



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, June 8, 2021
at 4:00 P.M., P.D.T. at the Elko City Hall, 1751 College Avenue, Elko, Nevada,
and by utilizing GoToMeeting.com

Please join the meeting from your computer, tablet or smartphone.

GoToMeeting.com

<https://global.gotomeeting.com/join/407086117>

You can also dial in using your phone +1 (872) 240-3212 Access Code: **407-086-117**

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

In accordance with NRS 241.020, the public notice and agenda was posted on the City of Elko
Website, <http://www.elkocitynv.gov> the State of Nevada's Public Notice Website,

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

ELKO CITY HALL

1751 College Avenue, Elko, Nevada 89801

Date & Time Posted: Thursday, June 3, 2021 at 8:30 A.M.

ELKO COUNTY COURTHOUSE

571 Idaho Street, Elko, NV 89801

Date and Time Posted: Thursday, June 3, 2021 at 8:40 A.M.

ELKO POLICE DEPARTMENT

1448 Silver Avenue, Elko, NV 89801

Date and Time Posted: Thursday, June 3, 2021 at 8:50 A.M.

ELKO COUNTY LIBRARY

720 Court Street, Elko, NV 89801

Date and Time Posted: Thursday, June 3, 2021 at 9:00 A.M.

Posted by: Kim Wilkinson Administrative Assistant *Kim Wilkinson*

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

Dated this 3rd day of June, 2021

NOTICE TO PERSONS WITH DISABILITIES

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

Curtis Calder
Curtis Calder, City Manager
Elko, Nevada

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.D.T.
TUESDAY, JUNE 8, 2021
ELKO CITY HALL, CHAMBERS
1751 COLLEGE AVENUE, ELKO, NEVADA
<https://global.gotomeeting.com/join/407086117>

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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

APPROVAL OF MINUTES: **May 25, 2021** **Regular Session**

I. PRESENTATIONS

- A. Presentation of an Appreciation Plaque by the Mayor, in recognition of Eurijah Lortie for his generous donation to the City of Elko Animal Shelter, and matters related thereto. **INFORMATION ONLY – ACTION WILL NOT BE TAKEN**
- B. Presentation of the 2020 Public Works Year in Review, and matters related thereto. **INFORMATION ONLY – ACTION WILL NOT BE TAKEN**
- C. Brief presentation and possible acceptance of a renewal proposal from Nevada Public Agency Insurance Pool (POOL), and approval of invoice for payment from FY 2021/2022 Funds in the amount of \$587,902, and matters related thereto. **FOR POSSIBLE ACTION**

As a member of the Insurance Pool, the City of Elko owns a share of the equity that forms the basis for its financial strength.

Your agenda packet includes an overview of coverage offered for the following Fiscal Year. The City of Elko's total program costs for FY 2021/2022 are \$587,902, representing a 14.1% increase over FY 2020/2021. CC

II. PERSONNEL

A. Employee Introductions:

- 1.) Logan Gibbs, Patrol Officer II, Police Department
- 2.) Rachel Hooper, Animal Shelter Worker I
- 3.) Dustin Amatori, Lead Golf Maintenance Technician

B. Update regarding Labor Negotiations between the City of Elko and the Elko Fire Fighters Association, IAFF Local 2423, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

Note: This portion of the meeting may be closed pursuant to NRS 288; therefore, the Council may move to adjourn the meeting prior to consideration of this item.

III. APPROPRIATIONS

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

B. Review and possible ratification of General Hand-Cut Checks, and matters related thereto. **FOR POSSIBLE ACTION**

C. Review, consideration, and possible authorization for Staff to solicit bids for the construction of curb, gutter, sidewalk, and paving on Jennings Way as illustrated in the attached plans, and matters related thereto. **FOR POSSIBLE ACTION**

This is a missing piece of infrastructure that is going to provide drainage as well as providing pedestrian access from the Connolly Subdivisions to Adobe Middle School. We will only be constructing the section that is on the west side of Jennings Way as illustrated in the attached plans. DS

D. Review, consideration, and possible award of the Public Works Department Preventive Maintenance Project 2021, to apply Micro Slurry Seal to select City streets, and matters related thereto. **FOR POSSIBLE ACTION**

At their March 23, 2021 meeting, Council authorized Staff to solicit bids for the Preventive Maintenance Project 2021. Bids were received until 1:00 p.m. on June 1, 2021. Only one bid was submitted. DS

E. Review, consideration, and possible authorization for Staff solicit bids for the construction of VFW Drive from Idaho Street to Silver Street, and matters related thereto. **FOR POSSIBLE ACTION**

The new Elko Police Department Building was constructed in approximately 2015. At that time, VFW Drive was repaved to fit in the existing easement granted by Union Pacific Railroad. Since that time, Staff has acquired, from Union Pacific

Railroad, the additional Right-of-Way to fully construct VFW Drive, including curb, gutter, sidewalk, and additional paving. DS

- F. Review, consideration, and possible authorization for Staff purchase a new Caterpillar Backhoe model 420-07 C from Cashman Equipment Company through Sourcewell Purchasing in the amount of 108,491.00, and matters related thereto. **FOR POSSIBLE ACTION**

This purchase was approved in the FY 2021/22 Budget. DS

IV. SUBDIVISIONS

- A. Review, consideration, and possible approval of Final Map No. 2-21, filed by Jordanelle Third Mortgage, LLC, for the development of a subdivision entitled Zephyr Heights Unit 1 involving the proposed division of approximately 25.1 acres of property into 18 lots for residential development and 1 remainder lot within the R (Multiple-Family and Single-Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

Subject property is located on the east side of East Jennings Way generally east of Puccinelli Parkway. (APN 001-562-010). The Planning Commission considered this item on June 1, 2021, and took action to forward a recommendation to conditionally approve Final Map 2-21. MR

V. NEW BUSINESS

- A. Review, discussion, and consideration for the possible installation of fitness and exercise equipment at Angel Park, and matters related thereto. **FOR POSSIBLE ACTION**

Staff received a request from Ms. Courtney Nalivka regarding the possible installation of some outdoor exercise and fitness equipment within the Elko Park System. Ms. Nalivka works in our community as a health professional promoting and encouraging fitness and healthy lifestyles. The Parks and Recreation Advisory Board heard the request at the May 20, 2021 meeting, and recommends the Council consider approving the idea of installing equipment at Angel Park, utilizing the space where the former tennis courts were located. JW

- B. Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Zephyr Heights Unit 1 Subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code 3-3-21 requires the subdivider to have executed and filed an agreement between the subdivider and the City for the required subdivision improvements, including stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in accordance with Elko City Code 3-3-22. MR

- C. Review, consideration and possible action to initiate an amendment to Elko City Code Title 9, Chapter 6 (Illegal Discharge and Connection to Stormwater), Chapter 7 (Construction Site Runoff Control), and Chapter 8 (Postconstruction Runoff Control and Water Quality Management), and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko stormwater program was audited by the Nevada Department of Environmental Protection and the Environmental Protection Agency in August 2020. One of the findings of that audit was that current enforcement regulations were lacking in both clarity and implementation. As a result, the audit report required the City to update its stormwater codes with enhanced enforcement procedures.

While reviewing the stormwater codes with the City Attorney, it was determined that sections other than enforcement needed numerous modifications. This includes applicability, definitions, specific processes and/or procedures, and responsibility. Modifications to these other provisions have been included as part of this proposed code change. MR

VI. RESOLUTIONS AND ORDINANCES

- A. First reading of Ordinance No. 862, an Ordinance adopting a requirement for a Nonpublic Hospital License and Establishing a License Fee, and matters related thereto. **FOR POSSIBLE ACTION**

On April 27, 2021, the City Council voted to initiate an ordinance which would create a "Local Hospital Licensure Fee." As a result of that action, City Staff has drafted Ordinance No. 862 for review. A copy of the proposed Ordinance has been enclosed in the agenda packet for review. CC

VII. 5:30 P.M. PUBLIC HEARINGS

- A. Review, consideration, and possible action to name field # 2 at the Elko Sports Complex after Mr. Hal Hibbert and matters related thereto. **FOR POSSIBLE ACTION**

The Council reviewed a petition from Ms. Beth Meza and other community members regarding the possible naming of field # 2 at the Elko Sports Complex after Mr. Hal Hibbert on May 25, 2021. Pursuant to the criteria for naming City of Elko Facilities and Parks, Staff requested additional public comment from organizations and citizens utilizing the facility. Subject to comments and information presented during this public hearing, the City Council may take action to name the facility as requested in the petition. JW

VIII. REPORTS

- A. Mayor and City Council
- B. City Manager – Nevada League of Cities Retreat June 16 – 18, 2021

- 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 – Legislative update
- K. City Planner
- L. Development Manager
- M. Financial Services Director – ARPA update
- N. Parks and Recreation Director
- O. Civil Engineer
- P. Building Official

COMMENTS BY THE GENERAL PUBLIC

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

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

ADJOURNMENT

Respectfully Submitted,



Curtis Calder
City Manager

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

SS May 25, 2021

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, May 25, 2021. Due to the restrictions found in the State of Nevada Emergency Directive 006, the meeting was held in the council chambers, 1751 College Ave., Elko and via GoTo Meeting.

This meeting was called to order by Mayor Reece Keener. The public can participate in person, by phone, tablet, laptop, or computer by registering with the GoTo Meeting link provided in the agenda. Questions can be sent to cityclerk@elkocitynv.gov.

CALL TO ORDER

ROLL CALL

Council Present: Mayor Reece Keener
Councilwoman Simons
Councilman Clair Morris

Council Absent: Councilman Chip Stone
Councilman Bill Hance

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

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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

Greg Thornton, 2974 Tyler Court, expressed his gratitude to City Staff and especially to Clark Philips, Water Superintendent, in helping him with an ongoing issue he has had for 20+ years. He has a neighbor that has been over-watering his property and has caused some damage. The neighbor has been talked to and now his water has been shut off. He thanked the City for addressing a somewhat irresponsible citizen.

Mayor Keener thought the best cure for that would be a water meter.

APPROVAL OF MINUTES: May 11, 2021 Regular Session

The minutes were approved by general consent.

I. PRESENTATIONS

- A. Reading of a proclamation honoring retired Superintendent of the Nevada Youth Training Center (NYTC) Greg Thornton, and matters related thereto.
INFORMATION ONLY – ACTION WILL NOT BE TAKEN

Mayor Keener read a proclamation in honor of Mr. Thornton.

Mr. Thornton said a few words in appreciation.

- B. Presentation by the Silver State Stampede, and matters related thereto.
INFORMATION ONLY – ACTION WILL NOT BE TAKEN

Alkie Mariluch, Director/Vice President of the Silver State Stampede, gave a video presentation. This started in 1912 by GS Garcia. He thought this community needed an event to bring in some money. This year is 109 years with just a few gaps here and there. The event has grown over the years and now they have 3 days of professional competitions. The event is expensive and they have \$169,000 in committed costs. With their income from sponsorships and donations, they bring in about \$122,000. Last year they lost a lot with COVID. That was why they asked to be added to the budget.

- C. Review and possible approval of the Fiscal Year 2021/2022 Final Tentative Budget, and matters related thereto. **FOR POSSIBLE ACTION**

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

Jan Baum, Financial Services Director, gave a presentation (Exhibit "A"), going over the changes since the last time Council saw this. After the presentation, she explained that there were some

items they would like to add to the budget and they would require separate motions for approval. First they would like to propose a 3% COLA increase for non-represented employees because CPI went up to 4.4% as of April 30, 2021. They also want to propose a two-step increase for non-represented employees. That would be up to management discretion. Not all non-represented employees would get this. This would be based on all the COVID chaos that has been going on this last year.

Councilwoman Simons asked if that was in addition to the 1%.

Ms. Baum answered yes. There are two different types of pay increases. Once the non-represented get to step 13 they don't get any more step increases. Each year the Council approves cost of living (COLA) increases, which are in addition to that.

Curtis Calder, City Manager, stated when times have allowed it, the City Council has authorized up to 2-step increases based on performance. Given the circumstances with COVID and our budgets being in really good condition and also considering that none of these individuals received any COLA increases last year, he recommended approving this. It will be up to the department head or the Appointed Official to grant those and they have to be justified based on performance. Anybody that is maxed out stays maxed out.

Mayor Keener supported the 2-step increases. He knows how hard staff has had to work. He asked that the directors realize that it's for exemplary performance and not automatic. They should run the increases by Mr. Calder so there may be an extra layer of accountability.

Councilman Morris agreed since they didn't get COLA last year. He didn't have a problem with a 2-step increase.

Councilwoman Simons said anyway they could show appreciation, or get them to where they need to be is great. Also thought when cities take hard hits, staff take the blunt force of it.

**** A motion was made by Councilwoman Simons, seconded by Councilman Morris, to alter the budget to include a 3% COLA increase instead of 2% for non-represented employees.**

The motion passed unanimously. (3-0)

**** A motion was made by Councilwoman Simons, seconded by Councilman Morris, to approve a possible 2-step increase in employment for non-represented employees upon the discretion of their manager for the upcoming fiscal year, subject to approval from the City Manager.**

The motion passed unanimously. (3-0)

Ms. Baum stated the third item that is not in the budget is the \$10,000 request of a community donation to the Boys and Girls Club.

Dave Stanton, City Attorney, said the way this is agendized, we are talking about the budget itself. We are not talking about approving the donation. The motion needs to clarify it is a change to the budget and not an approval of the donation.

**** A motion was made by Councilwoman Simons, seconded by Councilman Morris, to approve an augmentation to the budget to include a \$10,000 donation to the Boys and Girls Club.**

The motion passed unanimously. (3-0)

**** A motion was made by Councilwoman Simons, seconded by Councilman Morris, to approve the final tentative budget as amended.**

The motion passed unanimously. (3-0)

II. PERSONNEL

A. Employee Introductions:

- 1.) Jacob Ballensky, Patrol Officer I, Police Department

Present and introduced.

III. APPROPRIATIONS

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

**** A motion was made by Councilman Morris, seconded by Councilwoman Simons, to approve the general warrants in the amount of \$769,879.75.**

The motion passed unanimously. (3-0)

B. Review and possible approval of Ruby Mountain Lock & Safe Warrants, and matters related thereto. FOR POSSIBLE ACTION

**** A motion was made by Councilman Morris, seconded by Councilwoman Simons, to approve the Ruby Mountain Lock & Safe warrants in the amount of \$66.00.**

The motion passed unanimously. (3-0)

C. Review and possible ratification of General Hand-Cut Checks, and matters related thereto. FOR POSSIBLE ACTION

**** A motion was made by Councilman Morris, seconded by Councilwoman Simons, to approve the general hand-cut checks in the amount of \$52,969.91.**

The motion passed unanimously. (3-0)

D. Review, consideration, and possible approval to purchase a 2021 Vactor 2100i Combination Vac Truck under the Sourcewell Contract, and matters related thereto. FOR POSSIBLE ACTION

Staff would like to amend this year's budget to purchase a new combination vac truck out of the sewer fund. The current frontline vac truck is 17 years old and has

123,754 miles and 2250 hours. The truck is starting to have mechanical issues and is becoming unreliable as a frontline truck. Staff would like to purchase a new truck and utilize the older truck as a backup truck. The new 2021 Vactor 2100i Combination truck is \$458,468.48 and can be purchased under the Sourcewell Contract. Staff has looked into the options of purchasing a 2022 model and augmenting next year's budget. A 2022 vac truck is one year out for production and is estimated at \$550,000 due to price increases. The 2004 frontline sewer vac truck was recently down for a few weeks with a hydraulic seal leak between the hydraulic pump and transfer case and the 2017 hydro excavation truck has been in Salt Lake having the fan system rebuilt. The 2010 combination vac truck was currently acting as frontline truck for all water leaks and sewer flushes with no backup truck available. DJ

Dale Johnson, Utilities Director, explained this one snuck up on them. They have two trucks down. They looked into getting a new truck and then found this truck. MetroQuip let us borrow it for a demo. We used it for two weeks and now would like to purchase the truck.

Councilman Morris said the truck was on his street the other day, fixing a leak. He was amazed on how fast they fixed the leaks and got out. We need to buy that truck.

Dennis Strickland, Public Works, said this purchase is well warranted. Anytime we can use Sourcewell format it saves us the whole bidding process. It also gives staff the flexibility to pick a vendor. This does make sense.

Mayor Keener asked how many leaks we get a year.

Mr. Johnson answered 250 plus.

Mayor Keener asked if we could use any of the federal funding for this.

Curtis Calder, City Manager, answered he didn't believe so. This truck was going to have to be budgeted in the next year's budget anyway. Knowing what inflation is doing on vehicle prices, we are so far ahead and will save \$100,000. Vehicle prices are going through the roof.

**** A motion was made by Councilwoman Simons, seconded by Councilman Morris, to approve the purchase of a 2021 Vactor 2100i Combination Vac Truck under the Sourcewell Contract, in the amount of \$458,468.48.**

The motion passed unanimously. (3-0)

IV. UNFINISHED BUSINESS

- A. Review, consideration, and possible approval of a Settlement Agreement and Release of Claims with Zach Woster, Chad Woster and Mercedes Woster based on a November 10, 2019 vehicle accident, and matters related thereto. **FOR POSSIBLE ACTION**

On November 10, 2019, Zach Woster sustained injuries when the vehicle he was driving collided with a fire truck driven by Robert Lino at the corner of Fifth and

Idaho Streets. Mr. Lino, a volunteer firefighter with the City of Elko Fire Department, was responding to a call at the time of the collision. The fire truck was owned by the Nevada Division of Forestry and provided to the County and the City by means of interlocal agreements. The vehicle driven by Zach Woster was owned by his parents, Chad and Mercedes Woster. No lawsuit has been filed in relation to the collision. As a result of settlement discussions, Zach, Chad and Mercedes Woster have agreed to release their potential claims in exchange for \$150,000, to be apportioned between the City and the County. CC

Dave Stanton, City Attorney, explained the background information contains most of what he thought was important to this. The Settlement Agreement and Release has been executed by the Woster family. Robert Lino has also executed it. We are still waiting for County approval. As he understands it, everything is a go. This is a settlement of a disputed claim. It is not an admission of fault or liability on anybody's part. This is the way to eliminate the risk of legal fees and the risk in going to trial. This is a fair settlement and this is covered by POOL/PACT. He recommended approval.

Curtis Calder, City Manager, added our deductible is \$5,000 and has already been spent.

**** A motion was made by Councilwoman Simons, seconded by Councilman Morris, to approve the Settlement Agreement and Release of Claims with Zach Woster, Chad Woster and Mercedes Woster, based on a November 10, 2019 vehicle accident and authorize the Mayor to execute the agreement on behalf of the City.**

The motion passed unanimously. (3-0)

V. NEW BUSINESS

- A. Review, consideration, and possible approval of a Deed of Dedication for Right-of-Way, Public Utilities, and Slope Easement on APN 001-770-009, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko has been working with property owners on Elko Mountain for many years in the hopes of installing a water tank to serve a higher elevation. This will benefit existing residents and will open up a large amount of land for future development. The proposed Deed of Dedication will provide Right-of-Way to install the needed infrastructure associated with a future water tank. MR

Michele Rambo, Development Manager, explained City Staff has been working with several different property owners for implementation of our long-range development plan that was adopted in 2012. Water infrastructure on Elko Mountain will be capable of serving previous annexed properties. There are four different items, this item and the next three. Each one is for a different parcel. She recommended approval.

**** A motion was made by Councilman Morris, seconded by Councilwoman Simons, to approve a Deed of Dedication for Right-of-Way, Public Utilities and Slope Easement on APN 001-770-009.**

The motion passed unanimously. (3-0)

- B. Review, consideration, and possible approval of a Deed of Dedication for Right-of-Way, Public Utilities, and Slope Easement on APN 001-770-010, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko has been working with property owners on Elko Mountain for many years in the hopes of installing a water tank to serve a higher elevation. This will benefit existing residents and will open up a large amount of land for future development. The proposed Deed of Dedication will provide right-of-way to install the needed infrastructure associated with a future water tank. MR

Ms. Rambo explained this is the second of the four parcels. She recommended approval.

**** A motion was made by Councilwoman Simons, seconded by Councilman Morris, to approve the Deed of Dedication for Right-of-Way, Public Utilities and Slope Easement on APN 001-770-010.**

The motion passed unanimously. (3-0)

- C. Review, consideration, and possible approval of a Deed of Dedication for Right-of-Way, Public Utilities, and Slope Easement on APN 001-770-011, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko has been working with property owners on Elko Mountain for many years in the hopes of installing a water tank to serve a higher elevation. This will benefit existing residents and will open up a large amount of land for future development. The proposed Deed of Dedication will provide Right-of-Way to install the needed infrastructure associated with a future water tank. MR

Ms. Rambo recommended approval.

Mark Gaughan, Elko Holding Group, LLC, 301 Alberti Court, Las Vegas, said he was happy to see things are moving forward. This is one of the key pieces that needed to be done. They got a letter from the City Attorney. His parcel has the same numbers ending in 005 located at Errecart and Powder House.

**** A motion was made by Councilman Morris, seconded by Councilwoman Simons, to approve a Deed of Dedication for Right-of-Way, Public Utilities and Slope Easement on APN 001-770-011.**

The motion passed unanimously. (3-0)

- D. Review, consideration, and possible approval of a Grant of Easement for Utilities and Slope on APN 006-31E-001, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko has been working with property owners on Elko Mountain for many years in the hopes of installing a water tank to serve a higher elevation. This will benefit existing residents and will open up a large amount of land for future development. The proposed Grant of Easement will provide an easement to place a

future water tank and associated utility infrastructure, as well as a slope easement.
MR

Ms. Rambo explained this is the fourth parcel. It looks different because it is a Grant of Easement and not a Deed of Dedication. This is a parcel that is within the County and where the water tank would actually sit. She recommended approval.

Sheldon Hetzle, Elko West Properties, said he was in support of this. He is very grateful that this project is moving forward as part of a master plan. This is a game changer to a lot things they can do to develop the ground.

Mayor Keener noted this has been talked about for a long time.

**** A motion was made by Councilman Morris, seconded by Councilwoman Simons, to approve a Grant of Easement for Utilities and Slope on APN 006-31E-001.**

The motion passed unanimously. (3-0)

- E. Review, consideration, and possible approval of a Grant of Easement for Utilities, Drainage, and Access on APN 001-553-009, and matters related thereto. **FOR POSSIBLE ACTION**

The Ruby View Heights subdivision was developed as a County development and was subsequently annexed into the City. The subdivision was designed to direct all of the subdivision drainage to the subject lot and drain out to Ruby Vista Drive. This lot was originally dedicated as a park with open drainage meandering through the property. In the years since, the parcel has become private property, but has remained vacant. The current property owners are planning to develop the lot with a single-family residence and pipe the drainage under the property. The City of Elko has determined that, in order to maintain the established drainage of the subdivision, an easement is required to protect this new drainage pipe. The proposed Grant of Easement will establish this goal. MR

Ms. Rambo explained this one was pretty straight forward. The Public Works Department will be installing the pipe and not property owners. She recommended approval as presented.

Mayor Keener said when he looked at this it looked lower than Fairway Drive. But this is about that it can't make it up on to the street?

Mr. Rambo answered the whole subdivision is graded so that it goes up over the street and into that property. There is a culvert but it gets blocked a lot and ends up going over the street and into the lot. This will help with that.

Dennis Strickland said there is a culvert there and that has been open drainage for many years. Now we have to move the open drainage into the easement and piped through. Everything needs to make it under I-80 to get out of there.

**** A motion was made by Councilwoman Simons, seconded by Councilman Morris, to approve a Grant of Easement for Utilities, Drainage and Access as presented for APN 001-553-009.**

The motion passed unanimously. (3-0)

- F. Review, consideration, and possible final acceptance of Airport Improvement Project No. 3-32-0005-051 (AIP 51) Purchase Snow Removal Equipment, and matters related thereto. **FOR POSSIBLE ACTION**

On May 12, 2020, City Council awarded a bid to Wausau Equipment Company in the amount of Two Hundred Sixty-Nine Thousand Five Hundred Twenty-Five Dollars (\$269,525.00). Wausau Equipment company delivered SRE Snowplow with a 22ft blade and an 1800-gallon De-icing tank on a Freightliner Chassis. Associated training with Staff on the equipment was completed May 6th and 7th. Wausau Equipment Company has substantially completed their contractual agreements. JF

Jim Foster, Airport Manager, explained the truck was too big to bring down to City Hall to show everyone. He is impressed with the piece of equipment. It is a lot larger than anything they have ever had. It has the same capacity as far as de-icing as the previous truck did but it's all new technology. The other plows are getting to an age where we will have to start slowly cycling them out. One pass will be able to clear more than half of run way and improve their efficiency.

**** A motion was made by Councilwoman Simons, seconded by Councilman Morris, to approve the final acceptance and authorize staff to begin the closeout process of AIP No. 3-32-0005-051 of the FAA.**

The motion passed unanimously. (3-0)

- G. Review and possible award of an advertising contract to Lamar Airport Advertising to provide for the advertising within the airport terminal, and matters related thereto. **FOR POSSIBLE ACTION**

On May 11, 2021, Council awarded a bid to Lamar Airport Advertising and authorized Staff to negotiate a five (5) year agreement. JF

Mr. Foster explained the agreement was included in the packet. It is similar to the agreement they have had with Lamar for the past 10 years. There were only minor changes made.

Dave Stanton, City Attorney, stated he didn't review any revisions but he did draft the original contract some years ago.

**** A motion was made by Councilwoman Simons, seconded by Councilman Morris, to approve a 5-year contract between Lamar Airport Advertising and the City of Elko.**

The motion passed unanimously. (3-0)

VI. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Review, consideration, and possible action regarding a petition from Ms. Beth Meza and other community members requesting to name Field # 2 at the Elko Sports Complex after Hal Hibbert, and matters related thereto. **FOR POSSIBLE ACTION**

Community members have petitioned the Council and are requesting that Field # 2 at the new Elko Sports Complex be named after Hal Hibbert for his many years of dedication and service to the Elko Community especially related to youth baseball. A copy of the City of Elko's field naming policy has been included in the packet for review. JW

James Wiley, Parks and Recreation Director, explained it wasn't too long ago when we saw one of these for Field #3. This is a similar situation. We have a member of our community that dedicated many volunteer years to youth baseball. This fits the requirement in our naming policy. He included that policy in the packet. Also included is a letter from his family which describes in detail his years of service and why they are petitioning Council. We met with the Parks and Recreation Advisory Board Committee last Thursday where they considered the matter and unanimously voted to forward this on to Council with a recommendation to move forward with a public hearing.

Mayor Keener said he heard there are several hundred signatures on the petition.

Beth Meza, 3735 Valley Ridge Ave. Elko, said they have 537 signatures. The letter provided in the packet explains a lot. He served many years volunteering his time. He did everything from cleaning the fields to coaching. He was on the little league board for many years, even when his kids and grandkids were not playing. He loved it and it meant a lot to him. They would love to see that last field named after him.

Heather Hibbard Bear, 720 Clover Drive, reinforced what her sister said. He did so much for youth sports and loved every second of it. He would be floored to know he was being considered for this. It would be an honor.

Mr. Wiley mentioned the family members and himself have reached out to youth sports organizations in Elko and adult organizations and everyone is in favor for moving in this direction.

**** A motion was made by Councilman Morris, seconded by Councilwoman Simons, to direct staff to submit public comment to consider naming Field #2 of the Elko Sports Complex as Hal Hibbert Field, and place the matter on a subsequent agenda under Public Hearings for future action.**

The motion passed unanimously. (3-0)

BREAK

VII. 5:30 P.M. PUBLIC HEARINGS

- A. Second reading, public hearing, and possible adoption of Ordinance No. 859, an ordinance amending Sections 2-1-2 (Applicability) and 2-1-4 (Permits) of the Elko City Code relating to accessory buildings, and matters related thereto. **FOR POSSIBLE ACTION**

The first reading of Ordinance No. 859 was conducted on May 11, 2021. MR

Michele Rambo, Development Manager, explained Ordinance 859 is the ordinance dealing with the changes to the building section of the City Code addressing accessory buildings. Nothing has been changed since the first reading and they have not received any public comments. She recommended conducting second reading and adopting Ordinance No. 859.

Mayor Keener called for public comment without a response. He was hoping this will eliminate some of the conflict and bring more people into compliance.

**** A motion was made by Councilman Morris, seconded by Councilwoman Simons, to approve the second reading, public hearing and adopt Ordinance No. 859, an ordinance amending Sections 2-1-2 (Applicability) and 2-1-4 (Permits) for the Elko City Code relating to accessory buildings.**

The motion passed unanimously. (3-0)

- B. Second reading, public hearing, and possible adoption of Ordinance No. 860, an ordinance amending Sections 3-2-2 (Definitions), 3-2-5 (Residential Zoning Districts), 3-2-6 (RB Residential Business District), and 3-5-4 (Uses Permitted and Minimum Standards) of the Elko City Code relating to accessory buildings, and matters related thereto. **FOR POSSIBLE ACTION**

The first reading of Ordinance No. 860 was conducted on May 11, 2021. MR

Ms. Rambo explained Ordinance No. 860 is changes to the zoning sections of City Code regarding accessory buildings in residential zones. The important part is to keep in mind that we have relaxed every regulation that we were able to and we are significantly increasing the area of the residential lots that can be occupied by accessory buildings. It won't solve all of the problems we will encounter but it will make things easier for both residents and the City. There have been no changes since the first reading. She recommended approval.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilwoman Simons, seconded by Councilman Morris, to approve the second reading, public hearing and adoption of Ordinance No. 860.**

The motion passed unanimously. (3-0)

- C. Second reading, public hearing, and possible adoption of Ordinance No. 861, an ordinance amending Title 3, Chapter 2, of the Elko City Code "GENERAL ZONING ORDINANCE" specifically Sections 3-2-4; Establishment of Zoning

Districts, 3-2-19; Nonconforming Uses & 3-2-21; Amendments, filed and processed as Zoning Ordinance Amendment No. 1-21, and matters related thereto.
FOR POSSIBLE ACTION

The Planning Commission held a public hearing on May 4, 2021, and took action to forward a recommendation to Council to adopt an ordinance, which approves the zoning ordinance amendment. City Council held the first reading of Ordinance No. 861, on May 11, 2021, and set the matter for second reading, and public hearing.
CL

Ms. Rambo explained this is Ordinance No. 861, dealing with changes to regulations regarding zoning amendments and non-conforming uses. She recommended approval.

Mayor Keener called for public comments without a response.

**** A motion was made by Councilwoman Simons, seconded by Councilman Morris, to conduct the second reading, public hearing and adopt Ordinance No. 861.**

The motion passed unanimously. (3-0)

- D. Review of bids received and subsequent public auction for the sale of approximately 2,643 square feet of City owned property located generally northeast of the intersection of Sewell Drive and Sage Street, referred to as APN 001-013-018, and matters related thereto. **FOR POSSIBLE ACTION**

On April 27, 2021, City Council approved Resolution No. 15-21, which set forth the conditions of the public auction for the sale of City owned land. The minimum sale price must be \$12,500.00 payable in cash or cashier's check at close of sale which shall be within sixty (60) days of acceptance by the City Council of the highest bid. A copy of Resolution No. 15-21 has been enclosed in the agenda packet for review. CL

Ms. Rambo explained the process for the public auction was laid out in the packet. It was incorporated as part of the Notice of Adoption. We would open the submitted bid and read it into the record. Then you would call for oral bids and if there are any oral bids, the first oral bid must be 5% higher than the written bid.

Mayor Keener opened the bid from Patty Smales (Exhibit "A") on behalf of Butch Smales Family Revocable Living Trust. Bid for parcel of land APN 001-013-018, dated May 21, 2021. "Please accept this official bid for Property Parcel APN 001-013-018 in the amount of \$12,500.00 pursuant to Resolution No. 15-21. Signed Patty Smales." We have a conforming bid. He asked if there was anyone in person or on the phone that wished to offer up an oral bid. There was no response. Patty Smales is the proud owner of a 2400 sq. ft. parcel of remnant land. It is great to have it put into private hands.

**** A motion was made by Councilwoman Simons, seconded by Councilman Morris, to accept the bid from Patty Smales on behalf of the Butch Smales Family Revocable Living Trust for parcel of land APN 001-013-018, in the amount of \$12,500.**

The motion passed unanimously. (3-0)

VIII. REPORTS

A. Mayor and City Council

Mayor Keener was able to take a tour of the old Elko Lamoille Power Building. It was sold to a contractor out of the Bay Area named John Tedesco. He has a lot of grand plans for the property. He was a recipient of a Storefront Grant at the last RDA meeting.

Councilwoman Simons reported the Arts and Culture Committee decided the Mayor Arts Awards were going to combine last year and this year. She showed Council the award they will be handing out. She attended a gathering at Jerritt Canyon. She thinks it will be a wonderful community partnership. They take mines just like this one and make them profitable.

Councilman Morris said he and Councilwoman Simons met with some of the administration at Jerritt Canyon. They have a good plan and a good management team behind them. The best thing is they have the resources to do what they want to do. They specialize in turning mines around.

B. City Manager

Curtis Calder thanked Jan Baum and her staff for putting the budget together. Regarding the COVID 19 reopening, things have changed fast over the last couple of weeks. Masks are no longer mandatory in our City facilities. We pretty much opened up all of our buildings. This is a result of the CDC Guidelines changing and Nevada being in alignment with those guidelines. He reminded Council that June 16 – 18, the Nevada League of Cities retreat will be here. We are getting close to finalizing the agenda for those few days. This is a post legislative retreat for everybody to know what happened at the Legislature and networking with folks from other parts of the state. He was able to book December 10th as our Christmas Party date at the Western Folklife Center.

C. Assistant City Manager

D. Utilities Director

Mayor Keener said he heard we had some water outages in the downtown as it relates to some of the work going on.

Dale Johnson said the waterline we are replacing blew up last Thursday. They shut it down and isolated the valve on 5th Street and that valve broke and caused another leak. When they were turning the water back on the valve on 6th Street broke. It is old infrastructure.

Mayor Keener asked if the restaurants had to close or if they were still able to function.

Mr. Johnson answered they had the restaurants open by lunch. They stayed open through dinner and then they worked on it after that.

Mayor Keener reported that Clark will be giving a demo on the new vac truck after the meeting.

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

Chief Griego reported the firefighters are conducting trench rescue training this week at the airport. He thanked Clark and his crew for prepping the trenches for them. This last week as more of a normal week and not so crazy.

- I. Police Chief
- J. City Clerk
- K. City Planner
- L. Development Manager

Michele Rambo reported they did interviews last week for the part-time Code Enforcement position. They had several good candidates this time around. They did extend an offer, which was accepted yesterday. Now they will work through background check process and go from there.

- M. Financial Services Director
- N. Parks and Recreation Director
- O. Civil Engineer
- P. Building Official

COMMENTS BY THE GENERAL PUBLIC

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

There were no public comments.

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

Mayor Reece Keener

Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Presentation of an Appreciation Plaque by the Mayor in recognition of Eurijah Lortie, for his generous donation to the City of Elko Animal Shelter, and matters related thereto. INFORMATION ONLY – NON ACTION ITEM**
2. Meeting Date: **June 8, 2021**
3. Agenda Category: **PRESENTATION**
4. Time Required: **5 Minutes**
5. Background Information:
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Information Only – Non Action Item**
10. Prepared by: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Eurijah Lortie**

**Elko City Council
Agenda Action Sheet**

1. Title: **Presentation of the 2020 Public Works Year in Review, and matters related thereto. INFORMATION ONLY – ACTION WILL NOT BE TAKEN**
2. Meeting Date: **June 8, 2021**
3. Agenda Category: **PRESENTATION**
4. Time Required: **20 Minutes**
5. Background Information:
6. Budget Information:

Appropriation Required:
Budget amount available:
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **INFORMATION ONLY – NO ACTION WILL BE TAKEN**
10. Prepared by: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**2020
YEAR IN REVIEW**

**CITY OF ELKO
PUBLIC WORKS**

STREET DEPARTMENT



Doug Standley



James Pauley



Aaron Brensel



Josh Delmore



Paul Algerio



Nick Kyriss



Carlos Gonzalez



Gavin Demaline



Martin Salas



Pat Flowers

PROJECTS

- Overlay 5th Street from Elm Street to Spruce Road
- Constructed 660 feet for Manzanita Lane in conjunction with Ruby Dome Construction
- Extensive patching on Indian View Heights Drive
- Removed 3400 Cubic Yards of material from the dog park parking lot
- Overlay West Idaho at exit 298
- Assisted with the Sports Complex by hauling and spreading millings around the fields
- Overlay Ruby Vista Drive from Paradise Road to Kittridge Canyon Road
- Extensive patching on Bullion Road from approximately 701 Bullion Road to the City limits (Hot Hole Hill)
- Cedar Street Project Phase 3

MISCELLANEOUS PROJECTS

- Leaf collection program = 7,960 bags
- Christmas tree recycling program - 5 days
- Striping and Traffic markings - 26 days (stop bars, crosswalks, turn arrows, etc.)
- Swept entire City 6 times – Weather permitting, City sweepers run 8 to 10 months a year.
- Extensive patching for 63 days plus 18 days of miscellaneous patching
- Alley Maintenance – 4 days
- Crack sealed 19 days
- Sign Maintenance – 22 days
- Drainage maintenance – 19 days, which includes cleaning of drop inlets, culverts, open drainage, and retention dam maintenance
- Weed abatement (burning, cutting, spraying) – 52 days
- Special events – provided traffic control for 1 special event/parade

MISCELLANEOUS PROJECTS

(continued)

- Maintained gravel roads – 19 days
- Applied Micro Slurry to approximately 10.63 miles of City streets
- Maintained the fire line around the city
- Maintained City fencing – 8 days
- Curb, gutter and sidewalk maintenance (cleaning ADA ramps, painting red curb, construction of new, etc.) – 40 days
- Trimmed and removed trees – 24 days

5th Street Overlay

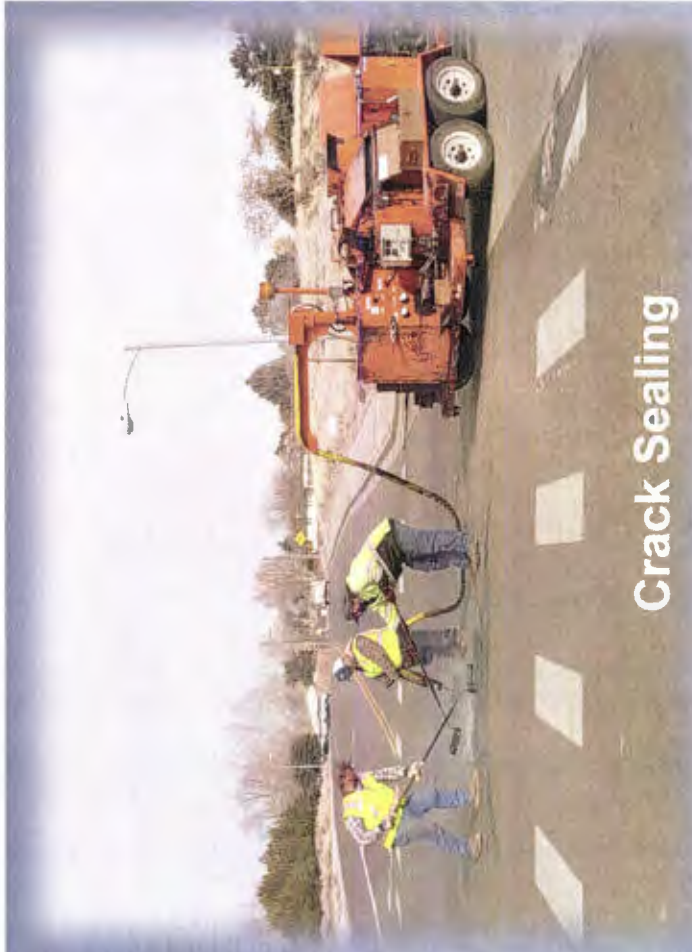
Indian View Heights Drive

Bullion Road Overlay

Dog Park Parking Lot



Sweeping



Crack Sealing



Patching

SOLID WASTE



Suzanne Ray



Payden Shafer



Frank Zaga



Danny Williams



Shane Fertig, Landfill Superintendent



Derek Glennon



Rebecca Hansen



Trash



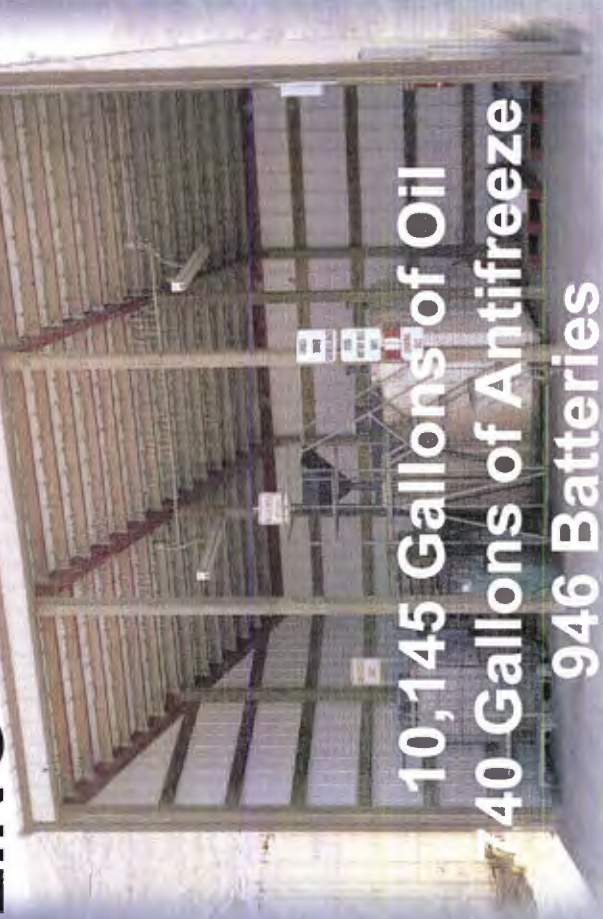
Spencer Sutherland

03.10.2016 1:47

RECYCLING



229.45 Tons Metals



**10,145 Gallons of Oil
740 Gallons of Antifreeze
946 Batteries**



129.22 Tons of Tires

MISCELLANEOUS

- Hired two new full-time employees.
- Purchased a new Caterpillar D6 Dozer in November. The new dozer is equipped with a GPS system that provides instant feedback on elevations on any slope or surface at the landfill, thereby eliminating the need for extensive staking by a surveying
- Due to theft problems, installed additional alarm systems in both of the shops and switched the scale house alarm system to the same company.
- Had a new engine installed in the 826 Caterpillar Compactor.
- The 623 Scraper incurred extensive damage in an incident last year. Repairs were made by Cashman Equipment Company and the machine is back in full service.
- The older scale sections, that were not replaced with the last scale upgrade, were found to be worn out and in need of replacement during the last scale certification; therefore, the scales were replaced this year.

MISCELLANEOUS PROJECTS

(continued)

- Spring Take Pride Day was cancelled due to Covid, but during the November Free Landfill day, there was two hundred twenty-eight loads containing 53.29 tones of trash and 109 tires. There were 228 vehicles in/out of the Landfill.
- Continued the Downtown Corridor and Park system trash collection program.
- Continue to upgrade signage at the Landfill.
- There is a continuing problem with people cutting the perimeter fence at the Landfill in order to either cut through Landfill property or to commit theft or vandalism.
- In a continuing effort to comply with the beautification requirement of the Landfill permit, the Landfill planted 15 Autumn Purple Ash and 11 Austrian Pines.

