



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, July 13, 2021
at 4:00 P.M., P.D.T. at the Elko City Hall, 1751 College Avenue, Elko, Nevada,
and by utilizing <https://global.gotomeeting.com/join/917607325>

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

[GoToMeeting.com](https://global.gotomeeting.com/join/917607325)

<https://global.gotomeeting.com/join/917607325>

You can also dial in using your phone +1 (571) 317-3122 Access Code: 917-607-325

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, July 8, 2021 at 8:30 A.M.

ELKO COUNTY COURTHOUSE

571 Idaho Street, Elko, NV 89801

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

ELKO POLICE DEPARTMENT

1448 Silver Street, Elko, NV 89801

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

ELKO COUNTY LIBRARY

720 Court Street, Elko, NV 89801

Date and Time Posted: Thursday, July 8, 2021 at 9:00 A.M.

Posted by: Kim Wilkinson Administrative Assistant

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 8th day of July, 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, City Manager
Elko, Nevada

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.D.T., TUESDAY, JULY 13, 2021
ELKO CITY HALL, 1751 COLLEGE AVENUE
ELKO, NEVADA 89801
<https://global.gotomeeting.com/join/917607325>

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: June 22, 2021 **Regular Session**

I. PRESENTATIONS

- A. Reading of a proclamation by the Mayor recognizing August 3, 2021, as National Night Out 2021, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

II. CONSENT AGENDA

- A. Review, consideration, and possible action to reappoint Planning Commission member Gratton Miller to an additional Four-Year Term to expire July 2025, and matters related thereto. **FOR POSSIBLE ACTION**

Gratton Miller's term expires July 2021. Pursuant to City Code Section 3-4-1, Planning Commission members shall be eligible for reappointment, and the terms shall be four years or until his successor takes office. Mr. Miller has indicated an interest to continue serving on the Planning Commission. CL

III. PERSONNEL

A. Employee Introductions:

- 1.) Miranda “Mandy” Dela Vega, Human Resources Coordinator, Human Resources
- 2.) Laura Richardson, PT Code Enforcement Officer, Community Development
- 3.) Treg Butterfield, Laborer, Water Department

B. Possible approval of a successor collective bargaining agreement (CBA) between the City of Elko and the Elko Fire Fighters Association, IAFF Local 2423, and matters related thereto. **FOR POSSIBLE ACTION**

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.

IV. APPROPRIATIONS

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

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

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

D. Review and possible approval of Stone Rock Sound Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

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

F. Review, consideration, and possible authorization for Staff to purchase a new Caterpillar Motor Grader Model: 120LVR from Cashman Equipment Company through Sourcewell Purchasing in the amount of \$252,421.00, and matters related thereto. **FOR POSSIBLE ACTION**

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

G. Review, consideration, and possible authorization for the transfer of ownership of Elko Police Department’s Canine Xena to her handler, Corporal Jason Checketts in exchange for the adoption fee of \$85.00, and matters related thereto. **FOR POSSIBLE ACTION**

Elko Police Dog *Xena* is a six (6) year old Belgian Malinois who was assigned to Canine Handler Corporal Jason Checketts. Due to some behavioral issues and the extreme amount of time it would take to assign her to a new handler, and the risk of not being successful, I feel it is in the best interest of the City of Elko, and Canine *Xena*, to transfer ownership of this highly trained Police Dog to her current handler. Corporal Jason Checketts desires to purchase *Xena*.

Canine *Xena*'s selling price was determined by using the amount set for dog adoptions at the City of Elko Animal Shelter. TT

- H. Review, consideration, and possible final acceptance of the 5th Street Park Parking Lot Project, and matters related thereto. **FOR POSSIBLE ACTION**

At the February 23, 2021 meeting, Council awarded the 5th Street Park Parking Lot project to Acha Construction in the amount of \$273,451.40. There was one Change Orders during construction that resulted in an additional cost of \$2,254.00. The final cost of the project was \$275,705.40 This project is fully completed. Final billing has been submitted. BT

- I. Review, consideration, and possible authorization for Staff to purchase a new 2023 International HV507 4x2 Chassis with a Metroquip Body Package from Rush Truck Center of Idaho through Sourcewell Purchasing in the amount of \$190,046.14, and matters related thereto. **FOR POSSIBLE ACTION**

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

- J. Review, consideration, and possible action to approve an Alternative Measures Agreement between the City and Dan G. Beitia and Gerri L. Howard regarding City financial participation and cost sharing in the drilling of a new and deeper well and abandoning the existing well on the Beitia property to protect the City's interest in the ongoing utilization of City Well #43, including a finding by the Council of a public purpose in this action, and matters related thereto. **FOR POSSIBLE ACTION**

NRS 534.110 (5) b. states, "...the State Engineer shall include as a condition of the permit that pumping water pursuant to the permit may be limited or prohibited to prevent unreasonable adverse effects on an existing domestic well located within 2,500 feet of the well, unless the holder of the permit and the owner of the domestic well have agreed to alternative measures that mitigate those adverse effects."

The Beitia well water level has decreased from 100' to 160' below ground surface in the last several years and is currently near the bottom of the well. Multiple factors play into this equation including several years of drought, additional new domestic wells being drilled in the vicinity, as well as the pumping of City well #43 which is located approximately 1200' away. In accordance with NRS, Staff has developed the attached Alternative Measures Agreement to prevent the limiting or prohibition of pumping of City Well #43 which is needed to serve City growth and development. DJ

- K. Review, consider and possible approval for the Elko Police Department to enter into a contractual agreement for towing services with Atlas Towing and Recovery, and matters related thereto. **FOR POSSIBLE ACTION**

V. SUBDIVISIONS

- A. Review, consideration, and possible approval of Final Map No. 4-21, filed by Legion Construction and Development, LLC, for the development of a subdivision entitled Jarbidge Estates involving the proposed division of approximately 2.16 acres of property into 18 lots for townhouse development and 1 common lot within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

Subject property is located on the east side of N 5th Street approximately 450 feet north of Dakota Drive. (APN 001-610-093) The Planning Commission considered this item on July 6, 2021, and took action to forward a recommendation to conditionally approve Final Map 4-21. MR

- B. Review, consideration, and possible conditional acceptance of Public Improvements for the Cambridge Estates Subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Council conditionally approved Final Map 9-19 on October 22, 2019. A Performance and Maintenance Agreement was entered into on that same day.

The Developer has completed the Public Improvements in accordance with the approved plans, with the exception of a micro slurry on the asphalt, which is scheduled to happen in August. The City is in receipt of the required Certification of the project by the Engineer of Record. Upon acceptance of the Public Improvements by the Council, the Developer is required to provide maintenance security in the amount of \$84,268.38 for a 12-month maintenance period, which has already been received. MR

VI. NEW BUSINESS

- A. Review, consideration, and possible approval of an Offer to Sell Real Property agreement between the City of Elko and The United States of America, for and on behalf of The Department of Veterans Affairs, for the purchase and sale of a parcel of land consisting of 15.37 +/- acres referred to as APN 001-01A-024 in the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

City Council has on the same agenda Resolution No. 16-21 accepting the fair market value of the referenced parcel as well as Resolution No. 17-21 finding that it is in best interest of the City to sell the property to The United States of America, for and on behalf of The Department of Veterans Affairs for public use as a Veteran Cemetery without offering the property to the public. CL

- B. Review, consideration, and possible authorization for Staff to draft an agreement or supporting document with Bird Rides, Inc. for a stand up electric scooter business throughout the community, and matters related thereto. **FOR POSSIBLE ACTION**

Bird Rides, Inc. has reached out to the City of Elko with a proposal of an electric scooter business in the community. The initial agreement would be an eighteen-month trial period to get a better understanding if the business model works for our community. The initial agreement will require City Council approval. CL

- C. Review, consideration, and possible approval to apply for grant funding in partnership with a provider of fixed broadband service from the National Telecommunication and Information Administration (NTIA) in support of broadband infrastructure build-out for the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

The National Telecommunication and Information Administration (NTIA) has made approximately \$288M available for a broadband investment program to be managed by the NTIA. The NTIA expects to make awards in the \$5M to \$30M project range. To be eligible, the City must enter into a qualifying agreement with a provider of fixed broadband service. A covered partnership may include more than one provider of fixed broadband service as part of its application. Applications are due not later than August 17, 2021. NTIA expects the earliest start date for awards to be November 29, 2021. Broadband projects must be completed within one year of the receipt of grant funds, but may be extended by the agency. There is no cost share or matching funds requirement; however, applications proposing a non-federal cost share of at least 10% of total eligible costs will receive favorable consideration.

At least one provider of fixed broadband service has expressed an interest in partnering with the City as part of the program.

The State of Nevada anticipates applying for grant funds under the program; the City and other local governments will have an opportunity to apply together with the State application.

To initiate the process, the City Council should determine the following:

- a. If available, does the City Council wish to participate in a State application?
- b. Determine the amount of funding to apply for.
- c. In light of existing Non-Exclusive Franchise Agreements with multiple broadband providers, does the City Council have the legal authority to exclude other local providers from participation in the program?
- d. If the City Council chooses to partner with a provider or providers of fixed broadband service, what criteria will the City Council consider in making its selection or selections? SAW

- D. Review, consideration, and possible approval of the First Amendment to Agreement to Install Improvements and Provide Maintenance Guaranty with Copper Trails, LLC for Phase 2, Unit 1 of the Copper Trails Subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

As required by Elko City Code 3-3-21, the City and Copper Trails, LLC entered into an agreement to install improvements for Phase 2, Unit 1 of the Copper Trails Subdivision on July 23, 2019. The agreement is set to expire on July 23, 2021. Copper Trails, LLC has determined that they will not complete the subdivision improvements before this expiration date and has requested a one-year extension.

Section 1F of the Performance Agreement outlines the requirements for the City Council to approve an extension. These include: 1) the developer has satisfactorily performed its duties under the agreement to date, 2) the developer has diligently and in good faith attempted to complete the work, but has been unable to do so due to events beyond the developer's control, and 3) the Maintenance Guarantee has been provided to the City. MR

- E. Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Jarbidge Estates 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

- F. Review of existing Ruby View Golf Course Financial Advisory Committee By-Laws, including possible direction to Staff to propose revisions for future possible City Council approval, and matters related thereto. **FOR POSSIBLE ACTION**

Councilman Morris requested that the City Council review the existing by-laws in order to identify possible changes for future Council consideration. A copy of the bylaws has been included in the agenda packet for review. CC

- G. Review, consideration and possible direction to Staff regarding the drafting of two (2) possible resolutions in support of various COVID related issues previously addressed by Lander County and the Elko County School District, and matters related thereto. **FOR POSSIBLE ACTION**

Recently, Lander County and the Elko County School District have taken formal positions regarding various COVID related issues, ranging from vaccine passports, vaccine status, mask mandates, and mandatory immunizations. Copies of Lander County Resolution 2021-12 and the ECSD Letter to Governor Sisolak have been included in the agenda packet for review. CC

- H. Ratification of Staff's action to sign three (3) Coronavirus Local Fiscal Relief Fund documents, including: 1) the State of Nevada Allocation Notice and Certification; 2) Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions; and 3) Assurances of Compliance with Civil Rights Requirements, and matters related thereto. **FOR POSSIBLE ACTION**

As a result of the American Rescue Plan Act (ARPA), the City of Elko was recently notified by the State of Nevada of our Maximum Total Allocation of \$27,476.865.36. The City of Elko has been designated as one of Nevada's 13 "non-entitlement units of local government" (typically local governments serving populations of 50,000 or less) that will receive its ARPA Local Fiscal Recovery Fund disbursement through a payment from the State of Nevada. Due to a July 9, 2021 deadline, Staff signed the above referenced documents and included them in the agenda packet for review. Staff is requesting that the City Council ratify the action. CC

VII. RESOLUTIONS AND ORDINANCES

- A. Review, consideration, and possible adoption of Resolution No. 17-21, a resolution of the Elko City Council finding that it is in the best interest of the City of Elko to sell a 15.37-acre parcel, APN 001-01A-024, to the United States of America pursuant to NRS 268.061(1)(e)(2), restricted to the public purpose of a Veterans Cemetery, and matters related thereto. **FOR POSSIBLE ACTION**

On January 14, 2020, City Council approved an access agreement between the City of Elko and United States of America, by and through the U.S. Department of Veterans Affairs to provide access for a due diligence process in anticipation of the United States purchasing the property for use as a Veterans Cemetery. That process included obtaining an appraisal, which has since been received and is pending City Council acceptance under the Public Hearings portion of this meeting. The adoption of Resolution 17-21, which restricts the use of the property to public use as a Veterans Cemetery and which finds that the sale will be in the best interest of the City, is required if the City wishes to dispose of the property without complying with the requirements of NRS 268.059, 268.061 and 268.062. CL

VIII. 5:30 P.M. PUBLIC HEARINGS

- A. Public hearing to determine the fair market value of approximately 15.37 acres of City-owned property located generally southeast of the intersection of Jennings Way and Rocky Road, APN 001-01A-024, in anticipation of a possible sale of the property to the United States of America, for and on behalf of the Department of Veterans Affairs, for public use as a Veterans Cemetery, and matters related thereto. **FOR POSSIBLE ACTION**

The City Council, at its January 14, 2020 meeting, approved an access agreement between the City of Elko and United States of America, by and through the U.S. Department of Veterans Affairs for a due diligence process in anticipation of the United States purchasing the property for public use as a Veterans Cemetery. That

process included obtaining an appraisal to determine the fair market value of the property. The appraisal, prepared by Valbridge Property Advisors, has since been received; according to the appraisal, the fair market value of the property is \$900,000.00. CL

- B. Second reading, public hearing, and possible adoption of Ordinance No. 863 amending 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. Other modifications have been proposed to clarify existing policies and procedures. MR

IX. REPORTS

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

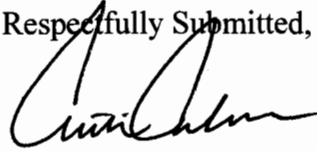
COMMENTS BY THE GENERAL PUBLIC

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

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

ADJOURNMENT

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Curtis Calder", written over the printed name.

Curtis Calder
City Manager

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

SS June 22, 2021

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, June 22, 2021. 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 Chip Stone
Councilman Bill Hance
Councilman Clair Morris

City Staff Present: Curtis Calder, City Manager
Scott Wilkinson, Assistant City Manager
Kelly Wooldridge, City Clerk
Candi Quilici, Accounting Manager
Jan Baum, Financial Services Director
Susie Shurtz, Human Resources Manager
Dennis Strickland, Public Works Director
Dale Johnson, Utilities Director
Cathy Laughlin, City Planner
Jim Foster, Airport Manager
Ty Trouten, Police Chief
Dave Stanton, City Attorney
Bob Thibault, Civil Engineer
Jeff Ford, Building Official
Paul Willis, Computer Information Systems Coordinator
Diann Byington, Recording Secretary

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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Mayor Keener brought up he had heard from a number of people about the Mormon crickets infestation happening on the west side of town. Typically, the crickets will move through but these seem to be content and are just hanging around. He spoke to one resident of a cul-de-sac who informed him that all the residents in the cul-de-sac pitched in and did some spraying. It helped for a while but they came back for a second time. He understood there are a lot of them in the cul-de-sac and on the streets. He asked Dennis Strickland if that was something we could help out with by sending a sweeper up there.

Dennis Strickland, Public Works Director, answered he sent the sweeper there to clean up the crickets and the citizens were happy with it. It wasn't an ideal day to go there since it was garbage day so they will get back up there. That subdivision is scheduled for micropaving this year and they may have to do some extensive cleaning up there or move to another subdivision. We are trying to sweep up as many crickets as we can.

Curtis Calder, City Manager, said City Hall has had a lot of calls and emails. He contacted the State Department of Agriculture last week. That got them here and they are baiting around town. They can only bait on BLM land. This should make a difference. We can't bait private land but people can go to IFA and purchase some cricket bait and bait their own land. We will put something on the website for information.

APPROVAL OF MINUTES: June 8, 2021 Regular Session

The minutes were approved by general consent.

I. PRESENTATIONS

- A. Presentation of an appreciation plaque by Mayor Keener in recognition of Urijah Lortie, for his generous donation to the City of Elko Animal Shelter, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

Mayor Keener called Urijah Lortie up to the podium. Urijah took his birthday money and bought dog and cat treats for the shelter. Mayor Keener presented him with a plaque in appreciation for his generous gift to the Animal Shelter.

- B. Presentation of a proclamation by the Mayor in recognition of August 3, 2021 as "National Night Out", and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

This item was not heard.

- C. Presentation of the 2021 Public Works Year in Review, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

Dennis Strickland, Public Works Director, gave a presentation (included in the packet).

II. PERSONNEL

- A. Review, consideration, and possible approval of revisions to the position description for Animal Control Officer, and matters related thereto. **FOR POSSIBLE ACTION**

The Animal Control Officer position description has been revised and updated to accurately reflect the duties and requirements of the position. SS

Susie Shurtz, Human Resources Manager, explained an updated job description was included in the packet.

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to accept the Animal Control Officer position description as revised and updated.**

The motion passed unanimously. (5-0)

III. APPROPRIATIONS

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

Mayor Keener asked regarding the architectural fees for the Water/WRF Shop, if they were done with the change orders or what is the driver on those fees.

Dale Johnson, Utilities Director, answered the architectural fees were construction management for the monthly visits and inspections.

Mayor Keener asked about a steel door replacement that Montrose Glass completed in the Parks Department.

Curtis Calder, City Manager, answered that he was not sure about that one but would get back with him on it.

Mayor Keener asked about a DEA license at the Animal Shelter. He didn't remember seeing that on there before.

Mr. Calder answered previously only one veterinarian was required to have this license. Now all the vets working in there need to have this license separate from their business' license. It was a compliance issue.

Councilman Stone asked if we were done with the goat grazing.

Mr. Calder answered they are up in the SnoBowl now.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the regular warrants in the amount of \$1,304,795.59.**

The motion passed unanimously. (5-0)

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

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the General Hand-Cut Checks in the amount of \$73,852.33.**

The motion passed unanimously. (5-0)

- C. Review, consideration, and possible issuance of final acceptance for the Alley Water Line Replacement between 4th, 5th, Commercial & Silver Streets, and matters related thereto. **FOR POSSIBLE ACTION**

Great Basin Engineering has completed the work for the alley project. Staff recommends the issuance of final acceptance. There was one change order for \$9,532.70 for standby time and additional quantity adjustments for \$4,810.35 for materials. The original contract amount was \$159,220.91 plus the addition of Change Order # 1 and the quantity adjustments for a combined amount of \$14,343.05, bringing the total project cost to \$173,563.96. DJ

Dale Johnson, Utilities Director, explained the project was complete. The change order for the standby time was for looking for a water line. They found three of them and tapped into one that was dry. They kept digging and found another one and tapped that one. There were also quantity adjustments for meter pits for the vacant lots. He recommended final acceptance.

**** A motion was made by Councilman Morris, seconded by Councilman Hance, to issue final acceptance for the Alley Water Line Replacement between 4th, 5th, Commercial and Silver Streets, with a total project cost of \$173,563.96.**

The motion passed unanimously. (5-0)

- D. Review and possible approval of the Elko Regional Airport Liability Insurance Policy for FY 2021/2022, and matters related thereto. **FOR POSSIBLE ACTION**

LP Insurance Services, Inc. has competitively sought airport liability insurance proposals for this coming fiscal year. Two (2) quotes were received. Last year AIG Aerospace was our provider for the same coverage amount at \$10,834.00 / year. JF

Jim Foster, Airport Manager, explained this is the annual Council approval of liability insurance for the airport.

Dain Uriarti, LP Insurance, said there was some activity on the aviation quote this year. Usually it is pretty boring process with the renewal quotes. AIG has been the carrier for a while now. Their initial quote they sent over was for \$12,500. A few days later, ACE provided an indication

they were going to offer this lower price. They went to AIG with that information and told them to sharpen their pencil a bit. They came in with this number that was a \$10 increase from last year. This morning we received the ACE physical quote for the amount of \$7,525. ACE is also offering a 3-year option to lock in the pricing, which would be \$8,302. He recommended locking in the 3-year rate with ACE.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the ACE Insurance for the Airport Liability Insurance with the 3-year option for \$8,302 annually.**

The motion passed unanimously. (5-0)

IV. NEW BUSINESS

- A. Review, consideration, and possible approval of a Deed of Dedication for Right-of-Way, Public Utilities, and Slope Easement on APN 001-770-005, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko has been engaging the property owners of the referenced APN to acquire the necessary dedications for utility infrastructure which will be utilized as a second water source for the regional hospital. The proposed dedications will also facilitate proper roadway development and utility infrastructure for the Elko Mountain area east of State Route 227 and the area adjacent to the regional hospital on the west side of State Route 227. MR

Scott Wilkinson, Assistant City Manager, explained this dates back to some rights-of-way that were dedicated on BLM property. Elko Mountain Way was dedicated for roadway purposes. Errecart was dedicated for roadway and waterline infrastructure only and had an expiration date on it. We needed to clean this up. The rights-of-way for both of those did not have specific delineations. Everything in the packet is based on engineering done by Elko Mountain Group. There is a roadway dedication for Errecart that won't expire. It also includes a sewer easement.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to approve the Deed of Dedication for Right-of-Way, Public Utilities and Slope Easement as presented.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible approval of a Grant of Easement for Utilities and Access on APN 001-630-100, and matters related thereto. **FOR POSSIBLE ACTION**

The purpose of this proposed easement is to allow for the installation of an alternate sewer line to serve parcels along the future eastern extension of Silver Street to Manzanita Lane. This new sewer line would connect to an existing sewer along the railroad tracks at the southeasterly edge of this parcel. The existing sewer at the intersection of Silver Street and Walters Court is approximately 20' deep, making the extension of sewer from that location more difficult for both developers and the City. This easement request is in conjunction with a waiver of sewer installation for one or more lots on Silver Street to be presented separately. MR

Bob Thibault, Civil Engineer, explained this easement will allow us to serve from Silver Street to the railroad tracks. He brought up on the overhead screen the location of the proposed easement.

Dale Johnson, Utilities Director, explained that the Igloo is served by an existing line and this easement will not affect it. This is for the eastern properties.

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to approve the Grant of Easement for Utilities and Access as presented.**

The motion passed unanimously. (5-0)

- C. Review, consideration, and possible approval of a request to waive the requirement to extend sanitary sewer across the frontage of 1515 Silver Street (APN 001-375-001), and matters related thereto. **FOR POSSIBLE ACTION**

The up gradient properties will be serviced by another sewer main. The extension of this sewer main is unlikely to serve any new customers in the future based on currently available planning and development projections. Future sewer customer's will service through the Capps sewer easement crossing their Silver Street Property back to the main transmission line to the WRF. DJ

Mr. Johnson explained this is releasing the Igloo from having to extend sewer across their frontage. They already have it on two sides of the building.

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to approve the waiver request.**

The motion passed unanimously. (5-0)

- D. Review and possible approval of the City of Elko Investment Policy, and matters related thereto. **FOR POSSIBLE ACTION**

Staff will present the City of Elko Investment Policy for City Council consideration
JB

Jan Baum, Financial Services Director, explained the City has not had a formal investment policy. We follow the NRS guidelines. This will make it a formal policy. On the line is Deanne Woodring with Government Portfolio Advisors (GPA), which the city uses along with the Local Government Investment Pool (LGIP).

Mayor Keener asked if the City has retained a local broker.

Ms. Baum answered the City does not have a local provider. These are providers that are available through the State Investment Pool and approved by the State.

Curtis Calder, City Manager, spoke about the City's history in investing and how we got to where we are right now.

Deanne Woodring, Government Portfolio Advisors, said they are fiduciaries and work as financial advisors. We went through an RFP process with the state. She hopes to help the City of Elko diversify their portfolio a bit better.

**** A motion was made by Councilman Morris, seconded by Councilwoman Simons, to approve the City of Elko Investment Policy as presented by staff.**

The motion passed unanimously. (5-0)

- E. Review and possible selection of a planning firm to provide planning services for a focused planning study at the Elko Regional Airport, and matters related thereto.
FOR POSSIBLE ACTION

The airport has been conducting a search for a planning firm to provide services at the airport for an upcoming AIP funded project for a Focused Planning Study. The selection committee short listed four (4) firms to continue with the interview portion of the process. The interviews were held May 26/27, 2021. The Airport selection committee interviewed four (4) engineering/planning firms: Coffman Associates, Jviation Inc, Kimley-Horn and Farr West Engineering. The selection committee recommends that the Council select Coffman Associates for the focused planning study service contract. Upon selection, Staff will negotiate a Professional Services Agreement with the successful firm. This new agreement will be brought back to Council for review and approval. JF

Jim Foster, Airport Manager, explained he provided the scoring sheet in the agenda packet but it was really small. He went over the sheet and recommended Coffman Associates. Matt Quick with Coffman was online if Council had any questions.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to select Coffman Associates for the Focused Planning Study at the Elko Regional Airport and direct staff to negotiate a Professional Services Agreement with them.**

The motion passed unanimously. (5-0)

- F. Consideration and possible authorization for Staff to advertise for four (4) vacant positions on the Parks and Recreation Advisory Board, and matters related thereto.
FOR POSSIBLE ACTION

On June 30, 2021 the terms of four (4) board members will expire. All members are eligible for reappointment following an advertisement related to the term's expiration. JW

Curtis Calder, City Manager, explained this advisory board has been dormant over the last year and we are trying to get it back on track. If council approves this going to advertisement, we will be contacting the existing board members to see if they are willing to continue and put their name in the hat or step away.

**** A motion was made by Councilman Morris, seconded by Councilman Hance, to authorize staff to advertise for 4 vacant positions with the Parks and Recreation Advisory Board.**

The motion passed unanimously. (5-0)

V. RESOLUTIONS AND ORDINANCES

- B. Review, consideration, and possible approval of Resolution No. 18-21, a resolution providing for the transfer of appropriations between accounts within the City of Elko 2020/2021 Fiscal Budget pursuant to N.R.S. 354.598005, and matters related thereto. FOR POSSIBLE ACTION**

This is the annual year-end housekeeping item to transfer funds between functions, and funds as required to fund all budgetary changes that occurred during the fiscal year. JB

Jan Baum, Financial Services Director, explained this is a housekeeping item we do every year.

**** A motion was made by Councilman Stone, seconded by Councilman Morris, to approve Resolution No. 18-21, a resolution providing for the transfer of appropriations between accounts within the City of Elko 2020-2021 Fiscal Budget pursuant to NRS 354.598005.**

The motion passed unanimously. (5-0)

BREAK

VII. 5:30 P.M. PUBLIC HEARINGS

- A. Second reading and possible adoption 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

Jim Gjerset, Attorney, Austin, Texas, explained that Steve Simpson, CEO NNRH, was unable to attend the meeting.

Mayor Keener said they have all looked at this and asked if Mr. Gjerset had anything to add.

Mr. Gjerset answered said they have met with the state and they are analyzing and reviewing to make sure the preliminary information is going to be sufficient for them. Once they have the final documents in place then we will give those documents to the state.

Mayor Keener asked if they were comfortable moving forward with this.

Mr. Gjerset answered they are comfortable moving forward as drafted. He couldn't imagine the state having any issues whatsoever. The state needs to see something real and live in order to react. If they ask for change, we would have to go back and change it.

**** A motion was made by Councilman Morris, seconded by Councilwoman Simons, to hold second reading, public hearing and adopt Ordinance No. 862.**

Mayor Keener called for public comment without a response.

The motion passed unanimously. (5-0)

V. RESOLUTIONS AND ORDINANCES (Cont.)

- A. First reading of proposed Ordinance 863 amending 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. Other modifications have been proposed to clarify existing policies and procedures. MR

Scott Wilkinson, Assistant City Manager, explained they have spent a lot of time going through all of this and eliminating ambiguity and clarifying our code. We have had issues with enforcement of construction activities. Staff needs the rules to deal with different circumstances and address those. Our goal is to go out and address issues and document those issues.

Mayor Keener asked if NDEP provided guidance on the ordinance.

Mr. Wilkinson answered they have had some conversations with them and we actually changed this a little bit to make it less restrictive than what we initially proposed.

Mayor Thibault asked Adeline Thibault if she was good with this.

Adeline Thibault answered yes. She appreciates the changes. It gives her more tools in the toolbox to use for enforcement.

Councilmembers Stone and Simons said some words in support of this ordinance.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Stone, seconded by Councilman Morris, to conduct first reading of Ordinance No. 863, and direct staff to set the matter for second reading, public hearing and possible adoption.**

The motion passed unanimously. (5-0)

VI. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Review, consideration, and possible action to accept a petition for the vacation of a 13,600 square foot portion of the 15th Street Right-of-Way, filed by the City of Elko, and processed as Vacation Nos. 3-21 and 4-21, and matters related thereto. FOR POSSIBLE ACTION**

Staff has determined that keeping the small amount of Right-of-Way on 15th Street is not in the best interest of the City due to the cost of constructing and maintaining a road that goes nowhere. Staff approached both adjacent property owners about the possibility of vacating the Right-of-Way back to them, to which they agreed. Because there are utilities in the area to be vacated, an easement will need to be recorded to allow future access. In addition, a Reciprocal Easement Agreement between the property owners is also required. MR

Scott Wilkinson, Assistant City Manager, asked if Bob Thibault could explain the need for the Reciprocal Easement Agreement.

Bob Thibault, Civil Engineer, explained the reason for the reciprocal easement agreement is the Water Department uses that section of 15th Street as a driveway for their trucks moving through that fueling yard. The Igloo could also use that to access their new ice rink in the back. There are utilities are there and we will keep a utility easement as well. We don't see the need to construct this as a full-blown street and maintain that for the future.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to accept the petition for vacation and direct staff to commence the vacation process by referring the matter to the Planning Commission.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible action to vacate seven feet of the southwesterly portion of Golf Course Road for approximately 294 lineal feet northwest from the intersection of College Ave. and Golf Course Road involving 2 properties, filed by City of Elko and processed as individual Vacations 1-21 and 2-21, and matters related thereto. FOR POSSIBLE ACTION**

In discussion with the proposed Great Basin Child Advocacy Center, staff requested that the new curb, gutter and sidewalk line up with existing infrastructure at the intersection of Cedar St. and Golf Course Rd. This vacation will align the right-of-way from College Ave. to Cedar Street where it currently is not aligned. CL

Cathy Laughlin, City Planner, explained the request. This is just the petition. There is a specific finding in the motion that is in relation to the NRS that they would like Council to read.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Hance, seconded by Councilman Stone, that findings are that it is in the best interest of the City and that no person will be materially injured thereby, move to approve petition for proposed individual Vacations 1-21 and 2-21, involving two properties, and direct staff to commence the vacation process by referring the matter to the Planning Commission.**

The motion passed unanimously. (5-0)

- C. Review and consideration of a request from Ms. Yvonne Samper regarding the lack of a handicap access sidewalk at 307 Elm St., and matters related thereto. **FOR POSSIBLE ACTION**

A copy of Ms. Samper's letter has been enclosed in the agenda packet for review.
CC

Councilman Stone disclosed he had a conflict on this item and recused himself.

Curtis Calder, City Manager, explained this was received a week ago. He wasn't sure if there had been any discussion with Public Works Staff in advance of this to see if there were any requests to be on our cooperative concrete program.

Dennis Strickland, Public Works Director, said he spoke to Ms. Samper about this twice and explained to her how we go about picking and choosing. We do have a co-op list but she didn't seem to have any desire to go on it. Typically, the City tries to do the ADA part of the co-op ourselves and not put the cost of that on the property owner. We are trying to complete the co-op list this year. She is on another list with about 6 other projects that will have to wait until we get the funding to complete them. He recommended that we acknowledge her concern and if there is some extra money we can get that completed.

Mayor Keener asked how much it would cost to do this one corner.

Mr. Strickland answered it could be from \$3,500 to \$6,000. He explained how the co-op projects work.

Councilman Morris noted that there have been ramps put in when other work was completed. He wasn't sure how we would be able to address all of the issues we have.

Mr. Strickland said we follow the ADA policy and bring the ramps up to code when work is being done. He would hate to see some of their scheduled work be bumped off the list because she gets pushed up to the top.

Mr. Calder asked about possible water work needed in the area.

Dale Johnson, Utilities Director, answered they don't have any lines they are planning on replacing in that area.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilwoman Simons, seconded by Councilman Morris, to direct staff to make contact with Ms. Samper and let her know that we are going to put her on a list and we will get to her in the order that we have been contacted and get that project done as soon as we are able as far as funding goes, and as far as other projects go.**

The motion passed. (4-0 Councilman Stone abstained.)

VIII. REPORTS

A. Mayor and City Council

Mayor Keener reported the Nevada League of Cities Retreat went well last week. Everyone that came thought it was a worthwhile investment of their time. Now we can plan for the annual conference to be held in Sparks in October. He spoke to Darcy Shelton about the dog park fencing and props. They are looking at October 2nd for an opening.

Councilman Morris commented on the advisory boards. He was glad to see them coming back, especially the Golf Course Advisory Board. Volunteerism is a great thing to do.

Curtis Calder asked if Councilman Morris knew the status of the Golf Foundation and if they existed anymore.

Councilman Morris answered he didn't think it existed anymore.

Mr. Calder said if they want the Golf Course Advisory Board to do more than just deal with the fees and finances, they will need to revamp the board and create a new mission.

Councilman Stone reported on the recent ECVA board meeting. There is Frisbee Golf along the river and they are planning a tournament.

Mayor Keener said the hotel room numbers for May are high and exceed the numbers from before the pandemic. He thanked Curtis for his work on the retreat.

B. City Manager

Curtis Calder said we are at the end of our fiscal year. There is a sprint to the finish. Central Dispatch has one final meeting before the end of the year where we are going to approve the collective bargaining agreement hopefully. That will be a step forward because then everyone will know what the new rates will be for the next three years. He has the Quarterly Insurance Pool Meeting later this week. This will be the first time they have met in person for over a year. We have our SkyWest meeting on the following Monday.

Jim Foster said the SkyWest Meeting was set for 3:00 MST (2:00pm our time).

C. Assistant City Manager

Scott Wilkinson reported recently we were made aware of a grant opportunity; up to \$288 million available to deploy broadband infrastructure

to eligible areas. He spoke about some of the details, requirements and restrictions related to the grant.

Mayor Keener noted the humanitarian camp is looking rough and asked if there was a planned cleanup for it.

Mr. Wilkinson answered there is a hand clean-up planned for Saturday with some volunteers. There are some issues down there and we will need to revise the rules.

D. Utilities Director

Dale Johnson reported the Water and the WRF crews have been working on the slope steps at the golf course and will have those in soon. The WRF/Water shop is a bit behind. They got a letter from MGM this week requesting a 45-day extension which he approved.

E. Public Works

F. Airport Manager

G. City Attorney

Dave Stanton said he is looking forward to working with Mr. Wilkinson on the Broadband Infrastructure Grant Program. He thought the toughest part will be a non-competitive partner.

H. Fire Chief

I. Police Chief

Chief Trouten thanked Council for approving the Animal Control Position description. He thanked Susie too. About 6 months ago he completed a survey about mental health resources and the related calls received. He got a call back saying they were astounded about the lack of resources available here. The amount of mental health calls we receive here are extremely high, far above the average. The good news is that there is a Federal Grant available but we cannot yet apply for it. We may be able to apply in another 8 months and perhaps that can bring in more resources. About two years ago we added 2 SRO's to the SRO program. That grant expires in a few days. Dave Stanton has prepared an amendment to the original agreement which will be brought for approval. The School District is wanting to take over the full funding of the two positions.

J. City Clerk

Mayor Keener asked if we had a go-live date for the new meeting software.

Kelly Wooldridge answered we are shooting for the first meeting in August.

She was still hoping that we make that date.

K. City Planner

L. Development Manager

M. Financial Services Director

N. Parks and Recreation Director

O. Civil Engineer

P. Building Official

Mayor Keener asked if he has gotten anything about some apartments to be built in Elko.

Jeff Ford answered he has not received anything for apartments.

Mayor Keener asked if anything has been received for the proposed Mormon Temple.

Mr. Ford answered he has not received anything yet for the temple but he did get some plans for the Dunkin Donuts that will be located at in the Kohl's parking lot, next to Wendy's.

Cathy Laughlin said she has been talking to the designer for the apartment complex for the last 6 weeks or so. They are working through the site plan development. They are keeping it as part of a current hotel development. They will have to get a conditional use permit for the project. She has also been in contact with the design professional for the Mormon Temple for the last few months. They understand they will have to get a conditional use permit and a parcel map submitted.

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: **Reading of a proclamation by the Mayor in recognition of National Night Out 2021, and matters related thereto. INFORMATION ONLY – NON ACTION ITEM**
2. Meeting Date: **July 13, 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:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to reappoint Planning Commission member Gratton Miller to an additional Four-Year Term to expire July 2025, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 13, 2021**
3. Agenda Category: **CONSENT**
4. Time Required: **15 Minutes**
5. Background Information: **Gratton Miller's term expires July 2021. Pursuant to City Code Section 3-4-1, Planning Commission members shall be eligible for reappointment, and the terms shall be four years or until his successor takes office. Mr. Miller has indicated an interest to continue serving on the Planning Commission. CL**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Email from Mr. Miller**
9. Recommended Motion: **Reappoint Gratton Miller to the Planning Commission for an additional Four-Year Term to expire July 2025.**
10. Prepared by: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Mr. Gratton Miller**
 gratton_m@yahoo.com

Shelby Knopp

From: Gratton Miller <gratton_m@yahoo.com>
Sent: Wednesday, June 9, 2021 10:15 AM
To: Shelby Knopp; Shelby Knopp; Gratton Miller
Cc: Cathy Laughlin
Subject: Re: Planning Commission Term

Follow Up Flag: Follow up
Due By: Tuesday, July 6, 2021 4:00 PM
Flag Status: Flagged

Hey Shelby,

Yes, I would like to be reappointed if possible. Please let me know if you need anything from my end to ensure my continued appointment to the City of Elko Planning Commission.

Thank you for the head's up,

Gratton Miller

Sent from Yahoo Mail on Android

On Wed, Jun 9, 2021 at 10:12, Shelby Knopp
<sknopp@elkocitynv.gov> wrote:

Good Morning Gratton,

Your term that you filled on the Planning Commission expires in July 2021. You can be reappointed by the City Council as many times as you want with no term limits. Would you like to be reappointed for another 4 year term?

Thank you!

Shelby Knopp

Planning Technician

City of Elko

Planning Department

Ph (775) 777-7160

FX (775) 777-7219

**Elko City Council
Agenda Action Sheet**

1. Title: **Possible approval of a collective bargaining agreement (CBA) between the City of Elko and the Elko Fire Fighters Association, IAFF Local 2423, and matters related thereto. FOR POSSIBLE ACTION**

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.

2. Meeting Date: **July 13, 2021**
3. Agenda Category: **PERSONNEL**
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: **Pleasure of the Council**
10. Prepared by: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible authorization for Staff to purchase a new Caterpillar Motor Grader Model: 120LVR from Cashman Equipment Company through Sourcewell Purchasing in the amount of \$252,421.00, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 13, 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: **\$252,421.00**
Budget amount available: **\$250,000.00**
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 Motor Grader Model: 120LVR from Cashman Equipment Company through Sourcewell Purchasing in the amount of \$252,421.00.**
10. Prepared by: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **ChadFrench@cashmanequipment.com**

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

0CED2A139D06488
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coquette

7E4288F817A84CC
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 Caterpillar Inc

Authorized Signatory's Title North America Industry Manager

[Signature]

VENDOR AUTHORIZED SIGNATURE

Patrick Kearns

(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT



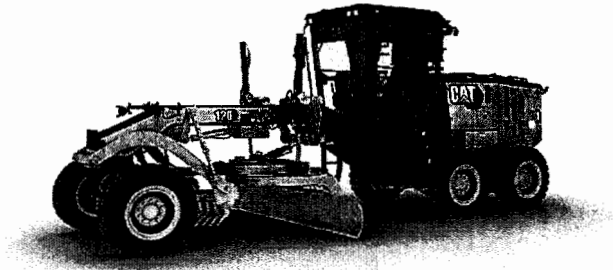
133001-02

June 18, 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: 120LVR Motorgraders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: New

SERIAL NUMBER: New

YEAR: 2021

SMU: New

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: 120LVR Motorgraders with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN -Air cleaner, dual stage dry type radial -seal with service indicator through -messenger and automatic dust ejector
-Air-to-air after cooler (ATAAC) -Brakes, oil disc, four-wheel, hydraulic -Demand fan, hydraulic -Differential, lock/unlock, auto -Drain, engine oil, ecology -Engine: --C7.1 diesel, with automatic -engine derate, and idle control. --Optimized VHP Plus --Engine ECO mode
-Fuel-water separator -Parking brake, multi-disc, sealed -and oil cooled -Priming pump, fuel -Transmission, 8 speed forward and 6
-speed reverse, power shift, direct -drive

ELECTRICAL -Alarm, back-up -Alternator, -Batteries, maintenance free -Electrical system, 24V

OPERATOR ENVIRONMENT -Display, digital speed and gear -Gauge, machine level -Gauges (analog) inside the cab -(includes fuel, articulation, engine -coolant temp, engine RPM, and -hydraulic oil temp) -Ladders, cab, left and right side -Message operator information display, -meter, hour, digital -ISO 6394 (70% fan speed) -Throttle control, electronic -

SAFETY AND SECURITY -Clutch, circle drive slip -Doors, engine compartment, -Ground level engine shutdown -Seat belt, retractable 76.2 (3")

TIRES, RIMS, AND WHEELS -A partial allowance for tires -on 254mm x 609mm (10"x24") multi- -piece rims is included in the base -machine weight and price

OTHER STANDARD EQUIPMENT -CD ROM parts book -Doors, service compartment, -locking -SOS ports, engine, hydraulic, -transmission, coolant, fuel -Tool box -Fuel tank, 225 liters (59 gallon) -Radiator, cleanout access

MACHINE SPECIFICATIONS

120 14B MOTOR GRADER	468-2237
LANE 2 - AVAILABLE FROM PIRACICABA FACTORY	
LANE 3 - AVAILABLE FROM PIRACICABA FACTORY	
REQUIRES: LEVER IMPLEMENT CONTROLS	
AVAILABLE FOR: AM-N, EU.	
LANE 3 ORDER	0P-9003
GLOBAL ARRANGEMENT LVR	561-9459
MOLDBOARD, 14' BASIC	320-7431
WEATHER, COLD PLUS TND	467-7418
ACCUMULATORS, NO ARO, LVR	472-5078
DRAWBAR, TOP ADJUST, HYD TIP, LVR	468-1607
ENGINE, STAGE V AND T4 FINAL	590-7345
DRAIN, GRAVITY, ENGINE OIL	422-6603
BASE + 2 (TIP, RIP) LVR	467-7433
LIGHTS, BRAKE & BKP, TURN, LED	563-2423
STARTER, HEAVY DUTY	517-0703
CAB, ROPS, PLUS, LVR, TND	461-3563
NO LOCK OUT	461-3545
HVAC W/O AIR COMPRESSOR, PREM	510-8448
SEAT COMFORT, SUSPENSION, LVR	461-3554
SEAT BELT, W/INDICATION	594-6360
COMFORT PACKAGE, PREMIUM, LVR	471-5352
PRODUCT LINK, CELLULAR PLE742	491-5100
NO GRADE CONTROL TECHNOLOGY	543-0221
GROUND LEVEL, FUELING	577-8014
FUEL FILTER, NEXT GEN	574-8803
FAN, REVERSING TND	575-7684
TIRES 14.00R24 MA MS202 * MP	578-9460
REAR PANEL W/ ACCESS DOOR	498-8871
RIPPER	456-5359
FUEL ANTIFREEZE, -25C (-13F)	0P-3978
LANGUAGE, ENGLISH	462-6595
LOW BAR, HALOGEN, LVR, TND	565-5395
LIGHTS, WORKING, PLUS, HAL, LVR	468-7619
LIGHTS, CAB HALOGEN, LVR	490-2608
LIGHTS, SERVICE, INTERNAL	435-9816
LIGHT, LED WARNING STROBE, LVR	461-3548
CIRCLE SAVER	565-9664
JUMP START STUDS	506-4262
ALTERNATOR, 150 AMP	438-5769
CAMERA, REAR VISION, LVR	492-0617
MIRRORS, EXTERNAL, HEATED, LVR	483-9354
WIPER, FRONT, LOWER, LVR	490-2591
WIPER, REAR, LVR	471-5346
STEERING, SECONDARY, W/ACCUM	549-2269
GUARD, BOTTOM	453-4972
PUSH PLATE, COUNTERWEIGHT	336-1559
DECALS, ENGLISH (U.S)	472-5087

STARTING AID
HEATER, ENGINE COOLANT, 120V
STEP, ADDITIONAL ON REAR FRAME
TOOTH, STRAIGHT
ROLL ON-ROLL OFF

422-6605
255-1336
516-6625
8J-5313
0P-2265

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	\$368,193.00
Less Sourcewell piggyback awarded to Cat contract # 032119 34% off list	-\$125,185.62
Add PDI and manuals	\$2,500.00
Less additional Cashman discount	-\$4,108.17
SUBTOTAL	\$241,399.21
Optional Cross Slope	\$11,021.79
GRAND TOTAL	\$252,421.00

F.O.B/TERMS:
Elko

Accepted by _____ on _____

Signature

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible authorization for the transfer of ownership of Elko Police Department's Canine *Xena* to her handler, Corporal Jason Checketts in exchange for the adoption fee of \$85.00, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 13, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **Elko Police Dog *Xena* is a six (6) year old Belgian Malinois who was assigned to Canine Handler Corporal Jason Checketts. Due to some behavioral issues and the extreme amount of time it would take to assign her to a new handler, and the risk of not being successful, I feel it is in the best interest of the City of Elko, and Canine *Xena*, to transfer ownership of this highly trained Police Dog to her current handler. Corporal Jason Checketts desires to purchase *Xena*.**

Canine *Xena*'s selling price was determined by using the amount set for dog adoptions at the City of Elko Animal Shelter. TT
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: **Contract of Purchase and Sale of Police Dog**
9. Recommended Motion: **Authorize the Elko Police Department to transfer ownership of Canine *Xena* to Officer Jason Checketts in exchange for the adoption fee of \$85.00.**
10. Prepared by: **Ty Trouten, Police Chief**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Jason Checketts**
 jchecketts@elkocitynv.gov

CONTRACT OF PURCHASE AND SALE OF POLICE DOG

THIS CONTRACT, made and entered into this 13th day of July, 2021, (the "Effective Date") by and between the **CITY OF ELKO, NEVADA**, a municipal corporation and political subdivision of the State of Nevada ("Seller,") and **JASON CHECKETTS**, ("Buyer").

RECITALS

WHEREAS, Seller desires to sell, and Buyer desires to purchase, a police dog named "Xena", described as a Belgian Malinois, Xena's age being approximately six (6) years old;

WHEREAS, Buyer has been Xena's handler for approximately five (5) years;

WHEREAS, Buyer is most familiar with Xena and is the person most appropriate to care for Xena following Xena's separation from the Elko Police Department;

NOW, THEREFORE, in consideration of the Recitals contained above and for the conditions and covenants hereinafter contained, the parties hereto agree as follows:

AGREEMENT

I.

SALE OF POLICE DOG

The Seller agrees to sell Xena to the Buyer and the Buyer agrees to purchase Xena from the Seller for and in consideration of the sum of EIGHTY-FIVE DOLLARS (\$85.00), which amount represents Xena's fair market value.

II.

POSSESSION

It is agreed that Buyer shall have ownership of the Xena on the Effective Date, and Buyer shall not transfer ownership of Xena to any other person without the prior written consent of Seller.

III.

DUTY OF CARE

Buyer agrees to provide reasonable care for Xena following the Effective Date, to include shelter, grooming, food, water, and veterinary care.

IV.

ACKNOWLEDGMENT/NO WARRANTIES

Buyer acknowledges that Xena is being sold without representations or warranties of any kind, express or implied, to include representations or warranties as to his training, temperament, health or condition. Xena is being sold "as is."

V.

RELEASE AND HOLD HARMLESS

In exchange for the consideration contained herein, the receipt and sufficiency of which is hereby acknowledged, Buyer and his family members, representatives, employees, agents, insurers, heirs, successors, subsidiaries, partners and assigns hereby fully, irrevocably, and unconditionally forever release, discharges and shall hold harmless Seller and its representatives, employees, agents, attorneys, insurers, heirs, successors, subsidiaries, partners and assigns, from all actions, causes of action, claims, claims for relief, judgments, liabilities, obligations, claims, damages, fees and expenses, including but not limited to attorney's fees and costs, of whatever kind and character occurring after the Effective Date or in connection with the subject matter of this Contract. This Release is intended to be completely comprehensive of all possible claims which may be brought by Buyer against Seller in relation to Xena, to include, without limitation, matters involving the dog's training, temperament, health or condition, or any harm caused by Xena to any persons or property.

VI.

INDEMNIFICATION

Buyer, together with his successors and assigns, undertakes to indemnify the Seller and to defend it against, and to hold it harmless from any and all liabilities, losses, damages, expenses, suits, fees, fines, penalties, attorney fees, claims, actions, debts, charges, demands, costs (including court costs) or judgments, and against all liability, losses and damages of any nature whatever, against Seller and which Seller shall or may at any time sustain or be put to by reason of or in relation to Xena, to include, without limitation, matters involving the dog's training, temperament, health or condition, or any harm caused by Xena to any persons or property. Indemnity under this Agreement shall commence on the Effective Date and shall continue in full force and effect thereafter.

VII.

GENERAL TERMS

- A. This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, offers and negotiations relating to the subject matter described herein and may not be amended except by an agreement in writing signed by the parties.
- B. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective personal representatives, heirs, assigns and successors, subject to the restriction on assignment contained herein.
- C. This Contract and the provisions hereof shall be construed, given effect and governed by the laws of the State of Nevada, and, in the event of a breach of this Contract by any of the parties, the other party shall have all remedies at law or equity provided by the laws of the State of Nevada.
- D. The captions and headings of the sections hereof are for convenience only and shall not control or effect the meaning or construction of any of the terms or provisions of this Contract.
- E. Should either party be required to enforce or interpret the terms and conditions of this Contract through legal process, the prevailing party shall be entitled to an award of reasonable attorney fees and costs.
- F. Each party has reviewed this Contract and has consulted with or has had an opportunity to consult with legal counsel; accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.
- G. In the event that one or more of the provisions, or portions thereof of this Contract is determined to be illegal and unenforceable, the remainder of this Contract shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.
- H. Each party shall exercise best efforts to fulfill the terms and conditions of this Contract in an expeditious manner.
- I. A facsimile signature to this Contract shall have the same force and effect as an original.
- J. The parties understand that the law firm of Goicoechea, Di Grazia, Coyle and

Stanton, Ltd., drafted this Contract on behalf of the Seller. Each party is encouraged to seek independent legal counsel to review the Contract on its own behalf. The parties further understand that no tax advice has been given to the parties by Goicoechea, Di Grazia, Coyle and Stanton, Ltd., and that each party has been encouraged to seek independent tax advice regarding this Contract.

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

IN WITNESS WHEREOF, this Contract has been executed in duplicate by the parties hereto on the day and date first above written.

SELLER:

BUYER:

CITY OF ELKO

By: _____
REECE KEENER, Mayor

JASON CHECKETTS, Police Corporal

ATTEST:

KELLY WOOLDRIGE, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible final acceptance of the 5th Street Park Parking Lot project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 13, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **At the February 23, 2021 meeting, Council awarded the 5th Street Park Parking Lot project to Acha Construction in the amount of \$273,451.40. There was one Change Orders during construction that resulted in an additional cost of \$2,254.00. The final cost of the project was \$275,705.40 This project is fully completed. Final billing has been submitted. BT**
6. Budget Information:

Appropriation Required: \$275,705.40
Budget amount available: \$300,000.00
Fund name: Recreation Fund
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Change Order #1**
9. Recommended Motion: **Approve final acceptance of the 5th Street Park Parking Lot project by Acha Construction in the amount of \$275,705.40.**
10. Prepared by: **Bob Thibault, Civil Engineer**
11. Committee/Other Agency Review: **none**
12. Council Action:
13. Council Agenda Distribution: **Todd Schwandt, Acha Construction**
acha.todd@gmail.com

CITY OF ELKO, NEVADA
CONTRACT CHANGE ORDER FORM-CHANGE ORDER NO. 1

Project: 5th Street Park - Parking Lot
Contractor: Acha Construction
Address: 21 VFW Drive
Sparks, NV 89431

Date of Issuance: May 6, 2021
Owners Project #: _____
ARRA #: _____
Engineer: CITY OF ELKO

CONTRACT WORK CHANGE ITEMS:

Remove and Reconstruct Barrier Curb

ADDITIONS

Remove and reconstruct 98 LF of barrier curb, due to both surveying errors on the part of the City, and disturbed survey points on the part of the contractor. Both parties agree to share the cost of replacing the curb. The City will pay for an extra 49 lineal feet of Barrier Curb, Bid Item #7, at the bid unit price of \$46 per lineal foot, for a total additional cost of \$2,254.00

Change In Contract Price

Original Contract Price
\$273,451.40
Net Increase or Decrease in Contract Price
\$2,254.00
New Contract Price with all Change Orders
\$275,705.40

Change In Contract Time

Original Contract Time
90 DAYS
Net Increase or Decrease in Days
0
New Contract Time with all Change Orders
90 DAYS

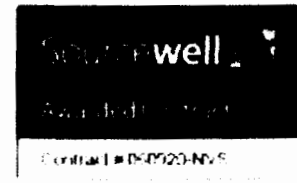
Recommended: [Signature]
Engineer

Approved: [Signature]
City of Elko

Approved: [Signature]
Contractor

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible authorization for Staff to purchase a new 2023 International HV507 4x2 Chassis with a Metroquip Body Package from Rush Truck Center of Idaho through Sourcewell Purchasing in the amount of \$190,046.14, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 13, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **This purchase was approved in the FY 2021/22 Budget.**
6. Budget Information:
Appropriation Required: **\$190,046.14**
Budget amount available: **\$170,000.00**
Fund name: **Capital Equipment/Street Department**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Quote from Rush Truck Center of Idaho and Sourcewell's Contract Acceptance and Award.**
9. Recommended Motion: **Authorize Staff to purchase a new 2023 International HV507 4x2 Chassis with a Metroquip Body Package from Rush Truck Center of Idaho through Sourcewell Purchasing in the amount of \$190,046.14.**
10. Prepared by: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Trent Swallow, swallowt@rushenterprises.com**



International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:	
Sourcewell Member:	City of Elko		Rush Truck Centers
Contact:	Dennis Strickland		Trent Swallow
Address:			537 Arlen Drive
City/State/Zip:	Elko, NV		Jerome, ID 83338
Phone:			208-732-7832
Email:	dstrickland@ci.elko.nv.us		swallowt@rushtruckcenters.com

Proposal Number	3538-1
Date	6/30/2021
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	1

Chassis			
New 2023 International HV507 4x2 Chassis			\$ 136,678.00
Base Chassis List	\$ 99,791.00		
Options List	\$ 36,887.00		
Sourcewell Contract Discount	34.5%	\$ (47,153.91)	
Volume Incentive		\$ -	
Net Sourcewell Chassis Price		\$ 89,524.09	
Sourcewell Partner Body			
		\$ -	
		\$ -	
	4.00%	\$ -	
Non-Sourcewell Dealer Supplied Body			
Metroquip Body Package		\$ 94,696.00	
		\$ -	
Handling Fee	5.00%	\$ 4,734.80	
Additional Post Build Work			
Detail		\$ 175.00	
Fuel		\$ 150.00	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
Handling Fee	5.00%	\$ 16.25	
Service Contracts			
		\$ -	
		\$ -	
		\$ -	
Additional Freight			
		\$ -	
		\$ -	
Additional Floorplan			
		\$ -	
		\$ -	
Additional Fees & Taxes			
2022 Medium Duty Surcharge		\$ 750.00	
		\$ -	
		\$ -	
Final Sourcewell Customer Price FOB Idaho Falls, ID		\$ 190,046.14	

Terms:



QUOTE

MetroQuip, Inc.

1953 E. Commercial
Meridian, ID 83642
ph:(208)344-3318 fax:(208)345-5931
jdonahoo@metroquip.net

QUOTATION NO. 2022PLOWTRUCK
DATE June 29, 2021
CUSTOMER ID City of Elko Street Dept.
EXPIRATION DATE 7/29/2021

TO Dennis Strickland
City of Elko
232 South 10th Street
Elko, NV 89801
(775) 397-5127

e-mail: dstrickland@elkocitynv.gov

SALESPERSON	FOB	PAYMENT TERMS	DUE DATE
Jake Donahoo (208) 921-0393	Elko, NV	Standard Terms and Conditions	200-230 DAYS ARO
QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	2022 Plow and Sander Truck Build	\$89,696.00	\$89,696.00
	10' Henderson Sander Features: FSH-II Model, 304SS Construction, 54" Sides, 6.9 CY Capacity, Inverted V, Top Grate Screens, Single 6" Auger with Planetary Gear Case, Tilt-Up Spinner, Rear Mount Ladder, L.C.C. Lights, Warning Light Bar Rear.		
	10' Wausau Plow Features: Home Safe Model, 42" Height, Poly Moldboard, Hydraulic Reversing Cylinders, Trip Edge, Carbide Cutting Edge with Curb Guards, Rubber Snow Deflector, Markers, Hustling 34" Truck Hitch, ECCO LED Plow Lights.		
	10' Wil-Ro Flatbed: Heavy Duty Platform Model, Steel Construction, 6" Longsills, 3" Crossmembers 12" Spacing, 1/8" Treadplate Floor, Headboard with Window, Underbody Toolbox Street Side, Bumper with Pintle Hitch & Trailer Plug, Stake Pockets & Rubrail, Winch Binders, Painted Black.		
	Force America Hydraulic Package: Patrol Commander Joystick Plow Controls, Electric Over Hydraulic Functions for Plow/Sander or DeIcer, Toggle Switches for Plow Lights and Warning Lights, VT35 Hydraulic Tank & Valve Enclosure Mounted Curb Side, 5.98 Hydraulic Pump, Driveline Kit, Filters, Ball Valve.		
	All Components to be Professionally Mounted on International HV507 Provided by Rush Truck Center. Includes all hydraulic hoses/connections/fittings/hydraulic oil, electrical connections/Whelen warning lights/trailer plug/etc, Steel for plow hitch installation/welding/hardware. Truck to be delivered to Elko, NV with all components working as intended.		
1.00	Freight for Plow, Sander, Flatbed and all other components	\$5,000.00	\$5,000.00
	See attached brochures & build sheets for additional information		

This is a quotation for the goods named, subject to the conditions noted below. This quotation is valid for 30 days from date above unless otherwise noted. The prices do not include freight charges, sales tax, F.E.T., or other applicable taxes unless noted. All sales are subject to availability and/or prior sale.

To Accept this quotation, sign here and return: _____

SUBTOTAL	\$	94,696.00
SALES TAX		
TOTAL	\$	94,696.00

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to approve an Alternative Measures Agreement between the City and Dan G. Beitia and Gerri L. Howard regarding City financial participation and cost sharing in the drilling of a new and deeper well and abandoning the existing well on the Beitia property to protect the City's interest in the ongoing utilization of City Well #43, including a finding by the Council of a public purpose in this action, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 13, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **NRS 534.110 (5) b. states, "...the State Engineer shall include as a condition of the permit that pumping water pursuant to the permit may be limited or prohibited to prevent unreasonable adverse effects on an existing domestic well located within 2,500 feet of the well, unless the holder of the permit and the owner of the domestic well have agreed to alternative measures that mitigate those adverse effects."**

The Beitia well water level has decreased from 100' to 160' below ground surface in the last several years and is currently near the bottom of the well. Multiple factors play into this equation including several years of drought, additional new domestic wells being drilled in the vicinity, as well as the pumping of City well #43 which is located approximately 1200' away. In accordance with NRS, Staff has developed the attached Alternative Measures Agreement to prevent the limiting or prohibition of pumping of City Well #43 which is needed to serve City growth and development. DJ
6. Budget Information:

 Appropriation Required: **\$19,305.01**
 Budget amount available: **\$19,305.01**
 Fund name: **Water**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Alternative Measures Agreement, Roseland Drilling Quote, Roseland Drilling Statement.**
9. Recommended Motion: **Move to find the City has a public purpose in protecting and preserving the City's interest in Well 43 by entering the Alternative Measures Agreement and Approve said agreement.**

Agenda Item IV. J.

10. Prepared by: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

ALTERNATIVE MEASURES AGREEMENT

THIS ALTERNATIVE MEASURES AGREEMENT (hereinafter the "Agreement") is made and entered into this ____ day of _____, 2021 (the "Effective Date"), by and between the **CITY OF ELKO, NEVADA**, a municipal corporation and political subdivision of the State of Nevada (hereinafter the "City"), and **GERRI L. HOWARD and DANIEL G. BEITIA, SR.**, husband and wife, (hereinafter collectively referred to in the singular as "Beitia").

R E C I T A L S

WHEREAS, Beitia is the owner of a domestic well located at 3339 Mohican Avenue, Elko, Nevada, referred to in the records of the Elko County Assessor as parcel number 036-032-006 (hereinafter the "Beitia Well");

WHEREAS, City is owner of a well known as "Well 43," which was developed subsequent to the Beitia Well;

WHEREAS, Well 43 is located within 2,500 feet of the Beitia Well;

WHEREAS, Beitia has expressed a concern that Well 43 is having an adverse impact on the Beitia Well;

WHEREAS, the City and Beitia, without any admission of adverse impact or fault by the City, desire to enter this Agreement to set forth the terms and conditions of alternative measures to address the aforementioned concern about alleged adverse impacts of Well 43 on the Beitia Well; and,

WHEREAS, the City has determined that this Agreement serves a public purpose by protecting Well 43, which is used to provide continuing water service to the inhabitants of the City.

NOW, THEREFORE, in consideration of the above recitals, the parties do hereby agree as follows:

1. BEITIA RESPONSIBILITIES: Beitia shall, at its own cost and expense (except as otherwise provided herein) perform the following duties:

A. Diligently seek all required governmental permits, licenses and authorizations (hereinafter the "Governmental Approvals") needed to construct a new six-inch (6") domestic well to a depth of no less than three hundred feet (300'), located on Beitia's property, for the purpose of replacing the existing Beitia Well (hereafter the "New Well");

B. Commence construction of the New Well no more than ninety (90) days after obtaining the Governmental Approvals;

C. Promptly and properly abandon the Beitia Well in accordance with all applicable legal requirements;

D. Reconnect to the piping associated with Beitia Well to the New Well;

E. Prior to commencing construction of the New Well, obtain a price quote for the cost to complete the New Well from at least one properly licensed drilling contractor holding a Classification C-23 license with the Nevada Contractors Board, and provide the quote to the City for possible approval;

F. Ensure that the New Well is constructed to at least the same standards as the Beitia Well;

G. Immediately notify the City once the New Well has been drilled to a depth of three hundred feet (300'); and

H. Maintain the New Well following completion in accordance with industry standards.

2. CITY RESPONSIBILITIES: The City shall, at its own costs and expense, perform the following duties:

A. Upon receipt from Beitia of the quote for the New Well as provided above, promptly review the quote and approve or disapprove commencement of construction of the New Well; provided, the foregoing approval will not be unreasonably withheld or delayed; and

B. Upon submission of appropriate invoices and other documentation reasonably requested by the City, reimburse to Beitia or, at the option of the City, pay directly to the drilling contractor: (1) the cost to drill the New Well from ground elevation to a depth of three hundred feet (300') and (2) any pump or motor upgrades required to utilize the New Well.

Notwithstanding any provisions herein to the contrary, the City's total costs to be paid under this Agreement will not exceed **NINETEEN THOUSAND, THREE HUNDRED FIVE DOLLARS AND ONE CENT (\$19,305.01)**. All additional costs above the foregoing amount incurred in the relation to the matters described in this Agreement, to include abandonment of the Beitia Well and construction, utilization and maintenance of the New Well, shall be borne solely by Beitia.

3. MUTUAL RESPONSIBILITIES: The parties will reasonably cooperate with each other in the performance of this Agreement by permitting access to property and

exchanging information, to include information needed to obtain Governmental Approvals.

4. ADDITIONAL TERMS: The following terms are hereby made part of this Agreement:

A. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with regard to the subject matter described therein and supersedes all prior agreements, offers and negotiations in relation thereto. This Agreement may not be amended except by an Agreement in writing signed by the parties.

B. APPLICABLE LAW: This Agreement shall be construed, given effect and governed by the laws of the State of Nevada, and in the event of a breach by any of the parties, the other party shall have all remedies at law or equity under the laws of the State of Nevada.

C. VENUE: Irrespective of any statutory provisions to the contrary, venue for any action arising under this Agreement shall be in the Fourth Judicial District Court, in and for the County of Elko, State of Nevada.

D. ATTORNEY FEES: Should either party be required to seek legal action to enforce or interpret the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

E. SEPARATE ENTITIES: This Agreement represents a transaction conducted at arm's length; accordingly, nothing contained herein shall be deemed to create a partnership or other joint venture between the parties.

F. TERMINATION FOR DENIAL OF GOVERNMENTAL APPROVALS: Notwithstanding any other provision contained herein, in the event Beitia, despite reasonable diligence, is unable to obtain the Governmental Approvals, then upon written notice from Beitia to the City with supporting documentation evidencing the denial of the Governmental Approvals and the reasons therefor, this Agreement will automatically terminate, and the parties will thereupon be released from all further obligations hereunder.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF ELKO:

BEITIA:

By: _____
REECE KEENER, MAYOR

DANIEL G. BEITIA, SR.

ATTEST:

KELLY WOOLDRIDGE, CITY CLERK

GERRI L. HOWARD

Rosenlund Drilling LLC
P.O. Box 281195
Lamoille, NV 89828
7753406755
rosenlunddrillingllc@gmail.com

Estimate

ADDRESS

Dan Gerri Betitia
3339 Mohican AVE
Elko, NV 89801

ESTIMATE # 1193

DATE 06/30/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	CL 6"X20'SDR17 CASING 20	blank pvc	13	514.14	6,683.82
	Sales	screen 20 ft	1	574.00	574.00
	Sales	blank steel 20 ft	1	672.19	672.19
	Sales	drilling 10 inch bore hole per ft	300	27.00	8,100.00
	Sales	mobilization fee	1	1,275.00	1,275.00
	Sales	gravel pack	1	350.00	350.00
	Sales	seal	1	200.00	200.00
	Sales	notice of intent	1	50.00	50.00
	Sales	pump swap from old well to new	5	150.00	750.00
	Sales	mini ex rental	1	650.00	650.00

TOTAL **\$19,305.01**

Accepted By

Accepted Date

ROSENLUND DRILLING LLC

559 WEST SILVER STREET ELKO NV 89801

#775-753-7960

Gerri Beitia called us on June,26, 2021 to look at their well it was not producing a very large amount of water when they got up in the morning.

On arrival to their property 3339 at Mohican Ave Elko NV 89801 their pump was running with very little water coming out at the house I static tested the well and it was throwing weird numbers from cascading water, I shut pump down and pulled it up out of the well and restarted it, it pumped strong for about 5 minutes then started sucking are , EJ, pumping off.

There is a city commercial well not to far away from well location that is potential impacting well while it is being pumped and dry weather that is going on are all leading factors for lose of well production

recommendations would be , they need to drill a replacement well asap before more pump damage happens

Rosenlund Drilling LLC

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consider and possible approval for the Elko Police Department to enter into a contractual agreement for towing services with Atlas Towing and Recovery, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 13, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information:
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name:
7. Business Impact Statement: **N/A**
8. Supplemental Agenda Information: **Towing Service Agreement.**
9. Recommended Motion: **Approval for the Elko Police Department to enter into a contractual agreement for towing services with Atlas Towing and Recovery.**
10. Prepared by: **Ty Trouten, Elko Police Chief**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **N/A**

**TOWING SERVICES AGREEMENT
BETWEEN
THE CITY OF ELKO
AND**

THIS AGREEMENT is made and entered on this ___ day of _____, 2020 (hereinafter the "Effective Date") by and between the CITY OF ELKO, a municipal corporation and political subdivision of the State of Nevada, on behalf of the ELKO POLICE DEPARTMENT (the "CITY"), and _____ ("CONTRACTOR").

RECITALS

WHEREAS, towing vehicles from public property under certain circumstances is a service demanded by the inhabitants of the CITY;

WHEREAS, the CITY is authorized by law to tow vehicles from public property under certain circumstances, and then store the towed vehicles and items found in the towed vehicles;

WHEREAS, the CITY has determined that, to provide adequate, economical and efficient services to the inhabitants of the CITY and to promote the general welfare of those inhabitants, it will displace or limit competition in the provision of towing services;

WHEREAS, the CITY estimates that the annual cost amount required to perform this Agreement will be less than \$25,000.00;

NOW, THEREFORE, for and in consideration of the above Recitals and other good and valuable consideration, the Parties agree as follows:

1. WORK:

1.1. SCOPE: This Agreement applies to all tow requests made by authorized ELKO POLICE DEPARTMENT personnel involving disabled, seized, abandoned and illegally parked vehicles with the municipal boundaries of the CITY.

1.2. DESCRIPTION: CONTRACTOR agrees to perform the work described herein in accordance with the following terms and conditions:

1.2.1. PERSONNEL: CONTRACTOR shall provide sufficient qualified personnel for operation of all tow vehicles and other equipment required for the performance of

this Agreement. Each driver of a motor vehicle shall have a current, valid State of Nevada driver's license appropriate for the vehicle being operated.

1.2.2. RESPONSE TIME: CONTRACTOR shall be ready, willing and able to perform tow services within the municipal boundaries of the CITY and at the request of the CITY 24-hours per day, 7-days per week. CONTRACTOR shall have a wrecker at the destination requested not more than fifteen (15) minutes from the time the towing firm receives a call from the CITY during the day (7:00 AM to 7:00 PM), and not more than thirty (30) minutes during the night (7:00 PM to 7:00 AM). CONTRACTOR shall have 24-hour per day, 7-day per week telephone communications. Third-party phone answering services are not permitted. If the service is not provided within the specified time, the CITY shall have the right to utilize another towing service for the call. If CONTRACTOR repeatedly fails to furnish towing services at the request of the CITY as specified herein, the CITY may terminate this Agreement.

1.2.3. SERVICE CALL CANCELLATION: In the event CONTRACTOR responds to a request from the CITY to tow a vehicle, and upon arriving at the location of the vehicle reasonably determines that a tow is not necessary, CONTRACTOR may charge the owner or operator of the vehicle a "show up" fee. The CITY may cancel a tow call prior to the arrival of tow equipment without requiring payment of a "show up" fee to CONTRACTOR by the owner or operator, unless CONTRACTOR was requested between 7:00 PM and 7:00 AM, during which time the CONTRACTOR may collect a "show up" fee, provide CONTRACTOR's driver has left the driver's residence or place of business. However, if the CITY, or the owner or operator of the vehicle has cancelled the tow prior to CONTRACTOR leaving the driver's residence or place of business, CONTRACTOR shall not collect a "show up" fee.

1.2.4. ABANDONED VEHICLES: CONTRACTOR shall not refuse requests by the CITY for abandoned vehicle tows. Refusing an abandoned vehicle tow request may result in immediate termination of this contract, at the discretion of the CITY.

1.2.5. CLEAN UP: CONTRACTOR, when towing a vehicle(s) from the scene of an accident, shall be responsible for removing from the street all broken glass and other debris that may be in the street as a result of the accident and, whenever practical, spreading dirt upon any portion of the roadway where oil or grease has been deposited by the disabled vehicle. Pursuant to NRS 484D.470(1), CONTRACTOR is required to be equipped with: (a) one or more brooms, (b) a shovel, and (c) at least one fire extinguisher of the dry chemical or carbon dioxide type, with minimum effective chemicals of no less than 5 pounds, with an aggregate rating of at least 10-B, C units, which must bear the approval of a laboratory nationally recognized as properly equipped to grant such approval.

1.2.6. EQUIPMENT: Pursuant to NRS 484D.475, tow cars used to tow disabled vehicles must be equipped with: (a) flashing amber warning lamps which must be displayed as may be advisable to warn approaching drivers during the period of preparation at the location from which a disabled vehicle is to be towed; a flashing amber warning lamp upon a tow

car may be displayed to the rear when the tow car is towing a vehicle and moving at a speed slower than the normal flow of traffic; and (b) at least two red flares, two red lanterns or two warning lights or reflectors which may be used in conjunction with the flashing amber warning lamps or in place of those lamps if the lamps are obstructed or damaged at the location from which a disabled vehicle is to be towed; provided, at least two red road flares, two red lanterns or two warning lights or reflectors which may be used in conjunction with the flashing amber warning lamps or in place of those lamps if the lamps are obstructed or damaged at the location from which the disabled vehicle(s) is to be towed. CONTRACTOR shall provide any additional safety equipment mandated by the Occupation Safety and Health Administration or the Nevada Department of Public Safety.

1.2.7. TERM: This Agreement shall commence on the Effective Date and shall remain in full force and effect for a period of ____ months (hereinafter the "Term").

2. SPECIFICATIONS:

2.1. HOURS OF SERVICE: All tows must be completed within twelve (12) hours of receipt of a request from the ELKO POLICE DEPARTMENT.

2.2. TOWING INSTRUCTIONS: CONTRACTOR shall tow vehicles to their destination only as directed by authorized ELKO POLICE DEPARTMENT personnel.

2.3. FACILITY REQUIREMENTS: CONTRACTOR shall provide a secure fenced storage facility sufficient to store no less than fifty (50) vehicles.

3. PERSONNEL:

3.1. QUALIFICATIONS: CONTRACTOR shall have in its employ, or under its control, sufficient licensed, qualified and competent personnel to perform towing services at the levels specified.

3.2. PERFORMANCE: CONTRACTOR shall employ only such workers as are skilled in the tasks to which they are assigned. The ELKO POLICE DEPARTMENT reserves the right to require CONTRACTOR to reassign any employee the ELKO POLICE DEPARTMENT deems incompetent, careless, insubordinate, or otherwise objectionable to work with under Agreement. CONTRACTOR's employees must follow, and CONTRACTOR shall direct its employees to follow, all applicable CITY policies, procedures and guidelines while performing work under this Agreement.

4. STATE AND CITY REQUIREMENTS; LICENSES AND PERMITS:

4.1. LAWS, RULES AND REGULATIONS: CONTRACTOR must adhere to and follow all applicable Federal, state and local laws, rules and regulations in performing its duties under this Agreement.

4.2. ORDINANCES: CONTRACTOR must adhere to all CITY ordinances, including but not limited to those concerning the operation of motor vehicles and business licensing requirements, as set forth in the Elko Municipal Code.

4.3. LICENSES AND PERMITS: CONTRACTOR must have and hold all licenses and permits required by the State of Nevada and the CITY (if applicable) for the removal of vehicles as required for law enforcement purposes.

4.4. COPIES OF PERMITS: CONTRACTOR must within seven (7) days of a request from the ELKO POLICE DEPARTMENT, provide copies of all current permits issued by the Nevada Department of Transportation that are required to operate tow vehicles. CONTRACTOR must also submit a copy of all current permits required and issued by the CITY for towing or storing vehicles.

5. VEHICLE DAMAGES: CONTRACTOR agrees to indemnify, defend and hold harmless the CITY, including the ELKO POLICE DEPARTMENT, from and against any items allegedly missing or damage to vehicles caused by the towing and/or storage of vehicles pursuant to this Agreement.

6. CONTENTS OF VEHICLES: CONTRACTOR shall be responsible for any and all contents of a vehicle upon taking possession of the vehicle. Resolution of any dispute regarding the contents of a vehicle is a matter entirely between CONTRACTOR and the vehicle owner(s). CONTRACTOR is responsible for inventory, storage and lawful return of all vehicle contents, including but not limited to electronic equipment, radios, and tools upon taking possession of the vehicle. CONTRACTOR agrees to indemnify and hold the CITY harmless for any missing items or damage to the vehicle's contents after CONTRACTOR has taken possession of the vehicle.

7. VEHICLE STORAGE: CONTRACTOR is responsible for storing towed vehicles in a manner that allows the CITY to inspect and view the vehicles and to see Vehicle Identification Number's.

8. SERVICE RATES: See Schedule 1, attached.

9. INSURANCE: CONTRACTOR shall, at its sole expense, maintain in full force and effect at all times during the Term of this Agreement, the insurance limits, coverages and endorsements required herein. Neither the requirements contained in this Section 9, nor the CITY's review, or acceptance of insurance shall in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

9.1. INSURED RISKS: CONTRACTOR shall insure against the following risks at its own expense to the extent stated:

9.1.1. WORKER'S COMPENSATION: Worker's Compensation or Employer's Liability in the sum of \$1,000,000.00;

9.1.2. COMMERCIAL GENERAL LIABILITY: Commercial general liability insurance including blanket contractual liability, broad form property damage, personal injury, premises medical payments, interest of employees as additional insureds, and broad form general liability endorsement, covering as insured CONTRACTOR and the CITY with not less than the following limits of liability: Bodily Injury and Property Damage \$1,000,000.00 combined single limit and \$2,000,000 per occurrence for bodily injury, property damage and personal injury;

9.1.3. MOTOR VEHICLES: Comprehensive motor vehicle liability covering all owned, non-owned or hired motor vehicles to be used by CONTRACTOR in the amounts of \$500,000.00 combined single limit and \$1,000,000 per occurrence for bodily injury and property damage; and

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

9.2. CERTIFICATES: All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Nevada. As soon as practicable on execution of this Agreement and before commencing any performance under this Agreement, CONTRACTOR shall deposit certificates of insurance bearing notations or accompanied by other evidence satisfactory to the CITY of coverage and the payment of premiums. Thereafter, certification of premium payment and certificates of insurance evidencing policy renewal shall be deposited with CITY not less than ten (10) days before the expiration dates of the expiring policies.

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

9.3.1. NOTICE OF CANCELLATION: The insurance company agrees that it will give a thirty (30) day prior written notice of cancellation of any of the coverages shown in the certificate;

9.3.2. NOTICE OF ACCIDENT: Notice of accident shall be given by CONTRACTOR to the insurance company as required under the terms of this policy or notice of claim shall be given by the CITY to the insurance company as required under the terms of the

policy. Notice to the insurance company by either party shall be deemed sufficient notice under the policy;

9.3.3. PRESENCE OF CITY REPRESENTATIVES: The presence of representatives of the CITY or other authorized persons shall not invalidate the policy;

9.3.4. OTHER POLICIES: Violation of any of the terms of any other policy issued by the insurance company shall not by itself invalidate the policy; and

9.3.5. ADDITIONAL INSURED: Save and except for worker's compensation or employer's liability insurance, the CITY is named and recognized as additional insured to the insurance policies required by this Agreement.

9.4. POLICY TO REMAIN IN EFFECT: The insurance policies described above in this Agreement shall be kept in force for the duration of the Term. The failure of CONTRACTOR to comply with any of the terms of this Section 9.4 shall, without limitation, be deemed an Event of Default.

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

11. DEFAULT:

11.1. RIGHT OF TERMINATION: The CITY, in addition to any other right of termination herein or any other rights to which it may be entitled by law or in equity or otherwise, may cancel this Agreement immediately after giving CONTRACTOR written notice upon or after the happening of any one or more of the following events ("Events of Default"):

11.1.1. BANKRUPTCY: CONTRACTOR files a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or substantially all of CONTRACTOR's assets;

11.1.2. RECEIVER OR TRUSTEE APPOINTED: Appointment of a receiver or trustee of CONTRACTOR's assets by a court of competent jurisdiction or by a voluntary agreement with CONTRACTOR's creditors;

11.1.3. ABANDONMENT: Abandonment by CONTRACTOR of the conduct of its business. Suspension of operations for a period of ten (10) consecutive calendar days, except as otherwise permitted under this Agreement, will be considered abandonment;

11.1.4. CRIME: The commission of a crime by CONTRACTOR or its employees in the performance of the work contemplated by this Agreement; or

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

12. JURISDICTION/CHOICE OF LAW: In the event of litigation concerning this Agreement venue shall be in the Fourth Judicial District in and for the County of Elko, State of Nevada. This Agreement shall be governed by the laws of the State of Nevada.

13. NO ASSIGNMENT: CONTRACTOR shall not assign its rights or duties under this Agreement.

14. NOTICES:

14.1: GENERAL NOTICE REQUIREMENTS: Except as otherwise provided in Subsection 14.2 (Special Notice Requirements), all notices or other communications to the City or CONTRACTOR pursuant hereto shall be deemed validly given, served, or delivered, upon deposit in the United States mail, certified and with proper postage and certified fee prepaid, addressed as follows:

TO THE CITY:

Elko Police Department
Attn: Chief of Police
1448 Silver Street
Elko, Nevada 89801

TO CONTRACTOR:

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

14.2: SPECIAL NOTICE REQUIREMENTS: CONTRACTOR shall notify Elko County Dispatch within 24 hours of any of the following events: change of location of storage yards/facilities, change of contact number(s), change of on-call number(s), change of business telephone number(s) or change of business address.

15. PREVAILING PARTY: In the event either party brings an action to enforce or interpret any provision in this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees and costs.

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

17. RELATIONSHIP OF THE PARTIES: The relationship of the parties is contractual. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, or joint venture, or any business association between the CITY and CONTRACTOR.

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

19. TIME OF THE ESSENCE: Time is expressed to be of the essence in this Agreement.

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

21. INTEGRATION: This Agreement represents the complete agreement of the parties and all prior agreements or representations, whether written or verbal, are hereby superseded.

22. HEADINGS: Headings in this Agreement are for convenience in reference only and shall not define or limit the scope of any provision.

23. NO THIRD-PARTY BENEFICIARIES: There are no third-party beneficiaries to this Agreement.

CITY OF ELKO

CONTRACTOR

By: _____
REECE KEENER, MAYOR

By: _____

Title: _____

Date: _____

Date: _____

ATTEST:

KELLY WOOLDRIDGE, CITY CLERK

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Final Map No. 4-21, filed by Legion Construction and Development, LLC, for the development of a subdivision entitled Jarbidge Estates involving the proposed division of approximately 2.16 acres of property into 18 lots for townhouse development and 1 common lot within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 13, 2021**
3. Agenda Category: **SUBDIVISION**
4. Time Required: **10 Minutes**
5. Background Information: **Subject property is located on the east side of N 5th Street approximately 450 feet north of Dakota Drive. (APN 001-610-093) The Planning Commission considered this item on July 6, 2021, and took action to forward a recommendation to conditionally approve Final Map 4-21. 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 4-21 for the Jarbidge Estates 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: **Legion Construction and Development, LLC
Attn: John Smales
599 Shadybrook Drive
Spring Creek, NV 89815

Shanks Engineering
Attn: Mike Shanks
982 Wolf Creek Drive
Spring Creek, NV 89815**

STAFF COMMENT FLOW SHEET
PLANNING COMMISSION AGENDA DATE: 7/6

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

Title: Final Map No. 4-21 Jarbidge Estates
Applicant(s): Legion Construction and Development, LLC
Site Location: ADN 001-610-093 - NE side of N 5th St, across from Rolling Hills Dr.
Current Zoning: R Date Received: 5/25/21 Date Public Notice: N/A
COMMENT: This is to divide \approx 2.16 acres into 18 lots for
townhouse development and 1 common lot

If additional space is needed please provide a separate memorandum

Assistant City Manager: Date: 6/28/21
Recommend approval as presented by
Staff

SAW

Initial

City Manager: Date: 6/30/2021
No comments/concerns.

CC

Initial



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

CITY OF ELKO STAFF REPORT

REPORT DATE:	June 10, 2021
PLANNING COMMISSION DATE:	July 6, 2021
AGENDA ITEM NUMBER:	I.B.1
APPLICATION NUMBER:	Final Map 4-21
APPLICANT:	Legion Construction and Development, LLC
PROJECT DESCRIPTION:	Jarbidge Estates

A Final Map for the division of approximately 2.16 acres into 18 townhouse lots for residential development and 1 common 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: 001-610-093

PARCEL SIZE: 2.16 Acres

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

MASTER PLAN DESIGNATION: (RES-MD) Residential Medium Density

EXISTING LAND USE: Vacant

BACKGROUND:

1. The Final Map for Jarbidge Estates 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 Jarbidge Estates Tentative Map on September 1, 2020.
3. The City Council conditionally approved the Jarbidge Estates Tentative Map on October 13, 2020.
4. The subdivision is located on APN 001-610-093.
5. The proposed subdivision consists of 18 townhouse lots and a common lot to be maintained by a Homeowners Association.
6. The total subdivided area is approximately 2.16 acres.
7. The proposed density is 8.45 units per acre.
8. No land is offered for dedication for street development. Interior circulation is provided via private driveway.
9. Drainage and utility easements are provided along the exterior lot lines.
10. The property is located on the east side of N 5th Street approximately 450 feet north of Dakota Drive.

NEIGHBORHOOD CHARACTERISTICS:

The property is surrounded by:

- North: A (General Agriculture) / Vacant
- South: R (Single and Multiple Residential) / Developed
- East: R (Single and Multiple Residential) / Vacant
- West: R (Single and Multiple Residential) / Developed

PROPERTY CHARACTERISTICS:

- The property is an undeveloped agricultural parcel.
- The site abuts previous residential development to the west, a church to the south, and vacant land to the north and east.
- The parcel has an average slope of 5.2%. The existing slope is incorporated into the design of the common lot where possible.
- The property will be accessed from N 5th Street.

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 not located within a capture zone for any 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 submitted closure calculations show acceptable closure errors.
 - 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. CC&Rs are proposed for this development and have been submitted to the City.
- 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. 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.

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 Jarbidge Estates 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 Jarbidge Estates is approved for 18 townhouse lots and 1 common 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. All slopes greater than 3:1 shall be permanently stabilized prior to acceptance of any public improvements by the City Council.

Engineering Department:

12. Remove the City of Elko from the utility company certificate prior to City Council consideration.
13. The area for Lot 19, the common lot, is different on the map from the closure calculations. Please revise prior to City Council consideration.
14. Label lot areas to the nearest whole square foot prior to City Council consideration.
15. A monument of some sort is required at all lot corners. Please label prior to City Council consideration.

Planning Department:

16. Add parcel number to the existing easement label on the far right of the map prior to City Council consideration.

Public Works Department:

17. 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

May 26, 2021

Shanks Enterprises
Attn: Michael Shanks
982 Wolf Creek Drive
Spring Creek, NV 89815

Re: Jarbidge Estates Final Map – Complete Submittal

Dear Mr. Shanks:

The City of Elko has reviewed your Final Map application materials for Jarbidge Estates (submitted May 25, 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 July 6, 2021 and City Council on July 13, 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: Legion Construction and Development, LLC
Attn: John Smales
427 Wong Way
Spring Creek, NV 89815

City of Elko – File

Shanks Enterprises Inc.

RECEIVED

MAY 25 2021

May 25, 2021

City of Elko
1751 College Avenue
Elko, Nevada 89801

RE: Jarbidge Estates Subdivision – N. 5th Street
Final Plat Submittal

To whom this may concern,

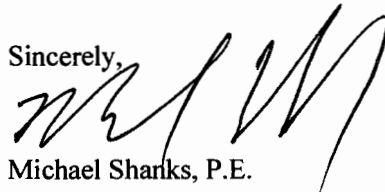
Please see the enclosed documents in regard to the Final Plat Submittal for the Jarbidge Estates Subdivision on N. 5th Street.

- 1) Application for Final Plat Approval
- 2) Final Plat
- 3) Final Plat Lot Calculations
- 4) Jarbidge Estates – Town home Subdivision Site Construction Drawings
- 5) Supplementary Drawings
 - a. SWPP
 - b. Town Home Elevations
 - c. Town Home Floor Plan
- 6) Engineering Estimate of Public Improvements
- 7) Jarbidge Estates Hydrology Report
- 8) Jarbidge Estates Geotechnical Investigation Report
- 9) Declaration of Covenants, Conditions, and Restrictions for Jarbidge Estates
- 10) SWPP Package

An electronic submittal of the above items was also sent via email.

Please do not hesitate to call or email us with any questions.

Sincerely,



Michael Shanks, P.E.
Shanks Enterprises



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

(775) 777-7160 * (775) 777-7219 fax **RECEIVED**

MAY 25 2021

APPLICATION FOR FINAL PLAT APPROVAL

APPLICANT(s):	Legion Construction and Development LLC		
MAILING ADDRESS:	427 Wong Way, Spring Cr., NV 89815		
PHONE NO (Home)	775-778-1539	(Business)	
NAME OF PROPERTY OWNER (If different):			
(Property owner consent in writing must be provided)			
MAILING ADDRESS:			
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):			
ASSESSOR'S PARCEL NO.:	001-610-093	Address	
Lot(s), Block(s), & Subdivision			
Or Parcel(s) & File No.			
PROJECT DESCRIPTION OR PURPOSE:	18 lot single family residential town home subdivision		
APPLICANT'S REPRESENTATIVE OR ENGINEER:	Micheal Shanks		

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.

Final Plat Checklist as per Elko City Code 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 John Smales

(Please print or type)

Mailing Address

427 wongway

Street Address or P.O. Box

Springcreek, NV, 89815

City, State, Zip Code

Phone Number:

775-778-1539

Email address:

johns.builder@gmail.com

SIGNATURE: Smales

FOR OFFICE USE ONLY

File No.: 4-21 Date Filed: 5/25/21 Fee Paid: \$1,225 CC# 30116

18 lots + Common area = $19 \times \$25 = \475
 $+750$
\$1,225

Parcel Map Check Report

Client:

Jarbidge Townhouse

Prepared by:

Civil 3d

Apex Surveying LLC

Date: 6/7/2021 8:30:36 AM

Parcel Name: lot - Standard : 1

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 28,478,350.2753'

East: 599,693.5244'

Segment# 1: Line

Course: N87° 40' 54.46"W

Length: 27.180'

North: 28,478,351.3747'

East: 599,666.3667'

Segment# 2: Line

Course: N2° 19' 05.54"E

Length: 77.000'

North: 28,478,428.3117'

East: 599,669.4813'

Segment# 3: Line

Course: S87° 40' 54.46"E

Length: 27.180'

North: 28,478,427.2123'

East: 599,696.6390'

Segment# 4: Line

Course: S2° 19' 05.54"W

Length: 77.000'

North: 28,478,350.2753'

East: 599,693.5244'

Perimeter: 208.360'

Area: 2,092.86Sq.Ft.

Error Closure: 0.0000

Course: N0° 00' 00.00"E

Error North: 0.00000

East: 0.00000

Precision 1: 208,360,000.000

Parcel Name: lot - Standard : 10

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 28,478,236.9169'

East: 599,857.0007'

Segment# 1: Line

Course: N47° 07' 28.00"W

Length: 77.000'

North: 28,478,289.3084'

East: 599,800.5725'

Segment# 2: Line

Course: N42° 52' 32.00"E

Length: 27.375'

North: 28,478,309.3697'

East: 599,819.1987'

Segment# 3: Line

Course: S47° 07' 28.00"E

Length: 77.000'

North: 28,478,256.9782'

East: 599,875.6269'

Segment# 4: Line

Course: S42° 52' 32.00"W

Length: 27.375'

North: 28,478,236.9169'

East: 599,857.0007'

Perimeter: 208.750'

Area: 2,107.87Sq.Ft.

Error Closure: 0.0000

Course: N0° 00' 00.00"E

Error North: 0.00000

East: 0.00000

Precision 1: 208,750,000.000

Parcel Name: lot - Standard : 11

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 28,478,216.9985' East: 599,838.5072'

Segment# 1: Line

Course: N47° 07' 28.00"W Length: 77.000'

North: 28,478,269.3899' East: 599,782.0790'

Segment# 2: Line

Course: N42° 52' 32.00"E Length: 27.180'

North: 28,478,289.3084' East: 599,800.5725'

Segment# 3: Line

Course: S47° 07' 28.00"E Length: 77.000'

North: 28,478,236.9169' East: 599,857.0007'

Segment# 4: Line

Course: S42° 52' 32.00"W Length: 27.180'

North: 28,478,216.9985' East: 599,838.5072'

Perimeter: 208.360'

Area: 2,092.86Sq.Ft.

Error Closure: 0.0000

Course: N0° 00' 00.00"E

Error North: 0.00000

East: 0.00000

Precision 1: 208,360,000.000

Parcel Name: lot - Standard : 12

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 28,478,173.3520' East: 599,797.9830'

Segment# 1: Line

Course: N47° 07' 28.00"W Length: 77.000'

North: 28,478,225.7434' East: 599,741.5549'

Segment# 2: Line

Course: N42° 52' 32.00"E Length: 27.180'

North: 28,478,245.6618' East: 599,760.0484'

Segment# 3: Line

Course: S47° 07' 28.00"E Length: 77.000'

North: 28,478,193.2704' East: 599,816.4765'

Segment# 4: Line

Course: S42° 52' 32.00"W Length: 27.180'

North: 28,478,173.3520' East: 599,797.9830'

Perimeter: 208.360'

Area: 2,092.86Sq.Ft.

Error Closure: 0.0000

Course: N0° 00' 00.00"E

Error North: 0.00000

East: 0.00000

Precision 1: 208,360,000.000

Parcel Name: lot - Standard : 13

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 28,478,153.3090' East: 599,779.3739'

Segment# 1: Line

Course: N47° 07' 28.00"W Length: 77.000'
North: 28,478,205.7004' East: 599,722.9457'

Segment# 2: Line

Course: N42° 52' 32.00"E Length: 27.350'
North: 28,478,225.7434' East: 599,741.5549'

Segment# 3: Line

Course: S47° 07' 28.00"E Length: 77.000'
North: 28,478,173.3520' East: 599,797.9830'

Segment# 4: Line

Course: S42° 52' 32.00"W Length: 27.350'
North: 28,478,153.3090' East: 599,779.3739'

Perimeter: 208.700' Area: 2,105.95Sq.Ft.
Error Closure: 0.0000 Course: N0° 00' 00.00"E
Error North: 0.00000 East: 0.00000

Precision 1: 208,700,000.000

Parcel Name: lot - Standard : 14

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 28,478,133.2660' East: 599,760.7647'

Segment# 1: Line

Course: N47° 07' 28.00"W Length: 77.000'
North: 28,478,185.6574' East: 599,704.3365'

Segment# 2: Line

Course: N42° 52' 32.00"E Length: 27.350'
North: 28,478,205.7004' East: 599,722.9457'

Segment# 3: Line

Course: S47° 07' 28.00"E Length: 77.000'
North: 28,478,153.3090' East: 599,779.3739'

Segment# 4: Line

Course: S42° 52' 32.00"W Length: 27.350'
North: 28,478,133.2660' East: 599,760.7647'

Perimeter: 208.700' Area: 2,105.95Sq.Ft.
Error Closure: 0.0000 Course: N0° 00' 00.00"E
Error North: 0.00000 East: 0.00000

Precision 1: 208,700,000.000

Parcel Name: lot - Standard : 15

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 28,478,113.3476' East: 599,742.2712'

Segment# 1: Line

Course: N47° 07' 28.00"W Length: 77.000'
North: 28,478,165.7390' East: 599,685.8430'

Segment# 2: Line

Course: N42° 52' 32.00"E Length: 27.180'
North: 28,478,185.6574' East: 599,704.3365'

Segment# 3: Line
Course: S47° 07' 28.00"E Length: 77.000'
North: 28,478,133.2660' East: 599,760.7647'

Segment# 4: Line
Course: S42° 52' 32.00"W Length: 27.180'
North: 28,478,113.3476' East: 599,742.2712'

Perimeter: 208.360' Area: 2,092.86Sq.Ft.
Error Closure: 0.0000 Course: N0° 00' 00.00"E
Error North: 0.00000 East: 0.00000

Precision 1: 208,360,000.000

Parcel Name: lot - Standard : 16

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 28,478,242.5279' East: 599,713.4725'

Segment# 1: Line
Course: N47° 07' 28.00"W Length: 77.000'
North: 28,478,294.9193' East: 599,657.0443'

Segment# 2: Line
Course: N42° 52' 32.00"E Length: 27.180'
North: 28,478,314.8377' East: 599,675.5378'

Segment# 3: Line
Course: S47° 07' 28.00"E Length: 77.000'
North: 28,478,262.4463' East: 599,731.9659'

Segment# 4: Line
Course: S42° 52' 32.00"W Length: 27.180'
North: 28,478,242.5279' East: 599,713.4725'

Perimeter: 208.360' Area: 2,092.86Sq.Ft.
Error Closure: 0.0000 Course: N0° 00' 00.00"E
Error North: 0.00000 East: 0.00000

Precision 1: 208,360,000.000

Parcel Name: lot - Standard : 17

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 28,478,222.4849' East: 599,694.8633'

Segment# 1: Line
Course: N47° 07' 28.00"W Length: 77.000'
North: 28,478,274.8763' East: 599,638.4351'

Segment# 2: Line
Course: N42° 52' 32.00"E Length: 27.350'
North: 28,478,294.9193' East: 599,657.0443'

Segment# 3: Line
Course: S47° 07' 28.00"E Length: 77.000'
North: 28,478,242.5279' East: 599,713.4725'

Segment# 4: Line
Course: S42° 52' 32.00"W Length: 27.350'
North: 28,478,222.4849' East: 599,694.8633'

Perimeter: 208.700' Area: 2,105.95Sq.Ft.
Error Closure: 0.0000 Course: N0° 00' 00.00"E
Error North: 0.00000 East: 0.00000

Precision 1: 208,700,000.000

Parcel Name: lot - Standard : 18

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 28,478,202.1121' East: 599,675.9479'

Segment# 1: Line

Course: N47° 07' 28.00"W Length: 77.000'

North: 28,478,254.5036' East: 599,619.5198'

Segment# 2: Line

Course: N42° 52' 32.00"E Length: 27.800'

North: 28,478,274.8763' East: 599,638.4351'

Segment# 3: Line

Course: S47° 07' 28.00"E Length: 77.000'

North: 28,478,222.4849' East: 599,694.8633'

Segment# 4: Line

Course: S42° 52' 32.00"W Length: 27.800'

North: 28,478,202.1121' East: 599,675.9479'

Perimeter: 209.600' Area: 2,140.60Sq.Ft.

Error Closure: 0.0000 Course: N0° 00' 00.00"E

Error North: 0.00000 East: 0.00000

Precision 1: 209,600,000.000

Parcel Name: lot - Standard : 19

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 28,478,288.5915' East: 599,548.0601'

Segment# 1: Line

Course: N50° 03' 00.01"E Length: 126.459'

North: 28,478,369.7932' East: 599,645.0042'

Segment# 2: Line

Course: N8° 33' 25.00"W Length: 85.610'

North: 28,478,454.4502' East: 599,632.2661'

Segment# 3: Line

Course: S84° 27' 44.00"E Length: 405.880'

North: 28,478,415.2820' East: 600,036.2517'

Segment# 4: Line

Course: S42° 52' 32.00"W Length: 472.410'

North: 28,478,069.0842' East: 599,714.8201'

Segment# 5: Line

Course: N36° 01' 25.00"W Length: 107.150'

North: 28,478,155.7445' East: 599,651.8032'

Segment# 6: Curve

Length: 168.589' Radius: 2,460.000'

Delta: 3°55'36" Tangent: 84.327'

Chord: 168.556'	Course: N37° 59' 12.86"W
Course In: S53° 58' 35.00"W	Course Out: N50° 02' 59.27"E
RP North: 28,476,708.9727'	East: 597,662.2174'
End North: 28,478,288.5918'	East: 599,548.0603'

Perimeter: 3,290.314'	Area: 56,075.08Sq.Ft.
Error Closure: 0.0004	Course: N41° 47' 30.83"E
Error North: 0.00029	East: 0.00026

Precision 1: 3,415,245.000

Parcel Name: lot - Standard : 2

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 28,478,349.1690'	East: 599,720.8520'
-------------------------	---------------------

Segment# 1: Line

Course: N87° 40' 54.46"W	Length: 27.350'
North: 28,478,350.2753'	East: 599,693.5244'

Segment# 2: Line

Course: N2° 19' 05.54"E	Length: 77.000'
North: 28,478,427.2123'	East: 599,696.6390'

Segment# 3: Line

Course: S87° 40' 54.46"E	Length: 27.350'
North: 28,478,426.1060'	East: 599,723.9666'

Segment# 4: Line

Course: S2° 19' 05.54"W	Length: 77.000'
North: 28,478,349.1690'	East: 599,720.8520'

Perimeter: 208.700'	Area: 2,105.95Sq.Ft.
Error Closure: 0.0000	Course: N0° 00' 00.00"E
Error North: 0.00000	East: 0.00000

Precision 1: 208,700,000.000

Parcel Name: lot - Standard : 3

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 28,478,349.1690'	East: 599,720.8520'
-------------------------	---------------------

Segment# 1: Line

Course: N2° 19' 05.54"E	Length: 77.000'
North: 28,478,426.1060'	East: 599,723.9666'

Segment# 2: Line

Course: S87° 40' 54.46"E	Length: 27.180'
North: 28,478,425.0066'	East: 599,751.1244'

Segment# 3: Line

Course: S2° 19' 05.54"W	Length: 77.000'
North: 28,478,348.0696'	East: 599,748.0098'

Segment# 4: Line

Course: N87° 40' 54.46"W	Length: 27.180'
North: 28,478,349.1690'	East: 599,720.8520'

Perimeter: 208.360'	Area: 2,092.86Sq.Ft.
Error Closure: 0.0000	Course: N0° 00' 00.00"E

Error North : 0.00000

East: 0.00000

Precision 1: 208,360,000.000

Parcel Name: lot - Standard : 4

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 28,478,346.5657'

East: 599,785.1594'

Segment# 1: Line

Course: N87° 40' 54.46"W

Length: 27.180'

North: 28,478,347.6651'

East: 599,758.0016'

Segment# 2: Line

Course: N2° 19' 05.54"E

Length: 77.000'

North: 28,478,424.6021'

East: 599,761.1162'

Segment# 3: Line

Course: S87° 40' 54.46"E

Length: 27.180'

North: 28,478,423.5027'

East: 599,788.2740'

Segment# 4: Line

Course: S2° 19' 05.54"W

Length: 77.000'

North: 28,478,346.5657'

East: 599,785.1594'

Perimeter: 208.360'

Area: 2,092.86Sq.Ft.

Error Closure: 0.0000

Course: N0° 00' 00.00"E

Error North : 0.00000

East: 0.00000

Precision 1: 208,360,000.000

Parcel Name: lot - Standard : 5

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 28,478,346.5657'

East: 599,785.1594'

Segment# 1: Line

Course: N2° 19' 05.54"E

Length: 77.000'

North: 28,478,423.5027'

East: 599,788.2740'

Segment# 2: Line

Course: S87° 40' 54.46"E

Length: 27.180'

North: 28,478,422.4033'

East: 599,815.4317'

Segment# 3: Line

Course: S2° 19' 05.54"W

Length: 77.000'

North: 28,478,345.4663'

East: 599,812.3171'

Segment# 4: Line

Course: N87° 40' 54.46"W

Length: 27.180'

North: 28,478,346.5657'

East: 599,785.1594'

Perimeter: 208.360'

Area: 2,092.86Sq.Ft.

Error Closure: 0.0000

Course: N0° 00' 00.00"E

Error North : 0.00000

East: 0.00000

Precision 1: 208,360,000.000

Parcel Name: lot - Standard : 6

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 28,478,343.9624'

East: 599,849.4667'

Segment# 1: Line

Course: N87° 40' 54.46"W

Length: 27.180'

North: 28,478,345.0618'

East: 599,822.3089'

Segment# 2: Line

Course: N2° 19' 05.54"E

Length: 77.000'

North: 28,478,421.9988'

East: 599,825.4235'

Segment# 3: Line

Course: S87° 40' 54.46"E

Length: 27.180'

North: 28,478,420.8994'

East: 599,852.5813'

Segment# 4: Line

Course: S2° 19' 05.54"W

Length: 77.000'

North: 28,478,343.9624'

East: 599,849.4667'

Perimeter: 208.360'

Area: 2,092.86Sq.Ft.

Error Closure: 0.0000

Course: N0° 00' 00.00"E

Error North: 0.00000

East: 0.00000

Precision 1: 208,360,000.000

Parcel Name: lot - Standard : 7

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 28,478,342.8561'

East: 599,876.7943'

Segment# 1: Line

Course: N87° 40' 54.46"W

Length: 27.350'

North: 28,478,343.9624'

East: 599,849.4667'

Segment# 2: Line

Course: N2° 19' 05.54"E

Length: 77.000'

North: 28,478,420.8994'

East: 599,852.5813'

Segment# 3: Line

Course: S87° 40' 54.46"E

Length: 27.350'

North: 28,478,419.7931'

East: 599,879.9089'

Segment# 4: Line

Course: S2° 19' 05.54"W

Length: 77.000'

North: 28,478,342.8561'

East: 599,876.7943'

Perimeter: 208.700'

Area: 2,105.95Sq.Ft.

Error Closure: 0.0000

Course: N0° 00' 00.00"E

Error North: 0.00000

East: 0.00000

Precision 1: 208,700,000.000

Parcel Name: lot - Standard : 8

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 28,478,342.8561'

East: 599,876.7943'

Segment# 1: Line

Course: N2° 19' 05.54"E

Length: 77.000'

North: 28,478,419.7931'

East: 599,879.9089'

Segment# 2: Line
Course: S85° 42' 37.07"E Length: 27.196'
North: 28,478,417.7588' East: 599,907.0287'

Segment# 3: Line
Course: S2° 19' 05.54"W Length: 76.064'
North: 28,478,341.7571' East: 599,903.9520'

Segment# 4: Line
Course: N87° 40' 54.46"W Length: 27.180'
North: 28,478,342.8565' East: 599,876.7942'

Perimeter: 207.440' Area: 2,080.15Sq.Ft.
Error Closure: 0.0004 Course: N11° 40' 37.80"W
Error North: 0.00040 East: -0.00008

Precision 1: 518,600.000

Parcel Name: lot - Standard : 9

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 28,478,256.9782' East: 599,875.6269'

Segment# 1: Line
Course: N47° 07' 28.00"W Length: 77.000'
North: 28,478,309.3697' East: 599,819.1987'

Segment# 2: Line
Course: N42° 52' 32.00"E Length: 10.252'
North: 28,478,316.8827' East: 599,826.1742'

Segment# 3: Line
Course: S87° 40' 54.46"E Length: 26.035'
North: 28,478,315.8296' East: 599,852.1879'

Segment# 4: Line
Course: S47° 07' 28.00"E Length: 23.310'
North: 28,478,299.9693' East: 599,869.2703'

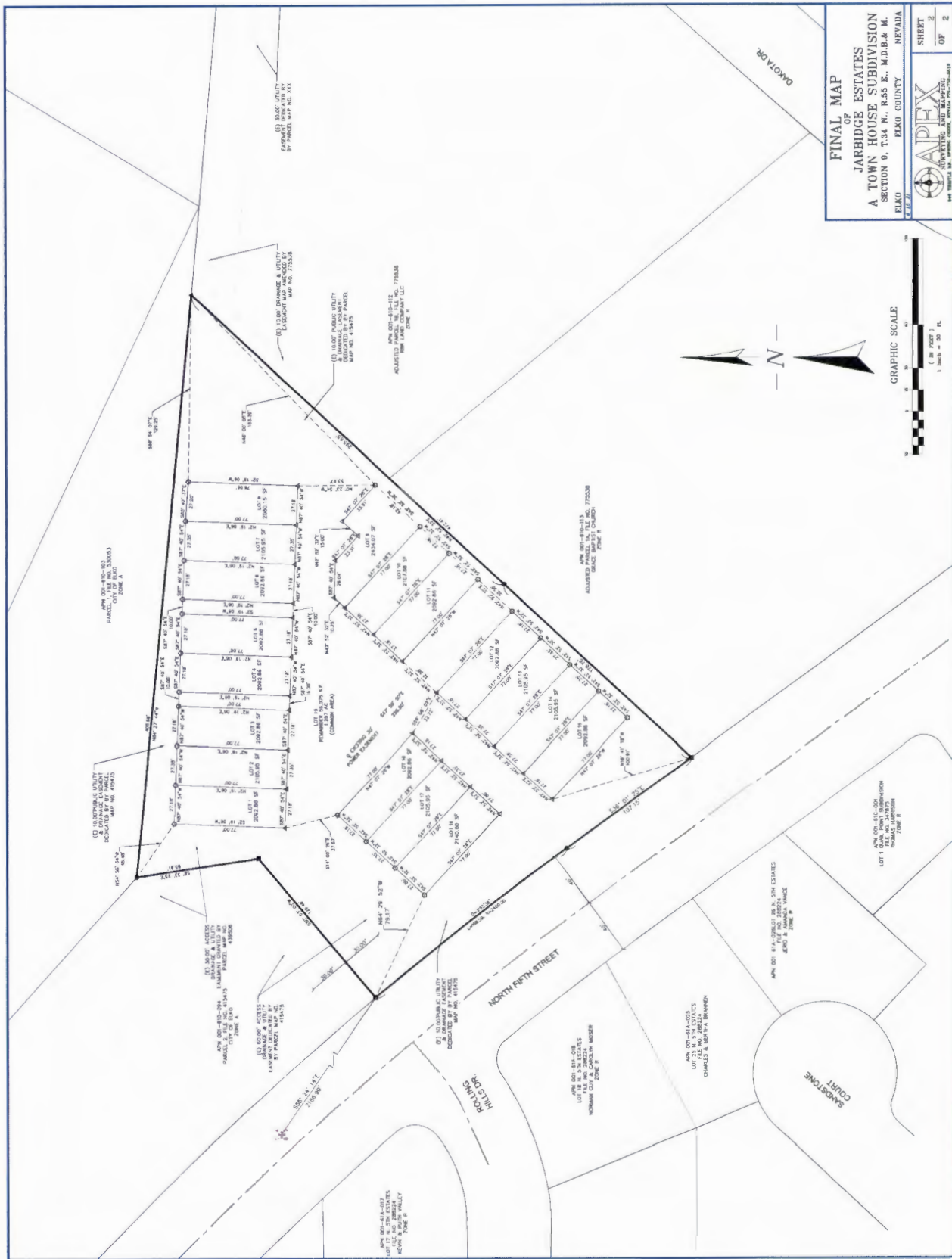
Segment# 5: Line
Course: N42° 52' 32.00"E Length: 15.000'
North: 28,478,310.9618' East: 599,879.4764'

Segment# 6: Line
Course: S47° 07' 28.00"E Length: 33.909'
North: 28,478,287.8898' East: 599,904.3261'

Segment# 7: Line
Course: S42° 52' 32.00"W Length: 42.180'
North: 28,478,256.9789' East: 599,875.6264'

Perimeter: 227.686' Area: 2,434.07Sq.Ft.
Error Closure: 0.0008 Course: N33° 21' 42.66"W
Error North: 0.00066 East: -0.00043

Precision 1: 284,607.500



JARBIDGE ESTATES
TOWN HOME SUBDIVISION
SITE CONSTRUCTION DRAWINGS

[illegible]

31. ALL UTILITY TRENCHES SHALL CONFORM TO CITY OF ELAVO AND LOCAL UTILITY COMPANIES SPECIFICATIONS. CONTRACTOR TO COORDINATE INSTALLATION OF ALL UTILITIES AND LOCAL UTILITY PROVIDER SPECIFICATIONS.

32. EXHUMATION AND BACKFILL SHALL BE AS SPECIFIED FOR "TRENCH AND BACKFILL" IN SECTIONS 300.00 OF THE "STANDARD SPECIFICATIONS".

33. SOIL FOUNDATIONS FOR SLOPE OR WATER PIPE SHALL BE FREE OF SOIL, STUMPS, STONES, OR ANY OTHER ORGANIC OR DESTRUCTIVE MATERIALS.

34. UPON INSTALLATION OF ALL UNDERGROUND PIPE, THE REVEALING AREA SHALL BE SHAVED TO PRESENT CONTINUOUS CONTACT OF THE EXISTING SURFACE. THE REVEALING AREA SHALL BE FREE OF ALL DEBRIS AND SHALL BE REPAIRED TO PRESENT THOROUGH COMPACTION.

35. TELEPHONE, TV, AND ELECTRIC SHALL BE BY THE RESPECTIVE UTILITY COMPANIES AS SHOWN ON THE PLANS OF AGENCIES ON THE UTILITY SHEET. GAS, ELECTRIC, AND TELEPHONE SHOWN ON THESE PLANS ARE FIRST GENERAL ANNOUINCERS ONLY.

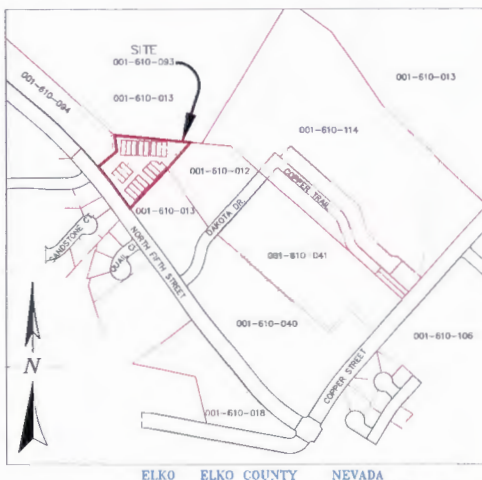
36. ABANDON ALL EXISTING UTILITY STRUCTURES TO FINISHED GRADE.

[illegible][illegible]

APPROVED
City of Elko Fire Department
Janae Marvel

Planning Department
Approved
06/17/2021

APPROVED
ENGINEERING DEPARTMENT
06/17/2021 *Robert H. Smith*



VICINITY MAP
SCALE: 1" = 300'

DESCRIPTION	COMPANY	CONTACT	ADDRESS	PHONE
PROJECT OWNER	LEGION CONST. AND DEVEL. LLC	JOHN SMALES	427 WONG WAY SPRING CR., NV 89815	(775) 778-1530
CIVIL ENGINEER	SHANKS ENTERPRISES	MICHAEL SHANKS	902 WOLF CR. DR. SPRING CR., NV 89815	(775) 934-9356

JARBIDGE ESTATES		CITY ENGINEER:	BOB THIBEAULT P.E.	775-777-7214
PROPERTY OWNER:	LEGION CONST. AND DEVEL. LLC	PUBLIC WORKS DIRECTOR:	DENNIS STRICKLAND	775-777-7261
PROJECT ADDRESS:	MO 463000000	UTILITY DIRECTOR:	DALE JOHNSON	775-777-7271
EX. ZONING:	RL	<h2 style="text-align: center;">UTILITY CONTACTS</h2>		
PROPOSED ZONING:	RL			
PERM. #:	1515-010-0013			
PARCEL NO.:	1			
AREA:	2.16	FRONTIER COMA	PHONE/INTERNET:	775-753-0770
		SOUTH WEST GAS	GAS	775-753-0199
		HY ENERGY	ELECTRICAL	775-636-0832
		ELKO TV DIRECT		775-776-0561

FRONTIER COMM.	PHONE/INTERNET	775-738-0775
SOUTH WEST GAS	GAS	775-753-5199
NV ENERGY	ELECTRICAL	775-434-2832
FLIXO TV DIRECT		775-778-0561

 STREET MONUMENT
 PROPERTY CORNER FOUND
 PROPERTY CORNER, TO BE SET
 CALC POINT, NOTHING SET
 1/4 CORNER
 SECTION CORNER
 CONTROL POINT & VERTICAL GRADE BREAK
 BENCH MARK
 TRAFFIC FLOW DIRECTION
 SINGLE CONSTRUCTION SIGN
 DOUBLE CONSTRUCTION SIGN

AC ASPHALTIC CONCRETE / ACRES
 BEGIN CURVE
 BEGIN FINISH GRADE
 BENCH MARK
 BEGIN OF FOOTING ELEVATION
 TOP BACK OF SIDEWALK
 BEGIN VERTICAL CURVE
 BEGIN VERTICAL CURVE ELEVATION
 BEGIN VERTICAL CURVE STATION
 CATCH BASIN
 CREST ELEVATION
 CATCH BASIN
 CURB AND GUTTER
 CHORD
 CENTERLINE
 CONTOUR INTERVAL
 CENTERLINE
 CORRUGATED METAL PIPE
 C/P INLET
 CURB YARDS
 C/P INLET
 DUCTILE IRON PIPE
 ELEVATION
 ELECTRICAL UNDERGROUND
 END CURVE
 EXISTING GRADE
 ELEVATION
 EXISTING GRADE
 ELEVATION
 TOP OF PAVEMENT / FAD
 BEGIN VERTICAL CURVE
 END VERTICAL CURVE ELEVATION
 END VERTICAL CURVE STATION
 EXISTING
 FINISHED FLOOR
 FRONT FACE OF CURB
 FINISHED GRADE
 FIRE HYDRANT
 FLOW LINE
 FLOW CONTROL VALVE
 G
 G
 GRADE BREAK
 GUTTERLINE
 GATE VALVE
 HORIZONTAL
 INSIDE DIAMETER
 ID
 INTERSECTION
 INVERT
 INVERT ELEVATION
 INVERT
 LEFT
 RIGHT
 IN FEET
 MANHOLE
 MIN
 MINOR DIAMETER
 PUMP
 POINT OF HORIZONTAL CURVE
 POINT OF TANGENT CURVE
 PRESSURE CONTROL VALVE
 POINT OF INTERSECTION
 PROPERTY LINE
 POINT ON CURVE
 POINT OF TANGENT
 POINT OF TANGENT
 POINT OF TANGENT
 POINT OF REVERSE CURVE
 PRESSURE REDUCING VALVE
 POINT OF VERTICAL INTERSECTION
 PRESSURE CONTROL VALVE
 RADIUS
 REINFORCED CONCRETE PIPE
 REF
 REFERENCE
 R/W
 R/W
 RIGHT-OF-WAY
 SIDEWALK
 SQUARE FEET
 SF
 SHEET
 SANITARY SEWER
 STATION
 STATION
 TANGENT
 TELEPHONE
 TOP
 TOP BACK OF CURB
 TOP OF CURB OR CONCRETE
 THICKENED EDGE
 TOP OF FOUNDATION
 TOP OF WALL
 TOP OF PAVEMENT
 TOP OF SIDEWALK
 TV CABLE
 TV
 VERTICAL CURVE
 VERTICAL
 VALVE / GUTTER

2.1.1..... TITLE SHEET
2.2.1..... SITE PLAN
2.3.2..... HORIZONTAL CONTROL PLAN
2.3.3..... UTILITY PLAN
2.3.4..... PLAN & PROFILE - ALIGN 1
2.3.5..... PLAN & PROFILE - ALIGN 2
2.3.6..... PLAN & PROFILE - ALIGN SS
2.3.7..... PLAN & PROFILE - ALIGN NORTH FIFTH STREET
2.4.1..... GRADING & DRAINAGE PLAN
2.5.1..... DETAILS - ROAD SECTIONS
2.5.2..... DETAILS - UTILITIES
2.5.3..... DETAILS - UTILITIES
2.5.4..... DETAILS - UTILITIES
2.5.5..... DETAILS - UTILITIES

[illegible]

Shanks Enterprises
982 WOLF CR. DR.
SPRING CREEK, NEVADA 89815
775-934-9356
shanksend@gmail.com

Item	SYMBOL	IN	DATE
A	ISSUE FOR REVIEW	MES	5/24/71
B	CONNECTIONS MADE TO NOTES AND CONTACT INFO	MES	6/7/71
C	REWARD	MES	5/24/71
D	24-44444	MES	5/24/71
E	100-79011	MES	5/24/71
F	100-79011	MES	5/24/71


PREPARED FOR
LEGION CONS. AND DEVEL., LLC
427 WONG WAY
SPRING CREEK, NEVADA

APR 26 2012

2002160

SCALE AS SHOWN

PROD BY T. No. 210740

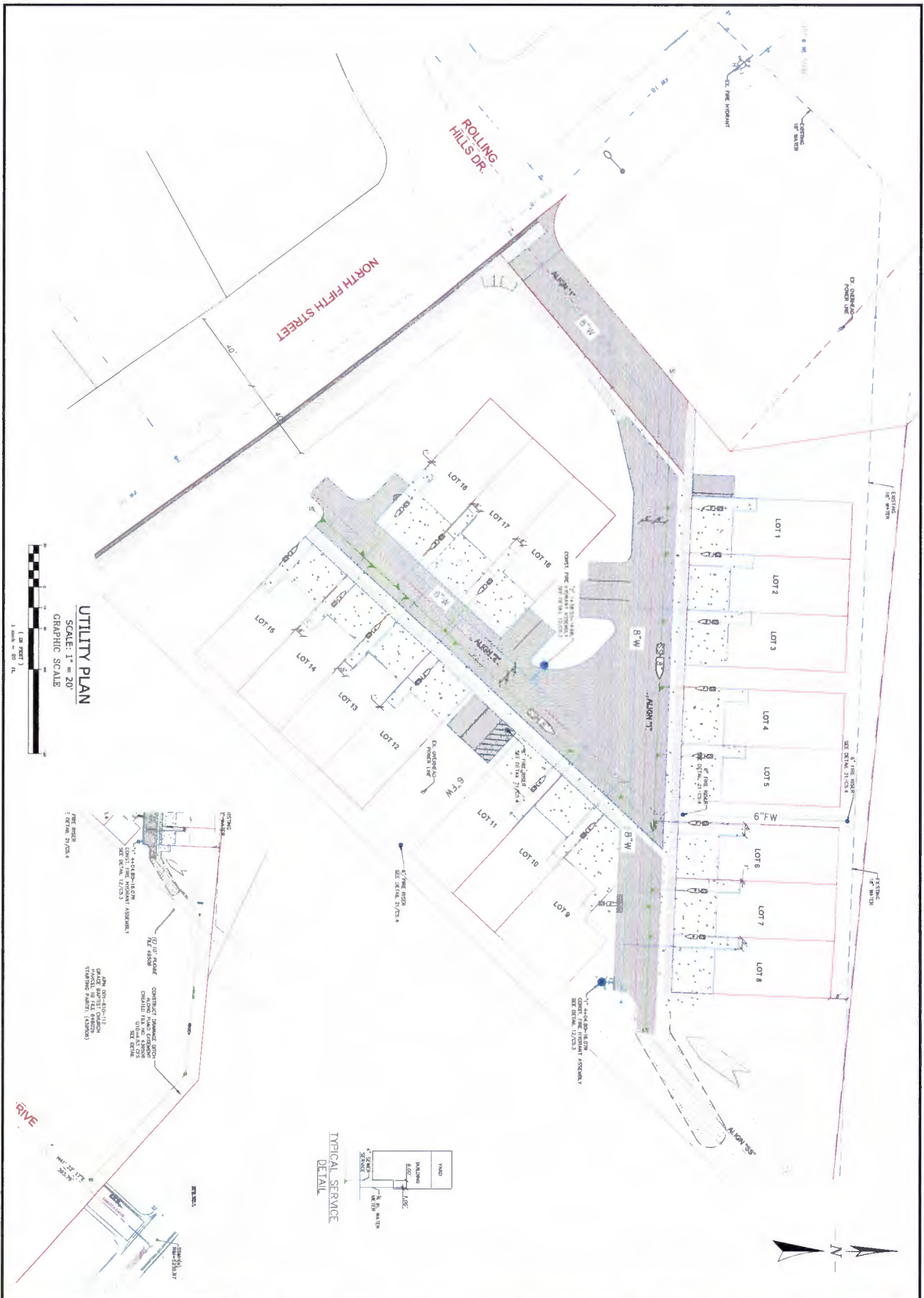


JARBIDGE ESTATES
TOWN HOME SUBDIVISION
SITE CONSTRUCTION DRAWINGS
TITLE SHEET

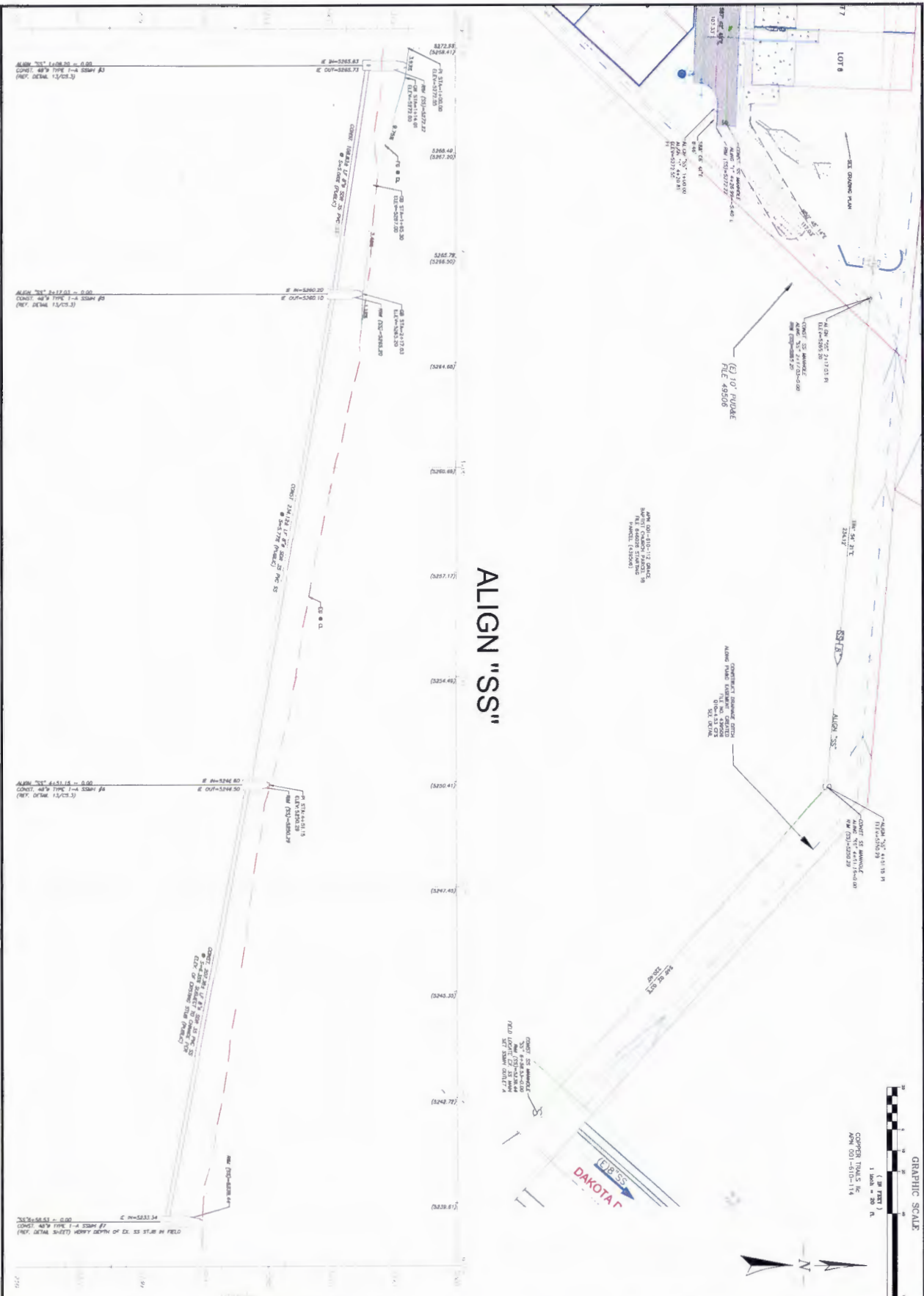


JARBIDGE ESTATES TOWN HOME SUBDIVISION SITE CONSTRUCTION DRAWINGS SITE PLAN		PREPARED FOR: LEGION CONS. AND DEVL., LLC 427 WONG WAY SPRING CREEK, NEVADA DRAWING NO.: 2002160 PROJECT NO.: 2102160 DRAWING NAME: TOWNHOME SUB		SHEET NO.: C2.1 TOTAL SHEETS: 1	
DATE: 5/24/21 DESIGNED: MES DRAWN: MES CHECKED: MES APPROVED: MES		DATE: 5/24/21 DESIGNED: MES DRAWN: MES CHECKED: MES APPROVED: MES		PREPARED BY: Shanks Enterprises 882 WOLF CR. DR. SPRING CREEK, NEVADA 89815 775-934-9356 shankseng@gmail.com	





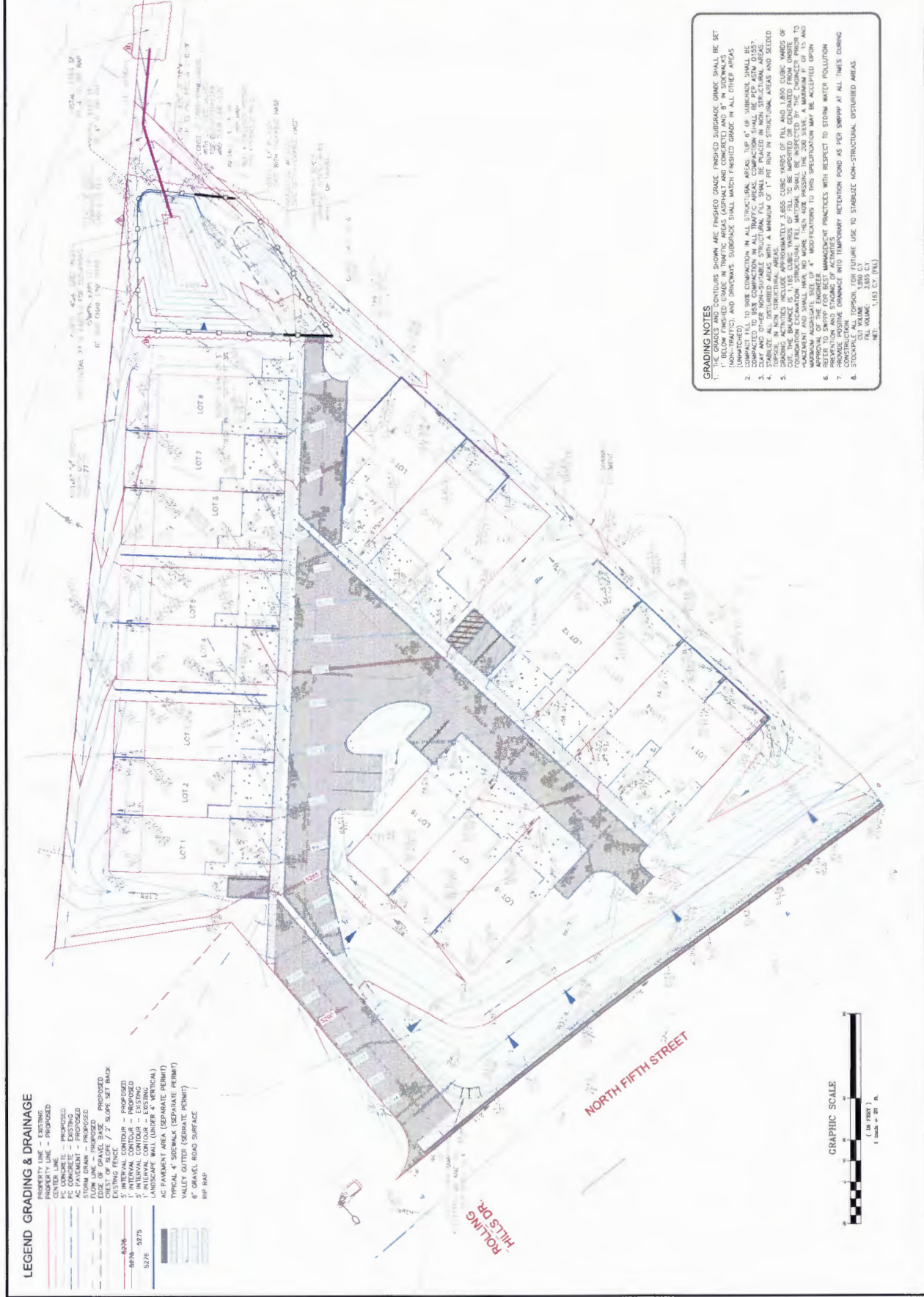
<p>TITLE</p> <p>JARBIDGE ESTATES TOWN HOME SUBDIVISION SITE CONSTRUCTION DRAWINGS UTILITY PLAN</p> <p>SHEET NO. C2.3</p>	<p>PREPARED FOR</p> <p>LEGION CONS. AND DEVEL., LLC 427 WONG WAY SPRING CREEK, NEVADA</p> <p>DRAWN BY</p> <p>2002160</p> <p>SCALE</p> <p>AS SHOWN</p> <p>PROJ. E.C.T. NO.</p> <p>720740</p> <p>DRAWING NAME</p> <p>NEIGH TOWN HOME SUB</p>	<p>DESIGNED BY</p> <p>MES</p> <p>5/24/21</p> <p>DATE</p> <p>6/7/21</p> <p>ISSUE FOR REVIEW</p> <p>NO CONNECTIONS ON THIS SHEET</p> <p>DESIGNED BY</p> <p>MES</p> <p>5/24/21</p> <p>DATE</p> <p>6/7/21</p> <p>APPROVED BY</p> <p>MES</p> <p>5/24/21</p> <p>DATE</p> <p>6/7/21</p>	<p>PREPARED BY</p> <p>Shanks Enterprises</p> <p>982 WOLF CR. DR. SPRING CREEK, NEVADA 89015 775-934-9356 shankseng@gmail.com</p> <p>EXPIRES</p> <p>6/30/22</p>
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JARBIDGE ESTATES TOWN HOME SUBDIVISION SITE CONSTRUCTION DRAWINGS PLAN & PROFILE ALIGN "SS"		PREPARED FOR: LEGION CONS. AND DEVEL., LLC 420 WONG WAY SPRING CREEK, NEVADA		DRAWN BY: AS SHOWN 2002160		CHECKED BY: AS SHOWN 2002160		APPROVED BY: AS SHOWN 2002160		DATE: 6/7/21	
SHEET NO. C3.3		DRAWING NAME ALIGH "SS"		DRAWING NO. 2002160		DRAWING DATE 6/7/21		DRAWING BY AS SHOWN		DRAWING CHECKED AS SHOWN	
PREPARED BY Shanks Enterprises		PROJECT NO. 882 WOLF CR. DR. SPRING CREEK, NEVADA 89815 775-934-9356 shankseng@gmail.com		DATE 6/7/21		DRAWN BY AS SHOWN		CHECKED BY AS SHOWN		APPROVED BY AS SHOWN	



JARBIDGE ESTATES TOWN HOME SUBDIVISION SITE CONSTRUCTION DRAWINGS PLAN & PROFILE NORTH FIFTH STREET		PREPARED FOR LEGION CONS. AND DEVEL., LLC 427 WING WAY SPRING CREEK, NEVADA		DRAWING NO. 2002160		SCALE AS SHOWN		PROJECT NAME 2002160		DRAWING NAME NORTH FIFTH STREET	
SHEET NO. C3.4		DATE 5/24/21		DESIGNED MES		CHECKED MES		APPROVED MES		PREPARED BY Shanks Enterprises 982 WOLF CR. DR. SPRING CREEK, NEVADA 89815 775-934-9356 shankseng@gmail.com	



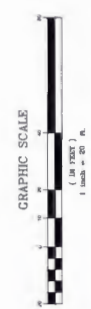
GRADING NOTES

1. THE GRADES AND CONTOURS SHOWN ARE FINISHED GRADE. FINISHED SURFACE GRADE SHALL BE SET TO MATCH EXISTING GRADE AT ALL EXISTING STRUCTURES AND UTILITIES.
2. UNMATCHED TO EXISTING GRADE IN ALL STRUCTURAL AREAS. TOP 4" OF SUBGRADE SHALL BE COMPACTED TO 95% COMPACTION IN ALL TRAFFIC AREAS. COMPACTION SHALL BE PER ASTM D1557.
3. CLAY AND OTHER NON-SATURABLE STRUCTURAL FILL SHALL BE PLACED IN NON-STRUCTURAL AREAS.
4. TOPSOIL IN NON-STRUCTURAL AREAS SHALL BE A MINIMUM OF 4" PER RUN IN STRUCTURAL AREAS AND 6" PER RUN IN NON-STRUCTURAL AREAS.
5. THE FINISHED GRADE SHALL BE SET TO MATCH EXISTING GRADE AT ALL EXISTING STRUCTURES AND UTILITIES.
6. THE FINISHED GRADE SHALL BE SET TO MATCH EXISTING GRADE AT ALL EXISTING STRUCTURES AND UTILITIES.
7. PREVENTION AND STORMWATER MANAGEMENT PRACTICES WITH RESPECT TO STORM WATER POLLUTION SHALL BE SET TO MATCH EXISTING PRACTICES.
8. CONSTRUCTION SHALL BE SET TO MATCH EXISTING PRACTICES.

NET VOLUME: 1,103 CY (FILL)

LEGEND GRADING & DRAINAGE

PROPERTY LINE - EXISTING	PROPERTY LINE - PROPOSED
5' INTERVAL CONTOUR - EXISTING	5' INTERVAL CONTOUR - PROPOSED
1' INTERVAL CONTOUR - EXISTING	1' INTERVAL CONTOUR - PROPOSED
LANDSCAPE WALL (UNDER 4" VERTICAL)	LANDSCAPE WALL (UNDER 4" VERTICAL)
AC PAVEMENT AREA (SEPARATE PERMIT)	AC PAVEMENT AREA (SEPARATE PERMIT)
VALLEY DITCHED (SEPARATE PERMIT)	VALLEY DITCHED (SEPARATE PERMIT)
8" GRAVEL ROAD SURFACE	8" GRAVEL ROAD SURFACE
8" GRAVEL ROAD SURFACE	8" GRAVEL ROAD SURFACE



6376	5276
5276	5276

TYPICAL ROAD SECTIONS

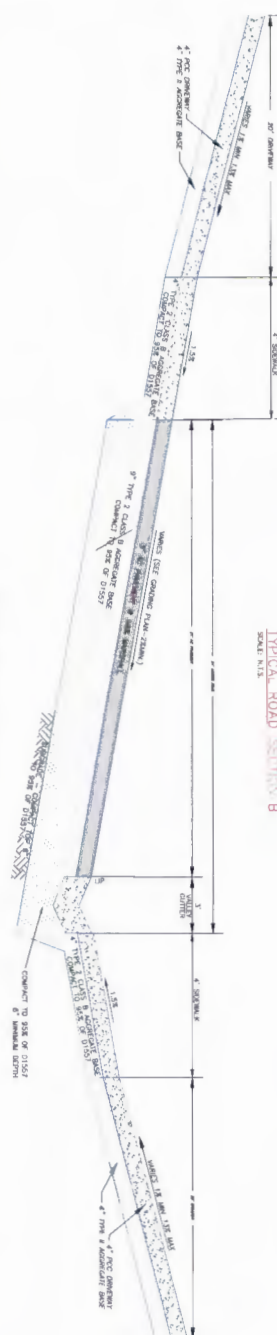
SECTION	TYPE	ALIGNMENT	STATIONING
A	1	17+20 TO 17+70	5100065
B	1	17+70 TO 18+10	5100065
C	2	0+00 TO 0+40	5100065
D	1	0+40 TO 0+80	5100065
		0+80 TO 1+40	5100065
		1+40 TO 1+80	5100065



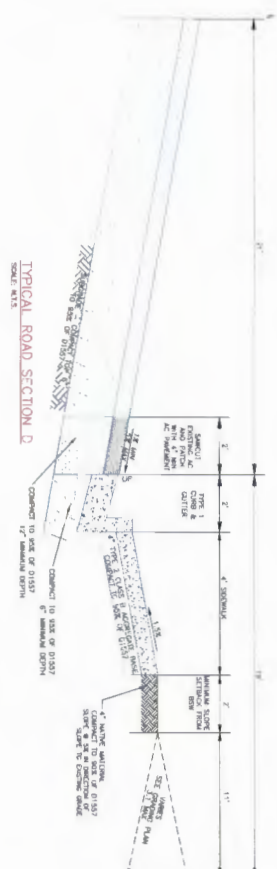
TYPICAL ROAD SECTION A
SCALE N.T.S.



TYPICAL ROAD SECTION B
SCALE N.T.S.

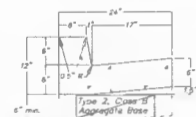


TYPICAL ROAD SECTION C
SCALE N.T.S.

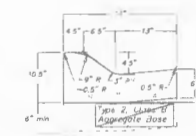


TYPICAL ROAD SECTION D
SCALE N.T.S.

<p>JARBIDGE ESTATES TOWN HOME SUBDIVISION SITE CONSTRUCTION DRAWINGS DETAILS - ROAD SECTIONS</p>	<p>PREPARED FOR LEGION CONS. AND DEVEL., LLC 427 WONG WAY SPRING CREEK, NEVADA</p>	<p>BY MES 5/24/21 MES 6/17/21</p>	<p>DATE 5/24/21 6/17/21</p>	<p>PREPARED BY Shanks Enterprises 982 WOLF CR. DR. SPRING CREEK, NEVADA 89815 775-934-9356 shankseng@gmail.com</p>	<p>EXPIRES: 6/30/22</p>
	<p>PROJECT NO. 2002100</p> <p>PROJECT NAME NATION TOWN HOME LOTS</p>	<p>DESIGNED BY MES 5/24/21</p> <p>CHECKED BY MES 5/24/21</p> <p>APPROVED BY MES 5/24/21</p>			



TYPE 2 CURB & GUTTER

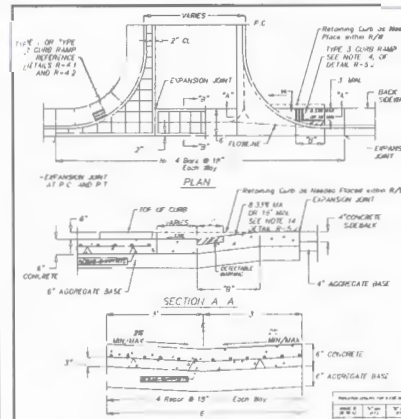


TYPE 1 CURB & GUTTER

1. CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 317.10 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. AGGREGATE BASE MATERIAL SHALL MEET THE REQUIREMENTS OF SECTIONS 302 & 306 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
3. ALL CONCRETE CURB AND GUTTER SHALL HAVE 1\"/>

NO.	REVISION	DATE	STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION	SECTION
1	1	10/1/14	TYPE 2 CURB & GUTTER	SECTION 317.10
2	2	10/1/14	TYPE 1 CURB & GUTTER	SECTION 317.10

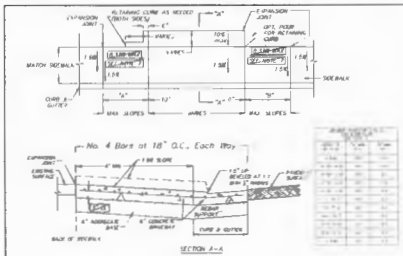
CITY OF ELKO, NEVADA



TYPE 3 CURB RAMP

NO.	REVISION	DATE	STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION	SECTION
1	1	10/1/14	TYPE 3 CURB RAMP	SECTION 317.10

CITY OF ELKO, NEVADA



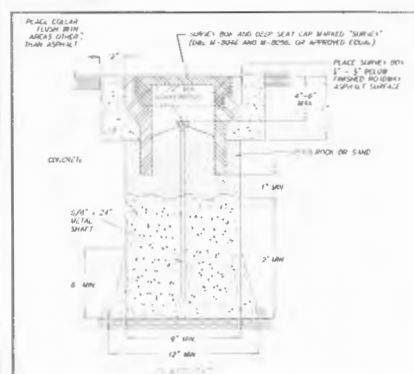
TYPE 2 DRIVEWAY

1. CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 317.10 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. AGGREGATE BASE MATERIAL SHALL MEET THE REQUIREMENTS OF SECTIONS 302 & 306 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
3. CONCRETE DRIVEWAYS CAN BE FURRED INTERNALLY WITH CLASS A FURR.
4. FOR COMMERCIAL CONCRETE DRIVEWAYS, USE NO. 4 REINFORCING STEEL. REINFORCING STEEL SHALL MEET THE REQUIREMENTS OF SECTION 302 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
5. CROSS SLOPE OF DRIVEWAY AND 4 FOOT MIN AREA OF DRIVEWAY SHALL NOT EXCEED 2%.
6. PERMANENT CONCRETE DRIVEWAYS DO NOT REQUIRE REINFORCING STEEL. REINFORCING STEEL SHALL MEET THE REQUIREMENTS OF SECTION 302 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
7. PER THE PROPOSED SECTION 317.10.2 THE MINIMUM SLOPE OF A CURB RAMP SHALL BE 0.33% MIN BUT SHALL NOT EXCEED THE RAMP LENGTH TO EXCEED 150 FEET ON STEEP SLOPES OR INTERSECTIONS. THE TRANSITION TO FINAL HEIGHT CURB RAMP SHALL BE AT THE FIRST 15' MINIMUM AND THE RESULTING SLOPE OF THE RAMP IS ALLOWED TO EXCEED 0.33%.

NO.	REVISION	DATE	STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION	SECTION
1	1	10/1/14	TYPE 2 DRIVEWAY	SECTION 317.10

CITY OF ELKO, NEVADA

1 C.O.E. SIDEWALK DETAIL
C5.2 NTS



- NOTE
1. FERRULES WITH LUGS SHALL BE USED TO ATTACH THE MONUMENT TO THE CONCRETE.
 2. 1\"/>

NO.	REVISION	DATE	STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION	SECTION
1	1	10/1/14	TYPE 1 MONUMENT	SECTION 317.10

CITY OF ELKO, NEVADA

5 C.O.E. MONUMENTS
C5.2 NTS

2 C.O.E. TYPE 1 & 2 CURB AND GUTTER
C5.2 NTS



- NOTE
1. FERRULES WITH LUGS SHALL BE USED TO ATTACH THE MONUMENT TO THE CONCRETE.
 2. 1\"/>

NO.	REVISION	DATE	STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION	SECTION
1	1	10/1/14	TYPE 1 CURB & GUTTER	SECTION 317.10

CITY OF ELKO, NEVADA

6 FIRE HYDRANT & STREET LIGHT LOCATIONS
C5.2 NTS

3 C.O.E. VALLEY GUTTER WITH APRON
C5.2 NTS



- NOTE
1. FERRULES WITH LUGS SHALL BE USED TO ATTACH THE MONUMENT TO THE CONCRETE.
 2. 1\"/>

NO.	REVISION	DATE	STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION	SECTION
1	1	10/1/14	TYPE 3 CURB RAMP	SECTION 317.10

CITY OF ELKO, NEVADA

7 C.O.E. TRENCH EXCAVATION & BACKFILL
C5.2 NTS

4 C.O.E. TYPE 2 DRIVEWAY
C5.2 NTS



- NOTE
1. FERRULES WITH LUGS SHALL BE USED TO ATTACH THE MONUMENT TO THE CONCRETE.
 2. 1\"/>

NO.	REVISION	DATE	STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION	SECTION
1	1	10/1/14	TYPE 2 DRIVEWAY	SECTION 317.10

CITY OF ELKO, NEVADA

8 C.O.E. THRUST BLOCK BEARING AREAS
C5.2 NTS



Shanks Enterprises
982 WOLF CREEK DR
SPRING CREEK, NEVADA 89815
775-834-8356
shankseng@gmail.com

NO.	REVISION	DATE	STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION	SECTION
1	1	10/1/14	TYPE 2 DRIVEWAY	SECTION 317.10

NO.	REVISION	DATE	STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION	SECTION
1	1	10/1/14	TYPE 2 DRIVEWAY	SECTION 317.10

JARBIDGE ESTATES
TOWN HOME SUBDIVISION
SITE CONSTRUCTION DRAWINGS
DETAILS - UTILITIES

2002160
DATE: 10/1/14
BY: [Signature]

PRECAST MANHOLE COMPONENTS
 SHAL (SHIMPLY TO 45 IN C-2-2)

EXPLODED VIEW

PIPES SHALL NOT PROTRUDE MORE THAN 1" INSIDE OF MANHOLE SECTION. COULING BUILT INTO CONNECTION TO MANHOLE.

TOP VIEW

PIPE PRECAST MANHOLE SECTION (SHAL) COULING (SHAL) COVER

SECTION VIEW

PIPE PRECAST MANHOLE SECTION (SHAL) COULING (SHAL) COVER

DETAILS

1. PIPE SECTION LENGTHS ARRANGED TO 1" DEPTH

2. PRECAST RING MAY BE USED IF APPROVED BY INSURING AGENCY

3. MANHOLE STEPS ARE NOT REQUIRED

4. REFER TO DETAIL SHEET (MANHOLE) GENERAL NOTES FOR ADDITIONAL INFORMATION

TABLE 1: TAPER HEIGHT

DI	n
48"	24"
60"	48"

TABLE 2: TAPER HEIGHT

DI	n
48"	24"
60"	48"

13 \ C.O.E. TYPE 1 MANHOLE
C5.3 NTS

[illegible]

14 C.O.E. PARALLEL LINE SEPARATION
 CS.3 NTS SEWER LINE PARALLEL TO WATER

SEWER LATERAL

Note: If I can not be constructed, then sewer service laterals shall meet at a manhole as authorized by the Nevada Division of Environmental Protection.

Note: Construct 2a, if can not construct 1, if water main service laterals are in place at the time a sewer main is constructed and must be relocated to meet vertical clearance, the relocation shall be performed with the approval of and in accordance with the procedures & standards of the supplier of water.

Note: Construct 2b, if can not construct 1, if water main service laterals are in place at the time a sewer main is constructed and must be relocated to meet vertical clearance, the relocation shall be performed as such a measure is authorized by the Nevada Division of Environmental Protection.

2B

SEWER LATERAL CROSSING WATER MAIN OR WATER SERVICE LATERAL

NOTES:

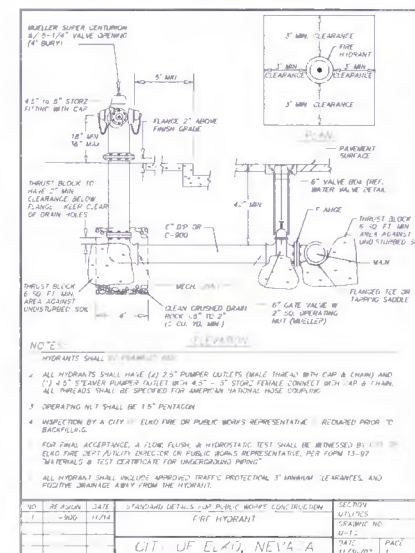
SEWER SERVICE LATERAL CROSSING WATER MAIN OR WATER SERVICE LATERAL SHALL MEET THE REQUIREMENTS OF NAC 445A.0775.

DATE	DESCRIPTION	BY	NO.
01/11/01	DESIGNED AND CONSTRUCTED	W. B. J.	1
01/11/01	DESIGNED AND CONSTRUCTED	W. B. J.	1
01/11/01	DESIGNED AND CONSTRUCTED	W. B. J.	1

15 C.O.E. CROSSING LINE SEPERATION
C5.3 NTS

<p>SEWER MAIN</p> <p>WATER MAIN</p> <p>10' MIN</p> <p>BUT NOT DEEPER</p>	<p>SEWER MAIN</p> <p>WATER MAIN</p> <p>10' MIN</p>
<p>SEWER MAIN</p> <p>WATER MAIN</p> <p>10' MIN</p>	<p>SEWER MAIN</p> <p>WATER MAIN</p> <p>10' MIN</p>
<p>SEWER MAIN</p> <p>WATER MAIN</p> <p>10' MIN</p>	<p>SEWER MAIN</p> <p>WATER MAIN</p> <p>10' MIN</p>
<p>SEWER MAIN</p> <p>WATER MAIN</p> <p>10' MIN</p>	<p>SEWER MAIN</p> <p>WATER MAIN</p> <p>10' MIN</p>
<p>SEWER MAIN</p> <p>WATER MAIN</p> <p>10' MIN</p>	<p>SEWER MAIN</p> <p>WATER MAIN</p> <p>10' MIN</p>

16	C.O.E. CROSSING LINE SEPARATION 2
C53	NTS



EXPIRES: 6/30/22

Shanks Enterprises
982 WOLF CR. DR.
SPRING CREEK, NEVADA 89815
775-934-9356
shanksent@aol.com

	BY	DATE
MES	5/24/21	
MES	6/7/21	
BUSINESS	MES	5/24/21
CALMAN	MES	5/24/21
DICKERD	MES	5/24/21
APPRO - ED		

55 SHEET

NO.	A	ISSUE FOR REVIEW
	B	NO CONNECTIONS ON THE

ANNUAL ID	REVENUE

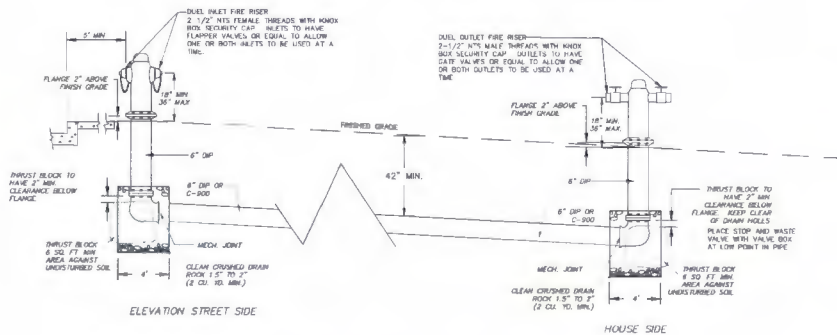
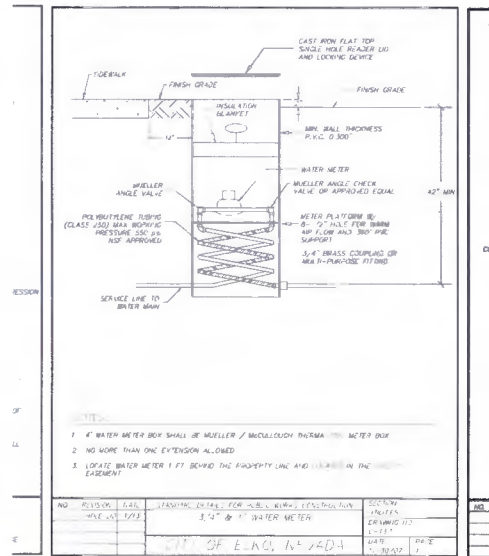
AND DEVEL., LLC
AY
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PREPARED FOR	BRAN-VU NG	2002160
REGION CONSTRUCTION	NAME	AS THOIN
27 WONG WAT	PHOTO #21 No.	7502
SPRING CREEK		

ON
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JARBIDGE ESTATES
TOWN HOME SUBDIVISION
CONSTRUCTION DRAWINGS
DETAILS - UTILITIES

TO SITE 1



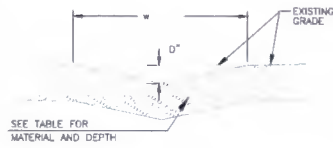
PREPARED BY: **Shanks Enterprises**
 892 WOLF CR. DR.
 SPRING CREEK, NEVADA 89815
 775-834-8356
 shanksent@gmail.com

NO.	DATE	BY	CHK	DESCRIPTION
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CLIENT: **JARBIDGE ESTATES**
TOWN HOME SUBDIVISION
SITE CONSTRUCTION DRAWINGS
DETAILS

DESIGNED BY: **SHANKS ENTERPRISES**
1820 WONG WAY
SPRING CREEK, NEVADA
775-834-8356
shanksent@gmail.com

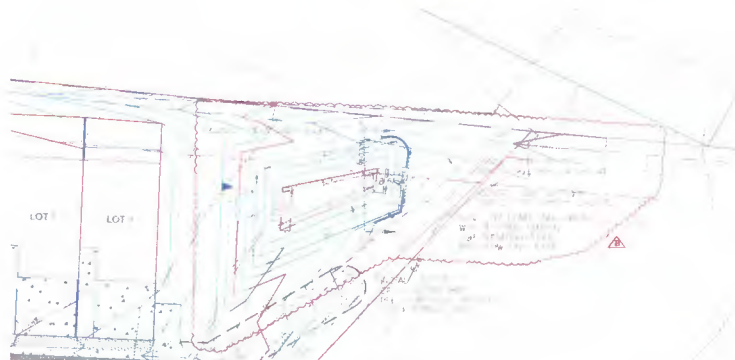
DATE: 8/2/21
 DRAWN BY: **MS**
 CHECKED BY: **MS**
 APPROVED BY: **MS**



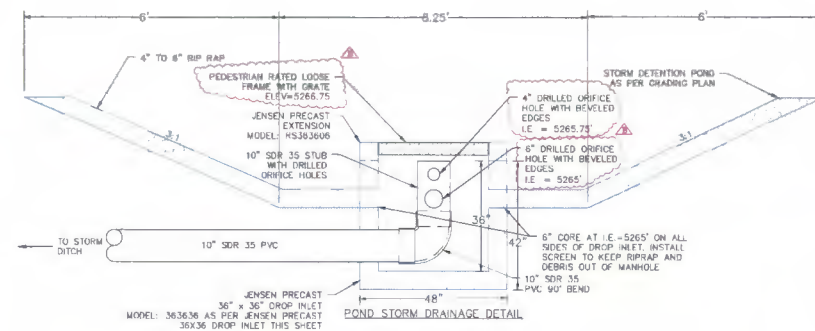
MATERIAL TABLE		
SLOPE OF SWALE	MATERIAL	THICKENS
0 TO 2%	NATIVE SOIL	N/A
2% TO 5%	TYPE 2 AGG. BASE	6"
5% TO 10%	3-6" RIP RAP W/ NON WOVEN GEOTEXTILE	9"
>10%	CONCRETE OR PCC LINED RIP-RAP	6"

22 6" DRAINAGE DITCH
C5.5 NTS

23 JENSON 36"x36" DROP INLET
C5.5 NTS



STORM POND AND STRUCTURE PLAN VIEW



STORM POND AND STRUCTURE SECTION VIEW

24 JENSON 36"x36" DROP INLET
C5.5 NTS



Shanks Enterprises
882 WOLF CR DR
SPRING CREEK, NEVADA 89815
775-854-8356
shanksent@gmail.com

DATE	BY	CHKD	APP'D
07/21	MES		
08/02	MES		
08/02	MES		
08/02	MES		
08/02	MES		

JARBRIDGE ESTATES
TOWN HOME SUBDIVISION
4277 WONG WAY
SPRING CREEK, NEVADA
2002100
DATE: 08/02/2021
DRAWING NAME: UNIT TOWNHOME S-2

JARBRIDGE ESTATES
TOWN HOME SUBDIVISION
SITE CONSTRUCTION DRAWINGS
DETAILS
C5.5

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible conditional acceptance of Public Improvements for the Cambridge Estates Subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 13, 2021**
3. Agenda Category: **SUBDIVISION**
4. Time Required: **10 Minutes**
5. Background Information: **Council conditionally approved Final Map 9-19 on October 22, 2019. A Performance and Maintenance Agreement was entered into on that same day.**

The Developer has completed the Public Improvements in accordance with the approved plans, with the exception of a micro slurry on the asphalt, which is scheduled to happen in August. The City is in receipt of the required Certification of the project by the Engineer of Record. Upon acceptance of the Public Improvements by the Council, the Developer is required to provide maintenance security in the amount of \$84,268.38 for a 12-month maintenance period, which has already been received. 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: **Project Certification by Thomas Hannum, P.E., – Summit Engineering**
9. Recommended Motion: **Conditional Acceptance of Public Improvements for the Cambridge Estates Subdivision, conditioned on the requirement that the asphalt imperfections be addressed.**
10. Prepared by: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **None**
12. Council Action:
13. Council Agenda Distribution: **Sheldon Hetzel**
sheldon.springcreek@gmail.com



July 6, 2021

Job #82416

Bailey & Associates LLC
Attn: Sheldon
780 West Silver St. #104
Elko, NV 89801

RE: Quality Assurance and Quality Control Testing for the Cambridge Estates Subdivision

Dear Sheldon:

Bailey & Associates LLC has mostly completed construction of the Cambridge Estates Subdivision located in Elko, Nevada. The general contractor for the project was Bailey & Associates LLC. They provided Mass Grading, Utilities, Road Base & Subgrade Preparation. The some of the concrete work has yet to be completed for the sidewalk. The concrete mix was provided by Humboldt Vega Ready Mix for sidewalks, curb and gutter. The Asphalt Mix was provided by Staker.

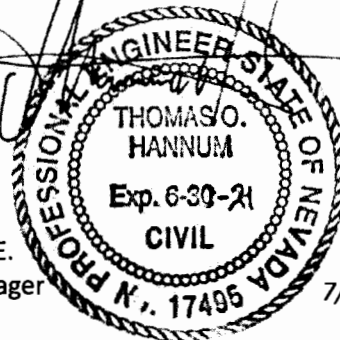
Summit Engineering Corporation was retained by Bailey & Associates LLC to perform quality assurance testing as required by the of City of Elko during the construction of the project. Summit Engineering's services were provided from January 2020 through June 2021 and continuous to end project.

Technical specifications and construction drawings for the project were prepared by Summit Engineering of Elko, NV . The project was constructed in general accordance with the design drawings and specifications for the project with the exception of the items noted in this report.

This report summarizes Summit Engineering's activities during a portion of the entire project construction and presents the results of the field observations and testing in addition to geotechnical laboratory testing. At this time the street paving requires a micro seal over the entire paving.

Sincerely,
SUMMIT ENGINEERING CORPORATION

Thomas O. Hannum, P.E.
Elko Geotechnical Manager



7/6/2021

1150 Lamoille Highway • Elko, Nevada 89801 • (775) 738-8058 FAX (775) 738-8267
5405 Mae Anne Avenue • Reno, Nevada 89523 • (775) 747-8550 FAX (775) 747-8559



QUALITY ASSURANCE PROGRAM

Summit Engineering appreciated the opportunity to provide you our services on this project. Summit Engineering completed the following field and laboratory testing as required in the ***Standard Specification for Public Works Construction*** "Orange Book" 2007 Edition:

Field Testing:

- Density of Soil and Soil Aggregate in Place by Nuclear Methods (ASTM D2922)
- Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (ASTM D3017)
- Slump of PCC (ASTM C143)
- Air content of PCC (ASTM C173)
- Temperature of PCC (ASTM C1064)
- Making and curing concrete test specimens (ASTM C31)
- Specific Gravity & Density of Compacted Asphalt Mix (ASTM D2726)

Laboratory Testing:

- Moisture-Density Relationships of Soil and Aggregate Mixtures (ASTM D1557)
- Sieve Analysis of Fine and Coarse Aggregates (ASTM C1360)
- Liquid Limit, Plastic Limit and Plasticity Index of soils (ASTM D4318)
- Compressive strength of cylindrical concrete specimens (ASTM C39)
 - Extraction of bitumen from bituminous paving mixtures (ASTM D6307)
 - Sieve analysis on aggregate in bituminous paving mixtures (ASTM D5444)
 - Theoretical maximum specific gravity of bituminous paving mixtures (ASTM D2041)
 - Marshal Stability and Flow (ASTM D6927)
 - Bulk specific gravity of compacted bituminous mixtures (ASTM D2726)
 - Percent air voids in compacted bituminous paving mixtures (ASTM D3203)

The purpose of the quality assurance program was to document and to assist the owner/entity to assure the materials placed and the workmanship used during construction of the project complied with the technical specifications.

The quality assurance program consisted of the following three-part program:

- On-site observation and testing of soils, aggregates, concrete and asphalt.
- Laboratory testing of soils, aggregates, concrete and asphalt.
- Engineering consultation during construction.

On-site observations and inspections were performed by a representative from Summit Engineering on an on-call basis. The Summit representative observed construction techniques and practices used by the contractors and provided field testing of soils, aggregates, concrete, asphalt and laboratory testing on these materials. Summit Engineering's field representative maintained inspection field reports that described construction operations performed, field testing performed, relevant conversations with the contractors, and other documentation deemed important to the project.

1.0 EARTHWORK

Performed per the *Standard Specification for Public Works Construction - Sections 200 (Aggregates)* "Orange Book" latest Edition: and in accordance with ASTM standards.

1.1 GENERAL

Soil and aggregate materials were sampled and tested on an on-call basis during the project construction to verify that materials placed complied with the project specifications.

Performed per the *Standard Specification for Public Works Construction - Sections 302.00 (Subgrade Preparation), 303.00 (Unclassified Excavation) and 304.00 (Unclassified Fill)* "Orange Book" latest Edition: and in accordance with ASTM standards:

1.2 FIELD AND LABORATORY TESTING

When notified, a representative of Summit Engineering was on site to perform nuclear density testing of subgrade and aggregate base materials.

Laboratory and field testing were performed per the *Standard Specification for Public Works Construction – Section 336.00 (Inspection and Testing)* "Orange Book" latest Edition: and in accordance with ASTM standards:

The construction, materials used on site meet the requirements set forth in the project specifications and soils investigation. A summary of the inspection reports for field testing and inspection as well as summary of the nuclear density test for soils and aggregates are included in the Appendix.

	REQUIRED	COMPLETED
FINAL GRADING (SG), (BG)	42	64
MASS GRADING	24	53

2.0 UTILITIES (SEWER, WATER, HYDRANTS, STORM DRAIN)

2.1 GENERAL

The utilities were constructed in accordance with Standard Specification for Public Works Construction, American Water Works Assoc, Nevada Department of Environmental Protection. These include pipe installation, bedding, backfill, and testing of the facilities once constructed to verify they are acceptable to be placed into service. *Standard Specification for Public Works Construction – 305.00 (Trench Excavation and Backfill), 306.00 (Storm Drain, Culverts, and Sanitary Sewer Construction), and 307.00 (Domestic Water and Irrigation Systems)* "Orange Book" 2016 Edition..

2.2 INSPECTION, FIELD AND LABORATORY TESTING

When notified, a representative of Summit Engineering was on site to perform nuclear density testing on bedding & backfill, verification of materials, trenching, components, taps, valves, thrust blocks, and marking components.

Laboratory and field testing were performed per the **Standard Specification for Public Works Construction – 336.00 (Inspection and Testing)** "Orange Book" 2016 Edition: and AWWA standards and in accordance with any ASTM standards: Pressure testing was done in three locations for sections based on pipe construction and tests were completed at 125% operating pressure for the area. Bacteria testing was done on the system after the pressure tests were completed and system was flushed out and allowed to site for several days. Two tests separated by 24 hours, but no more than 48 hours was completed.

The construction, materials and components for the water, hydrants, sewer and storm drain system used on site meet the requirements set forth in the project specifications. A summary of the inspection reports for field testing and inspection as well as summary of the nuclear density test for soils and aggregates are included in the Appendix.

	REQUIRED	COMPLETED
BEDDING	12	16
BACKFILL	55	63
BACTERIAL	3	3
PRESSURE TESTING	3	1

3.0 CONCRETE PLACEMENT (CURB & GUTTER, SIDEWALK)

Performed per the **Standard Specification for Public Works Construction - Sections 200 (Aggregates)** "Orange Book" latest Edition: and in accordance with ASTM standards.

3.1 GENERAL

Portland cement concrete was sampled and tested during placement of the curb, gutter and sidewalk on an on-call basis to verify that the concrete placed complied with the project specifications. One set of testing was done: per each day pour up to 50 yards of mix for public improvements & 150 yards on all private improvements, per individual mix design. Performed per the **Standard Specification for Public Works Construction - Sections 308.00(Aggregate Base) and 312.00 (Concrete Curbs, Gutters, Walks, Driveways, and Alley Returns)** "Orange Book" latest Edition: and in accordance with ASTM standards.

3.2 FIELD AND LABORATORY TESTING

When notified, a representative of Summit Engineering was on site during concrete placement. Summit's representative sampled and tested the concrete for temperature, slump, air content, and molded compressive strength specimens.

Laboratory and field testing were performed per **the Standard Specification for Public Works Construction – Section 336.00 (Inspection and Testing)** "Orange Book" latest Edition: and in accordance with ASTM standards:

The construction, materials and components for the concrete used on site meet the requirements set forth in the project specifications. A summary of the inspection reports for field testing and inspection as well as summary of the field and lab testing included in the Appendix.

	REQUIRED	COMPLETED
CURB & GUTTER, SPANDRAL	22	22
SIDEWALK	18	21

TESTING INCLUDES CLUMP, AIR, TEMP, AND STRENGTH SAMPLES

4.0 ASPHALTIC CONCRETE (CITY STREETS)

Performed per the ***Standard Specification for Public Works Construction - Sections 200 (Aggregates)*** "Orange Book" latest Edition: and in accordance with ASTM standards. The city staff required micro slurry on the entire asphalt placement based on visual inspection of the placement for imperfections and to this date has not yet been completed.

4.1 GENERAL

Asphaltic concrete was tested by Summit Engineering's field representative during placement to verify that the asphaltic concrete complied with project specifications. One sample of asphalt was collected of asphalt delivered to the site.

Asphaltic concrete was tested by Summit Engineering's field representative during placement to verify that the asphaltic concrete complied with project specifications. One sample of asphalt was collected per day up to each 500 tons of asphalt delivered to the site or fraction thereof greater than 150 tons. A copy of the mix design provided by Staker Parsons to Summit Engineering Corporation is included in Appendix.

After reviewing the test results in Appendix, it can be seen that the average in-place air-voids are within specs. Core samples were taken from each lot per specifications and lab tested for in place density. The core samples were also measured to determine mat thickness per the specifications.

Performed per the ***Standard Specification for Public Works Construction - Sections 319.00 (Road mix Bituminous Surface)*** "Orange Book" latest Edition: and in accordance with ASTM standards.

4.2 FIELD AND LABORATORY TESTING

Laboratory and field testing were performed per the ***Standard Specification for Public Works Construction – Section 336.00 (Inspection and Testing)*** "Orange Book" latest Edition: and in accordance with ASTM standards:

A representative of Summit Engineering was on site during placement of the asphaltic concrete. Summit Engineering's representative sampled asphalt for laboratory testing to determine Marshall max density, stability and flow, Rice Theoretical max density and air voids, asphalt content, Gradation of aggregate materials, and field testing for temperature of asphalt during placement, density during compaction, and thickness of asphalt.

Summit's Representative took two samples to provide the above-mentioned lab testing and New Fields provided density testing with nuke gauge to determine a rolling pattern for compaction of asphalt at the sub-contractor's contractor's request.

Laboratory and field testing were performed per the Standard Specification for Public Works Construction "Orange Book" Latest Edition and in accordance with ASTM standards:

A representative of Summit Engineering was on site during placement of the asphaltic concrete. Summit Engineering's representative sampled asphalt for laboratory testing to determine Marshall Stability, flow, % air voids, gradation, and oil content. Samples were taken from lots in order to determine the in-place density, relative compaction and thickness of the asphalt concrete.

Laboratory and field testing were performed per the **Standard Specification for Public Works Construction** "Orange Book" latest Edition and in accordance with ASTM standards:

A summary of the field and laboratory test results on asphalt is included in Appendix.

	REQUIRED	COMPLETED
HOT SAMPLE (AC)	3	3
ROAD BASE	8	12

INCLUDED IN QUANTITIES FOR 1.2

5.0 SIGNAGE, LIGHTING, GATING AND MONUMENTATION

5.1 GENERAL

Signage, lighting, and monumentation was inspected by Summit Engineering's field representative after placement to verify that the required. This included Street lighting, road signage, Lot corners, Street Monumentation, and Mailbox Locations.

5.2 FIELD INSPECTION

A representative of Summit Engineering walked the site and inspected the placement of the Signs, and Lighting on the city portion of the project. The surveyor has placed lot corners on lots as they are staking and building the lots to avoid losing corners as they finish the homes. Street signage was in place for the stop signs at the three intersections on Celtic Dr. and lighting was in place on the intersection of New Castle Dr Celtic Dr and were all done per the *Standard Specification for Public Works Construction- Section 336.00 (Inspection and Testing)* "Orange Book" Latest Edition and in accordance with ASTM standards:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of an Offer to Sell Real Property agreement between the City of Elko and The United States of America, for and on behalf of The Department of Veterans Affairs, for the purchase and sale of a parcel of land consisting of 15.37 +/- acres referred to as APN 001-01A-024 in the City of Elko, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 13, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **City Council has on the same agenda Resolution No. 16-21 accepting the fair market value of the referenced parcel as well as Resolution No. 17-21 finding that it is in best interest of the City to sell the property to The United States of America, for and on behalf of The Department of Veterans Affairs for public use as a Veteran Cemetery without offering the property to the public. CL**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Offer Letter and Offer to Sell Real Property agreement**
9. Recommended Motion: **Move to approve the Offer to Sell Real Property agreement between the City of Elko and The United States of America for and on behalf of The Department of Veterans Affairs.**
10. Prepared by: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Legal**
12. Council Action:
13. Agenda Distribution: **Shahidat A. Abbas**
 Shahidat.Abbas@va.gov

Maina Gakure
gakure@gmail.com



DEPARTMENT OF VETERANS AFFAIRS
Office of Construction & Facilities Management
Washington DC 20420

July 31, 2020

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

Dear Ms. Laughlin:

As you are aware, the U.S. Department of Veterans Affairs (VA) is interested in acquiring the Property that is describe in the attached documents. VA commissioned an appraisal according to "Yellow Book" standards.

Based on the appraisal report and review appraisal, VA would like to make an offer of **NINE HUNDRED THOUSAND DOLLARS (\$900,000)** to purchase the Property.

If you are amenable to offering the Property for sale to VA at this purchase price, please have an authorized representative sign the Offer to Sell Real Property that is attached to the email transmitting this letter.

If you or your client disagrees with the valuation or believes that the appraiser did not take necessary aspects into account in determining the appraised value, you may contact the appraiser to ask questions and provide more information that may aid him in his analysis. It is my understanding that you and/or your client accompanied the appraiser on a visit to the Property, so hopefully all relevant information has already been captured in the report.

If you have any questions, please do not hesitate to contact me via e-mail at shahidat.abbas@abbas@va.gov. Thank you for your time and attention to this matter.

Sincerely,

7/31/2020

X

Shahidat Abbas

Shahidat Abbas

Signed by: Shahidat A. ABBAS 1035502

Shahidat Abbas
Project Manager

Attachments (2)
- Summary Appraisal

- Offer to Sell

OFFER TO SELL REAL PROPERTY

THIS OFFER TO SELL (this "**Offer**") is made and entered into this ____ day of ____, 2021, (the "**Effective Date**") between The City of Elko, Nevada, a municipal corporation and political subdivision of the State of Nevada (the "**Seller**"), with an address of 1751 College Avenue Elko, NV 89801, as offeror, and THE UNITED STATES OF AMERICA, FOR AND ON BEHALF OF THE DEPARTMENT OF VETERANS AFFAIRS, (together with its assign(s), "**Government**"), a federal agency, with an address of 810 Vermont Avenue, N.W., Washington, DC 20420, as offeree.

WHEREAS, the Seller is record owner of fee simple title to the real property described on **Exhibit A**, attached hereto and incorporated herein, consisting of the entirety of APN 001-01A-024 and further identified as Parcel B on the Parcel Map for the City of Elko Nevada, recorded in the office of the Elko County Recorder as file no. 775992, and containing 15.37 ± acres of land and improvements located thereon, along with all rights, title and interest of the Seller, if any, to hereditaments, easements, and appurtenances thereto, including, but not limited to, any and all streets or other public ways adjacent to the real estate, and to any land lying in the bed of any highway, street, road or avenue, streams, alleys, ways, strips, gores, or railroad rights-of-way abutting or adjoining the property to the center line thereof (collectively, the "**Property**"); and

WHEREAS, the Seller desires to offer to convey to Government a fee simple interest in the Property that is conditioned upon (a) the Government's acceptance of this Offer, (b) the completion of "Due Diligence" (as hereinafter defined), which shall include but is not be limited to, the completion of the Government's legal obligations under the National Environmental Policy Act ("**NEPA**"); the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"); and the National Historic Preservation Act ("**NHPA**"), (c) Government's final acceptance and approval of the Property, and (d) other requirements and conditions precedent set forth herein, as satisfactory to the Government in Government's sole opinion;

NOW THEREFORE, in consideration of the above, the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Offer to Sell**. In consideration of the mutual covenants and agreements set forth herein, the Seller hereby offers to sell and convey to the Government all right, title, and interest of the Seller, to the Property.
2. **Acceptance of the Offer**. The Seller agrees that this Offer may be accepted by the Government, through any duly authorized representative, by the Government executing and delivering, mailing, or e-mailing the Notice of Acceptance of Offer attached hereto and incorporated herein as **Exhibit B**, at any time within sixty (60) days from the date hereof. Upon Government's delivery of this Offer, the terms and conditions herein shall become a binding agreement.

AGREEMENT TO SELL AND PURCHASE REAL ESTATE

3. **Purchase Price**. The amount of consideration to be paid by the Government to the Seller at Closing (as defined in Paragraph 7) for the purchase of the Property ("**Purchase Price**") shall be the sum of Nine hundred thousand dollars only (\$900,000). Full payment of the Purchase Price, subject to adjustments and prorations provided for in this Offer, shall be paid by Government to Seller at the time of Closing.

4. **Due Diligence Investigations**. Government, its agents, employees and contractors, shall be entitled to perform, at Government's sole cost and expense, such due diligence investigations and inspections of the Property and all matters relating thereto and each aspect thereof that Government determines necessary or appropriate ("**Due Diligence**"). Government's Due Diligence activities may include, without limitation, reviewing and assessing title matters concerning the Property, conducting surveys, reviewing and assessing the compliance of the Property with applicable laws, rules and regulations such as those relating to title, Hazardous Materials (as defined in Paragraph 10(c)), flood plains, wetlands, water-table, environmental concerns, endangered species, historic and archeological structures or artifacts, subsoil and other conditions affecting the Property. In connection therewith, Government and its agents may enter upon the Property (as coordinated

through Seller) upon reasonable prior notice to Seller, to perform inspections and tests of the Property and matters related thereto, including, but not limited to, surveys, test borings, and environmental studies. Notwithstanding the foregoing, should the sale contemplated herein fail to close for any reason, the Government shall promptly repair any damage caused to the Property by the Government or its agents in conducting the Due Diligence, and shall restore the Property to its condition prior to the commencement of Due Diligence to the maximum extent practicable.

5. **Conditions Precedent.** The conditions listed in this Paragraph 5, must be satisfied in order for Closing (as defined in Paragraph 7) to occur.

(a.) **Title.** Government will obtain a title insurance commitment from a title company selected by Government (the "**Title Company**"), obligating the Title Company to issue a title insurance policy using the form of American Land Title Association ("**ALTA**") U.S. Policy, dated 9/28/91, as updated, for the Property (the "**Commitment**"). The Commitment will reflect the United States of America and its assigns as the proposed insured in the full amount of the Purchase Price and warrant fee simple title to the Property.

(i.) **Title Defects.** The legal title to the Property must be satisfactory to the Attorney General of the United States whose written approval thereof shall be obtained prior to the conveyance. Seller acknowledges that the title examination of the Property shall be conducted by attorneys of the United States Government pursuant to 40 U.S.C. §3111 and in accordance with the Attorney General's Title Regulations issued on October 2, 1970, as amended in 1974, the Department of Justice Title Standards 2001, and other applicable laws and regulations. The Seller shall, at its sole cost and expense, promptly undertake and use its best efforts to eliminate or modify exceptions to title that are reasonably unacceptable to the Attorney General ("**Title Defects**"). In the event Seller is unwilling or unable to remove or mitigate exceptions to title within thirty (30) days after notice from Government, Government may, at its sole discretion: (i) extend the time period for Seller to satisfy Government's objections, or (ii) terminate this Offer, whereupon the terms and conditions stated herein shall be of no further force and effect except for those that expressly survive such termination.

(ii.) **Delay in Closing Due to Title Defects.** If the Seller is unable to convey satisfactory title as defined herein, the Seller shall provide notice to Government a minimum of thirty (30) days prior to the Closing Date (as defined in Paragraph 7), and thereupon the Closing Date (as defined in Paragraph 7) shall be extended for a period of time equivalent to the number of days necessary to clear the title encumbrance, unless a new Closing Date (as defined in Paragraph 7) is agreed to in writing by both parties. The Government, at its sole discretion, may grant the Seller additional time to clear Title Defects.

(b.) **Due Diligence.** Government's obligation to close under this Offer is further conditioned upon the completion of Due Diligence inspections and investigations with findings (the "**Findings**") satisfactory to Government in Government's sole opinion. In the event the Findings are not satisfactory to Government, Government shall provide notice to Seller as to conditions that are not acceptable. In the event Seller is unwilling or unable to correct or mitigate the unacceptable condition(s) within sixty (60) days, to Government's satisfaction, Government may elect to (i) extend the period of time for Seller to correct or mitigate the unacceptable condition(s), or (ii) terminate this Offer, whereupon the terms and conditions stated herein shall be of no further force and effect except for those that expressly survive such termination.

(c.) **Government Approval.** 38 U.S.C. §8103 authorizes the Secretary of the Department of Veterans Affairs (the "**Secretary**") to acquire land for Government. Pursuant to Government's land policy, the Secretary or his delegee must approve this land acquisition in order for this offer to become a valid and enforceable agreement.

(d.) **Environmental Conditions.** Notwithstanding anything to the contrary in this Section 5, or elsewhere in this Offer, should at any time between the Effective Date and the Closing Date (as defined in Paragraph 7), (i) any Hazardous Materials (as defined in Paragraph 10(c) below) be deposited or otherwise enter or affect the Property, or (ii) any environmental law be violated that affects the Property, or (iii) any other adverse environmental condition affect the Property, not caused by the acts or omissions of the Government, any occurrence of the foregoing shall be deemed a Title Defect and subject to the remedial provisions of Paragraph 5(a)(i), above.

6. **Maintenance of Property.** From and after the date of this Offer, through the Closing Date (as defined in Paragraph 7), the Property will be operated and managed by the Seller in the normal course of business, in a manner consistent with the way the Property is presently being operated and managed.

7. **Closing.** The deed of conveyance shall transfer the Seller's interest to Government pursuant to this Offer (the "**Closing**") on August 15, 2021 (the "**Closing Date**"). Possession of the Property shall be delivered to Government immediately following the Closing

(a.) **Seller's Deliveries.** At Closing, Seller shall deliver to Government the following (collectively, the "**Seller's Closing Documents**"):

(i.) Nevada Grant, Bargain and Sale Deed for the Property, in recordable form and subject to Department of Justice requirements, running to Government conveying fee simple title to the Property (the "**Deed**");

(ii.) Taxes and assessments for the then current year and future years, if applicable, as are not yet due and payable at Closing;

(iii.) Any affidavit or other documentation required by the Title Company to delete exceptions for parties in possession and mechanics' and materialmen's liens from the title policy for the Property.

(iv.) All other documents reasonably required to effectuate this Offer and the transaction contemplated hereby.

(v.) Any and all keys, codes, or information related to access to and security of the Property.

(b.) **Government's Deliveries.** It is agreed that the Government will defray the expenses incident to the preparation and recordation of the Deed and procurement of the necessary title evidence. At Closing, Government shall deliver to Seller the following:

(i.) The Purchase Price.

(ii.) An executed closing statement.

(iii.) All other documents reasonably required to effectuate this Offer, subject to federal law.

(c.) **Delay of Closing.** In the event Seller is unable to convey title or satisfy the prerequisites and conditions precedent in this Offer, then Government shall have the option of either: (i) accepting at Closing such title as Seller is able to convey, if such defect is waivable by Government, or (ii) terminating this Offer, in which event all obligations, liabilities and rights of the parties under this Offer shall terminate except as otherwise herein provided.

8. **Apportionments, Taxes and Expenses.**

(a.) **Prorations for Ad Valorem Taxes.** All ad valorem taxes for the year of the Closing shall be prorated as of the Closing Date. Seller expressly agrees to pay any and all ad valorem taxes for all periods up to the date of the Closing. Seller shall be responsible for the payment of any and all roll-back taxes that are attributable to all periods prior to the Closing Date promptly after receipt of notice from Government that any such roll-back taxes have been levied and assessed against the Property for such periods. The provisions of this Paragraph shall survive Closing.

(b.) **Prorations for Non Ad Valorem Taxes.** Taxes that are assessed, levied, imposed, or that are a lien on the Property, as well as rents, general and special water and sewer rent or rates, electric and gas charges, and any other charges, if any, shall be pro-rated and adjusted to the day of Closing on the Property, or the day the Government takes possession of the Property, whichever event occurs earlier. Seller expressly agrees to pay any and all non- ad valorem taxes assessed

against the Property for all periods up to the date of the Closing. The provisions of this Paragraph shall survive any Closing and any termination of this Offer.

(c.) **Operating Expenses.** All maintenance, management, electricity, water, gas, sewage, and other utility and operating expenses applicable to the Property shall be prorated and adjusted between the Seller and Government up to the date of the Closing. The proration will be made based upon final readings or invoices as of Closing, or based on estimates of the amounts that will be due and payable on the next payment date, if no final readings or invoices are available. During the sixty (60) day period following the Closing, Seller and Government shall recalculate the foregoing adjustment with the result that Seller shall pay for those expenses attributable to the period of time prior to the Closing Date and Government shall pay for those expenses attributable to the period of time commencing with the Closing Date. Any and all deposits held by utility companies or with other providers of services to the Property shall remain the property of Seller and be returned to the Seller by such companies and providers.

(d.) **Closing Costs.** Government shall pay all of the costs associated with Closing, preparation, and recordation of the Deed as well as other documents necessary to effectuate the transfer of title to the Government and an owner's policy of title insurance.

9. **Access to Property.** The Seller hereby agrees to make the Property available to Government and its contractors and agents to access for purposes of conducting the Due Diligence. Government and its contractors and agents shall provide reasonable advance notice to the Seller when access to the Property is required. Any separate agreements between Seller and Government for access to the Property are revoked in their entirety and replaced by this Offer as of the Effective Date. Upon payment of the Purchase Price, the Seller will immediately vacate the Property and deliver possession to the Government.

10. **Representations, Warranties and Covenants of Seller.** The Seller hereby represents and warrants that to the best of Seller's actual knowledge, the representations and warranties contained within this Paragraph are true and accurate. At Closing, the Seller shall again verify the truth and accuracy of these representations, warranties and covenants, which shall constitute a condition to Closing for the benefit of Government.

(a.) **Authority.** Seller has requisite power and authority to enter into this Offer and all documents now or hereafter to be executed and delivered by Seller pursuant to this Offer. Each person that executes this Offer on behalf of the Seller has the authority to do so and the power to bind the Seller.

(b.) **Condition of Title.** Seller has and is able to convey marketable and merchantable title to the Property, subject only to conditions of title acceptable to the Attorney General of the United States of America in accordance with this Offer. Seller represents and warrants that no recorded or unrecorded matter or agreement exists that would affect title to the Property, such as but not limited to any outstanding rights of first refusal, rights of reverter, options to purchase any portion of the Property, or any unrecorded or undisclosed documents that may affect title to the Property. Seller further represents that it has enjoyed the continuous and uninterrupted quiet possession, use and operation of the Property.

(c.) **Hazardous Materials.** To Seller's knowledge, there are no Hazardous Materials (as hereinafter defined) stored on, incorporated into, located on, present in or used on the Property in violation of, and requiring remediation under, any laws, ordinances, statutes, codes, rules or regulations as of the date of this Offer. The term "Hazardous Materials" shall mean any substance which is or contains: (i) any "hazardous substance" as now or hereafter defined in Section 101(14) of CERCLA or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901 *et seq.*) ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act of 1976, as amended (15 U.S.C. Section 2601 *et seq.*); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; and (vii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees now or hereafter enacted, promulgated, or amended, of the United States, the state, the county, the city or any other political subdivision in which the Property is

located and any other political subdivision, agency or instrumentality exercising jurisdiction over the Seller of the Property.

(d.) **No Leases or Other Interests Exist for the Property.** The Seller hereby represents and warrants that there are no existing leases nor agricultural, riparian, surface rights, or occupancy agreements currently affecting the Property as of the Effective Date. The Seller further agrees not to enter such an agreement affecting the Property after the Effective Date.

(e.) **Mineral Rights.** The Seller is not aware of any agreements that exist allowing any party an interest in and/or access to mineral or oil rights on or below the Property. The Seller further agrees not to enter into such an agreement affecting the Property after the Effective Date.

(f.) **Debt, Creditors and Bankruptcy.** The Seller warrants and represents that it has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by the Seller's creditors; (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of the Seller's assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of the Seller's assets; (v) admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally; or (vii) transferred any fee interest in the Property prior to the Effective Date.

11. **Government's Representations.** Provided that all warranties and conditions precedent in this Offer are satisfied, Government will have all requisite power and authority to take title to the Property.

12. **Risk of Loss.** The Seller agrees that loss or damage to the Property by fire or acts of God shall be at the risk of the Seller until the title to the land has transferred to the Government and deed to the Government has been accepted by the Government through its duly authorized representative. In the event that such loss or damage occurs, the Government may, without liability, refuse to accept conveyance of the title or it may elect to accept conveyance of title to the Property, in which case there shall be an equitable adjustment of the Purchase Price.

14. **Notices.** All notices, approvals, consent, requests and other communications required by this Offer shall be sent in writing and directly to the appropriate party listed below:

If to Seller:

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

If to Government:

Scott MacRae, Acting Associate Executive Director
Office of Real Property(003C7)
Office of Construction & Facilities Management
Department of Veterans Affairs
425 I Street NW
Washington, DC 20001

With a copy to:
Shahidat Abbas
Department of Veterans Affairs
Office of Real Property Service
Land Acquisition and Strategic Utilization
425 I Street NW, 6w214C
Washington, DC 20001
(202) 632-6626: phone
shahidat.abbas@va.gov (preferred mode of contact due to COVID-19 pandemic)

With an additional copy to:
Department of Veterans Affairs
Office of General Counsel
Real Property Law Group
810 Vermont Ave NW
Washington, DC 20420

Each notice shall be deemed received at the earlier of (a) when delivered by hand, (b) upon receipt if the same has been deposited in the United States mail with postage prepaid; certified or registered mail; and return receipt requested, or deposited for overnight delivery with a nationally recognized overnight delivery service which provides tracking and receipt services for such deposited notices, addressed in all cases to the respective party at their addresses set forth above, or (c) twenty-four (24) hours after the same has been sent by e-mail.

15. **No Agency or Broker Relationship.** Other than The Craddock Group who assisted the Government with Due Diligence activities, Government represents to Seller that Government has not employed any broker or agent in connection with this transaction. Seller agrees to pay all broker commissions earned in connection with this Offer pursuant to any relationship between Seller and a broker or agent, if, and when the Closing shall occur.

If Seller breaches, or otherwise violates this warranty and if, as a result, the Government is required to pay a brokerage commission at Closing, Government has the right to the following: (1) annul the this Offer without liability;; and or (2) otherwise recover from Seller the full amount of the commission, percentage, brokerage fee or contingent fee the Government was required to pay to effect Closing. The provisions of this Paragraph shall survive Closing or the termination of this Offer.

16. **Remedies.**

(a.) **Seller's Remedies.** If Seller shall have fulfilled all of its obligations under this Offer in the time and manner specified herein and Government breaches any of its obligations hereunder, then the Seller shall have the right under this Offer to: (a) bring an action for specific performance to compel the Government to close the sale on the terms set forth in this Offer, or (b) terminate this Offer and the parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein.

(b.) **Government's Remedies.** If Government fulfills its obligations under this Offer in the time and manner specified herein and Seller breaches any of its obligations hereunder, Government shall have the right under this Offer to: (a) bring an action for specific performance for conveyance of the Property on the terms set forth in this Offer, or (b) terminate this Offer and the parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein.

(c.) **Exclusive Remedies.** By the express agreement of Government and Seller, the remedies set forth in this Paragraph constitute the sole remedies at law or in equity available to Government and Seller, to the extent permitted by law.

(d.) **Notice of Default and Right to Cure.** If a party defaults under any of provision of this Offer, the non-defaulting party will give to the defaulting party a written notice of the default. The defaulting party shall have thirty (30) days after receipt of this notice to cure the default. If the defaulting party fails to cure the default within this time period, the non-defaulting party may exercise those remedies granted under this Paragraph 16 or applicable law.

17. **Miscellaneous.**

(a.) The Seller represents and it is a condition of acceptance of this Offer that no member of or delegate to Congress, or resident commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom. This provision shall not be construed to extend to any agreement if made with a corporation for its general benefit.

(b.) **Adjustment in Sales Price.** The description of the Property is subject to such modifications as may be necessary to conform to a survey of the property to be made and at the expense of the Government. In the event that the Property has an area less than indicated by the dimensions given in the description, the Government shall elect to take an equitable reduction in the amount of the Purchase Price. The Government is not obligated to conclude the purchase of an area less than that described.

(c.) **Assignability.** Seller must obtain Government's consent in writing prior to assigning its interest in the Property.

(d.) **Governing Law and Parties in Interest.** This Offer shall be governed by the laws of the United States of America and the State of Nevada and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

(e.) **Time is of the Essence.** Time is of the essence for this Offer. If the expiration of any time period set forth herein falls on a Saturday, Sunday or legal holiday, such time period shall be deemed to expire on the next day which is not a Saturday, Sunday or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 P.M., EST.

(f.) **Headings.** The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Offer, nor shall they affect its meaning, construction or effect.

(g.) **Counterparts.** This Offer may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(h.) **Appendices, Addendums and Exhibits.** All documents which are referred to in this Offer, and which are attached hereto or specifically references and labeled, shall be incorporated in and constitute a part of this Offer.

(i.) **Jurisdiction and Venue.** This Offer shall be governed by Federal law, and the jurisdiction for any litigation shall be in the United States District Court, Northern Division (unofficial), State of Nevada.

(j.) **Entire Agreement.** All terms and conditions with respect to this Offer are expressly contained herein and supersede all previous oral and written statements and documents, and the Seller agrees that no representative or agent of the Government has made any representation or promise with respect to this offer not expressly contained herein. This Offer may be amended, modified or altered only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

(k.) **Disputes.** Any provision in this Offer that purports to assign liability or require expenditure of funds to the Government shall be governed by the applicable provisions of the Contract Disputes Act of 1978, 41 U.S.C. §§ 7101-7109, Anti-deficiency Act, 31 U.S.C. §1341, and the Federal Tort Claims Act, 28 U.S.C. §§1346(b)(1), 2671-2680.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed and delivered this Offer as an instrument under seal as of the date first above written.

SELLER:

By:
Title:

CITY OF _____

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared _____, as authorized signatory for the _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the county and state last aforesaid, this ____ day
of _____, 202__.

Notary Public

SCHEDULE OF EXHIBITS

- Exhibit A -- Legal Description of Land
- Exhibit B -- Notice of Acceptance

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land shown as Parcel B on the Parcel Map for City of Elko, Nevada, recorded in the office of the Elko County Recorder as file no. 775992, on October 26, 2020.

Said Parcel B contains 15.37± acres.

Description prepared by:

Robert Thibault, PE, PLS

Civil Engineer for the City of Elko

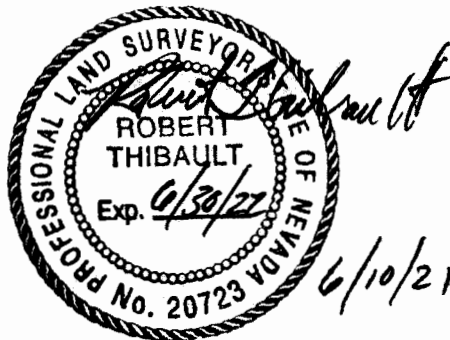


EXHIBIT B
NOTICE OF ACCEPTANCE OF OFFER TO SELL

Date:

Reference is hereby made to that certain Offer to Sell (that “Offer”), made as of the ____ day of _____, 202__, by and between _____, a _____, with an address of _____, (the “Seller”), and THE UNITED STATES OF AMERICA, FOR AND ON BEHALF OF THE DEPARTMENT OF VETERANS AFFAIRS, (together with its assign(s), “Government”), with an address of 810 Vermont Avenue, N.W., Washington, DC 20420.

The Offer is hereby accepted for and on behalf of the Government.

Michael D. Brennan. Ph.D., AIA
Executive Director, Office of Construction and Facilities Management

This Notice of Acceptance shall be sent to:

DISTRICT OF COLUMBIA
CITY OF WASHINGTON

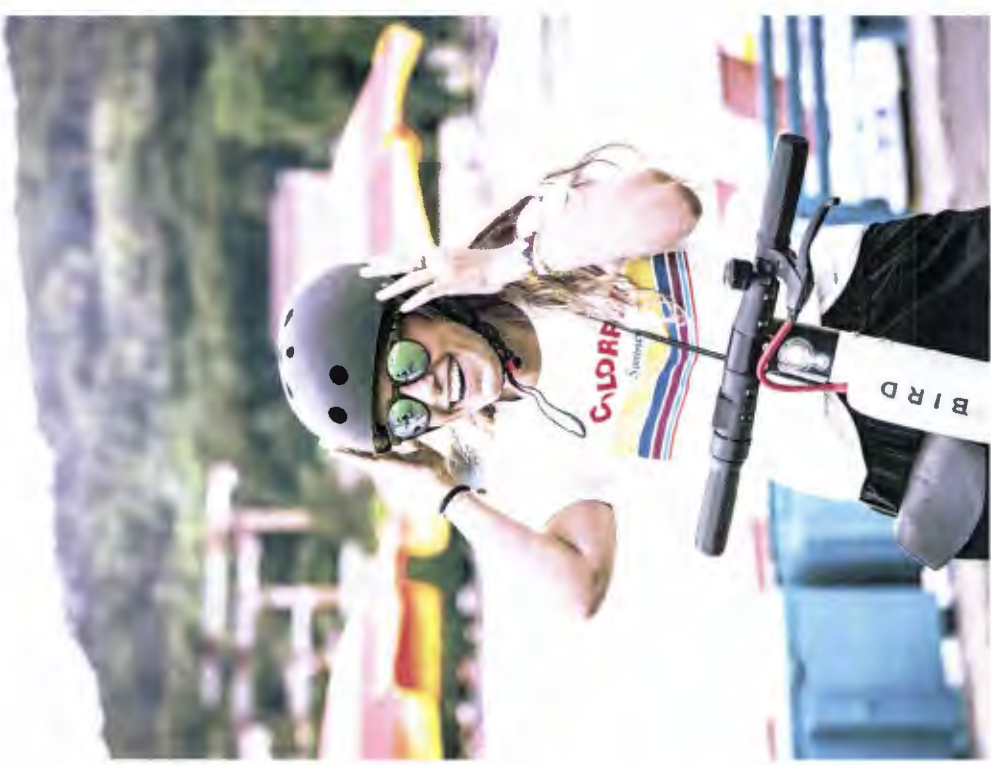
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared _____ as authorized signatory of the Government, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the county and state last aforesaid, this ____ day
of _____, 202_.

Notary Public

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible authorization for Staff to draft an agreement or supporting document with Bird Rides, Inc. for a stand up electric scooter business throughout the community, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 13, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Bird Rides, Inc. has reached out to the City of Elko with a proposal of an electric scooter business in the community. The initial agreement would be an eighteen-month trial period to get a better understanding if the business model works for our community. The initial agreement will require City Council approval. CL**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Presentation from Bird Rides, Inc.**
9. Recommended Motion: **Approve the concept of scooter service in Elko and authorize staff to work with Bird Rides, Inc and the City Attorney on developing an agreement for a trial period of eighteen months.**
10. Prepared by: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Mike Butler**
 Mike.butler@bird.co



Hello,
Elko





What is Bird?

Dockless electric micro-mobility vehicle sharing company.

Our mission is make cities more livable and bring communities together by providing an affordable, environmentally-friendly transit alternative.



Solve last-mile problem and connect more residents to transit options



Reduce congestion and over-reliance on cars



Improve air quality and reduce GHG emissions



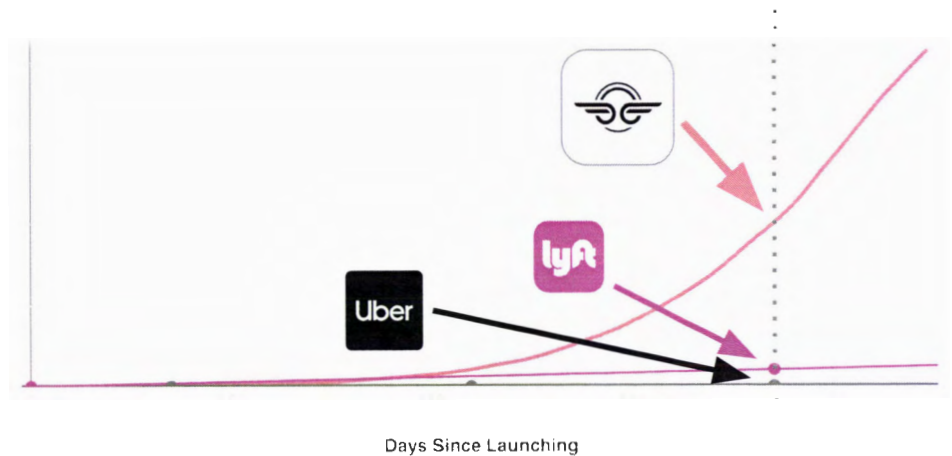
Improve the overall quality of life in cities

How It Started

- Founded in 2017 Bird saw instant success and popularity.
- Over 10 Million rides within the first year.
- Fastest company to reach 1B valuation.
- Currently live in 250 cities globally.
- Quickly learned what to do and what not to do.

BIRD

Total Rides



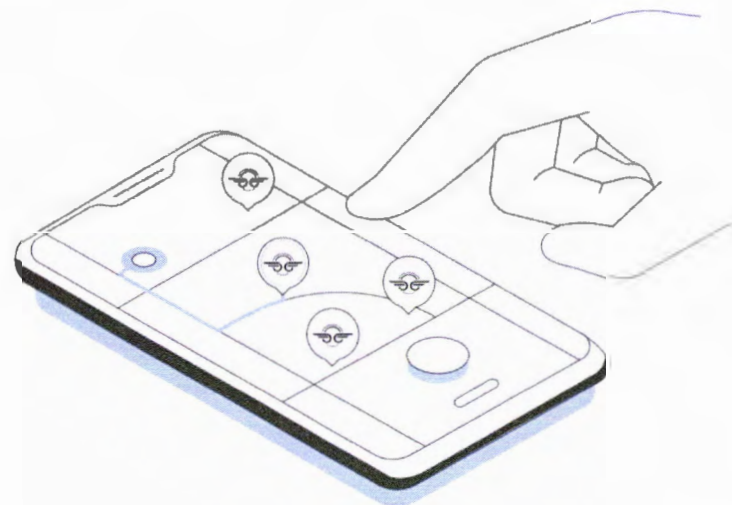
Comparable Markets



City	Population
Fort Scott, KS	7,700
Sebring, FL	10,300
Great Bend, KS	15,300
Hermiston, OR	18,700
Mason City, IA	27,200
Russellville, AR	29,100
Tooele, UT	34,500
Wauwatosa, WI	47,900
Enid, OK	50,300
Ogden, UT	86,000

How it works

New riders must download the Bird app, sign our user agreement, verify their age (18+), add a credit card, and go through educational tutorials.



1

FIND BIRDS
ON THE MAP

2

SCAN QR TO
BEGIN RIDE

3

WATCH SAFETY
TUTORIAL

4

ENJOY THE
RIDE!

The Dockless Model

Riders follow local rules (like a bicyclist would).

Allows riders to have ultimate flexibility and ride anywhere within the designated 'operating zone'.

Follow prompts on the app and park in the 'furniture zone' out of the way of pedestrians and ensuring ADA compliance.

Vehicle waits for next rider or is moved by the 'Fleet Manager'

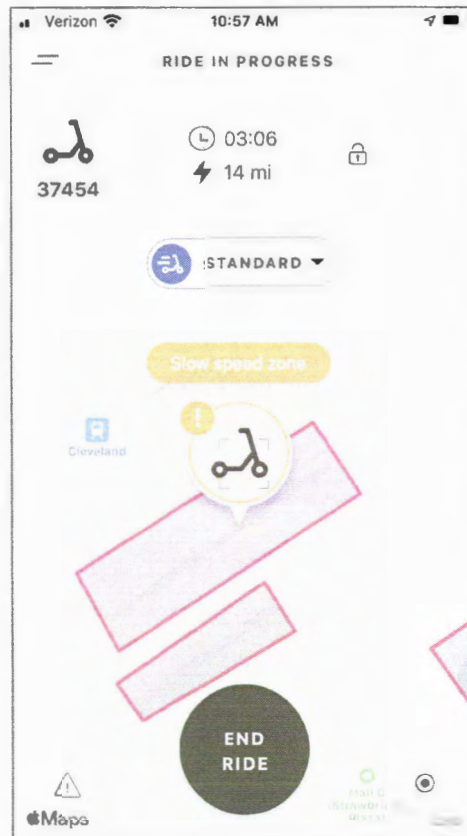
B I R D





Slow zone

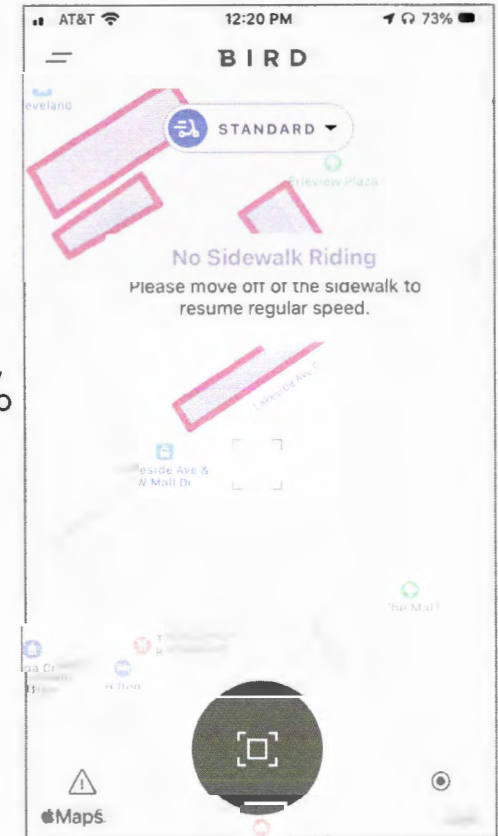
When riders enter a planned slow zone (e.g. a crowded area) they are notified by a vehicle sound and in-app notification before their vehicles safely reduce speed.



Slow Zone

No-ride zone

When riders enter a designated no-ride zone, vehicles will safely slow to a complete stop. Riders are notified by a vehicle sound and an in-app notification.



No Ride Zone

Equitable Pricing Options

Standard Pricing

\$1+ a per minute fee. Averaging ~\$5 a ride.

Bird Access

Discount program available to low-income riders for those who are enrolled or eligible for a government assistance program.

Community

Discount program available to veterans, senior citizens, healthcare workers, students with grants, and select community groups.

B I R D



Fleet Manager

Contract with a local who is responsible for the assigned fleet including charging, repairs, and various performance tasks.

The winning combination:

Local Touch:

- Deep community ties, and local pride/knowledge
- Fast issue resolution
- Economic Opportunity
- No abandoned scooters
- Aligned incentives

Back by the Industry Leader:

- World-class technology & compliance tools
- Operational know-how
- Industry's Safest Vehicles
- Zero startup cost to Fleet Manager or City!

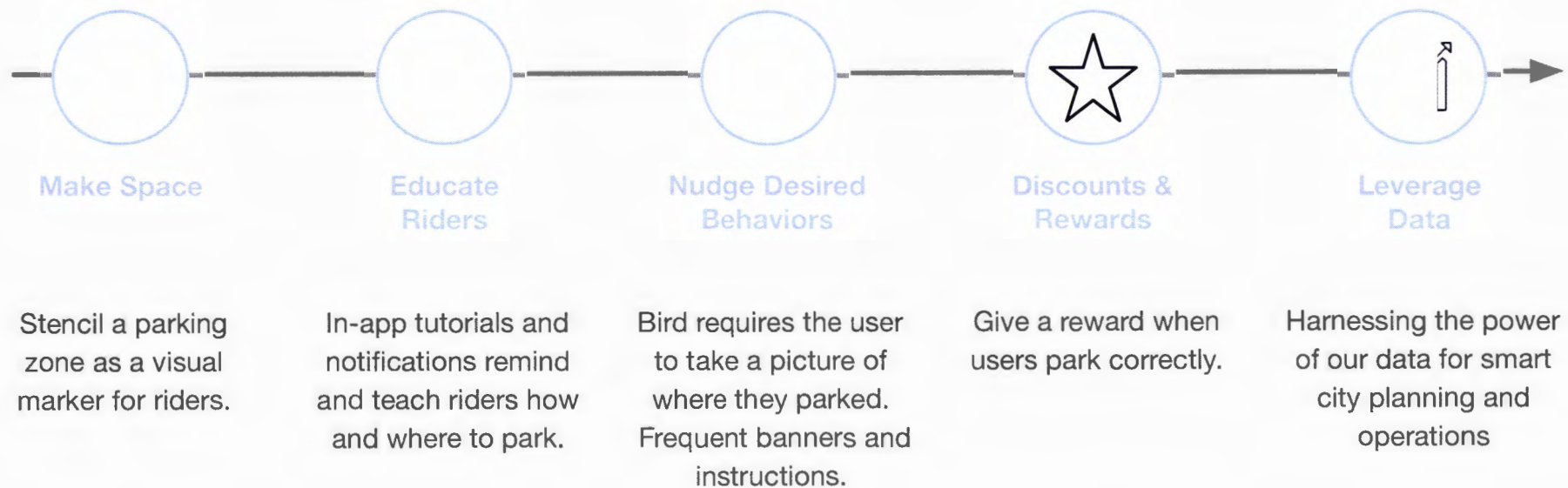


I like being my own boss, the flexibility of setting my own schedule and being able to hire my nephew because he also needed a job.

- Mark, Azbri Productions, Nashville

Addressing Clutter Concerns

Bird's future relies on properly integrating dockless micromobility into our society



Elko Proposal

- ✓ **# of Vehicles:** 75-100
- ✓ **Fleet Managers:** 1
- ✓ **Key staging areas:** Downtown corridor, Parks, GBC Campus, etc.
- ✓ **Prohibited Areas:** TBD
- ✓ **Launch Date:** July / August
- ✓ **Approval Document:** MOU

Thank you



**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval to apply for grant funding in partnership with a provider of fixed broadband service from the National Telecommunication and Information Administration (NTIA) in support of broadband infrastructure build-out for the City of Elko, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 13, 2021**
3. Agenda Category: **New Business**
4. Time Required: **20 Minutes**
5. Background Information:
6. Budget Information: **The National Telecommunication and Information Administration (NTIA) has made approximately \$288M available for a broadband investment program to be managed by the NTIA. The NTIA expects to make awards in the \$5M to \$30M project range. To be eligible, the City must enter into a qualifying agreement with a provider of fixed broadband service. A covered partnership may include more than one provider of fixed broadband service as part of its application. Applications are due not later than August 17, 2021. NTIA expects the earliest start date for awards to be November 29, 2021. Broadband projects must be completed within one year of the receipt of grant funds, but may be extended by the agency. There is no cost share or matching funds requirement; however, applications proposing a non-federal cost share of at least 10% of total eligible costs will receive favorable consideration.**

At least one provider of fixed broadband service has expressed an interest in partnering with the City as part of the program.

The State of Nevada anticipates applying for grant funds under the program; the City and other local governments will have an opportunity to apply together with the State application.

To initiate the process, the City Council should determine the following:

- a. **If available, does the City Council wish to participate in a State application?**
- b. **Determine the amount of funding to apply for.**
- c. **In light of existing Non-Exclusive Franchise Agreements with multiple broadband providers, does the City Council have the legal authority to exclude other local providers from participation in the program?**
- d. **If the City Council chooses to partner with a provider or providers of fixed broadband service, what criteria will the City Council consider in making its selection or selections? SAW**

Agenda Item VI. C.

Appropriation Required: **NA**
Budget amount available: **NA**
Fund name: **NA**

7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Notice of Funding Opportunity**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared by: **Scott A. Wilkinson, City of Elko Assistant City Manager**
11. Committee/Other Agency Review: **Legal**
12. Council Action:
13. Agenda Distribution:

NOTICE OF FUNDING OPPORTUNITY
BROADBAND INFRASTRUCTURE PROGRAM

EXECUTIVE SUMMARY

A. Federal Agency Name

National Telecommunications and Information Administration (NTIA), U.S. Department of Commerce

B. Funding Opportunity Title

Broadband Infrastructure Program

C. Announcement Type

Initial

D. Funding Opportunity Number

NTIA-Broadband-Infrastructure-Program-21

E. Assistance Listing (CFDA Number)

11.031, Broadband Infrastructure Program

F. Key Dates

Complete applications must be received by www.grants.gov no later than 11:59 p.m. Eastern Daylight Time (EDT) on **August 17, 2021**.

Applicants should be aware, and factor in their application submission planning, that the Grants.gov system periodically closes for routine maintenance. Applicants should visit Grants.gov for information about any scheduled closures.

NTIA expects to complete its review, selection of successful applicants, and award processing by **November 15, 2021**. NTIA expects the earliest start date for awards under this Notice of Funding Opportunity (NOFO) to be **November 29, 2021**.

Applicants are strongly urged to read Section IV.D, Attachment of Required Documents, with great attention. Applicants should carefully follow the instructions and recommendations regarding attachments and use the Download Submitted Forms and Applications feature on www.grants.gov to check that all required attachments were contained in their submission. Applications submitted without the required documents will not pass the Initial Administrative Review.

When developing the submission timeline, please keep in mind that: (1) all applicants are required to have current registrations in the electronic System for Award Management (SAM.gov) and Grants.gov; (2) the free annual registration process in SAM.gov generally takes between three (3) and five (5) business days but can take more than three weeks; and (3) applicants will receive e-mail notifications over a period of up to two (2) business days as the application moves through intermediate systems before the applicant learns via a validation or rejection notification whether a federal agency's electronic system has received the application. (See [Grants.gov](https://www.grants.gov) for full information on application and notification through Grants.gov). Please note that a federal assistance award cannot be issued if the designated recipient's registration in SAM.gov is not current at the time of the award.

G. Application Submission Address

Complete application packets must be submitted electronically through www.grants.gov. Complete applications or portions thereof submitted by postal mail, courier, email, or by facsimile will not be accepted. See Section IV of this NOFO for detailed information concerning application submission requirements.

H. Funding Opportunity Description

NTIA issues this NOFO to describe the requirements under which it will award grants for the Broadband Infrastructure Program, authorized by the Consolidated Appropriations Act, 2021, Division N, Title IX, Section 905, Public Law 116-260, 134 Stat. 1182 (Dec. 27, 2020) (Act). The Broadband Infrastructure Program provides new federal funding for the Assistant Secretary to make grants on a competitive basis for the deployment of broadband infrastructure. The Act authorizes grants to covered partnerships for covered broadband projects, defined as competitively and technologically neutral projects for the deployment of fixed broadband service that provides qualifying broadband service in an eligible service area. See Section I of this NOFO for the full Program Description.

I. Funding Instrument

Grant.

J. Eligibility

A covered partnership is eligible for a grant under the Broadband Infrastructure Program. The Act defines a covered partnership as a partnership between: (A) a State, or one or more political subdivisions of a State; and (B) a provider of fixed broadband service. A covered partnership may include more than one provider of fixed broadband service as part of its application. Additionally, a provider of fixed broadband service may participate in more than one covered partnership. See Section III of this NOFO for additional information concerning the eligibility requirements for this program.

K. Anticipated Amounts

NTIA will make up to \$288,000,000 available for federal assistance under the Broadband Infrastructure Program. NTIA expects to make awards under this program within the following funding range: \$5,000,000 to \$30,000,000. This range is not a required minimum or maximum, but covered partnerships requesting amounts for projects outside of this range must provide a reasonable explanation for the variance in their project size. The period of performance for grants issued pursuant to this program is one year, unless such period is otherwise extended in writing by the Grants Officer. Given the limited amount of funding available for broadband infrastructure deployment awards and the potentially large number of covered partnerships that may submit applications for this grant program, NTIA will consider applications based on the priorities enumerated in Section 905(d)(4) of the Act (and set forth in Section I.A. of this NOFO) in their statutory order of priority. *See* Section II of this NOFO for additional information pertaining to award amounts and to the period of performance for grants issued pursuant to this NOFO.

L. Cost Sharing/Matching

The Act authorizing the establishment of the Broadband Infrastructure Program does not contain a statutory cost sharing or matching funds requirement for this grant program. NTIA will not require a covered partnership applying for a grant under the Broadband Infrastructure Program to provide a cost match; however, NTIA will favorably consider applications that propose to contribute a non-federal cost share of at least 10 percent of the total eligible costs of a project. Applicants proposing a cost share amount must document their capacity to provide matching funds in their applications. Matching funds may be in the form of either cash or in-kind contributions consistent with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200.¹ *See* Section III.B of this NOFO for more information pertaining to the cost sharing requirements for this program, Section IV of this NOFO for the application requirements for this program, and Section V of this NOFO for the Evaluation Criteria and Selection Factors for this program.

FULL ANNOUNCEMENT TEXT

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¹ 2 C.F.R. Part 200, available at <http://go.usa.gov/SBYh>.

I. Program Description

NTIA issues this NOFO to describe the requirements under which it will award grants for the Broadband Infrastructure Program, authorized by the Consolidated Appropriations Act, 2021, Division N, Title IX, Section 905, Public Law 116-260, 134 Stat. 1182 (Dec. 27, 2020) (Act). The purpose of the Broadband Infrastructure Program is to provide federal funding to deploy broadband infrastructure to eligible service areas of the country.

A. Overview of the Broadband Infrastructure Program: The Broadband Infrastructure Program makes grants on a competitive basis to covered partnerships for covered broadband projects. The term “covered partnership” means a partnership between: (A) a State, or one or more political subdivisions of a State; and (B) a provider of fixed broadband service. A covered partnership may include more than one provider of fixed broadband service as part of its application. Additionally, a provider of fixed broadband service may participate in more than one covered partnership. A provider of broadband service that is part of a covered partnership is not required to be designated as an eligible telecommunications carrier pursuant to section 214(e) of the Communications Act of 1934 (47 U.S.C. 214(e)). NTIA encourages municipalities, non-profits, or cooperatives that own and/or operate broadband networks to participate in this program as part of a covered partnership.

The term “covered broadband project” means a competitively and technologically neutral project for the deployment of fixed broadband service that provides qualifying broadband service in an eligible service area. The term “qualifying broadband service” means broadband service with: (A) a download speed of not less than 25 megabits per second; (B) an upload speed of not less than 3 megabits per second; and (C) a latency sufficient to support real time, interactive applications. For purposes of this program, NTIA will interpret the 25/3 standard to mean the ability to provide 25 Mbps downstream and 3 Mbps upstream simultaneously to every household in the eligible service area. NTIA will interpret latency to mean 95 percent or more of all peak period measurements of network round trip latency [*i.e.*, the total round-trip latency between the customer premises and the closest designated Internet core peering interconnection point] are at or below 100 milliseconds. Including these particulars in the definition will help ensure that applicants can realistically provide service that meets NTIA’s “qualifying broadband service” standard reliably on the ground while also recognizing the Act’s requirement for technologically neutral projects. Using these standards also maintains consistency with how other federal support programs apply these terms.²

The term “eligible service area” means a census block in which broadband service is not available at one or more households or businesses in the census block, as determined by the Assistant Secretary on the basis of: (A) the maps created under section 802(c)(1) of the Communications Act of 1934 (47 U.S.C. 642(c)(1)); or (B) if the maps described in subparagraph (A) are not available, the most recent information available to the Assistant Secretary, including information provided by the Federal Communications Commission (FCC).

² See Rural Utilities Service, Department of Agriculture, *Funding Opportunity Announcement and Solicitation of Application for Second Round of the Reconnect Program*, 84 Fed. Reg. 67913, 67918 (Dec. 12, 2019); *In the Matter of Rural Digital Opportunity Fund*, WC Docket No. 19-126; *In the Matter of Connect America Fund*, WC Docket No. 10-90, FCC 20-5, at ¶ 32 (Feb. 7, 2020), <https://docs.fcc.gov/public/attachments/FCC-20-5A1.pdf> at paragraph 36.

To be eligible for a grant under the Broadband Infrastructure Program, Section 905(d)(3) of the Act requires that the covered partnership submit an application that describes the covered partnership, the covered broadband project proposed for funding, including the cost of the project and the speed of the broadband service offerings, and the proposed service area of the project. Additionally, the Act requires the applicant to disclose any other federal or state support that the broadband service provider that is part of the covered partnership has received to deploy broadband service in the proposed service area. NTIA will factor such information as it considers applications eligible for award, but the receipt of other federal or state funds does not necessarily preclude the covered partnership from receiving a grant under the Broadband Infrastructure Program. NTIA will also ensure that necessary investments are designed to provide an adequate minimum level of service and are unlikely to be made using private sources of funds.

In awarding grants under this program, the Assistant Secretary will give priority to applications for covered broadband projects as follows, in decreasing order of priority, as set forth in Section 905(d)(4) of the Act:

- (1) Covered broadband projects designed to provide broadband service to the greatest number of households in an eligible service area;
- (2) Covered broadband projects designed to provide broadband service in an eligible service area that is wholly within any area other than:
 - (i) a county, city, or town that has a population of more than 50,000 inhabitants; and
 - (ii) the urbanized area contiguous and adjacent to a city or town of more than 50,000 inhabitants;
- (3) Covered broadband projects that are the most cost-effective, prioritizing such projects in areas that are the most rural;
- (4) Covered broadband projects designed to provide broadband service with a download speed of not less than 100 megabits per second and an upload speed of not less than 20 megabits per second; and
- (5) Any other covered broadband project that meets the requirements of this NOFO.

Additionally, NTIA is interested in ensuring that any broadband infrastructure deployed under this grant program will have the ability to evolve, sustain, and scale for future advanced services that will also be important to the U.S. economy. In the years ahead, emerging technologies such as cloud technologies, artificial intelligence, health IoT and telemedicine, smart grid, and 5G, will all require broadband networks capable of delivering much faster speeds, lower latency, and higher reliability than those now codified by various federal agencies. Thus, NTIA encourages the submission of project proposals that deploy future-proof infrastructure, *e.g.*, fiber.

It is important that necessary investments in broadband infrastructure be carried out in ways that produce high-quality infrastructure, avert disruptive and costly delays, and promote efficiency. NTIA understands the importance of promoting workforce development and encourages recipients to ensure that broadband projects use strong labor standards, including project labor agreements and community benefit agreements that offer wages at or above the prevailing rate and include local hire provisions, not only to promote effective and efficient delivery of high-quality infrastructure projects but also to support the economic recovery through strong employment opportunities for workers. Using these practices in construction projects may help to ensure a reliable supply of skilled labor that would minimize disruptions, such as those associated with labor disputes or workplace injuries.

The Act requires covered partnerships to complete their covered broadband projects within one year of their receipt of grant funds. The Assistant Secretary, however, may extend the award period for broadband infrastructure construction projects if the covered partnership certifies that: (1) it has a plan for the use of the grant funds, (2) the construction project is underway, or (3) extenuating circumstances require an extension of time to allow the project to be completed.

NTIA issues this NOFO to invite covered partnerships to submit applications for the Broadband Infrastructure Program, provide information on the amount of funding available for award, discuss how it will allocate funds to qualifying applicants, give instructions on the application process, and describe the evaluation criteria for application review and the factors for award selection. The definitions applicable to this NOFO are set forth below.

B. Definitions.—The following definitions are applicable to the Broadband Infrastructure Program:

(a) Assistant Secretary—The term “Assistant Secretary” means the Assistant Secretary of Commerce for Communications and Information.

(b) Broadband or Broadband Service—The term “broadband” or “broadband service” has the meaning given the term “broadband internet access service” in 47 C.F.R. § 8.1(b), or any successor regulation.

(c) Commission—The term “Commission” means the Federal Communications Commission.

(d) Community Anchor Institutions—means schools, libraries, medical and healthcare providers, public safety entities, public housing authorities, institutes of higher education and other community support organizations that provide outreach, access, equipment and support services to facilitate greater use of broadband service by the entire population and local governments.

(e) Covered Broadband Project—The term “covered broadband project” means a competitively and technologically neutral project for the deployment of fixed broadband service that provides qualifying broadband service in an eligible service area.

(f) Covered Partnership— The term “covered partnership” means a partnership between: (A) a State, or one or more political subdivisions of a State; and (B) a provider of fixed broadband

service. A provider of broadband service that is part of a covered partnership is not required to be designated as an eligible telecommunications carrier pursuant to section 214(e) of the Communications Act of 1934 (47 U.S.C. 214(e)).

(g) Department—The term “Department” means the Department of Commerce.

(h) Eligible Service Area—The term “eligible service area” means a census block in which broadband service is not available at one or more households or businesses in the census block, as determined by the Assistant Secretary on the basis of: (i) the maps created under section 802(c)(1) of the Communications Act of 1934 (47 U.S.C. 642(c)(1)); or (ii) if the maps described in subparagraph (i) are not available, the most recent information available to the Assistant Secretary, including information provided by the Commission.

(i) Qualifying Broadband Service—The term “qualifying broadband service” means broadband service with: (i) a download speed of not less than 25 megabits per second; (ii) an upload speed of not less than 3 megabits per second; and (iii) a latency sufficient to support real-time, interactive applications. For purposes of this program, NTIA will interpret the 25/3 standard to mean the ability to provide 25 Mbps downstream and 3 Mbps upstream simultaneously to every household in the eligible service area. NTIA will interpret latency to mean 95 percent or more of all peak period measurements of network round trip latency [*i.e.*, the total round-trip latency between the customer premises and the closest designated Internet core peering interconnection point] are at or below 100 milliseconds.

(j) State—Any State of the United States, the District of Columbia, Puerto Rico, American Samoa, Guam, the United States Virgin Islands, the Northern Mariana Islands, and any other territory or possession of the United States.

(k) Unserved.—The term “unserved,” with respect to a household, means: (A) the household lacks access to qualifying broadband service; and (B) no broadband provider has been selected to receive, or is otherwise receiving, Federal or State funding subject to enforceable build out commitments to deploy qualifying broadband service in the specific area where the household is located by dates certain, even if such service is not yet available, provided that the Federal or State agency providing the funding has not deemed the service provider to be in default of its buildout obligations under the applicable Federal or State program.

II. Federal Award Information

A. Funding Availability

NTIA will make up to \$288,000,000 available for federal assistance under the Broadband Infrastructure Program.

B. Project/Award Period

As established in Section 905(d)(5)(A) of the Act, the award period for the Broadband Infrastructure Program is one year from the initial receipt of grant funds.

1. Extensions: The Assistant Secretary may extend the one-year award period for a covered partnership that proposes to use the grant funds for construction of broadband infrastructure if the covered partnership certifies that:

- (i) the covered partnership has a plan for use of the grant funds;
- (ii) the construction project is underway; or
- (iii) extenuating circumstances require an extension of time to allow the project to be completed.

2. Petition for Extension: The covered partnership may submit a request for an extension of the one-year award period with its application or not later than ninety (90) calendar days before the end of the award period.

3. Reversion of Funds: NTIA will make any grant funds not expended by a covered partnership by the end of the one-year award period set forth in the Act available to other covered partnerships for the purposes provided in the Broadband Infrastructure Program, unless the Assistant Secretary has granted the covered partnership an extension of time to complete its project.

C. Award Amount

NTIA will make the amounts appropriated under the Broadband Infrastructure Program available on a competitive basis to covered partnerships, as defined in Section I.B.f of this NOFO, to implement covered broadband projects, as defined in Section I.B.e of this NOFO.

NTIA expects to make awards under this program within the following funding range: \$5,000,000 to \$30,000,000. This range is not a required minimum or maximum, but covered partnerships requesting amounts for projects outside of this range must provide a reasonable explanation for the variance in their project size.

Given the limited amount of funding available to award for broadband infrastructure deployment and the potentially large number of covered partnerships that may submit applications for this grant program, NTIA will consider applications based on the priorities enumerated in Section 905(d)(4) (and set forth in Section I.A. of this NOFO) in their statutory order of priority. Thus, NTIA will sequence all applications that address priority one and propose a covered broadband project designed to provide broadband service to the greatest number of (unserved) households in an eligible service area and evaluate them against the objective criteria set forth in Section V.A of the NOFO to determine their eligibility for award. To the extent that funding remains available after NTIA completes its review of priority one applications, NTIA will then sequence applications that address priority two. NTIA will continue this priority sequencing process until it has awarded all available funding.

In addition, NTIA retains discretion to make supplemental awards to a covered partnership to the extent that another covered partnership does not expend some or all of its grant funds during the other covered partnership's period of performance.

D. Treatment of Unallocated Funds

1. In General: In accordance with Section 905(e)(2)(F) of the Act, if a covered partnership does not submit an application by the deadline established under this NOFO, or the Assistant Secretary does not approve an application submitted by a covered partnership under this NOFO, the Assistant Secretary will make the amounts allocated for the covered partnership available to other covered partnerships applying to the Broadband Infrastructure Program.

2. Second Process: The Assistant Secretary will initiate a second notice and application process to reallocate any funds that remain available after awarding grants to covered partnerships that submitted approved applications during the initial round of funding for the Broadband Infrastructure Program.

E. Type of Funding Instrument

The funding instrument for awards made pursuant to the NOFO will be a grant.

III. Eligibility Information

A. Eligible Applicants

1. An applicant must be a covered partnership as defined in Section I.B.f of this NOFO. Specifically, the term “covered partnership” means a partnership between: (A) a State, or one or more political subdivisions of a State; and (B) a provider of fixed broadband service. The partnership does not need to be documented in a formal legal agreement at the time of application submission but should be expressed in the application as a general intent to cooperate in implementing the covered broadband project proposed for an award. A covered partnership may include more than one provider of fixed broadband service as part of its application. Additionally, a fixed broadband service provider may participate in more than one covered partnership.

Furthermore, the Assistant Secretary will not require a provider of broadband service that is part of a covered partnership to be designated as an eligible telecommunications carrier pursuant to section 214(e) of the Communications Act of 1934 (47 U.S.C. 214(e)) to be eligible to receive a grant under this NOFO or as a condition of receiving a grant under this NOFO.

2. Designation of Lead Applicant—The governmental entity (either a State or a political subdivision of a State that must be included in a covered partnership) must serve as the lead applicant for the covered partnership and would enter into the grant agreement with NTIA and assume primary operational and financial responsibility for completing the project should an award be made.

B. Cost Sharing or Matching

The Act authorizing the establishment of the Broadband Infrastructure Program does not contain a statutory cost sharing or matching funds requirement. NTIA will not require a covered partnership applying for a grant under the Broadband Infrastructure Program to provide a cost

match; however, NTIA will favorably consider applications that propose to contribute a non-federal cost match of at least 10 percent of the total eligible costs of the project. *See* Section V of this NOFO for the Evaluation Criteria and the Selection Factors for this program. Applicants proposing a cost share amount must document their capacity to provide matching funds in their applications. Matching funds may be in the form of either cash or in-kind contributions consistent with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200.³ Non-federal cost share committed to an award by a covered partnership will be treated as voluntary committed cost sharing (as defined in 2 C.F.R. § 200.1) and will be a binding commitment under the award. The failure of a covered partnership to meet its voluntary committed cost share may result in a decrease in federal grant funds.

In-kind contributions, which include third party in-kind contributions, are non-cash donations of property, goods or services, which benefit a federally assisted project, and which may count toward satisfying the non-federal matching requirement of a project's total budgeted costs when such contributions meet certain criteria.⁴ In-kind contributions must be allowable and allocable project expenses. The rules governing allowable in-kind contributions are very detailed and encompass a wide range of properties and services. NTIA encourages applicants to thoroughly consider potential sources of in-kind contributions that, depending on the particular property or service and the applicable federal cost principles, could include: employee or volunteer services; equipment; supplies; indirect costs; computer hardware and software; and use of facilities. It is important to note that federal funds may not be used as non-federal match, except as expressly provided by federal statute.⁵

C. Other

1. Eligible and Ineligible Uses of Project Funds – *See* Section IV.J of this NOFO for information concerning the eligible and ineligible uses of project funding (including non-federal cost share) under the Broadband Infrastructure Program.

2. Single Application — Section 905(e)(2)(C) of the Act states that a covered partnership may submit only one application for the Broadband Infrastructure Program.

3. State Coordination on Covered Broadband Projects — Given the Act's requirement that a covered partnership submit only one application and the limited amount of federal funds available for award, NTIA encourages political subdivisions of a State that are contemplating forming a covered partnership with one or more providers of fixed broadband service to coordinate and consult with the State's Broadband Office or other coordinating body to ensure that the proposal is consistent with a State's broadband plan or priorities. Such coordination enables the State to evaluate the proposed covered broadband projects presented for consideration and ensure the submission of top priority projects for funding under the Broadband

³ *See id.* and 2 C.F.R. § 200.306.

⁴ *See* 2 C.F.R. § 200.306.

⁵ *See id.*

Infrastructure Program. Additionally, the applicant must identify on Line 19 of the SF-424 application form whether the application is subject to State review pursuant to Executive Order 12372 and whether the application was selected for review by the State.

IV. Application and Submission Information

A. Address to Request Application Package

Application forms and instructions are available on the Grants.gov website (www.grants.gov). To access these materials, go to <http://www.grants.gov>, select “How to Apply for Grants,” and then select “Search for Opportunity Package.” Enter the CFDA number (11.031) and/or the funding opportunity number (NTIA-Broadband-Infrastructure-Program-21). Select “Grant Opportunity Package,” and then follow the prompts. To download the instructions, go to “Preview Opportunity Package” and select “Download Instructions.” NTIA recommends that applicants visit Grants.gov prior to filing their applications so that they fully understand the process and requirements. Failure to properly register and apply for funds under the Broadband Infrastructure Program by the deadline established in this NOFO may result in a covered partnership losing this grant opportunity. Applications are accepted until the deadline and are processed as received. Application packages, or portions thereof, submitted by email, paper, or facsimile will not be accepted.

With respect to electronic methods for providing information about funding opportunities or accepting applicants’ submissions of information, NTIA is responsible for compliance with Section 508 of the Rehabilitation Act of 1973, as amended by the Workforce Act of 1998.

B. Content and Form of Applications

Applications for the Broadband Infrastructure Program must be complete and follow the format described in this NOFO. Complete applications must be received by www.grants.gov no later than 11:59 p.m. Eastern Daylight Time (EDT) on **August 17, 2021**. Pre-applications are not being accepted for this program.

A complete application packet consists of the following forms and required submissions, which are discussed in more detail below.

1. Standard Form 424: Application for Federal Assistance

This is the title page (SF-424). This form (and all additional forms requiring a signature) must be signed by the applicant’s authorized organization representative (AOR). Electronic signatures submitted through www.grants.gov satisfy this requirement.

- SF-424, Item 8.d Zip/Postal Code field, should reflect the Zip code + 4 (#####-####) format.
- SF-424, Item 12, should list the NOFO number as NTIA-Broadband-Infrastructure-Program-21.
- SF-424, Item 18, should list the total federal budget amount requested for the entire project.

- SF-424, Item 19, Applications under this program are subject to Executive Order 12372, “Intergovernmental Review of Federal Programs,” which requires intergovernmental consultation with state and local officials. Applicants are required to submit a copy of their applications to their designated state Single Point of Contact (SPOC) offices, which should be reflected in Item 19 on the SF-424.
- For SF-424, Item 21, the list of certifications and assurances that are referenced is contained in the Federal Financial Assistance Certifications and Representations (Certs and Reps) as part of the SAM.gov entity registration, as well as the Certifications Regarding Debarment and Suspension, as described in section IV.F of this NOFO below.

2. Standard Form 424C: Budget Information for Construction Programs (SF-424C)

Applicants must complete this form and, as indicated in section IV.B.7 below, provide a detailed budget narrative that adequately describes all proposed activities and costs for their grant-funded project(s).

3. Standard Form 424D: Assurances for Construction Programs (SF-424D)

The SF-424D is required for all applicants that have not updated their System for Award Management (SAM.gov) entity registration since February 2, 2019 to include the federal financial assistance Certifications and Representations (Certs and Reps). If an applicant has updated their SAM.gov entity registration since February 2, 2019 to include the certifications and representations, then the SF-424D is not required.

4. CD-511 Certification Regarding Lobbying

Enter “NTIA-Broadband-Infrastructure-Program-21” in the Award Number field. Enter the title of the application used in field 15 of the SF-424, or an abbreviation of that title, in the Project Name field.

5. Standard Form LLL, Disclosure of Lobbying Activities (if applicable)

6. Project Narrative

The Project Narrative is a word-processed document of not more than twenty (20) single-spaced pages (40 double-spaced pages) responsive to the program description, statutory purposes, funding priorities, and the evaluation criteria set forth in this NOFO. The Project Narrative shall include:

- a. An executive summary of the project not to exceed two (2) pages. Please note, if an applicant’s proposal is selected for funding, NTIA may use all or a portion of the Executive Summary as part of a press release issued by NTIA, or for other public information and outreach purposes. Applicants are advised not to incorporate information that concerns business trade secrets or other confidential commercial or financial information as part of the Executive Summary. *See also* 15 C.F.R. § 4.9(c) concerning the designation of business information by the applicant;

- b. A description of the covered partnership, including a description of the organizations involved and the qualifications and experience of key personnel responsible for implementing the proposed project, including;
- i. **Table of Funded Project Participants and Unfunded Informal Collaborators.** (Does not count toward the page limit). Provide a table that identifies all organizations that will participate in and contribute to the proposed activities, if funded, known at the time of the application submission. The table should consist of an alphabetically ordered list, by organization, of all Funded Project Participants and all Unfunded Informal Collaborators. The table should include the organization's name, address, administrative role, scope of work (funded participants only) and proposed funding amount (funded participants only). Administrative roles are: applicant, subrecipient, or contractor for funded participants; or collaborator if they will not receive funding.
 - ii. **Resumes of Key Personnel.** (Does not count toward page limit but are limited to one-page each). One-page resumes of no more than five key personnel from the participants in the covered partnership (not subrecipients) may be included. Any information beyond one page for each resume and any additional resumes submitted will not be considered.
- c. A description of the covered broadband project to be funded by the grant, including the services, speed or tiers of speeds at which the covered partnership plans to offer broadband service, the proposed prices of the broadband service offerings, the technical details of the project, including the type of technology to be deployed, and the cost details of the project, including financial analyses and revenue and expense projections, and a description of why federal financial assistance is needed to implement the covered broadband project;
- d. A description of the area to be served by the covered broadband project (referred to as the proposed service area) including a list of the census blocks to be served, or portions thereof, the percentage of the total unserved (lack of infrastructure) population to be served by the project, and the number of unserved households, businesses, and community anchor institutions the project plans to connect;
- e. A description of which statutory funding priority(ies) (as set forth in Section I.A of this NOFO) the proposed project would address and how the proposed project would address such funding priority(ies);
- f. A description of how the project addresses the evaluation criteria identified in Section V.A of this NOFO, including a description of project beneficiaries, service area level of need, project sustainability, and expected outcomes;

- g. A description of how their deployment will have the ability to scale over time for greater capability (*e.g.*, using integrated advanced services such as 5G or fiber);
- h. A project plan describing all major project activities and timelines for implementation, including key deployment milestones;
- i. A brief description of the physical project area and its surroundings (*e.g.*, disturbed or developed land vs. open space; adjacent natural resources, such as rivers, wetlands, or forestlands; and any protected lands or resources in or near the project area), including site photographs and aerial (*e.g.*, Google Earth or Google Maps images) photographs, if the project includes construction and/or ground disturbing activities. This description should also describe how the covered partnership intends to comply with the environmental and historic preservation requirements applicable to an award received under the Broadband Infrastructure Program (including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act), and if applicable, provide a copy of any environmental and historic preservation review documentation that has been prepared in connection with obtaining permits or approvals from State, local or other federal entities. It is the applicant's responsibility to obtain all necessary federal, State, and local governmental permits and approvals necessary for the proposed work to be conducted. Applicants are expected to design their projects so that they minimize the potential for adverse impacts on the environment. Applicants also will be required to cooperate with NTIA in identifying feasible measures to reduce or avoid any identified adverse environmental impacts of their proposed projects. The failure to do so may be grounds for not making an award. Environmental and historic preservation review documentation, if provided, is not included in the 20-page limit of the project narrative; and
- j. A description of any support provided to the provider of broadband service that is part of the covered partnership through:
 - i. Any grant, loan, or loan guarantee provided by a State to the provider of broadband service for the deployment of broadband service in the proposed service area;
 - ii. Any grant, loan, or loan guarantee with respect to the proposed service area provided by the Secretary of Agriculture under:
 - 1. Title VI of the Rural Electrification Act of 1936 (7 U.S.C. 950bb *et seq.*), including: any program to provide grants, loans, or loan guarantees under sections 601 through 603 of that Act (7 U.S.C. 950bb *et seq.*); and the Community Connect Grant Program established under section 604 of that Act (7 U.S.C. 950bb-3); or
 - 2. The broadband loan and grant pilot program known as the "Rural eConnectivity Pilot Program" or the "ReConnect

Program” authorized under section 779 of division A of the Consolidated Appropriations Act, 2018 (Public Law 115–141; 132 Stat. 348);

- iii. Any high-cost universal service support provided under section 254 of the Communications Act of 1934 (47 U.S.C. 254);
- iv. Any grant provided under section 6001 of the American Recovery and Reinvestment Act of 2009 (47 U.S.C. 1305);
- v. Amounts made available for the Education Stabilization Fund under the heading “DEPARTMENT OF EDUCATION” in title VIII of division B of the CARES Act (Public Law 116–136; 134 Stat. 564);
or
- vi. Any other grant, loan, or loan guarantee provided by the Federal Government for the provision of broadband service.

k. A description of whether and, if so, how the project will incorporate strong labor standards, including project labor agreements and community benefit agreements that offer wages at or above the prevailing rate and include local hire provisions, and a description of the applicant’s workforce plans and practices.

7. Budget Narrative and Detailed Budget Justification

Applicants must submit a Detailed Budget Justification in the form of a spreadsheet, as well as a Budget Narrative in the form of a word document. All budget information must support the dollar amounts identified in the SF-424 and SF-424C and demonstrate that the project or activity meets the eligible use requirements in the Act and this NOFO.

The Detailed Budget Justification spreadsheet must reflect the cost categories that appear on the SF-424C (*e.g.*, administrative and legal expenses; land; structures; rights-of-way; appraisals; construction, etc.) and include itemized calculations for each cost placed under those categories. The spreadsheet must be formatted to fit letter-sized paper (8.5” x 11”).

The Budget Narrative must explain the necessity and basis for all costs, clearly correspond to the information included in the Detailed Budget Justification spreadsheet, and reflect only allowable costs that are consistent with the project scope. Information on cost allowability is available in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200, which apply to awards in this program.

If cost sharing or matching funds are included in the budget, the applicant must identify the non-federal source (*e.g.*, state funding) and distinguish the non-federal and federal portions of the budget in the Detailed Budget Justification and Budget Narrative. Information regarding cost sharing or matching funds is available in 2 C.F.R. § 200.306.

8. Indirect Cost Rate Agreement (as applicable)

If indirect costs are included in the proposed budget, provide a copy of the approved negotiated agreement if this rate was negotiated with a cognizant federal agency. If the rate was not established by a cognizant federal agency, provide a statement to this effect. If the successful applicant includes indirect costs in the budget and has not established an indirect cost rate with a cognizant federal agency, the applicant will be required to obtain such a rate in accordance with Section B.06 of the Department of Commerce Financial Assistance Standard Terms and Conditions, dated November 12, 2020.

Alternatively, in accordance with 2 C.F.R. § 200.414(f), applicants, other than entities described in Section D.1.b. of Appendix VII to 2 C.F.R. Part 200, that do not have a current negotiated indirect cost rate (including a provisional rate) may elect to charge indirect costs to the award pursuant to a de minimis rate of 10 percent of modified total direct costs, in which case a negotiated indirect cost rate agreement is not required. As described in 2 C.F.R. § 200.403, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. Once chosen, this methodology must be used consistently for all federal awards until such time as a non-federal entity chooses to negotiate for a rate, which the non-federal entity may apply to do at any time. Applicants proposing a 10 percent de minimis rate pursuant to 2 C.F.R. § 200.414(f) must note this election as part of the budget portion of the application.

9. Letters of Commitment

Each application must include a Letter of Commitment from an authorized representative of each member of the covered partnership. The Letter of Commitment will discuss the scope of work to be undertaken by the member of the covered partnership and its relevance to the covered broadband project.

10. Maps of proposed service areas (preferably in shapefiles, .kmz, or .kml formats).

11. Pro forma financial information and analyses, such as balance sheets, income statements, and statements of cash flows; and

12. Network diagram(s) and system design(s).

C. Additional Application Materials

No additional application materials are required, beyond what is enumerated above.

D. Attachment of Required Documents

Items in Section IV.B.1 through IV.B.5 above are part of the standard application package in Grants.gov and can be completed through the download application process.

Items in Section IV.B.6 through IV.B.12 above must be completed and attached by clicking on "Add Attachments" found in item 15 of the SF-424, Application for Federal Assistance. This will create a zip file that allows for transmittal of the documents electronically via Grants.gov.

Applicants should carefully follow specific Grants.gov instructions at www.Grants.gov to ensure the attachments will be accepted by the Grants.gov system. A receipt from Grants.gov indicates only that an application was transferred to a system. It does not provide details concerning whether all attachments (or how many attachments) transferred successfully. Applicants will receive a series of e-mail messages over a period of up to two business days before learning whether a federal agency's electronic system has received its application.

E. Application Format

1. Paper, Emailed and Facsimile (fax) submissions

Paper, email and facsimile submissions will not be accepted.

2. Figures, graphs, images, and pictures

Should be of a size that is easily readable or viewable and may be landscape orientation.

3. Font

Easy to read font (10-point minimum). Smaller type may be used in figures and tables but must be clearly legible.

4. Line spacing

Applicants may use single spacing or double spacing.

5. Margins

One inch top, bottom, left, and right.

6. Page layout

Portrait orientation except for figures, graphs, images, and pictures. Paragraphs are to be clearly separated from each other by double spacing, paragraph formatting or equivalent.

7. Page limit

The Project Narrative is limited to 20 pages single spaced (40 pages double spaced), noting the limit of two (2) pages for the Executive Summary. Resumes, environmental and historic preservation review documentation, the table of funded project participants, and unfunded informal collaborators are not included in the page count of the Project Narrative. However, if resumes are included, resumes must be a maximum of one (1) page each.

8. Page numbering

Number pages sequentially.

9. Page size

8½ inches by 11 inches, excluding maps of proposed service areas or network or system diagrams.

10. Application language

English.

11. Typed document

All applications, including forms, must be typed.

F. Certifications Regarding Debarment and Suspension (applies to all members of a covered partnership and to all subrecipients)

By signing and submitting an application for funding pursuant to the Broadband Infrastructure Program, the applicant is making the following certifications (*see* Line 21 on the SF-424):

1. Instructions for Primary Tier Participant Certification (covered partnerships):
 - a. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 C.F.R. Parts 180, 1200 and 1326.
 - b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
 - c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
 - d. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- e. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 C.F.R. Parts 180, 1200 and 1326. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
 - f. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
 - g. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 C.F.R. Parts 180, 1200 and 1326.
 - h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 - i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - j. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency may terminate the transaction for cause or default.
2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Tier Covered Transactions:

- a. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
- b. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any federal department or agency;
- c. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- e. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- f. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Instructions for Lower Tier Participant Certification (applies to subrecipients):

- a. By submitting this proposal and accepting federal funding, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 C.F.R. Parts 180, 1200 and 1326.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 C.F.R. Parts 180, 1200 and 1326. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, declared

ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- f. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 C.F.R. Parts 180 and 1200.
 - g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
 - h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:
- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any federal department or agency.
 - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

G. Dun & Bradstreet Number and System for Award Management

Pursuant to 2 C.F.R. Part 25, an applicant or recipient (as the case may be) is required to: (i) be registered in the System for Award Management (SAM) before submitting its complete application packet; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency, unless otherwise excepted from these requirements pursuant to 2 C.F.R. § 25.110. NTIA will not make a federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time that NTIA is ready to make a federal award pursuant to this NOFO, NTIA may determine that the applicant is not qualified to receive a federal award.

1. DUNS Number

All applicants must supply a Dun and Bradstreet Data Universal Numbering System (DUNS) number. Applicants can receive a DUNS number at no cost by calling the dedicated toll-free DUNS number request line at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>.

2. System for Award Management

All applicants must register in the SAM before submitting a complete application packet. Additionally, the applicant must maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. Applicants can register for the SAM at <https://www.sam.gov/>.

H. Submission Dates and Times

Complete applications must be received by www.grants.gov no later than 11:59 p.m. Eastern Daylight Time (EDT) on **August 17, 2021**. Complete applications or portions thereof submitted by postal mail, courier, email, or by facsimile will not be accepted. All application forms and documents must be included with an applicant's complete application packet submission via www.grants.gov. Applicants should be aware, and factor in their application submission planning, that the Grants.gov system periodically closes for routine maintenance. Applicants should visit Grants.gov for information about any scheduled closures.

When developing the submission timeline, please keep in mind that: (1) all applicants are required to have current registrations in the electronic System for Award Management (SAM.gov) and Grants.gov; (2) the free annual registration process in SAM.gov generally takes between three (3) and five (5) business days but can take more than three weeks; and (3) applicants will receive e-mail notifications over a period of up to two (2) business days as the application moves through intermediate systems before the applicant learns via a validation or rejection notification whether a federal agency's electronic system has received the application. (See Grants.gov for full information on application and notification through Grants.gov). Please

note that a federal assistance award cannot be issued if the designated recipient's registration in SAM.gov is not current at the time of the award.

NTIA expects to complete its review, selection of successful applicants, and award processing by **November 15, 2021**. NTIA expects the earliest start date for awards under this NOFO to be **November 29, 2021**.

I. Intergovernmental Review

Applications from a State or a political subdivision of the State under this program are subject to Executive Order 12372, "Intergovernmental Review of Federal Programs," which requires intergovernmental consultation with state and local officials. All applicants are required to submit a copy of their applications to their designated state Single Point of Contact (SPOC) offices.⁶

J. Funding Restrictions

1. Eligible Uses of Funds for the Broadband Infrastructure Program

Grant recipients may only use federal award funds and any non-federal cost share committed to an award to pay for allowable costs under the Broadband Infrastructure Program. Allowable costs are determined in accordance with the cost principles identified in 2 C.F.R. Part 200, including Subpart E of such regulations for States and non-profit organizations, and in 48 C.F.R. Part 31 for commercial organizations,⁷ as well as in the grant program's authorizing legislation. Federal and non-federal funds committed to an award may only be used to cover allowable costs incurred during the period of performance and for allowable closeout costs incurred during the grant closeout process.

Based on the scope of the Broadband Infrastructure Program, below are non-exclusive examples of how a covered partnership may generally leverage grant funds:

- a. fund the costs of construction, improvement, and/or acquisition of facilities and telecommunications equipment required to provide qualifying broadband service, including infrastructure for backhaul, middle and last mile networks;
- b. fund the cost of long-term leases (for terms greater than one year) of facilities required to provide qualifying broadband service, including indefeasible right-of-use (IRU) agreements;

⁶ See 7 C.F.R. Part 3015, Subpart V.

⁷ The government has established a set of principles for determining eligible or allowable costs. Allowable costs are determined in accordance with the cost principles applicable to the entity incurring the costs. For example, the allowability of costs incurred by State, local or Federally-Recognized Indian tribal governments is determined in accordance with the provisions of 2 C.F.R. Part 200, Subpart E and the allowability of costs for commercial organizations is determined in accordance with the provisions of 48 C.F.R. Part 31, unless the Grants Officer decides in writing to apply the cost principles in 2 C.F.R. Part 200, Subpart E, to commercial organizations pursuant to 2 C.F.R. § 200.101(a)(2).

- c. fund the costs of engineering design, permitting and work related to environmental, historical and cultural reviews;
- d. fund personnel costs, including salaries and fringe benefits for staff and consultants required for the implementation of the Broadband Infrastructure Program (such as project managers, program directors, subject matter experts, grant administrators, financial analysts, accountants, and attorneys);
- e. fund reasonable pre-application expenses in an amount not to exceed \$50,000. Pre-application expenses, which include expenses related to preparing an application, may be reimbursed if they are incurred after the publication date of this NOFO and prior to the date of issuance of the grant award from NTIA, except that lobbying costs and contingency fees are not reimbursable from grant funds. Pre-application costs should be clearly identified in the proposed project budget. Additionally, pre-application costs are incurred at the sole risk of the applicant and will not be reimbursed by NTIA if the proposed project does not receive an award pursuant to this program; and
- f. fund other allowable costs necessary to carrying out programmatic activities of an award, not to include ineligible costs described below in Section IV.J.2 of this NOFO.

2. Ineligible Costs for the Broadband Infrastructure Program

Ineligible costs include those costs that are unallowable under the applicable federal cost principles. Please note that costs ineligible for the Broadband Infrastructure Program may not be paid for with non-federal cost share committed to an award. In addition, the following costs are specifically identified as prohibited under the Broadband Infrastructure Program:

a. Covered Partnership – The following costs prohibitions apply to all members of a covered partnership:

i. Prohibition On Use of Grant Funds For Covered Communications Equipment Or Services.—A covered partnership may not use grant funds received under the Broadband Infrastructure Program to purchase or support any covered communications equipment or service (as defined in section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608)).

ii. Prohibition on Profit and Fees.—A profit, fee, or other incremental charge above actual cost is not an allowable cost under this program.

iii. Prohibition on Use of Grant Funds to Support or Oppose Collective Bargaining.—A covered partnership may not use grant funds, whether directly or indirectly as an offset for other funds, to support or oppose collective bargaining.

b. Provider of Broadband Services – The following cost prohibitions apply to a provider of broadband services that is a member of a covered partnership:

As a condition of receiving a grant under the Broadband Infrastructure Program, a provider of broadband service that is part of a covered partnership receiving the grant is prohibited:

- i. from using the grant amounts to repay, or make any other payment relating to, a loan made by any public or private lender;
- ii. from using grant amounts as collateral for a loan made by any public or private lender;
- iii. from using more than \$50,000 of the grant amounts to pay for the preparation of the grant;
- iv. from using grant funds to pay for previously incurred administrative costs or previously purchased equipment or construction activities undertaken prior to the award; and
- v. from using grant funds to pay for the costs of providing broadband service to any locations that are used to meet an FCC Universal Service Fund (USF) deployment obligation.

3. Impact On Other Federal Broadband Programs.—As stated in Section 905(g) of the Act, the use of grant funds received under the Broadband Infrastructure Program by a covered partnership or subrecipient shall not impact the eligibility of, or otherwise disadvantage, the covered partnership or subrecipient with respect to participation in any other federal broadband program.

K. Material Representations and Public Disclosure of Applications

All forms and supporting documents submitted as part of the complete application packet will be treated as a material representation of fact upon which NTIA will rely in awarding grants. Applicants should be aware that NTIA may make all or portions of their applications for grants under the Broadband Infrastructure Program publicly available as required under applicable federal laws. See Section VIII.A of this NOFO for additional information concerning the confidentiality of information contained in an application.

L. Other Submission Requirements

Complete applications for the Broadband Infrastructure Program must be electronically submitted through www.grants.gov. Late or incomplete applications and applications submitted by mail, courier, or by facsimile will not be accepted.

1. How to Register to Apply through Grants.gov

Read the instructions below about registering to apply for the funds available under the Broadband Infrastructure Program. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

Organizations must have a Data Universal Numbering System (DUNS) Number, active System for Award Management (SAM) registration, and Grants.gov account to apply for grants. If individual applicants are eligible to apply for this funding opportunity, then you may begin with step 3, Create a Grants.gov Account, listed below.

Creating a Grants.gov account can be completed online in minutes, but DUNS and SAM registrations may take several weeks. Therefore, an organization's registration should be done in sufficient time to ensure it does not impact the entity's ability to meet required application submission deadlines.

Complete organization instructions can be found on Grants.gov here:

<https://www.grants.gov/web/grants/applicants/organization-registration.html>

1) *Obtain a DUNS Number*: All entities applying for funding, including renewal funding, must have a DUNS Number from Dun & Bradstreet (D&B). Applicants must enter the DUNS Number in the data entry field labeled "Organizational DUNS" on the SF-424 form. For more detailed instructions for obtaining a DUNS Number, refer to: <https://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html>

2) *Register with SAM*: All organizations applying online through Grants.gov must register with the System for Award Management (SAM). Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually. For more detailed instructions for registering with SAM, refer to: <https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html>

3) *Create a Grants.gov Account*: The next step is to register an account with Grants.gov. Follow the on-screen instructions or refer to the detailed instructions here: <https://www.grants.gov/web/grants/applicants/registration.html>

4) *Add a Profile to a Grants.gov Account*: A profile in Grants.gov corresponds to a single applicant organization the user represents (*i.e.*, an applicant) or an individual applicant. If you work for or consult with multiple organizations and have a profile for each, you may log in to one Grants.gov account to access all of your grant applications. To add an organizational profile to your Grants.gov account, enter the DUNS Number for the organization in the DUNS field while adding a profile. For more detailed instructions

about creating a profile on Grants.gov, refer to:

<https://www.grants.gov/web/grants/applicants/registration/add-profile.html>

5) *EBiz POC Authorized Profile Roles*: After you register with Grants.gov and create an Organization Applicant Profile, the organization applicant's request for Grants.gov roles and access is sent to the EBiz POC. The EBiz POC will then log in to Grants.gov and authorize the appropriate roles, which may include the AOR role, thereby giving you permission to complete and submit applications on behalf of the organization. You will be able to submit your application online any time after you have been assigned the AOR role. For more detailed instructions about creating a profile on Grants.gov, refer to: <https://www.grants.gov/web/grants/applicants/registration/authorize-roles.html>

6) *Track Role Status*: To track your role request, refer to:

<https://www.grants.gov/web/grants/applicants/registration/track-role-status.html>

Electronic Signature: When the complete application packet is submitted through Grants.gov, the name of the organization applicant with the AOR role that submitted the application is inserted into the signature line of the application, serving as the electronic signature. The EBiz POC **must** authorize people who are able to make legally binding commitments on behalf of the organization as a user with the AOR role; **this step is often missed and it is crucial for valid and timely submissions.**

2. How to Submit an Application for the Broadband Infrastructure Program via Grants.gov

Grants.gov applicants can apply online using Workspace. Workspace is a shared, online environment where members of a grant team may simultaneously access and edit different webforms within an application.

Below is an overview of applying on Grants.gov. For access to complete instructions on how to apply for opportunities, refer to:

<https://www.grants.gov/web/grants/applicants/workspace-overview.html>

1) *Create a Workspace*: Creating a workspace allows you to complete it online and route it through your organization for review before submitting.

2) *Complete a Workspace*: Add participants to the workspace to work on the application together, complete all the required forms online or by downloading PDF versions, and check for errors before submission. The Workspace progress bar will display the state of your application process as you apply. As you apply using Workspace, you may click the blue question mark icon near the upper-right corner of each page to access context-sensitive help.

a. *Adobe Reader*: If you decide not to apply by filling out webforms, you can download individual PDF forms in Workspace. The individual PDF forms can be

downloaded and saved to your local device storage, network drive(s), or external drives, then accessed through Adobe Reader.

NOTE: Visit the Adobe Software Compatibility page on Grants.gov to download the appropriate version of the software at:

<https://www.grants.gov/web/grants/applicants/adobe-software-compatibility.html>

b. Mandatory Fields in Forms: In the forms, you will note fields marked with an asterisk and a different background color. These fields are mandatory fields that must be completed to successfully submit your application.

c. Complete SF-424 Fields First: The forms are designed to fill in common required fields across other forms, such as the applicant name, address, and DUNS Number. Once it is completed, the information will transfer to the other forms.

3) *Submit a Workspace:* An application may be submitted through workspace by clicking the Sign and Submit button on the Manage Workspace page, under the Forms tab. Grants.gov recommends submitting your application package at least 24-48 hours prior to the close date to provide you with time to correct any potential technical issues that may disrupt the application submission.

4) *Track a Workspace Submission:* After successfully submitting a workspace application, a Grants.gov Tracking Number (GRANTXXXXXXXX) is automatically assigned to the application. The number will be listed on the Confirmation page that is generated after submission. Using the tracking number, access the Track My Application page under the Applicants tab or the Details tab in the submitted workspace.

For additional training resources, including video tutorials, refer to:

<https://www.grants.gov/web/grants/applicants/applicant-training.html>.

Applicant Support: Grants.gov provides applicants 24/7 support via the toll-free number 1-800-518-4726 and email at support@grants.gov. For questions related to the specific grant opportunity, contact the number listed in the application package of the grant you are applying for.

If you are experiencing difficulties with your submission, it is best to call the Grants.gov Support Center and get a ticket number. The Support Center ticket number will assist NTIA with tracking your issue and understanding background information on the issue.

3. Timely Receipt Requirements and Proof of Timely Submission

Online Submission. Proof of timely submission is automatically recorded by Grants.gov. An electronic date/time stamp is generated within the system when the application is successfully received by Grants.gov. The applicant with the AOR role who submitted the application will receive an acknowledgement of receipt and a tracking number (GRANTXXXXXXXX) from Grants.gov with the successful transmission of their application. This applicant with the AOR

role will also receive the official date/time stamp and Grants.gov Tracking number in an email serving as proof of their timely submission.

When NTIA successfully retrieves the application from Grants.gov, and acknowledges the download of submissions, Grants.gov will provide an electronic acknowledgment of receipt of the application to the email address of the applicant with the AOR role who submitted the application. Again, proof of timely submission shall be the official date and time that Grants.gov receives your application. Applications received by Grants.gov after the established due date for the program will be considered late and will not be considered for funding by NTIA.

Applicants using slow internet, such as dial-up connections, should be aware that transmission can take some time before Grants.gov receives your application. Again, Grants.gov will provide either an error or a successfully received transmission in the form of an email sent to the applicant with the AOR role attempting to submit the application. The Grants.gov Support Center reports that some applicants end the transmission because they think that nothing is occurring during the transmission process. Please be patient and give the system time to process the application.

4. Amendments

Any amendments to this NOFO will be announced through Grants.gov. Applicants may sign up on Grants.gov to receive amendments by email or may request copies by e-mail from broadbandusa@ntia.gov.

V. Application Review Information

A. Evaluation Criteria for the Broadband Infrastructure Program

NTIA will evaluate those eligible applications that satisfy the statutory purposes and funding priorities set forth in the Act and in this NOFO against objective evaluation criteria to determine whether an application merits an award. Applications that satisfy the funding priorities of the Broadband Infrastructure Program and score highly when evaluated against the objective evaluation criteria during the Merit Review will advance to the Programmatic Review. From this pool of applications, NTIA will select awardees based on the results of the Merit and Programmatic Reviews, and by applying the Selection Factors listed in this NOFO.

The evaluation criteria that will be used by the Merit Reviewers to review and analyze Broadband Infrastructure Program applications are grouped into three categories: (1) Project Purpose and Benefits; (2) Project Viability; and (3) Project Budget and Sustainability. Each application will be evaluated against the following objective criteria.

1. Project Purpose and Benefits (30 points)

a. Level of Impact in the Proposed Service Area (20 points). Reviewers will consider the number of total households, businesses and community anchor institutions that the project will connect in the proposed service area; the total number of unserved households, as

defined in Section I.B.10 of the NOFO, that the project will connect in the proposed service area; the total number of households, businesses, and community anchor institutions that will receive qualifying broadband service; and the total number of households, businesses, and community anchor institutions that will receive broadband service at speeds greater than qualifying broadband service.

Reviewers will consider the extent to which the provider(s) of broadband service comprising the covered partnership has received support from other federal or state sources to deploy broadband service in the proposed service area. Reviewers will also consider whether there are service providers already present in all or part of the area, as well as the pricing, coverage, and available capacity of those providers. Reviewers will consider what proportion of the end users projected to be served are located in unserved areas and may take into account any comments submitted by existing broadband service providers in response to the announcement described in Section VIII.B of this NOFO in making this evaluation.

Applications that propose a Last Mile project must connect 100 percent of total unserved households, as defined in Section I.B.(k) of this NOFO, in the proposed service area to receive the full 20 points in this category. Projects to deploy middle mile networks must prioritize connecting with last mile networks serving unserved households and substantiate the incremental value to the last mile connection to the middle mile network, including, increased network capacity for last mile circuits, increased network performance, and lower costs that are passed onto end users, as well as identify potential or partnered last mile networks that could or would leverage the middle mile network, in the proposed service area to receive points in this category.

b. Affordability of Services Offered (10 points). Applications will be evaluated on the pricing of the broadband services offered compared to existing broadband services in the proposed service area or based on nationwide averages. Applicants should demonstrate that this pricing is competitive and affordable to their target markets.

To receive a full score in this category, the applicant must address all of the criteria in the category with distinction as well as all of the factors for which an applicant may receive additional consideration.

2. Project Viability (40 points)

a. Technical Approach and Related Network Capacity and Performance (20 points)

Applications will be scored on the comprehensiveness and appropriateness of the technical solution for the community need and related benefits (capacity and performance). Applications will be evaluated on the proposed technological solution and the ability of the proposed network to provide sufficient capacity, as well as scalability, to meet the needs of the households, businesses, and community anchor institutions in the proposed service area. Networks with higher end-user speeds and the potential for incremental future capacity/bandwidth increases to offer higher broadband speeds in the future, will receive greater consideration. Proposed networks that deliver broadband service with 95 percent or more of all peak period measurements of network round-trip latency at or below 80 milliseconds will receive 10 points.

Reviewers will give additional consideration for construction projects that are “shovel ready” and capable of completion within a one-year award period.

b. Applicant’s Organizational Capability (20 points). Reviewers will assess whether the applicant has the organizational capability necessary to undertake and complete the project. Reviewers will consider the experience and expertise of the project management team and the past track record of the organization with projects of a similar size and scope, as well as the organization’s capacity and readiness. Reviewers will also assess the applicant's partnership and/or subrecipient strategy, including how it complements the applicant's organizational capacity, as well as the project approach, feasibility, and timely completion of proposed project. NTIA will only fund proposals where it determines that the applicant has the organizational capability necessary to carry out the project to completion.

3. Project Budget and Sustainability (30 points)

a. Reasonableness of the Budget (10 points). Reviewers will evaluate the reasonableness of the budget based on its clarity, level of detail, comprehensiveness, appropriateness to the proposed technical and programmatic solutions, the reasonableness of its costs, and whether the allocation of funds is sufficient to complete the tasks outlined in the project plan.

b. Sustainability of the Project (15 points). Applicants must convincingly demonstrate the ability of the project to be sustained beyond the award period. Reviewers will consider business plans, market projections, third-party funding commitments, and other data as may be appropriate to the nature of the applicant and the proposed project. Reviewers will consider demonstrations of community commitments or anchor tenant commitments that would help promote sustainability. Project plans that describe the ability to scale and integrate evolving advanced services over time (such as interoperable interfaces for fifth generation fixed wireless capability or by deploying fiber) will receive up to 8 points.

c. Leverage of Non-Federal Resources (5 points). Reviewers will give additional consideration to those applications that propose to contribute a non-federal cost share of at least 10 percent of the total eligible project costs as reflected in the proposed project budget.

To receive a full score in this category, the applicant must address all of the criteria in the category with distinction as well as all of the factors for which an applicant may receive additional consideration.

B. Review Process for the Broadband Infrastructure Program

The review process will be divided into three stages as outlined below:

1. Initial Administrative and Eligibility Review of Complete Application Packets

NTIA will conduct an initial review of timely received applications submitted in response to this NOFO to determine eligibility, completeness and responsiveness to the programmatic

requirements of the Broadband Infrastructure Program, including a review of the project narrative and budget justification. Applications submitted by other than an eligible applicant will be eliminated from further review. NTIA may continue the initial administrative review process for an application that is timely submitted by an eligible applicant, but that is missing certain information or documentation required by this NOFO, and will request missing or incomplete information from the applicant as needed. The applicant will have seven (7) calendar days to submit materials responsive to the feedback provided by NTIA, unless this period is extended by NTIA. Pursuant to Section 905(e)(2)(B) of the Act, an eligible applicant's failure to remedy deficiencies in a timely manner may result in NTIA's denial of the application.

Given the limited amount of funding available for broadband infrastructure deployment awards and the potentially large number of covered partnerships that may submit applications for this grant program, NTIA will review applications based on the priorities enumerated in Section 905(d)(4) of the Act (and set forth in Section I.A of this NOFO) in their statutory order of priority. Thus, NTIA will first sequence all applications that address priority one by proposing a covered broadband project designed to provide broadband service to the greatest number of households in an eligible service area and evaluate them against the objective criteria set forth in Section V.A of the NOFO to determine their eligibility for award. To the extent that funding remains available after NTIA completes its review of priority one applications, NTIA will then review applications that address priority two. NTIA will continue this priority sequencing process until it has awarded all available funding.

2. Merit Review

Applications satisfying the Initial Administrative and Eligibility Review will be evaluated by at least two objective reviewers who have demonstrated expertise in the programmatic aspects of the Broadband Infrastructure Program. They may be federal employees or non-federal persons. During the review process, the reviewers may discuss the applications with each other, but scores will be determined on an individual basis. As applicable, reviewers will be required to sign and submit a nondisclosure and confidentiality form pertaining to the dissemination of confidential information and to potential financial and other conflicts of interest.

NTIA Program Staff will prioritize applications for Merit Review based on the priorities set forth in Section 905(d)(4) of the Act (*see* Section I.A of this NOFO). Reviewers will evaluate applications according to the evaluation criteria provided in Section V.A of this NOFO and independently score each application based on a scale of 0-100. In response to reviewer feedback, NTIA may seek additional clarifying information or corroborating documentation from an applicant during the course of a merit review and may suggest revisions be made to an application to resolve perceived material programmatic or financial weaknesses or deficiencies. In such cases, NTIA will review the feedback from the Merit Reviewers, and will contact the applicant and provide the applicant with an opportunity to respond to the Merit Review feedback. The applicant will have ten (10) calendar days to respond to the reviewer feedback, unless this time period is extended by NTIA. Pursuant to Section 905(e)(2)(B) of the Act, an eligible applicant's failure to remedy application deficiencies in a timely and constructive manner may result in NTIA's denial of the application.

Based on an average of the reviewers' scores, applications will be assigned adjectival ratings for each priority group in accordance with the following scale:

Qualified for Funding – (70-100 points)

Unqualified for Funding – (0-69 points)

NTIA may use its sole discretion to terminate the Merit Review revision process for an applicant if, after multiple opportunities to respond to Merit Review feedback, NTIA determines that the applicant is not sufficiently responding to requests for additional information or remedying application deficiencies.

3. Programmatic Review

NTIA Program Staff will review applications determined to be qualified for funding during the Merit Review process for conformity with programmatic objectives, requirements and priorities. NTIA Program Staff will prioritize applications for Programmatic Review based on the priorities for the Broadband Infrastructure Program set forth in Section 905(d)(4) of the Act (*see* Section I.A of this NOFO).

During Programmatic Review, NTIA may ask applicants to submit additional information, as appropriate, to clarify or to further substantiate the representations made in their applications. NTIA Program Staff will review the supplemental information, along with all information submitted with the application, to confirm eligibility and evaluate the applications with respect to the requirements and priorities of the Broadband Infrastructure Program. NTIA Program Staff will use available data from the FCC, as required in the Act, to validate eligible service areas. The FCC Form 477 data is a data layer in NTIA's National Broadband Availability Map (NBAM), and NTIA will rely on the FCC's data, along with other datasets contained in the NBAM and other available information, to validate applicants' proposed service areas as meeting the Act's definition of eligible service area.⁸

Applicants whose supporting documents are not complete, accurate and timely submitted or that do not adequately substantiate the representations in their applications may be denied. NTIA will request supplemental documentation before deciding to deny such applications and will re-evaluate the application package based on all of the information presented. Applicants will have ten (10) calendar days to submit information responsive to the feedback provided by NTIA, unless this time period is extended by NTIA.

NTIA reserves the right at any time during the Merit and Programmatic Review processes to negotiate with the applicant relative to specific modifications to the application, including but not limited to the resolution of any differences that may exist between the applicant's original

⁸ The NBAM is a geographic information system platform that allows for visualization and analysis of federal, state, and commercially available data sets. This includes data from the Federal Communications Commission, U.S. Census Bureau, Universal Service Administrative Company, U.S. Department of Agriculture, Ookla, Measurement Lab, and the state governments. The mapping platform provides users, including administrators from 29 participating states, with access to the NBAM and its data to better inform broadband projects and funding decisions in their states.

request and NTIA's determination of eligible service areas, eligible costs, and Broadband Infrastructure Program funding priorities. Upon completion of the Programmatic Review, NTIA Program Staff will summarize their analysis for each application reviewed.

C. Selection Factors and Selection Process

At the conclusion of the Programmatic Review, the Associate Administrator for the Office of Telecommunications and Information Applications (OTIA Associate Administrator) will prepare a rank order of applications within a particular priority grouping and present a package or packages of recommended grant awards to the Selecting Official for review and approval. The OTIA Associate Administrator's recommendations to the Selecting Official will consider the following selection factors:

1. The scores and technical comments of the objective expert reviewers during Merit Review;
2. The analysis of NTIA Program Staff during Programmatic Review;
3. Satisfaction of multiple Broadband Infrastructure Program priorities set forth in Section 905(d)(4) of the Act;
4. The extent to which the applicant proposes to contribute non-federal cost share to fund a portion of the total eligible costs of the project;
5. The equitable geographic distribution of the proposed grant awards;
6. The extent to which the infrastructure investment is necessary to provide qualifying broadband service in the proposed service area and is unlikely to be made using private sources of funds;
7. Whether, and the extent to which, the applicant proposes to incorporate strong labor protections into the performance of the construction project, including paying prevailing wages;⁹
8. Avoidance of duplication with the initiatives of other federal agencies, including Department of Agriculture loan and grant programs for broadband services, applicable universal service programs authorized by the Federal Communications Commission; and
9. The availability of funds.

⁹ This means that all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act") or, for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate state entity pursuant to a corollary state prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts").

The Assistant Secretary, or their designee, will serve as the Selecting Official for the Broadband Infrastructure Program. The Assistant Secretary will generally select and recommend applications for funding based on the rank order within each priority grouping prepared by the OTIA Associate Administrator. As the Selecting Official, the Assistant Secretary retains discretion to select and recommend an application for funding that was not recommended by the OTIA Associate Administrator based on one or more of the selection factors enumerated above, or not to select an application that was recommended for funding by the OTIA Associate Administrator. The Assistant Secretary will submit the applications recommended for funding, along with the bases for the selection decisions, to the National Institute of Standards and Technology (NIST) Grants Officer, who serves as the Grants Officer for the Broadband Infrastructure Program. The final approval of selected applications and the issuance of awards will be made by the NIST Grants Officer. The award decisions of the NIST Grants Officer are final.

Awards will be made for each priority grouping (as set forth in Section I.A of this NOFO) once NTIA completes its review and evaluation of all applications within a particular priority group. All awards are subject to the availability of federal award funds at the time of award. Unsuccessful applicants will be notified in writing.

As set forth in Section 905(e)(2)(B)(ii) of the Act, the Assistant Secretary may deny an application submitted under the Broadband Infrastructure Program only if the Assistant Secretary provides the applicant an opportunity to cure any defects in the application; and, after receiving the opportunity to cure any defects in the application, the applicant still fails to meet the requirements of this grant program. The multiple opportunities described in Section V.B of this NOFO for an applicant to remedy any deficiencies with its application satisfy this requirement.

D. Federal Awarding Agency Review of Risk Posed by Applicants

After applications are proposed for funding by the Selecting Official, the NIST Grants Management Division (GMD) will perform pre-award risk assessments in accordance with 2 C.F.R. § 200.206, which may include a review of the financial stability of an applicant, the quality of the applicant's management systems, the history of performance, reports and findings from audits, and/or the applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on non-federal entities. In addition, prior to making an award where the total federal share is expected to exceed the simplified acquisition threshold (currently \$250,000), NIST GMD will review and consider the non-publicly available information about that applicant in the Federal Awardee Performance and Integrity Information System (FAPIIS). Upon completion of the pre-award risk assessment, NIST GMD will determine whether the applicant is qualified to receive the award and, if so, whether appropriate specific award conditions that correspond to the degree of risk posed by the applicant should be applied to the award.

E. Anticipated Announcement and Award Dates

NTIA expects to complete its review, selection of successful applicants, and award processing by **November 15, 2021**. NTIA expects the earliest start date for awards under this NOFO to be

November 29, 2021. NTIA anticipates announcing awards made under the Broadband Infrastructure Program on a rolling basis during calendar year 2021.

VI. Federal Award Administration Information

A. Federal Award Notices

A grants officer from the NIST Grants Office will serve as the Grants Officer for awards issued pursuant to this NOFO. Applicants will be notified in writing by the NIST Grants Officer if their application is selected for an award. If the application is selected for funding, the NIST Grants Officer will issue the grant award (Form CD-450), which is the authorizing financial assistance award document. By signing the Form CD-450, the recipient agrees to comply with all award provisions, terms, and conditions.

If an applicant is awarded funding, neither NTIA nor NIST is under any obligation to provide any additional future funding in connection with that award or to make any future award(s). Amendment of an award to extend the period of performance is at the discretion of NTIA and the NIST Grants Officer.

B. Notification to Unsuccessful Applicants.

Unsuccessful applicants will be notified by e-mail and will have the opportunity to receive a debriefing after the opportunity is officially closed. Applicants must make a request within 10 business days of the email notification to receive a debrief from NTIA. NTIA will then work with the unsuccessful applicant in arranging a date and time of the debrief.

C. Retention of Unsuccessful Applications.

Unsuccessful applications will be retained in accordance with NTIA recordkeeping requirements.

D. Administrative and National Policy Requirements

Grant recipients will comply with applicable statutes and regulations, including but not limited to:

- 1. Uniform Administrative Requirements, Cost Principles and Audit Requirements.** Through 2 C.F.R. § 1327.101, the Department of Commerce adopted Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200, which apply to awards in this program. Refer to <http://go.usa.gov/SBYh> and <http://go.usa.gov/SBg4>.
- 2. Department of Commerce Financial Assistance Standard Terms and Conditions.** The Department of Commerce will apply to each award in this program, the Financial Assistance Standard Terms and Conditions in effect on the date of award. The current version, dated November 12, 2020, is accessible at [Department of Commerce](#)

Financial Assistance Standard Terms and Conditions. Refer to Section VII of this NOFO, Federal Awarding Agency Contacts, Grant Rules and Regulations, if you need more information.

3. **Pre-Award Notification Requirements.** The Department of Commerce will apply the Pre-Award Notification Requirements for Grants and Cooperative Agreements dated December 30, 2014 (79 FR 78390), accessible at <http://go.usa.gov/hKkR>. Refer to Section VII of this NOFO, Federal Awarding Agency Contacts, Grant Rules and Regulations, for more information.
4. **Environmental and National Historical Preservation Requirements.** Awarding agencies are required to analyze the potential environmental impacts, as required by the National Environmental Policy Act (NEPA) (42 U.S.C. 4321 *et seq.*) and the National Historic Preservation Act (NHPA) (54 U.S.C. 300101 *et seq.*) for applicant proposals and awardee projects seeking funding under the Broadband Infrastructure Program. Applicants with projects containing construction and/or ground disturbing activities are required to submit all required environmental documentation with their application package or describe in their project narrative the physical project location and included photographs, as described above, and how they will comply with applicable environmental and national historical preservation requirements. It is the applicant's responsibility to obtain all necessary federal, state, and local governmental permits and approvals necessary for the proposed work to be conducted. Applicants are expected to design their projects so that they minimize the potential for adverse impacts on the environment. Applicants also will be required to cooperate with NTIA in identifying feasible measures to reduce or avoid any identified adverse environmental impacts of their proposed projects. The failure to do so may be grounds for not making an award. Applications will be reviewed to ensure that they contain sufficient information to allow agency staff to conduct a NEPA analysis so that appropriate NEPA documentation can be submitted to NTIA, along with the recommendation for funding of the selected applications. If additional information is required after an application is accepted for funding, funds can be withheld by NTIA under a specific award condition requiring the awardee to submit additional environmental compliance information sufficient for the agency to make an assessment of any impacts that a project may have on the environment.
5. **Property Trust Relationship and Public Notice Filings for Grant-Acquired Property.** In accordance with 2 C.F.R. § 200.316, real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the recipient or subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. In this connection, NTIA may require the non-Federal entity to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property. Awards issued pursuant to this NOFO may contain specific award conditions pertaining to the use and disposition of grant-acquired property and to a requirement

that the recipient or subrecipient file certain public notices (*e.g.*, UCC-1, Covenant of Purpose, Use and Ownership, etc.) with respect to grant-acquired property.

6. **Open Network Requirements.** NTIA will require a recipient receiving funds to deploy broadband infrastructure under this grant program to make the network open for interconnection with other broadband service providers. The requirement to interconnect will apply to applicants that deploy middle mile networks and not last mile networks. Awards issued pursuant to this NOFO may contain a specific award condition imposing a requirement to comply with NTIA's open network requirements, which allows all other carriers to interconnect with these networks on fair and non-discriminatory terms and conditions. Such specific award condition may include the following:
 - **Interconnection:** Recipients shall allow interconnection to grant-funded facilities at any technically feasible point along the network (without exceeding current or reasonably anticipated capacity limitations). This duty includes, at a minimum, the physical interconnection of the recipient's facilities to a requesting party's facilities for the exchange of traffic. In addition, recipients shall connect to the public Internet directly or indirectly and provide requesting parties with an ability to connect to the Internet. Rates and terms for interconnection shall be reasonable and nondiscriminatory.
 - **Negotiate in Good Faith:** Recipients shall negotiate in good faith with all requesting parties (*i.e.*, public, private, non-profit, or other parties) making a bona fide request for interconnection or wholesale services.
 - **Wholesale Broadband Services:** NTIA encourages recipients to offer wholesale broadband services at rates and terms that are reasonable and nondiscriminatory.
7. **Domestic Preference for Procurements (Buy American).** Pursuant to 2 C.F.R. 200.322, a non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products pursuant to this program.
8. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Pursuant to 2 C.F.R. 200.321, a non-federal entity must take all necessary affirmative steps (as described in 2 C.F.R. 200.321) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

E. Reporting

- 1. Reporting Requirements.** The following reporting requirements described in Sections A.01, Reporting Requirements, of the Department of Commerce Financial Assistance Standard Terms and Conditions (dated November 12, 2020), apply to awards in this program:

- a. Financial Reports.** Each award recipient will be required to submit an SF-425, Federal Financial Report on a semi-annual basis for the periods ending March 31 and September 30 of each year. Reports will be due within 30 days after the end of the reporting period to the NTIA Federal Program Officer, Grants Officer and Grants Specialist named in the award documents. A final financial report is due within 120 days after the end of the project period.
- b. Performance (Technical) Reports.** Each award recipient will be required to submit a technical progress report to the NTIA Federal Program Officer, Grants Officer and Grants Specialist named in the award documents on a semi-annual basis for the periods ending March 31 and September 30 of each year. Reports will be due within 30 days after the end of the reporting period. Technical progress reports shall contain information as prescribed in 2 C.F.R. § 200.329 (<http://go.usa.gov/xkVgP>) and Department of Commerce Financial Assistance Standard Terms and Conditions (dated November 12, 2020), Section A.01.

2. Annual Report.—Not later than one year after receiving grant funds under the Broadband Infrastructure Program, and annually thereafter until the funds have been expended, a covered partnership shall submit to the Assistant Secretary (via email to the NTIA Federal Program Officer listed in the recipient's award documents) a report, with respect to the one-year period immediately preceding the report date, that:

- (a) describes how the covered partnership expended the funds;
- (b) certifies that the covered partnership complied with the requirements of the Act and the Broadband Infrastructure Program, including:
 - (i) a description of each service provided with the grant funds; and
 - (ii) the number of locations or geographic areas at which broadband service was provided using the grant funds; and
- (c) identifies each subrecipient that received a subgrant from the covered partnership and a description of the specific project for which grant funds were provided.

3. Provision Of Information To FCC and USDA.—The Assistant Secretary will provide the information collected under Section VI.E.2 of this NOFO to the Commission and to the Department of Agriculture to be used when determining whether to award funds for the deployment of broadband under any program administered by those agencies. *See* Section 905(f)(1)(B) of the Act.

F. Recipient Integrity and Performance Matters

In accordance with section 872 of Public Law 110-417 (as amended; see 41 U.S.C. 2313), if the total value of a recipient's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of an award made under this NOFO, then the recipient shall be subject to the requirements specified in Appendix XII to 2 C.F.R. Part 200,¹⁰ for maintaining the currency of information reported to SAM that is made available in the Federal Awardee Performance and Integrity Information System (FAPIIS) about certain civil, criminal, or administrative proceedings involving the recipient.

G. Audit Requirements

2 C.F.R. Part 200, Subpart F, adopted by the Department of Commerce through 2 C.F.R. § 1327.101 requires any non-federal entity that expends federal awards of \$750,000 or more in the recipient's fiscal year to conduct a single or program-specific audit in accordance with the requirements set out in the Subpart. Additionally, unless otherwise specified in the terms and conditions of the award, entities that are not subject to Subpart F of 2 C.F.R. Part 200 (e.g., commercial entities) that expend \$750,000 or more in grant funds during their fiscal year must submit to the Grants Officer either: (i) a financial related audit of each DOC award or subaward in accordance with Generally Accepted Government Auditing Standards; or (ii) a project specific audit for each award or subaward in accordance with the requirements contained in 2 C.F.R. § 200.507. Applicants are reminded that NTIA, the Department of Commerce Office of Inspector General, or another authorized federal agency may conduct an audit of an award at any time.

H. Federal Funding Accountability and Transparency Act of 2006

In accordance with 2 C.F.R. Part 170, all recipients of a federal award made on or after October 1, 2010, are required to comply with reporting requirements under the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282). In general, all recipients are responsible for reporting sub-awards of \$25,000 or more. In addition, recipients that meet certain criteria are responsible for reporting executive compensation. Applicants must ensure they have the necessary processes and systems in place to comply with the reporting requirements should they receive funding.¹¹

VII. Federal Awarding Agency Contact(s)

A. Please direct programmatic inquiries to:

¹⁰ See 2 C.F.R. Part 200, Appendix XII, available at <http://go.usa.gov/cTBwC>.

¹¹ See OMB, Requirements for Federal Funding Accountability and Transparency Act Implementation, Interim final guidance to agencies with opportunity to comment, 75 FR 55663 (Sept. 14, 2010), available at <http://go.usa.gov/hKnQ>.

Jennifer Duane
Senior Broadband Program Specialist
Office of Telecommunications and Information Applications
National Telecommunications and Information Administration
U.S. Department of Commerce
1401 Constitution Avenue, NW, Room 4874
Washington, DC 20230
Phone: (202) 482-2048
Email: jduane@ntia.gov

B. Please direct grant management inquiries to:

Dean Iwasaki
NIST Grants Officer
Grants Management Division
National Institute of Standards and Technology
100 Bureau Drive, MS 1650
Gaithersburg, MD 20899-1650
Phone: (301) 975-8449
Email: dean.iwasaki@nist.gov

C. Please direct media inquiries to:

Stephen F. Yusko
Public Affairs Specialist
Office of Public Affairs
National Telecommunications and Information Administration
U.S. Department of Commerce
1401 Constitution Avenue NW, Room 4897
Washington, DC 20230
Phone: (202) 482-7002
Email: press@ntia.doc.gov

VIII. Other Information

A. Protected and Proprietary Information. The applicant acknowledges and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance, and other reports submitted by applicants, may be used by NTIA in conducting reviews and evaluations of its financial assistance programs. For this purpose, applicant information and data may be accessed, reviewed, and evaluated by NTIA employees, other federal employees, federal agents and contractors, and/or by non-federal personnel, all of whom enter into appropriate confidentiality and nondisclosure agreements covering the use of such information. As may be provided in the terms and conditions of a specific financial assistance award, applicants are expected to support program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperation with NTIA and external program evaluators. In accordance with 2 C.F.R. § 200.303(e), applicants are reminded that they must

take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained in connection with a Department of Commerce financial assistance award.

NTIA will protect confidential and proprietary information from public disclosure to the extent authorized by applicable law, including the Freedom of Information Act (FOIA), as amended (5 U.S.C. 552), the Trade Secrets Act, as amended (18 U.S.C. 1905), and the Economic Espionage Act of 1996 (18 U.S.C. 1831 *et seq.*). Applications submitted in response to this NOFO may be subject to requests for release under the FOIA. In the event that an application contains information or data that the applicant deems to be confidential commercial information that is exempt from disclosure under FOIA, that information should be identified, bracketed, and marked as Privileged, Confidential, Commercial or Financial Information. Based on these markings, the confidentiality of the contents of those pages will be protected to the extent permitted by law.

Additionally, some of the information submitted in the course of applying for funding under this program, or provided in the course of its grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. While this information under federal control is subject to request made pursuant to the FOIA, 5 U.S.C. 552, all determinations concerning the release of information of this nature are made on a case-by-case basis and may fall within one or more of the available exemptions under the FOIA. The applicant is encouraged to consult its own state and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application. The applicant may consult with NTIA regarding concerns or questions about the release of information under state and local laws. The applicant should be familiar with the regulations governing Protected Critical Infrastructure Information (6 C.F.R. Part 29) and Sensitive Security Information (49 C.F.R. Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

B. Announcement of Proposed Service Areas. To ensure that NTIA targets federal funds appropriately to areas lacking qualifying broadband service, NTIA will post an announcement identifying each application from a covered partnership that is currently undergoing NTIA review for funding, along with a description of the eligible service area it proposes to serve through its project, including a list of the census blocks, at <https://www.broadbandusa.ntia.doc.gov>. The posting of this announcement will provide existing broadband service providers with a 15-day window to voluntarily submit to NTIA information about the broadband services they offer in any of the proposed service areas a covered partnership designates for funding. NTIA will consider the comments of existing broadband service providers as a factor in its evaluation of a covered partnership's project proposal provided that they include the following information, some of which will be made public: (1) the name of the company providing information on its broadband service offerings; (2) a summary describing the information the provider has submitted to NTIA; (3) the number of households and businesses that have access to broadband service in that portion of the provider's service territory that overlaps with the applicants' proposed service area by census block and the number

lacking access to qualified broadband service as defined in this NOFO; (4) the type of broadband services the provider offers in its service territory by census block and the technology used to provide those services, including, for wireless carriers, the spectrum that is used; (5) the speed of the broadband services that are offered; (6) the number of subscribers that the provider currently has for each of the broadband services it offers in its service territory by census block; (7) a list of the provider's Points of Presence (POPs) in or near the census blocks listed by the announcement; and (8) such other information that NTIA may request after reviewing the data that the existing broadband service provider submitted. Existing broadband service providers may provide maps indicating where they provide broadband service in an applicants' proposed service area, preferably in shapefiles, .kmz, or .kml formats.

NTIA will treat information submitted by an existing broadband service provider designated as proprietary and confidential consistent with applicable federal law. If any of these responses do contain information or data that the submitter deems to be confidential commercial information that should be exempt from disclosure under FOIA, that information should be identified, bracketed, and marked as Privileged, Confidential, Commercial or Financial Information. Otherwise, the responses will be made publicly available. The information described in items (1) and (2), which includes the identity of the company submitting information and a summary of its response, will be made publicly available. NTIA will post at <https://www.broadbandusa.ntia.doc.gov> a list of the census blocks in which existing broadband service providers have indicated that they provide broadband service. NTIA may consider any information submitted by existing broadband service providers as relevant to its prioritization and review of the eligible service areas proposed for funding in applications from covered partnerships.

C. Funding Availability and Limitation of Liability. Funding for the program listed in this NOFO is contingent upon the availability of appropriations. In no event will NTIA, NIST or the Department of Commerce be responsible for application preparation costs, including, but not limited to, if the program fails to receive funding or is cancelled because of agency priorities. Publication of this NOFO does not oblige NTIA, NIST or the Department of Commerce to award any specific project or to obligate any available funds. NTIA will fund only projects that are deemed likely to achieve the Broadband Infrastructure Program's goals and for which funds are available.

D. Third Party Beneficiaries. The Broadband Infrastructure Program is a discretionary grant program that is not intended to and does not create any rights enforceable by third party beneficiaries.

E. Waiver Authority. It is the general intent of NTIA not to waive any of the provisions set forth in this NOFO. However, under extraordinary circumstances and when it is in the best interest of the federal government, NTIA, upon its own initiative or when requested, may waive the provisions in this NOFO. Waivers may only be granted for requirements that are discretionary and not mandated by statute or other applicable law. Any request for a waiver must set forth the extraordinary circumstances for the request.

F. Paperwork Reduction Act. This NOFO contains an information collection requirement subject to the Paperwork Reduction Act (PRA) (44 U.S.C. 3501 *et seq.*). The PRA requires each federal agency to seek and obtain OMB approval before collecting information from the public. Federal agencies may not collect information unless it displays a currently valid OMB control number. For purposes of the Broadband Infrastructure Program, NTIA will use Standard Forms 424 (Application for Federal Assistance), 424C (Budget Information for Construction Programs), 424D (Assurances for Construction Programs), 425 (Federal Financial Report), and SF-LLL (Disclosure for Lobbying Activities) under the respective control numbers 4040-0004, 4040-0008, 4040-0009, 4040-0014, and 4040-0013.

G. Transparency, Accountability, And Oversight Required.—The Assistant Secretary has adopted measures, including audit requirements, to implement the Broadband Infrastructure Program that:

- a. ensure sufficient transparency, accountability, and oversight to provide the public with information regarding the award and use of grant funds under the Broadband Infrastructure Program;
- b. ensure that a recipient of a grant under the Broadband Infrastructure Program uses the grant funds in compliance with the requirements of Section 905 of the Act, this NOFO, and the overall purpose of the Broadband Infrastructure Program; and
- c. deter waste, fraud, and abuse of grant funds.

H. Unauthorized Use of Funds.—To the extent that the Assistant Secretary or the Inspector General of the Department determines that a covered partnership has expended grant funds received under the Broadband Infrastructure Program in violation of the requirements set forth in Section 905 of the Act, the Assistant Secretary will recover the amount of funds that were so expended. *See* Section 905(e)(5) of the Act.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the First Amendment to Agreement to Install Improvements and Provide Maintenance Guaranty with Copper Trails, LLC for Phase 2, Unit 1 of the Copper Trails Subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 13, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: As required by Elko City Code 3-3-21, the City and Copper Trails, LLC entered into an agreement to install improvements for Phase 2, Unit 1 of the Copper Trails Subdivision on July 23, 2019. The agreement is set to expire on July 23, 2021. Copper Trails, LLC has determined that they will not complete the subdivision improvements before this expiration date and has requested a one-year extension.

Section 1F of the Performance Agreement outlines the requirements for the City Council to approve an extension. These include: 1) the developer has satisfactorily performed its duties under the agreement to date, 2) the developer has diligently and in good faith attempted to complete the work, but has been unable to do so due to events beyond the developer's control, and 3) the Maintenance Guarantee has been provided to the City.
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: **Request Letter from Copper Trails, LLC; Copy of First Amendment to Agreement to Install Improvements and Provide Maintenance Guaranty; Original Agreement dated July 23, 2019**
9. Recommended Motion: **Approve First Amendment to Agreement to Install Improvements and Provide Maintenance Guaranty for Phase 2, Unit 1 of the Copper Trails subdivision.**
10. Prepared by: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Dave Stanton, City Attorney**
12. Council Action:

Agenda Item VI. D.

13. Council Agenda Distribution:

To: City Of Elko

From: Copper Trail LLC

RE: Copper Trail Phase 2 Unit 1 Performance agreement extension

To Whom it may concern, we would like to request an extension to the Copper Trail Phase 2 Unit 1 Performance agreement extension. We have installed the water Sewer and storm drain and are only waiting for material to complete the utilities. We intend to be completed this year.

Luke Fitzgerald

Copper Trail Representative

**FIRST AMENDMENT TO AGREEMENT TO INSTALL IMPROVEMENTS
AND PROVIDE MAINTENANCE GUARANTY**

This First Amendment to Agreement to Install Improvements and Provide Maintenance Guaranty (hereinafter the "First Amendment") is entered into this 13th day of July, 2021 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 **COPPER TRAILS, LLC**, a Nevada Limited-Liability Company, hereinafter referred to as the "**Developer**."

R E C I T A L S

WHEREAS, the **Developer** is subdividing certain property within the **City**, generally known as "Copper Trails Phase 2, Unit 1," into nine (9) separate parcels;

WHEREAS, on July 23, 2019, the **Developer** entered into an Agreement to Install Improvements and Provide Maintenance Guaranty (hereinafter the "Performance Agreement") with the **City** pursuant to Elko City Code (ECC) Title 3, Chapter 3 in connection with Copper Trails Phase 2, Unit 1;

WHEREAS, the Performance Agreement provides that the **Developer** will complete the subdivision improvements shown on the construction plans, referred to as the "**Work**," with its own resources within twenty-four (24) months of the Effective Date thereof;

WHEREAS, Elko City Code Section 3-3-21(B) provides that an agreement to install improvements may contain a provision that "the time to complete construction may be extended by the **City**, in its discretion, subject to specified conditions;"

WHEREAS, Paragraph 1(F) of the Performance Agreement provides as follows in pertinent part:

[T]he **City** may, upon a written request and showing the **Developer** of good cause, grant an extension of time to complete the **Work** for an additional twelve (12) months ... (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;

WHEREAS, in accordance with Paragraph 1(F) of the Performance Agreement and Elko City Code Section 3-3-21(B), the **Developer** seeks and the **City** desires to grant an extension of twelve (12) months to complete the **Work**, thereby extending the time to complete the **Work** to

thirty-six (36) months from the Effective Date of the Performance Agreement;

WHEREAS, the City Council has determine that the **Developer** has satisfied the conditions precedent to the grant of an extension pursuant to Paragraph 1(F) of the Performance Agreement, referenced above;

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

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

A. Paragraph 1(B)(1) of the Performance Agreement is hereby amended and modified as follows:

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 thirty-six (36) 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.

B. Paragraph 1(F) of the Performance Agreement is hereby amended and modified as follows:

F. TERM. The Term of this Agreement shall be thirty-six (36) months from the Effective Date, unless the **Work** is completed and accepted by the **City** prior to the expiration of the foregoing thirty-six (36) month period, in which event the Term shall expire on the date the **Work** is accepted by the **City**. No extensions beyond the aforementioned thirty-six (36) month period shall be granted.

2. **GENERAL TERMS AND CONDITIONS.** Except as modified by this First Amendment, the Performance Agreement shall remain in full force and effect, and the Performance Agreement, as modified by this First Amendment, is hereby ratified and confirmed by the parties. In the event of a conflict between the terms of this First Amendment and the terms of the Performance Agreement, the terms of the First Amendment shall control. Defined terms used in the Performance Agreement not defined in this First Amendment shall have the meanings set forth in the Performance Agreement. This instrument may be executed in

counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this First Amendment in duplicate on the date first above written.

THE CITY OF ELKO

COPPER TRAILS, LLC

By: _____
REECE KEENER, Mayor

By: _____

Title: _____

ATTEST:

KELLY WOOLDRIDGE, City Clerk

AGREEMENT TO INSTALL IMPROVEMENTS
AND PROVIDE MAINTENANCE GUARANTY

THIS AGREEMENT made and entered into this 23RD day of July, 2019, 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 Copper Trails, LLC, a Nevada Limited Liability Corporation, hereinafter referred to as "Developer."

RECITALS

- A. WHEREAS, Developer is subdividing certain property within the City, the subdivision being generally known as Copper Trails Phase 2, Unit 1, into nine (9) separate parcels by means of a subdivision map, identified by the City as Final Map No. 8 -19;
- 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 Eight Hundred Eighty-Seven Thousand, Six Hundred Forty-Eight Dollars and Twenty-Five Cents (\$887,648.25), 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 at 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 the 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 July 23, 2019;
- 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 Eighty-Eight Thousand, Seven Hundred Sixty-Four Dollars and Eighty-Three Cents (\$88,764.83) (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.
- I. 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) (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.

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 **Eighty-Eight Thousand, Seven Hundred Sixty-Four Dollars and Eighty-Three Cents (\$88,764.83)**, 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;
- 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;
- 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 July 23, 2019 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: Luke Fitzgerald, Copper Trails, LLC, 207 Brookwood Drive, 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.

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

By: 
REECE KEENER, Mayor

DEVELOPER - COPPER TRAILS, LLC

By: 

ATTEST:

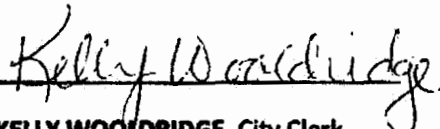

KELLY WOOLDRIDGE, City Clerk

EXHIBIT A

Estimate for Copper Trails Phase 2
May 19, 2019
9 Lots

Carter Engineering, LLC
Civil Engineering

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



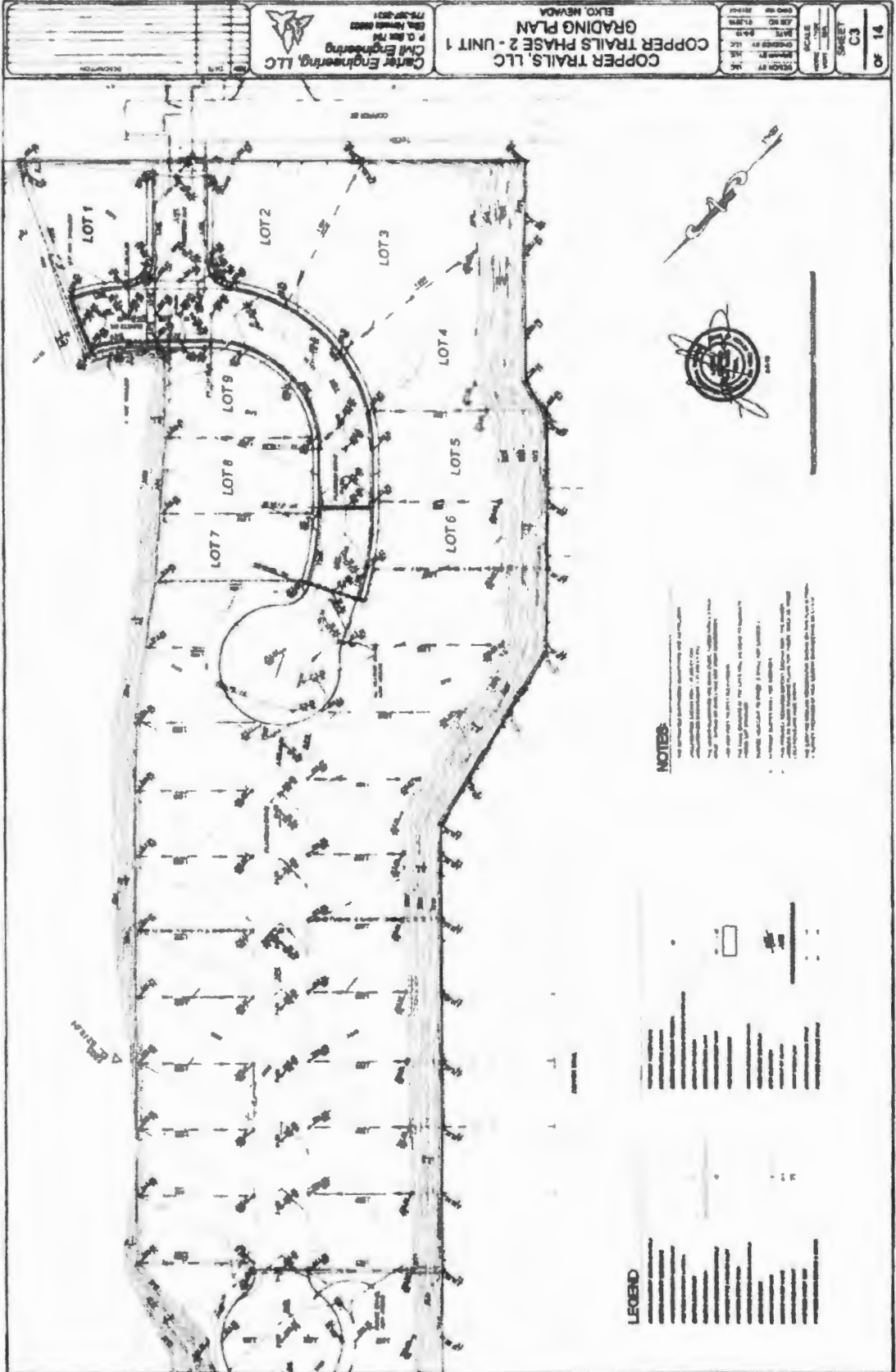
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Unclassified Excavation	CY	37,380	\$ 6.00	\$ 224,280.00
2	Unclassified Embankment	CY	21,565	\$ 10.00	\$ 215,650.00
3	Saw Cut	LF	90	\$ 5.00	\$ 450.00
4	Type 1 Curb & Gutter	LF	840	\$ 26.00	\$ 21,840.00
5	Sidewalk	SF	3,360	\$ 10.00	\$ 33,600.00
6	ADA Curb Ramp Domes	EA	2	\$ 750.00	\$ 1,500.00
7	Barrier Curb behind Curb Ramp	LF	47	\$ 15.00	\$ 705.00
8	6' Wide Valley Gutter	SF	444	\$ 13.00	\$ 5,772.00
9	Valley Gutter Apron	SF	288	\$ 13.00	\$ 3,744.00
10	3-inch A.C.	SF	16,667	\$ 2.50	\$ 41,667.50
11	9-Inch Type 2, Class B Agg. Base	SF	16,667	\$ 1.00	\$ 16,667.00
12	Seal Coat	SY	375	\$ 0.50	\$ 187.50
13	9-Inch Gravel Turn Around	SF	6,797	\$ 1.00	\$ 6,797.00
14	1" Water Service	EA	9	\$ 500.00	\$ 4,500.00
15	1" Water Service Connection	EA	9	\$ 500.00	\$ 4,500.00
16	1" Water Service Meter	EA	9	\$ 1,000.00	\$ 9,000.00
17	10" Water Line	LF	465	\$ 65.00	\$ 30,225.00
18	10" Valve	EA	3	\$ 4,000.00	\$ 12,000.00
19	10" Tee	EA	1	\$ 2,000.00	\$ 2,000.00
20	10" 45° Bend	EA	3	\$ 800.00	\$ 2,400.00
21	10" 22.5° Bend	EA	2	\$ 800.00	\$ 1,600.00
22	Sample Tap	EA	1	\$ 650.00	\$ 650.00
23	Fire Hydrant Assembly	EA	1	\$ 5,000.00	\$ 5,000.00
24	12" SDR-35 Sanitary Sewer	LF	389	\$ 45.00	\$ 17,505.00
25	8" SDR-35 Sanitary Sewer	LF	74	\$ 45.00	\$ 3,330.00
26	Sanitary Sewer Manholes	EA	7	\$ 4,500.00	\$ 31,500.00
27	Sanitary Sewer Services	EA	9	\$ 1,000.00	\$ 9,000.00
28	36" ADS N-12 Storm Drain	LF	60	\$ 200.00	\$ 12,000.00
29	18" ADS N-12 Storm Drain	LF	315	\$ 125.00	\$ 39,375.00
30	12" ADS N-12 Storm Drain	LF	36	\$ 100.00	\$ 3,600.00
31	10" ADS N-12 Storm Drain	LF	39	\$ 80.00	\$ 3,120.00
32	Storm Drain Manholes	EA	6	\$ 5,500.00	\$ 33,000.00
33	Type R-4 Drop Inlet	EA	3	\$ 4,000.00	\$ 12,000.00
34	Striping	LS	1	\$ 4,000.00	\$ 4,000.00
35	Street and Stop Signs	EA	2	\$ 750.00	\$ 1,500.00
36	Street Monuments	EA	5	\$ 1,000.00	\$ 5,000.00
Subtotal					\$ 819,665.00
5% Contingency					\$ 40,983.25
Testing					\$ 9,000.00
Surveying					\$ 9,000.00
Asbuilt & Certification					\$ 9,000.00
Grand Total					\$ 887,648.25

EXHIBIT B

DATE	01-27-76
TIME	01:27
LOCATION	01-27-76
OFFICER	01-27-76
REPORT	01-27-76
REMARKS	01-27-76

COPPER TRAILS, LLC
COPPER TRAILS PHASE 2 - L
GRADING PLAN
ELKO, NEVADA

Carter Engineering, LLC
Civil Engineering
P.O. Box 794
Eads, Missouri 63023
773-367-3931

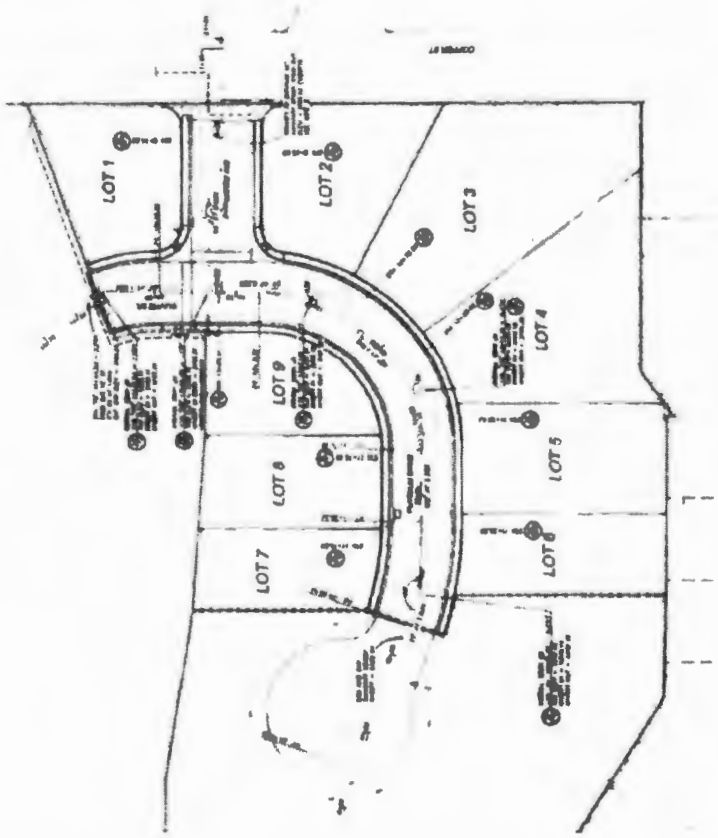


LEGEND

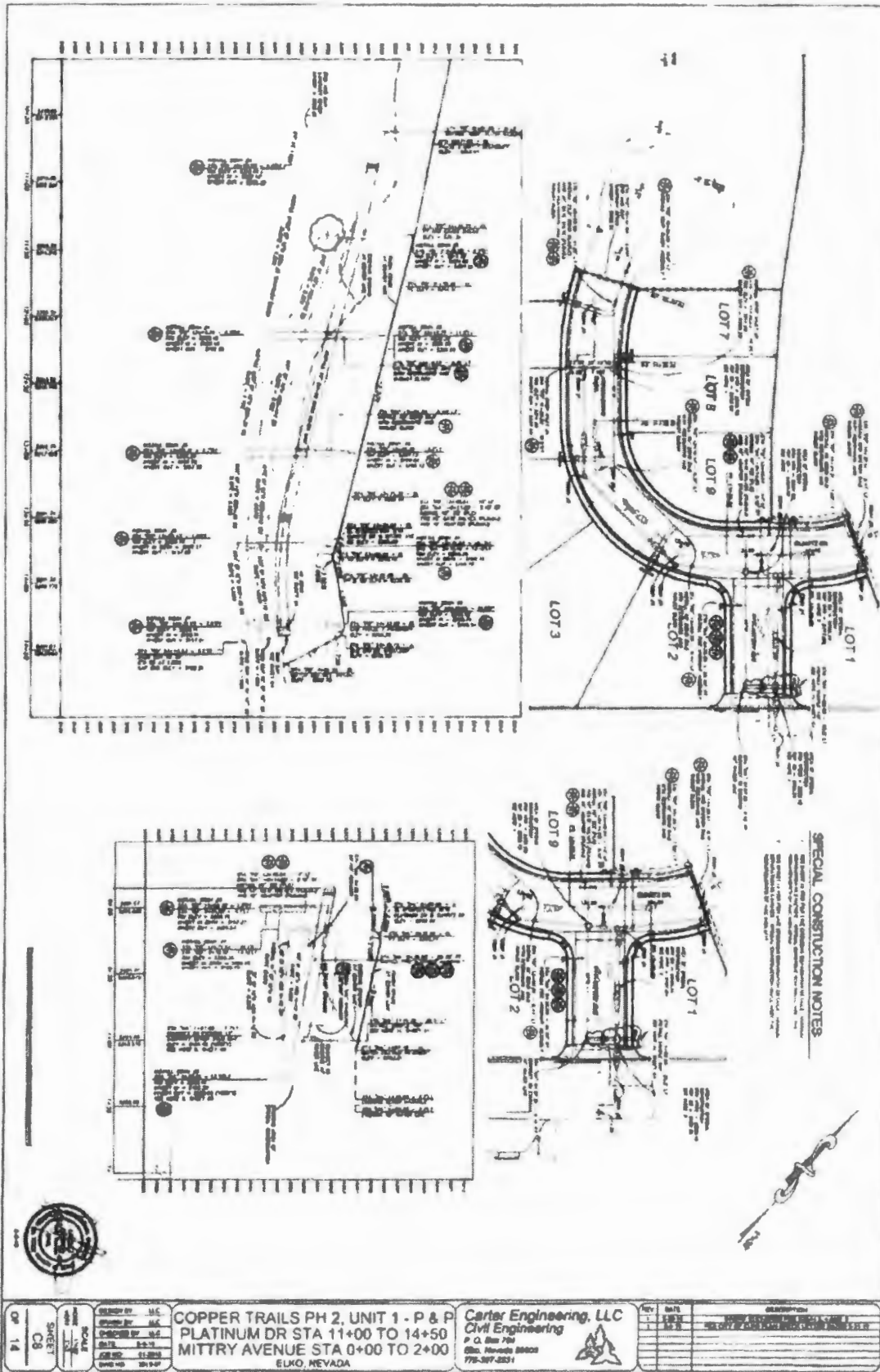
- 12" DIAMETER SANITARY SEWER
- 18" DIAMETER SANITARY SEWER
- 24" DIAMETER SANITARY SEWER
- 30" DIAMETER SANITARY SEWER
- 36" DIAMETER SANITARY SEWER
- 42" DIAMETER SANITARY SEWER
- 48" DIAMETER SANITARY SEWER
- 54" DIAMETER SANITARY SEWER
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- 300" DIAMETER SANITARY SEWER


SANITARY SEWER NOTES

1. ALL SANITARY SEWERS SHALL BE 12" DIAMETER UNLESS OTHERWISE NOTED.
2. ALL SANITARY SEWERS SHALL BE 18" DIAMETER UNLESS OTHERWISE NOTED.
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49. ALL SANITARY SEWERS SHALL BE 300" DIAMETER UNLESS OTHERWISE NOTED.



SHEET C6 OF 14	SCALE 1"=40' 1"=80' 1"=160' 1"=320' 1"=640' 1"=1280' 1"=2560' 1"=5120' 1"=10240' 1"=20480' 1"=40960' 1"=81920' 1"=163840' 1"=327680' 1"=655360' 1"=1310720' 1"=2621440' 1"=5242880' 1"=10485760' 1"=20971520' 1"=41943040' 1"=83886080' 1"=167772160' 1"=335544320' 1"=671088640' 1"=1342177280' 1"=2684354560' 1"=5368709120' 1"=10737418240' 1"=21474836480' 1"=42949672960' 1"=85899345920' 1"=171798691840' 1"=343597383680' 1"=687194767360' 1"=1374389534720' 1"=2748779069440' 1"=5497558138880' 1"=10995116277760' 1"=21990232555520' 1"=43980465111040' 1"=87960930222080' 1"=175921860444160' 1"=351843720888320' 1"=703687441776640' 1"=1407374883553280' 1"=2814749767106560' 1"=5629499534213120' 1"=11258999068426240' 1"=22517998136852480' 1"=45035996273704960' 1"=90071992547409920' 1"=180143985094819840' 1"=360287970189639680' 1"=720575940379279360' 1"=1441151880758558720' 1"=2882303761517117440' 1"=5764607523034234880' 1"=11529215046068469760' 1"=23058430092136939520' 1"=46116860184273879040' 1"=92233720368547758080' 1"=184467440737095516160' 1"=368934881474191032320' 1"=737869762948382064640' 1"=1475739525896764129280' 1"=2951479051793528258560' 1"=5902958103587056517120' 1"=11805916207174113034240' 1"=23611832414348226068480' 1"=47223664828696452136960' 1"=94447329657392904273920' 1"=188894659314785808547840' 1"=377789318629571617095680' 1"=755578637259143234191360' 1"=1511157274518286468382720' 1"=3022314549036572936765440' 1"=6044629098073145873530880' 1"=12089258196146291747061760' 1"=24178516392292583494123520' 1"=48357032784585166988247040' 1"=96714065569170333976494080' 1"=193428131138340667952988160' 1"=386856262276681335905976320' 1"=773712524553362671811952640' 1"=1547425049106725343623905280' 1"=3094850098213450687247810560' 1"=6189700196426901374495621120' 1"=12379400392853802748991242240' 1"=24758800785707605497982484480' 1"=49517601571415210995964968960' 1"=99035203142830421991929937920' 1"=198070406285660843983859875840' 1"=396140812571321687967719751680' 1"=792281625142643375935439503360' 1"=1584563250285286751870879006720' 1"=3169126500570573503741758013440' 1"=6338253001141147007483516026880' 1"=12676506002282294014967032053760' 1"=25353012004564588029934064107520' 1"=50706024009129176059868128215040' 1"=101412048018258352119736256430080' 1"=202824096036516704239472512860160' 1"=405648192073033408478945025720320' 1"=811296384146066816957890051440640' 1"=1622592768292133633915780102881280' 1"=3245185536584267267831560205762560' 1"=6490371073168534535663120411525120' 1"=12980742146337069071326240823050240' 1"=25961484292674138142652481646100480' 1"=51922968585348276285304963292200960' 1"=103845937170696552570609926584401920' 1"=207691874341393105141219853168803840' 1"=415383748682786210282439706337607680' 1"=830767497365572420564879412675215360' 1"=1661534994731144841129758825350430720' 1"=3323069989462289682259517650700861440' 1"=6646139978924579364519035301401722880' 1"=13292279957849158729038070602803445760' 1"=26584559915698317458076141205606891520' 1"=53169119831396634916152282411213783040' 1"=106338239662793269832304564822427566080' 1"=212676479325586539664609129644855132160' 1"=425352958651173079329218259289710264320' 1"=850705917302346158658436518579420528640' 1"=1701411834604692317316873037158841057280' 1"=3402823669209384634633746074317682114560' 1"=6805647338418769269267492148635364229120' 1"=13611294676837538538534984297270728458240' 1"=27222589353675077077069968594541456916480' 1"=54445178707350154154139937189082913832960' 1"=108890357414700308308279874378
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SHEET C8 OF 14	SCALE AS SHOWN	DESIGNED BY: J.C.	COPPER TRAILS PH 2, UNIT 1 - P & P PLATINUM DR STA 11+00 TO 14+50 MITTRY AVENUE STA 0+00 TO 2+00 ELKO, NEVADA	Carter Engineering, LLC Civil Engineering P.O. Box 704 Elko, Nevada 89801 775-327-3331		REV	DATE	DESCRIPTION
		CHECKED BY: J.C.						



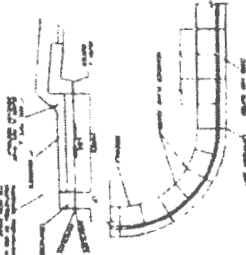
TYPE 1 CURB AND GUTTER



TYPE 2 CURB AND GUTTER

1. CURB AND GUTTER NOTES:
 A. CURB SHALL BE 4" MIN. THICK PRECAST CONCRETE.
 B. CURB SHALL BE 4" MIN. THICK PRECAST CONCRETE.
 C. CURB SHALL BE 4" MIN. THICK PRECAST CONCRETE.
 D. CURB SHALL BE 4" MIN. THICK PRECAST CONCRETE.

CURB AND GUTTER

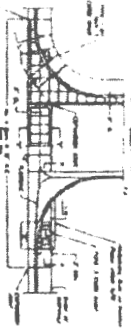


PCC SIDEWALK

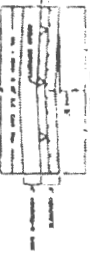
PCC SIDEWALK



PCC JOINTING DETAILS



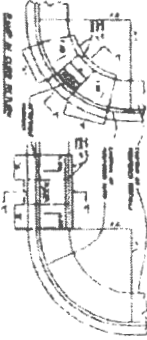
SECTION A-A



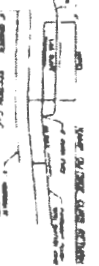
SECTION B-B

PCC VALLEY GUTTER WITH JUNCTION

PCC VALLEY GUTTER WITH JUNCTION



SECTION C-C

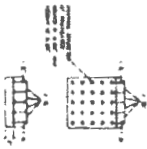


SECTION D-D

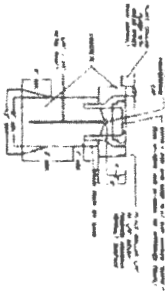


CURB WALK

CURB WALK

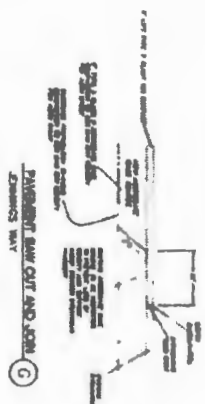


1. CURB AND GUTTER NOTES:
 A. CURB SHALL BE 4" MIN. THICK PRECAST CONCRETE.
 B. CURB SHALL BE 4" MIN. THICK PRECAST CONCRETE.
 C. CURB SHALL BE 4" MIN. THICK PRECAST CONCRETE.
 D. CURB SHALL BE 4" MIN. THICK PRECAST CONCRETE.

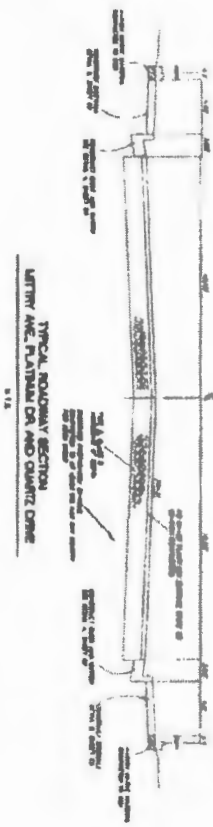


CURB A JOINTING

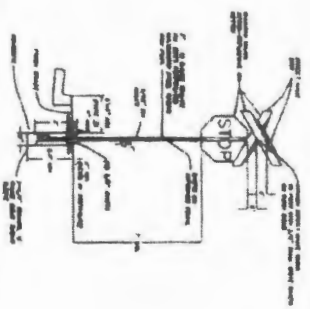
CURB A JOINTING



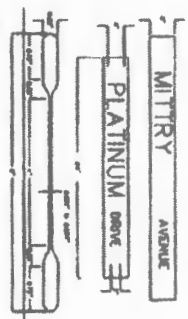
PAVEMENT SHOW OUT AND SIGN (C)



TYPICAL ROADWAY SECTION
LETTRY AVE. PLATINUM DR. AND QUARTZ DRIVE



PAVEMENT SHOW OUT AND SIGN (C)



PAVEMENT SHOW OUT AND SIGN (C)



TYPICAL PAVEMENT SECTION
FOR GRAVEL TYPED AND/OR

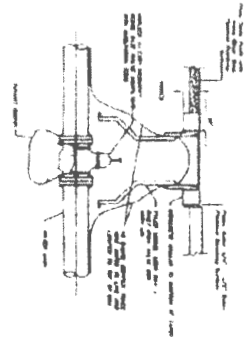
TYPE 2 STREET SIGN

STREET AND STOP SIGN (H)

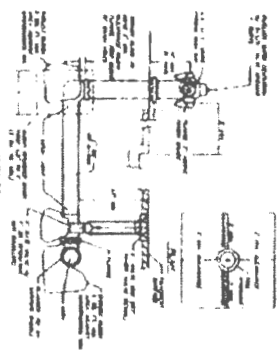
ITEM	DESCRIPTION	QTY	UNIT
1	STANDARD PRESS BLOCKS	10	EA
2	VALVE AND BOX	1	EA
3	WATER METER	1	EA
4	WATER SERVICE CONNECTION	1	EA
5	TRUCKWASH ASSEMBLY	1	EA
6	TRENCH DETAIL	1	EA



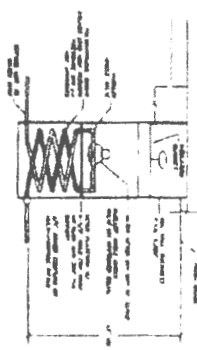
STANDARD PRESS BLOCKS (M4)



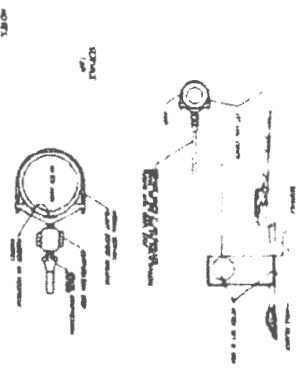
VALVE AND BOX (M5)



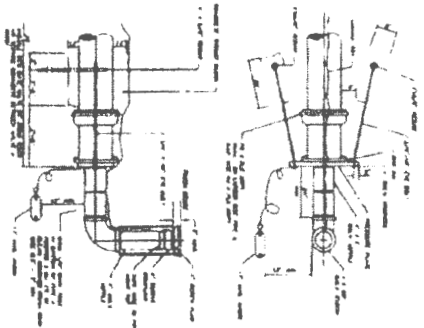
TRUCKWASH ASSEMBLY (M6)



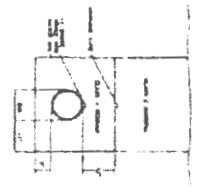
WATER METER (M1)



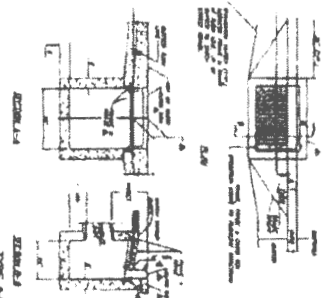
WATER SERVICE CONNECTION (M2)



TRENCH DETAIL (M3)



TRENCH DETAIL (M3)



MANHOLE

1. The manhole shall be constructed of concrete or masonry and shall be finished with a smooth, durable surface.

2. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

3. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

4. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

5. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

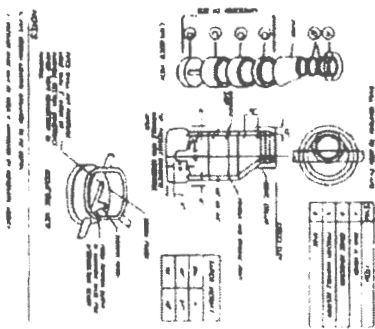
6. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

7. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

8. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

9. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

10. The manhole shall be constructed to a depth of 4 feet below the finished ground level.



MANHOLE COLLAR

1. The manhole collar shall be constructed of concrete or masonry and shall be finished with a smooth, durable surface.

2. The manhole collar shall be constructed to a depth of 4 feet below the finished ground level.

3. The manhole collar shall be constructed to a depth of 4 feet below the finished ground level.

4. The manhole collar shall be constructed to a depth of 4 feet below the finished ground level.

5. The manhole collar shall be constructed to a depth of 4 feet below the finished ground level.

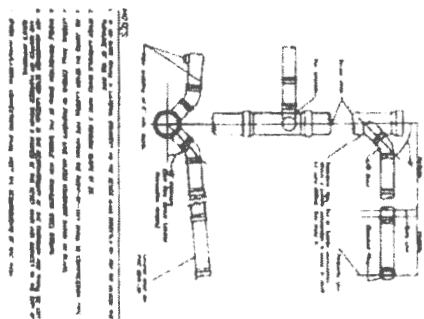
6. The manhole collar shall be constructed to a depth of 4 feet below the finished ground level.

7. The manhole collar shall be constructed to a depth of 4 feet below the finished ground level.

8. The manhole collar shall be constructed to a depth of 4 feet below the finished ground level.

9. The manhole collar shall be constructed to a depth of 4 feet below the finished ground level.

10. The manhole collar shall be constructed to a depth of 4 feet below the finished ground level.



MANHOLE

1. The manhole shall be constructed of concrete or masonry and shall be finished with a smooth, durable surface.

2. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

3. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

4. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

5. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

6. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

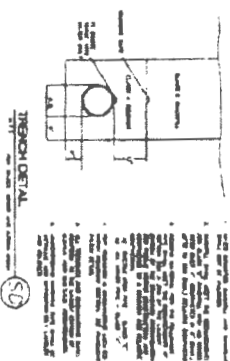
7. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

8. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

9. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

10. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

GENERAL LATERAL CONNECTOR



MANHOLE

1. The manhole shall be constructed of concrete or masonry and shall be finished with a smooth, durable surface.

2. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

3. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

4. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

5. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

6. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

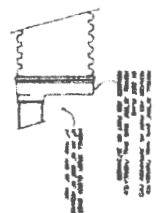
7. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

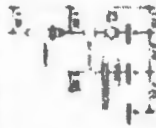
8. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

9. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

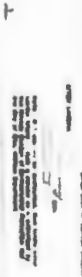
10. The manhole shall be constructed to a depth of 4 feet below the finished ground level.

STORM DRAIN REDUCER





Medical Unit, Medical Location.

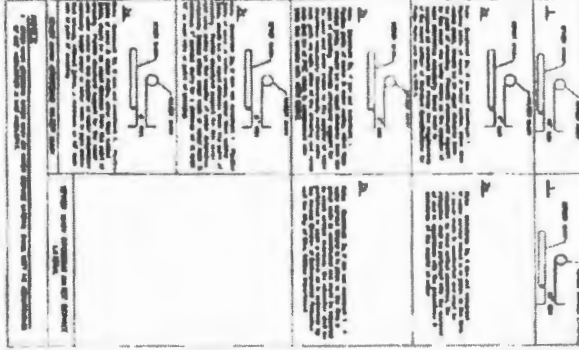


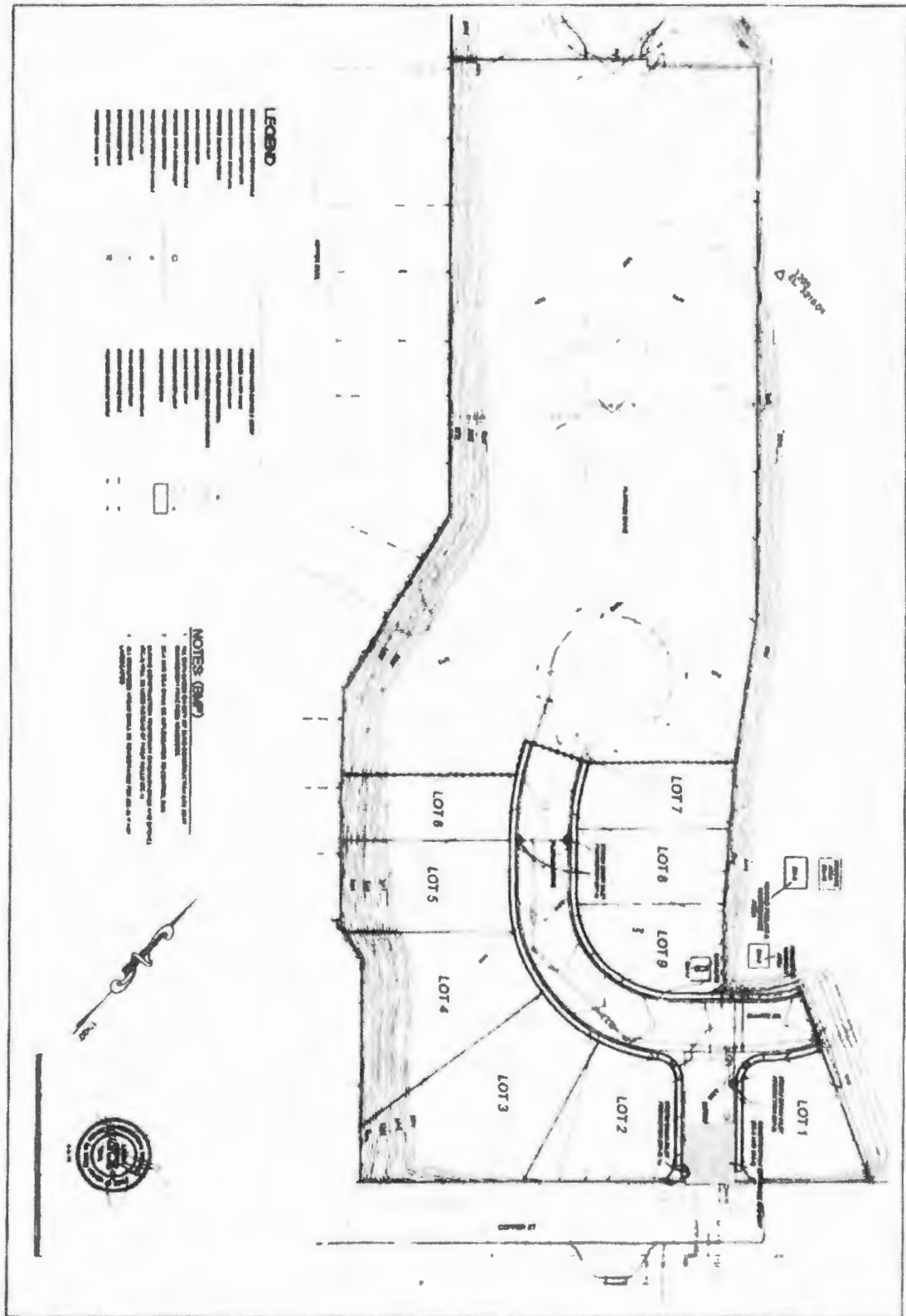
Notes: Questions for 7 are not included; 8 is unique with no other group doing it; 9 shows a close link to swimming (the club is dependent on their selling swimsuits); the swimming club for females do the same as males and continues with the tradition; 10 answered by two women at school.

[illegible]

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

COGNITIVE REHABILITATION





LEGEND

- 1. Silt Fence
- 2. Sediment Basin
- 3. Vegetative Stabilization
- 4. Erosion Control Blanket
- 5. Geotextile Fabric
- 6. Rock Riprap
- 7. Concrete Retention Wall
- 8. Gabion Retention Wall
- 9. Chain Link Fence
- 10. Steel Pipe
- 11. Concrete Pipe
- 12. Culvert
- 13. Bridge
- 14. Road
- 15. Utility
- 16. Easement
- 17. Property Line
- 18. Survey Point
- 19. Benchmark
- 20. Spot Elevation
- 21. Contour
- 22. Spot Elevation
- 23. Spot Elevation
- 24. Spot Elevation
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- 98. Spot Elevation
- 99. Spot Elevation
- 100. Spot Elevation

NOTES (IMP)

1. All erosion control measures shall be installed prior to the start of construction.
2. All erosion control measures shall be maintained throughout the construction process.
3. All erosion control measures shall be removed upon completion of construction.
4. All erosion control measures shall be replaced if damaged or removed.
5. All erosion control measures shall be installed in accordance with the approved plan.
6. All erosion control measures shall be installed in accordance with the approved specifications.
7. All erosion control measures shall be installed in accordance with the approved schedule.
8. All erosion control measures shall be installed in accordance with the approved budget.
9. All erosion control measures shall be installed in accordance with the approved quality control plan.
10. All erosion control measures shall be installed in accordance with the approved safety plan.
11. All erosion control measures shall be installed in accordance with the approved environmental plan.
12. All erosion control measures shall be installed in accordance with the approved social plan.
13. All erosion control measures shall be installed in accordance with the approved economic plan.
14. All erosion control measures shall be installed in accordance with the approved cultural plan.
15. All erosion control measures shall be installed in accordance with the approved historical plan.
16. All erosion control measures shall be installed in accordance with the approved archaeological plan.
17. All erosion control measures shall be installed in accordance with the approved paleontological plan.
18. All erosion control measures shall be installed in accordance with the approved biological plan.
19. All erosion control measures shall be installed in accordance with the approved geological plan.
20. All erosion control measures shall be installed in accordance with the approved hydrological plan.
21. All erosion control measures shall be installed in accordance with the approved meteorological plan.
22. All erosion control measures shall be installed in accordance with the approved climatological plan.
23. All erosion control measures shall be installed in accordance with the approved astronomical plan.
24. All erosion control measures shall be installed in accordance with the approved geophysical plan.
25. All erosion control measures shall be installed in accordance with the approved geochemical plan.
26. All erosion control measures shall be installed in accordance with the approved geobotanical plan.
27. All erosion control measures shall be installed in accordance with the approved geodetic plan.
28. All erosion control measures shall be installed in accordance with the approved geomatics plan.
29. All erosion control measures shall be installed in accordance with the approved geospatial plan.
30. All erosion control measures shall be installed in accordance with the approved geoscientific plan.
31. All erosion control measures shall be installed in accordance with the approved geotechnical plan.
32. All erosion control measures shall be installed in accordance with the approved geoenvironmental plan.
33. All erosion control measures shall be installed in accordance with the approved geohazard plan.
34. All erosion control measures shall be installed in accordance with the approved geosafety plan.
35. All erosion control measures shall be installed in accordance with the approved geosocial plan.
36. All erosion control measures shall be installed in accordance with the approved geoeconomic plan.
37. All erosion control measures shall be installed in accordance with the approved geocultural plan.
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41. All erosion control measures shall be installed in accordance with the approved geogeological plan.
42. All erosion control measures shall be installed in accordance with the approved geohydrological plan.
43. All erosion control measures shall be installed in accordance with the approved geometeorological plan.
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47. All erosion control measures shall be installed in accordance with the approved geochemistry plan.
48. All erosion control measures shall be installed in accordance with the approved geobotany plan.
49. All erosion control measures shall be installed in accordance with the approved geodesy plan.
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99. All erosion control measures shall be installed in accordance with the approved geohazard plan.
100. All erosion control measures shall be installed in accordance with the approved geosafety plan.

<p>REVISION BY: SAC</p> <p>DATE: 08-19</p> <p>APPROVED BY: SAC</p> <p>DATE: 08-19</p> <p>DESIGNED BY: SAC</p> <p>DATE: 08-19</p> <p>CHECKED BY: SAC</p> <p>DATE: 08-19</p>		<p>COPPER TRAILS, LLC</p> <p>COPPER TRAILS PHASE 2 - UNIT 1</p> <p>EROSION CONTROL PLAN</p> <p>ELKO, NEVADA</p>		<p>Carter Engineering, LLC</p> <p>Civil Engineering</p> <p>P. O. Box 754</p> <p>Elko, Nevada 89801</p> <p>775-327-3531</p>		<p>REV</p> <p>DATE</p> <p>DESCRIPTION</p>	
<p>SHEET</p> <p>C14</p> <p>OF 14</p>							

COPPER TRAILS LLC

P.O. BOX 8070
RENO, NV 89507
(775) 825-9280

FIRST INDEPENDENT BANK OF NEVADA

P.O. BOX 11100
RENO, NV 89510
775-828-2000
91-598/1221

1585

6/29/2021

PAY TO THE
ORDER OF City of Elko

\$ **88,746.83

Eighty-Eight Thousand Seven Hundred Forty-Six and 83/100*****

DOLLARS ¹/₁₀

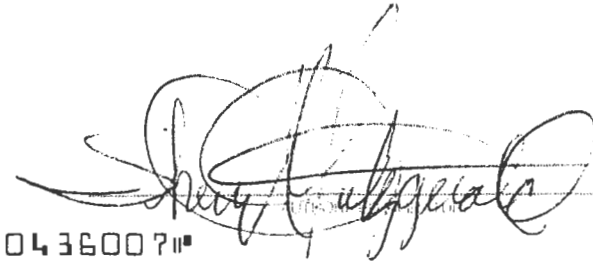
City of Elko

1751 College Ave
Elko, NV 89801

MEMO

Copper Trails Extension agreement

⑈001585⑈ ⑆122105980⑆ 8010436007⑈



COPPER TRAILS LLC

1585

Date	Type	Reference	Original Amt.	Balance Due	6/29/2021 Discount	Payment
6/29/2021	Bill	CT Ext Agreement	88,746.83	88,746.83		88,746.83
Copper Trails Extension Agreement					Check Amount	88,746.83

Copper Trails

Phase 2 Unit 1

Maintenance Bond

Copper Trails, LLC Ch Copper Trails Extension agreement

88,746.83

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Jarbidge Estates subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 13, 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 Jarbidge Estates 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: **Legion Construction and Development, LLC
Attn: John Smales
599 Shadybrook Drive
Spring Creek, NV 89815

Shanks Engineering
Attn: Mike Shanks
982 Wolf Creek Drive
Spring Creek, NV 89815**

AGREEMENT TO INSTALL IMPROVEMENTS
AND PROVIDE MAINTENANCE GUARANTY

THIS AGREEMENT made and entered into this 13th day of July, 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 **Legion Construction and Development, LLC**, a Nevada 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 **Jarbidge Estates**, into 18 townhouse lots and one (1) common lot by means of a subdivision map, identified by the **City** as Final Map No. 4-21;
- 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 **Four Hundred, Fifty-Nine Thousand, Ninety-Four Dollars and Eighty-One Cents (\$459,094.81)**, 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 July 13, 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 **Forty-Five Thousand, Nine Hundred and Nine Dollars and Forty-Eight Cents (\$45,909.48)** (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 **Forty-Five Thousand, Nine Hundred and Nine Dollars and Forty-Eight Cents (\$45,909.48)**, 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 July 13, 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: John Smales, Legion Construction and Development, LLC, 427 Wong Way, Spring Creek, NV, 89815.
- 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 – LEGION CONSTRUCTION AND
DEVELOPMENT, LLC**

By: _____
REECE KEENER, Mayor

By: _____

Its: _____

ATTEST:

KELLY WOOLDRIDGE, City Clerk

EXHIBIT A



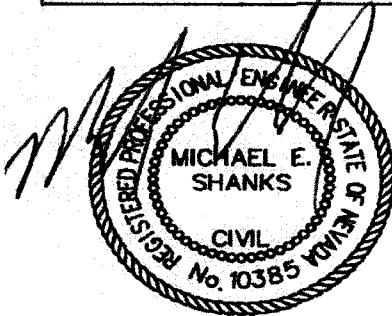
CITY OF ELKO ENGINEERING DEPARTMENT

PUBLIC IMPROVEMENT ESTIMATE TABULATIONS

Date	5/25/21	Project				HTE No.	
Responsible Engineer	Michael Shanks, P.E.		Engineering Firm	Shanks Enterprises			
Address	982 Wolf Cr., Dr.						
City	Spring Creek	State	NV	ZIP	89815		

Mobilization/Demobilization 10%	\$	34,780
Subtotal from Page 2 (roadway)	\$	44,217.10
Subtotal from Page 3 (sewer)	\$	129,892.00
Subtotal from Page 4 (water)	\$	173,690.00
Subtotal from Page 5 (traffic)	\$	-
Subtotal from Page 8 (drainage)	\$	-
Subtotal from Page 9 (landscaping)	\$	-
Total of line item costs	\$	382,579

Type "1" in Box	Please calculate only <u>one</u> of the contingencies listed below.	
10% > 1	Contingencies (10%) or	\$ 38,257.90
25% > 0	Outlying areas Contingencies (25%)	\$ -
	Total amount of estimated cost of construction (total of line item costs and contingencies).	\$ 420,836.91
Type "1" in Box		
10% 0	Engineering	\$ -
10% 1	Construction Management	\$ 38,257.90
	Total Engineering and Management Costs	\$ 38,257.90
	Total Project Cost	\$ 459,094.81



Micael E. Shanks, P.E.

This section to be completed by the Department of Public Works.

Public Improvement Estimate Tabulation Approved by _____
of the Engineering Department on _____

NOTE: These estimated costs may be revised by the Department of Public Works to reflect any changes in the scope or field conditions of the project.

ROADWAY/SITE WORK						
ITEM	DESCRIPTION	UNIT	DEDICATED QUANTITY	PRIVATE QUANTITY	UNIT PRICES	TOTAL PRICES
1						
2	3-inch asphaltic concrete paving	SY	30		\$ 25.20	\$ 743.30
3	4-inch asphaltic concrete paving	SY	0	0	\$ 35.37	\$ -
4	5-inch asphaltic concrete paving	SY	0	0		
5	6-inch asphaltic concrete paving	SY	0	0	\$ 31.65	\$ -
	Asphalt Patch back	SY	62	0	\$ 99.50	\$ 6,169.00
6	Open Grade	SY	0	0		
7	Micro Surface	SY	0	0	\$ 1.50	\$ -
8	Type I gravel	CY	0	0		
9	Type II Gravel	CY	60	0	\$ 73.60	\$ 4,416.00
10	Excavation embankments in right-of-way	CY	200	0	\$ 7.94	\$ 1,587.50
11	Curb and Gutter Type 1	LF	260	0	\$ 54.33	\$ 14,126.67
12	Post Curb	LF	0	0	\$ 36.83	\$ -
13	Commercial Driveway	SF	0	0	\$ 16.69	\$ -
14	Concrete Valley Gutter	SF	144	0	\$ 12.60	\$ 1,814.40
15	4-inch concrete sidewalk	SF	1,040	0	\$ 11.78	\$ 12,247.73
16	Driveable Grass	SF	0	0	\$ 9.33	\$ -
17	ADA Ramps	SF	72	0	\$ 37.50	\$ 2,700.00
18	5' Wide PCC Apron	SF	140	0	\$ 16.20	
19		EA	0	0		
20	Sidewalk underdrain	EA	0	0	\$ 1,356.00	\$ -
21	Survey monuments	L/S	0	0		
22						
23	Parking Bumpers	EA	0	0	\$ 95.83	\$ -
24			0	0		
25						
26						
27	Trash Enclosure (2 Dumpsters)	EA	0	0	\$ 8,550.00	\$ -
28			0	0		
29						
30						
31	12th Street Bridge Crossing	EA	0	0	\$ 72,000.00	\$ -
32			0	0	\$ -	\$ -
33	Remove and dispose of concrete sidewalk	SF	0	0	\$ 5.00	\$ -
34	Remove and dispose of Type 1 Curb and Gutter	LF	0	0	\$ 10.00	\$ -
35	Remove and dispose of catch basin	EA	0	0	\$ 800.00	\$ -
36	Remove and dispose of AC Pavement	SF	275	0	\$ 1.50	\$ 412.50
37			0	0	\$ -	\$ -
38			0	0	\$ -	\$ -
39			0	0	\$ -	\$ -
40			0	0	\$ -	\$ -
41			0	0	\$ -	\$ -
42			0	0	\$ -	\$ -
43			0	0	\$ -	\$ -
44			0	0	\$ -	\$ -
45			0	0	\$ -	\$ -
46			0	0	\$ -	\$ -
Subtotal						\$ 44,217.10

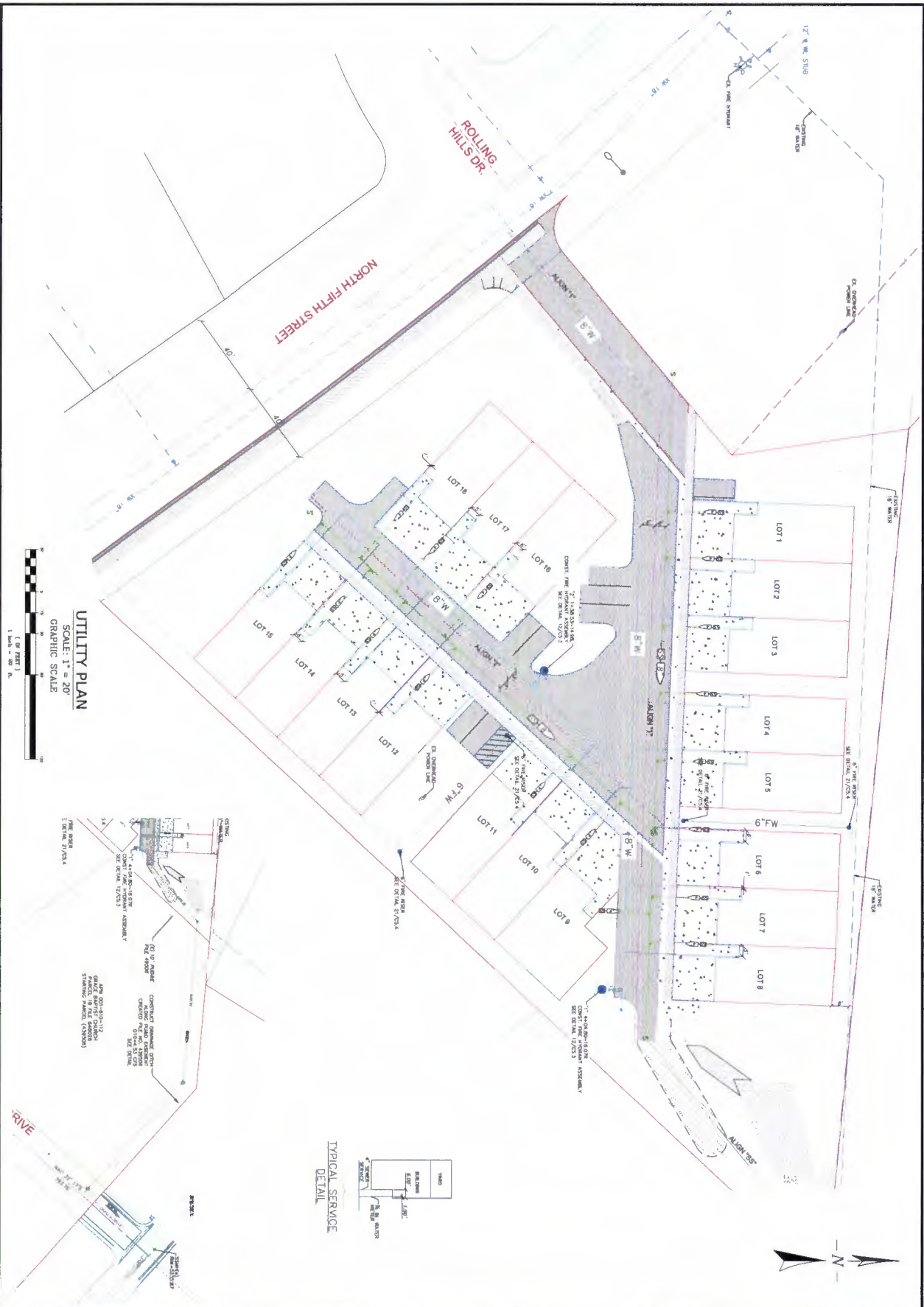
City of Elko

SEWER						
ITEM	DESCRIPTION	UNIT	DEDICATED QUANTITY	PRIVATE QUANTITY	UNIT PRICES	TOTAL PRICES
1	4-inch sewer	LF	0	0		\$ -
2	6-inch sewer	LF	0	0		\$ -
3	8-inch sewer	LF	1,029	0	\$ 81.33	\$ 83,692.00
4	10-inch sewer	LF	0	0		
5	12-inch sewer	LF	0	0	\$ 96.67	\$ -
6	15-inch sewer	LF	0	0		
7	18-inch sewer	LF	0	0		
8	21-inch sewer	LF	0	0		
9	24-inch sewer	LF	0	0		
10	27-inch sewer	LF	0	0		
11	30-inch sewer	LF	0	0		
12	4-inch sewer C900	LF	0	0		
13	6-inch sewer C900	LF	0	0		
14	8-inch sewer C900	LF	0	0		
15	10-inch sewer C900	LF	0	0		
16	12-inch sewer C900	LF	0	0		
17	15-inch sewer C900	LF	0	0		
18	18-inch sewer C900	LF	0	0		
19	21-inch sewer C900	LF	0	0		
20	24-inch sewer C900	LF	0	0		
21	27-inch sewer C900	LF	0	0		
22	30-inch sewer C900	LF	0	0		
23	15-inch steel sleeve	LF	0	0		
24	18-inch steel sleeve	LF	0	0		
25	30-inch steel pipe sleeve	LF	0	0		
26	Sewer manhole < 6'	EA	0	0		
27	Sewer manhole > 6'	EA	7	0	\$ 6,600.00	\$ 46,200.00
28	Sewer manhole T-lock	EA	0	0		\$ -
29	Deep sewer drop manhole	EA	0	0		\$ -
30	Deep sewer manhole > 12'	EA	0	0	\$ 10,000.00	\$ -
31	Deep 60" manhole T-lock < 30'	EA	0	0		\$ -
32	Backwater valves	EA	0	0		\$ -
33	Sewer manhole adjustments	EA	0	0	\$ 974.00	\$ -
34			0	0	\$ -	\$ -
35			0	0	\$ -	\$ -
36			0	0	\$ -	\$ -
37			0	0	\$ -	\$ -
38			0	0	\$ -	\$ -
39			0	0	\$ -	\$ -
40			0	0	\$ -	\$ -
41			0	0	\$ -	\$ -
42			0	0	\$ -	\$ -
43			0	0	\$ -	\$ -
44			0	0	\$ -	\$ -
Subtotal						\$ 129,892.00

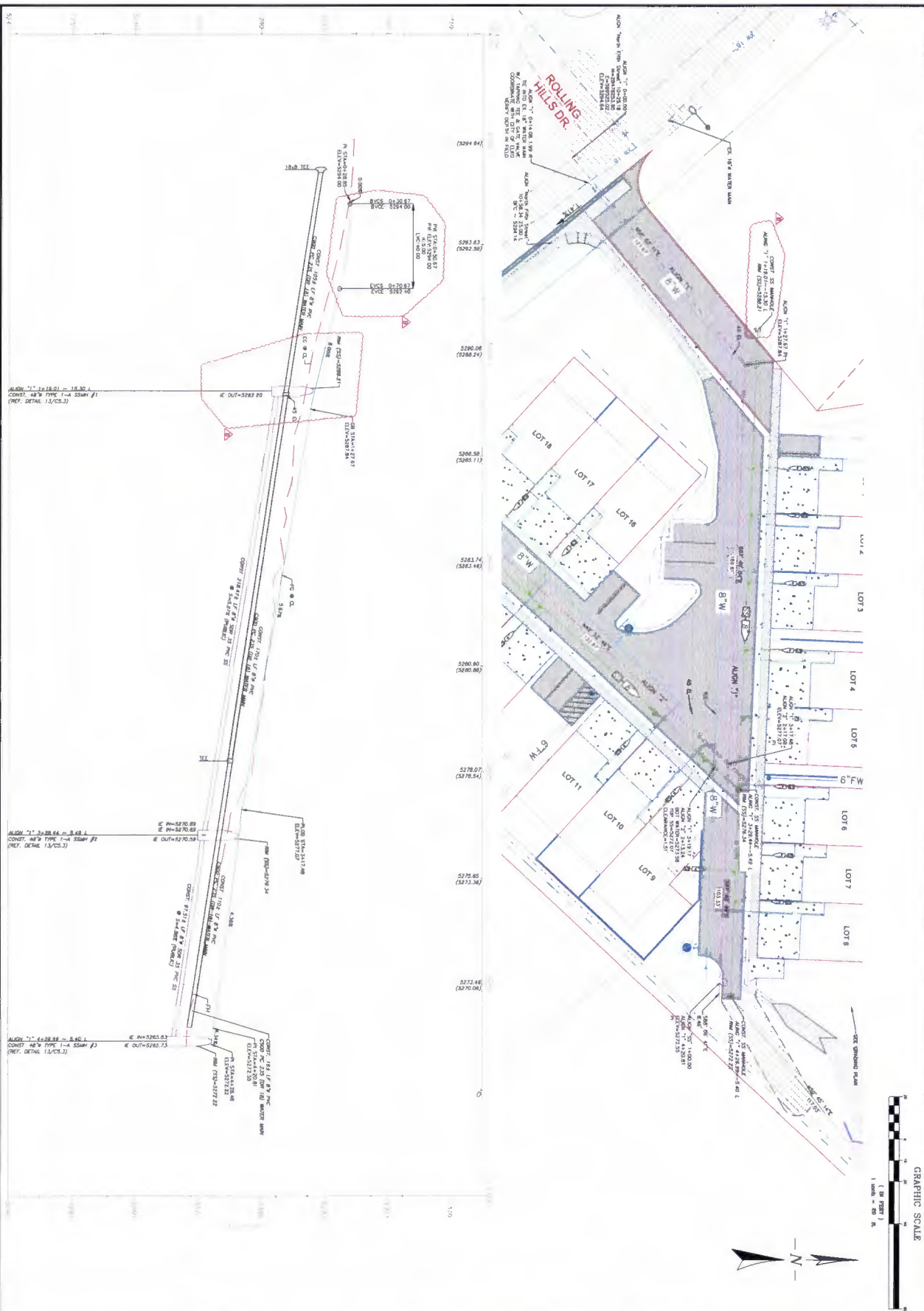
WATER						
ITEM	DESCRIPTION	UNIT	DEDICATED QUANTITY	PRIVATE QUANTITY	UNIT PRICES	TOTAL PRICES
1	Water Service lateral	LF	0	0	\$ 60.00	\$ -
2	2-inch water main	LF	0	0	\$ 65.00	\$ -
3	4-inch water main	LF	0	0	\$ 75.00	\$ -
4	6-inch water main	LF	0	0	\$ 90.00	\$ -
5	8-inch water main	LF	987	0	\$ 120.00	\$ 118,440.00
6	10-inch water main	LF	0	0	\$ 140.00	\$ -
7	12-inch water main	LF	0	0	\$ 150.00	\$ -
8	14-inch water main	LF	0	0		\$ -
9	16-inch water main	LF	0	0		\$ -
10	18-inch water main	LF	0	0	\$ 160.00	\$ -
11	20-inch water main	LF	0	0		\$ -
12	24-inch water main	LF	0	0		\$ -
13	30-inch water main	LF	0	0		\$ -
14	36-inch water main	LF	0	0		\$ -
15	60-inch water main	LF	0	0		\$ -
16	4-inch dip water	LF	0	0		\$ -
17	6-inch dip water	LF	0	0		\$ -
18	8-inch dip water	LF	0	0		\$ -
19	10-inch dip water	LF	0	0		\$ -
20	12-inch dip water	LF	0	0		\$ -
21	14-inch dip water	LF	0	0		\$ -
22	16-inch dip water	LF	0	0		\$ -
23	18-inch dip water	LF	0	0		\$ -
24	20-inch dip water	LF	0	0		\$ -
25	24-inch dip water	LF	0	0		\$ -
26	30-inch dip water	LF	0	0		\$ -
27	36-inch dip water	LF	0	0		\$ -
28	Irrigation sleeves	LF	0	0		\$ -
29	Fire Hydrant	EA	2	0	\$ 7,350.00	\$ 14,700.00
30	Fire hydrant relocation	EA	0	0	\$ 3,321.20	\$ -
31	Adjust Valves to Finish Grade	EA	0	0	\$ 625.00	\$ -
32	Install 1" Water Meter pit	EA	18	0	\$ 1,975.00	\$ 35,550.00
33			0	0		\$ -
34	tapping valve	ea	1	0	\$ 5,000.00	\$ 5,000.00
35			0	0		\$ -
36			0	0		\$ -
37			0	0		\$ -
38			0	0		\$ -
39			0	0		\$ -
40			0	0	\$ -	\$ -
41			0	0	\$ -	\$ -
42			0	0	\$ -	\$ -
43			0	0	\$ -	\$ -
44			0	0	\$ -	\$ -
Subtotal						\$ 173,690.00

City of Elko

EXHIBIT B



UTILITY PLAN SCALE: 1" = 20' GRAPHIC SCALE		TYPICAL SERVICE DETAIL	
TITLE: JARBIDGE ESTATES TOWN HOME SUBDIVISION SITE CONSTRUCTION DRAWINGS UTILITY PLAN SHEET NO. C2.3		PREPARED FOR: LEGION CONS. AND DEVEL., LLC 427 WONG WAY SPRING CREEK, NEVADA DRAWING NO. 2002160 SCALE: AS SHOWN PROJECT NO. 2002160 DRAWING NAME: NORTH TOWN HOME S&D	
DESIGNED: MES DRAWN: MES CHECKED: MES APPROVED: MES		BY: MES DATE: 5/24/21 DATE: 5/24/21 DATE: 5/24/21 DATE: 5/24/21	
PREPARED BY: Shanks Enterprises 982 WOLF CR. DR. SPRING CREEK, NEVADA 89815 775-934-6356 shankseng@gmail.com		EXPIRES: 6/30/22	

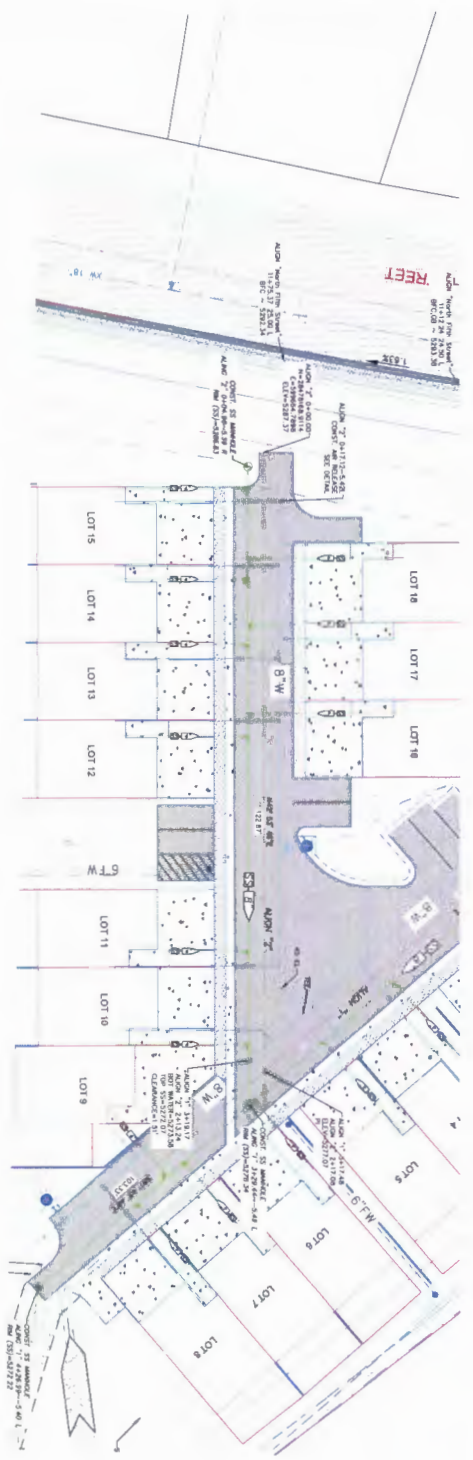
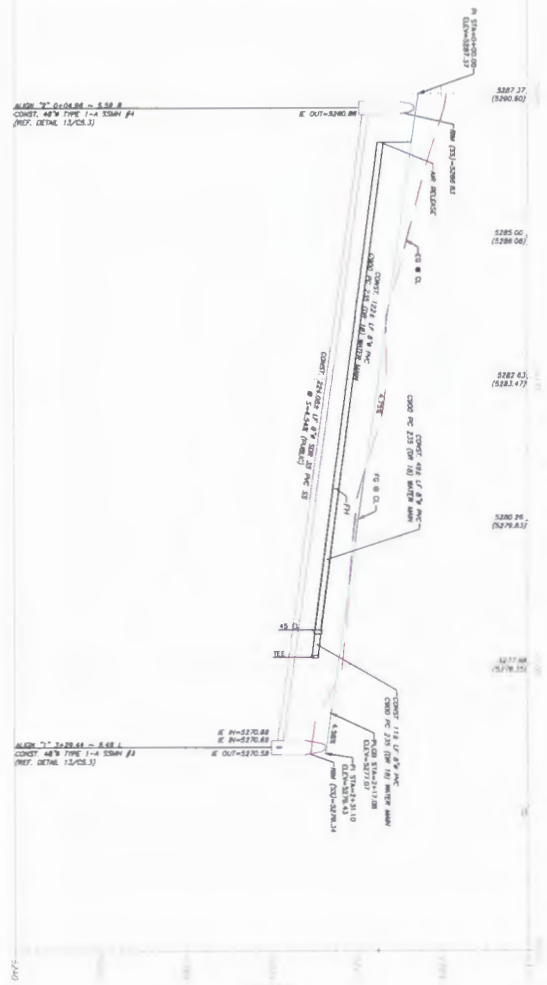


TITLE JARBIDGE ESTATES TOWN HOME SUBDIVISION SITE CONSTRUCTION DRAWINGS PLAN & PROFILE ALIGN "1"		PREPARED FOR LEGION CONS. AND DEVEL., LLC 422 WONG WAY SPRING CREEK, NEVADA		BY MES MES		DATE 5/2/01 6/7/01	
DESIGNED MES 2002160		DESIGNED MES 5/2/01		DESIGNED MES 5/2/01		DESIGNED MES 5/2/01	
SCALE AS SHOWN		CHECKED MES 5/2/01		CHECKED MES 5/2/01		CHECKED MES 5/2/01	
PROJECT NO. 2002160		APPROVED MES 5/2/01		APPROVED MES 5/2/01		APPROVED MES 5/2/01	
DRAWING NAME MATH TOWNHOME S&D		DATE 5/2/01		DATE 5/2/01		DATE 5/2/01	

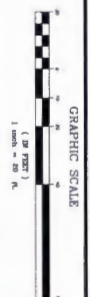
PREPARED BY
Shanks Enterprises
 982 WOLF CR. DR.
 SPRING CREEK, NEVADA 89815
 775-934-9356
 shankseng@gmail.com

GRAPHIC SCALE
 1" = 20' (HORIZONTAL)
 1" = 10' (VERTICAL)

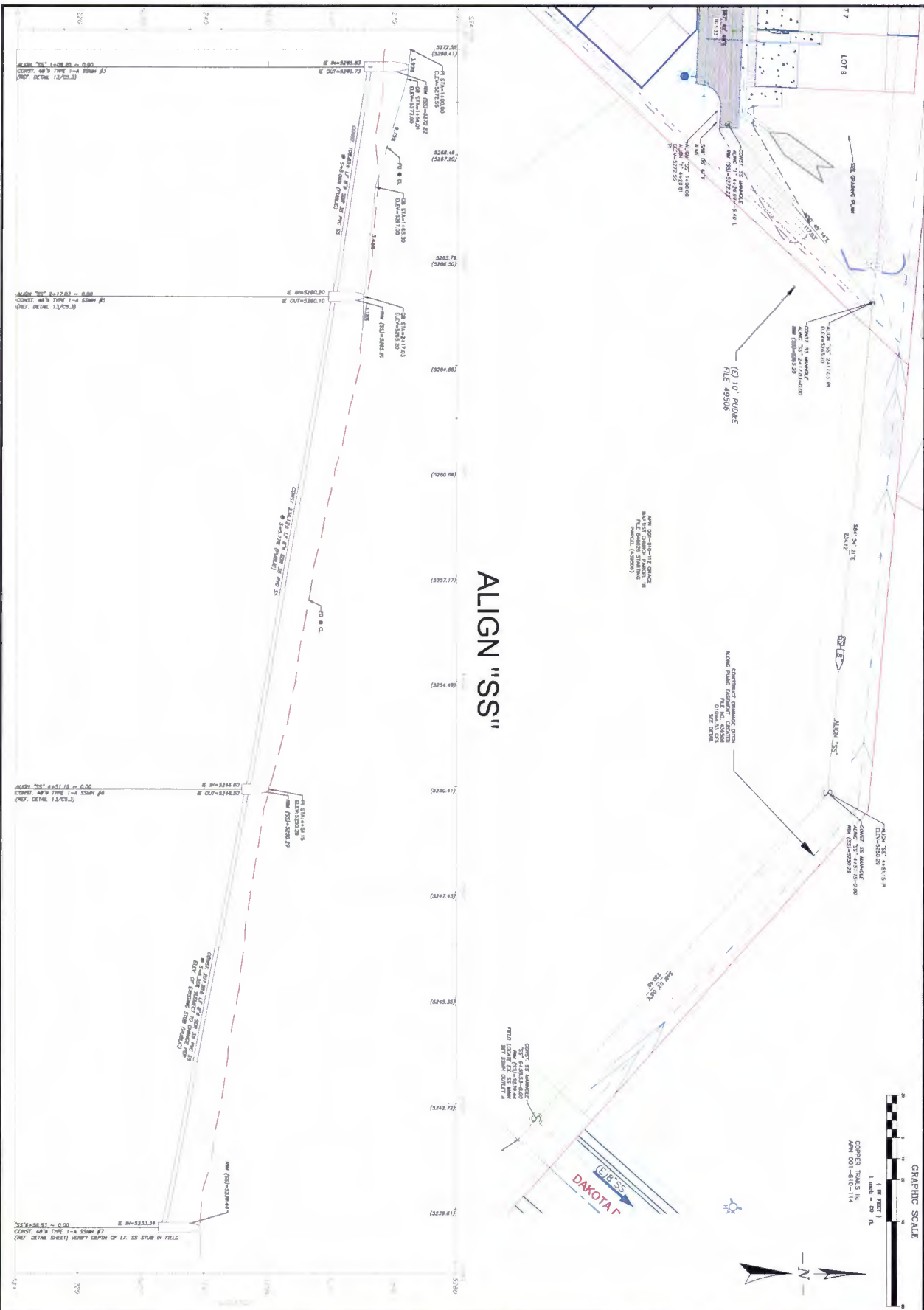
GRAPHIC SCALE
 1" = 20' (HORIZONTAL)
 1" = 10' (VERTICAL)



ALIGN "2"



<p>TITLE</p> <p>JARBIDGE ESTATES TOWN HOME SUBDIVISION SITE CONSTRUCTION DRAWINGS PLAN & PROFILE ALIGN "2"</p>	<p>PREPARED FOR</p> <p>LEGION CONS. AND DEVEL., LLC 457 WONG WAY SPRING CREEK, NEVADA</p> <p>DRAWING NO.</p> <p>2002160</p> <p>SCALE</p> <p>AS SHOWN</p> <p>PROJECT NO.</p> <p>000100</p> <p>DRAWING NAME</p> <p>WONG TOWN HOME, STD</p>	<p>DESCRIPTION</p> <p>ISSUE FOR REVIEW</p> <p>NO CORRECTIONS ON THIS SHEET</p> <p>DESIGNED</p> <p>MES</p> <p>5/24/21</p> <p>DRAWN</p> <p>MES</p> <p>5/24/21</p> <p>CHECKED</p> <p>MES</p> <p>5/24/21</p> <p>APPROVED</p> <p>MES</p> <p>5/24/21</p>	<p>PREPARED BY</p> <p>Shanks Enterprises</p> <p>982 WOLF CR. DR. SPRING CREEK, NEVADA 89615 775-934-9356 shankseng@gmail.com</p>	<p>DATE</p> <p>5/24/21</p> <p>5/27/21</p> <p>5/24/21</p> <p>5/24/21</p> <p>5/24/21</p> <p>5/24/21</p> <p>5/24/21</p>
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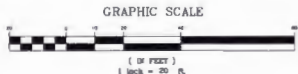
JARBIDGE ESTATES TOWN HOME SUBDIVISION SITE CONSTRUCTION DRAWINGS PLAN & PROFILE ALIGN "SS"		PREPARED FOR: LEGION CONS. AND DEVEL., LLC 427 WONG WAY SPRING CREEK, NEVADA		BY: MES DATE: 5/2/21		PREPARED BY: Shanks Enterprises 982 WOLF CR. DR. SPRING CREEK, NEVADA 89615 775-934-9356 shankseng@gmail.com	
DRAWING NO: 2002180		SCALE: AS SHOWN		DESIGNED: MES 5/2/21		CHECKED: MES 5/2/21	
PROJECT NO: 2002180		DRAWING NAME: NORTH TOWN HOME S&D		DRAWN: MES 5/2/21		APPROVED: MES 5/2/21	
SHEET NO: C3.3		APPROVED:		APPROVED:		APPROVED:	

LEGEND GRADING & DRAINAGE

	PROPERTY LINE - EXISTING
	PROPERTY LINE - PROPOSED
	CENTER LINE
	PC CONCRETE - PROPOSED
	PC CONCRETE - EXISTING
	AC PAVEMENT - PROPOSED
	STORM DRAIN - PROPOSED
	FLOW LINE - PROPOSED
	EDGE OF GRAVEL BASE - PROPOSED
	CREST OF SLOPE / 2' SLOPE SET BACK
	EXISTING FENCE
	5' INTERVAL CONTOUR - PROPOSED
	1' INTERVAL CONTOUR - PROPOSED
	5' INTERVAL CONTOUR - EXISTING
	1' INTERVAL CONTOUR - EXISTING
	LANDSCAPE WALL (UNDER 4' VERTICAL)
	AC PAVEMENT AREA (SEPARATE PERMIT)
	TYPICAL 4' SIDEWALK (SEPARATE PERMIT)
	VALLEY CUTTER (SEPARATE PERMIT)
	6" GRAVEL ROAD SURFACE
	RIP RAP

ROLLING
HILLS DR.

NORTH FIFTH STREET



GRADING NOTES

1. THE GRADES AND CONTOURS SHOWN ARE FINISHED GRADE. FINISHED SUBGRADE GRADE SHALL BE SET 1" BELOW FINISHED GRADE IN TRAFFIC AREAS (ASPHALT AND CONCRETE) AND 8" IN SIDEWALKS (NON-TRAFFIC), AND DRIVEWAYS. SUBGRADE SHALL MATCH FINISHED GRADE IN ALL OTHER AREAS (UNHATCHED).
2. COMPACT FILL TO 90% COMPACTION IN ALL STRUCTURAL AREAS. TOP 6" OF SUBGRADE SHALL BE COMPACTED TO 95% COMPACTION IN ALL TRAFFIC AREAS. COMPACTION SHALL BE PER ASTM D1557.
3. CLAY AND OTHER NON-SUITABLE STRUCTURAL FILL SHALL BE PLACED IN NON STRUCTURAL AREAS.
4. STABILIZE ALL DISTURBED AREAS WITH A MINIMUM OF 1" PIT RUN IN STRUCTURAL AREAS AND SEEDED TOPSOIL IN NON STRUCTURAL AREAS.
5. GRADING ACTIVITIES INCLUDE APPROXIMATELY 3,655 CUBIC YARDS OF FILL AND 1,890 CUBIC YARDS OF CUT. THE BALANCE IS 1,165 CUBIC YARDS OF FILL TO BE IMPORTED OR GENERATED FROM ONSITE. FOUNDATION EXCAVATION, STRUCTURAL FILL MATERIAL SHALL BE INSPECTED BY THE ENGINEER PRIOR TO PLACEMENT AND SHALL HAVE NO MORE THAN 40% PASSING THE 200 SIEVE, A MAXIMUM IN OF 15 AND MAXIMUM AGGREGATE SIZE OF 4". MODIFICATIONS TO THIS SPECIFICATION MAY BE ACCEPTED UPON APPROVAL OF THE ENGINEER.
6. REFER TO SWPPP FOR BEST MANAGEMENT PRACTICES WITH RESPECT TO STORM WATER POLLUTION PREVENTION AND STAGING OF ACTIVITIES.
7. PROVIDE POSITIVE DRAINAGE INTO TEMPORARY RETENTION POND AS PER SWPPP AT ALL TIMES DURING CONSTRUCTION.
8. STOCKPILE ALL TOPSOIL FOR FUTURE USE TO STABILIZE NON-STRUCTURAL DISTURBED AREAS.
CUT VOLUME: 1,890 C.Y.
FILL VOLUME: 3,655 C.Y.
NET: 1,165 C.Y. (FILL)



EXP. DATE: 6/30/27

Shanks Enterprises
982 WOLF CR. DR.
SPRING CREEK, NEVADA 89815
775-834-8396
shanksent@gmail.com

DATE	BY	REVISION	DESCRIPTION
05/01/2025	MJS	01	ISSUE FOR SUBMITTAL
05/01/2025	MJS	02	REVISIONS FOR COMMENTS
05/01/2025	MJS	03	REVISIONS FOR COMMENTS
05/01/2025	MJS	04	REVISIONS FOR COMMENTS
05/01/2025	MJS	05	REVISIONS FOR COMMENTS
05/01/2025	MJS	06	REVISIONS FOR COMMENTS
05/01/2025	MJS	07	REVISIONS FOR COMMENTS
05/01/2025	MJS	08	REVISIONS FOR COMMENTS
05/01/2025	MJS	09	REVISIONS FOR COMMENTS
05/01/2025	MJS	10	REVISIONS FOR COMMENTS

LEGION CONSTRUCTION AND DEVELOPMENT, LLC
SPRING CREEK, NEVADA
2025.160
DATE: 05/01/2025
BY: MJS
CHECKED BY: MJS
APPROVED BY: MJS

JARBIDGE ESTATES
TOWN HOME SUBDIVISION
SITE CONSTRUCTION DRAWING
GRADING & DRAINAGE PLAN
C&I

SECTION TYPE		STATIONS	
	ALIGNMENT		
A	1	0+29	10+70
B	1	1+70	4+00
B	2	0+00	10+93
C	2	0+93	10+65
D	N FIFTH ST.	0+58	12+06




PREPARED FOR
LEGION CONS. AND DEVEL., LLC
427 WONG WAY
SPRING CREEK, NEVADA

DRAWING NO.
2002160

SCALE AS SHOWN

PROJECT No. 2002160

DRAWING NAME NTH TOWN HOME SBD



BY	DATE	PREPARED BY
MES	5/24/21	<h1>Shanks Enterprises</h1> <p>982 WOLF CR. DR. SPRING CREEK, NEVADA 89815 775-934-9356 shanksseng@gmail.com</p>
MES	6/7/21	
MES	5/24/21	<h1>Shanks Enterprises</h1> <p>982 WOLF CR. DR. SPRING CREEK, NEVADA 89815 775-934-9356 shanksseng@gmail.com</p>
MES	5/24/21	
MES	5/24/21	





Shanks Enterprises

880 WOLF CIRCLE
SPRING CREEK, NEVADA 89415
775-934-8395
shankseng@gmail.com

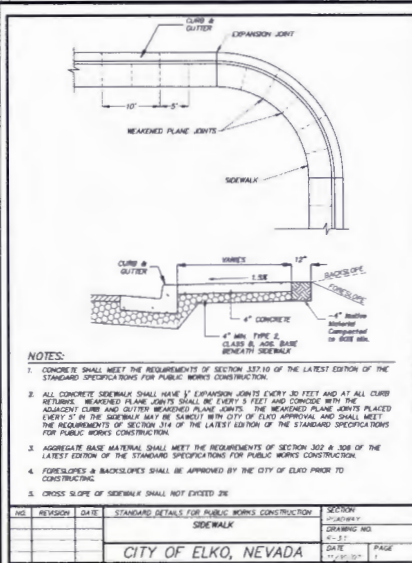
DATE	BY	REVISION	DESCRIPTION
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8/1/20	MS	2	NO CORRECTIONS ON THE SHEET
8/1/20	MS	3	PROCEED

3/20/2019

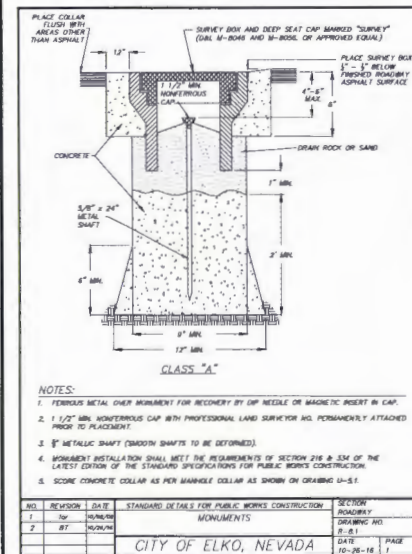
LEGION CONS. AND DEVEL., LLC 427 WONG WAY SPRING CREEK, NEVADA 2002160 N.E. 1/4 AS SHOWN ON MAPS, PLANS AND RECORDS
--

JARBIDGE ESTATES TOWN HOME SUBDIVISION SITE CONSTRUCTION DRAWINGS DETAILS - UTILITIES
--

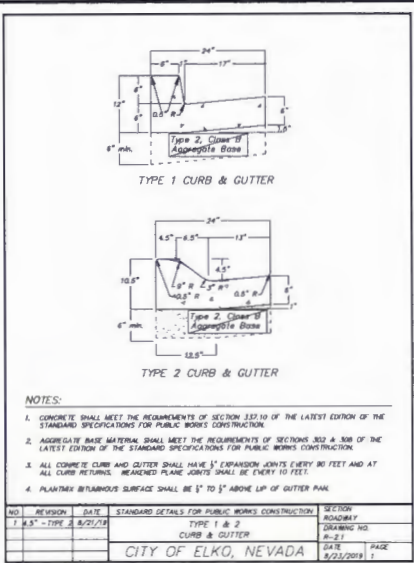
9/1/20



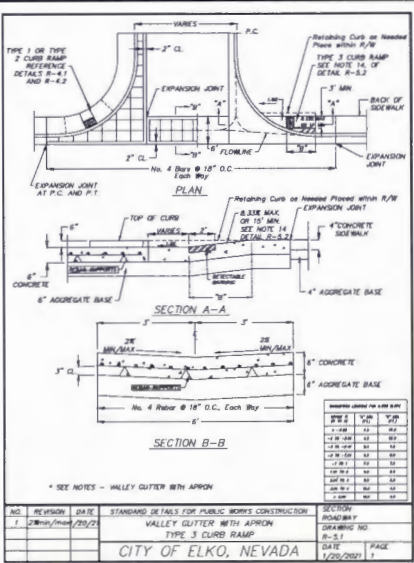
1 C.O.E. SIDEWALK DETAIL
C5.2 NTS



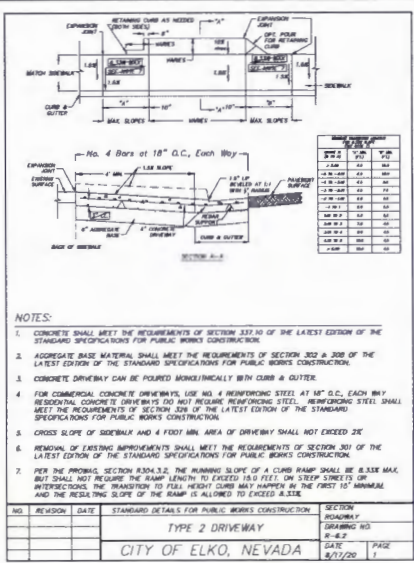
5 C.O.E. MONUMENTS
C5.2 NTS



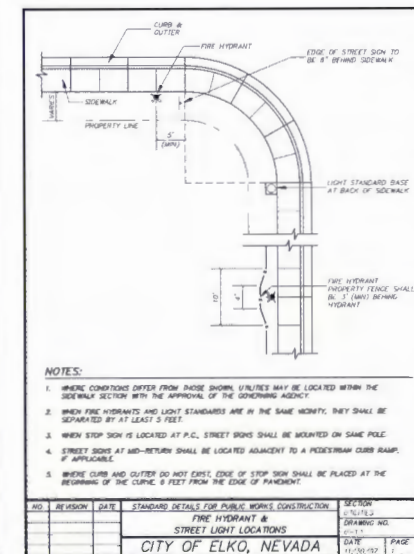
2 C.O.E. TYPE 1&2 CURB AND GUTTER
C5.2 NTS



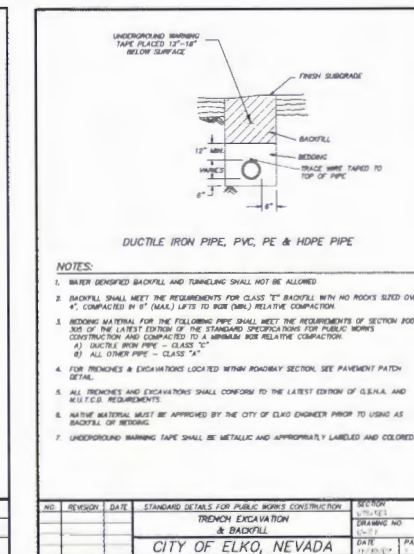
3 C.O.E. VALLEY GUTTER WITH APRON
C5.2 NTS



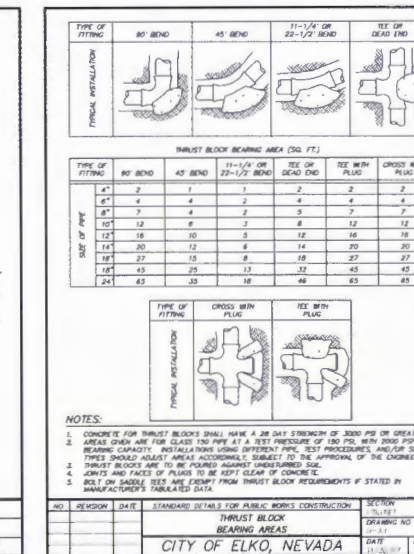
4 C.O.E. TYPE 2 DRIVEWAY
C5.2 NTS



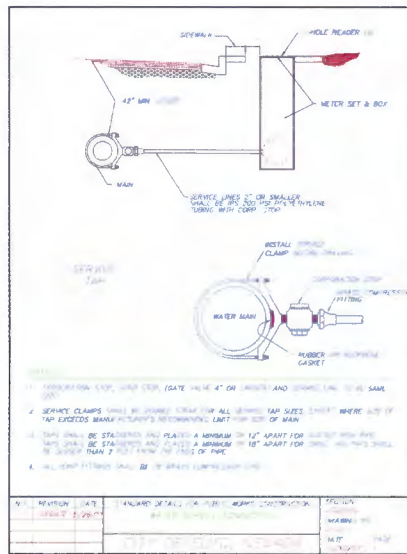
6 FIRE HYDRANT & STREET LIGHT LOCATIONS
C5.2 NTS



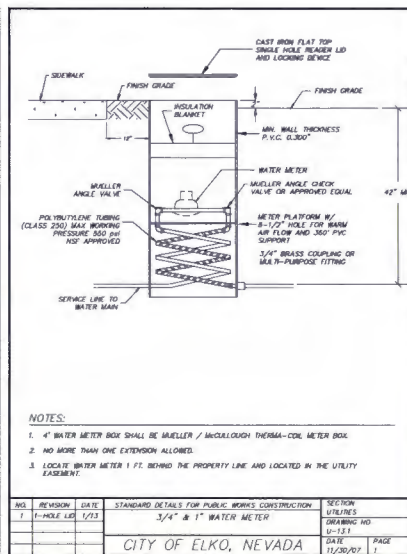
7 C.O.E. TRENCH EXCAVATION & BACKFILL
C5.2 NTS



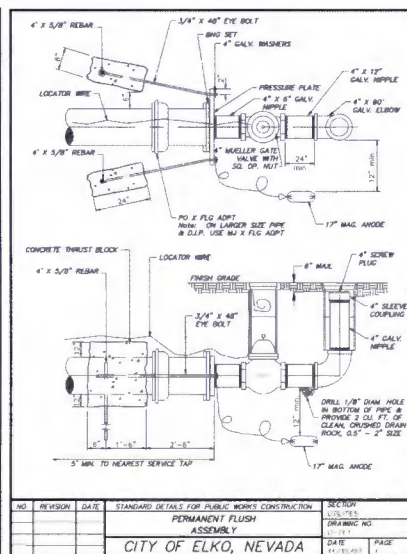
8 C.O.E. THRUST BLOCK BEARING AREAS
C5.2 NTS



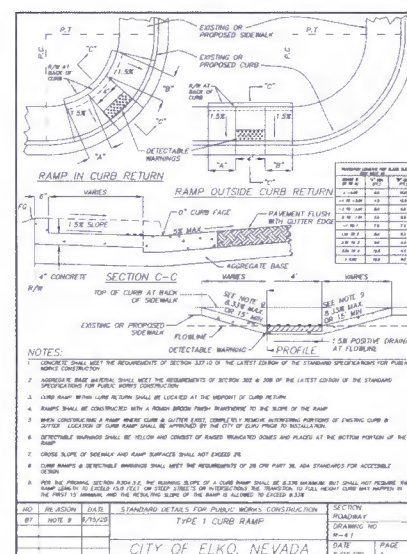
17 C.O.E. WATER SERVICE CONNECTION
C5.4 NTS



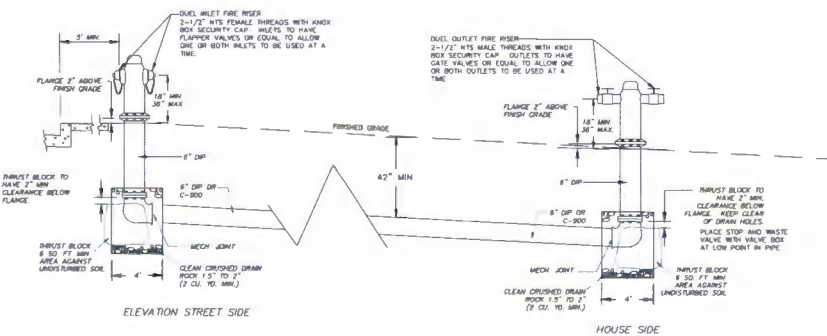
18 C.O.E. 3/4" & 1" WATER METER
C5.4 NTS SEWER LINE PARALLEL TO WATER



19 C.O.E. PERMANENT FLUSH ASSEMBLY
C5.4 NTS



20 C.O.E. TYPE 1 CURB RAMP
C5.4 NTS



21 C.O.E. FIRE RISER DETAIL
C5.4 NTS

EXP. 6/30/22

Stankis Enterprises

983 WOLF CREEK DR
SPRING CREEK, NEVADA 89815
775-594-9386
stankisenterprises@gmail.com

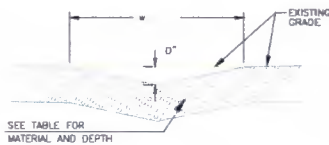
DATE: 11/25/2021
BY: MJS
CHECKED: MJS
DESIGNED: MJS
DRAWN: MJS
APPROVED: MJS

PREPARED FOR: JARRIDGE ESTATES
4220 LONG WAY
SPRING CREEK, NEVADA

PROJECT NO: 2002160
DATE: 6/15/2021
DRAWN: MJS
CHECKED: MJS
DESIGNED: MJS
APPROVED: MJS

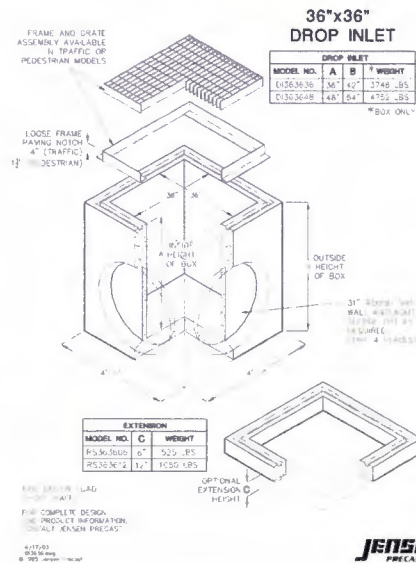
PROJECT: JARRIDGE ESTATES
TOWN HOME SUBDIVISION
SITE CONSTRUCTION DRAWINGS
DETAILS

DATE: 6/15/2021
DRAWN: MJS
CHECKED: MJS
DESIGNED: MJS
APPROVED: MJS

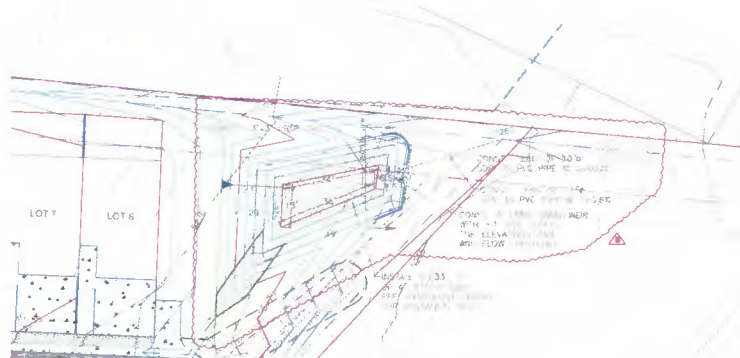


MATERIAL TABLE		
SLOPE OF SWALE	MATERIAL	THICKENS
0 TO 2%	NATIVE SOIL	N/A
2% TO 5%	TYPE 2 AGG. BASE	6"
5% TO 10%	3-6" RIP RAP W/ NON WOVEN GEOTEXTILE	9"
>10%	CONCRETE OR PCC LINED RIP-RAP	6"

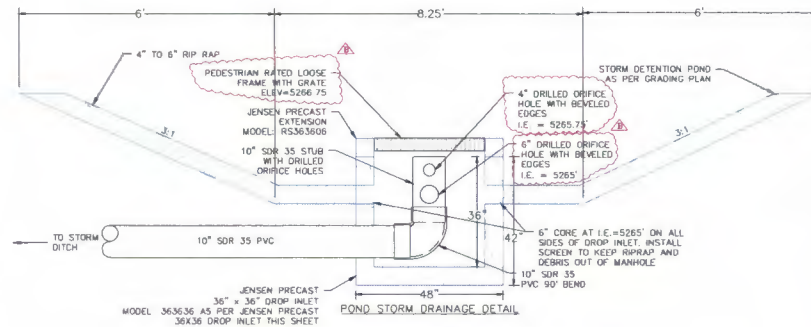
22 6" DRAINAGE DITCH
C5.5 NTS



23 JENSEN 36"x36" DROP INLET
C5.5 NTS



STORM POND AND STRUCTURE PLAN VIEW



STORM POND AND STRUCTURE SECTION VIEW

24 JENSEN 36"x36" DROP INLET
C5.5 NTS



Shanks Enterprises
880 WOLF CR. DR.
SPRING CREEK, NEVADA 89815
775-834-9356
shankseng@gmail.com

NO.	DESCRIPTION	DATE	BY	CHKD.	APP'D.
1	DESIGN FOR REVIEW	07/11	MES		
2	DESIGN FOR REVIEW	07/11	MES		
3	DESIGN FOR REVIEW	07/11	MES		
4	DESIGN FOR REVIEW	07/11	MES		
5	DESIGN FOR REVIEW	07/11	MES		
6	DESIGN FOR REVIEW	07/11	MES		
7	DESIGN FOR REVIEW	07/11	MES		
8	DESIGN FOR REVIEW	07/11	MES		
9	DESIGN FOR REVIEW	07/11	MES		
10	DESIGN FOR REVIEW	07/11	MES		

JARBIDGE ESTATES
TOWN HOME SUBDIVISION
427 WONG WAY
SPRING CREEK, NEVADA
DESIGNED BY: 0002180
PROJECT NO. 200180
DRAWN BY: JESSIE TOWN HOME 1802

JARBIDGE ESTATES
TOWN HOME SUBDIVISION
SITE CONSTRUCTION DRAWINGS
DETAILS
SHEET NO. C5.5

**Elko City Council
Agenda Action Sheet**

1. Title: **Review of existing Ruby View Golf Course Financial Advisory Committee By-Laws, including possible direction to Staff to propose revisions for future possible City Council approval, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 13, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Councilman Morris requested that the City Council review the existing by-laws in order to identify possible changes for future Council consideration. A copy of the bylaws has been included in the agenda packet for review. CC**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
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:

DRAFT COPY

CITY OF ELKO RUBY VIEW GOLF COURSE FINANCIAL ADVISORY COMMITTEE BY-LAWS

Article I Establishment & Purpose

- Section 1. The Ruby View Golf Course Financial Advisory Committee was established by action of the Elko City Council on February 25, 2003.
- Section 2. The purpose of Ruby View Golf Course Financial Committee is to serve in an advisory role and capacity in setting immediate priorities and long range plans for the financing of the operation, maintenance and capital improvements to the Ruby View Golf Course owned and operated by the City of Elko, Nevada.

Article II Membership, Appointments, Terms

- Section 1. The Committee shall consist of five (5) members. The members shall be appointed by the Elko City Council.
- Section 2. Minimum qualifications for appointment include:
- a. Interest and/or expertise in golf courses.
 - b. Interest and/or expertise in financial planning and budgets.
 - c. Ability to interact and work cooperatively with individuals, groups, community agencies and organizations.
 - d. Willingness to meet and conduct business under the State of Nevada Open Meeting Law and become familiar with the Attorney General's open meeting law manual.
- Section 3. Terms:
- a. The terms of each committee member shall be for *two (2) years*.
 - b. Vacancies occurring otherwise than through expiration of the term shall be filled for the duration of the unexpired term.
 - c. All terms shall expire on *December 31, 2004*.
 - d. All members shall be eligible for reappointment

Article III Offices, duties of officers, election of officers

- Section 1. The offices of the Committee shall consist of a Chair, and a Vice-Chair.
- Section 2. The duties of the officers of the Committee shall be as follows:

DRAFT COPY

- a. Chair. To preside over all meetings of the Ruby View Golf Course Financial Committee and to ensure that all actions of the ~~Committee~~ are properly taken. To sign official documents or correspondence of the Ruby View Golf Course Financial Committee. To assist City staff in the preparation of agendas. To represent the Ruby View Golf Course Financial Committee at meetings or other official functions.
- b. Vice-Chair. To assume all duties of the Chair in the absence of the Chair.

Section 3. The Committee shall elect officers for the ensuing calendar year at its **first meeting of the new calendar year.**

Article IV **Ethics**

Section 1. Conflict of Interest

- a. Members shall comply with State and City regulations related to conflict of interest.
- b. No Member shall participate in, take action, cast a vote, or lobby other Members in relation to any project or proposal before the Committee that relates to a property, business, or other venture in which the Member has a financial or vested interest.
- c. It shall be the policy of the Committee that the appearance of a conflict of interest is as prejudicial in nature for the credibility of the Ruby View Golf Course Financial Committee and the City as an actual conflict of interest. Members, on behalf of the good of the Committee and to maintain its public credibility, shall utilize discretion and judgment and should disclose the appearance of conflict.
- d. In the event of a pending matter for which a Member wishes to be disqualified, the policy of the Committee shall be for the Member to declare a possible conflict of interest prior to the opening of the public hearing or action item listed on the agenda and that he or she will be abstaining from participation (discussion and voting) on this matter. Further, upon such declaration of possible conflict, the Member may leave the meeting room until the matter has been decided.

Section 2 Discretion

- a. Members shall be discreet in the discussion and pending matters outside of the meeting forum. No commitments or prejudicial comments shall be made prior to a public hearing or action item listed on the agenda in advance of any official action.

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Article V Meetings, Quorum, Records, Attendance

Section 1. Meetings of the Committee shall be held at least once every quarter of a calendar year.

Section 2. Meetings may be called at any time by the Chair, or by a quorum of the Committee.

Section 3. All meetings of the Committee shall be open to the public and subject to the provisions of the Nevada Open Meeting Law.

Section 4. The attendance of three (3) voting members of the Committee shall constitute a quorum for the conduct of business at any meeting.

Section 5. All members of the Committee, including the Chair, shall vote on all motions or actions before the Committee, unless a member(s) has a conflict of interest, in which instance said member(s) shall abstain from voting. Any member shall have the right to make a motion except the Committee Chair.

Section 6. City staff shall work with Chairperson to properly prepare each meeting agenda and to keep a record of all proceedings of the Ruby View Golf Course Financial Committee.

Section 7. Members shall make a diligent effort to attend all meetings, arrive promptly, and be properly prepared to discuss the issues calendared for the meeting.

Section 8. **Any member who compiles more than four (4) consecutive unexcused absences from any meeting during a calendar year shall be considered to have resigned.**

Section 9. Approval for excused absences may be granted to any member by the Chairperson. Should an absence be excused by the Chairperson for reasons of illness, death in the family, or an emergency, this will be recorded as an excused absence and will not reflect on the attendance record.

Section 10. Should a Member miss a meeting for other reasons, the Member may find that this is an excused absence, and it will not reflect on the attendance record. This discretion of the Committee is based on the Member's overall attendance record.

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Article VI Adoption and Amendment

Section 1. These by-laws shall become effective upon adoption by a majority vote of the Committee.

Section 2. An amendment to these by-laws may be introduced and initiated by majority vote of the Committee at any regular meeting and shall be acted upon at the next regular meeting. An affirmative vote of 2/3 of the total Committee membership is required to adopt an amendment to the Committee by-laws.

Adopted this ____ day of *March*, 2003 by the following vote of the Ruby View Golf Course Financial Committee:

AYES: _____

NAYS: _____

ABSENT: _____

Signed: _____
Chairman

Attest:

Vice-Chairman

RUBY VIEW GOLF COURSE FINANCIAL ADVISORY COMMITTEE Mission Statement

To encourage, support and make short range and long range financial recommendations to the City Council for the continued high standard of operation and maintenance of the Ruby View Golf Course.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration and possible direction to Staff regarding the drafting of two (2) possible resolutions in support of various COVID related issues previously addressed by Lander County and the Elko County School District, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 13, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 MINUTES**
5. Background Information: **Recently, Lander County and the Elko County School District have taken formal positions regarding various COVID related issues, ranging from vaccine passports, vaccine status, mask mandates, and mandatory immunizations. Copies of Lander County Resolution 2021-12 and the ECSD Letter to Governor Sisolak have been included 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:
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:

DOC #: 298883

04/27/2021 03:20 PM Page: 1 of 5

OFFICIAL RECORD

Requested By:
LANDER COUNTY COMMISSIONERS

Lander County, NV
Lesley Bunch, Recorder

Fee: \$0.00 RPT: \$0.00
Recorded By: adelgado



RECORDING REQUESTED BY:

LANDER COUNTY COMMISSIONERS

50 STATE ROUTE 305

BATTLE MOUNTAIN, NV 89820

RESOLUTION NO. 2021-12

A RESOLUTION PROHIBITING THE LANDER COUNTY COMMISSION OR ANY LANDER COUNTY BOARD, AGENCY, DEPARTMENT, POLITICAL SUBDIVISION AGENT OR ASSIGNS FROM PRODUCING AND/OR ISSUING A COVID-19 "VACCINE PASSPORT" OR REQUIRING ONE FOR ANY PURPOSE OR FROM PROVIDING INFORMATION OF AN INDIVIDUAL'S COVID-19 VACCINE STATUS TO ANYONE OR TO ANY ENTITY FOR INCLUSION IN A COVID-19 "VACCINE PASSPORT" PROGRAM.

APPROVED: April 22, 2021

Commission Meeting: April 22, 2021

Item #8

This page added to provide information required by NRS 111.312, sections 1-2

This cover page must be typed or printed

RESOLUTION NO. 2021-12

of the Board of Lander County Commissioners

SUMMARY: A RESOLUTION PROHIBITING THE LANDER COUNTY COMMISSION OR ANY LANDER COUNTY BOARD, AGENCY, DEPARTMENT, POLITICAL SUBDIVISION AGENT OR ASSIGNS FROM PRODUCING AND/OR ISSUING A COVID-19 "VACCINE PASSPORT" OR REQUIRING ONE FOR ANY PURPOSE OR FROM PROVIDING INFORMATION OF AN INDIVIDUAL'S COVID-19 VACCINE STATUS TO ANYONE OR TO ANY ENTITY FOR INCLUSION IN A COVID-19 "VACCINE PASSPORT" PROGRAM.

WHEREAS, an individual's COVID-19 vaccination status and records are protected health information which should not be shared by mandate; and

WHEREAS, COVID-19 "vaccine passports" reduce individual freedom and will harm patient privacy; and

WHEREAS, no government or business entity should compel disclosure of protected health information by mandating a "vaccine passport" for COVID-19 or by otherwise conditioning receipt of services on an individual's COVID-19 vaccination status; and

WHEREAS, requiring COVID-19 "vaccine passports" for taking part in everyday life - such as for employment, attending school, or a sporting event, patronizing a restaurant, or going to a movie theater - would create two classes of citizens based on vaccination; and

WHEREAS, Jim Crow laws and regulations institutionalized segregation, discrimination and economic, educational, and social disadvantages for African Americans; and

WHEREAS, Jim Crow laws were upheld in 1896 in the case of *Plessy vs. Ferguson*, in which the U.S. Supreme Court laid out its "separate but equal" legal doctrine for facilities that segregated and discriminated against African Americans; and

WHEREAS, in 1954, the U.S. Supreme Court declared segregation of public schools unconstitutional in the landmark case *Brown v. Board of Education*. Generally, the remaining Jim Crow laws were overruled by the Civil Rights Act of 1964 and the Voting Rights Act of 1965; and

WHEREAS, COVID-19 "vaccine passports" and segregation and discrimination based on an individual's COVID-19 vaccination status create the conditions of a new Jim Crow 2.0; and

WHEREAS, the crimes of World War II led to the establishment of the Nuremberg Code, which lays out requirements for medical experimentation on human subjects. The most important provision of the code being, **voluntary consent of the human subject is absolutely essential** (<https://history.nih.gov/display/history/Nuremberg+Code>); and

WHEREAS, the right to bodily integrity and self-ownership of one's body is globally recognized as inalienable and protected human rights. To preserve bodily integrity, all medical

interventions, including vaccination, must be made with full informed consent and without conditions of coercion, including the restriction of free movement through and participation in normal society; and

WHEREAS, Nevada law does not require Nevadans receive a COVID-19 vaccine and it is a personal choice and where some Nevadans because of their age, medical condition, religious or philosophical objection are unable to receive a vaccine; and

WHEREAS, the U.S. Food and Drug Administration (FDA) has granted Emergency Use Authorization (EUA) for COVID-19 vaccines that are not yet FDA licensed, pursuant to the Project BioShield Act of 2004, 21 U.S.C. (&) 360bbb-3; and

WHEREAS, that federal statute expressly recognizes that each individual has "the option to accept or refuse administration of the product" under an Emergency Use Authorization (EUA), 21 U.S.C. 360bbb-3(e)(1)(A)(ii)(III); and

WHEREAS, the U.S. Supreme Court ruled vaccines "unavoidably unsafe" in *Bruesewitz v. Wyeth LLC* (2011); and

WHEREAS, all COVID-19 vaccine manufacturers, and the entire chain from production distribution to administration, have been granted immunity from liability for adverse events; and

WHEREAS, COVID-19 vaccines use new platform technology, such as mRNA and nanotechnology, making them both innately experimental and significantly divergent from any previous vaccines which necessitates extensive gold standard safety studies, which have not yet begun; and

WHEREAS, COVID 19 "vaccine passports" are being developed primarily as digital vaccination records which are inherently vulnerable to privacy breaches, manipulation and integration into a digital tracking system - like blockchain - that enrolls the participant, with or without consent into a "do to do" system for one's participation in society. A "do to do" system dictates that one must "do" something (such as receive a COVID-19 vaccine) in order to be able to "do" another thing (such as have a job or access to food in a grocery store) and is the next generation of a "show me your papers" totalitarian technocratic regime; and

WHEREAS, Nevada Governor Sisolak is championing "Innovation Zones" which would establish a new political subdivision of autonomous self-governing blockchain-powered "smart cities" functioning outside of county ordinances. "Innovation Zones" are focused on the development of advanced technologies such as blockchain, Internet of Things (IoT), artificial intelligence, robotics, biometrics and renewables and will use digital blockchain technology to fully integrate the "smart city" operating systems and the residents' personal information including health, finance, education, utilities, judicial, and social media thereby creating a complete digital control system; and

WHEREAS, it is discriminatory, coercive and a violation of inalienable human and civil rights for either the government or the private sector to require that an individual show proof of vaccination to participate in normal society; and

WHEREAS, some states are exploring the creation of COVID-19 "vaccine passports" and New York is promoting a software program that will facilitate the exclusion of Americans who have not received a COVID-19 vaccine from receiving services and fully participating in public life; and

WHEREAS, the board has serious concerns that implementing COVID-19 "vaccine passports" will violate Lander County residents' medical privacy rights, prejudice those who have not been vaccinated, and cause division among our populace; and

WHEREAS, it is contrary to the core values and principles of this board, of the U.S. Constitution, the Bill of Rights and the global body of human rights doctrines to mandate the COVID-19 vaccine or issue COVID-19 "vaccine passports" and

WHEREAS, it is necessary to prohibit discrimination against individuals who have not been vaccinated against COVID-19; and

WHEREAS, it is necessary to protect the fundamental rights and privacies of Lander County residents and the free flow of commerce within the county.

NOW THEREFORE, BE IT RESOLVED, that the Lander County Board of Commissioners, do hereby proclaim and declare as follows:

1. No Lander County commission, board, agency, department, political subdivision, agent or assigns, shall:
 - a. Require as condition for accessing state services or facilities that an individual produce proof that he or she has received a Covid-19 vaccine;
 - b. Produce and issue a COVID-19 "vaccine passport" for the purpose of certifying that an individual has received a COVID-19 vaccine; or
 - c. Provide information of an individual's COVID-19 vaccine status to any person, company, or government entity for inclusion in a COVID-19 "vaccine passport" program.
2. Businesses in Lander County are prohibited from requiring patrons or customers to provide any documentation certifying COVID-19 vaccination or post-transmission recovery to gain access to, entry upon, or service from the business.
3. Public and private business entities are prohibited from basing employment on requiring proof of COVID-19 vaccination status or making employment decisions based on such vaccination status.
4. All county agencies shall work to ensure businesses comply with this order.
5. All businesses must comply with this order to be eligible for grants or contracts funded through county revenues.
6. The Lander County Board of Health shall engage with other counties in Nevada to convene an ad hoc working group for the purpose of promulgating a statement of the ethical and legal

considerations around the use of 1.) new platform technology being used in vaccines, such as mRNA and nanotechnology, and 2.) digital ledger and tracking systems.

7. This Resolution does not , and shall not be construed to, prohibit, restrict, or otherwise limit the right of an individual to access his or her own personal health information under state or federal law.

PASSED AND ADOPTED this 22nd day of April, 2021.

THOSE VOTING AYE: Commissioner: Kathleen V. Ancho

Commissioner: Bryan Sparks

Commissioner: Art CLark III

Commissioner: Patsy Waits

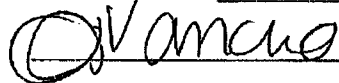
Commissioner: Wallace "JR" Thomas

THOSE VOTING NAY: Commissioner: None

Commissioner:

THOSE ABSENT: Commissioner: None

Commissioner:



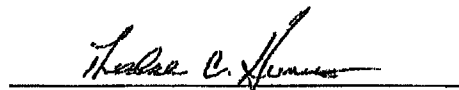
Kathleen V. Ancho, Chair

Lander County Board of Commissioners

ATTEST:

APPROVED AS TO FORM AND
LEGALITY,





SADIE SULLIVAN, County Clerk and Ex-Officio
Clerk of the Board of Commissioners of
Lander County, Nevada

THEODORE C. HERRERA
Lander County District Attorney

June __, 2021

The Honorable Steve Sisolak
Governor of Nevada
101 North Carson Street
Carson City, NV 89701

RE: Covid Mitigation Efforts in the Elko County School District

Dear Governor Sisolak:

We, the Board of Trustees of the Elko County School District, are writing to share concerns of the board, parents, educators, students, and community members. Although we appreciate your efforts to keep all Nevadans safe during the Covid pandemic, we have serious reservations about what the future might bring.

We spent the last school year managing a district of nearly 10,000 students during a pandemic. Needless to say, we learned a lot of lessons along the way. The most important lesson learned is that children, having been blessed with amazing immune systems, are extremely resilient. The board recognizes this resilience and the importance of parental/ guardian choice in regard to the welfare of their children. Indeed, this is a basic Constitutional right protected by the 14th Amendment.

Our concerns are as follows:

1. Potential extension of the mask mandate;
2. The possibility of mandatory Covid immunization; and
3. Potential restrictions on participation in school activities based on immunization.

These issues are weighing heavily on the Board and our communities. We would like to receive some assurances from your office addressing each of these concerns.

For the academic success, athletic excellence, and mental well-being of our students, it is respectfully requested that mask mandates and any mandatory Covid vaccination not be required in subsequent school years. In addition, student participation in activities should not be restricted based on Covid immunization. The wearing of a face covering and Covid vaccination should be an optional medical decision left up to parents/ guardians and their children. Each community, based on local factors, should determine the necessity of mitigation efforts.

Of equal, if not greater, importance are the current and potential directives, mandates, and policies of our state regarding Covid vaccinations. NRS 392.435(1) contains a list of immunizations required for school enrollment. Although this statute was not amended by the recently concluded 81st Legislative Session, there is

growing concern that the Covid vaccine could be added by regulation or emergency directive prior to the start of school in the fall. This seems like a real possibility given the statute's catch-all language regarding, "Such other diseases as the local board of health or the State Board of Health may determine."

As you are no doubt aware, the Covid vaccine has been designated by the FDA as Emergency Use Authorization (EUA). Until full licensure and approval has been obtained, no vaccine should be forced upon the population, least of all upon our children. Even without the EUA designation, the decision of whether or not to inject a child should be made solely by a parent or guardian. Under no circumstances should the right to a public education, guaranteed by the Nevada Constitution, be made conditional upon receipt of any vaccine.

The Elko County School District Board of Trustees, with support from our local communities, requests mask mandates and any mandatory Covid vaccination not be required in ensuing school years; and furthermore, any mitigation efforts be left to local control. Thank you for your time and prompt attention to these important topics.

Sincerely,

ELKO COUNTY SCHOOL DISTRICT BOARD OF TRUSTEES

JIM COONEY, President

TERESA DASTRUP, Clerk

ROBERT LEONHARDT, Trustee

IRA WINES, Trustee

CANDACE WINES, Trustee

BRIAN ZEISZLER, Trustee

LUC GERBER, Trustee

**Elko City Council
Agenda Action Sheet**

1. Title: **Ratification of Staff's action to sign three (3) Coronavirus Local Fiscal Relief Fund documents, including: 1) the State of Nevada Allocation Notice and Certification; 2) Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions; and 3) Assurances of Compliance with Civil Rights Requirements, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 13, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **As a result of the American Rescue Plan Act (ARPA), the City of Elko was recently notified by the State of Nevada of our Maximum Total Allocation of \$27,476.865.36. The City of Elko has been designated as one of Nevada's 13 "non-entitlement units of local government" (typically local governments serving populations of 50,000 or less) that will receive its ARPA Local Fiscal Recovery Fund disbursement through a payment from the State of Nevada. Due to a July 9, 2021 deadline, Staff signed the above referenced documents and included them in the agenda packet for review. Staff is requesting that the City Council ratify the action. 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:

Coronavirus Local Fiscal Relief Fund – State of Nevada

Allocation Notice and Certification for NEU

Allocation & Requirements

Maximum Total Allocation: \$27,476,865.36
Max. 1st Payment (50%): \$13,738,432.68
Request for Payment: The City of Elko elects to:
(select one):

☒ Request CLFRF payment

(If selected, complete entire form)

☐ Decline CLFRF payment

(If selected, skip to certification section. Be advised this action is considered a cancellation of the award on the part of the NEU. The authorized representative will be required to complete a Treasury form as coordinated by the State of Nevada, which will remove legal obligation for accounting and reporting to the Treasury)

Reference Budget Type: The City of Elko is providing the following document as its Reference Budget: *(select one)*

☒ The City's total annual budget, including both operating and capital expenditure budgets, in effect as of Jan. 27, 2020

☐ The City's most recent annual total expenditures as of Jan. 27, 2020 *(only if City does not adopt formal budget)*

Treasury Documents: The City of Elko confirms it is providing the following **required** documents: *(select all that apply)*

☒ Signed NEU Award Terms and Conditions Agreement

☒ Signed NEU Title VI Assurances document

(Section to be completed by GFO upon review of Reference Budget)

Reference Budget Amount:

75% Cap Amount:

Reference Budget Exceed Cap? (Y/N):

Final Total Allocation (1st & 2nd Tranches):

Initial 1st Tranche Payment (50% of Total):

(Section to be completed by GFO)

Allocation Approval Date:

Payment Information:

BA 1327 | Cat 15 | GL 8521

Principal Sub-Recipient Administrative Contact

Organization *(complete all highlighted fields below)*

NEU Name: The City of Elko

NEU Recipient Number *(Assigned by GFO):* NV7000

Vendor #: T40267000

(State of Nevada Vendor Number associated with the bank account you wish funds to transfer to)

DUNS #: 081833311

EIN/Taxpayer ID #: 88-6000190

Street Address: 1751 College Avenue

City, State, ZIP: Elko, NV 89801

Administrative Contact

Name: Jan Baum

Title: Financial Services Director

Department: City Manager Finance

Phone Number: 775-777-7140

Email: jbaum@elkocitynv.gov

Authorized Representative/Official

Name: Curtis Calder

Title: City Manager

Phone Number: 775-777-7111

Email: ccalder@elkocitynv.gov

Principal State of Nevada Administrative Contact

Name: State of Nevada, Governor's Finance Office

Street Address: 209 E. Musser, Room 200

City, State, ZIP: Carson City, NV, 89701

Telephone: 775-684-0222

Email: covid19@finance.nv.gov

Fed. Awarding Agency: U.S. Department of the Treasury

FAIN: The US Department of Treasury did not provide a notice of award to the State of Nevada, thus a Federal Award Identification Number (FAIN) is unknown

Federal Allocation Date: 6/16/21

Total CLFRF Fed. Allocation to State: \$75,369,262.00

CFDA #: 21.027 - Coronavirus Local Fiscal Recovery Funds (CLFRF)

Period of Performance: recipients of CLFRF awards may use funds to cover eligible costs that your organization incurred during the period that begins on March 3, 2021 and ends on December 31, 2024, as long as the award funds for the obligations incurred by December 31, 2024 are expended by December 31, 2026. Costs for projects incurred by the recipient prior to March 3, 2021 are not eligible, as provided for in Treasury's Interim Final Rule.

Treasury Requirements

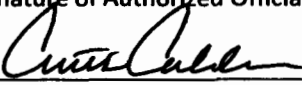
As required by the U.S. Department of the Treasury, the State of Nevada Governor's Finance Office (GFO) hereby informs The City of Elko of the following information related to the CLFRF payment:

1. To initiate payment the State of Nevada is required to collect information included in this document as well as the following:
 - a. Reference Budget: the City's total annual budget, including both operating and capital expenditure budgets in effect as of January 27, 2020 (multi-year budgets without year-by-year breakouts should report a straight annualized average) or in exceptional cases in which the NEU does not adopt a formal budget, a City's top-line expenditure total
 - b. *NEU Award Terms and Conditions* agreement: Treasury document to be signed (leave Treasury signature line blank)
 - c. *NEU Title VI Assurance* (compliance with Title VI of the Civil Rights Act of 1964): Treasury document to be signed
2. An NEU only needs to request funding once for the entire sum of payment, including both its First and Second Tranches.
3. The State of Nevada must confirm the NEU is not excluded or disqualified in compliance with 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
4. The City of Elko must retain a copy of its award agreements for upload with the NEU's first report to Treasury due October 31, 2021.
5. All eligible recipients, including NEUs, are required to have an active registration with [SAM.gov](https://sam.gov). NEUs who have not previously registered may do so after receipt of the award, but before the submission of mandatory reporting.
6. The State of Nevada has assigned the City of **Elko** a unique "NEU Recipient Number": **NV7000**. The City is advised to retain this NEU Recipient Number as an identifying number for the lifecycle of the program, including for reporting purposes.
7. Section 603(b)(2)(C)(iii) of the Act and the Interim Final Rule (IFR) provide that each NEU's total award (i.e., the total of distributions under both the First and Second Tranche) is capped at 75 percent of its total annual budget, including both operating and capital expenditure budgets, in effect as of January 27, 2020 ("Reference Budget").
 - a. The State of Nevada is required to compare the City's "Maximum Total Allocation" (across distribution under both the First and Second Tranches) against the NEU's Reference Budget.
 - b. If an NEU's total allocation is found to be more than 75 percent of the NEU's reference budget, the State must return the amount of the allocation in excess of the NEU's reference budget to Treasury.
8. If a State receives notification from an NEU that it would like to decline its funding allocation and transfer funds to the State under Section 603(c)(4) of the Act, Treasury will consider this action as a cancellation of the award on the part of the eligible NEU and a modification of the award to the State. An NEU that is non-responsive for its First Tranche payment is not eligible for a Second Tranche payment. A State is not required to transfer the amount of the payment to the NEU just for the NEU to transfer it back to the State. If declining funding, an NEU must provide a signed "standard" Treasury notice to the State, which will be transmitted to Treasury during reporting. If the NEU does not provide such notice, it will remain legally obligated under the award with respect to accounting for the uses of the funds and the reporting on such uses.
9. ARPA provides that States must make an initial distribution of funds to NEUs no later than 30 days after receiving a payment from Treasury for purpose of distribution to NEUs unless the State requests and receives an extension. Under the IFR, States may not impose additional conditions or requirements on distributions to NEUs, beyond those permitted by ARPA, the IFR, and Treasury's guidance. States are also not permitted to offset any debt owed by the NEU against the NEU's distribution. Further, States may not provide funding to NEUs on a reimbursement basis. Treasury is granting States with flexibility to provide further guidance to NEUs regarding the 75% budget cap, consistent with Treasury's updated framework and the State's applicable practices, as long as they are uniform and adopted across all State NEUs.
10. The State of Nevada is required to provide guidance to NEUs on their reporting requirements to Treasury (October 2021). As prime recipients of a Federal award, NEUs are required to report to Treasury on the use of funds and should reference the Compliance and Reporting document on the Treasury website. The City of Elko's first report is due to Treasury by October 31, 2021. In addition to other reporting requirements, NEUs will be asked to provide:
 - a. NEU Recipient Number (**Elko: NV7000**)
 - b. Copy of signed *NEU Award Terms and Conditions* agreement
 - c. Copy of signed *NEU Title VI Assurance* (compliance with Title VI of the Civil Rights Act of 1964)
 - d. Copy of actual budget documents validating the top-line budget total (also provided to the State for funding request)
11. The State of Nevada is required to direct NEUs to section 603 of the Act (the IFR, and the Guidance on Distribution of Funds to Non-entitlement Units of Local Government, along with documents on the Treasury website, which include fact sheets and regularly updated FAQs.
12. The State of Nevada may be asked to facilitate Treasury's communications with NEUs, particularly distributing information on NEUs' use of funds and reporting requirements.

Certification

Initial

CC	1. On behalf of the City of Elko, I acknowledge and agree to the above listed Treasury Requirements.
	2. On behalf of the City of Elko, I acknowledge and understand the following administrative provisions apply to Fund payment: a. PRINCIPAL CONTACTS: Individuals listed in the "Administrative Contact" section of the <i>Allocation Notice and Certification for NEUs</i> are authorized to act in their respective areas for matters related to the transfer and administration of this fund payment. b. PRINCIPAL CONTACTS: The individual listed in the "Authorized Representative/Official" meets the definition as set forth in Treasury Guidance: and is "an individual with legal authority to bind the government entity (e.g., the Chief Executive Officer of the government entity). An Authorized Representative must sign the Acceptance of Award terms for it to be valid."
CC	3. On behalf of the City of Elko, I acknowledge and understand that the "Reference Budget" submitted to the State of Nevada may be verified against a copy of the appropriate budget documents submitted to the U.S. Department of the Treasury as part of the City's first quarterly report (October 2021).
CC	4. On behalf of the City of Elko, I certify to the best of my knowledge and belief that the "Reference Budget" submitted as part of the Treasury requirements for CLFRF payment meets the Treasury's definitions of "an NEU's total annual budget, including both operating and capital expenditure budgets, in effect as of January 27, 2020. For multi-year budgets without year-by-year breakouts, NEUs should report a straight annualized average of the multi-year budget" or "most recent annual total expenditures as of January 27, 2020". If the City of Elko is submitting its most recent annual total expenditures as of January 27, 2020 in lieu of the NEU's budget total, I certify this is because the City does <u>not</u> adopt a formal budget.
CC	5. On behalf of the City of Elko, I certify to the best of my knowledge and belief the information provided as the "Reference Budget" is true, complete, and accurate and the information is provided for the purposes and intent set forth in the Treasury's <u>Interim Final Rule</u> related to the Coronavirus State and Local Fiscal Relief Funds. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise (U.S. Code, Title 18, Section 1001 and Title 31, Sections 3729-3733 and 3801-3812).

City of Elko	
[Signature of Authorized Official] >	
[Name of Authorized Official]	Curtis Calder
[Title of Authorized Official]	City Manager
[Local Government Name]	City of Elko
[Date]	7/8/2021

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide] City of Elko 1751 College Ave. Elko, NV 89801	DUNS Number: [Recipient to provide] 081833311 Taxpayer Identification Number: [Recipient to provide] 88-6000190 Assistance Listing Number: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:



Authorized Representative:

Title: City Manager

Date signed: 7/8/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Elko

Recipient

7/8/2021

Date



Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible adoption of Resolution No. 17-21, a resolution of the Elko City Council finding that it is in the best interest of the City of Elko to sell a 15.37-acre parcel, APN 001-01A-024, to the United States of America pursuant to NRS 268.061(1)(e)(2), restricted to the public purpose of a Veterans Cemetery, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 13, 2021**
3. Agenda Category: **RESOLUTION**
4. Time Required: **10 Minutes**
5. Background Information: **On January 14, 2020, City Council approved an access agreement between the City of Elko and United States of America, by and through the U.S. Department of Veterans Affairs to provide access for a due diligence process in anticipation of the United States purchasing the property for use as a Veterans Cemetery. That process included obtaining an appraisal, which has since been received and is pending City Council acceptance under the Public Hearings portion of this meeting. The adoption of Resolution 17-21, which restricts the use of the property to public use as a Veterans Cemetery and which finds that the sale will be in the best interest of the City, is required if the City wishes to dispose of the property without complying with the requirements of NRS 268.059, 268.061 and 268.062. CL**
6. Budget Information:

Appropriation Required: **NA**
Budget amount available: **NA**
Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Appraisal and Resolution**
9. Recommended Motion: **Adopt Resolution No. 17-21**
10. Prepared by: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **City Attorney**
12. Council Action:
13. Agenda Distribution: **Shahidat A. Abbas**
Shahidat.Abbas@va.gov

Maina Gakure
gakure@gmail.com

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

**CITY OF ELKO
RESOLUTION NO. 17-21**

**A RESOLUTION OF THE ELKO CITY COUNCIL FINDING THAT IT IS IN
THE BEST INTEREST OF THE CITY TO SELL A ±15.37 ACRE PARCEL,
REFERRED AS APN 001-01A-024, TO THE UNITED STATES OF
AMERICA, FOR AND ON BEHALF OF THE DEPARTMENT OF
VETERANS AFFAIRS FOR THE PURPOSE OF A VETERANS CEMETERY**

WHEREAS, the City of Elko owns certain real property commonly known as APN 001-01A-024, more particularly described at Exhibit A and shown on the map attached at Exhibit B (hereinafter the "Property"); and

WHEREAS, the Property is a vacant ±15.37 acre parcel which is zoned Public, Quasi-Public; and

WHEREAS, the City Council has accepted an appraisal of the Property determining its fair market value to be \$900,000.00; and

WHEREAS, The United States of America, for and on behalf of The Department of Veterans Affairs, petitioned City Council to purchase the Property pursuant to the exception set forth in NRS 268.061(1)(e)(2); and

WHEREAS, NRS 268.061(1)(e)(2) provides that the City Council may sell any real property owned by the City without complying with the provisions of NRS 268.059, 268.061 and 268.062 to another governmental entity if the sale restricts the use of the real property to a public use and if the City Council adopts a resolution finding that the sale will be in the best interest of the City; and

WHEREAS, pursuant to the foregoing exception, the City is not required to hold a public auction in connection with the sale;

WHEREAS, there is currently no Veterans Cemetery in the City of Elko; and

WHEREAS, the City Council believes it is in the best interest of the City to sell the Property to The United States of America, for and on behalf of The Department of Veterans Affairs for the purpose of a Veterans Cemetery within the City of Elko, which in turn will enhance the community and provide a sacred space to honor and remember the veterans who are interred or memorialized there;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Elko, Nevada:

Section 1. That the City of Elko has obtained an appraisal for the Property, and has accepted the appraised value of \$900,000 as the fair market value.

Section 2. That, in accordance with NRS 268.061(1)(e)(2)(II), the City Council finds that it is in the best interest of the City to sell the Property to the United States of America, for and on behalf of the Department of Veterans Affairs for the price of \$900,000.00, subject to the requirements of this Resolution; provided, the aforementioned sale shall be contingent upon the execution of a purchase and sale agreement containing appropriate restrictions limiting the use of the property to the purposes stated in this Resolution and requiring the United States to complete construction of the Veterans Cemetery within five (5) years from the date of this Resolution; further provided, that the deed conveying the Property to The United States of America, for and on behalf of The Department of Veterans Affairs shall contain a restriction substantially as follows:

In the event the Property shall cease to be used for a public use by the Grantee, the Property shall thereupon automatically revert to and thereafter become a fee simple real estate owned by the Grantor. The Grantor and Grantee acknowledge and agree that the Grantee's development, construction, operation, and maintenance of a Veterans Cemetery on the premises, in accordance with Grantee's National Cemetery Administration's governing regulations and policies, constitutes a public use within the meaning of Nevada Revised Statutes (NRS) 268.061(1)(e)(2). In the event of a reversion, upon the request of the Grantor, the Grantee will provide a grant, bargain and sale deed to the Property in form and substance acceptable to the Grantor evidencing the reconveyance of the Property, and the Grantor will refund the monetary consideration received from the Grantee.

Section 3. That the officers of the City of Elko be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 4. That all resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed.

Section 5. That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

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

PASSED AND ADOPTED this ____ day of _____, 2021.

CITY OF ELKO

REECE KEENER, MAYOR

ATTEST:

KELLY WOOLDRIDGE, CITY CLERK

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

EXHIBIT A

LEGAL DESCRIPTION

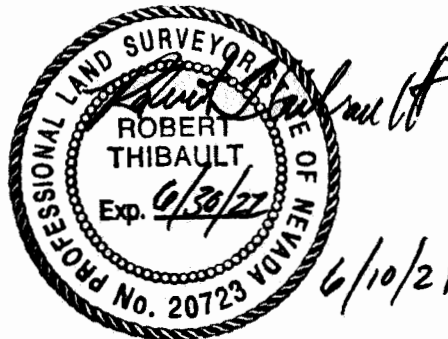
A parcel of land shown as Parcel B on the Parcel Map for City of Elko, Nevada, recorded in the office of the Elko County Recorder as file no. 775992, on October 26, 2020.

Said Parcel B contains 15.37± acres.

Description prepared by:

Robert Thibault, PE, PLS

Civil Engineer for the City of Elko





**Elko City Council
Agenda Action Sheet**

1. Title: **Public hearing to determine the fair market value of approximately 15.37 acres of City-owned property located generally southeast of the intersection of Jennings Way and Rocky Road, APN 001-01A-024, in anticipation of a possible sale of the property to the United States of America, for and on behalf of the Department of Veterans Affairs, for public use as a Veterans Cemetery, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 13, 2021**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **The City Council, at its January 14, 2020 meeting, approved an access agreement between the City of Elko and United States of America, by and through the U.S. Department of Veterans Affairs for a due diligence process in anticipation of the United States purchasing the property for public use as a Veterans Cemetery. That process included obtaining an appraisal to determine the fair market value of the property. The appraisal, prepared by Valbridge Property Advisors, has since been received; according to the appraisal, the fair market value of the property is \$900,000.00. CL**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Appraisal and Resolution**
9. Recommended Motion: **Accept the fair market value as determined by the appraisal and adopt Resolution No. 16-21**
10. Prepared by: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **City Attorney**
12. Council Action:
13. Agenda Distribution: **Shahidat A. Abbas**
 Shahidat.Abbas@va.gov

 Maina Gakure
 gakure@gmail.com

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

**CITY OF ELKO
RESOLUTION NO. 16-21**

**A RESOLUTION OF THE ELKO CITY COUNCIL ACCEPTING THE APPRAISED
VALUE AS THE FAIR MARKET VALUE OF APN 001-01A-024**

WHEREAS, the City Council will consider the possible sale of approximately 15.37 acres of City-owned property located generally southeast of the intersection of Rocky Road and Jennings Way, referred to as APN 001-01A-024, located in the City of Elko, Elko County, Nevada (hereinafter the "Property") pursuant to the governmental entity exception at NRS 268.061(1)(e)(2); and

WHEREAS, the legal description of the Property is set forth at Exhibit A and a map of the Property is contained at Exhibit B, attached hereto; and

WHEREAS, the City has obtained one appraisal of the Property by Valbridge Property Advisors, which has determined that the Property has a fair market value of \$900,000.00 as of July 2, 2020; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Elko, Nevada:

Section 1. That the City Council hereby accepts the appraised value of the Property in the amount of \$900,000.00 as the fair market value.

Section 2. That the officers of the City of Elko be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 3. That all resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed.

Section 4. That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

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

PASSED AND ADOPTED this ____ day of _____, 2021.

CITY OF ELKO

REECE KEENER, MAYOR

ATTEST:

KELLY WOOLDRIDGE, CITY CLERK

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land shown as Parcel B on the Parcel Map for City of Elko, Nevada, recorded in the office of the Elko County Recorder as file no. 775992, on October 26, 2020.

Said Parcel B contains 15.37± acres.

Description prepared by:

Robert Thibault, PE, PLS

Civil Engineer for the City of Elko

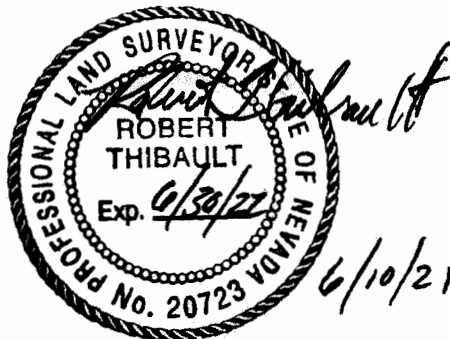
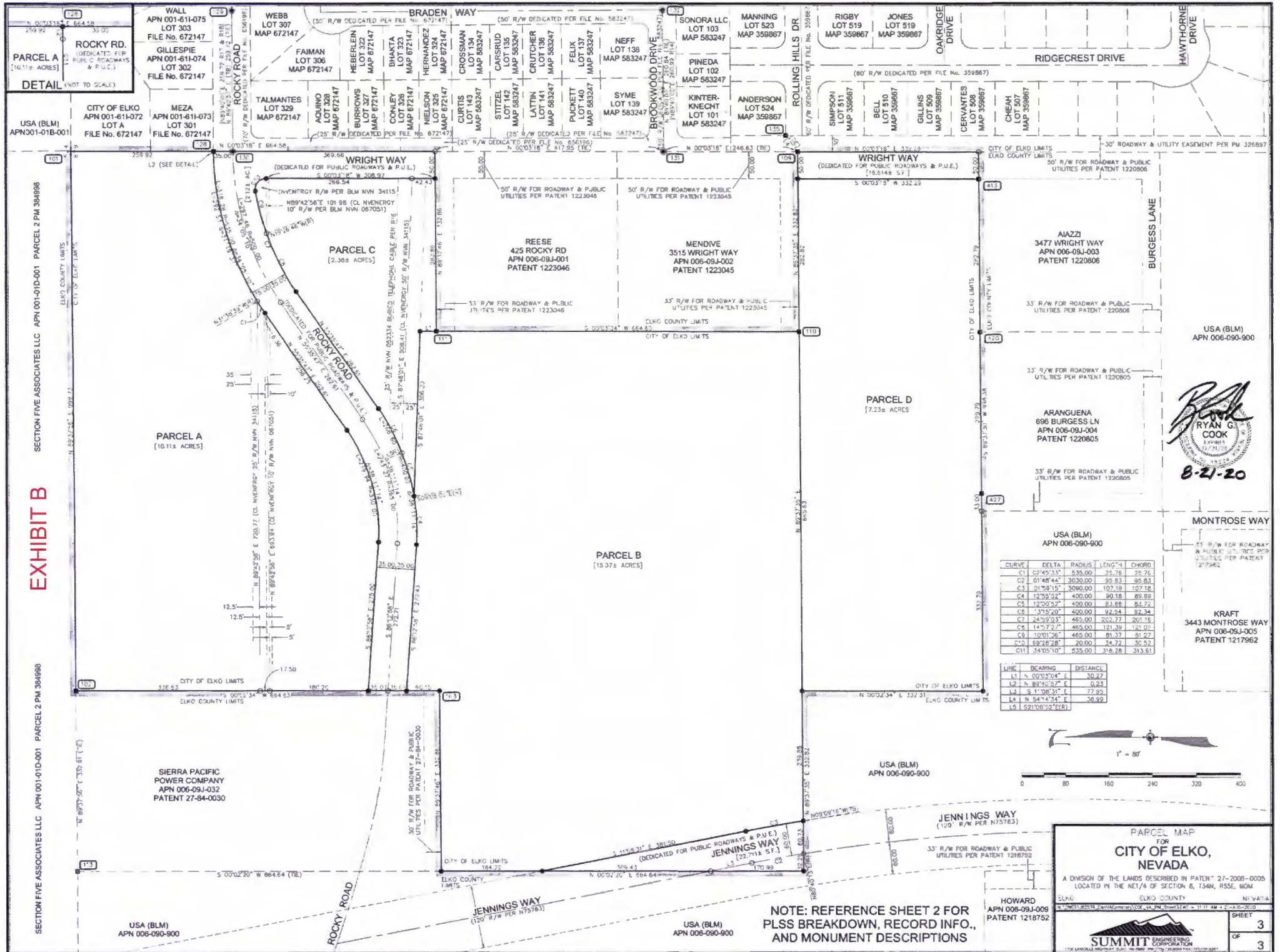


EXHIBIT B

SECTION FIVE ASSOCIATES LLC APN 001-010-001 PARCEL 2 PM 384990

SECTION FIVE ASSOCIATES LLC APN 001-010-001 PARCEL 2 PM 384998



NOTE: REFERENCE SHEET 2 FOR PLSS BREAKDOWN, RECORD INFO, AND MONUMENT DESCRIPTIONS

PARCEL MAP FOR CITY OF ELKO, NEVADA

A DIVISION OF THE LANDS DESCRIBED IN PATENT 27-2008-0005 LOCATED IN THE NE1/4 OF SECTION 8, T34N, R55E, N04W

ELKO ELKO COUNTY NEVADA

HOWARD APN 006-09J-009 PATENT 1218752

100% UNIMPAIRED BY ELKO COUNTY PLSS 27-2008-0005

SHEET 3 OF 3

SUMMIT ENGINEERING CORPORATION



Valbridge
PROPERTY ADVISORS

Appraisal Report

15.4 Acres for VA Cemetery in Elko
South Side of Rocky Road, 330 feet West of Wright Way
A Portion of APN: 001-01A-012
Elko, Elko County, Nevada 89801
Effective Date of Value: May 26, 2020
Report Date: July 2, 2020

FOR:

Ganiam, LLC
Mr. Maina Gakure
12330 Oakwood Dr.
Woodbridge, VA 22192

**Valbridge Property Advisors |
Reno (Phil Ware)**

3034 S. Durango Drive #100
Las Vegas, NV 89117
702-242-9369 phone
702-242-6391 fax
valbridge.com

Valbridge File Number:
NV02-20-0007



Valbridge
PROPERTY ADVISORS

Mr. Maina Gakure
Ganiam, LLC
Page 1

3034 S. Durango Drive #100
Las Vegas, NV 89117
702-242-9369 phone
702-242-6391 fax
valbridge.com

July 2, 2020

Phil Ware, MAI
775-204-4100
pware@valbridge.com

Mr. Maina Gakure
Ganiam, LLC
12330 Oakwood Dr.
Woodbridge, VA 22192

RE: Appraisal Report
For Ganiam LLC Under Contract with Craddock Group LLC
To Acquire Land for the National Cemetery Administration
Department of Veterans Affairs
A Specifically Delineated Parcel
Ganiam LLC File Number Unknown / VA File Number Unknown
15.4 Acres for VA Cemetery in Elko
South Side of Rocky Road, 330 feet West of Wright Way
Elko, Elko County, Nevada 89801

Dear Mr. Gakure:

In accordance with your request, we have performed an appraisal of the above referenced property. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. This letter of transmittal does not constitute an appraisal report and the rationale behind the value opinion(s) reported cannot be adequately understood without the accompanying appraisal report.

The subject property, as referenced above, is located at the southeast quadrant of Rocky Rd and Jennings Way in Elko, Nevada and is further identified and specifically delineated by the appraisal contract agreement as a portion of tax parcel number 001-01A-012. The subject site is a 15.40-acre or 670,824-square-foot parcel further identified by property ownership. The property is located in the southeast quadrant of Rocky Rd and Jennings Way in Elko, Nevada. The property consists of a proposed 15.4-acre carve-out of a greater +/- 38.086 acre parcel, zoned Agricultural-recreational (ZA). City authorities anticipated medium density residential similar to the easterly side of Wright Way before the proposed special use as a VA cemetery was considered.

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA); the Uniform Standards of



Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them.

The client in this assignment is Ganiam, LLC and the intended user of this report is U.S. Department of Veterans Affairs and no others. The sole intended use is for acquisition of the real property interest. The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report.

The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions:

- There are no extraordinary assumptions used in this appraisal assignment

Hypothetical Conditions:

- We have valued the property as if it has been subdivided and given its own parcel number. We assume the subject can be split from the greater parcel legally, and that the proposed site as well as on and off-site improvements (including street re-routing and abandonment as needed) will be deemed acceptable to the seller and the proposed buyer.

Based on the analysis contained in the following report, our value conclusions are summarized as follows:

Value Conclusion	
Component	As Is
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Value	May 26, 2020
Value Conclusion	\$900,000
	\$1.34 psf

Respectfully submitted,
Valbridge Property Advisors | Reno

Phillip B. Ware

Phillip B. Ware
Managing Director of Reno Officer
Nevada License #A.0004404-CG
License Expires 10-31-2020

Matthew Lubawy

Matthew Lubawy, MAI, CVA
Senior Managing Director
Nevada License #A.0000044-CG
License Expires 04-30-2021

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Summary of Salient Facts

Property Identification

Property Name	15.4 Acres for VA Cemetery in Elko
Property Address	South Side of Rocky Road, 330 feet West of Wright Way Elko, Elko County, Nevada 89801
Latitude & Longitude	40.850251, -115.797305
Census Tract	1.1
Tax Parcel Number	001-01A-012
Property Owner	City of Elko

Site

Zoning	Agricultural-recreational (ZA)
FEMA Flood Map No.	32007C5606E
Flood Zone	Zone X
Gross Land Area	670,824 square feet
Usable Land Area	670,824 square feet

Valuation Opinions

Highest & Best Use - As Vacant	Develop a medium density single family residential project
Reasonable Exposure Time	6 to 12 months
Reasonable Marketing Time	6 to 12 months

Extraordinary Assumptions:

- There are no extraordinary assumptions used in this appraisal assignment

Hypothetical Conditions:

- We have valued the property as if it has been subdivided and given its own parcel number. We assume the subject can be split from the greater parcel legally, and that the proposed site as well as on and off-site improvements (including street re-routing and abandonment as needed) will be deemed acceptable to the seller and the proposed buyer.

Value Indications

Approach to Value	As Is
Sales Comparison	\$906,000
Cost	Not Developed
Income Capitalization	Not Developed

Value Conclusion

Component	As Is
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Value	May 26, 2020
Value Conclusion	\$900,000
	\$1.34 psf

Aerial and Front Views

AERIAL VIEW FAR



AERIAL VIEW CLOSE



FRONT VIEW



The camera is facing south, southwest across the subject from the northerly boundary along Rocky Road. Adjacent parcels are in the background, all improved with single family residences on acreage lots. Photo taken by Phil Ware on 5.26.20 at +/- 3:00 pm. There are no improvements or unique features.

Location Map



Introduction

Client and Intended Users of the Appraisal

The client in this assignment is Ganiem, LLC and the sole intended user of this report is U.S. Department of Veterans Affairs. Under no circumstances shall any of the following parties be entitled to use or rely on the appraisal or this appraisal report:

- i. The borrower(s) on any loans or financing relating to or secured by the subject property,
- ii. Any guarantor(s) of such loans or financing; or
- iii. Principals, shareholders, investors, members or partners in such borrower(s) or guarantors.

Intended Use of the Appraisal

The sole intended use of this report is for acquisition of the real property interest.

Real Estate Identification

The subject property is located near the southeast corner of Rocky Road and Jennings Way, (in the southeasterly quadrant) in Elko, Nevada. Both are unpaved, minimally improved streets. The larger, parent parcel has additional frontage on Wright Way, also an unpaved street. The subject property is further identified by the tax parcel number 001-01A-012.

Legal Description

PORTION OF LAND LOCATED IN SECTION 9, MDB&M AND DESCRIBED AS FOLLOWS: NE4 NE4 NE4, E2NW 4NE 4N E4, SE4 NE4 NE4, W2NW4 NE4 NE4, N2NE4 SE4 NE4, NE4 NW4 SE4 NE4, TOTALING 38.086A MORE OR LESS. The parent parcel is further identified as Assessor Parcel 001-01A-012. A call placed to the engineering firm of Summit Engineering Corporation for further descriptive data went un-returned.

The legal descriptions provided by the Elko County Assessor's office:

PORTION OF LAND LOCATED IN SECTION, MDB&M AND DESCRIBED AS FOLLOWS: NE4NE4NE4, E2NW4NE4NE4, SE4NE4NE4, W2NW4NE4NE4, N2NE4SE4NE4, NE4NW4SE4NE4, TOTALING 38.086A MORE OR LESS, CREATED PER PAT NUMBER 27-2006-005, ***** Changed from Parcel # 006-09J-031 AS PER CITY OF ELKO ANNEX ORDINANCE #661 DOC 551022 AND, & MAP FILE 551023 RECORDED ON 04/07/2006, ***** NO HARD COPY PARCEL CARD CREATED, *****

PORTION OF LAND LOCATED IN SECTION 8 34N 55E MDB&M AND DESCRIBED AS FOLLOWS: NE4NE4NE4, E2NW4NE4NE4, SE4NE4NE4, 8 W2NW4NE4NE4, N2NE4SE4NE4, NE4NW4SE4NE4 TOTALING 38.086A MORE OR LESS CREATED PER PAT NUMBER 27-2006-005 ***** Changed from Parcel # 006-09J-031 AS PER CITY OF ELKO ANNEX ORDINANCE #661 DOC 551022 AND & MAP FILE 551023 RECORDED ON 04/07/2006 ***** NO HARD COPY PARCEL CARD CREATED *****

From this description it is suggested that the city may have owned the property since annexation, on April 7, 2006, ... a period of 14.15-years. The document states that the city of Elko owned the property at the time of annexation, so the ownership period exceeds 14.15-years.

Use of Real Estate as of the Effective Date of Value

As of the effective date of value, the subject was a vacant property. The VA proposes a National VA Cemetery for the site. This will be a special purpose use for the site as proposed. The highest economic use per our analysis, city authorities and per a local broker is for medium density residential development.

Use of Real Estate as Reflected in this Appraisal

The opinion of value for the subject as is reflects the current use as agricultural undeveloped land. The described subject parcel is therefore recognized as vacant land; with the potential use as a residential subdivision; and with recognition of the proposed special use as a cemetery.

Ownership of the Property

According to Elko County Assessor, title to the subject property is vested in City of Elko.

History of the Property

Ownership of the subject property has not changed within the past 14.15-years. No deed documentation was found and per the information above, "no hard copy parcel card was created". The Uniform Appraisal Standards For Federal Land Acquisitions (UASFLA) requires a 10-year use history. The site has been vacant and owned by the city for many years. There are no known economic uses that the proposed subject or existing parent parcel has been utilized for. The Assessor's Office published no records for billing records, exemptions, other taxing entities, sales history, agricultural use nor historical genealogy. It should be noted that with the residential subdivision build-out of the easterly side of Wright Way and other areas within the city limits of Elko, there could be near to medium term demand placed on the subject acreage for potential residential subdivision acreage. It is also observed that significant holding periods are not unusual since growth is predominately associated with the business cycle of the mining industry. Although the subject has not had an economic use in its history demand is anticipated over the next five to ten years. Subsequent to this information we were provided a copy of the Patent and Declaration of Value, Document # 543305, dated or recorded November 8, 2005, Patent Number 27-2006-0005. Therefore, the property was transferred to the City of Elko 14.6-years ago for a declared consideration of \$424,000 for 37.5-acres (as recorded). This equates to \$11,307 per acre or \$0.26 per square foot.

We have considered and analyzed the known history of the subject in the development of our opinions and conclusions.

Analysis of Listings/Offer/Contracts

The subject is not currently listed for sale or under contract for sale. If so, no contract or letter of intent was provided the appraisers for analysis by the client.

The appraisal problem is to develop an opinion of the market value of the subject property. "Market Value," as used in this appraisal, is defined on page 10 of the Uniform Appraisal Standards For Federal Land Acquisitions (UASFLA Section 1.2.4): "Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of value, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property." Page 93, Section 4.2.1 of UASFLA has a minor variation, i.e. "... with neither compelled to buy or sell", ... does not materially change the definition's meaning or interpretation.

The value conclusions apply to the value of the subject property under the market conditions presumed on the effective date of value. Please refer to the Glossary in the Addenda section for additional definitions of terms used in this report. Any reference to marketing period or exposure time is only applicable to USPAP requirements and not intended to be a consideration under UASFLA.

Valuation Scenarios, Property Rights Appraised, and Effective Dates of Value

Per the scope of our assignment we developed opinions of value for the subject property under the following scenarios of value:

Valuation Scenario	Effective Date of Value
As Is Market Value of the Fee Simple Interest	May 26, 2020

Phillip Ware completed an appraisal inspection of the subject property on May 26, 2020. Matthew Lubawy did not personally inspect the subject. Please be aware of the hypothetical condition associated with this appraisal document. The parcel appraised is not in fact a current, legal parcel, but the hypothetical condition implies it can be created. The "As Is" value is dependent upon the legality and likelihood the parcel can be created. The effective date of value is the date of inspection, May 26, 2020.

Date of Report

The date of this report is June 2, 2020.

List of Items Requested but Not Provided

- All information requested for the assignment has been provided

Assignment Challenges

Specific to the COVID-19 pandemic, normal in-person interviews and local research was constrained but not to the extent that the value estimate would be considered less credible.

Assumptions and Conditions of the Appraisal

This appraisal assignment and the opinions reported herein are subject to the General Assumptions and Limiting Conditions contained in the report and the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results.

Extraordinary Assumptions

- There are no extraordinary assumptions used in this appraisal assignment

Hypothetical Conditions

- We have valued the property as if it has been subdivided and given its own parcel number. We assume the subject can be split from the greater parcel legally, and that the proposed site as well as on and off-site improvements (including street re-routing and abandonment as needed) will be deemed acceptable to the seller and the proposed buyer.

Scope of Work

The elements addressed in the Scope of Work are (1) the extent to which the subject property is identified, (2) the extent to which the subject property is inspected, (3) the type and extent of data researched, (4) the type and extent of analysis applied, (5) the type of appraisal report prepared, and (6) the inclusion or exclusion of items of non-realty in the development of the value opinion. These items are discussed as below, after the re-insertion of the definition of market value, as prescribed by the UASFLA.

Definition of Market Value

"Market Value," as used in this appraisal, is defined on page 10 of the Uniform Appraisal Standards For Federal Land Acquisitions (UASFLA Section 1.2.4): "Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of value, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property."

Extent to Which the Property Was Identified

The three components of the property identification are summarized as follows:

- Legal Characteristics - The subject was legally identified via an Elko County Assessor's map, Elko County GIS aerial mapping, and a physical inspection by Phillip Ware.
- Economic Characteristics - Economic characteristics of the subject property were identified via a comparison of similar properties, as well as a comparison to properties with similar locational and physical characteristics.
- Physical Characteristics - The subject was physically identified via a complete exterior inspection by Phillip Ware.

Extent to Which the Property Was Inspected

Phil Ware inspected the subject on May 26, 2020. Matthew Lubawy did not personally inspect the subject.

Type and Extent of Data Researched

We researched and analyzed: (1) market area data, (2) property-specific market data, (3) zoning and land-use data, and (4) current data on comparable listings and transactions. We also interviewed people familiar with the subject market/property type, including Luke Fitzgerald, Broker.

Type and Extent of Analysis Applied (Valuation Methodology)

We observed surrounding land use trends, the condition of any local improvements, demand for the subject property, and relevant legal limitations in concluding a highest and best use. We then valued the subject based on that highest and best use conclusion.

Appraisers develop an opinion of property value with specific appraisal procedures that reflect three distinct methods of data analysis: the Cost Approach, Sales Comparison Approach, and Income Capitalization Approach. One or more of these approaches are used in all estimations of value.

- Sales Comparison Approach - In the Sales Comparison Approach, value is indicated by recent sales and/or listings of comparable properties in the market, with the appraiser analyzing the impact of material differences in both economic and physical elements between the subject and the comparables.
- Direct Capitalization: Land Residual Method - The Land Residual Methodology involves estimating the residual net income to the land by deducting from total potential income the portion attributable to the improvements, assuming development of the site at its highest and best use. The residual income is capitalized at an appropriate rate, resulting in an indication of land value.
- Direct Capitalization: Ground Rent Capitalization - A market derived capitalization rate is applied to the net income resulting from a ground lease. This can represent the leased fee or fee simple interest, depending on whether the income potential is reflective of a lease in place or market rental rates.
- Yield Capitalization: Subdivision Development Method - Also known as Discounted Cash Flow Analysis (DCF), the methodology is most appropriate for land having multiple lot development in the near term as the highest and best use. The current site value is represented by discounting the anticipated cash flow to a present value, taking into consideration all necessary costs of development, maintenance, administration, and sales throughout the absorption period.

All of these approaches to value were considered. We assessed the availability of data and applicability of each approach to value within the context of the characteristics of the subject property and the needs and requirements of the client. Based on this assessment, we relied upon the Sales Comparison Approach. The Cost Approach was not used because market participants rarely employ the Cost Approach in their buy/sell decision making processes for properties like the subject. The Sales Comparison Approach was not used because this is an appraisal of land only and there are no improvements. The Income Capitalization Approach was not used because this is an appraisal of land only and market participants rarely employ this approach for valuing land only. Further discussion of the extent of our analysis and the methodology of each approach is provided later in the respective valuation sections.

Appraisal Conformity and Report Type

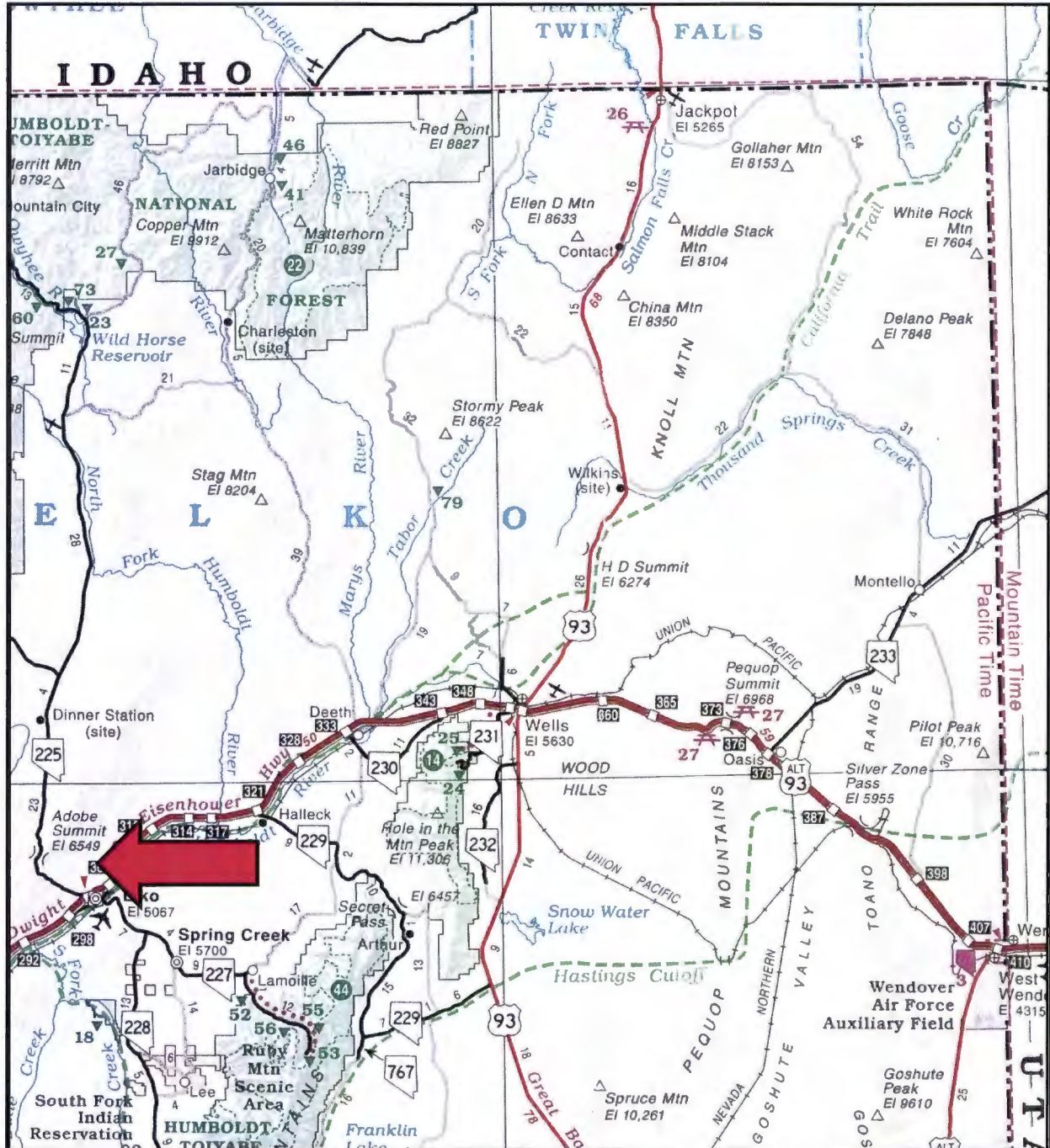
We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them. This is an Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2a.

Personal Property/FF&E

All items of non-realty are excluded from this analysis. The opinion of market value developed herein is reflective of real estate only.

Regional and Market Area Analysis

SUBJECT



Summary of Elko County

The subject property is in Elko County, Nevada, and Elko County covers 17,203 square miles in the northeast corner of the state. Elko County is the fourth largest county in the lower forty-eight states, with a size as big as five of the New England states plus the District of Columbia combined. The county was established in 1869, and has an economy built on mining, ranching, and tourism.

The Central Pacific Railroad gave birth to the towns of Elko, Carlin and Wells in 1868/1869 as railroad tracks were laid through the area. In May 1869, the Golden Spike was driven at Promontory Point, Utah, which finally linked the Central Pacific and Union Pacific Railroad lines, and the railroad operations supported the Elko County communities into the 1900s.

The Elko County communities are generally located above 5,000 feet in elevation, and have summer month high temperatures in the 80s and 90s, and winter month high temperatures in the 30s and 40s. Annual precipitation in the towns and valleys is around 10 inches, which comes mostly in the form of snowfall.

Elko County has a current population of 52,778 residents, and mining remains a key economic activity in the county. Northeastern Nevada is the largest gold mining region in the United States, with Barrick Gold Company's Goldstrike Mine being one of the largest producing open pit mines in the world (Over one million ounces of gold have come from the mine.). Barrick's nearby Meikle Mine is the largest producing underground gold mine in North America. Gold mines are located throughout the region, but the most prolific mines are a short drive west of Elko. The mines employ thousands of Elko County residents, and the mining employees are among the highest paid workforce in Nevada, and in the nation. Newmont Mining Corporation is also a big gold producer at its Carlin East Gold Mine in Elko County. Nevada mining produced \$8.76 billion in revenue in fiscal year 2011-12, while Nevada gaming produced \$10.3 billion in 2012.

Ranching is the other primary economic activity in Elko County, and the county is the number one ranching county in Nevada. Elko County has 2.47 million acres of ranch and cropland, with the ranches averaging 6,250 acres in size. A total of about 180,000 acres are irrigated, and there are about 145,000 head of cattle, and 20,000 sheep in the county. In the 2002 United States Department of Agriculture census, Elko County ranked first in the nation in the number of beef cows tabulated. Grazing allotments on Federal lands are an essential component of the cattle raising operations, and 72.7% of Elko County lands are Federally-owned.

Elko County has picturesque mountain ranges and wide valleys with high desert vegetation. Outdoor enthusiasts travel to Elko County to camp, hike, fish, and hunt, and mule deer, elk, and pronghorn antelope populations in the county are typically strong and among the densest in animals per square mile in all of Nevada. Mountain ranges in Elko County such as the Ruby Mountains, and mountains around Jarbidge are well known to outdoorsmen. The Ruby Mountains are 80 miles long and up to 11,387 feet high, and have mountain top lakes gouged out by glaciers. Lamoille Canyon is on the west side of the Rubies, 30 miles from Elko, and Lamoille Canyon is 12 miles long and is highly regarded for its scenic beauty. The Ruby Mountains wildlife includes not only mule deer and elk, but also Rocky Mountain sheep and Rocky Mountain goats.

Elko County's four largest communities include Carlin, the City of Elko, Wells, and West Wendover, and all four communities are linked east/west by the I-80 freeway. I-80 was developed in the late 1970s and early 1980s across Northern Nevada. The north/south business and commuter route through Elko County is U.S. 93. U.S. 93 is a primary highway linking Phoenix to Las Vegas, and extending north through Nevada and into Idaho. U.S. 93 is 540 miles in length in Nevada, and it is the trucking, commerce, and commuter route

to and through the Eastern Nevada communities of Alamo, Caliente, Panaca, Pioche, Ely, McGill, Wells, and Jackpot. U.S. 93 is a two-lane highway, one lane in each direction, from just north of the Las Vegas Valley, all the way through eastern Nevada.

In recent decades, Elko County has attracted increasing tourism and more recreation visitation. Elko County offers diverse recreational, historical, cultural, and ethnic special events and attractions annually. Besides hunting, fishing, and camping, there are all terrain vehicle outings, cross-country motorcycle races, long range highway auto races, hiking, nature viewing, snow skiing, cross country skiing, and boating. Trail systems throughout the county are being developed for ATVs, mountain biking, horseback rides, hiking, and wildlife viewing. Elko County has been designated as one of the top ten areas in the world for snowmobiling by Super Trax International Magazine.

As indicated, the city of Elko is the largest community in Elko County, and it is also the county seat. The city of Elko straddles the Humboldt River, and it was named the "Best Small Town in America" in Norman Crampton's 1993 book, "The 100 Best Small Towns in America". After it was founded in 1868, Elko went through boom and bust periods, but began to stabilize with the establishment of the railroad line, and hotel/casinos, and as gold mining increased. Mining now accounts for most of the economy, with gambling and ranching taking up the rest.

Elko is in a valley with the Adobe and Independence mountains to the north and west, and the Ruby Mountains to the east and southeast. A bedroom community for Elko called Spring Creek with 12,361 residents is located six miles southeast of Elko. The community was developed in the 1970s and has a shopping center, a golf course, schools, parks, and sports arenas.

The primary communities in Elko County are described briefly as follows:

1. **Elko** has 20,406 residents and was founded in 1868 as a railroad town along the transcontinental railroad system. Elko today is considered to be the capital of Nevada's gold belt. Elko is the largest city between Salt Lake City and Reno (519 miles), and between Las Vegas and Twin Falls, Idaho (528 miles).
2. **Carlin** has a population of 2,376 and Carlin's first residents were Chinese who settled the area in the 1860s to grow vegetables for the railroad workers and for emigrants headed to California. Carlin is an old town with defunct businesses, but there is a motel, along with a hotel built in 1911 that has been converted to a rooming house, and there are some restaurants. There are also some bars, and an interesting footbridge that crosses the railroad tracks. Carlin is said to be the town where the train stops, and the Gold Rush begins. The community is 23 miles west of Elko, and is part of the Elko Metropolitan Statistical Area.
3. **Wells** has a population of 1,280 residents, and it too was founded as a railroad town in 1868. It was also once a famous camping site on the Emigrant Trail to California, and the trail experienced heavy use after the discovery of gold in California in 1848. Wells is a crossroads town at the intersection of I-80 and U.S. 93, and as a result, truck stops, convenience stores, and some motels have been built in Wells since the mid 1990s. Wells has casinos at the Flying J truck stop, and at the 4-Way truck stop. There are also a few bars and restaurants.
4. **West Wendover** is a border town on the Nevada/Utah border, and West Wendover has a population of 4,367 residents. West Wendover has been prosperous because of its casinos, but East

Wendover in Utah does not have gambling and has struggled providing services and maintaining infrastructure. Wendover is adjacent to Utah's Bonneville Salt Flats, which is a smooth, white expanse of salt covered land where automobile and motorcycle races are held annually, and where land speed records are periodically set. Wendover has an air base called Wendover Airport today, but it was originally established in 1940 as a U.S. Air Force Base to train bomber pilots, including the Enola Gay atom bomb crew.

5. **Jackpot** is also a border town on the Nevada/Idaho border, and Jackpot has a population of 914 residents. Jackpot was founded in 1956 shortly after Idaho banned slot machines, and Jackpot caters to Idaho and neighboring states' gamblers. Jackpot's casino employees and suppliers are primarily from Idaho, and Jackpot was founded entirely on gambling. The Jackpot casinos collectively are the largest employers for southern Idaho, and Twin Falls, Idaho is just 45 miles north of Jackpot. Jackpot has its own schools, golf course, and post office, and while not widely known to, or visited by Nevadans, it is a popular gaming town.

Briefly, the following are some statistics for Elko County from the U.S. 2010 Census, the Nevada Department of Employment Training and Rehabilitation, and state and county publications:

ELKO COUNTY POPULATION

1970	1980	1990	2000	2010	2020
13,946	17,269	33,770	45,633	48,818	52,778

AGES (2018)

Age Range	% of Population
0-14	24.3%
15-19	7.9%
20-34	19.9%
35-54	28.1%
55+	19.8%

ETHNIC ORIGINS (2018)

Ethnicity	% of Population
White	66.6%
Black	1.4%
American Indian/Eskimo or Aleut	6.5%
Asian or Pacific Islander	1.6%
Hispanic	22.9%

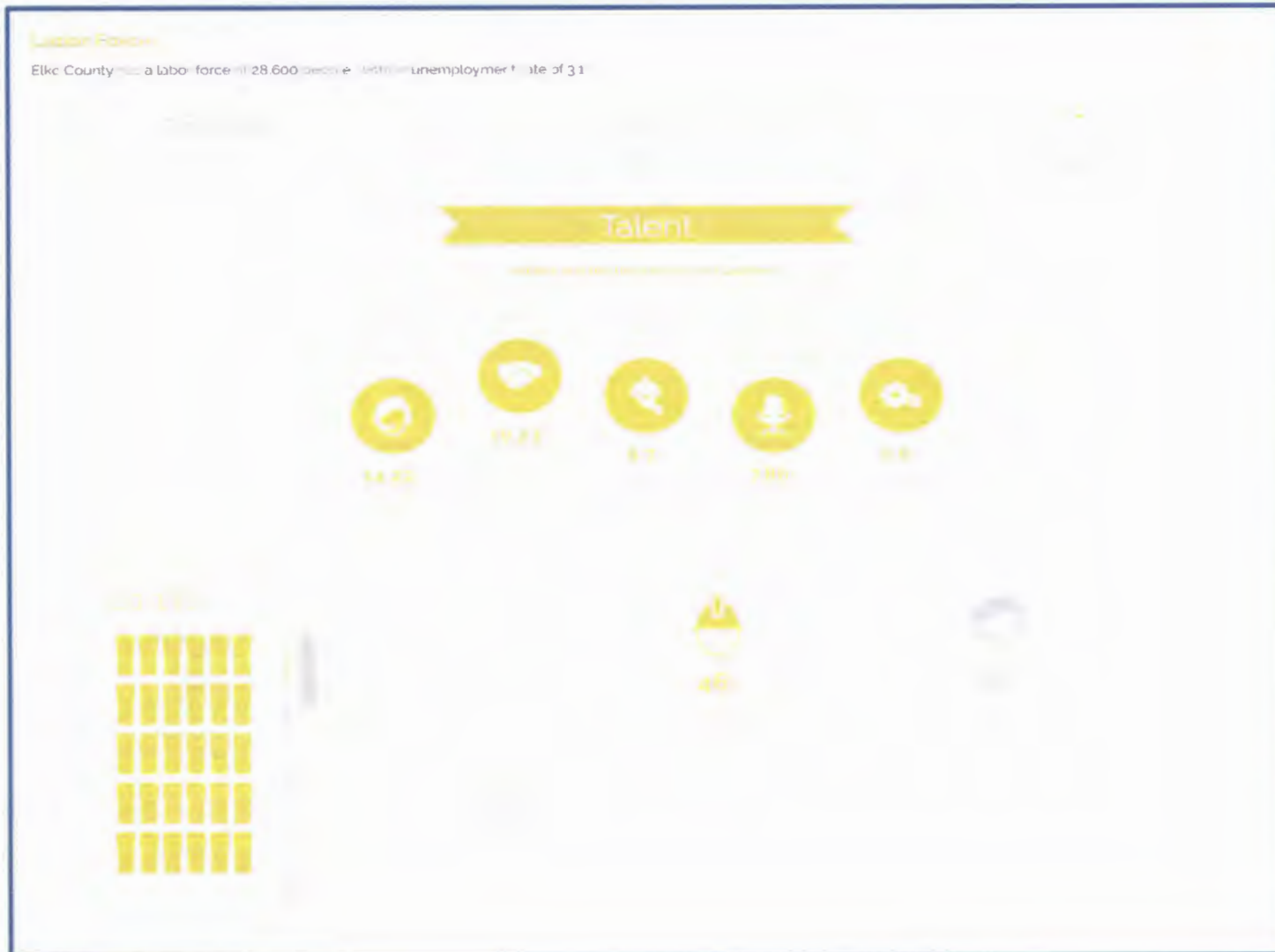
Economy

Per the Northeastern Nevada Regional Development Authority (NNRDA), Elko County has historically been best exemplified through two prominent western characters; the miner and the buckaroo (cowboy). To this day, northeastern Nevada is the leading gold producer in the United States, accounting for approximately 75% of production annually. As a result, Nevada would rank among the top five gold producing countries in the world if it were its own nation.

Elko County acts as the "nucleus" for mining activity in Northern Nevada, containing regional offices for Barrick Gold Corporation (\$GOLD) and Newmont Mining (\$NEM); two of the largest mining companies in the world, as well as the biggest names in mine support such as Komatsu, Caterpillar, Sandvick, etc.

Further, Elko County is home to some of the oldest and longest continually operated ranches in the United States. From the Winecup to the Petan and the multitude in between, these ranches have continued to provide economic sustainability in the region for over a century. In addition to production, producers and ranch hands alike hold tradition in very high regard. Traditional methods of production are not only used in day to day operations, they are showcased around the region at various annual events including several Ranch Hand Rodeos and the most notable, National Cowboy Poetry Gathering.

LABOR FORCE STATISTICS (PRIOR TO COVID-19)



Source: Northeastern Nevada Regional Development Authority

Conclusion

Elko County is a rural county located far from any major population bases, but the county has experienced a 200% increase in population since 1980. Even so, the population is still just 51,771 residents. Elko County is expected to remain a top county in the United States for gold mining and ranching, and it will continue to attract tourists and gamblers from Utah, Idaho, and elsewhere.

City and Neighborhood Analysis

NEIGHBORHOOD MAP



Overview

The subject is located in the City of Elko in Elko County, Nevada. Elko, known by the locals as "The Heart of Northeast Nevada," is the largest city for over 130 miles in all directions and county seat of Elko County with 20,406 residents as of 2020. It is home to Great Basin College, as well as to the National Weather Service Weather Forecast Office serving most of northern and central Nevada.

Neighborhood Location and Boundaries

The subject neighborhood is located in the Northwest section of Elko. The area is rural in nature. The neighborhood is bounded by Elko city limits and future extensions of Rocky Road to the north, 5th Street to the east, Mountain-City Highway and Interstate-80 to the south, and Unimproved, Western Way to the west.

Market Area/Neighborhood Description

The defined market area/neighborhood encompasses the northeast corner of the State of Nevada, and the City of Elko is at the center of the neighborhood. Elko lies along the route of the historic California Trail and it was first inhabited in 1868, when it was at the east end of the railroad tracks built by Central Pacific Railroad. When the railroad crews moved on, Elko remained, serving as a center for ranching, mining, rail freight and general supplies.

Elko's economy is based heavily on gold mining, with ranching and tourism providing additional jobs. The city is considered the capital of Nevada's Goldbelt. The state of Nevada produces more gold than all but four countries, and most of the gold from Nevada is mined near Elko. This has caused the town to have a boom and bust economy consistent with the rises and declines in the price of gold. The town is surrounded by hundreds of abandoned mining camps, and viewing them is a popular local activity.

A gold boom in the 1980s that ended in a bust in the late 1990s left the town with large numbers of abandoned homes and left the local government struggling to survive on reduced tax revenue. When gold began another boom cycle starting in 2009, city officials learned from the previous cycle and decided to build a reserve in the city budget in preparation of a potential future bust.

Transportation Access

Elko is the largest city between Salt Lake City and Reno, located along Interstate 80. Nevada State Route 225 (Mountain City Highway) connects Elko to Owyhee and southern Idaho, while Nevada State Route 227 (Lamoille Highway) extends southeast to Spring Creek and Lamoille.

Passenger bus service to Elko is available on Greyhound Lines, while Amtrak's daily *California Zephyr* provides train passenger service via Elko Station. SkyWest Airlines, operating as Delta Connection, serves Elko Regional Airport (EKO) with regional jet service nonstop to the Delta Air Lines hub in Salt Lake City.

Elko was previously served by United Airlines with scheduled passenger jet service during the 1970s and early 1980s. According to Official Airline Guide, flight schedules as well as the airline's system timetables, United operated Boeing 737-200 jetliners into the Elko Regional Airport on a year-round basis with a daily round trip routing of San Francisco-Reno-Elko-Ely-Salt Lake City. United eventually discontinued all flights into Elko after serving the airport for over 50 years.

Access to the area is considered average.

Neighborhood Land Use

The subject neighborhood is located in an area with primarily residential land uses. To include commercial uses the delineated neighborhood would have to be expanded. There are shopping districts and commercial properties within other city neighborhoods. Residential uses include medium density residential and residential on acreage lots. Most of the land to the west and north is under BLM or Bureau of Reclamation ownership. An approximate breakdown of the development in the area based upon observation is as follows:

LAND USES

Developed	Percentage
<i>Residential</i>	35%
<i>Retail</i>	0%
<i>Office</i>	0%
<i>Industrial</i>	0%
Vacant	65%
Total	100%

Like most areas around the fringe of the community uses are sporadic and feature an abundance of recreational and agricultural uses with many single-family homes intermixed.

Land Use Trends

The neighborhood is experiencing a change in land use over the medium to long term from vacant to residential uses. Development potential is limited to private and city-owned property usually before federal government lands are auctioned. The city is experiencing a growth phase contingent with escalating gold price levels and associated boom in mining operations. Nearby neighborhood uses are limited to residential. Subdivision development was observed and are anticipated to continue, with demand for infill lots recognized. Mixed use neighborhoods like the Ruby Vista Drive corridor appear to dominate the community relative to single and multi-family residential development which will continue to compete with the subject and other neighborhoods for the foreseeable future. As available acreage is absorbed, the appraisers anticipate that there will be more demand for the fringe areas near the city limits (like the subject) to be absorbed for development within the near to medium term.

Demographics

The following table depicts the area demographics in Elko within a one-, three-, and five-mile radius from the subject.

Neighborhood Demographics

Radius	1 mile	3 miles	5 miles
Population Summary			
2000 Population	3,470	17,005	19,145
2010 Population	4,058	18,531	20,878
2019 Population	5,151	21,427	24,242
2024 Population Estimate	5,685	22,890	26,026
Annual % Change (2019 - 2024)	2.0%	1.3%	1.4%
Housing Unit Summary			
2000 Housing Units	1,202	6,970	7,833
% Owner Occupied	67.3%	57.4%	58.0%
% Renter Occupied	25.7%	32.5%	31.2%
2010 Housing Units	1,402	7,268	8,167
% Owner Occupied	72.4%	57.9%	58.4%
% Renter Occupied	24.0%	35.8%	34.9%
2019 Housing Units	1,835	8,548	9,632
% Owner Occupied	69.4%	54.0%	54.5%
% Renter Occupied	24.5%	37.5%	36.5%
2024 Housing Units	2,030	9,127	10,332
% Owner Occupied	70.0%	55.0%	55.7%
% Renter Occupied	24.0%	36.5%	35.4%
Annual % Change (2019 - 2024)	2.0%	1.3%	1.4%
Income Summary			
2019 Median Household Income	\$100,515	\$78,708	\$77,938
2024 Median Household Income Estimate	\$108,739	\$84,383	\$83,283
Annual % Change	1.6%	1.4%	1.3%
2019 Per Capita Income	\$40,208	\$33,973	\$33,447
2024 Per Capita Income Estimate	\$44,443	\$37,830	\$37,286
Annual % Change	2.0%	2.2%	2.2%

Source: Site-to-Do-Business (STDB Online)

Within a three-mile radius, the reported population is 21,427 with a projected growth rate of approximately 1.3% annually. There are 8,548 housing units within that three-mile radius. The growth rate is expected to be 1.3% annually. Most of the housing is owner-occupied. Our research indicates that property values in the area are stable.

Within a three-mile radius, the median household income is \$78,708. Looking ahead, annual household income growth is projected at 1.4% per year. The average income figures suggest that the inhabitants are within the middle to upper income brackets.

Nuisances & External Obsolescence

Neighborhood properties have adequate levels of maintenance. No adverse or unfavorable factors were observed.

Neighborhood Life Cycle

Most neighborhoods are classified as being in four stages: **growth, stability, decline, and renewal**. Overall, the subject neighborhood is in the stability stage of its life cycle. As suggested above however, growth is limited/constrained by the amount of acreage under federal ownership. I think a transition to growth is possible if more land could be transferred to private ownership.

Analysis and Conclusions

The subject market area/neighborhood consists primarily of cattle grazing, ranching, mining, and recreation lands located in the northeast corner of the State of Nevada. There are no large population centers within a hundred miles, but travel through the neighborhood is steady because Mountain City Highway, Lamoille Highway and I-80 extend through the area. The highways support significant semi-truck traffic (18-wheeler trucks), and tourists and gamblers use the two highways to visit casinos in Nevada. Gold mining will continue stimulate growth in the community-market area/neighborhood is expected to increase alongside the increases in the price of gold.

Per City Officials planned improvements to the neighborhood are related to Jennings Way. It is to become a major arterial, and is described as a future loop road, but there are no budgets or plans to proceed even though most of the right-of-way has been acquired.

Site Description

The subject site is located in the southeast quadrant of Rocky Rd and Jennings Way in Elko, Nevada. The characteristics of the site are summarized as follows:

Site Characteristics

Gross Land Area:	15.40 Acres or 670,824 SF
Usable Land Area:	15.40 Acres or 670,824 SF
Usable Land %:	100.0%
Shape:	Rectangular and Irregular
Average Depth:	1,085.00 feet
Topography:	Rolling with a natural drainage arroyo west to east across the northern sector
Drainage:	Assumed adequate for intended use
Grade:	At, Above and Below Grade
Utilities:	Within 300'
Off-Site Improvements:	Gravel streets in lieu of paving.
Interior or Corner:	Mid-Block
Signalized Intersection:	No
Excess or Surplus Land:	None

Street Frontage / Access

Frontage Road	Primary	Secondary
Street Name:	Rocky Rd	Jennings Way
Street Type:	Rural	Rural
Frontage (Linear Ft.):	1,085	845
Number of Curb Cuts:	0	0
Traffic Count (Cars/Day):	No NDOT Count	No NDOT Count

Additional Access

Alley Access:	No
Water or Port Access:	No
Rail Access:	No

Flood Zone Data

Flood Map Panel/Number:	32007C5606E
Flood Map Date:	September 4, 2013
Portion in Flood Hazard Area:	0.00%
Flood Zone:	Zone X
The subject is outside the 0.2% annual chance flood plain and does not require flood insurance.	

Other Site Conditions

Soil Type:	Unknown, assumed adequate for intended use
Environmental Issues:	There are no known adverse environmental conditions affecting the subject property
Easements/Encroachments:	Proposed parcel has unknown encumbrances/easements
Earthquake Zone:	The property is not in a fault, fissure, or earthquake zone

Adjacent Land Uses

North:	To the north is Rocky Rd; followed by vacant unimproved land
South:	To the south is vacant, unimproved land; followed by Burgess Ln
East:	To the east are two rural, single-family properties; followed by Wright Way
West:	To the west is Jennings Way; followed by vacant, unimproved land

Site Ratings

Access:	Average
Visibility:	Average

Zoning Designation

Zoning Jurisdiction:	Elko County
Zoning Classification:	ZA, Agricultural-recreational
General Plan Designation:	VAC - 100 - Vacant
Permitted Uses:	A variety of rural and residential uses
Zoning Comments:	The current zoning code is adequate for the highest and best use determination. According to the City Engineer, "The City's Land Use Master Plan shows this area as medium density residential. This would be 4 – 8 units per acre, with minimum lot sizes of 6,000 SF, much like the development to the east." The existing zoning map indicates that it is located in an area designated "Agricultural", however Master Plan updates identify this area as both stable and in transition. Further, a Proposed Master Plan update designates the subject as Residential - High Density. The appraisers conclude that the City Engineer speaks with authority and accurately. This opinion conclusion is consistent with the concluding remarks of the Highest and Best Use Section. An appropriate question is whether or not the City Authorities will allow a cemetery within this district. Inasmuch as the legal ownership is vested in the City of Elko, we think it a rhetorical question. We don't think the site would be subject to an appraisal by the "VA" if the City of Elko was unwilling to allow the cemetery as an alternate use.

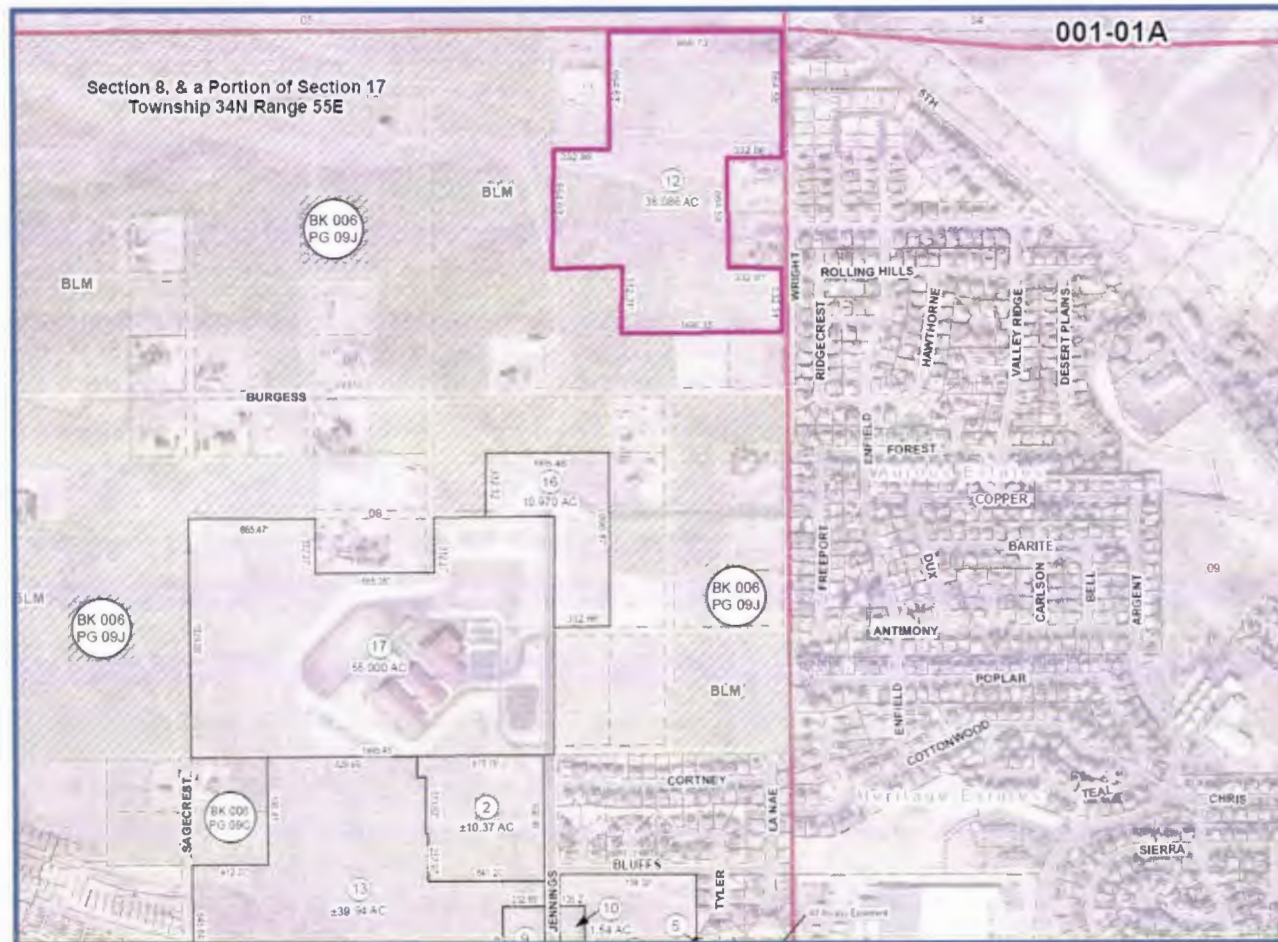
Analysis/Comments on Site

Generally, area soils are moderately well drained soils formed from siltstone or fine-grained sandstone and shale. The site's location is considered average and is afforded average access because of its proximity to N 5th St. The site has average visibility because the site has approximately 1,300 linear feet of frontage and mid-block placement. The size of the site is typical for the area and use, and there are no known detrimental uses in the immediate vicinity. Furthermore, the physical characteristics of the subject site are suitable for the current development. Most factors, including its topography, location, and accessibility are positive attributes. The subject site is more than adequate for uses such as those permitted by zoning, including the current use, and the available utilities adequately serve the site. A 10' water main and an 8' sewer main are existing in Wright Way per maps provided by city authorities. This places water and sewer within approximately 300-feet of the subject site. Dry utilities are approximately the same distance and location. Overall, there are no known factors which are considered to prevent the site from development to its highest and best uses, as if vacant, or adverse to the existing use of the site. With minimal effort any on site drainage will likely be diverted to area streets. Generally, the proposed subject site has very desirable topography and is located fairly close to utilities. If allowed to be utilized for its highest and best use, marketability of the site would be considered excellent.

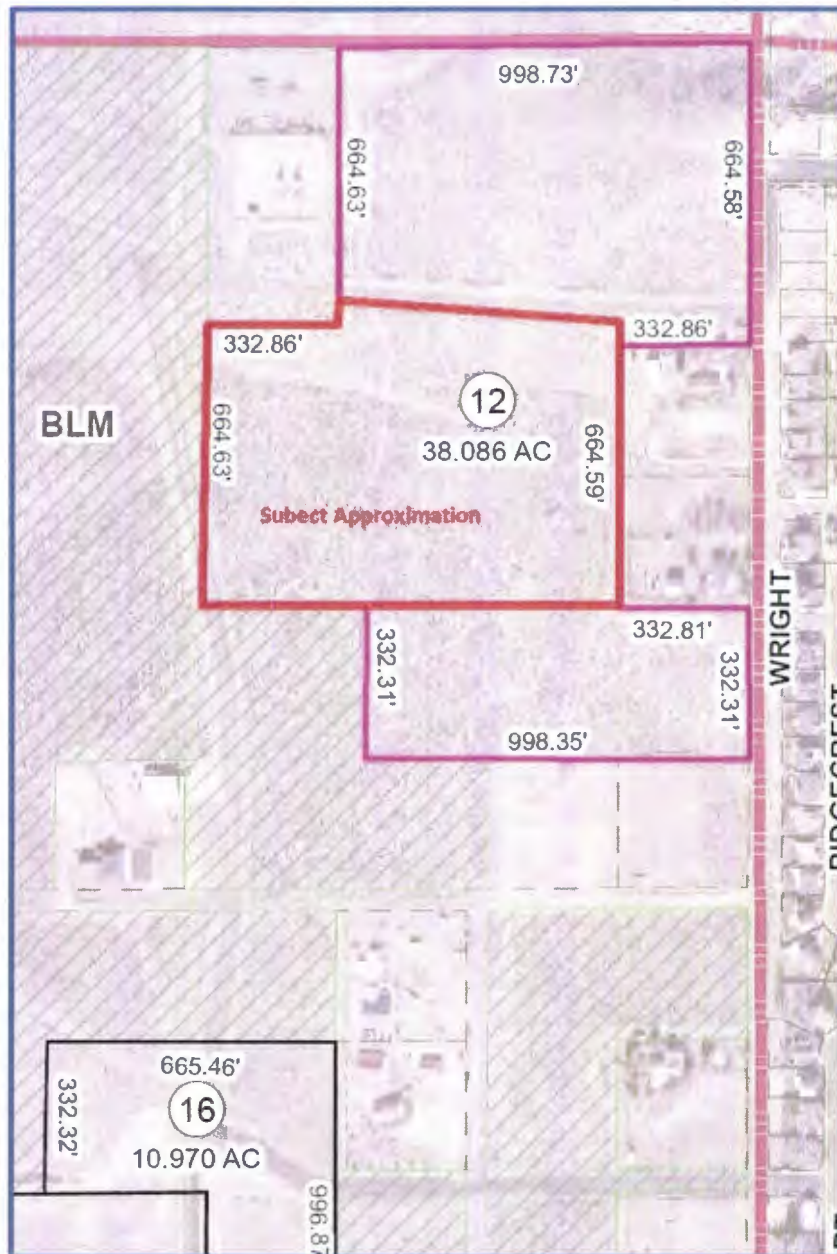
Based upon observation, the appraisers see no detrimental conditions, no environmental issues, no known encroachments, no flood hazards, or other atypical features that could impact marketability.

It is specifically noted in accordance with the UASFLA that there are no known commercially valuable mineral deposits on the proposed subject site. This is based solely upon inspection and observation of the subject, comparable sale data and other sites within the community that were observed. It is also stated unequivocally, that the inspecting appraiser, Phil Ware is not a geologist, geophysicist or mining engineer trained in the knowledge of recognizing or studying soils and formations that may suggest the presence of such, nor were any topical or subterranean studies provided, conducted or reviewed to support my observation and opinion.

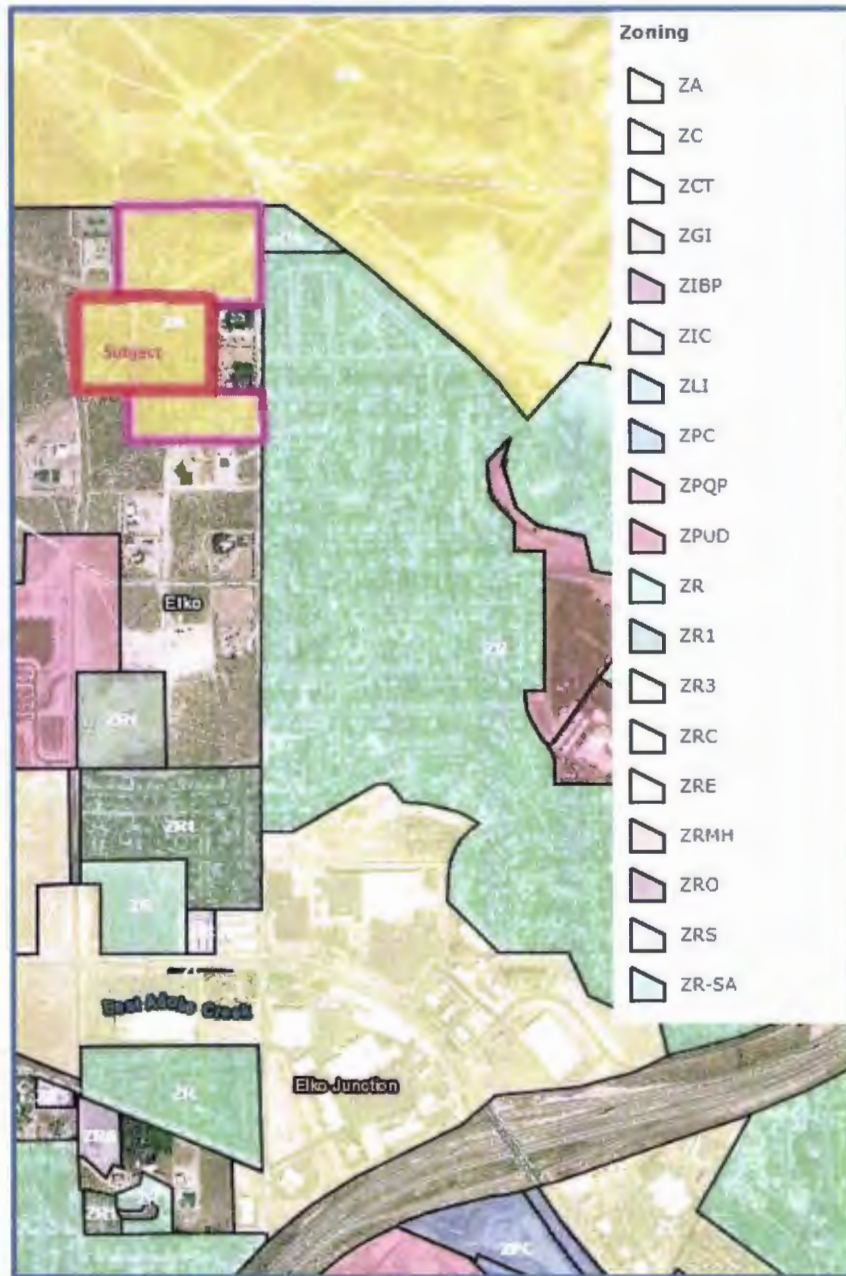
PARCEL MAP WHOLE



PARCEL MAP CLOSE



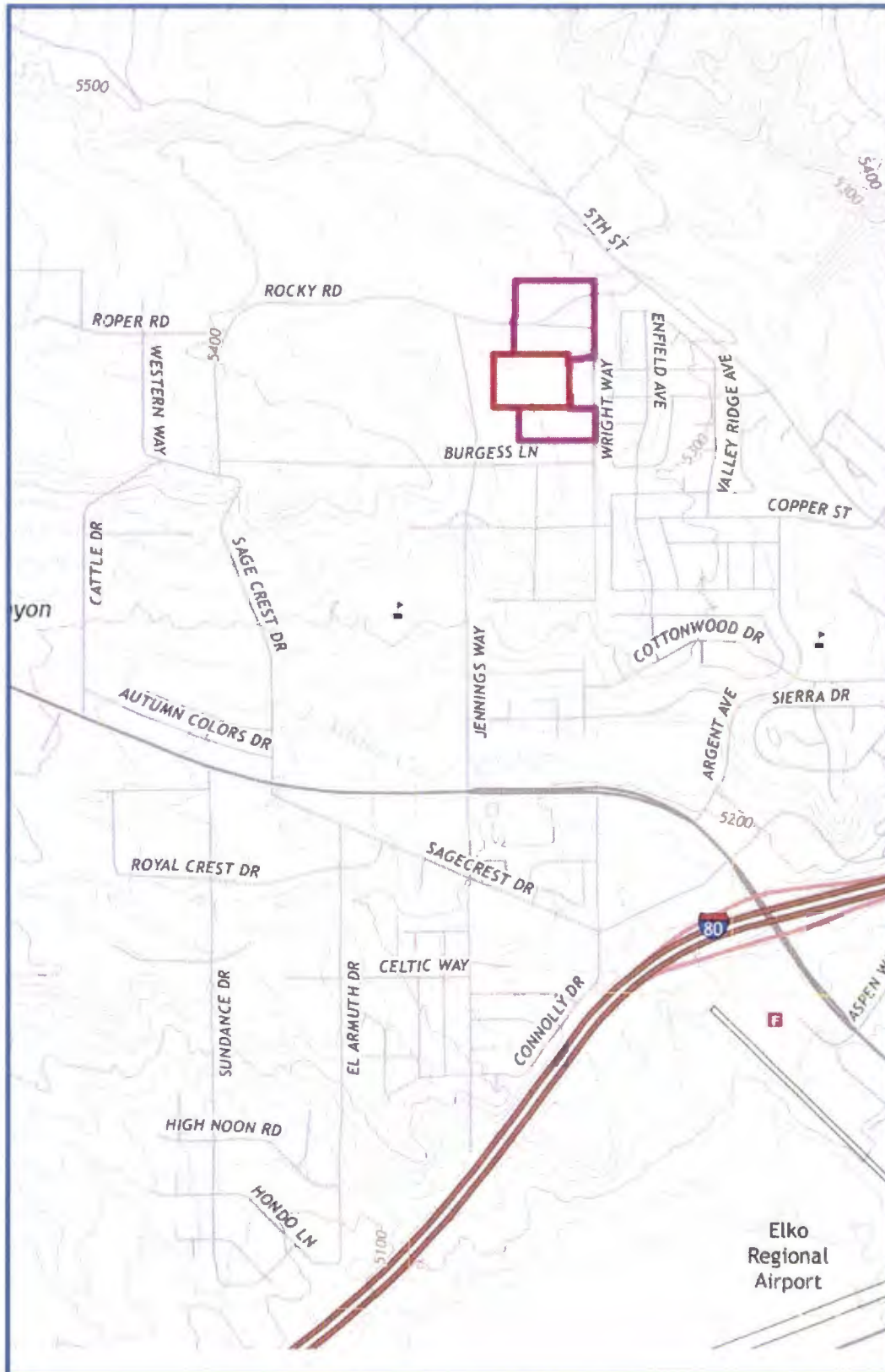
ZONING MAP



FLOOD MAP



TOPOGRAPHIC MAP



Subject Photographs

The camera is facing south, southwest across the subject from the northerly boundary along Rocky Road. Adjacent parcels are in the background, all improved with single family residences on acreage lots. Photo taken by Phil Ware on 5.26.20 at +/- 3:00 pm. There are no improvements or unique features.



The camera is facing west, along northerly boundary along showing Rocky Road. Adjacent parcels are in the background, and to the right. Note the substation on the north side of Rocky Rd. The background is mostly government owned land. Photo taken by Phil Ware on 5.26.20 at +/- 3:00 pm. There are no improvements or unique features.



The camera is facing east, along northerly boundary along showing a fork in Rocky Road. Adjacent parcels are in the background and are single family subdivisions. The subject northerly boundary is on the right. Photo taken by Phil Ware on 5.26.20 at +/- 3:00 pm. There are no improvements or unique features.



This perspective is just west of Wright Way near the southeast corner of the proposed subject. The camera is facing northwest. The subject is in the fore and mid-ground with vacant private and government land in the background. Photo taken by Phil Ware on 5.26.20 at +/- 3:00 pm. There are no improvements or unique features.



Assessment and Tax Data

Assessment Methodology

Property taxes are based upon an appraisal of the property performed by the Elko County Assessor's Office. An appraisal is conducted at least once every five years on properties located within Elko County and the values are updated each year by an index computed by the State of Nevada Department of Taxation.

According to personnel at the Assessor's Office, improved properties are appraised for taxable value based upon the cost approach. This approach to value is performed by estimating the replacement cost new of a property less depreciation of 1.5% per year of effective age, up to a maximum of 75%. Land values are derived from market sales or other recognized appraisal methods and are added to improvement values. Property values are updated every year. State Statute 361.227 indicates that the taxable value of the property must not exceed the current market value. Since the cost approach in some instances may provide an indication higher than current market value, the sales comparison approach and/or income capitalization approach may be used to establish the taxable value of the property. Property taxes are calculated by multiplying 35% of the taxable value by the tax rate.

If a property owner disagrees with the value placed on the property by the Assessor's office, they may discuss the matter with the Assessor's office. If a difference of opinion still exists, the owner may appeal the taxes prior to the deadline of January 15th (unless it falls on a holiday or weekend, then the deadline is the next business day). The matter will then be heard by the County Board of Equalization. If there is still a disagreement, the matter may be appealed to the State Board of Equalization and can further be appealed by taking the case to District Court.

Tax Rates

The Nevada State Legislature passed a law to provide property tax relief to property owners. NRS 361.4723 provides a partial abatement of taxes by applying a 3% cap on the tax bill of the owner's primary residence (single-family house, townhouse, condominium or manufactured home). Only one property may be selected in the State of Nevada as a primary residence. Some rental dwellings that meet the low-income rent limits may also qualify for a 3% cap on the tax bill. A cap of up to 8% on the tax bill will be applied to residences that are not owner occupied. The up to 8% cap would also apply to land, commercial buildings, business personal property, aircraft, etc. New construction or property that has a change of use (zoning change or manufactured home conversion) does not qualify for any cap for the first fiscal year but will receive the 3% or up to an 8% cap starting the next fiscal year.

Assessed Values and Property Taxes

The subject's assessed values, applicable tax rates and total taxes, including direct assessments, are shown in the following table:

Ad Valorem Tax Schedule
Tax Parcel Number: 001-01A-012

Elko County	Actual
Year	2020
Appraised Value	
Land:	\$304,720
Improvements:	\$0
Total:	\$304,720
Per Square Foot:	\$0.00
Assessment Ratio	35.00%
Assessed Value	
Land:	\$106,652
Improvements:	\$0
Total:	\$106,652
Tax Rate	\$0.000000
Millage Rate	per \$100
	Actual
Tax Expense	2020
Total:	\$0
Less Tax Cap:	\$0
Total Taxes:	\$0
Per Square Foot:	\$0.00

Conclusions

According to the Elko County Tax Assessor the subject's property is not taxed as the property is owned by the City of Elko. The market value of the subject property is based on the general assumption that there are no liens or encumbrances on the property.

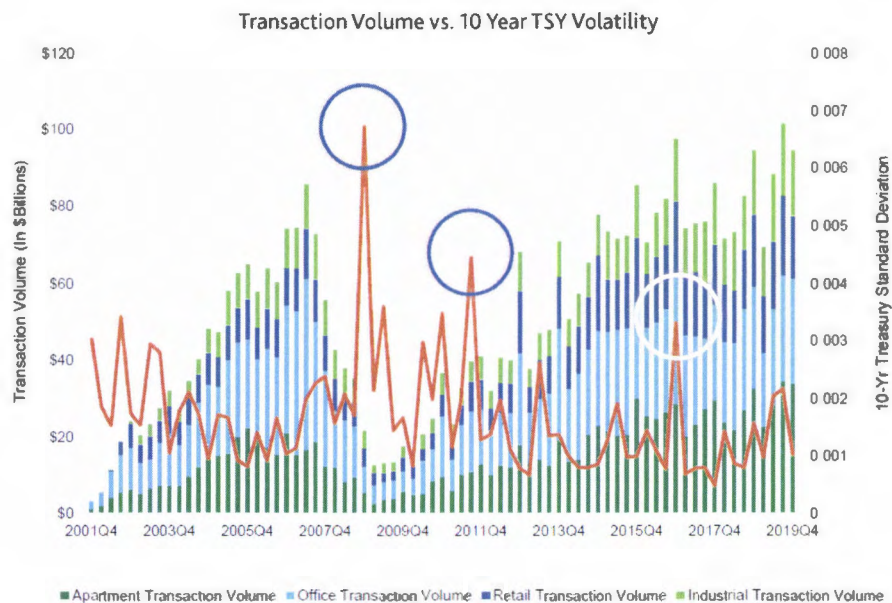
Market Analysis

Financial markets are seeing dramatic impacts due to the novel coronavirus pandemic, and while the pandemic continues to be fought, no metric will be reliable to predict with certainty what value impacts will be. However, using trusted analytics resources we can better understand the ways in which past economic shocks have progressed which will help us better assess true risk associated with a particular RE asset.

This economic crisis is unique from others in that there are shocks to both the supply and demand side. This is exacerbated by record corporate debt in place. According to the Federal Reserve, American non-financial corporate debt has risen to 47% of GDP. In 2009 it was 43%. Two-thirds of non-financial corporate bonds in the US are rated "BBB" or lower.

A 5% drop in national GDP for the first and second quarter of 2020 is all but assured. Higher than 5% is being predicted by some organizations. Based on analysis by Oxford Economics, China's Q1 GDP will show a 5% contraction year over year.

CRE markets are already reporting drops in transaction volumes due to travel restriction, quarantines and "stay at home" orders. Movements in the stock market and interest rates as well as anticipated stimulus packages and legislation are causing many deals in progress to be put on hold while participants try to orient in the new reality. The end date of this period of volatility is impossible to foresee, but a historical picture of the relationship between volatility (as measured by deviations in the 10-Yr Treasury prices) and the transaction volume of commercial real estate from the end of 2001 to the end of 2019 may provide some insight.



The preceding graph shows that transactional volume may drop anywhere from 20 to 40% during periods of extreme volatility.

The National Council of Real Estate Investment Fiduciaries (NCREIF) tracks the values and returns for institutionally owned commercial real estate. NCREIF compared the recession in the early 1990's to the financial crisis that began in 2007-08. They found a 27% decline in values across 40,000 individual office, industrial, retail, multi-family and hotel properties for the 2007-08 period. While this was slightly higher than the 25% value drop during the recession of the early 1990's, the recovery was much quicker. The NCREIF study attributes the faster recovery in values to better data for valuation being available and a desire by investment managers to get the properties in their funds marked to market quickly. The addition of more frequent outside appraisals likely also helped. In the current crisis, we have even more data available (now nearly in real time), as well as stronger analytic models and the benefit of a financial stimulus playbook from which to act more quickly to respond to systemic shocks. This all bodes well for a swift recovery if properly deployed.

Impacts to values will not be consistent across sectors, asset classes and markets. Study and analysis on micro levels is critical. Moreover, the analysis of markets and properties prior to the downturn is important as is the market's vulnerability to recession. The Brookings Institution used Moody's Analytics to identify "most at risk" industry groups, from which it compiled a list of five particularly vulnerable sectors: mining/oil and gas, transportation, employment services, travel arrangements, and leisure/hospitality. The following map illustrates areas most affected by employment in these sectors.

MAP 1

Sunbelt tourist destinations and energy metros stand to be most affected

Share of metro employment in high risk industries, 2019



Source: Zandi, "COVID 19: A Fiscal Stimulus Plan"
(Moody's Analytics, 2020) and Brookings analysis of Emsi
data

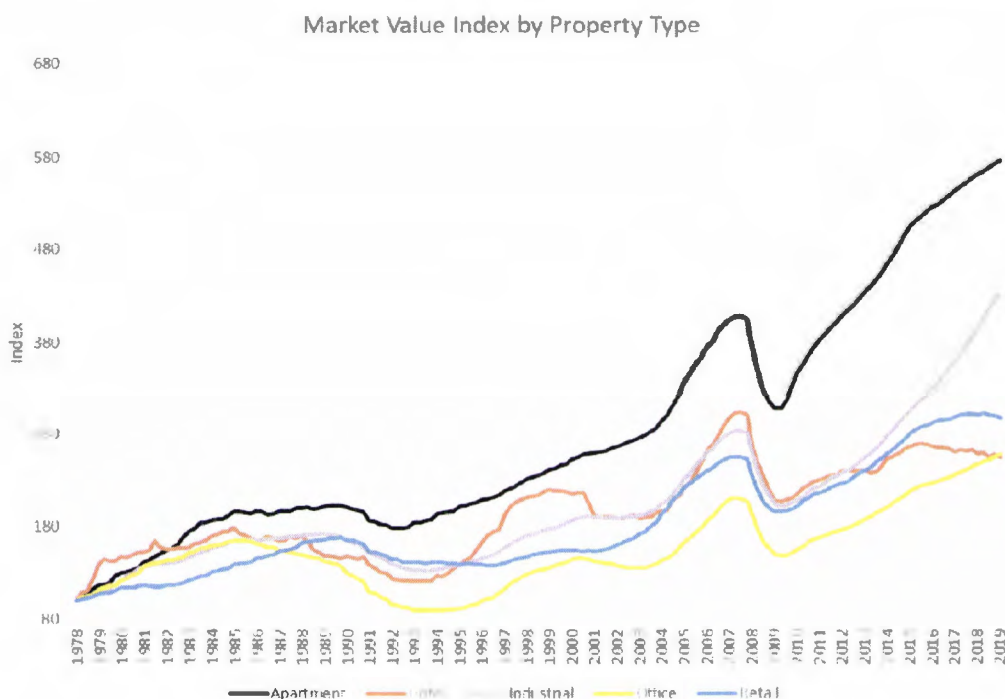
B Metropolitan Policy Program
at BROOKINGS

Property types will also be asymmetrically affected. In the multi-family sector, markets that are oversupplied, or which have a history of rising vacancy or low to flat rent growth are indications of areas that may be harder hit by the new crisis. Markets with volatility in rent growth are still vulnerable, even if vacancy was stable in the past 12 months.

For office and retail properties, Moody's predicts a protracted slump. Office vacancy is expected to peak at 21% in 2021 and remaining close to 20% through 2024. Retail, according to their models, will peak in 2021 at just under 15% vacancy, and gradually improve to 11.5% by 2024. Net absorption drops precipitously in 2020 and 2021 in both sectors, and begins to recover after that. It's important to note that rents and vacancies in both the office and retail sectors track with GDP performance.

Industrial follows the same pattern. Absorption drops in the next 24 months, through 2021, vacancy peaks at just over 14%, and improves to 10% by 2024.

To complement the Moody's predictive modeling, NCREIF published a breakdown of impact on market value by property sector, tracking from 1978 to the end of Q4 2019.



As the graph illustrates, multi-family saw one of the largest value drops in 2007-09, but was also the first to recover, and that recovery was the largest and fastest.

Industrial followed the curve, even surging in recent years.

Hotels never returned to their pre-recession peak, even as the economy as a whole was growing.

Office and retail both recovered around seven years after the low point. Office however, had the second most dramatic drop in value and was last to recover (after hotels). This is likely to repeat in the recovery from this crisis as firms may discover that their employees and clients can be served by work-from-home models, allowing them to consolidate square footage.

Conclusion

The appraisers are of the opinion, and supported by macro-economic and micro-economic factors, primarily the current good health and growth prospects for the mining industry that the local community will continue to experience solid growth in all facets of the real estate sector. The reader should keep in mind however, that growth in a smaller community does not keep pace with larger metropolitan areas, just to keep a proper perspective. Holding periods for example can be lengthy, in spite of a healthy growth rate.

Highest and Best Use

The Highest and Best Use of a property is the use that is legally permissible, physically possible, and financially feasible which results in the highest value. An opinion of the highest and best use results from consideration of the criteria noted above under the market conditions or likely conditions as of the effective date of value. Determination of highest and best use results from the judgment and analytical skills of the appraiser. It represents an opinion, not a fact. In appraisal practice, the concept of highest and best use represents the premise upon which value is based.

Analysis of Highest and Best Use As Though Vacant

The primary determinants of the highest and best use of the property As Though Vacant are the issues of (1) Legal permissibility, (2) Physical possibility, (3) Financial feasibility, and (4) Maximum productivity.

Legally Permissible

The subject site is zoned ZA, Agricultural-recreational which controls the general nature of permissible uses but is appropriate for the location and physical elements of the subject property, providing for a consistency of use with the general neighborhood. The Agricultural-Recreational District is intended to provide for commercially operated dude ranching, resorts, and other commercial recreation activities but also including agricultural operations, farming and animal raising. It is also intended to provide areas for the development of "residential ranches" or vacation homes in a primary ranch type setting. Permitted uses include: single family dwelling not to exceed one unit on each parcel of land, lodge, with gaming and entertainment, dude ranches, ski facilities, golf courses, parks, playgrounds, campgrounds, customary accessory uses and buildings, and home occupations. The location of the subject property is appropriate for the uses allowed, as noted previously, and a change in zoning is not unlikely based upon the following discussion.

To reiterate the zoning discussion, the zoning comments and observations were "the current zoning code is adequate for the highest and best use determination. According to the City Engineer, "the City's Land Use Master Plan shows this area as medium density residential. This would be 4 – 8 units per acre, with minimum lot sizes of 6,000 SF, much like the development to the east." The existing zoning map indicates that it is located in an area designated "Agricultural", however Master Plan updates identify this area as both stable and in transition. Further, a Proposed Master Plan update designates the subject as Residential - High Density. The appraisers conclude that the City Engineer speaks with authority and accurately. This opinion conclusion is consistent with the concluding remarks of the Highest and Best Use Section. An appropriate question is whether the City Authorities will allow a cemetery within this district. Inasmuch as the legal ownership is vested in the City of Elko, we think it a rhetorical question. We don't think the site would be subject to an appraisal by the "VA" if the City of Elko was unwilling to allow the cemetery as an alternate use. A local broker participated in the site selection by the VA, it is public knowledge, therefore the appraisers conclude with city authority's interpretations in spite of some published minor discrepancies in allowable uses by Master Plan updates. The appraisal proceeds under the conclusion that the city will allow the proposed use and is not opposed to it. This is not considered an extraordinary assumption.

There are no known easements, encroachments, covenants or other use restrictions that would unduly limit or impede development, through police power or deed restriction. City officials concurred and did not identify any potential for modification or change for the vicinity.

Physically Possible

The physical attributes allow for a number of potential uses. Elements such as size, shape, availability of utilities, known hazards (flood, environmental, etc.), and other potential influences are described in the Site Description and have been considered. There are no items of a physical nature which would adversely impact development with the legal permitted uses. Compared to many infill sites in the community, the subject does not have the topography issues that the competition has.

Financially Feasible

The probable use of the site for residential subdivision development conforms to the pattern of land use in the market area. A review of published yield, rental and occupancy rates suggest that there is a balanced to marginally short supply and demand is sufficient to support construction costs and ensure timely absorption of additional inventory in this market. Therefore, near-term speculative development of the subject site is financially feasible.

Maximally Productive

Among the financially feasible uses, the use that results in the highest value (the maximally productive use) is the highest and best use. Considering these factors, the maximally productive use as though vacant is to develop a medium density single family residential project use.

Conclusion of Highest and Best Use As Though Vacant

The conclusion of the highest and best use As Though Vacant is for develop a medium density single family residential project use, per the City Engineer's office.

Most Probable Buyer

As of the date of value, the most probable buyer of the subject property is a homebuilder.

Land Valuation

Methodology

Site Value is most often estimated using the sales comparison approach. This approach develops an indication of market value by analyzing closed sales, listings, or pending sales of properties similar to the subject, focusing on the difference between the subject and the comparables using all appropriate elements of comparison. This approach is based on the principles of supply and demand, balance, externalities, and substitution, or the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership.

The process of developing the sales comparison approach consists of the following analyses: (1) researching and verifying transactional data, (2) selecting relevant units of comparison, (3) analyzing and adjusting the comparable sales for differences in various elements of comparison, and (4) reconciling the adjusted sales into a value indication for the subject site.

Unit of Comparison

The unit of comparison depends on land use economics and how buyers and sellers use the property. The unit of comparison in this analysis is per gross square foot.

Elements of Comparison

Elements of comparison are the characteristics or attributes of properties and transactions that cause the prices of real estate to vary. The primary elements of comparison considered in sales comparison analysis are as follows: (1) property rights conveyed, (2) financing terms, (3) conditions of sale, (4) expenditures made immediately after purchase, (5) market conditions, (6) location and (7) physical characteristics.

Comparable Sales Data

To obtain and verify comparable sales of vacant land properties, we conducted a search of public records, field surveys, interviews with knowledgeable real estate professionals in the area, and a review of our internal database.

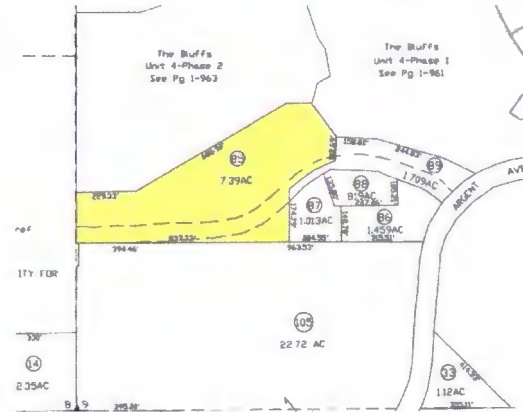
We included seven sales in our analysis, as these sales were judged to be the most comparable to develop an indication of market value for the subject property. Unfortunately, all the sales are not recent transactions; therefore, the appraisers had to carefully consider the market conditions that have transpired since the sale dates. There have been multiple real estate and mining industry cycles since the older sale data transferred. The appraisers will utilize sale/re-sale data in their estimate of long-term growth or appreciation rates.

The following is a table summarizing each sale comparable and a map illustrating the location of each in relation to the subject. Details of each comparable follow the location map.

Land Sales Summary

Comp. No.	Date of Sale	Gross Sq. Ft.	Location		Zoning	Proposed Use	Sales Price Actual	Per Sq. Ft.
1	March-12	321,908	250 Bluffs Ave	Elko, Nevada	C	Apartment Units	\$495,000	\$1.54
2	July-12	585,882	2642 E Jennings Way	Elko, Nevada	ZR1	Proposed Apartment Complex	\$820,000	\$1.40
3	January-13	803,682	8899 Copper St	Elko, Nevada	R	Apartment Units	\$1,248,400	\$1.55
4	April-15	594,812	4216 Ruby Vista Dr	Elko, Nevada	IBP	N/A	\$1,250,000	\$2.10
5	December-16	686,506	2901 Ruby Vista Dr	Elko, Nevada	ZIC	N/A	\$982,500	\$1.43
6	January-19	349,351	0 Celtic Way (NEC El Armuth Drive)	Elko, Nevada	ZR1	Unknown	\$365,000	\$1.04
7	March-20	426,017	Northeast corner of College Parkway and Ruby Vista	Elko, Nevada	ZCT	Unknown	\$824,500	\$1.94

COMPARABLE SALES MAP

This property sold on March 16, 2012 for a recorded consideration of \$495,000, according to the Elko County Assessor, after 344 days on market. The Seller was Pacific Ridge Elko Argent, LLC and the Buyer was Willis Springs, LLC. This sale was confirmed with a Deputy Assessor, Dennis DeArrieta on 8/13/14 by Rosa Haley.

LAND COMPARABLE 2



Location Data

Address 2642 E Jennings Way
Location Description NEC of Ruby Vista Dr and Jennings Way
City, County Elko, Elko County
State, Zip Nevada 89801

Latitude, Longitude 40.855342, -115.749915
TaxID/APN 001-564-002

Sales Data

Grantor SA Group Properties, Inc.
Grantee Ruby Vista Dr Investors, LLC
Sale Date 07-03-2012
Sale Status Closed
Document # 658408
Property Rights Fee Simple
Financing Assumed All Cash to Seller
Conditions of Sale Arm's Length
Marketing Time Not Available

Sale Price \$820,000 \$1.40/sf
Financing Terms \$0
Conditions of Sale \$0
Expenditures After Purchase \$0
Non Realty Items \$0
Adjusted Sale Price \$820,000 \$1.40/sf
 \$60,967.00/ac

Verification

Confirmed With Dennis DeArrieta - Deputy Assessor at Elko County Assessor's Office and Elko County Records

Confirmed By Rosa Haley

Physical Data

Land Size 585,882 sf/13.45 acres
Usable Land 585,882 sf/13.45 acres
Zoning Code ZR1
Zoning Description Mixed-Use
Topography Rough graded, level, above street grade
Flood Zone Zone X (unshaded)
Shape Narrow - elongated
Utilities All utilities are to the site.

Access Good
Signalization No
Primary Frontage 1,320' Jennings Way
Secondary Frontage N/A' Ruby Vista Drive
Parcel Type Corner
Off-sites All offsites have been completed.
On-site Improvements As of the sale date, the site consisted of raw, undeveloped land in a neighborhood of vacant commercial and residential lots.
Easements/Encumbrances Unknown
Environmental Unknown

Property Description

This property is located at the northeast corner of Jennings Way and Ruby Vista Drive. The site has been partially improved with multi-family development within a diverse, mixed-use neighborhood. This sale was confirmed by Rosa Haley on 8/13/14 with a Deputy Assessor, Dennis DeArrieta.

Sale Remarks

According to the Deputy Assessor, this property was an arm's length transaction that sold at market levels. The owners had plans on constructing an apartment complex for miners on this site. It is unknown as to when this project might be constructed..

LAND COMPARABLE 3



Location Data

Address	8899 Copper St	Latitude, Longitude	40.848723, -115.781038
Location Description	near Copper Street and North 5th Street intersection.	TaxID/APN	001-610-106, 001-610-108
City, County State, Zip	Elko, Elko County Nevada 89801		

Sales Data

Grantor	David E. Morgan, INC.	Sale Price	\$1,248,400	\$1.55/sf
Grantee	Elko Development Partners LLC.			\$67,664.00/ac
Sale Date	01-01-2013	Financing Terms	\$0	
Sale Status	Closed	Conditions of Sale	\$0	
Document #	666511	Expenditures After Purchase	\$0	
Property Rights	Fee Simple	Non Realty Items	\$0	
Financing	Assumed All Cash to Seller	Adjusted Sale Price	\$1,248,400	\$1.55/sf
Conditions of Sale	Arm's Length			\$67,664/ac
Marketing Time	Unknown			

Verification

Confirmed With	Public Records; Deed; Listing Broker- Luke Fitzgerald	Confirmed By	Annika Usgaard and Phil Ware
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Physical Data

Land Size	803,682 sf/18.45 acres	Access	Fair, no developed streets on-site
Usable Land	803,682 sf/18.45 acres	Signalization	No
Zoning Code	R	Primary Frontage	860' Copper Street
Zoning Description	Residential	Secondary Frontage	865' Mittry Avenue
Topography	Rolling to Sloping	Parcel Type	Interior
Flood Zone	Zone X	Off-sites	Southwesterly and southeasterly sides are developed subdivisions.
Shape	Generally Rectangular	On-site Improvements	Raw land, with steep slopes downward from west to east.
Utilities	All in place in adjacent subdivisions on easterly and westerly sides	Easements/Encumbrances	No
		Environmental	No

Property Description

The property is located in Elko, NV near the Copper Street and North 5th Street intersection very near the subject site. This location is approximately 2-blocks southeast of the subject. It is an active single family area having both new and older single-family homes as well as multi-family developments. These lots are raw acreage with steep slopes down to the bottom at Mittry Avenue. Copper Street dead ends at the site's westerly corner and Mittry Avenue dead ends near the easterly corner. This sale was confirmed by the current Listing Broker.

Sale Remarks

This property sold on January 1, 2013 for a recorded consideration of \$1,248,400, according to the Elko County Assessor, after an unknown amount of time on market. The Seller was David E. Morgan, Inc. and the Buyer was Elko Development Partners LLC. The Seller was represented by James Winer of Coldwell Banker Algerio/Q-Team Realty.

LAND COMPARABLE 4



Location Data

Address 4216 Ruby Vista Dr
Location Description along Ruby Vista Drive in between El Dorado Drive and Statice Street with visibility along Interstate 80.
City, County Elko, Elko County
State, Zip Nevada 89801

Latitude, Longitude 40.867512, -115.735865
TaxID/APN 001-860-112

Sales Data

Grantor Ablah Elko, LLC
Grantee Sierra Pacific Power Company
Sale Date 04-20-2015
Sale Status Closed
Document # 697262
Property Rights Fee Simple
Financing Assumed All Cash to Seller
Conditions of Sale Arm's Length
Marketing Time N/A

Sale Price \$1,250,000 \$2.10/sf
Financing Terms \$0
Conditions of Sale \$0
Expenditures After Purchase \$0
Non Realty Items \$0
Adjusted Sale Price \$1,250,000 \$2.10/sf
 \$91,542.00/ac

Verification

Confirmed With Public Records; Deed; Nevada Power could not be reached in May 2020.

Confirmed By Ilan Banner and Phil Ware

Physical Data

Land Size 594,812 sf/13.66 acres
Usable Land 594,812 sf/13.66 acres
Zoning Code IBP
Zoning Description Commercial/Transportation/Utility of a Local Nature
Topography Rough graded, level, above street grade
Flood Zone X (Unshaded)
Shape Narrow - elongated
Utilities All utilities are to the site

Access Average to Good
Signalization No
Primary Frontage 472' Ruby Vista Drive
Secondary Frontage 0' No Secondary Frontage
Parcel Type Mid-Block
Off-sites Paved road.
On-site Improvements Raw land, finish grade. Southerly corner of site receives some drainage from adjacent residential subdivision.
Easements/Encumbrances No
Environmental No

Property Description

The property is located in Elko, NV along Ruby Vista Drive in between El Dorado Drive and Statice Street with visibility along Interstate 80. Multiple tries to reach Nevada Power in Elko and Las Vegas failed to get through.

Sale Remarks

The +/- 13.66-acre parcel was purchased from Ablah Elko, LLC by Sierra Pacific Power Company in April of 2015 for a recorded consideration of \$1,250,000.

LAND COMPARABLE 5



Location Data

Address	2901 Ruby Vista Dr	Latitude, Longitude	40.860115, -115.746685
Location Description	the northwest side of Ruby Vista Dr in the City of Elko, Nevada.	TaxID/APN	001-564-011
City, County State, Zip	Elko, Elko County Nevada 89801		

Sales Data

Grantor	YOSAMY, LLC	Sale Price	\$982,500	\$1.43/sf
Grantee	Southwest Gas Corporation			\$62,341.00/ac
Sale Date	12-20-2016	Financing Terms	\$0	
Sale Status	Closed	Conditions of Sale	\$0	
Document #	719635	Expenditures After Purchase	\$0	
Property Rights	Fee Simple	Non Realty Items	\$0	
Financing	Assumed All Cash to Seller	Adjusted Sale Price	\$982,500	\$1.43/sf
Conditions of Sale	Arm's Length			\$62,341/ac
Marketing Time	N/A			

Verification

Confirmed With	Public Records; Deed	Confirmed By	Ilan Banner
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Physical Data

Land Size	686,506 sf/15.76 acres	Access	Average
Usable Land	686,506 sf/15.76 acres	Signalization	No
Zoning Code	ZIC	Primary Frontage	637' Ruby Vista Dr
Zoning Description	Industrial Commercial	Secondary Frontage	0' None
Topography	Rough graded, level, above street grade	Parcel Type	Mid-Block
Flood Zone	Zone X	Off-sites	Asphalt paved street improvements to the southeast of the site.
Shape	Irregular shaped but not so much as to hinder development	On-site Improvements	The site was vacant land with no site improvements at the time of sale.
Utilities	All are to site	Easements/Encumbrances	Unknown
		Environmental	No

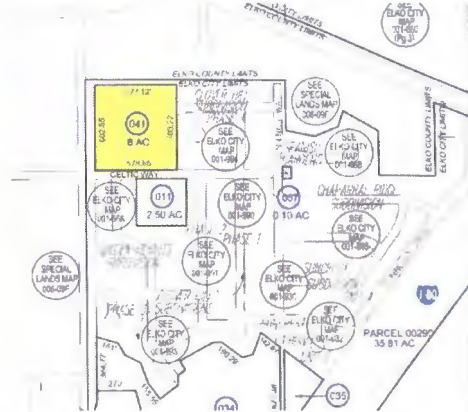
Property Description

This sale comparable is an arms length transaction that conforms to the definition of a market sale. Multiple calls to Nevada Power in Elko and Las Vegas failed to get a response. Confirmation was through the Declaration of Value only. Principles/Sellers of YOSAMY LLC could not be located in Las Vegas or Rancho Cucamonga. This location is a mixed-use district having congregate care, hotel, single family residential, and commercial uses along the corridor.

Sale Remarks

This +/- 15.76-acre parcel was purchased by Southwest Gas Corporation from YOSAMY, LLC in December of 2016 for a reported consideration of \$982,500.

LAND COMPARABLE 6



Location Data

Address	0 Celtic Way (NEC El Armuth Drive)	Latitude, Longitude	40.834231, -115.802520
Location Description	the north side of Celtic Way in the City of Elko, Nevada.	TaxID/APN	001-660-041
City, County	Elko, Elko County		
State, Zip	Nevada 89801		

Sales Data

Grantor	Board of Trustees of the Elko County School District	Sale Price	\$365,000	\$1.04/sf
Grantee	Bailey & Associates, LLC	Financing Terms	\$0	\$45,511.00/ac
Sale Date	01-22-2019	Conditions of Sale	\$0	
Sale Status	Closed	Expenditures After Purchase	\$0	
Document #	750907	Non Realty Items	\$0	
Property Rights	Fee Simple	Adjusted Sale Price	\$365,000	\$1.04/sf
Financing	Assumed All Cash to Seller			\$45,511/ac
Conditions of Sale	Arm's Length			
Marketing Time	Unknown			

Verification

Confirmed With	Public Records; Deed	Confirmed By	Ilan Banner
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Physical Data

Land Size	349,351 sf/8.02 acres	Access	Average
Usable Land	349,351 sf/8.02 acres	Signalization	No
Zoning Code	ZR1	Primary Frontage	579' Celtic Way
Zoning Description	One- and two-family residence	Secondary Frontage	603' El Armuth Drive
Topography	Natural uneven desert	Parcel Type	Mid-Block
Flood Zone	Zone X	Off-sites	Paved, asphalt street to the south of the site.
Shape	Rectangular	On-site Improvements	The site is vacant land and there are no site improvements.
Utilities	in adjacent streets	Easements/Encumbrances	Unknown
		Environmental	No

Property Description

The site consists of one parcel of vacant, unimproved land, zoned Residential Single-Family (ZR1); totaling approximately 8.02 acres. This sale was confirmed with Doug Bailey in May 2020 by Phil Ware. This location has homes with acreage to the west and medium density homes to the east. The slope here is down from west to east. The grade requires extra development costs associated with retaining walls on site. This resulted in a slightly lower price level for this site. Pavement ends at the southwesterly corner of the site. The northerly side of this site is steeply sloped from north to south.

Sale Remarks

The site was purchased from the Board of Trustees of the Elko County School District by Bailey & Associates, LLC in January of 2019 for a recorded consideration of \$365,000.

LAND COMPARABLE 7



Location Data

Address Northeast corner of College Parkway and Ruby Vista

Location Description the northeast corner of College Pkwy and Ruby Vista Dr in Elko, Nevada

City, County State, Zip Elko, Elko County Nevada 89801

Latitude, Longitude 40.845980, -115.769871

TaxID/APN 001-620-058

Sales Data

Grantor MRP, LLC

Grantee Elko Institute for Academic Achievement

Sale Date 03-03-2020

Sale Status Closed

Document # 000000698999

Property Rights Fee Simple

Financing Assumed All Cash to Seller

Conditions of Sale Arm's Length

Marketing Time 88

Sale Price \$824,500 \$1.94/sf \$84,305.00/ac

Financing Terms \$0

Conditions of Sale \$0

Expenditures After Purchase \$0

Non Realty Items \$0

Adjusted Sale Price \$824,500 \$1.94/sf \$84,305/ac

Verification

Confirmed With Public Records; Deed

Confirmed By Ilan Banner

Physical Data

Land Size 426,017 sf/9.78 acres

Usable Land 426,017 sf/9.78 acres

Zoning Code ZCT

Zoning Description Commercial

Topography Rough graded, level, above street grade

Flood Zone Zone X

Shape Irregular shaped but not so much as to hinder development

Utilities All utilities to site

Access Average

Signalization No

Primary Frontage 520' College Pkwy

Secondary Frontage 1,380' Ruby Vista Dr

Parcel Type Corner

Off-sites Asphalt paved streets to the south and west of the property.

On-site Improvements The site was a vacant undeveloped land at the time of sale and there were no site improvements.

Easements/Encumbrances Unknown

Environmental No

Property Description

The property is located at the northeast corner of College Pkwy and Ruby Vista Dr in Elko, Nevada. It consists of a single vacant, unimproved parcel of land totaling approximately 9.78 acres and is zoned ZCT - Commercial. The buyer will construct a Charter School campus on-site. This sale was confirmed by the seller in May 202 by Phil Ware.

Sale Remarks

This +/- 9.78-acre parcel was purchased from MRP, LLC by Elko Institute for Academic Achievement in March of 2020 for a recorded consideration of \$824,500.

Land Sales Comparison Analysis

When necessary, adjustments were made for differences in various elements of comparison, including property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, location, and other physical characteristics. If the element in comparison is considered superior to that of the subject, we applied a negative adjustment. Conversely, a positive adjustment was applied if inferior. A summary of the elements of comparison follows.

Transaction Adjustments

Transaction adjustments include (1) real property rights conveyed, (2) financing terms, (3) conditions of sale and (4) expenditures made immediately after purchase. These items, which are applied prior to the market conditions and property adjustments, are discussed as follows:

Real Property Rights Conveyed

Real property rights conveyed influence sale prices and must be considered when analyzing a sale comparable. The appraised value and sale comparables all reflect the fee simple interest with no adjustments required.

Financing Terms

The transaction price of one property may differ from that of an identical property due to different financial arrangements. Sales involving financing terms that are not at or near market terms require adjustments for cash equivalency to reflect typical market terms. A cash equivalency procedure discounts the atypical mortgage terms to provide an indication of value at cash equivalent terms. All of the sale comparables involved typical market terms by which the sellers received cash or its equivalent and the buyers paid cash or tendered typical down payments and obtained conventional financing at market terms for the balance. Therefore, no adjustments for this category were required.

Conditions of Sale

When the conditions of sale are atypical, the result may be a price that is higher or lower than that of a normal transaction. Adjustments for conditions of sale usually reflect the motivations of either a buyer or a seller who is under duress to complete the transaction. Another more typical condition of sale involves the downward adjustment required to a comparable property's for-sale listing price, which usually reflects the upper limit of value. No adjustments for atypical conditions or for-sale listings were warranted. The appraisers found no atypical conditions therefore no adjustments were applied to the comparable data.

Expenditures Made Immediately After Purchase

A knowledgeable buyer considers expenditures required upon purchase of a property, as these costs affect the price the buyer agrees to pay. Such expenditures may include: costs to demolish and remove any portion of the improvements, costs to petition for a zoning change, and/or costs to remediate environmental contamination.

The relevant figure is not the actual cost incurred, but the cost anticipated by both the buyer and seller. Unless the sales involved expenditures anticipated upon the purchase date, no adjustments to the

comparable sales are required for this element of comparison. The parties to these transactions did not anticipate expenditures were required immediately after purchase; therefore, no adjustments were warranted. Inasmuch as this analysis is of raw land with a highest and best use as single family subdivision, anticipated development costs do not constitute a required adjustment.

Market Conditions Adjustment

Market conditions change over time because of inflation, deflation, fluctuations in supply and demand, or other factors. Changing market conditions may create a need for adjustment to comparable sale transactions completed during periods of dissimilar market conditions.

The age of the comparable data is a primary concern of the appraisers. More recent transactions of a comparable nature were not discovered. As suggested earlier, adjustments are forthcoming and the best support is believed from sale/re-sale information over a long time interval. As the real estate and business cycles ebb and flow over a lengthy period, the actual rate of appreciation or decline is much more conservative, than changes measured over short terms. Holding periods, marketing time, or exposure time are not required by the UASFLA, by definition, however some have been observed during research to be lengthy. This we believe adds justification for the use of older sale data.

To support our adjustment, we offer the following sale/re-sale data as reported by the assessor's deed records.

001-610-085

Year	Document #	Document Type	Sale Date	Sold By	Sold To	Price
2012	653193		3/16/2012	PACIFIC RIDGE ELKO ARGENT LLC	WILLIS SPRINGS LLC	\$495,000
2007	582699		10/3/2007	GREAT BASIN PROPERTIES	PACIFIC RIDGE ELKO ARGENT LLC	\$450,000

- ◆ Time: 1,626-days / 4.5-yr / 53.5-mo
- ◆ %: 10.0%
- ◆ %/Yr: 2.2%
- ◆ %/Mo: 0.2%

End of Period: 03.16.2012 from 10.03.2007 / St. Line Basis

001-620-058 (Comp #7)
Sales History

Year	Document #	Document Type	Sale Date	Sold By	Sold To	Price
2020	766020	DEED GRANT BARGAIN SALE	3/3/2020	MRP LLC	ACADEMIC ACHIEVEMENT INSTITUTE FOR ELKO	\$824,500
2015	698999		6/2/2015	METHODIST CHURCH, THE UNITED	MRP LLC	\$730,000

- ◆ Time: 3,736-days / 4.76-yr / 57.1-mo
- ◆ %: 12.9%
- ◆ %/Yr: 2.7%
- ◆ %/Mo: 0.23%

End of Period: 03.03.2020 from 06.02.2015 / St. Line Basis

005-51d-032

Year	Document #	Document Type	Sale Date	Sold By	Sold To	Price
2020	766175	DEED GRANT BARGAIN SALE	3/9/2020	ROYCE HACKWORTH	ARNOLD BECK CONSTRUCTION INC	\$66,500
1996	939807		5/29/1996		ROYCE L & TAMARA HACKWORTH	\$47,900

- ◆ Time: 8,685-days / 23.79-yr / 285.5-mo
- ◆ %: 38.8%
- ◆ %/Yr: 1.63%
- ◆ %/Mo: 0.136%

End of Period: 3.09.2020 from 05.29.1996 / St. Line Basis

Other sales considered but rejected covered different time intervals and were more representative of spikes or sharp declines in price levels. These appear to be consistent appreciation rates over long-term holding periods therefore are considered more reliable indicators.

Discussions with market participants and a review of market data indicated overall market conditions for vacant land properties have been improving with recent transactions confirming this long-term trend. As such, we applied an adjustment to each comparable based on a factor of 2.5% per year.

Property Adjustments

Property adjustments are usually expressed quantitatively as percentages or dollar amounts that reflect the differences in value attributable to the various characteristics of the property. In some instances, however, qualitative adjustments are used. These adjustments are based on locational and physical characteristics and are applied after transaction and market conditions adjustments.

Our reasoning for the property adjustments made to each sale comparable follows. The discussion analyzes each adjustment category deemed applicable to the subject property.

Location

Location adjustments may be required when the locational characteristics of a comparable property are different from those of the subject property. These include, but are not limited to, general neighborhood characteristics, freeway accessibility, street exposure, corner versus interior lot location, neighboring properties, view amenities, and other factors. The subject property is located along Rocky Road and Jennings Way, each providing average access and visibility for the neighborhood.

We opine that Sale 1 should be adjusted downward by 10%. The neighborhood is well located relative to the predominate shopping district and we share the opinion that as a buffer site for higher density residential use the nearby shopping district is not as detrimental to higher density improvements. The adjustment is believed justified by the price level attained.

Sale 2 is also adjusted downward by 10%. It is observed by price level and by trends that this mixed-use corridor commands a premium all else being equal. It should be clearly stated that the data located on this corridor is believed applicable as sale comparables because of the nature and character of the corridor. We cite the examples of multi-family residential and single family residential being adjacent to or one lot removed from commercial land uses. This is a unique corridor having little segregation between diverse land uses. Price levels are also very similar to price levels of single-family development land. For these reasons we elect to utilize sales in this corridor. We also recognize that the corridor is logically a superior location to the subject location being dominated by vacant land and single-family subdivisions. Therefore Sales 2, 4, 5, and 7 receive the same adjustment magnitude, a downward adjustment of 10%.

For Sale 3 no adjustment is believed warranted. It is closest in distance and character to the subject location and highest and best use.

Sale 6 is an infill lot considered competitive to the subject and is unadjusted.

Size

The size adjustment addresses variance in the physical size of the comparables and that of the subject, as a larger parcel typically commands a lower price per unit than a smaller parcel. This inverse relationship is due, in part, to the principle of "economies of scale." This can work in reverse if smaller parcels have less utility due to smaller size.

The subject property consists of 15.40 gross acres (670,824 gross square feet), and 15.40 acres (670,824 square feet) of useable land area. The sales range in size from 321,908 to 803,682 square feet and required size adjustments. We checked unadjusted and adjusted values and saw no consistent pattern develop as a result of size considerations.

Shape/Depth

The subject site consists of a rectangular and irregularly-shaped tract considered similar enough to the land sales to not warrant an adjustment for this category. It should be stated the appraisers took a long look at Sale 2 and Sale 4 for their elongated shape. Neither sale appeared to be penalized by their unit price level when compared to the other sale data. Especially Sale 4's analysis, an unadjusted unit value among the highest unit values in the data set indicated to us that its elongated shape was not a factor when considering unit value.

Corner Exposure

Tracts with major street influence tend to bring higher prices than otherwise comparable secondary street locations. Additionally, tracts featuring corner influence typically command higher prices in the market place, as opposed to interior locations. For retail users, the hard corner of an intersection may be marketed to a fairly large pool of small users (e.g. service stations, fast food restaurants, etc.) for sale. There can be opposing influences as well. Subdivision sites may not consider a hard corner location a desirable amenity.

The proposed subject site has a hard corner location, but the traffic is only local from residential neighborhoods. The appraisers found no clear pattern when comparing existing street corners, future street corners and mid-block or interior corner sites. No adjustments were made for corner or future corner locations.

Frontage

The subject property features good frontage characteristics. The data was charted to check for a pattern or a trend using unit value versus a ratio of size to front feet. There did appear to be a minor inverse relationship within the data, i.e. smaller ratios sold for higher unit price levels on an unadjusted unit value basis. Closer examination revealed that one sale basically set the trend line into this pattern and this is not sufficient to justify an adjustment. No adjustments were applied.

Utilities

The subject property does not have wet utilities available on the date of value. All of the sale data have wet and dry utilities readily available in adjacent streets. Given that all the sale data are superior, the unknown expense magnitude to extend the offsite utilities to the subject and the well-known fact that offsite development is expensive, some adjustment is applicable to all the sale data. One person interviewed with development experience thought that an offset with topography would be generally equivalent. Topography adjustments ranged from zero to fifteen percent inferior, a significant range. Our opinion is that offsite extensions are frequently underestimated, i.e. the expense is likely to be above budget. The other side of the consideration is that water and sewer are located in Wright Way, and there are two residences on the west side of Wright Way adjacent to the subject. We concluded to use a magnitude of minus five percent (superior) to be applied to all the sale comparable data based upon the risk that pulling services from adjacent residences may or may not be adequate for the subject's highest and best use. Some recognition of this risk is recognized within the adjustment. A further consideration of risk reduction is the fact that all future improvements are the responsibility of the proposed property ownership, to be clear. Thus, the buyer knows that offsite development will not

be provided by the city, i.e. there is no misunderstanding, or risk to the VA. The purchase price is "as is" and no offsite development is provided.

Topography

The proposed subject's topography is rolling with a natural drainage arroyo west to east across the northern sector of the site. We don't think it a problem to re-channel this shallow natural drainage. Sites with near equivalent topography are unadjusted. Those requiring dirt work or site balancing will be considered inferior. Those partially graded are considered equivalent and full grading superior. Adjustment magnitudes range from minus five percent to plus fifteen percent.

Sales 1, 2, 3 and 7 are estimated to be near equivalent. Although Sale 3 has steep grades at the northeasterly perimeter, the bulk of the acreage is fairly level for raw acreage in the area. We don't think the steep grade will impact lot yield.

Sale 4 is adjusted downward by 10% since most of the site is utilized, and the price reflects as much.

Sale 5 was near finish grade toward the frontage, but has a significant topographic change at the rear. To utilize additional area, there would be significant costs for grade and balance. This sale is adjusted upward by 10%.

Sale 6 was a very difficult site to develop due to topography. The site is under construction now and after grading and balancing, it still requires retaining walls. It is also the lowest priced sale of all the data. This sale is adjusted upward by 15%.

Zoning

The highest and best use of sale comparables should be very similar to that of the subject property. When comparables with the same zoning as the subject are lacking or scarce, parcels with slightly different zoning, but a highest and use similar to that of the subject may be used as comparables. These comparables may require an adjustment for differences in utility if the market supports the adjustment. The subject site is zoned Agricultural-recreational with an ultimate highest and best use as single family residential.

This appraisal problem is made more complex by the Ruby Vista Drive corridor, mixed use character. We have adjusted for location to the best of our ability per trends and patterns recognized. Sales 1, 2, 4, 5, and 7 are believed to justifiably receive additional downward adjustments for zoning considerations. In an effort to not double dip applicable location adjustments, we think the potential for mixed-uses enhances marketability, therefore these sales are adjusted downward an additional five percent. Sale 2 is included because it represents a buffer site that could be utilized in more than one use category.

Highest and Best Use

Given the fact that both location and zoning have been utilized as elements of comparison, we feel that the further application of significant adjustments for highest and best use might lend a risk for double dipping or over adjusting comparable data as we believe location at least partially correlated

with a highest and best use adjustment. The adjusted elements of comparison are closely related to the ultimate yield rate. Given the greater than normal time intervals and the mixed-use nature associated with some of the comparable data it would only be logical to try to adjust based upon a small adjustment magnitude. Thus our adjustment magnitude for a slightly higher yield rate associated with the slightly more intense, commercial use only applies a five percent adjustment magnitude. In the final analysis, only minor adjustments are applied to Sales 1, 2, 4, 5, and 7.

Summary of Adjustments

Presented on the following page is a summary of the adjustments made to the sale comparables. As noted earlier, these quantitative adjustments were based on our market research, best judgment, and experience in the appraisal of similar properties.

LAND SALES ADJUSTMENT GRID

Subject		Sale # 1	Sale # 2	Sale # 3	Sale # 4	Sale # 5	Sale # 6	Sale # 7
Sale ID		359256	364066	1482583	1482586	1482585	1482582	1483251
Date of Value & Sale	May-20	March-12	July-12	January-13	April-15	December-16	January-19	March-20
Unadjusted Sales Price		\$495,000	\$820,000	\$1,248,400	\$1,250,000	\$982,500	\$365,000	\$824,500
Gross Square Feet	670,824	321,908	585,882	803,682	594,812	686,506	349,351	426,017
Unadjusted Sales Price per Gross Sq. Ft.		\$1.54	\$1.40	\$1.55	\$2.10	\$1.43	\$1.04	\$1.94
Transactional Adjustments								
Property Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjusted Sales Price		\$1.54	\$1.40	\$1.55	\$2.10	\$1.43	\$1.04	\$1.94
Financing Terms								
	Cash to Seller	All Cash to Seller	Assumed All Cash to Seller	Assumed All Cash to Seller	Assumed All Cash to Seller	Assumed All Cash to Seller	Assumed All Cash to Seller	Assumed All Cash to Seller
Adjusted Sales Price		\$1.54	\$1.40	\$1.55	\$2.10	\$1.43	\$1.04	\$1.94
Conditions of Sale								
	Typical	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Adjusted Sales Price		\$1.54	\$1.40	\$1.55	\$2.10	\$1.43	\$1.04	\$1.94
Expenditures after Sale								
		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Adjusted Sales Price		\$1.54	\$1.40	\$1.55	\$2.10	\$1.43	\$1.04	\$1.94
Market Conditions Adjustments								
Elapsed Time from Date of Value		8.20 years	7.90 years	7.40 years	5.10 years	3.43 years	1.34 years	0.23 years
Market Trend Through	May-20	20.5%	19.8%	18.5%	12.8%	8.6%	3.4%	0.6%
Analyzed Sales Price		\$1.85	\$1.68	\$1.84	\$2.37	\$1.55	\$1.08	\$1.95
Physical Adjustments								
Location	South Side of Rocky Road, 330 feet West of Wright Way Elko, Nevada	250 Bluffs Ave Elko, Nevada	2642 E Jennings Way Elko, Nevada	8899 Copper St Elko, Nevada	4216 Ruby Vista Dr Elko, Nevada	2901 Ruby Vista Dr Elko, Nevada	0 Celtic Way (NEC El Armuth Drive) Elko, Nevada	Northeast corner of College Parkway and Ruby Vista Elko, Nevada
Adjustment		-10.0%	-10.0%	-	-10.0%	-10.0%	-	-10.0%
Shape/Depth								
	Rectangular and Irregular	Irregular	Narrow - elongated	Generally Rectangular	Narrow - elongated	Irregular shaped but not so much as to hinder development	Rectangular	Irregular shaped but not so much as to hinder development
Adjustment		-	5.0%	-	5.0%	-	-	-
Utilities								
	Within 300'	All available to the site	All utilities are to the site.	All in place in adjacent subdivisions on easterly and westerly sides	All utilities are to the site	All are to site in adjacent streets		All utilities to site
Adjustment		-5.0%	-5.0%	-5.0%	-5.0%	-5.0%	-5.0%	-5.0%
Topography								
	Rolling with a natural drainage arroyo west to east across the northern sector	Rolling and slightly sloping	Rough graded, level, above street grade	Rolling to Sloping	Rough graded, level, above street grade	Rough graded, level, above street grade	Natural uneven desert	Rough graded, level, above street grade
Adjustment		-	-	-	-10.0%	10.0%	20.0%	-
Zoning								
	ZA	C	ZR1	R	IBP	ZIC	ZR1	ZCT
Adjustment		-5.0%	-5.0%	-	-5.0%	-5.0%	-	-5.0%
Highest & Best Use								
Adjustment		-5.0%	-5.0%	-	-5.0%	-5.0%	-	-5.0%
Net Physical Adjustment		-25.0%	-20.0%	-5.0%	-30.0%	-15.0%	15.0%	-25.0%
Adjusted Sales Price per Gross Square Foot		\$1.39	\$1.34	\$1.75	\$1.66	\$1.32	\$1.24	\$1.46

Conclusion

From the market data available, we used seven land sales in competitive market areas which were adjusted based on pertinent elements of comparison. The following table summarizes the unadjusted and adjusted unit prices:

Land Sale Statistics

Metric	Unadjusted	Analyzed	Adjusted
Min. Sales Price per Gross Square Foot	\$1.04	\$1.08	\$1.24
Max. Sales Price per Gross Square Foot	\$2.10	\$2.37	\$1.75
Median Sales Price per Gross Square Foot	\$1.54	\$1.84	\$1.39
Mean Sales Price per Gross Square Foot	\$1.57	\$1.76	\$1.45

The single most comparable sale is Sale 6. It is the lowest sale price within an acceptable range of value. Unadjusted the price level was \$1.04/sf. After adjustments the price level attained \$1.24/sf. We don't think a single sale should be utilized in this case particularly when it represents an extreme.

Unfortunately, the other sale considered similar in character and highest and best use represents another extreme, ... the high end of the possible range of value, Sale 3. This sale has a similar highest and best use and has a unit value of \$1.55 unadjusted and \$1.75 after adjustments.

The logical analysis progression is to weight individual Sales based upon logic and similarity. Looking at the final adjusted price levels the appraisers use the following summary.

<u>Sale</u>	<u>\$/SF</u>	<u>Range</u>
Sale 3	\$1.75	Extreme
Sale 4	\$1.66	5.4%
Sale 1	\$1.39	
Sale 7	\$1.46	5.0%
Sale 2	\$1.34	
Sale 5	\$1.32	8.0%
Sale 6	\$1.24	Extreme

Based on the adjusted prices and the most comparable sales, ignoring extremes, a unit value for the subject property near the middle of the adjusted range of Sales 1, 2 and 5 or \$1.35 per gross square foot. This indicates a market value of \$906,000, rounded to \$900,000 (\$58,442 per acre).

The line item elements of comparison have been discussed within the analysis section and these resulted in the range documented above. This conclusion is consistent with the most recent sale data Sales 5, 6, and 7 that produces a value range of \$1.24/SF to \$1.46/SF, or \$54,014/acre to \$63,598/acre.

Based on this analysis, the land value indication is summarized as follows:

Land Value Conclusion

Reasonable Adjusted Comparable Range

670,824 square feet	x	\$1.23 psf	=	\$825,114
670,824 square feet	x	\$1.45 psf	=	\$972,695

Market Value Opinion

670,824 square feet	x	\$1.35 psf	=	\$906,000
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Reconciliation

Summary of Value Indications

The indicated values from the approaches used and our concluded market values for the subject property are summarized in the following table.

Value Indications

Approach to Value	As Is
Sales Comparison	\$906,000
Cost	Not Developed
Income Capitalization	Not Developed

Value Conclusion

Component	As Is
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Value	May 26, 2020
Value Conclusion	\$900,000
	\$1.34 psf

To reach a final opinion of value, we considered the reliability and relevance of each value indication based upon the quality of the data and applicability of the assumptions underlying our analysis conclusions. Furthermore, land properties such as the subject property are typically purchased by a home builder, who primarily rely upon the methods employed by the Sales Comparison Approach.

Our findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which might have affected the assignment results:

Extraordinary Assumptions:

- There are no extraordinary assumptions used in this appraisal assignment

Hypothetical Conditions:

- We have valued the property as if it has been subdivided and given its own parcel number. We assume the subject can be split from the greater parcel legally, and that the proposed site as well as on and off-site improvements (including street re-routing and abandonment as needed) will be deemed acceptable to the seller and the proposed buyer.

Exposure Time and Marketing Period

It is simply noted that by definition, this is not applicable for UASFLA assignments. However, it is noteworthy, that based upon observation it is very common for investment/holding periods for vacant land are significant in this market. It is not uncommon for land to be held as an investment for up to ten years before resale or ultimate development to its highest and best use. Besides the absence of more recent sale data, this helps to explain why older sale data was utilized for comparable sale analysis.

General Assumptions and Limiting Conditions

This appraisal is subject to the following general assumptions and limiting conditions:

1. The legal description – if furnished to us – is assumed to be correct.
2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.
3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Valbridge Property Advisors Las Vegas | Reno will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
4. The stamps and/or consideration placed on deeds used to indicate sales are in correct relationship to the actual dollar amount of the transaction.
5. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing in the subject property.
6. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made.
7. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Valbridge Property Advisors | Reno is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.
8. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.
9. The dates of value to which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions. Appraiser is not responsible for determining whether the date of value requested by Client is appropriate for Client's intended use.
10. The sketches, maps, plats and exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.
11. The information, estimates and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them can be assumed by the appraiser.

12. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.
13. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.
14. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Valbridge Property Advisors | Reno and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability or accountability to any third party.
15. Distribution of this report is at the sole discretion of the client, but third-parties not listed as an intended user on the face of the appraisal or the engagement letter may not rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
16. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Valbridge Property Advisors | Reno.
17. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
18. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
19. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject property's flood zone classification from a licensed surveyor.
20. If the appraisal is for mortgage loan purposes 1) we assume satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.
21. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.

22. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. We inspected the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. Should the client have concerns in these areas, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise to make such inspections and assumes no responsibility for these items.
23. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.
24. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.
25. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire more precise measurement, they are urged to retain the measurement services of a qualified professional (space planner, architect or building engineer) as an alternative source. If this alternative measurement source reflects or reveals substantial differences with the measurements used within the report, upon request of the client, the appraiser will submit a revised report for an additional fee.
26. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, upon request of the client, the appraiser will submit a revised report for an additional fee.
27. If only preliminary plans and specifications were available for use in the preparation of this appraisal, and a review of the final plans and specifications reveals substantial differences upon request of the client the appraiser will submit a revised report for an additional fee.

28. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.
29. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.
30. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.
31. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.
32. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute prediction of future operating results. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance.
33. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.
34. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.

35. You and Valbridge Property Advisors | Reno both agree that any dispute over matters in excess of \$5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Valbridge Property Advisors | Reno and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against Valbridge Property Advisors | Reno or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by Valbridge Property Advisors | Reno for this assignment, and under no circumstances shall any claim for consequential damages be made.
36. Valbridge Property Advisors | Reno shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Valbridge Property Advisors | Reno. "Client" shall not include partners, affiliates, or relatives of the party named in the engagement letter. Client shall hold Valbridge Property Advisors | Reno and its employees harmless in the event of any lawsuit brought by any third party, lender, partner, or part-owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Valbridge Property Advisors | Reno harmless from and against any liability, loss, cost, or expense incurred or suffered by Valbridge Property Advisors | Reno in such action, regardless of its outcome.
37. The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by Lubawy and Associates, Inc.. Neither Valbridge Property Advisors, Inc., nor any of its affiliates has been engaged to provide this report. Valbridge Property Advisors, Inc. does not provide valuation services, and has taken no part in the preparation of this report.
38. If any claim is filed against any of Valbridge Property Advisors, Inc., a Florida Corporation, its affiliates, officers or employees, or the firm providing this report, in connection with, or in any way arising out of, or relating to, this report, or the engagement of the firm providing this report, then (1) under no circumstances shall such claimant be entitled to consequential, special or other damages, except only for direct compensatory damages, and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide this report.
39. This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc., or its affiliates, for quality control purposes.
40. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.
41. The global outbreak of a "novel coronavirus" (known as COVID-19) was officially declared a pandemic by the World Health Organization (WHO). It is currently unknown what direct, or indirect, effect, if any, this event may have on the national economy, the local economy or the market in which the subject property is located. The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of this event, or any event, subsequent to the effective date of the appraisal.

Certification – Phil Ware, MAI

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. The undersigned has not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. Phil Ware has personally inspected the subject property.
10. No one provided significant real property appraisal assistance to the person signing this certification.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, the undersigned has completed the continuing education program for Designated Members of the Appraisal Institute.

SUPPLEMENTAL UASFLA (2.3.1.4)

- the appraisal was developed and the appraisal report was prepared in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions;
- the appraisal was developed and the appraisal report prepared in conformance with the Appraisal Standards Board's Uniform Standards of Professional Appraisal Practice and complies with USPAP's Jurisdictional Exception Rule when invoked by Section 1.2.7.2 of the Uniform Appraisal Standards for Federal Land Acquisitions;

- the appraiser has made a physical inspection of the property appraised and that the property owner, or a designated representative, was given the opportunity to accompany the appraiser on the property inspection; and
- the appraiser's certification shall also include the appraiser's opinion of the market value of the subject property as of the effective date of the appraisal, therefore:

Value Indications

Approach to Value	As Is
Sales Comparison	\$906,000
Cost	Not Developed
Income Capitalization	Not Developed

Value Conclusion

Component	As Is
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Value	May 26, 2020
Value Conclusion	\$900,000
	\$1.34 psf

Phillip B. Ware

Phillip B. Ware
 Managing Director of Reno Officer
 Nevada License #A.0004404-CG
 License Expires 10-31-2020

Certification – Matthew Lubawy, MAI, CVA

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. The undersigned has not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. Matthew Lubawy did not personally inspect the subject property.
10. No one provided significant real property appraisal assistance to the person signing this certification.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, the undersigned has completed the continuing education program for Designated Members of the Appraisal Institute.

SUPPLEMENTAL UASFLA (2.3.1.4)

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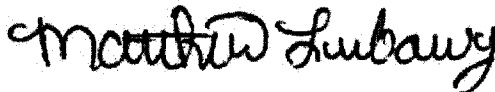
- Matt Lubawy has not made a physical inspection of the property appraised. The property owner, or a designated representative, was given the opportunity to accompany Phil Ware on the property inspection; and
- the appraiser's certification shall also include the appraiser's opinion of the market value of the subject property as of the effective date of the appraisal, therefore:

Value Indications

Approach to Value	As Is
Sales Comparison	\$906,000
Cost	Not Developed
Income Capitalization	Not Developed

Value Conclusion

Component	As Is
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Value	May 26, 2020
Value Conclusion	\$900,000
	\$1.34 psf



Matthew Lubawy, MAI, CVA
 Senior Managing Director
 Nevada License #A.0000044-CG
 License Expires 04-30-2021



Addenda

Additional Subject Photographs

Letter of Engagement

Statement of Work

Glossary

Qualifications

- Phil Ware, MAI - Managing Director of Reno Office
- Matthew Lubawy, MAI, CVA - Senior Managing Director

Information on Valbridge Property Advisors

Office Locations

Sale Comparable Photographs



Comp1 facing east from end of Bluffs Ave. dead end; Commercial on right, single family on left; by Phil Ware on 5.26.20



Comp 1 st. scene facing west of Bluff Ave; SFR on left; vacant land on right; by Phil Ware on 5.26.20



Comp 2, standing near east corner; unimproved foreground; improved background; facing northwest; vacant land of subject. in foreground; note topo features in background; by Phil Ware on 5.26.20



Comp 2 street scene facing west on north side of Ruby Vista near east corner; improved apt. in background right; vacant land section near right; by Phil Ware on 5.26.20



Comp 3, standing at dead end of Mitty Ave., facing northwest; note topo features; new SFR behind me; subject raw acreage in fore and background; by Phil Ware on 5.26.20



Comp 3, standing at dead end of Mitty Ave facing southeast; new SFR up to dead end; by Phil Ware on 5.26.20



Comp1 facing east from end of Bluffs Ave. dead end; Commercial on right, single family on left; by Phil Ware on 5.26.20



Comp 1 street scene facing west of Bluff Ave; SFR on left; vacant land on right; by Phil Ware on 5.26.20



Comp 2, standing near east corner; unimproved foreground; improved background; facing northwest; vacant land of sbj. in foreground; note topo features in background; by Phil Ware on 5.26.20



Comp 2 street scene facing west on north side of Ruby Vista near east corner; improved apt. in background right; vacant land section near right; by Phil Ware on 5.26.20



Comp 3, standing at dead end of Mittry Ave., lens facing northwest; note topo features; new SFR behind me; subject raw acreage in fore and background; by Phil Ware on 5.26.20



Comp 3, standing at dead end of Mittry lens facing southeast; new SFR up to dead end; by Phil Ware on 5.26.20



Comp 4 standing near easterly corner, lens facing west; unseen improved property on right, visible SFR subdivision on left; by Phil Ware on 5.26.20



Comp 4 standing near southeast corner of property; St. scene of Ruby Vista lens facing southwest; subject on right; vacant land and I-80 on left; by Phil Ware on 5.26.20



Comp 5 standing across Ruby Vista from near southerly corner facing north; note topo elevation change at rear of lot; commercial building on left, vacant land to right; by Phil Ware 5.26.20



Comp 5 lens facing northeast along Ruby Vista; Congregate Care on right; subject on left; by Phil Ware 5.26.20



Comp 6 standing near southeast corner of site facing northeast; note topo in background; SFR acreage lots to west out of view; SFR subdivisions background right; by Phil Ware on 5.26.20



Comp 6 standing near southeast corner of site facing east; subject SFR subd. Under const on left; existing SFR subd on right and in background. By Phil Ware 5.26.20



Comp 7 with lens facing northeast; standing near southwest corner of comp near corner of Ruby Vista and College Parkway; city park and SFR (see aerial) behind me; comp on left; by Phil Ware on 5.26.20



Comp 7 street scene lens facing east; standing near southwest corner of property; near corner of Ruby Vista and College Parkway; city park and SFR (see aerial) behind me; comp on left; by Phil Ware on 5.26.20

Service Agreement



April 29, 2020

Valbridge Property Advisors
6490 S. McCarran Blvd #51
Reno, NV 89509
Office: 775.204.4100

RE: PROJECT – Elko Nevada Land Acquisition due diligence support services

Attachment:

Exhibit A - APPRAISAL SERVICES scope of work
Exhibit B - PRESERVE/scapes Consulting LLC invoice schedule
Exhibit C- Access Agreement

Dear Sir:

For your review and signature, please find attached the Agreement for Consulting Services for the above referenced project.

If you have any questions, or require additional information, please contact me by email at gakure@gmail.com or 619 322 0643.

Best Regards,

Ganiam, LLC.

Maina Gakure

AGREEMENT

This Agreement is made effective as of April 29, 2020, by and between Ganim, LLC ("Ganim") of 12330 Oakwood Dr, Woodbridge VA 22192, and VALBRIDGE PROPERTY ADVISORS of 6490 S. McCarran Blvd #51 Reno, NV 89509.

Ganim has entered into a contract dated April 16, 2020 with the Cradock Group LLC to provide professional consulting services to acquire about 15 acres of land from the city of Elko, for the National Cemetery Administration, Department of Veterans Affairs. Ganim is requesting that Valbridge Property Advisors provide Appraisal due diligence support. The city of Elko has signed an access agreement that is attached as Exhibit C.

1. SERVICES AND WORKSHARE

- A. VALBRIDGE PROPERTY ADVISORS shall perform the professional consulting services ("Services") described in Exhibit A - Appraisal scope of work. VALBRIDGE PROPERTY ADVISORS shall furnish all labor, materials and supervision necessary to perform the Services.
- B. VALBRIDGE PROPERTY ADVISORS and its employees and representatives shall at all times comply with all applicable laws, regulations, rules, ordinances, orders and decrees applicable to Subcontractor's provision of the Services. If any discrepancy or inconsistency should be discovered between the specifications established for the Services and any law, regulation, ordinance, order or decree applicable to the performance of such services, VALBRIDGE PROPERTY ADVISORS shall report such discrepancy within a reasonable time period and shall conform its work to any instructions issued by Ganim.
- C. VALBRIDGE PROPERTY ADVISORS shall notify Ganim in writing if (a) it is served with a notice of violation of any law, regulation, permit or license which relates to the performance of the Services hereunder; (b) proceedings are commenced which could lead to revocation of permits, licenses or other governmental authorizations which relate to the performance of such Services; (c) permits, licenses or other governmental authorizations relating to the performance of such Services are revoked; (d) litigation is commenced against VALBRIDGE PROPERTY ADVISORS which could affect the performance of the Services; or (e) VALBRIDGE PROPERTY ADVISORS becomes aware that its equipment or facilities related to the performance of such Services are not in compliance with applicable laws, regulations, permits or licenses.
- D. VALBRIDGE PROPERTY ADVISORS will use personnel qualified and/or suitable to perform the Services. Each person assigned to perform any part of the scope hereunder shall be qualified and, if required by law, licensed or certified to perform such obligations.
- E. Conflicts Of Interest. In addition to the requirements of the contract and applicable regulations, if as a result of VALBRIDGE PROPERTY ADVISORS's activities or relationships with another person or entity; (1) VALBRIDGE PROPERTY ADVISORS is unable or potentially unable to render impartial assistance or advice to Ganim or the

Government; or (2) the VALBRIDGE PROPERTY ADVISORS's objectivity in performing the work may be otherwise impaired; or (3) VALBRIDGE PROPERTY ADVISORS would receive an unfair competitive advantage in future procurements, VALBRIDGE PROPERTY ADVISORS shall report such activities or relationships to Ganim immediately.

2. COMPENSATION

Ganim shall compensate VALBRIDGE PROPERTY ADVISORS for Services rendered as provided in Exhibit B.

3. INVOICES AND PAYMENTS

- A. VALBRIDGE PROPERTY ADVISORS shall invoice Ganim as stated in Exhibit B. Each invoice shall include a statement of all Services performed, with a detailed list of all expenses incurred while performing the Services.
- B. Ganim shall pay each invoice within (7) days after receipt of payment for same Services (under the prompt payment act, the Federal Government normally pays within 30 days). Unless otherwise directed in writing, all invoices shall be submitted for payment by email to gakure@gmail.com and info@ganim.com.
- C. Payment shall not constitute final acceptance.
- D. No Payment for Deficiencies: Notwithstanding anything to the contrary herein contained, no compensation shall be paid to or claimed by VALBRIDGE PROPERTY ADVISORS for Services required to correct deficiencies attributable to errors or omissions.

4. CONFIDENTIALITY

The Parties shall treat as confidential property and not disclose to others during the term of this agreement and for a period of one (1) year thereafter, except as necessary to perform the work (and then only on a confidential basis satisfactory to the Parties), any information and documents (including without limitation any reports or data) identified as "Confidential."

The Parties shall also treat as confidential and shall not disclose to others, except as required by law, this form of agreement.

Nothing above, however, shall prevent the Parties from disclosing to others or using in any manner information which the disclosing party can demonstrate:

- A. Has been published and has become part of the public domain other than by acts, omissions or fault of the other party, their employees, agents, contractors and/or subcontractors; or,
- B. Has been furnished or made known to the other party by a third party (other than those acting directly or indirectly for or on behalf of either Party) as a matter of legal right without restrictions on its disclosure; or,

C. Was in the other party's possession prior to disclosure thereof by the disclosing party.

D. Must be disclosed pursuant to any statute, law, regulation, ordinance, order or decree of any governmental authority having jurisdiction over either party or any of its employees, agents, contractors and/or subcontractors.

5. Indemnity and Insurance.

6.1 VALBRIDGE PROPERTY ADVISORS agrees to indemnify and hold harmless Ganim and their respective agents and assigns from all claims, losses, damages, expenses, fees including attorney fees, costs, seValbridge Property Advisorsements and judgments arising out of the performance of VALBRIDGE PROPERTY ADVISORS or resulting in whole or in part from the actual or alleged acts, omissions, or breaches of this Agreement by VALBRIDGE PROPERTY ADVISORS, or the violation of any relevant laws by VALBRIDGE PROPERTY ADVISORS or its employees, agents or others under its control while performing the Services under this subcontract.

6.2 VALBRIDGE PROPERTY ADVISORS shall maintain insurance policies, of each and every type, and with provisions and coverage amounts substantially identical to, corresponding requirements of Ganim as described by the terms of the response to the quote. VALBRIDGE PROPERTY ADVISORS shall provide Ganim with written proof of compliance with this paragraph prior to the commencement of the Services.

6. **Default.** The occurrence of any of the following shall constitute a material default under this Agreement:

7.1. The failure of Ganim to make a required payment when due.

7.2. The insolvency or bankruptcy of either party.

7.3. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

7.4. The failure of VALBRIDGE PROPERTY ADVISORS to deliver the Services in the time and manner provided for in this Subcontract Agreement.

7. **Remedies on Default.** In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may elect to terminate this Agreement if the default is not cured within 21 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default.

8. **Notices.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered by email with an email confirmation of receipt.
9. **Entire Agreement.** This Agreement contains the entire Agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.
10. **Waiver.** No waiver by either party of any breach of this Agreement shall be deemed to waive any other breach. No acceptance of payment or performance after any breach shall be deemed a waiver of any breach. No failure or delay to exercise any right by a party upon another's default shall prevent that party from later exercising that right, nor shall such failure or delay operate as a waiver of any default.
11. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
12. **Amendment.** This Agreement may be modified or amended only if made in writing and signed by both parties.
13. **Applicable Law.** This Agreement shall be governed by the laws of the State of Nevada.
14. **Assignment.** Neither party may assign or transfer this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
15. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, representatives, successors and assigns.
16. **Signatories.** This Agreement shall be signed by Maina Gakure on behalf of Ganiem, LLC. and by Matthew Lubawy on behalf of VALBRIDGE PROPERTY ADVISORS Consulting LLC, and shall be effective as of the date first written above.

VALBRIDGE PROPERTY ADVISORS

By: Matthew Lubawy
Enter Name: Matthew Lubawy
Enter Title: Senior Managing Director

Ganiem, LLC:

By: Maina Gakure
Maina Gakure, DBA
President

Exhibit A - Appraisal

See attached

EXHIBIT B**COMPENSATION****NOT-TO-EXCEED PRICE: \$4,750.00 broken down and invoiced as follows:**

Item #3: Appraisal	\$4,750.00	Upon VA acceptance of deliverable
Total	\$4,750.00	

EXPENSES: None.

Exhibit C- Access Agreement

See attached

Statement of Work

Page 1 of 4

SCOPE OF WORK – REVIEW APPRAISAL SERVICES**ELKO, NV****Land Acquisition Due Diligence****Background and Proposed Action**

The U. S. Department of Veterans Affairs ("VA") intends to acquire approximately 15 acres of land located at SECTION 9 T34N R 55E Northeast corner; parcel Tax APN #00101A-012 from the city of Elko, NV, for use as a National Cemetery]. The site has been identified and its boundaries are approximated on Appendix A to this SOW ("Site").

VA has entered into a property access agreement with the owner of the Site, and the Vendor will be required to comply with the terms of that agreement. VA will provide a copy of the access agreement when it has been finalized and signed.

I. OBJECTIVE

The objective of this Scope of Work is to obtain review appraisal services related to the acquisition of a real property interest by the United States of America (acquiring agency is the U.S. Department of Veterans Affairs) from the seller of the Site.

II. WORK TO BE PERFORMED

A. Scope. An appraiser, licensed in the state where the Site is located, and competently familiar with the real estate market in the locality of the subject property, shall conduct a technical review of an appraisal report previously commissioned by VA and prepare and deliver a Review Report in accordance with Uniform Standards of Professional Appraisal Practices (USPAP) Ethics and Scope of Work Rules, and Standard Rule 3. The review shall be a desk review.

Pursuant to the Uniform Appraisal Standards for Federal Land Acquisitions (also referred to as the Yellow Book), a copy of which can be located at: <http://www.justice.gov/enrd/landack/Uniform-Appraisal-Standards.pdf>, the Vendor is required to:

- Identify the agency client and intended users of the reviewer's opinions and conclusions, and the purpose of the assignment.
- Identify the appraisal report under review, the date of the review, the property and ownership interest appraised in the report under review, the date of the report under review and the effective date of the value estimate(s) reported, and the names of the appraisers that completed the report under review.
- Identify the scope of work performed in the review.
- Develop an opinion as to the completeness of the appraisal report under review within the scope of work applicable to the appraisal assignment, which shall include the Yellow Book Standards.
- Develop an opinion as to the apparent adequacy and relevance of the data and propriety of any adjustments to the data.

SCOPE OF WORK – REVIEW APPRAISAL SERVICES**ELKO, NV****Land Acquisition Due Diligence**

- Develop an opinion as to the appropriateness of the appraisal methods and techniques used and develop the reasons for any disagreements.
- Develop an opinion as to whether the analyses, opinions, and conclusions in the appraisal report under review are appropriate and reasonable, and develop the reasons for any disagreement.
- Prepare an appraisal review report in compliance with agency policies, rules, and regulations, and in accordance with Section C-6 of the Yellow Book Standards.
- Complete a certification to VA in the form required by Yellow Book Standards/USPAP.

Additionally, if the Vendor cannot approve or recommend approval of an appraisal report reviewed, the Vendor shall develop an independent opinion of value subject to that value opinion being documented in accordance with 49 C.F.R. 24.103. The Vendor may accept, approve, recommend approval, or disapprove an appraisal report based upon compliance with the Yellow Book Standards and the appropriateness of the methods and analyses employed in the appraisal report.

When it is appropriate for the Vendor to develop his or her own value estimate and become the appraiser of record, that value estimate must be supported and documented in accordance with Section A of the Yellow Book Standards. However, that does not mean that the Vendor must replicate the steps completed by the original appraiser. The data and analysis that the Vendor determined to be credible and in compliance with the Yellow Book Standards can be incorporated by reference into the Vendor's report using an extraordinary assumption.

Those portions of the original appraiser's report which the Vendor determined not credible or inconsistent with the Yellow Book Standards must be replaced in the review report with additional data and analysis by the Vendor. The Vendor may use additional information that was not available to the original appraiser, but under such circumstances the effective date of the reviewer's estimate of value will generally be later in time than the effective date of the original appraiser's estimate of value. Therefore, the original appraiser's estimate of value cannot be compared directly to the Vendor's later estimate of value for any legitimate purpose.

B. Standards & Responsibilities. The Vendor is responsible for having a current knowledge of the requirements of the local jurisdiction connection with the services described herein. The Vendor must be licensed in the state where the Site is located and be a member of the Appraisal Institute or similar organization.

The Vendor will provide evidence of liability insurance coverage for errors and omissions in the amount of at least \$1,000,000 or provide an indemnification agreement that is satisfactory to VA providing for reimbursement to VA for any loss caused by fraud or dishonesty, or failure by

Page 3 of 4

SCOPE OF WORK – REVIEW APPRAISAL SERVICES**ELKO, NV****Land Acquisition Due Diligence**

the Vendor to comply with this SOW.

C. Deliverables. A draft review report shall be completed and provided to VA in electronic format no later than fifteen (15) calendar days following the date a notice to proceed is issued. A final review report shall be provided to VA no later than five (5) calendar days after receipt of VA's comments/edits.

All items shall be delivered to VA in the form of high resolution electronic PDFs. If any file is larger than 5 MB, it cannot be delivered to VA via email; the vendor will be required to submit a CD containing the file or provide an FTP site that VA is able to access. VA will not accept paper or hard-copy documents.

III. Confidentiality & Conflict of Interest - The Vendor shall sign a confidentiality agreement and will not engage a transaction in which the company, and principles, or persons working directly with the transaction, have a financial interest in the real estate contemplated herein. The Vendor shall immediately notify VA of any potential conflicts that may arise.

IV. Adherence to Applicable Laws and Regulations - The Vendor agrees to comply with all federal and state laws and regulations that are applicable.

Page 4 of 4

SCOPE OF WORK – REVIEW APPRAISAL SERVICES

ELKO, NV

Land Acquisition Due Diligence

Appendix A

Approximate Site Boundaries



Glossary

Definitions are taken from The Dictionary of Real Estate Appraisal, 6th Edition (Dictionary), the Uniform Standards of Professional Appraisal Practice (USPAP), and Building Owners and Managers Association International (BOMA).

Absolute Net Lease

A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant. (Dictionary)

Amortization

The process of retiring a debt or recovering a capital investment, typically through scheduled, systematic repayment of the principal; a program of periodic contributions to a sinking fund or debt retirement fund. (Dictionary)

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Dictionary)

Base Rent

The minimum rent stipulated in a lease. (Dictionary)

Base Year

The year on which escalation clauses in a lease are based. (Dictionary)

Building Common Area

In office buildings, the areas of the building that provide services to building tenants but which are not included in the office area or store area of any specific tenant. These areas may include, but shall not be limited to, main and auxiliary lobbies, atrium spaces at the level of the finished floor, concierge areas or security desks, conference rooms, lounges or vending areas, food service facilities, health or fitness centers, daycare facilities, locker or shower facilities, mail rooms, fire control rooms, fully enclosed courtyards outside the exterior walls, and building core and service areas such as fully enclosed mechanical or equipment rooms. Specifically excluded from building common area are floor common areas, parking space, portions of loading docks outside the building line, and major vertical penetrations. (BOMA)

Building Rentable Area

The sum of all floor rentable areas. Floor rentable area is the result of subtracting from the gross measured area of a floor the major vertical penetrations on that same floor. It is generally fixed for the life of the building and is rarely affected by changes in corridor size or configuration. (BOMA)

Bulk Value

The value of multiple units, subdivided plots, or properties in a portfolio as though sold together in a single transaction.

Certificate of Occupancy (COO)

A formal written acknowledgment by an appropriate unit of local government that a new construction or renovation project is at the stage where it meets applicable health and safety codes and is ready for commercial or residential occupancy. (Dictionary)

Common Area Maintenance (CAM)

The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property. (Dictionary)

The amount of money charged to tenants for their shares of maintaining a [shopping] center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenance, snow removal, security and upkeep. (ICSC – International Council of Shopping Centers, 4th Ed.)

Condominium

A multiunit structure, or a unit within such a structure, with a condominium form of ownership. (Dictionary)

Conservation Easement

An interest in real estate restricting future land use to preservation, conservation, wildlife habitat, or some combination of those uses. A conservation easement may permit farming, timber harvesting, or other uses of a rural nature as well as some types of conservation-oriented development to continue, subject to the easement. (Dictionary)

Contributory Value

A type of value that reflects the amount a property or component of a property contributes to the value of another asset or to the property as a whole.

The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component. Also called deprival value in some countries. (Dictionary)

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service ($DCR = NOI/Im$), which measures the relative ability of a property to meet its debt service out of net operating income; also called *debt service coverage ratio (DSCR)*. A larger *DCR* typically indicates a greater ability for a property to withstand a reduction of income, providing an improved safety margin for a lender. (Dictionary)

Deed Restriction

A provision written into a deed that limits the use of land. Deed restrictions usually remain in effect when title passes to subsequent owners. (Dictionary)

Depreciation

In appraisal, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date.

In accounting, an allocation of the original cost of an asset, amortizing the cost over the asset's life; calculated using a variety of standard techniques. (Dictionary)

Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.

The property is subjected to market conditions prevailing as of the date of valuation;

Both the buyer and seller are acting prudently and knowledgeably;

The seller is under compulsion to sell;

The buyer is typically motivated;

Both parties are acting in what they consider to be their best interests;

An adequate marketing effort will be made during the exposure time;

Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto; and

The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Easement

The right to use another's land for a stated purpose. (Dictionary)

EIFS

Exterior Insulation Finishing System. This is a type of exterior wall cladding system. Sometimes referred to as dry-vit.

Effective Date

The date on which the appraisal or review opinion applies. (SVP)

In a lease document, the date upon which the lease goes into effect. (Dictionary)

Effective Gross Income (EGI)

The anticipated income from all operations of the real estate after an allowance is made for vacancy and collection losses and an addition is made for any other income. (Dictionary)

Effective Rent

Total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions; the rent that is effectively paid by a tenant net of financial concessions provided by a landlord. (TIs). (Dictionary)

EPDM

Ethylene Propylene Diene Monomer Rubber. A type of synthetic rubber typically used for roof coverings. (Dictionary)

Escalation Clause

A clause in an agreement that provides for the adjustment of a price or rent based on some event or index. e.g., a provision to increase rent if operating expenses increase; also called *escalator clause*, *expense recovery clause* or *stop clause*. (Dictionary)

Estoppel Certificate

A signed statement by a party (such as a tenant or a mortgagee) certifying, for another's benefit, that certain facts are correct, such as that a lease exists, that there are no defaults, and that rent is paid to a certain date. (Black's) In real estate, a buyer of rental property typically requests estoppel certificates from existing tenants. Sometimes referred to as an *estoppel letter*. (Dictionary)

Excess Land

Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately. (Dictionary)

Excess Rent

The amount by which contract rent exceeds market rent at the time of the appraisal; created by a lease favorable to the landlord (lessor) and may reflect unusual management, unknowledgeable or unusually motivated parties, a lease execution in an earlier, stronger rental market, or an agreement of the parties. (Dictionary)

Expense Stop

A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying operating expenses above a stated level or amount. (Dictionary)

Exposure Time

The time a property remains on the market.

The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal;

Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. (Dictionary)

Extraordinary Assumption

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis. (USPAP)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary)

Floor Common Area

In an office building, the areas on a floor such as washrooms, janitorial closets, electrical rooms, telephone rooms, mechanical rooms, elevator lobbies, and public corridors which are available primarily for the use of tenants on that floor. (BOMA)

Full Service (Gross) Lease

A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called a *full service lease*. (Dictionary)

Furniture, Fixtures, and Equipment (FF&E)

Business trade fixtures and personal property, exclusive of inventory. (Dictionary)

Going-Concern Value

An outdated label for the market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the *market value of the going concern* or *market value of the total assets of the business*. (Dictionary)

Gross Building Area (GBA)

Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved.

Gross leasable area plus all common areas.

For residential space, the total area of all floor levels measured from the exterior of the walls and including the superstructure and substructure basement; typically does not include garage space. (Dictionary)

Gross Measured Area

The total area of a building enclosed by the dominant portion (the portion of the inside finished surface of the permanent outer building wall which is 50 percent or more of the vertical floor-to-ceiling dimension, at the given point being measured as one moves horizontally along the wall), excluding parking areas and loading docks (or portions of same) outside the building line. It is generally not used for leasing purposes and is calculated on a floor by floor basis. (BOMA)

Gross Up Method

A method of calculating variable operating expenses in income-producing properties when less than 100% occupancy is assumed. Expenses reimbursed based on the amount of occupied space, rather than on the total building area, are described as "grossed up." (Dictionary)

Gross Retail Sellout

The sum of the separate and distinct market value opinions for each of the units in a condominium, subdivision development, or portfolio of properties, as of the date of valuation. The aggregate of retail values does not represent the value of all the units as though sold together in a single transaction; it is simply the total of the individual market value conclusions. Also called the *aggregate of the retail values*, *aggregate retail selling price* or *sum of the retail values*. (Dictionary)

Ground Lease

A lease that grants the right to use and occupy land. Improvements made by the ground lessee typically revert to the ground lessor at the end of the lease term. (Dictionary)

Ground Rent

The rent paid for the right to use and occupy land according to the terms of a ground lease; the portion of the total rent allocated to the underlying land. (Dictionary)

HVAC

Heating, ventilation, air conditioning (HVAC) system. A unit that regulates the temperature and distribution of heat and fresh air throughout a building. (Dictionary)

Highest and Best Use

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)

[The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions) (Dictionary)

Hypothetical Condition

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP)

Industrial Gross Lease

A type of modified gross lease of an industrial property in which the landlord and tenant share expenses. The landlord receives stipulated rent and is obligated to pay certain operating expenses, often structural maintenance, insurance and real property taxes, as specified in the lease. There are significant regional and local differences in the use of this term. (Dictionary)

Insurable Value

A type of value for insurance purposes. (Typically this includes replacement cost less basement excavation, foundation, underground piping and architect's fees). (Dictionary)

Investment Value

The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. (Dictionary)

Just Compensation

In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken. Just compensation should put the owner in as good a position pecuniarily as he or she would have been if the property had not been taken. (Dictionary)

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. (Dictionary)

Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease. (Dictionary)

See also Positive Leasehold and Negative Leasehold.

Lessee (Tenant)

One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement. (Dictionary)

Lessor (Landlord)

One who conveys the rights of occupancy and use to others under a lease agreement. (Dictionary)

Liquidation Value

The most probable price that a specified interest in property should bring under the following conditions:

Consummation of a sale within a short time period.

The property is subjected to market conditions prevailing as of the date of valuation.

Both the buyer and seller are acting prudently and knowledgeably.

The seller is under extreme compulsion to sell.

The buyer is typically motivated.

Both parties are acting in what they consider to be their best interests.

A normal marketing effort is not possible due to the brief exposure time.

Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.

The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Loan to Value Ratio (LTV)

The ratio between a mortgage loan and the value of the property pledged as security, usually expressed as a percentage. (Dictionary)

Major Vertical Penetrations

Stairs, elevator shafts, flues, pipe shafts, vertical ducts, and the like, and their enclosing walls. Atria, lightwells and similar penetrations above the finished floor are included in this definition. Not included, however, are vertical penetrations built for the private use of a tenant occupying office areas on more than one floor. Structural columns, openings for vertical electric cable or telephone distribution, and openings for plumbing lines are not considered to be major vertical penetrations. (BOMA)

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations; term, concessions, renewal and purchase options and tenant improvements (TIs). (Dictionary)

Market Value

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

Buyer and seller are typically motivated;

Both parties are well informed or well advised, and acting in what they consider their own best interests;

A reasonable time is allowed for exposure in the open market;

Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and

The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of the Appraisal Foundation)

Master Lease

A lease in which the fee owner leases a part or the entire property to a single entity (the master lease) in return for

a stipulated rent. The master lessee then leases the property to multiple tenants. (Dictionary)

Modified Gross Lease

A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a *double net lease*, *net net lease*, *partial net lease*, or *semi-gross lease*. (Dictionary)

Negative Leasehold

A lease situation in which the market rent is less than the contract rent. (Dictionary)

Operating Expense Ratio

The ratio of total operating expenses to effective gross income (TOE/EGI); the complement of the net income ratio, i.e., $OER = 1 - NIR$ (Dictionary)

Option

A legal contract, typically purchased for a stated consideration, that permits but does not require the holder of the option (known as the *optionee*) to buy, sell, or lease real estate for a stipulated period of time in accordance with specified terms; a unilateral right to exercise a privilege. (Dictionary)

Partial Interest

Divided or undivided rights in real estate that represent less than the whole, i.e., a fractional interest such as a tenancy in common, easement, or life interest. (Dictionary)

Pass Through

A tenant's portion of operating expenses that may be composed of common area maintenance (CAM), real property taxes, property insurance, and any other expenses determined in the lease agreement to be paid by the tenant. (Dictionary)

Positive Leasehold

A lease situation in which the market rent is greater than the contract rent. (Dictionary)

Potential Gross Income (PGI)

The total income attributable to property at full occupancy before vacancy and operating expenses are deducted. (Dictionary)

Prospective Future Value Upon Completion

A prospective market value may be appropriate for the valuation of a property interest related to a credit decision for a proposed development or renovation project. According to USPAP, an appraisal with a prospective market value reflects an effective date that is subsequent to the date of the appraisal report. ... The

prospective market value –as completed- reflects the property's market value as of the time that development is expected to be complete. (Dictionary)

Prospective Future Value Upon Stabilization

A prospective market value may be appropriate for the valuation of a property interest related to a credit decision for a proposed development or renovation project. According to USPAP, an appraisal with a prospective market value reflects an effective date that is subsequent to the date of the appraisal report ...The prospective market value – as stabilized – reflects the property's market value as of the time the property is projected to achieve stabilized occupancy. For an income-producing property, stabilized occupancy is the occupancy level that a property is expected to achieve after the property is exposed to the market for lease over a reasonable period of time and at comparable terms and conditions to other similar properties. (Dictionary)

Replacement Cost

The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout. (Dictionary)

Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all of the deficiencies, superadequacies, and obsolescence of the subject building. (Dictionary)

Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion." (Dictionary)

Sandwich Leasehold Estate

The interest held by the sandwich leaseholder when the property is subleased to another party; a type of leasehold estate. (Dictionary)

Sublease

An agreement in which the lessee in a prior lease conveys the right of use and occupancy of a property to another, the sublessee, for a specific period of time, which may or may not be coterminous with the underlying lease term. (Dictionary)

Subordination

A contractual arrangement in which a party with a claim to certain assets agrees to make his or her claim junior, or subordinate, to the claims of another party. (Dictionary)

Surplus Land

Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. (Dictionary)

TPO

Thermoplastic polyolefin, a resilient synthetic roof covering.

Triple Net (Net Net Net) Lease

An alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management; also called *NNN lease*, *net net net lease*, or *fully net lease*. (Dictionary)

(The market definition of a triple net lease varies; in some cases tenants pay for items such as roof repairs, parking lot repairs, and other similar items.)

Usable Area

The measured area of an office area, store area, or building common area on a floor. The total of all the usable areas for a floor shall equal floor usable area of that same floor. (BOMA)

Value-in-Use

The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Value in use may or may not be equal to market value but is different conceptually. (Dictionary)

VTAB

Value of the Total Assets of a Business. The value of a going concern (i.e. the business enterprise). (Dictionary)

Qualifications

Qualifications of Phillip Ware, MAI
Managing Director of the Reno Office
Valbridge Property Advisors | Las Vegas | Reno



Independent Valuations for a Variable World

State Certifications

State of Nevada License
A.0004404 - CG

Education

University of Reno
Bachelor of Technology
Construction Sciences

University of North Texas
MBA in Finance

Contact Details

775-204-4100 (p)

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PWare@valbridge.com

Appraisal Institute & Related Courses

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Advanced Income Capitalization
Contracts & Negotiations
Building Codes
Construction Management
Condemnation
UASFLA
Review Theory
Condemnation/Principles
Advanced Environmental Site Assessment
Appraisal Review
Soils & Sitework
Construction Bond/Insurance/Accounting
Project Scheduling
Advanced Income Approach
Statistical Analysis
Sales Comparison Approach
Business Practices & Ethics

Consulting Experience:

Valbridge Property Advisors (2020 - Present)
NDOT Supervisor/Chief Appraiser (2005-2017)
Real Estate Consultant Nevada/Texas/New Mexico (1995-2002)

Appraisal/valuation and consulting assignments include apartment buildings; retail buildings and shopping centers, office buildings; industrial buildings; religious and special purpose properties including schools and houses of worship; residential subdivisions; and vacant industrial, commercial and residential land. Assignments have been concentrated in Nevada.

APPRAISER CERTIFICATE

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That : **PHILLIP B WARE**

Certificate Number: A.0004404-CG

to duly authorized to act as a **CERTIFIED GENERAL APPRAISER** from the issue date to the expiration date
the business address stated here is, unless the certificate is sooner revoked, cancelled, withdrawn, or invalidated.

Issue Date: October 16, 2018

Expire Date: October 31, 2020

In witness whereof, THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the
authority vested in Chapter 645C of the Nevada Revised Statutes, has caused this Certificate to be issued with its seal printed
thereon. This certificate must be conspicuously displayed in place of business.

FOR: **PHILLIP BRENT WARE**
900 MARK WAY
CARSON CITY, NV 89706

REAL ESTATE DIVISION

SHARATH CHANDRA
Administrator



Qualifications of Matthew Lubawy, MAI, CVA**Senior Managing Director**

Valbridge Property Advisors | Las Vegas | Reno

*Independent Valuations for a Variable World*State CertificationsNevada License
A.0000044-CGArizona License
#32072Michigan License
#1201075624EducationBachelor of Science
Business Administration
University of Nevada,
Las VegasContact Details702-242-9369 (p)
702-242-6391 (f)Valbridge Property Advisors |
Las Vegas | Reno
3034 S. Durango Dr. #100
Las Vegas, NV 89117
www.valbridge.com
mlubawy@valbridge.comMembership/Affiliations:

Member: Appraisal Institute - MAI Designation #10653
Director - (2008 – 2011)
President of Las Vegas Chapter (1998 - 1999)
1st V.P. of Las Vegas Chapter (1997 – 1998)
2nd V.P. of Las Vegas Chapter (1996 – 1997)

Member: NACVA – CVA Designation (Certified Valuation
Analyst for business valuation)

Board Member: Valbridge Property Advisors -
Vice-Chairman of the Board of Directors
(2011 – Present)

Member: International Right of Way Association

Member: National Association of Realtors

Member: GLVAR

Board Member: Nevada State Development Corporation
Chairman of the Board (2008-Present)

Experience:**Senior Managing Director**

ValbridgePropertyAdvisors (2013 to Present)

Principal

Lubawy & Associates (1994-2013)

Independent Fee Appraiser and Real Estate Consultant

Timothy R. Morse and Associates (1992 – 1994)

Staff Appraiser/Assistant Vice President

First Interstate Bank (1988 - 1992)

Independent Fee Appraiser and Real Estate Consultant

The Clark Companies (1987 - 1988)

Appraisal/valuation and consulting assignments include: vacant land; apartment buildings; retail buildings; shopping centers; office buildings; industrial buildings; religious and special purpose properties including schools, churches hotel/casinos air hangars, automobile dealerships, residential subdivisions, and master-planned communities. Other assignments include tax credit valuations, Fannie Mae and Freddie Mac reports, and HUD MAP valuations and market studies, as well as valuation of fractional interests in FLP's, LP's LLC's and/or other business entities.

Appraisal Institute & Related Courses:

Eminent Domain 2016, CLE International	September, 2016
Supervisor Trainee Course for Nevada	January, 2016
USPAP 2016/2017	January, 2016
Small Hotel/Motel Valuation	February 2015
NEBB Institute Machinery & Equipment Certification Training	January 2014
2014-2015 National USPAP Update Course, Appraisal Institute	January 2014
NACVA Business Valuation Certification and Training Center	December 2013
Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets, Appraisal Institute	March 2012
7-Hour National USPAP Update Course, Appraisal Institute	January 2012
2010-2011 National USPAP Update, Appraisal Institute	January 2010
Appraising Distressed Commercial Real Estate, Appraisal Institute	July 2009
Understanding the Home Valuation Code of Conduct, Appraisal Institute	June 2009
Introduction to Valuation for Financial Reporting, Appraisal Institute	June 2009
Argus Based Discounted Cash Flow Analysis, Appraisal Institute	June 2009
National Uniform Standards of Professional Practice Course 400, Appraisal Institute	April 2009
Online Scope of Work: Expanding Your Range of Services, Appraisal Institute	April 2009
Online Rates and Ratios: Making sense of GIMs, OARs and DCF, Appraisal Institute	April 2009
Forecasting Revenue, Appraisal Institute	October 2008
Law of Easements: Legal Issues & Practical Considerations, Lorman Education	August 2008
Analyzing Operating Expenses, Appraisal Institute	May, 2007
Valuation of Detrimental Conditions in Real Estate, Appraisal Institute	April, 2007
2007 National USPAP Update, Appraisal Institute	March, 2007
Analyzing Commercial Lease Clauses, Appraisal Institute	February, 2007
Analyzing Distressed Real Estate, Appraisal Institute	February, 2007
Uniform Appraisal Standards for Federal Land Acquisitions, Appraisal Institute	October 2005
Online Analyzing Distressed Real Estate, Appraisal Institute	September 2005
Business Practices and Ethics, Course 420, Appraisal Institute	September 2005
USPAP Update – Course 400, Appraisal Institute	February 2005
Litigation Appraising: Specialized Topics and Applications	October 2004
Separating Real & Personal Property from Intangible Business Assets	September 2003
So. NV Public Land Mgt. Act BLM Appraisal Compliance Workshop	May 2003
Income Capitalization	March 2003
Appraising Non-Conforming and Difficult Properties	March 2003
Appraiser Liability	March 2003
2003 National USPAP	February 2003
Valuation of Partial Acquisitions, Course 401 through IRWA	October 2000
Partial Interest Valuation – Divided, Course A7414	April 2000
Highest & Best Use and Market Analysis	March 2000

Subdivision Analysis	January 2000
Writing the Narrative Appraisal Report	November 1999
USPAP 1999 Revisions A7415ES	March 1999
Reporting Sales Comparison Grid Adj. for Residential Properties	March 1999
USPAP 1999 Revisions – A7415ES	March 1998
Litigation Appraisal and Expert Testimony	June 1997
USPAP (Parts A & B)	1996
Ethics - USPAP Statements	March 1995
Comprehensive Appraisal Workshop	July 1994
Current Issues and Misconceptions in Appraisal	December 1993
Standards of Professional Appraisal Practice, Part B	1992
Land Faire Nevada	July 1992
Appraising From Blueprints and Specifications	September 1992
Accrued Depreciation	September 1992
Standards of Professional Appraisal Practice, Part A	1991
Report Writing and Valuation Analysis; Exam 2-2	June 1991
Case Studies; Exam 2-1	June 1991
Capitalization Theory and Techniques, Part B; Exam 1-BB	June 1990
Capitalization Theory and Techniques, Part A; Exam 1-BA	June 1990
Basic Valuation; Exam 1A2	May 1989
Principles of Real Estate Appraisal ; Exam 1A1	May 1989

National Association of Certified Valuers and Analysts (NACVA) Business Valuation Courses:

Working Your Way Through the DLOM Minefield	2017
Valuing Fast-Food Restaurants	2017
Valuation of Family Limited Partnerships	2017
Intangible Asset Valuation: Cost Approach Valuation Methods and Procedures	2017
ESOP Basics	2017
Common Sense and The S Corp Value Question	2017
Buy Sell Agreements	2017
Trust and Estates: S-Corporation Valuation Issues	2017
Trust and Estates: Gift & Estate Case Law Update	2017
The Expert's Draft Report and Pre-Trial Communications with Counsel	2017
Intangible Asset Valuation and Fair Value Accounting	2017
How and When to Implement a Discount for Lack of Control in Your Valuation	2017
Federal and State Case Law Update	2017
Business Valuation, DLOM and Daubert: The Issue of Redundancy	2017
Intangible Asset Valuation Considerations for Entertainment and Sports Businesses	2017
Excel- Building Better Budget Spreadsheets	2017
Excel- Automating Financial Statements	2017
Valuation and How to Address These Issues	2017
Automating Financial Statements	2017
Engagement Risk and Acceptance	2016
Cost of Capital	2016
Income Approach	2016
Guideline Transaction Method	2016
Guideline Company Method	2016
Synthesis of Conclusion	2016

Valuation Software and Databases	2016
Asset Approach	2016
Financial Statement Analysis, Economic, and Industry Overview	2016
Engagement Letters	2016
Information Requests and Site Visits	2016
Report Writing	2016
Discounts and Premiums	2016

APPRAISER CERTIFICATE

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That : MATTHEW J LUBAWY

Certificate Number: A.0000044-CG

Is duly authorized to act as a CERTIFIED GENERAL APPRAISER from the issue date to the expiration date at the business address stated here in, unless the certificate is sooner revoked, cancelled, withdrawn, or invalidated.

Issue Date: April 18, 2019

Expire Date: April 30, 2021

In witness whereof, THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in Chapter 645C of the Nevada Revised Statutes, has caused this Certificate to be issued with its Seal printed thereon. This certificate must be conspicuously displayed in place of business.

FOR: VALBRIDGE PROPERTY ADVISORS
3034 S DURANGO DR #100
LAS VEGAS, NV 89117

REAL ESTATE DIVISION

SHARATH CHANDRA
Administrator





Valbridge
PROPERTY ADVISORS



FAST FACTS

COMPANY INFORMATION

- Valbridge is the largest independent national commercial real estate valuation and advisory services firm in North America.
 - Total number of MAI-designated appraisers: 200+ on staff
 - Total number of office locations: 70+ across U.S.
 - Total number of staff: 675+ strong
- Valbridge covers the entire U.S. from coast to coast.
- Valbridge services all property types, including special-purpose properties.
- Valbridge provides independent valuation services. We are not owned by a brokerage firm or investment company.
- Every Valbridge office is led by a senior managing director who holds the MAI designation of the Appraisal Institute.
- Valbridge is owned by our local office leaders.
- Valbridge welcomes single-property assignments as well as portfolio, multi-market and other bulk-property engagements.

Valbridge Property Advisors, Inc.

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**Elko City Council
Agenda Action Sheet**

1. Title: **Second reading, public hearing, and possible adoption of Ordinance No. 863 amending 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: **July 13, 2021**
3. Agenda Category: **PUBLIC HEARING**
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. Other modifications have been proposed to clarify existing policies and procedures.**

The first reading of Ordinance No. 863 was conducted on June 22, 2021. MR
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Ordinance No. 863**
9. Recommended Motion: **Approve second reading, public hearing, and adoption of Ordinance 863.**
10. Prepared by: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Dave Stanton, City Attorney; Planning Commission; Stormwater Advisory Committee**
12. Council Action:
13. Council Agenda Distribution: **N/A**

ORDINANCE 863

AN ORDINANCE AMENDING 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) TO MODIFY REGULATIONS REGARDING ENFORCEMENT OF STORMWATER AND OTHER RELEVANT MODIFICATIONS

WHEREAS, the Nevada Department of Environmental Protection and the Environmental Protection Agency conducted an audit of the City's stormwater program in August 2020; and

WHEREAS, the audit report identified several deficiencies with the City enforcement program of stormwater regulations; and

WHEREAS, the City Council initiated Ordinance 863 on June 8, 2021 to modify the stormwater regulations to conform with current state and federal permit requirements.

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

Section 1: Title 9, Chapter 6 of the Elko City Code is hereby amended to read as follows:

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 non-stormwater 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 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 stormwater general permits issued by the ~~s~~State of Nevada. The term "construction activity" includes NPDES construction activities on a land disturbance of one (1) acre or more. The term "construction activity" also includes a land disturbance of less than one (1) acre if part of a larger common plan of development or sale that disturbs, or is proposed to disturb, one (1) acre or more. Construction activities on 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.

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 459.432.

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 non-stormwater 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-stormwater discharge to the ~~storm water conveyance system or storm water~~ MS4, a watercourse, or waters of the United States, 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-STORMWATER DISCHARGE: Any discharge ~~to storm water conveyance system and/or storm water~~ that is not composed entirely of storm water.

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 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; 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 non-stormwater discharge or polluted stormwater, to include activities not permitted under an approved Stormwater Pollution Prevention Plan 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 CONSTRUCTION GENERAL PERMIT: A permit issued by the Nevada Division of Environmental Protection for stormwater discharges associated with construction activity.

STORMWATER 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.

STORMWATER 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 stormwater, stormwater 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 is 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 ~~e~~Chapter ~~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 ~~e~~City ~~of Elko or its designee~~ shall administer, implement, and enforce the provisions of this ~~e~~Chapter 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 ~~e~~Chapter are minimum standards; therefore compliance with this ~~e~~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. 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~~ Against Illegal Discharges: No person shall discharge or cause to be discharged into the ~~municipal storm water conveyance system or watercourses~~ MS4, a watercourse, 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 ~~B typically less than 1 part per million chlorine~~ and in compliance with all federal and state requirements), or firefighting activities, ~~and any other source not containing pollutants or hazardous materials.~~
- Discharges specified in writing by the ~~authorized~~ enforcement agency as being necessary to protect public health and safety.
- 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.
- ~~The prohibition shall not apply to a~~Any non-stormwater 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:

- The construction, use, maintenance or continued existence of illegal connections to the ~~storm water conveyance system~~ MS4 is prohibited.
- ~~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. Any person ~~who is~~ subject to an ~~industrial or construction activity~~ NPDES stormwater 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 ~~e~~City 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 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 ~~e~~Chapter as often as may be necessary to determine compliance with this ~~e~~Chapter 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 ~~City 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 a ~~an~~ NPDES permit to discharge stormwater, and the performance of any additional duties pertaining to discharges as defined by local, state, and federal law.
3. The ~~City 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 stormwater discharge.
4. The ~~City of Elko or its designee has the right~~ is authorized 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 ~~City 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 City of Elko or its designee access to a permitted facility is to investigate a potential violation of a stormwater discharge permit shall be a violation and of this Chapter. A person who is the owner or operator of a facility with an required to maintain an NPDES permit to discharge stormwater associated with industrial activity commits an offense if the person denies the authorized enforcement agency violates this Chapter 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 Chapter.~~
7. If the ~~City 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 ~~Chapter~~ 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 a~~ 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 the Operators shall use of its BMP manual to identify and utilize appropriate BMPs for all activities regulated by this Chapter. 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. 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. 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 cCity of Elko finds determines that a person has not properly implemented the storm water pollution prevention plan a SWPPP or that the storm water pollution prevention plan SWPPP requires modification to prevent the discharge or possible discharge of pollutants into the storm water conveyance system or storm water MS4 or a watercourse, the cCity of Elko may, at in its sole discretion, allow a time frame instruct 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 object 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 ~~authorized appropriate 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 telephoneic 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 171.1775(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.

9-6-14: 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. 670, 3-13-2007)~~

- 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. 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 9-6-14 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. ~~(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 eChapter, 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 ~~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}~~

Section 2: Title 9, Chapter 7 of the Elko City Code is hereby amended to read as follows:

9-7-1: PURPOSE:

The purpose of this ~~c~~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 stormwater, ground water, water bodies, watercourses, and wetlands pursuant to and consistent with the ~~c~~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 stormwater discharges and into the ~~municipal storm sewer systems~~ MS4, soil erosion, sediment discharge, and sediment on public roadways, and
- C. Ensure adequate drainage, stormwater 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 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.

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

~~**CONSTRUCTION ACTIVITY:** Activities~~ An activity subject to an NPDES construction stormwater general permits issued by the ~~s~~State of Nevada. The term "construction activity" includes NPDES construction activities on a land disturbance of one (1) acre or more. The term "construction activity" also includes a land disturbance of less than one (1) acre if part of a larger common plan of development or sale that disturbs, or is proposed to disturb, one (1) acre or more. Construction activities on 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.

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-STORMWATER 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.

STORMWATER: 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.

STORMWATER 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 stormwater, stormwater 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 to any body of water, including, but not limited to, lakes, ponds, rivers, streams, and bodies of water which have been delineated by ~~the city of Elko~~ federal, state, or local agencies in accordance with federal, state, or local laws. (Ord. 671, 4-10-2007)

9-7-3: APPLICABILITY:

This Chapter regulates all water discharged from any construction site subject to an NPDES Construction Stormwater General Permit issued by the State of Nevada. 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 stormwater into the MS4, a watercourse, ~~or the stormwater conveyance system~~

waters of the United States. Best management practices shall ~~The regulations further require that BMPs 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 State ~~submittal~~ is required ~~on 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 construction activities disturbing less than one (1) acre if part of a larger common plan of development or sale that would disturb one (1) acre or more (including public works projects).
- B. Prior to issuance of any of the above referenced permits (grading, site development, building, site drainage, or encroachment), the following must be submitted to the Development Department for review:
 - 1. Construction permit submittal checklist;

2. Performance standards compliance checklist;
 3. Copy of ~~a n~~Notice of iIntent (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 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~~ Any person who engages in or is responsible for a construction activity, to include grading on a construction site, shall identify and implement BMPs consistent with the standards set for 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 City 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 finds~~ In the event the City determines 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 ~~City of Elko or its designee~~ may, ~~at its sole discretion, allow a time frame 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 City of Elko at risk of violating its NPDES permit, the inspector City may order change to the storm water order the person to remove, place, 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 pollutants are actually leaving the site if the City determines that 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 ~~City of Elko or its designee finds~~ determines that a person has violated a prohibition or failed to meet a requirement of this ~~Chapter, the authorized enforcement agency may order~~ the City may compel compliance by serving a written Notice of Violation to upon the responsible person discharger 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 notice A Notice of Violation issued under this section may require, without limitation:
 - 1. ~~Violating discharges, practices, or operations~~ That the acts or omissions resulting in a discharge shall immediately cease and desist;
 - 2. ~~The~~ Abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property; and

3. The payment of a fine established by the 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 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 ~~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 9-7-12 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 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 ~~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 chapter, including sampling and monitoring expenses. ~~(Ord. 671, 4-10-2007)~~

9-7-14: REMEDIES NOT EXCLUSIVE:

The remedies listed in this 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)

Section 3: Title 9, Chapter 8 of the Elko City Code is hereby amended to read as follows:

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 ~~a~~ 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~~National ~~p~~Pollutant ~~d~~Discharge ~~e~~Elimination ~~s~~System (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.~~

~~D. 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.

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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).

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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.

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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.

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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.

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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.

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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)

9-8-11 7: 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.

9-8-12 8: 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.

9-8-13 12: REMEDIES NOT EXCLUSIVE:

The remedies listed in this 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 ~~city of Elko~~ authorized enforcement agency to seek cumulative remedies. ~~(Ord. 776, 11-12-2013)~~

Section 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict

Section 5: If any section, paragraph, clause, or provision of this ordinance shall for any reason be held to be invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, the invalidity, unenforceability, or provision shall not affect any remaining provisions of this ordinance.

Section 6: 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 a newspaper of general circulation within the time established by law, for at least one publication.

Section 7: 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.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this ____ day of _____ 2020.

CITY OF ELKO

BY: _____
REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk