



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, August 28, 2018

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

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

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

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

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

ELKO COUNTY COURTHOUSE

571 Idaho Street, Elko, NV 89801

Date/Time Posted: August 23, 2018 at 8:40 a.m.

ELKO COUNTY LIBRARY

720 Court Street, Elko, NV 89801

Date/Time Posted: August 23, 2018 at 9:00 a.m.

ELKO POLICE DEPARTMENT

1448 Silver, Elko NV 89801

Date/Time Posted: August 23, 2018 at 8:50 a.m.

ELKO CITY HALL

1751 College Avenue, Elko, NV 89801

Date: Time Posted: August 23, 2018 at 8:30 a.m.

Posted by: Kim Wilkinson

Name

Administrative Assistant

Title

Kim Wilkinson
Signature

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

Dated this 23rd day of August, 2018

NOTICE TO PERSONS WITH DISABILITIES

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

Curtis Calder
Curtis Calder, City Manager

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.D.T., TUESDAY, AUGUST 28, 2018
ELKO CITY HALL, 1751 COLLEGE AVENUE, ELKO, NEVADA

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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

APPROVAL OF MINUTES: August 14, 2018 **Regular Session**

I. PRESENTATIONS

- A. Reading of a proclamation by the Mayor recognizing the month of September as Take off Pounds Sensibly (TOPS), and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**
- B. Presentation of the Annual Crime Report 2017 by Police Chief Ben Reed, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

II. CONSENT AGENDA

- A. Review, consideration, and possible approval of the revised position description for Lead Mechanic, and matters related thereto. **FOR POSSIBLE ACTION**

The Lead Mechanic Position Description has been revised and updated to more accurately reflect the requirements and qualifications of the position, and to comply with updated position description standards as recommended by POOL/PACT. AB

- B. Review, consideration, and possible approval of the revised position description for Mechanic I, and matters related thereto. **FOR POSSIBLE ACTION**

The Mechanic I Position Description has been revised and updated to more accurately reflect the requirements and qualifications of the position, and to comply with updated position description standards as recommended by POOL/PACT. AB

- C. Review, consideration, and possible approval of the revised position description for Mechanic II, and matters related thereto. **FOR POSSIBLE ACTION**

The Mechanic II Position Description has been revised and updated to more accurately reflect the requirements and qualifications of the position, and to comply with updated position description standards as recommended by POOL/PACT. AB

- D. Review, consideration, and possible approval of the revised position description for Mechanic III, and matters related thereto. **FOR POSSIBLE ACTION**

The Mechanic III Position Description has been revised and updated to more accurately reflect the requirements and qualifications of the position, and to comply with updated position description standards as recommended by POOL/PACT. AB

- E. Review, consideration, and possible approval of the revised position description for Welder, and matters related thereto. **FOR POSSIBLE ACTION**

The Welder Position Description has been revised and updated to more accurately reflect the requirements and qualifications of the position, and to comply with updated position description standards as recommended by POOL/PACT. AB

III. PERSONNEL

- A. Employee Introductions:

- 1.) Clark Phillips, Water Operator II, Water/Sewer Department
- 2.) Rhyan Meade, Systems Administrator, Information Systems Department

- B. Fire Department, Badge Pinning by Fire Chief Matt Griego

- 1.) Brian Hoehne, Firefighter, Fire Department

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, consideration, and possible amendment of Jviation, Inc. Contract No. 16 dated January 14, 2014 with the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

This item is to amend the current contract between the City of Elko and Jviation, Inc. The Jviation contract amendment No. 16 will cover fees associated with

Airport improvement Project (AIP 49 upgrade airport security fence, including construction management services. JF

V. NEW BUSINESS

- A. Review, consideration, and possible approval of a request from the Downtown Business Association (DBA) for a Letter of Support for the Levitt AMP Elko Music Series a request to utilize the Elko Train Park for the free outdoor concert series, and matters related thereto. **FOR POSSIBLE ACTION**

The DBA requested and was approved for this item by the Council last year. However, the DBA was unsuccessful in obtaining the grant. They are once again applying for the grant from the Levitt Foundation for a free outdoor concert series to be presented between May 1, 2019 and October 31, 2019. There will be a minimum of 10 Concerts. The goal of the Levitt AMP Elko Concert Series is to reflect the best of Elko City life by creating community and social interaction among people of all ages and backgrounds, empowering Elko to reclaim green spaces and reinvigorate public spaces, and ensuring the performing arts are accessible to all through high quality free concerts. KW

- B. Review, consideration, and possible approval of a request from the Downtown Business Association (DBA) to reserve fifty (50) parking stalls on various City of Elko rights-of-way on September 8, 2018, from 3:00 p.m. to 7:00 p.m., for the purpose of displaying classic vehicles during the DBA's Wine Walk, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review, consideration, and possible initiation to amend Title 8 Chapter 2, Conditions of Utility Occupancy of Public Roads and City Street Cuts and Repairs, and matters related thereto. **FOR POSSIBLE ACTION**

The principal objective of the proposed revision is to include Dig Smart requirements requiring the installation of conduits required for fiber optic installation in all roadway projects. Additional revisions are proposed to clarify other provisions of code. SAW

- D. Review, consideration, and possible acceptance of a Deed of Dedication offered by Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy for a permanent non-exclusive right-of-way for a public street and utilities associated with a segment Statice Street, and matters related thereto. **FOR POSSIBLE ACTION**

Staff has been working with property owners to convert portions of Statice Street of record as easements to non-exclusive right-of-way for a public street and utility uses. NV Energy has offered the segment of roadway on its property for dedication of right-of-way. SAW

- E. Review, consideration, and possible approval of a request from the National Historic California Emigrant Trail Interpretive Center Advisory Board to submit a Letter of Support for the Bureau of Land Management (BLM) FY 2019 Budget Request, and matters related thereto. **FOR POSSIBLE ACTION**

On August 9, 2018, the National Historic California Emigrant Trail Interpretive Center Advisory Board voted to recommend that the City Council submit a Letter of Support for the Bureau of Land Management (BLM) FY 2019 Budget Request, which includes a line item request of approximately \$590,000 for the Interpretive Center. A draft letter has been included in the agenda packet for review. CC

VI. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Ratification of the Police Chief issuing a 30-day temporary Retail Liquor License and possible issuance of a Regular Retail Liquor License to Kathy Symes, dba Modz Arcade, located at 570 Commercial Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

See attached memo from Police Chief Ben Reed, Jr. BR

VII. REPORTS

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

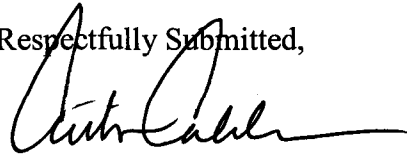
COMMENTS BY THE GENERAL PUBLIC

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

ADJOURNMENT

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Curtis Calder", with a long horizontal flourish extending to the right.

Curtis Calder
City Manager

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

SS August 14, 2018

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, August 14, 2018.

This meeting was called to order by Mayor Chris Johnson.

CALL TO ORDER

ROLL CALL

Mayor Present: Chris J. Johnson

Council Present: Councilman John Rice *left at 6:16pm*
 Councilwoman Simons
 Councilman Robert Schmidlein *arrived at 4:03pm*
 Councilman Reece Keener

City Staff Present: Curtis Calder, City Manager
 Scott Wilkinson, Assistant City Manager
 Ryan Limberg, Utilities Director
 Kelly Wooldridge, City Clerk
 Dennis Strickland, Public Works Director
 Cathy Laughlin, City Planner
 John Holmes, Fire Marshal
 Jack Snyder, Deputy Fire Chief
 Ben Reed Jr., Police Chief
 James Wiley, Parks and Recreation Director
 Aubree Barnum, Human Resources Manager
 Candi Quilici, Accounting Manager
 Jim Foster, Airport Manager
 Bob Thibault, Civil Engineer
 Mike Hess, Landfill Superintendent
 Jeff Ford, Building Official
 Dave Stanton, City Attorney
 Tom Coyle, Deputy City Attorney
 Diann Byington, Recording Secretary

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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Laura Oslund, PACE Coalition, stopped by to say hello and update the Council. They received the Mobility Manager Grant to help coordinate the transportation for those in need. They are also working with the Child Advocacy Center to help write grants. They continue to provide the adult and youth mental health first aid classes that help bring awareness to mental health issues. She has written some other grants in the hopes to bring more mental health services. She spoke about several programs PACE is working with. They are working hard for the community members to bring resources the community needs.

I. PRESENTATIONS

- A. Presentation of an Appreciation Plaque for Mr. Kenneth Sestanovich for his 27+ Years of Service, and matters related thereto. **INFORMATION ONLY-NON ACTION ITEM**

Mayor Johnson presented Mr. Kenneth Sestanovich with a plaque and thanked him for his service.

Kenneth Sestanovich said he appreciates what everyone has done for him for his retirement. He has a lot of things to get done now. He enjoyed working for the City.

Dennis Strickland said he worked with Kenny for half of his career. He was a very dedicated employee and he thanked him for that.

II. PERSONNEL

- A. Employee Introductions:

- 1) Clark Phillips, Water Operator II, Water/Sewer Department
NOT Present.
- 2) Caleb McHale, Parks Maintenance Technician I, Parks Department
Present and introduced.
- 3) Damian Thornton, Parks Maintenance Technician I, Parks Department
NOT Present.
- 4) Josh Delmore, Equipment Operator I, Street Department
Present and introduced.

I. PRESENTATIONS (Cont.)

- C. Presentation by Wells Rural Electric Regarding Opposition to Question 3 “The Energy Choice Initiative” – for the 2018 General Election, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

Garrett Hilton, Wells Rural Electric Company, stated this is an important issue that will have lasting impact on the State of Nevada. He explained Question 3 is a proposed amendment to the State Constitution that would mandate meaningful choice when it comes to purchasing electricity. He expressed, as it is written, it isn’t clear what this is really about. If you watch TV you hear how much we need choice but we believe that there are other choices that need to be

considered. They do not think this should be in the State Constitution. This will have negative consequences. He gave a presentation. (Exhibit "A")

Thad Ballard, Wells Rural Electric, continued with the presentation.

Councilman Keener noted the City has enjoyed franchise fees from NV Energy. He asked, under this scenario, how would those franchise fees be impacted?

Mr. Ballard answered it would be difficult to say but initially you would lose the energy component of the franchise fees or you would have to create new franchise fee agreements from other providers that come in to serve the area.

B. Presentation by Judge Mason Simons on Interim Legislative Committee on Civil Traffic Infractions, and matters related thereto. **INFORMATION ONLY- NON ACTION ITEM**

Justice Court Judge Mason Simons spoke about the impact of a traffic infraction system (Exhibit "B"). Over the last few legislative sessions, there have been bills submitted to completely change the traffic system of our state. Under our current system, traffic violations are considered misdemeanor crimes. Other states have moved to decriminalize traffic violations. They have converted their traffic violations from being criminal in nature to being civil infractions. There are three potential issues of concern that he identified when he talked to the legislature. One is the system that currently exists, is a system largely dependent upon administrative assessment fees to fund much of the criminal justice system. Each time a person is convicted of a criminal offense, in addition to any fine imposed by the court, the court is required to assess a bunch of fees and attach those to the fine. Many state institutions are almost completely funded through administrative assessments. Those fees that are collected when you get a ticket, they are funding these institutions. If you start tinkering with these formulas you are creating a giant problem where things are funded largely with administrative assessments are going to shift back over to general fund expenses. His second issue is what happens when you don't pay a traffic ticket. Right now you would get a bench warrant issued for your arrest for not paying your traffic citation. The courts have a fairly big stick to get you to pay your tickets. Most of the studies indicate that when states make the transition over to civil infractions and bench warrants are no longer an option for the courts to collect that unpaid traffic citation, the collection rate on those citations goes down. That could impact the budget of the City of Elko. Third, he wanted to point out that there are potential impacts in the way that law enforcement would do their job. Officers will often have interactions with someone that they know has a warrant. They will arrest the individual. Once they put them in custody, they have to perform a "search incident to arrest." Often times he sees that contraband is found in the possession of these individuals when they are taken into custody on a warrant. If you remove all of the traffic citation warrants, there will be less searches incident to arrest that would be occurring, and a lot less contraband will be seized from the street. These are his personal observations and opinions. He doesn't express the opinion of any organization.

III. APPROPRIATIONS

C. Review, consideration, and possible award of the bid for the 6th Street Storm Drain Repair Phase 2, and matters related thereto. **FOR POSSIBLE ACTION**

At their June 26, 2018 meeting, Council authorized Staff to solicit bids for the replacement of approximately 110 feet of culvert with this project. DS

Councilman Schmidlein disclosed that due to his affiliation with Canyon Construction and his partners that are owners of Great Basin Engineering, he recused himself and left the room.

Dennis Strickland, Public Works Director, explained there was one minor defect in the bid from Great Basin Engineering that was an eighty-eight cent arithmetic error. Nothing that would cause them to reject the bid. He recommended award to Great Basin Engineering in the amount of \$59,176.60.

**** A motion was made by Councilman Rice, seconded by Councilwoman Simons, to award the bid for the 6th Street Storm Drain Repair Phase 2 to Great Basin Engineering in the amount of \$59,175.60.**

Scott Wilkinson, Assistant City Manager, asked if they needed to have a finding.

Dave Stanton, City Attorney, asked where the error was.

Mr. Strickland answered he couldn't remember which item but it was eighty-eight cents.

Mr. Stanton asked if it was in the bid tabulation itself.

Mr. Strickland answered that was where it was discovered and corrected. There were two items that were off by forty-four cents each. He thought they were highlighted on the bid tab.

Mr. Stanton said to identify them to the Council so then Council can waive that as a minor technical defect.

Mr. Strickland said bid item No. 4 was stated as \$22,138.60 and it should have been \$22,138.04 leaving a difference of forty-four cents. Bid item No. 5 was stated as \$20,158.60 and it should have been \$20,158.04 leaving a difference of forty-four cents. The total was eighty-eight cents difference.

**** Councilman Rice amended his motion to note that there was a minor technical defect in the bid in the total amount of eighty-eight cents. It is his understanding that the \$59,175.60 is the corrected amount. The Council waives that as a minor technical defect.**

Councilwoman Simons stated that her second still stood.

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

IV. UNFINISHED BUSINESS

- A. Review, consideration, and possible action to conditionally approve Final Plat No. 8-18, filed by Parrado Partners LP., for the development of a subdivision entitled Great Basin Estates, Phase 2 involving the proposed division of approximately

13.907 acres of property into 19 lots for residential development and 1 remaining lot within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

The Subject property is located generally northeast of Flagstone Drive between Opal Drive and Clarkson Drive (APN 001-633-030). On May 3, 2016, the Planning Commission took action recommending the City Council conditionally approve the preliminary plat. The Preliminary Plat was conditionally approved by the City Council on May 24, 2016. On June 5, 2018, the Planning Commission took action recommending a conditional approval of the final plat to the City Council. CL

Cathy Laughlin, City Planner, explained this is the Final Plat for Phase 2. Planning Commission has reviewed the plat and had 11 conditions listed in the staff report. She recommended conditional approval.

**** A motion was made by Councilman Keener, seconded by Councilwoman Simons, to conditionally approve Final Plat No. 8-18 with Great Basin Estates Phase 2 Subdivision, subject to the conditions as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

V. NEW BUSINESS

- C. Review, consideration, and possible approval of an Agreement to Install Improvements and Performance/Maintenance Guarantees for subdivision improvements associated with the Great Basin Estates Phase 2 subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code 3-3-44 requires the subdivider to have executed and filed an agreement between the subdivider and the City for the required subdivision improvements, included stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in accordance with Elko City Code 3-3-45. The Planning Commission recommended as one of the conditions for approval of the final plat, that the agreement shall be approved by the City Council.

The Planning Commission also recommended that the Developer shall enter into the agreement within 30 of the City Council's approval of the final plat. SAW

Scott Wilkinson, Assistant City Manager, said Mr. Capps was in the audience and was there to present testimony. Mr. Capps would like the City Council to consider the same action they considered with Tower Hills Phase 1, basing the amount of security on the amount of certified work completed. If that is considered we would have a bond of 10% of the engineer's estimate, in the amount of \$38,059.

Mayor Johnson asked if staff agreed with this amount.

Mr. Wilkinson answered yes.

**** A motion was made by Councilwoman Simons, seconded by Councilman Keener, to approve the Agreement to Install Improvements and Performance Maintenance Guarantee for subdivision improvements associated with Great Basin Estates Phase 2 Subdivision. The subdivider shall enter into the agreement within thirty days in the amount of \$38,059, based on prior staff approvals and to continue with the work and certifications by the developer's engineer of record as of August 14, 2014, and advise staff to alter the performance agreement accordingly.**

The motion passed unanimously. (5-0)

Dave Stanton, City Attorney, clarified that this would be a change to the performance agreement that is included in the packet. He asked that the agreement be modified accordingly.

Councilman Keener seconded the motion.

Council voted on the motion.

VI. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Review for possible approval or denial of a House of Prostitution License Application and Retail Liquor License Application made by Louis R. Goldberg, dba Mona's Ranch located at 103 S 3rd Street, Elko, and matters related thereto.
FOR POSSIBLE ACTION

A comprehensive background investigation was conducted by Elko Police Detectives regarding the Applicant. Mr. Goldberg has met the requirements relating to City Code 4-9-7. The Police Chief has reviewed the investigation and documented a summary of the results in the attached memo to the Council. BR

Ben Reed Jr., Police Chief, explained he completed the background investigation on both applicants. He gave a summary of the investigation. Mr. Goldberg has asked to operate Mona's Ranch jointly with Ms. Anna Brown. Mr. Goldberg disclosed one criminal arrest in 1990 for possession of a controlled substance. It does not disqualify him per the code. In his report to Council, he noted Mr. Goldberg plans to be here about half-time every month. He will be living in California the rest of the time. There were no disqualifications noted. One issue to consider is the suspension of Mona's last February. That suspension was for the current owners of Monas whom reside in Las Vegas. Mr. Goldberg was the manager of Monas when this occurred. Mr. Goldberg was not a licensee at that time. The applicant's financial situation is satisfactory. He has plans on how to conduct his business that he has shared with council in the past. There are some negatives but that incident was a long time ago. Again, he was the manager of Mona's six months ago when there was the issue with trafficable amounts of drugs found at the business. There are two applicants and they have both paid their fees.

Councilman Rice asked since we suspended the license, what happens to that.

Dave Stanton, City Attorney, answered that would only apply to the owners of the business at that time.

Chief Reed noted there are some things that need to be signed off by the Fire Marshal and that needs to occur before the City Clerk issues the business license.

Councilman Schmittlein asked if there is a probation period for the new applicants.

Mr. Stanton said the code gives City Council some discretion. Some restrictions can be placed on the license and the authority to do so is broad. It can be found under City Code 4-9-9. There are a few listed restrictions and Council may impose additional restrictions.

Councilman Schmittlein said he read through this a couple of different times. Mr. Goldberg put fifteen days a month that he would be there. Would he be opposed to moving that to twenty days a month?

Louis Goldberg, San Francisco, CA, said he is open to just about anything. During those fifteen days a month he is there 24/7. He has no problem doing twenty but he is still there more than most business owners. Anna will be there on his off days. He doesn't take a day off because he is always looking at cameras and on the phone with managers.

Councilman Rice asked about a business plan.

Mr. Goldberg handed out a printout of *Mona's Ranch Business Implementation Plan* (Exhibit "C").

Councilman Rice asked what the consequences of positive random drug tests would be.

Mr. Goldberg answered it would be immediate termination if they test positive. All of the bartenders and managers took a drug certification class to know what people look like when they are on drugs (Exhibit "D").

Councilman Rice asked about random room and bag inspections.

Mr. Goldberg answered that is to make sure no one is bringing anything illegal or not allowed in. They also want to make sure no one is stealing anything. Their main concern is making sure there isn't something in the rooms that shouldn't be there.

Councilman Rice thought this looked pretty typical. They are not too far from what a regular work permit requires.

Chief Reed went over the list and identified what they are concerned with.

Councilman Rice asked if he would he be willing to report to the Police on a monthly basis?

Mr. Goldberg answered yes he would. All of these rules were implemented in April at Mona's as well as Inez's. He stated, we have learned a lot.

Councilman Rice asked in terms of the drug offense, it said sealed. Does that actually mean it was expunged?

Chief Reed said they didn't dig into the details because it was so long ago and Mr. Goldberg disclosed it.

Councilman Rice asked about the economic advantage to the community.

Mr. Goldberg answered there are several advantages. There are groups of people that come into the area for gatherings. They also come to Mona's. People do not come to Elko just to do one thing. They spend money everywhere, including the brothels.

Councilman Rice asked if they work with the ECVA on that?

Mr. Goldberg answered no but they are members of the Chamber.

Councilman Rice asked what a brothel license costs.

Chief Reed answered the annual cost is \$3,000. The application fee is a one-time cost of \$2,500.

Councilman Rice asked how often do they send troops to the brothels for inspections.

Chief Reed answered at least once a week. There is always at least two people, one male and one female. Chief Reed goes at least once a year to touch base with the managers or owners on site.

Councilman Rice asked if the \$3000 fee covered the costs of the inspections.

Chief Reed answered no and they have been looking at that. He felt it was woefully low. They spend a lot of time at the front counter licensing the employees, who also pay a fee.

Councilman Rice said he looked into the number of positive tests for sexually transmitted diseases. It probably happens city wide, industry wide, about a dozen times a year.

Chief Reed said they are aware of the brothels but not all of the cases.

Councilman Rice said every week they post health inspections at restaurants. Would he be willing to post test results of the prostitutes so people know they are not going to a brothel with a problem.

Councilman Keener thought that would be an undue hardship making them the only one that does that.

Councilman Schmidtlein thought those should be posted on a bulletin board as you enter the facility. Just like an MSHA certification.

Councilman Rice thought they do that for the restaurant industry. He was not saying they needed to name names.

Mr. Goldberg said he would be willing to do that.

Councilman Rice said he doesn't have any moral objections to this. His main concern is human trafficking. There is no evidence that human trafficking is occurring in the City of Elko but he also has no assurance that this is not occurring. He would like to see the non-English speaking prostitutes represented with an interpreter.

Mr. Goldberg said that would not happen because if he cannot have a conversation with the prostitute then he is not hiring her.

Councilman Rice said he got a complaint from a prostitute that said she was forced to perform services against her will for some of Mr. Goldberg's friends. Is he in the habit of doing that?

Mr. Goldberg said he doesn't have any friends. That prostitute has since recanted her statements. That would not happen because these women are contractors. They set their own rates. There is never any favoritism. He reported the person that complained has begged to come back to work with him.

Councilman Rice said he has a hard time getting over Mr. Goldberg being in charge when there were issues with the brothel six months ago. He was in charge of the house but he was not in control of the house. He is not convinced that he will be in any more control of the house. He is coming at this from a basic human rights foundation. Brothels have always been in Elko. In the twelve years he has been on the board, other than the meeting in February, we have spent just a few minutes discussing brothels. He is simply not convinced that we are not somehow permitting some kind of human trafficking. One way we can control that is not permit another brothel in this town. He will not be able to support this.

Councilwoman Simons said she has huge moral issues with the industry. She is wondering if limiting the number of brothels is something that should be discussed under a separate issue.

Mr. Stanton said under the open meeting law that issue is not on the agenda. In Nevada Law, the Council has the ability to not allow any brothels in the City at all, or to limit the number to what the Council feels is justified.

Councilman Rice asked if they had no obligation to grant this permit.

Mr. Stanton answered they had no obligation to do it but if you don't do it, it has to be under the standards set forth in the City Code. The reasons in 4-9-7E say Council can refuse to grant the license. There are eight criteria listed. We are only discussing this application.

Councilman Rice said, broad statements aside, then the fact that Louis was in charge of the house when someone had trafficable amounts of meth in the house, reason 6 (Whose license under the provisions of this chapter would be contrary to the health, welfare or safety of the city or its residents) would be his reason to deny the license.

Mr. Stanton stated yes.

The Council then asked for public comment.

Chip Stone, Elko, NV, said he is running for City Council but this has nothing to do with that. This is about being a citizen of Elko and hearing what the citizens want. Who would do the random searches?

Mr. Goldberg answered the managers.

Mr. Stone asked how many formal employees would there be?

Mr. Goldberg said there would be more but some are still looking at the options of being an employee vs a contractor. There would be 2 to 3.

Mr. Stone asked when you are gone, who will be in charge?

Mr. Goldberg answered the other licensee Anna.

Mr. Stone said his understanding is that we have more brothels in Elko than anywhere else in the state. Is that his understanding?

Mr. Goldberg said Reno has more brothels.

Mr. Reed said we have the most in Elko County. We have eight in Elko County, total. That is about ¼ of all the brothels in the state.

Mr. Stone said he respects his choice of making a living. He does not like the idea of brothels. He has heard the arguments that with brothels, the rate of rapes are down. He doesn't think the City of Elko wants more brothels. In the businesses that he has, he has 100's of groups come in asking for donations. He would not want one of his kids knocking on the door asking for donations. He doesn't think the money that is spent in the brothels stays in the community.

Mr. Goldberg said he does donate to the schools. To kids in general, he donates about \$50,000 a year. All the donations are done in Elko. He is interested in being part of PACE Coalition. He spends a lot of money here in Elko. Every penny that Anna makes is kept and spent here.

Burt Gurr, 554 S. 5th Street, said he has sold four brothels in the last ten years. In every case they have financial statements so people can look at them. When Mona sold the place the last time, her financial statement showed a net of \$141,000. They tried to sell Bella's in Wells for \$8 million but now it is down to \$1.3 million. They can't get it because there is no gross there. Where people are talking about millions of dollars the walk in the door does not really happen. They do a lot of work down there for not a lot of pay. He grew up here. Those places have been there since before he was born. There are only four brothel licenses in the City. The 5th is already closed and he is in the process of combining that with something else. He felt the application was straightforward and the law was straightforward.

There was no further public comment.

Councilman Schmidtlein said he wants to hear more from the other council members before a motion. Six months ago we suspended the license. If we intended to never give these people a license, why didn't we just shut them down instead of suspending the license and give them false hope?

Councilman Rice said this was a new license application and that suspension is a separate issue.

Mayor Johnson thought that was a good point. He was willing to grant the license. Does the dual license cause any issues in the event of a situation?

**** A motion was made by Councilman Rice, seconded by Councilwoman Simons, to deny a brothel license to Louis Goldberg, finding that under the City Code E6, the license under the provision of this chapter would be contrary to the health, welfare and safety of the City or its residents given the fact that of Louis Goldberg's history of inattention to what is going on in his brothel in the past, where he permitted a contractor or manager or bartender to have trafficable amounts of methamphetamine in the house while it was in operation.**

The motion failed. (1-4 Mayor Johnson, Councilwoman Simons, Councilman Schmidtlein and Councilman Keener voted against.)

After the motion and before the vote, Councilwoman Simons wanted to make the point that this is a separate issue. If we have brothels in this town, which we do, this man has made his application, made it through the background check and has made the effort to change. He has passed all the tests for her. If we vote no we are picking on him.

Councilman Rice thought his record and paying so little attention on the house, that is a reason to deny the license. His motion is about this permit and not the number of brothels.

Councilwoman Simons asked if what we asked him to do at that former meeting by showing what he would do to make changes, do you feel he has done that.

Councilman Rice said he has not convinced me.

Council voted on the motion.

Chief Reed said the two applicants would work to their advantage by increasing accountability. If Council grants both the applications, they will both be on that license.

Mayor Johnson noted if there is a violation of the license then both will be in front of council.

**** A motion was made by Councilman Keener, seconded by Councilman Schmidtlein, to approve a House of Prostitution License Application and Retail Liquor License Application for Louis R. Goldberg, with the restriction that he is on site twenty days a month and that would be something that would be subject to audit at the Police Department's discretion and that would be up to the applicant to prove through phone**

records or by whatever means, something that would not be a burden on the Police Department.

The motion passed. (4-1 Councilman Rice voted against.)

After the motion and before the vote, Mayor Johnson said growing up in Elko the brothels have always been. He has heard the arguments about the benefit of having brothels in town. There is at least one county that has the legality of brothels on their ballot. Maybe at that time Elko will take another look at the community. The general support is still in place. He is voting for the approval of the license. We closed the brothel for "X" amount of days and Mr. Goldberg has fulfilled his obligations.

Councilman Keener thought Councilman Schmidtlein made a great point earlier. If we never had any intention of opening it, why did we suspend it in the first place. To answer Councilman Rice's concerns about human trafficking, he feels assured that is not happening within our community.

Councilman Schmidtlein asked was it an outright purchase that you made with the previous owner or what parameters?

Mr. Goldberg said it is a purchase with no money down. The old owners are the bank.

Council voted on the motion.

Councilman Rice left at 6:16 p.m.

VII. 5:30 P.M. PUBLIC HEARINGS

- A. Second reading, public hearing, and possible adoption of Ordinance No. 833, an ordinance amending Title 7, Chapter 2 and Title 7, Chapter 5, of the Elko City Code entitled **"TRAFFIC REGULATIONS"**, and other matters related thereto.
FOR POSSIBLE ACTION

At its July 24, 2018 meeting, Council held the first reading of Ordinance No. 833.
BR

Chief Reed spoke about the changes. This will put us in conformance with what the Court wants and the electronic tickets. This has all been approved by Mr. Coyle with the City Attorney's office.

Mayor Johnson called for public comment without a response.

**** A motion was made by Councilman Keener, seconded by Councilman Schmidtlein, to conduct second reading, public hearing and adopt Ordinance No. 833.**

The motion passed. (4-0 Councilman Rice was absent.)

VI. PETITIONS, APPEALS, AND COMMUNICATIONS (Cont.)

- B. Review for possible approval or denial of a House of Prostitution License Application made by Anna L. Brown, dba Mona's Ranch located at 103 S 3rd Street, Elko, and matters related thereto. **FOR POSSIBLE ACTION**

A comprehensive background investigation was conducted by Elko Police Detectives regarding the Applicant. Ms. Brown has met the requirements relating to City Code 4-9-7. The Police Chief has reviewed the investigation and documented a summary of the results in the attached memo to the Council. BR

Chief Reed said this application has the same issues as before. The applicant lives locally here with her son. Ms. Brown has no criminal history. She would be here locally, on-site or able to respond if we needed anything. We did not dive as deep into her finances since Mr. Goldberg will be the primary. She does not have the level of assets that Mr. Goldberg has. Her assets are minimal and her liabilities are minimal. She did file for bankruptcy protection in April 2014. There are a number of negative reports on her but they all seem to be medical in nature. She was also one of the managers/bartenders when Council took the suspension action. No evidence of Ms. Brown being involved in organized crime. She noted that in the future she may have the opportunity to be more of a financial owner. There will be one license but there will be two licensees noted.

**** A motion was made by Councilman Schmidtlein, seconded by Councilman Keener, to grant a House of Prostitution License to Anna L. Brown, dba Mona's Ranch, located at 103 S. 3rd Street in Elko.**

The motion passed. (4-0 Councilman Rice was absent.)

- C. Consideration of a request from Mr. Tony Giles to appeal a work permit denial by Police Chief Ben Reed, Jr., and matters related thereto. **FOR POSSIBLE ACTION**

Any person whose application for a work permit has been denied or revoked by the Police Chief may appeal to the City Council for a hearing to show cause why the work permit should be issued or should not be revoked.

In this instance, the Police Chief denied the work permit based upon the following three (3) City Code provisions:

5-11-4 (E) 4: The Police Chief may deny any application made by any applicant who does not meet the requirements of this chapter, or who has failed to disclose, misstated or otherwise misled the Police Chief in respect to any facts or statement contained within the application, or who has refused or neglected to comply with any of the provisions of this chapter.

5-11-2 A: To better define the policy of the City and this chapter, the following persons may be declared to be unqualified, disqualified or unsuitable persons to be granted or to hold bar employee work permits under the provisions of this chapter: A person who

within the past three (3) years, has been convicted of a felony or of any crime which, under the laws of this state, is punishable as a felony.

5-11-2 C: A person who the Police Chief determines is not a suitable person to receive a work permit under the provisions of this chapter, having due consideration for the proper protection of the public health, safety, morals, good order and general welfare of the inhabitants of the City.

A copy of Mr. Giles' letter requesting an appeal and Work Permit Application have been enclosed in the agenda packet for review. CC

Curtis Calder, City Manager, handed out some confidential papers regarding Mr. Giles. When we get bar card appeals, he puts them on the agenda and then the information is provided for consideration. To overturn the denial, the decision must be unanimous. A unanimous decision of a quorum would suffice in this case.

Dave Stanton, City Attorney, agreed.

Mr. Calder said the City Council will take testimony from the appellant.

Tony Giles, 425 Trescartes Ave, Spring Creek, NV, said he didn't realize until he got a call back from the Police Chief regarding the information in his application, that he didn't include everything, just the last three years. He was going off what his probation officer gave him. He didn't disclose his entire past history because he didn't know he needed to. He is on probation. The crime happened October 30, 2014. The crime happened over three years ago. He didn't get the conviction until January of 2016. He is trying to get his life back together. He got his gaming card. He has passed his Get Tips Certification and is employed at the Red Lion as a bar back. He should be off probation after next month. He has all of his court fees paid and restitution paid.

Mayor Johnson asked if with some time he would be eligible.

Chief Reed answered yes. He goes off conviction dates. There was some confusion there. He came in the next day and he got fingerprinted. He got the report back and the applicant did not disclose all of his arrests. We had a dishonesty issue. He won't meet the qualifications until January. He does not have the authority to overlook the City Code. The Council has authority to grant the bard card within this appeal if they so choose.

Mr. Giles said it wasn't intentional to do anything dishonest. He offered to go to the probation office and get everything when he met with Chief Reed.

Councilman Schmidlein said if his probation officer granted him "Good Duty Served" and the probation is removed prior to January 2019, he would be willing to grant the permit. Until then he will have to back Chief Reed.

Councilwoman Simons thought that once he is off probation, she wouldn't mind stepping on the Chief's toes a little bit.

**** A motion was made by Councilman Schmidtlein, seconded by Councilwoman Simons, to deny the request of Tony Giles receiving a permit, with the understanding that if he is removed from probation he could come back to the Police Chief and reapply for the Bar Card, and Council would recognize the Chief having the authority to grant a license if he so wants. If he does not feel comfortable with that, he can come back to Council.**

The motion passed. (4-0 Councilman Rice was absent.)

After the motion and before the vote, Mr. Giles asked if he would have to come back to Council after he goes to the Chief.

Mr. Stanton said if the Chief grants it then...

Councilwoman Simons said the Chief doesn't have the authority to grant it under three years.

Chief Reed said if he has direction from the Council tonight, he will take care of that. He can go to the Police Department and they would take care of it.

Mr. Stanton said this is discretionary because the Code uses the word "may."

Council voted on the motion.

III. APPROPRIATIONS (Cont.)

- D. Review, consideration, and possible approval of the Elko Police Department to purchase two (2) Dodge Charger Police model sedans, and matters related thereto.
FOR POSSIBLE ACTION

Elko Police Department was approved in the FY2018/19 budgeting process to purchase two (2) patrol vehicles. The cost of two (2) Dodge Charger Police model sedans, including the buildout for lighting, audio, computer, radio, graphics, etc. is \$53,106.90 each. Total cost for both vehicles is estimated at \$106,213.80. BR

Chief Reed explained this was approved at budget time. It is here tonight because it exceeds his authority to approve purchases under \$50,000. The numbers tonight are estimates until we get the final bill. They are \$213 over budget but they are under budget on the next agenda item.

**** A motion was made by Councilwoman Simons, seconded by Councilman Keener, to authorize the Elko Police Department to purchase two (2) Dodge Charger Police model sedans and related equipment.**

The motion passed. (4-0 Councilman Rice was absent.)

- E. Review, consideration, and possible approval of the Elko Police Department to purchase two (2) Chevy Tahoe Police model SUV's, and matters related thereto.
FOR POSSIBLE ACTION

Elko Police Department was approved in the FY2018/19 budgeting process to purchase two (2) Chevrolet Tahoe Police model SUV's. The cost of two (2)

Chevrolet Tahoe Police model vehicles, including the buildout for lighting, audio, computer, radio, graphics, etc.; one as a patrol unit and one as a detective unit, is estimated at \$123,977.10 (Patrol - \$72,973.69; Detective - \$51,003.41). BR

Chief Reed said they have worked over the years to diversify the fleet a bit. He felt that has worked well so far. The extra cost for an SUV vs a sedan, has paid out.

Councilman Schmidlein asked about the radios at being \$10,000. Are these the latest and greatest? What about the old radios.

Chief Reed answered it depends on what is being replaced and what can go into what vehicle. We are getting to the point where we can reuse some of the equipment. If it will fit, it will go in and we will save some money. We are watching that.

**** A motion was made by Councilman Keener, seconded by Councilman Schmidlein, to authorize the Elko Police Department to purchase two (2) Chevrolet Tahoe Police model SUVs and related equipment.**

The motion passed. (4-0 Councilman Rice was absent.)

V. NEW BUSINESS (Cont.)

- A. Review, consideration, and possible approval to dedicate Right-of-Way for Statice Street across property owned by the City of Elko at the intersection of Ruby Vista Drive and Statice Street, on APN 001-860-065, and matters related thereto. **FOR POSSIBLE ACTION**

This area of Statice Street has existed as an access easement for many years. Other property owners along this block have been dedicating Right-of-Way, and this portion of the Well-36 property will complete the 70' wide Right-of-Way in this area. BT

Bob Thibault, Civil Engineer, explained this is at Well #36, owned by the City. It is a little strip of land along the southwesterly boundary. We would like to dedicate this to make it a total of 75 ft. wide right-of-way.

**** A motion was made by Councilman Schmidlein, seconded by Councilman Keener, to approve the dedication of Right-of-Way for Statice Street across City owned property at APN: 001-860-065.**

The motion passed. (4-0 Councilman Rice was absent.)

- B. Review, consideration, and possible approval of an extension of contract days to the Sports Complex Phase 1 Construction Contract with Granite Construction, and matters related thereto. **FOR POSSIBLE ACTION**

Granite Construction is requesting 24 additional contract days due to the severity of the groundwater on-site. A letter from Granite Construction explaining the

hardship and a change order form outlining the request are included in the agenda packet. BT

Mr. Thibault explained when Granite Construction had a pipe crew show up on site, they really struggled with the groundwater. They were not able to dig to 11 feet deep due to the groundwater and the sides slopping in. These struggles kept going on. They kept trying to dig well points but the walls kept caving in. The 24 days comes from the time when that the pipe crew arrived on site to the time that they actually started laying pipe. They are requesting that these days be added to the contract. This contract is scheduled to be completed mid-January or so. This might push it into February a bit. Mid-May is when the other phases of the contract are expected to start. Granite has been awarded two of the other three phases so they would be getting in their own way if they push this out any further. There is no harm to us.

Scott Wilkinson, Assistant City Manager, said that may allow for some other construction that can be done in cold weather.

**** A motion was made by Councilwoman Simons, seconded by Councilman Keener, to approve the extension of twenty-four contract days to Granite Construction for the Sports Complex Phase 1 contract.**

The motion passed. (4-0 Councilman Rice was absent.)

APPROVAL OF MINUTES: July 24, 2018 Regular Session

**** A motion was made by Councilwoman Simons, seconded by Councilman Schmidtlein, to approve the minutes of July 24, 2018.**

The motion passed. (4-0 Councilman Rice was absent.)

III. APPROPRIATIONS

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

**** A motion was made by Councilwoman Simons, seconded by Councilman Schmidtlein, to approve the regular warrants for both Fiscal Years.**

The motion passed. (4-0 Councilman Rice was absent.)

B. Review and possible approval of Great Basin Engineering Warrants, and matters related thereto. FOR POSSIBLE ACTION

**** A motion was made by Councilman Keener, seconded by Councilwoman Simons, to approve the Great Basin Engineering warrants.**

The motion passed. (3-1 Councilman Schmidtlein abstained and Councilman Rice was absent.)

VIII. REPORTS

A. Mayor and City Council

Councilman Keener congratulated Fire and PD for another successful National Night Out. He was present for the dedication of the New Engine 1. He went to the Landfill and thought everything was shipshape and the crew takes pride in what they do.

B. City Manager

Curtis Calder reminded everyone that Nevada League of Cities is coming up next month. If you have an interest in going, let Kim know so she can sign you up.

C. Assistant City Manager

D. Utilities Director

E. Public Works

Dennis Strickland said Cedar Street mainline paving is nearly complete. There has been some conflict with the hotplant and the project going on over the hill. There has been some excitement today on Idaho Street with the microslurry. Until today, we had very little issue. Tomorrow they will do the outside lanes. Projects are starting to wrap up. Flagview is scheduled for next Thursday or Friday to be paved.

F. Airport Manager

Jim Foster reported they heard back from the FAA on the Master Plan. There were 14 comments that the engineers are working on. Next Monday they will be starting their Fence Relocation Project. The preconstruction meeting is this week. There was a minor breach of security where a vehicle went through a fence and onto airport property. It broke the tie wire on the fence and knocked down the NDOT right-of-way fence. It was repaired and the FAA are not prosecuting. Yesterday a gentleman from the PBS station in Idaho came down. They are doing a documentary about the first airmail route.

G. City Attorney

H. Fire Chief

Jack Snyder, Deputy Fire Chief, reported the new engine is in service and he thanked Councilman Keener for doing a ride-along with them for the day. The Combat Challenge will be this weekend at the Gold Dust West, Friday at 5:00pm.

I. Police Chief

Chief Ben Reed said several weeks ago the officers responded to the Cabo Bar down town where a suspect was taken into custody in the Carlin area after he fired shots at the officers pursuing him. They are trying to make a dent in the heroin trafficking. The Child Advocacy Center mentioned earlier, Mike Marshowsky is the interviewer for that group. They would love to see a center play out. National Night Out was another great success. At least 2,000 participants, if not 2,500. He thanked Councilmembers for their help and support. Kudos to Juvenile probation who came on board as a sponsor. The winner of the Warrior the Canyon, GBS's event for veterans and athletic competition was Bart Ortiz from the PD, followed by Francisco Lara who

works in the Fleet Department. He spoke about traffic infractions, as presented earlier, and how it takes away some of the tools that they have.

- J. City Clerk
- K. City Planner
- L. Development Manager
- M. Administrative Services Director
- N. Parks and Recreation Director

James Wiley reported they are making good progress on the wetlands. The sewer line is progressing nicely. The river crossing has made a lot of progress. Granite and Ruby Dome are doing a great job. Weekly meetings are held Wednesday on the site at 9:00 a.m. if any Council members wish to attend.

- O. Civil Engineer

Bob Thibault said council is welcome to come out to the tailgate meetings they hold each week at the Sports Complex. Let him know so he can get them a hardhat and a vest.

- P. Building Official

COMMENTS BY THE GENERAL PUBLIC

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

There were no public comments.

There being no further business, Mayor Chris Johnson adjourned the meeting.

Mayor Chris Johnson

Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the revised position description for Lead Mechanic, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 28, 2018**
3. Agenda Category: **CONSENT**
4. Time Required: **5 Minutes**
5. Background Information: **The Lead Mechanic Position Description has been revised and updated to more accurately reflect the requirements and qualifications of the position, and to comply with the updated position description standards as recommended by POOL/PACT. AB**
6. Budget Information: **N/A**
Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Copy of proposed position description**
9. Recommended Motion: **Approve the revised Lead Mechanic Position Description as presented effective August 28, 2018**
10. Prepared By: **Aubree Barnum, Human Resources Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

City of Elko, Nevada – Employment Position Description

Department: Fleet
Title: Lead Mechanic

FLSA Status: Non-exempt

Created:
Last Revised: 8/15/18

DEFINITION: Under general supervision, performs a variety of skilled tasks involved in preventive maintenance and repair of City vehicles and light and heavy equipment. Assists in scheduling assigned maintenance activities and is responsible for meeting completion deadlines. Acts as the lead person of various maintenance activities as required and in the absence of the Department Superintendent.

DISTINGUISHING CHARACTERISTICS: This job class represents journey level work responsible for the maintenance and repair of the organization's motorized vehicles and equipment. Employees within this class perform a full range of duties as assigned including inspecting and diagnosing mechanical, electrical, and hydraulic defects and problems in automotive, construction, and other mechanical equipment; and performing diagnostic activities for electronic fuel systems and computer-controlled systems on gasoline and diesel engines. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit. Incumbent may supervise other mechanics in the absence of the Department Superintendent or by special assignment.

ESSENTIAL FUNCTIONS: *(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).*

1. Plans, carries out, and evaluates preventive maintenance inspections for vehicles and mechanical equipment or systems, either personally or through outside vendors.
2. Performs diagnostic inspections and tests on defective or malfunctioning vehicles and equipment using motor analyzers, pressure gauges, chassis charts, factory manuals, and related diagnostic tools.
3. Performs maintenance on overhauls, and repairs a variety of vehicles and equipment, diesel and gasoline engines, including complete engine overhauls, standard transmissions, clutch and brake systems, generator and starter systems, distributors, differentials and drive systems, pumps, steering systems, hydraulic systems, and other major automotive and equipment systems; uses a variety of hand tools, gauges, scopes, technical manuals, and hoists, etc., to diagnose and repair.

4. Tunes engines, replaces ignition parts, cleans and adjusts carburetors, and inspects, adjusts, and replaces units and related parts including valves, pistons, main bearings, and assemblies, etc.
5. Monitors condition of vehicles and equipment and performs periodic safety inspections; operates vehicles and equipment to test operating condition and/or to transport for repair.
6. Estimates costs of repairs using alternate methods and resources; following an analysis of alternatives, recommends use of outside shops and the replacement of equipment as appropriate; monitors expenditures for parts and outside services to ensure compliance with budgets; accounts for variances between projected and actual expenditures.
7. Provides emergency field assistance to malfunctioning equipment as needed and appropriate.
8. Maintains regular communication with department heads, administrators, and support staff to obtain and relay information and ensure that repair and maintenance problems are resolved efficiently.
9. Contacts outside vendors and contractors as needed to order supplies and equipment or to arrange for special services; meets with sales people regarding supplies and equipment purchases.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge Skills, and Abilities: (KSAs are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training).

Knowledge of:

- Methods, materials, tools, equipment, practices, and procedures used in vehicle and equipment repair and maintenance;
- Principles, workings, and parts of gasoline and diesel engines, electronic controls, electrical systems, fuel and hydraulic systems, transmissions, generators, pumps;
- Welding techniques;
- Price trends and grades or quality of materials and equipment; and
- Hazards and safety precautions used in maintenance and repair activities.

Skill to:

- Operate motorized vehicles for testing and diagnostic purposes;
- Operate power and hand tools and equipment for vehicle and equipment repair and maintenance; e.g., jacks, hydraulic lifts, hoists, gauges, air tools, electronic vehicle diagnostic equipment; and
- Use a personal computer, telephone, and mobile or portable radio.
- Operate computer program related to fuel system and inventory

Ability to:

- Establish and maintain effective preventive maintenance programs, policies, and procedures;
- Maintain accurate and timely record keeping procedures;
- Read, understand, and apply technical manuals;
- Complete assigned projects independently and in a timely manner;
- Work independently in the absence of supervision;
- Communicate effectively orally and in writing; and
- Establish and maintain effective working relationships with employees, supervisors, vendors, and the public.

Required Certifications and Licenses:

Possession of a current and valid Nevada driver's license with CDL Class B endorsement

Possession of Airbrake Certification

Necessary Special Requirements:

Incumbents must have in their possession, all required hand tools.

Experience and Training:

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is:

Possession of a high school diploma or equivalent **AND** five years of progressively responsible experience performing automotive and/or equipment maintenance or repair that includes specialized training in automotive or engine technology to include diesel engines, and light and heavy equipment; supplemented by a minimum of one year of supervisory experience.

Physical and Mental/Intellectual Requirements:

The physical and mental/intellectual requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

Strength, stamina, and agility to frequently sit, lie on back, and perform repair tasks; to be in awkward positions for periods of time; to stoop, squat, bend, kneel, crouch, crawl, climb, or balance. Strength and stamina to carry, lift,

loosen, push, and pull various mechanical and automotive parts and equipment, and use hands to finger, handle, reach, tighten, feel or operate objects, hand and power tools, or controls. Frequent lifting and/or moving of objects up to 30 pounds and occasional moving of objects up to 100 pounds. Specific vision abilities required include close vision, color vision, and the ability to adjust focus. Hearing acuity to sufficiently be able to differentiate subtle changes in engine sounds. Position must be able to communicate over the noise of engines and motors. Ability to appropriately handle stress and interact with others, including supervisors, coworkers, clients, and customers. Regular and consistent punctuality and attendance.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Applicants and incumbents are encouraged to discuss potential accommodations with the employer.

Working Conditions:

Work is performed under the following conditions:

Most of the work is performed in a garage facility and/or outside. Frequent exposure to outside conditions such as extremes of hot and cold, wet and/or humid conditions, dust, grease, fumes, and toxic or caustic chemicals. Incumbents frequently work near moving mechanical parts and are exposed to working near or around loud engine noises. Frequent exposure to petroleum product vapors as well as skin contact with petroleum products. Occasionally assigned to work independently in isolated geographic areas.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records.

Employee's Signature

Date Signed

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the revised position description for Mechanic I, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 28, 2018**
3. Agenda Category: **CONSENT**
4. Time Required: **5 Minutes**
5. Background Information: **The Mechanic I Position Description has been revised and updated to more accurately reflect the requirements and qualifications of the position, and to comply with updated position description standards as recommended by POOL/PACT. AB**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Copy of proposed position description**
9. Recommended Motion: **Approve the revised Mechanic I Position Description as presented effective August 28, 2018**
10. Prepared By: **Aubree Barnum, Human Resources Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

City of Elko, Nevada – Employment Position Description

Department: Fleet
Title: Mechanic I

FLSA Status: Non-exempt

Created:
Last Revised: 8/15/18

DEFINITION: Under direct supervision, performs a variety of skilled and semi-skilled tasks to repair and maintain automobiles, trucks, and a variety of equipment, machines, and tools. Work is performed both in the shop and in the field, as necessary.

DISTINGUISHING CHARACTERISTICS: This job class represents entry level work responsible for the maintenance and repair of the City's motorized vehicles and light and heavy equipment. Positions in this class are distinguished from higher level mechanic positions by the lack of responsibility for performing the more complex and specialized mechanical work on a regular basis and by the lack of lead responsibility over other positions.

ESSENTIAL FUNCTIONS: *(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).*

1. Plans, carries out, and evaluates preventive maintenance inspections for vehicles and mechanical equipment or systems, either personally or through outside vendors.
2. Performs diagnostic inspections and tests on defective or malfunctioning vehicles and equipment using motor analyzers, pressure gauges, chassis charts, factory manuals, and related diagnostic tools.
3. Performs maintenance on, overhauls, and repairs a variety of vehicles and equipment, and diesel and gasoline engines, including clutch and brake systems, generator and starter systems, distributors, differentials and drive systems, pumps, steering systems, and other major automotive and equipment systems; uses a variety of hand tools, gauges, scopes, technical manuals, and hoists, etc., to diagnose and repair.
4. Tunes engines, replaces ignition parts, cleans and adjusts carburetors, and inspects, adjusts, and replaces units and related parts including assemblies.
5. Monitors condition of vehicles and equipment and performs periodic safety inspections; operates vehicles and equipment to test operating condition and/or to transport for repair.
6. Estimates costs of repairs using alternate methods and resources; following an analysis of alternatives; accounts for variances between projected and actual expenditures.
7. Purchases equipment, parts, and supplies used for vehicle and mechanical system maintenance.
8. Provides emergency field assistance to malfunctioning equipment as needed and appropriate.

9. Keeps records of vehicle condition and use; reports major maintenance and safety problems to supervisor.
10. Keeps records of time worked, equipment, parts, and supplies used on each project.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge, Skills, and Abilities: (KSAs are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training).

Knowledge of:

- Methods, materials, tools, equipment, practices, and procedures used in vehicle and equipment repair and maintenance;
- Basic principles, workings, and parts of gasoline and diesel engines, electronic controls, electrical systems, fuel and hydraulic systems, transmissions, generators, and pumps;
- Basic welding techniques;
- Price trends and grades or quality of materials and equipment; and
- Hazards and safety precautions used in maintenance and repair activities.

Skill to:

- Operate motorized vehicles for testing and diagnostic purposes;
- Operate power and hand tools and equipment for vehicle and equipment repair and maintenance; e.g., jacks, hydraulic lifts, hoists, gauges, air tools, electronic vehicle diagnostic equipment; and
- Use a personal computer, telephone, and mobile or portable radio.

Ability to:

- Establish and maintain effective preventive maintenance programs, policies, and procedures;
- Maintain accurate and timely record keeping procedures;
- Read, understand, and apply technical manuals;
- Complete assigned projects independently and in a timely manner;
- Communicate effectively orally and in writing; and
- Establish and maintain effective working relationships with employees, supervisors, vendors, and the public.

Required Certifications and Licenses:

Possession of a current and valid driver's license and the ability to obtain a valid State of Nevada driver's license within six months of hire.

Necessary Special Requirements:

Incumbents must have in their possession, all required hand tools.

Experience and Training:

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is:

Possession of a high school diploma or equivalent **AND** one year of progressively responsible experience performing automotive and/or equipment maintenance or repair that includes specialized training in automotive or engine technology.

Physical and Mental/Intellectual Requirements:

The physical and mental/intellectual requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

Strength, stamina, and agility to frequently sit, lie on back, and perform repair tasks; to be in awkward positions for periods of time; to stoop, squat, bend, kneel, crouch, crawl, climb, or balance. Strength and stamina to carry, lift, loosen, push, and pull various mechanical and automotive parts and equipment, and use hands to finger, handle, reach, tighten, feel or operate objects, hand and power tools, or controls. Frequent lifting and/or moving of objects up to 30 pounds and occasional moving of objects up to 100 pounds. Specific vision abilities required include close vision, color vision, and the ability to adjust focus. Hearing acuity to sufficiently be able to differentiate subtle changes in engine sounds. Position must be able to communicate over the noise of engines and motors. Ability to appropriately handle stress and interact with others, including supervisors, coworkers, clients, and customers. Regular and consistent punctuality and attendance.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Applicants and incumbents are encouraged to discuss potential accommodations with the employer.

Working Conditions:

Work is performed under the following conditions:

Most of the work is performed in a garage facility and/or outside. Frequent exposure to outside conditions such as extremes of hot and cold, wet and/or humid conditions, dust, grease, fumes, and toxic or caustic chemicals. Incumbents frequently work near moving mechanical parts and are exposed to working near or around loud engine

noises. Frequent exposure to petroleum product vapors as well as skin contact with petroleum products. Occasionally assigned to work independently in isolated geographic areas.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records.

Employee's Signature

Date Signed

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the revised position description for Mechanic II, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 28, 2018**
3. Agenda Category: **CONSENT**
4. Time Required: **5 Minutes**
5. Background Information: **The Mechanic II Position Description has been revised and updated to more accurately reflect the requirements and qualifications of the position, and to comply with updated position description standards as recommended by POOL/PACT. AB**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Copy of proposed position description**
9. Recommended Motion: **Approve the revised Mechanic II Position Description as presented effective August 28, 2018**
10. Prepared By: **Aubree Barnum, Human Resources Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

City of Elko, Nevada – Employment Position Description

Department: Fleet
Title: Mechanic II

FLSA Status: Non-exempt

Created:
Last Revised: 8/15/18

DEFINITION: Under general supervision, performs a variety of skilled and semi-skilled tasks to repair and maintain automobiles, trucks, and a variety of equipment, machines, and tools. Work is performed both in the shop and in the field, as necessary.

DISTINGUISHING CHARACTERISTICS: This job class represents journey level work responsible for the maintenance and repair of the organization's motorized vehicles and equipment. Employees within this class are distinguished from the Mechanic I by the performance of the full range of duties as assigned including inspecting and diagnosing mechanical, electrical, and hydraulic defects and problems in automotive, construction, and other mechanical equipment; and performing diagnostic activities for electronic fuel systems and computer-controlled systems on gasoline and diesel engines. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit.

ESSENTIAL FUNCTIONS: *(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).*

1. Plans, carries out, and evaluates preventive maintenance inspections for vehicles and mechanical equipment or systems, either personally or through outside vendors.
2. Performs diagnostic inspections and tests on defective or malfunctioning vehicles and equipment using motor analyzers, pressure gauges, chassis charts, factory manuals, and related diagnostic tools.
3. Performs maintenance on, overhauls, and repairs a variety of vehicles and equipment, diesel and gasoline engines, including complete engine overhauls, standard transmissions, clutch and brake systems, generator and starter systems, distributors, differentials and drive systems, pumps, steering systems, hydraulic systems, and other major automotive and equipment systems; uses a variety of hand tools, gauges, scopes, technical manuals, and hoists, etc., to diagnose and repair.
4. Tunes engines, replaces ignition parts, cleans and adjusts carburetors, and inspects, adjusts, and replaces units and related parts including valves, pistons, main bearings, and assemblies, etc.
5. Monitors condition of vehicles and equipment and performs periodic safety inspections; operates vehicles and equipment to test operating condition and/or to transport for repair.

6. Estimates costs of repairs using alternate methods and resources; following an analysis of alternatives, recommends use of outside shops and the replacement of equipment as appropriate; monitors expenditures for parts and outside services to ensure compliance with budgets; accounts for variances between projected and actual expenditures.
7. Provides emergency field assistance to malfunctioning equipment as needed and appropriate.
8. Maintains regular communication with department heads, administrators, and support staff to obtain and relay information and ensure that repair and maintenance problems are resolved efficiently.
9. Contacts outside vendors and contractors as needed to order supplies and equipment or to arrange for special services; meets with sales people regarding supplies and equipment purchases.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge Skills, and Abilities: (KSAs are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training).

Knowledge of:

- Methods, materials, tools, equipment, practices, and procedures used in vehicle and equipment repair and maintenance;
- Principles, workings, and parts of gasoline and diesel engines, electronic controls, electrical systems, fuel and hydraulic systems, transmissions, generators, pumps;
- Welding techniques;
- Price trends and grades or quality of materials and equipment; and
- Hazards and safety precautions used in maintenance and repair activities.

Skill to:

- Operate motorized vehicles for testing and diagnostic purposes;
- Operate power and hand tools and equipment for vehicle and equipment repair and maintenance; e.g., jacks, hydraulic lifts, hoists, gauges, air tools, electronic vehicle diagnostic equipment; and
- Use a personal computer, telephone, and mobile or portable radio.

Ability to:

- Establish and maintain effective preventive maintenance programs, policies, and procedures;
- Maintain accurate and timely record keeping procedures;
- Read, understand, and apply technical manuals;
- Complete assigned projects independently and in a timely manner;

- Work independently in the absence of supervision;
- Communicate effectively orally and in writing; and
- Establish and maintain effective working relationships with employees, supervisors, vendors, and the public.

Required Certifications and Licenses:

Possession of a current and valid driver's license and the ability to obtain a valid State of Nevada driver's license within six months of hire.

Necessary Special Requirements:

Incumbents must have in their possession, all required hand tools.

Experience and Training:

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is:

Possession of a high school diploma or equivalent **AND** three years of progressively responsible experience performing automotive and/or equipment maintenance or repair that includes specialized training in automotive or engine technology.

Physical and Mental/Intellectual Requirements:

The physical and mental/intellectual requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

Strength, stamina, and agility to frequently sit, lie on back, and perform repair tasks; to be in awkward positions for periods of time; to stoop, squat, bend, kneel, crouch, crawl, climb, or balance. Strength and stamina to carry, lift, loosen, push, and pull various mechanical and automotive parts and equipment, and use hands to finger, handle, reach, tighten, feel or operate objects, hand and power tools, or controls. Frequent lifting and/or moving of objects up to 30 pounds and occasional moving of objects up to 100 pounds. Specific vision abilities required include close vision, color vision, and the ability to adjust focus. Hearing acuity to sufficiently be able to differentiate subtle changes in engine sounds. Position must be able to communicate over the noise of engines and motors. Ability to appropriately handle stress and interact with others, including supervisors, coworkers, clients, and customers. Regular and consistent punctuality and attendance.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such

accommodations. Applicants and incumbents are encouraged to discuss potential accommodations with the employer.

Working Conditions:

Work is performed under the following conditions:

Most of the work is performed in a garage facility and/or outside. Frequent exposure to outside conditions such as extremes of hot and cold, wet and/or humid conditions, dust, grease, fumes, and toxic or caustic chemicals. Incumbents frequently work near moving mechanical parts and are exposed to working near or around loud engine noises. Frequent exposure to petroleum product vapors as well as skin contact with petroleum products. Occasionally assigned to work independently in isolated geographic areas.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records.

Employee's Signature

Date Signed

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the revised position description for Mechanic III, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 28, 2018**
3. Agenda Category: **CONSENT**
4. Time Required: **5 Minutes**
5. Background Information: **The Mechanic III position description has been revised and updated to more accurately reflect the requirements and qualifications of the position, and to comply with updated position description standards as recommended by POOL/PACT. AB**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Copy of proposed position description**
9. Recommended Motion: **Approve the revised Mechanic III Position Description as presented effective August 28, 2018**
10. Prepared By: **Aubree Barnum, Human Resources Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

City of Elko, Nevada – Employment Position Description

Department: Fleet
Title: Mechanic III

FLSA Status: Non-exempt

Created:
Last Revised: 8/15/18

DEFINITION: Under general supervision, performs a variety of skilled and semi-skilled tasks to repair and maintain automobiles, trucks, and a variety of equipment, machines, and tools. Work is performed both in the shop and in the field, as necessary.

DISTINGUISHING CHARACTERISTICS: This job class represents journey level work responsible for the maintenance and repair of the organization's motorized vehicles and equipment. Employees within this class perform full range of duties as assigned including inspecting and diagnosing mechanical, electrical, and hydraulic defects and problems in automotive, construction, and other mechanical equipment; and performing diagnostic activities for electronic fuel systems and computer-controlled systems on gasoline and diesel engines. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit.

ESSENTIAL FUNCTIONS: *(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).*

1. Plans, carries out, and evaluates preventive maintenance inspections for vehicles and mechanical equipment or systems, either personally or through outside vendors.
2. Performs diagnostic inspections and tests on defective or malfunctioning vehicles and equipment using motor analyzers, pressure gauges, chassis charts, factory manuals, and related diagnostic tools.
3. Performs maintenance on, overhauls, and repairs a variety of vehicles and equipment, diesel and gasoline engines, including complete engine overhauls, standard transmissions, clutch and brake systems, generator and starter systems, distributors, differentials and drive systems, pumps, steering systems, hydraulic systems, and other major automotive and equipment systems; uses a variety of hand tools, gauges, scopes, technical manuals, and hoists, etc., to diagnose and repair.
4. Tunes engines, replaces ignition parts, cleans and adjusts carburetors, and inspects, adjusts, and replaces units and related parts including valves, pistons, main bearings, and assemblies, etc.
5. Monitors condition of vehicles and equipment and performs periodic safety inspections; operates vehicles and equipment to test operating condition and/or to transport for repair.
6. Estimates costs of repairs using alternate methods and resources; following an analysis of alternatives, recommends use of outside shops and the replacement

- of equipment as appropriate; monitors expenditures for parts and outside services to ensure compliance with budgets; accounts for variances between projected and actual expenditures.
7. Provides emergency field assistance to malfunctioning equipment as needed and appropriate.
 8. Maintains regular communication with department heads, administrators, and support staff to obtain and relay information and ensure that repair and maintenance problems are resolved efficiently.
 9. Contacts outside vendors and contractors as needed to order supplies and equipment or to arrange for special services; meets with sales people regarding supplies and equipment purchases.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge Skills, and Abilities: (KSAs are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.)

Knowledge of:

- Methods, materials, tools, equipment, practices, and procedures used in vehicle and equipment repair and maintenance;
- Principles, workings, and parts of gasoline and diesel engines, electronic controls, electrical systems, fuel and hydraulic systems, transmissions, generators, pumps;
- Welding techniques;
- Price trends and grades or quality of materials and equipment; and
- Hazards and safety precautions used in maintenance and repair activities.

Skill to:

- Operate motorized vehicles for testing and diagnostic purposes;
- Operate power and hand tools and equipment for vehicle and equipment repair and maintenance; e.g., jacks, hydraulic lifts, hoists, gauges, air tools, electronic vehicle diagnostic equipment; and
- Use a personal computer, telephone, and mobile or portable radio.

Ability to:

- Establish and maintain effective preventive maintenance programs, policies, and procedures;
- Maintain accurate and timely record keeping procedures;
- Read, understand, and apply technical manuals;
- Complete assigned projects independently and in a timely manner;
- Work independently in the absence of supervision;
- Communicate effectively orally and in writing; and

- Establish and maintain effective working relationships with employees, supervisors, vendors, and the public.

Required Certifications and Licenses:

Possession of a valid Nevada driver's license with CDL Class B endorsement

Possession of Airbrake Certification

Necessary Special Requirements:

Incumbents must have in their possession, all required hand tools.

Experience and Training:

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is:

Possession of a high school diploma or equivalent **AND** five years of progressively responsible experience performing automotive and/or equipment maintenance or repair that includes specialized training in automotive or engine technology.

Physical and Mental/Intellectual Requirements:

The physical and mental/intellectual requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

Strength, stamina, and agility to frequently sit, lie on back, and perform repair tasks; to be in awkward positions for periods of time; to stoop, squat, bend, kneel, crouch, crawl, climb, or balance. Strength and stamina to carry, lift, loosen, push, and pull various mechanical and automotive parts and equipment, and use hands to finger, handle, reach, tighten, feel or operate objects, hand and power tools, or controls. Frequent lifting and/or moving of objects up to 30 pounds and occasional moving of objects up to 100 pounds. Specific vision abilities required include close vision, color vision, and the ability to adjust focus. Hearing acuity to sufficiently be able to differentiate subtle changes in engine sounds. Position must be able to communicate over the noise of engines and motors. Ability to appropriately handle stress and interact with others, including supervisors, coworkers, clients, and customers. Regular and consistent punctuality and attendance.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Applicants and incumbents are encouraged to discuss potential accommodations with the employer.

Working Conditions:

Work is performed under the following conditions:

Most of the work is performed in a garage facility and/or outside. Frequent exposure to outside conditions such as extremes of hot and cold, wet and/or humid conditions, dust, grease, fumes, and toxic or caustic chemicals. Incumbents frequently work near moving mechanical parts and are exposed to working near or around loud engine noises. Frequent exposure to petroleum product vapors as well as skin contact with petroleum products. Occasionally assigned to work independently in isolated geographic areas.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records.

Employee's Signature

Date Signed

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the revised position description for Welder, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 28, 2018**
3. Agenda Category: **CONSENT**
4. Time Required: **5 Minutes**
5. Background Information: **The Welder position description has been revised and updated to more accurately reflect the requirements and qualifications of the position, and to comply with updated position description standards as recommended by POOL/PACT. AB**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Copy of proposed position description**
9. Recommended Motion: **Approve the revised Welder Position Description as presented effective August 28, 2018**
10. Prepared By: **Aubree Barnum, Human Resources Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

City of Elko, Nevada – Employment Position Description

Department: Fleet Maintenance
Title: Welder

FLSA Status: Non-exempt

Created:
Last Revised: 08/15/18

DEFINITION: Under general supervision, performs a variety of skilled and semi-skilled tasks to repair and maintain automobiles, trucks, and a variety of equipment, machines, and tools, performs a variety of skilled tasks involved in fabrication and welding. Work is performed both in the shop and in the field, as necessary.

DISTINGUISHING CHARACTERISTICS: This job class represents journey level work responsible for the maintenance and repair of the organization's motorized vehicles and equipment. Employees within this class perform a full range of duties as assigned including inspecting and diagnosing mechanical, electrical, and hydraulic defects and problems in automotive, construction, and other mechanical equipment; and performing diagnostic activities for electronic fuel systems and computer-controlled systems on gasoline and diesel engines. Incumbents operate all types of repair tools associated with automotive and equipment repair, to include most welding and fabrication tools. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit.

ESSENTIAL FUNCTIONS: *(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).*

1. Plans, carries out, and evaluates preventive maintenance inspections for vehicles and mechanical equipment or systems, either personally or through outside vendors.
2. Performs diagnostic inspections and tests on defective or malfunctioning vehicles and equipment using motor analyzers, pressure gauges, chassis charts, factory manuals, and related diagnostic tools.
3. Performs maintenance on overhauls and repairs a variety of vehicles and equipment and diesel and gasoline engines, including complete engine overhauls, standard transmissions, clutch and brake systems, generator and starter systems, distributors, differentials and drive systems, pumps, steering systems, hydraulic systems, and other major automotive and equipment systems; uses a variety of hand tools, gauges, scopes, technical manuals, and hoists, etc., to diagnose and repair.
4. Tunes engines, replaces ignition parts, cleans and adjusts carburetors, and inspects, adjusts, and replaces units and related parts including valves, pistons, main bearings, and assemblies, etc.

5. Monitors condition of vehicles and equipment and performs periodic safety inspections; operates vehicles and equipment to test operating condition and/or to transport for repair.
6. Estimates costs of repairs using alternate methods and resources; following an analysis of alternatives, recommends use of outside shops and the replacement of equipment as appropriate; monitors expenditures for parts and outside services to ensure compliance with budgets; accounts for variances between projected and actual expenditures.
7. Provides emergency field assistance to malfunctioning equipment as needed and appropriate.
8. Maintains regular communication with department heads, administrators, and support staff to obtain and relay information and ensure that repair and maintenance problems are resolved efficiently.
9. Contacts outside vendors and contractors as needed to order supplies and equipment or to arrange for special services; meets with sales people regarding supplies and equipment purchases.
10. Performs welding, cutting and fabrication as needed. Prepares and/or maintains routine records of service and repairs performed, and time, parts, and supplies used.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge Skills, and Abilities: (KSAs are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.)

Knowledge of:

- Methods, materials, tools, equipment, practices, and procedures used in vehicle and equipment repair and maintenance;
- Principles, workings, and parts of gasoline and diesel engines, electronic controls, electrical systems, fuel and hydraulic systems, transmissions, generators, pumps;
- Welding techniques and equipment and methods used in welding.
- Price trends and grades or quality of materials and equipment; and
- Hazards and safety precautions used in maintenance and repair activities.

Skill to:

- Operate motorized vehicles for testing and diagnostic purposes;
- Operate power and hand tools and equipment for vehicle and equipment repair and maintenance; e.g., jacks, hydraulic lifts, hoists, gauges, air tools, electronic vehicle diagnostic equipment; and
- Use a personal computer, telephone, and mobile or portable radio.
- Operate and care of equipment and methods used in welding.

Ability to:

- Establish and maintain effective preventive maintenance programs, policies, and procedures;
- Maintain accurate and timely record keeping procedures;
- Read, understand, and apply technical manuals;
- Complete assigned projects independently and in a timely manner;
- Work independently in the absence of supervision;
- Communicate effectively orally and in writing; and
- Establish and maintain effective working relationships with employees, supervisors, vendors, and the public.

Required Certifications and Licenses:

Possession of a current and valid driver's license and the ability to obtain a valid State of Nevada driver's license within six months of hire.

Possession of Certification as a Welder with stick and wire feed welders.

Necessary Special Requirements:

Incumbents must have in their possession, all required hand tools.

Experience and Training:

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is:

Possession of a high school diploma or equivalent **AND** one year of progressively responsible experience performing automotive and/or equipment maintenance or repair that includes specialized training in automotive or engine technology. Three years' experience in metal fabrication, cutting and welding or any combination education and experience which provides the desired skills, knowledge and abilities.

Physical and Mental/Intellectual Requirements:

The physical and mental/intellectual requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

Strength, stamina, and agility to frequently sit, lie on back, and perform repair tasks; to be in awkward positions for periods of time; to stoop, squat, bend, kneel, crouch, crawl, climb, or balance. Strength and stamina to carry, lift, loosen, push, and pull various mechanical and automotive parts and equipment, and use hands to finger, handle, reach, tighten, feel or operate objects, hand and power tools, or controls. Frequent

lifting and/or moving of objects up to 30 pounds and occasional moving of objects up to 100 pounds. Specific vision abilities required include close vision, color vision, and the ability to adjust focus. Hearing acuity to sufficiently be able to differentiate subtle changes in engine sounds. Position must be able to communicate over the noise of engines and motors. Ability to appropriately handle stress and interact with others, including supervisors, coworkers, clients, and customers. Regular and consistent punctuality and attendance.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Applicants and incumbents are encouraged to discuss potential accommodations with the employer.

Working Conditions:

Work is performed under the following conditions:

Most of the work is performed in a garage facility and/or outside. Frequent exposure to outside conditions such as extremes of hot and cold, wet and/or humid conditions, dust, grease, fumes, and toxic or caustic chemicals. Incumbents frequently work near moving mechanical parts and are exposed to working near or around loud engine noises. Frequent exposure to petroleum product vapors as well as skin contact with petroleum products. Occasionally assigned to work independently in isolated geographic areas.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records.

Employee's Signature

Date Signed

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible amendment of Jviation, Inc. Contract No. 16 with the City of Elko, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 28, 2018**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **This item is to amend the current contract between the City of Elko and Jviation, Inc. The Jviation, Inc. contract amendment No. 16 will cover fees associated with Airport Improvement Project (AIP) 49 Upgrade Airport Security Fence, including Construction Management Services. JF**
6. Budget Information:

Appropriation Required: N/A
Budget amount available: N/A
Fund name: N/A
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Amendment No. 16 to Jviation, Inc. and the City of Elko**
9. Recommended Motion: **Move to accept the Amendment No. 16 between Jviation, Inc. and the City of Elko**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Kirk Nielsen**
Kirk.nielsen@jviation.com

AMENDMENT NO. SIXTEEN (16) TO CONTRACT
DATED JANUARY 14, 2014
BETWEEN
JVIATION, INC.
AND
THE CITY OF ELKO, NEVADA

The Sponsor and the Engineer agree to amend their contract for improvements to the Elko Regional Airport Elko, Nevada to include fees for engineering services. The improvement Item No. 13 is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

Item No. 13

Airport Perimeter Security Fence & Gates Upgrade to TSA Standards in General Aviation Areas

The Sponsor agrees to pay the Engineer for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the AIP development schedule.

PART B - SPECIAL SERVICES (BIDDING/CONSTRUCTION ADMINISTRATION/FIELD ENGINEERING)

The maximum estimated SUBCONSULTANT SERVICES engineering is as follows:

ACCEPTANCE TESTING (FOR CONSTRUCTION)

Acceptance Testing - Woods.....Time and Materials of \$19,050.00
TOTAL SUBCONSULTANT SERVICES..... \$19,050.00

If work is abandoned, or terminated, after obtaining approval by the Sponsor and the FAA of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump sum as listed under PART A, and 100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under PART B.

CONSTRUCTION ADMINISTRATION AND FIELD ENGINEERING

The estimated maximum for CONSTRUCTION ADMINISTRATION is:

Bidding..... Lump sum of \$15,020.00
Construction Administration Lump sum of \$51,310.00
Pre-Construction Coordination..... Lump sum of \$16,354.00
Post Construction Lump sum of \$32,414.00

The estimated maximum for FIELD ENGINEERING is:

Construction Coordination Cost Plus a Fixed Fee of \$122,465.00
Reimbursable Costs During Construction Coordination \$25,000.00
TOTAL CONSTRUCTION SERVICES \$262,563.00
TOTAL PART B..... \$281,613.00

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The final ten percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible "Record Drawings" have been submitted to the Sponsor and when the revised Airport Layout Plan has been approved by the FAA or when the construction work has terminated. The "Record Drawings" and Construction Report shall be submitted within a period of 90 days from end of construction period. This Amendment shall be considered concurrent with completion of audit.

PART C – ASSURANCES

I. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS (Reference: 49 CFR Part 21)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- **Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination.** The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- **Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- **Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Engineer under the contract until the Engineer complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- **Incorporation of Provisions.** The Engineer shall include the provisions of paragraphs one through five (*Compliance with Regulations, Nondiscrimination, Solicitations for Subcontracts, Information and Reports, and Sanctions for Noncompliance*) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

II. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS (*Reference: Airport and Airway Improvement Act of 1982, Section 520; Title 49 47123; AC 150/5100-15, Para. 10.c.*)

The Engineer assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of Engineers, this provision binds the Engineers from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

III. DISADVANTAGED BUSINESS ENTERPRISES (*Reference: 49 CFR Part 26*)

- **Contract Assurance (§26.13)** - The Engineer or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- **Prompt Payment (§26.29)** - The prime Engineer agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **Fifteen (15)** days from the receipt of each payment the prime Engineer receives from Sponsor. The prime Engineer agrees further to return retainage payments to each subcontractor within Fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Board. This clause applies to both DBE and non-DBE subcontractors.

IV. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (*Reference: 49 CFR Part 20, Appendix A*)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

V. ACCESS TO RECORDS AND REPORTS (*Reference: 49 CFR Part 18.36(i); FAA Order 5100.38*)

The Engineer shall maintain an acceptable cost accounting system. The Engineer agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

VI. BREACH OF CONTRACT TERMS (*Reference: 49 CFR Part 18.36*)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Sponsor will provide Engineer written notice that describes the nature of the breach and corrective actions the Engineer must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Engineer until such time the Engineer corrects the breach or the Sponsor elects to terminate the contract. The Sponsor's notice will identify a specific date by which the Engineer must correct the breach. Sponsor may proceed with termination of the contract if the Engineer fails to correct the breach by deadline indicated in the Sponsor's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

VII. RIGHTS TO INVENTIONS (*Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38*)

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Sponsor in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

VIII. TRADE RESTRICTION CLAUSE (*Reference: 49 CFR Part 30.13; FAA Order 5100.38*)

By submission of an offer, the Engineer certifies that with respect to this solicitation and any resultant contract, the Engineer –

- is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Engineer must provide immediate written notice to the Sponsor if the Engineer learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Engineer must require subcontractors provide immediate written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Engineer or subcontractor: Required Contact Provisions Issued on January 29, 2016 Page 64 AIP Grants and Obligated Sponsors Airports (ARP)

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- 3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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 provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Engineer has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Engineer or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Sponsor or the FAA.

IX. TERMINATION OF CONTRACT (*Reference: 49 CFR Part 18.36(i)(2); FAA Order 5100.38*)

The Sponsor may, by written notice to the Engineer, terminate this Agreement for its convenience and without cause or default on the part of the Engineer. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Engineer must immediately discontinue all services affected.

Upon termination of the Agreement, the Engineer must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Sponsor agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Sponsor further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

Termination by Sponsor: The Sponsor may terminate this Agreement in whole or in part, for the failure of the Engineer to:

- 1) Perform the services within the time specified in this contract or by the Sponsor approved extension;
- 2) Make adequate progress so as to endanger satisfactory performance of the Project;
- 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Engineer must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Engineer must deliver to the Sponsor all

data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Sponsor agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Sponsor further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Sponsor determines the Engineer was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

Termination by Engineer: The Engineer may terminate this Agreement in whole or in part, if the Sponsor:

- 1) Defaults on its obligations under this Agreement;
- 2) Fails to make payment to the Engineer in accordance with the terms of this Agreement;
- 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Engineer.

Upon receipt of a notice of termination from the Engineer, Sponsor agrees to cooperate with Engineer for the purpose of terminating the agreement or portion thereof, by mutual consent. If Sponsor and Engineer cannot reach mutual agreement on the termination settlement, the Engineer may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the contract.

In the event of termination due to Sponsor breach, the Engineer is entitled to invoice Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Engineer through the effective date of termination action. Sponsor agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (*Reference: 49 CFR Part 29; FAA Order 5100.38*)

The Engineer certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/Engineer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

XI. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (*Reference: 20 CFR part 1910*)

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Engineer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Engineer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Engineer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

XII. CLEAN AIR AND WATER POLLUTION CONTROL (*Reference: 2 CFR § 200 Appendix II(G)*)

Engineer agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Engineer agrees to report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Engineer must include this requirement in all subcontracts that exceeds \$150,000.

XIII. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (*Reference: 2 CFR § 200 Appendix II (E)*)

- **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.
- **Withholding for Unpaid Wages and Liquidated Damages.** The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.
- **Subcontractors.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

XIV. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (*Reference: 29 USC § 201, et seq.*)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Engineer has full responsibility to monitor compliance to the referenced statute or regulation. The Engineer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

XV. TEXTING WHEN DRIVING (*References: Executive Order 13513, DOT Order 3902.10*)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Sponsor encourages the Engineer to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Engineer must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

XVI. ENERGY CONSERVATION REQUIREMENTS (*References: 2 CFR § 200 Appendix II(H)*)

Engineer and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

XVII. VETERAN'S PREFERENCE (*References: 49 USC § 47112(c)*)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____ 2018.

SPONSOR:
The City of Elko, Nevada

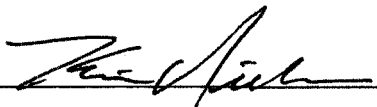
ATTEST:

By: _____

Name: _____

Title: _____

ENGINEER:
Aviation, Inc.

By:  _____

Name: Kirk Nielsen

Title: Office Manager

**SCOPE OF WORK
FOR
ELKO REGIONAL AIRPORT
Elko, Nevada
AIP Project No. 3-32-0005-049-2018
Security Fencing and Access Gates Installation**

This is an Appendix attached to, made a part of and incorporated by reference with the Consulting Contract dated January 14, 2014 between the City of Elko and Jviation, Inc. providing for professional services. For the remainder of this scope Elko Regional Airport is indicated as "Sponsor" and Jviation, Inc. is indicated as "Engineer". The estimated construction cost of this project is approximately \$1,600,000.

This project will consist of Bidding, Construction Administration and Management, On-site Coordination, Post Construction Coordination and the Final Construction Report for the project to construct a security fence and access gates. This scope of work is for the design services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

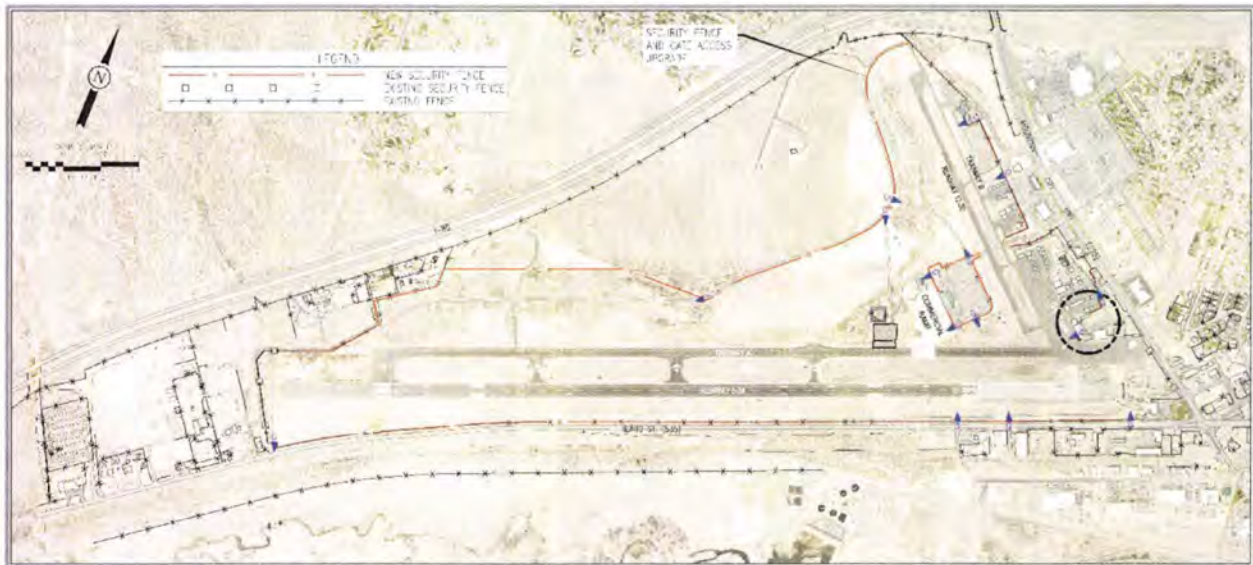


EXHIBIT NO. 1

DESCRIPTION

This project will consist of installing an 8-foot chain link fence with three strand barbed wire around the airport and will be connected to existing 8-foot chain link fencing at various locations on the airport, thus providing for the complete enclosure of the airport with an 8-foot security fence. In addition, there will be a wildlife deterrent fence skirt installed at strategic locations around the perimeter of the airport security fencing to help eliminate the intrusion upon the airport by burrowing animals.

There will be new access gates installed in the new fence line at locations required by the Sponsor. This will include five automatic opening gates with security controls and 17 manually operated gates, which will be kept locked and used by authorized persons as needed. Electrical power will be provided for the automatic opening gates and their associated controls.

The Engineering fees for this project consists of **Part B-Special Services**; 3) Bidding Phase, 4) Construction Administration Phase, 5) Pre-Construction Phase, 6) Construction Coordination Phase, or Field Engineering, 7) Post Construction Phase and EX) Reimbursable Costs during Construction. Additional services that will be completed by sub-consultants to the Engineer will be included in **Part B-Special Services**. Quality Assurance (QA) testing verification during the construction phase of the project will also be included under **Part B-Special Services**. Part B and the five phases are described in more detail below.

3.0 Bidding Phase (Lump Sum)

3.1 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings with the Sponsor and the FAA. This also includes drafting the contract for the work to be completed by the Engineer for the Sponsor.

3.2 Provide Bid Assistance. The Engineer will assist the Sponsor, as needed, with any required bidding documents.

3.3 Prepare/Conduct Pre-Bid Meeting. The Engineer will conduct the pre-bid meeting and pre-bid site visit in concert with the Sponsor's requirements.

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

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

3.6 Attend Bid Opening. The Engineer will attend the bid opening for the project.

3.7 Review Bid Proposals. Upon the opening of submitted bid proposals by the Sponsor, the Engineer will review all the bid proposals submitted. An analysis of the bid prices will be tabulated and the Contractor's qualification for the work including review of Suspension and Debarment rules on the www.Sam.gov website, verification of proposed DBE Subcontractors, inclusion of bid guarantee, addenda acknowledged, and licensure in Nevada will be completed.

3.8 Prepare Recommendation of Award. The Engineer will prepare a Recommendation of Award for the Sponsor to accept or reject the bids, as submitted. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

TASK 3 DELIVERABLES:	TO FAA	TO SPONSOR
3.1 Construction SOW and Contract	✓	✓
3.2 Required Bidding Documents	✓	✓
3.3 Pre-Bid Meeting Agenda, Pre-Bid Meeting Minutes	✓	✓
3.4 Addenda	✓	✓
3.7 Bid Tabulations	✓	✓
3.8 Recommendation of Award	✓	✓

4.0 Construction Administration Phase (Lump Sum)

4.1 Provide Project Coordination. The Engineer will provide project management and coordination services to ensure the completion of the construction. These duties include items such as:

- ➔ The Engineer will utilize the project budget to determine the appropriate staffing required to complete the inspection.
- ➔ The Engineer will analyze the budget bi-monthly to ensure budget and staffing are on track to meet construction schedules within budget.
- ➔ Providing project instructions to field staff.
- ➔ Prepare and submit monthly invoicing.

The Engineer will conduct the following tasks:

- ➔ Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems in performing the work of which the Engineer becomes aware. The PSR shall include an update of the project schedule as described in this section, when schedule changes are expected.

4.2 Prepare Construction Contract and Documents. This item accounts for the efforts during and immediately prior to project construction. In agreement with the FAA, the Engineer will prepare the Notice of Award, Notice to Proceed and Contract Agreements for the Sponsor's approval and signatures. Appropriate copies will be submitted to the successful contractor(s) for their signatures. The Engineer will make five copies of the plans and specifications for the contractor's use during construction.

4.3 Provide Office Assistance. Office engineering staff, CAD personnel, and clerical staff will be required to assist the Construction Manager/Field Engineer(s) as necessary during construction. Specific items to be accomplished include compiling and sending additional information requested from the office to the project site, providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary (field files are mirrored in the office for continuity) and various other items necessary in the day-to-day operations.

4.4 Prepare Request for Reimbursement. A request for reimbursement will be submitted with all supporting documentation (administrative costs, engineering, construction periodic estimates, any miscellaneous costs) to the Sponsor for review and approval prior to the Sponsor requesting reimbursement from the appropriate agency. The Sponsor does participate in the FAA's electronic transfer of funds program; however, these forms are completed to ensure that the proper amount of funding is being requested.

4.5 Prepare Weekly/Monthly Reports. The Project Manager will review progress reports weekly and monthly.

4.6 Material Submittal Review. Material submittal data will be reviewed and approved by the Construction Manager/Field Engineer(s) or office personnel, if the Construction Manager/Field Engineer(s) are unable to make final determination of compliance.

4.7 Prepare Change Orders/Supplemental Agreements. Clerical and drafting personnel will assist with change orders and supplemental agreements as necessary.

TASK 4 DELIVERABLES:	TO FAA	TO SPONSOR
4.1 Monthly Invoice and Monthly PSR		✓
4.2 Construction Contract and Documents	✓	✓
4.4 Pay Request Review Documentation	✓	✓
4.5 Weekly/Monthly Reports	✓	✓
4.7 Change Order/Supplemental Agreements	✓	✓

5.0 Pre-Construction Coordination Phase (Lump Sum)

5.1 Prepare Project Files. This task is to assure the construction contracts are in order, the bonds have been completed, and the contractor has been provided with adequate copies of the Construction Drawings, Specifications and Contract Documents, which will be updated to include all addenda items issued during bidding. Clerical will prepare the quantity sheet, testing sheets, construction report format, etc.

5.2 Prepare/Conduct Pre-Construction Meeting. This task is to assure the pre-construction meeting has been scheduled and all necessary parties have been informed. The Engineer will conduct a pre-construction meeting to review FAA requirements prior to commencing construction. The meeting will be held at the airport and will include the Sponsor, FAA (if possible), contractor, sub-contractors, and airport tenants affected by the project.

5.3 Review Contractor's Safety Plan Compliance Document. This task includes the review and to comment on the contractor's Safety Plan Compliance Document (SPCD) as required per *FAA Advisory Circular (AC) 150/5370-2F, Operation Safety on Airports during Construction*. The Engineer will review to ensure that all applicable construction safety items are addressed and meet the requirements of *AC 150/5370-2F* and the Contract's Construction Safety and Phasing Plan (CSPP). The bid documents will address the requirement for the contractor to submit a SPCD. The intent of the SPCD is to detail how the contractor will comply with the CSPP. Following award of the project to the successful contractor and prior to the issuance of the Notice to Proceed, the Engineer will review the SPCD and provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the contractor to address any missing information.

5.4 Coordinate Quality Assurance Testing. This task includes preparing the requirements for quality assurance testing. Negotiating with the quality assurance firm for a cost to perform the work is also included in this item.

TASK 5 DELIVERABLES:	TO FAA	TO SPONSOR
5.2 Pre-Construction Meeting Minutes	✓	✓
5.3 Review and Approval of SPCD	✓	✓

6.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)

This phase will consist of providing one full time Construction Manager. It will be the responsibility of the Construction Manager to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and is consistent with the Project Manager's direction. It is estimated that it will take **90 working days** to complete construction of the project.

6.1 Provide Field Inspection/Coordination. The Project Manager will make on-site visits, as required, to deal with construction issues as necessary for the duration of the project. As of now, it is estimated that the Project Manager will be required to make a minimum of four site visits to the project.

6.2 Provide Resident Engineering. The Construction Manager will work approximately **10 hours per day**. It is assumed that the Construction Manager will be able to complete all daily project documentation in the course of their shift and that total inspection on-site time is anticipated to be **90 working days**.

6.3 Review Construction Submittals. This task will consist of reviewing and approving the shop drawings and material submittal data received from the contractor. Engineering field personnel will also review copies of the contractor's survey data and other construction items for general compliance with the construction documents.

6.4 Review Contractor Payroll Forms. Engineering field personnel will be required to conduct employee interviews and review contractor's weekly payroll records as required by the FAA. As part of this effort, all payrolls will be reviewed and logged when received. A log identifying current status of reviews, and any action taken to correct noted discrepancies, will be provided for Sponsor review at time of Request for Reimbursement (RFR) processing as appropriate.

6.5 Calculate Construction Quantities. Engineering field personnel will maintain record of the progress and will review the quantity records with the contractor on a periodic basis.

6.6 Prepare Periodic Cost Estimates. Engineering field personnel will prepare the periodic cost estimates and review the quantities with the contractor. The Engineer, Sponsor, and contractor will resolve discrepancies or disagreements with the contractor's records. The periodic cost estimate will also include all other costs associated with the project (administrative costs, engineering, any miscellaneous costs). After compiling all costs, the Engineer will then submit the period cost estimate to the Sponsor for payment.

6.7 Prepare Daily Reports. Engineering field personnel will maintain daily logs of the construction activities for the duration of time on site.

6.8 Prepare/Submit Weekly Reports. Engineering field personnel will prepare a weekly status report using the FAA's standard form. The report will be submitted to the Sponsor, the FAA, and the office.

TASK 6 DELIVERABLES:	TO FAA	TO SPONSOR
6.3 Submittal Reviews		✓
6.4 Payroll Reviews	✓	✓
6.6 Periodic Cost Estimates	✓	✓
6.8 Weekly Reports	✓	✓

7.0 Post Construction Coordination Phase (Lump Sum)

This phase will consist of project close out and site cleanup.

7.1 Conduct Final Inspection. The Engineer, along with the Sponsor and FAA (if available), will conduct the final inspection. The acceptance test summary report must be accepted by the FAA prior to final inspection.

7.2 Prepare Clean-up Item List. The Engineer will assure the contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.) and the site is clean.

7.3 Coordinate Final Surveys. The Engineer will coordinate with the contractor's surveyor for the final survey upon completion of construction. The as-built survey will be submitted through AGIS by the engineer. Final payment will not be made and project closed until final approval of AGIS by NGS. The final retainage for the contractor will not be released until NGS verification.

7.4 Coordinate Final AGIS Survey. The Engineer will submit the new fence line geometry constructed under this project to the FAA in the format required by the Sponsor's GIS (AGIS) system.

7.5 Prepare Engineering Record Drawings. The Engineer will prepare the record drawings indicating modifications made during construction.

7.6 Prepare Final Construction Report. The Engineer will prepare the final construction report.

7.7 Prepare DBE Uniform Report. This task will also include completing and submitting the Uniform Report of DBE Awards or Commitments and Payments (DBE Uniform Report) for the Sponsor.

7.8 Update and Modify Airport Layout Plan (ALP). The Engineer will review and update the ALP to reflect the work completed at the airport during this project.

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

7.10 Assist with Project Audit. When requested by the Sponsor or FAA, the Engineer will assist with any project audit. The Engineer will provide files requested that are pertinent to the project cost and completion.

TASK 7 DELIVERABLES:	TO FAA	TO SPONSOR
7.3 Clean-up List	✓	✓
7.4 AGIS Features	✓	✓
7.5 Record Drawings	✓	✓
7.6 Final Construction Report	✓	✓
7.7 DBE Uniform Report	✓	✓
7.8 Updated ALP	✓	✓
7.9 Project Cost Summary	✓	✓

EX Reimbursable Costs during Construction

This section includes reimbursable items such as auto rental, mileage, lodging and per diem, travel and other miscellaneous costs incurred in order to complete Part B – Special Services.

Acceptance Testing: The testing of materials used on the security fencing project will include testing the concrete used in the fence line and gate construction and the compaction of the backfill material used in the installation of the wildlife deterrent skirt.

Assumptions

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

1. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.
2. The Sponsor will coordinate with tenants as required to facilitate construction.
3. All engineering work shall be performed using accepted engineering principles and practices and

shall provide quality products that meet or exceed industry standards. Construction specifications will be in accordance with *AC 150/5370-10G Standards for Specifying Construction of Airports* and related circulars. Project planning, design, and construction will further conform to all applicable standards including all applicable current FAA Advisory Circulars and Orders required for use in AIP funded and PFC approved projects, and other national, state, or local regulations and standards as identified and relevant to an airfield design and construction project.

4. The Engineer will utilize the following computer software for the project:
 - ➔ AutoCAD Civil 3D
 - ➔ Microsoft Office Suite
5. The Project Manager will make 3 site visits during the duration of the project.
6. The Engineer will maintain records of design analyses and calculations consistent with typical industry standards for a period of three years as required by FAA. These will be included in the Design Report.
7. The Engineer may reasonably rely upon the accuracy of data furnished by the Sponsor, or any other project participant not under contractual responsibility to the Engineer pursuant to the project and upon which the Engineer will base the services provided hereunder.

	Phase Fee	Reimbursable Costs	Total
LUMP SUM)			
	\$ 15,020.00	\$ -	\$ 15
Lump Sum)	\$ 50,150.00	\$ 1,160.00	\$ 51
(Lump Sum)	\$ 15,630.00	\$ 724.00	\$ 16
e (Lump Sum)	\$ 31,690.00	\$ 724.00	\$ 32
	\$ 112,490.00	\$ 2,608.00	\$ 115

	Direct Labor Cost	Overhead (% of Direct Labor Cost)	Total Labor Cost	Fixed Fee (% of Total Labor Cost)	Subtotal	Total
COST PLUS FIXED FEE)		191.20%		20.00%		
hase (Based on 90 Calendar Days)	\$ 35,046.00	\$ 67,007.95	\$ 102,053.95	\$ 20,410.79	\$ 122,464.74	\$ 122
tion (Cost Plus Fixed Fee)	\$ 24,999.50				\$ 24,999.50	\$ 25
						\$ 19
	\$ 60,045.50	\$ 67,007.95	\$ 102,053.95	\$ 20,410.79	\$ 147,464.24	\$ 166
						\$ 281

	Project Manager III	Project Manager I	Construction Manager II	Associate Engineer II	CADD Tech II	Project Coordinator II	Support
	\$225.00	\$155.00	\$120.00	\$135.00	\$90.00	\$90.00	\$90.00
	5	4				1	
	4		8			4	4
	2		20			2	
	6		2				2
	2		6				
	17						
	2					4	
	3					2	2
l Man-hours	38	4	36	0	0	11	6
Summary Costs	\$8,550.00	\$620.00	\$4,320.00	\$0.00	\$0.00	\$990.00	\$540.00

TOTAL PAR

Subtotals	\$	1,160.00	\$	724.00	\$
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TOTAL PART B - SPECIAL S

ED FEE)

	Sr Project Manager	Project Manager lib	Construction Manager II	Associate Engineer II	CADD Tech II	Project Coordinator	Support
(Based on 90 Calendar Days)	\$65.00	\$51.00	\$31.00	\$34.00	\$26.00	\$22.00	\$27.00
	40	20					
			680				
	10	10	8				
			8			40	
			40				
	10		40				
			90				
	10		40				
Estimated Total Man-hours	70	\$30.00	906	0	0	40	0
Summary Costs	\$4,550.00	\$1,530.00	\$28,086.00	\$0.00	\$0.00	\$880.00	\$0.00
							Total Const

(Cost Plus Fixed Fee)

		Construction Coordination			
Rate		Item	Total		
\$	70.00	90 Days	\$ 6,300.00		
\$	0.545	7500 Mi	\$ 4,087.50		
\$	144.00	98 Days	\$ 14,112.00		
\$	500.00	1 Trips	\$ 500.00		
\$	-				
Subtotals			\$ 24,999.50		

TOTAL PART B - SPECIAL SERVICES (C

**Elko City Council
Agenda Action Sheet**

1. Title: Review, consideration, and possible approval of a request from the Downtown Business Association (DBA) for a Letter of Support for the Levitt AMP Elko Music Series a request to utilize the Elko Train Park for the free outdoor concert series, and matters related thereto. **FOR POSSIBLE ACTION**
2. Meeting Date: **August 28, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **The DBA requested and was approved for this item by the Council last year. However, the DBA was unsuccessful in obtaining the grant. They are once again applying for the grant from the Levitt Foundation for a free outdoor concert series to be presented between May 1, 2019 and October 31, 2019. There will be a minimum of 10 Concerts. The goal of the Levitt AMP Elko Concert Series is to reflect the best of Elko City life by creating community and social interaction among people of all ages and backgrounds, empowering Elko to reclaim green spaces and reinvigorate public spaces, and ensuring the performing arts are accessible to all through high quality free concerts. KW**
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 DBA**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Rushele Melton**
 elkodba@gmail.com

Debbie Henseler

From: Elko DBA <elkodba@gmail.com>
Sent: Thursday, August 16, 2018 3:35 PM
To: Debbie Henseler
Subject: Re: DBA for next agenda

Yes please!

Agenda request Item for location usage:

1. Request from the Downtown Business Association for a Letter of Support for the Levitt AMP Elko Music Series and request to utilize the Elko Train Park for the free outdoor concert series, and matters related thereto. **FOR POSSIBLE ACTION**

The DBA is applying for a grant from the Levitt Foundation for a free outdoor concert series to be presented between May 1, 2019 and October 31, 2019. There will be a minimum of 10 concerts,

The goal of the Levitt AMP Elko Concert Series is to reflect the best of Elko city life by creating community and social interaction among people of all ages and backgrounds, empowering Elko to reclaim green spaces and reinvigorate public spaces, and ensuring the performing arts are accessible to all through high quality free concerts, SO



2018 Levitt AMP Elko Music Series Support Letter

It is not a letter of support asking for donation, only location usage



CITY OF ELKO

Office of the City Clerk

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

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7126 • Fax (775) 777-7129

September 14, 2017

Elko Downtown Business Association
P.O. Box 2609
Elko, NV 89803

SUBJECT: Levitt AMP Elko Music Series

Dear Elko Downtown Business Association,

Please be advised that at the Elko City Council meeting held on September 12, 2017, the Elko City Council voted unanimously to support the Elko Downtown Business Association's request to utilize the Elko Train Park in the downtown corridor for the Levitt AMP Elko Music Series.

The Council supports the goal of the Levitt Amp Elko Concert Series to reflect the best of Elko city life by creating community and social interaction among people of all ages and backgrounds, empowering Elko to reclaim green spaces and reinvigorate public spaces, and ensuring the performing arts are accessible to all through high quality free concerts.

Best of luck in the grant application process! I look forward to working with you on the details and specifics of the event in the future.

Sincerely,

Shanell Owen, MMC
City Clerk

Cc: Debbie Henseler, Business License Technician
James Wiley, Elko Parks and Recreation Director

LEVITT AMP [YOUR CITY] GRANT AWARDS

amplify. music. place.

applications open july 17

2019 Eligibility Criteria

- Applicant must be a U.S.-based 501(c)(3) nonprofit organization.
- All proposed Levitt AMP [Your City] Music Series must take place in small to mid-sized towns and cities within the United States and its territories with a population of up to 400,000 people, and may be located within a metropolitan area with a population of no more than 1,000,000. For towns or cities located within a metropolitan area with a population of more than 1,000,000, the town or city must be at least 25 miles from the anchor city of the metropolitan area.
- The public space where the free concerts are to be presented must be outdoors, easily accessible to a wide range of socioeconomic groups, and have a lawn-like setting with no fixed seating.
- If a permanent Levitt venue is located in an applicant's state or region, the proposed Levitt AMP site must be located a minimum of 75 miles or more from the existing Levitt venue.
- The entire Levitt AMP [Your City] Music Series must be free to the public, open to all ages, represent a diverse range of music genres, and be presented over 10 to 12 consecutive weeks, between May 1, 2019 and October 31, 2019.
- Applicant must display a successful track record of presenting professional quality concerts or community events, or be engaged with an individual or organization that has done so.
- Applicant must demonstrate matching funds, dollar for dollar, from other sources.



**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a request from the Downtown Business Association (DBA) to reserve fifty (50) parking stalls on various City of Elko rights-of-way on September 8, 2018, from 3:00 p.m. to 7:00 p.m., for the purpose of displaying classic vehicles during the DBA's Wine Walk, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 28, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **N/A**
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: **N/A**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution: **Rushele Melton**
 elkodba@gmail.com

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible initiation to amend Title 8 Chapter 2, Conditions of Utility Occupancy of Public Roads and City Street Cuts and Repairs, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 28, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **The principal objective of the proposed revision is to include Dig Smart requirements requiring the installation of conduits required for fiber optic installation in all roadway projects. Additional revisions are proposed to clarify other provisions of code. SAW**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Title 8 Chapter 2 proposed revisions shown with track changes**
9. Recommended Motion: **Move to initiate to amend Title 8 Chapter 2, Conditions of Utility Occupancy of Public Roads and City Street Cuts and Repairs as presented by staff subject to legal review and approval.**
10. Prepared By: **Scott A. Wilkinson, Assistant City Manager**
11. Committee/Other Agency Review: **Planning Department, Public Work Department and IT Department**
12. Council Action:
13. Agenda Distribution:

Chapter 2

CONDITIONS OF UTILITY OCCUPANCY OF PUBLIC RIGHTS OF WAY OR PUBLIC EASEMENTS ROADS, DIG SMART REQUIREMENTS, AND CITY EXCAVATION PERMITS STREET CUTS AND REPAIRS 🌐 📄

8-2-1: TITLE:

8-2-2: DEFINITIONS, TERMS:

8-2-3: CITY EXCAVATION STREET CUT PERMITS:

8-2-3A: SMART DIG REQUIREMENTS:

8-2-3B: MANDATORY INSTALLATION OF CONDUIT:

8-2-4: ASPHALT PAVEMENT REPAIR:

8-2-5: EMERGENCY CITY STREET CUTS:

8-2-6: NEW CITY STREET CUTS:

8-2-7: CONSTRUCTION STANDARDS:

8-2-8: NONINTERFERENCE WITH EXISTING UTILITIES:

8-2-9: RELOCATION OF UTILITIES:

8-2-10: REPAIR OF PUBLIC ROADS AND CITY STREET CUTS:

8-2-11: INDEMNIFICATION:

8-2-12: LIABILITY INSURANCE:

8-2-13: BONDING:

8-2-14: PERMIT FEES:

8-2-15: CONTRACTOR AND BUSINESS LICENSES:

8-2-16: INSPECTION:

8-2-17: WATER DRAINAGE:

8-2-18: ABANDONED UTILITY FACILITIES:

8-2-1: TITLE:

This chapter shall be known as and may be cited as the *CONDITIONS OF UTILITY OCCUPANCY OF PUBLIC RIGHTS OF WAY OR PUBLIC EASEMENTS, DIG SMART REQUIREMENTS ROADS AND CITY EXCAVATION PERMITS STREET CUTS AND REPAIRS*. (Ord. 476, 11-26-1996)

8-2-2: DEFINITIONS, TERMS:

For the purpose of this chapter, the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

COMMUNICATIONS INFRASTRUCTURE: Conduit installed in public rights of way that can accommodate at least two separate fiber optic cables.

CONSTRUCTION PLANS: Plans, profiles, cross sections and other required details for the construction of public improvements, prepared in conjunction with the project and in compliance with standards of design and construction approved by the city.

PERMITTEE: Any person, public or private entity that proposes to work within the public rights-of-ways.

DAMAGE: A. The substantial weakening of the structural or lateral support of a subsurface installation;

B. The penetration or destruction of any protective coating, housing or other protective device of a subsurface installation; or

C. The partial or complete severance of a subsurface installation.

EMERGENCY: Sudden unexpected occurrence that involves clear and imminent danger and requires immediate action to prevent or mitigate loss of life or damage to health, property or essential public services.

EXCAVATE OR EXCAVATION: Any work or action in which earth, rock, pavement, or other materials in the ground or underwater in a public right-of-way is moved, removed, or otherwise displaced in any of the following ways: grading, trenching, digging, ditching, drilling, boring, tunneling or any other means.

EXCAVATION PERMIT: A permit required and issued by the City for any excavation within a public rights-of-way.

EXCAVATOR: Any person, public or private entity that engages in excavation.

OPERATOR: Any person, public or private entity that owns, operates, or maintains underground facilities.

PUBLIC EASEMENT: Any area or alignment that has been granted to the City for the purposes of public uses.

PUBLIC RIGHTS-OF-WAY: Any area or alignment that has been dedicated to the City. **OAD AND PUBLIC ROADS:** The public highways, streets, avenues, alleys, bridges and ways as the same may now or hereafter exist within the city and future additions thereto over which the city has jurisdiction. (Ord. 476, 11-26-1996)

PUBLIC WORKS PROJECT: Any excavation project undertaken by a public entity.

UNDERGROUND FACILITIES: Any underground or submerged conductor, pipe, structure, conduit, or equipment used or installed for use in providing electric, communications, gas, sanitary sewer, storm sewer, reuse water or any other underground works.

8-2-3: CITY EXCAVATION STREET CUT PERMITS:

A. Permit Required: Prior to cutting or excavating within any public rights-of-way or public easements road within the city limits, a permit must be obtained from the city, and a copy filed with the city engineer's office.

- B. State Permits Applicable: Prior to the cutting of, or excavation of, any state highway or route within the city limits, all state permits must be obtained and a copy filed with the city engineer's office.
- C. Traffic Control And Construction Plans; Depth Of Facilities: ~~The A~~ permittee ~~for a city permit~~ shall submit with ~~the~~ his application a traffic control plan and a detailed construction plans prior to the approval of the city excavation street cut permit. The traffic control plan and ~~the~~ detailed construction plans shall be approved by the city. Two copies of the traffic control plan and two copies of the construction plans are required to be submitted with the application. ~~engineer or his designee. The depth of all facilities shall be a minimum of twenty four inches (24") below the lowest point of the asphalt roadway section.~~
- D. Notification Prior To Excavation Digging: The permittee must notify underground service alert (USA Dig) at least forty eight (48) hours prior to the start of any excavation.
- E. Presence Of Form And Permit: A copy of the underground service alert (USA) form and a copy of the city excavation street cut permit shall be on the job site at all times work is in progress.
- F. Cut Unavoidable: A permittee for a city street cut permit shall demonstrate that the cut is unavoidable and that the permittee has fully evaluated ~~he has looked at~~ other alignments which could have avoided the cut.
- G. Work Without Excavation Permit: If excavation takes place without a permit, and it is not an emergency, ~~then~~ the permittee shall be required to pay double the regular permit fee for that project. The only exception to this is an emergency. Any person, public or private entity company performing an emergency excavation shall notify the city police department prior to excavating.
- H. Expiration Date: An expiration date shall be established for the permit. Thirty (30) days shall be the longest period for any single city excavation street cut permit. All permittede work shall be completed within thirty (30) days from the issuance date of the permit. If a temporary patch is required ~~needed~~, the permittee shall pay an additional fee as established by resolution of the city council.

I. Revocation Of Permit: The ~~City engineer or designee~~ may revoke a permit at any time for the failure of the contractor to comply with this chapter. (Ord. 476, 11-26-1996)

8-2-3A DIG SMART REQUIREMENTS:

- A. *Exception: Operators and Excavators are not required to comply with "Dig Smart" requirements in case of excavation due to an Emergency.*
- B. *De Minimis Excavation: "Dig Smart" requirements apply to excavations at least 100 feet in length.*

8-2-3B MANDATORY INSTALLATION OF CONDUIT

- A. *Installation of Conduit in Public Rights-of-Way in Public Projects: Whenever an agency or department of a government entity undertakes public works project or public project within a public rights-of-way involving the planning, construction, reconstruction, or repaving of a public rights-of-way, the project shall include, to the maximum extent practical and feasible, installation of underground communication infrastructure by the person, public or private agency entity.*
- B. *Installation of Conduit in Public Rights-of-Way in other excavations:*
 - 1. *To the maximum extent practical and feasible, the city shall condition all street cut permits or approvals for private projects within the rights-of-way on the installation of underground Communications Infrastructure on behalf of the city.*
 - 2. *The City shall provide at the City's cost the necessary materials (but not any equipment used for installation of Communications Infrastructure) for the permittee to install underground Communications Infrastructure in the public rights-of-way.*
 - 3. *The City shall bear all reasonable and documented design and construction costs associated solely with the inclusion of the City's Communications Infrastructure.*
 - 4. *The Communications Infrastructure shall be dedicated to the City upon installation of the Communications Infrastructure without any further action of the Permittee or the City.*

8-2-4: ASPHALT PAVEMENT REPAIR:

The permittee shall receive city approval for the construction of temporary and permanent asphalt pavement repairs required as a result of the excavation. All asphalt repairs shall be performed by a properly licensed contractor. The permittee shall be responsible for properly compacted placement of all backfill and base required to establish a smooth road surface. If repairs are made by the city, the applicant shall reimburse the city for expenses incurred to construct temporary and permanent pavement patches at rates established by resolution of the city council. (Ord. 713, 5-25-2010)

8-2-5: EMERGENCY EXCAVATIONS CITY STREET CUTS:

When an emergency requires any ~~asphalt~~ excavation, the permittee making the excavation shall

notify the city police department. The permittee shall provide the police department with the location of the excavation, start time and extent of the project. The permittee must obtain a city excavation street cut permit the next succeeding business day, ~~whether the emergency work has been completed or not.~~ Compaction tests shall also be required on these trenches as well as any other trench. (Ord. 476, 11-26-1996)

8-2-6: NEW CITY STREET CUTS:

If the permittee wishes to excavate within a street or paved alley that is five (5) years old or less, as determined by city staff, they permittee must receive city council approval prior to excavation. ~~The city council meets on the second and fourth Tuesday of each month.~~ To make arrangements to be placed on the agenda, the permittee must contact the city manager's office in writing fourteen (14) calendar days prior to the next regularly scheduled city council meeting. ~~The permittee must submit at least three (3) copies of the traffic control plan and the construction plans.~~ At this time, the city council may place any condition they feel necessary to protect the city streets. In the case of an emergency, this item does not apply. See section 8-2-5 of this chapter for emergency excavation requirements. (Ord. 476, 11-26-1996)

8-2-7: CONSTRUCTION STANDARDS:

All pipes, sewers, drains, lines, valves or other structures and appurtenances which shall be laid and used shall be installed, constructed and maintained in accordance with any applicable standard details and specifications, as adopted and amended by the codes and ordinances of the city, Nevada statutes and the rules, regulations and orders of the Nevada public service commission, and in a good and workmanlike manner and shall be maintained in compliance with all applicable standards set by the engineering department, ordinances, rules, regulations and codes from time to time in force. (Ord. 476, 11-26-1996)

8-2-8: NONINTERFERENCE WITH EXISTING UTILITIES:

All pipes, sewers, drains, lines, valves or other structures and appurtenances laid or placed by any person shall be located in the public roads in the city so as not to obstruct or interfere with any pipes, sewers, drains, lines, valves or other structures already installed. At the sole discretion of the city, it shall be determined whether or not there is any such interference or obstruction. It shall be the permittee's responsibility to see that no interference or damage occurs prior to and/or during excavation. (Ord. 476, 11-26-1996)

8-2-9: RELOCATION OF UTILITIES:

Any person, public or private entity who lays or places any pipes, sewers, drains, lines, valves or other structures and appurtenances shall relocate, without expense to the city, any such pipes, sewers, drains, lines, valves or other structures and appurtenances when made necessary by any lawful change in any public street, road or highway by the city. (Ord. 476, 11-26-1996)

8-2-10: REPAIR OF PUBLIC ROADS AND CITY STREET CUTS:

If any portion of a sidewalk, curb, gutter, alley, public road or right of way shall be damaged by reason of defects in any of the pipes, sewers, drains, lines, valves or other structures and appurtenances installed, utilized, maintained or constructed, or by reason of any cause whatsoever, including the subsidence of any cut in the public road, or the existence of any pipes, sewers, drains, lines, valves or other structures and appurtenances constructed or maintained under this chapter, the person who initially constructed such improvements shall, at his own cost and expense, within ten (10) days, repair any such damage and restore such sidewalk, curb, gutter, street, alley, public road or right of way, or portion thereof, to as good a condition as it existed before such excavation,

disturbance, work, or other cause of damage occurred. Any subsurface or surface installations damaged by a utility city street cut or excavation of any kind shall be repaired at the permittee's expense. (Ord. 476, 11-26-1996)

8-2-11: INDEMNIFICATION:

The city shall in no way be liable or responsible for any acts or damages that may occur in the construction, operation or maintenance by a permittee of its appliances, pipes and appurtenances hereunder, and the acceptance of a permit shall be deemed an agreement on the part of permittee to defend the city and hold it harmless against any and all liability, loss, cost, damage or expense sustained by the city on account of any suit, judgment, execution, claim or demand whatsoever, resulting from the negligence, default, misconduct or failure to act on the part of permittee in the excavation of any public roads and construction of any utilities. The city shall notify the permittee promptly after the presentation of any claim or demand, either by suit or otherwise, made against the city as are hereby agreed to be indemnified. (Ord. 476, 11-26-1996)

8-2-12: LIABILITY INSURANCE:

Before an **excavation** permit shall be issued under this chapter, any permittee, with the exception of all public utilities under the jurisdiction of the state public service commission, and having a current franchise with the city, shall file with the city clerk a certificate of insurance showing a minimum combined single limit liability insurance policy of five hundred thousand dollars (\$500,000.00), such policy to include, but not be limited to, collapse and underground damage. (Ord. 476, 11-26-1996)

8-2-13: BONDING:

Any person obtaining a permit under this chapter shall, before renewing or in any manner changing the surface of the sidewalk, curb, gutter, street, highway, avenue or alley, execute to the city a bond or other security, to be approved by the city attorney, in such sums as shall be designated by the city engineer as necessary for the proper protection of the city, conditioned that the obligor of the bond will pay to the city the amount of the bond, should the person obtaining such permit fail, neglect or refuse to complete the work, including the excavating, or filling in of the sidewalk, curb, gutter, public street, highway, avenue or alley and all public utilities in proper condition to the satisfaction of the city **engineer or designee** after the work provided for in the permit has been finished; provided, however, that instead of special bonds to cover particular work, any person intending to make excavations in sidewalks, curbs, gutters, public streets, alleys, or any public places in the city may make and maintain with the city a general bond in the sum of two thousand five hundred dollars (\$2,500.00), which general bond shall be conditioned and used for the same purpose as the special bond hereinbefore described in this section, covering all work to be done instead of any particular piece of work; while such general bond is maintained at the sum of two thousand five hundred dollars (\$2,500.00), such person shall not be required to make the special bond previously provided in this section, but shall be required to comply with all the other provisions of this chapter. Public utilities under the jurisdiction of the state public service commission and having a current franchise with the city are to be considered bonded for purposes stated above. (Ord. 476, 11-26-1996)

8-2-14: PERMIT FEES:

- A. Payment Required: All permittees for a city **excavation street-cut** permit shall pay to the building department permit fees as set by resolution of the city council.

B. Estimated Permit Fees; When Paid: All initial application estimated excavation permit fees shall be paid at the time of filing the application.

C. Final Fees: Final permit fees shall be paid within thirty (30) calendar days of the acceptance of the work performed by the city. (Ord. 476, 11-26-1996)

8-2-15: CONTRACTOR AND BUSINESS LICENSES:

All permittees shall be licensed state contractors and possess a current city business license. Proof of this shall be required. (Ord. 476, 11-26-1996)

8-2-16: INSPECTION:

The permittee shall be required to schedule all inspections twenty four (24) hours in advance. Failure to have an inspection shall result in the city engineer or designee revoking the permit. (Ord. 476, 11-26-1996)

8-2-17: WATER DRAINAGE:

The permittee shall be responsible for maintaining surface water drainage at all times. This may require redirecting the drainage and a plan for this shall be submitted to the city engineer or his/her designee for approval. (Ord. 476, 11-26-1996)

8-2-18: ABANDONED UTILITY FACILITIES:

A permittee with utilities in a city right of way that are going to be abandoned may be required by the city to remove their utilities at their own expense or reimburse the city for removal of such abandoned utilities. For public utilities that are under the jurisdiction of the state public service commission and have a current franchise with the city, the franchise regulations shall prevail. (Ord. 476, 11-26-1996)

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible acceptance of a Deed of Dedication offered by Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy for a permanent non-exclusive right-of-way for a public street and utilities associated with a segment Statice Street, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 28, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **Staff has been working with property owners to convert portions of Statice Street of record as easements to non-exclusive right-of-way for a public street and utility uses. NV Energy has offered the segment of roadway on its property for dedication of right-of-way. SAW**
6. Budget Information:

Appropriation Required: **None**
Budget amount available:
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Deed of Dedication**
9. Recommended Motion: **Move to accept of a Deed of Dedication offered by Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy for a permanent non-exclusive right-of-way for a public street and utilities associated with a segment Statice Street.**
10. Prepared by: **Scott Wilkinson, Assistant City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Kathy Lambert**
KLambert@nvenergy.com

APN 001-860-112

When Recorded, Mail To:
City of Elko
1751 College Avenue
Elko, Nevada 89801

DEED OF DEDICATION

THIS INDENTURE, made and entered into between **SIERRA PACIFIC POWER COMPANY**, a Nevada Corporation, d/b/a NV Energy, Grantor, and the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, Grantee.

WITNESSETH:

That the Grantor, for valuable consideration, the receipt of which is hereby acknowledged, does hereby dedicate to the Grantee a permanent non-exclusive right-of-way, over, across, upon, under and through that portion of the Grantor's property situate within the City of Elko, County of Elko, State of Nevada, set forth in the description attached hereto at **Exhibit A** and depicted on the map attached hereto at **Exhibit B**, for a public street and right-of-way, and to construct, operate, add to, modify, maintain, and remove public utilities, including sewer and water distribution systems, telecommunication facilities and electric line systems for the distribution of electricity aboveground and underground, consisting of cables, conduit, duct banks, manholes, vaults, transformers (aboveground or underground), service boxes/meters, panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus, and improvements.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be executed this _____ day of _____, 2018.

///
///
///

GRANTOR:

**SIERRA PACIFIC POWER COMPANY, A
NEVADA CORPORATION DBA NV
ENERGY**

**By: _____
DOUG CANNON, PRESIDENT**

STATE OF NEVADA)
) ss.
COUNTY OF ELKO)

On this ____ day of _____, 2018, personally appeared before me,
a Notary Public, DOUG CANNON, who acknowledged that he executed the above
instrument.

NOTARY PUBLIC

Mail tax statement to:

City of Elko
1751 College Avenue
Elko, Nevada 89801

Exhibit A
LEGAL DESCRIPTION

An area of land within the northwest quarter of Section 1, Township 34 North, Range 55 East, M.D.B. & M., which is a portion of Parcel No. 3, of An Amended Plat of Parcel No. 3 as Shown on the Parcel Map by Ablah Elko, LLC, File No. 595974, for Ablah Elko, LLC, recorded in the office of the Elko County Recorder as file no. 611780, on April 24, 2009. Said portion of Parcel No. 3 is further described as follows;

Beginning at the northwest corner of said Parcel No. 3, which lies along the northern boundary of said Section 1, Township 34 North, Range 55 East, and bears South 89°40'59" East, a distance of 30.00 feet from the northwest corner of said Section 1, Township 34 North, Range 55 East;

Thence, continuing along said northern boundary of said Section 1, Township 34 North, Range 55 East, South 89°40'59" East, a distance of 419.11 feet;

Thence, South 21°17'19" West, a distance of 66.40 feet;

Thence, North 89°40'59" West, a distance of 402.58 feet;

Thence, North 6°58'19" East, a distance of 62.42 feet, more or less, to the point of beginning.

This area of land contains a total of ±25,472 square feet.

The Basis of bearings for this description is An Amended Plat of Parcel No. 3 as Shown on the Parcel Map by Ablah Elko, LLC, File No. 595974, for Ablah Elko, LLC, recorded in the office of the Elko County Recorder as file no. 611780, on April 24, 2009.

Description prepared by:

Robert Thibault, PE, PLS

Civil Engineer for the City of Elko

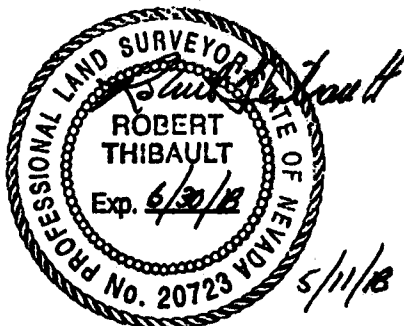
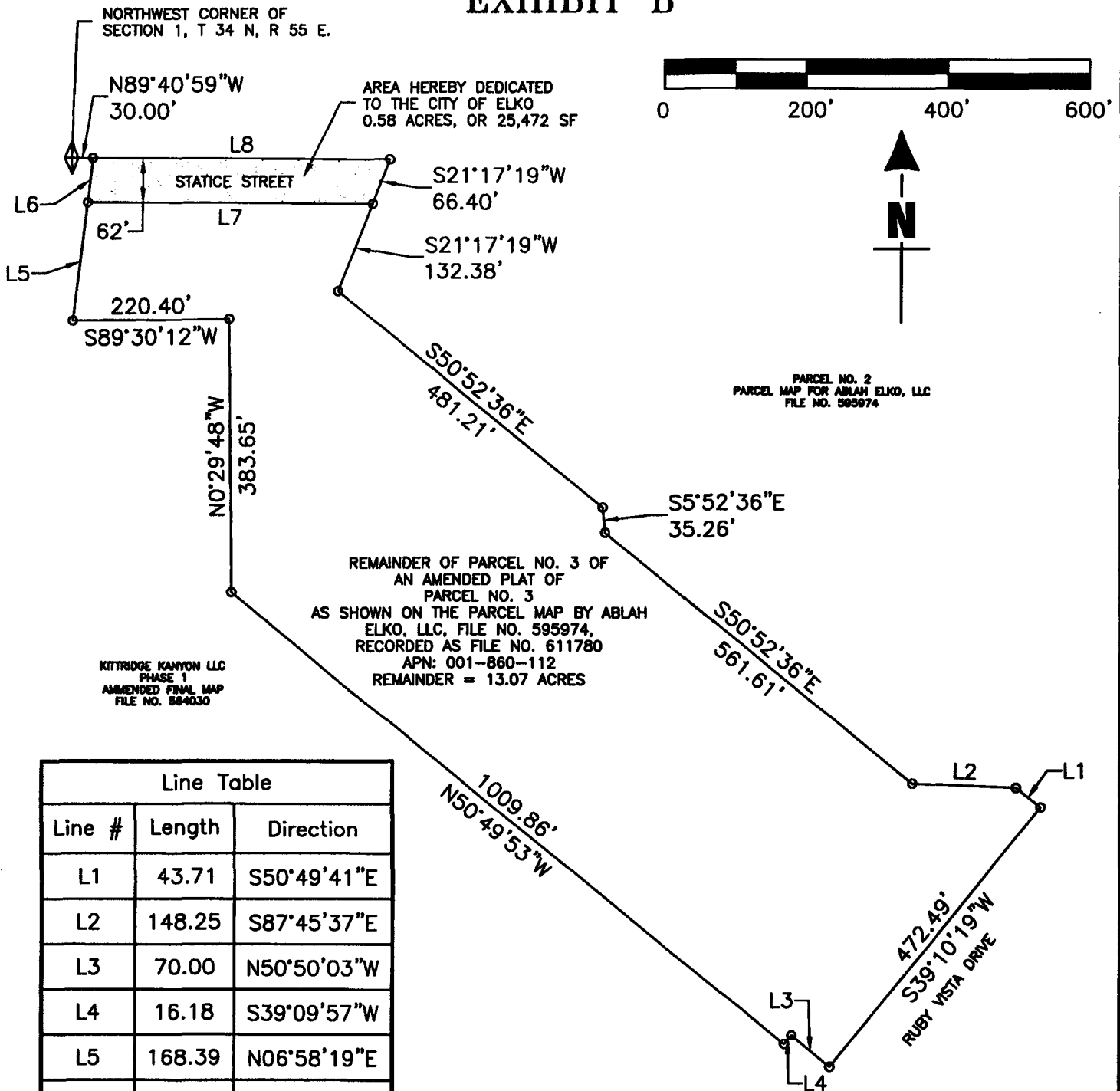


EXHIBIT B



Line Table		
Line #	Length	Direction
L1	43.71	S50°49'41"E
L2	148.25	S87°45'37"E
L3	70.00	N50°50'03"W
L4	16.18	S39°09'57"W
L5	168.39	N06°58'19"E
L6	62.42	N06°58'19"E
L7	402.58	N89°40'59"W
L8	419.11	S89°40'59"E



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

SCALE

HORZ 1"=200'

VERT _____

MAP TO ACCOMPANY
DEED OF DEDICATION
TO THE CITY OF ELKO, NV
IN SECTION 1, T 34 N, R 55 E

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a request from the National Historic California Emigrant Trail Interpretive Center Advisory Board to submit a Letter of Support for the Bureau of Land Management (BLM) FY 2019 Budget Request, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 28, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **On August 9, 2018, the National Historic California Emigrant Trail Interpretive Center Advisory Board voted to recommend that the City Council submit a Letter of Support for the Bureau of Land Management (BLM) FY 2019 Budget Request, which includes a line item request of approximately \$590,000 for the Interpretive Center. A draft letter 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: **Draft Letter of Support**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution: **Jan Petersen**
 janpetersen@citlink.net



City of Elko

City Hall

1751 College Avenue
Elko, Nevada 89801
Phone: 775-777-7110
Fax: 775-777-7119

August 28, 2018

Mr. Brian Steed
Deputy Director of Policy and Programs
Ms. Margaret Schneider
Acting Deputy Director of Operations
Bureau of Land Management
1849 C Street NW, Rm. 5665
Washington DC

RE: Support for Line Item Funding – California Trail Interpretive Center, Elko, Nevada

Dear Mr. Steed and Ms. Schneider,

Pursuant to the California Trail Interpretive Act, the National Historic California Emigrant Trail Interpretive Center Advisory Board was established to “provide for local review of and input concerning the development and operation of the [California Trail Interpretive] Center,” located 8 miles west of Elko, Nevada. This Advisory Board meets quarterly to receive information from BLM officials and the public concerning the operation of the California Trail Center and advises the Elko City Council accordingly.

The California Interpretive Trail Center (CTIC) was built in cooperation with the State of Nevada, City of Elko, and Elko County. The State of Nevada contributed \$3,000,000, the City of Elko contributed \$2,000,000, and Elko County contributed \$1,000,000, with the understanding that BLM would own, maintain, and operate the CTIC. Since completion of the facility, the Elko BLM Field Office has struggled to adequately fund the ongoing operation of the CTIC. As a result, the facility has not been adequately staffed, days of operation have been reduced, and maintenance has been deferred.

The Elko City Council strongly supports specific line item funding for the CTIC, as submitted by the Elko and State of Nevada BLM Offices in the FY 2019 Budget. As a financial investor in this facility, the City of Elko considers the CTIC a community asset, one that should be actively

promoted and preserved for generations to come. Line-item funding would help accomplish that goal.

If you have any questions, or require further information, please contact Mr. Curtis Calder, Elko City Manager; City of Elko; 1751 College Avenue; Elko, NV 89801.

Sincerely,

Chris J. Johnson
Mayor,
City of Elko

Jan Petersen
Chairwoman,
National Historic California Emigrant Trail Interpretive Center Advisory Board

Cc: Nevada Congressional Delegation
City Council
File

**Elko City Council
Agenda Action Sheet**

1. Title: **Ratification of the Police Chief issuing a 30-day temporary Retail Liquor License and possible issuance of a Regular Retail Liquor License to Kathy Symes, dba Modz Arcade, located at 570 Commercial Street, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 28, 2018**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information: **See attached memo from Police Chief Ben Reed, Jr.**
6. Budget Information: **N/A**

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Ratify a 30-day temporary Retail Liquor License and issue a Regular Retail Liquor License to Kathy Symes, dba Modz Arcade, located at 570 Commercial Street, Elko, NV 89801.**
10. Prepared By: **Ben Reed, Police Chief**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Kathy Symes
570 Commercial Street
Elko, NV 89801
Modifiedarmor@gmail.com**



ELKO POLICE DEPARTMENT

Ben Reed, Jr.
Police Chief

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

DATE: August 22, 2018

TO: Curtis Calder, City Manager

FROM: Ben Reed, Jr., Police Chief

SUBJECT: Retail Liquor License Application in the name of Modz Arcade, located at 570 Commercial Street, Elko, NV 89801.

On August 6, 2018, Kathy Symes made application for a Retail Liquor License in the name of Modz Arcade, located at the above address.

Kathy Symes has successfully completed the required background investigation.

I am requesting the Elko City Council approve the request for a Retail Liquor License to Modz Arcade, located at 570 Commercial, Elko, NV 89801.

BR/tle

CC: Mayor Chris Johnson