Took in 69,051 tons of waste



Compactor working the Landfill face

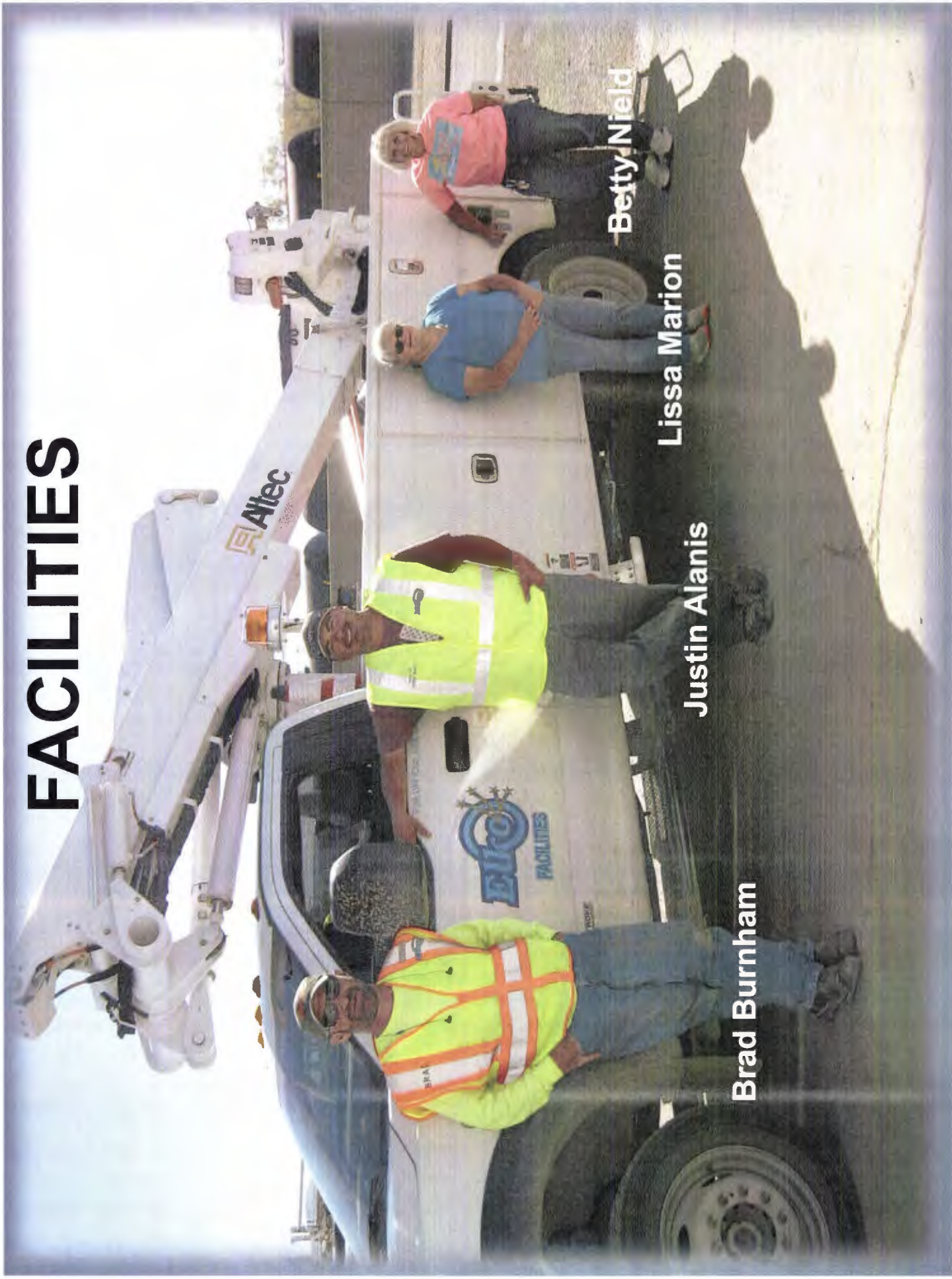
Caterpillar D6 Working the Landfill Slope



New Outbound Landfill Scales



FACILITIES



Brad Burnham

Justin Alanis

Lissa Marion

Betty Nield

PROJECTS

- Installed two rooftop HVAC units on the Golf Course Clubhouse
- Installed a new roof on the Kump Field Announcer's Booth
- Installed Gridsmart Detection to the traffic signals at SR225 and Spruce Road, SR225 and Walmart, and SR227 and Errecart Boulevard
- Installed two LED lighted street signs at 5th Street and Silver Street.
- Installed Plexiglas barriers (Covid related) at the Engineering Department, Building Department, City Hall, Swimming Pool, and the Animal Shelter.

MISCELLANEOUS

- Responded to 5 Battery Backup System outages on traffic signals.
- Responded to 10 traffic signals in flash.
- Responded to 10 accidents that affected City facilities
- Assist the Elko County Road Department with their signalized traffic intersection in Spring Creek.
- Perform janitorial at City Hall, the Police Station, Parks & Recreation (Fire Station #2), Landfill, Swimming Pool, Street Department, Fleet Department, Water Department, and the Golf Maintenance Department.
- Perform installation, repair, replacement, troubleshooting, and maintenance of electrical, HVAC, plumbing, carpentry, and concrete work.

Traffic Signal Maintenance



Golf Course Club House HVAC Units



Concrete



Covid Related
Disinfecting



Kump Ball Field Roof



Janitorial



HVAC Unit
Work



Solar Panels



Special Projects



FLEET MAINTENANCE DEPARTMENT



Ben Ritz

Darin Windows

Fernando Mendive

City Units

With 1 supervisor, 1 mechanic, and 1 welder/fabrication/mechanic the fleet department services, maintains & repairs:

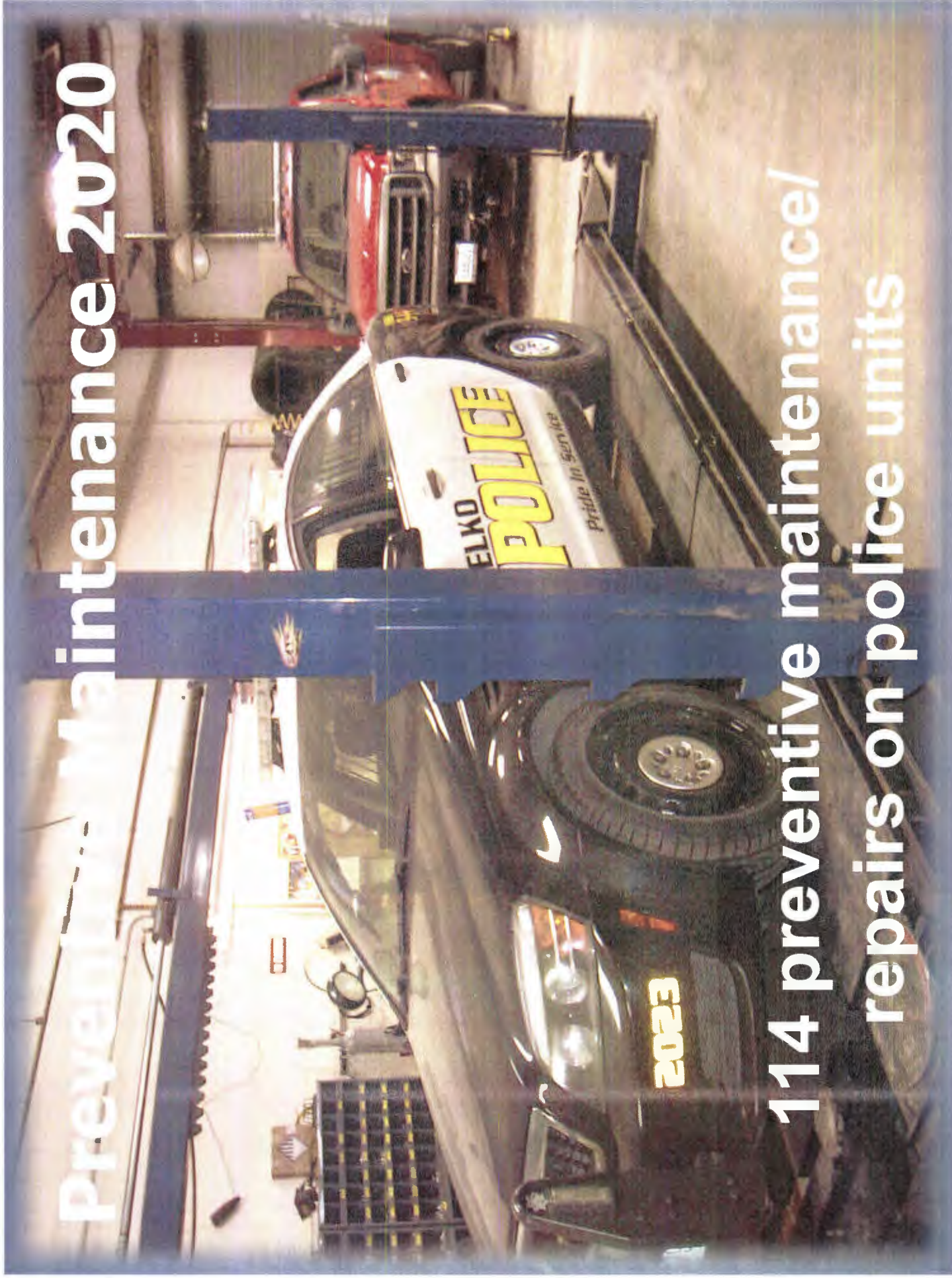
- 121 cars and pickups
- 35 pieces of heavy equipment
- 14 Fire Trucks
- 20 dump trucks
- 40 pieces of specialty equipment, and
- 194 pieces of misc. small support equipment.

Newly Purchased Equipment

- 2 new fire trucks
- 4 new police department units
- 2 New Mowers – Cemetery and Parks
- 1 New Ambulance
- 2 New Trucks – Airport and Building Department
- 1 New Hook Lift Truck – Sewer Department
- All of which needed radios, decals, and equipment installed.

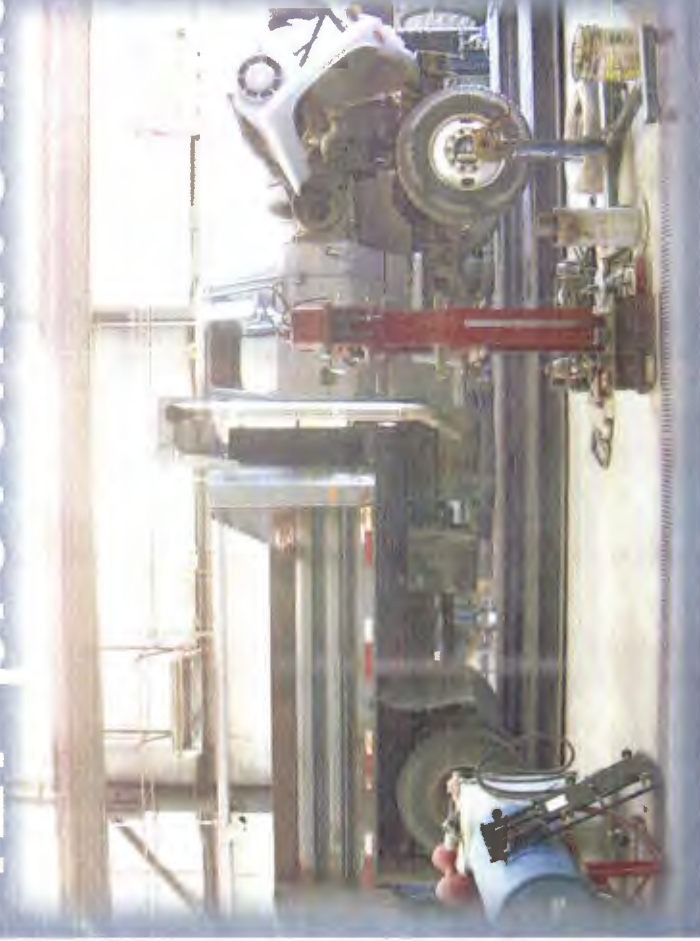
Preventive Maintenance 2020

**114 preventive maintenance/
repairs on police units**





127 preventive maintenance/repairs



THE END

**Elko City Council
Agenda Action Sheet**

1. Title: **Brief presentation and possible acceptance of a renewal proposal from Nevada Public Agency Insurance Pool (POOL), and approval of invoice for payment from FY 2021/2022 Funds in the amount of \$579,902, and matters related thereto. FOR POSSIBLE ACTION**

2. Meeting Date: **June 11, 2021**

3. Agenda Category: **PRESENTATION**

4. Time Required: **20 Minutes**

5. Background Information: **As a member of the Insurance Pool, the City of Elko owns a share of the equity that forms the basis for its financial strength.**

Your agenda packet includes an overview of coverage offered for the following Fiscal Year. The City of Elko's total program costs for FY 2021/2022 are \$579,902, representing a 12.6% increase over FY 2020/2021. CC

6. Budget Information:

Appropriation Required:
Budget amount available:
Fund name:

7. Business Impact Statement: **Not Required**

8. Supplemental Agenda Information:

9. Recommended Motion: **Pleasure of the Council**

10. Prepared by: **Curtis Calder, City Manager**

11. Committee/Other Agency Review:

12. Council Action:

13. Council Agenda Distribution: **Wayne Carlson
Pool Pact
waynecarlson@poolpact.com**



poolbact.com
The Power of the POOL

NEVADA PUBLIC AGENCY INSURANCE POOL MEMBER COVERAGE SUMMARY

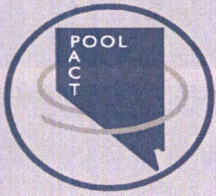
Prepared For:

Elko, City of

Prepared By:

LP Insurance Services, Inc.

**THANK YOU FOR
YOUR
MEMBERSHIP!**



Dear POOL Member:

Thank you for your continuing leadership commitment to serving your communities. The POOL continues to offer programs, services and support for Members' financial security and success in fulfilling your public service mission.

This Member Coverage Summary reflects the successful negotiations with multiple markets to obtain cost-effective terms, conditions and pricing for approval by the POOL Board on behalf of all Members.

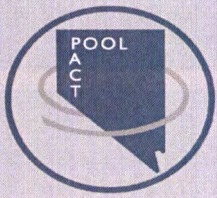
Your POOL offers extensive risk management services, such as POOL/PACT HR services which converted most of its training courses into virtual training and ELearning modules in response to the challenges of the Pandemic. They also conducted their popular POOL/PACT HR Symposium virtually with increased attendance Enrollment in the ELearning program, Target Solutions Fire/EMS training, and KnowBe4 email security training continues to reach an increasing number of employees for convenient and cost-effective learning. Our ongoing focus on law enforcement policies and practices targeted jail operations with onsite and virtual assessments.

We encourage you to discuss the POOL's services with staff and your agent. We regularly update our website and encourage you to visit www.poolpact.com to utilize a growing base of HR and risk management information in the resource libraries. While there, look for the POOL Coverage documents, board and committee agendas and minutes.

Thanks to all Member volunteers who serve on our boards and committees. These volunteers do a superb job of representing the interests of the Members of your POOL.

Sincerely,

Wayne Carlson
Executive Director
Nevada Public Agency Insurance Pool



STATE OF THE MARKET

Property:

The current property environment is full of challenges, and we anticipate continued hardening through 2021. Until underwriting profitability returns, expect little relief in rate, with continued pull-back in sublimits and tightening of policy wordings.

- Catastrophe losses and continued attritional losses amid uncertainty surrounding COVID-19 are just a few factors contributing to the sustained rate pressure buyers are experiencing. The level and magnitude of these increases vary greatly by the class of business, account loss history and perceived rate adequacy of the account.
- The elevated frequency of events continues to put pressure on the marketplace; 2020 third quarter natural catastrophe losses for U.S. property/ casualty insurance were the largest since the third quarter of 2017 when we experienced hurricanes Harvey, Irma and Maria.

Casualty:

The increase in severity for liability losses of all types is crudely attributed to “social inflation.” The excess liability marketplace continues to experience extensive disruption. Deteriorating loss trends continue to negatively impact underwriting profitability driving underwriters to require continued, significant rate increases, to narrow underwriting appetites, to reevaluate coverage grants, and to require changes to program structures, i.e., reducing available capacity and requiring higher attachment points.

- Loss severity is increasing along with the percentage of claims that are litigated. The median value of the top 50 U.S. verdicts in 2019 is estimated to be \$88 million, which would mark a 62% increase from 2018's median value of \$54.33 million. We have seen the median value of the top 50 U.S. verdicts increase by 318% since 2014. The recent numbers have become the benchmark for future claims and are the result of aggressive litigation, litigation financing, the impact of changing attitudes of juries and social inflation. (Data from Chubb and Lewis Brisbois)
- Nuclear verdicts (greater than \$100 million) and large settlements, even in jurisdictions perceived as conservative, are another major driver of the current market.
- Securing coverage for wildfire, concussion/traumatic brain injury (TBI) litigation, sexual assault and molestation (SAM) and most recently communicable disease, is proving more and more difficult. Reinsurer feedback in the public entity sector largely concerns law enforcement, jail liability, and sexual abuse and molestation claims (SAM). Of note are exceedingly high demands forcing underwriters to reevaluate both their limit and coverage offerings for risks where these exposures exist. The erosion of societal trust, resulting in lawsuit abuse, is unlikely to change course. There is little possibility of tort reform to offset steadily growing jury awards.

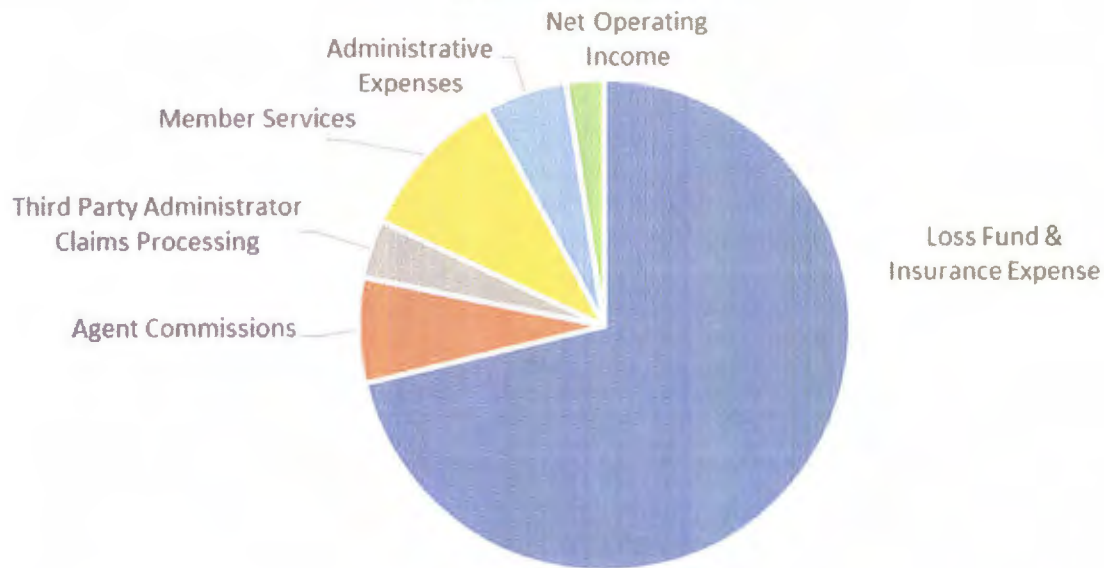
Cyber:

Given the dramatic increase in ransomware incidents during the pandemic, in both frequency and severity across all industries, organizations that are proactive in assessing their cyber resilience, and are able to demonstrate this resilience to underwriters, will fare the best. Cyber renewals are now averaging premium increases in the 25% to 40% range, with no losses and strong cyber risk management protocols in place.



POOL 2021-2022 APPROVED BUDGET AND EXPENSES

POOL FY 2021-22 Approved Budget Expenses



- Loss Fund & Insurance Expense
- Agent Commissions
- Third Party Administrator Claims Processing
- Member Services
- Administrative Expenses
- Net Operating Income



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

RENEWAL PROPOSAL	COVERAGE PERIOD	NAMED ASSURED	MAINTENANCE DEDUCTIBLE
	07/01/2021 – 07/01/2022 Standard Time	Elko, City of	\$5,000

Property Coverage

Coverage	Limit per Loss	
Property	\$300,000,000	Per Schedule of Locations

The following sub-limits apply to Section V. C. Extensions of Property Coverage:

Accounts Receivable	\$5,000,000 per loss
Arson Reward	10% up to \$25,000 per loss
Debris Removal - Mold/ Asbestos	\$100,000
Earthquake	\$150,000,000 aggregate
Flood	\$150,000,000 aggregate \$25,000,000 aggregate - Flood Zone A
Equipment Breakdown	\$100,000,000 per loss
• Loss of Income & Extra Expense	included
• Hazardous Substance Coverage	\$250,000 per loss
• Spoilage Coverage	\$250,000 per loss
• Data Restoration	\$100,000 per loss
• Electrical Risk Improvements	\$10,000
Expediting Expenses	\$25,000 per loss
Unintentional Errors and Omissions	\$5,000,000 per loss
Money and Securities	\$500,000 per loss
Ordinance or Law – LEED Building	\$500,000
Agreed Value Vehicles	Per Attachment D, if applicable



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Liability Coverage

The Limits of Liability are as follows:

Coverage	Limit per Named Assured	Annual Aggregate Limit per Named Assured
Per Event	\$10,000,000	\$10,000,000
<i>All Sublimits are a part of and not in addition to the Limits of Liability.</i>		
<i>Liability Sublimits:</i>		
• Additional Insured (Lessors) (Section I, item 2)	\$2,000,000	
• Weed Spray Property Damage (Section IV, item 3 (B) (2) (ix))	\$250,000	\$250,000
• Emergency Response to Pollution (Section IV, item 3 (B) (2) (v))	\$1,000,000	\$1,000,000
• Criminal Defense Fees and Costs (Section VI, part C, item 4)	\$50,000	\$50,000
• Defense for Regulatory Agency Actions (Section VI, part C, item 16)	\$50,000	
Sexual Abuse Sublimit (Section VI, part C, item 21)	\$2,500,000	\$2,500,000
<i>Retroactive Date</i>		<i>May 1, 1987 except as shown in Attachment C</i>



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Cyber Risk Security Coverage

The Limits of Liability are as follows: Privacy or Security Liability Limits	\$3,000,000	Each Named Assured Member/Annual Member Aggregate
Security Failure/ Privacy Event Management Coverage Sublimit	\$100,000	Each Named Assured Member
Network Interruption Coverage Sublimit	\$250,000	Waiting Hours Period: 12 Hours
Proof of Loss Preparation Costs Sublimit	\$50,000	Each Named Assured Member
Retroactive Date: July 1, 2013		

Environmental Liability Coverage

The Limits of Liability are as follows:

Coverage A	Third Party Claims for Bodily Injury, Property Damage or Remediation Expense
Coverage B	First Party Remediation Expense
Coverage C	Emergency Response Expense
Coverage D	Business Interruption

COVERAGE	DEDUCTIBLE	EACH INCIDENT LIMIT	AGGREGATE LIMIT
A,B,C	\$25,000	\$2,000,000	\$10,000,000

COVERAGE	DEDUCTIBLE	BUSINESS INTERRUPTION LIMIT (Days)	BUSINESS INTERRUPTION LIMIT (\$)
D	3 Days	365	\$2,000,000



poolbact.com
The Power of the POOL

NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Member Contribution: Per Expiring \$5,000 Maintenance Deductible

Total Cost:	\$541,975.16
Agent Compensation:	\$37,926.84
Total Program Cost Including All POOL Services:	\$579,902.00

This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage Form and Cyber Risk Coverage Form edition July 1, 2021.

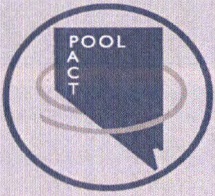


Member Contribution: \$10,000 Maintenance Deductible – Option I

Total Cost:	\$513,548.03
Agent Compensation:	\$35,936.94
Total Program Cost Including All POOL Services:	\$549,484.97

Member Contribution: \$25,000 Maintenance Deductible – Option II

Total Cost:	\$458,741.35
Agent Compensation:	\$32,100.47
Total Program Cost Including All POOL Services:	\$490,841.82



poolpact.com
The Power of the POOL

NEVADA PUBLIC AGENCY INSURANCE POOL

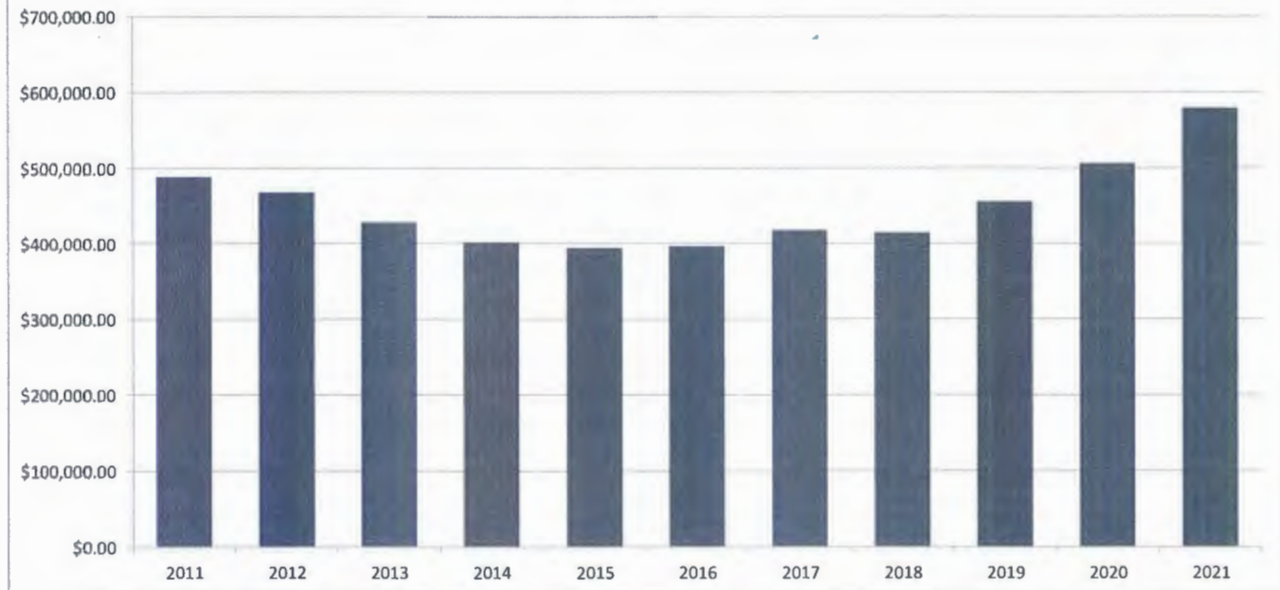
Historical Member Data & Loss Experience



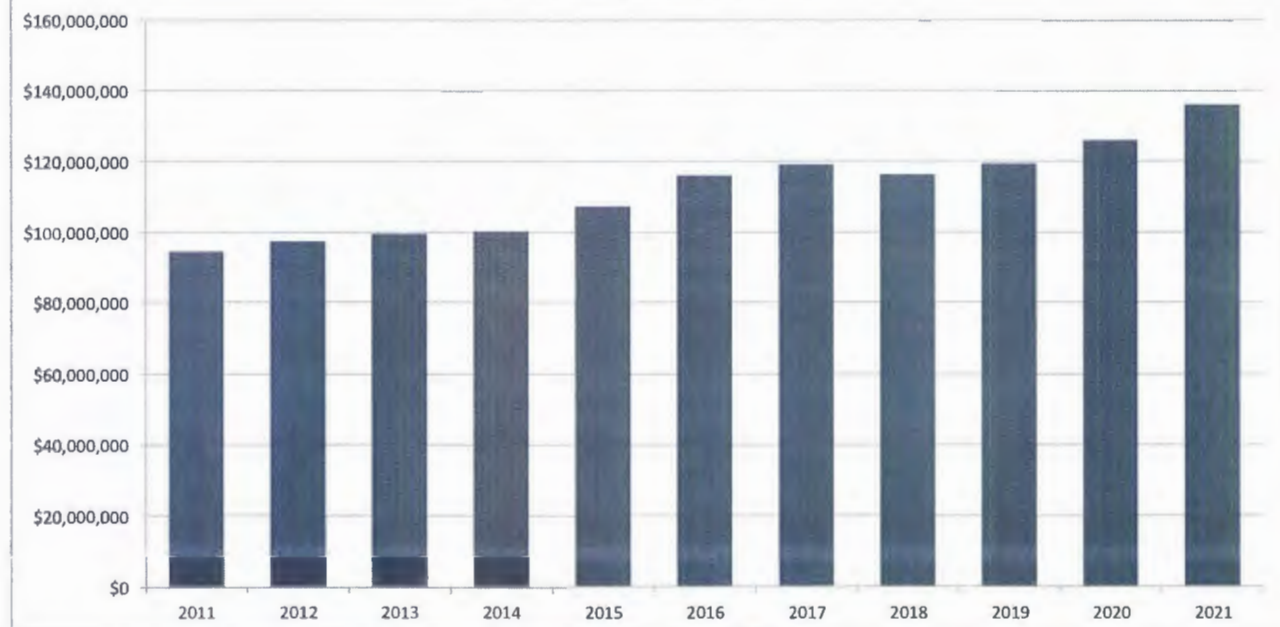
poolpact.com
The Power of the POOL

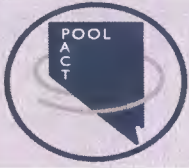
2021 Member Exposure Data
Elko, City of

2021 NPAIP Total Program Cost



2021 Total Insured Values

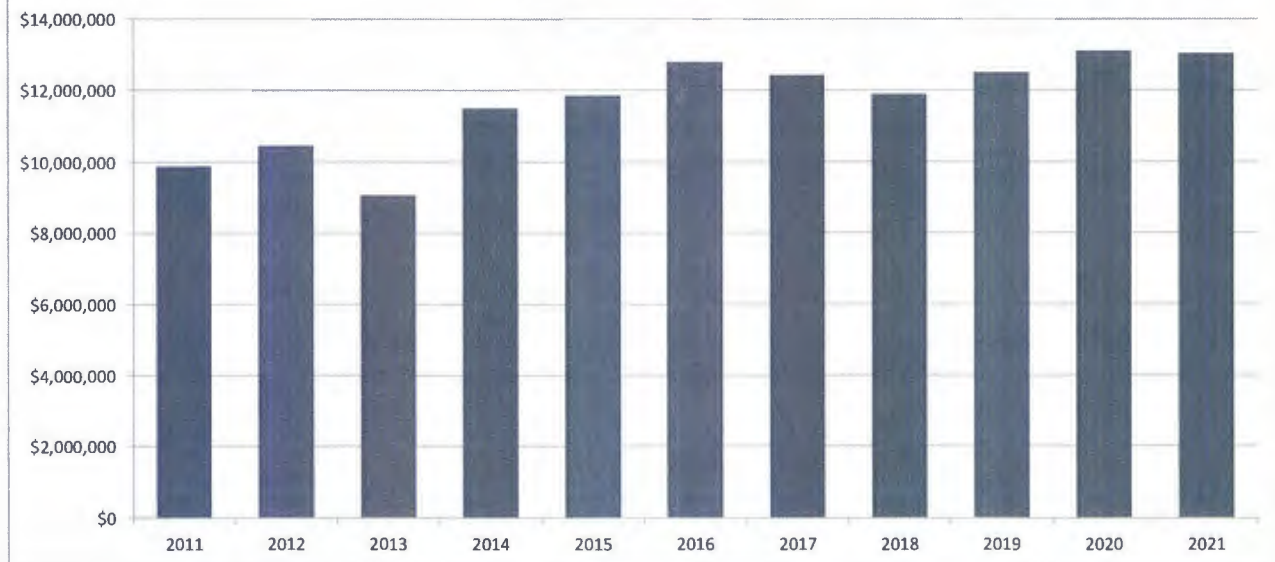




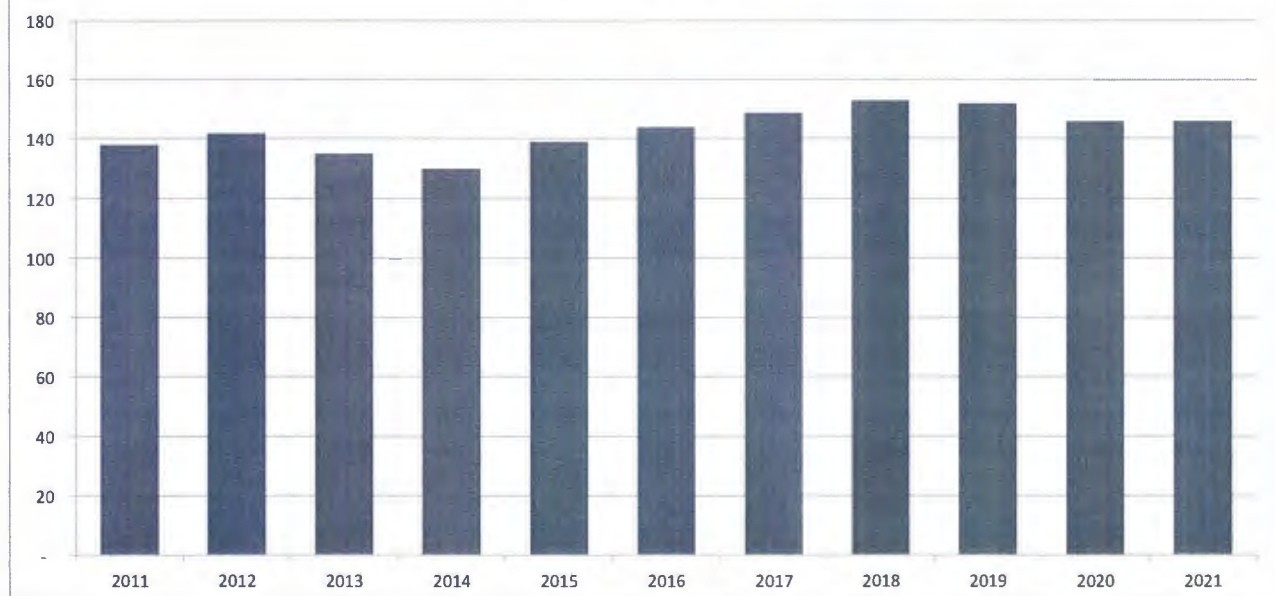
poolpact.com
The Power of the POOL

2021 Member Exposure Data Elko, City of

2021 Total Payroll



2021 Auto Count

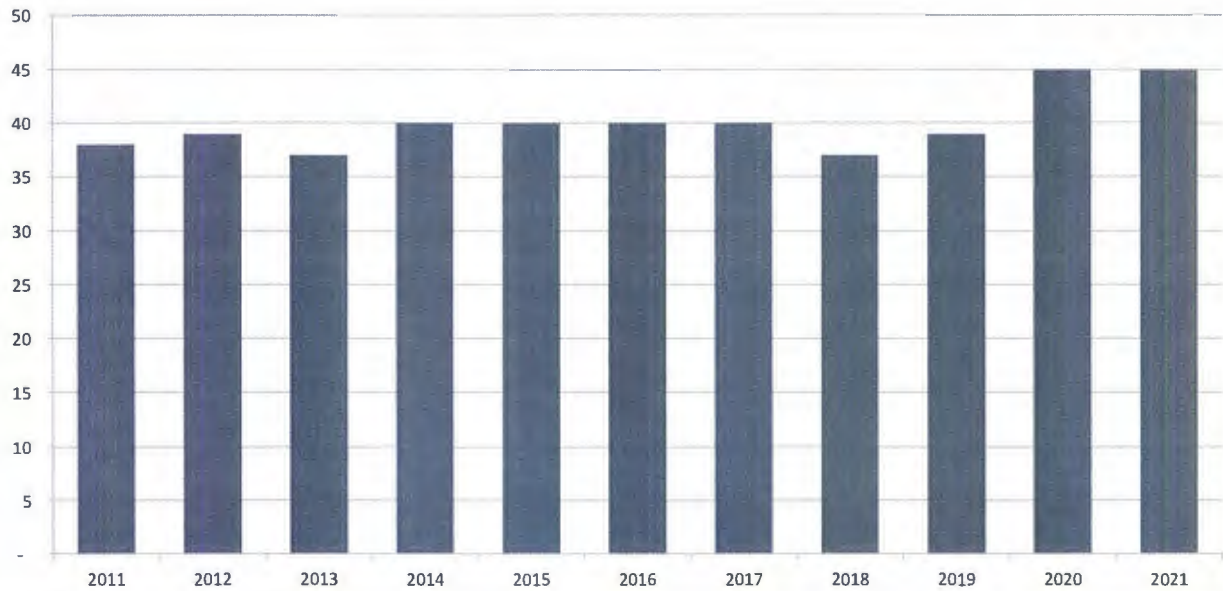


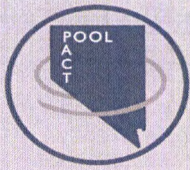


poolpact.com
The Power of the POOL

2021 Member Exposure Data
Elko, City of

2021 Officer Count

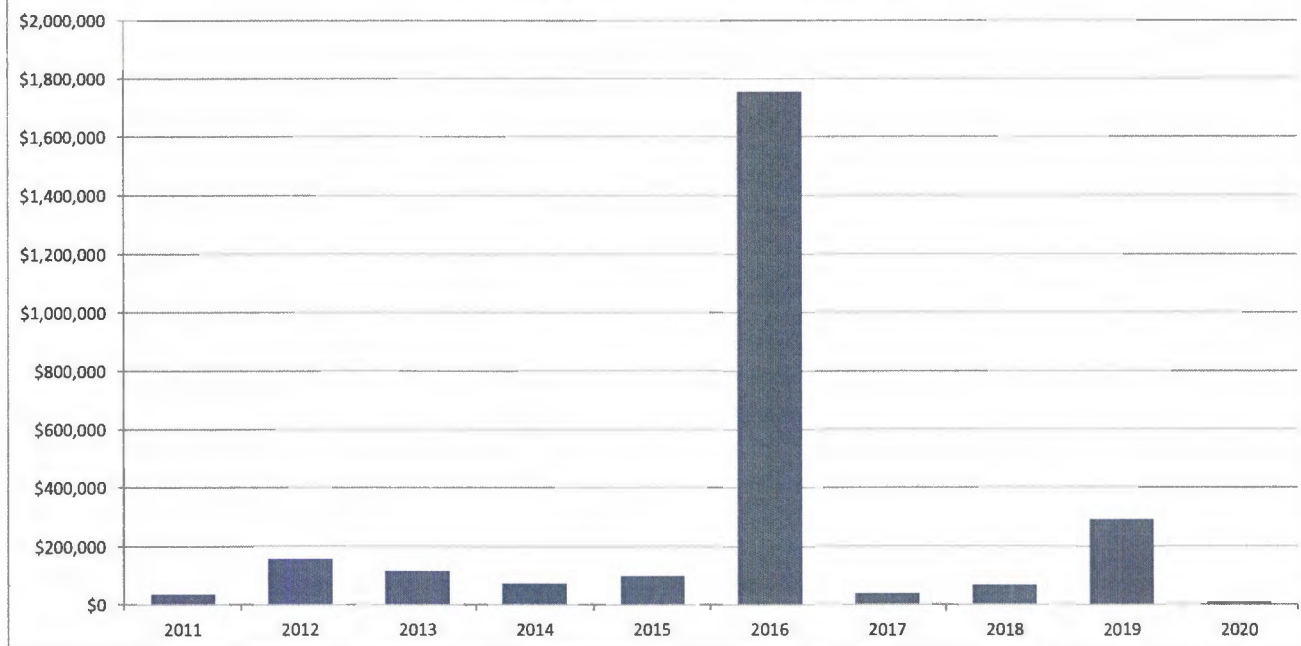




poolpact.com
The Power of the POOL

2021 Member Loss Data Elko, City of

Total Incurred Losses as of 12.30.20





poolpact.com
The Power of the POOL

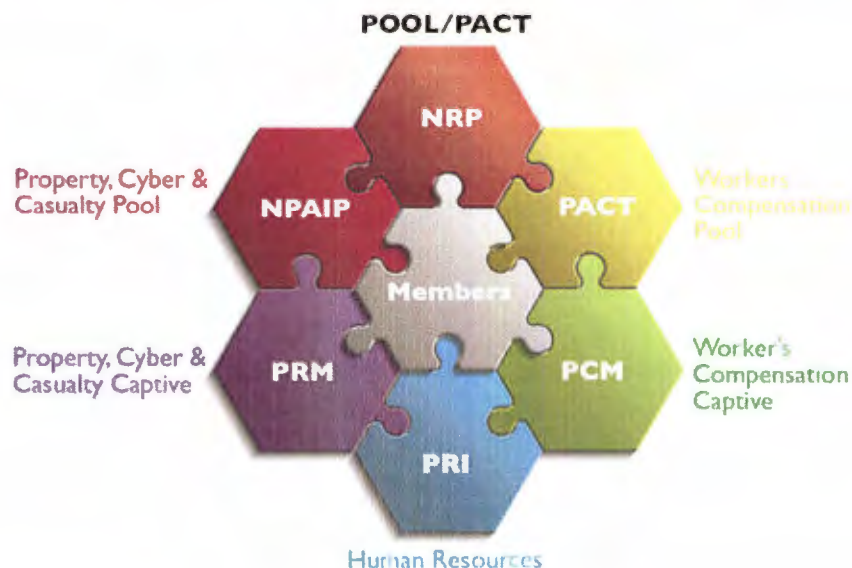
POOL PACT – HERE FOR YOU

Members Helping Members

In 1987, four Nevada counties formed their own risk sharing pool. Now over thirty years later, the majority of Nevada's rural public entities remain committed to each other and the mission of their risk pool organization. POOL/PACT continues to excel in providing an unparalleled level of service to our members. Our mission seeks to help members manage their risks so they can serve the public effectively.

The POOL Board is comprised of dedicated, hardworking, and ethical Member leaders focused on public risk management. They continue to do an excellent job of representing the interests of the Member-owners of POOL/PACT.

Our members continue to see great value in being part of the POOL/PACT because of extensive services, and that keeps membership retention strong. POOL/PACT encourages you to discuss the services we offer with your insurance agent – its valued partner in the POOL program.

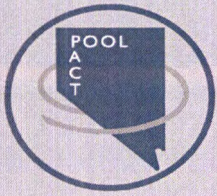


POOL Executive Committee

Cash Minor - Chair (Elko County)
Josh Foli - Vice Chair (Lyon County)
Geof Stark - Director (Churchill County)
Dan Murphy - Director (Pershing Co.SD)
Gina Rackley - Director (Humboldt Co)
Ann Cyr - Director (Carson City SD)
Vacant – Special Districts/ GID's

PACT Executive Committee

Paul Johnson - Chair (White Pine SD)
Cash Minor - Vice Chairman (Elko County)
Mike Giles - Trustee (City of Lovelock)
Josh Foli - Trustee (Lyon County)
Chris Mulkerns - Trustee (Town of Tonopah)
Cindy Hixenbaugh - Trustee (Pershing GH)
Elizabeth Frances - Trustee(White Pine County)



PROGRAMS AND SERVICES AVAILABLE TO POOL/PACT MEMBERS

RISK MANAGEMENT

Training

POOL/PACT provides extensive training. Here are some examples, visit www.poolpact.com for more: Safe Driving Techniques • Blood Borne Pathogens • Ethics • Nevada Open Meeting Law • POOL/PACT 101 • Positive Governance

eLearning

POOL/PACT provides a dynamic eLearning platform, ongoing and timely learning courses, and support for: • Human Resources • Employee Safety • Cyber Security • Risk Management • Health and Wellness and more. • Emergency Medical Services • Fire Safety

Risk Management On-Site Programs

Risk Control Program Analysis • Infrared Thermography (IRT) • Safety Policies and Procedures Review • Site Surveys • OSHA Compliance Assistance • Safety and Loss Control Committees Review and Development • Traffic Safety Cones • Improved Security Systems • On-site Respirator Fit and Fire Extinguisher Training • Swimming Pool Safety Training and Inspections • School and Bus Safety Training. • Accident Investigation Claims Analysis • Hazard Communication Program Review and Development

Law Enforcement and Fire Protection

On-line Law Enforcement training, policies, and best practices from the Legal Liability Risk Management Institute • Fire and EMS training, policies, and best practices from TargetSolutions. Jail safety and best practice review is being provided to all members operating correction facilities. The Fit 4 Retirement program is being enhanced to increase involvement and medical outcomes with oversight committee.

Risk Management Grant Program and Loss Control Excellence Program

POOL/PACT provides Loss Control grants to help mitigate or eliminate risk to employees and liability exposure. Five, \$2,000 risk management grants are available to each member each year. The Loss Control Excellence Program has been refreshed and enhanced including a larger financial incentive for attainment

24-7-365 Workers Comp Nurse Triage Program

PACT members are eligible to use our innovative and streamed lined WC information and reporting system for non-life-threatening on-the-job injuries

Cyber-Security

All POOL members are provided a KnowBe4 online account subscription. Ongoing and updated Cyber Security training • Best Practices • Practice guidelines • Network assessments • Virtual Risk Officer

MSDSonline

OSHA and state compliance with safety data sheet management and updates are available online to ensure compliance and updated information.

For additional information contact Marshall Smith, POOL/PACT Risk Manager,
(775) 885-7475 email: marshallsmith@poolpact.com website: www.poolpact.com



PROGRAMS AND SERVICES AVAILABLE TO POOL/PACT MEMBERS

HUMAN RESOURCES

A variety of services are offered through POOL/PACT HR. We work with each member individually to address their specific HR-related needs and reduce liability. The basic services include:

- Consultation with members to manage and resolve critical employment-related issues to include identifying options, providing step-by-step guidance, monitoring progress, and answering questions.
- Instructor-led training courses, workshops, and certificate programs.
- eLearning and live online training courses.
- Webinars on HR-related topics.
- On-site assessments of members' HR practices with recommendations.
- Communication issued as "Alerts" to notify members when a significant HR-related law or practice has changed.
- On-site HR Briefings tailored to specific needs/requests of members.
- Sample personnel policies which may be adopted for use by members.
- Sample job description templates and numerous HR forms that can be tailored for use by members.
- Salary schedule database available on our website for member reference.
- Summary of HR-related legislation produced each legislative session.
- HR Scholarships to assist member HR representatives in attaining nationally recognized HR certifications.
- Annual HR Conference providing HR representatives and CEOs valuable information on communication, leadership, and legal compliance.

For additional information contact Stacy Norbeck, POOL/PACT Human Resources Manager,
(775) 885-7475 email: stacynorbeck@poolpact.com website: www.poolpact.com



poolpact.com
The Power of the POOL

POOL PACT CONTACTS

Nevada Risk Pooling (NRP) (775) 885 7475

Wayne Carlson, Executive Director
waynecarlson@poolpact.com

Alan Kalt, Chief Financial Officer
akalt@poolpact.com

Marshall Smith, Risk Manager
marshallsmith@poolpact.com

Mike Van Houten, eLearning Administrator
eLearning@poolpact.com

Davies Claims Solutions

Donna Squires – Claims Manager
(775) 329 1181
Donna.squires@Davies-group.com

Margaret Malzahn – WC Claims Supervisor
(775) 329 1181
Margaret.malzahn@Davies-group.com

Willis Re Pooling

Mary Wray, Executive Vice President
(312) 288 7081
Mary.wray@willistowerswatson.com

Stephen Romero, Vice President
(775) 834 0201
Stephen.romero@willistowerswatson.com

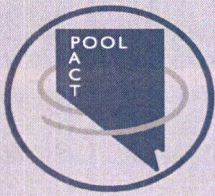
Amalia Lyons, Account Executive, AVP
(614) 326 4944
Amalia.lyons@willistowerswatson.com

Courtney Giesseman, Senior Vice President
(614) 326 4739
Courtney.giesseman@willistowerswatson.com

Pooling Resources, Inc. POOL/PACT HR (775) 887 2240

Stacy Norbeck, General Manager
stacynorbeck@poolpact.com

Jeff Coulam – Sr. HR Business Partner
jeffcoulam@poolpact.com



NPAIP MEMBERSHIP

Counties:

Churchill County
Douglas County
Elko County
Esmeralda County
Eureka County
Humboldt County
Lander County
Lincoln County
Lyon County
Mineral County
Nye County
Pershing County
Storey County
White Pine County

Towns:

Town of Gardnerville
Town of Genoa
Town of Minden
Town of Pahrump
Town of Round Mountain
Town of Tonopah

School Districts:

Carson City School District
Churchill County School District
Douglas County School District
Elko County School District
Esmeralda County School District
Eureka County School District
Humboldt County School District
Lander County School District
Lincoln County School District
Lyon County School District
Mineral County School District
Nye County School District
Pershing County School District
Storey County School District
White Pine County School District

Cities:

Boulder City
City of Caliente
City of Carlin
City of Elko
City of Ely
City of Fernley
City of Lovelock
City of Wells
City of West Wendover
City of Winnemucca
City of Yerington

Fire Districts:

Moapa Valley Fire Protection District
Mt. Charleston Fire Protection District
North Lake Tahoe Fire Protection District
North Lyon County Fire Protection District
Pahranagat Valley Fire District
Tahoe Douglas Fire Protection District
Washoe County Fire Suppression
White Pine Fire District

Others:

Central Nevada Historical Society
Central Nevada Regional Water Authority
County Fiscal Officers Association of Nevada
Douglas County Redevelopment Agency
Elko Central Dispatch
Elko Convention & Visitors Authority
Humboldt River Basin Water Authority
Mineral County Housing Authority
Nevada Association of Counties
Nevada Commission for the Reconstruction of the V & T Railway
Nevada League of Cities
Nevada Risk Pooling, Inc.
Nevada Rural Housing Authority
Pooling Resources, Inc.
Regional Transportation Commission of Washoe County
Truckee Meadows Regional Planning Agency
U.S. Board of Water Commissioners
Virginia City Tourism Convention
Western Nevada Regional Youth Center
White Pine County Tourism

Special Districts:

Alamo Water & Sewer District
Amargosa Library District
Beatty Library District
Beatty Water & Sanitation District
Canyon General Improvement District
Carson-Truckee Water Conservancy District
Carson Water Subconservancy District
Churchill County Mosquito, Vector and Weed Control District
Douglas County Mosquito District
Douglas County Sewer
East Fork Swimming Pool District
Elko County Agricultural Association
Elko TV District
Fernley Swimming Pool District
Gardnerville Ranchos General Improvement District
Gerlach General Improvement District
Humboldt General Hospital
Incline Village General Improvement District
Indian Hills General Improvement District
Kingsbury General Improvement District
Lakeridge General Improvement District
Lincoln County Water District
Logan Creek Estates General Improvement District
Lovelock Meadows Water District
Marla Bay General Improvement District
Mason Valley Swimming Pool District
Minden Gardnerville Sanitation District
Moapa Valley Water District
Nevada Association of Conservation Districts
Nevada Association of School Boards
Nevada Association of School Superintendents
Nevada Tahoe Conservation District
Northern Nye County Hospital District
Pahrump Library District
Palomino Valley General Improvement District
Pershing County Water Conservation District
Sierra Estates General Improvement District
Silver Springs General Improvement District
Silver Springs Stagecoach Hospital
Skyland General Improvement District
Smoky Valley Library District
Southern Nevada Area Communication Council
Southern Nevada Health District
Stagecoach General Improvement District
Sun Valley General Improvement District
Tahoe Douglas District
Topaz Ranch General Improvement District
Tahoe Reno Industrial General Improvement District
Tonopah Library District
Walker Basin Conservancy
Walker River Irrigation District
Washoe County Water Conservation District
West Wendover Recreation District
Western Nevada Development District
White Pine Television District #1
Zephyr Cove General Improvement District
Zephyr Heights General Improvement District

**THANK YOU
FOR YOUR
MEMBERSHIP!**



City of Elko
2021 - 2022 PROGRAM COSTS QUOTATION

The Program Costs are reflective of members' exposure to loss in conjunction with loss experience. Exposure simply means total insured property values, expenditures, payroll, number of autos, etc. The information provided is warranted to be true and accurate by an official of each member.

The City of Elko's annual program costs and comparisons are as follows:

	2019-2020	2020-2021	2021-2022
NPAIP Total Costs	\$456,971.41	\$507,203.97	\$579,902.00
Additional Agency Service Compensation	\$ 8,000.00	\$ 8,000.00	\$8,000.00
Environmental Liability Coverage	INCLUDED	INCLUDED	INCLUDED
Total Program Costs	\$464,971.41	\$515,203.97	\$587,902.00

Maintenance Deductible: \$5,000 applies to each and every loss with the exception of Environmental Liability.

Note: Acceptance of this renewal constitutes official acceptance of the pricing and approval for payment. Payment is due immediately upon receipt of invoice, but no later than July 9, 2021.

Policy Period	PREMIUM	INCURRED	PAID	ANNUAL INCURRED LOSS RATIO	ANNUAL PAID LOSS RATIO
7/1/20 to 4/1/21	\$507,209.97	\$99,651.94	\$62,033.80	19.65%	12.23%
7/1/19 to 1/1/20	\$456,971.00	\$379,203.80	\$102,278.48	82.98%	22.38%
7/1/18 to 7/1/19	\$415,448.00	\$89,785.22	\$89,785.22	21.61%	21.61%
7/1/17 to 7/1/18	\$409,330.00	\$53,764.25	\$20,130.25	13.13%	6.38%
7/1/16 to 7/1/17	\$399,000.00	\$632,445.58	\$632,445.58	158.51%	158.51%
Total	\$2,187,958.97	\$1,254,850.79	\$912,673.33		
3 YEAR LOSS RATIO=				41.41%	18.74%
5 YEAR LOSS RATIO=				59.18%	44.22%



Client Service Agreement Property & Casualty

This Client Service Agreement ("Agreement") is made and entered into this First Day of July 2021 ("Effective Date"), by and between LP Insurance Services (Agency), having an office located at 555 5th St; Elko, NV 89801, and City of Elko("Client").

WHEREAS, LP Insurance Services is duly licensed to engage in the insurance business for the purposes set forth herein, and;

WHEREAS, Client desires to engage the services of LP Insurance Services upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. LINES OF INSURANCE COVERAGE

This Agreement is entered into with respect to the Property and Casualty lines of insurance coverage offered by Nevada Public Agency Insurance Pool (NPAIP) and other unrelated lines of Property and Casualty lines of insurance for which Client agrees to name LP Insurance Services as its Broker of Record.

2. SERVICES

LP Insurance Services agrees to provide to Client the following insurance services:

Risk Management

- Conduct exposure analysis
- Analyze current insurance program and make recommendations for program enhancements and potential savings
- Review coverage unrelated to NPAIP if requested by Client.

Marketing

- Develop underwriting submission
- Place and implement selected lines of coverage, i.e Airport Liability, at Clients request.

LP Insurance Services, LLC

300 East 2nd Street Suite 1300 - Reno, Nevada 89501 – ph (775)996-6000 – fax (775) 473-9288



Ongoing

- Consult on special projects
- Review policies for accuracy prior to delivery.
- Monitoring losses and loss control issues.
- Proactively monitor and facilitate claims handling and procedures

The above-referenced services shall be rendered by LP Insurance Services to Client pursuant to the terms of this Agreement.

3. COMPENSATION

LP Insurance Services will be compensated for the services outlined in this agreement through the payment of an administration fee by the Client to LP Insurance Services and commissions paid on insurance premiums by selected insurance companies to LP Insurance Services.

DESCRIPTION	Agency Services Compensation	Commission(s) (%)	Fixed Monthly Cost(s) (\$)
Agency Compensation	\$8,000.00	Average of 7% of insurance premiums only.	\$0.00

Contingent, supplemental, or bonus commissions

Some of the insurance companies LP Insurance Services represents may pay it additional incentive commission, sometimes referred to as contingent, supplemental or bonus commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time. Such additional commissions would be in addition to any other compensation LP Insurance Services may receive. This is not applicable for the NPAIP agents.

4. BROKERAGE INTERMEDIARIES

LP Insurance Services may utilize the services of other intermediaries, such as wholesale brokers, excess and surplus lines brokers and underwriting managers, to assist in the marketing of Client insurance coverage, when in LP Insurance Services professional judgment those services are necessary



5. TERM AND TERMINATION

The term of this Agreement shall commence on 7/1/2021 and shall terminate one (1) year thereafter. The term may be extended by mutual written agreement of the parties. In the event of termination, LP Insurance Services will assist Client in arranging a smooth transition process. However, LP Insurance Services obligation and the obligation of its affiliates to provide services to Client will cease upon the effective date of termination, unless otherwise agreed in writing.

Notwithstanding the term of this Agreement, either party shall have the right to terminate this Agreement upon 90 days' prior notice to the other. In the event of termination by the Customer prior to expiration, LP Insurance Services Agency Services compensation will be deemed fully earned at inception.

6. ACCURACY OF INFORMATION

LP Insurance Services ability to provide Client with the services outlined in paragraph 2 above is conditioned upon LP Insurance Services receipt of accurate and timely information from Client. LP Insurance Services will not independently verify or authenticate information provided by or on behalf of you. You shall be solely responsible for the accuracy and completeness of such information and other documentation furnished to LP Insurance Services.

7. BOOKS AND RECORDS

Client is entitled to copies of reports prepared by LP Insurance Services hereunder, contracts between Client and its carriers/administrators to the extent such contracts are in LP Insurance Services possession and control, and communications between LP Insurance Services and Client's insurance carriers and employee benefits providers to the extent such books and records are maintained by LP Insurance Services with regard to its performance under this Agreement



8. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings, and negotiations with respect to such matters. This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived only if such modification, amendment, or waiver is in writing and signed by the party to be charged with same. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors. Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures, or attacks on its server. The parties further agree that neither party shall have any liability for indirect, special, punitive, consequential, or incidental damages, including, without limitation, loss of profits.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

10. SELECTION OF ISSUING INSURANCE COMPANY

LP Insurance Services has no ownership interest in and is not under common control with the insurance company that is issuing the lines of insurance coverage described in this Agreement.

IN WITNESS THEREOF, the parties have hereunto set their hands on the date and year first above written for the purposes set forth in this Agreement:

LP Insurance Services

City of Elko

Signature

Signature

Print Name

Print Name

Title

Title

LP Insurance Services, LLC

300 East 2nd Street Suite 1300 - Reno, Nevada 89501 – ph (775)996-6000 – fax (775) 473-9288



INVOICE

City of Elko
1751 College Avenue
Elko, NV 89801

Customer:	City of Elko
Date:	May 14, 2021
Customer Service	Dain Uriarte dain.uriarte@lpins.net
Page	1 of 1
Payment Information	
Invoice Summary	POOL Total Costs
Payment Amount	\$
Due Date	07/09/2021

Customer: City of Elko

Invoice	Effective	Transaction	Description	Amount
	7/1/2021	Renewal	POOL Total Costs	\$579,902.00
		Renewal	Agency Services Compensation	\$8,000.00
Total Due:				\$587,902.00
PLEASE MAKE PAYMENT PAYABLE TO: LP Insurance Services LLC				
Due Date: 07/09/2021				
LP Insurance Services, LLC 300 E. 2 ND St., Suite 1300 Reno, NV 89501			May 14, 2021	

**Elko City Council
Agenda Action Sheet**

1. Title: **Update regarding Labor Negotiations between the City of Elko and the Elko Fire Fighters Association, IAFF Local 2423, and matters related thereto. INFORMATION ONLY – NON ACTION ITEM**
2. Meeting Date: **June 11, 2021**
3. Agenda Category: **PERSONNEL**
4. Time Required: **10 Minutes**
5. Background Information:
6. Budget Information:

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

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible authorization for Staff to solicit bids for the construction of curb, gutter, sidewalk, and paving on Jennings Way as illustrated in the attached plans, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 8, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **This is a missing piece of infrastructure that is going to provide drainage as well as providing pedestrian access from the Connolly Subdivisions to Adobe Middle School. We will only be constructing the section that is on the west side of Jennings Way as illustrated in the attached plans. DS**
6. Budget Information:
Appropriation Required: **Approximately \$200,000.00**
Budget amount available: **\$1,370,471.00**
Fund name: **Capital Construction**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Authorize Staff to solicit bids for the Jennings Way sidewalk, curb, and gutter improvements**
10. Prepared by: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Mike Shanks, shankseng@gmail.com
Bob Thibault, Staff Engineer**

ABBREVIATIONS

[illegible]

EXISTING		DESIGN
 ROW LINE PROPERTY LINE CENTER LINE EASEMENT P.O.C. (to R/W) PRECINCT CORNER 1/4 INTERVAL 3/4 INTERVAL SEWER LINE STORM SEWER ELECTRICAL LINE (OVER HEAD) ELECTRICAL LINE (UNDER GROUND) EXISTING GAS MAIN OR SERVICE PIPE FENCE LANDSCAPE WALL		 STREET MONUMENT PROPERTY CORNER - FOUND PROPERTY CORNER - TO BE SET C&G POINT, METHOD SET 1/4 CORNER SECTION CORNER CONTROL POINT or VERTICAL BACK SIGHT BENCH MARK TRAFFIC FLOW DIRECTION SINGLE CONSTRUCTION SIGN DOUBLE CONSTRUCTION SIGN AC PAVEMENT AREA - 1/4" x 6" 8" TYPE 2 AGGREGATE BASE CONCRETE SURFACE LANDSCAPE WALL TYPE 1 AGGREGATE BASE LANDSCAPE - PLANTS LANDSCAPE - PLANTS LANDSCAPE - ROCK MULCH & PLANTS STREET LIGHT TELEPHONE POLE TELEPHONE POLE UTILITY POLE WATER MAIN WATER MAIN FIRE HYDRANT LIGHT POLE

CIVIL ENGINEER
SHANKS ENTERPRISES
982 S. WOLF CR. DR.
SPRING CREEK, NEVADA 89815
(775) 934-9356
MICHAEL E. SHANKS, P.E.

PUBLIC UTILITIES			
NAME	UTILITY	PHONE NO.	CONTACT
CITY OF ELKO	SEWER & WATER	775-777-7272	DALE JOHNSON
FRONTIER COMMUNICATIONS	PHONE/ INTERNET	775-738-0775	WILLIAM WHITAKE
SOUTH WEST GAS	GAS	775-753-5199	DAVID SCHONE
NV ENERGY	ELECTRICAL	775-834-2822	CHRISTY MATYS
ELKO DISTRICT	-	775-778-0561	

C1.1 TITLE SHEET
C2.1 PLAN & PROFILE ~ JENNINGS WAY - NORTH
C2.2 PLAN & PROFILE ~ JENNINGS WAY - SOUTH
C3.1 DETAILS ~ 1 TO 7
C4.1 DETAILS ~ 8 TO 9

Shanks Enterprises
982 WOLF CREEK DR.
SPRING CREEK, NV 89815
775-934-9350

	DESCRIPTION	DISEASES	TREAT	CHECKED	APPROVED
1	PRELIMINARY ISSUE FOR REVIEW				
2	PRELIMINARY ISSUE FOR REVIEW				
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
52					
53					
54					
55					
56					
57					
58					
59					
60					
61					
62					
63					
64					
65					
66					
67					
68					
69					
70					
71					
72					
73					
74					
75					
76					
77					
78					
79					
80					
81					
82					
83					
84					
85					
86					
87					
88					
89					
90					
91					
92					
93					
94					
95					
96					
97					
98					
99					
100					

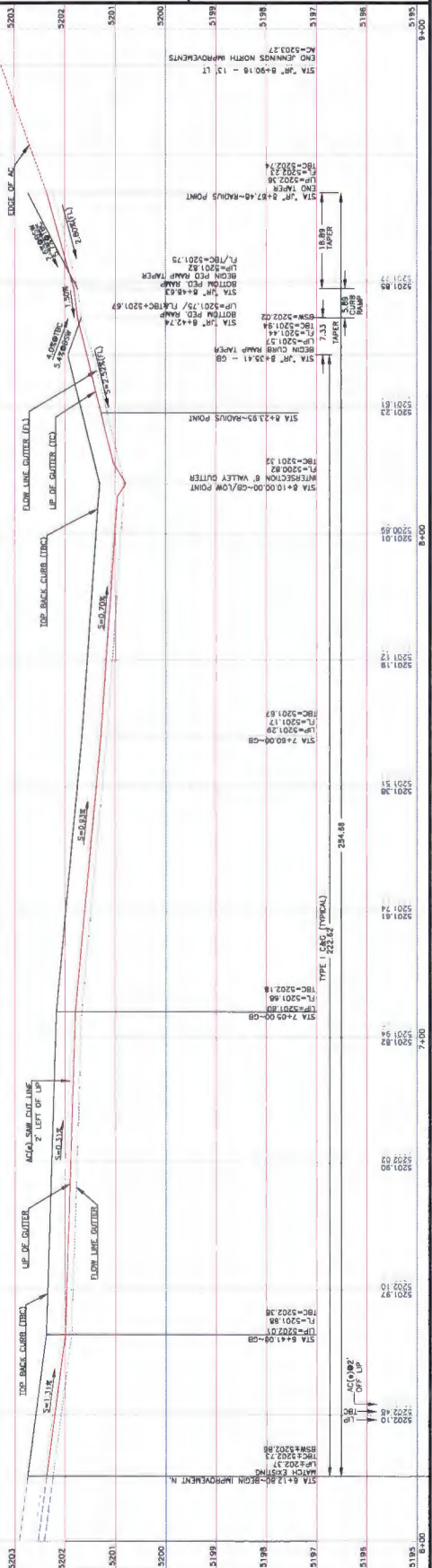
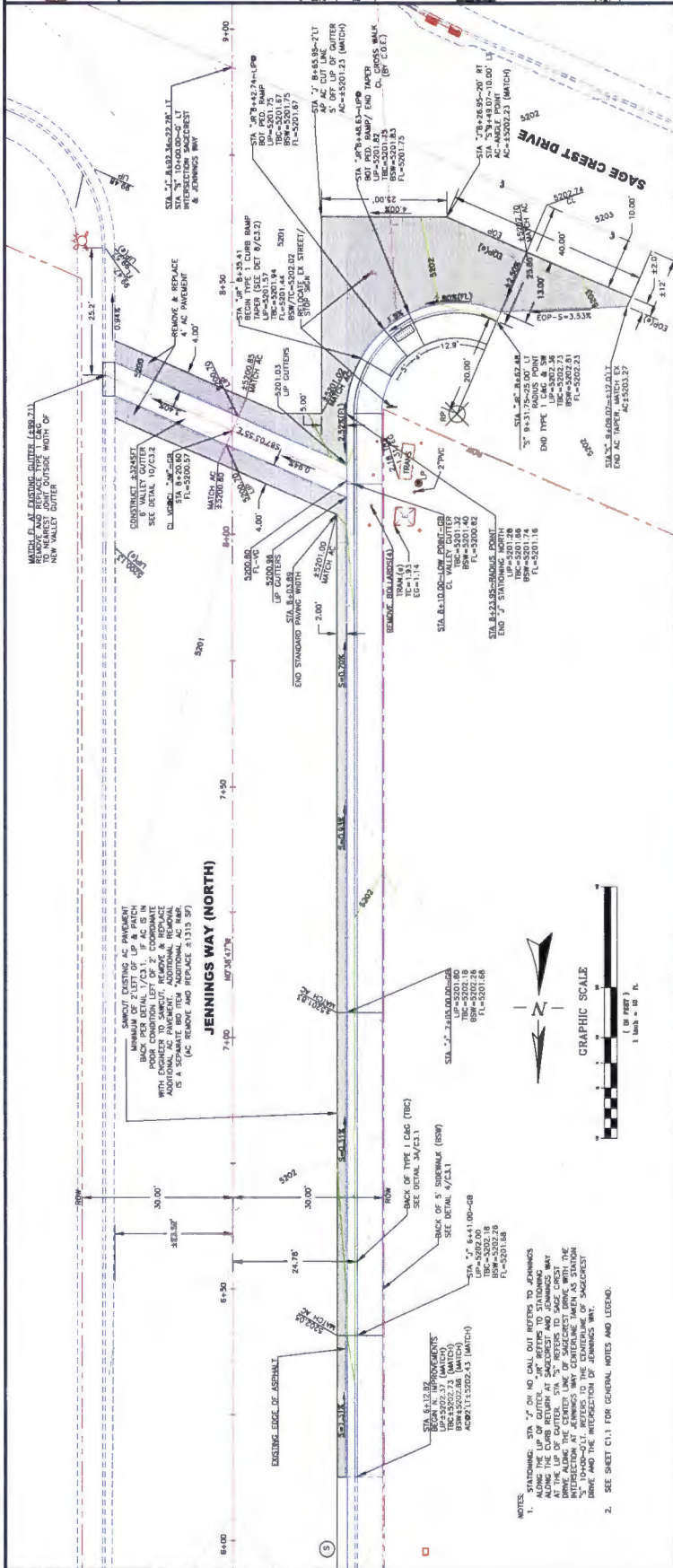
TITLE	CITY OF ELKO WEST JENNINGS WAY SIDEWALK, CUR & GUTTER IMPROVEMENTS	PREPARED FOR	CITY OF ELKO 1751 COLLEGE AVENUE ELKO, NV 89801
PROJECT NO.		DATE	2002/158
		SCALE	AS SHOWN
		PROJECT NO.	000118



Shanks Enterprises
775-894-8988
SPRING CREEK, NY 08013

NO.	DESCRIPTION	DATE	BY	CHKD.	APP'D.
1	PRELIMINARY DESIGN FOR REVIEW	8-10-20	MS	MS	MS
2	REVISION	8-10-20	MS	MS	MS
3	REVISION	8-10-20	MS	MS	MS
4	REVISION	8-10-20	MS	MS	MS
5	REVISION	8-10-20	MS	MS	MS
6	REVISION	8-10-20	MS	MS	MS
7	REVISION	8-10-20	MS	MS	MS
8	REVISION	8-10-20	MS	MS	MS
9	REVISION	8-10-20	MS	MS	MS
10	REVISION	8-10-20	MS	MS	MS

CITY OF ELKO
JENNINGS WAY SIDEWALK DESIGN
ELKO, NV 89801
STATION 10+40 TO 13+00
PLAN PROFILE - NORTH
2002158
DESIGNED BY: SHANKS ENTERPRISES
CHECKED BY: SHANKS ENTERPRISES
APPROVED BY: SHANKS ENTERPRISES



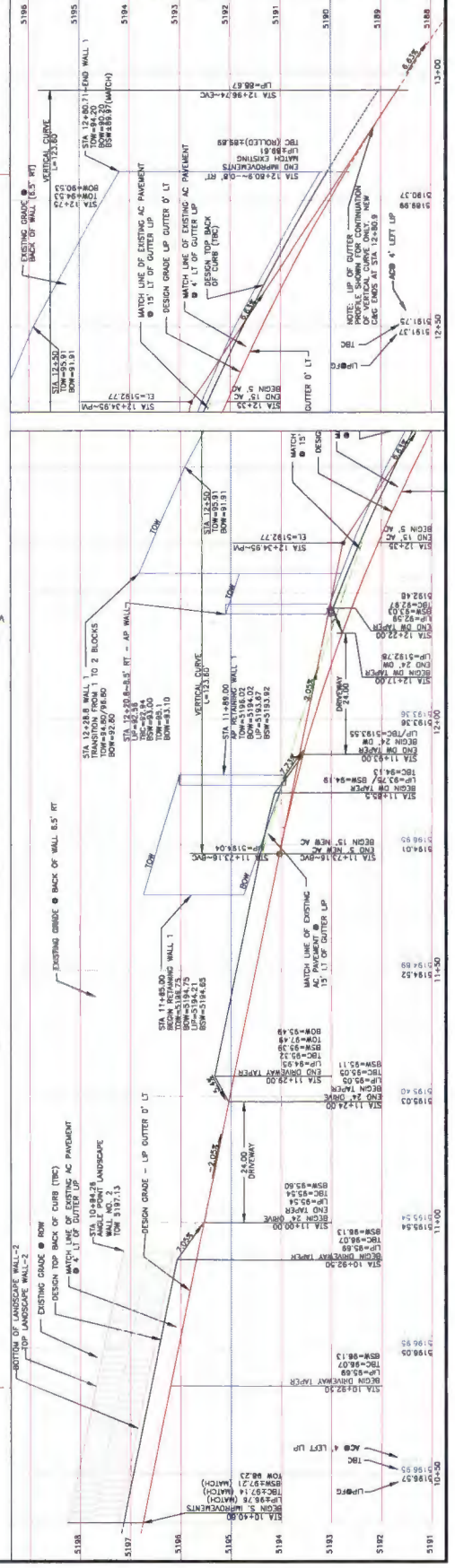
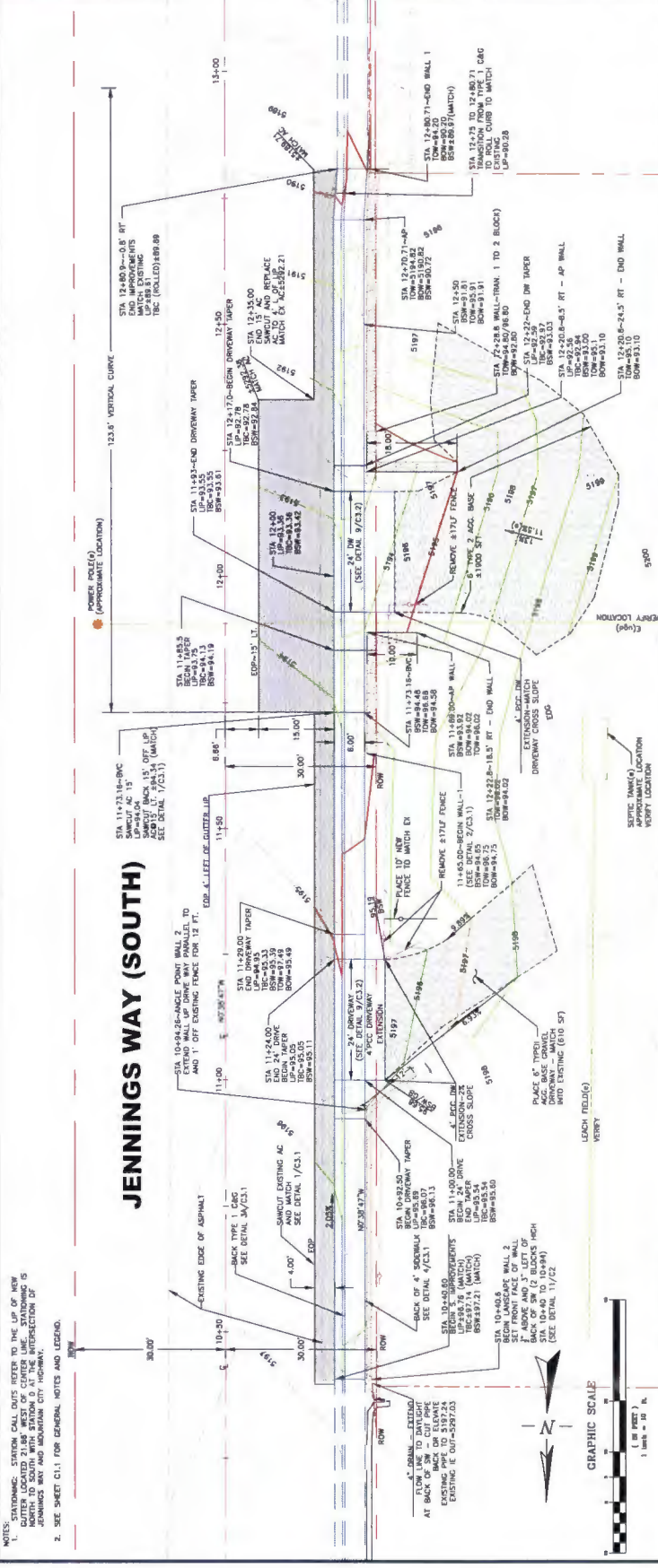


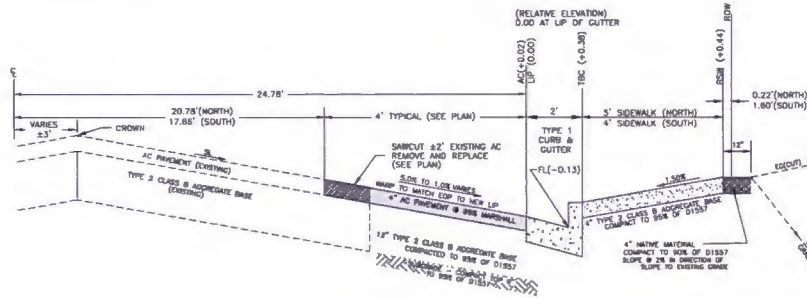
Sharks Enterprises
862 Wolf Creek Dr.
Spring Creek, NY 09015
775-934-9350

NO.	DATE	BY	CHKD.	DESCRIPTION
1	8-1-83	MS	MS	PRELIMINARY ISSUE FOR REVIEW
2	7-1-83	MS	MS	REVISED
3	8-1-83	MS	MS	REVISED
4	8-1-83	MS	MS	REVISED
5	8-1-83	MS	MS	REVISED
6	8-1-83	MS	MS	REVISED
7	8-1-83	MS	MS	REVISED
8	8-1-83	MS	MS	REVISED
9	8-1-83	MS	MS	REVISED
10	8-1-83	MS	MS	REVISED

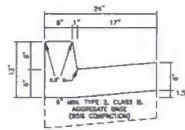
202158
ELKO, NY 09001
CITY OF ELKO
1751 COLLEGE AVENUE
JENNINGS WAY SIDEWALK DESIGN
PLAN PROFILE - SOUTH
STATION 10+40 TO 13+00
DRAWING MADE FOR 20-00114
PROJECT NO. 202158
SHEET 10 OF 10

CITY OF ELKO
JENNINGS WAY SIDEWALK DESIGN
PLAN PROFILE - SOUTH
STATION 10+40 TO 13+00
DRAWING MADE FOR 20-00114
PROJECT NO. 202158
SHEET 10 OF 10





TYPICAL ROAD SECTION - JENNINGS WAY DETAIL NO. 1
SCALE: N.T.S.

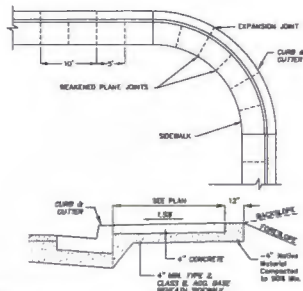


TYPE 1 CURB & GUTTER
DETAIL NO. 3A
DRAWING NO. 19-21
SCALE: N.T.S.

NOTES:

1. CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 333.10 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. AGGREGATE BASE MATERIAL SHALL MEET THE REQUIREMENTS OF SECTIONS 302 & 303 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
3. ALL CONCRETE CURB AND GUTTER SHALL HAVE 5' EXPANSION JOINTS EVERY 50 FEET AND AT ALL CURB RETURNS. WEAKENED PLANE JOINTS SHALL BE EVERY 10 FEET.
4. PLANTING IN BURNING SURFACE SHALL BE 1' TO 5' ABOVE LIP OF GUTTER PAV.

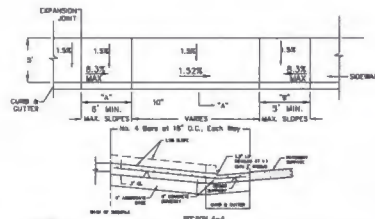
CURB DETAIL NO. 3
SCALE: N.T.S.



NOTES:

1. CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 333.10 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. ALL CONCRETE SIDEWALK SHALL HAVE 5' EXPANSION JOINTS EVERY 50 FEET AND AT ALL CURB RETURNS. WEAKENED PLANE JOINTS SHALL BE EVERY 10 FEET AND COINCIDE WITH THE ADJACENT CURB AND GUTTER WEAKENED PLANE JOINTS. THE WEAKENED PLANE JOINTS PLACED EVERY 10 FEET IN THE SIDEWALK MAY BE SAVED WITH CITY OF ELKO APPROVAL. AND SHALL MEET THE REQUIREMENTS OF SECTION 304 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
3. AGGREGATE BASE MATERIAL SHALL MEET THE REQUIREMENTS OF SECTION 302 & 303 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
4. FENCEPOSTS & BACKSLOPES SHALL BE APPROVED BY THE CITY OF ELKO PRIOR TO CONSTRUCTION.
5. CROSS SLOPE OF SIDEWALK SHALL NOT EXCEED 2%.

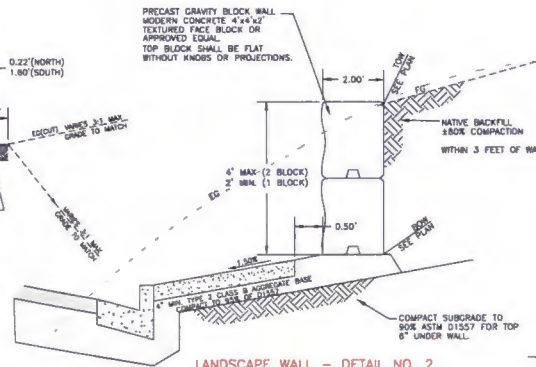
TYPICAL SIDEWALK - DETAIL NO. 4
DRAWING NO. 19-21
SCALE: N.T.S.



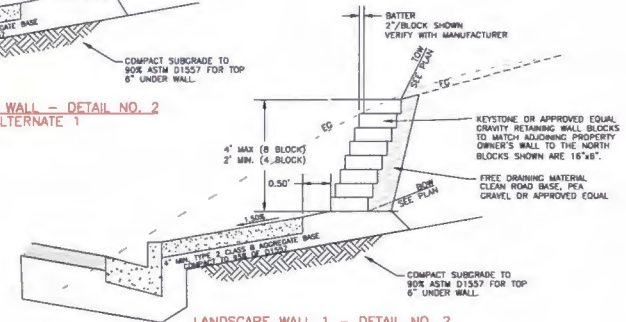
NOTES:

1. CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 333.10 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. AGGREGATE BASE MATERIAL SHALL MEET THE REQUIREMENTS OF SECTION 302 & 303 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
3. CONCRETE DRIVEWAY CAN BE POURED MONOLITHICALLY WITH CURB & GUTTER.
4. FOR CONCRETE DRIVEWAY, USE NO. 4 REINFORCING STEEL AT 18" O.C. EACH WAY. REINFORCING STEEL SHALL MEET THE REQUIREMENTS OF SECTION 304 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
5. CROSS SLOPE OF SIDEWALK AND 4 FOOT MIN. AREA OF DRIVEWAY SHALL NOT EXCEED 2%.
6. REMOVAL OF EXISTING IMPROVEMENTS SHALL MEET THE REQUIREMENTS OF SECTION 301 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

DEPRESSED SIDEWALK DRIVE WAY OPENING - DETAIL NO. 5
SCALE: N.T.S.

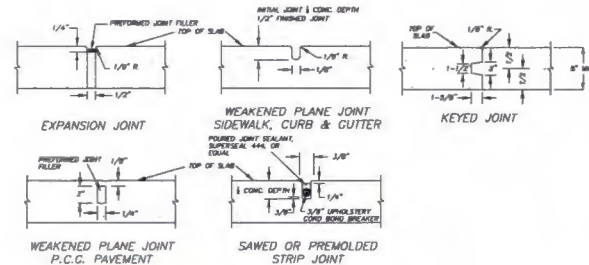


LANDSCAPE WALL - DETAIL NO. 2
ALTERNATE 1
SCALE: N.T.S.



LANDSCAPE WALL 1 - DETAIL NO. 2
ALTERNATE 2
SCALE: N.T.S.

GRADE # (B TO A)	1/4" MIN. (FT.)	3/8" MIN. (FT.)
> -4.00	4.5	15.0
-4 TO -3.01	4.5	12.0
-3 TO -2.01	5.0	9.5
-2 TO -1.01	5.5	8.0
-1 TO 1	7.0	7.0
1.01 TO 2	8.0	5.5
2.01 TO 3	9.5	5.0
3.01 TO 4	12.0	4.5
> 4.00	15.0	4.5



PCC JOINTING DETAILS - DETAIL 6
DRAWING NO. 19-101
SCALE: N.T.S.

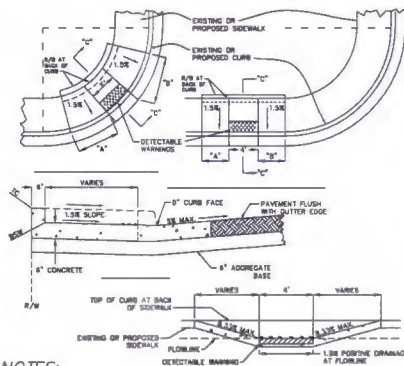


Shanks Enterprises
902 WOLF CREEK DR.
SPRING CREEK, NV 89013
775-834-9356

NO.	DATE	REVISION	BY	CHKD	APP'D
1	01/21/20	DESIGNED	MS		
2	01/21/20	DRAWN	MS		
3	01/21/20	CHECKED	MS		
4	01/21/20	APPROVED	MS		

CITY OF ELKO
JENNINGS WAY SIDEWALK DESIGN
DETAILS 1-6
DRAWING NO. 19-101
SCALE: N.T.S.

TYPE 1 SIDEWALK CROSS DRAIN -- DETAIL 7 OMIT

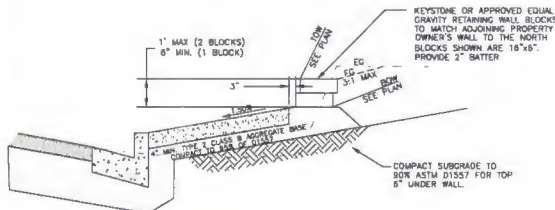


GRADE # (B TO A)	"A" MIN. (FT.)	"B" MIN. (FT.)
> -4.00	4.5	15.0
-4 TO -3.01	4.5	12.0
-3 TO -2.01	5.0	9.5
-2 TO -1.01	5.5	8.0
-1 TO 1	7.0	7.0
1.01 TO 2	8.0	5.5
2.01 TO 3	9.5	5.0
3.01 TO 4	12.0	4.5

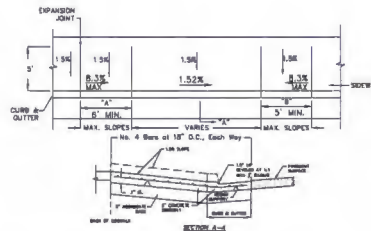
NOTES:

1. CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 337.19 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. AGGREGATE BASE MATERIAL SHALL MEET THE REQUIREMENTS OF SECTION 302 & 308 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
3. CURB RAMP WITHIN CURB RETURN SHALL BE LOCATED AT THE MIDPOINT OF CURB RETURN.
4. RAMPS SHALL BE CONSTRUCTED WITH A ROUGH BROOM FINISH TRANSVERSE TO THE SLOPE OF THE RAMP.
5. WHEN CONSTRUCTING A RAMP WHERE CURB & GUTTER EXIST, COMPLETELY REMOVE INTERFERING PORTIONS OF EXISTING CURB & GUTTER. LOCATION OF CURB RAMP SHALL BE APPROVED BY THE CITY OF ELKO PRIOR TO INSTALLATION.
6. DETECTABLE WARNING SHALL BE YELLOW AND CONSIST OF RAISED TRUNCATED DOMES AND PLACED AT THE BOTTOM PORTION OF THE RAMP.
7. CROSS SLOPE OF SIDEWALK AND RAMP SURFACES SHALL NOT EXCEED 2%.
8. CURB RAMPS & DETECTABLE WARNING SHALL MEET THE REQUIREMENTS OF 28 CFR PART 36, ADA STANDARDS FOR ACCESSIBLE DESIGN.

TYPE 1 CURB RAMP -- DETAIL 8 N.T.S.



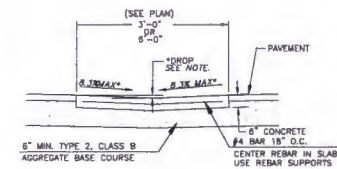
LANDSCAPE WALL 2 -- DETAIL NO. 11 SCALE N.T.S.



NOTES:

1. CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 337.19 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. AGGREGATE BASE MATERIAL SHALL MEET THE REQUIREMENTS OF SECTION 302 & 308 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
3. CONCRETE DRIVEWAY CAN BE POURED MONOLITHICALLY WITH CURB & GUTTER.
4. FOR COMMERCIAL CONCRETE DRIVEWAYS, USE NO. 4 REINFORCING STEEL AT 18" O.C. EACH WAY. RESIDENTIAL CONCRETE DRIVEWAYS DO NOT REQUIRE REINFORCING STEEL. REINFORCING STEEL SHALL MEET THE REQUIREMENTS OF SECTION 308 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
5. CROSS SLOPE OF SIDEWALK AND 4 FOOT MIN. AREA OF DRIVEWAY SHALL NOT EXCEED 2%.
6. REMOVAL OF EXISTING IMPROVEMENTS SHALL MEET THE REQUIREMENTS OF SECTION 301 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

DEPRESSED SIDEWALK DRIVE WAY OPENING -- DETAIL NO. 9 N.T.S.



- *FOR VALLEY GUTTERS IN ACCESSIBLE ROUTES INCLUDING DRIVEWAYS AND INTERSECTIONS, WITH CROSS WALKS, CROSS SLOPE IS 2% MIN. (5/8\"/>

TYPICAL VALLEY GUTTER -- DETAIL 10 N.T.S.

<p>Shanks Enterprises 982 WOLF CREEK DR. SPRING CREEK, NV 89815 775-494-9536</p>	
<p>PROJECT NO. 202156 SHEET NO. 7-8</p>	<p>DATE 7-1-23 BY MES</p>
<p>PREPARED FOR: CITY OF ELKO 1751 COLLEGE AVENUE ELKO, NV 89601 REVISION: 202156</p>	<p>DESIGNED BY: CHECKED BY: APPROVED BY:</p>
<p>TITLE: JENNINGS WAY SIDEWALK DESIGN DETAILS 7 - 8</p>	<p>SCALE: AS SHOWN DRAWING NAME: CITY OF ELKO</p>
<p>PROJECT NO. 202156 SHEET NO. 7-8</p>	<p>DATE: 7-1-23 BY: MES</p>

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible award of the Public Works Department Preventive Maintenance Project 2021, to apply Micro Slurry Seal to select City streets, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 8, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **At their March 23, 2021 meeting, Council authorized Staff to solicit bids for the Preventive Maintenance Project 2021. Bids were received until 1:00 p.m. on June 1, 2021. Only one bid was submitted. DS**
6. Budget Information: **Estimated total cost of project \$550,000.00**

Appropriation Required: **\$560,782.00**
Budget amount available: **\$600,000.00 requested in the FY 20/21 Budget**
Fund name: **General Fund: Public Works Department**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Bid Tabulation**
9. Recommended Motion: **Award the base bid for the Public Works Department Street Maintenance Project 2021, to Sierra Nevada Construction in the amount of \$560,782.00.**
10. Prepared by: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Paul Algerio, Streets Superintendent**
palgerio@elkocitynv.gov

Alex Faust, Sierra Nevada Construction
afaust@snc.biz

CITY OF ELKO
BID TABULATION
FOR: 2021 MICRO SLURRY PROJECT
DATE: 6/1/21 @ 1:00 PM

Name	Sierra Nevada Const.
Address	PO Box 50760
City State	Sparks, NV 89435
Phone No.	775-355-0420

No.	Bid Item Description	Quantity	Unit
1	Mobilization and Demobilization @_____Per Lump Sum.	1	L.S.
2	City Streets application of Type 3 Modified Microsurface, at the application rate of twenty-seven (27)lbs per square yard @ _____per Sq. Yd.	298,673	S,Y
3	Downtown Corridor of Type 3 Modified Microsurface, at the application rate of minimum of twenty-seven (27) lbs per square yard@_____	13,321	S,Y
4	Placement and Maintenance of Traffic Control @ _____per lump sum.	1	L.S.
TOTALS			

Unit Price	Total Amount
\$ 10,000.00	\$10,000.00
\$ 1.55	\$462,943.15
\$ 2.00	\$26,642.00
\$ 61,196.85	\$61,196.85
\$560,782.00	

No.	Bid Item Description	Quantity	Unit
Additive Alternate #1	Removal of Existing Thermoplastic traffic markings prior to placement of Micro-Slurry	215	S.Y

Unit Price	Total Amount
\$ 15.00	\$3,225.00

TOTALS

\$564,007.00

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible authorization for Staff solicit bids for the construction of VFW Drive from Idaho Street to Silver Street, and matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: June 8, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **The new Elko Police Department Building was constructed in approximately 2015. At that time, VFW Drive was repaved to fit in the existing easement granted by Union Pacific Railroad. Since that time, Staff has acquired, from Union Pacific Railroad, the additional right-of-way to fully construct VFW Drive, including curb, gutter, sidewalk, and additional paving. DS**
6. Budget Information:
Appropriation Required: **Approximately \$500,000.00**
Budget amount available: **\$1,370,471.00**
Fund name: **Capital Construction**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Authorize Staff to solicit bids for the Construction of VFW Drive from Idaho Street to Silver Street.**
10. Prepared by: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible authorization for Staff purchase a new Caterpillar Backhoe model 420-07 C from Cashman Equipment Company through Sourcewell Purchasing in the amount of 108,491.00, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 8, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **This purchase was approved in the FY 2021/22 Budget. DS**
6. Budget Information:
Appropriation Required: **\$108, 491.00**
Budget amount available: **\$100,000.00**
Fund name: **Capital Equipment/Street Department**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Quote from Cashman Equipment Company and Sourcewell's Contract Acceptance and Award.**
9. Recommended Motion: **Authorize Staff to purchase a new Caterpillar Backhoe model 420-07 C from Cashman Equipment Company through Sourcewell Purchasing in the amount of \$108,491.00.**
10. Prepared by: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

COED3A138006488
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coquette

7E42B8F817A84CC
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name _____

Authorized Signatory's Title _____

[Signature]
VENDOR AUTHORIZED SIGNATURE

Patrick Keane
(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT

CASHMAN



133049-01

June 1, 2021

ELKO, CITY OF

1751 COLLEGE AVE
ELKO, Nevada 89801

Attention: DENNIS STRICKLAND



Dear Dennis Strickland,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Cat Model: 420-07 C Backhoe/Industrial Loader with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: CE013086

SERIAL NUMBER: 0H8T01326

YEAR: 2021

SMU: 3.10

Thank you for your interest in Cashman Equipment and Caterpillar products for your business needs. Our goal is to be a value added partner in your success. This quotation is valid for 30 days after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Chad French

Chad French
Machine Sales Representative
Cashman Equipment Company
ChadFrench@cashmanequipment.com
775-385-5834

One (1) New Cat Model: 420-07 C Backhoe/Industrial Loader with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

BOOMS, STICKS, AND LINKAGES -BACKHOE -- 14'4" Center pivot backhoe -4.3 Meters -- Boom and swing transport locks -- Pilot operated backhoe and -electro hydraulic stabilizer controls -- Street type stabilizer shoes -- Anti-drift hydraulics (boom, stick, -and E-stick) -- Cat Cushion Swing(tm) system -**LOADER** -- Single Tilt Loader -- Lift cylinder brace -- Self-leveling loader with single -lever control -- Return-to-dig -(automatic bucket positioner) -- Transmission neutralizer switch -- Bucket level indicator -

POWERTRAIN -- Water separator -- Thermal starting aid system -- Dry type axial seal air cleaner with -integral precleaner -- Automatic dust ejection system -- Filter condition indicator -- Hydraulically boosted multi-plate -wet disk brake with dual pedals & -interlock -- Differential lock -- Torque converter -- Transmission-four speed manual shift -- Neutral safety switch -- Spin-on filters for -Fuel -Engine oil -Transmission oil -- Outboard Planetary Rear Axles -- Diesel particulate filter -- Hydrostatic power steering

HYDRAULICS -- Pilot hoe and mechanical loader -controls -- Load sensing, variable flow system -with 43 gpm (162 L/min) axial piston -pump -- 6 micron hydraulic filter -- Caterpillar XT-3 hose -- Hydraulic oil cooler -- Pilot control shutoff switch -- Flow-sharing hydraulic valves -- Hydraulic suction strainer -

ELECTRICAL -- 12 volt electrical start -- Horn, front and rear -- Backup alarm -- Hazard flashers/turn signals -- Halogen head lights (2) -- Halogen rear flood lights (2) -- Stop and tail lights -- Audible system fault alarm -- Key start/stop system -- 850 CCA maintenance free battery -- Battery disconnect switch -- External Power Receptacle (12v) -- Diagnostic ports for engine and -machine Electronic Control Modules

OPERATOR ENVIRONMENT -- Interior rearview mirror -- ROPS canopy, Rear Fenders -- 2-inch (50mm) retractable seat belt -- Tilt steering column -- Steering knob -- Hand and foot throttle -- Automatic Engine Speed Control -- One Touch Low Idle -- Floor mat and Coat Strap -- Lockable storage area -- Air suspension seat -

FLUIDS -- Antifreeze - Extended Life Coolant --20F (-30C)

OTHER STANDARD EQUIPMENT -- Standard Storage Box -- Transport tie-down points -- Ground line fill fuel tank with -42.3 gal (160L) capacity & 5 gal (19L) -diesel exhaust fluid -- Rubber impact strips on radiator -guard -- CD-ROM Parts Manual -- Safety Manual -- Operations and Maintenance Manual -- Lockable hood -- Tire Valve Stem Protection

MACHINE SPECIFICATIONS

420 07A BACKHOE LOADER CFG2	542-7992
STICK, EXTENDABLE, 14FT	543-4284
PT, 4WD/2WS AUTOSHIFT	544-0930
ENGINE, 74.5KW, C3.6 DITA, T4F	541-9540
HYDRAULICS, MP, 6FCN/8BNK, ST	542-7774
CAB, DELUXE	544-0883
DISPLAY, TOUCH SCREEN	545-5048
WORKLIGHTS (8) HALOGEN LAMPS	491-6734
SEAT, DELUXE FABRIC	573-4524
SEAT BELT, 3" SUSPENSION	206-1748
AIR CONDITIONER, T4F	542-7810
PRODUCT LINK, CELLULAR, PLE643	560-6797
TIRES, 12.5 80/19.5L-24, GY	379-2161
STABILIZER PADS, FLIP-OVER	9R-6007
BUCKET-MP, 1.4 YD3, PO	337-7442
CUTTING EDGE, TWO PIECE, WIDE	9R-5320
COUPLER, PG, MAN.D.LOCK, BHL	444-7500
INSTRUCTIONS, ANSI	559-0872
SERIALIZED TECHNICAL MEDIA KIT	421-8926
RIDE CONTROL	551-6453
LINES, COMBINED AUX, E-STICK	548-1231
COLD WEATHER PACKAGE, 120V	551-6940
AUTO-UP STABILIZERS	567-5090
PLATE GROUP - BOOM WEAR	423-7607
GUARD, STABILIZER	353-1389
PACK, DOMESTIC TRUCK	0P-0210
SHIPPING/STORAGE PROTECTION	461-6839
RUST PREVENTATIVE APPLICATOR	462-1033
RADIO, FM BLUETOOTH	540-2298
LOADER BUCKET PINS	545-8548
DISPLAY, SECURITY, ENABLED	573-0397
LANE 2 ORDER	0P-9002
COUNTERWEIGHT, 530 LBS	337-9695
BUCKET-HD, 24", 6.2 FT3 - CE013086C	219-3387

WARRANTY & COVERAGE

Standard Warranty: 12 month/unlimited hours *All standard warranties include travel time & mileage for first twelve months. Scheduled Oil sampling is required during entire warranty period. Travel time & mileage is not included during the standard warranty period on Cat utility vehicles (UTVs).

List Price	\$153,918.00
Sourcewell Piggyback discount contract awarded to Caterpillar (Contract #032119-CAT 22% off list)	-\$33,861.96
SUBTOTAL	\$120,056.04
Less additional Cashman discount	\$11,565.04
GRAND TOTAL	\$108,491.00

F.O.B/TERMS:
Elko

Accepted by _____ on _____

Signature

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Final Map No. 2-21, filed by Jordanelle Third Mortgage, LLC, for the development of a subdivision entitled Zephyr Heights Unit 1 involving the proposed division of approximately 25.1 acres of property into 18 lots for residential development and 1 remainder lot within the R (Multiple-Family and Single-Family Residential) Zoning District, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 8, 2021**
3. Agenda Category: **SUBDIVISION**
4. Time Required: **10 Minutes**
5. Background Information: **Subject property is located on the east side of East Jennings Way generally east of Puccinelli Parkway. (APN 001-562-010). The Planning Commission considered this item on June 1, 2021, and took action to forward a recommendation to conditionally approve Final Map 2-21. 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: **Maps, Approved Construction Plans, P.C. Action Report, Staff Report, and related correspondence.**
9. Recommended Motion: **Conditionally approve Final Map 2-21 for the Zephyr Heights Unit 1 subdivision subject to the findings and conditions as recommended by the Planning Commission.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Planning Commission**
12. Council Action:
13. Council Agenda Distribution: **Jordanelle Third Mortgage, LLC
Attn: Scott MacRitchie
312 Four Mile Trail
Elko, NV 89801

High Desert Engineering
Attn: Tom Ballew
640 Idaho Street
Elko, NV 89801**



CITY OF ELKO

Planning Department

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

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of June 1, 2021

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on June 1, 2021 pursuant to City Code Sections 3-3-7 (G)3:

Final Map No. 2-21, filed by Jordanelle Third Mortgage, LLC for the development of a subdivision entitled Zephyr Heights Unit 1 involving the proposed division of approximately 25.1 acres of property into 18 lots for residential development and 1 remainder lot within the R (Multiple-Family and Single-Family Residential) Zoning District, and matters related thereto.

The subject property is located on the east side of East Jennings Way generally east of Puccinelli Parkway. (APN 001-562-010)

NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission recommended that the City Council accept, on behalf of the public, the parcels of land offered for dedication for public use in conformity with the terms of the offer of dedication; that the final map substantially complies with the tentative map; that the City Council approve the agreement to install improvements in accordance with the approved construction plans that satisfies the requirements of Title 2, Chapter 3, and conditionally approve Final Map 2-21 with conditions listed in the Staff Report dated May 14, 2021, listed as follows:

Development Department:

1. The Developer shall execute a Performance and Maintenance Agreement in accordance with Section 3-3-21 of City code. The Performance Agreement shall be secured in accordance with Section 3-3-22 of City code. In conformance with Section 3-3-21 of City code, the public improvements shall be completed within a time of no later than two (2) years of the date of Final Map approval by the City Council unless extended as stipulated in City code.
2. The Performance and Maintenance Agreement shall be approved by the City Council.
3. The Developer shall enter into the Performance and Maintenance Agreement within 30 days of approval of the Final Map by the City Council.
4. The Final Map for Zephyr Heights Unit 1 is approved for 18 residential lots and 1 remainder lot.
5. The Utility Department will issue a Will Serve Letter for the subdivision upon approval of the Final Map by the City Council.

6. Site disturbance shall not commence prior to approval of the project's construction plans by the Nevada Department of Environmental Protection.
7. Site disturbance, including clearing and grubbing, shall not commence prior to the issuance of a grading permit by the City of Elko.
8. Construction shall not commence prior to Final Map approval by the City Council and issuance of a will-serve letter by the City of Elko.
9. Conformance with the conditions of approval of the Tentative Map is required.
10. The Owner/Developer is to provide the appropriate contact information for the qualified engineer and engineering firm contracted to oversee the project along with the required inspection and testing necessary to produce an As-Built for submittal to the City of Elko. The Engineer of Record is to ensure all materials meet the latest edition of the Standard Specifications for Public Works. The Engineer of Record is to certify that the project was completed in conformance with the approved plans and specifications.
11. Add note to the Final Map prohibiting access from Lots 1 and 18 to East Jennings Way prior to City Council consideration.
12. All slopes greater than 3:1 shall be permanently stabilized prior to acceptance of any public improvements by the City Council.

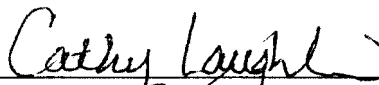
Engineering Department:

13. Remove Note 7 on Sheet 2 regarding slope easements prior to City Council consideration..

Public Works Department:

14. All public improvements to be constructed per City of Elko code at time of development.

The Planning Commission's findings to support its recommendation are the Final Map for Zephyr Heights Unit 1 has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City Code. The Final Map is in conformance with the Tentative Map. The proposed subdivision is in conformance with the Land Use and Transportation Components of the Master Plan. The proposed development conforms with Sections 3-3-9 through 3-3-16 (inclusive). The Subdivider shall be responsible for all required improvements in conformance with Section 3-3-17 of City Code. The Subdivider has submitted plans to the City and State agencies for review to receive all required permits in accordance with the requirements of Section 3-3-19 of City Code. The Subdivider has submitted construction plans which, having been found to be in conformance with Section 3-3-20 of City Code, have been approved by City staff. The Subdivider will be required to enter into a Performance Agreement to conform to Section 3-3-21 of City Code. The Subdivider will be required to provide a Performance Maintenance Guarantee as stipulated in the Performance Agreement in conformance with Section 3-3-22 of City Code. The proposed development conforms to Sections 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G), 3-2-17, and 3-8 of City Code.


Cathy Laughlin, City Planner

Attest:


Shelby Knopp, Planning Technician

CC: Applicant
Michele Rambo, Development Manager (email)
Kelly Wooldridge, City Clerk

STAFF COMMENT FLOW SHEET
PLANNING COMMISSION AGENDA DATE: 6/1

Do not use pencil or red pen, they do not reproduce

Title: Final map No. 2-21 Zephyr Heights - Unit 1
Applicant(s): Jordanella Third Mortgage, LLC
Site Location: E side of E. Jennings, E. of Puccinelli Pkwy - APN 001-562-010
Current Zoning: R Date Received: 4/19/21 Date Public Notice: N/A
COMMENT: This is for the division of approximately 25.1 acres
of property into 18 lots and 1 remainder parcel

If additional space is needed please provide a separate memorandum

Assistant City Manager: Date: 5/20/21
Recommend approval as presented by
staff

SAW

Initial

City Manager: Date: 5/21/21
No comments/concerns.

CV

Initial



City of Elko
1751 College Avenue
Elko, NV 89801
(775) 777-7160
FAX (775) 777-7119

CITY OF ELKO STAFF REPORT

REPORT DATE:	May 14, 2021
PLANNING COMMISSION DATE:	June 1, 2021
AGENDA ITEM NUMBER:	I.B.1.
APPLICATION NUMBER:	Final Map 2-21
APPLICANT:	Jordanelle Third Mortgage, LLC
PROJECT DESCRIPTION:	Zephyr Heights Unit 1

A Final Map for the division of approximately 25.1 acres into 18 lots for residential development and 1 remainder lot within an R (Single-Family and Multiple-Family Residential) zoning district.



STAFF RECOMMENDATION:

RECOMMEND CONDITIONAL APPROVAL, subject to findings of fact, and conditions as stated in this report.

PROJECT INFORMATION

PARCEL NUMBER: 001-562-010

PARCEL SIZE: 25.1 Acres

EXISTING ZONING: (R) Single-Family and Multiple-Family Residential.

MASTER PLAN DESIGNATION: (RES-HD) Residential High Density

EXISTING LAND USE: Vacant

BACKGROUND:

1. The Final Map for Zephyr Heights Unit 1 has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City code.
2. The Planning Commission reviewed and recommended a conditional approval to the City Council on the Zephyr Heights Tentative Map on February 2, 2021.
3. The City Council conditionally approved the Zephyr Heights Tentative Map on February 23, 2021.
4. The subdivision is located on APN 001-562-010.
5. The proposed subdivision consists of 18 residential lots and a remainder lot for future development.
6. The total subdivided area is approximately 25.1 acres. Unit 1 consists of 7.334 acres.
7. The proposed density is 2.45 units per acre.
8. Approximately 1.218 acres are offered for dedication for street development.
9. Drainage and utility easements are provided along all lot lines.
10. The property is located on the east side of East Jennings Way generally east of Puccinelli Parkway.

NEIGHBORHOOD CHARACTERISTICS:

The property is surrounded by:

- North: Single-Family and Multiple-Family Residential (R) / Vacant
- South: General Commercial (C) / Partially Developed
- East: Industrial Commercial (IC) / Developed
- West: Single-Family Residential (R1) / Partially Developed
Single-Family and Multiple-Family Residential (R) / Partially Developed

PROPERTY CHARACTERISTICS:

- The property is an undeveloped residential parcel.
- The site abuts vacant residential land to the north, developed residential land to the west and southwest, apartments and other partially developed commercial land to the south, and developed industrial commercial property to the east.
- The parcel has many slopes, but generally drains to the south. The slopes have been incorporated into the tentative map design where possible, but a large amount of grading

- will be required and several large manufactured slopes will be created.
- The property will be accessed by two roads off of East Jennings Way.

APPLICABLE MASTER PLAN AND CITY CODE SECTIONS:

- City of Elko Master Plan – Land Use Component
- City of Elko Master Plan – Transportation Component
- City of Elko Redevelopment Plan
- City of Elko Wellhead Protection Plan
- City of Elko Zoning – Section 3-3-7 Final Map State (Stage III)
- City of Elko Zoning – Section 3-3-8 Content and Format of Final Map Submittal
- City of Elko Zoning – Section 3-3-9 to 3-3-16 (Inclusive) Subdivision Design Standards
- City of Elko Zoning – Section 3-3-17 to 3-3-22 (Inclusive) Public Improvements/
Guarantees
- City of Elko Zoning – Section 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G), and 3-2-17 Zoning Code
Standards
- City of Elko Zoning – Section 3-8 Flood Plain Management

MASTER PLAN - Land use:

Conformance with the Land Use component of the Master Plan was evaluated with review and approval of the Tentative Map. The Final Map is in conformance with the Tentative Map.

Therefore, the proposed subdivision is in conformance with the Land Use Component of the Master Plan.

MASTER PLAN - Transportation:

Conformance with the Transportation component of the Master Plan was evaluated with review and approval of the Tentative Map. The Final Map is in conformance with the Tentative Map.

Therefore, the proposed subdivision is in conformance with the Transportation Component of the Master Plan.

ELKO REDEVELOPMENT PLAN:

The property is not located within the redevelopment area.

ELKO WELLHEAD PROTECTION PLAN:

The property is located within the 20-year capture zone for multiple City of Elko wells. Development of the site is required to be connected to a programmed sewer system and all street drainage will be directed to a storm sewer system.

As the project is designed, it does not present a hazard to City wells.

SECTION 3-3-7 FINAL MAP STAGE (STAGE III):

Pre-submission Requirements (C)(1) – The Final Map is in conformance with the zoning requirements.

Pre-submission Requirements (C)(2) – The proposed Final Map conforms to the Tentative Map.

SECTION 3-3-8 CONTENT AND FORMAT OF FINAL MAP SUBMITTAL:

- A. Form and Content – The Final Map conforms to the required size specifications and provides the appropriate affidavits and certifications.
- B. Identification Data
 - 1. The Final Map identifies the subdivision and provides its location by section, township, range, and county.
 - 2. The Final Map was prepared by a properly licensed surveyor.
 - 3. The Final Map provides a scale, north arrow, and date of preparation.
- C. Survey Data
 - 1. The boundaries of the subdivision are fully balanced and closed.
 - 2. Any exceptions are noted on the Final Map.
 - 3. The Final Map is tied to a section corner.
 - 4. The location and description of any physical encroachments upon the boundary of the subdivision are noted on the Final Map.
- D. Descriptive Data
 - 1. The name, right-of-way lines, courses, lengths, and widths of all streets and easements are noted on the Final Map.
 - 2. All drainage ways are noted on the Final Map.
 - 3. All utility and public service easements are noted on the Final Map.
 - 4. The location and dimensions of all lots, parcels, and exceptions are shown on the Final Map.
 - 5. All residential lots are numbered consecutively on the Final Map.
 - 6. There are no sites dedicated to the public shown on the Final Map.
 - 7. The locations of adjoining subdivisions are noted on the Final Map with required information.
 - 8. There are no deed restrictions proposed.
- E. Dedication and Acknowledgment
 - 1. The owner's certificate has the required dedication information for all easements and right-of-ways.
 - 2. The execution of dedication is acknowledged with space to be certified by a notary public.
- F. Additional Information
 - 1. All centerline monuments for streets are noted as being set on the Final Map.
 - 2. The centerline and width of each right-of-way is noted on the Final Map.
 - 3. The Final Map indicates the location of monuments that will be set to determine the boundaries of the subdivision.
 - 4. The length and bearing of each lot line is identified on the Final Map.
 - 5. The Final Map is not located adjacent to a city boundary.
 - 6. The Final Map identifies the location of the section lines nearest the property.
- G. City to Check
 - 1. Closure calculations have been provided. Civil improvement plans have been approved. Drainage plans have been approved. An engineer's estimate has been provided.
 - 2. The lot closures are within the required tolerances.

H. Required Certifications

1. The Owner's Certificate is shown on the Final Map.
2. The Owner's Certificate offers for dedication all right-of-ways shown on the Final Map.
3. A Clerk Certificate is shown on the Final Map, certifying the signature of the City Council.
4. The Owner's Certificate offers for dedication all easements shown on the Final Map.
5. A Surveyor's Certificate is shown on the Final Map and provides the required language.
6. The City Engineer's Certificate is shown on the Final Map.
7. A certificate from the Nevada Division of Environmental Protection is provided with the required language.
8. The engineer of record has submitted the Tentative Map and construction plans to the state, but no written approval has been received.
9. A certificate from the Division of Water Resources is provided on the Final Map with the required language.
10. The construction plans identify the required water meters for the subdivision.

SECTION 3-3-9 THROUGH 3-3-16 (INCLUSIVE)

The proposed subdivision was evaluated for conformance to the referenced sections of code during the Tentative Map process.

The proposed development conforms with these sections of City code.

SECTION 3-3-17 RESPONSIBILITY FOR PUBLIC IMPROVEMENTS

The subdivider shall be responsible for all required improvements in conformance with this section of City code.

SECTION 3-3-18 CONSTRUCTION PLANS

The subdivider has submitted plans to the city and state agencies for review to receive all required permits in accordance with this section of City code. The plans have been approved by City staff.

SECTION 3-3-19 CONSTRUCTION AND INSPECTION

The subdivider has submitted plans to the city and state agencies for review to receive all permits in accordance with this section of City code.

SECTION 3-3-20 REQUIRED IMPROVEMENTS

The subdivider has submitted civil improvement plans which are in conformance with this section of City code.

Civil improvements include curb, gutter, and sidewalk as well as lighting, USPS gang boxes, paving, and utilities within the East Jennings Way, Mesquite Way, and Incline Avenue rights-of-way.

SECTION 3-3-21 AGREEMENT TO INSTALL IMPROVEMENTS

The subdivider will be required to enter into a Performance Agreement to conform to this section of City code.

SECTION 3-3-22 PERFORMANCE AND MAINTENANCE GUARANTEES

The subdivider will be required to provide a Performance and Maintenance Guarantee as stipulated in the Performance Agreement in conformance with this section of City code.

SECTIONS 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G), AND 3-2-17

The proposed subdivision was evaluated for conformance to the referenced sections of code during the Tentative Map process.

The proposed development conforms with these sections of City code.

SECTION 3-8 FLOODPLAIN MANAGEMENT:

This parcel is not designated in a Special Flood Hazard Area (SFHA).

FINDINGS

1. The Final Map for Zephyr Heights Unit 1 has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City code.
2. The Final Map is in conformance with the Tentative Map.
3. The proposed subdivision is in conformance with the Land Use and Transportation Components of the Master Plan.
4. The proposed development conforms with Sections 3-3-9 through 3-3-16 (inclusive).
5. The Subdivider shall be responsible for all required improvements in conformance with Section 3-3-17 of City code.
6. The Subdivider has submitted construction plans in conformance with Section 3-3-18 of City code.
7. The Subdivider has submitted plans to the city and state agencies for review to receive all required permits in accordance with the requirements of Section 3-3-19 of City code.
8. The Subdivider has submitted construction plans which, having been found to be in conformance with Section 3-3-20 of City code, have been approved by City staff.

9. The Subdivider will be required to enter into a Performance Agreement to conform to Section 3-3-21 of City code.
10. The Subdivider will be required to provide a Performance and Maintenance Guarantee as stipulated in the Performance Agreement in conformance with Section 3-3-22 of City code.
11. The proposed development conforms to Sections 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G), 3-2-17, and 3-8 of City code.

STAFF RECOMMENDATION/CONDITIONS OF APPROVAL:

Staff recommends this item be **conditionally approved** with the following conditions:

Development Department:

1. The Developer shall execute a Performance and Maintenance Agreement in accordance with Section 3-3-21 of City code. The Performance Agreement shall be secured in accordance with Section 3-3-22 of City code. In conformance with Section 3-3-21 of City code, the public improvements shall be completed within a time of no later than two (2) years of the date of Final Map approval by the City Council unless extended as stipulated in City code.
2. The Performance and Maintenance Agreement shall be approved by the City Council.
3. The Developer shall enter into the Performance and Maintenance Agreement within 30 days of approval of the Final Map by the City Council.
4. The Final Map for Zephyr Heights Unit 1 is approved for 18 residential lots and 1 remainder lot.
5. The Utility Department will issue a Will Serve Letter for the subdivision upon approval of the Final Map by the City Council.
6. Site disturbance shall not commence prior to approval of the project's construction plans by the Nevada Department of Environmental Protection.
7. Site disturbance, including clearing and grubbing, shall not commence prior to the issuance of a grading permit by the City of Elko.
8. Construction shall not commence prior to Final Map approval by the City Council and issuance of a will-serve letter by the City of Elko.
9. Conformance with the conditions of approval of the Tentative Map is required.
10. The Owner/Developer is to provide the appropriate contact information for the qualified engineer and engineering firm contracted to oversee the project along with the required inspection and testing necessary to produce an As-Built for submittal to the City of Elko. The Engineer of Record is to ensure all materials meet the latest edition of the Standard

Specifications for Public Works. The Engineer of Record is to certify that the project was completed in conformance with the approved plans and specifications.

11. Add note to the Final Map prohibiting access from Lots 1 and 18 to East Jennings Way prior to City Council consideration.
12. All slopes greater than 3:1 shall be permanently stabilized prior to acceptance of any public improvements by the City Council.

Engineering Department:

13. Remove Note 7 on Sheet 2 regarding slope easements prior to City Council consideration..

Public Works Department

14. All public improvements to be constructed per City of Elko code at time of development.



City of Elko – Development Department
1755 College Avenue
Elko, NV 89801
Telephone: 775.777.7210
Facsimile: 775.777.7219

April 20, 2021

High Desert Engineering, LLC
Attn: Tom Ballew
640 Idaho Street
Elko, NV 89801

Re: Zephyr Heights Phase 1 Final Map – Complete Submittal

Dear Mr. Ballew:

The City of Elko has reviewed your Final Map application materials for Zephyr Heights Phase 1 (submitted April 19, 2021) and has found them to be complete. We will now begin processing your application by transmitting the materials to other City departments for their review. You may receive further comments or corrections as these reviews progress. Barring any complications, this Final Map will be scheduled for Planning Commission on June 1, 2021 and City Council on June 15, 2021.

I will keep you updated on the status of your application, but please feel free to contact me at (775) 777-7217 if you have any questions.

Sincerely,

Michele Rambo, AICP
Development Manager
mrambo@elkocitynv.gov

CC: Jordanelle Third Mortgage, LLC
Attn: Scott MacRitchie
312 Four Mile Trail
Elko, NV 89801

City of Elko – File

Thomas C. Ballew, P.E., P.L.S.
Robert E. Morley, P.L.S.
Duane V. Merrill, P.L.S.



April 16, 2021

Consulting Civil Engineering
Land Surveying
Water Rights

RECEIVED

APR 19 2021

Cathy Laughlin, City Planner
City of Elko
1751 College Avenue
Elko, NV 89801

Re: Zephyr Heights Subdivision, Unit Number 1
Application for Final Plat Approval

Dear Cathy,

Enclosed please find the following items regarding the above referenced project:

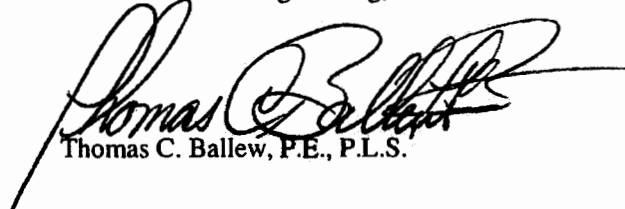
- Application for Final Plat Approval.
- Two (2) 24"x36" copies (consisting of 2 sheets each) of the proposed Final Plat.
- One (1) 8-1/2"x11" copy of the proposed Final Plat.
- Two (2) 24"x36" copies (consisting of 9 sheets each) of the proposed construction drawings.
- One (1) copy of the subdivision lot calculations.
- One (1) copy of the public improvement estimate.
- Check in the amount of \$ 1,200.00 for the Final Plat review fee.

Pdf copies of the documents listed above will be transmitted to you.

Please be advised that I have also forwarded a request to the City of Elko Fire Department for a letter outlining the fire flow requirements for this project.

Please feel free to contact me if you have any questions regarding this matter.

Sincerely,
HIGH DESERT Engineering, LLC



Thomas C. Ballew, P.E., P.L.S.

enclosures

cc Scott MacRitchie – Jordanelle Third Mortgage – via email



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

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

APPLICATION FOR FINAL PLAT APPROVAL

APPLICANT(s): Jordanelle Third Mortgage, LLC
MAILING ADDRESS: 312 Four Mile Trail, Elko, NV 89801
PHONE NO (Home) _____ (Business) (775) 340-6005
NAME OF PROPERTY OWNER (If different): same
(Property owner consent in writing must be provided)
MAILING ADDRESS: same
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):
ASSESSOR'S PARCEL NO.: 001-562-010 Address Not Addressed
Lot(s), Block(s), & Subdivision _____
Or Parcel(s) & File No. Adjusted Parcel 2 - File 775216
PROJECT DESCRIPTION OR PURPOSE: Single Family Residential Lots
APPLICANT'S REPRESENTATIVE OR ENGINEER: High Desert Engineering, LLC

FILING REQUIREMENTS:

Complete Application Form: In order to begin processing the application, an application form must be complete and signed. *Complete* applications are due at least 21 days prior to the next scheduled meeting of the Elko City Planning Commission (meetings are the 1st Tuesday of every month), and must include the following:

1. One .pdf of the entire application, and ten (10) 24" x 36" copies of the final plat folded to a size not to exceed 9"x12" provided by a properly licensed surveyor, as well as one (1) set of reproducible plans 8 1/2" x 11" in size and any required supporting data, prepared in accordance with Section 3-3-8 of Elko City Code (see attached checklist).
2. Pre-Submission Requirements:
 - a. The final plat shall meet all requirements of the zoning district in which located, and any necessary zoning amendment shall have been adopted by the Elko City Council prior to filing of the final plat.
 - b. The final plat shall conform closely to the approved preliminary plat and be prepared in accordance with the provisions of the City Subdivision Ordinance.
 - c. The final plat submittal shall include a letter signifying approval of utility easements by all public utilities involved, and shall be so indicated by an affidavit on the map.
 - d. A complete set of construction plans for all public improvements associated with the final plat shall have been approved or substantially approved by the City Engineer.

Fee: \$750.00 + \$25.00 per lot including remainder parcels; non-refundable.

Other Information: The applicant is encouraged to submit other information and documentation to support the request.

RECEIVED

Final Plat Checklist 3-3-8

Identification Data	
✓	Subdivision Name
✓	Location and Section, Township and Range
✓	Name, address and phone number of subdivider
✓	Name, address and phone number of engineer/surveyor
✓	Scale, North Point and Date of Preparation
✓	Location maps
Survey Data (Required)	
✓	Boundaries of the Tract fully balanced and closed
✓	Any exception within the plat boundaries
✓	The subdivision is to be tied to a section corner
✓	Location and description of all physical encroachments
Descriptive Data	
✓	Street Layout, location, widths, easements
✓	All drainageways, designated as such
✓	All utility and public service easements
✓	Location and dimensions of all lots, parcels
✓	Residential Lots shall be numbered consecutively
✓	All sites to be dedicated to the public and proposed use
✓	Location of all adjoining subdivisions with name date, book and page
	Any private deed restrictions to be imposed upon the plat
Dedication and Acknowledgment	
✓	Statement of dedication for items to be dedicated
✓	Execution of dedication acknowledged by a notary public
Additional Information	
✓	Street CL, and Monuments identified
✓	Street CL and width shown on map
✓	Location of mounuments used to determine boudaries
✓	Each city boundary line crossing or adjoining the subdivision
✓	Section lines crossing the subdivision boundaries
City Engineer to Check	
✓	Closure report for each of the lots
✓	Civil Improvement plans
✓	Estimate of quantities required to complete the improvements
Required Certifications	
✓	All parties having record title in the land to be subdivided
✓	Offering for dedication
✓	Clerk of each approving governing body
✓	Easements
✓	Surveyor's Certificate
✓	City Engineer
✓	State Health division
✓	State Engineer
✓	Division of Water Resources
✓	City Council

By My Signature below:

☒ I consent to having the City of Elko Staff enter on my property for the sole purpose of inspection of said property as part of this application process.

☐ I object to having the City of Elko Staff enter onto my property as a part of their review of this application. (Your objection will not affect the recommendation made by the staff or the final determination made by the City Planning Commission or the City Council.)

☒ I acknowledge that submission of this application does not imply approval of this request by the City Planning Department, the City Planning Commission and the City Council, nor does it in and of itself guarantee issuance of any other required permits and/or licenses.

☒ I acknowledge that this application may be tabled until a later meeting if either I or my designated representative or agent is not present at the meeting for which this application is scheduled.

☒ I acknowledge that, if approved, I must provide an AutoCAD file containing the final subdivision layout on NAD 83 NV East Zone Coordinate System to the City Engineering Department when requesting final map signatures for recording.

☒ I have carefully read and completed all questions contained within this application to the best of my ability.

Applicant / Agent: Jordanelle Third Mortgage, LLC
(Please print or type)

Mailing Address: 312 Four Mile Trail
Street Address or P.O. Box
Elko, NV 89801
City, State, Zip Code

Phone Number: (775) 340-6005

Email address: scott@macritchie.com

SIGNATURE: Scott Macritchie

FOR OFFICE USE ONLY

File No.: 2-21 **Date Filed:** 4/19/21 **Fee Paid:** \$1,225 = 18 lots + 1 remainder = 19 x \$25 = \$475
\$750
\$1,225
\$1,200 + \$25
STM High Desert

**JORDANELLE THIRD MORTGAGE, LLC
ZEPHYR HEIGHTS SUBDIVISION - UNIT NUMBER 1
SITE CONSTRUCTION DRAWINGS**

**ENGINEER:**

HIGH DESERT ENGINEERING, LLC
640 IDAHO STREET
ELKO, NEVADA 89801 HIGH DESERT
(775) 738-4053



HIGH DESERT
ENGINEERING
LLC

APPROVED
CITY OF ELKO DEVELOPMENT DEPT
[Signature]
05/14/2021

SHEET INDEX:

CONSTRUCTION DRAWINGS

C-1.0 TITLE SHEET
C-2.0 DEMOLITION & EROSION CONTROL PLAN
C-3.0 GRADING & DRAINAGE PLAN
C-4.1 PLAN & PROFILE - EAST JENNINGS WAY
C-4.2 PLAN & PROFILE - MESQUITE WAY
C-4.3 PLAN & PROFILE - INCLINE AVENUE
C-5.1 SITE DETAILS
C-5.2 WATER SYSTEM DETAILS
C-5.3 SEWER SYSTEM DETAILS & UTILITY NOTES

SUPPLEMENTAL DRAWINGS

1	FINAL MAP - SHEET 1 OF 2
2	FINAL MAP - SHEET 2 OF 2

ABBREVIATIONS:

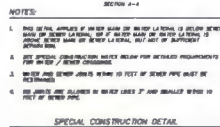
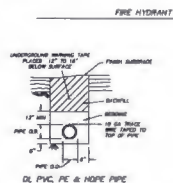
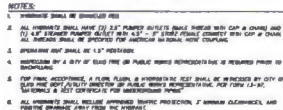
[illegible][illegible][illegible]

For more information, contact the publisher at 1-800-354-9700 or visit the publisher's website at www.mhhe.com.







TRENCH EXCAVATION AND BACKFILL[illegible]

DOI: 10.1002/anie.200500000

ZEPHYR HEIGHTS SUBDIVISION – UNIT NUMBER 1 ELKO, ELKO COUNTY, NEVADA

LAND SURVEYOR'S CERTIFICATE

- I, THOMAS C. BULLER, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:
- THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY SUPERVISION AND DIRECTION AT THE INSTANCE JORDANELLE THIRD MORTGAGE, LLC.
 - THE LANDS SURVEYED LIE WITHIN SECTION 2, T34N R35E, M.D.B. & M. AND THE SURVEY WAS COMPLETED ON THE ____ DAY OF ____ 20__.
 - THIS PLAT COMPLETS WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEYING BODY GAVE ITS FINAL APPROVAL.
 - THE MONUMENTS IDENTIFIED ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED HEREON AND ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RE-TRACED.

THOMAS C. BULLER, P.L.S. NO. 5072



DATE

CITY ENGINEER'S REPRESENTATIVE CERTIFICATE

I, _____, REPRESENTATIVE FOR THE CITY ENGINEER OF THE CITY OF ELKO, NEVADA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND FIND IT SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP WITH ALL APPROVED ALTERATIONS, THAT ALL PROVISIONS OF NRS 218.010 THROUGH 218.030, INCLUSIVE, AND ALL LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT, AND THAT THE MONUMENTS AS SHOWN ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON THAT THE MONUMENTS HAVE NOT BEEN SET, AND THAT A PROPER PERFORMANCE BOND HAS BEEN DEPOSITED GUARANTEEING THEIR SETTING ON BEFORE.

CITY OF ELKO CITY ENGINEER'S REPRESENTATIVE

DATE

APPROVAL – CITY OF ELKO PLANNING COMMISSION

AT A REGULAR MEETING OF THE CITY OF ELKO, NEVADA, PLANNING COMMISSION HELD ON THE ____ DAY OF _____, 2021, A TENTATIVE MAP OF THIS SUBDIVISION WAS FILED AND REGULARLY APPROVED PURSUANT TO NRS 218.020. THIS FINAL MAP SUBSTANTIALLY COMPLIED WITH SAID TENTATIVE MAP AND ALL CONDITIONS PURSUANT THEREIN HAVE BEEN MET.

CHAIRMAN, CITY OF ELKO PLANNING COMMISSION

DATE

APPROVAL – CITY OF ELKO CITY COUNCIL

AT A REGULAR MEETING OF THE CITY OF ELKO, NEVADA, CITY COUNCIL HELD ON THE ____ DAY OF _____, 2021, THIS MAP WAS APPROVED FOR SUBDIVISION PURPOSES PURSUANT TO NRS 218.010 THROUGH 218.030, INCLUSIVE, AND ALL APPLICABLE LOCAL ORDINANCES. ALL OTHERS OF DEDICATION AS SHOWN HEREON, BEING ACCEPTED FOR PUBLIC USE.

MAYOR, CITY OF ELKO, NEVADA

DATE

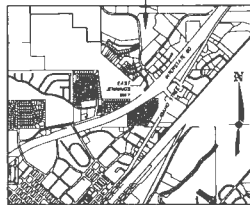
ATTEST: CITY CLERK, CITY OF ELKO, NEVADA

DATE

LEGAL DESCRIPTION

ADJUSTED PARCELS 3 AS SHOWN ON THE BOUNDARY LINE ADJUSTMENT RECORD OF SURVEY FOR THE PLUMB AT ASSET NEW, LLC FILED IN THE OFFICE OF THE ELKO COUNTY RECORDER, ELKO, NEVADA, AT FILE NUMBER 775016.

ZEPHYR HEIGHTS SUBDIVISION



VICINITY MAP

OWNER'S CERTIFICATE

KNOWN OF ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, SCOTT MACINTYRE, MANAGING DIRECTOR OF JORDANELLE THIRD MORTGAGE, LLC, BEING THE OWNER OF THOSE PARCELS AS SHOWN ON THIS MAP, DOES HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP AND OFFERS FOR DEDICATION ALL OF THE RIGHTS-OF-WAY AND EASEMENTS FOR PUBLIC ACCESS, PUBLIC UTILITY AND PUBLIC DRAINAGE PURPOSES AS DESIGNATED HEREON. IN WITNESS WHEREOF, SCOTT MACINTYRE, SET MY HAND ON THE DATE SHOWN.

JORDANELLE THIRD MORTGAGE, LLC

BY: SCOTT MACINTYRE, MANAGING DIRECTOR

DATE

STATE OF NEVADA }
COUNTY OF ELKO }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 20____, BY SCOTT MACINTYRE, MANAGING DIRECTOR OF JORDANELLE THIRD MORTGAGE, LLC.

NOTARY PUBLIC IN AND FOR ELKO COUNTY, NEVADA

BY COMMISSION EXPIRES

APPROVAL – NEVADA DIVISION OF WATER RESOURCES

THIS FINAL MAP IS APPROVED BY THE DIVISION OF WATER RESOURCES OF THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES CONCERNING WATER QUANTITY SUBJECT TO REVIEW OF APPROVAL ON FILE AT THIS OFFICE.

NEVADA DIVISION OF WATER RESOURCES

DATE

APPROVAL – NEVADA DIVISION OF ENVIRONMENTAL PROTECTION

THIS FINAL MAP IS APPROVED BY THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION OF THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES. THIS APPROVAL CONCERNS DENISE DISPOSAL, WATER POLLUTION, WATER QUALITY AND WATER SUPPLY FACILITIES AND IS PREDICATED UPON PLANS FOR A PUBLIC WATER SUPPLY AND A COMMUNITY SYSTEM FOR DISPOSAL OF SEWAGE.

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER POLLUTION CONTROL

DATE

ASSESSOR'S CERTIFICATE

I, JAMES J. BRADLEY, CERTIFY THAT THE ASSessor'S PARCEL NUMBER SHOWN ON THIS PLAT IS CORRECT AND THAT THE PROPOSED PARCELS ARE A DIVISION OF SAID ASSESSOR'S PARCEL NUMBER 001-362-010.

ELKO COUNTY ASSESSOR

DATE

TREASURER'S CERTIFICATE

I, CHRISTY PAUL, CERTIFY THAT ALL PROPERTY TAXES ON ASSESSOR'S PARCEL NUMBER 001-362-010 HAVE BEEN PAID FOR THIS FISCAL YEAR.

ELKO COUNTY TREASURER

DATE

ELKO COUNTY RECORDER

FILE NUMBER

FILED AT THE REQUEST OF

DATE

FILE

BY: THOMAS BULLER, ELKO COUNTY RECORDER

SHEET 1 OF 2

FINAL MAP

ZEPHYR HEIGHTS SUBDIVISION UNIT NUMBER 1

LOCATED BY

SECTION 2, T34N, R35E, M.D.B. & M.

ELKO

ELKO COUNTY

NEVADA

HIGH DESERT
ENGINEERING
LLC

840 ISLAND STREET
ELKO, NEVADA 89601
(775) 738-4060

221021





**Elko City Council
Agenda Action Sheet**

1. Title: **Review, discussion, and consideration for the possible installation of fitness and exercise equipment at Angel Park, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 8, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Staff received a request from Ms. Courtney Nalivka regarding the possible installation of some outdoor exercise and fitness equipment within the Elko Park System. Ms. Nalivka works in our community as a health professional promoting and encouraging fitness and healthy lifestyles. The Parks and Recreation Advisory Board heard the request at the May 20, 2021 meeting, and recommends the Council consider approving the idea of installing equipment at Angel Park, utilizing the space where the former tennis courts were located. JW**
6. Budget Information:
 - Appropriation Required:
 - Budget amount available:
 - Fund name: **Recreation Fund**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Copy of conceptual equipment plan.**
9. Recommended Motion: **Approve the idea of installing outdoor fitness and exercise equipment at Angel Park, and direct Staff to prepare a detailed plan and budget for future final approval in the 2022 Fiscal Year.**
10. Prepared by: **James Wiley, Parks and Recreation Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

James Wiley

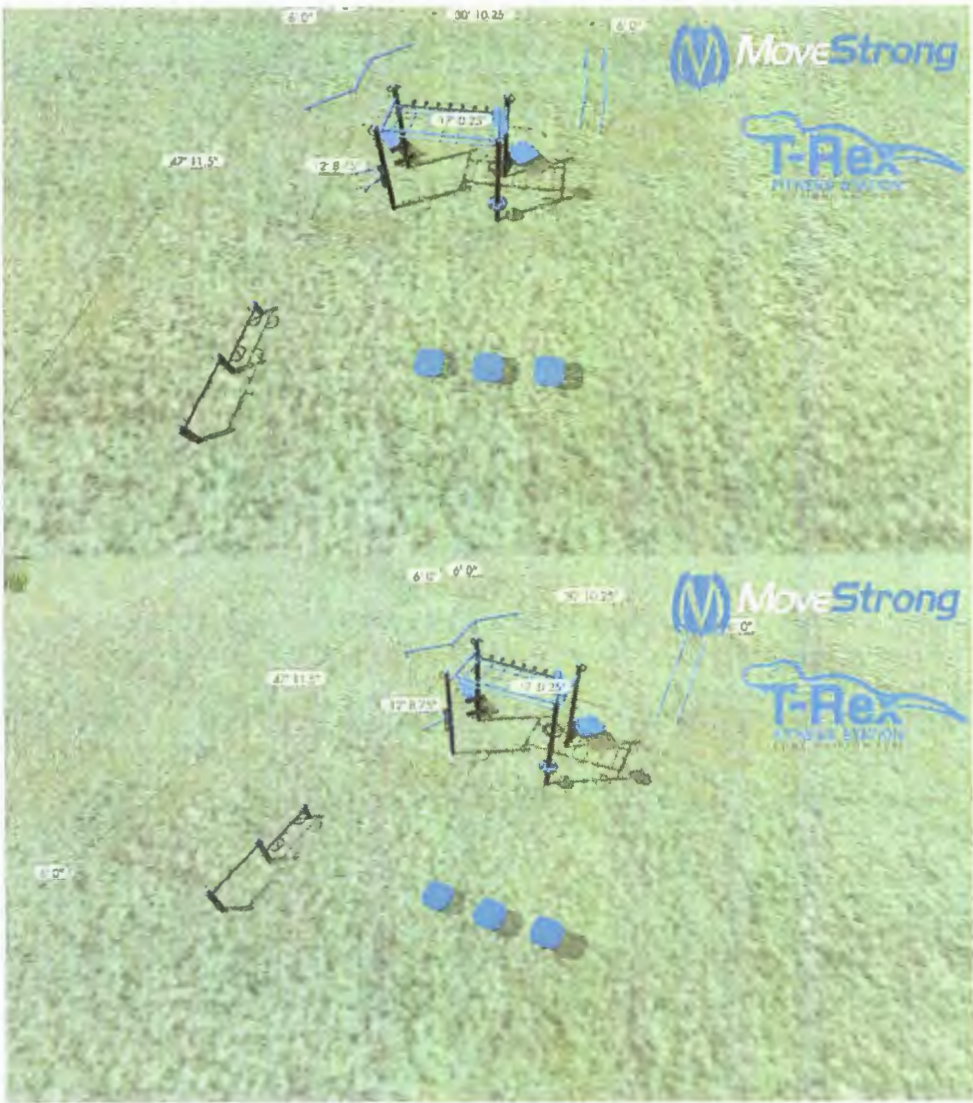
From: courtney nalivka <courtney@cbnutrition.net>
Sent: Wednesday, April 7, 2021 3:54 PM
To: James Wiley
Subject: Elko Outdoor Fitness Course

Hi James,

I had some free time this afternoon so I thought I would get started on some concepts. I have been using the website MoveStrong™ Functional Fitness Equipment | Outdoor Fitness Training Equipment, Tools, Cage & System (movestrongfit.com) and their virtual planner to build out these pictures. I have sent in for two different quotes from this company.

Below are the pictures. I'm open to suggestions and the more I think about it, I like the idea of Angel Park as it could have potential for growth or "phases" of new equipment being added if the space and money allow.

Anyways, let me know what you think. Thank you!
Courtney



Courtesy Nabika
courtesy@tbnutrition
17753402257

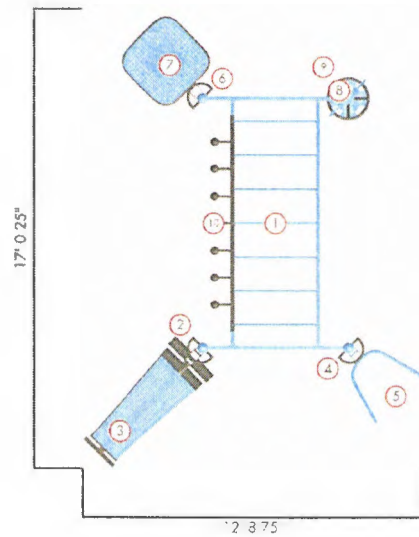
CS Nutrition
LLC
PO Box 1066 Elko NV
NV

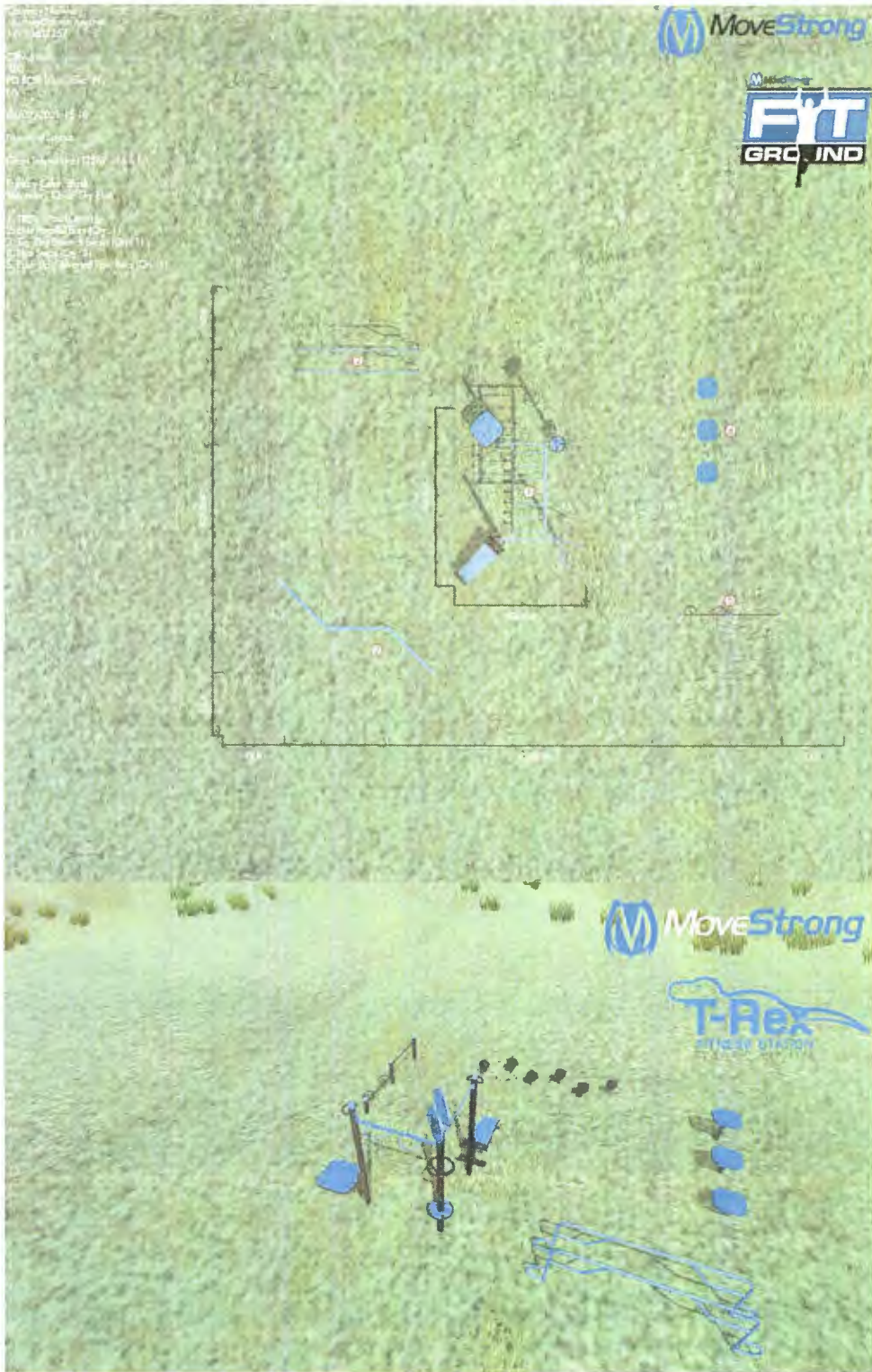
Call 1775 340 2257

THE 2nd Floor

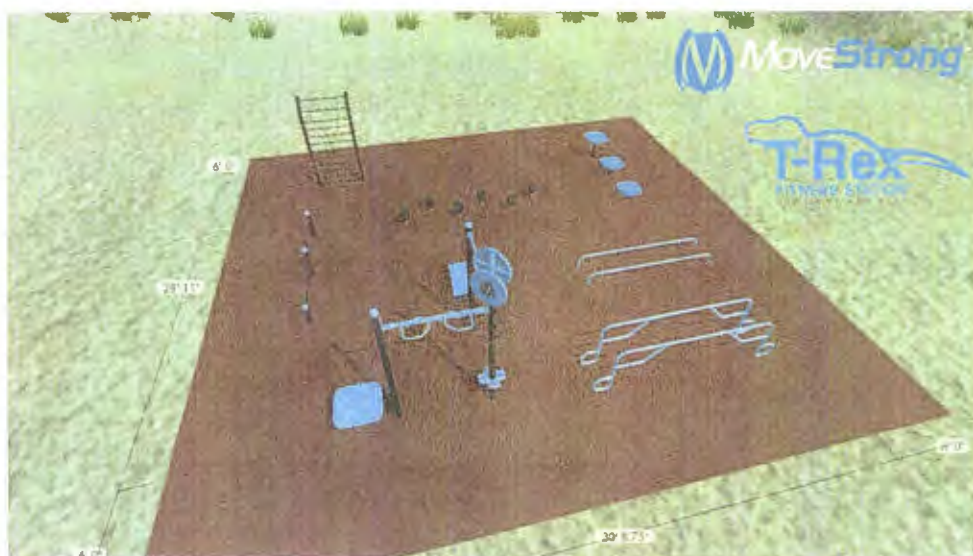
Primary Color: Black
Secondary Color: Sky Blue

- 1. Monkey (Qty: 1)
- 2. Post T 6200 (Qty: 1)
- 3. All Board (Qty: 1)
- 4. Post T 6200 (Qty: 1)
- 5. Monkey (Qty: 1)
- 6. Post T 6200 (Qty: 1)
- 7. Skys (Qty: 1)
- 8. Sign Mud Bul (Qty: 1)
- 9. Post T 2200 (Qty: 1)
- 10. Monkey (Qty: 1)









Courtney Nalivka MS, RDN, LD
 Owner, CBNutrition LLC
 775-340-2257
 Facebook: CBNutrition LLC
 Instagram: @cbnutritionelko

www.cbnutrition.net

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Zephyr Heights Unit 1 Subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 8, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Elko City Code 3-3-21 requires the subdivider to have executed and filed an agreement between the subdivider and the City for the required subdivision improvements, including stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in accordance with Elko City Code 3-3-22. 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: **Performance/Maintenance Agreement**
9. Recommended Motion: **Approve the Performance/Maintenance Agreement for subdivision improvements associated with the Zephyr Heights Unit 1 subdivision and require that the developer enter into the agreement within 30 days.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **David Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution: **Jordanelle Third Mortgage, LLC
Attn: Scott MacRitchie
312 Four Mile Trail
Elko, NV 89801

High Desert Engineering
Attn: Tom Ballew
640 Idaho Street
Elko, NV 89801**

AGREEMENT TO INSTALL IMPROVEMENTS
AND PROVIDE MAINTENANCE GUARANTY

THIS AGREEMENT made and entered into this 8th day of June, 2021, by and 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 **Jordanelle Third Mortgage, LLC**, an Arizona Limited Liability Company, hereinafter referred to as "**Developer**."

RECITALS

- A. **WHEREAS**, **Developer** is subdividing certain property within the **City**, the subdivision being generally known as **Zephyr Heights Unit 1**, into 18 residential lots and one (1) remainder lot by means of a subdivision map, identified by the **City** as Final Map No. 2-21;
- B. **WHEREAS**, Elko City Code, Title 3, Chapter 3, requires that a developer of a subdivision (as that term is used in NRS 278.320(1)) enter into an agreement to install improvements;
- C. **WHEREAS**, the **City** has approved the Engineer's Cost Estimate for the required subdivision improvements (set forth in **Exhibit A** and made a part hereof) and has determined that the cost of the required subdivision improvements is expected to be in the amount of **One Million, Five Hundred Twenty-One Thousand, Seven Hundred Fifty-Three Dollars (\$1,521,753.00)**, which amount provides the basis for calculating the amount of the Maintenance Guaranty;
- D. **WHEREAS**, the **Developer** intends to complete the required subdivision improvements with its own resources pursuant to Elko City Code Section 3-3-21(A)(3)(a) and 3-3-22(A)(1), and in conformity with the construction plans approved by the **City** (attached as **Exhibit B** and made a part hereof) prior to certification of the final map;
- E. **WHEREAS**, Elko City Code 3-3-21(A)(4) requires that all subdivision improvements identified in an agreement to install improvements shall be completed within a specified period, not to exceed two (2) years, to the satisfaction of the **City**;
- F. **WHEREAS**, the **City** approved the Final Map on June 8, 2021;
- G. **WHEREAS**, pursuant to Elko City Code Section 3-3-22(B)(3), the **Developer** shall file with the Clerk of the **City** a maintenance guaranty to ensure the maintenance, adequacy and condition of all improvements required by this Agreement for a period of one (1) year after the subdivision improvements are accepted by the **City**. The maintenance guaranty may be in any form permitted in Section 3-3-22(B)(1) for a performance guaranty and shall be in the amount of **One Hundred and Fifty-Two Thousand, One Hundred and Seventy-Five Dollars and Thirty Cents (\$152,175.30)** (hereinafter referred to as the "Maintenance Guaranty");
- H. **WHEREAS**, in the event the **Developer** fails to complete all the required subdivision improvements in accordance with the terms of this Agreement, the **Developer** shall be in default of this Agreement and the **City** shall be entitled to pursue all available legal remedies.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions on the part of the respective parties to be performed, the parties hereby agree as follows:

1) **REQUIRED IMPROVEMENTS, CERTIFICATION, MAINTENANCE GUARANTY, AND ACCEPTANCE AND CERTIFICATION OF THE FINAL MAP**

A. **COMPLETION OF WORK AND MAINTENANCE GUARANTY.** **Developer** agrees to complete the improvements shown on the construction plans attached as **Exhibit B** hereto in the manner set forth in this Agreement and in conformity with Elko City Code 3-3-21(A)(4) (requiring the improvements to be completed to the satisfaction of the City) (hereinafter the "**Work**") within twenty-four (24) months of the Effective Date, unless otherwise extended in accordance herewith, and **Developer** shall pay or cause to be paid all claims for labor and materials used to perform the **Work**. 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. **ENGINEER'S ESTIMATE, CERTIFICATION AND SUBMISSION OF WORK.**

1) **Developer** agrees to, at its own expense, contract with a licensed engineer in the State of Nevada to oversee the construction of the subdivision improvements, oversee all required testing and verification of materials to ensure construction of the subdivision improvements in accordance with all federal, state and local requirements and provide an engineer's estimate, which must be approved by the City. The total engineer's estimate must be an amount no less than the full cost of the following improvements: (a) improvements required under Section 3-3-20 of the Elko City Code; (b) improvements shown on the construction plans prepared and approved in accordance with Section 3-3-18 of the Elko City Code; (c) the cost of required inspection and testing by a properly licensed engineer to oversee the quality assurance and quality control necessary to ensure certification for the construction of the approved construction plans; (d) the cost to replace any existing streets, utilities or other improvements that are included in the required improvements as shown on the construction plans; (e) the cost to prepare the as-built drawings and any associated documents; and (f) incidental expenses associated with the foregoing **Work**.

2) The **Work** shall be certified by the **Developer's** Engineer (who shall be a registered engineer, licensed in the State of Nevada) and submitted to the **City** for possible acceptance of the **Work** before the **City** conducts the subdivision final inspection and no later than twenty-four (24) months after the Effective Date. Upon certification of the **Work**, the **Developer's** Engineer shall provide the **City** with a certificate attesting to the adequacy of the **Work** and compliance with all requirements set forth in this Agreement, to include, without limitation, the construction specifications, codes and standards set forth in the Orange Book.

3) The certification by the **Developer's** engineer shall include: (a) the results of all required testing, presented in an organized manner by material type and category of work; (b) references to the sections of the Orange Book that correspond to the required testing for the material type and category of work; (c) the frequency of the required testing; (d) photo documentation for any components of the **Work** which cannot be certified by testing (i.e. special construction of utility crossings); and (e) an "as-built" drawing of the **Work**.

4) The City Council shall not accept the **Work** without a complete and comprehensive certification of the **Work** by the **Developer's** engineer.

C. MAINTENANCE PERIOD. Notwithstanding the Term of this Agreement, the maintenance period shall commence on the date the City Council accepts the **Work** and shall continue thereafter for a period of twelve (12) months. In satisfaction of its requirement to provide a Maintenance Guaranty, **Developer** shall, prior to acceptance of the **Work**, in conformance with Elko City Code 3-3-22(B)(3), provide the **City** with a Maintenance Guaranty in a form that complies with Elko City Code Section 3-3-22(B) in the amount of **One Hundred Fifty-Two Thousand, One Hundred Seventy-Five Dollars and Thirty Cents (\$152,175.30)**, which amount is not less than ten percent (10%) of the total cost of the required subdivision improvements. If maintenance is required during the maintenance period, the **City** will provide fifteen (15) calendar days' written notice of the required maintenance work to the **Developer** and the **Developer** must thereafter complete the required maintenance work. If the **Developer** fails to complete the maintenance work within the fifteen (15) calendar day period, without limiting any other rights or remedies available, the **City** may complete or have the maintenance work completed and use the Maintenance Guaranty to satisfy the costs thereof. The certification of the Final Map is, without limitation, conditioned upon **Developer** providing the Maintenance Guaranty.

D. CERTIFICATION OF FINAL MAP. The **City** will not certify the Final Map until:

- 1) The Agreement has been approved by the City Council in conjunction with Final Map approval;
- 2) The Agreement has been fully executed and filed with the City Clerk's office;
- 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**;
- 4) The **Developer** has filed with the Elko City Clerk the Maintenance Guaranty, calculated in the manner set forth herein and otherwise meeting the requirements of this Agreement and the Elko City Code;
- 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**;
- 6) The **Developer** has acquired all other jurat certifications required by the Nevada Revised Statutes, the Elko City Code and this Agreement; and
- 7) All other Final Map requirements set forth in the Nevada Revised Statutes and the Elko City Code have been met.

E. EFFECTIVE DATE. The Effective Date of this Agreement shall be June 8, 2021, which is the date the **City** approved the Final Map, and this Agreement shall operate retroactively to that date, except where otherwise specifically stated herein.

F. TERM. The Term of this Agreement shall be twenty-four (24) months from the Effective Date, unless the **Work** is completed and accepted by the **City** prior to the expiration of the foregoing twenty-four (24) month period, in which event the Term shall expire on the date the **Work** is accepted by the **City**. Notwithstanding the foregoing, the **City** may, upon a written request and showing by the **Developer** of good cause, grant an extension of time to complete the **Work** for an additional twelve (12) months thereafter (with a corresponding extension of the Term); **provided**, no such extension shall be given unless: (a) the **Developer** has satisfactorily performed its duties under this Agreement to date; (b) the **Developer** has diligently and in good faith attempted to complete the **Work** within the aforementioned twenty-four (24) month period, but has been unable to do so due to events beyond the **Developer's** control; and (c) the Maintenance Guaranty has been provided to the Elko City Clerk.

G. DESCRIPTION OF WORK AND CONDITIONS. In addition to any other requirements contained herein, the **Work** shall not be accepted by the **City** unless the **Developer** fully satisfies the following requirements:

(1) COMPLIANCE WITH CITY CODE. **Developer** shall perform the **Work** in a manner that fully complies with the Elko City Code.

(2) STANDARDS. The **Work** shall be completed in accordance with the plans, specifications and conditions approved by the **City** and in accordance with requirements otherwise set forth in this Agreement, to include requirements incorporated by reference.

(3) PRECONSTRUCTION CONFERENCE. Prior to the initiation of the construction of any roadway, drainage, water or sewer improvements included in the **Work**, the **Developer** shall schedule and participate in a preconstruction conference with **Developer's** contractor(s) and the City Development Manager or the **City's** designee(s).

(4) AS-BUILT PLANS. **Developer** shall provide complete as-built drawings of all street, water, sewer and drainage improvements to the **City** prior to the subdivision final inspection.

(5) SUBDIVISION CONDITIONS. **Developer** shall satisfy all subdivision approval conditions established by or at the direction of the City Council and/or the City Planning Commission.

(6) ENGINEER'S CERTIFICATE. Before the subdivision final inspection, **Developer's** engineer (who shall be a registered engineer, licensed in the State of Nevada) shall provide the **City** with a certificate certifying the adequacy of the **Work** and compliance with all requirements set forth in this Agreement, to include, without limitation, **City** standard construction specifications, codes and standards.

H. FINAL COMPLETION AND ACCEPTANCE OF WORK. Approval of the final completion and acceptance of the **Work** shall be at the discretion of the **City**. The **Work** shall not be accepted unless and until it satisfies the requirements of this Agreement, to include the

conditions set forth in Section 1 (**REQUIRED IMPROVEMENTS, CERTIFICATION, MAINTENANCE GUARANTY, ACCEPTANCE AND CERTIFICATION OF THE FINAL MAP**).

Developer shall request that the **City** inspect the **Work** no later than thirty (30) days prior to the end of the Term. The **City** shall have the authority to suspend the **Work**, in whole or in part, for such period as it may deem necessary due to unsuitable weather or other unfavorable conditions or the failure of **Developer** to comply with the requirements contained in this Agreement, to include compliance with the standard construction specifications of the **City**.

- I. DEFAULT, NOTICE AND OPPORTUNITY TO CURE.** In the event **Developer** fails to complete the **Work** during the Term of this Agreement or any extension hereof, the **Developer** shall be considered in **Default**. Upon discovery of the **Default**, the **City** shall serve upon the **Developer** written notice of such **Default**. **Developer** shall then have fifteen (15) days from the date of mailing of said notice in which to cure the **Default**. In the event of a **Default**, should the **Developer** fail to cure the **Default** within fifteen (15) days from the date of notice, the **City** shall then have the right to complete the **Work**, to include, without limitation, payment of all third-party claims for labor and material, after which the **Developer** shall be liable to the **City** for all costs incurred in completing the **Work**, such amount to be due and payable within thirty (30) days of receipt of an itemized invoice from the **City** detailing the costs incurred by the **City**. In the event **Developer** fails to reimburse the **City** for the costs shown on the foregoing invoice, the **City** may thereafter exercise all rights and remedies available at law and equity.

2. GENERAL TERMS AND CONDITIONS.

- A. WARRANTY.** **Developer** warrants to the **City** that the **Work**, upon completion, will be free of defects and in conformity with all applicable standards, to include requirements of the Elko City Code and any plans approved by the **City** pertaining to the **Work**.
- B. TERMINATION, BINDING EFFECT, DELEGATION AND OTHER MATTERS.** This Agreement may not be amended, modified or terminated except by an agreement in writing and approved by the **Developer** and the Elko City Council. This Agreement and all of the covenants, terms, conditions and/or provisions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding any other provision contained in this Agreement, neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated by any party without the prior written consent of the other party. This Agreement is not intended to confer any rights or benefits to any entity other than to the **City** and to **Developer**; accordingly, there are no third-party beneficiaries to this Agreement.
- C. CONSTRUCTION OF AGREEMENT.** This Agreement constitutes a contract under and shall be construed in accordance with the laws of the State of Nevada. Both parties have had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, the parties agree that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- D. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.

- E. **NOTICES.** All notices required to be given under this Agreement shall be deemed given upon the earlier of the actual receipt or two (2) days after being mailed by registered or certified mail, return receipt requested, addressed as follows: if to **City**, to c/o Michele Rambo, (or the then-current) Development Manager, 1751 College Avenue, Elko, Nevada 89801; if to **Developer**, to: Scott MacRitchie, BDSA, LLC, 312 Four Mile Trail, Elko, NV 89801.
- F. **CITY'S AUTHORITY.** This Agreement is not intended to supersede the authority granted by law to the **City**. Therefore, nothing in this Agreement shall be construed or implied to require the **City's** planning or other regulatory boards or departments (however designated) to approve any plans, permits, maps or other documents pertaining to any aspect of the **Work** or other action described in this Agreement.
- G. **TIME OF THE ESSENCE.** Time is of the essence and a material provision of this Agreement.
- H. **INDEMNIFICATION.** **Developer** hereby agrees to hold harmless, indemnify and defend the **City** (including, without limitation, the **City's** officers, agents and employees) against and to all claims, demands, actions, suits, liability, cost and expense, including defense expenses, (to include, without limitation, suits for damages and injuries to persons or property) that are claimed to have resulted from the acts or omissions of **Developer** (including without limitation its agents, employees and/or contractors) in any manner pertaining to the **Work**.
- I. **JURISDICTION AND VENUE.** The District Court for the Fourth Judicial District, in and for the County of Elko, State of Nevada, shall have jurisdiction and venue over all disputes arising from or in relation to this Agreement.
- J. **INTEGRATION.** This Agreement represents and contains the entire Agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes and replaces all prior oral and written agreements and understandings with respect to the subject matter of this Agreement, and no representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter hereof shall be relied upon by the parties unless incorporated herein. This Agreement shall be construed as a complete novation of any prior agreements relating to the subject matter of this Agreement.
- K. **DOCUMENTS PROVIDED TO CITY ARE PUBLIC.** This Agreement, together with any documents associated with the **Work**, may be recorded in any public system of records, to include the records of the Elko County Recorder. Under no circumstances shall **Developer** assert a right to confidentiality or an intellectual property interest in documents or other information provided to the **City** in relation to the **Work**.
- L. **ATTORNEY FEES.** In the event the **City** is required to pursue any action to enforce any term or condition in this Agreement, it shall be entitled to reasonable attorney's fees and court costs.
- M. **SEVERABILITY.** In the event one or more of the provisions, or portions thereof, of this Agreement is determined to be illegal or unenforceable, the remainder of the Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.
- N. **HEADINGS.** The headings of sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

O. NO AGENCY, PARTNERSHIP OR JOINT VENTURE. Nothing herein contained shall be construed to create an agency, partnership or joint venture between the parties.

P. REMEDIES NOT EXCLUSIVE. No remedy provided by this Agreement, to include the right to make a claim against a bond or other guaranty, shall be exclusive. The **City** shall have the right to pursue any remedies provided under this Agreement, or by law or equity, simultaneously or in sequence at its sole discretion.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate the day and year first above written.

CITY - THE CITY OF ELKO,
a municipal corporation

DEVELOPER – JORDANELLE THIRD MORTGAGE,
LLC

By: _____
REECE KEENER, Mayor

By: _____

Its: _____

ATTEST:

KELLY WOOLDRIDGE, City Clerk

EXHIBIT A

**JORDANELLE THIRD MORTGAGE
ZEPHYR HEIGHTS - UNIT NUMBER 1**

**Public Improvement Estimate
April 16, 2021**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
Mobilization					
1	Mobilization	1	L.S.	\$ 10,000.00	\$ 10,000
2	Erosion Control	1	L.S.	7,500.00	7,500
3	Traffic Control	1	L.S.	2,500.00	2,500
Removals					
4	Remove 15" CMP Storm Sewer	18	L.F.	35.00	630
5	Remove 15" CMP End Section	1	Each	100.00	100
6	Cut Existing AC Pavement	502	L.F.	2.00	1,004
7	Remove Existing AC Pavement	502	S.F.	1.00	502
Earthwork					
8	Clearing & Grubbing	10.5	Acre	1,350.00	14,175
9	Unclassified Excavation	75,650	C.Y.	2.60	196,690
10	Unclassified Embankment	60,550	C.Y.	4.68	283,374
11	Type 2 Ditch	465	L.F.	22.70	10,556
12	Slope Treatment	78,100	S.F.	0.16	12,496
Sanitary Sewer					
13	8" SDR-35 PVC Sanitary Sewer	961	L.F.	52.40	50,356
14	48" Type 1 Sanitary Sewer Manhole	5	Each	4,400.00	22,000
15	4" Sanitary Sewer Service	19	Each	1,700.00	32,300
Storm Sewer					
16	10" ADS "N-12" Storm Sewer	74	L.F.	44.00	3,256
17	15" ADS "N-12" Storm Sewer	6	L.F.	50.00	300
18	18" ADS "N-12" Storm Sewer	320	L.F.	55.00	17,600
19	48" Type 1 Storm Sewer Manhole	2	Each	4,400.00	8,800
20	Type 4-R Drop Inlet	6	Each	2,600.00	15,600

**JORDANELLE THIRD MORTGAGE
ZEPHYR HEIGHTS - UNIT NUMBER 1**

**Public Improvement Estimate
April 16, 2021**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
Water					
21	6" Class 235 PVC Water	50	L.F.	47.00	2,350
22	8" Class 235 PVC Water	1,075	L.F.	47.00	50,525
23	6" Gate Valve (FlgxMJ)	3	Each	1,300.00	3,900
24	8" Gate Valve (FlgxMJ)	4	Each	2,000.00	8,000
25	8" Temporary Flush Valve	1	Each	3,000.00	3,000
26	8"x6" Tee (MJxFlg)	2	Each	850.00	1,700
27	8" Tee (Flg)	1	Each	1,200.00	1,200
28	12"x8" Tapping Sleeve	1	Each	3,800.00	3,800
29	8"x6" Reducer (Flg)	1	Each	750.00	750
30	8" 11-1/4° Bend (MJ)	1	Each	800.00	800
31	8" 22-1/2° Bend (MJ)	3	Each	800.00	2,400
32	Fire Hydrant	3	Each	4,800.00	14,400
33	1" Water Service	20	Each	3,000.00	60,000
Surfacing					
34	Type 2, Class B, Aggregate Base	1,680	C.Y.	47.00	78,960
35	Type 1 Curb & Gutter	414	L.F.	30.00	12,420
36	Type 2 Curb & Gutter	1,873	L.F.	30.00	56,190
37	Curb & Gutter with Apron	742	S.F.	20.00	14,840
38	6' Valley Gutter	444	S.F.	12.00	5,328
39	4" Sidewalk (4' Wide)	8,196	S.F.	8.00	65,568
40	4" Sidewalk (5' Wide)	2,077	S.F.	8.00	16,616
41	3" Plantmix Bituminous Surface	40,124	S.F.	2.70	108,335
42	4" Plantmix Bituminous Surface	8,871	S.F.	3.62	32,113
43	Seal Coat	48,995	S.F.	0.11	5,389
Miscellaneous					
44	Class A Monument	4	Each	750.00	3,000
45	Street Light Bases	4	Each	800.00	3,200
46	Stop (30"x30") & Street Sign	1	Each	750.00	750
47	Street Sign Only	1	Each	600.00	600

**JORDANELLE THIRD MORTGAGE
ZEPHYR HEIGHTS - UNIT NUMBER 1**

**Public Improvement Estimate
April 16, 2021**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
Public Utilities					
48	Electric	1	L.S.	67,000.00	67,000
49	Telephone	1	L.S.	12,000.00	12,000
50	Television	1	L.S.	6,000.00	6,000
51	Natural Gas	1	L.S.	23,000.00	23,000
<hr/>					
Construction Total					\$ 1,353,873
Davis Bacon Wage Rates		10.00%		135,387	
Construction Engineering		2.40%		32,493	
<hr/>					
Project Total					\$ 1,521,753

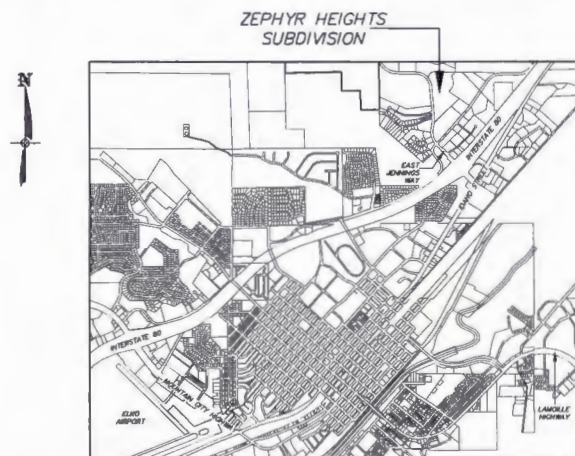
EXHIBIT B

**JORDANELLE THIRD MORTGAGE, LLC
ZEPHYR HEIGHTS SUBDIVISION - UNIT NUMBER 1
SITE CONSTRUCTION DRAWINGS**



JORDANELLE THIRD MORTGAGE, LLC
312 FOUR MILE TRAIL
ELKO, NEVADA 89801
SCOTT MACRITCHIE (775) 340-6005

















































1. ALL CONSTRUCTION SHALL conform TO THE LATEST EDITION OF THE "STANDARD" SPECIFICATIONS FOR PUBLIC WORKS CONTRACTS AS SPECIFIED AND DISTRIBUTED BY THE REGIONAL TRANSPORTATION COMMISSION OF WHICH COUNTY, BRANCH COUNTY, IS A MEMBER.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ELGIN STANDARD TITLES, STANDARD REQUIREMENTS AND SPECIFICATIONS.
3. ALL CONSTRUCTION WITHIN BRANCH COUNTY DEPARTMENT OF TRANSPORTATION RIGHTS-OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE "STANDARD" SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AND THE LATEST EDITION OF THE "STANDARD" SPECIFICATIONS FOR UTILITIES CONSTRUCTION."
4. ALL TRAFFIC CONTROL AND ALL PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."
5. ALL WORK PERFORMING TO MAKE ACCESSIBLE RAMPED, HANDICAP PARKING SPACES AND HANDICAP PARKING SHALL BE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND AMERICAN ARCHITECTURAL-ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES ACT.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL INVESTIGATION FOR JENNY HEDGECOCK SUBDIVISION, ELGIN, ILLINOIS, PREPARED BY GARY L. HEDGECOCK, INC., 1000 N. HEDGECOCK AVENUE, ELGIN, ILLINOIS 60120.
7. ANY CONFLICT BETWEEN THE ABOVE REFERENCED SPECIFICATIONS AND THE REQUIREMENTS CONTAINED IN THE CONTRACT DOCUMENTS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE OWNER FOR RESOLUTION.
8. ALL WORK ASSOCIATED WITH ANY PUBLIC IMPROVEMENT IS TO BE PERFORMED BY A PROPERLY LICENSED CONTRACTOR.
9. THE CITY OF ELGIN PROJECT ENGINEER, THE SOILS ENGINEER, THE CITY OF ELGIN AND ALL UTILITY COMPANIES HAS INSURE PRIOR TO COMMENCEMENT OF WORK.
10. THE CONTRACTOR SHALL OBTAIN AND PAY FOR A CITY OF ELGIN FROM THE CITY OF ELGIN FOR ALL BEING DONE WITHIN THE CITY OF ELGIN.
11. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE CITY OF ELGIN. THIS PLAN SHALL BE REVIEWED AND APPROVED BY THE CITY OF ELGIN PRIOR TO COMMENCEMENT OF WORK.
12. THE CITY OF ELGIN SHALL BE RESPONSIBLE FOR THE FOLLOWING:
(A) THE CONTRACTOR SHALL OBTAIN A STORMSEWER DISCHARGE PERMIT AND COMPLY WITH THE STATE OF ILLINOIS DIVISION OF ENVIRONMENTAL PROTECTION REQUIREMENTS FOR DISCHARGE OF STORMWATER INTO THE ELGIN RIVER.
(B) THE CONTRACTOR SHALL OBTAIN A PERMIT TO DISCHARGE POLLUTANTS INTO THE ELGIN RIVER.
(C) THE CONTRACTOR SHALL INCORPORATE THE STORM WATER POLLUTION PREVENTION MEASURES SHOWN ON THE PERMIT.
13. IF THE DISTURBED AREA WITHIN THE PROJECT IS GREATER THAN FIVE (5) ACRES, THE CONTRACTOR SHALL OBTAIN AN AIR QUALITY PERMIT FROM THE ILLINOIS DEPARTMENT OF ENVIRONMENTAL PROTECTION. A COPY OF THIS PERMIT MUST BE KEPT ON SITE AT ALL TIMES WHILE THE CONTRACTOR IS WORKING ON THE PROJECT.



LEGEND:

- [illegible]

APR:	001-562-010	ARMWAY RETARDER:	
LEGAL DESCRIPTION:	ADJACENT PARCEL 2 - P.LK 77918	FRONT:	15' (30' FOR GARAGE)
LOGGING:	SECTION 27 E. 34. N. 55. E.	REAR:	8.5' 2"
LEGASIN DOCUMENT:	DOCUMENT NUMBER 77917	ARMWAY LOT BOD:	
ADDRESSES:	NOT ADDRESSED	AREA:	6,000 S.F. (1,000 S.F. FOR EXISTING LOT)
ZONING:	R-1 SINGLE-FAMILY 5.5 ACRES/LOT FAMILY RESIDENCING	BLDG. COV'T:	10%
SPECIAL FLOOD HAZARD:	NONE	WATERMAIN BUILDING HEIGHT:	40' (FOR LEAKS FOR APPROX. 100' FEET)
ARMWAY SLOPE:	AS = JOSEPH/PL	PIKE PLOT REQUIREMENT:	
COVERAGE:	1 = 14.5% 2 = 15.1% 3 = 15.1% ACRES	BUILDING IN 1,000 S.F. BUILDING 2. 1,000 S.F. BUILDING 3. 1,000 S.F. FOR 2 MOORS	
ATV/BLVD ELEVATION:	AS = 14.5%		

- | | | | | |
|---|--|---|--------------------------------|--------------------------------------|
|  | EXISTING SANITARY SEWER SERVICE |  | -0.1 ft | EXISTING OVERHEAD TELEPHONE LINE |
|  | EXISTING SANITARY SEWER R/W SIDE & DIRECTION |  | -1/2 ft | EXISTING UNDERGROUND TELEPHONE LINE |
|  | PROPOSED SANITARY SEWER MANHOLE |  | EXISTING TELEPHONE POLE/ST | |
|  | PROPOSED SANITARY SEWER SERVICE |  | -1 ft | PROPOSED UNDERGROUND TELEPHONE LINE |
|  | PROPOSED SANITARY SEWER R/W SIDE & DIRECTION |  | -0.1 ft | EXISTING UNDERGROUND TELEPHONE LINE |
|  | PROPOSED SANITARY SEWER R/W SIDE/UT |  | -1/2 ft | EXISTING UNDERGROUND TELEPHONE LINE |
|  | PROPOSED SANITARY SEWER MANHOLE |  | EXISTING TELEVISION POLE/ST | |
|  | EXISTING STORM SEWER R/W SIDE & DIRECTION |  | -1/2 ft | PROPOSED UNDERGROUND TELEVISION LINE |
|  | EXISTING STORM SEWER MANHOLE |  | EXISTING GAS VALVE | |
|  | EXISTING STORM SEWER LATERAL |  | C | EXISTING GAS MAIN OR SERVICE LINE |
|  | PROPOSED STORM SEWER R/W SIDE & DIRECTION |  | C | NEW GAS MAIN OR SERVICE LINE |
|  | PROPOSED STORM SEWER MANHOLE |  | EXISTING DRAINAGE | |
|  | PROPOSED CATCH BASINS |  | PROPOSED PAVEMENT | |
|  | EXISTING FIRE HYDRANT |  | PROPOSED CONCRETE | |
|  | EXISTING WATER VALVE |  | CALCULATED POINT | |
|  | EXISTING WATER LINE R/W SIDE |  | SET PROPERTY CORNER | |
|  | PROPOSED FIRE HYDRANT |  | FOUND PROPERTY CORNER | |
|  | EXISTING WATER VALVE |  | FOUND STREET WORMHOLE | |
|  | PROPOSED WATER LINE R/W SIDE |  | EXISTING STREET WORMHOLE | |
|  | PROPOSED WATER SERVICE |  | TEST PIT # | |
|  | EXISTING OVERHEAD POWER LINE |  | SPOT ELEVATION | |
|  | EXISTING UNDERGROUND POWER LINE |  | EXISTING GROUND CONTOUR | |
|  | PROPOSED ELECTRICAL R/W |  | PROPOSED FINISH GROUND CONTOUR | |
|  | EXISTING UNDERGROUND POWER LINE |  | PROPOSED GRADE BREAK | |

HIGH DESERT ENGINEERING, LLC
640 IDAHO STREET
ELKO, NEVADA 89801
(775) 738-4053



APPROVED
Y OF ELKO DEVELOPMENT DEPT
Heidi Kamb
05/14/2021

No public improvements will be accepted by City Council until all slopes greater than 3:1 are permanently stabilized to standards found in the City's BMP Manual.

CONSTRUCTION DRAWINGS

- C-1.0 TITLE SHEET
C-2.0 DEMOLITION & EROSION CONTROL PLAN
C-3.0 GRADING & DRAINAGE PLAN
C-4.1 PLAN & PROFILE - EAST JENNINGS WAY
C-4.2 PLAN & PROFILE - MESQUITE WAY
C-4.3 PLAN & PROFILE - INCLINE AVENUE
C-5.1 SITE DETAILS
C-5.2 WATER SYSTEM DETAILS
C-5.3 SEWER SYSTEM DETAILS & UTILITY NOTES

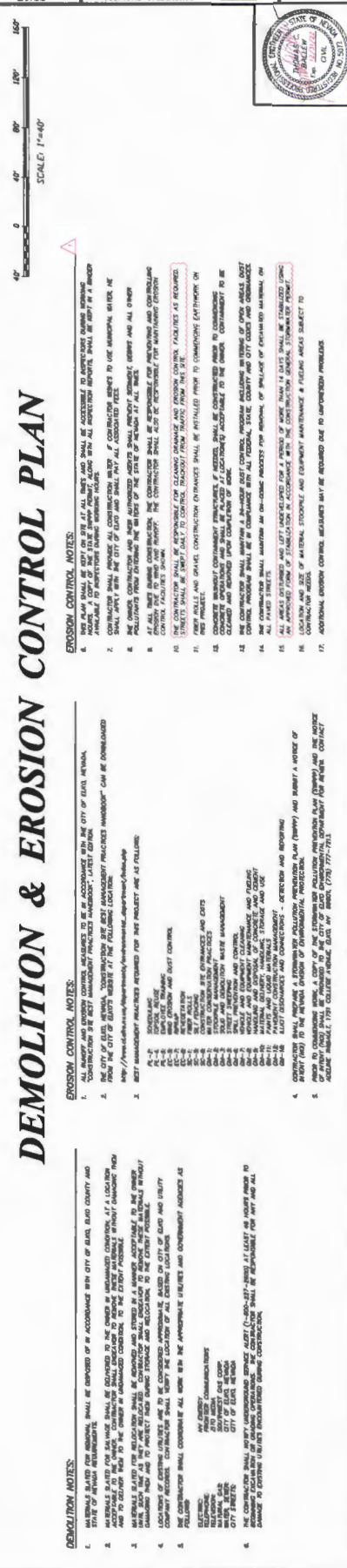
APPROVED
ENGINEERING DEPARTMENT
25/14/2021 *Red 4.6*

1 FINAL MAP - SHEET 1 OF 2
2 FINAL MAP - SHEET 2 OF 2

Planning Department
Approved
05/14/2021
APPROVED
City of Elko Fire Department
See List
05/14/2021

[illegible]

CONSULTING ENGINEERING & SURVEYING 840 1040 STREET ELKO, NEVADA 89601		SCALE: HORIZ _____ VERT _____ JOB No. _____		22PHTX HEIGHTS SUBDIVISION - UNIT 1 SITE CONSTRUCTION DRAWINGS TITLE SHEET		DESIGNED BY: TCB DRAWN BY: TCB CHECKED BY: TCB APPROVED BY: _____ DATE: 5/21/21 BY: 1		BY: TCB DATE: 5/27/2021		BY: TCB	
---	--	--	--	--	--	--	--	----------------------------	--	---------	--

[illegible]









TYPICAL UTILITY LAYOUTS

NOTE: TYPICAL UTILITY LAYOUTS ARE FOR INFORMATION ONLY. ALL DIMENSIONS AND MATERIALS SHALL BE AS SHOWN ON THE LATEST REVISIONS OF THE LATEST DESIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL FIELD DATA.

TYPICAL WATER SERVICE CONNECTION

NOTE: TYPICAL WATER SERVICE CONNECTIONS ARE FOR INFORMATION ONLY. ALL DIMENSIONS AND MATERIALS SHALL BE AS SHOWN ON THE LATEST REVISIONS OF THE LATEST DESIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL FIELD DATA.

TYPICAL VALVE DETAIL

NOTE: TYPICAL VALVE DETAILS ARE FOR INFORMATION ONLY. ALL DIMENSIONS AND MATERIALS SHALL BE AS SHOWN ON THE LATEST REVISIONS OF THE LATEST DESIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL FIELD DATA.

TYPICAL TRENCH EXCAVATION AND BACKFILL

NOTE: TYPICAL TRENCH EXCAVATION AND BACKFILL DETAILS ARE FOR INFORMATION ONLY. ALL DIMENSIONS AND MATERIALS SHALL BE AS SHOWN ON THE LATEST REVISIONS OF THE LATEST DESIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL FIELD DATA.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration and possible action to initiate an amendment to Elko City Code Title 9, Chapter 6 (Illegal Discharge and Connection to Stormwater), Chapter 7 (Construction Site Runoff Control), and Chapter 8 (Postconstruction Runoff Control and Water Quality Management), and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 8, 2021**
3. Agenda Category: **New Business**
4. Time Required: **10 Minutes**
5. Background Information: **The City of Elko stormwater program was audited by the Nevada Department of Environmental Protection and the Environmental Protection Agency in August 2020. One of the findings of that audit was that current enforcement regulations were lacking in both clarity and implementation. As a result, the audit report required the City to update its stormwater codes with enhanced enforcement procedures.**

While reviewing the stormwater codes with the City Attorney, it was determined that sections other than enforcement needed numerous modifications. This includes applicability, definitions, specific processes and/or procedures, and responsibility. Modifications to these other provisions have been included as part of this proposed code change. 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: **Title 9, Chapter 6 (Illegal Discharge and Connection to Stormwater), Chapter 7 (Construction Site Runoff Control), and Chapter 8 (Postconstruction Runoff Control and Water Quality Management) with proposed revisions shown with track changes.**
9. Recommended Motion: **Move to initiate an amendment to Elko City Code Title 9, Chapter 6 (Illegal Discharge and Connection To Stormwater), Chapter 7 (Construction Site Runoff Control), and Chapter 8 (Postconstruction Runoff Control and Water Quality Management), adopting the changes presented by staff.**
10. Prepared by: **Michele Rambo, AICP, Development Manager**

Agenda Item V. C.

11. Committee/Other Agency Review: **David Stanton, City Attorney**

12. Council Action:

13. Council Agenda Distribution: **N/A**

9-6-1: PURPOSE:

The purpose of this ~~e~~Chapter is to provide for the health, safety and general welfare of the ~~citizens residents of the City~~ through regulation of nonstormwater discharges to the ~~municipal separate storm sewer system (MS4), waters of the United States, and or stormwater watercourses~~. This ~~e~~Chapter establishes methods for controlling the introduction of pollutants into the ~~municipal separate sewer system (MS4)~~ ~~in order~~ to comply with the ~~n~~National ~~p~~Pollutant ~~d~~Discharge ~~e~~Elimination ~~s~~System (NPDES) permit process and to:

- A. Regulate the contribution of pollutants to the ~~municipal separate stormwater sewer system (MS4)~~ ~~by stormwater resulting from~~ discharges ~~by any user~~,
- B. Prohibit illegal connections and discharges to the ~~municipal separate storm sewer system~~ ~~MS4~~, and
- C. ~~Establish legal authority to carry out all~~ Provide for the inspection, surveillance and monitoring procedures necessary to ensure compliance with this ~~e~~Chapter. ~~(Ord. 670, 3-13-2007)~~

9-6-2: DEFINITIONS:

~~For the purpose of this chapter, the following shall mean~~ As used in this Chapter, unless the context otherwise requires, the words and terms defined in this section shall have the following meanings:

~~AUTHORIZED ENFORCEMENT AGENCY: The director of the municipal agency designated to enforce this chapter or the director employees or the director designees.~~

BEST MANAGEMENT PRACTICES (BMPs): Schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to the MS4, a watercourse, or waters of the United States, to include stormwater, receiving water, or stormwater conveyance systems; ~~and also~~ BMPs include treatment practices, operating procedures, and other practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage. BMPs may be structural or nonstructural.

CITY: The City of Elko, Nevada to include its departments, agencies, officials, and employees.

~~CLEAN WATER ACT: The federal water pollution control act (33 USC 1251 et seq.), and any subsequent amendments thereto~~ The Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub. L. 92-500, as amended Pub. L. 95-576, Pub. L. 96-483 and Pub. L. 97-117, 33 U.S.C. 1251 et seq.

COMMERCIAL ACTIVITY: A task, conduct, enterprise or undertaking of any kind with the goal of earning an economic profit.

~~CONSTRUCTION ACTIVITY: Activities~~ An activity subject to an NPDES construction permits issued by the state of Nevada. The term "construction activity" includes NPDES construction activities on one acre or more. Construction activities ~~on from six thousand (6,000) square feet to one (1) acre or more~~ not subject to NPDES construction permits are also included in this definition or any

construction sites of any size located within one quarter (1/4) mile of any waters of the United States as that term is defined by the Environmental Protection Agency and the Department of the Army. Such activities include, but are not limited to, clearing and grubbing, grading, excavating, and demolition.

CONTAMINANT: Any physical, chemical, biological or radiological substance or matter which is added to water.

DIFFUSE SOURCE: Any source of water pollution which is diffused to the extent that it is not readily discernible and cannot be confined to a discrete conveyance. This term is intended to be equivalent to the term "nonpoint source" as used in federal statutes and regulations.

DISCHARGE: Any addition of a contaminant, pollutant, or pollutants to the MS4, waters of the United States, or a watercourse, including a "discharge of pollutant" as defined in 40 CFR § 122.2.

DISCHARGER: A person who permits or causes a discharge into the MS4 or a watercourse.

ENFORCEMENT AGENCY: The City department or agency designated to enforce this Chapter, to include its director, employees and designees.

ENFORCEMENT OFFICIAL: The City Environmental Coordinator, City Code Enforcement Officer, or any other City employee designated to serve as an Enforcement Official by the City Council to enforce the provisions of this Chapter.

FACILITY, OPERATION OR ACTIVITY: Any source of a discharge, including land or appurtenances thereto, that is subject to regulation under an NPDES permit. The foregoing includes an action performed by or associated with a person or organization, such as a business organization, in the production of goods or delivery of services.

GENERATOR: Any person, by site location, whose act, or process produces "solid waste" as defined in NRS 444.490, "hazardous material" as defined in NRS 459.7024, "extremely hazardous material" as defined in NRS 459.7022, or "hazardous waste" as defined in NRS 459.430. The term "generator" does not include a person who produces only "household waste" as defined in NRS 459.432.

HAZARDOUS MATERIALS: Any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitations, petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems and those materials, substances and/or waste, including infectious waste, medical waste, and potentially infectious waste, which are or later become regulated by any local governmental authority, the state of Nevada, or the United States government, including, but not limited to, substances defined as "hazardous substances", "hazardous materials", "toxic substances", or "hazardous wastes" in the comprehensive environmental response, compensation and liability act of 1980, as amended, 43 USC section 9601 et seq.; the hazardous materials transportation act, 40 USC section 1801 et seq.; the resource conservation and recovery act, 43 USC section 6901 et seq.; all corresponding and related state of Nevada and local statutes, ordinances and regulations, including, without limitation, any dealing with underground storage tanks; and in any other environmental law, regulation or ordinance now existing or hereinafter enacted.

ILLEGAL CONNECTIONS: ~~An illegal connection defined as e~~Either of the following:

- A. Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm water conveyance system including, but not limited to, any conveyances which allow nonstorm water discharge including, but not limited to, sewage and process wastewater to enter the storm water conveyance system and any connections to the storm water conveyance system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency; or
- B. Any drain or conveyance connected from a commercial or industrial land use to the storm water conveyance system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

ILLEGAL DISCHARGE: Any direct or indirect non-storm-water discharge to the ~~MS4, a watercourse, or waters of the United States, storm-water conveyance system or storm-water~~ except as exempted in section 9-6-6(A) of this chapter.

INDUSTRIAL ACTIVITY: ~~Activities~~An activity subject to an NPDES industrial permits as ~~defined set forth~~ in 40 CFR section 122.26(b)(14).

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4): A collection of structures (retention basins, ditches, underground pipes, etc.) owned and operated by the City and not connected to the sanitary sewer system that is designed to gather stormwater and discharge it, without treatment, into local streams and rivers.

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT: A permit allowing the City to legally discharge stormwater into local streams and rivers through the municipal separate storm sewer system.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORM-WATER DISCHARGE PERMIT: A permit issued by EPA (or by a state under authority delegated pursuant to 33 USC 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area wide basis.

NON-STORM-WATER DISCHARGE: Any ~~discharge to storm-water conveyance system and/or storm water~~ that is not composed entirely of storm-water.

OPERATOR: The owner or operator of any facility, operation or activity subject to regulation under an NPDES permit.

PERSON: Any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or the owner's agent.

PERSONAL SERVICE: Hand delivery by and to an adult.

POLLUTANT, POLLUTION, OR POLLUTE: Anything which causes or contributes to pollution, either directly or indirectly. Pollutants may include, but are not limited to: sediment, petroleum projects,

paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that the same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; waste and residues that result from constructing a building or structure; site development of any kind; and noxious or offensive matter of any kind.

PREMISES: Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

RESPONDENT: A person to whom a notice of violation, stop work order, citation or notice of civil infraction has been issued pursuant to this Chapter or a person who is formally accused by the City of violating this Chapter. The term "respondent" shall include any person defending a notice of violation, stop work order, citation, notice of civil infraction or complaint issued on the basis of a violation of this Chapter or who is otherwise subject to any punitive measure pursuant to this Chapter.

STOP WORK ORDER: An order issued by the Enforcement Official which requires that all sources and/or causes of a nonstormwater discharge or polluted stormwater, to include activities not permitted under an approved Stormwater Pollution Prevention Plan on a site, be stopped.

STORM-WATER: Any surface flow runoff and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

STORMWATER CONSTRUCTION GENERAL PERMIT: A permit issued by the Nevada Division of Environmental Protection for stormwater discharges associated with construction activity.

STORM-WATER CONVEYANCE SYSTEM: Publicly owned facilities by which storm water is collected and/or conveyed, including, but not limited to, any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human made drainage channels, reservoirs, and any other drainage structures.

STORM-WATER POLLUTION PREVENTION PLAN (SWPPP): A document, approved by federal, state, or local agencies in accordance with federal, state, or local law, which describes the best management practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to storm water, storm water conveyance systems, and/or receiving waters to the maximum extent practicable and posted on-site.

WASTEWATER: Any water or other liquid, other than uncontaminated storm water, discharged from a facility.

WATERCOURSE: Any drainage or structure through which water may pass or drain and any body of water, including, but not limited to, lakes, ponds, rivers, streams, and bodies of water which have been delineated by federal, state, or local agencies in accordance with federal, state, or local laws. (Ord. 670, 3-13-2007)

In the event a term used in this Chapter is not defined in this Chapter, but is defined in another Chapter in this Title 9, the definition contained in the other Chapter shall apply.

9-6-3: APPLICABILITY:

This ~~eChapter shall apply to~~regulates all water generated on any developed and undeveloped lands ~~that enters the MS4, a watercourse, or waters of the United States, unless explicitly properly~~ exempted by an authorized enforcement agency, ~~entering the storm water conveyance system or storm water. (Ord. 670, 3-13-2007)~~ The provisions of this Chapter 6, to include enforcement provisions, shall be in addition to and not in lieu of the provisions of Chapters 7 and 8 of this Title 9.

9-6-4: RESPONSIBILITY FOR ADMINISTRATION:

The ~~eCity of Elko or its designee~~ shall administer, implement, and enforce the provisions of this ~~eChapter, to include delegating enforcement authority in a manner consistent herewith. Any powers granted or duties imposed upon the authorized enforcement agency may be delegated in writing by the director of the authorized enforcement agency to persons or entities acting in the beneficial interest of or in the employ of the agency. (Ord. 670, 3-13-2007)~~

9-6-5: ULTIMATE RESPONSIBILITY:

The standards set forth herein and promulgated pursuant to this ~~eChapter~~ are minimum standards; therefore, compliance with this eChapter does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants. The prevention of contamination, pollution, or unauthorized discharges of pollutants is the responsibility of each person subject to the applicable provisions of Title 9 of the City Code, federal and state law, and the holder of an NPDES permit or other permit pertaining to discharges. The acts and omissions of employees and agents in the course and scope of their employment or official duties shall be deemed the acts and omissions of their employers and principals, except as otherwise provided by law. (Ord. 670, 3-13-2007)

9-6-6: DISCHARGE PROHIBITIONS:

- A. ~~Prohibition Of~~ Illegal Discharges: No person shall discharge or cause to be discharged into the ~~municipal storm water conveyance system MS4, or a~~ watercourses, ~~or waters of the United States~~ any materials, including, but not limited to, pollutants and hazardous material or waters containing any pollutants, as described herein, that cause or contribute to a violation of applicable water quality standards, other than storm water.

The commencement, conduct or continuance of any illegal discharge to the ~~storm water conveyance system MS4, a watercourse, or waters of the United States~~ is prohibited except as ~~follows~~that the following discharges are exempt from discharge prohibitions established by this Chapter:

- ~~The following discharges are exempt from discharge prohibitions established by this chapter: w~~Water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, foundation or footing drains (not including active ground water dewatering systems), crawl space pumps, air conditioning

condensation, natural springs, noncommercial washing of vehicles, natural riparian habitat or wetland flows, swimming pools (if dechlorinated and in compliance with all federal and state requirements~~B typically less than 1 part per million chlorine~~), or firefighting activities, and any other source not containing pollutants or hazardous materials.

2. Discharges specified in writing by the ~~authorized~~ enforcement agency as being necessary to protect public health and safety.
3. Dye testing, so long as is an allowable discharge, but requires a verbal notification is provided to the ~~authorized~~ enforcement agency prior to the time of the test.
4. ~~The prohibition shall not apply to a~~Any non-storm-water discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under authority of the federal or state environmental protection agency with jurisdiction, provided ~~that~~ the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided ~~that~~ written approval has been granted for any discharge to the ~~storm water conveyance system~~MS4.

B. Prohibition ~~Of Against~~ Illegal Connections:

1. The construction, use, maintenance or continued existence of illegal connections to the ~~storm water conveyance system~~MS4 is prohibited.
2. ~~This~~The foregoing prohibition expressly includes, without limitation, illegal connections made in the past, regardless of whether the connection was permissible under the City Code, law, or practices applicable or prevailing at the time of connection.
3. A person is considered to be in violation of this ~~e~~Chapter if the person connects a line conveying sewage to the MS4, or allows such a connection to continue. (~~Ord. 670, 3-13-2007~~)

9-6-7: SUSPENSION OF MS4 ACCESS:

- A. Suspension Due ~~To~~ Illegal Discharges ~~in~~ Emergency Situations: The ~~e~~City of Elko may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or ~~threatened impending~~ discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4, a watercourse, or waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the ~~authorized~~ enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the United States, or to minimize danger to persons.
- B. Suspension Due ~~To~~ The Detection ~~Of~~ Illegal Discharge: Any person discharging to the MS4 in violation of this ~~e~~Chapter may have their MS4 access terminated if such termination would abate or reduce an illegal discharge. The authorized enforcement agency will notify a violator of the proposed termination of its MS4 access. The violator may ~~petition the authorized enforcement agency for a reconsideration and hearing~~appeal the decision following the process set forth in Section 9-6-14 below.

- C. A person commits an offense if the person reinstates by reinstating MS4 access to the premises terminated after access was terminated pursuant to this section, without the prior approval of the authorized enforcement agency. Violations are subject to enforcement pursuant to Section 9-6-13 below. (Ord. 670, 3-13-2007)

9-6-8: COMMERCIAL OR INDUSTRIAL ACTIVITY, INCLUDING OR CONSTRUCTION ACTIVITY:

Any person who discharges non-stormwater into the MS4, a watercourse, or waters of the United States shall comply with the applicable provisions of this Chapter 6. Any person who is subject to an industrial or construction activity NPDES storm-water discharge permit issued by any local, state, or federal entity shall comply with all provisions of such permit. Proof of compliance with said the permit may be required in a form acceptable to the eCity prior to allowing of discharges a discharge of any kind into the MS4. Land disturbance activities on a land parcel of six thousand (6,000) square feet to one acre not subject to NPDES construction permits are also included in this requirement. (Ord. 670, 3-13-2007)

9-6-9: MONITORING OF DISCHARGES:

- A. Applicability: This section applies to all facilities that have stormwater discharges associated with any commercial or industrial activity, including a construction activity.
1. This section applies to all facilities that have storm water discharges associated with industrial activity including construction activity.
- B. Access To Facilities:
1. The city of Elko or its designee shall be permitted The owner or operator of any facility shall permit the City to enter and inspect facilities subject to regulation under this eChapter as often as may be necessary to determine compliance with this eChapter to include disengaging security devices and notifying onsite personnel, such as security guards. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the authorized enforcement agency.
 2. A Facility owner or operators shall allow provide the eCity of Elko or its designee ready reasonable access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of maintained pursuant to an NPDES a permit to discharge storm-water, and the performance of any additional duties pertaining to discharges as defined by local, state, and federal law.
 3. The eCity of Elko or its designee shall have the right is authorized to set up install on any permitted facility such devices as are necessary in the opinion of the authorized enforcement agency City to conduct monitoring and/or sampling of the facility's storm-water discharge.
 4. The eCity of Elko or its designee has is authorized the right to require the discharger to install monitoring equipment as necessary to measure stormwater flow and quality. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper

operating condition by the discharger at its own expense. All devices used to measure storm water flow and quality shall be calibrated to ensure their accuracy.

5. Any ~~temporary or permanent obstruction~~impediment to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or ~~oral-verbal~~ request of the ~~eCity of Elko~~ and shall not be replaced until authorized by the City. The costs ~~of clearing such to remove such impediment to safe and easy~~ access shall be borne by the owner or operator.
6. ~~An Unreasonable delays in allowing providing the eCity of Elko or its designee access to a permitted facility is to investigate a potential violation of a storm-water discharge permit shall be a violation and of this eChapter. A person who is t~~The owner or operator of a facility ~~with an~~required to maintain an NPDES permit to discharge storm water associated with industrial activity ~~violates this Chapter commits an offense if the person denies the authorized enforcement agency by failing or refusing to provide the City~~ reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this ~~e~~Chapter.
7. If the ~~eCity of Elko or its designee has been is~~ refused access to any part of ~~the premises a facility from which storm water is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this chapter, or that and if the City determines it must there is a need to inspect and/or sample a discharge as part of a routine inspection and sampling program designed to verify compliance with this eChapter or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the authorized enforcement agency~~City may ~~seek issuance of apply for an administrative~~ search warrant from any court of competent jurisdiction. (~~Ord. 670, 3-13-2007~~)

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

~~All generators shall manage the discharge of waste in accordance with all federal, state, and local laws. The city of Elko requires the identification~~Generators shall also identify all waste to ensure compliance with applicable laws and shall use of best management practices (BMPs) for any activity, operation, or facility which may result in a discharge, or cause or contribute to pollution or contamination of storm water, the storm water conveyance system, or waters of the United States the MS4 or a watercourse, except as otherwise provided under federal, state, and local waste disposal laws. The city of Elko requires as a minimum theOperators shall use of its BMP manual to identify and utilize appropriate BMPs for all activities regulated by this Chapter. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm water conveyance system or water courses through the use of these structural or nonstructural BMPs. Further, any person responsible for a property or premises, which is, or may be, the source of an illegal discharge, may be required to implement, at said person's expense, additional structural and nonstructural BMPs to prevent the further discharge of pollutants to the MS4. A person who holds a valid permit authorizing the discharge of stormwater associated with an industrial activity or construction activity shall comply with the terms and conditions thereof. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be

~~deemed compliance with the provisions of this section. These BMPs for all activities regulated by this Chapter shall be part of included in a sStorm wWater pPollution pPrevention pPlan (SWPPP) as to the extent necessary for compliance to comply with the requirements of the an NPDES permit.~~

~~Whenever In the event the eCity of Elko findsdetermines that a person has not properly implemented the a storm water pollution prevention planSWPPP or that the storm water pollution prevention planSWPPP requires modification to prevent the discharge or possible discharge of pollutants into the storm water conveyance system or storm waterMS4 or a watercourse, the eCity of Elko may, at in its sole discretion, allow a time frameinstruct the person to correct the specified deficiencies not to exceed within ten (10) calendar days for the person to correct the identified deficiencies. (Ord. 670, 3-13-2007)~~

9-6-11: WATERCOURSE PROTECTION:

~~Every Any person owning who owns, occupies, or possesses property (to include a lessee) through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles materials or objects that may that would pollute, contaminate, or significantly retard restrict the flow of water through the watercourse. In addition, the owner, occupant, or lessee person in possession shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse. (Ord. 670, 3-13-2007)~~

9-6-12: NOTIFICATION OF SPILLS:

~~Notwithstanding other requirements of law, as soon as if any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of pertaining to any known or suspected release of materials which are resulting cause or may result in illegal discharges, or pollutants discharging into storm water, the storm water conveyance system, or water of the United States, said that person shall promptly take all reasonably necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials, said the person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of nonhazardous material, said the person shall notify the appropriate authorized eCity enforcement agency department or official either in person, or by telephone, or by facsimile or by electronic mail no later than the next business day. Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the eCity of Elko within three (3) business days of the in person or telephone ic notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years. The foregoing notification requirements are in addition to and not in lieu of any applicable notification requirements under federal and state law. The failure to provide notice as required in this section shall constitute a violation of this Chapter. (Ord. 670, 3-13-2007)~~

9-6-13: ENFORCEMENT:

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

~~1. The performance of monitoring, analyses, and reporting;~~

~~2. The elimination of illegal connections or discharges;~~

~~3. That violating discharges, practices, or operations shall cease and desist;~~

~~4. The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property; and~~

~~5. The implementation of source control or treatment BMPs.~~

~~B. Deadline: If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or contractor and the expense thereof shall be charged to the violator. (Ord. 670, 3-13-2007)~~

A. Notice of Violation: In the event the City determines that a person has violated a prohibition or failed to meet a requirement of this Chapter 6, the City may compel compliance by serving a written Notice of Violation or Stop Work Order upon the discharger or the discharger's agent or representative by personal service. A Notice of Violation issued under this section may require, without limitation:

1. The performance of monitoring, analyses, and reporting;

2. The elimination of illegal connections or discharges;

3. That discharges, practices, or operations causing nonpoint source pollution immediately cease and desist;

4. The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;

5. The payment of a fine established by this Chapter or by resolution of the City Council to cover administrative and remediation costs; and/or

6. Implementation of source control or treatment BMPs.

B. Stop Work Order: In the event an unlawful or unpermitted discharge threatens the MS4, waters of the United States or a watercourse, or endangers the health or safety of any person, the City shall issue a Stop Work Order to the discharger, which shall be served by personal service upon the discharger or the discharger's agent or representative. If the discharger fails to obey the Stop Work Order immediately, the City shall take such action as may be necessary to insure compliance with this Chapter 6, including, but not limited to, submitting a request for the arrest of the discharger by a peace officer and/or an order for the immediate cessation of the discharger's ability to discharge, to include the immediate stoppage of all work at a construction site or other development. A Stop Work Order issued pursuant to this section shall remain in

effect until the City determines that the respondent has completed all abatement, remediation, restoration activities and/or other requirements therein specified.

- C. Deadline: If abatement of a violation and/or restoration of affected property is required, the Notice of Violation shall set forth a deadline by which such remediation or restoration must be completed. Should the respondent fail to perform the remediation or restoration therein specified by the deadline, the work may be done by the City or a designated governmental agency or contractor and the expense thereof shall be charged to the respondent.
- D. Citations: The Environmental Enforcement Official or her or his designee shall have the authority to prepare, sign and serve written citations on persons accused of violating a provision of this Chapter where there is a criminal sanction. All citations so issued and served shall comply with the requirements of NRS 171.1773 and NRS 171.17751(5).
- E. Civil liability instead of criminal sanction: Any person who violates this Chapter may be subject to civil liability to the City in an amount not to exceed \$500 instead of a criminal sanction.
- F. Civil liability; notice of civil infraction: The Environmental Enforcement Official or her or his designee may issue a notice of civil infraction to any person who violates this Chapter. The notice of violation must be issued on a form containing the following information:

 - 1. The location where the violation occurred;
 - 2. The date and time of the violation;
 - 3. The signature of the Environmental Enforcement Official or other authorized person who issues the notice of civil infraction;
 - 4. The section of this code that allegedly is being violated;
 - 5. Information about the manner and time within which the notice of civil infraction must be answered;
 - 6. The amount of the civil fine; and
 - 7. Any other information relevant to the violation and applicable provisions of this Chapter.
- G. Civil liability; duties of respondent:

 - 1. A person who responds to a notice of civil infraction must either:

 - a. Admit the commission of the infraction and pay the appropriate civil fine; or
 - b. Deny liability for the infraction.
 - 2. A person may admit commission of the infraction by paying to the municipal court the civil fine shown on the notice of civil infraction.

3. A person who denies liability for the infraction must appear in person before the municipal court.
- H. Commencement of civil action; procedure: Judicial enforcement of a notice of civil infraction must be by way of a civil suit in the municipal court if a person denies liability. A civil action may be commenced by the filing of a complaint in the name of the City and the issuance of a summons with respect thereto, and service of such complaint and summons on the defendant must be made by certified mail, return receipt requested, addressed to the defendant at his/her last known address or in any other matter which is authorized by law. The proceedings in municipal court for actions commenced pursuant to this Chapter shall be governed by Rules 1 and 3 through 87 of the Justice Court Rules of Civil Procedure.
- I. Civil Fines: A respondent who commits a civil infraction under this Chapter shall subject to a civil fine in the amount of \$500.00 per infraction.

9-6-14: APPEAL OF NOTICE OF VIOLATION AND/OR STOP WORK ORDER:

- A. A Notice of Violation or Stop Work Order issued pursuant to this Chapter 6 shall include a written notice setting forth the respondent's appeal rights pursuant to this Section 9-6-14.
- B. ~~Any person receiving~~A respondent served with a ~~Notice of~~ Notice of Violation or Stop Work Order may, within fourteen (14) calendar days of service thereof, appeal the determination of the ~~authorized enforcement agency~~Enforcement Official to the City Manager by filing a "Notice of Appeal to the City Manager" with the City Clerk containing a statement of the basis for the appeal. The City Manager or the City Manager's designee shall schedule and conduct a hearing on the Notice of Violation or Stop Work Order within fourteen (14) calendar days thereafter, upon no less than seven (7) calendar days' advance notice to the respondent, unless otherwise agreed by the respondent and the City. At the hearing before the City Manager or the City Manager's designee, the respondent and the City shall each be given an opportunity to present arguments and evidence, to include witness testimony. The rules of evidence shall not apply. The City Manager or the City Manager's designee may terminate the hearing at a time determined in advance by the City Manager or the City Manager's designee, provided a reasonable time shall be given to permit the respondent and the City to present their respective arguments and evidence. The City Manager or City Manager's designee may terminate a hearing at any time upon a determination that the additional evidence and argument to be proffered by the respondent and the City will be duplicative or not relevant to the issues to be resolved. The City Manager or the City Manager's designee shall issue and serve a written decision upon the respondent with five (5) business days of the hearing. ~~The notice of appeal must be received within thirty (30) days from the date of the notice of violation. Hearing on appeal before the Elko city council shall take place within forty five (45) days from the date of receipt of the notice of appeal. The decision of the municipal authority or their designee shall be final. (Ord. 670, 3-13-2007)~~
- C. A respondent may, within fourteen (14) calendar days of service thereof, appeal the decision of the City Manager or the City Manager's designee to the City Council by filing a "Notice of Appeal to the City Council" with the City Clerk containing a statement of the basis for the appeal. The City Council shall, within forty-five (45) calendar days thereafter, conduct a hearing on the decision of the City Manager or City Manager's designee. At the hearing before the City Council,

the respondent and the City shall each be given an opportunity to present arguments and evidence, to include witness testimony. The rules of evidence shall not apply. The City Council may terminate the proceeding at a time determined in advance by the City Manager or the City Manager's designee, provided a reasonable time shall be given to permit the respondent and the City to present their respective arguments and evidence. The City Council may terminate a hearing at any time upon a determination that the additional evidence and argument to be proffered by the respondent and the City will be duplicative or not relevant to the issues to be resolved. The City Council shall render a decision at the hearing, to include a continuation thereof in the event the hearing is tabled.

- D. Service upon the respondent for purposes of this Section 9-6-14 shall mean service by certified mail, return receipt requested.
- E. A respondent to whom a Notice of Violation or Stop Work Order has been issued must comply with the requirements stated therein pending an appeal or appeals pursuant to this Section 9-6-14.
- F. The failure of a respondent to appeal a decision within the times required in this Section 9-6-14 shall result in the waiver of those appeal rights.
- G. The decision of the City Council at an appeal hearing pursuant to this Section 9-6-14 shall be final for purposes of judicial review. Any action for judicial review shall be commenced by filing a petition with the District Court for the Fourth Judicial District, in and for the County of Elko, State of Nevada, no more than thirty (30) calendar days from the date of the decision of the City Council at an appeal hearing pursuant to this Section 9-6-14.

9-6-15: INJUNCTIVE RELIEF:

~~It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter.~~ If a person has violated or continues to violate the provisions of this ~~e~~Chapter, the ~~authorized enforcement agency~~City may petition for a preliminary or permanent injunction restraining the person from activities which could create further violations or compelling the person to perform abatement or remediation of the violation. ~~(Ord. 670, 3-13-2007)~~

9-6-16: VIOLATIONS DEEMED A PUBLIC NUISANCE:

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this ~~e~~Chapter is hereby determined to be a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be abated pursuant to the provisions of Nevada Revised Statutes ~~e~~Chapter 268 or restored at the violator's expense, and/or civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken. The provisions of this Section 9-6-16 and the City Nuisance Code are in addition to and not in lieu of the other enforcement provisions set forth in this Chapter 6. ~~(Ord. 670, 3-13-2007)~~

9-6-17: CRIMINAL ~~PROSECUTION~~PENALTIES:

Any person ~~that who~~ has violated or continues to violate the requirements of this ~~e~~Chapter, to include any requirement set forth in a Notice of Violation or Stop Work Order issued under this Chapter, shall be

~~liable to criminal prosecution and shall be~~ subject to a criminal penalty of one thousand dollars (\$1,000.00) ~~per violation per day. Each day a person violates this Chapter or remains in violation of this Chapter shall be a separate violation.~~ In addition, any person ~~that who~~ has violated or continues to violate this ~~e~~Chapter may be subject to criminal prosecution under federal or state laws.

The ~~authorized enforcement agency~~City may recover all attorney fees, court costs and other expenses ~~associated with incurred in the~~ enforcement of this ~~e~~Chapter, including sampling and monitoring expenses. ~~(Ord. 670, 3-13-2007)~~

9-6-18: REMEDIES NOT EXCLUSIVE:

The remedies listed in this ~~e~~Chapter are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the authorized enforcement agency to seek cumulative remedies. ~~(Ord. 670, 3-13-2007)~~

9-6-19: STORMWATER MANAGEMENT UTILITY FEES:

To offset the cost of operating the City MS4, there is hereby established a Stormwater Management Utility Fee. The Stormwater Management Utility Fee shall be charged to each person who is provided water service by the City, shall be in addition to all other charges assessed under Title 9, Chapter 1 (Elko Water Code) and may be billed monthly. The ~~s~~Stormwater ~~m~~Management ~~u~~Utility ~~f~~Fee ~~for the billing period established by the city~~ shall be calculated on the basis of the sewer fixture unit (SFU) count of the water user's premises, as follows:

~~A. Stormwater Management Utility Fee:~~

- ~~1. A fee levied to cover the operation, maintenance and replacement of the city's stormwater conveyance system and to provide for the monitoring of stormwater quality.~~
- ~~2. Stormwater management utility fees shall be based upon the following sewer fixture units and shall be set by resolution:~~

Residential:		
50 SFU (minimum)		\$1.00
Commercial <u>or Industrial</u> :		
1 to 50 SFU (minimum)		1.00
51 to 500 SFU		0.02 per SFU
501 to 3,000 SFU		0.01 per SFU
3,001 or more		0.005 per SFU

~~(Ord. 716, 9-28-2010)~~

9-7-1: PURPOSE:

The purpose of this ~~Chapter~~ is to provide for the health, safety and general welfare of the ~~citizens residents of the City~~ through regulation of construction activities to manage and control pollution from construction sites ~~affecting the MS4, waters of the United States and watercourses. This Chapter establishes methods for controlling the introduction of pollutants into the MS4 to comply with the National Pollutant Discharge Elimination System (NPDES) permit process and to: .This chapter establishes methods for controlling pollution from construction sites in accordance with the national pollutant discharge elimination system (NPDES) permit process in order to:~~

- A. Provide for protection of storm-water, ground water, water bodies, watercourses, and wetlands pursuant to and consistent with the ~~Clean w~~Water ~~a~~Act, and ~~the~~ NPDES permit ~~granted-issued~~ to the ~~C~~City ~~of Elko,~~
- B. Manage and control the amount of pollutants in storm-water discharges ~~and into the municipal storm-sewer systems~~MS4, soil erosion, sediment discharge, ~~and~~ sediment on public roadways, and
- C. Ensure adequate drainage, storm-water management and soil conservation measures are utilized at ~~the site of construction activity~~sites. (Ord. 671, 4-10-2007)

9-7-2: DEFINITIONS:

~~For the purposes of this chapter, the following shall mean:~~As used in this Chapter, unless the context otherwise requires, the words and terms defined in this section shall have the following meanings ascribed to them:

~~AUTHORIZED ENFORCEMENT AGENCY: The director of the municipal agency designated to enforce this chapter or the director employees or the director designees.~~

BEST MANAGEMENT PRACTICES (BMPs): Schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to the MS4, a watercourse, or waters of the United States, to include storm water, receiving water, or storm-water conveyance systems; BMPs ~~and also~~ include treatment practices, operating procedures, and other practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage. BMPs may be structural or nonstructural.

CITY: The City of Elko, Nevada, to include its departments, agencies, officials and employees.

CLEAN WATER ACT: ~~The federal water pollution control act (33 USC 1251 et seq.), and any subsequent amendments thereto.~~ The Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub. L. 92-500, as amended Pub. L. 95-576, Pub. L. 96-483 and Pub. L. 97-117, 33 U.S.C. 1251 et seq.

CLEARING: Any activity which removes ~~the~~ vegetative cover.

CONSTRUCTION ACTIVITY: ~~Activities subject to NPDES construction permits issued by the state of Nevada. NPDES construction activities on one acre or more. Construction activities on land from six thousand (6,000) square feet to one acre not subject to NPDES construction permits are also included in this definition. Such activities include, but are not limited to, clearing and grubbing, grading, excavating and demolition. An activity subject to an NPDES construction permit issued by the state of Nevada. The term "construction activity" includes NPDES construction activities on one (1) acre or more or construction sites of any size located within one quarter (¼) mile of any waters of the United States as that term is defined by the Environmental Protection Agency and the Department of the Army. Such activities include, but are not limited to, clearing and grubbing, grading, excavating and demolition.~~

CONSTRUCTION SITE: Any ~~land where~~ parcel of land on which "construction activity", ~~as defined in this section,~~ is performed.

DISCHARGE: Any addition of a contaminant, pollutant or pollutants to the MS4, waters of the United States or a watercourse, including a "discharge of pollutant" as defined in 40 CFR § 122.2.

ENFORCEMENT OFFICIAL: The City of Elko Environmental Coordinator, City Code Enforcement Officer, or any other City of Elko employee designated to serve as an Enforcement Official by the City Council to enforce the provisions of this Chapter.

EROSION CONTROL: Any measure ~~that prevents~~ designed to prevent erosion.

GRADING: ~~Excavation or fill of material, including the resulting conditions thereof. The work of ensuring a level base, or one with a specified slope, for a construction work such as a foundation, the base course for a road or a railway, or landscape and garden improvements, or surface drainage. Grading may involve excavation, placement of fill material, or both.~~

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4): A collection of structures (retention basins, ditches, underground pipes, etc.) owned and operated by the City and not connected to the sanitary sewer system that is designed to gather stormwater and discharge it, without treatment, into local streams and rivers.

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT: A permit allowing the City to legally discharge stormwater into local streams and rivers through the municipal separate storm sewer system.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORM WATER DISCHARGE PERMIT: A permit issued by EPA (or by a state under authority delegated pursuant to 33 USC 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general areawide basis.

NON-STORM-WATER DISCHARGE: Any discharge to storm water conveyance system and/or storm water that is not composed entirely of storm water.

PERIMETER CONTROL: A barrier that prevents sediment from leaving a site either by filtering sediment-laden runoff, or diverting it to a sediment trap or basin.

PERSON: Any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or the owner's agent.

PHASING: Clearing a parcel of land in distinct phases, with stabilization of each phase before clearing the next phase.

POLLUTANT: Anything which causes or contributes to pollution either directly or indirectly. Pollutants may include, but are not limited to: sediment, petroleum products, paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordnances, and accumulations, so that the same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; site development of any kind; and noxious or offensive matter of any kind.

PREMISES: Any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips.

RESPONDENT: A person to whom a notice of violation, stop work order, citation or notice of civil infraction has been issued pursuant to this Chapter or a person who is formally accused by the City of violating this Chapter. The term "respondent" shall include any person defending a notice of violation, stop work order, citation, notice of civil infraction or complaint issued on the basis of a violation of this Chapter or who is otherwise subject to any punitive measure pursuant to this Chapter.

SEDIMENT CONTROL: Any measure that prevents sediment from leaving the site.

STABILIZATION: Any practice that prevents exposed soil from eroding.

START OF CONSTRUCTION: The first land disturbing activity associated with development, including land preparation, such as clearing, grading and filling, installation of streets and walkways, excavation for basements, footings, foundations, and erection of temporary forms.

STOP WORK ORDER: An order issued by the Enforcement Official which requires that all sources and/or causes of a non-stormwater discharge or polluted stormwater, to include all activities not permitted required under an approved Stormwater Pollution Prevention Plan on a site, be stopped.

STORM-WATER: Any surface flow runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

STORMWATER CONSTRUCTION GENERAL PERMIT: A permit issued by the Nevada Division of Environmental Protection for stormwater discharges associated with construction activity.

STORM WATER CONVEYANCE SYSTEM: Publicly owned facilities by which storm water is collected and/or conveyed, including, but not limited to, any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human made drainage channels, reservoirs, and any other drainage structures.

STORM WATER POLLUTION PREVENTION PLAN (SWPPP): A document, approved by federal, state, or local agencies in accordance with federal, state, or local law, which describes the best management practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to storm-water, storm water conveyance systems, and/or receiving waters to the maximum extent practicable and posted on-site.

WATERCOURSE: Any drainage or structure through which water may pass or drain and any body of water, including, but not limited to, lakes, ponds, rivers, streams, and bodies of water which have been delineated by federal, state, or local agencies in accordance with federal, state, or local law ~~the city of Elko~~. (Ord. 671, 4-10-2007)

In the event a term used in this Chapter is not defined in this Chapter, but is defined in another Chapter in this Title 9, the definition contained in the other Chapter shall apply.

9-7-3: APPLICABILITY:

This Chapter regulates all water discharged from construction sites. Included in these regulations are protections against ~~Off-site~~ impacts of erosion and sedimentation from ~~a~~ construction sites, including prohibitions against ~~are prohibited and~~ polluting substances such as construction materials and waste. This Chapter also contains or incorporates regulations requiring on-site containment ~~shall be contained on the site where such substances cannot drain to prevent drainage or be transported~~ transportation by storm water into the MS4, a watercourse, or waters of the United States or the storm water conveyance system. Best management practices ~~The regulations further require that BMPs shall be implemented for~~ at all construction sites. The performance standards set forth in the ~~City's of Elko~~ "Construction Site Best Management Practices Handbook" (the "BMP Manual") together with such addendum including addenda and updates, all of which are ~~on deposit in the office of the city of Elko~~ available for review and copying at the City offices, are hereby adopted by reference and incorporated herein ~~and made a part hereof as if set forth in full~~ for the purpose of establishing the appropriate BMPs and standards related thereto. (Ord. 671, 4-10-2007)

9-7-4: RESPONSIBILITY FOR ADMINISTRATION:

The city of Elko or its designee shall administer, implement, and enforce the provisions of this chapter. Any powers granted or duties imposed upon the authorized enforcement agency may be delegated in writing by the director of the authorized enforcement agency to persons or entities acting in the beneficial interest of or in the employ of the agency. (Ord. 671, 4-10-2007) ~~The City shall administer, implement, and enforce the provisions of this Chapter, to include delegating enforcement authority in a manner consistent herewith.~~

9-7-5: ULTIMATE RESPONSIBILITY:

The standards set forth herein and promulgated pursuant to this chapter are minimum standards; therefore this chapter does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants. (Ord. 671, 4-10-2007) ~~The standards set forth herein and promulgated pursuant to this Chapter are minimum standards; therefore, compliance with this Chapter does not ensure that there will be no contamination, pollution, or unauthorized discharge of pollutants. The prevention of contamination, pollution, or unauthorized~~

discharges of pollutants is the responsibility of each person subject to the applicable provisions of Title 9 of the City Code and federal and state law, and the holder of an NPDES permit or other permit pertaining to discharges. The acts and omissions of employees and agents in the course and scope of their employment or official duties shall be deemed the acts and omissions of their employers and principals, except as otherwise provided by law.

9-7-6: STORMWATER CONSTRUCTION GENERAL PERMIT; CONSTRUCTION SITE DISCHARGE REGULATIONS AND REQUIREMENTS:

- A. ~~Construction permit~~A valid Stormwater Construction General Permit issued by the City ~~submittal~~ is required ~~on for~~ for all projects that ~~may~~ require grading, site development, building, site drainage, or encroachment that will disturb an area of ~~six thousand (6,000) square feet~~ one (1) acre or more or projects of any size located with one quarter (1/4) mile of any designated waters of the United States as defined by the Environmental Protection Agency and Department of the Army or more (including public works projects).
- B. Prior to issuance of ~~an above referenced permit~~ a grading permit, the following must be submitted to the City Development Department for review:
1. Construction permit submittal checklist;
 2. Performance standards compliance checklist;
 3. Copy of ~~a~~ an ~~Notice of Intent~~ Notice of Intent (NOI) submitted to the Nevada Division of Environmental Protection;
 4. ~~Copy of signed confirmation letter~~ Proof of acceptance of the NOI by the Nevada Division of Environmental Protection; and
 5. Copy of the project SWPPP.
- C. ~~The installation and maintenance of storm water controls are to be in accordance with standards as set forth in the BMP manual or manufacturer's specifications. (Ord. 671, 4-10-2007)~~ The City will issue a grading permit to an applicant only upon approval by the City of the items set forth in Section 9-7-6(B), to include a SWPPP that satisfies all applicable federal, state and City requirements.
- D. The installation and maintenance of storm water controls shall comply with the City-approved SWPPP.
- E. A person commits a violation of this Chapter by permitting, authorizing, directing or engaging in a construction activity without a valid Stormwater Construction General Permit issued by the State, unless otherwise exempt pursuant to the City Code or federal or state law.

9-7-7: REQUIREMENT TO PREVENT, CONTROL, AND REDUCE STORM WATER POLLUTANTS BY THE USE OF BEST MANAGEMENT PRACTICES:

~~The city of Elko requires~~Any person who engages in or is responsible for a construction activity, to include grading on a construction site, shall identify and implement BMPs ~~the identification and use of best management practices (BMPs) for any activity, operation, or facility which may cause or contribute to pollution or contamination of storm water, the storm water conveyance system, or waters of the United States.~~ The city of Elko requires as a minimum the use of its ~~consistent with the standards set forth in the City~~ BMP manual to identify and utilize appropriate BMPs. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm water conveyance system or watercourses through the use of these structural or nonstructural BMPs. Further, ~~The City may require~~ any person engaged in or responsible for a property or premises, which is, or may be, the source of an illegal discharge, may be required ~~a construction activity~~ to implement, at said person's expense, additional structural and nonstructural BMPs to prevent the ~~further~~ discharge of pollutants ~~into the MS4, a watercourse, or waters of the United States.~~ Compliance with all terms and conditions of a valid NPDES permit ~~and/or Stormwater Construction General Permit~~ authorizing the discharge of storm water associated with ~~industrial construction activity, to the extent practicable, shall may, at the discretion of the City,~~ be deemed equivalent to compliance with the provisions of this section. ~~These BMPs shall be part of a storm water pollution prevention plan included in a (SWPPP) as necessary if the BMPs are required for compliance with requirements of the an~~ NPDES permit ~~and/or a Stormwater Construction General Permit.~~ (Ord. 671, 4-10-2007)

9-7-8: INSPECTION:

- A. ~~All construction sites which fall within this chapter shall be subject to the inspection provisions provided herein.~~ The City may inspect any location where a construction activity is occurring in accordance with the provisions of this Section 9-7-8.
- B. ~~The owner or occupant of any property where a construction activity is occurring shall permit the eCity of Elko or its designee shall be permitted to enter and inspect any construction site~~ the property to determine compliance with this Chapter and to take any enforcement action permitted under this Chapter.
- C. ~~Whenever the city of Elko or its designee~~In the event the City determines ~~finds~~ that a person holding a Stormwater Construction General Permit has not properly implemented ~~the an approved sStorm wWater pPollution pPrevention pPlan or that the sStorm wWater pPollution pPrevention pPlan~~ requires modification to prevent the discharge or possible discharge of pollutants to the ~~storm water conveyance system or storm water MS4, a watercourse, or waters of the United States,~~ the eCity of Elko or its designee may, at its sole discretion, allow a time ~~frame not~~ grant the person a period not to exceed ten (10) calendar days ~~for the person to correct the identified deficiencies.~~ If ~~an inspector~~the City determines ~~the installed storm water existing erosion, perimeter, or sediment controls are insufficient or place~~ placing the eCity of Elko at risk of violating its NPDES permit, the ~~City inspector~~ may order change to the storm water ~~order the person to remove, replace, or modify the controls.~~ If the change to the storm water controls is not acceptable or is not immediately implemented, enforcement action may be taken. ~~The failure of a person to comply with an order issued pursuant to the preceding sentence shall, without limitation, be a violation of this Chapter.~~

- D. ~~Emergency control measures~~A Stop Work Order may be ordered issued to a person engaged in or responsible for a construction activity when if the City determines that pollutants are actually leaving the site there is an unlawful or unpermitted discharge at the construction site.
- E. A complaint of any violation of this Chapter that is submitted to the City shall be promptly investigated ~~by inspection. (Ord. 671, 4-10-2007)~~

9-7-9: ENFORCEMENT:

- A. Notice ~~Of~~ Violation: ~~Whenever In the event the eCity of Elko or its designee finds~~determines that a person has violated a prohibition or failed to meet a requirement of this ~~eChapter, the authorized enforcement agency may order the City may compel~~ compliance by serving a written ~~n~~Notice of violation to upon the responsible persondischarger or the discharger's agent or representative by certified mail, return-receipt requested. A Notice of Violation issued under this section shall require that the violation(s) be corrected within no more than ten (10) calendar days. Such noticeA Notice of Violation issued under this section may require, without limitation:
 - 1. ~~That Violating discharges, practices, or operations~~the acts or omissions resulting in a discharge shall immediately cease-and-desist;
 - 2. ~~The A~~abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property; and
 - 3. ~~The P~~ayment of a fine established by this Chapter or by resolution of the City Council to cover administrative and remediation costs; and
 - 4. Implementation of source control or treatment BMPs.
- B. Stop Work Order: In the event an unlawful or unpermitted discharge from a construction activity threatens the MS4, waters of the United States or a watercourse, or endangers the health or safety of any person, the City shall issue a Stop Work Order to the discharger, which shall be served by personal service upon the discharger or the discharger's agent or representative. If the discharger fails to obey the Stop Work Order immediately, the City shall take such action as may be necessary to insure compliance with this Chapter, including, but not limited to, submitting a request for the arrest of the discharger by a peace officer and/or an order for the immediate cessation of the discharger's ability to discharge, to include the immediate stoppage of all work at a construction site. For purposes of this section, an unpermitted discharge shall include a discharge from a construction site that has not implemented the proper source control or treatment BMPs. A Stop Work Order issued pursuant to this section shall remain in effect until the City determines that the respondent has completed all abatement, remediation, restoration activities and/or other requirements therein specified.
- C. Deadline: If abatement of a violation and/or restoration of affected property is required, the ~~n~~Notice of Violation shall set forth a deadline within which such remediation or restoration must be completed. ~~Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental~~

agency or contractor and the expense thereof shall be charged to the violator. (Ord. 671, 4-10-2007) Should the respondent fail to perform the remediation or restoration therein specified by the deadline, the work may be done by the City or a designated governmental agency or contractor and the expense thereof shall be charged to the respondent.

D. Citations: The Environmental Enforcement Official or her or his designee shall have the authority to prepare, sign and serve written citations on persons accused of violating a provision of this Chapter where there is a criminal sanction. All citations so issued and served shall comply with the requirements of NRS 171.1773 and NRS 171.1775(5).

E. Civil liability instead of criminal sanction: Any person who violates this Chapter may be subject to civil liability to the City in an amount not to exceed \$500 instead of a criminal sanction.

F. Civil liability; notice of civil infraction: The Environmental Enforcement Official or her or his designee may issue a notice of civil infraction to any person who violates this Chapter. The notice of violation must be issued on a form containing the following information:

1. The location where the violation occurred;
2. The date and time of the violation;
3. The signature of the Environmental Enforcement Official or other authorized person who issues the notice of civil infraction;
4. The section of this code that allegedly is being violated;
5. Information about the manner and time within which the notice of civil infraction must be answered;
6. The amount of the civil fine; and
7. Any other information relevant to the violation and applicable provisions of this Chapter.

G. Civil liability; duties of respondent:

1. A person who responds to a notice of civil infraction must either:
 - a. Admit the commission of the infraction and pay the appropriate civil fine; or
 - b. Deny liability for the infraction.
2. A person may admit commission of the infraction by paying to the municipal court the civil fine shown on the notice of civil infraction.
3. A person who denies liability for the infraction must appear in person before the municipal court.

- H. Commencement of civil action; procedure: Judicial enforcement of a notice of civil infraction must be by way of a civil suit in the municipal court if a person denies liability. A civil action may be commenced by the filing of a complaint in the name of the City and the issuance of a summons with respect thereto, and service of such complaint and summons on the defendant must be made by certified mail, return receipt requested, addressed to the defendant at his/her last known address or in any other matter which is authorized by law. The proceedings in municipal court for actions commenced pursuant to this Chapter shall be governed by Rules 1 and 3 through 87 of the Justice Court Rules of Civil Procedure.
- I. Civil Fines: A respondent who commits a civil infraction under this Chapter shall subject to a civil fine in the amount of \$500.00 per infraction.
- J. Lien: The City shall have a lien pursuant to NRS 108.222 on any property upon which work is performed by the City or its contractor in correcting a violation of this Chapter pursuant to this Section 9-7-9. The lien shall be calculated, perfected and enforced in accordance with NRS 108.221, et seq. (Mechanics' and Materialmen's Liens).
- K. Withholding of Approvals: Should the City perform work on the installation, maintenance, or removal of stormwater control measures pursuant to this Section 9-7-9, the respondent shall reimburse the City the full amount of that expense prior to issuance of any permit, final approval or certificate of occupancy associated with property upon which the work is performed, and the City shall withhold all permits, final approvals and/or certificates of occupancy for the property or which have been requested by the respondent until the expense is fully reimbursed to the City.

9-7-10: APPEAL OF NOTICE OF VIOLATION AND/OR STOP WORK ORDER:

~~Any person receiving a notice of violation may appeal the determination of the authorized enforcement agency. The notice of appeal must be received within thirty (30) days from the date of the notice of violation. Hearing on appeal before the Elko city council shall take place within forty five (45) days from the date of receipt of the notice of appeal. The decision of the municipal authority or their designee shall be final. (Ord. 671, 4-10-2007)~~

- A. A Notice of Violation or Stop Work Order issued pursuant to this Chapter 7 shall include a written notice setting forth the respondent's appeal rights pursuant to this Section 9-7-10.
- B. A respondent served with a Notice of Violation or Stop Work Order may, within fourteen (14) calendar days of service thereof, appeal the determination of the Enforcement Official to the City Manager by filing a "Notice of Appeal to the City Manager" with the City Clerk containing a statement of the basis for the appeal. The City Manager or the City Manager's designee shall schedule and conduct a hearing on the Notice of Violation or Stop Work Order within fourteen (14) calendar days thereafter, upon no less than seven (7) calendar days' advance notice to the respondent, unless otherwise agreed by the respondent and the City. At the hearing before the City Manager or the City Manager's designee, the respondent and the City shall each be given an opportunity to present arguments and evidence, to include witness testimony. The rules of evidence shall not apply. The City Manager or the City Manager's designee may terminate the hearing at a time determined in advance by the City Manager or the City Manager's designee, provided a reasonable time shall be given to permit the respondent and the City to present their

respective arguments and evidence. The City Manager or City Manager's designee may terminate a hearing at any time upon a determination that the additional evidence and argument to be proffered by the respondent and the City will be duplicative or not relevant to the issues to be resolved. The City Manager or the City Manager's designee shall issue and serve a written decision upon the respondent with five (5) business days of the hearing.

- C. A respondent may, within fourteen (14) calendar days of service thereof, appeal the decision of the City Manager or the City Manager's designee to the City Council by filing a "Notice of Appeal to the City Council" with the City Clerk containing a statement of the basis for the appeal. The City Council shall, within forty-five (45) calendar days thereafter, conduct a hearing on the decision of the City Manager or City Manager's designee. At the hearing before the City Council, the respondent and the City shall each be given an opportunity to present arguments and evidence, to include witness testimony. The rules of evidence shall not apply. The City Council may terminate the proceeding at a time determined in advance by the City Manager or the City Manager's designee, provided a reasonable time shall be given to permit the respondent and the City to present their respective arguments and evidence. The City Council may terminate a hearing at any time upon a determination that the additional evidence and argument to be proffered by the respondent and the City will be duplicative or not relevant to the issues to be resolved. The City Council shall render a decision at the hearing, to include a continuation thereof in the event the hearing is tabled.
- D. Service upon the respondent for purposes of this Section 9-7-10 shall mean service by certified mail, return receipt requested.
- E. A respondent to whom a Notice of Violation or Stop Work Order has been issued must comply with the requirements stated therein pending an appeal or appeals pursuant to this Section 9-7-10.
- F. The failure of a respondent to appeal a decision within the times required in this Section 9-7-10 shall result in the waiver of those appeal rights.
- G. The decision of the City Council at an appeal hearing pursuant to this Section 9-7-10 shall be final for purposes of judicial review. Any action for judicial review shall be commenced by filing a petition with the District Court for the Fourth Judicial District, in and for the County of Elko, State of Nevada, no more than thirty (30) calendar days from the date of the decision of the City Council at an appeal hearing pursuant to this Section 9-7-10.

9-7-11: INJUNCTIVE RELIEF:

~~It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter.~~ If a person has violated or continues to violate the provisions of this ~~Chapter~~, the ~~authorized enforcement agency~~City may petition for a preliminary or permanent injunction restraining the person from activities which could create further violations or compelling the person to perform abatement or remediation of the violation. ~~(Ord. 671, 4-10-2007)~~

9-7-12: VIOLATIONS DEEMED A PUBLIC NUISANCE:

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this ~~e~~Chapter is hereby determined to be a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be abated pursuant to the provision of Nevada Revised Statutes ~~e~~Chapter 268 or restored at the violator's expense, and/or civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken. The provisions of this Section 9-7-12 and the City Nuisance Code are in addition to and not in lieu of the other enforcement provisions set forth in this Chapter. (Ord. 671, 4-10-2007)

9-7-13: CRIMINAL ~~PROSECUTION~~PENALTIES:

Any person ~~that who~~ has violated or continues to violate the requirements of this ~~e~~Chapter, to include any requirement set forth in a Notice of Violation or Stop Work Order issued under this Chapter shall be ~~liable to criminal prosecution to the fullest extent of the law, and shall be~~ subject to a criminal penalty of one thousand dollars (\$1,000.00) ~~per violation per day. Each day a person violates this Chapter or remains in violation of this Chapter shall be a separate violation.~~ In addition, any person ~~that who~~ has violated or continues to violate this ~~e~~Chapter may be subject to criminal prosecution under federal or state laws.

The ~~authorized enforcement agency~~City may recover all attorney fees, court costs and other expenses ~~associated with~~incurred in the enforcement of this ~~e~~Chapter, including sampling and monitoring expenses. ~~(Ord. 671, 4-10-2007)~~

9-7-14: REMEDIES NOT EXCLUSIVE:

The remedies listed in this ~~e~~Chapter are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the authorized enforcement agency to seek cumulative remedies. ~~(Ord. 671, 4-10-2007)~~

9-8-1: PURPOSE:

The purpose of this chapter is to establish minimum stormwater management requirements and controls to protect and safeguard the general health, safety, and welfare of the public residing in watersheds within this jurisdiction, and to protect nearby waterways by reducing the quantity of pollutants that stormwater picks up and carries into storm systems during storm events. This chapter seeks to meet that purpose through the following objectives:

- A. Minimize increases in stormwater runoff from any development in order to reduce flooding, siltation, increases in stream temperature, and stream bank erosion, and maintain the integrity of stream channels.
- B. Minimize increases in nonpoint source pollution caused by stormwater runoff from development that may cause or contribute to downstream violations of water quality standards of any pollutant of concern.
- C. Minimize the total annual volume of surface water runoff which flows from any specific site during and following development to not exceed the predevelopment hydrologic regime to the maximum extent practicable.
- D. Reduce stormwater runoff rates and volumes, soil erosion and nonpoint source pollution, wherever possible, through stormwater management controls and to ensure that these management controls are properly maintained and pose no threat to public safety.
- E. Control and minimize the above impacts through implementation of approved postconstruction stormwater quality management plans that place a strong emphasis on implementing low impact development (LID) principles and techniques that include, but are not limited to, disturbing only the smallest area necessary, minimizing soil compaction and imperviousness in drainage and recharge areas, preserving natural drainages, vegetation and buffer zones, and utilizing on site stormwater treatment techniques to the maximum extent practicable. (Ord. 776, 11-12-2013)

This Chapter implements the City's Post-Construction Stormwater Management BMP Program for new development and significant redevelopment (NDSR) projects as described in the City of Elko Stormwater Management Plan; Best Management Practices Manual, NPDES Post-Construction Stormwater Controls for New Development and Significant Re-Development Projects, City of Elko, Nevada and any subsequent revisions that are adopted by resolution of the City Council (the "BMP Manual"); and National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (Permit No. NVS040000 as of the date of enactment of this Ordinance). This Chapter furthers the City's goals of preventing downstream violations of water quality standards by pollutants of concern to the maximum extent practicable caused or contributed to by stormwater discharges from post-construction projects, and promoting the improvement of ambient water quality by reducing the discharge of pollutants in stormwater.

9-8-2: DEFINITIONS:

For the purposes of this chapter, the following shall mean: As used in this Chapter, unless the context otherwise requires, the words and terms defined in this section shall have the following meanings ascribed to them:

ACCELERATED EROSION: Erosion caused by development activities that exceeds the natural processes by which the surface of the land is worn away by the action of water, wind, or chemical action.

APPLICANT: A ~~property owner or agent of a property owner~~ person who has filed an NDSR application for a stormwater management permit.

BEST MANAGEMENT PRACTICES (BMPs): "Best management practices" as it pertains to stormwater management in this chapter. More specifically, "BMP" refers to the document "Best Management Practices Manual, NPDES Post-Construction Stormwater Controls", Klienfelder Consultants, 2012. Schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to the MS4, a watercourse or waters of the United States, to include stormwater, receiving water, or stormwater conveyance systems. BMPs include treatment practices, operating procedures, and other practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage. BMPs may be structural or nonstructural.

BMP OWNER: Any person, such as a property owner or developer, who seeks to own, operate, conduct, develop or maintain a Project.

CHANNEL: A natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.

CITY: The City of Elko, Nevada, to include its departments, agencies, officials and employees.

CLEAN WATER ACT: The Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub. L. 92-500, as amended Pub. L. 95-576, Pub. L. 96-483 and Pub. L. 97-117, 33 U.S.C. 1251 et seq.

DEDICATION: The deliberate appropriation of property by its owner for general public use. The appropriation of land, or an easement or other interest therein, by the owner, for the use of the public, and accepted for such use by or on behalf of the public.

DETENTION: The temporary storage of storm runoff ~~in as part of~~ a stormwater management practice with the goals of controlling peak discharge rates and providing gravity settling of pollutants.

DETENTION FACILITY: A detention basin or alternative structure designed for the purpose of temporary storage of stream flow or surface runoff and gradual release of stored water at controlled rates.

DEVELOPER: A person who undertakes land disturbance activities.

DEVELOPMENT: Any disturbance of land including clearing, grubbing, or grading in addition to the construction of facilities. "Development" does not include "construction activities" as that term is defined in Elko City Code Section 9-7-2, tenant improvements, or other similar building improvements not involving site work.

DEVELOPMENT DEPARTMENT: The City of Elko Development Department or any other City of Elko department appointed to implement and/or enforce the provisions of this Chapter.

DISCHARGE: Any addition of a contaminant, pollutant or pollutants to the MS4, waters of the United States or a watercourse, including a "discharge of pollutant" as defined in 40 CFR § 122.2.

DRAINAGE EASEMENT: A legal right granted by a landowner to a grantee allowing the use of private land for stormwater management purposes. The right to use the land of another for the removal or conveyance of stormwater.

ENFORCEMENT OFFICIAL: The City of Elko Environmental Coordinator, City Code Enforcement Officer, or any other City of Elko employee appointed to serve as an Enforcement Official by the City Council to enforce the provisions of this Chapter.

EROSION AND SEDIMENT CONTROL PLAN: A plan designed to minimize accelerated erosion and sediment runoff at a site during construction activities development.

EROSION CONTROL: Any measure that designed to prevent erosion.

FACILITY: A Stormwater Facility, On Site Facility or Off Site Facility.

HYDROLOGIC SOIL GROUP (HSG): A natural resource conservation service (USDA-NRCS) classification system in which soils are categorized into four (4) runoff potential groups. The groups range from "A" soils, with high permeability and little runoff production, to "D" soils, which have low permeability rates and produce much more runoff.

IMPERVIOUS COVER: Those surfaces that cannot effectively infiltrate rainfall (e.g., building rooftops, pavement, sidewalks, driveways, etc.).

INDUSTRIAL STORMWATER PERMIT: A n~~N~~ational p~~P~~ollutant d~~D~~ischarge e~~E~~limination s~~S~~ystem (NPDES) permit issued to a commercial industry or group of industries which regulates the pollutant levels associated with industrial stormwater discharges or specifies on site pollution control strategies.

INFILTRATION: The process of percolating stormwater into the subsoil.

JURISDICTIONAL WETLAND: An area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

LAND DISTURBANCE ACTIVITY: Any activity that increases the volume or peak flow discharge rate of rainfall runoff from the land surface. This may include grading, grubbing, digging, cutting, scraping, or excavating the soil; also included within the definition of "land disturbance activity" are

compaction, placement of fill materials, paving, construction, substantial removal of vegetation, or any activity which bares soil or rock or involves the diversion or piping of any natural or manmade watercourse.

LANDOWNER: ~~The legal or beneficial owner of land, including those holding the right to purchase or lease the land, or any other person holding proprietary rights in the land. One who is recognized and held responsible by the law as the owner of real property.~~

LOW IMPACT DEVELOPMENT (LID): ~~LID features are considered public domain treatment controls. LID is an approach to land development or redevelopment that works to manage stormwater close to its source. LID employs principles and techniques used in designing sites (starting from site layout, and grading and compaction phases of construction) that disturb only the smallest area necessary, minimize soil compaction and imperviousness, preserve natural drainages, vegetation and buffer zones, and utilize on-site stormwater treatment techniques. LID sites reduce and compensate for a development's impact(s) on hydrology and water quality. Rather than conventional hardpiping from impervious surfaces, implementing LID principles and practices, stormwater can be managed in a way that reduces the impact of built-up areas and promotes the natural movement of stormwater within an ecosystem or watershed. Applied on a broad scale, LID can support and promote a watershed's hydrologic and ecological functions.~~

MAINTENANCE AGREEMENT: ~~A legally recorded document that acts as a property deed restriction, and which provides for long term maintenance of stormwater management practices.~~

MAXIMUM EXTENT PRACTICABLE (MEP): ~~Refers to the technology-based discharge standard for MS4s to reduce pollutants in stormwater discharges established by CWA § 402(p).~~

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4): ~~A collection of structures (retention basins, ditches, underground pipes, etc.) owned and operated by the City and not connected to the sanitary sewer system that is designed to gather stormwater and discharge it, without treatment, into local streams and rivers.~~

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORM WATER DISCHARGE PERMIT: ~~A permit issued by EPA (or by a state under authority delegated pursuant to 33 USC 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general areawide basis.~~

NDSR APPLICATION: ~~A document submitted to the City requesting permission to engage in an NDSR, subject to approval of a PSQMP and execution of an O&M Contract. Approval of the NDSR Application, without more, does not constitute approval by the City to engage in an NDSR.~~

NEW DEVELOPMENT OR SIGNIFICANT REDEVELOPMENT (NDSR): ~~Land-disturbing activities, structural development, redevelopment and/or creation of impervious surfaces on a site, whether or not the site was previously developed.~~

NONPOINT SOURCE POLLUTION: ~~Pollution from any source other than from any discernible, confined, or discrete conveyance, and shall include, but not be limited to, pollutants from agriculture, silviculture, mining, construction, subsurface disposal, and urban runoff sources. A source of waterborne sediments, nutrients or organic and toxic substances originating from~~

activities involving the use of land, such as agriculture, mining, forestry, urban development or construction. The term does not include a discharge at a specific, single location such as a pipe.

NONSTRUCTURAL BMP: Refers to techniques that aim to change human behavior to reduce the amount of pollutants that enter stormwater systems (pollution prevention). Nonstructural measures may include minimization and/or disconnection of impervious surfaces, development design that reduces the rate and volume of runoff, public outreach and education, and/or restoration or enhancement of natural areas. A list of nonstructural BMPs is shown in Table 6-1 of the BMP Manual.

OFF-SITE FACILITY: A stormwater management measure located outside the subject property boundary and described in the ~~permit~~-application submittal for land development activity.

ON-SITE FACILITY: A stormwater management measure located within the subject property boundary and described in the ~~permit~~-application submittal for land development activity.

OPERATIONS AND MAINTENANCE (O&M) CONTRACT: A recorded legally-binding agreement between the City and a BMP Owner that acts as a property deed restriction, and which provides for long term maintenance of stormwater management practices. The O&M Contract serves to document the agreed upon maintenance schedule and commitment by the BMP Owner to perform maintenance.

PERMIT: The current National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges from Small Municipal Separate Storm Sewer Systems, (Permit No. NVS040000 at the time of enactment of this Ordinance), issued to the City of Elko and other public entities.

PERSON: Any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or the owner's agent.

POSTCONSTRUCTION STORMWATER: A term used to distinguish stormwater practices used during site construction (otherwise known as "construction stormwater" or "erosion and sediment control") from those that are used on a permanent basis to control runoff once construction is complete and a Notice of Termination has been approved by the Nevada Division of Environmental Protection (NDEP).

POSTCONSTRUCTION STORMWATER QUALITY MANAGEMENT PLAN (PSQMP): A document which describes the BMPs and activities to be implemented by a person or business at a development to preserve the integrity of the MS4, waters of the United States and watercourses, including maintenance and protection of the physical, biological, and chemical qualities of watercourses; to prevent an increase in the rate of stormwater runoff; to minimize any increase in stormwater runoff volume; to minimize impervious (i.e. paved) areas; to maximize the protection of existing drainage features and existing vegetation; to minimize land clearing and grading; to minimize soil compaction; and to use other structural or nonstructural BMPs that prevent or minimize changes in stormwater runoff. As used in this Chapter, a PSQMP shall be equivalent to and shall meet the requirements applicable to an "operations and maintenance plan" as that term is used in the BMP Manual.

PROJECT: An NDSR or any "project" listed in Subsection 3.2.1 (Project Applicability) (together with any amendments thereto) of the BMP Manual.

RECHARGE: ~~The replenishment of underground water reserves.~~ A hydrologic process where water moves downward from surface water to groundwater.

REDEVELOPMENT: Development, rehabilitation, expansion, ~~or demolition of phased projects~~ that disturbs the ground surface or increases the impervious area on a previously developed ~~or disturbed sites in areas where existing land use is high density commercial, industrial, institutional or multi-family residential.~~

RESPONDENT: A person to whom a notice of violation, citation or notice of civil infraction has been issued pursuant to this chapter or a person who is formally accused by the City of violating this chapter. The term "respondent" shall include any person defending a notice of violation, citation, notice of civil infraction or complaint issued on the basis of a violation of this chapter or who is otherwise subject to any punitive measure pursuant to this chapter.

REVEGETATION: The recreation of plant communities that cannot be easily distinguished from the healthy native plant communities surrounding them or in their general proximity.

SOURCE CONTROL: Techniques that aim to reduce the quantity and improve the quality of stormwater at or near its source by using infrastructure, natural physical resources or changes in practices

STOP WORK ORDER: ~~An order issued by the city or its designee which requires that all construction activity on a site be stopped.~~

STORMWATER: Any surface flow runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

STORMWATER BMP: A generic term used interchangeably with "stormwater practice" or "stormwater treatment practice." Stormwater BMPs can be either "structural" or "nonstructural."

STORMWATER CONVEYANCE SYSTEM: Publicly owned facilities by which stormwater is collected and/or conveyed, including, but not limited to, any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, ~~pumping facilities, retention and detention basins,~~ natural and human-made drainage channels, reservoirs, and any other drainage structures.

STORMWATER MANAGEMENT: The use of structural or nonstructural practices that are designed to reduce stormwater runoff pollutant loads, discharge volumes, peak flow discharge rates and detrimental changes in stream temperature that affect water quality and habitat.

STORMWATER MANAGEMENT PROGRAM (SWMP): A comprehensive program to manage the quality of stormwater discharged from the MS4.

~~STORMWATER POLLUTION PREVENTION PLAN (SWPPP): A document which describes the best management practices (BMPs) and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant~~

~~discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.~~

~~STORMWATER QUALITY MANAGEMENT PLAN: The documentation of the basis for design, construction, operation and maintenance of stormwater management facilities proposed in accordance with this chapter (see section 9-8-8 of this chapter).~~

~~STORMWATER RUNOFF: Flow of water resulting from precipitation on the surface of the ground.~~

~~STORMWATER TREATMENT DEVICE: An invention, contrivance or machine designed to capture pollutants and contaminants from surface water runoff before they reach the MS4, waters of the United States, a watercourse or a body of water.~~

~~STRUCTURAL BMPs OR STRUCTURAL TREATMENT CONTROLS: Public domain treatment controls or manufactured (proprietary) treatment controls. Public domain treatment controls are those that can be designed by an engineer and have been implemented and tested by numerous communities through the nation. Manufactured (proprietary) treatment controls are patented devices that have been engineered and constructed by private companies. In either case, engineering plans must be developed. A list of structural BMPs is shown in Table 7-1 of the BMP Manual (together with any amendments thereto). A list of manufactured (proprietary) treatment controls is shown in Table 8-1 of the BMP Manual (together with any amendments thereto).~~

~~WATER QUALITY VOLUME (WQ_v): The storage needed to capture and treat ninety percent (90%) of the average annual stormwater runoff volume. Numerically, WQ_v will vary as a function of long term rainfall statistical data.~~

~~WATERCOURSE: A permanent or intermittent stream or other body of water, either natural or humanmade, which gathers or carries surface water. (Ord. 776, 11-12-2013) Any drainage or structure through which water may pass or drain and any body of water, including, but not limited to, lakes, ponds, rivers, streams, and bodies of water which have been delineated by federal, state, or local agencies in accordance with federal, state, or local laws.~~

~~In the event a term used in this Chapter is not defined in this Chapter, but is defined in another Chapter in this Title 9, the definition contained in the other Chapter shall apply.~~

9-8-3: APPLICABILITY:

~~This chapter shall be applicable to approved postconstruction stormwater quality management plans and stormwater treatment devices. Access and maintenance agreements are required for the following development activities unless waived according to the terms outlined in section 9-8-7, "Waivers To Applicability", of this chapter:~~

~~A. Any new or significant redevelopment involving the following:~~

~~1. Building permits, conditional use permits, or site plan reviews that would create new industrial, commercial, or civic structures;~~

~~2. Subdivisions five (5) acres or greater in size;~~

- ~~3. Any new development that would specifically enable outdoor material storage; outdoor material loading/unloading; fueling areas; outdoor work, maintenance and wash areas; spill prevention, containment and cleanup; waste handling and disposal uses; any industrial use/automotive repair shop that has been assigned a standard industrial classification (SIC) code of 5013, 7532, 7533, 7534, 7537, 7538, and 7539;~~
- ~~4. Grading and site permits involving one or more acres of land except for individual single-family homes which are not subject to city of Elko hillside development regulations, section 3-2-28 of this code;~~
- ~~5. Development activities defined in subsections A2 and A3 of this section that are smaller than one acre if such activities are part of a larger common plan or development, even though multiple separate and distinct land development activities may take place at different times on different schedules; or~~
- ~~6. Development that will include constructed open channels and local or regional detention basins for flood management.~~

~~In addition, all plans must be reviewed by the city of Elko to protect established water quality standards after development of the site and to ensure that postconstruction runoff levels are consistent with local and regional watershed plans. The city of Elko shall not approve plans that fail to comply with this chapter or any applicable watershed plans.~~

- ~~B. Complete applications for applicable development permits and entitlements that have been submitted before the effective date hereof are exempt from the requirements of this section.~~
- ~~C. Permits and other approvals that were issued by the city of Elko before the effective date of this section shall not be subject to this section as long as the accompanying permit is valid. (Ord. 776, 11-12-2013)~~

This Chapter applies to all Projects during planning, design and/or construction.

9-8-4: RESPONSIBILITY FOR ADMINISTRATION AND COMPLIANCE:

~~The city of Elko shall administer and enforce the provisions of this chapter. (Ord. 776, 11-12-2013)~~

The Development Department shall implement and enforce this Chapter through the Development Application and PSQMP review processes, the enforcement provisions of this Chapter and an Operations and Maintenance (O&M) Contract. Projects that do not satisfy the requirements of this Chapter (including those portions of the SWMP, BMP Manual and Permit that are incorporated herein by reference), will not receive approval by the Development Department and may not commence or proceed. Development Department approval of the PSQMP is required for final approval by the City.

This Chapter incorporates portions of the SWMP, BMP Manual and Permit by reference. These documents are available for inspection and copying during normal business hours at the office of the City of Elko Environmental Coordinator, 1751 College Avenue, Elko, Nevada. References to the BMP

Manual and Permit shall include any subsequent amendments thereto, to include renumbered or retitled provisions containing the applicable substantive requirements.

The standards set forth herein and promulgated pursuant to this Chapter are minimum standards; therefore, compliance with this Chapter does not ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants. The prevention of contamination, pollution, or unauthorized discharges of pollutants is the responsibility of each person subject to the applicable provisions of Title 9 of the City Code, federal and state law, and the holder of an NPDES permit or other permit pertaining to discharges. The acts and omissions of employees and agents in the course and scope of their employment or official duties shall be deemed the acts and omissions of their employers and principals, except as otherwise provided by law.

9-8-5: PERMIT PROCEDURES AND REQUIREMENTS**NDSR APPLICATION, POSTCONSTRUCTION STORMWATER QUALITY MANAGEMENT PLAN (PSQMP) REVIEW AND O&M CONTRACT:**

- A. ~~Permit Required: No landowner or land operator shall receive any of the building, grading or other land development permits required for land disturbance activities without first meeting the requirements of this chapter prior to commencing the proposed activity.~~ Project Requirements: No Project subject to this Chapter, the BMP Manual or the Permit shall commence or continue unless:

1. A properly completed NDSR Application has been approved by the Development Department;
2. A PSQMP has been (a) determined to satisfy the requirements of this Chapter, (b) approved by the Development Department and (c) recorded with the Elko County Recorder; and
3. An O&M Contract has been (a) executed by the BMP Owner and the City and (b) recorded with the Elko County Recorder.

B. ~~Development Application: Any person submitting any form of application under this section for development of property to the city of Elko for approval shall concurrently submit to the city of Elko a postconstruction stormwater management plan as a part of the application.~~ NDSR Application: The NDSR Application shall be submitted on a form provided by the City and shall contain the following information:

1. The name, address, telephone number and email address of the BMP Owner.
2. A detailed description of the Project of the potential impacts that the NDSR will have on the City, specifically related to stormwater quantity and quality, including supporting documentation and all information needed to complete the forms in the Appendix of the BMP Manual.

- C. ~~Grading Permit Application Requirements: Unless specifically excepted by this chapter, any land owner or operator desiring a permit for a land disturbance activity shall submit to the city of Elko a grading permit application meeting the terms of section 9-8-3, "Applicability", of this chapter which application must be accompanied by the following documents:~~

- ~~1. A postconstruction stormwater quality management plan demonstrating that the project will meet the requirements of section 9-8-6 of this chapter.~~
- ~~2. Project plans showing a sufficient level of detail to demonstrate that the project meets all applicable city of Elko requirements.~~
- ~~3. A postconstruction stormwater quality management plan demonstrating that the project will meet the requirements of section 9-8-8 of this chapter.~~
- ~~4. A stormwater treatment device access and maintenance agreement which meets the requirements of section 9-8-10 of this chapter.~~

~~Permits issued under this section shall be valid from the date of issuance through the date the city of Elko notifies the permit holder that all stormwater management practices have passed the final inspection required under the permit or associated development approvals expire, whichever occurs first. (Ord. 776, 11-12-2013)~~

C. PSQMP: The PSQMP shall be written by a design engineer or plan designer and contain the following:

1. Identification of:
 - (a) The BMP Owner(s);
 - (b) The parties or parties responsible for operation and maintenance of the BMPs; and
 - (c) Source(s) of funding for continued operation and maintenance of the BMP(s).
2. A schedule for BMP implementation, maintenance and monitoring consistent with the requirements and guidelines set forth in the SWMP, the BMP Manual (to include, without limitation, Subsection 3.2.6) and the Permit (together with any amendments to the applicable provisions in either document).
3. A description of the Stormwater Facility and its components, inspection priorities, an inspection schedule for each component, a description of routine and infrequent maintenance tasks, and a schematic for each BMP consistent with the requirements and guidelines set forth in the BMP Manual.
4. The planning and design principles described in Section 4 of the BMP Manual.
5. Any further actions required by the City to bring BMPs into compliance with applicable standards.
6. As-built plans for any Stormwater Facilities located on-site after final construction is completed.
7. The elements described in Subpart VI.E. of the Permit (together with any amendments thereto).

D. O&M Contract Elements: The O&M Contract shall contain the following elements:

1. The contract document signed by the BMP Owner and the City containing the terms and conditions set forth in this section;
2. The PSQMP; and
3. A drawing of easements on a system location map with sufficient detail and accuracy to enable the City or the BMP Owner to locate the BMPs.

E. O&M Contract Terms and Conditions: The O&M Contract shall contain the following terms and conditions:

1. The BMP Owner shall (a) provide for adequate long-term maintenance and continuation of the stormwater control measures (including the BMPs and/or Stormwater Facility) described in the PSQMP and shown on an attached location map, deed of easement or drawing, and (b) ensure that the BMPs and/or Stormwater Facility are and remain in proper working condition in accordance with the SWMP, approved design standards, rules and regulations, and applicable laws.
2. The BMP Owner shall inspect and perform preventative maintenance activities at intervals described in the inspection schedule included in the O&M Contract and/or PSQMP, together with ongoing and regular landscaping and trash removal as needed.
3. The BMP Owner shall submit an annual report to the City according to a schedule established by the City in the O&M Contract. The report shall include the PSQMP (together with any amendments or revisions thereto) documenting the inspection schedule; times of inspection; remedial actions taken to repair, modify or reconstruct the BMPs and/or Stormwater Facility; the state of control measures; and notification of any planned change in the responsibility for the BMPs and/or Stormwater Facility.
4. The BMP Owner shall grant to the City or its agent or contractor the right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the BMPs and/or Stormwater Facility.
5. The BMP Owner shall grant to the City the necessary easements and rights-of-way to maintain perpetual access from public rights-of-way to the BMPs and/or Stormwater Facility by the City or its agent or contractor.
6. If, upon inspection, the City finds that the BMP Owner has failed to properly maintain the BMPs and/or Stormwater Facility, the City may order the work performed within thirty (30) days. In the event the work is not performed within the specified time, the BMP Owner agrees to allow the City to enter the property and take whatever steps it reasonably deems necessary to maintain the BMPs and/or Stormwater Facility. This provision shall not be construed to allow the City to erect any structure of a permanent nature on land owned by the BMP Owner without first obtaining the BMP Owner's written approval.

7. The City is not required to maintain or repair the BMPs and/or Stormwater Facility. The BMP Owner shall reimburse the City upon demand for its costs incurred in the maintenance of the BMPs and/or Stormwater Facility.
8. If the BMP Owner fails to pay the City for the above costs within fourteen (14) calendar days of receipt of written demand therefor, the BMP Owner authorizes the City to recover the cost from the BMP Owner through appropriate legal action and the BMP Owner will be liable for the reasonable expenses of collection, court costs and attorney fees.
9. The BMP Owner and its heirs, administrators, executors, assigns and successors in interest shall defend, indemnify and hold harmless the City and its officers, agents and employees from and against any and all damages, accidents, casualties, occurrences, claims, suits, actions, costs or attorney's fees which might arise or be asserted, in whole or in part, against the City from the construction, presence, existence or maintenance of the BMPs and/or Stormwater Facilities subject to the O&M Contract. In the event a claim is asserted against the City, its officers, agents or employees, the City shall notify the BMP Owner and the BMP Owner shall indemnify and defend at the BMP Owner's expense any suit based on the claim. If any judgment or claim against the City, its officers, agents or employees is allowed, the BMP Owner will pay all costs and expenses in connection therewith. The City will not indemnify, defend or hold harmless the BMP Owner from any claims arising from any failure of a BMP and/or Stormwater Facility, regardless of any language in any document the BMP Owner may prepare or provide.
10. The BMP Owner shall not transfer, assign or modify its responsibilities with respect to the O&M Contract without the City's prior written consent.
11. No waiver of any provision of the O&M Contract shall affect the right of any party to thereafter enforce such a provision or to exercise any right or remedy available.
12. The BMP Owner shall record a map showing and accurately defining the easements for BMPs and/or Stormwater Facilities. The map must (a) reference the County Recorder's book and page numbers where the O&M Contract and its attachments are recorded and (b) contain a note stating that the BMP Owner is responsible for maintaining the BMPs and/or Stormwater Facilities.
13. The BMP Owner shall record the O&M Contract (including attachments) with the Elko County Recorder and the O&M Contract (including attachments) shall constitute a covenant running with the land and shall be binding upon the BMP Owner and the BMP Owner's heirs, administrators, executors, assigns and successors in interest.

9-8-6: ~~STANDARDS~~ PUBLIC WORKS PROJECTS:

- ~~A. Postconstruction Stormwater Quality Management Plan: The postconstruction stormwater quality management plan required in section 9-8-8 of this chapter shall be prepared by a licensed professional civil engineer (PE), registered in the state of Nevada, and shall be prepared in accordance with the publication: "Best Management Practices Manual, NPDES Post-Construction Stormwater Controls", Klienfelder Consultants, 2012, and shall satisfy the~~

~~requirements of section 9-8-10 of this chapter. The performance standards are set forth in the "City Of Elko Construction Site Best Management Practices Handbook" together with any addenda, all of which are available for review at the office of the city clerk, and which are adopted by this reference and incorporated herein and made part hereof as if set forth in full. (Ord. 776, 11-12-2013)~~

In the event a Project subject to this Chapter is a public works project pursuant to NRS Chapter 338, in addition to the other requirements of this Chapter, the Enforcement Official or her or his designee may inspect the Project periodically throughout the course of the work thereon to verify compliance with this Chapter, the PSQMP and O&M Contract. The results of all such inspections shall be reported to the City of Elko Public Works Department and City Manager. The remedies provided under this Chapter or an O&M Contract shall be in addition to any remedies provided under a public works contract.

9-8-7: WAIVERS TO APPLICABILITY:

~~Every applicant for a permit to conduct a land disturbance activity shall perform all acts, to the maximum extent practicable, needed to provide stormwater management as required by this chapter, unless a written request to waive a given requirement is granted by the city of Elko at its discretion.~~

~~A. The minimum requirements for postconstruction stormwater management may be waived in whole or in part only if at least one of the following circumstances exists:~~

~~1. The proposed development is not likely to impair attainment of the objectives of this chapter.~~

~~2. Alternative minimum requirements for on-site management of stormwater discharges have been established in a stormwater management plan that has been approved by the city of Elko and the implementation of the plan by the applicant is required by local ordinance.~~

~~3. Provision is made to manage stormwater by an off-site facility. The off-site facility is required to be in place, and is designed and adequately sized to provide a level of stormwater control that is equal to or greater than that which would be afforded by on-site practices, and there is a legally obligated entity responsible for long-term operation and maintenance of the stormwater practice.~~

~~4. The city of Elko finds that meeting the minimum on-site management requirements is not feasible due to the natural or existing physical characteristics of a site and the development will not negatively impact existing public infrastructure.~~

~~5. Nonstructural practices will be used on sites that reduce:~~

~~a. The generation of stormwater from the site;~~

~~b. The size and cost of stormwater storage; and~~

~~c. The pollutants generated at the site.~~

~~B. In instances where one of the above conditions applies, the city of Elko may grant a waiver, at its discretion, from strict compliance with these stormwater management requirements, as long as acceptable mitigation measures are provided. However, to be eligible for a waiver, the applicant must demonstrate to the satisfaction of the city of Elko that the waiver will not result in any of the following impacts to downstream waterways:~~

- ~~1. Deterioration of existing culverts, bridges, dams, or other structures;~~
- ~~2. Degradation of biological functions or habitat;~~
- ~~3. Accelerated stream bank or streambed erosion or siltation; or~~
- ~~4. Increased threat of flood damage to public health, life, property. (Ord. 776, 11-12-2013)~~

~~9-8-8: REQUIREMENTS FOR STORMWATER QUALITY MANAGEMENT PLAN:~~

~~A. Stormwater Quality Management Plan Required For All Developments: No application for development subject to this chapter (see section 9-8-3 of this chapter) will be approved unless it includes a stormwater quality management plan (also referred to in this chapter as the "plan") detailing how runoff and associated water quality impacts resulting from the development will be controlled or managed in accordance with the performance standards established in the latest edition of the city of Elko "Best Management Practices Manual, NPDES Post-Construction Stormwater Controls". The plan shall contain sufficient information for the city of Elko to evaluate the environmental impact, effectiveness, and acceptability of the measures proposed by the applicant for reducing adverse impacts from stormwater. The plan must fully describe the proposed project in drawings and narrative.~~

~~The final stormwater quality management plan must be submitted with the development plan(s). No permit(s) shall be issued until a satisfactory final stormwater quality management plan, or a waiver thereof, has been approved by the city of Elko.~~

~~B. Final Stormwater Quality Management Plan Requirements:~~

- ~~1. Contact Information: The applicant shall provide the name, address, and telephone number of all persons having a legal interest in the property and the tax reference number and parcel number of the property or properties affected. This information shall include a locus map and description of the existing zoning and land use (including all existing structures) at the site as well as the proposed land use.~~
- ~~2. Hydrology Report: The applicant shall submit a hydrology report, which must include: a map showing the location(s) of existing and proposed easements; existing and proposed utilities; existing and proposed topography with contours at two foot (2') intervals and the existing site hydrology. This shall consist of a description and delineation of existing stormwater conveyances, impoundments, and wetlands on or adjacent to the site or into which stormwater flows; surface water drainage including streams, ponds, culverts, and ditches; a delineation of 100-year floodplains and estimated seasonal high groundwater elevation in areas to be used for stormwater retention, detention, or infiltration (if applicable).~~

~~A drainage area map shall accompany the hydrology report and shall show existing and proposed vegetation and ground surfaces, and pre- and post-construction watershed boundaries, drainage area and stormwater flow paths.~~

~~The plan shall include a description and drawings of all components of the proposed drainage system including: locations, cross sections, and profiles of all brooks, streams, drainage swales and their methods of stabilization; all measures for the detention, retention or infiltration of water; all measures for the protection of water quality; the structural details for all components of the proposed drainage systems and stormwater management facilities; notes on drawings specifying materials to be used, construction specifications, and other features typically shown in such plans and drawings, and expected hydrology (calculations to be provided as described in subsection B3 of this section).~~

- ~~3. Calculations: Hydrologic and hydraulic design calculations for the predevelopment and postdevelopment conditions for the design storms shall be provided in the manner specified in the "Best Management Practices Manual, NPDES Post-Construction Stormwater Controls", Klienfelder Consultants, 2012. Such calculations shall include: a) description of the design storm frequency, intensity and duration, b) time of concentration, c) soil curve numbers or runoff coefficients, d) peak runoff flow rates and total runoff volumes for each watershed area, e) infiltration rates, where applicable, f) culvert capacities, g) flow velocities, h) data on the increase in rate and volume of runoff for the design storms referenced in the "Best Management Practices Manual, NPDES Post-Construction Stormwater Controls", Klienfelder Consultants, 2012, and i) documentation of sources for all computation methods and field test results.~~
- ~~4. Soils Information: If a stormwater management control measure depends on the hydrologic properties of soils (e.g., infiltration basins), then the applicant shall submit a soils report to the city of Elko. The soils report shall be based on on-site boring logs or soil pit profiles. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soil types present at the location of the control measure.~~
- ~~5. Maintenance And Repair Element For Private Stormwater Facilities: The design and planning of all stormwater management facilities shall include detailed maintenance and repair procedures to ensure their continued function. Components of a stormwater management facility that need to be maintained and the equipment and skills or training required must be identified and described in the plan. Provision for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures shall be included in the plan.~~
- ~~6. Maintenance And Drainage Easements And Agreements: The applicant must ensure access to all stormwater treatment practices at the site for the purpose of inspection and repair by securing all the maintenance easements needed on a permanent basis. These easements shall be recorded with the plan and shall run with the land.~~

~~Prior to the issuance of any permit that requires a stormwater management facility, the applicant or owner of the site must execute a maintenance agreement with the city of Elko that shall be binding on all subsequent owners of land served by the stormwater~~

management facility. The maintenance agreement shall provide for access to the facility at reasonable times for periodic inspection by the City of Elko, or its contractor or agent, and for regular or special assessments of property owners to ensure that the facility is maintained in proper working condition, and that it meets the design standards and any other provisions established by this chapter. The maintenance agreement shall be recorded by the City of Elko with the Elko County Recorder.

Maintenance of all private stormwater management facilities shall be ensured through the creation of a formal maintenance agreement that must be approved by the City of Elko and recorded into the land record prior to final acceptance of the development by the City of Elko. As part of the agreement, a schedule shall be developed for periodic inspections and maintenance to ensure proper performance of the facility.

All stormwater management facilities must undergo, at the minimum, an annual inspection to document maintenance and repair needs, and to ensure compliance with the requirements of this chapter. These needs may include: removal of silt, litter and other debris from all catch basins, inlets, and drainage pipes, grass cutting and vegetation removal, and necessary replacement of landscape vegetation. Any maintenance needs must be addressed in a timely manner, as determined by the City of Elko, and the inspection and maintenance requirement may be increased as deemed necessary to ensure proper functioning of the stormwater management facility. See section 9-8-10 of this chapter for further information on maintenance requirements.

-
7. ~~Other Environmental Permits:~~ The applicant must either attach appropriate erosion and sediment control plans to the stormwater pollution prevention plan (if required under other provisions of this Code) or prepare an erosion and sediment control plan employing practices that conform to the "City of Elko Construction Site Best Management Practices Handbook" for all construction activities related to implementing on-site structural BMPs included in the final stormwater quality management plan.

The applicant shall ensure that all other applicable environmental permits have been acquired for the site prior to approval of the final stormwater design plan.

-
8. ~~Performance Guarantee:~~ The City of Elko may require the submittal of a performance guarantee in a form provided under subsection 3-3-22B of this Code in order to ensure that the stormwater quality management plan has been implemented or will be implemented correctly and by a certain date. The amount of the performance guarantee shall be the total estimated construction cost of the stormwater management practices approved under the permit. The performance guarantee shall contain forfeiture provisions, approved by the City of Elko, for failure to complete work specified in the stormwater quality management plan.

The City of Elko may partially release the performance guarantee at its discretion as work is satisfactorily completed. Notwithstanding the foregoing, the performance guarantee shall be released in full only upon submission of "as built plans" and written certification by a licensed professional engineer (PE), that the stormwater quality management plan has been fully implemented. The City of Elko will make a final on-site inspection to ensure that all construction is in full compliance with the approved plan(s) and the provisions of this chapter. (Ord. 776, 11-12-2013)

9-8-9: CONSTRUCTION INSPECTION PROVISIONS:

~~A. Notice Of Construction Commencement: The applicant must notify the City of Elko in advance before the commencement of construction. During construction, inspection of stormwater management facilities may be required by the City of Elko and, if so, the inspections shall be conducted by a licensed professional engineer (PE). All inspections shall be documented by written reports prepared by the licensed professional engineer and shall contain the following information:~~

- ~~1. The date and location of the inspection;~~
- ~~2. Whether construction is in compliance with the approved stormwater quality management plan;~~
- ~~3. If and where variation from the approved construction specifications have occurred. If variations from the approved construction plans have occurred, the professional engineer's report will specify the nature and location of any variation(s);~~

~~B. As Built Plans: All applicants are required to submit actual "as built" plans for any stormwater management facilities located on site after final construction has been completed. One hard copy, together with a digital copy of the "as built" plans must be provided to the City of Elko. The plans must show the final design specifications for all stormwater management facilities and must be certified by a licensed professional engineer (PE) registered in the state of Nevada. A final inspection by the city of Elko is required before the release of performance securities can occur.~~

~~C. Landscaping And Stabilization Requirements: Any area of land from which the natural vegetative cover has been either partially or wholly cleared, or removed by development activities shall be: 1) stabilized within fourteen (14) days of the substantial completion of such clearing and construction in order to prevent erosion and provide sediment control and 2) revegetated no later than the next growing season. The owner of the property shall be responsible for implementing appropriate fertilization and irrigation measures, if deemed necessary by the city of Elko.~~

~~The following criteria shall apply to the revegetation requirement:~~

~~Complete revegetation must be permanently established in accordance with one of the following time frames, and at the sole discretion of the city of Elko:~~

- ~~1. Within two (2) years after the issuance of a final certificate of occupancy (C of O) of the building or premises, subject to the execution of a performance agreement with the city of Elko which includes bonding or some other acceptable form of security that guarantees completion of the required work; or~~
- ~~2. Prior to final approval of the project; or~~

3. ~~Within two (2) years after completion of grading activity, subject to the execution of a performance agreement with the city of Elko to include bonding or some other acceptable form of security that guarantees completion of the required work.~~

~~Seeding or reseeding should occur during the season most appropriate for the plant species and/or type of vegetation being planted. The installation of a temporary irrigation system, at the expense of the owner, may be required by the city of Elko to ensure establishment of the seeding or planting project, at the city of Elko's discretion. The foregoing requirements may depend upon factors such as the season in which planting takes place and variation in climatic condition.~~

~~Reseeding must include an annual or perennial cover crop in addition to the primary and secondary revegetation species. Revegetation species are preferably composed of native drought tolerant plant species, and are accompanied by the placement of an acceptable mulch of sufficient thickness and coverage to limit erosion until such time as the cover crop equals, averages, or exceeds a plant cover of seventy percent (70%) over the entire seeded area. Such establishment shall be in place for a period of one year. The "City Of Elko Construction Site Best Management Practices Handbook" contains an extensive list of suitable plant species that are adapted to the climate and weather conditions of northeastern Nevada and are recommended for revegetation of disturbed sites.~~

~~Replanting with native woody and/or herbaceous plant species must be accompanied by application of an appropriate mulch of sufficient thickness and coverage to control erosion until the plantings are established and are themselves capable of controlling erosion. (Ord. 776, 11-12-2013)~~

9-8-10: MAINTENANCE AND REPAIR OF STORMWATER FACILITIES:

- ~~A. Access And Maintenance Agreements: As provided in section 9-8-8 of this chapter, a formal maintenance agreement for all structural stormwater facilities is required by the city of Elko under this chapter. Under certain circumstances, the city of Elko may require that the maintenance agreement be recorded with the county recorder as a condition precedent to final plan approval. Also, at the city of Elko's sole discretion under certain conditions and for specific development types, the city of Elko may accept dedication of existing or future stormwater management facility(ies) in lieu of a maintenance agreement. This exception will be considered only if such facility(ies) meet all requirements of this chapter and include(s) adequate and perpetual access and sufficient area, by easement or otherwise, for inspection and regular maintenance. This exception will be considered on a case by case basis and at the sole discretion of the city of Elko, with preference given to residential developments.~~
- ~~B. Inspection Of Stormwater Facilities: Inspection programs may be established on any reasonable basis, including, but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of state or federal water or sediment quality standards or the NPDES stormwater permit; and joint inspections with other agencies inspecting under~~

~~environmental or safety laws. Inspections may include, but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and/or material or water in drainage control facilities; and to evaluate the condition of drainage control facilities or other stormwater treatment practices.~~

~~C. Right Of Entry For Inspection: When any new stormwater management or control facility is installed on private property, or when any new connection is made between private property and a public drainage control system, sanitary sewer or combined sewer, the property owner shall grant to the city of Elko the right to enter said property at reasonable times and in a reasonable manner for the purpose of inspection and/or maintenance. This includes the right to enter a property when the city of Elko has a reasonable basis to believe that a violation of this chapter is occurring or has occurred, and to enter when necessary for abatement of a public nuisance or correction of a violation of this chapter.~~

~~D. Records Of Installation And Maintenance Activities: Parties responsible for the operation and maintenance of stormwater management facilities shall make and maintain records of the installation including all maintenance and repairs, and shall retain said records for at least seven (7) years from the date of completion or installation and will include all maintenance and repair activities. These records shall be made available to the city of Elko during inspection of the facility and at other reasonable times upon request.~~

~~E. Failure To Maintain Practices: If a responsible party fails or refuses to meet the requirements of the maintenance agreement, the city of Elko, after reasonable notice sent by certified mail, may correct a violation of the design standards or maintenance needs by performing all necessary work to return the facility to proper working condition. In the event that the stormwater management facility becomes a danger to public safety or public health, the city of Elko shall notify the party responsible for maintenance of the stormwater management facility in writing. Upon receipt of that notice, the responsible person shall have thirty (30) days to effect maintenance and repair of the facility in a manner approved by the city of Elko. After proper notice, delivered personally or by certified mail, the city of Elko may assess the owner(s) of the facility for the cost of any repair work deemed necessary by the city of Elko, together with any penalties which may be assessed under this code; and the cost of the work shall be a lien on the property and may be placed on the tax bill and collected as ordinary taxes by the county. (Ord. 776, 11-12-2013)~~

9-8-~~117~~: ENFORCEMENT AND PENALTIES:

~~A. Violations: Any development activity that is commenced or is conducted contrary to this chapter may be restrained by injunction or otherwise abated in a manner provided by law.~~

~~B. Notice Of Violation (NOV): When the city of Elko determines that an activity is not being carried out in accordance with the requirements of this chapter, it shall issue a written notice of violation (NOV) to the owner of the property. The notice of violation shall contain:~~

~~1. The name and address of the owner or applicant;~~

~~2. The address of the facility when available or a legal description of the building, structure or land upon which the violation is occurring;~~

~~3. A statement specifying the nature of the violation;~~

~~4. A description of the remedial measure(s) necessary to bring the development's activity into compliance with this chapter and a time schedule for the completion of such remedial action;~~

~~5. A statement of the penalty or penalties, if any, that shall or may be assessed against the person to whom the notice of violation is directed; and~~

~~6. A statement that the determination of violation may be appealed to the Elko city council by filing a written notice of appeal with the proper department within thirty (30) days of service by personal delivery or certified mail of the notice of violation.~~

~~C. Stop Work Orders: A notice of violation shall automatically constitute a stop work order; accordingly, persons receiving a notice of violation will be required to cease all construction activities. The stop work order will be in effect until the city of Elko confirms that the development activity is in compliance with all city of Elko requirements and that the violation has been satisfactorily addressed. Failure to address a notice of violation (NOV) by the date specified in the notice of violation letter can result in civil, criminal, and/or monetary penalties in accordance with the enforcement measures authorized in this chapter.~~

~~D. Civil And Criminal Penalties: In addition to or as an alternative to any penalty provided herein or by law, any person who has violated or continues to violate this chapter shall be subject to a criminal penalty up to one thousand dollars (\$1,000.00) per violation per day.~~

~~The city of Elko may recover all attorney fees, court costs and other expenses associated with enforcement of this chapter, including sampling and monitoring expenses.~~

~~E. Restoration Of Lands: Any person found in violation of this chapter may be required to restore land disturbed by construction activities to its undisturbed condition. In the event that restoration is not undertaken within the time specified in a notice of violation, the city of Elko may take necessary corrective action to restore the land, the cost of which shall become a lien upon the property until paid. Nothing herein shall prevent the city of Elko from using a performance guarantee to obtain reimbursement for the cost of restoring land pursuant to this subsection.~~

~~F. Holds On Occupation Permits: Certificates of occupancy (C of O) and/or acceptance of public improvements will not be granted until required corrections to all stormwater facilities and practices have been made and accepted by the city of Elko.~~

~~G. Injunctive Relief: The city of Elko may seek injunctive relief in order to enforce the provisions of this chapter. (Ord. 776, 11-12-2013)~~

A. Notice of Violation: In addition to any remedies provided under the O&M Contract, in the event the City determines that a person has violated a prohibition or failed to meet a requirement of this Chapter 8, to include applicable portions of the BMP Manual incorporated herein or an approved PSQMP, the City may compel compliance by serving a written Notice of Violation

upon the BMP Owner or the BMP Owner's agent or representative by certified mail, return-receipt requested. A Notice of Violation issued under this section may require, without limitation:

1. That the acts or omissions resulting in a discharge cease immediately or no later than a specified date;
 2. The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property; and
 3. The payment of a fine established by this Chapter or by resolution of the City Council to cover administrative and remediation costs; and/or
 4. Implementation of BMPs.
- B. Deadline: If abatement of a violation and/or restoration of affected property is required, the Notice of Violation shall set forth a deadline by which such remediation or restoration must be completed. Should the respondent fail to perform the remediation or restoration therein specified by the deadline, the work may be done by the City or a designated governmental agency or contractor and the expense thereof shall be charged to the respondent.
- C. Citations: The Enforcement Official or her or his designee shall have the authority to prepare, sign and serve written citations on persons accused of violating a provision of this Chapter where there is a criminal sanction. All citations so issued and served shall comply with the requirements of NRS 171.1773 and NRS 171.1775(5).
- D. Civil liability instead of criminal sanction: In addition to any remedies provided under the O&M Contract, any person who violates this Chapter may be subject to civil liability to the City in an amount not to exceed \$500 instead of a criminal sanction.
- E. Civil liability; notice of civil infraction: The Enforcement Official or her or his designee may issue a Notice of Civil Infraction to any person who violates this Chapter. The Notice of Civil Infraction must be issued on a form containing the following information:
1. The location where the violation occurred;
 2. The date and time of the violation;
 3. The signature of the Enforcement Official or other authorized person who issues the Notice of Civil Infraction;
 4. The section of this Chapter that allegedly is being violated;
 5. Information about the manner and time within which the Notice of Civil Infraction must be answered;
 6. The amount of the civil fine; and

7. Any other information relevant to the violation and applicable provisions of this Chapter.

F. Civil liability; duties of respondent:

1. A person who responds to a notice of civil infraction must either:

a. Admit the commission of the infraction and pay the appropriate civil fine; or

b. Deny liability for the infraction.

2. A person may admit commission of the infraction by paying to the municipal court the civil fine shown on the notice of civil infraction.

3. A person who denies liability for the infraction must appear in person before the municipal court.

G. Commencement of civil action; procedure: Judicial enforcement of a notice of civil infraction must be by way of a civil suit in the municipal court if a person denies liability. A civil action may be commenced by the filing of a complaint in the name of the City and the issuance of a summons with respect thereto, and service of such complaint and summons on the defendant must be made by certified mail, return receipt requested, addressed to the defendant at his or her last known address or in any other matter which is authorized by law. The proceedings in municipal court for actions commenced pursuant to this chapter shall be governed by Rules 1 and 3 through 87 of the Justice Court Rules of Civil Procedure.

H. Civil Fines: A respondent who commits a civil infraction under this Chapter shall subject to a civil fine in the amount of \$500.00 per infraction.

I. Lien: The City shall have a lien pursuant to NRS 108.222 on any property upon which work is performed by the City or its contractor in correcting a violation of this Chapter pursuant to this Section 9-8-6. The lien shall be calculated, perfected and enforced in accordance with NRS 108.221, et seq. (Mechanics' and Materialmen's Liens).

J. Withholding of Approvals: Should the City perform work on the installation, maintenance, or removal of stormwater control measures pursuant to this Section 9-8-6, the respondent shall reimburse the City the full amount of that expense prior to issuance of any permit, final approval or certificate of occupancy associated with property upon which the work is performed, and the City shall withhold all permits, final approvals and/or certificates of occupancy for the property or which have been requested by the respondent until the expense is fully reimbursed to the City.

9-8-~~128~~: APPEAL OF NOTICE OF VIOLATION:

~~Any person receiving a notice of violation may appeal the determination of the authorized enforcement agency to the Elko city council. The notice of appeal must be received within thirty (30) days from the date of receipt of the notice of violation. Hearing on the appeal before the Elko city council shall take place within forty five (45) days from the date of receipt of the notice of appeal, unless otherwise extended at the request of the applicant. An aggrieved person may seek judicial review of the decision~~

~~of the city council by filing an appropriate petition with a court of competent jurisdiction within thirty (30) days of the decision. (Ord. 776, 11-12-2013)~~

- A. A Notice of Violation issued pursuant to this Chapter 8 shall include a written notice setting forth the respondent's appeal rights pursuant to this Section 9-8-8.
- B. A respondent served with a Notice of Violation, within fourteen (14) calendar days of service thereof, may appeal the determination of the Enforcement Official to the City Manager by filing a "Notice of Appeal to the City Manager" with the City Clerk containing a statement of the basis for the appeal. The City Manager or the City Manager's designee shall schedule and conduct a hearing on the Notice of Violation within fourteen (14) calendar days thereafter, upon no less than seven (7) calendar days' advance notice to the respondent, unless otherwise agreed by the respondent and the City. At the hearing before the City Manager or the City Manager's designee, the respondent and the City shall each be given an opportunity to present arguments and evidence, to include witness testimony. The rules of evidence shall not apply. The City Manager or the City Manager's designee may terminate the hearing at a time determined in advance by the City Manager or the City Manager's designee, provided a reasonable time shall be given to permit the respondent and the City to present their respective arguments and evidence. The City Manager or City Manager's designee may terminate a hearing at any time upon a determination that the additional evidence and argument to be proffered by the respondent and the City will be duplicative or not relevant to the issues to be resolved. The City Manager or the City Manager's designee shall issue and serve a written decision upon the respondent with five (5) business days of the hearing.
- C. A respondent may, within fourteen (14) calendar days of service thereof, appeal the decision of the City Manager or the City Manager's designee to the City Council by filing a "Notice of Appeal to the City Council" with the City Clerk containing a statement of the basis for the appeal. The City Council shall, within forty-five (45) calendar days thereafter, conduct a hearing on the decision of the City Manager or City Manager's designee. At the hearing before the City Council, the respondent and the City shall each be given an opportunity to present arguments and evidence, to include witness testimony. The rules of evidence shall not apply. The City Council may terminate the proceeding at a time determined in advance by the City Manager or the City Manager's designee, provided a reasonable time shall be given to permit the respondent and the City to present their respective arguments and evidence. The City Council may terminate a hearing at any time upon a determination that the additional evidence and argument to be proffered by the respondent and the City will be duplicative or not relevant to the issues to be resolved. The City Council shall render a decision at the hearing, to include a continuation thereof in the event the hearing is tabled.
- D. Service upon the respondent for purposes of this Section 9-8-8 shall mean service by certified mail, return receipt requested.
- E. A respondent to whom a Notice of Violation has been issued must comply with the requirements stated therein pending an appeal or appeals pursuant to this Section 9-8-8.
- F. The failure of a respondent to appeal a decision within the times required by this Section 9-8-8 shall result in the waiver of those appeal rights.

G. The decision of the City Council at an appeal hearing pursuant to this Section 9-8-8 shall be final for purposes of judicial review. Any action for judicial review shall be commenced by filing a petition with the District Court for the Fourth Judicial District, in and for the County of Elko, State of Nevada, no more than thirty (30) calendar days from the date of the decision of the City Council at an appeal hearing pursuant to this Section 9-8-8.

9-8-9: INJUNCTIVE RELIEF:

If a person has violated or continues to violate the provisions of this chapter, the City agency may petition for a preliminary or permanent injunction restraining the person from activities which could create further violations or compelling the person to perform abatement or remediation of the violation.

9-8-10: VIOLATIONS DEEMED A PUBLIC NUISANCE:

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Chapter is hereby determined to be a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be abated pursuant to the provision of Nevada Revised Statutes Chapter 268 or restored at the violator's expense, and/or civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken. The provisions of this Section 9-8-10 and the City Nuisance Code are in addition to and not in lieu of the other enforcement provisions set forth in this Chapter 8.

9-8-11: CRIMINAL PENALTIES:

Any person who has violated or continues to violate the requirements of this Chapter, to include any requirement set forth in a Notice of Violation issued under this Chapter, shall be subject to a criminal penalty of one thousand dollars (\$1,000.00). Each day a person violates this Chapter or remains in violation of this Chapter shall be a separate violation. In addition, any person who has violated or continues to violate this Chapter may be subject to criminal prosecution under federal or state laws. The City may recover all attorney fees, court costs and other expenses incurred in the enforcement of this Chapter, including sampling and monitoring expenses.

9-8-132: REMEDIES NOT EXCLUSIVE:

The remedies listed in this eChapter are not exclusive of any other remedies available under any applicable federal, state, or local law and it is within the discretion of the ~~city of Elko~~ authorized enforcement agency to seek cumulative remedies. (Ord. 776, 11-12-2013)

**Elko City Council
Agenda Action Sheet**

1. Title: **First reading of Ordinance No. 862, an Ordinance adopting a requirement for a Nonpublic Hospital License and Establishing a License Fee, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 8, 2021**
3. Agenda Category: **ORDINANCE**
4. Time Required: **5 Minutes**
5. Background Information: **On April 27, 2021, the City Council voted to initiate an ordinance which would create a "Local Hospital Licensure Fee." As a result of that action, City Staff has drafted Ordinance No. 862 for review. A copy of the proposed Ordinance has been enclosed in the agenda packet for review. CC**
6. Budget Information:

Appropriation Required:
Budget amount available:
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Draft Ordinance No. 862**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared by: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**CITY OF ELKO
ORDINANCE NO. 862**

**AN ORDINANCE ADOPTING A REQUIREMENT FOR A NONPUBLIC
HOSPITAL LICENSE AND ESTABLISHING A LICENSE FEE**

WHEREAS, Northeastern Nevada Regional Hospital (NNRH) is a nonpublic hospital that provides a substantial amount of unreimbursed care, to include inpatient treatment and services, to Medicaid patients in the City of Elko.

WHEREAS, the purpose of the Nonpublic Hospital License Fee established by this Ordinance is to increase the amount of funding available for reimbursement to NNRH through the Medicaid supplemental payment program.

WHEREAS, the Nevada Medicaid program is administered by the Nevada Department of Health and Human Services, Division of Health Care Financing & Policy (DHCFP).

WHEREAS, the Nevada Medicaid program is funded jointly by the federal and state governments; the federal portion, also referred to as Federal Financial Participation (FFP), is calculated on the basis of a formula specified in the Social Security Act.

WHEREAS, State Plan Amendment 10-002C provides the manner in which state funds may be used to fund the non-federal share of Medicaid supplemental payment program payments.

WHEREAS, subject to federal requirements, the DHCFP may use "broad based health care-related taxes," sometimes referred to as "provider taxes," to cover the non-federal share of Medicaid expenditures, which is then used to calculate the FFP.

WHEREAS, qualifying funds from public agencies, such as the City of Elko, that are paid to the DHCFP may be considered in calculating the non-federal share in claiming FFP.

WHEREAS, under federal law, a provider tax includes "any licensing fee, assessment, or other mandatory payment, but does not include payment of a criminal or civil fine or penalty (other than a fine or penalty imposed in lieu of or instead of a fee, assessment, or other mandatory payment);" the Nonpublic Hospital License Fee established by this Ordinance is intended to satisfy the foregoing definition of "provider tax."

WHEREAS, increasing the FFP will increase the total amount available for Medicaid reimbursement to NNRH; the resulting Medicaid reimbursement amount is expected to be several times greater than the Nonpublic Hospital License Fee itself.

WHEREAS, at the time of enactment of this Ordinance, NNRH will be the only hospital subject to the Nonpublic Hospital License Fee.

WHEREAS, in sum, by increasing the State of Nevada's share in claiming FFP, it is anticipated that the federal share will increase substantially, resulting in increased Medicaid reimbursement

to NNRH. Although this is not expected to compensate NNRH for the full amount of care it provides to Medicaid patients – many of whom are residents of the City – the increase in Medicaid reimbursement is expected to significantly offset this expense. The Nonpublic Hospital License Fee will therefore provide a substantial benefit to the inhabitants of the City.

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

For amendment purposes, words which are bold and underlined are additions to the Ordinance, and words which are bold and stricken are deletions from the Ordinance.

SECTION 1: Title 4, Chapter 2, entitled “Nonpublic Hospital License,” is hereby added to the Elko Municipal Code, as follows:

4-2-1: SHORT TITLE:

This Chapter shall be known as *NONPUBLIC HOSPITAL LICENSE*.

4-2-2: DEFINITIONS:

For purposes of this Chapter, the following terms shall have the meanings ascribed to them:

CITY: The City of Elko, Nevada.

CITY COUNCIL: The Elko City Council.

NET PATIENT REVENUE: Revenue earned by a Nonpublic Hospital for the provision of routine services to patients from sources such as Medicare, Medicaid, commercial insurance and private pay, minus contractual allowances and bad debt. The term “Net Patient Revenue” does not include pass-through income, crisis care revenue, physician billing revenue, or revenue received from community support or fundraising.

NONPUBLIC HOSPITAL: An institution owned by a person that is primarily engaged in providing, by or under the supervision of physicians, inpatient diagnostic and therapeutic services or rehabilitation services. Institutions that do not provide inpatient services are not “Nonpublic Hospitals” for purposes of this Chapter.

PERSON: Except where otherwise indicated, a natural person, any form of business or social organization and any other nongovernmental legal entity including, but not limited to, a sole proprietorship, limited liability company, corporation, partnership, association, trust or unincorporated organization. For purposes of this Chapter, the term “person” does not include a government, governmental agency or political subdivision of a government.

4-2-3: LICENSE REQUIRED:

It shall be unlawful for any Nonpublic Hospital, either directly or indirectly, to provide medical care or services in the City without procuring and maintaining in effect a Nonpublic Hospital License.

4-2-4: LICENSE APPLICATION:

Every Nonpublic Hospital required to procure a license pursuant to this Chapter shall submit an application to the City Clerk containing the following information:

- A. The name of the Nonpublic Hospital to whom the license is to be issued.
- B. The location for which the license is sought.
- C. A description of the medical care and services provided.
- D. The date when the license is proposed to become effective.
- E. The signature of a person authorized to submit the application on behalf of the Nonpublic Hospital.

4-2-5: APPROVAL, DENIAL OF APPLICATION; ISSUANCE OF LICENSE BY CITY CLERK:

The City Clerk is hereby authorized to approve or deny all applications for Nonpublic Hospital Licenses.

- A. Conditions for Denial: An application for a Nonpublic Hospital License shall be denied if the City Clerk determines that any one or more of the following exist(s):
 - 1. The application contains false, fraudulent or misleading material statements or information; or
 - 2. The activity for which the license is sought is unlawful under any ordinance, code, rule or law of the City, State or Federal government; or
 - 3. The applicant is indebted to the City for any unpaid license fee.
- B. Notification of Denial: Upon any denial of an application for a Nonpublic Hospital License, the City Clerk shall notify the applicant in writing and state the reason(s) for the denial. Such notification shall be delivered to the applicant personally or by mail at the address indicated on the application.
- C. Revocation: The City Clerk may revoke a Nonpublic Hospital License if the licensee violates any provision of this Chapter.

- D. Approval; Fee, Issuance: Upon approval of an application for a Nonpublic Hospital License, the City Clerk shall collect the appropriate Nonpublic Hospital License Fee required by this Chapter and issue the Nonpublic Hospital License.
- E. Appeal: Every applicant denied a Nonpublic Hospital License by the City Clerk and any licensee whose Nonpublic Hospital License has been revoked shall have the right to appeal the decision to the City Council by submitting a notice of appeal to the City Manager within thirty (30) days of the denial or revocation. The failure to timely submit a notice of appeal to the City Manager shall be deemed a waiver of the applicant's or licensee's appeal rights.

4-2-6: TRANSFER OF LICENSE:

- A. Validity: No Nonpublic Hospital License shall be valid except for the location and owner for which the original application therefor was made and the license issued.
- B. New Business Location: If a Nonpublic Hospital changes location, but does not change the ownership or character of the services provided, the Nonpublic Hospital may apply to transfer the existing Nonpublic Hospital License to the new location.
- C. New Owner: If a Nonpublic Hospital is sold or otherwise transferred to a new owner, the new owner must make application for a Nonpublic Hospital License.

4-2-7: ESTABLISHMENT OF NONPUBLIC HOSPITAL LICENSE FEES:

- A. Rates: Every Nonpublic Hospital shall pay to the City a Nonpublic Hospital License Fee in an amount determined by resolution of the City Council not to exceed six percent (6%) of the Nonpublic Hospital's Net Patient Revenue as shown on or calculated from data contained in the hospital's Medicare Cost Report submitted to the Centers for Medicare & Medicaid Services for the applicable period.
- B. Payment of Fee: The Nonpublic Hospital License Fee shall be paid following a resolution of the City Council setting the rate and payment schedule. The rate and payment schedule may be amended from time-to-time by resolution of the City Council.

4-2-8: USES OF REVENUE BY CITY; LIMITATIONS:

- A. Nonpublic Hospital License Fees shall only be used for the following purposes:
 - 1. Funding intergovernmental transfers from the City to the State of Nevada Department of Health and Human Services, Division of Health Care Financing and Policy to provide the nonfederal share of Medicaid payments for supplemental payments authorized under Medicaid State Plan Amendment 10-002C;
 - 2. Refunding Nonpublic Hospital Fees collected in error from a Nonpublic Hospital;

3. Refunding to a Nonpublic Hospital any portion of the Nonpublic Hospital Fee the City receives from the State of Nevada Department of Health and Human Services, Division of Health Care Financing and Policy that is not used to fund the nonfederal share of Medicaid supplemental payment program payments under State Plan Amendment 10-002C, or that cannot be used to fund the nonfederal share of Medicaid supplemental payment program payments under State Plan Amendment 10-002C; and
 4. Reimbursing the City for its reasonable administrative costs to perform the activities authorized under this Chapter, to include, without limitation, legal fees incurred in preparing correspondence, documents, ordinances and resolutions pertaining to this Chapter.
- B. Notwithstanding any other provision of this Section, with respect to an intergovernmental transfer of funds by the City to provide the nonfederal share of Medicaid payments for supplemental payments authorized under Medicaid State Plan Amendment 10-002C, any funds received by the City as a result of the transfer may not be used by the City to fund the nonfederal share of payments available through Medicaid programs other than those outlined in State Plan Amendment 10-002C.
- C. The City shall not collect Nonpublic Hospital License Fees for the purpose of raising general revenue nor shall the City collect any amount in excess of that which is reasonably necessary to fund the uses specifically authorized under this Chapter.

4-2-9: NO CHARGE TO PATIENTS:

A Nonpublic Hospital may not add any portion of the Nonpublic Hospital License Fee as a charge or surcharge to a patient.

SECTION 2: All 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 or unconstitutionality of such section, paragraph, clause or provision shall not affect any remaining provisions of this Ordinance.

SECTION 4: That upon adoption, the City Clerk of the City of Elko is hereby directed to have this Ordinance published, by title only, together with the Councilmen voting for or against its passage, in the Elko Daily Free Press, a newspaper printed and published in the City of Elko, for at least one publication.

SECTION 5: This Ordinance shall be effective upon the publication mentioned in Section 4.

PASSED AND ADOPTED this ____ day of _____, 2021 by the following vote of the Elko City Council.

VOTE:

AYES :

NAYS:

ABSENT:

ABSTAIN:

APPROVED this ____ day of _____, 2021.

CITY OF ELKO

By: _____
REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to name field # 2 at the Elko Sports Complex after Mr. Hal Hibbert and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 8, 2021**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **5 Minutes**
5. Background Information: **The Council reviewed a petition from Ms. Beth Meza and other community members regarding the possible naming of field # 2 at the Elko Sports Complex after Mr. Hal Hibbert on May 25, 2021. Pursuant to the criteria for naming City of Elko Facilities and Parks, staff requested additional public comment from organizations and citizens utilizing the facility. Subject to comments and information presented during this public hearing, the City Council may take action to name the facility as requested in the petition. JW**
6. Budget Information:
 Appropriation Required:
 Budget amount available:
 Fund name: Recreation Fund
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Name field # 2 at the Elko Sports Complex after Mr. Hal Hibbert.**
10. Prepared by: **James Wiley, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: