



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

PUBLIC MEETING NOTICE

The Elko City Council will meet in regular session on Tuesday, December 8, 2020
at 4:00 P.M.–7:00 P.M., P.D.T. utilizing **GoToMeeting.com**
Please join my meeting from your computer, tablet or smartphone.

GoToMeeting.com
<https://global.gotomeeting.com/join/890084925>

ELKO CITY HALL
1751 College Avenue, Elko, NV 89801
Date/Time Posted: 8:30 a.m., P.D.T., Thursday, December 3, 2020

Posted by: Kim Wilkinson	Administrative Assistant 
Name	Title Signature

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


The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone at: <https://global.gotomeeting.com/join/890084925> You can also dial in using your phone at [+1 \(312\) 757-3121](tel:+13127573121) the Access Code for this meeting is **890-084-925** Public Comment and questions can be received by calling **(775) 777-0590** or by emailing: cityclerk@elkocitynv.gov

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<https://global.gotomeeting.com/install/890084925>

Dated this 3rd day of December, 2020

NOTICE TO PERSONS WITH DISABILITIES

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


Curtis Calder, City Manager
Elko, Nevada

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.D.T.
TUESDAY, DECEMBER 8, 2020
GOTOMEETING.COM
<https://global.gotomeeting.com/join/890084925>

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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

APPROVAL OF MINUTES: November 24, 2020	Regular Session
November 16, 2020	Special Session

I. PRESENTATIONS

- A. Recognition of Councilman Robert Schmidlein's eight (8) years of service on the Elko City Council, and matters related thereto. **INFORMATION ITEM – NO ACTION WILL BE TAKEN**
- B. Presentation by Hilary Fletcher, Jviation Inc. regarding the Elko Regional Airport Title VI Program, including the possible approval of a Title VI Policy for the Elko Regional Airport, and matters related thereto. **FOR POSSIBLE ACTION**

As a recipient of Federal Financial Assistance from the U.S. Department of Transportation ("USDOT"), through the Federal Aviation Administration ("FAA"), the City of Elko, as the owner and operator of the Elko Regional Airport ("Airport" or "EKO"), is required to maintain and ensure compliance with Title VI of the Civil Rights Act of 1964 and the other non-discrimination authorities. The City also is required to comply with specific assurances in connection with grants issued by the FAA under the Airport Improvement Program, known as the "AIP Grant Assurances", which include further non-discrimination obligations. JF

II. CONSENT AGENDA

- A. Review, consideration, and possible approval for the Elko Police Department to apply for a grant from Nevada Gold Mines, in the amount of one hundred and fifty-six thousand dollars (\$156,000), to assist with costs associated with purchasing a firearms training simulator, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review, consideration, and possible approval of a "Towing Services Agreement" template, and matters related thereto. **FOR POSSIBLE ACTION**

A towing services agreement is necessary to ensure all duty tow providers have equitable requests for tows, and the needs of the Elko Police Department are met in a timely manner. TT

III. PERSONNEL

- A. Review, consideration, and possible approval of proposed update to City of Elko Human Resources Policy Manual - Longevity Pay Policy 5.6.6, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko HR Policy Manual includes policy 5.6.6 Longevity Pay. Currently, the policy provides longevity pay benefit to employees hired prior to January 1, 2012, for employment from 8 to 25 years of service. The years of service for longevity pay in the City of Elko HR Policy Manual have always mirrored the OE3 Contract (Operating Engineers Local 3) years of service. During negotiations with OE3 in 2020, the longevity pay benefit was extended to include years of service from 26-30. With your approval, the City of Elko HR Policy Manual's policy 5.6.6 Longevity Pay would be updated, to include years of service from 26-30. This will currently affect one (1) employee. SS

IV. APPROPRIATIONS

- A. Review and possible approval of the November 24, 2020 Print n' Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review and possible approval of Print n' Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- D. Review and possible approval of Great Basin Engineering Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

- E. Review, consideration, and possible direction to Staff, to solicit bids for the Repairs and Recoating of the Ruby Vista Water Storage Tank No. 2 Project-2020, and matters related thereto. **FOR POSSIBLE ACTION**

In September of 2018, ten (10) of the City's Water Storage Tanks were inspected by Blue Locker Diving. The 10 tanks have been placed on a priority list based on deficiencies noted in each tank. Ruby Vista Tank No. 2 and Indian View Heights Tank No. 1, were budgeted for recoating in 2020, but bids exceeded the amount budgeted for the project. Staff would like to rebid the project to complete the recoating of Ruby Vista Tank No. 2 during this budget cycle, while the funds are available. DJ

- F. Review, consideration, and possible approval of a change order 6A to MGM Construction, Inc. for the overexcavation of trash and contaminated soil in the front of the Water and Water Reclamation Facility (WRF) Shop, and matters related thereto. **FOR POSSIBLE ACTION**

Upon installing the foundation and utilities for the Water and Water Reclamation Facility (WRF) Shop, trash and contaminated soil was discovered. This area had to be overexcavated to depths of seven (7) plus feet and replaced with imported clean fill and compacted to finish subgrade. The trash and contaminated soil pile was surveyed at 2040 cubic yards. The soil has been analyzed and was determined to have oil and diesel concentrations. In total 4080 cubic yards had to be removed, imported, and compacted. DJ

- G. Review, consideration, and possible authorization to solicit Statements of Qualifications from Airport Planning Consultant Services, and begin the selection process to complete an Airport Focused Planning Study at Elko Regional Airport, and matters related thereto. **FOR POSSIBLE ACTION.**

At the request of the FAA, Elko Regional Airport must complete an Airport Focused Planning Study. The airport is required to follow requirements in FAA Advisory Circular 150/5100-14(series), *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*. The airport must solicit qualifications from interested consultant firms interested in completing an airport focused planning study at the Elko Regional Airport in 2021 (based upon FAA AIP Funding availability). Upon selecting the most qualified firm, the airport will enter into negotiations over the lump sum price for completing this planning study. JF

V. NEW BUSINESS

- A. Review, consideration, and possible approval of Revocable Permit No. 4-20, filed by Ygoa Ltd., to occupy a 249 square feet portion of the Silver and Third Street right-of-ways adjacent to their parcel located at 246 Silver Street to accommodate installation of columns and footings to support a new balcony, and matters related thereto. **FOR POSSIBLE ACTION**

The applicant is proposing to build a balcony to replicate the original building façade and it structurally cannot be supported by the existing building. The engineered design is proposing the new columns and footings to be located adjacent to the building but within the Right-of-Way. CL

- B. Review, consideration, and possible approval to fill one (1) vacant seat on the Arts and Culture Advisory Board, and matters related thereto. **FOR POSSIBLE ACTION**

A Letter of Interest has been submitted by Mr. Tom Lester. A copy of the letter has been provided in the packet for your review. SAW

- C. Review and possible approval of the updated City of Elko Purchasing Policy, and matters related thereto. **FOR POSSIBLE ACTION**

Staff will provide the updated City of Elko Purchasing Policy for City Council consideration. JB

- D. Consideration and possible approval of a “Contract of Purchase and Sale of Parcel with Professional Office Building,” and matters related thereto. **FOR POSSIBLE ACTION**

Due to the COVID-19 crisis, the City of Elko has been actively seeking to purchase a suitable building of approximately 5,000 square feet, with adequate space for employee and public parking. The City of Elko reviewed three (3) different buildings and associated property for suitability, and subsequently had each property appraised.

Due to building occupancy limits in the two (2) City-owned modular buildings at City Hall, additional office space is needed to accommodate the Planning, Engineering, Community Development, and Building Departments.

Staff recommends entering into a “Contract of Purchase and Sale of Parcel with Professional Office Building” for property located at 1750 Manzanita Drive, for a total purchase price of \$700,000. A copy of the contract has been included in the agenda packet for review. CC

- E. Review and consideration of Golf Professional/Management Proposals for Ruby View Golf Course, including the selection of a qualified individual and/or firm to enter into negotiations with, and matters related thereto. **FOR POSSIBLE ACTION**

A total of four (4) proposals were received and reviewed the Selection Committee: Antares Golf, LLC, Duncan Golf Management, Kemper Sports, and Swing Hard, Inc. Copies of the Golf Management/Management Proposals have been included in the agenda packet for review.

While the Committee was impressed with all four (4) proposals, only Duncan Golf Management and Swing Hard, Inc. reached the finalist stage of the process. Telephone interviews were conducted with Duncan Golf Management and Swing Hard, Inc., which proved helpful in clarifying their respective proposals. The Selection Committee also entertained input from interested members of the golfing community.

Both companies understood the challenges and demonstrated the necessary qualifications and experience to be successful at Ruby View. After significant debate, the Committee voted 3-2 in favor of Duncan Golf Management.

Regardless of the City Council's final decision, it must be contingent upon successfully negotiating an agreement with the selected firm. Staff anticipates a final agreement will be presented for consideration at the January 12, 2021 City Council meeting. CC

VI. RESOLUTIONS AND ORDINANCES

- A. Review, discussion, and possible adoption of Resolution No. 30-20, a resolution approving a Memorandum of Understanding, and Form Contract to be utilized for Cold Weather Shelters during Cold Weather Emergencies, and matters related thereto. **FOR POSSIBLE ACTION**

As a possible means of providing shelter to homeless persons during periods of extreme cold weather staff is proposing the adoption of a Memorandum of Understanding and a Form Contract that could be utilized to rent hotel/motel rooms under NRS 332.112 on an as-available basis. SAW

- B. Review, discussion, and possible adoption of Resolution No. 31-20, a resolution appointing representatives authorized to declare Cold Weather Emergencies and then execute emergency contracts to be utilized for Cold Weather Shelters pursuant to the emergency contracts statute, and matters related thereto. **FOR POSSIBLE ACTION**

As a possible means of providing shelter to homeless persons during periods of extreme cold weather, Staff is requesting authorization to rent hotel/motel rooms for use by homeless persons pursuant to NRS 332.112, the "emergency contracts" statute, on an as-available basis. The resolution designates the City Manager and the Assistant City Manager would be appointed the authorized representatives with the authority to determine that a cold weather emergency exists affecting the public health, safety or welfare, and would then have the authority to let a contract or contracts as necessary to contend with the emergency without complying with the requirements of NRS Chapter 332. If such emergency action is taken by either of the authorized representatives, he shall report it to the City Council at its next regularly scheduled meeting. SAW

VII. REPORTS

- A. Mayor and City Council
- B. City Manager – Reminder: 12/22/20 City Council Meeting canceled
- C. Assistant City Manager
- D. Utilities Director
- E. Public Works
- F. Airport Manager
- G. City Attorney
- H. Fire Chief
- I. Police Chief
- J. City Clerk
- K. City Planner
- L. Development Manager
- M. Financial Services Director
- N. Parks and Recreation Director
- O. Civil Engineer
- P. Building Official

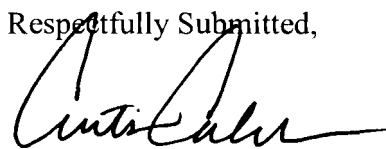
COMMENTS BY THE GENERAL PUBLIC

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

ADJOURNMENT

Respectfully Submitted,



Curtis Calder
City Manager

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

SS November 16, 2020

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, November 16, 2020. Due to the COVID-19 pandemic the meeting was held via GoTo Webinar.

CALL TO ORDER

This meeting was called to order by Mayor Reece Keener. He stated the agenda for this meeting has been posted for this date and time in accordance with State of Nevada Emergency Directive 006. The public can participate by phone, tablet, laptop, or computer by registering with the Goto Meeting link provided in the agenda. Questions can be sent to cityclerk@elkocitynv.gov.

ROLL CALL

Mayor Present: Reece Keener

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

Council Absent: Councilman Robert Schmidlein

City Staff Present: Curtis Calder, City Manager
 Scott Wilkinson, Assistant City Manager
 Kelly Wooldridge, City Clerk
 Diann Byington, Recording Secretary
 Matthew Griego, Fire Chief

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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There were no public comments.

I. RESOLUTION

- A. Review and approval of the Elko City Election held on November 3, 2020, and its results, including the adoption of Resolution No. 29-20, and matters related thereto.

FOR POSSIBLE ACTION

After the November 3, 2020, General City Election the election returns were filed with the City Clerk and thereafter, pursuant to NRS 293C.387 (2) as amended by Assembly Bill 4 on November 16, 2020, at a scheduled City Council meeting, the City Clerk will present the returns from all the precincts and districts in the City to the City Council, the governing body of the City, and the City Council must meet with the Mayor to canvass the returns to the election on or before the 13th day following an affected election that is subject to the provisions of sections 2 to 27, inclusive of Assembly Bill 4 passed in the 32 Special Session of the Nevada Legislature. After the canvass is completed, the governing body of the City and Mayor shall declare the result of the canvass. KW

Kelly Wooldridge, City Clerk, explained the canvass that was received from the County was included in the packet. This is the certified results sent by the County to the Secretary of States office. We had 83.30% of registered voters turn out for this election. We had four people running for City Council. Councilwoman Mandy Simons was reelected and Claire Morris was elected.

Mayor Keener said he reviewed the canvass and was good with what he reviewed.

Councilman Stone asked how the voter turnout compared to this election.

Ms. Wooldridge didn't know the exact numbers but there was a turnout in the 60% range for the last election. It seems that this election had higher turnout across the State.

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to adopt the election results for the 2020 Election, specifically Resolution No. 29-20.**

The motion passed unanimously. (4-0)

COMMENTS BY THE GENERAL PUBLIC

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There were no public comments.

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

Mayor Reece Keener

Kelly Wooldridge, City Clerk

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

SS November 24, 2020

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, November 24, 2020. Due to the COVID-19 pandemic the meeting was held via GoTo Meeting.

CALL TO ORDER

This meeting was called to order by Mayor Reece Keener. He stated the agenda for this meeting has been posted for this date and time in accordance with State of Nevada Emergency Directive 006. The public can participate by phone, tablet, laptop, or computer by registering with the Goto Meeting link provided in the agenda, or calling 775-777-0590. Questions can be sent to cityclerk@elkocitynv.gov.

ROLL CALL

Mayor Present: Reece Keener

Council Present: Councilman Chip Stone
 Councilman Bill Hance

Council Absent: Councilwoman Simons
 Councilman Schmidlein

City Staff Present: Curtis Calder, City Manager
 Scott Wilkinson, Assistant City Manager
 Kelly Wooldridge, City Clerk
 Candi Quilici, Accounting Manager
 Jan Baum, Financial Services Director
 Susie Shurtz, Human Resources Manager
 Dale Johnson, Utilities Director
 Cathy Laughlin, City Planner
 Jim Foster, Airport Manager
 Matt Griego, Fire Chief
 Jack Snyder, Deputy Fire Chief
 Ty Trouten, Police Chief
 Dave Stanton, City Attorney
 Diann Byington, Recording Secretary

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**

Curtis Calder, City Manager, stated he got a copy of the new COVID directives 035 from the Governor's Office. He went over the main changes. He was waiting for some feedback from the City Attorney and the County before the City issues some more guidance documents above and beyond what is already out there. This is a big change from what was previously in place.

Dave Stanton, City Attorney, said it is a long directive with a lot of changes. They will be issuing written notices to those that are in violation first before imposing fines.

APPROVAL OF MINUTES: November 10, 2020 Regular Session

The minutes were approved by general consent with the correction of adding Kylee Leniz's name to the minutes.

I. PRESENTATIONS

- A. Reading of a proclamation in recognition of Saturday, November 28, 2020 as Small Business Saturday, and matters related thereto. **INFORMATION ITEM ONLY – NON ACTION ITEM**

Mayor Keener did not have a copy of the proclamation and skipped this item.

- B. Brief presentation by Elko Police Chief Ty Trouten regarding the Elko County Enhanced 9-1-1 Five-Year Plan, including request for a surcharge increase up to \$1.00, and matters related thereto. **FOR POSSIBLE ACTION**

A copy of the Five Year Plan for Elko County Enhanced 911 Advisory Committee, prepared February 5, 2020, has been included in the agenda packet for review.TT

Chief Trouten gave a presentation (Exhibit "A"). When we prepare a 5-year plan we look at several components of the system. We are live on NextGen 911 right now. The system will need to be updated and improved in order to continue to use it. The projections on the current expenses and surcharge revenue, the funding will run out in 2024. The recommendation is to increase the phone surcharge and make some changes so that prepay phones and all hotel lines pay the surcharge. These changes will require a change to the NRS. He asked Council to write a letter in support of the surcharge increase.

Councilman Hance stated that the twenty-five cent surcharge was put in place in 1995, before Elko County could collect it. Increasing the surcharge to \$1 now will not keep up with inflation. He recommended Council put their full support behind it.

Curtis Calder, City Manager, said he is the Executive Chair for the Central Dispatch Administrative Authority. If the surcharge is not approved, the capital changes that will have to occur will have to be borne by the Central Dispatch Administrative Authority which gets all of its funding through the local governments in Elko County. That is based on a per radio count. It is in our best interest to increase surcharge funding.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to direct staff to draft a letter in support for the funding increase.**

The motion passed unanimously. (3-0)

II. PERSONNEL

- A. Consideration and possible acceptance of Ms. Janet Petersen's retirement from the City Sexton position, and matters related thereto. **FOR POSSIBLE ACTION**

Jan Peterson has submitted her notice of retirement, to be effective December 31, 2020. Jan has served in this position since March 12, 2013. A copy of her retirement letter is included in the packet for your review. SS

Mayor Keener explained that a letter was received from Jan Petersen (Exhibit "B") and she was on the phone. He thanked her for her service.

Jan Petersen, City Sexton, said she has loved doing the job. During her time working for the City, they have computerized the cemetery records and acquired the Odd Fellows/Masons cemetery, which increased the life of the cemetery by many years. She has worked closely with Burns Funeral Home and given cemetery tours. The reason she decided to retire now was due to the reduction to her pay. Her last day will be December 31, 2020 but she is still available for volunteer opportunities with the cemetery.

Mayor Keener said he understood how the reduction in pay impacts her PERS and understood her reason for retirement.

Councilman Stone thanked her for her service. He worked with her on some things and even purchased some plots there. Her work has not gone unnoticed.

Councilman Hance thanked her too. He enjoyed her tours over the years. They will miss her.

Ms. Petersen said if the kids ever get to go back to school, she will continue her tours.

III. APPROPRIATIONS

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

**** A motion was made by Mayor Keener, seconded by Councilman Hance, to approve the general warrants in the amount of \$1,253,126.91.**

The motion passed unanimously. (3-0)

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

NO ACTION

- C. Review, consideration, and possible final acceptance of the Elko City Swimming Pool Re-Plastering Project, and matters related thereto. **FOR POSSIBLE ACTION**

This project was awarded to Adams Pool Specialties in the amount of \$175,600.00 at the October 7, 2020 City Council Meeting. There were no change orders associated with the project. Total cost for this project is \$175,600.00. Adams Pool Specialties has satisfactorily completed the project with the plans and specifications. The plaster will require additional time for proper curing and care before re-opening and use can occur. The pool is on schedule to open on January 4, 2021. CC

Curtis Calder, City Manager, explained this was a fairly easy project for us. They got in and out just after the Notice to Proceed. They got done in about a week but the plaster still has to cure. He recommended final acceptance.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to authorize the final acceptance of the Elko City Swimming Pool Re-Plastering Project, in the amount of \$175,600.**

The motion passed unanimously. (3-0)

- D. Review, consideration and possible award of bid for a Revenue Collection System for the public parking lot at the Elko Regional Airport, and matters related thereto. **FOR POSSIBLE ACTION**

At the July 28, 2020 City Council Meeting, Staff requested authorization to solicit bids for purchase of equipment and installation of a revenue collection parking system. Staff received five (5) bids. The two (2) lowest bids are provided to council for review. The lowest bidder's was \$58, 591.00 + \$250.00 each month for a total of \$61, 591.00. JF

Jim Foster, Airport Manager, explained the bid breakdown sheets are included in the packet. We did have five come in. Both of the lowest bids were close in price. Each bidder based their bids on cloud service that require monthly service costs.

Mayor Keener asked if everything they looked at had a heater included.

Mr. Foster answered that in most of the bids the heater was optional but the lowest bidder had it described in their bid package.

Mayor Keener asked Curtis Calder if we had to accept the lowest bid on this.

Curtis Calder, City Manager, answered that in this case, the recommendation is to award to the lowest bidder.

Mayor Keener asked if one of these got vandalized, would POOL/PACT cover the repairs?

Mr. Foster answered it should be covered but the deductible is \$5,000 and many of the parts cost less than that.

Mr. Calder said we would have to determine if this is covered under the City plan or the Airport plan and agreed that those parts are inexpensive.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to award the bid to Parking Boxx Corp. for a revenue collection parking system and issue notice of award, in the amount of \$61,591.**

The motion passed unanimously. (3-0)

IV. NEW BUSINESS

- A. Consideration and possible approval of a “Contract of Purchase and Sale of Parcel with Professional Office Building,” and matters related thereto. **FOR POSSIBLE ACTION**

Due to the COVID-19 crisis, the City of Elko has been actively seeking to purchase a suitable building of approximately 5,000 square feet, with adequate space for employee and public parking. The City of Elko reviewed three (3) different buildings and associated property for suitability, and subsequently had each property appraised.

Due to building occupancy limits in the two (2) City-owned modular buildings at City Hall, additional office space is needed to accommodate the Planning, Engineering, Community Development, and Building Departments.

Staff recommends entering into a “Contract of Purchase and Sale of Parcel with Professional Office Building” for property located at 1750 Manzanita Drive, for a total purchase price of \$700,000. A copy of the contract has been included in the agenda packet for review. CC

Curtis Calder, City Manager, requested this item be tabled until the next meeting. The current occupant is having some issue finding a building to move their equipment to.

Mayor Keener asked if there was any opposition to tabling this.

Councilman Stone answered he met with the owners and toured the building and had no issue with tabling this item.

NO ACTION

VI. REPORTS

A. Mayor and City Council

Mayor Keener said he was incredibly impressed with the Air Med Memorial that was dedicated last week at the Elko Regional Airport.

Curtis Calder said there were generous in-kind donations to the memorial that helped make this happen. We did have some money in the budget for this but the bulk of the memorial came from Mr. Archer, who dedicated the artwork.

Mayor Keener noted that many of the City Departments are being impacted by COVID right now. He encouraged everyone to limit and minimize interactions as much as possible.

Councilman Stone agreed the memorial will touch lives for many years to come. He thanked everyone that put that together.

B. City Manager

Curtis Calder reported the City has had impacts with COVID. Staff is doing what they can to protect themselves. We are trying to be careful because we don't want to see services reduced. He asked that the public be patient as we get through this time period.

C. Assistant City Manager

Scott Wilkinson reported on the ongoing efforts for a warming shelter. He has spent quite a bit of time looking at options such as purchasing a man camp. There are some construction trailer opportunities out there but many of them are small. He hasn't been able to come up with a way that the City would manage such facilities. He sees that as fairly impractical. Any agreement would come back in the form of an MOU, and he hoped to have it ready for the first meeting in January for Council approval. He will be working on a contract that limits the City's liability.

D. Utilities Director

Mayor Keener thanked Dale Johnson for his distribution of the BioBot results. We are trending hot again. He asked what kind of precautions they are taking for the crew at the plant.

Dale Johnson answered they are wearing masks and social distancing. Their duties are typically in different buildings at the plant and don't work together much.

Mayor Keener thought there was a risk of COVID exposure with raw sewage. Have there been any demonstrated cases to where plant workers have become ill as a result of exposure to untreated sewage.

Mr. Johnson answered he has not seen any. The workers are still taking their normal precautions. They can be exposed out in the field but their normal PPE seems to be effective.

E. Public Works

F. Airport Manager

Jim Foster thanked everyone for their participation in the memorial. He thanked Sterling Crane for putting the memorial up. He also thanked Councilman Stone for the PA system for the event. The enplanement numbers have reached capacity for the time being. He didn't know when Delta would increase the capacity for each plane.

G. City Attorney

Dave Stanton reported that his paralegal and secretary both came down with COVID and he was doing his best to work from home.

H. Fire Chief

Chief Griego reported they have been working with local businesses to determine their capacity so they are compliant with the latest directive. They have tightened the screws on their PPE and have restricted visitors to the station. The new ambulance should be here on Friday.

I. Police Chief

Chief Trouten reported the station is in a similar situation as last April with a full shutdown. The front office is locked down. They will do appointments. Over the past two weeks we have had some employees that were exposed to COVID. We are at the time of year that packages are increasing on front porches. He recommended locking vehicles and houses. The newest employee has graduated POST and he will be bringing him to Council for an introduction.

J. City Clerk

Kelly Wooldridge stated she has been unable to post to the City website all day. She heard back from Revize and the problem should be fixed tomorrow.

K. City Planner

L. Development Manager

M. Financial Services Director

Jan Baum reported she got final approval on the revised report for the Cares Act Funding. Candi Quilici received notification today that the funds will hit our bank tomorrow. The annual audit should be presented at the next meeting.

N. Parks and Recreation Director

Curtis Calder reported the swimming pool was a big item. The winterization has occurred. The Parks and Recreation will be getting the SnoBowl ready in the case they are able to open it. The motor on the chairlift needs some repairs. They are hoping for snow.

Mayor Keener said he checked out the new ponds at the Golf Course and thought the contractor did a good job on it.

O. Civil Engineer

P. Building Official

Mayor Keener asked Scott Wilkinson, Assistant City Manager, about a charge in the warrants for Sports Complex monitoring wells.

Scott Wilkinson answered those were the wells that were required for the Effluent Discharge Permit. We use effluent water for the Sports Complex watering needs.

V. 5:30 P.M. PUBLIC HEARINGS

- A. Review, consideration, and possible action to adopt Resolution No. 27-20, a resolution and order vacating a 25' wide public utility easement bisecting APN 001-610-112, consisting of an area approximately 9,944 sq. ft., filed and processed as Vacation No. 4-20, and matters related thereto. **FOR POSSIBLE ACTION**

Council accepted the petition to vacate this easement at its regular meeting of October 13, 2020, and directed Staff to continue with the vacation process by referring the matter to the Planning Commission. The Planning Commission considered the vacation at its regular meeting of November 3, 2020, and took action to forward a recommendation to Council to adopt a resolution, which conditionally approves Vacation No. 4-20 with findings in support of its recommendation. CL

Cathy Laughlin, City Planner, asked no action be taken on this item because the Public Hearing notices that went out stated the meeting would be at the Convention Center and not a virtual GoTo Meeting.

NO ACTION

- B. Review, consideration, and possible action to rename Dakota Street to Dakota Drive, and matters related thereto. **FOR POSSIBLE ACTION**

It has come to the attention of the Engineering Department, that there has been some confusion of the suffix for the roadway known as Dakota. The roadway was first mapped and dedicated in 1999 without a name. The City records and the street sign say Dakota Drive. Recorded maps since 2011 have said Dakota Street. The recent map of Copper Trails Unit 1 extended the roadway, and named that portion Dakota Street, following the other maps. This action will clarify the name, and change any portion that may be known as Dakota Street, to be officially known as Dakota Drive. There are no addresses along this roadway that will be affected by this change. BT

Scott Wilkinson, Assistant City Manager, said the background information covered it. This will finalize the process and rename Dakota Street to Dakota Drive.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to approve the street name change from Dakota Street to Dakota Drive.**

The motion passed unanimously. (3-0)

- C. Review, consideration of bids and public auction for the lease of approximately 8.69 acres of City-owned property located generally north of West Idaho and west of the Airport, identified as APN 006-09G-027, and matters related thereto. **FOR POSSIBLE ACTION**

The City Council adopted resolution 25-20 at its meeting on October 27, 2020, finding that it is in the best interest of the City and setting forth the conditions of public auction for the lease of City owned property identified as APN 006-09G-027. The Council previously accepted the annual market rent value of the property of \$19,000 in accordance with the appraisal of Jason Buckholz of CRBE, Inc., appraiser. JF

Jim Foster, Airport Manager, said this has been an ongoing item they are dealing with. We went back out for public bid and we received one bid today for it.

Mayor Keener noted that Diann Byington had the envelope.

Diann Byington, Recording Secretary, answered yes, she had the envelope. It was delivered at 2:18 pm today and it from Nevada Gold Mines. She opened the envelope and read the bid. The bid was for \$19,000 a year.

Mayor Keener asked if there were any more bids. (No)

Scott Wilkinson, Assistant City Manager, said that Mr. Foster could explain the process before the bid is accepted. There is a process to reach out and see if there were any oral bids.

Mayor Keener reminded everyone that the call-in number was 775-777-0590.

Mr. Foster explained that as part of the NRS, before accepting any written bid, the governing body shall call for oral bids. If upon call for oral bidding, any responsible person offers to buy or lease the real property on the terms and conditions specified in the resolution, the price exceeding by at least 5% of the highest written bid, then the highest oral bid made by a responsible person must be accepted. They go up in increments of 5%.

Mayor Keener asked again if there were any interested parties wishing to bid on this parcel. There was no response.

Mr. Foster added Council can decide to adjourn the session and hold it for the next 21 days, make a final acceptance of the highest bid, or reject any and all bids.

Mayor Keener noted that he can only see two parties that would be interested in the property. The first one initially bid but then backed out of it. This is the other party. He didn't see a need to hold this open.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to accept the bid to lease the property for \$19,000 annually.**

Mayor Keener asked Diann Byington if there was anyone else calling in or wishing to bid on this.

Ms. Byington answered no, there was no one else on the line.

The motion passed unanimously. (3-0)

COMMENTS BY THE GENERAL PUBLIC

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

There were no public comments.

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

Mayor Reece Keener

Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Recognition of Councilman Robert Schmidtlein's eight (8) years of service on the Elko City Council, and matters related thereto. INFORMATION ITEM – NO ACTION WILL BE TAKEN**
2. Meeting Date: **December 8, 2020**
3. Agenda Category: **PRESENTATION**
4. Time Required: **5 Minutes**
5. Background Information:
6. Budget Information:

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

**Elko City Council
Agenda Action Sheet**

1. Title: **Presentation by Hilary Fletcher, Aviation Inc. regarding the Elko Regional Airport Title VI Program, including the Title VI Policy for the Elko Regional Airport, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 8, 2020**
3. Agenda Category: **PRESENTATION**
4. Time Required: **10 Minutes**
5. Background Information: **As a recipient of Federal Financial Assistance from the U.S. Department of Transportation (“USDOT”), through the Federal Aviation Administration (“FAA”), the City of Elko, as the owner and operator of the Elko Regional Airport (“Airport” or “EKO”), is required to maintain and ensure compliance with Title VI of the Civil Rights Act of 1964 and the other non-discrimination authorities. The City also is required to comply with specific assurances in connection with grants issued by the FAA under the Airport Improvement Program, known as the “AIP Grant Assurances”, which include further non-discrimination obligations. JF**
6. Budget Impact Statement:

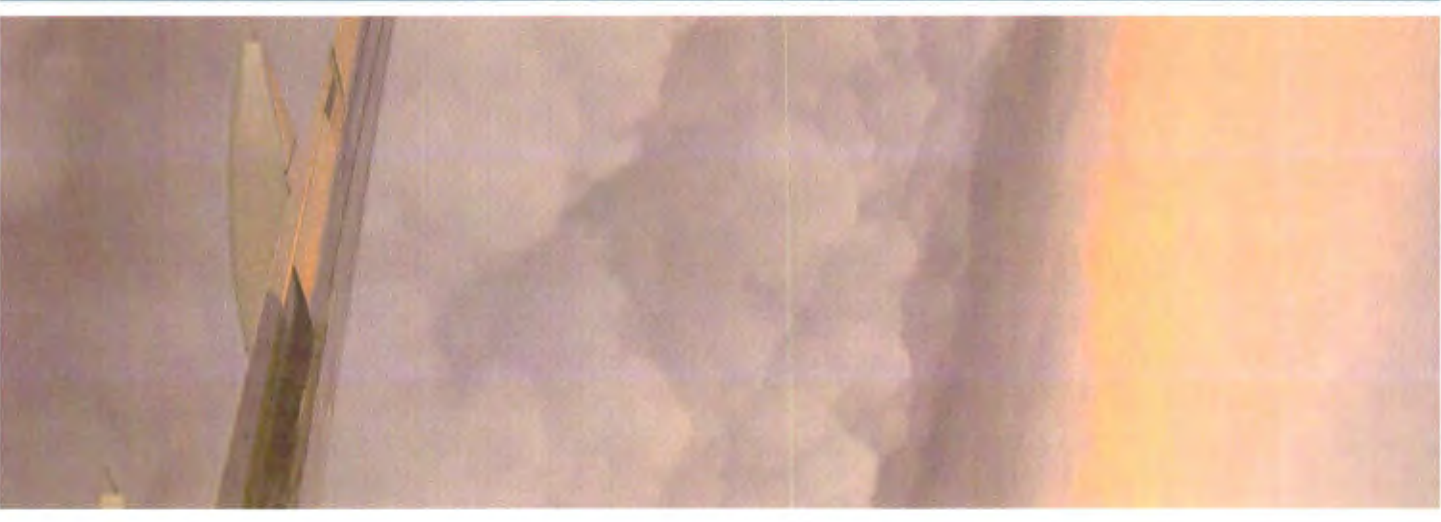
Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Title VI Policy**
9. Recommended Motion: **Move to approve the Title VI Policy for the Elko Regional Airport**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:



EKO

Title VI Compliance
Project

Elko City Council
December 8, 2020



The slide features decorative geometric shapes in the top-left and bottom-right corners. These shapes are composed of overlapping triangles in shades of blue, grey, and white, creating a modern, abstract design.

Title VI Compliance Project

Issue:

- The Elko Regional Airport is required to comply with Title VI of the Civil Rights Act of 1964 and Section 504, Title II of the Americans with Disabilities Act of 1990
- A Title VI Compliance Report has been completed and includes recommendations for the Airport to undertake to ensure compliance

Request:

- Adopt the Elko Regional Airport Title VI and ADA/504 Policy Statement and Compliance Plan

The slide features abstract geometric designs in the corners. The top-left corner has a dark blue triangle with lighter blue and grey geometric patterns. The bottom-right corner has a similar design with a dark blue triangle and lighter blue/grey patterns.

Title VI

- The Civil Rights Act of 1964 Title VI ***prohibits discrimination on the basis of race, color, or national origin*** in programs and activities receiving Federal financial assistance
- Title VI bars intentional discrimination and disparate impact discrimination
 - Intentional discrimination – discriminatory policy or practice based, at least in part, on a person's actual or perceived race, color or national origin
 - Disparate impact – policy or practice, even if not intentionally discriminatory, that has a disproportionately adverse effect on protected persons and lacks legitimate justification

Why is the Airport obligated by Title VI?

- All entities that receive federal financial assistance from the U.S. Department of Transportation must comply with Title VI of the Civil Rights Act of 1964 (Title VI); the Airport and Airway Improvement Act of 1982, Section 520; the Rehabilitation Act of 1973, Section 504; Title II of the Americans with Disabilities (ADA) Act of 1990, and Title 49 of the Code of Federal Regulations (CFR), Part 21
 - EKO receives a **\$1,000,000** annually in FAA entitlement funding from the Airport Improvement Fund based on having 10,000 passenger enplanements or more per year
 - In addition, EKO is eligible and has routinely received FAA discretionary funding from the Airport Improvement Fund

Title VI Project Elements

ELKO REGIONAL AIRPORT

TITLE VI COMPLIANCE REPORT

Policy Statement

Limited English Proficiency Analysis

Contract Review

Public Notice

Complaint Process and Monitoring System

Employee Training Program

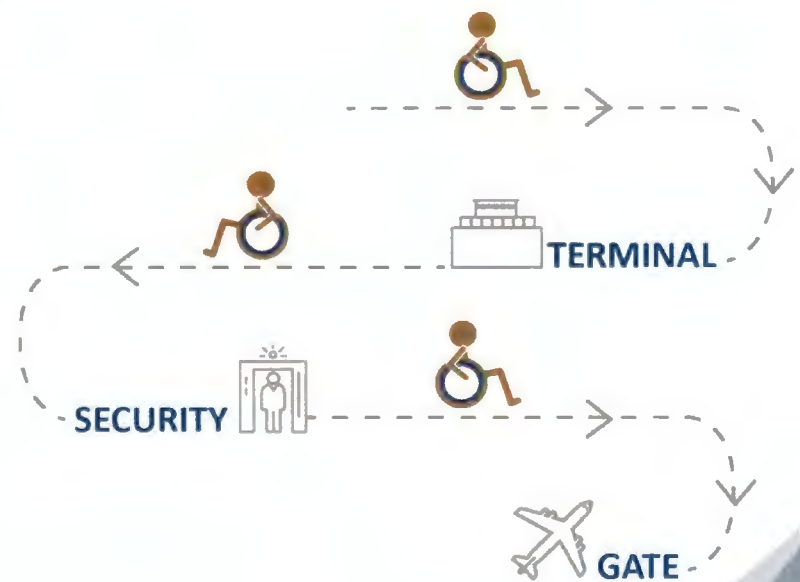
Recommendations

EKO Title VI Policy Statement

- The Elko Regional Airport and its employees, lessees, tenants, concessionaires, contractors and airlines will not deny public services, employment and program opportunities to any person at the Elko Regional Airport due to race, creed, color, national origin or sex, or be otherwise subjected to the specific discriminatory actions prohibited by Title VI. Further, the Airport will take reasonable steps to provide meaningful access to services for persons with limited English proficiency.

EKO ADA/Section 504 Policy Statement

- The Elko Regional Airport does not discriminate on the basis of disability in admission to, access to, treatment of, or employment in its programs and activities. This notice is provided as required by the Rehabilitation Act of 1973, Section 504, and Title II of the Americans with Disabilities (ADA) Act of 1990.



Airport Activities

PROGRAMS, SERVICES AND ACTIVITIES

Airport Provided		City Provided	Tenant Provided	
Vehicle Parking	Training	Emergency Response	Flight School	Ticketing
Public Information	Security Badging	Aircraft Rescue and Firefighting	Aircraft Chartering	Baggage Handling
Special Events	Lost and Found	Law Enforcement	Aircraft Self-Fueling	Aircraft Boarding and Deboarding
Public Seating Areas	Contracting		Aircraft Maintenance	Security Screening
Public Restrooms/Drinking Fountains	Flight Information		Rental Cars	Food Concession
Public Access Points	Wayfinding		Shuttle Services	

Limited English Proficiency (LEP)



- Discrimination based on national origin is prohibited and requires reasonable language assistance
- Limited English Proficiency (LEP) persons refers to persons for whom English is not their primary language and/or who have a limited ability to read, write, speak or understand English
- The Airport commits to ensuring meaningful access to all programs, activities and service by individuals who may be considered LEP

LEP Language Assistance Measures

Reasonable language assistance measures for the Airport:

- **Provide** translation and interpretive services at public meetings (upon request or as determined by the Airport to be necessary or supportive of expected LEP persons)
- **Train** Airport staff, concessionaires, and tenants on the use of Google Translate to assist LEP persons
- **Maintain** records of Airport staff, concessionaires, and tenants who are fluent or possess skills in any language besides English
- **Coordinate** with TSA to ensure that the Language Access Binder is available and used at the Airport
- **Coordinate** with TSA to identify TSOs who serve as Language Access Program volunteers
- **Maintain** copies of the DHS “I Speak” poster and booklet in the Airport Administration Office
- **Update** the Airport Emergency Plan to address the needs of LEP persons

Title VI Compliance

- ***All employees, lessees, tenants, concessionaires, contractors and airlines*** operating at the Airport must comply with the policy statements and non-discrimination authorities
- As a result, all contracts, agreements or solicitations entered into by any entity operating at the Airport must contain the required federal contract provisions



Public Notice

- EKO will post notice of unlawful discrimination in public areas of the terminal and administration office
- A notice will also be posted on www.flyelkonevada.com for members of the public and any business interested in conducting business on the airport

Unlawful Discrimination

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or disability in public services and employment opportunities. Allegations of discrimination should be promptly reported to the Airport Manager or:

Federal Aviation Administration
Office of Civil Rights, ACR-1
800 Independence Avenue, S.W.
Washington, D.C. 20591

Federal regulations on unlawful discrimination are available for review in the Airport Manager's Office.

Coordinator: Jim Foster
Phone: 775-777-7194
Address: 975 Terminal Way, Elko, Nevada 89801

Discriminación Ilegal

Se prohíbe a los operadores de aeropuertos y a sus arrendatarios, inquilinos, concesionarios y contratistas discriminar contra cualquier persona por motivo de raza, color, nacionalidad de origen, sexo, creencias religiosas, impedimento físico o discapacidad en lo que respecta a servicios públicos y oportunidades de empleo. Las alegaciones de discriminación deberán ser dirigidas inmediatamente al Administrador del Aeropuerto o a:

Federal Aviation Administration
Office of Civil Rights, ACR-1
800 Independence Avenue, S.W.
Washington, D.C. 20591

Los reglamentos sobre discriminación ilegal están a la disposición de los interesados para su examen en la oficina del Administrador del Aeropuerto.

Coordinator: Jim Foster
Phone: 775-777-7194
Address: 975 Terminal Way, Elko, Nevada 89801



U.S. Department of Transportation
Federal Aviation Administration

14-00000

Title VI and ADA/Section 504 Coordinator

- Jim Foster, Airport Manager, is the Title VI and ADA/Section 504 Coordinator for the Airport.
- The Coordinator's Title VI responsibilities include:
 - Reviewing the plan to ensure compliance with all statutes and regulations
 - Accepting and managing all complaints received by the Elko Regional Airport
 - Coordinating with the FAA on reporting complaints and responding to requests for data and records



Complaint Procedures

- Any person who believes they have been unlawfully discriminated against should report the complaint to the Title VI/ADA/Section 504 Coordinator
- A complaint form is available in the Airport Administration office or on the Airport website at www.flyelkonevada.com/index.php/home/public-notice/
- All complaints received by the Elko Regional Airport shall be forwarded to the FAA within 15 days of receipt
- All employees, lessees, tenants, concessionaires, contractors and airlines operating at the Airport shall forward any complaints received to the Airport Administration

Elko Regional Airport

Title VI and ADA/504 Complaint Form

Description of organization you believe has discriminated including name and address (Airport, Tenant, Concessionaire, Contractor, Other)

Description of violation

Use this form to file a complaint if you believe the Elko Regional Airport, its airport operators and their lessees, tenants, concessionaires or contractors have discriminated against you because of race, color, national origin or disability in access to public services and employment opportunities

Instructions: Complete this form in its entirety and mail, hand deliver or e-mail it to:

Elko Regional Airport
Attn: Title VI/Disability Coordinator
975 Terminal Way
Elko, NV 89801
airportcoordinator@elkocitynv.gov

Complainant Information

Name

Address

Home Phone (include area code)

E-mail Address

City, State, Zip

Business Phone (include area code)

Person (if different than complainant) asserting Title VI or ADA/Section 504 violation

Name

Address

Home Phone (include area code)

E-mail Address

City, State, Zip

Business Phone (include area code)

Details of Alleged Violation

Date and time violation occurred (mm/dd/yyyy)

Location

2020.08.05

Training an

- A training pro

-



**City of Elko
Elko Regional Airport
975 Terminal Way
Elko, NV 89801**

AIRPORT OPERATIONS PERSONNEL TRAINING RECORD

NAME: _____

Subjects in red indicate training, which must be conducted prior to initial performance of duties, and at least once every 12 consecutive calendar months thereafter. If a person does not have training in each of the subject areas within the preceding 12 consecutive calendar months at any time, then that person cannot perform the duties listed.

These records must be kept for at least 24 consecutive calendar months.

[illegible]



THANK YOU

Jim Foster, Airport Manager

jfoster@elkocitynv.gov

775.777.7194

Hilary Fletcher, Aviation Project Manager

hilary.fletcher@aviation.com

435.574.5317

Daniel S. Reimer, Esq.

dan@airportcounselor.com

303.596.2170



**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval for the Elko Police Department to apply for a grant from Nevada Gold Mines, in the amount of one hundred and fifty-six thousand dollars (\$156,000), to assist with costs associated with purchasing a firearms training simulator, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 8, 2020**
3. Agenda Category: **CONSENT ITEM**
4. Time Required: **5 Minutes**
5. Background Information:
6. Budget Information:
 Appropriation Required: **\$**
 Budget amount available: **TBD**
 Fund name: **General Fund**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Approve the Elko Police Department's request to apply for a grant through Nevada Gold Mines, in the amount of one hundred and fifty-six thousand dollars (\$156,000), to assist with costs associated with purchasing a firearms training simulator.**
10. Prepared By: **Police Chief Ty Trouten**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution: **N/A**

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the attached tow contract, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 8, 2020**
3. Agenda Category: **CONSENT ITEM**
4. Time Required: **5 Minutes**
5. Background Information: **A tow contract is necessary to ensure all duty tow providers have equitable requests for tows, and the needs of the Elko Police Department are met in a timely manner. TT**
6. Budget Information:
Appropriation Required: **None**
Budget amount available: **None**
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Template of proposed Towing Service Agreement**
9. Recommended Motion: **Approve the request from the Elko Police Department to utilize the attached tow contract.**
10. Prepared By: **Ty Trouten, Elko Police Chief**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

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

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

RECITALS

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

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

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

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

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

1. WORK:

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

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

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

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

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

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

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

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

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

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

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

2. SPECIFICATIONS:

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

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

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

3. PERSONNEL:

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

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

4. STATE AND CITY REQUIREMENTS; LICENSES AND PERMITS:

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

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

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

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

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

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

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

8. SERVICE RATES: See Schedule 1, attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. DEFAULT:

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

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

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

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

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

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

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

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

14. NOTICES:

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

TO THE CITY:

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

TO CONTRACTOR:

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

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

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

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

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

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

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

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

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

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

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

CITY OF ELKO

CONTRACTOR

By: _____
REECE KEENER, MAYOR

By: _____

Title: _____

Date: _____

Date: _____

ATTEST:

KELLY WOOLDRIDGE, CITY CLERK

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of proposed update to City of Elko Human Resources Policy Manual Longevity Pay Policy 5.6.6, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 8, 2020**
3. Agenda Category: **PERSONNEL**
4. Time Required: **5 Minutes**
5. Background Information: **The City of Elko HR Policy Manual includes policy 5.6.6 Longevity Pay. Currently, the policy provides longevity pay benefit to employees hired prior to January 1, 2012, for employment from 8 to 25 years of service. The years of service for longevity pay in the City of Elko HR Policy Manual have always mirrored the OE3 Contract (Operating Engineers Local 3) years of service. During negotiations with OE3 in 2020, the longevity pay benefit was extended to include years of service from 26-30. With your approval, the City of Elko HR Policy Manual's policy 5.6.6 Longevity Pay would be updated, to include years of service from 26-30. This will currently affect one (1) employee. SS**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Copy of proposed Policy**
9. Recommended Motion: **Approve the City of Elko Human Resources Policy Manual Longevity Pay Policy as presented effective December 8, 2020.**
10. Prepared By: **Susie Shurtz, Human Resources Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

5.6.6 Longevity Pay

1. This plan will include City classified and exempted employees and excluded contract employees and the City Council. This plan is effective for employees who were hired prior to January 1, 2012. Employees hired after that date are not eligible for longevity pay.
2. The schedule for longevity pay for employees with performance reviews of standard or better is as follows:

Years of Completed Service	Semi-Annual Amount	Total Amount
8	\$75	\$150
9	\$100	\$200
10	\$125	\$250
11	\$150	\$300
12	\$175	\$350
13	\$200	\$400
14	\$225	\$450
15	\$250	\$500
16	\$275	\$550
17	\$300	\$600
18	\$325	\$650
19	\$350	\$700
20	\$375	\$750
21	\$400	\$800
22	\$425	\$850
23	\$450	\$900
24	\$475	\$950
25	\$500	\$1,000
26	\$525	\$1,050
27	\$550	\$1,100
28	\$575	\$1,150
29	\$600	\$1,200
30	\$625	\$1,250

3. Longevity pay shall be payable the first payday in June and December of each year. An employee will receive the first check during the year following the employee's eighth (8) anniversary year of employment with the City of Elko.
4. For purposes of merit longevity pay, continuous service is defined as uninterrupted employment in the classified or unclassified service for the City of Elko.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible direction to Staff, to solicit bids for the Repairs and Recoating of the Ruby Vista Water Storage Tank No. 2 Project-2020, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 8, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **In September of 2018, ten (10) of the City's Water Storage Tanks were inspected by Blue Locker Diving. The 10 tanks have been placed on a priority list based on deficiencies noted in each tank. Ruby Vista Tank No. 2 and Indian View Heights Tank No. 1, were budgeted for recoating in 2020, but bids exceeded the amount budgeted for the project. Staff would like to rebid the project to complete the recoating of Ruby Vista Tank No. 2 during this budget cycle, while the funds are available. DJ**
6. Budget Information:

Appropriation Required: **\$562,000.00**
Budget amount available: **\$562,000.00**
Fund name: **Water**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Direct Staff to solicit bids for the Repairs and Recoating of the Ruby Vista Water Storage Tank No. 2 Project-2020**
10. Prepared By: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a change order 6A to MGM Construction, INC for the overexcavation of trash and contaminated soil in the front of the Water and Water Reclamation Facility (WRF) Shop, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 8, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **Upon installing the foundation and utilities for the Water and Water Reclamation Facility (WRF) Shop, trash and contaminated soil was discovered. This area had to be overexcavated to depths of seven (7) plus feet and replaced with imported clean fill and compacted to finish subgrade. The trash and contaminated soil pile was surveyed at 2040 cubic yards. The soil has been analyzed and was determined to have oil and diesel concentrations. In total 4080 cubic yards had to be removed, imported, and compacted. DJ**
6. Budget Information:

Appropriation Required: \$88,835.00
Budget amount available: \$10,500,000.00
Fund name: Water/Sewer/WRF
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **AIA Document G701-2017, Change Order Proposal, and Faulstich & Rand Construction Co, Inc. Invoice, and ZGA Memo.**
9. Recommended Motion: **Approve the appropriation of change order 6A in the amount of \$88,835.00 payable to MGM Construction, Inc. for the overexcavation of trash and contaminated soil and import of clean fill.**
10. Prepared By: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Elko Water and WRF Shop 1550 STP Road, Elko, NV 89801	CONTRACT INFORMATION: Contract For: General Construction Date: April 09, 2020	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: 12-01-2020
OWNER: <i>(Name and address)</i> City of Elko 1755 College Ave. Elko, NV 89801	ARCHITECT: <i>(Name and address)</i> ZGA Architects & Planners, Chartered 408 East Parkcenter Blvd. Suite 205 Boise, ID 80706	CONTRACTOR: <i>(Name and address)</i> MGM Construction, Inc. 900 North 400 West, Bldg. 5 North Salt Lake, UT 84054

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Change Order Proposal 6: Removal (over-excavation) of contaminated soil and replacement with imported fill material.
See attached COP 6 with Contractor's cost and ZGA Memo dated 11-19-2020

The original Contract Sum was	\$ 8,238,000.00
The net change by previously authorized Change Orders	\$ 37,778.93
The Contract Sum prior to this Change Order was	\$ 8,275,778.93
The Contract Sum will be increased by this Change Order in the amount of	\$ 88,835.00
The new Contract Sum including this Change Order will be	\$ 8,364,613.93

The Contract Time will be increased by Seven (7) days.
The new date of Substantial Completion will be June 28th, 2021

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ZGA Architects & Planners,
Chartered
408 East Parkcenter Blvd., Suite 205
Boise, ID 83706

ARCHITECT *(Firm name)*

SIGNATURE

Pat Walsh, Project Manager

PRINTED NAME AND TITLE

12.01.2020
DATE

MGM Construction, Inc.
900 North 400 West, Bldg 5
North salt Lake, UT 84054

CONTRACTOR *(Firm name)*

SIGNATURE

Nicholas Muhlestein, Project
Manager

PRINTED NAME AND TITLE

DATE

City of Elko
1755 College Blvd.
Elko, NV 89801

OWNER *(Firm name)*

SIGNATURE

Dale Johnson, Utility Director

PRINTED NAME AND TITLE

DATE



900 North 400 West, Building # 5
North Salt Lake, Utah 84054
(801) 298-1805 phone
(801) 292-9836 fax
FAX: (801) 292-9836

CHANGE ORDER PROPOSAL

DATE: 23 September 2020

JOB NOS. MGM #2002

TO: ZGA Architects
Attn: Pat Walsh
408 East Parkcenter Blvd. Suite 205
Boise, Idaho 83706

RE: City of Elko
Water & Water Reclamation Facility WRF
Elko, Nevada 89801




- ♦ Proposed Change Order No. 6A
 - enclosures: *COP 6A*
 - transmitted via: *email*
- ♦ FOR APPROVAL

Description: Overexcavate trash in front of building pavement area to depths of 7ft +/-.
Replace with imported clean fill and compact. Finish grade for subgrade.

The following details the modifications to cost and time associated with the above description:

Faulstich & Rand Construction	....	\$ 81,500.00
Subtotal	....	\$ 81,500.00
Markup	....	\$ 7,335.00
Total	....	\$ 88,835.00
Days Requested	....	<u>7</u>

COPY TO: _____

SIGNED: 

Nick D. Muhlestein
MGM Construction, Inc.

Faulstich & Rand Construction Co., Inc.

P.O. Box 931 2703

Elko, Nevada 89803

(775) 738-7463 Fax (775) 753-7695

INVOICE

SOLD TO MCM Construction Inc.		SHIPPED TO ELKO WRF Shop	
STREET & NO. 900 North 400 West Bldg #5		STREET & NO. EXTRA	
CITY North Salt Lake City, UT	STATE UT	CITY 84064	STATE ZIP

CUSTOMER'S ORDER		TERMS	F.O.B.	DATE
		Net 30		8/31/20
Transport hoe and scraper mob in and mob out				1490.00
Over X trash in front of building pavement area to depths of 7-ft plus or minus				
40 hrs End dump @ 112 ⁰⁰ per hr				6480.00
40 hrs Side dump @ 195 ⁰⁰ per hr				7800.00
40 hrs Hoe @ 280 per hr				11200.00
40 hrs Scraper @ 175 ⁰⁰ per hr				7000.00
40 hrs Water Trk @ 148 per hr				5920.00
Replace with imported clean fill and compact				
40 hrs Scraper @ 175 ⁰⁰ per hr				7000.00
40 hrs Water Trk @ 148 ⁰⁰ per hr				5920.00
40 hrs Belly Dump (2) @ 150 ⁰⁰ per hr				12000.00
20 hrs Blade @ 175 ⁰⁰ per hr				3500.00
20 hrs Loader @ 195 ⁰⁰ per hr				3900.00
Fill Dirt Cost				4310.00
Finish grade for subgrade				
10 hrs Blade @ 175 ⁰⁰ per hr				1750.00
10 hrs Water Trk @ 148 ⁰⁰ per hr				1480.00
10 hrs Roller @ 175 ⁰⁰ per hr				1750.00
Total				81500.00

RECEIVED BY: _____

Memo



**Architects
and
Planners**

408 E. Parkcenter Blvd.
Suite 205
Boise, Idaho 83706

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

To: Dale Johnson
From: Pat Walsh
CC:
Date: 11-19-20
Re: **Water & WRF Shop – Removal of Contaminated Fill**

While excavating for the foundations at the Water and WRF Shop, a large area of trash and contaminated soil was encountered at the north side (front) of the building. This contaminated area extended from the front of the building all the way out across the front parking lot to STP Road. The trash and other contaminants extended to a depth of approximately 7-feet.

The excavated material was trucked to the back of the site and piled in an area that has been used by the City to stockpile unacceptable excavated material from City road projects. Acceptable fill material was imported to the site and placed in compacted lifts up to the level of the Shop site's subgrade elevation. The excavation and backfill operation took approximately 2 weeks to complete.

The trash/soil pile was measured by survey and determined to be approximately 2,040 cubic yards. Samples of the soil were lab analyzed and were found to be contaminated with petroleum.

The Civil/Site Sub-Contractor has made a Change Order Proposal (COP 6A) for this additional work in the amount of \$81,500. The Subcontractor's costs were based on hourly rates for the equipment and crew, and the time needed to complete the work.

Based on the surveyed quantity, the unit cost for 4,080 cubic yards of removal and replacement is approximately \$20 per cubic yard. We believe that this unit cost is reasonable and supports the subcontractor's claim.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible authorization to solicit Statements of Qualifications from airport planning consultant services and begin the selection process to complete an Airport focused planning study at Elko Regional Airport, and matters related thereto. FOR POSSIBLE ACTION.**
2. Meeting Date: **December 08, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **10 Minutes**
5. Background Information: **At the request of the FAA, Elko Regional Airport must complete an Airport Focused Planning Study. The airport is required to follow requirements in FAA Advisory Circular 150/5100-14(series), *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*. The airport must solicit qualifications from interested consultant firms interested in completing an Airport Focused Planning Study at the Elko Regional Airport in 2021 (based upon FAA AIP Funding Availability). Upon selecting the most qualified firm, the airport will enter into negotiations over the lump sum price for completing this planning study. JF**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **Airport Enterprise Fund**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Scope of Work**
9. Recommended Motion: **Authorize Staff to advertise and solicit qualifications in order to begin the selection process of a consultant to perform an Airport Focused Planning study.**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:



**City of Elko
Elko Regional Airport
975 Terminal Way
Elko, NV 89801**

These professional services are primarily for an AIP funded airport planning project (as defined in AC 150/5100-14E (current series). The planning project, and affiliated deliverables anticipated to be completed under this contract are:

The City of Elko desires the completion of the following planning products as follows:

A Comprehensive Elko Airport Focused Planning Study and Required Deliverables

The City of Elko seeks to obtain a comprehensive assessment of their existing and long-range airfield facilities, activities and needs; to determine the overall configuration of the airfield in its ability to facilitate and maximize future demand, desired activities, and economic and physical growth; an overall assessment for the development of a Regional Aircraft Rescue and Fire Fighting (ARFF) Training Facility, to include site analysis, future usage and need of such a facility, and the overall functionality and implementation of the facility; an overview of existing and future land use and economic development conditions; existing and future commercial and general aviation aeronautical need; an assessment of commercial terminal and general aviation facility needs; the development of a future comprehensive project listing, with all associated costs for future implementation; and a comprehensive analysis of existing runway, taxiway and apron configurations and the proposed future optimization of runway placements satisfactory to FAA guidelines and requirements.

This project will result in the following deliverables:

- A Focused Planning Study for the Airport,
- Existing and Future RPZ/OFA Alternatives Analysis
- Airport Layout Plan (ALP) Drawing Set

Some or all of the following items or resources may be needed in the execution of the project listed above:

- Design studies to establish the framework and detailed work program;
- Airport data collection and facility inventories;
- Facility requirements determination;
- Airport layout and plan development;
- ARFF requirements and implementation;
- Airport development schedules and cost estimates;
- Participation in public information and community involvement programs and/or public hearings relating to airport development and planning projects;
- Preparation of or updating of the airport layout plan;
- FAA Airspace analysis;
- GIS data collection, entry, and analysis and other electronic graphical/mapping efforts.
- Consideration of local and regional land use and adjacent transportation corridors.
- Airport-related and FAA-related physical and airspace guidelines and/or requirements pertaining to airfields, runways, aprons and taxiways.



**City of Elko
Elko Regional Airport
975 Terminal Way
Elko, NV 89801**

All work shall be performed in accordance with current FAA advisory circulars, guidance, and policy.

Interested firms may obtain copies of EKO's current Capital Improvement Program, Master Plan and or other source documents by calling Jim Foster at (775) 777-7190 during normal working hours or by emailing request to jfoster@elkocitynv.gov .



Elko Regional Airport
Title VI and ADA/504 Compliance Plan
December 2020

Jim Foster, Airport Manager

Date

Authorities

Title VI of the Civil Rights Act of 1964 (Title VI); the Airport and Airway Improvement Act of 1982, Section 520; the Rehabilitation Act of 1973, Section 504; Title II of the Americans with Disabilities (ADA) Act of 1990, and Title 49 of the Code of Federal Regulations (CFR), Part 21.

Policy Statement

The Elko Regional Airport ("Airport") and its employees, lessees, tenants, concessionaires, contractors and airlines will not deny public services, employment and program opportunities to any person at the Airport due to race, creed, color, national origin or sex, or be otherwise subjected to the specific discriminatory actions prohibited by Title VI. Further, the Airport will take reasonable steps to provide meaningful access to services for persons with limited English proficiency.

The Airport does not discriminate on the basis of disability in admission to, access to, treatment of, or employment in its programs and activities. This notice is provided as required by the Rehabilitation Act of 1973, Section 504, and Title II of the Americans with Disabilities (ADA) Act of 1990.

Limited English Proficiency

Limited English Proficiency (LEP) persons refers to persons for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. It includes people who reported to the U.S. Census that they speak English less than very well, not well, or not at all. The Airport will undertake reasonable measures to provide language assistance

Public Notice

Per 49 CFR §21, the Airport shall display a nondiscrimination notice to the public during normal working hours. The Airport displays the "Unlawful Discrimination" poster conspicuously in public areas of the Airport including pre- and post-security. In addition, a nondiscrimination notice is posted on the Airport website.

Complaint Process

Title VI Policy

Any person who believes he or she has been aggrieved by any unlawful discriminatory practice under Title VI should report the complaint to the Title VI Coordinator who is the Airport Coordinator at 775.777.7194, 975 Terminal Way, Elko, NV 89801, or airportcoordinator@elkocitynv.gov. The Airport will forward all complaints to the FAA within 15 days of receipt.

ADA/Section 504 Nondiscrimination Policy

Any person who believes he or she has been discriminated against on the basis of disability under Section 504 or the ADA should report the complaint to the ADA Coordinator who is the Airport Manager, at 775.777.7194, 975 Terminal Way, Elko, NV 89801, or airportcoordinator@elkocitynv.gov.

A complaint form is available at the Airport Administration Office located 975 Terminal Way, Elko, NV and online <http://www.flyelkonevada.com/index.php/home/public-notice/>

Allegations of discrimination may also be filed directly with the Federal Aviation Administration:

Federal Aviation Administration
Office of Civil Rights
ACR-1800 Independence Avenue, S.W.
Washington, DC 20591

Allegations of discrimination based on disability may also be filed directly with the U.S. Department of Justice:

U.S. Department of Justice
950 Pennsylvania Avenue, N.W.
Civil Rights Division, Disability Rights Section
Washington, DC 20530

Plan Monitoring

The Airport should periodically review this Title VI compliance plan, including the language assistance plan, to determine its overall effectiveness and make adjustments and updates to the plan as deemed necessary. These efforts may include:

- Monitor LEP efforts and update census data as it becomes available
- Review all Title VI, ADA, or LEP complaints received and identify revisions plan as needed
- Update information on the Airport website related to this plan and complaint procedures
- Monitor complaint tracking and evaluate potential areas for improvement
- Review training material and update in accordance with best practices

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Revocable Permit No. 4-20, filed by Ygoa Ltd., to occupy a 249 square feet portion of the Silver and Third Street right-of-ways adjacent to their parcel located at 246 Silver Street to accommodate installation of columns and footings to support a new balcony, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 8, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The applicant is proposing to build a balcony to replicate the original building façade and it structurally cannot be supported by the existing building. The engineered design is proposing the new columns and footings to be located adjacent to the building but within the Right-of-Way. CL**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **License agreement and Application**
9. Recommended Motion: **Approve Revocable Permit No. 4-20 subject to the execution of a Standard License Agreement between the applicant and the City of Elko.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **City Attorney**
12. Council Action:
13. Agenda Distribution: **Ygoa Ltd.**
 starhotel30@yahoo.com

 Eric Lattin
 e.lattin@blackdolphinnv.com

REVOCABLE LICENSE AGREEMENT FOR OCCUPANCY OF RIGHT-OF-WAY

THIS REVOCABLE LICENSE AGREEMENT FOR OCCUPANCY OF RIGHT-OF-WAY (hereinafter the “License Agreement”) is made this ____ day of December, 2020 (hereinafter the “Effective Date”), by and between the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, hereinafter called the “**City of Elko**,” and **YGOA, LTD.**, a Nevada limited-liability company, hereinafter called the “**Licensee**.”

RECITALS

- A. **Licensee** owns property located generally at 246 Silver Street, Elko, Nevada; and
- B. **Licensee** desires to install a balcony which will require the column and footings for the structural support to be located within a 249 square foot portion of the Silver and Third Street right-of-ways, located generally on the south side of the intersection of Silver Street and Third Street, more particularly described in the legal description attached hereto as Exhibit A, hereinafter called the “Right-of-Way”; and,
- C. **Licensee** seeks from the **City of Elko** a revocable license to use portions of the Right-of-Way for the purpose of installing columns and footings to support a balcony shown in the construction plans attached hereto as Exhibit C and in the location as shown in display map attached hereto as Exhibit B.

NOW, THEREFORE, in consideration of the rights and obligations contained herein, it is agreed as follows:

The **City of Elko** shall, subject to the terms and conditions contained herein, permit **Licensee** to use the Right-of-Way for the purposes set forth in this License Agreement.

The parties hereto further covenant and agree as follows:

1. **TERM:** The term of this License Agreement shall be perpetual, commencing on the Effective Date, which shall be the date of execution by the **City of Elko**. The **City of Elko** may revoke this License Agreement for any reason permitted hereunder during the term.

In the event of the termination of the license granted hereunder upon notice for any other reason permitted hereunder, **Licensee** shall promptly, peaceably and quietly leave, surrender and yield to the **City of Elko** the Right-of-Way in good order, condition and repair.

2. **WAIVER:** Waiver by the **City of Elko** of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, condition or covenant or any subsequent breach of the same, or any other term, condition or covenant herein contained.

3. **NOTICE:** Any and all notices or demands by or from the **City of Elko** to **Licensee**, or from the **Licensee** to the **City of Elko** shall be in writing. They shall be served either personally or by certified mail, return receipt requested. If served by certified mail, return receipt requested, the service shall be conclusively deemed made forty-eight (48) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice or demand is to be given and the issuance of a receipt thereof. Any notice or demand to the **City of Elko** may be given to the City of Elko at 1751 College Avenue, Elko, Nevada 89801, or at such other place or places as shall be designated by the **City of Elko** from time to time. Any notice or demand to **Licensee** shall be given to: Ygoa, Ltd., 246 Silver Street, Elko, NV 89801.

4. **IMPROVEMENTS, REPAIRS, MAINTENANCE AND USE OF THE PROPERTY:**

(a) **Licensee** shall have the license to enter upon and occupy the Right-of-Way to install columns to support proposed balcony, at its own expense, according to the approved site plan attached hereto as Exhibit B and construction plans attached hereto as Exhibit C; *provided*, **Licensee** must receive the prior consent of the **City of Elko** before entering upon the Right-of-Way and must thereafter act in accordance with its directions.

(b) **Licensee** shall be responsible for maintaining the columns and related improvements in a clean and orderly manner at all times.

(c) **Licensee** shall secure any permits required in connection with the activities authorized hereunder and shall comply with all applicable federal, state and local laws, ordinances, resolutions or regulations.

(d) The failure of the **Licensee** to comply with any directions given by the **City of Elko** in relation to the use or occupancy of the Right-of-Way, or the failure of the

Licensee to comply with all federal, state and local laws, ordinances, resolutions or regulations which apply to the Right-of-Way, or the **Licensee's** failure to comply with this License Agreement, shall be grounds for termination of this Licensee Agreement by the **City of Elko**. Any improvements which have been installed by the **Licensee** in the Right-of-Way shall be promptly removed by **Licensee**, at its own expense and in a workmanlike manner, upon request by the **City of Elko** following revocation or termination hereof.

5. **RIGHT OF ENTRY:** The **City of Elko** specifically reserves the right of entry upon the Right-of-Way by any authorized officer, engineer, employee, agent or contractor of the **City of Elko** at any time and for any and all purposes.

6. **INDEMNIFICATION:** Notwithstanding any other provision contained herein, **Licensee** hereby agrees to hold harmless, indemnify and defend the **City of Elko**, including, without limitation, the **City of Elko's** agents, employees and contractors, against any and all claims, demands, actions, suits, liability, cost and expense, including defense expenses, (to include, without limitation, suits for damages and injuries to persons or property) arising out of **Licensee's** acts or omissions in connection with the activities contemplated by this License Agreement.

7. **TERMINATION:** The **City of Elko** reserves the right to terminate the permission hereby given at any time upon reasonable notice, which shall not be required to exceed thirty (30) days.

8. **GENERAL COVENANTS:**

 (a) This License Agreement shall constitute the entire contract between the parties hereto concerning the subject matter hereof.

 (b) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns, as the case may be, of the respective parties, *provided*, under no circumstances shall **Licensee** assign its rights or obligations hereunder without the prior written consent of the **City of Elko**.

 (c) As used herein, the terms the **City of Elko** and **Licensee** shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.

(d) The provisions of this license may only be altered, changed or amended by mutual written consent of the parties hereto, in accordance with the provisions and procedures herein contained.

(e) Any claim made by **Licensee** arising out of any act or omission by any officer, agent or employee of the **City of Elko** in the execution or performance of this License Agreement will be made against **City of Elko** and not against the officer, agent or employee.

(f) **Licensee** shall require each contractor or subcontractor retained to perform work in the Right-of-Way to agree in its individual contract with **Licensee** not to make any claim against the **City of Elko**, its agents or employees by reason of that contract.

(g) Nothing in this License Agreement shall be construed to give any person, other than the **City of Elko** and **Licensee**, any legal or equitable right, remedy or claim under this Agreement, but it shall be held to be for the sole and exclusive benefit of City and Consultant.

(h) This License Agreement shall be governed by the laws of the State of Nevada and jurisdiction and venue for any legal action shall be the Fourth Judicial District Court in and for Elko County, Nevada.

(i) In the event of any litigation between the parties hereto arising out of this License Agreement, or if one party seeks to judicially enforce the terms of this License Agreement, the prevailing party shall be entitled to an award of all reasonable fees and costs, including, but not limited to, reasonable attorney's fees.

(j) **Licensee** may not assign any of its rights or obligations under this License Agreement.

(k) This License Agreement shall be binding not only upon the parties hereto but also upon their respective heirs, personal representatives, assigns (subject to the limitation on assignment) and other successors in interest.

(l) In the event that any date specified in this License Agreements falls on a Saturday, Sunday or a public holiday, such date shall be deemed to be the succeeding day on which the public agencies and major banks are open for business.

(m) Time is of the essence.

IN WITNESS WHEREOF, the parties hereto have executed this license the day and year first above written.

YGOA, LTD.:

By: _____

Title: _____

CITY OF ELKO:

By: _____
REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk

DEC 01 2020

EXHIBIT A
AREA FOR REVOCABLE PERMIT TO OCCUPY CITY OF ELKO PROPERTY FOR
YGOA, LTD
December 1, 2020

A Parcel of land located in Section 15, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Nevada, being a portion of Silver Street and Third Street adjacent to Lot 23 and Lot 24, of Block V, Town now City of Elko, Nevada , more particularly described as follows:

Beginning at the most Westerly Corner of said Lot 23, Block V, a point being Corner No. 1, the true point of beginning;

Thence N 48° 02' 29" W, 3.00 feet to Corner No. 2;

Thence N 41° 57' 31" E, 53.00 feet to Corner No. 3;

Thence S 48° 02' 29" E, 33.00 feet to Corner No. 4;

Thence S 41° 57' 31" W, 3.00 feet to Corner No. 5, a point being on the Northeasterly Line of said Lot 24, Block V;

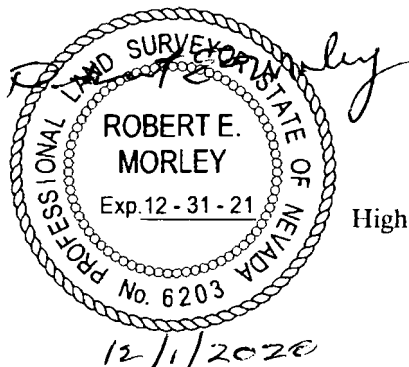
Thence N 48° 02' 29" W, 30.00 feet along the said Northeasterly line of Lot 24, Block V to Corner No. 6, a point being the most Northerly Corner of said Lot 24, Block V;

Thence S 41° 57' 31" W, 50.00 feet along the Northwestern Lines of said Lot 23 and Lot 24, Block V, to Corner No. 1, the point of beginning, containing 249 square feet, more or less.

The basis of bearing for the above described parcel is the Record of Survey for the City of Elko Railroad Relocation Project on file in the office of the Elko County Recorder, Elko, Nevada, as File No. 237417.

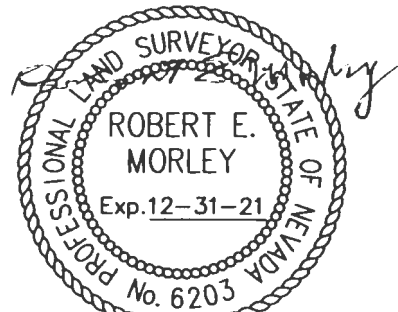
Reference is hereby made to Exhibit B, Map of Area for Revocable Permit to Occupy City of Elko Property for YGOA, LTD attached hereto and made a part hereof.

Prepared by Robert E. Morley, PLS
640 Idaho Street



High Desert Engineering, LLC
Elko, NV 89801

EXHIBIT B
MAP OF AREA FOR REVOCABLE PERMIT
TO OCCUPY CITY OF ELKO PROPERTY
FOR
YGOA LTD.
CITY OF ELKO, NEVADA



12-11-2020

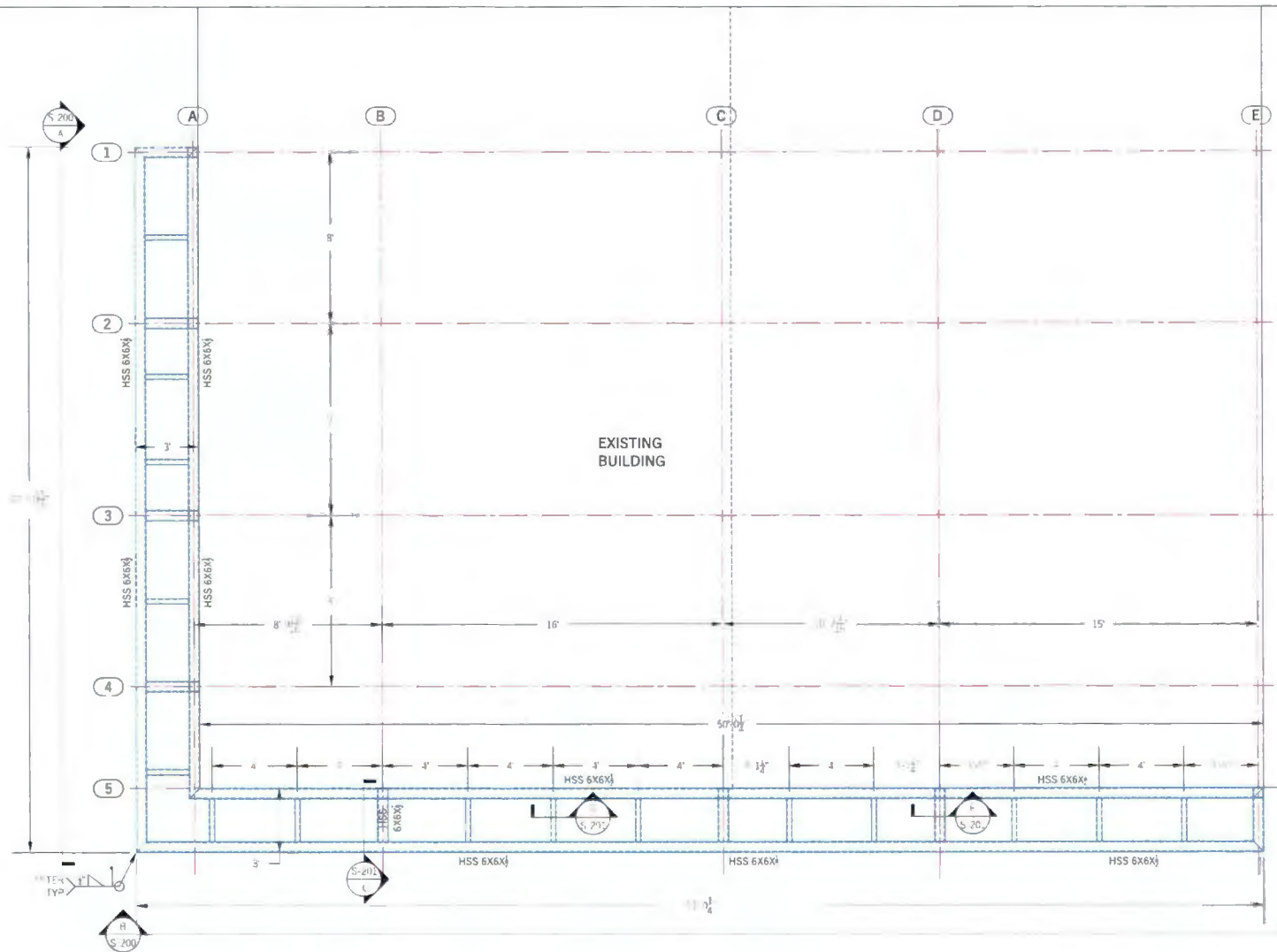
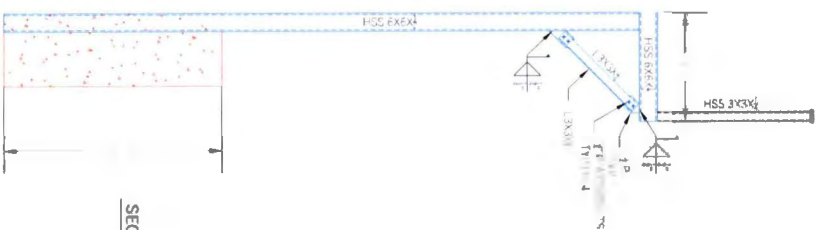
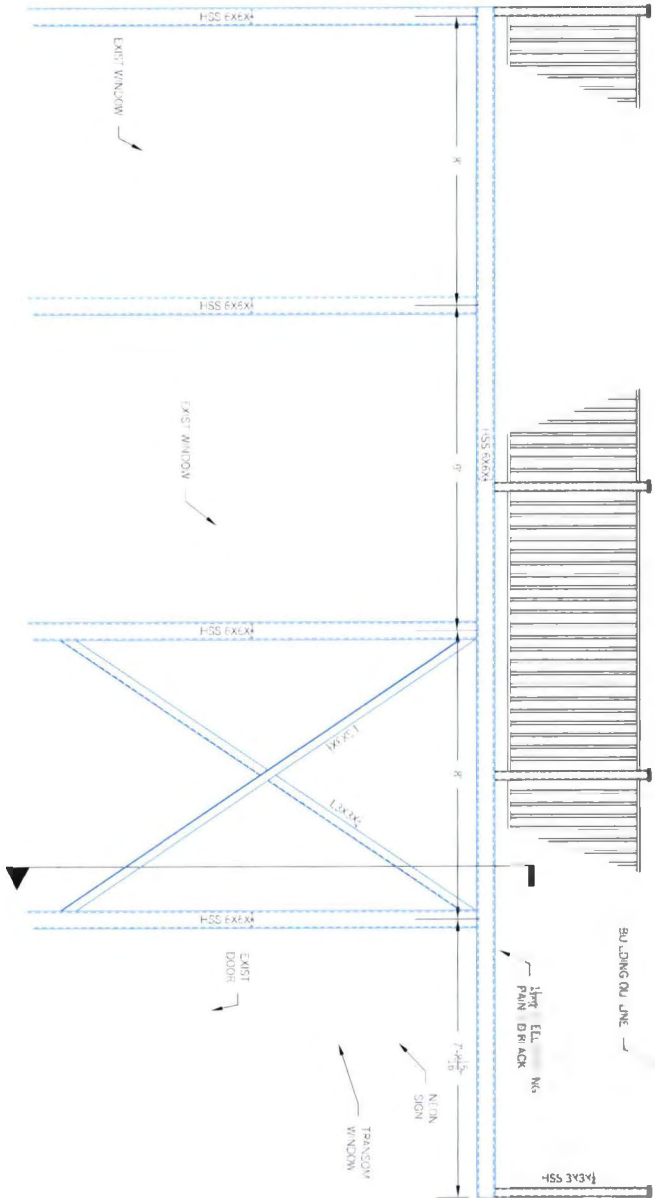


EXHIBIT C

 <div>Black Dolphin Consulting, LLC</div>		PROJECT: STAR BALCONY 246 W. SILVER STREET	SHEET TITLE FRAMING PLAN
DESIGNED: <input type="text"/> DATE: November 11, 2020		CLIENT: SCOTT YGOA 246 W SILVER STREET	REVISION: A - PRELIMINARY REVIEW
REVIEWED: EWL	SCALE: <input type="text"/>		DRAWING NO: 100 (S)
FILE NAME: STAR-FR-BA			BD PROJECT NO: 100

EXHIBIT C



Black Dolphin Consulting, LLC DESIGNED BY: [Signature] REVIEWED BY: [Signature] FILE NAME: STAR14 FL BA		PROJECT STAR BALCONY 246 W SILVER STREET CLIENT SCOTT YGOA 746 W SILVER STREET	
SHEET TITLE SECTIONS		REVISIONS NO. 001 OF 5 BY PROJECT NO. 10100	

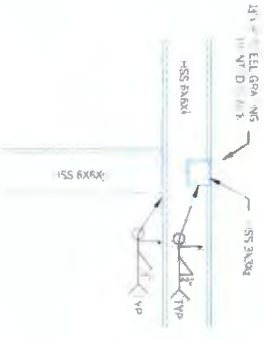
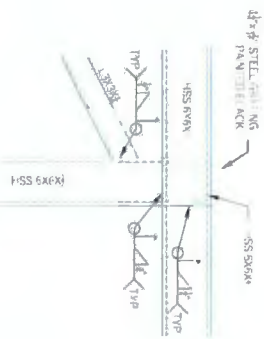
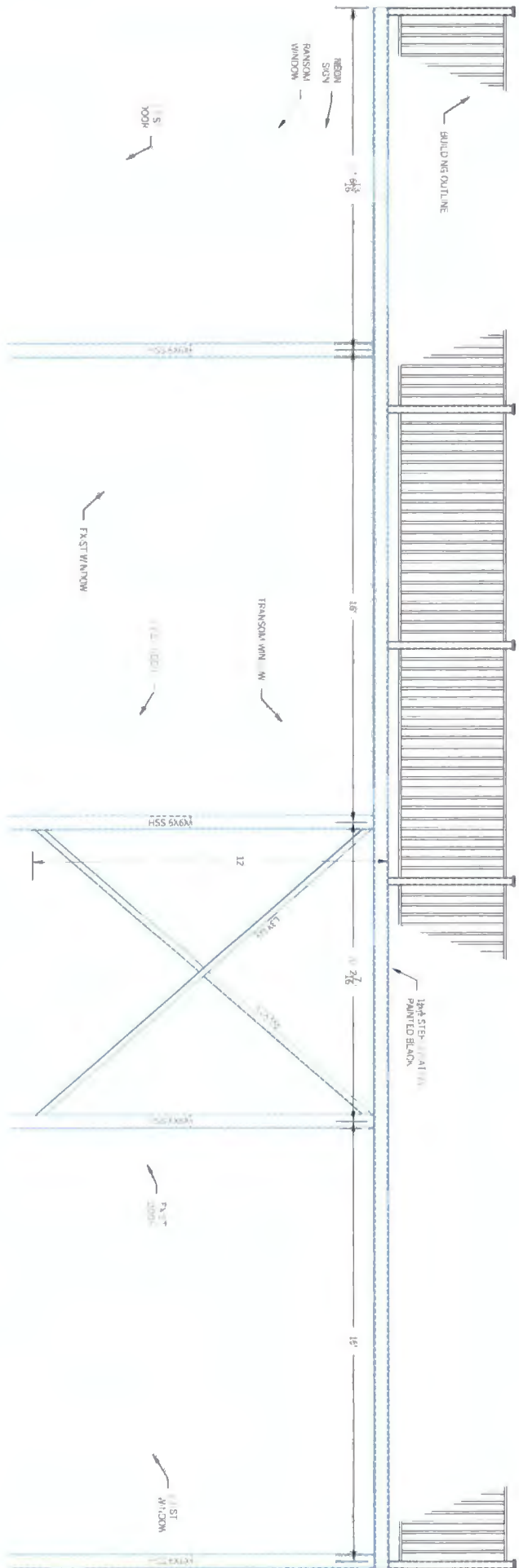



EXHIBIT C

SECTION D
S-100

SECTION B
S-100

SECTION F
S-100

		PROJECT		SHEET TITLE	
DESIGNED BY	DATE	CLIENT	STAR BAY CONY 246 W SILVER STREET	REVISION	SECTIONS
REVIEWED BY	SCALE	SCOTT YGOA 246 W SILVER STREET		DRAWING NO.	
FILE NAME	STAR BAY CONY			BD PROJECT NO.	190A



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

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

APPLICATION FOR REVOCABLE PERMIT TO OCCUPY CITY OF ELKO PROPERTY

APPLICANT(s): SCOTT YGOA / YGOA LTD

MAILING ADDRESS: 246 W SILVER STREET

PHONE NO (Home): _____ **(Business)** 775-738-9925

NAME OF PROPERTY OWNER (If different): _____
(Property owner's consent in writing must be provided.)

MAILING ADDRESS: 246 W SILVER STREET

LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):

ASSESSOR'S PARCEL NO.: 001-334-002

Address 246 W SILVER STREET

APPLICANT'S REPRESENTATIVE OR ENGINEER: ERIC LATTIN

FILING REQUIREMENTS:

Complete Application Form: In order to begin processing the application, an application form must be complete and signed.

Fee: A \$400.00 non-refundable filing fee.

Legal Description: A certified metes and bounds legal description of the boundary of the area to be used by the applicant must be provided.

Plot Plan: A plot plan provided by a properly licensed surveyor drawn to scale showing the proposed boundary lines, proposed structures, signs, landscaping, etc.

Note: One .pdf of the entire application must be submitted as well as one set of legible, reproducible plans 8 ½" x 11" in size. If the applicant feels the Commission needs to see 24" x 36" plans, 10 sets of pre-folded plans must be submitted.

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

Describe the proposed use of the property: APPLICANT WOULD LIKE TO BUILD A
BALCONY ALONG THE FRONT (SILVER ST) AND NORTHEAST (3rd ST)
SIDE OF THE BUILDING. THE BALCONY WILL INCLUDE STEEL COLUMNS
ENCASED IN CONCRETE FOOTINGS, EXTENDING 12-FEET ABOVE
EXISTING GROUND TO THE PEDESTRIAN PLATFORM. THE PLATFORM
WILL BE THREE FEET WIDE WITH A STEEL HANDRAIL ALONG THE OUTSIDE
EDGE. TO PROVIDE ADEQUATE STRUCTURAL CAPACITY FOR THE BALCONY,
IT IS NECESSARY THAT THE STEEL POSTS AND FOOTINGS ARE LOCATED
WITHIN THE CITY-OF-ELKO RIGHT OF WAY AS SHOWN ON THE ATTACHED
DISPLAY MAP.

(Dimensions) 3 feet X 86 feet (Attach Plot Plan)

(Use additional pages if necessary to address the question)

This area intentionally left blank,

THE APPLICANT HEREBY AGREES TO COMPLY WITH THE FOLLOWING:

1. That if this permit is granted, the applicant agrees that the property involved shall be subject to any utility easements affecting said area, including all existing utility mains, pipelines, laterals, sewer lines, water lines, gas lines, telephone lines, cables, television cables, electrical lines and wires, gas wires, drains and other pipes, wires and cables, and lines now located on, over, under or within said property area, strip or any portion thereof.
2. That if this permit is granted, the applicant hereby agrees that their use of said area shall be only for landscaping, driveways, fences, carports, signs, and any other such similar uses involving non-permanent structures.
3. That the applicant understands and agrees that said permit, if granted, is revocable by the City of Elko, should the City of Elko determine said right-of-way is needed for public use. Revocation of the permit to occupy the right-of-way shall be 30 days from the date of certified mailing to the permit holder, notifying permittee of the City's intent to revoke.
4. That the applicant hereby agrees that the removal and/or relocation of the permittee's improvements, desired to be retained and salvaged by the permittee, shall be the responsibility of the permittee and at the permittee's expense. Any improvements remaining after the 30 day notification period shall be removed by the City of Elko to accomplish the City's plan for public use of said area.
5. That the applicant further agrees to comply with all applicable codes and ordinances pertaining to the applicant's use of said right-of-way.

Applicant / Agent ERIC LATTIN
(Please print or type)

Mailing Address PO BOX 2561
Street Address or P.O. Box

ELKO, NV, 89801
City, State, Zip Code

Phone Number: 775-934-5114

Email address: E.LATTIN@BLACKDOLPHINNV.COM

SIGNATURE: 

FOR OFFICE USE ONLY

RECEIVED

File No.: 4-20 **Date Filed:** 11/19/20 **Fee Paid:** \$400.00 NOV 19 2020

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval to fill one (1) vacant seat on the Arts and Culture Advisory Board, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 8, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **A “Letter of Interest” has been submitted by Mr. Tom Lester. A copy of the letter has been provided in the packet for your review. 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: **A Letter of Interest from Mr. Tom Lester**
9. Recommended Motion: **Appoint Mr. Tom Lester to the Arts and Culture Advisory Board.**
10. Prepared By: **Scott Wilkinson, Assistant City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Mr. Tom Lester
Tourism and Marketing Manager
Elko Convention and Visitors Authority
700 Moren Way, Elko, 89801**



November 20, 2020

Elko City
ATTN: Elko City Council
2100 Ruby View Dr,
Elko, NV 89801

RE: Arts & Culture Advisory Board

Greetings,

I would like to express my interest in applying for the open seat on the Arts & Culture Advisory Board. I have been employed with the Elko Convention & Visitors Authority for over 16 years as the Tourism & Marketing Manager. With my experience, expertise, and ability in the areas of Tourism & Marketing Management, I feel that it would make me a good candidate for the Arts & Culture Advisory Board. The ECVA is the main marketing engine that promotes the Elko Community and I believe Arts and Culture play an intricate part of sustaining tourism to the Elko area.

I have served on various boards and committees such as the Elko Chamber Board of Directors, Carlin Equestrian Board, and the Ruby Mountain Balloon Festival Marketing Committee to name a few. I am currently the Chairman for Cowboy Country Territory and have sat on the Territory Advisory Committee for over 14 years. I was the recipient of the Cowboy Country Territory Volunteerism Award in 2011 and the Larry J. Friedman Industry Partner of the Year Award in 2019 through the Nevada Division of Tourism.

Should you need any additional information, please give me a call at (775) 762-9764 or you can email me at tom@elkocva.com.

Thank you for your consideration and time in this regard.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Lester", is written over a horizontal line.

Tom Lester
Tourism & Marketing Manager

**Elko City Council
Agenda Action Sheet**

1. Title: **Review and possible approval of the updated City of Elko Purchasing Policy, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 8, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Staff will provide the updated City of Elko Purchasing Policy for City Council consideration JB**
6. Budget Impact Statement:

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

CITY OF ELKO PURCHASING POLICY

PURPOSE

The purpose of this policy is to provide a uniform method for the purchase of goods and services necessary to conduct City-related business under a decentralized purchasing system and in accordance with the Local Government Purchasing Act, NRS 332, et seq. This policy does not cover public works projects, terms for which are governed by NRS 338.

POLICY

It is the policy of the City of Elko to purchase goods and services necessary to conduct City business in a manner that is cost effective, efficient, and in compliance with the Local Government Purchasing Act. The City has established a decentralized purchasing system by which each department procures all supplies, equipment, and services required for the operation of that department, subject to formal solicitation limits set by this policy or otherwise regulated by Federal or State laws or regulations. The City's purchasing system may not be used by employees for personal, non-City business related purchases.

Violation of this policy will subject employees to disciplinary action, up to and including termination of employment. The City Council may hold Appointed Officials professionally responsible for unauthorized purchases made by their employees. Likewise, the City Manager may hold Department Heads professionally responsible for unauthorized purchases made by their employees.

DEFINITIONS

Authorized Employee: An employee approved by his/her department to make purchases and enter into contracts under this policy.

Contract: An agreement, verbal or written, between two or more capable parties. To constitute a contract, there must be an "offer" and an "acceptance".

Joinder Agreement: May also be referred to as "Mutual Contract". A means for making purchases through the contracts or Solicitation awards of another Nevada governmental agency, as allowed under Nevada law.

Market Conditions: The discretionary measure used to determine if the number of qualified providers available are sufficient to justify the time and expense necessary to obtain quotes.

Professional Services: Personal services requiring a high degree of professional or technical skill such that selection of the appropriate person/entity may not be adaptable to the competitive bid solicitation process.

Public Works Projects: A term which refers to new construction, repair, or reconstruction of a project financed in whole or part from public money for public buildings, roads, streets, sewers, parks, and playgrounds, as more fully defined in NRS 338.010.

Purchase: Includes expenditures for goods and services, as well as payments for leases of personal property (including motor vehicles, equipment, copiers, etc.).

Responding Offeror: a person who responds to a solicitation made by a governing body or its authorized representative.

Solicitation: A written statement which sets forth the requirements and specifications of a contract to be awarded by:

- a) An invitation to bid;
- b) A request for proposals;
- c) A request for a statement of qualifications;
- d) A request for a quotation; or
- e) Any other accepted method of purchasing that complies with the provisions of this chapter.

Sole Source: A single vendor or other source of goods or services such that the purchase of the goods or services is not adaptable to the competitive solicitation process.

RESPONSIBILITIES

1. Appointed Officials and Department Heads are responsible for ensuring that only authorized personnel are permitted to negotiate contracts or make purchases on behalf of the City.
2. The Finance Department is responsible for the administration and enforcement of this policy, ensuring that City purchases are made accordingly. The Financial Services Director or his/her designee, is responsible for analyzing and determining financing alternatives (including lease options versus outright purchase) and determining the most cost effective method of acquisition.
3. The Finance Department is responsible for maintaining the appropriate records. Because decentralized purchasing does not lend itself to coordinated purchase between departments on non-routine goods and services, the Finance Department is also responsible for reviewing purchases greater than \$100,000 to ensure they are competitively solicited.
4. The City Clerks Department is responsible for maintaining appropriate records for agreements and contracts such as lease/rental agreements, service contracts, contracts for program services, copies of bid documents, copies of legal notices, related correspondence, and similar documents. The minimum retention period for these documents is six (6) fiscal years from the termination/completion of the contract or agreement.

PROCEDURES

A. General

1. In accordance with NRS 332.800 a member of the governing body may not be interested, directly or indirectly, in any contract entered into by the governing body, but the governing body may purchase supplies, not to exceed \$1,500 in the aggregate in any 1 calendar month, from a

member of such governing body when not to do so would be of great inconvenience due to the lack of any other local source.

2. Purchases shall not be split into smaller components in an effort to avoid the competitive solicitation and/or authorization requirements set forth below.
3. Departments may not enter into separate, alternate, or unilateral agreements, contracts, or purchases without first consulting with and obtaining the approval of both the City Clerk and Financial Services Director.
4. Purchases must always be made with the best value in mind. Competitive solicitation requirements may at times be met by using vendors with which the City has established a blanket purchase order, or by the use of joinder or mutual use contracts.
5. All purchases with a total price ranging from \$5,000 to \$99,999 shall require a City of Elko Purchase Order signed by the appropriate Department Head and/or Appointed Official. Payment for any purchase requiring a purchase order shall be made only after the appropriate purchase order is on file with the Finance Department and after the receipt of the official invoice. Blank purchase order forms may be obtained from the Finance Department.
6. Contracts for professional services (i.e. engineering, legal, insurance consultation, etc.) are exempted from competitive solicitation requirements. In soliciting proposals for these types of services, a price quote cannot be asked for as part of the solicitation. These proposals shall be referred to as Requests for Qualifications. Questions regarding the firms experience and expertise in performing the specific services shall be included as part of the selection process. Once a professional service provider is selected, any negotiated fees and/or contracts are subject to the purchasing approval and authorization limits set forth below. These contracts must be forwarded to and shall be maintained by the Finance Department and City Clerk for a minimum of seven (7) years.

B. Competitive Solicitation Requirements

Upon determining that sufficient funds are available in the budget (including grant monies), departments may proceed with the purchase process, subject to the following competitive solicitation requirements:

1. 0 – \$4,999 – Purchases in this cost range may be made with a single price quote and can be approved by the appropriate Department Head and/or Appointed Official. Purchases within this category do not require a purchase order. Documentation for these purchases shall be maintained by the Finance Department for a minimum of seven (7) years.
2. \$5,000 - \$9,999 – In all instances where market conditions allow, a minimum of two (2) *verbal* price quotes must first be obtained for purchases in this cost range. Purchases within this category require a purchase order signed by the appropriate

Department Head and/or Appointed Official. Documentation for these purchases shall be maintained by the Finance Department for a minimum of seven (7) years.

3. \$10,000 - **\$99,999** - In all instances where market conditions allow, a minimum of two (2) *written* price quotes must first be obtained for purchases in this cost range. Purchases within this category require a purchase order signed by the appropriate Department Head, Appointed Official, and City Manager. Documentation for these purchases shall be maintained by the Finance Department for a minimum of seven (7) years.
4. \$100,000 and over – Purchases in this cost range require use of the formal competitive solicitation process which may, in some instances, be satisfied by joinder or mutual use contracts. The City Clerk shall work in coordination with the user department to identify where joinder responses or mutual use contracts may suffice and, in all instances where a competitive solicitation process is required, in formulating specifications and solicitation documents. Purchases within this category require prior authorization from the City Council to either solicit responses or utilize joinder or mutual use contracts. Purchases within this category do not require a purchase order, as formal response procedures and solicitation awards are used.

The formal competitive solicitation process requires the following actions:

- i. Upon solicitation approval, the City Clerk shall publish an advertisement for solicitations in a local newspaper at least once and not less than 7 days before the scheduled opening of the responses and every day for not less than 7 days before the opening of the responses on the City of Elko website. Each solicitation must include, without limitation:
 - a. The minimum requirements that a successful responding offeror must meet for the awarding of the contract pursuant to the provisions of City Policy and N.R. S.;
 - b. The method by which the contract will be awarded, including; without limitation, on the basis of price or lowest responsive and responsible bidder;
 - c. Notice of the written certification required pursuant to subsection 3 of NRS 332.065, if applicable; and
 - d. The period during which a notice of protest regarding the awarding of a contract pursuant to NRS 332.068 may be submitted, if applicable.
- ii. Solicitations shall be sent to known vendors and/or suppliers, as well as advertised on the City of Elko website
- iii. The possible award of a response shall be placed on the City Council meeting following the opening of ~~bids~~ responses. Staff shall provide a recommendation along with a bid response Pursuant to NRS 332, the governing body or its authorized representative shall award such a contract on the basis of price, taking into account the minimum requirements of a responding offeror prescribed in the solicitation pursuant to section 3 of this act and the method prescribed in that solicitation for awarding the contract. tabulation sheet for inclusion in the City Council agenda packet.

- iv. The City Clerk shall provide a solicitation award to the successful responding offeror, specifying the bid award amount and delivery information.

Competitive Solicitation Requirements

<u>Dollar Amt</u>	<u>PO Required</u>	<u>PO Signatures</u>	<u>Quotes Required</u>	<u>Competitive Solicitation</u>
0-\$4,999	No	No	No	No
\$5,000 - \$9,999	Yes	Dept Head/Appointed Official	Yes, 2 Verbal	No
\$10,000 - \$99,999	Yes	Dept Head/Appointed Official AND City Manager	Yes, 2 Written	No
\$100,000 and over	No	No	No	Yes - See City Clerk

C. Exceptions to Competitive Solicitation Process

1. Emergency Purchases: Requirements for formal ~~bids~~ responses may be waived by the City Manager, or his/her designee, if an emergency purchase exceeding \$100,000 is necessary to immediately protect the public health, welfare, or safety. A report of the circumstances and expenditures shall be submitted to the City Council at the next regularly scheduled Council meeting.
2. Contracts Not Adapted to Award by Competitive Solicitation: NRS 332.115 provides for the purchase of items or services that are not adaptive to competitive solicitation due to their nature or the fact that they may only be obtained from a sole source. Examples of this include software, professional services, books, parts compatibility, hardware and associated peripheral equipment and devices for computers. Upon the request of a Department Head and/or Appointed Official, the Financial Services Director will make the determination of what may fall within this exception category.
3. Purchase of forensic equipment and supplies used in forensic analysis or other equipment for use by the City of Elko Police Department in the course of an undercover investigation is not subject to the requirements of this chapter for a competitive solicitation, as determined by the Police Chief, or its authorized representative. The equipment and supplies are:
 - i. Used in analysis in such investigations; or
 - ii. Required to comply with specific forensic standards or quality standards.

Approved: _____ Date: _____
 Reece Keener, Mayor

Approved: _____ Date: _____
 Curtis L. Calder, City Manager

**Elko City Council
Agenda Action Sheet**

1. Title: **Consideration and possible approval of a “Contract of Purchase and Sale of Parcel with Professional Office Building,” and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 8, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **Due to the COVID-19 crisis, the City of Elko has been actively seeking to purchase a suitable building of approximately 5,000 square feet, with adequate space for employee and public parking. The City of Elko reviewed three (3) different buildings and associated property for suitability, and subsequently had each property appraised.**

Due to building occupancy limits in the two (2) City-owned modular buildings at City Hall, additional office space is needed to accommodate the Planning, Engineering, Community Development, and Building Departments.

Staff recommends entering into a “Contract of Purchase and Sale of Parcel with Professional Office Building” for property located at 1750 Manzanita Drive, for a total purchase price of \$700,000. A copy of the contract has been included in the agenda packet for review. CC
6. Budget Information:

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

CONTRACT OF PURCHASE AND SALE OF PARCEL
WITH PROFESSIONAL OFFICE BUILDING

THIS CONTRACT made and entered into in duplicate this ____ day of December 2020, (the “Effective Date”) by and between **ELKO PROPERTIES, LLC, a Nevada Limited Liability Company (“SELLER”)** and the **CITY OF ELKO, NEVADA, a municipal corporation and political subdivision of the State of Nevada (“BUYER”)**.

R E C I T A L S

WHEREAS, SELLER desires to sell, and BUYER desires to purchase, the real property located at 1750 Manzanita Drive, Elko, Nevada, Assessor’s Parcel Number 001-601-011 (the “Property”);

WHEREAS, a 5,000± square foot professional office building is located on the Property;

WHEREAS, the Property consists of a 50,965± square foot (1.170± acre) parcel located on the east side of Manzanita Drive, 154.25± feet south of Idaho Street, City of Elko, Elko County, Nevada. A legal description of the Property is attached at **Exhibit 1**;

WHEREAS, the parties intend that the BUYER shall receive title to the Property by Nevada Grant, Bargain and Sale Deed within **One Hundred Twenty (120) calendar days** of the date this Contract is approved by the Elko City Council, and cash payment in the amount of **SEVEN HUNDRED THOUSAND DOLLARS AND NO CENTS (\$700,000.00)** (except as otherwise reduced as provided herein) at the time of Closing;

WHEREAS, BUYER has inspected the Property and has determined that it is satisfactory for its intended purposes;

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

AGREEMENT

I.

SALE OF PROPERTY

The SELLER agrees to sell to the BUYER and the BUYER agrees to purchase from the SELLER, free and clear of all liens, liabilities and encumbrances, subject to the terms and

conditions set forth in this Contract, the Property, to include all buildings and improvements thereon, commonly known as 1750 Manzanita Drive, Elko, Nevada, more particularly described in the Recitals of this Contract, *supra*.

II.

PURCHASE PRICE

The BUYER shall pay to the SELLER, in full, in exchange for the purchase of the Property, subject to the terms and conditions contained herein, the sum of **SEVEN HUNDRED THOUSAND DOLLARS AND NO CENTS (\$700,000.00)** (except as otherwise reduced as provided herein) (hereinafter the "Purchase Price"), payable by the BUYER to SELLER only in lawful money of the United States of America, in the following manner:

- A. An Earnest Money Deposit of **ONE THOUSAND DOLLARS (\$1,000.00)** shall be placed into the escrow for the purchase of the Property by BUYER no later than **ten (10) business days** from the Effective Date.
- B. The amount of **SIX HUNDRED NINETY-NINE THOUSAND DOLLARS (\$699,000.00)** (except as otherwise reduced as provided herein) shall be paid to SELLER in cash at Closing.

III.

TITLE TO PROPERTY

- A. The SELLER shall retain legal title to the Property until Closing. At Closing, SELLER shall cause legal title to the Property, free and clear of liens and encumbrances, to be conveyed to BUYER, save and except for (1) such reservations, restrictions, restrictive covenants, easements, and rights-of-way as are reflected in the preliminary title report, to be given pursuant to this Contract, which are approved by the BUYER prior to Closing as being acceptable to BUYER or which are accepted by BUYER pursuant to Subparagraph III.B, below; (2) accruing taxes which are a lien but not yet due and payable (except as otherwise provided herein) at the close of sale; and (3) the terms, exceptions, exclusions and provisions of a standard owner's title policy. Until such time as SELLER has caused legal title to the Property to be conveyed to BUYER, SELLER shall not sell, convey, transfer, assign or encumber the Property in any manner, and any act of the SELLER inconsistent with this requirement shall be deemed a default by SELLER.

- B. Upon signing this Contract, BUYER may, at BUYER'S expense, obtain a preliminary title report covering the Property. After receipt of the preliminary title report, BUYER shall have **ten (10) business days** to approve or object to any exception listed in the preliminary title report (the foregoing ten-day period is hereinafter referred to as the "Title Due Diligence Period"). If at the expiration of the Title Due Diligence Period BUYER does not object to title to the Property in the manner set forth below, the title to the Property as shown in the preliminary title report shall be deemed accepted. Objection by the BUYER shall be deemed sufficiently given if sent by letter, email or facsimile to SELLER. Each objection to a title matter in the preliminary title report shall clearly identify the exception or the part of the exception to which the objection applies. The date of mailing (including emailing) or facsimile is deemed the date of giving such notice. Approval and acceptance of title by BUYER shall be conditioned upon the condition that title of the same quality and nature as that approved, shall be conveyed to and vested in BUYER at Closing.
- C. In the event BUYER timely notifies SELLER of its objection(s) to any item listed as an exception in the preliminary title report, SELLER shall have the right, but not the obligation, to cure the title objection(s). SELLER shall inform BUYER in writing not later than **ten (10) business days** after receipt of BUYER'S title objection(s) whether SELLER shall cure such objection(s), by delivering to the BUYER a Notice of Intent to Cure. The SELLER'S Notice of Intent to Cure shall be deemed sufficiently given if sent by letter, email or facsimile to BUYER. The date of mailing (including emailing) or facsimile is deemed the date of giving the Notice of Intent to Cure. Unless otherwise expressly stated in this Contract, SELLER'S failure to timely deliver a Notice of Intent to Cure shall be deemed SELLER'S election not to cure the title objection(s). BUYER'S election not to object to an exception in the preliminary title report prior to the expiration of the Title Due Diligence period shall be deemed BUYER's waiver of any objections to title to the Property.
- D. In the event SELLER does not deliver to BUYER a Notice of Intent to Cure following BUYER'S title objections given in the manner set forth above, then BUYER may terminate this Contract by giving written Notice of Termination to SELLER by mail, email or facsimile no less than **ten (10) business days** following delivery of BUYER'S title objections to SELLER, whereupon BUYER shall have no further obligation hereunder, except for all obligations of BUYER which by their express terms or nature are to survive a termination

of this Contract. If BUYER timely and properly terminates this Contract by giving written Notice of Termination to SELLER, the Earnest Money Deposit shall be returned to BUYER, and SELLER and BUYER shall equally pay the Escrow Agent's escrow cancellation fee, including charges for any title work, preparation of the preliminary title report and providing title exception documents. If BUYER does not terminate this Contract as above provided in this Section III.D, then the condition of title to the Property as stated in the preliminary title report shall be deemed satisfactory to BUYER.

IV.

POSSESSION

BUYER shall have possession of the Property upon Closing.

V.

DUTY TO MAINTAIN BUILDING/PROPERTY

Until the time the Purchase Price is paid in full, SELLER agrees to keep the Property in substantially the same condition, excepting reasonable wear and tear, and if the Property is damaged prior to payment in full of the Purchase Price, SELLER shall, within a reasonable time, repair the Property at its sole expense in order to comply with this Article V. SELLER will not make any additions to the Property with the BUYER'S prior written consent.

VI.

ACKNOWLEDGMENT

BUYER shall have the opportunity to inspect the Property prior to the close of sale. BUYER acknowledges and agrees that the same is being sold in its present condition and state of repair. BUYER further acknowledges that it is responsible for all taxes, utilities and other expenses related to maintenance of the Property after Closing.

VII.

ESCROW

The SELLER and BUYER shall open an escrow, within **five (5) business days** following the Effective Date, with Stewart Title in Elko, Nevada. Upon execution of this Contract by the parties, the SELLER and BUYER shall execute escrow instructions to be

delivered to said escrow agent to carry out the terms hereof and close this sale. SELLER and BUYER shall thereafter, respectively, execute, pay, deliver and deposit in escrow all documents and payments necessary to close this sale by the escrow agent by the date set for Closing. The escrow instructions shall contain provisions consistent with this Contract, and in the event of variation, this Contract shall control, unless the parties expressly agree in writing that such variation amends this Contract. The parties shall authorize the escrow agent to complete and date documents as necessary to close this sale in accordance with this Contract.

In the event this sale shall fail to close by reason of SELLER'S default hereunder, the SELLER shall pay the escrow agent's standard cancellation charges. In the event escrow shall fail to close by reason of BUYER'S default hereunder, BUYER shall pay the escrow agent's standard escrow cancellation charges.

VIII.

CONVEYANCING

The parties agree that the Grant, Bargain and Sale Deed (**Exhibit 2**) and this Contract shall be held in escrow by Stewart Title, located at 810 Idaho Street, Elko, Nevada 89801, subject to the escrow instructions referenced herein.

The parties understand that Stewart Title shall not deliver the Grant, Bargain and Sale Deed (**Exhibit 2**) to BUYER until BUYER has satisfied all obligations hereunder which are required prior to or at Closing.

IX.

PRORATIONS

The following items shall be prorated as of the date of Closing (unless otherwise indicated):

- A. **Property Taxes and Special Assessments.** All state, county, school district and city taxes and special assessments shall be prorated, with BUYER reimbursing the SELLER its pro rata share of any prepaid taxes and/or assessments.
- B. **Fire Insurance.** See Section XVI (Risk of Loss and Destruction of Assets), below.

- C. **Utilities.** All fees for water, sewer and electricity shall be prorated, with BUYER reimbursing SELLER for its pro rata share of any prepaid utility fees.

X.

CONDITION OF PROPERTY

- A. **BUYER'S Inspection and Investigations.** BUYER'S obligation to close the escrow created hereunder and purchase the Property is subject to satisfaction of the contingency items set forth below within **sixty (60) calendar days** from the Effective Date (hereinafter the "Inspection Due Diligence Period"):
1. **Physical Inspection.** BUYER'S inspection and approval of the physical condition of the Property. SELLER hereby grants BUYER and BUYER'S agents or representatives the right to enter the Property from time to time for the purpose of the foregoing inspection.
 2. **Studies/Reports.** BUYER'S approval of such studies and reports as it determines are necessary for its evaluation of the Property. Such studies and reports shall be obtained by BUYER at its sole cost and expense and may include, but are not limited to, architectural, engineering, economic, utility studies, soils tests, geotechnical reports, hazardous or toxic substance reports or an environmental audit, and a survey of the Property. Upon completion of the survey of the Property, BUYER agrees to deliver a copy of the survey to SELLER without charge. BUYER and third parties engaged by BUYER shall have the right to enter the Property to conduct any such study, test or survey. Notwithstanding the foregoing, in no event may BUYER or anyone acting on behalf of BUYER cause any damage or destruction to the Property, nor shall any intrusive tests, to include, without limitation, soil borings or the removal of building materials or components, occur without SELLER'S prior written consent. BUYER agrees to indemnify, defend and hold SELLER harmless from and against any liability for personal injury or property damage caused by any intentional, reckless or negligent act of BUYER or third party engaged by BUYER occurring upon the Property, and further agrees to keep the Property free of liens, and to restore the Property to its former condition to the extent reasonably practicable.
 3. **Permits/Approvals.** BUYER'S obtaining such governmental approvals as may be required for BUYER'S proposed development or redevelopment of the Property, upon conditions and in a manner satisfactory to BUYER. SELLER agrees to reasonably cooperate with

BUYER and appropriate governmental agencies in obtaining such approvals and executing all documents reasonably necessary for BUYER to secure them.

4. **Approval/Disapproval.** BUYER shall conduct its own due diligence investigation into the suitability of the Property for BUYER'S intended usage. The contingencies listed in this Section X.A. are for the BUYER'S benefit only and may be waived, in whole or in part, by BUYER in writing in BUYER'S sole and independent judgment. BUYER and SELLER agree that if not waived by BUYER, upon BUYER'S earlier written disapproval of any of the above contingency items during the Inspection Due Diligence Period or within **five (5) business days** thereafter (which written disapproval shall specify the unsatisfactory contingency item), this Contract and the escrow hereunder shall be terminated and BUYER shall have no further obligation to close the purchase of the Property; provided, BUYER shall pay the Escrow Agent's escrow cancellation fee, including charges for any title work, preparation of the preliminary title report and providing title exception documents. If BUYER does not terminate this Contract as above provided in this Subsection X.A.4, then all contingencies in this Section X.A. shall be deemed fully satisfied.

B. **SELLER'S Warranties.** SELLER represents and warrants to BUYER each of the following:

1. SELLER is authorized to enter into this Contract.
2. SELLER is not aware of underground storage tanks located on the Property in which any Hazardous Material, as defined below, has been or is being stored, nor is SELLER aware of any spill, disposal, discharge, or release of any Hazardous Material into, upon, from, or over the Property or into or upon ground or surface water on the Property. To the best of SELLER'S knowledge, there are no asbestos-containing materials incorporated into the buildings or interior improvements that are part of the Property. As used in this paragraph, "Hazardous Material" means any hazardous or toxic substance, material, or waste that is regulated by any federal authority or by any state or local governmental authority where the substance, material, or waste is located.
3. SELLER knows of no actions, suits, claims, investigations or legal or administrative or arbitration proceedings pending or threatened against or affecting the Property.

4. SELLER has filed all property tax returns which are required to be filed by it with respect to the Property and has paid all such taxes due for all periods prior to date hereof. No deficiencies have been proposed or assessed against the Property by any other taxing authority, and no waivers of statutes of limitations or other extensions of time for the assessment of any tax against the SELLER are currently in effect.
5. There are no facts or liabilities in existence on the date of this Contract and known to SELLER which might serve as the basis of any lien upon the Property.
6. SELLER is not aware that the Property is in violation of any applicable federal, state and local laws, regulations and ordinances, including, without limitation, the Elko County Code, the Nevada State Fire Marshal Law (NRS Chapter 477) and the federal Americans with Disabilities Act.
7. SELLER is aware of no defect on or in the Property other than as noted in the property inspection (if any).
8. The representations and warranties made by SELLER are substantially correct on the Closing date, except as affected by transactions contemplated herein and changes occurring in the ordinary course of business, with the same force and effect as though such representations and warranties had been made on the closing date.

C. **Conditions to SELLER'S Obligations.** The performance by SELLER of SELLER'S obligations under the terms of this Contract, is conditioned upon the satisfaction or waiver by SELLER of the BUYER not being in material breach of the Contract at the time of closing.

XI.

REAL ESTATE COMMISSIONS/REFERRAL FEES

The Parties agree that Jim Winer of Coldwell Banker represented the SELLER in this transaction. SELLER shall pay the real estate broker commission, calculated as ___ percent (___%) of the Purchase Price, payable at Closing to Coldwell Banker in connection with this purchase and sale. BUYER was not represented by a real estate broker and shall not be responsible for any broker commissions associated with this purchase and sale.

XII.

CLOSING

This sale shall close **One Hundred Twenty (120) calendar days** from the date this Contract is approved by the Elko City Council, unless prior to such date, all title and other conditions precedent to sale have been satisfied, and all documents, and payments necessary to close this sale have been deposited with the escrow agent, in which event, the escrow agent shall thereupon close this sale and escrow. The parties may extend Closing from time-to-time by mutual written agreement as necessary to complete all matters required by this Contract or to permit SELLER additional time to remove personal property from the Property; provided, in the event the parties extend the Closing date at the request of SELLER, the Purchase Price shall be reduced in the amount of ONE HUNDRED DOLLARS (\$100.00) for each calendar day the Closing is extended beyond **One Hundred Twenty (120) calendar days** from the date this Contract is approved by the Elko City Council. The place of closing shall be the offices of Stewart Title, 810 Idaho Street, Elko, Nevada, or such other location in the State of Nevada as may be mutually agreed between the parties.

XIII.

SALE COSTS

It is agreed that the costs and expenses of this sale shall be paid as follows:

A. The SELLER shall pay:

1. SELLER'S legal fees.
2. SELLER'S title insurance policy premium.
3. One-half (1/2) of real property transfer tax.
4. The escrow fee.
5. Any costs incurred to provide title as specified herein.
6. SELLER'S share of prorations pursuant to this Contract.
7. The real estate broker's fee due to BUYER'S broker.

B. The BUYER shall pay:

1. BUYER'S legal fees.
2. BUYER'S share of prorations pursuant to this Contract.
3. Recording fees for Notice of Contract (if any).

4. Sales taxes assessed on fixtures, personal property and equipment located on the Property.
5. BUYER'S ALTA title insurance policy premium.
6. One-half (1/2) of real property transfer tax.

XIV.

RIGHT OF OCCUPANCY

Upon Closing, BUYER shall have the right of occupancy and use of the Property.

XV.

DEFAULT AND REMEDIES

If BUYER defaults in performance or fails or refuses to close this sale for reasons other than those permitted by this Contract, then SELLER shall be entitled to retain the Earnest Money Deposit in the amount of **One Thousand Dollars (\$1,000.00)** as liquidated damages for the breach, which shall be SELLER'S exclusive remedy.

If SELLER defaults in performance or fails or refuses to close this sale for reasons other than those permitted by this Contract, then BUYER shall be entitled to the return of the Earnest Money Deposit in the amount of **One Thousand Dollars (\$1,000.00)** as liquidated damages for the breach, which shall be BUYER'S exclusive remedy.

XVI.

RISK OF LOSS AND DESTRUCTION OF THE ASSETS

SELLER assumes all risk of loss due to fire or other casualty up to the time of Closing and delivery of possession to BUYER. SELLER, at SELLER'S expense, will keep, or cause to be kept, the Property insured against fire and casualty with extended coverage to the extent of its insurance on the date of this Contract. In the event any such loss occurs prior to close of sale, except as otherwise provided herein, BUYER shall have the right to terminate this Contract, on written notice to the SELLER, and upon such termination there shall be no further liability on the part of the SELLER, except as otherwise provided herein. In addition to the foregoing, the parties shall have the following rights and obligations if the Property is damaged by fire or other casualty:

- A. If the damage shall require less than \$100,000.00 to repair, BUYER shall have the option either declaring such damage to be a rescission of the Contract or

take title to the said Property. If BUYER decides to take title to the Property, BUYER shall be entitled to receive the insurance proceeds arising out of such damage to the extent SELLER has not theretofore used such proceeds to repair the damage. At Closing, if SELLER has not repaired such damage, SELLER will execute whatever instruments are necessary to enable BUYER to receive the insurance proceeds arising from such damage. If the insurance proceeds, arising from such damage, are not sufficient to repair the damage, BUYER shall receive, at Closing, a credit against the Purchase Price equal to the amount by which the cost, or if repairs are incomplete, the estimated cost of repairing the damage as prepared by a qualified independent third party selected by SELLER and BUYER, exceeds the insurance proceeds. SELLER will not settle any claim for such damage with any insurer without the prior written consent of BUYER, which shall not be unreasonably withheld.

- B. If the damage shall require \$100,000.00 or more to repair or replace, BUYER shall have the option of declaring such damage to be a rescission of this Contract, or BUYER may accept the Property "as is" and, upon SELLER'S consent, thereupon be entitled to receive the insurance proceeds arising out of such damage and an abatement of the Purchase Price to the extent such damage is not covered by the insurance proceeds, such abatement to be based on the difference between the amount of the replacement insurance proceeds and the estimated cost to replace or restore the Property as prepared by a qualified independent third party selected by SELLER and BUYER.

XVII.

ADDITIONAL TERMS

- A. Except as otherwise provided herein, this Contract constitutes the entire agreement between the parties and supersedes all prior agreements, offers and negotiations relating to the subject matter described herein and may not be amended except by an agreement in writing signed by the parties.
- B. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective personal representatives, heirs, assigns and successors, subject to the restriction on assignment contained herein.
- C. This Contract and the provisions hereof shall be construed, given effect and governed by the laws of the State of Nevada, and, in the event of a breach of this Contract by any of the parties, the other party shall have all remedies at law or equity provided by the laws of the State of Nevada.

- D. The captions and headings of the sections hereof are for convenience only and shall not control or effect the meaning or construction of any of the terms or provisions of this Contract.
- E. Should either party be required to enforce or interpret the terms and conditions of this Contract through legal process, the prevailing party shall be entitled to an award of reasonable attorney fees and costs.
- F. Each party has reviewed this Contract and has consulted with its own legal counsel (or has had the opportunity to do so); accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.
- G. In the event that one or more of the provisions, or portions thereof of this Contract is determined to be illegal and unenforceable, the remainder of this Contract shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.
- H. Each party shall exercise best efforts to fulfill the terms and conditions of this Contract in an expeditious manner.
- I. A PDF or facsimile signature to this Contract shall have the same force and effect as an original.
- J. The parties understand that the law firm of Goicoechea, Di Grazia, Coyle and Stanton, Ltd. drafted this Contract on behalf of the BUYER. BUYER was represented in this transaction by _____. The parties further understand that no tax advice has been given to the parties by their respective representatives in this transaction, and that each party has been encouraged to seek independent tax advice regarding this Contract.
- K. The District Court for the Fourth Judicial District in and for the County of Elko, State of Nevada, shall have jurisdiction and venue over all disputes arising under this Contract.
- L. All provisions contained in this Contract shall be deemed remade at closing and shall survive the closing.
- M. All notices that may be required by this Contract shall be sent to the respective

parties at the addresses appearing below:

SELLER:

Elko Properties, LLC
Attn: Ken Sutherland

Elko, Nevada 89801

BUYER:

Elko City Manager
1751 College Avenue
Elko, Nevada 89801

Any such notices shall be (i) personally delivered to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery to said addresses, or (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date such notice is placed in the U.S. mail, postage prepaid. Either party may change the address to which such notice is to be delivered by furnishing written notice of such change to the other party via one of the above methods in compliance with the foregoing provisions.

- N. Neither party may assign this Contract in whole or in part without the prior written consent of the other party.
- O. The parties agree that time is of the essence.
- P. The parties hereby unconditionally waive their right to a jury trial of any claim or cause of action based upon or arising out of, directly or indirectly, this Contract, any dealings between the parties relating to the subject matter hereof, and/or the relationship that is being established between the parties. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court (including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims). This waiver is irrevocable, meaning that it may not be modified either orally or in writing, and the waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this

Contract. In the event of litigation, this Contract may be filed as a written consent to a trial by the court.

- Q. Either party shall have the right to record a Notice of Contract or any other public document evidencing the existence of the relationship (or any part thereof, to include the right of first refusal) between the parties pursuant to this Contract.
- R. BUYER and SELLER will cooperate in changing all utilities to reflect the new ownership.
- S. Notwithstanding any other provision contained herein, BUYER shall be solely responsible for the cost of inspections, permits, licenses and other expenses paid to third-parties, other than the escrow and the broker, in connection with this transaction and BUYER'S intended use of the Property.

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

SELLER:

ELKO PROPERTIES, LLC

By: _____
KEN SUTHERLAND, Member

By: _____
**ARLENE SUTHERLAND,
Member**

BUYER:

CITY OF ELKO

By: _____
REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review and consideration of Golf Professional/Management Proposals for Ruby View Golf Course, including the selection of a qualified individual and/or firm to enter into negotiations with, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 8, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **20 Minutes**
5. Background Information: **A total of four (4) proposals were received and reviewed the Selection Committee: Antares Golf, LLC, Duncan Golf Management, Kemper Sports, and Swing Hard, Inc. Copies of the Golf Management/Management Proposals have been included in the agenda packet for review.**

While the Committee was impressed with all four (4)

A total of four (4) proposals were received and reviewed the Selection Committee: Antares Golf, LLC, Duncan Golf Management, Kemper Sports, and Swing Hard, Inc. Copies of the Golf Management/Management Proposals have been included in the agenda packet for review.

While the Committee was impressed with all four (4) proposals, only Duncan Golf Management and Swing Hard, Inc. reached the finalist stage of the process. Telephone interviews were conducted with Duncan Golf Management and Swing Hard, Inc., which proved helpful in clarifying their respective proposals. The Selection Committee also entertained input from interested members of the golfing community.

Both companies understood the challenges and demonstrated the necessary qualifications and experience to be successful at Ruby View. After significant debate, the Committee voted 3-2 in favor of Duncan Golf Management.

Regardless of the City Council's final decision, it must be contingent upon successfully negotiating an agreement with the selected firm. Staff anticipates a final agreement will be presented for consideration at the January 12, 2021 City Council meeting. CC proposals, only Duncan Golf Management and Swing Hard, Inc. reached the finalist stage of the process. Telephone interviews were conducted with Duncan Golf Management and Swing Hard, Inc., which proved helpful in clarifying their respective proposals. The Selection Committee also entertained input from interested members of the golfing community.

Both companies understood the challenges and demonstrated the necessary qualifications and experience to be successful at Ruby View. After significant debate, the Committee voted 3-2 in favor of Duncan Golf Management.

Regardless of the City Council's final decision, it must be contingent upon successfully negotiating an agreement with the selected firm. Staff anticipates a final agreement will be presented for consideration at the January 12, 2021 City Council meeting. CC

6. Budget Information:

Appropriation Required: N/A
Budget amount available: N/A
Fund name: N/A

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

8. Supplemental Agenda Information:

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

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

11. Committee/Other Agency Review:

12. Council Action:

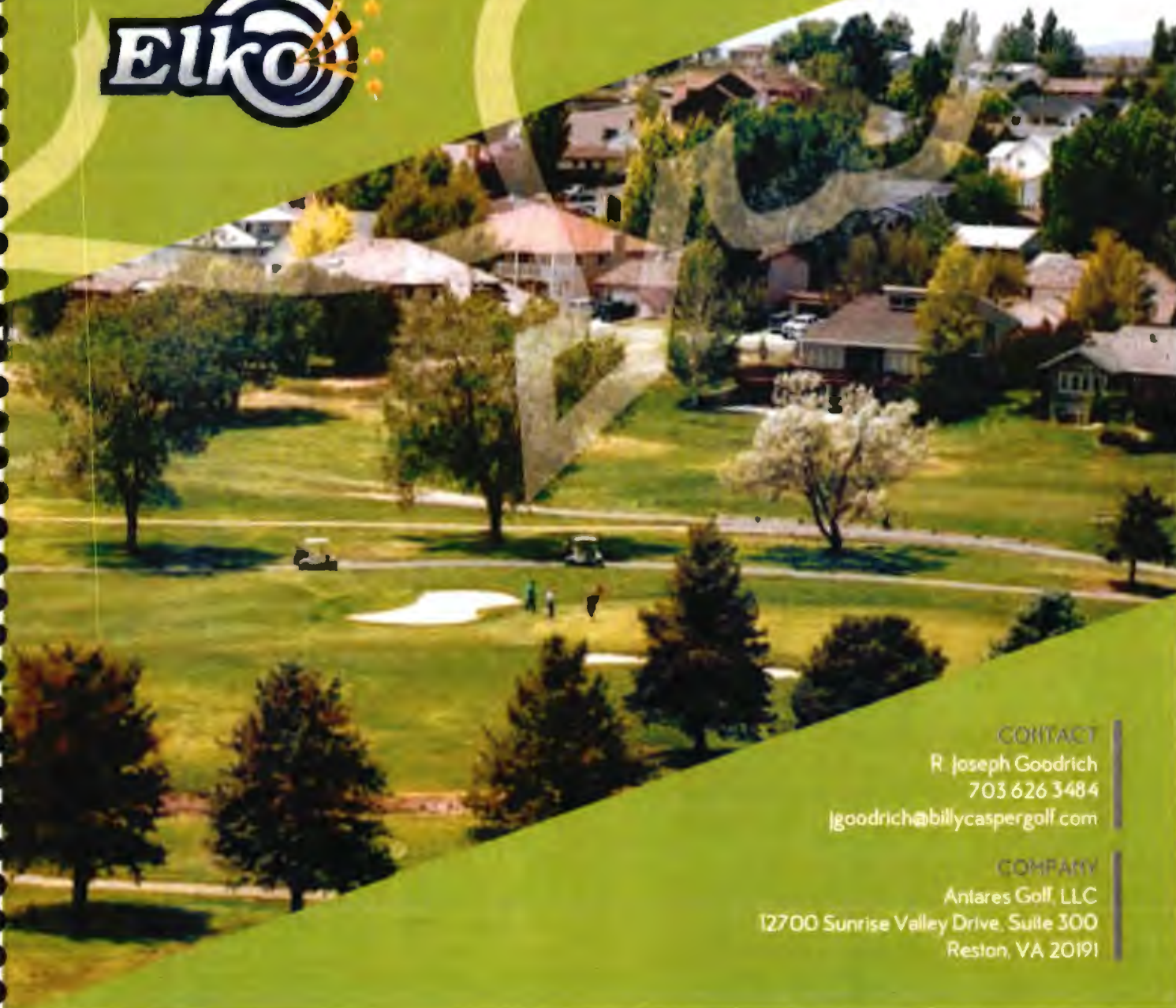
13. Council Agenda Distribution:

RUBY VIEW GOLF COURSE

REQUEST FOR PROPOSALS –
GOLF PROFESSIONAL AND/OR MANAGEMENT SERVICES

Prepared For
The City of Elko, Nevada
October 16TH, 2020

ORIGINAL



CONTACT

R. Joseph Goodrich
703 626 3484
jgoodrich@billycaspergolf.com

COMPANY

Antares Golf, LLC
12700 Sunrise Valley Drive, Suite 300
Reston, VA 20191

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EXECUTIVE SUMMARY

October 14, 2020

Elko City Clerk
1751 College Avenue
Elko, NV 89801



RE: RFP GOLF PROFESSIONAL AND/OR MANAGEMENT SERVICES

Thank you for the opportunity to submit the enclosed information in response to the above-referenced Request for Proposals. Antares Golf, LLC ("BCG"), formerly Billy Casper Golf LLC, possesses all of the necessary experience, skills, and financial resources to successfully operate Ruby View Golf Course ("Ruby View") in a manner which will increase service levels, customer engagement and maximize financial performance to the City of Elko ("City"). Our management experience, agronomic capabilities, and demonstrated success in course maintenance, combined with our current relationships servicing more than 150 existing golf course clients (80+ municipal), uniquely qualifies BCG to provide golf course maintenance services for Ruby View. BCG meets all of the required qualifications contained in the RFP.

BCG's philosophy is to "partner" with our clients by working together to meet a mutually agreed upon set of goals and objectives. BCG has provided for a management agreement structure in its response which we feel will provide the most benefit to Ruby View's customers, the City of Elko and its residents.

SITUATION

Currently, from the City's perspective, revenues are not covering expenses and the structure of the current Golf Professional Agreement does not align the goals of the City with the operator. The current golf professional concession ("CGPC") derives financial incentives from the following areas (except for golf carts) and does not disclose the business activity with the City or to proposers of the RFP:

- Food and beverage, which the City does not participate in
- Instruction, which the City does not participate in
- Range, Pull Carts, Club Rentals, Club storage, which the City does not participate in
- Twenty percent (20%) from golf cart revenue

However, there is no financial incentive for the CGPC to book rounds of golf nor increase greens fee revenue either through driving additional rounds of golf managing yield or average rate between members and non-members. There is absolutely no tracking of member rounds by player type and revenue by the CGPC, which would provide basic financial information to the City to determine the APR ("Average Revenue Per Round") between member and daily fee rounds, which is needed to make informed decisions on rates access etc. Knowing this basic information is critical to managing yield at a golf course. Can you imagine operating an airline and not understanding what you were charging for each seat?

In addition, there are 118 private carts which pay a storage fee, it appears there is a waiting list, and a trail fee which enjoy unlimited access and use with no incremental revenue to the City. There is no tracking of rounds played by these "storage carts", which also means there is no monitoring who is using these carts, i.e., friends of the owners, fellow members, or people that play with these cart owners, meaning a loss of revenue to the City. It also does not allow a basic understand of APR of cart use compared to cart yield of City owned carts, which factor into rates of play for public, members as well as storage and trail fees. The City is flying absolutely blind and the CGPC does not have the needed information nor any financial incentive to improve it.

We have compiled the revenue and rounds provided by player type for the past three years as well as the cart revenue provided. Although we only know there are 118 carts in Storage and Trail Fees, we could not calculate the APR for public or Non-Storage / Non- Trail ridership. We have not adjusted the Cart revenue for the 20% that goes to the CGPC, revenue below is the City's share.

<u>Ruby View</u>	<u>Total Public</u>	<u>Total Pass</u>	<u>Total Total</u>	
2017	7,329	13,075	20,404	
APR	36%	64%		
2018	7,239	11,936	19,175	
APR	38%	62%		
2019	6,205	9,847	16,052	
APR	39%	61%		

<u>Green Fees / Passes</u>	<u>Total Public</u>	<u>Total Pass</u>	<u>Total Total</u>	<u>Variance in APR Public and Pass</u>
2017	\$ 209,374	\$ 231,740	\$ 441,114	
APR	\$ 28.57	\$ 17.72	\$ 21.62	(10.84)
2018	\$ 206,015	\$ 240,148	\$ 446,163	
APR	\$ 28.46	\$ 20.12	\$ 23.27	(8.34)
2019	\$ 177,535	\$ 220,428	\$ 397,963	
APR	\$ 28.61	\$ 22.39	\$ 24.79	(6.23)

<u>Cart Fees / Trail / Storage</u>	<u>Total Public</u>	<u>Storage / Trail</u>	<u>Total</u>
2017	\$ 105,753	\$ 181,552	
APR		\$ 8.90	
2018	\$ 108,813	\$ 186,088	
APR		\$ 9.70	
2019	\$ 88,328	\$ 166,941	
APR		\$ 10.40	

The current website does not allow potential customers to book online tee times, show availability, or rates of play. Third party providers such as Golf Now are not able to promote the golf course to area visitors or the local public and the course staff is having to physically answer phone calls to make reservations. Typically, a golf course recognizes over 20% of its bookings through its website and third-party providers, which could be interpreted as Ruby View should be doing 20% more in revenue by adding the ability to book times online.

This course is not currently available for booking. Check out these recommended courses nearby.

Social media presence is almost nonexistent, with only 4 posts from 2020 on Facebook and only 1 review in the last 11 months. What is even worse is that two of the last 3 reviews includes the following comments which were never followed up with to show that Ruby View even cares about the feedback!

"Unfriendly golf pro, staff that looks at you like why are you here, brought family in from Cali to enjoy the course and instantly they got the bad vibe from golf pro."

I can't believe that anybody working with the public would not want to converse, maybe greet you to the course, welcome you in. It's very unfortunate that there's a really nice course but Unfriendly club pro/owner.

Does anyone else get the bad vibes from this place? Anyways, Spring Creeks Golf pro, and staff are a lot more awesome, friendly and outgoing.

Idk about the rest of you, but my money goes to the friendlier place for sure. Hope this helps!"

- Derrick G. 2 Years Ago

"Great place to hang out. Golf pro was a jerk."

- Dustin Cavanaugh. 1 Year Ago.

In today's media heavy, tech savvy environment, Ruby View is very far behind, equating the experience of commerce with a visit to the General Store.

**RUBY VIEW GOLF
COURSE**

Green Fees/Season
Passes

Golf Rules & Regulations

Golf Course Advisory
Committee Agenda

QUICK LINKS

Ruby View Golf Course

The course offers multiple teeing areas (gold, blue, white, and red) for each of the 18 holes. Ruby View Golf Course gold, blue, and white tees play as a Par 71 course and the red tees play as a par 72 course.

The blue tee USGA course rating is 68.5, a slope rating of 115 and playing 5631 yards. The red tee USGA course rating is 67.5, a slope rating of 117 and playing 5332 yards.

Call 777-7277 to schedule a tee time or to get more information about our golf course and all it has to offer.

Prior to 1968, the Ruby View Golf Course was located in the area currently occupied by Great Basin College. Interstate 80 Committee Against Domestic Violence Office/Harbor House and the vacant properties north of I-80 between College Parkway and Skyline Drive. The old clubhouse is located at the intersection of Skyline Drive and Ruby View Drive. Due to the construction of Interstate 80 and the start of Great Basin College buildings, a new 9-hole course was opened for play in 1968 at the now existing Ruby View Golf Course site. In May of 1972 an additional 9-holes opened for play. The course consists of approximately 160 original acres of land with an additional 100 acres being acquired for future expansion.

Golf Gift Certificates are now available!!!

You may obtain this certificate from the Elko City Hall, 1751 College Avenue, Elko, Nevada. For further information contact Candie Quilici at (775) 777-7120. For Golf Certificates ONLY.

Call 777-7277 to schedule a tee time or to get more information about our golf course and all it has to offer.

Golf Course Superintendent Pete Dondero 2100 Ruby View Drive	Golf Course Pro and Clubhouse Brad Martin, Golf Pro 2100 Ruby View Drive
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It is also difficult to find any social media presence for McMurtrey's Restaurant, we did not find a website, although some of the pictures of the food looked very appealing on Facebook. The latest restaurant review we could find online was over 17 months ago on Restuarantji, misspellings included and no acknowledgement from CGPC:

April 2019

"golf course was trash. the d bag in the shop was a waste of air and a sad excuse for a human. the only people that were cool were the cooks. will never waste my time or money there ever agin. ill take wells nv course all day over that dirt fairway no green trash course."

We were unable to ascertain how much revenue McMurtrey's does, if it makes money, loses money or breaks even as our calls to Brad Martin were not returned. Suffice it to say, the food and beverage operation should make money and contribute to the revenue of the facility. Currently, it is hard to understand the potential.

Our observations above are not an indictment of the CGPC, Brad Martin, in anyway, they are based on the current situation, the lack of marketing expertise, and the results due to the structure of the current Agreement.

Another area which was not part of the RFP, was that of the City provided maintenance operation and administration. We understand the maintenance operation is a separate topic, however, given the information was included in the RFP, we would feel remiss if we did not offer some comments on this structure. Typically, in municipally operated maintenance environments, the labor burden costs are more than double the costs in a privately operated structure, mainly due to the benefit costs, wage rates and retirement obligations. Many municipalities across the country have privatized the maintenance operations due to financial pressures and seen significant savings, which in turn allows for more resources to produce improved course conditions.

Current Direct Labor for the past fiscal year for maintenance operations was \$253,000, of which \$204,000 were full time salaries. We did not see a head count for full and part time, however, typically in an environment where the golf course is closed for 4 to 5 months of the year, we would see less full time staff in the winter which would allow for more part time workers "in season" when the grass is growing and the course is recognizing revenue, thereby saving money and improving course conditions.

In addition, the Labor Burden (Health Insurance, Retirement, WC) was \$108,000 or 42% of Direct Labor, mainly due to the Retirement costs of \$48,000. In most privately operated environments today, workers are able to put money into a 401K plan for retirement, rather than the municipality having to recognize the costs of future retirement on its books. The City would be able to invest in marketing, capital projects and programs which will attract more golfers and offer a much more enjoyable experience, having a positive impact on the financial performance of the facility.

The City is charging the golf course with Administration overhead of approximately \$50,000, typically includes accounting, insurance and HR support. Many municipalities which are hiring a management companies to provide turnkey operations, can provide this support much more efficiently and at a savings to the municipality.

OPPORTUNITY

The city has the opportunity through way of the RFP to align goals and re-prioritize marketing efforts. We recognize the City would have to decide to privatize maintenance outside of the scope of this RFP, so we will not include any assumptions in the balance of our response, however, we would estimate the City would be able to save between \$75,000 and \$100,000 on an annual basis if it chose to privatize.

SOLUTION

BCG feels it is in the City's best interest to hire BCG to operate the golf and food and beverage operations under a Management Contract Option ("MCO"), the City would fund all capital improvements and approve all expenses and golf course fees; BCG would hire all employees, contract with instructors, and implement a business plan and budget that is approved by the City. BCG would collect all revenue and provide monthly financials and all required accounting reports to the City. All revenues belong to the City, as well as the responsibility for all expenses. BCG would be paid a management fee for its services, which include accounting, management oversight, human resource functions (to include payroll and benefits), and all marketing efforts to include management of the website, point of sale, data analytics, customer segmentation, SEO, reputation management, social media, design and execution of all marketing programs integrated with a full CRM platform. BCG would provide access to its national account pricing and coordinate efforts with the City staff for golf course maintenance.

BCG and the City could also evaluate, if there is an interest, to have McMurtrey's leased out as a separate business enterprise, if it is to be open year-round. Currently, without any financial data, we are unable to determine if that is an option worth consideration.

We are confident in our ability to provide first-class operations and committed to crafting a win-win structure that mutually aligns the interests of BCG and the City. BCG is committed to significantly improving the overall guest experience and implementing programs designed to increase engagement.

The 2020 Budget included in the RFP for Ruby View shows an operating loss of -\$162,140, not including Depreciation or Transfers In. BCG has provided a detailed financial projection with the following

ASSUMPTIONS:

- Golf Revenue to the City will increase \$130,000 in Year 1
 - City will recognize the 20% of cart revenue currently being paid to CGPC of \$30,000.
 - Increase in Golf Revenue (Passes, Public GF and Carts, Cart Storage, Trail Fees) due to proactive marketing platform and yield management approach with passes, carts and public rounds in Year 1 from budget of \$587,000 in 2020 (with CGPC Cart portion above) of 15% or \$90,000.
 - City will recognize Range revenue, which is not known, but assumed to be accretive revenue in Year 1 of \$40,000.
- Golf Shop Net Revenue is assumed in Year 1 of \$14,000 in additional City Revenue
- Food and Beverage Operation is difficult to ascertain; however, BCG has assumed a Net contribution in Year 1 of \$35,000
- BCG has not assumed recognizing the \$9,000 of Misc. Revenue (369); \$2,500 of Interest income (361); \$45,000 of Transfers In (391) which was in the City Budget for a total of \$56,500.
- **Total Revenue to the City, net of the above, increases in Year 1 by approximately \$177,500. BCG assumed annual rounds growth of 3.5% and annual APR growth of 2%, achieving 20,655 rounds of golf in Year 5.**

- Expense Variances for the City in Year 1 vs the 2020 Budget include the following assumptions:
 - Elimination of the following Department Expenses as BCG would handle all HR, Accounting and Marketing support as part of its Management Fee for Services and as part of the Ruby View Operating Budget:

▪ Division 10 - 410, 420, 434	=	\$ 49,121
▪ <u>Division 30 - 510</u>	=	<u>\$120,000</u>
▪ Total Eliminated Expenses	=	\$169,121
 - BCG has reflected the following expenses as part of its Operating Budget

▪ Division 30 - 434, 440, 441	=	\$ 14,500
▪ <u>Division 30 - 520, 540, 580</u>	=	<u>\$ 23,300</u>
▪ Total Expenses in BCG Budget	=	\$ 37,800
 - BCG has left the following Department Expenses as City of Elko Expenses to include:

▪ Division 30 - 410, 420, 431	=	\$332,769
▪ Division 30 - 443, 444, 450	=	\$ 61,000
▪ <u>Division 30 - 600, 610, 620, 640, 680</u>	=	<u>\$136,950</u>
▪ Total Maintenance Expenses / City	=	\$530,719
 - Total expenses would increase from \$770,140 to \$934,822 for BCG Mgmt Fee, additional golf shop labor, and marketing expenses of \$30,400. Expenses assume to grow at 2% per year in the 5-year projections.

Bottom Line, under the proposed Management Agreement structure, the City would lose just a little less than it is currently, about \$6,000. This does not include privatization of the Maintenance operation would decrease the City exposure by an additional \$75,000 to \$100,000. We understand the variance here is not compelling, however, the City would have a professional golf operator in their corner to assist in maximizing the performance of Ruby View.

Our observations above are not an indictment of the CGPC, Brad Martin, in anyway, they are based on the current situation, the lack of marketing expertise, and the results due to the structure of the current Agreement. BCG has proposed a Full Management Option ("FMO") for City consideration, however, the assumptions and impact related to the golf operation, and more importantly to McMurtrey's, should be reviewed and discussed to determine if this is truly the best option for the City. If the FMO is not the best option for the City, BCG is able to offer its Services on an ala carte basis.

Our goal is to be a resource to the City and help determine the option which will provide an exceptional recreation amenity for the community and improve the financial results for the City.

COMPANY OVERVIEW

Antares Golf, LLC ("BCG" formerly Billy Casper Golf) was founded in 1989 by Peter M. Hill and Robert C. Morris. Headquartered in Northern Virginia, the firm maintains regional offices across the U.S., giving BCG a corporate presence in California, Colorado, Florida, Hawaii, Illinois, New Jersey, and Ohio.

BCG is among the nation's leading golf course management firms; the expert in club operations, agronomy, dining, marketing, and amenity programming. We provide complete, full-service facility and business management; golf course maintenance; sales and marketing; development and consulting services to owners of public and private golf courses nationwide.

BCG has evolved into the best and one of the most successful golf course operators in the country; we also happen to be one of the largest. We have achieved this growth and capabilities organically, without the assistance of external institutional ownership or financial influence. Our focus - continued pursuit of "being the best operators in the golf business" - has never wavered.

BCG has significant experience and a successful track record in the construction and operation of golf facilities, including upscale resort destinations; publicly-owned courses; multi-course portfolios; and all sizes and types of golf courses - 9, 18, 27, and 36 holes - public; daily-fee, semi-private, private, practice, and resort. Currently, BCG manages more than 150 facilities throughout the United States. Combined, these facilities host more than 4 million rounds of golf annually (approximately 11,000 per day), played by more than 650,000 guests who are treated to a fun and enjoyable golf experience by our team of approximately 7,000+ employees.



Financial success requires years of know-how, processes and programs to ensure implementation of best practices and systems that work for the business, not the other way around. Our Managers undergo some of the most comprehensive training available in the industry, anchored by a focus on outstanding guest service. It starts with our renowned ACE the GUEST Experience™ Training Program (for all employees) and is supported by nearly 50 learning paths in our certified BCG University learning programs. The result - our management teams are some of the most experienced in the business.

SELECTED ACCOLADES

BCG' focus is on offering the best golfing experience to our guests and delivering the expected financial results to our clients. Our managed courses are often honored for their outstanding conditions and layouts, primarily because of our Team's efforts. Following is a sample of BCG' major awards and accolades:

- "Management Company of the Year." - *The Cityroom Magazine*
- "One of the most progressive and well-run organizations in golf." - *Golf Business Magazine*
- "[BCG'] influence stretches from the East Coast to Hawaii." - *Golf, Inc.*
- Wounded Warrior Project Talkhouse Award for Community Service, 2015

RELEVANT EXPERIENCE

BCG'S WESTERN U.S. FACILITIES (20)

BCG manages more than **150 facilities** throughout the United States, including several multi-course portfolios, and all sizes - 9, 18, 27, and 36. Unless otherwise noted, the golf facility is 18 holes. More information about any of our courses is available upon request. BCG would be happy to provide a list of all 154 managed facilities upon request. For brevity we have only included facilities located in the Western US below. All Municipally owned facilities are in **Bold**.

Arizona (5)

- **Antelope Hills Golf Club, Prescott, AZ (public, 36)**
- **Arizona National Golf Club, Tucson, AZ (daily fee)**
- **Dave White Municipal Golf Course, Casa Grande, AZ (public, maintenance only)**
- **El Conquistador Golf Club, Oro Valley, AZ (public, 36)**
- **Quarry Pines Golf Club, Tucson, AZ, (daily fee)**

California (9)

- **Alhambra Golf Course, Alhambra, CA (public)**
- **California Country Club, City of Industry, CA (Private)**
- **Castle Oaks GC, Lone, CA (public)**
- **Eagle Crest GC, Escondido, CA (public)**
- **Lincoln Hills Golf Club, Lincoln, CA (daily-fee, 36)**
- **Montebello Golf Course, Montebello, CA (public)**
- **The Ridge Golf Course and Events Center, Auburn, CA (semi-private)**
- **Westin Mission Hills Golf Resort, Rancho Mirage, CA (resort, 36)**
- **Willowick Golf Course, Santa Ana, CA (public)**

Denver (1)

- **Broken Tee Golf Course, Englewood, CO (BCG Select)**

Hawaii (4)

- **Ka'anapali Golf Resort, Maui, HI (resort, 36)**
- **Ocean Course at Hokualea, Lihue, HI (resort)**
- **Pearl Country Club, Aiea, HI (daily-fee)**
- **Volcano Country Club, Volcano, HI (daily-fee, maintenance only)**

Washington (1)

- **Tri-Mountain Golf Course, Ridgefield (Clark County), WA (public)**



EL CONQUISTADOR GOLF CLUB

BACKGROUND

In 2014, the Town of Oro Valley purchased two 18-hole golf courses, El Conquistador and La Cañada, from HSL Properties. HSL utilized a different national golf management firm to operate the courses and the Town agreed to retain the firm for five years as part of the acquisition.

Since then, the courses required a significant financial subsidy and the Town explored repurposing all or some of the courses. In early 2020, the Town issued an RFP to identify a new operator with the vision and proven experience to right-size financial performance of the courses and generate sufficient funds to address upcoming capital needs. Part and parcel was the Town's clear expectation that the courses provide positively memorable experiences and value to residents alongside tacit understanding that the courses are largely dependent on tourists and seasonal golfers.

IMPLEMENTATION

After a thorough RFP process, BCG was selected by the Town to begin operating both courses on July 1, 2020. BCG believes achieving long-term, self-sustainability for the courses requires stronger engagement with the community. To be clear, in destination markets, "community" represents greater-than-normal, 20-minute drive times. To this end, BCG is focusing on: (1) data-driven, targeted marketing; (2) yield management (evaluating annual passholder pricing and implementing a loyalty programs); (3) improved guest experiences; (4) right-size expense model; (5) community-centric activities for families; (6) growth-of-the-game initiatives; and (7) culture shift.

RESULTS

A seamless transition throughout July impressed golfers and Town staff, especially given heightened COVID-19 safety concerns and precautions.

Financial returns for August outpaced last August by \$100,000. BCG and the Town are excited about the future of this new partnership.



TRI-MOUNTAIN GOLF COURSE

BACKGROUND

Clark County owns the 18-hole Tri-Mountain Golf Course just north of Portland, Oregon. After several years of unsuccessful concession arrangements with local providers, Clark County sought a management company with a proven track record. BCG was selected to assume operation of Tri-Mountain Golf Course.

IMPLEMENTATION

BCG focused immediately on the food-and-beverage opportunity:

- Renovating the snack bar
- Overhauling the menu with value-priced items
- Reducing COGS
- Implementing money-saving partnerships
- Right-sizing the expense model
- Introducing ACE the Guest Experience™

The BCG on-site management team also attacked course conditions. It worked closely our regional agronomy and operations managers to:

- Establish short- and long-term agronomic plans
- Design cost-effective turf and facility purchasing programs
- Develop agronomic partnerships to sustain reduced pricing
- Re-configure tees and repair fairways

Our marketing team used BCG's proprietary systems to:

- Create new events and programs for existing golfers
- Design marketing collateral to attract new golfers
- Mount targeted e-mail campaigns
- Offer player development cards and membership programs
- Develop programs for kids, women and first-time golfers

RESULTS

The initial 10-year agreement proved to be a huge success. Rounds and revenue substantially increased and BCG provided a healthy improvement to the bottom-line for the county. This result led BCG and the County to enter into another long-term agreement.

CLIENT REFERENCES

KRISTY DIAZ-TRAHAN, DIRECTOR OF PARKS & RECREATION
TOWN OF ORO VALLEY, AZ
11000 N. La Canada Drive
Oro Valley, AZ 85737
Telephone: (520) 229-5051
Client Since: 2020
Service: Full-Service Management
Course: El Conquistador Golf Club
Email: kdiaz-trahan@orovalleyaz.gov

MIKE MACIAS, DIRECTOR OF PARKS & RECREATION
CITY OF ALHAMBRA, CA
111 South First Street
Alhambra, CA 91801
Telephone: (626) 570-5007
Client Since: 2019
Service: Full-Service Management
Course: Alhambra Golf Club
Email: mmacias@cityofalhabra.org

ROBERT STEVENS, GENERAL SERVICES DIRECTOR
CLARK COUNTY, WA
P.O Box 5000,
Vancouver, WA 98666
Telephone: (360) 397-2323
Client Since: 2002
Service: Full-Service Management
Course: Tri-Mountain Golf Club
Email: robert.stevens@clark.wa.gov

REGIONAL & CORPORATE SUPPORT

This highly qualified team will serve as BCG's primary personnel to oversee the management and operation of Ruby View Corporate oversight of all operations will be provided by Vice President of Operations, Tony Cianci. The BCG team will work closely, and report as needed to the City to ensure that the facility remains in compliance with all local, state, and federal regulations, and that the anticipated needs and goals of the City are being met.

BCG's West Region is led by a team of four senior managers:

- Senior Vice President of Operations, Tony Cianci
- Regional Manager of Operations, Tony Marino
- Director of Agronomy, Dan Evers
- Marketing Manager, Tom Prince



Mr. Cianci directly supervises multiple municipal portfolios and is a 20+ year veteran of the golf course management industry. Mr. Cianci directs the firm's oversight of managed golf facilities in the Southeast and Ohio Valley regions, with overall responsibility for the performance of the facilities in those regions. He and his team of regional managers lead BCG's facilities' annual planning process, staffing plans, daily operations, and client reporting. He is a member of the PGA of America and a graduate of University of Maryland.



Mr. Marino based in Huntington Beach, CA, currently oversees BCG's California properties. Prior to his current role, he was the General Manager at Lincoln Hills, a 36-hole property BCG owns in Lincoln, CA, part of an 8,000 unit Del Web active adult community. He and his team of general managers lead each facility's day-to-day implementation of BCG best practices. Prior to BCG, he managed golf facilities in California, Florida, New Jersey and Pennsylvania. He is a graduate of the University of Pittsburgh with a degree in Business Management.



Mr. Prince based in San Clemente, CA, has more than 30 years of experience in marketing and customer service for both the golf and insurance industries. He currently oversees the development and implementation of marketing strategies at all of BCG's West region facilities. Prior to BCG, Tom worked as the Chief Marketing Officer for a smaller west coast golf course management firm. Tom also worked for the Golf Channel/Golfnow.com, serving as the Southern California Market Sales Manager. Tom graduated from Saddleback College in Mission Viejo, CA.



Mr. Evers has more than 15+ years of experience in the golfing industry. Dan has worked with BCG since 1999. His course experience ranges from Assistant Superintendent to Grow-In / Maintenance Superintendent to his current position as Regional Director of Agronomy. Mr. Evers holds a Certificate of Golf Course Management from University of Maryland Institute of Applied Agriculture.

ADDITIONAL CORPORATE SUPPORT

BCG's corporate personnel provide professional management services, including personnel management; oversight of all golf and retail operations; budgeting, accounting and financial statement preparation; development and implementation of marketing, publicity, sales, and promotional activities. Below, BCG offers a team that is truly unrivaled among all other organizations, all dedicated to the success of the Courses.



Sandra Colareta, Vice President of Contacts & Risk Management

Ms. Colareta oversees the company's Risk Management department whose mission is to protect the employees, guests, and financial and physical assets of our clients. This includes implementing safety initiatives and guidelines, preparing policies and procedures for reduction of risk and appropriate risk transfer, and ensuring compliance with laws and regulations. Ms. Colareta has a BA from George Mason University and a JD from American University.



Hans Mahler, Payroll Manager

Mr. Mahler directs payroll for all 7,500 BCG employees, coordinating the implementation and interfacing of ADP and Ultimate Software for our managed courses. Prior to his current role, Mr. Mahler directed BCG's Accounts Payable team. He is a graduate of the University of Maryland.



Shawn Harrison, CPA, Director of Accounting

Mr. Harrison oversees the accounting department at BCG, with a team of more than twenty senior and junior staff accountants. Shawn ensures all accounting activities are handled properly for all BCG-managed facilities. Mr. Harrison received his Bachelor's and Master's in Accounting from James Madison University, and is a Certified Public Accountant.



Katherine Sweeney, SHRM-CP, Director of Talent Management

Ms. Sweeney focuses on developing and implementing employee training programs, including BCG's "ACE the Guest Experience Curriculum," "Building Our Buffalo" mentorship program, and BCG's year-round Internship program. Ms. Sweeney is a hospitality graduate of George Mason University and earned her MBA with a concentration in Human Resource Management.



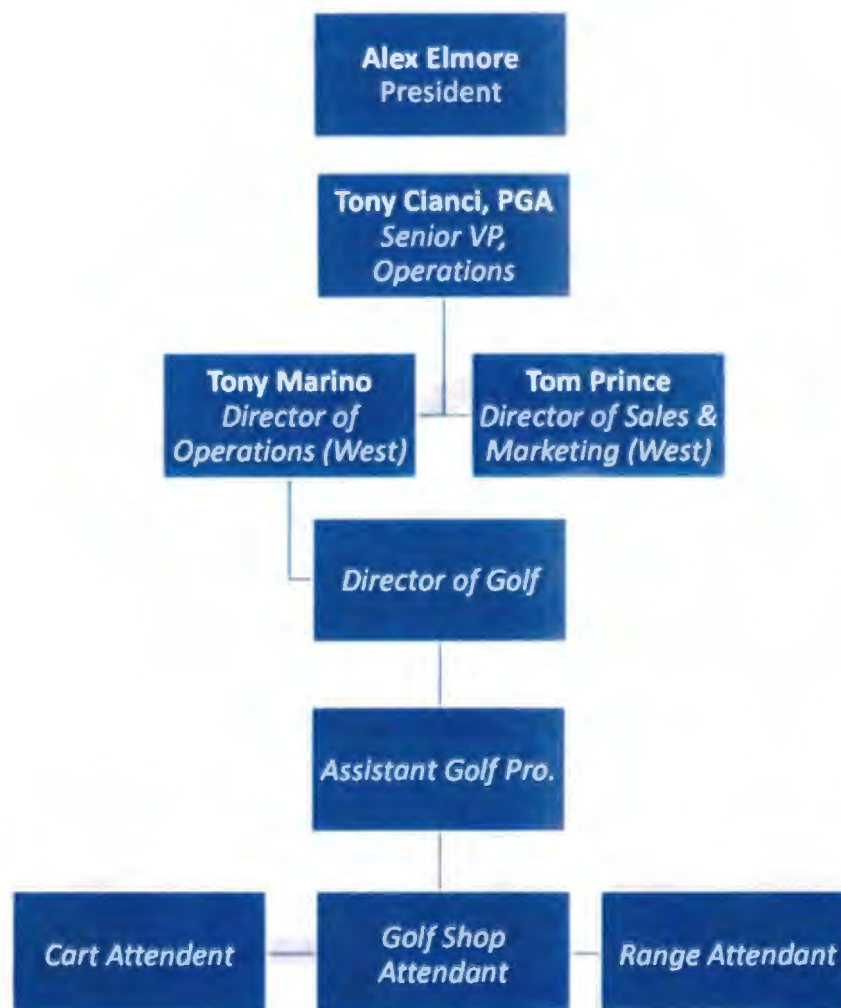
Tracy Hanford, Senior Director of Marketing

Ms. Hanford oversees campaign level execution for all 150 courses, with the help of the Marketing Associate team. In this role, Ms. Hanford is the primary liaison to BCG's innovative design, database-marketing and segmentation teams. A graduate of Rand Afrikaans University in South Africa, she holds a bachelor's degree in Marketing, Honors in Strategic Management and more than a decade of highly impactful global marketing experience.

STAFFING PLAN

BCG Proposes the following staffing plan in which all Ruby View employees would be employees of BCG, not the City. BCG's HR team will work with Regional Director of Operations, Tony Marino, and Senior VP, Tony Cianci, to source the appropriate leader for the role of Director of Golf, using our national network of General Managers, Head Golf Professionals and Assistants.

BCG operates several golf courses in the West Coast region of the US. This provides the unique ability to staff Ruby View in the event of an emergency with existing, trained personnel and other resources within our deep network. Interim back-ups range from department heads to hourly personnel who embody the Indigo Golf Partners core value of "team."



CREATING THE EXPERIENCE

Hospitality & Recreation is a People Business, which is why we spend considerable resources recruiting, training and developing great people through expert HR management programs. BCG is active with every management team and has consistently shown the ability to attract and retain top industry talent. Below are examples of our leading HR programs:

- ACE the GUEST Experience™
- ACE the EMPLOYEE Experience™
- Superintendents Business Institute (SBI)
- BCG-U
- “Building our Buffalo” mentorship program



BCG's HR team has developed a proprietary performance management system to monitor and assess job performance, creating a platform for our employees to grow professionally. Leveraging decades of experience, we issue meaningful feedback on critical success factors necessary for employees to reach their full potential.

BCG will train all employees through our innovative ACE the GUEST Experience™ Training Program ("Program"). This Program is a professionally-developed series of training, observation, and feedback lessons to teach all employees how to act out BCG's GUEST Experience Vision. Each BCG-managed course has at least one professionally-trained 'employee trainer' who leads the Program, observes employees interacting with guests, and provides feedback to improve guest service.

BCG's Service Behaviors - specific, observable behavioral guidelines that communicate the minimum requirement for every guest interaction - are introduced. Examples of both good and bad interactions are demonstrated and discussed, role playing of common interactions is done, and review of position-specific 'best practices' for interacting with guests throughout their journey at the golf course is completed. Employees practice interacting with each other using these guidelines, and then hold each other accountable, beyond the training, to exhibit them every day.

Finally, our employees are guided through the Guest's Journey - from beginning to end - helping them understand how each and every interaction influences the guest's experience. We teach our employees to empathize with each guest's personal situation, anticipate their needs, service their needs, and then introduce the guest to the next portion of their journey, creating a positive, seamless experience.

Formal training sessions are followed-up by regular review of the guest vision statement, service standards, service behaviors, and guest journey in both department and all-staff meetings. The course's management team provides employees with timely feedback on positive and negative interactions that are observed, and each course has regular **Mystery Shopping** conducted by professional, independent evaluators. Results and feedback from the evaluations are used to further train and reward employees based on the experiences of the 'mystery guest' encounters. Emphasis in the evaluation is placed on employee-guest interactions, with the course's management team incentivized to deliver the best possible experiences.

Additionally, guests are afforded several means to share comments and suggestions with BCG's management, including toll-free **Guest Comment Lines**, website-based **Feedback Forms**, and periodic **Guest Surveys**. All are designed to help BCG understand the importance of each part of the guest experience to our golfers, and how we are performing relative to our competition and our own expectations.

Comments? Suggestions?

Please call the Billy Casper Golf
Customer Comment Line at

1.866.589.7757

MARKETING OVERVIEW

OVERVIEW – “BIG LISTENING”

Amazing guest service is the soul of BCG - it's in our DNA. We strive to delight guests with each interaction, both physical and digital, gaining insights about how our guests want to receive information. Leveraging our dynamic marketing platform, we make data-driven decisions that, when paired with inspired content and design, result in the highest performing marketing initiatives in the business.

The term “Big Data” has become an excuse for firms to accumulate massive data sets. We employ a “Big Listening” approach where all data must lead to better guest service and increased revenue. Each designer, developer, engineer, marketer, analyst, writer and salesperson on our team embodies this philosophy. It's more than just creative ideas; it's a holistic strategy that's transforming the golf industry.



The strategic plan below outlines BCG's initial marketing plan for Ruby View, with particular attention paid to listening to guest experiences, sales monitoring, and maximizing revenue. A final marketing plan for Ruby View will be coordinated and implemented with our onsite and Regional team and shall include specific actions to execute the plan, programs and events scheduled in advance, and housed in a “revenue playbook” created to ensure successful launch and implementation.

PLAN COMPONENTS

BCG's Marketing Team will coordinate and work diligently and vigorously to implement the following plan components:

- Establish and manage **marketing systems**, including Internet (web site, e-mail, e-commerce), GolfNow (G1) electronic tee sheet program (24/7 reservation system, guest database, POS), branding materials (graphic design, collateral, photography), sales systems (lead tracking, database compilation, sales management), weekly revenue performance monitoring (YTD and MTD revenue trends, loyalty, outing and banquet sales metrics, APR, channel performance, online star ratings, e-mail performance and NPS) as key components of a **quality guest experience with revenue driven strategies** to restore the facility to market prominence.
- Establish and manage **quality assurance programs**, including reputation management tools, (social media, online reviews, guest experience monitoring) guest surveying, NPS (Net Promoter Scores), mystery-shopping on-site visits, call tracking, and mystery telephone sales calls.
- Establish and manage **sales programs**, including outing and special event sales management. Engage all staff as salespeople at Ruby View with BCG's proprietary custom sales methodology, including custom technology developed in partnership with Salesforce.com, the national leader in cloud-based sales technology.

- Create and execute a detailed **yield optimization, pricing, and loyalty strategy** tailored to Ruby View driven by the combination of facility data and in-market knowledge designed to gain market share from other competitors.
- Design and implement **guest retention programs** tailored to Ruby View including guest communications, annual and seasonal membership programs, loyalty incentive programs, special events and promotional offers designed to maximize revenue.
- Include Ruby View in our industry leading partnerships with major online third-party tee time providers.
- Implement **BCG Futures**, BCG's own grow the game initiative, at Ruby View consisting of programming and instruction geared to provide opportunities to Junior Golfers, the future of the industry. Examples of BCG Future's include: Get Golf Ready, Kids Play Free, Women On Course, Junior Golf Camps, PGA Jr. League, and more.
- Provide **best-in-class player specific reporting**. Simply put, nobody in the golf industry provides the wealth of player-based data and reports that BCG can present in an instant. This information shapes all facets of our marketing strategy including how and where we spend marketing dollars, and it allows us to segment our guests by play habits and target them with relevant offers that increase golf participation.



MARKETING SYSTEMS

BCG's Marketing Team, together with on-site personnel, will thoroughly review current market conditions, and develop a plan for implementation of our effective and proven marketing systems. Our team will work to successfully implement BCG's systems in order to maintain continuity of service and communication with the guests utilizing all facilities and amenities. All Marketing Systems will be designed and implemented in a manner that strengthens and enhances the overall image of each facility and within any existing guidelines established. This strategy will establish a valuable brand for Ruby View that will stand for quality and the "Enjoyable Guest Experience".

- **Websites:** Our expert team designs, develops, launches, updates and monitors each customized, high-performance website through our best-in-class website hosting and development platform, **BCG Connect**. Setup includes online tee time booking portals, lead inquiry forms for events and outings, E-Commerce store, online event reservations and payment, blog capabilities, and much more. Each is responsive across desktops, tablets and smart phones, making your business relevant to guests on the go. Onsite personnel can even get "hands on" and update their own site, write blogs and more through our Content Management System (CMS).
- **SEO:** We utilize the latest in Search Engine Optimization (SEO) technology which can be quickly edited on the fly to improve web search results and recognition. In addition, critical analytics are available directly in the platform and through Google Analytics, leading to a greater understanding and engagement of guests. Built for performance, our digital platform is not only proven, but constantly monitored and improved for maximum effectiveness.





- **Communication & E-mail:** Our multi-phased e-mail marketing strategy is an ROI machine. Initially, we gather considerable information about guests, augmenting databases with our demographic, behavioral and surveyed data. The data is then shared with our advanced analytics team that utilizes segmentation, analytics and past behavior to develop customized messaging and offers. With modern images from our design team, targeted calls-to-action and consistent A/B testing, we drive clicks and trigger traffic to websites and courses.



Finally, we will use key performance metrics to decide the right time and frequency to engage guests for high open rates, click-throughs and sales from each campaign. We continuously monitor overall traffic, revenue, open rates, click through rates, hard bounces, soft bounces and unsubscribes.

- **Mobile Application:** Partnered with Gallus Golf, our expert web development team uses industry-leading technology to develop mobile applications available in both the Apple App Store and Google Play Market. Each app's fully customizable interface is built to fit the unique needs and desires of each facility, including mobile tee time reservations, live on-course scoring and GPS technology, on-course food & beverage ordering, event registration, custom promo codes and limited time offers, geofencing, push notifications and more.
- **Event Registration:** Recognizing the need for digital event registration in today's evolving world, we have streamlined the event management system for on-course programming and events through our proprietary software, **Waddle**. Gone are the days of collecting registrations and cash at the proshop counter, Waddle allows for General Managers to easily create custom events and beautiful landing pages on their websites in minutes, providing guests the opportunity to RSVP or purchase tickets for upcoming tournaments, leagues, clinics, etc. on the go, all from their desktop or mobile device.
- **Marketing Services:** We develop and execute a custom marketing strategy for each course that defines growth targets, identifies key markets and audiences, creates special events, establishes loyalty programming and creates targeted messaging. This fosters a sales culture that grows daily-fee play, outings and memberships while creating a long-lasting and distinct brand in the marketplace. With a deep understanding of what makes each facility unique, our marketing services team utilizes course, market and competitive intelligence to aggressively promote course attributes and benchmark performance.

- **Design:** BCG's creative geniuses revel in the opportunity to be part of the next big idea. They add striking design to rich media to bring marketing campaigns and stories to life. Our team marries strategic objectives with visual assets to create eye-catching, unique collateral for each course.



- **Social Media and PPC (Digital Advertising)** - Our Marketing Team has the social media prowess necessary to create important touch points and engage with the guests from Ruby Views. Golfers expect more than blogs or link sharing, they desire an appropriate mix of images, videos, links and discussion threads tailored to the appropriate channel. People crave authenticity. No social initiative goes unmeasured and data analysis is key to providing the insight needed to improve revenue initiatives.

Boosted posts, Facebook Ads, Google Search and Display Ads are all used to move the customer closer to a purchase decision. Whether someone is first hearing about Ruby Views, or someone has golfed many times, they need to stay engaged and involved on social platforms. Google Search and Display Ads are excellent lead generation tools for weddings, outings, events, and more. Facebook, Instagram, and Twitter are used for distributing engaging content to followers and boosting these posts will allow Ruby Views to acquire new users.

QUALITY ASSURANCE PROGRAMS

BCG's Marketing Team will establish measurable, effective, and guest-focused Quality Assurance Programs that help to ensure the guest's experience at Ruby View matches the brand promise established through marketing, sales, and PR programs. The following programs will be implemented at Ruby View to receive feedback that allows BCG and on-site management to best train staff on delivering a fun and enjoyable experience.

- **Performance Monitoring:** The Course will utilize BCG's proprietary Compass Report to monitor performance on a weekly basis. Metrics measured within this report include MTD and YTD actual revenue and forecasted totals compared to budgets and PY totals, revenue trends, rounds totals by channel and type, sales trends and totals, lead generation totals, online star ratings, online response rates, e-mail sends, database growth rates, and trending NPS. This tool is vitally important to make necessary changes and direct focus where needed in a timely manner.
- **Online Reputation Management:** At BCG, we understand that we live in a digital era and that many guests make purchasing decisions via online reviews and actual guest experiences. Because of this, BCG places a large emphasis on reputation management and created tools to actively manage and respond timely to online reviews, positive or negative. Both the facility General Manager and Regional Director of Sales & Marketing receive all reviews within 24-hours of any online review posting. These tools also provide us with trend analysis and additional reporting as needed.
- **Database Purchases:** Purchase segmented database lists as needed for specific campaigns for banquets, outings, or general golf offers.



- **Guest Satisfaction / Net Promoter Score:** In addition to online reputation management monitoring, we have also implemented an NPS (Net Promoter Score) survey, similar to that of all major national service providers, consisting of five quick questions that allows us to determine the overall satisfaction of all guest experiences. Divided into Promoters, Passives or Detractors, our facilities gain invaluable guest insights and feedback that help us understand the true happiness of our guests. This allows us to address any underlying issues instantly as each survey is received directly into our CRM and by all General Managers. This data alone has proven that a Promoter will contribute 50% more revenue than a Detractor.
- **Call Tracking:** Knowing that the first touch point of the guest experience usually begins on the phone we have also created a call monitoring program, ensuring all calls, including sales and banquet inquiries, to the facility are handled appropriately by the team. This information provides valuable feedback to the management team on the experiences guests are receiving.
- **Mystery Shopping On-Site Visits:** BCG will implement a regular Mystery Shopping program with independent, unbiased guests rating their experience based on how BCG trains our employees to deliver that experience. Results will be used to improve the experience for guests and to train employees.
- **Annual Guest Satisfaction Survey:** Each year BCG conducts an annual survey for all facilities that covers the themes of: market share, playing habits, demographics, World's Largest Golf Outing, course loyalty, and overall levels of satisfaction.

GUEST ACQUISITION PROGRAMS

BCG's Marketing Team will establish measurable, effective, and guest-focused Acquisition Programs that attract **NEW** guests for Ruby View. Acquisition tactics serve the same goal - to attract **NEW** guests via focused strategies that best target the message to appropriate guest segments by product/service, geography, and guest type. These programs and efforts are tracked in each facility's revenue playbook, which includes the details and effectiveness of promotion, event, and campaign. All Acquisition Programs will be designed and implemented in a manner that benefits Ruby View.

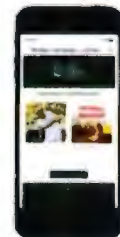
- **Advertising:** Design and implementation of a comprehensive advertising campaign that targets and attracts new guests is essential to short- and long-term success. Markets will be chosen, and advertising mediums will be used that provide the best measurable ROI while serving to further develop the strong, positive value and brand identity of Ruby View.
- **Third-party Tee Time Providers:** BCG is proud to offer participation in an exclusive industry leading agreement with our primary third-party tee time provider, GolfNow. Through the construction of this exclusive agreement alone, BCG will increase sales of golf rounds, dramatically lower commission costs, and have complete control of ALL inventories. BCG also partners many regional and national distribution channels which also include industry leading terms, commissions, and control.
- **Promotional Offers:** Establish and implement promotional offers designed to attract new guests to Ruby View or recapturing loyal guests from years past. The creation of specific promotional offers requires; knowledge of the market area, thorough understanding of the golfer segments, as well as trial-and-error with differing options. Careful attention will be paid to the impact of any promotional offer on volume, total revenue, and average revenue per round. Promotional offers tied to specific advertising or direct marketing campaigns will be measured in order to calculate the ROI of the campaign.

GUEST RETENTION PROGRAMS

BCG is unique among golf facility management firms in our use of technology to integrate golf operations and marketing. BCG's Marketing Team will establish measurable, effective, and guest-focused Retention Programs that help to ensure that guests return, increasing their visits, resulting in a more stable golf segment for growing revenues for Ruby View.

BCG utilizes an Electronic Reservation and POS System to identify and track the purchasing habits of individual guests. All golfer reservations and their contact information are recorded on an Electronic Tee Sheet (see above), with access given to guests' 24-hours a day via both Internet and Telephone. That data is transferred to BCG's proprietary, industry-leading data mining program for analysis of individual guest behavior trends, retention, and growth. The data is compared to tee sheet utilization across days and times to determine where and when marketing efforts need to be concentrated for special offers.

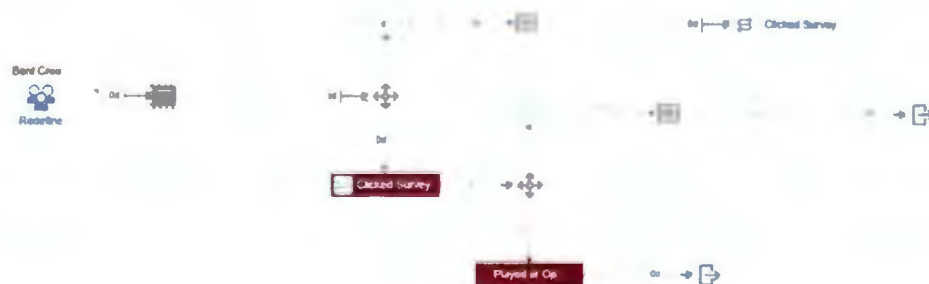
- **Communication:** Establish and implement regular communication with guests via broadcast e-mail, direct mail, and telephone. With Ruby View utilizing our proprietary Marketing Systems, BCG will personalize communications based on:
 - Guest Type (local, visitor, group leader)
 - Geographic Area (local, regional, national)
 - Reservation Behavior (initiator, player)
 - Play Behavior (volume, frequency)
 - Retention Status (new, steady, at-risk, lost)



BCG will implement our Automated Welcome Series e-mails in order to increase the retention of guests to Ruby View. Specifically,

1. All new golfers with an e-mail address will receive an **"Welcome"** e-mail message the day after playing thanking them for their business, asking for feedback via the NPS survey, encouraging them to engage with Ruby View on social media and to download the mobile app, and finally inviting them to return.
2. If the new golfer fails to complete the NPS survey or book a tee time within 72 hours of receiving the welcome email, an additional email will automatically be sent with similar messaging.
3. If the golfer completes the NPS survey but does not book a tee time within 30 days since their initial visit, an automated discount code is sent encouraging them to return to Ruby View.

Example – Automated Email Workflow:



YIELD OPTIMIZATION & PRICING

Led by experienced data scientists from telecom, aerospace and gaming industries, BCG's analytics team will develop yield optimization methodologies by utilizing facility data and BCG's proprietary competitive/market pricing analysis tools and will actively apply to each Course. The results are market-tested programs which drive substantial year-over-year growth.

In addition, these advanced metrics will help develop tiered loyalty programs ranging from basic rewards to full memberships, again, driven by data with the main goal of creating loyalty to the club while maximizing revenue. The types of programs to be developed for Ruby View will rely on this data.

Nearly 2% of all public rounds in the U.S. are played on BCG managed courses, providing the ultimate laboratory for the development and implementation of sophisticated yield practices. Combining powerful, centralized data infrastructure with local know-how gives BCG managed facilities the best opportunity to maximize revenue in any given market.



DYNAMIC PRICING

BCG is also able to maximize revenue and optimize yield by dynamically adjusting golf course rates throughout each and every day factoring current demand, weather conditions, and more. By using a proprietary algorithm along with historical pricing and revenue data, BCG is able to select the perfect rate at the perfect time. Our dynamic pricing algorithm has led to significant revenue growth and courses using the algorithm have been shown to improve year-over-year at a faster rate than courses that are not using the algorithm.

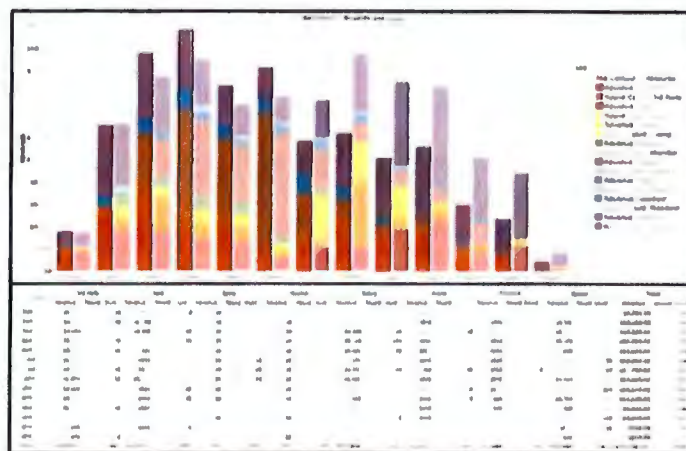
BEST IN BREED™ DATA

At BCG, we believe the difference between success and failure is often the quality of the decision making. We believe this so strongly, that we've invested enormous financial resources to improve the quality of the information we use to make those decisions. Simply put, better information translates into better decisions...Every Time. As your partner, we share this reporting with our clients to help them understand why we make decisions and the metrics we are looking at during the strategic process of constructing our programming. Our tools remove the guessing game and have turned it into a science.

BCG's proprietary analytics software, "ARRapp," creates and executes detailed yield optimization, pricing, and loyalty strategies tailored to Ruby Views and driven by the combination of facility data and in-market knowledge designed to gain market share from other competitors. Insights and analytics derived from ARRapp will be critical in repositioning Ruby Views, helping to properly price daily-fee rates against the competition. The following are a few examples of ARRapp's many capabilities:

- Input historical data from Ruby Views into ARRapp
- Reconcile competitive market intelligence with historical utilization, weather trends and forecasts, regional metrics, and event schedules
- Compare data to tee sheet utilization
- Provide pricing recommendations to onsite management
- Pro-actively adjust pricing and volume of website and third-party tee time inventories
- Pricing will reflect demand to increase participation during underutilized times

Example – ARRapp Daily Pricing Assessment:



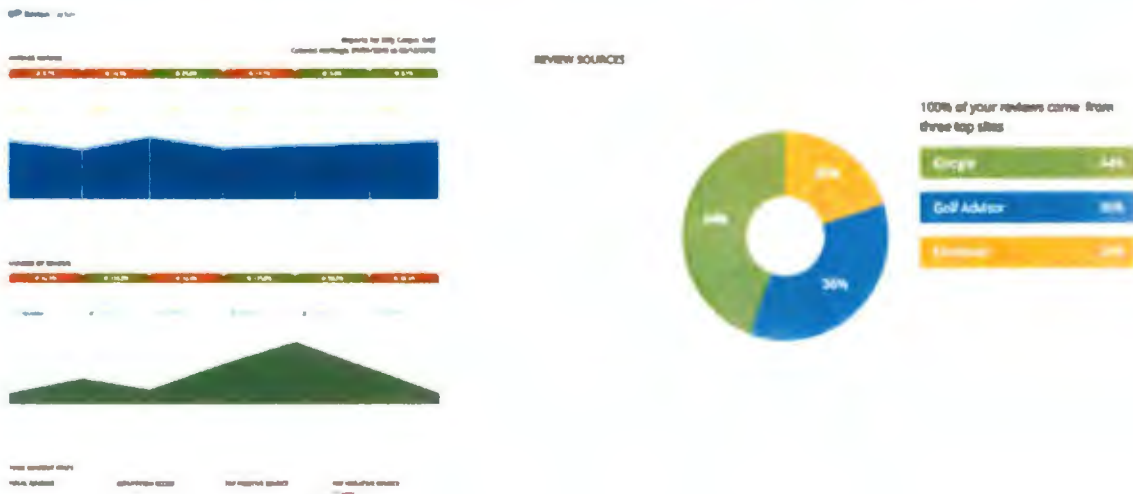
In Summary, BCG's marketing capabilities have no rival in golf - Tools & Technology built by Golf Course Owners for Golf Course Owners. In a challenged golf economy only a portion of the battle for market share and participation can be won by providing quality products and services. BCG offers Ruby View the advantages of more and better information, superior communications technology, and the marketing know-how to use these tools to grow rounds and revenue.

EXAMPLE – PROGRAMMING REVENUE PLAYBOOK

	Event	Date	Day	Fundamental	Name of Activity	Responsibility
APRIL				Loyalty	Summer Sizzle Card Sales	Golf Pro
				Loyalty	Net "GOAL" PDP Card Memberships	Golf Pro
		4/1/19	Mon	Communication	Member "News & Upcoming Events"	Admin
		4/2/19	Tue	Communication	Email Offer to Public Database for same day	Admin
		4/4/19	Thu	Communication	Email Offer to Public Database for Easter	Admin
		4/5/19	Fri	Communication	PDP Email	Admin
		4/6/19	Sat			
		4/7/19	Sun			
		4/9/19	Tue	Communication	Member "News & Upcoming Events"	Admin
		4/10/19	Wed	National Programs	Golf Fore Women - On Course Clinic and Cocktail	Golf Pro
	MAST	4/11/19	Thu	Events	Masters Par 3 Tournament	Golf Pro
	MAST	4/12/19	Fri	Events	Masters Tournament	Golf Pro
	MAST	4/13/19	Sat	Events	Masters Tournament	Golf Pro
		4/15/19	Mon	Events	Community League Kickoff	Admin
		4/16/19	Tue	Events	Community League Email	Admin
		4/17/19	Wed	Communication	Member "News & Upcoming Events"	Admin
		4/18/19	Thu	Communication	Member "News & Upcoming Events"	Admin
		4/20/19	Sat			
		4/22/19	Mon	Events	Men's Member Guest	Golf Pro
		4/23/19	Tue	Events	Men's Member Guest	Golf Pro
		4/24/19	Wed	Events	Men's Member Guest	Golf Pro
		4/25/19	Thu			
		4/26/19	Fri	Events	Ladies Night Kickoff	Golf Pro
		4/28/19	Sun	Communication	Member "News & Upcoming Events"	Admin
		4/29/19	Mon	Communication	PDP Email	Admin
		4/30/19	Tue	Events	Dog Fight Kickoff	Golf Pro

REVIEW TRACKER – GUEST FEEDBACK

BCG would constantly monitor Ruby View's on-line reputation across the major social media platforms for golf to include Facebook, Golf Advisor and Google within a software platform that instantly alerts BCG of any new reviews. BCG monitors the online reputation of all of its facilities and the information is available to our regional managers and onsite personnel real time. The software tool allows BCG to respond to the review within the social media platform it originated. BCG's policy is that any review is acknowledged within 48 hours.

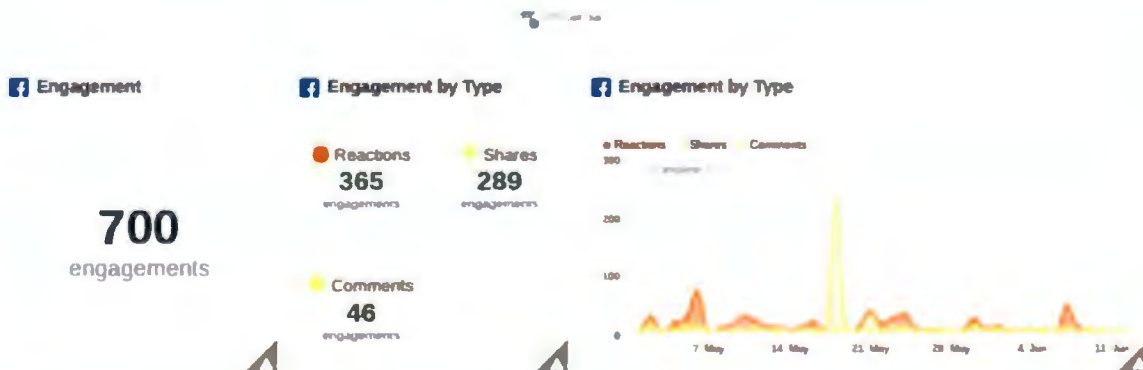


CUSTOMER ENGAGEMENT

BCG measures customer engagement for each facility from a social media perspective using a real time online software tool. Each facility is ranked on a weekly basis within its respective region in a score fashion as well as against the entire organization.

Facebook Engagement

May 01 - Jun 12, 2018



GOLF OPERATIONS

Our onsite team will **professionally manage the golf operation** at Ruby View in a manner consistent with comparable area golf courses, making it a “great value” in the local golf landscape. BCG will schedule tee times, and collect fees. In addition to selling merchandise, renting golf equipment and maintaining pace of play; BCG will offer and promote outings, leagues, and learning programs. These and other golf operation services will be performed in a professional manner from daybreak to sunset, to achieve the goals of the facility under the direction of BCG.

BCG will expertly manage the **POS and Tee Time Reservation System** to capitalize on bookings via the telephone, Internet, and golf shop; to completely capture guest data and playing activity on the tee sheet; to accurately record and track all cash and credit transaction data; to maintain an accurate perpetual inventory of merchandise; and to allow for gift card/certificate and account book management.

BCG will manage a **Pace of Play program** to maintain accurate starting times and maximize golf course utilization and enjoyment for all golfers. The Course's pace of play will be accurately measured and communicated to all golfers at the time of play. All golf shop staff, starters, marshals, mobile concession attendants, and maintenance staff will be trained on this program and work closely together on its successful implementation.

Alongside an **experienced, sales-oriented individual** employed at Ruby View, the professional golf staff will utilize BCG's established proven system of prospecting, sales closing, and sales fulfillment to acquire and retain events. BCG will create and implement online, telephone, printed, and in-person tournament sales programs; sales collateral; lead tracking programs; and sales presentations for Ruby View.

The Course benefits from BCG's well-developed and professional golf operation practices and guidelines by having each guest's experience - from reservation throughout their round of golf - exceed his/her expectations.


PLAYER DEVELOPMENT PROGRAMS

BCG will implement successful golfer development programs at Ruby View to meet the learning needs of men, women, seniors, juniors, beginners, avid players, low handicappers, and disadvantaged youth in the area. As an active participant in the Golf 20/20 initiative, BCG's philosophy in all learning programs is to provide fun, non-threatening, and inexpensive opportunities that bring and retain all golfers permanently into the game of golf, loyal golfers.

BCG is one of the Nation's leading promoters of Community Outreach Programs targeting juniors, women, as well underprivileged and special needs individuals. BCG recognizes that the core golfer groups representing the Men, Women and Senior Associations serve as ambassadors of the courses - and are among the most loyal guests - these are very important golfers.



BCG's most successful and innovative Player Development Programs will be implemented at Ruby View, including:

- **Practice Facilities** - BCG will operate the practice facilities at Ruby View with an emphasis on providing convenient and effective practice and learning opportunities for guests. Special programs and offers will be developed in order to maximize utilization of the facilities and to provide the beginner or novice golfer maximum opportunity to build confidence in learning the game.
- **First Tee** - BCG serves as the "host" course for multiple First Tee programs throughout the country including: Tulsa, OK; Philadelphia, PA; Wilmington, DE; Prince William County, VA; Chicago Park District, IL; Wheeling, WV; Cincinnati, OH; and Euclid, OH. The First Tee of Greater Cincinnati had more than 300 participants at BCG-managed courses in 2018.
- **PGA Junior League** - This program provides junior golfers with "team" golf experiences in a fun two-person scramble format that encourages mentorship, builds confidence, and promotes sportsmanship. Forty-two thousand junior golfers participated on junior league teams in 2017, and teams from BCG-managed golf courses have qualified for the National tournament the past two years. 
- **Lessons & Clinics** - In addition to specialized programs for women and junior golfers, BCG will offer individual lessons, group lessons, and clinics for all golfers of all abilities - both for a fee and for FREE throughout the year.
- **Women in Golf** - This program, also known as 'Golf Fore Women', provides women and girls a welcoming, introductory golf experience to be shared in a group environment with people much like themselves. Beginning with a seminar and concluding with a league, the multi-week program helps participants gain confidence in approaching, learning, and playing the game.
- **League Play** - BCG will actively seek and create new golf leagues for professionals, couples, and seniors. BCG will work closely with any existing Leagues' officers and members to support their programs while maintaining fair and equitable access to the tee sheet for all golfers.
- **Get Golf Ready** - BCG has partnered with Golf 20/20 and other industry leaders to commit to Get Golf Ready. It is for anyone who has ever thought about playing golf. Whether a beginner at golf or returning to the game, the Get Golf Ready Program is designed to teach, in five short lessons, everything needed to know how to step onto a golf course and get out playing with confidence. Get Golf Ready will be taught by trained Professionals who will prioritize fun each step of the way. 
- **Tournaments & Outings** - Fulfillment of golf tournaments and outings at Ruby View will emphasize the 'Guest Experience' over all else, with professional tournament services (player pairing, customized rules and administration, personalized scorecards and cart signs, player registration, contest hole signage and set-up, professional scoring, and special event management) included with all contracted group outings. 



Westin Mission Hills Resort, Rancho Mirage, CA

- **Creative In-House Events** - BCG seeks to find days on the calendar where additional events can add players and much needed revenue streams. BCG creates in-house events that are internally marketed by BCG and sold to our guests for the benefit of Ruby Views.
 - Glow Ball Night Golf Events
 - Evening Wine and Nine Events
 - Skills Challenge Events
 - Regional and/or Town Championship or Amateur Events
 - Senior/Junior Championships

WORLD'S LARGEST GOLF OUTING

The World's Largest Golf Outing™ (WLGO) was created in 2011 when Peter Hill, CEO of BCG, envisioned all of the golf courses in his portfolio hold a golf outing on the same day and have that event make a difference. WLGO was born by combining two of the company's passions - playing golf and giving back. Since its inception, WLGO has hosted over 900+ events at over 130 courses nationwide, raising \$4.5 million in support of military families and charities, such as Wounded Warrior Project, Arnie's Army, and our current beneficiary, Fisher House Foundation. All BCG courses are expected to host WLGO annually and Ruby View will be the perfect host for this impactful event.



MERCHANDISE

BCG will offer for sale high quality, competitively priced golf retail merchandise at Ruby View. In conjunction with our onsite team, BCG will develop an annual buying plan, maintain national accounts with preferred partner vendors, and establish promotion and sales guidelines for the facility.

Our Director of Golf will prepare and implement an annual Retail Buying Plan for shirts, shorts, socks, outerwear; golf balls, gloves, shoes, accessories; drivers, woods, irons, putters, and utility clubs. Appropriate quantities and selection of merchandise, including logo items, will be purchased throughout the year, and inventory levels will be accounted for monthly.

BCG will reinforce the competitive advantage that on course retailers enjoy, specifically, the advantage tied to lesson programs, teaching, the driving range and golf.



GOLF CART FLEET OPERATIONS

BCG will maintain power golf carts and keep them in good working order at all times. BCG maintains standard golf cart rental policies at its managed golf courses. Only persons aged 18 or older possessing a valid driver's license may rent a power golf cart after signing a rental agreement and liability waiver. Anyone operating a cart inappropriately or in a dangerous manner will not be allowed to operate golf carts in the future.

Equipment operators, outside services personnel, and the on-site mechanic will be trained in proper use and care of golf carts. BCG works closely with golf cart distributors to ensure technical support and training are of the highest quality. BCG utilizes an established, proven system for cart management, including the use of weekly cart maintenance logs, including but not limited to tire pressure, brakes, unnecessary tire wear, cleaning each cart after use by a golfer, and servicing each cart to the manufacturer's specifications. All carts will be stored and rotated in a manner that prolongs the life of each vehicle and provides the best possible golf cart experience to the guest.



FACILITY AUDITS

BCG employs a facility audit specialist who conducts annual audits of each BCG-managed facility. The BCG Facility Audit is comprised of 200 individual items, which are divided into 11 general categories including:

- ACE (Guest Service Training Program)
- Admin / Safety / Risk Management
- Accounting
- Operations
- Membership
- Marketing
- Human Resources
- Information Technology
- Food and Beverage
- Agronomy / Maintenance
- Clubhouse/Facilities

SAFETY & RISK MANAGEMENT

BCG's VP of Contracts & Risk Management will direct the firm's efforts to ensure all managers and employees are provided with and trained in all appropriate safety and sanitation regulations, guidelines, and rules. The firm maintains standard safety and sanitation manuals which meet OSHA standards for all positions and job responsibilities, machinery and equipment, and chemicals and fertilizers. Local and state regulations are added to the manuals as appropriate. BCG requires all employees to read and acknowledge receipt of all manuals, attend regular training sessions, and report any and all accidents or safety violations to his/her supervisor.

BCG also requires all employees to actively participate in our "Safety makes Sense" videos and training platform, acknowledge receipt of all manuals and attend regular training sessions. Each training session and learning module is geared towards specific departments and risks identified in our facility assessment. BCG also directs the securing and maintenance of all insurance, risk management, and business licensing requirements, including claims filing, renewals and the meeting of all regulatory requirements.





EMERGENCY MANAGEMENT

BCG directs each managed facility to develop an emergency management plan that can be used by all employees in case of unexpected occurrences or emergencies. As part of the emergency planning process, each facility will:

- Identify hazards and assess risk
- Assess capabilities and resources
- Develop an emergency plan and procedures
- Integrate the plan with the community plan (i.e., emergency responders)
- Conduct training of employees, drills, and exercises

From this process, each facility develops an action guide that describes the procedures to be followed in the event of an emergency. It outlines which personnel and outside agencies are to be called and what information is to be collected and conveyed and provides other basic response functions.

In addition, each facility develops an overall emergency management plan that includes the four phases of emergency planning - prevention, preparedness, response, and recovery. It describes the methods utilized to prevent emergencies, the plans implemented to prepare for emergencies, the actions to initiate in the event of an emergency, and the activities necessary to keep the organization functioning and to bring it back to full operation should damage be sustained. This work is completed as part of our firm's safety and risk management functions.

FOOD & BEVERAGE OPERATIONS

BCG will offer for sale high quality, competitively priced food and beverage menu items at Ruby View. Under the guidance of BCG's experienced Food & Beverage Directors nationwide, BCG will develop an annual buying and operating plan to provide for a healthful and efficient operation, design attractive menus, displays and promotions - for both restaurant operations and catering/banquet operations.

Food and beverage services will be delivered as appropriate for the kitchen and dining facilities at Ruby View, including food and beverage inventory management, food preparation and service, regular on-course beverage cart service, and catering/banquet operations. All appropriate licenses and permits necessary to run a food service facility in the City, County, and State are obtained and kept current, all health standards and regulations are strictly followed, and all equipment and fixtures are maintained in good working order.

BCG will develop a menu based on the success of historical offerings at the facility, offerings at similar local facilities, the kitchen's capabilities, and guest tastes. Surveying of guests is employed for regular feedback on improvement and enhancement of service levels, food and beverage quality, and menu options. BCG develops menus to allow for multiple uses of stocked food items to manage cost, which generates a reduction in waste throughout the year. A sample menu from a similar BCG-managed facility follows.

BCG will implement the attractive use of display elements, prominent and tasteful signage, appealing pricing, easy availability of impulse items, and package pricing. Promotion of food and beverage is included at the golf shop point-of-sale, on-course, and in golf and events packages.

SPECIAL EVENTS MARKETING

BCG will market and promote the event facilities at Ruby View for banquets, meetings, golf outings, functions and events. The Regional Director of Sales & Marketing (RDSM) will implement a professional marketing program with a proven system of sales management, including prospecting, sales closing, and sales fulfillment. The RDSM will work closely with the F&B Manager and the Golf Professional Staff to plan organize and deliver a very high-level guest experience.

ACQUISITION OF EVENTS

BCG will create and implement specific online, telephone, printed, and in-person sales programs; sales collateral; lead tracking programs; and sales presentations for the restaurant, and a very aggressive sales program - targeting resident clubs, groups and organizations as well as local and regional businesses, charities, associations, churches, community groups, schools, and individuals - to increase the use of each of the facilities.

ATTENTION TO DETAIL

Fulfillment of F&B events will emphasize the 'Guest Experience' over all else, with professional services (room set-up, menu planning, special event management) offered with all contracted group events. Specific attention will be paid to developing and presenting attractive packages, managing the meeting of client's expectations throughout the sales and catering process, and delivering an outstanding experience on the day of the event. Attention-to-detail is a primary focus throughout the process and experience, ensuring that post-event 'word-of-mouth' marketing by the catering client is exceptional.



BCG has developed and implemented several programs and procedures to build and maintain profitable a la carte and banquet/event businesses, trained staff in procedures unique to operating successful food and beverage operation at resort and public golf facilities and instilled the firm's 'Guest Experience Vision.' Specific components of such programs and procedures include:

- Banquet Marketing and Sales Plan
- Food & Beverage Operation Policies & Procedures Manual
- Banquets and Events Policies & Procedures Manual
- Guest Services Guidelines
- Safe Food & Beverage Handling Techniques
- Kitchen Procedures
- Cooking and Presentation Training
- Alcohol Service Training

QUALITY ASSURANCE PROGRAMS

BCG's Marketing Team will establish measurable, effective, and guest-focused Quality Assurance Programs that help to ensure the guest's experience matches the brand promise established through marketing, sales, and programs. The following programs will be implemented at Ruby View to receive feedback that allows management to best train staff to exhibit Ruby View brand promise and BCG's Guest Vision.

- **Guest Surveys and Feedback:** BCG will implement guest surveying and feedback mechanisms to maintain a constant understanding of how well we are doing at meeting guests' needs. Both a toll-free guest comment line and web e-mail forms will be established. Results will be used to improve the experience for guests and to train employees.
- **Mystery Shopping On-Site Visits:** BCG will implement a regular Mystery Shopping program with independent, unbiased guests rating their experience based on how BCG trains our employees to deliver that experience. Results will be used to improve the experience for guests and to train employees.
- **Mystery Telephone Sales Calls:** BCG will implement a regular secret shopper sales calls program to test response times and information provided of salespeople. Results will be used to improve the experience for prospective guests and to train employees.

DIRECT SALES

BCG will develop and implement an aggressive sales program for group events, both golf and non-golf. Special attention will be paid to what primary and secondary competitors are offering, and their pricing, privileges, and wait lists, if any. Group events for golf and food & beverage will take into various possibilities for facility capabilities, pricing, and package offers. Special attention will be paid to what primary and secondary competitors are offering as well. BCG will engage in aggressive outbound sales efforts to attract and retain outings, and tournaments to Ruby View.

Specific activities will include prospect cold calling and direct mailing, event planner preview events, engagements with partners to expand their use of the course, and media and direct marketing programs to promote sales.

SAMPLE MENU

MAINS	
<p>Chicken & Broccolini Gnocchi Delicate potato pasta dumplings, roasted chicken breast and broccolini tossed in a light parmesan broth.</p> <p>Pasta Primavera Penne tossed with broccolini, smoked cherry tomatoes, grilled zucchini and wild mushrooms tossed in a light wine sauce freshed with parmesan cheese and fresh basil. Add grilled chicken / Add grilled salmon Add blackened grouper tenders Add grilled shrimp</p> <p>Grouper Tacos /15.25 Battered and fried grouper served in flour tortillas with pickled vegetables, sliced avocado and spicy mango salsa</p> <p>Smoked Brisket Tacos House-smoked beef brisket served in flour tortillas with red cabbage, baby arugula, roasted corn salsa and cilantro cream</p> <p>Poke Bowl Marinated chunks of ahi tuna sashimi (raw) on a bed of steamed rice served with pickled vegetables, edamame, hard-boiled eggs, avocado, crushed peanuts and a side of house-made spicy Asian sauce</p> <p>Shrimp & Crab Alfredo /14.25 Rock shrimp, blue crab and penne pasta tossed in alfredo sauce, topped with parmesan bread crumbs and baked until golden brown and bubbly</p>	
ENTREE SALADS	
<p>Sliced Beef Our Maryland-style pit beef, chopped romaine and kale, bleu cheese crumbles, hard-boiled eggs, Roma tomatoes, pickled onions and balsamic vinaigrette</p> <p>Southwest Chopped Cobb /13.95 Shredded chicken breast, iceberg lettuce, chopped hard-boiled egg, cucumber, carrots, roasted corn salsa, sliced avocado, pico de gallo and bacon vinaigrette</p>	<p>Grilled Salmon Mixed greens, sliced strawberries, avocados and mangoes, with glazed almonds and orange champagne vinaigrette</p> 
CLASSIC OFFERINGS	
Served with choice of side	
<p>Roasted Turkey Short-Club Oven-roasted turkey breast piled high on two slices of toasted euro white bread with bacon, field greens, vine-ripe tomato slices, Swiss cheese and herb aioli</p> <p>Smoked Brisket French Dip Thin slices of slow-smoked beef brisket served on toasted ciabatta with Swiss cheese, whole grain mustard and au jus</p>	<p>Quick Combo Choose Two: Half Classic Sandwich Half Classic Salad Cup of Soup or Chili</p> <p>Chicken Salad With fresh herbs, served on toasted euro white bread with field greens</p>
SOUPS & CHILI	
Chef's Soup du Jour	RT 66 Chili Served with grated cheese, red onion and sour cream
CLASSIC SALADS	
Add grilled chicken Add grilled salmon Add blackened grouper tenders Add grilled shrimp	
<p>Caesar Hearts of romaine, kale, shaved parmesan cheese, garlic croutons tossed in house-made Caesar dressing</p>	<p>Tossed Greens Mixed greens, cherry tomatoes, cucumbers, carrots and red onions tossed in balsamic vinaigrette</p> 
SIDES	
<p>House-made Chips</p> <p>French Fries</p> <p>Apple Colestlaw</p> <p>Cucumber Dill Salad</p>	<p>Fruit Salad</p> <p>White Rice</p> <p>Caesar Salad</p> <p>Tossed Salad</p>

PROPOSED COMPENSATION STRUCTURE

BCG submits the following proposal for third-party management, under BCG. BCG will provide complete turn-key management of Ruby View including, golf operations, food and beverage operations, marketing and promotion, general and administrative functions, operating and capital budgeting, employee hiring and training, and financial management and reporting. The City will continue to operate the Maintenance Operation. All employees would be employees of BCG. BCG would be paid a fixed fee for its services.

BCG proposes the following compensation for our services. BCG looks forward to discussing our bid proposal with the City in order to develop the most advantageous partnership for both the City. We reserve the right to engage in discussions with the City with respect to this RFP Response.

Proposed Term: Five (5) years, with a renewal option, upon mutual consent.

Structure:	BCG will form a single-purpose subsidiary (e.g.: Ruby View Golf Management, LLC) for purposes of maintaining Ruby View whose sole member shall be BCG. BCG shall remain solely responsible for all obligations of the agreement and the City shall have full recourse to BCG for any liabilities caused by this entity. This entity will employ all of the staff at Ruby View. This entity will be operated on a discrete basis and shall not commingle any assets or liabilities with any other BCG-managed property. Club-level financial statements will be prepared in the name of this single-purpose entity and BCG will coordinate accounting interface with the City.
Club Operation:	BCG shall operate Ruby View pursuant to an annual budget, marketing and agronomic plan agreed to and approved by the City as outlined in this RFP. All rates, fees, and expenses shall be defined in advance as part of the budget process. BCG shall not deviate from this plan without the City's consent. All expenses of operating Ruby View shall be the responsibility of the City. All employees at Ruby View shall be BCG employees and will work exclusively for the benefit of Ruby View. All employee costs shall be part of the operating expense of Ruby View. BCG will retain exclusive right to hire and terminate employees. The City may participate in final interviews with key management personnel, if desired.
Procurement	BCG will purchase all materials and supplies for Ruby View via its existing national account purchase programs including food, retail merchandise, and make its discounts available to the City.
Financial Reporting	Financial statements will be prepared by BCG's in-house CPA's. BCG will furnish the City with balance sheets, income statements, cash flow statements, and bank reconciliations on a monthly basis. BCG can also supply the City with additional reports during the month as may be requested.
BCG Oversight	BCG's operation of Ruby View will be directed and overseen by our Regional Director of Operations, Tony Marino, Regional Director of Marketing, Tom Prince as well as additional support from the BCG corporate office in Reston, VA. BCG's Regional Director of Agronomy is available for a semiannual agronomic consultation as part of this Proposal.

Management Fees: For management and oversight of Ruby View, BCG would earn a base monthly fee of Six Thousand Five Hundred Dollars (\$6,500). The management fees are net to BCG and include accounting services.

Incentive Fees: BCG may earn an annual incentive fee based upon achievement of performance metrics as agreed upon between the parties. For discussion purposes, BCG would suggest earning Fifteen Percent (15%) of EBITDA for Ruby View in excess of One Dollar (\$1.00).

Travel Allowance: BCG would be reimbursed for usual and customary travel expenses incurred in connection with oversight of Ruby View Golf Course. The annual travel allowance would be capped at an amount not to exceed Six Thousand Dollars (\$6,000).

Please see attached 5-year Pro Forma for the operation of Ruby View Golf Course.

ATTACHMENTS

- 5 Year Pro Forma Operating Budget
- Addendum Number One
- Addendum Number Two



ANNUAL SUMMARY ANALYSIS

Ruby View Golf Club

CLUB SUMMARY



Golf	\$ 30.67	\$ 33.03	\$ 35.31	\$ 34.53	\$ 37.65
Range	\$ -	\$ -	\$ -	\$ -	\$ 2.22
Retail	\$ -	\$ -	\$ -	\$ -	\$ 0.78
F&B	\$ -	\$ -	\$ -	\$ -	\$ 1.94
Other	\$ -	\$ -	\$ -	\$ 1.24	\$ 0.66
TOTAL	\$ 30.67	\$ 33.03	\$ 35.31	\$ 35.76	\$ 43.25

YEAR

REVENUES

Greens Fees	\$ 209,193	\$ 206,014	\$ 177,534	\$ 185,500	\$ 244,800	\$ 280,969	\$ 278,206	\$ 298,582	\$ 318,171	\$ 1,396,727
Cart Fees	\$ 105,753	\$ 108,813	\$ 88,328	\$ 100,000	\$ 129,600	\$ 138,180	\$ 147,286	\$ 157,014	\$ 167,385	\$ 739,444
Driving Range	\$ -	\$ -	\$ -	\$ -	\$ 39,996	\$ 42,838	\$ 45,454	\$ 48,456	\$ 51,857	\$ 228,201
Activity or Pass Card Sales	\$ 231,739	\$ 240,147	\$ 220,428	\$ 243,000	\$ 223,825	\$ 223,825	\$ 223,825	\$ 223,825	\$ 223,825	\$ 1,118,126
Pro Shop Sales	\$ -	\$ -	\$ -	\$ -	\$ 14,000	\$ 14,925	\$ 15,911	\$ 16,961	\$ 18,082	\$ 79,878
Food & Beverage Net Income	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ 36,050	\$ 37,132	\$ 38,245	\$ 39,393	\$ 185,820
Other Golf Revenues (club rental, handicap, locker, bag storage)	\$ -	\$ -	\$ -	\$ 12,000	\$ 11,900	\$ 11,900	\$ 11,900	\$ 11,900	\$ 11,900	\$ 59,500
Cart Storage and Trail Fees	\$ 79,187	\$ 78,366	\$ 80,521	\$ 78,500	\$ 79,650	\$ 79,650	\$ 79,650	\$ 79,650	\$ 79,650	\$ 398,250
Miscellaneous Income	\$ -	\$ -	\$ -	\$ 9,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE	\$ 626,872	\$ 633,340	\$ 666,811	\$ 608,000	\$ 778,571	\$ 807,917	\$ 839,163	\$ 872,433	\$ 907,862	\$ 4,206,945

LABOR

Golf Operations Labor	\$ -	\$ -	\$ -	\$ 120,500	\$ 167,248	\$ 170,593	\$ 174,004	\$ 177,484	\$ 181,034	\$ 870,363
General and Administrative Labor	\$ -	\$ -	\$ -	\$ 33,008	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Direct Labor	\$ -	\$ -	\$ -	\$ 183,508	\$ 167,248	\$ 170,593	\$ 174,004	\$ 177,484	\$ 181,034	\$ 870,363
Total Payroll Taxes	\$ -	\$ -	\$ -	\$ -	\$ 6,017	\$ 5,118	\$ 5,220	\$ 5,325	\$ 5,431	\$ 26,111
Total Medical/Health Benefits	\$ -	\$ -	\$ -	\$ 16,115	\$ 10,008	\$ 10,208	\$ 10,412	\$ 10,621	\$ 10,833	\$ 82,082
Insurance - Workers Comp	\$ -	\$ -	\$ -	\$ -	\$ 7,526	\$ 7,977	\$ 7,830	\$ 7,987	\$ 8,147	\$ 39,166
TOTAL LABOR	\$ -	\$ -	\$ -	\$ 169,621	\$ 189,799	\$ 193,595	\$ 197,467	\$ 201,416	\$ 205,446	\$ 987,722
Labor as % of Revenue	0%	0%	0%	28%	24%	24%	24%	23%	23%	118%

OTHER OPERATIONAL EXPENSES

Golf Operations Expense	\$ -	\$ -	\$ -	\$ -	\$ 14,260	\$ 14,535	\$ 14,826	\$ 15,122	\$ 15,425	\$ 74,168
General & Administrative Expense	\$ -	\$ -	\$ -	\$ 48,000	\$ 161,804	\$ 154,840	\$ 157,937	\$ 161,098	\$ 164,318	\$ 789,996
Golf Course Maintenance Expense	\$ -	\$ -	\$ -	\$ 530,719	\$ 530,719	\$ 541,333	\$ 552,160	\$ 563,203	\$ 574,467	\$ 2,761,883
Sales and Marketing Expense	\$ -	\$ -	\$ -	\$ 4,000	\$ 30,460	\$ 31,059	\$ 31,680	\$ 32,314	\$ 32,960	\$ 166,463
Insurance - P and C	\$ -	\$ -	\$ -	\$ 17,800	\$ 17,800	\$ 18,156	\$ 18,519	\$ 18,890	\$ 19,267	\$ 92,632
TOTAL OTHER OPERATIONAL EXPENSES	\$ -	\$ -	\$ -	\$ 600,519	\$ 746,023	\$ 769,924	\$ 775,122	\$ 790,626	\$ 806,437	\$ 3,877,131
TOTAL EXPENSES	\$ -	\$ -	\$ -	\$ 770,140	\$ 934,822	\$ 953,519	\$ 972,689	\$ 992,041	\$ 1,011,882	\$ 4,864,863
EBITDAR				\$ (162,140)	\$ (166,261)	\$ (146,802)	\$ (133,427)	\$ (119,608)	\$ (104,020)	\$ (668,908)
CUMULATIVE EBITDAR				\$ -	\$ (166,261)	\$ (301,864)	\$ (436,280)	\$ (564,888)	\$ (668,908)	

Approved by Owner/Agent:



Ruby View Golf Club
Elko, NV

CLUB SUMMARY



	0	0	900	1,800	2,700	3,600	4,500	2,700	900	900	0	0	18,000
	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	TOTAL
REVENUES													
Greens Fees	\$ -	\$ -	\$ 12,240	\$ 24,480	\$ 36,720	\$ 48,960	\$ 61,200	\$ 36,720	\$ 12,240	\$ 12,240	\$ -	\$ -	\$ 244,800
Cart Fees	\$ -	\$ -	\$ 6,480	\$ 12,960	\$ 19,440	\$ 25,920	\$ 32,400	\$ 19,440	\$ 6,480	\$ 6,480	\$ -	\$ -	\$ 129,600
Driving Range	\$ -	\$ -	\$ 2,000	\$ 4,000	\$ 5,999	\$ 7,999	\$ 9,999	\$ 5,999	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ 39,996
Golf Cards/Passes	\$ -	\$ -	\$ 223,625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 223,625
Pro Shop Sales	\$ -	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ 14,000
Food & Beverage Net Income	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ 36,000
Other Golf Revenues (club rental, handicap, locker, bag storage & GPS Fees)	\$ -	\$ -	\$ 11,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,900
Clinic / School Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cart Storage and Trail Fees	\$ 6,638	\$ 6,638	\$ 6,638	\$ 6,638	\$ 6,638	\$ 6,638	\$ 6,638	\$ 6,638	\$ 6,638	\$ 6,638	\$ 6,638	\$ 6,638	\$ 78,660
Miscellaneous Income - (Does not feed to split Summary pages)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE	\$ 6,638	\$ 6,638	\$ 262,882	\$ 55,077	\$ 75,797	\$ 96,517	\$ 117,237	\$ 75,797	\$ 34,357	\$ 34,357	\$ 6,638	\$ 6,638	\$ 778,571
LABOR													
Golf Operations Labor	\$ 5,521	\$ 4,986	\$ 11,180	\$ 18,320	\$ 18,620	\$ 18,020	\$ 18,620	\$ 18,620	\$ 18,020	\$ 14,900	\$ 8,420	\$ 12,021	\$ 167,248
Sales and Marketing Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Direct Labor	\$ 5,521	\$ 4,986	\$ 11,180	\$ 18,320	\$ 18,620	\$ 18,020	\$ 18,620	\$ 18,620	\$ 18,020	\$ 14,900	\$ 8,420	\$ 12,021	\$ 167,248
Total Payroll Taxes	\$ 166	\$ 150	\$ 335	\$ 550	\$ 559	\$ 541	\$ 559	\$ 559	\$ 541	\$ 447	\$ 253	\$ 361	\$ 5,017
Total Medical/Health Benefits	\$ 834	\$ 834	\$ 834	\$ 834	\$ 834	\$ 834	\$ 834	\$ 834	\$ 834	\$ 834	\$ 834	\$ 834	\$ 10,008
Insurance - Workers Comp	\$ 627	\$ 627	\$ 627	\$ 627	\$ 627	\$ 627	\$ 627	\$ 627	\$ 627	\$ 627	\$ 627	\$ 627	\$ 7,526
Total Labor Burden	\$ 1,627	\$ 1,611	\$ 1,797	\$ 2,011	\$ 2,020	\$ 2,002	\$ 2,020	\$ 2,020	\$ 2,002	\$ 1,908	\$ 1,714	\$ 1,822	\$ 22,552
TOTAL LABOR EXPENSE	\$ 7,147	\$ 6,597	\$ 12,977	\$ 20,330	\$ 20,640	\$ 20,021	\$ 20,640	\$ 20,640	\$ 20,021	\$ 16,808	\$ 10,133	\$ 13,842	\$ 189,799
OTHER OPERATIONAL EXPENSES													
Golf Operations Expense	\$ 14,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,250
General & Administrative Expense	\$ 17,861	\$ 10,361	\$ 17,017	\$ 11,822	\$ 12,340	\$ 12,858	\$ 13,376	\$ 12,340	\$ 11,304	\$ 11,304	\$ 10,611	\$ 10,611	\$ 151,804
CITY OF ELKO MAINTENANCE EXPENSES	\$ 44,227	\$ 44,227	\$ 44,227	\$ 44,227	\$ 44,227	\$ 44,227	\$ 44,227	\$ 44,227	\$ 44,227	\$ 44,227	\$ 44,227	\$ 44,227	\$ 530,719
Food and Beverage Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenities Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales and Marketing Expense	\$ 5,775	\$ 1,625	\$ 1,625	\$ 3,775	\$ 1,925	\$ 1,925	\$ 3,425	\$ 1,925	\$ 1,925	\$ 3,275	\$ 1,625	\$ 1,625	\$ 30,460
Insurance - P and C 12 Months equal	\$ 1,483	\$ 1,483	\$ 1,483	\$ 1,483	\$ 1,483	\$ 1,483	\$ 1,483	\$ 1,483	\$ 1,483	\$ 1,483	\$ 1,483	\$ 1,483	\$ 17,800
TOTAL OTHER OPERATIONAL EXPENSES	\$ 83,686	\$ 57,896	\$ 64,362	\$ 61,307	\$ 59,975	\$ 60,493	\$ 62,611	\$ 60,976	\$ 58,939	\$ 60,289	\$ 67,946	\$ 67,946	\$ 746,023
TOTAL EXPENSES	\$ 90,743	\$ 64,283	\$ 77,329	\$ 81,637	\$ 80,615	\$ 80,514	\$ 83,151	\$ 80,615	\$ 78,960	\$ 77,097	\$ 68,079	\$ 71,788	\$ 934,822
EBITDAR / OPERATING INCOME	\$ (84,106)	\$ (57,655)	\$ 185,553	\$ (26,560)	\$ (4,818)	\$ 16,002	\$ 34,086	\$ (4,818)	\$ (44,603)	\$ (42,740)	\$ (61,442)	\$ (65,151)	\$ (166,251)
CUMULATIVE EBITDAR	\$ (84,106)	\$ (141,761)	\$ 43,792	\$ 17,232	\$ 12,414	\$ 28,417	\$ 62,602	\$ 57,684	\$ 13,081	\$ (29,659)	\$ (91,101)	\$ (156,261)	
OPERATING MARGIN	-1267%	-869%	71%	-48%	-6%	17%	28%	-6%	-130%	-124%	-926%	-882%	-20%



Ruby View Golf Club
2021

GOLF OPERATIONS EXPENSE



GOLF OPERATIONS

Salary Labor

- Director of Golf
- Manager - Retail
- Manager - Purchasing
- Head Professional
- First Assistant Professional
- Assistant Professional

Months	Ann. Salary	Salary
12	\$ 65,000	
12	\$ -	
12	\$ -	
12	\$ -	
12	\$ -	
12	\$ 18.00	Hourly

	31	30	31	30	31	30	31	31	30	31	30	31	30	31	30
	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21			
Director of Golf	\$ 5,521	\$ 4,986	\$ 5,521	\$ 5,342	\$ 5,521	\$ 5,342	\$ 5,521	\$ 5,521	\$ 5,342	\$ 5,521	\$ 5,342	\$ 5,521	\$ 5,521	\$ 65,000	
Manager - Retail	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Manager - Purchasing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Head Professional	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
First Assistant Professional	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Assistant Professional	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Hourly Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
- Golf Shop Attendant	\$ -	\$ -	\$ 2,480	\$ 4,500	\$ 4,850	\$ 4,500	\$ 4,850	\$ 4,850	\$ 4,500	\$ 3,100	\$ -	\$ -	\$ -	\$ 33,030	
Hours per day			8.0	10.0	15.0	15.0	15.0	15.0	15.0	10.0	0.0	0.0			
- Cart Attendant	\$ -	\$ -	\$ -	\$ 3,600	\$ 3,720	\$ 3,600	\$ 3,720	\$ 3,720	\$ 3,600	\$ 2,480	\$ -	\$ -	\$ -	\$ 24,440	
Hours per day				8.0	12.0	12.0	12.0	12.0	12.0	8.0	0.0	0.0			
- Range Attendant	\$ -	\$ -	\$ -	\$ 1,800	\$ 1,550	\$ 1,500	\$ 1,550	\$ 1,550	\$ 1,500	\$ 820	\$ -	\$ -	\$ -	\$ 10,070	
Hours per day				8.0	5.0	5.0	5.0	5.0	5.0	2.0	0.0	0.0			
- Bonus Pool	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,500	\$ 8,500	
Total Direct Labor Expense	\$ 5,521	\$ 4,986	\$ 11,180	\$ 18,320	\$ 18,620	\$ 18,020	\$ 18,620	\$ 18,620	\$ 18,020	\$ 14,800	\$ 8,420	\$ 12,021	\$ 167,248		
- Payroll Taxes	\$ 166	\$ 150	\$ 335	\$ 550	\$ 558	\$ 541	\$ 558	\$ 558	\$ 541	\$ 447	\$ 253	\$ 361	\$ 8,017		
TOTAL GOLF LABOR	\$ 5,686	\$ 5,136	\$ 11,515	\$ 18,869	\$ 19,179	\$ 18,560	\$ 19,179	\$ 19,179	\$ 18,560	\$ 15,347	\$ 8,672	\$ 12,381	\$ 175,265		

GOLF OPERATIONS EXPENSE

Golf Operations Other Expenses

- Supplies - Office
- Supplies - Scorecards & Pencils
- Cart Repairs
- Linen/Laundry-Golf
- Education
- Uniforms
- Gas / Diesel - (USE FOR GAS GOLF CARTS ONLY)
- Driving Range Supplies (Balls, Mats, Dividers, etc)
- Handicap
- Push Carts

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	TOTAL
Supplies - Office	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750
Supplies - Scorecards & Pencils	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800
Cart Repairs	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500
Linen/Laundry-Golf	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750
Education	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200
Uniforms	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750
Gas / Diesel - (USE FOR GAS GOLF CARTS ONLY)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Driving Range Supplies (Balls, Mats, Dividers, etc)	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Handicap	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
Push Carts	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
TOTAL GOLF OPERATION EXPENSES	\$ 14,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,250
TOTAL GOLF LABOR AND OTHER EXPENSES	\$19,936	\$5,136	\$11,515	\$18,869	\$19,179	\$18,560	\$19,179	\$19,179	\$18,560	\$15,347	\$8,672	\$12,381	\$189,515



Ruby View Golf Club
2021



GENERAL AND ADMINISTRATIVE EXPENSES

General and Administrative Other Expenses

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	TOTAL
- Utilities - Electric	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 4,800
- Utilities - Gas / Propane	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 4,800
- Utilities - Water / Sewer	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 4,800
- Phone - Cell	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 4,800
- Phone - Telco Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Supplies - Cleaning	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000
- Supplies - Office	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500
- Licenses - Fees & Permits	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500
- Bank Fees	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 2,400
- Credit Card Fees	\$ 166	\$ 166	\$ 6,572	\$ 1,377	\$ 1,895	\$ 2,413	\$ 2,931	\$ 1,895	\$ 859	\$ 859	\$ 166	\$ 166	\$ 19,484
- Use Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Legal / Accounting / Professional Fees	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
- Liquor License	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500
- BCG Management Fee	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 78,000
- Payroll Processing	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 3,000
- Garbage Removal	\$ -	\$ -	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 2,500
- Pest Control	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 600
- Security	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 600
- Computer Supplies / Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Internet Access / VPN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- TV / Cable or Dish	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 1,600
- POS System Hardware	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 9,000
- Management Travel - Corp Staff	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 6,000
- Copier / Fax Lease	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 1,800
- Postage	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 240
TOTAL OTHER GENERAL AND ADMINISTRATIVE EXPENSES	\$ 17,851	\$ 10,361	\$ 17,017	\$ 11,822	\$ 12,340	\$ 12,858	\$ 13,376	\$ 12,340	\$ 11,304	\$ 11,304	\$ 10,611	\$ 10,611	\$ 151,804



Ruby View Golf Club
2021
SALES AND MARKETING EXPENSE



SALES AND MARKETING

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Total
- Advertising - Electronic	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 900
- Web Site	\$ 4,000	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ 8,500
- Graphic Design	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 3,600
- Collateral Materials	\$ 300	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 1,950
- Newsletter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Photography	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600
- Chamber / Organizational Dues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Special Promotions / Events	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Membership Programs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Sales Management	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 600
- Reservation / POS System	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 9,000
- Reservation Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- CX Evaluations - Mystery Shops	\$ -	\$ -	\$ -	\$ 150	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 150	\$ -	\$ -	\$ 1,800
- IT Support	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 3,600
Total Sales and Marketing Other Expenses	\$ 5,775	\$ 1,625	\$ 1,625	\$ 3,775	\$ 1,925	\$ 1,925	\$ 3,425	\$ 1,925	\$ 1,925	\$ 3,275	\$ 1,625	\$ 1,625	\$ 30,460
TOTAL SALES AND MARKETING LABOR AND OTHER EXPENSES	\$ 5,775	\$ 1,625	\$ 1,625	\$ 3,775	\$ 1,925	\$ 1,925	\$ 3,425	\$ 1,925	\$ 1,925	\$ 3,275	\$ 1,625	\$ 1,625	\$ 30,460

% of Gross Revenue 3.91%



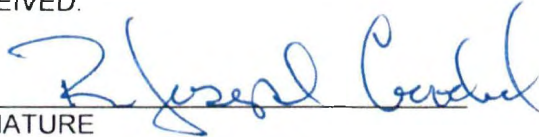
City of Elko Clerk's Department
1751 College Avenue
Elko, NV 89801
(775) 777-7126
FAX (775) 777-7129

ADDENDUM NUMBER ONE

GOLF PROFESSIONAL MANAGEMENT SERVICES REQUEST FOR PROPOSALS

Please confirm receipt of ADDENDUM NUMBER ONE AND FAX BACK TO (775) 777-7129 or email to cityclerk@elkocitynv.gov.

RECEIVED:


SIGNATURE

ANTARES GOLF, LLC
COMPANY NAME

Dated this 14th day of October, 2020.

Elko City Clerk
Kelly Wooldridge

*** PLEASE NOTE RECEIPT OF ADDENDUM NUMBER ONE ON
APPLICABLE LINE ON SUBMITTED BID PROPOSAL ***



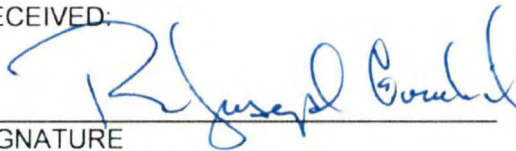
City of Elko Clerk's Department
1751 College Avenue
Elko, NV 89801
(775) 777-7126
FAX (775) 777-7129

ADDENDUM NUMBER TWO

RUBY VIEW GOLF PROFESSIONAL AND/OR MANAGEMENT SERVICES RFP

Please confirm receipt of ADDENDUM NUMBER ONE AND FAX BACK TO (775) 777-7129 or email to cityclerk@elkocitynv.gov.

RECEIVED:


SIGNATURE

ANTARES GOLF, LLC
NAME

Dated this 14th day of October, 2020.

Elko City Clerk
Kelly Wooldridge

***** PLEASE NOTE RECEIPT OF ADDENDUM NUMBER TWO ON
APPLICABLE LINE ON SUBMITTED BID PROPOSAL *****



Ruby View Golf
ELKO, NEVADA



DUNCAN
GOLF MANAGEMENT



DUNCAN
GOLF MANAGEMENT

Prepared For:
Elko City Council

In Response To:
Requests for Proposals, Golf Professional and/or
Management Services

Submitted By:
Duncan Golf Management
1400 Wolf Run Road
Reno Nevada 89511

TJ Duncan
Vice President, Duncan Golf Management
tj@dgm-golf.net
(775) 851-3301

Elko City Council,

We would like to thank you for the opportunity to submit a bid to operate the Ruby View Golf Course in Elko, Nevada.

Duncan Golf Management, in one form or another, has been operating golf courses in Northern Nevada for close to 40 years. We currently own four courses in Nevada; Lakeridge Golf Club and Wolf Run Golf Club, which are both in Reno, Toiyabe Golf club in Washoe Valley, and Dayton Valley Golf Club in Dayton, Nevada. In 2017 we were awarded a Licensee Agreement with Carson City to manage and operate the 36-hole Eagle Valley Golf Courses in Carson City, Nevada.

DGM has the philosophy to keep golf affordable and to present a good product. We have built our reputation for running our courses through hard work while keeping in mind that our customers deserve our best effort.

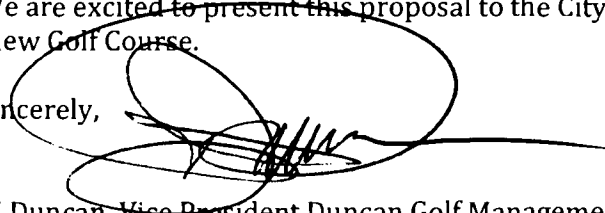
We believe the product, visibility in the local community, and relationship building through trust and history contribute to the success of our business. We are ahead of the game if our customers know they can count on us.

Scott Wackowski and I are the tip of the spear for DGM leading the way as Vice Presidents and co-owners for our company. I am a Carson City High School graduate and have been in the golf business in Northern Nevada for the majority of my career. After graduating from the University of Oregon where I was Captain of the golf team, I spent a few years playing golf professionally. After touring the country playing, I returned home to engage in our family business and gained status as a PGA Class A Professional. Scott is a Pennsylvania State University graduate with a degree in Turfgrass Science. Combined we have close to 45 years of experience in successfully operating golf courses in our area, and around the world in Scott's case.

My father raised our family in Northern Nevada where we have been involved continuously in the golf business for close to 40 years. I have become engulfed throughout Northern Nevada's golf community as well as come to know many who travel to our region for their destination golf events. Duncan Golf Management is the largest golf course management company in Northern Nevada, and we are proud of that fact. Our business is not just our business, it's our way of life! Our company was founded on my fathers' vision, hard work, and dedication to a lifelong passion for golf. Our company still operates on his guiding principles to this day.

We are excited to present this proposal to the City of Elko for complete operations at Ruby View Golf Course.

Sincerely,



TJ Duncan, Vice President Duncan Golf Management

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- 6. Group Golf Contract example

1. INTRODUCTION

Duncan Golf Management (DGM) currently owns and operates four golf courses in the Reno surrounding markets: Lakeridge Golf Club, Wolf Run Golf Club, Toiyabe Golf Club, and Dayton Valley Golf Club. We were awarded in late 2017 a Licensee Agreement with Carson City to manage and operate the 36-hole Eagle Valley Golf Courses in Carson City.

We believe that we are uniquely qualified to operate Ruby View Golf Course (RVGC) based on the above mentioned and in combination with our keen interest to grow golf in Northern Nevada. Our interests are to allow the citizens and visitors of Elko to play affordable quality golf for many years to come. We will strive to create membership offerings at RVGC and increase its value by offering incentives at our other Nevada facilities.

The golf business is a difficult one and RVGC is no exception. With rounds and revenue that has declined recently as support by the financials supplied in this RFP, we believe that RVGC is at a critical point in its history and the selection of a proven qualified operator for Elko is essential for those that frequent the facility. We are confident that we are among the best operators to take RVGC to the next level due to our reputation, size, and dedication to our golf community. There is no "secret sauce" that we apply to our success but employ the fundamentals that the company was founded on by Tom Duncan: superior customer service and loyalty, quality course conditioning, community involvement, and a strong dedication to the game and industry.

Our proposal will be for full oversight and management of RVGC. We believe that having one entity overseeing the entire facility will give RVGC the identity it needs to set itself as the best golf facility in Elko!

1.1 Superior Customer Service and Loyalty

We believe that the cornerstone of any successful business is those who support it continually. DGM prides itself in developing and nurturing relationships throughout the community in which all the key executives choose to live, work, and play.

Being in the market for close to 40 years, we have developed friendships and partnerships that we know we will need to continue and cultivate in Elko.

Superior customer service and loyalty are what some operators say they strive for but at DGM we "walk the walk" not just "talk the talk". This starts and ends with the experience our members and guests receive each and every day they come through our doors. Our staff is adequately trained on the product and services we have to offer. Their delivery to our customers is a key aspect of our training. From the front-line staff to the maintenance staff in the field, our employees are charged not only to meet our customers' expectations but to exceed them. We have been fortunate enough to retain and grow our membership through a declining golf market. Our mentality of "everyday counts" sounds simple but takes tireless, continuous, and consistent effort to support our operations.

1.2 Quality Course Conditioning

While we strive to attract non-golfers to our facilities thru numerous special events, we dedicate significant resources and expertise to the core of our business: the golf course condition. An internal slogan we promote is "fast greens, cold beer, nuff said" basically sums up our philosophy on course conditioning. We focus our agronomic programs on the priority of greens first, then tees, fairways, rough and outlying areas in that order. This approach will be the same at RVGC where we will continue quality playing surfaces to retain the trust of our members and guests. When we do, and we will as we have a reputation to protect, we believe this will be a driving factor for our customers to frequent the facility in 2021 and beyond.

Agronomy at most golf courses across the industry has evolved over the years with numerous operators racing to the bottom in costs cutting in their maintenance departments. Through the leadership of Scott Wackowski, DGM has held steadfast in investing significant resources into golf course conditioning. This includes not only a financial investment in hard costs but an investment in innovation and detailed analysis of golf course maintenance practices. We have developed many programs within our maintenance departments to reinvest budgets not to only improve the bottom line but to improve efficiencies by reallocating expenses to specific targeted objectives improving overall golf course conditions.

1.3 Community Involvement

Our leader and president, Tom Duncan, has a passion and a keen focus on being involved in our community. Tom started his career in Northern Nevada at Eagle Valley, raised his family in Carson City, and continues to work, live and play in the community in which has made him successful. Without a solid proven track record of continued community support and involvement, this proposal would not be possible.

Our facilities have been long supporters of the First Tee of Northern Nevada, University of Nevada, and numerous high school golf programs. In 2017, DGM launch the first-ever FREE Junior membership to our region to engage and reinvest at the roots of golf growth and community!

DGM hosts over 30,000 tournament rounds annually where nearly 70% come from outside our community. Tom personally signs a thank you card to each group leader which shows our appreciation for them visiting, staying, playing, and bringing significant economic impact to our supporting businesses and community.

The Duncan family was awarded "Family of the Year" in 2015 by the First Tee of Northern Nevada and JDRF (Juvenile Diabetes Research Fund) which is a testament to our continued pursuit and dedication to communities in which DGM serves.

1.4 Strong Dedication to the Game and Industry

The golf industry has certainly gone through its up's and down's over the years and our region is no exception. With close to 40 years of experience in Northern Nevada, we have seen our challenges but continue to prevail by staying dedicated to our core principles which include our undeniable work ethic. Our golf business for the majority of the year operates 7 days a week and everyday matters. From labor management to generating revenue, there is no "cookie-cutter" approach that works for each facility. We have developed operational systems that allow us to stay ahead of the industry and regional trends by being intimately involved in our daily business.

Our simple and dedicated rate structure at each of our properties has long been a key piece to our success in an area where we have seen other operators fall short. Staying committed to our plan at the beginning of each year takes discipline and hard work. We have been able to protect our rate integrity at each location while keeping greens fees affordable for the experience. This appears to be the same with RVGC and we are well aligned.

DGM supports the game of golf and industry professionals at each one of our properties. TJ Duncan, Class A PGA Professional, continues to lead the way as he mentors our young golf professionals to achieve Class A status. TJ participates on the local and national level of the PGA and keeps us on the cutting edge of new developments throughout the industry.

2. INSTRUCTION TO PROPOSERS

2.1 Item 1: Company Description

A. Brief Description

DGM currently owns and operates four golf courses in the Reno surrounding markets: Lakeridge Golf Club, Wolf Run Golf Club, Toiyabe Golf Club, and Dayton Valley Golf Club. We were awarded in late 2017 a Licensee Agreement with Carson City to manage and operate the 36-hole Eagle Valley Golf Courses in Carson City.

We believe that we are uniquely qualified to operate RVGC based on the above-mentioned and in combination with our keen interest to grow golf in Northern Nevada. Our interests are to allow the citizens and visitors of Elko to play affordable golf for many years to come.

B. Company's Resources

DGM currently owns and operates four golf courses in the Reno surrounding markets: Lakeridge Golf Club, Wolf Run Golf Club, Toiyabe Golf Club, and Dayton Valley Golf Club. We were awarded in late 2017 a Licensee Agreement with Carson City to manage and operate the 36-hole Eagle Valley Golf Courses in Carson City.

We have been in golf course ownership since 2005 with a proven track record of sustainability within our industry. While other operators have retracted or even worse no

longer exist, we have been extremely fortunate to continue to adapt to the ever-changing golf industry enjoying significant growth during the downturn in golf across the country.

DGM has successfully and continually been operating golf courses in Northern Nevada since the early '80s. No other operator in our market can boast the same! We believe this proves our financial capability, operational expertise, and have sustained professional golf management services for close to 40 years in Northern Nevada.

C. Confirm Minimum Requirements

As stated above, DGM has been in business for close to 40 years in Northern Nevada and has intimate knowledge of the market. At each golf course we have operated, we have had full operational responsibility inclusive of golf, food and beverage, and golf course maintenance. We have included, as **Exhibit I**, a detailed resume of our key executives: Tom Duncan, TJ Duncan, and Scott Wackowski to support our statement of qualifications.

We will qualify as an independent contractor and maintain similar insurance at each one of our properties as Elko will require for RVGC.

DGM understands and is willing to pay thru the direct cost budget all applicable taxes associated with personal property and able and willing to secure all necessary permits to fully operate the golf course.

We have followed every directive from the Governor and even have exceeded the requirements to operate a safe operation during Covid-19. If selected, we will employ all the same policies and procedures that we have at our other golf courses.

2.2 Item 2: Experience

A. Management Experience

DGM currently owns and operates four golf courses in the Reno surrounding markets: Lakeridge Golf Club, Wolf Run Golf Club, Toiyabe Golf Club, and Dayton Valley Golf Club. We were awarded in late 2017 a Licensee Agreement with Carson City to manage and operate the 36-hole Eagle Valley Golf Courses in Carson City.

DGM has been in business for close to 40 years in Northern Nevada and has intimate knowledge of the market. At each golf course we have operated, we have had full operational responsibility inclusive of golf, food and beverage, and golf course maintenance. We have included, as **Exhibit I**, a detailed resume of our key executives: Tom Duncan, TJ Duncan, and Scott Wackowski to support our statement of qualifications and management experience.

B. Client List/History

DGM has also recently held management agreements with city/county entities at Wildcreek Golf Course, Fallon Golf Course, Tahoe City Golf Course, and Rosewood Lakes Golf Course. We also provided transitional consultation to new owners of the Sunridge Golf Course in 2018 for their first operational year.

Wildcreek Golf Course- Jose Martinez 775-673-3199
Tahoe City Golf Course- Matt Homolka (530) 613-0921
Fallon Golf Course- Alan Kalt (775) 427-5272
Rosewood Lakes Golf Course- Bob Sader (775) 329-8310
Sunridge Golf Course- Dan Oster 775-240-7548

2.3 Item 3: Proposed Personnel

A. Organization Chart

Exhibit II.

B. Confirmation employees with be DGM employees

All employees are hired to work under the direct supervision of DGM and will be DGM employees.

2.4 Item 4: Food and Beverage Concession

A. Summary of F&B Operations

Our staffing model will consist of three primary departments: Golf, Food & Beverage, and Maintenance. Each department will be led by a lead manager and those lead managers will report directly to the executive staff of DGM.

Lead Manager Assignments:

Golf- Head Golf Professional
Food and Beverage- Lead Bartender
Maintenance- Golf Course Superintendent

The food and beverage department will be led by the Lead Bartender and they will have a chef in the kitchen as the "second in command". These two key positions will be supported by 2-5 additional seasonal hourly staff depending on the time of year and hours of operation.

B. Menu and Hours of Operation

DGM has always strived to provide the best ingredients for a menu that is simple and functional for the golfing community. DGM provides competitive pricing for our golfing

patrons but also for the community at large. We try to keep things simple, but we strive to do the simple things the very best they can be done.

Hours of operation will be dictated by business demands and be directly connected to the operations of the tee sheet. At each of our locations, our food and beverage operations open 30 minutes before the first tee time with full bar service and limited food until 10 am when we open up the entire menu until 5 pm or later when business levels demand a later operation. **Exhibit III** is a sample menu that we offer at one of our clubs in Reno and we anticipate a similar layout for RVGC. In addition to our menu, we offer a daily special to create "buzz" for those that frequently dine with us. It also allows our chef to manage his/her inventory to maximize the bottom line performance of the department.

2.5 Item 5: Pro Shop

A. Summary of Golf Operations

Our staffing model will consist of three primary departments: Golf, Food & Beverage, and Maintenance. Each department will be led by a lead manager and those lead managers will report directly to the executive staff of DGM.

Lead Manager Assignments:

Golf- Head Golf Professional

Food and Beverage- Lead Bartender

Maintenance- Golf Course Superintendent

The golf department will be led by the Head Golf Professional who we intend to be a Class A golf professional with the PGA/LPGA. The Head Golf Professional will be supported by an hourly staff ranging from 2 to 10 employees to facilitate the golf operation depending on seasonality.

Hours of operation will be dictated by business demands and the seasonality of sunrise and sunset. In our Reno operations due to demand, we open our tee sheets right at or just after sunrise to accommodate the demand for each day. In Washoe Valley where the demand is not nearly as demanding in the morning, we start about an hour later during most of the year. We try to maximize revenue and member satisfaction by having the golf course available for play as long as possible. We ask that all carts are in 30 minutes before sunset. Our bar and cart staff remain on the property until the last cart is in daily. After speaking with several local Elko residents, it sounded like this past year's hours of operation seemed to be very limited. We will propose that this changes for 2021 and beyond!

B. Proposed Inventory for Sale and Rent

DGM has always managed its golf shop inventory with one simple objective in mind, provide a selection of the latest technology and styles for an affordable price. Variety is the key when you walk into any DGM golf shop and if you can't find exactly what you are looking for, we are happy to special order any product. From affordable golf balls, shirts,

and shoes for the novice golfer, to the latest and greatest equipment for those that take the game a little more serious you will find everything you are looking for when you shop in a DGM golf shop.

At each DGM location, we offer rental clubs for those that have traveled to the region and chose not to bring their clubs. At certain locations, we have multiple offerings of rental sets allowing the novice or expert golfer to choose a brand and style of clubs that best suits their skill level.

2.6 Item 6: Golf Lessons and Instruction

A. Summary of Lessons

Instruction is a cornerstone of the golf industry, and teaching new golfer is the future of the game. DGM provides instruction for all skill levels as well as group environments to come out and enjoy some instructions with your friends. Our junior programs are fun simple and a great introduction to the game for the young people that are picking up the game for the first time. We also have instruction for those elite golfers try to keep their game at the highest level. We strive to have a fun safe and professional environment regardless of the instruction you are seeking.

2.7 NEW ITEM: Golf Course Maintenance

RVGC during our visit was in wonderful golf course conditions and is very close to exceptional with a few implementations of modern golf course maintenance practices. We know that we will need to continue quality playing surfaces to retain, as well as, attract new customers. We focus our agronomic programs on the priority of greens first, then tees, fairways, rough and outlying areas in that order.

Agronomy at most golf courses across the industry has also evolved over the years with numerous operators racing to the bottom in costs cutting in their maintenance departments. Through the leadership of Scott Wackowski, Vice President who also holds an Agronomy degree from Pennsylvania University in Turfgrass Management, DGM has held steadfast in investing significant resources into golf course conditioning. This includes a financial investment in hard costs but a more of an investment in innovation and extensive detailed analysis of golf course maintenance practices. We have developed many programs within our maintenance departments to reinvest budgets not to only improve the bottom line but to improve efficiencies by reallocating expenses to specific targeted objectives.

Our maintenance plans all begin with a set of proposed standards and from there we craft our overall plan for the year as seen in **Exhibit IV**. Once our core proposed standards are constructed it comes down the art of execution. We believe this where we separate ourselves from others in the market. We have keen insight into the playability of the course and not just the outward appearance from the road. TJ Duncan can be found playing and/or evaluating the playability of our courses each and every week throughout the season. Although a very fair critic, he is particular and knows what the customer wants when they

play golf courses. Our agronomic programs are adjustable and need to be to accommodate a multitude of players' and guests' expectations. Our agronomy teams schedule tasks are specific to each and every day's business. One day we may have a beginner tournament where we will slow the greens down and move the tees up for an easier more enjoyable round for that particular group. The next day maybe men's club championship when the greens need to run firm and fast. Our programs are geared specifically to have the flexibility to accommodate both.

If you have visited one of our courses in this past season the golf course conditions will speak for themselves! We continue to hear on an annual basis that our greens are among the best in the region and our tournament groups are always very appreciative of the customized approach to golf courses set up. We encourage all those in the evaluating process to visit any one of our golf courses to see for themselves!

2.8 Item 7: Proposed Compensation Structure

DGM understands the value of RVGC to Elko and we are excited for the opportunity to propose to operate the entire facility. We also strongly believe that this will need to be a cohesive partnership with the city of Elko.

DGM proposes to manage the entire operation of RVGC for a fee included in the direct cost budget that will be approved by Elko before execution. We believe managing the entire facility will be **THE** key element of our collective success and sustainable business for many years to come. Our intention for RVGC is not for the short term and if selected, we will work tirelessly to be a long-standing partner with the community of Elko.

We propose to oversee and manage the entire property inclusive of **ALL** clubhouse operations, Golf operations, Food and Beverage operations, and Golf Course Maintenance operations for a monthly fee of \$8,000 for 60 months (5 years) which will be included in the direct cost budget submitted as part of this proposal. We believe that bringing all operations underneath the direction of one entity, DGM, will lead to solid cohesive operations producing the best opportunity for a healthy operation. DGM will serve as the year-round manager of the property with **ONLY** 8-10 months open to the public for golf. The City of Elko will retain **ALL** income from the golf course and in return will fund the direct cost budget for DGM to execute operations. In **Exhibit V** please see the sample proforma we created. This proforma/budget will need to be edited collectively if we are selected with the guidance of the city to ensure everyone's expectations are met.

2.9 Marketing Plan

DGM has many means of advertising and marketing. The best marketing has always really been word of mouth in our industry as golfers are quick to share their experiences. Happy golfers have told their friends and family about the outstanding course conditions and customer service of all DGM properties this past season resulting in more play and overall growth of golf in our communities. We have numerous outlets for marketing and

promotion, but we will strive to provide an excellent product that will result in good "word of mouth" marketing.

We have always made an effort to participate in Golf Shows and Expos (Pre COVID-19 that is!) in numerous cities including nearby Salt Lake City. Recently we participated in four Golf Shows with potentially could have an impact should we include to Elko under the DGM umbrella such as Salt Lake, Boise, Portland, and Seattle.

We attended the International Association of Golf Tour Operations Convention in Miami, Florida a few years ago and thru our participation, they came to Reno last year for a closer look! All of these shows help us gain exposure for the courses as well as our region as an overall vacation destination. We participated with a few local hotel and casino partners at the show. Not only were we able to meet Tour Operators, but we were also able to cultivate relationships with key sales executives at our regional hotel and casinos that participated. A great deal of our tournament play comes from our local hotels and casinos, which is why we stay committed to nurturing these relationships and their overall expectations when their guests play our golf courses. We offer numerous hotel properties in Carson City/Reno/Sparks/Tahoe cross-promotion opportunities as well as special Stay & Play packages. We will pursue these same opportunities in Elko!

Dude! Did you see the DGM Commercials in 2017?!? We decided to create commercials with Sinclair Media, locally known for News Channel 4, Channel 11, and My Fox 21. We wanted to stand out from the crowd by presenting a lighthearted, short video that showcased different aspects of the course. These commercials are now known as the "Dude" commercials. We created scenarios that can only be followed by a one-word response of "Dude!". We wanted to show that we are the local golf courses that cater to fun, family, and simply good golf. Our commercials portrayed our sense of humor and the uniqueness of our courses and company. Every January, our sales team works hard on creating our next "catchy" fun campaign to launch in late March before the ramp-up of the golf season. We followed up this campaign the last few years featuring our staff at each course and our new tag line of "You pick the course, We create the experience".

We also have had a presence in many local magazines and publications. DGM purchases advertisements featured in Golfing Nevada Magazine. Golfing Nevada Magazine is the directory for the golf lifestyle for all of Northern and Southern Nevada. It can be found in almost any golf shop in the area. We also have been featured in the Reno News & Review with Lakeridge being voted the #1 Golf Course in Northern Nevada for 2017!

DGM is also tapping many of the Social Media outlets for promotional campaigns. We are actively posting on Facebook and Instagram. On Facebook and Instagram, we promote seasonal rates, Membership offerings, public special events at all of our properties, golf instruction tips, news, and updates. During our "Dude" promotions on social media, we encouraged the public to create their own "Dude" Commercial to win a FREE Membership for 2018! The feedback was remarkable. With over an 18,000-person outreach, monumental amounts of new followers, shares, and likes, this promotion has made an impact on our local market. It's was certainly the "talk of the town"!

Another hit has been our Member of the Month promotion at each DGM course and Flowing Tide Pubs. Customers fill out a simple data capture form to enter to win a membership for a month. We draw each month and winners get free golf, range balls, and member guest fees for the entire month. This not only gets more people out to the courses, but some winners love the "trial membership" so much that they decide to become full members! This will be an amazing promotion to introduce to Elko and the community support is simply that, AMAZING!

Call us "Old Fashioned", but we reach out personally to local businesses to present rates, course information, upcoming events, and partnership opportunities. We value the small community relationships and friendships that can only be obtained in Northern Nevada. By making the small effort to personally visit local businesses with little treats, drink vouchers, or golf specials, we create a bond that not many other courses can. DGM is becoming a larger business day by day, but we still value our initial small family business attitude. We believe that retaining key staff year-round will help cultivate and further these relationships in Elko.

Our sales and marketing approach in Elko will be similar to the above. With the infusion of the DGM brand, we look forward to developing more relationships with local businesses in Elko and further our impact to the local economy.

Tournament Recruitment and Retention

Golf tournament recruitment and the retention of tournaments have been vital to the success of DGM's development and an excellent form of marketing.

The retention of groups that have played Elko in the past will be a primary focus of ours should we be selected seeing that next to no tournament golf was played there this past season due to COVID. Tournament recruitment begins with developing trustworthy relationships and selling what we know works best. DGM simply takes responsibility for what we believe works. For example, local charities need fundraisers, local hotels and casinos need a place for their guests to play. Local golf organizations need venues for competitions. Constant contact with these group leaders, community leaders, and continuous cold calling to new organizations reflects how DGM's tournament recruitment process is ongoing. This work is mostly done during the offseason to sell and promote the facility.

Tournament retention and customer loyalty are quite apparent throughout our organization. It starts with a well-trained, and engaging staff, who has dedicated their time and efforts to get to know our customers year after year. Having an engaged staff leads to SUCCESSFUL EVENTS and to ensure a successful event, every detail in every department must be covered. Our professional sales staff and the team of golf professionals meet weekly to review each upcoming event. Upon completion of an event, DGM sends thank you cards and often offers a special gift in thanks for their business.

Managing tee time inventory and requiring clients to stick to the contracts leads to the open inventory available for members and public play. DGM understands the importance of EVERY TEE TIME and clearly understands the importance of tee time accessibility. Many times, a decision has been made to keep one golf course open without events when the others are full, for the sole reason to have tee times available for our members. A proper "balancing-act" is required to ensure our members get their money's worth along with ensuring accessibility for our local and loyal customers.

As locally owned and operated golf courses, and leaders in the local golf industry, charitable donation requests are abundant. Those requests are often honored and are "win-win" scenarios after supporting a charity and being introduced to new clients.

DGM proposes understandable and fair contracts through Caterease software, the world's number one leading catering software. DGM's golf contracts clearly state our requirements which include a client signature, deposit, and final payment before play unless otherwise authorized by DGM (sample contract in **Exhibit VI**).

We, if selected, will propose and almost demand the installation of a better online presence and the capabilities to book and pre-pay online tee times. As technology continues to progress, so does our customer. We will encourage Ruby View to launch its own website and advertises tee times online for extended exposure to customers surfing the web. We work with GolfNow at each of our locations and utilize their software to further our outreach producing some amazing results that we could not do on our own

2.10 Operational Philosophy and Summary

DGM's operational philosophy is quite simple: keep golf affordable and present a good product. We have built our reputation for running our courses through hard work while keeping in mind that our customers deserve our best effort. While the philosophy is simple its execution is a bit more complex. We operate in an "everyday matters" mentality and in the golf business, which operates 7 days a week for the majority of the year, is critical to our success. Our budgets are constructed with careful consideration of historical weather and revenue patterns. Each year we must be flexible and ready to adjust to the economic and atmospheric conditions that are so fluid. DGM executives are close to the daily operation and through its key staff at each location are ready to make necessary adjustments to operations to achieve our customers' expectations ultimately meeting our financial goals.

DGM will be immediately available January 1, 2021, with two of its key executives on sight overseeing the transition, TJ Duncan and Scott Wackowski.

If DGM were selected and approved in December, we would immediately request permission to discuss employment opportunities with the current staff. We would intend to retain as many staff as possible if they fit our company culture and budget.

While we have several internal candidates that we will encourage to apply for key positions. We will also launch a local and nationwide search to find the best suitable candidates to lead RVGC in this next chapter.

DGM intends to secure a full-time Class A Head Golf Professional and Golf Course Superintendent by March 1, 2021, to lead RVGC into its first season under DGM. The support staff will be fulfilled as the seasonality of the budget progresses into spring and until staff sizes hit their peak in early June.

We would like to thank you again for the opportunity to submit a proposal to operate RVGC for the city of Elko. DGM, in one form or another, has been operating golf courses in Northern Nevada for the nearly 40 years and plan on being here for another 40!

DGM has the philosophy to keep golf affordable and to present a good product which we hope this proposal clearly illustrates. We have built our reputation of running our courses through hard work while keeping in mind that our customers deserve our best effort. This opportunity will take our best effort and we are excited to work collectively with the city of Elko as RVGC enters into its next operating agreement.

We understand that you have a difficult decision to make to find the right operator. Duncan Golf Management believes that we are the best local and/or national operator to facilitate the successful future at Ruby View Golf Course. We desire that this proposal allows us to be selected for an interview and ultimately enter into negotiations for an operating agreement for full operations for the next five years and beyond.

Submitted By: **TJ Duncan, Vice President Duncan Golf Management**

Signature of Authorized Representative:

A large, stylized handwritten signature in black ink, likely belonging to TJ Duncan, is written over a horizontal line. The signature is enclosed within a large, loopy oval shape.

Date:

10/15/2020

THOMAS P. DUNCAN

1400 Wolf Run Road
Reno, NV 89511
(775) 851-3301
tduncan49@me.com

Lakeridge Golf Course, Reno, NV- Owner

2013-Present

Purchased in 2013, Lakeridge was losing over \$400,000 per year which we turned around and now has a positive cash flow.

Wolf Run Golf Course- Owner

2005-Present

Brought the course from losing \$600,000 per year to making a profit in only one year of ownership.

Dayton Valley Golf Course- Owner

2010-Present

Dayton Valley was losing \$700,000 and doing only 13,000 rounds per year before it was purchased in 2010. Currently, Dayton Valley is up to 30,000 rounds per year.

Rosewood Lakes Golf Course/First Tee- Management

2013-2016

The City was losing over \$700,000 per year. Within one year of our management being implemented they were breaking even.

Reference: Bob Sader (775)329-8310

Tahoe City Golf Course- Management

2011-2016

Tahoe City was voted course of the year under our management in 2016 for the entire Tahoe region.

Reference: Matt Homolka (530)613-0921

Fallon Golf Course- Management

2012-2016

Fallon Golf Course was near shutting down. Our management turned it around so that the course was not losing any money.

Reference: Alan Kalt (775)428-0270

Silver Oak Golf Course- Management

2001-2004 University of Nevada- Head Men's Golf Coach

1994-2004

Coach of the year two times for Mountain West and WAC.

Winningest coach in Nevada history

Coached U.S. Team in Japan World Games

Reference: Chris Ault (775)745-7454

Dayton Valley Golf Course-Director of Operations

1991-2000

Opened course and increased play to at least 30,000 rounds per year

Eagle Valley Golf Course- Head Professional

1981-1990

Increased rounds from 17,000 in the first year to 90,000 my last year there.

EXHIBIT 1

TJ Duncan
6423 Meadow Country Drive
Reno, NV 89519
775-830-8690
tj@dmgolf.net

Experienced golf operator with a range of golf and management skills. A budget focused leader with attention to the bottom line. Excellent leader, manager, motivator, and team builder with acquired expertise in the golf industry. Creative strategist, attention to detail and commitment to excellence that have a valuable and applicable environment to thrive and grow. Proven commitment to Reno-Tahoe community.

Skills

- Strategic Planning
- Marketing
- Territory Expansion
- Business Development
- Team Building
- P&L Management / Budgeting
- Market Analysis
- Staff Training and Motivation
- Relationship Building
- Sales

Education

Bachelor of Science in Political Science *University of Oregon* 2001

Activities

PGA Class A Professional	2017 – Present
Prospectors	2017---Present
Carson City Assistant Varsity Basketball Coach	2017---Present
McQueen High School Varsity Basketball Coach	2009-----2016
Member , Reno Tahoe Young Professionals Network	2008 – Present
Member , Sons of Nevada	2008 – Present
Member , Skai International	2007 – 2012
President , Golf the High Sierra	2010
Board Member , First Tee of Northern Nevada	2009

EXHIBIT 1

Scott William Wackowski

scottw@dgm-golf.net

310 Sondrio Way

Reno, Nevada

775-544-4727

Professional Summary:

Professionally motivated in the golf industry since becoming part of the work force at age sixteen. Proven to be successful at each and every level of participation. Passionate fan of the game and industry for close to 30 years. Experience in operating facilities in the US, China, and Mexico.

Professional Experience:

Duncan Golf Management

Vice President/Owner

March 2017-Present

Oversee all operations for Duncan Golf Management. DGM owns three golf courses in northern Nevada, Dayton Valley Golf Club, Wolf Run Golf Club, and LakeRidge Golf Course. Also oversee the maintenance department at Wolf Run Golf Club.

CourseCo INC

Vice President of Agronomy

March 2015- March 2017

CourseCo is the largest golf course management company in Northern California which oversees 28 golf courses in California, Oregon, Washington and Texas. As VP of Agronomy, I was responsible for the oversight and leadership of our Golf Course Superintendents, Environmental Initiatives and Excellence, Corporate Safety Officer charged with compliance and enforcement of company programs, and constructed, procured and oversight of all capital equipment and projects.

Duncan Golf Management

Director of Operations

January 2011-September 2014

Oversee all operations for six Duncan Golf Management (DGM) properties. DGM owns three golf courses in northern Nevada, Dayton Valley Golf Club, Wolf Run Golf Club, and LakeRidge Golf Course. DGM leased contracts for the Tahoe City Public Utility District, Churchill County and the City of Reno.

Synergy Golf Course Management

Director of Operations

December 2009-January 2011

Oversight of overall maintenance budget in excess of \$5M for seven golf courses located in the southwest including Phoenix, San Diego, Palm Springs and Nevada. Additionally, assisted the President with general operations oversight for all locations.

D'Andrea Golf Club

Golf Course Superintendent

May 2002-December 2009

Lead D'Andrea Golf Club Maintenance to becoming a premiere property in the region.

EXHIBIT 1

- Reduced operational budget by close to \$300,000 from 2006-2009
- Began and completed a comprehensive overhaul of golf course maintenance labor
- Promoted to helping our sister course in Chula Vista, CA install similar cost savings and improved efficiencies.

Troon Golf
Golf Course Superintendent
December 2000-January 2005

D'Andrea Golf Club Sparks, Nevada	May 2002-December 2005	Superintendent
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Troon North Golf Club	September 2001-May 2002	Superintendent
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Ixtapan Country Club Ixtapan de la Sal, Mexico	December 2000-September 2001	Director of Golf
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Prescott Lakes Golf Club
March 1999-December 2000
Assistant Superintendent

Mission Hills Golf Resort TPC
October 1997-March 1999
Golf Course Superintendent/Project Manager
Guan Lan, China

Troon Golf and Country Club March 1996-October 1997
Assistant Superintendent/Interim Superintendent

Desert Forest Golf Club
March 1995-September 1995
Superintendent's Internship

Northampton Valley Country Club
February 1990-September 1994
Foreman

Education:

Pennsylvania State University

EXHIBIT 1

Duncan Golf Management

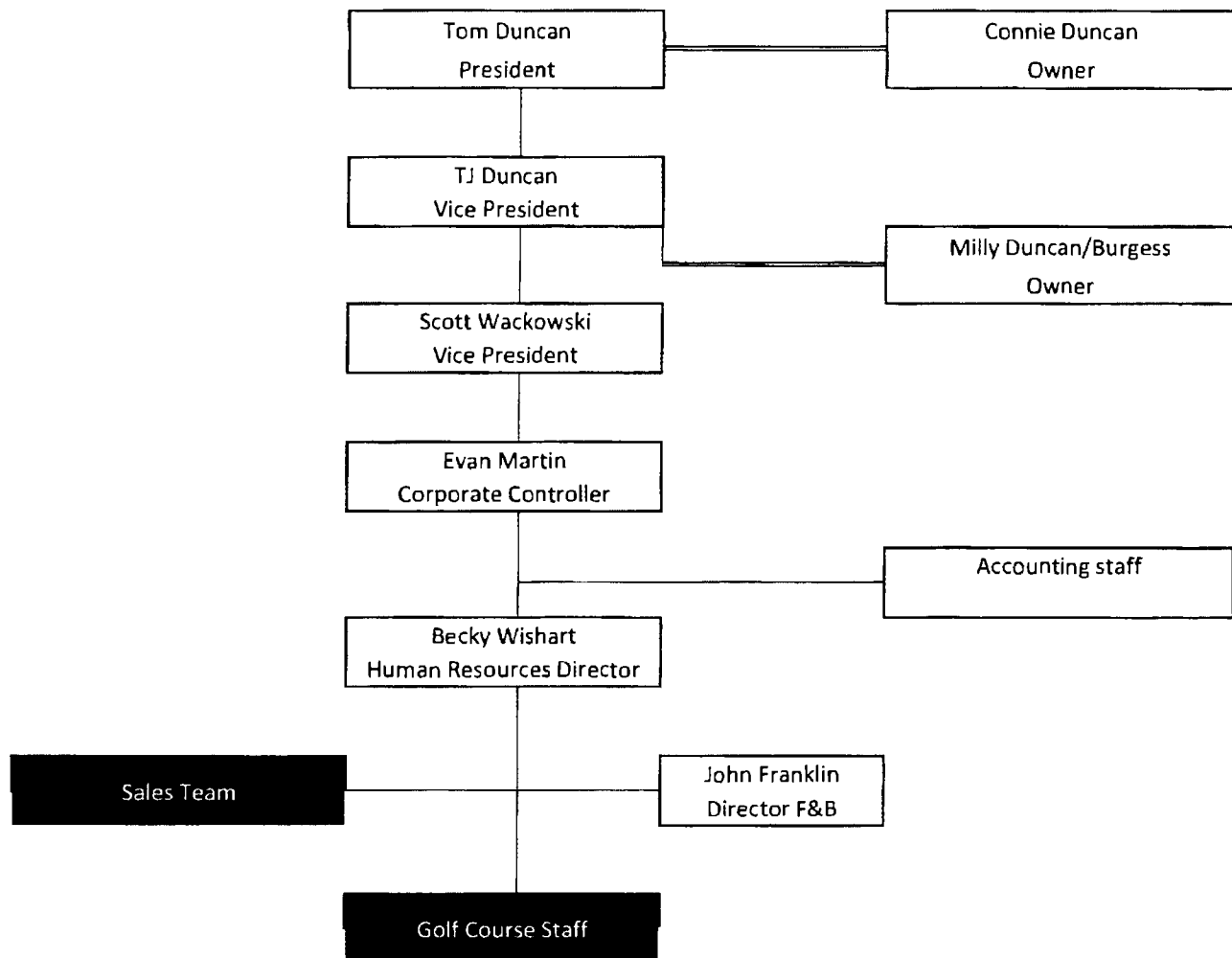


EXHIBIT 2



Breakfast Burrito or Breakfast Sandwich

Loaded with eggs, cheese & your choice of bacon, ham or sausage, & choice of white, wheat, rye, sourdough, English Muffin. BURRITO served with our homemade salsa & a side of sour cream. **\$8.00**

Chicken Wings

1 Pound of Buffalo, Cajun Dry Rub or Teriyaki wings served with ranch dressing & fries. **\$9.00**

Grilled ¼ Pound Hot Dog

Served with fries or bag of chips, onions available. **\$7.00**

Fresh Sliced Deli Sandwich

Turkey or Ham with your choice of white, wheat sourdough or rye bread. With lettuce, tomato, onion & mayonnaise. **\$8.00**

B. L. T. A.

Bacon, lettuce, tomato, avocado, mayonnaise on choice of bread or made as a wrap. **\$10.00**

Classic Burger

Two ground beef patties with lettuce, tomato, onion, pickle & mayonnaise. Served with fries or a bag of chips. **\$9.00**

Add cheese **\$1.00** Add Bacon **\$2.00**

Also available as a Patty melt \$12.00

"Ask your server about menu items that are cooked to order or served raw. Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness."

EXHIBIT 3

Ruby View Golf Course Proposed Maintenance Standards

GREENS	In Season	Off Season	TEES	In Season	Off Season
Species/Variety	Poa/Bent	Poa/Bent	Species/Variety	Poa/Rye/Blue	Poa/Rye/Blue
HOC	.100-.125	.125-.150	HOC	0.400	0.550
Target Speed	8.5-9.5	8.5-9.5	Mowing Freq.	2-3 x/s/week	1-2x/month
Mowing Freq.	Daily	1-2x/month	Mower Type	Tri-plex	Tri-plex
Clean up cut Freq.	3x's week	1 x/month	Verticut Freq.	N/A	N/A
Mower Type	Tri-plex	Tri-plex	Topdress Freq.	Weekly	Monthly
Verticut Freq.	2x/month	N/A	Aerification Freq.	1 x/season	N/A
Topdress Freq.	1x/ month	As needed	Divot Repair Freq.	Weekly	Monthly
Aerification Freq.	Ongoing	Ongoing	Accessory Re-Paint	Annually	N/A
Tine size & spacing	Air2G2	Air2G2	Logo-ed Accessories	N/A	N/A
Ball Mark Repair Freq.	Daily	Daily	Access. Repl. Sched.	As needed	As needed
Logo-ed Flags	As needed	As needed	Time to Repair Damage	Immediately	Immediately
Pin Placement Rotation	red, white, blue	3 cups	Overseeding Rate	10 lbs./M	N/A
Time to Repair Damage	Immediately	Immediately	Preventive Fungicides	no	no
Access. Repl. Sched.	As needed	As Needed		no	no
Prev. Fungicide Apps	As needed	As needed	Weed Control	As needed	As needed
Insect Control	As needed	As needed	Yardage plate edging freq	2 x's/seasonally	N/A
Weed Control	As needed	As needed	BUNKERS	In Season	Off Season
FAIRWAYS	In Season	Off Season	Raking Freq.	5-7x's/week	1-2 x's/week
Species	Poa/Rye/Blue	Poa/Rye/Blue	Sand depth slopes	0-2 inches	0-2 inches
HOC	0.5 inch	0.6"	Sand depth bottom	2-4 inches	2-4 inches
Mowing Freq.	2-3 x/s/week	1-2x/month	Sand Type & Source	TBD	TBD
Mower Type	5 Gang Reel	5 Gang Reel	Raking Method	Mechanical	Mechanical
Verticutting	1 x/season	N/A	Hand Rakes (avg/bunker)	1	1
Topdress Freq.	N/A	N/A	Edging Freq.	Annually	N/A
Aerification Freq.	1 x/seasonally	N/A	Time to Repair Damage	36 Hours	In season
Divot Repair Freq.	none	none	Time to Pump	36 Hours	In season
Yardage Markers	2 x's/seasonally	N/A	GREEN SURROUNDS	In Season	Off Season
Time to Repair Damage	36 hours	In season	Cutting Height	2-3 inches	2 inches
Overseeding Rate	10lbs/M	N/A	Cutting Freq	1 x/ week	1 x/ month
Preventive Fungicides	As needed	As needed	Mower Type	Rotary	Rotary
Insect Control	As needed	As needed	RANGE TEE	In Season	Off Season
Weed Control	As needed	As needed	Species	Poa/Rye/Blue	Poa/Rye/Blue
PGR	none	N/A	HOC	0.5 inch	0.6"
ROUGHES	In Season	Off Season	Mowing Freq.	1-2 x's/week	1-2 x's/ month
Species	Poa/Rye/Blue	Poa/Rye/Blue	Mower Type	5 Gang Reel	5 Gang Reel
HOC	2-3 inches	2 inches	Verticut Freq.	1 x/season	N/A
Mowing Freq.	1 x/ week	1 x/ month	Topdress Freq.	Weekly Divots	N/A
Mower Type	Rotary	Rotary	Aerification Freq.	1 x/season	N/A
Aerification Freq.	As needed	As needed	Divot Repair Freq.	2-3 x's/ week	N/A
Yardage Markers	As needed	As needed	Overseeding Rate	10 lbs. / M	N/A
Time to Repair Damage	36 Hours	In season	Preventive Fungicides	As needed	N/A
Overseeding Rate	10lbs/M	N/A	Insect Control	As needed	N/A
Preventive Fungicides	As needed	As needed	Weed Control	As needed	N/A
Insect Control	As needed	As needed	Turf/Mat Rotation Freq.	Weekly	Weekly
Weed Control	As needed	As needed			

NOTES:

Frequencies of mowing and cultural practices vary depending on the onset of each particular season: spring, summer and fall

EXHIBIT 4

Course: RUBY VIEW
Budget Year: 2021

Consolidated Course Statement

Income	January	February	March	April	May	June	July	August	September	October	November	December	Totals
Golf Income	\$425	\$825	\$215,500	\$152,750	\$45,000	\$55,600	\$55,600	\$55,600	\$55,600	\$35,350	\$675	\$450	\$673,375
F&B Income	\$0	\$0	\$9,400	\$20,900	\$35,000	\$45,000	\$45,000	\$43,000	\$39,200	\$25,200	\$0	\$0	\$262,700
Other Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Income	\$425	\$825	\$224,900	\$173,650	\$80,000	\$100,600	\$100,600	\$98,600	\$94,800	\$60,550	\$675	\$450	\$936,075
Golf Expenses	\$3,857	\$3,857	\$9,772	\$8,272	\$10,889	\$14,162	\$10,889	\$10,889	\$10,889	\$8,895	\$5,656	\$3,857	\$101,883
F&B Expenses	\$0	\$0	\$8,670	\$14,880	\$15,649	\$17,119	\$16,249	\$16,249	\$16,249	\$14,136	\$0	\$0	\$119,199
G&A	\$10,450	\$10,500	\$16,750	\$12,300	\$12,250	\$17,300	\$12,250	\$12,300	\$17,250	\$12,300	\$11,250	\$10,800	\$155,700
Maintenance	\$1,575	\$13,839	\$26,984	\$45,876	\$41,640	\$34,950	\$31,950	\$31,450	\$33,950	\$32,221	\$14,185	\$12,339	\$320,962
COG'S Merchandise	\$195	\$416	\$1,218	\$1,453	\$1,798	\$1,798	\$1,798	\$1,798	\$1,798	\$683	\$314	\$208	\$13,473
COG's F&B	\$0	\$0	\$2,535	\$6,345	\$9,775	\$11,425	\$11,725	\$10,775	\$9,550	\$8,585	\$0	\$0	\$70,715
Total Expenses	\$16,077	\$28,612	\$65,929	\$89,126	\$92,000	\$96,754	\$84,860	\$83,460	\$89,685	\$76,820	\$31,404	\$27,203	\$781,932
NOI	-\$15,652	-\$27,787	\$158,971	\$84,524	-\$12,000	\$3,846	\$15,740	\$15,140	\$5,115	-\$16,269	-\$30,729	-\$26,753	\$154,143

EXHIBIT 5

Course: RUBY VIEW
Budget Year: 2022

Consolidated Course Statement

Golf Income	434	842	219,810	155,805	45,900	56,712	56,712	56,712	56,712	36,057	689	459	686,843
F&B Income	0	0	9,400	20,900	35,000	45,000	45,000	43,000	39,200	25,200	0	0	262,700
Other Income	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Income	434	842	229,210	176,705	80,900	101,712	101,712	99,712	95,912	61,257	689	459	949,543
Golf Expenses	3,895	3,895	9,870	8,355	10,998	14,304	10,998	10,998	10,998	8,984	5,712	3,895	102,902
F&B Expenses	0	0	8,756	15,029	15,805	17,290	16,411	16,411	16,411	14,277	0	0	120,391
G&A	10,555	10,605	16,918	12,423	12,373	17,473	12,373	12,423	17,423	12,423	11,363	10,908	157,257
Maintenance	1,591	13,977	27,254	46,335	42,057	35,300	32,270	31,765	34,290	32,543	14,327	12,462	324,171
COGS Merchandise	197	420	1,230	1,467	1,816	1,816	1,816	1,816	1,816	689	317	210	13,607
COGS F&B	0	0	2,560	6,408	9,873	11,539	11,842	10,883	9,646	8,671	0	0	71,422
Total Expenses	16,238	28,898	66,588	90,017	92,920	97,722	85,709	84,295	90,582	77,588	31,719	27,475	789,752
NOI	(15,804)	(28,057)	162,622	86,688	(12,020)	3,990	16,003	15,417	5,330	(16,331)	(31,030)	(27,016)	159,791

EXHIBIT 5

Course: RUBY VIEW
Budget Year: 2023

Consolidated Course Statement

Income	January	February	March	April	May	June	July	August	September	October	November	December	Totals
Golf Income	442	858	224,206	158,921	46,818	57,846	57,846	57,846	57,846	36,778	702	468	700,579
F&B Income	0	0	9,588	21,318	35,700	45,900	45,900	43,860	39,984	25,704	0	0	267,954
Other Income	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Income	442	858	233,794	180,239	82,518	103,746	103,746	101,706	97,830	62,482	702	468	968,534
Golf Expenses	3,934	3,934	9,969	8,439	11,108	14,447	11,108	11,108	11,108	9,074	5,769	3,934	103,931
F&B Expenses	0	0	8,844	15,179	15,963	17,463	16,575	16,575	16,575	14,420	0	0	121,595
G&A	10,660	10,711	17,087	12,547	12,496	17,648	12,496	12,547	17,597	12,547	11,476	11,017	158,830
Maintenance	1,607	14,117	27,527	46,798	42,477	35,653	32,593	32,083	34,633	32,869	14,470	12,587	327,413
COG'S Merchandise	199	425	1,242	1,482	1,834	1,834	1,834	1,834	1,834	696	320	212	13,744
COG's F&B	0	0	2,586	6,473	9,971	11,655	11,961	10,992	9,742	8,758	0	0	72,136
Total Expenses	16,400	29,187	77,215	90,415	93,850	98,640	80,566	85,138	91,486	78,364	12,016	27,750	797,649
NOI	(15,958)	(28,329)	166,579	89,824	(11,332)	5,096	23,180	16,568	6,344	(15,881)	(31,333)	(27,282)	170,884

EXHIBIT 5

Course: RUBY VIEW
Budget Year: 2024

Consolidated Course Statement

Income													
	January	February	March	April	May	June	July	August	September	October	November	December	Total
Golf Income	451	875	228,690	162,100	47,754	59,003	59,003	59,003	59,003	37,514	716	478	714,591
F&B Income	0	0	9,780	21,744	36,414	46,818	46,818	44,737	40,784	26,218	0	0	273,313
Other Income	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Income	451	875	238,470	183,844	84,168	105,821	105,821	103,740	99,787	63,732	716	478	987,904
Expenses													
Golf Expenses	3,974	3,974	10,069	8,523	11,219	14,592	11,219	11,219	11,219	9,165	5,827	3,974	104,971
F&B Expenses	0	0	8,932	15,331	16,123	17,638	16,741	16,741	16,741	14,564	0	0	122,811
G&A	10,767	10,818	17,258	12,673	12,621	17,824	12,621	12,673	17,773	12,673	11,591	11,127	160,418
Maintenance	1,623	14,258	27,802	47,266	42,902	36,009	32,919	32,403	34,979	33,197	14,615	12,713	330,687
COG'S Merchandise	201	429	1,254	1,497	1,852	1,852	1,852	1,852	1,852	703	323	214	13,881
COG's F&B	0	0	2,612	6,537	10,071	11,771	12,080	11,101	9,839	8,845	0	0	72,858
Total Expenses	16,564	29,479	67,927	91,827	94,788	99,686	87,432	85,989	92,403	79,147	32,356	28,028	805,626
NOI	(16,113)	(28,604)	170,543	92,017	(10,620)	6,135	18,389	17,751	7,384	(15,415)	(31,640)	(27,550)	182,279

EXHIBIT 5

Course: RUBY VIEW
Budget Year: 2025

Consolidated Course Statement

Income	January	February	March	April	May	June	July	August	September	October	November	December	Total
Golf Income	460	893	233,264	165,342	48,709	60,183	60,183	60,183	60,183	38,264	731	487	728,883
F&B Income	0	0	9,975	22,179	37,142	47,754	47,754	45,632	41,599	26,743	0	0	278,780
Other Income	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Income	460	893	243,239	187,521	85,852	107,938	107,938	105,815	101,783	65,007	731	487	1,007,662
Golf Expenses	4,013	4,013	10,169	8,608	11,331	14,738	11,331	11,331	11,331	9,256	5,885	4,013	106,020
F&B Expenses	0	0	9,022	15,485	16,284	17,814	16,909	16,909	16,909	14,710	0	0	124,039
G&A	10,874	10,926	17,430	12,799	12,747	18,002	12,747	12,799	17,950	12,799	11,707	11,239	162,022
Maintenance	1,639	14,401	28,080	47,739	43,331	36,370	33,248	32,727	35,329	33,529	14,761	12,840	333,994
COGS Merchandise	203	433	1,267	1,511	1,871	1,871	1,871	1,871	1,871	710	326	216	14,020
COG's F&B	0	0	2,638	6,603	10,172	11,889	12,201	11,213	9,938	8,934	0	0	73,586
Total Expenses	16,730	29,774	68,606	92,745	95,736	100,683	88,306	86,849	93,327	79,939	32,680	28,308	813,682
NOI	(16,270)	(28,881)	174,634	94,776	(9,884)	7,255	19,632	18,966	8,456	(14,932)	(31,949)	(27,821)	193,980

EXHIBIT 5



Golf Contract

Client/Organization CC Nugget / Fujii Golf	Event Date 6/26/2018 (Tue)	Telephone (775) 882-1626	Fax () -	Event # E07270
Address 507 N. Carson St			Site Contact Diana LeBaron	Guests 28 (Act)
Party Name Fujii Golf	Sales Rep Mike Eskuchen	Theme Golf	Venue Wolf Run	

The event is confirmed once the signed contract and the initial deposit towards fees, unless otherwise contracted with DGM, have been accepted. The confirmed number of participants is due no later than 10 days in advance of the contracted date. If no final count is received prior to 10 days of the event date, the number of guests indicated on the initial contract will be the guaranteed number of participants. The final participant count must not exceed the original contracted amount without written acceptance from DGM. Any cart damage above and beyond normal wear and tear is the responsibility of the group leader. Final payment is due PRIOR TO TEEING OFF, unless otherwise contracted with DGM.

Golf Course(s) and Starting Time(s)

Description	Start	End	Serving	Banquet Room	Setup Style
Wolf Run	8:30 am	1:00 pm	NA	Wolf Run	Modified Shotgun
Dayton Valley	8:30 am	1:00 pm	NA	Dayton Valley	Shotgun

Fees

Food/Service Items	Price	Qty	Total
<u>Wolf Run - 6/26/2018 - 8:30 am</u>			
Wolf Run Fees	55.00	28	1,540.00
<u>Dayton Valley - 6/27/2018 - 8:30 am</u>			
Dayton Valley Fees	50.00	28	1,400.00

	Food	Beverage	Liquor	Equipment	Labor	Room	Other	Total
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00	2,940.00	2,940.00
Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	2,940.00	2,940.00

_____	_____
Client	Date
_____	_____
Sales Representative	Date

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Please send payment to: Duncan Golf Management - Attn: Mike Eskuchen
1400 W. Off Road Reno NV 89511
Phone: 775 544-7095, FAX: 775 851-4403

EXHIBIT 6



PROPOSER QUALIFICATIONS FOR

RUBY VIEW GOLF COURSE

MANAGEMENT SERVICES | OCTOBER 15, 2020

RFP GOLF PROFESSIONAL AND/OR MANAGEMENT SERVICES



EXECUTIVE SUMMARY

500 Skokie Boulevard | Suite 444
Northbrook, Illinois 60062
(847) 291.9666 tel

October 12, 2020

Elko City Clerk
Attn: RFP GOLF PROFESSIONAL AND/OR MANAGEMENT SERVICES
1751 College Avenue
Elko, NV 89801

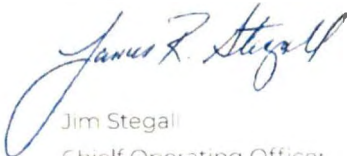
On behalf of KemperSports, I want to thank the City of Elko for the opportunity to present our capabilities and experience to provide professional golf management services for Ruby View Golf Course. We are genuinely excited about the possible opportunity to partner with the City of Elko to evaluate the current operations of the golf course, participate in the long-term strategic plan and provide our professional management services and recommendations on strengthening the business model for Ruby View Golf Course.

KemperSports has been partnering with government and municipal agencies for the last 40 years, providing a creative and customized approach to each facility and addressing their goals and objectives. As a current partner with many other municipalities, we understand the attention to detail required to provide best management practices and delivering a high-quality guest experience that the entire community of Elko can be proud of each and every day. It's our people and their passion for what we do every day that has led to so many municipal organizations to trust us with their golf assets and operations as well as our ability to successfully manage more Top 100 golf courses than any other golf management company.

You will find KemperSports' extensive experience and success in municipal golf operations makes us the most qualified partner to operate and maintain the facilities for the City. Our proposal is organized to provide you with an introduction to KemperSports, our philosophy and management practices, as well as ideas for maximizing the potential of the facilities.

Thank you again for allowing KemperSports the opportunity to submit our proposal for your consideration. I am enthusiastic about the opportunity to earn your business and look forward to presenting our capabilities and answering any further questions you may have.

Sincerely,



Jim Stegall
Chief Operating Officer
KemperSports

Why municipalities are hiring management companies

- Management Team Oversight
- Clubhouse Operations
- Golf Course Maintenance
- Sales & Marketing Oversight
- Staff Training Programs
- Food & Beverage Operations
- Course Maintenance Practices
- Purchasing Power
- Strategic Partnerships
- Accounting Oversight
- Financial Management
- Human Resources
- Payroll & Employee Benefits



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BACKGROUND

KemperSports provides custom property management solutions to public and private clients in the leisure service industry. Since its founding in 1975, KemperSports' client portfolio has grown to include more than 100+ facilities employing 6,500 people across 14 states. Partners leverage KemperSports' national scale without sacrificing locally-focused solutions because of a core belief that "one size does not fit all."

Full service management is the core of KemperSports' service offering. Upon partnership or commitment, all operational and management duties are shifted to KemperSports, including the onboarding of all facility employees. Backed on your behalf, local, regional and national support resources are dispatched to enable efficient deployment of policies, procedures and programming in departments including, but not limited to, operations, maintenance, sales and marketing, food and beverage, accounting, payroll and human resources.



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National Scope



Local Focus

Golf/Hospitality
Management

Construction
Management

Event
Management

Public
Relations



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Family Owned **1978**
& Operated Since

6,500 Staff

100+ Facilities

26 States
& Mexico

ONE client
at a time

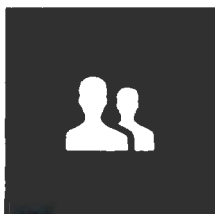


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KemperSports' Public Agency Clients				
	<u>Property Name</u>	<u>City</u>	<u>State</u>	<u>Client</u>
1	Black Gold GC	Yorba Linda	CA	City of Yorba Linda
2	Buenaventura GC	Ventura	CA	City of Ventura
3	Desert Willow Golf Resort	Palm Desert	CA	City of Palm Desert
4	Ollivas Links GC	Ventura	CA	Yolo County
5	Paradise Valley GC	Fairfield	CA	Yolo County
6	Rancho Solano GC	Fairfield	CA	Yolo County
7	Creekside GC	Modesto	CA	City of Modesto
8	Dryden Park GC	Modesto	CA	Yolo County
9	Ridge Creek Dinuba GC	Dinuba	CA	Yolo County
10	Swenson GC	Stockton	CA	City of Stockton
11	Wild Wings GC	Woodland	CA	Yolo County
12	CB Smith	Pembroke Pines	FL	Broward County
13	Golf Club at Cypress Head	Port Orange	FL	City of Port Orange
14	Bolingbrook GC	Bolingbrook	IL	City of Bolingbrook
15	Boughton Ridge GC	Bolingbrook	IL	City of Bolingbrook
16	Deerpath GC	Lake Forest	IL	City of Lake Forest
17	Harborside International	Chicago	IL	IL Port Authority
18	Vernon Hills GC	Vernon Hills	IL	Village of Vernon Hills
19	Meridian Center	Newton	KS	City of Newton
20	Sand Creek Station GC	Newton	KS	City of Newton
21	Timbers at Troy	Elkridge	MD	Howard County
22	Hodge Park GC	Kansas City	MO	City of Kansas City
23	Shoal Creek GC	Kansas City	MO	City of Kansas City
24	Tunica National	Tunica	MS	Tunica County
25	Ashbrook GC	Kenilworth	NJ	Union County
26	Galloping Hills GC	Kenilworth	NJ	Union County
27	The Learning Center & 9	Kenilworth	NJ	Union County
28	Warinanco Sports Center	Kenilworth	NJ	Union County
29	Heron Glen GC	Ringoes	NJ	Hunterdon County
30	Skyway GC	Jersey City	NJ	Hudson County
31	Rock Spring GC	West Orange	NJ	Township of West Orange
32	Sands Point GC	Sands Point	NY	Town of Sands Point
33	The Club at Sunrise	Las Vegas	NV	Clark County
34	Lawrence Yacht & CC	Lawrence	NY	City of Lawrence
35	Heron Lakes GC	Portland	OR	City of Portland
36	Colwood Golf Center	Portland	OR	City of Portland
37	Forest Creek GC	Round Rock	TX	City of Round Rock
38	Butterfield Trail GC	El Paso	TX	City of El Paso
39	Wilderness at Lake Jackson	Lake Jackson	TX	City of Lake Jackson
40	Chambers Bay GC	University Place	WA	Pierce County
41	Lake Spanaway GC	Tacoma	WA	Pierce County
42	Forest Hills GC	La Crosse	WI	City of La Crosse
43	Blackhawk GC	Janesville	WI	City of Janesville
44	Riverside GC	Janesville	WI	City of Janesville
45	Nemadji GC	Superior	WI	City of Superior





STAFF QUALIFICATIONS

THE "EXECUTIVE SPONSOR" PROGRAM ALLOWS OUR CLIENTS TO COMMUNICATE ONE-TO-ONE WITH AN EXECUTIVE IN OUR CORPORATE OFFICE. MARK HOESING, SENIOR VICE PRESIDENT, IS THE EXECUTIVE SPONSOR FOR CITY OF MERIDIAN AND ENSURES A CONSISTENTLY HIGH-QUALITY CUSTOMER EXPERIENCE. HE WILL CONTINUE OVERSEE THE IMPLEMENTATION OF KEY INITIATIVES. MATT ALLEN WILL OVERSEE OPERATIONS AND MARY KATE ROHN WILL HEAD THE SALES AND MARKETING EFFORTS. THE TENURE OF THE KEMPERSPORTS AND PROPERTY STAFF TEAMS IS UNMATCHED, WITH PROPERTY STAFF HAVING A REMARKABLE, COMBINED 100+ YEARS OF EXPERIENCE AT THE FACILITIES.



MARK HOESING (EXECUTIVE SPONSOR)

SENIOR VICE PRESIDENT, OPERATIONS

Mr. Hoelsing, based in Scottsdale, AZ, serves as Senior Vice of Operations. He has more than 20 years of industry experience developing and operating facilities nationwide, including significant involvement in the construction and growth of 2015 U.S. Open host site, Chambers Bay. Mr. Hoelsing first joined KemperSports in 1999 where he grew his career from a General Manager to eventually overseeing a large number of West Region properties.

MATT ALLEN

REGIONAL VICE PRESIDENT, OPERATIONS

Mr. Allen is a two-decade veteran of KemperSports. Starting his career at Bandon Dunes, he quickly developed into an executive leader and transitioned to become the General Manager of Chambers Bay, where he oversaw the preparation for and execution of the 2015 U.S. Open. His scope of managerial expertise expanded to include additional properties for Pierce County, WA, and most recently, to Regional Operations Executive for KemperSports' Pacific Northwest and Northern California properties.



KYLEN TREVOR

REGIONAL SALES & MARKETING DIRECTOR

Mr. Trevor brings several years of marketing and sales experience in the golf industry and will be responsible for supervising the sales and marketing efforts at Mike Grove. During his tenure, he successfully increased golf outing and banquet revenues at both properties, as well as championed website redesign projects to improve their digital marketing. He has been highlighted by KPM for his accomplishments and event sales experience.



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DEPARTMENTAL EXPERTISE

KEMPERSPORTS LEVERAGES ITS SCALE AND DEPARTMENTAL EXPERTISE TO PROVIDE EACH PARTNER WITH GUIDANCE AND SUPPORT IN ALL AREAS OF THE OPERATION. SUBJECT MATTER EXPERTS CURATED DECADES WORTH OF EXPERIENCE INTO A COMPREHENSIVE POLICIES AND PROCURES GUIDE WHICH INFORMS AND PREPARES DEPARTMENT HEADS. THESE EXPERTS ARE AVAILABLE TO CONSULT WITH THE ONSITE TEAM TO DELIVER THE BEST POSSIBLE RESULTS.



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SCOPE OF SERVICES

KEMPERSPORTS CONTINUALLY REFINES ITS 40-YEAR REPERTOIRE OF "BEST IN CLASS" MANAGEMENT PRACTICES TO NOT ONLY KEEP PACE WITH, BUT ANTICIPATE, INDUSTRY CHANGES. THE FOLLOWING SECTIONS EXPLAIN OUR APPROACH IN SIX MAJOR VERTICALS OF GOLF COURSE MANAGEMENT.



OPERATIONS

Inside and outside services including reservations, merchandise, and logistics



MAINTENANCE

Course conditions and environmental conservation and sensitivity



FOOD & BEVERAGE

A la carte, outing, event and on course services



SALES & MARKETING

Market analysis, social media targeted campaigns and promotions



HUMAN RESOURCES

Transition, onboarding, benefits, and payroll



ACCOUNTING & FINANCE

Bookkeeping, reports, compliance, and audits



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OPERATIONS

WITH THE LEADERSHIP OF THE GENERAL MANAGER, SUPPORT OF THE KEMPERSPORTS HOME OFFICE AND GUIDANCE OF APPROPRIATE POLICIES AND PROCEDURES, THE STAFF WILL FEEL EMPOWERED TO FACILITATE A MEMORABLE CUSTOMER EXPERIENCE. OPERATIONAL GUIDELINES AND REPORTS ARE ACTIVELY MONITORED AND REFINED, INCLUDING TEE TIME MANAGEMENT, RETAIL OPERATIONS AND OUTSIDE SERVICES.



Services

TrueService Training

- Designed to enhance each staff member's communication and problem-solving skills. Sessions are administered by a TrueService Champion to build a culture of dialogue on improving customer service performance. TrueService increases motivation and engagement, improves knowledge and boosts employee confidence. In return, guests will feel more confident in the facility's performance and build better connections with the staff, leading to increased revenues and loyalty.

Revenue Management

- Effective reservations, tee sheet, third party distribution and patron flow management are critical to the customer experience.
- Negotiate for better trade time/commission rates with third party distributors (GolfNow, EZLinks, etc.)
- Dynamic pricing models and enhanced utilization of "white space" allow for a more efficient use of the course and increased revenues.

Merchandising

- Strategic determination of appropriate product mix, quantity and appearance.
- Utilization of an Open-to-Buy plan to reduce occurrence of surplus or deficient product inventories

Carts

- Monitor appropriate maintenance schedule and ensure maximum fleet uptime and utilization.
- Advocate on our partner's behalf for efficient, effective customer service from vendor partners.

Outings

- Create a memorable experience for all outing coordinators and guests.



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MAINTENANCE

KEMPERSPORTS FACILITIES PROVIDE "BEST IN CLASS" COURSE CONDITIONS BY UTILIZING PRECISE OPERATING STANDARDS AND ENVIRONMENTALLY-SENSITIVE PRACTICES. REGIONAL EXECUTIVES AND AGRONOMY SPECIALISTS PARTNER WITH THE ONSITE SUPERINTENDENT TO ESTABLISH QUALITY BENCHMARKS AND RISK MITIGATION STRATEGIES.



Services

Green to a Tee

- Proprietary, multi-level certification program which focuses on environmentally-friendly practices in habitat management, water and fuel conservation, energy usage and recycling. Green to a Tee demonstrates our dedication to the environment, saves money, and has a positive impact that reaches beyond the property. Not only do we place specific value on maintaining a clean environment at our facilities, but also recognize that it enhances the customer experience.

Standard Operating Procedures

- Establish policies and procedures consistent with your expectations and budget compliance
- Maintenance programs for mowing, top dressing, watering, seeding, fertilizing, aerification, disease infection, weed control, fungicide applications, insecticide applications and herbicide applications

Continuing Education

- Strategic partners in maintenance and agronomy offer various educational opportunities, including webinars and onsite visits, which allows the team to maximize the utility of their products and provide updates on industry-leading advancements.

Safety National

- Developed in partnership with Aon Insurance, this unique program identifies cost savings opportunities by having routine internal safety audits and action plans to ensure standard compliance.
- Commitment to provide a safe, efficient and healthy environment for our staff and guests.



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PROGRAMMING

PLAYER DEVELOPMENT PROGRAMMING STIMULATES SUSTAINABLE REVENUE GROWTH. PROGRAMS SUCH AS GET GOLF READY INTRODUCE ADULTS TO THE GAME IN A FUN AND SOCIAL SETTING. STUDENTS ARE TYPICALLY READY FOR CONSISTENT GOLF ACTIVITY AFTER JUST 4 OR 5 CLASSES. ON AVERAGE, GOLF-RELATED SPENDING FROM GRADUATES APPROACHES \$1,500 FOLLOWING THE PROGRAM. RESEARCH ALSO SHOWS HIGH LOYALTY RATES AMONG GRADUATES, WHO TEND TO PLAY AND PURCHASE EQUIPMENT WHERE THEY LEARNED THE GAME. ALL KEMPERSPORTS FACILITIES UTILIZE PLAYER DEVELOPMENT PROGRAMS, WHICH HAVE SIGNIFICANT SHORT AND LONG-TERM BENEFITS.



Junior Golf Programs

- Junior camps
- Cross-promotional programs with rec centers
- PGA Junior League
- Youth On Course
- Bring your Daughter/Son Day
- Family golf rates
- First Tee



Adult Programs

- Get Golf Ready
- No Embarrassment Instructional League
- Themed instruction nights including F&B
- Beginner golf programming and events



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FOOD AND BEVERAGE

ONCE THE FOOD AND BEVERAGE DEPARTMENT RE-OPENS, IT PROVIDES A TREMENDOUS OPPORTUNITY TO CAPTURE REVENUE, FROM GOLFERS TO EVENTS AND BANQUETS. APPROPRIATE STAFFING AND TRAINING, ALONG WITH AN EFFICIENT COSTING AND ORDERING STRATEGY, ALLOWS THE CUSTOMER TO HAVE A COMPLETE EXPERIENCE, WHILE OFFERING THE PROPERTY AN ADDITIONAL REVENUE STREAM. ACCESS TO KEMPERSPORTS NATIONAL VENDORS ALLOWS FOOD AND BEVERAGE OPERATIONS TO LOWER COST OF GOODS WHILE MAINTAINING OR INCREASING THE QUALITY OF THEIR OFFERINGS.



Services

Quick-Service Outlets

- Snack stands and other quick-service outlets provide golfers with convenient, grab-and-go items that maintain pace of play and can be mobilized in multiple areas (i.e. range, beverage cart, etc.)

A La Carte Dining

- A la carte dining, provides additional space to serve a broader range of customers.
- Themed nights and programmed dinners create unique experiences, leading to repeat business

Banquets/Events

- Creative space utilization and menu planning enables the flexibility to accommodate a range of event types (showers, luncheons and weddings).

Menu Strategy and Costing

- Thoughtful menu offerings in all three categories require the collective input of onsite and regional team members to match menu items to their customers in an economically-sustainable manner.
- Utilization of National Partner programs help reduce food cost and provide easy-to-adapt technological tools to conceptualize and streamline the menu creation process

Certification and Licensing

- KemperSports develops and enforces appropriate food safety standards and protocols, ensuring that supervisors are appropriately trained in food storage, preparation and serving methods
- In-house legal and administrative support aid in the acquisition, compliance and renewal of any liquor licensing requirements.



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SALES AND MARKETING

REVENUE GOALS HINGE ON PROACTIVE EFFORTS TO PROMOTE ROUNDS AND EVENT SALES. KEMPERSPORTS WILL DEVELOP A CUSTOMIZED SALES AND MARKETING PLAN TO RETAIN AND ATTRACT GOLFERS. WITH THE SUPPORT OF OUR LOCAL AND REGIONAL TEAM, WE WILL CONDUCT INTERNAL AND EXTERNAL ANALYSES UTILIZING OUR LOCAL GOLF MARKET INTELLIGENCE. FINDINGS WILL IDENTIFY HOW TO UNIQUELY POSITION THE CLUB IN THE COMMUNITY, BASED ON A CLEAR VISION THAT DEFINES THE FACILITY'S UNIQUE VALUE.

Services

Marketing Plan Development and Implementation

- The Regional Sales and Marketing Director collaborates with onsite staff to develop and implement a marketing plan that aligns with your expectations
- Monthly marketing reports provide status updates on budget, bookings, rounds, revenue, and social media metrics.

Targeted Marketing Campaigns

- Using data aggregated from the National Golf Foundation, the Sales and Marketing team is able to pinpoint marketing efforts by attributes such as income household density and golfing households

Social Media Strategy and Engagement

- Effective customer engagement through social media channels is vital to branding efforts
- KemperSports utilizes industry-leading social media tools to quantify impact and engagement

Website Design and Analytics

- Assist with development of a responsive, engaging and optimized website to allow customers easy access to course information, reservations and data.



Sample Monthly Marketing Report



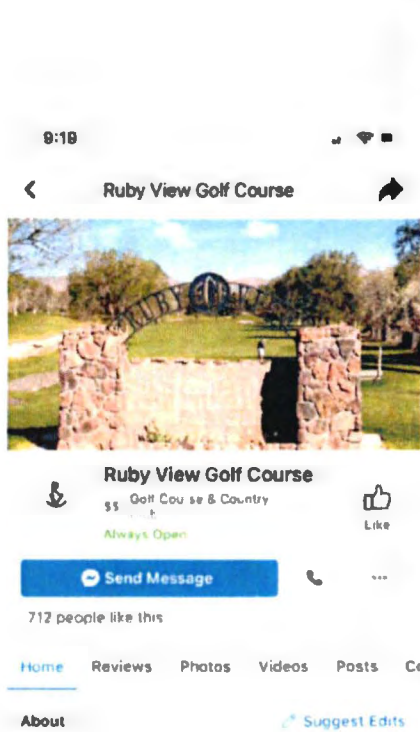
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SOCIAL MEDIA

CONNECTING WITH VARIOUS GROUPS OF GOLFERS AND FOOD AND BEVERAGE PATRONS REQUIRES A THOUGHTFUL APPROACH TO SOCIAL MEDIA. KEMPERSPORTS CREATES SOCIAL MEDIA STRATEGIES THAT RATE HIGHLY IN QUALITY, CADENCE, ENGAGEMENT, RESPONSIVENESS AND THE ABILITY TO GROW FOLLOWERS.



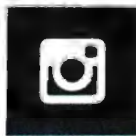
FACEBOOK

- Connects to a broad range of demographics
- Optimized for business information and reviews
- Enables display of "calls to action"
- Targeted advertising and engagement analytics



TWITTER

- Ideal for short message announcing updates/news
- Optimized for use with hashtags
- Utilization of polling allows for immediate feedback



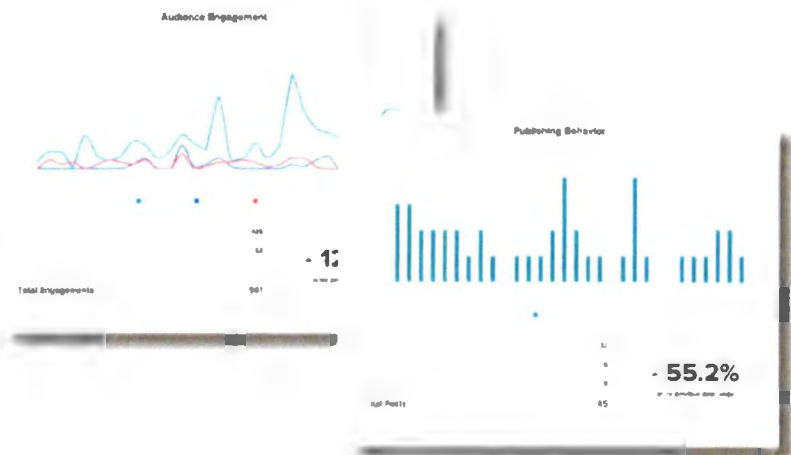
INSTAGRAM

- Highlight course and user-generated imagery
- Easily post Instagram content to other platforms
- Tagged account and location leads to engagement

GENERATE
CONTENT

ENGAGE
AUDIENCE

ANALYZE
RESULTS



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WEBSITE DESIGN AND ANALYTICS

THE SALES AND MARKETING TEAM WILL AUDIT AND ADAPT THE COURSE WEBSITE TO INCLUDE HIGH-QUALITY, RESPONSIVE CONTENT THAT IS OPTIMIZED FOR SEARCH AND MOBILE FORMATS. TRAFFIC GROWTH HELPS INCREASE ONLINE BOOKINGS DIRECTLY ON THE WEBSITE VERSUS THIRD PARTY DISTRIBUTION PLATFORMS.

IMAGERY

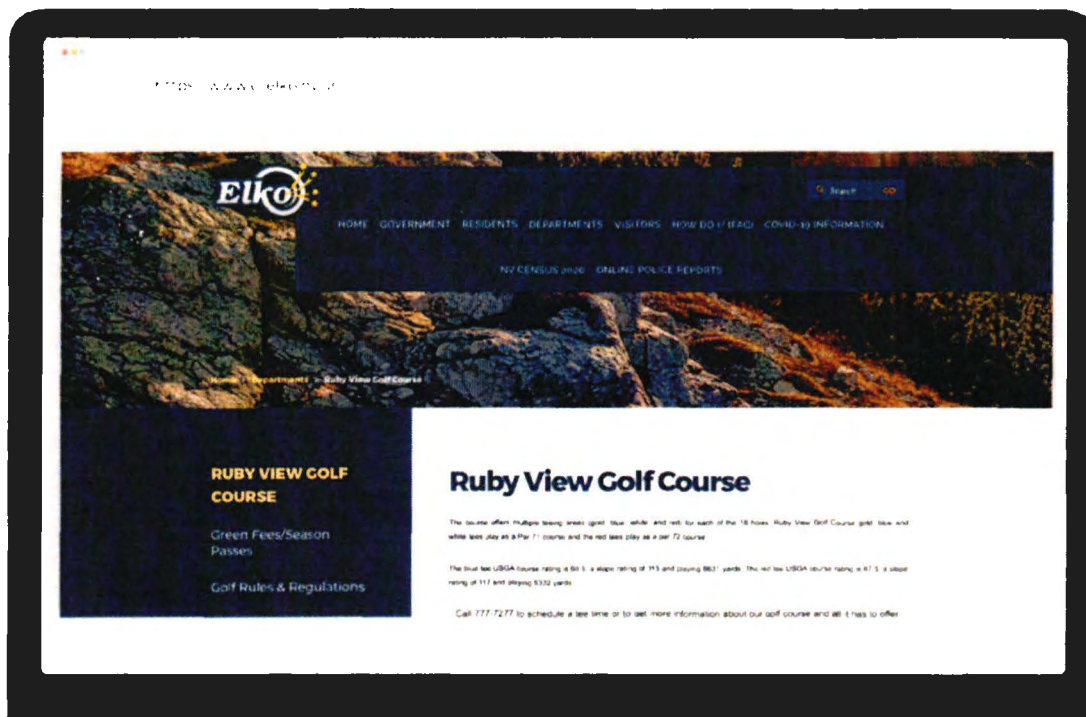
High-quality images of the course, clubhouse, event spaces and other amenities allow potential customers to get a better understanding of the value proposition and establishes a consistent brand message. Images can be repurposed for marketing materials, social media posts and advertising.

ACTIONS

Creating an easy-to-use "call to action" facilitates user engagement and expedites behavior flow. Actionable content includes booking tee times, event inquiries and one-click access to social media outlets. Trackable actions allow for behavioral analysis and real-time adjustments to capitalize on trends.

PROGRAMS

Segmented programming pages provide details on various offerings and allow for targeted audience analytics. Customer reviews, testimonials, FAQs and promotional videos capture attention and provide additional information on upcoming programs, such as Player Development and Adult Lessons.



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TECHNOLOGY AND MARKETING

EFFICIENT, EFFECTIVE TECHNOLOGY IMPLEMENTATION IS VITAL FOR BOTH INTERNAL AND EXTERNAL PARTIES. KEMPERSPORTS PRIDES ITSELF IN ITS ABILITY TO WORK WITH OUR TECHNOLOGY PARTNERS AND SALES & MARKETING TEAMS TO USE TECHNOLOGY TO NOT ONLY COMMUNICATE WITH OUR CUSTOMERS, BUT ALSO QUANTIFY ITS IMPACT.



sproutsocial



UltiPro



EZLINKS

EZLINKS IS KEMPERSPORTS PREFERRED PARTNER FOR POS TECHNOLOGY. KEMPERSPORTS CAN PROVIDE A NEGOTIATED, CASH-BASED FEE FOR THE USE OF THE SYSTEM. PROVIDING IN-DEPTH USER TRAINING WILL HELP RESOLVE THE CURRENTLY-UNDERUTILIZED EZLINKS SYSTEM. TRAINING OUR EMPLOYEES ON THE IMPORTANCE OF GATHERING CUSTOMER DATA WILL BE PRIORITIZED.

TRUEREVIEW

PROPRIETARY SURVEY TECHNOLOGY THAT UTILIZES CUSTOMER EMAILS TO REQUEST AND ANALYZE CUSTOMER FEEDBACK.

SOCIAL MEDIA

SUPERIOR DEMOGRAPHICS FAVOR FACEBOOK AS A PRIMARY SOCIAL CHANNEL. INCREASED FACEBOOK POSTS, PUSHED THROUGH TO INSTAGRAM, WILL HELP MAINTAIN AN ACTIVE PRESENCE AND CREATE ENGAGEMENT, AS WELL AS TARGET TOURISTS. TWITTER WILL BE DEPRIORITIZED, BUT STILL HAVE AN ACCOUNT.

SPROUT SOCIAL

ALLOWS FOR AUTOMATED POSTING AND SOCIAL ANALYTICS. UNDERSTANDING WHICH POSTS CREATE THE MOST ENGAGEMENT WITHIN THE KEY FEEDER MARKETS WILL INFLUENCE FUTURE SOCIAL STRATEGIES.

CHRONOGOLF BY LIGHTSPEED

CHRONOGOLF BY LIGHTSPEED CONNECTS EVERY SIDE OF YOUR OPERATION ON ONE CLOUD-BASED PLATFORM WHILE LEVERAGING A COMPREHENSIVE SUITE INCLUDING POS, EMAIL, WEBSITE & BUSINESS INTELLIGENCE.

ULTIPRO

CLOUD-BASED HUMAN RESOURCE MANAGEMENT SOFTWARE TO BETTER ADMINISTER ONBOARDING, BENEFITS ADMINISTRATION, TIME MANAGEMENT, PAYROLL, AND ANALYTICS.

GREAT PLAINS

ACCOUNTING SOFTWARE WHICH ALLOWS FOR CUSTOMIZABLE FINANCIAL STATEMENTS WHICH ARE ABLE TO INTEGRATE WITH MULTIPLE POS SYSTEMS.

TARGETED MARKETING

TARGETED MARKETING EFFORTS MAXIMIZE THE POTENTIAL RETURN ON INVESTMENT FROM THE MARKETING BUDGET. MARKET INSIGHTS ALLOW US TO SEGMENT DATA BASED ON ZIP CODE, AGE, INCOME, EDUCATION, DISCRETIONARY SPENDING, GOLFING HOUSEHOLDS, INTERESTED GOLFERS AND HUNDREDS OF OTHER DATA CATEGORIES.



Market data allows the Sales and Marketing team to produce reports including:

- S.W.O.T. Analysis
- Market Summary
- Unique Selling Proposition
- Competitive Rate Review
- Local partnership opportunities

NGF Reports/Metrics include:

- Zip Code Analysis
- Key Market Indicators
- Supply/Demand
- Income
- Age
- Discretionary Spending
- NGF Facilities
- Latent Demand
- Golfing Households
- Golf Retail Facilities
- Demographic Trends



Sample Market Data Report



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HUMAN RESOURCES

RESPONSIBLE FOR HIRING, EMPLOYING, MAINTAINING AND TRAINING ALL STAFF. WE WILL SEEK TO "RETAIN AND RETRAIN" THE MAJORITY OF EXISTING STAFF TO ENSURE CONTINUITY OF SERVICE AND COMMUNITY GOODWILL. OUR GOAL IS TO BUILD A PASSIONATE OPERATIONS TEAM WHICH ENSURES UNCOMPROMISING CUSTOMER SERVICE.



1

TRANSITION

Human Resources team members assist with all transition logistics, including employment transfer, payroll setup and implementation, and staff training. KemperSports' "retain and retrain" methodology maximizes the number of transitioned employees and minimizes services disruption.

2

RECRUITMENT

Recruiting the right team starts by looking in the right places. The human resources team assists owners and general managers with identifying the best candidates and facilitating the interview process, culminating in the hiring and onboarding of key personnel.

3

BENEFITS ADMINISTRATION

Because facility staff become employees of KemperSports, they gain access to an array of benefit choices, including medical, dental, vision and 401(k) benefits. The Drive to Wellness campaign encourages healthy living and provides various premium discounts.



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TRUESERVICE™ – THE CUSTOMER SERVICE EXPERIENCE

KEMPERSPORTS IS THE RECOGNIZED CUSTOMER SERVICE LEADER BECAUSE OF A PROGRESSIVE APPROACH TO ENSURING EVERY MEMBER AND GUEST FEELS APPRECIATED WITH EVERY STAFF INTERACTION. TRUESERVICE™ MEANS CONSISTENTLY GOING THE EXTRA MILE TO ASSURE CUSTOMER SATISFACTION.



“

It's the courses that get golfers to come, but it's the people that get them to come back.

- Mike Keiser, Customer since 1998 | Owner, Bandon Dunes Golf Resort

”

Our True Service program is designed to improve and enhance each staffer's communication skills with customers and fellow staff members. The program is administered by our operations group and involves on-going education. The TRUESERVICE™ strategy is a commitment to achieving personal relationships with customers in order to take the facility to the highest level of operating professionalism and financial success as permitted by the budget.

The primary purpose of TrueService is to create an atmosphere in which each staff member is encouraged to do something above and beyond “normal” service for customers and co-workers. The objective of the program is to accomplish growth the following goals: number of rounds played, customer retention, club utilization, banquet and special events, golf shop sales, food and beverage sales and word-of-mouth marketing.



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ACCOUNTING & FINANCE

FINANCIAL TRANSPARENCY AND ACCOUNTABILITY IS A HALLMARK OF KEMPERSPORTS' SERVICE OFFERING. CORPORATE AND ONSITE ACCOUNTING TEAMS PROVIDE PARTNERS WITH A VARIETY OF REPORTS DETAILING AND SUMMARIZING ACTIVITIES IN ALL FACETS OF THE OPERATION.

EXPENSE MANAGEMENT

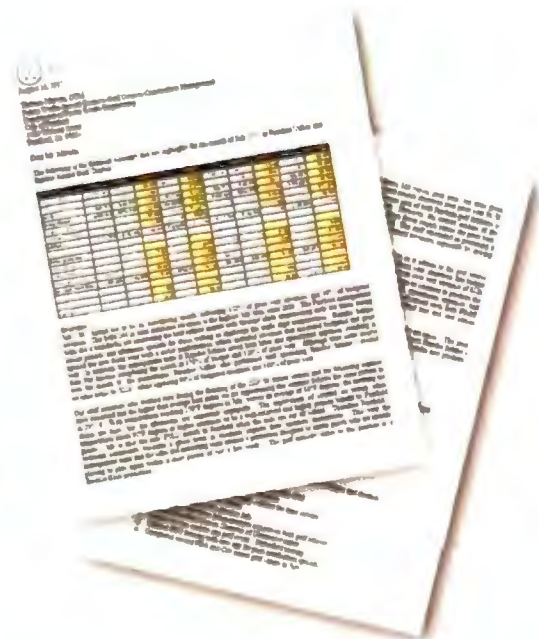
KemperSports provides several proven systems to achieve revenue and budget goals. With the support from the KemperSports regional operations team and home office accountants, the onsite staff will benefit from having proper standard operating procedures as a guideline for improved management controls

INVENTORY

Proper inventory counts provide management with the ability to make accurate decisions and monitor the health of the business. The General Manager will implement systematized inventory training and procedures to enhance the accuracy of inventory reports.

REPORTS

Accounting can provide weekly and/or monthly profit and loss statements and other financial information for review and discussion in the regular monthly meeting. Standard financial reports include weekly flash reports, detailed profit/loss statements and summary financial reports.



Sample Monthly Center Report



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PURCHASING

KEMPERSPORTS HAS PURCHASING RELATIONSHIPS WITH STRATEGIC PARTNERS IN GOLF COURSE MAINTENANCE (EQUIPMENT AND SUPPLIES), GOLF CARTS, GOLF SHOP MERCHANDISE, CLUBHOUSE, LODGING AND FOOD AND BEVERAGE SUPPLIES, ETC., TYPICALLY RESULTING IN SIGNIFICANT SAVINGS.

In addition to savings, KemperSports' strategic partners provide unmatched customer service at the local, regional and national levels



EZGO
A Textron Company

BAYER

TORO

SiteOne
LANDSCAPE SUPPLY

NIKE GOLF

ANTIGUA

GRAINGER
FOR THE ONES WHO GET IT DONE

US. FOODS
KEEPING KITCHENS COOKING

syngenta

PEP'sICO

Imperial
SINCE 1910

CUTTER & BUCK

\$50,000
AVERAGE
SAVINGS

\$7 MILLION
TOTAL ANNUAL
SAVINGS

PREMIER

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PARTNERSHIP WITH KEMPERSPORTS

FOR MORE THAN 40 YEARS, KEMPERSPORTS HAS ESTABLISHED BENCHMARKS IN GOLF COURSE MANAGEMENT OPERATIONS. IT IS OUR MARKETING PROWESS, ABILITY TO CUSTOMIZE OUR APPROACH TO FIT YOUR OBJECTIVES, BEST MANAGEMENT PRACTICES AND UNSURPASSED CUSTOMER SERVICE THAT HAVE ENABLED OUR PROPERTIES TO EXCEED EXPECTATIONS. WE BELIEVE KEMPERSPORTS IS THE COMPANY BEST QUALIFIED TO BE YOUR PARTNER FOR THE FOLLOWING REASONS:



— Experience

We are a family-owned company with proven success of long-term partnerships. We partner with nearly 100 entities across 24 states to rejuvenate multi-dimensional revenue streams for consistent cashflow.

— Approach

We provide consistent, transparent reporting and communication, which enables real-time oversight and controls. Actionable feedback from you and customers allow us the flexibility to quickly adapt to market conditions.

— Advocacy

Positive golfing experiences parlay into future growth and revenue opportunities. We are heavily focused on growing the game of golf with our Player Development Best Practices, which develops long-standing customer loyalty and sustainable revenues.

— Service

Each employee is required to conduct themselves in a professional manner and be trained in KemperSports' proprietary True Service™ program, which supports the primary goal of enhancing customer experience and enjoyment.

UNIQUELY DEDICATED



DISTINCTLY DIFFERENT



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KEY BUSINESS TERMS

MANAGEMENT AGREEMENT	
Length	3-5 Years
Renewal Options	TBD
FINANCIAL COMPENSATION	
Annual Base Fee	\$72,000 Annually
Incentive Compensation:	TBD
Other Fees: (Where No Fees stated, amount is allocated in annual operating budget)	
Administration	None
Corporate Management Fee Per Visit, including estimated expenses	No Fee for visit – Expenses part of annual operating budget estimate
Information Technology	No Fees
KemperSports Email	\$50 annual fee per key department employee(s) needing access
Marketing/Advertising	No Fees
Payroll Processing	No management fee, processing fees are outlined in operating budget
Procurement	No Fees, Client receives all discounts
Out of pocket reimbursements such as travel, courier, costs of recruitment, etc	No additional fees, expenses budgeted for in the annual approved operating budget



APPENDIX - REFERENCES

Property Name: Forest Creek Golf Club
Organization: City of Round Rock
City/State: Round Rock, Texas
Contact Person: Brian Stillman
Contact Number: (512) 218-6607
Contact Email: bstillman@roundrocktexas.gov
Contact Title: Sports Facilities & Operations Manager

Property Name: Chambers Bay / Lake Spanaway
Organization: Pierce County, Washington
City/State: Tacoma, Washington
Contact Person: Roxanne Miles
Contact Number: (253) 798-4007
Contact Email: roxanne.miles@piercecounitywa.gov
Contact Title: Director, Pierce County Parks

Property Name: Heron Lakes/Colwood
Organization: City of Portland
City/State: Portland, Oregon
Contact Person: Vincent Johnson
Contact Number: (503) 318-1432
Contact Email: vincent.johnson@portlandoregon.gov
Contact Title: Director of Golf



REQUEST FOR PROPOSAL
GOLF PROFESSIONAL AND MANAGEMENT SERVICES FOR
RUBY VIEW GOLF COURSE, ELKO, NEVADA

SUBMITTED BY SWING HARD, INC – GOLF MANAGEMENT
BRENT FLESHMAN, PRESIDENT, SWING HARD, INC &
CLASS 'A' PGA LIFETIME MEMBER

COMPANY DESCRIPTION

Thank you in advance for your consideration on the following proposal. My name is Brent Fleshman, President of Swing Hard Inc and have been in Golf Course Management since 1996. I have reached the Quarter Century Club of PGA Membership and have obtained the level of Lifetime Membership status. The golf business began for me at the age of 15 and haven't left it in 33 years. I have found that there's nothing more satisfying then to work in a field where people come to you to have fun.

The direction of Golf Course Management started for me at Terrace Lakes Resort, Garden Valley, Idaho in 1996 and Swing Hard Inc was formed in 1999. Thru 2006, I was managing all aspects of a busy semi private resort from green fees, carts, merchandise, driving range, lessons, tournaments, accounting, bookkeeping, full service food & beverage and employees.

In 2006, the full lease operation of Jackpot Golf Club, Jackpot, Nevada became available and a proposal was sent in and accepted. For the past 15 seasons, Swing Hard Inc has been working and building Jackpot Golf Club into the great facility that it is today. Every penny that comes through the door is managed and overseen in every possible aspect of a busy public course.

As a PGA Professional and President of Swing Hard Inc, I would relish the opportunity to continue my company's growth to include Ruby View Golf Course. With my staff that I have personally trained and managed, it would be a perfect fit for this similar Northern Nevada golf course. I am very familiar with the demographic of guests that would frequent the course and with the buying power of two very busy golf courses in a relative close proximity, pricing and the greater availability of quality merchandise would be very advantageous to all.

Currently, Swing Hard Inc finances and operates a \$750k business of Jackpot Golf Club and we have sustained that now for almost 16 years. Ruby View Golf Course has very similar numbers so adding to the portfolio would be a very easy transition for all parties involved. Swing Hard Inc has a perfect business rating and myself, Brent Fleshman, has credit in the low 800s. My staff and I are very good at what we do and would enjoy the challenge of bringing numbers back to levels expected for Ruby View Golf Course.

I confirm that my company and myself meets all required minimum qualifications.

1. Class 'A' PGA Member Classification is guaranteed.
2. Qualify as Independent Contractor.
3. Same insurance is obtained for current course. Letter from insurance agency that all expected liability levels asked can be procured and forwarded upon request.
4. All taxes paid and in good standing. State of Nevada could forward any letters upon request.
5. All permits and licensing in good standing. Current Business, Health and Liquor licenses could be forwarded upon request.
6. Current Covid-19 protocols are already in place and will be continued as directed.

EXPERIENCE

As provided in my company description, Swing Hard Inc and myself are highly qualified to help elevate Ruby View Golf Course into a new level. Every year is a learning experience and from the past 25 years, I have gained the knowledge, experience and qualifications to grow and maintain the product that you are offering and will be able to help the city to a peace of mind by not having to worry about the golf course. That will be my job to take the daily stress and concern away from a busy course.

- 2006 to current. Lease and total management of Jackpot Golf Club, Jackpot, Nevada. Contact: Cash Minor, Assistant County Manager, CFO, Elko, Nevada. (775) 753-7073.
- 1996 – 2006. Management of Golf Operations, Food & Beverage. Terrace Lakes Resort, Garden Valley, Idaho. Contact: Lonnie Bramon, Owner. (208) 863-7455.
- 4-time, PGA Merchandiser of the Year, Public and Resort.

PROPOSED PERSONNEL

Proposing exact personnel is a guessing process as it will be based on learning the nuances of Ruby View Golf Course. In general, personnel chart would be as follows.

General Manager – Brent Fleshman

Overseeing day to day operations. Hiring / firing / accounting / bookkeeping / event bookings
merchandising / tournaments / payroll / billing / food & beverage.

Head Professional – Class A

On site Professional. In charge of management operation of golf shop / outside services / food & beverage when GM is not available. Overseeing full lesson & junior program.

Assistant Professional – Class A or in program to be.

Assisting in all management operations as needed and lesson & junior program.

Shop Assistants – TBD. Also, could be helping in bar / restaurant.

Bar / Food & Beverage – TBD. Based upon busy times. Cook / server / bartender.

Outside Services – Cart / Range personnel. Hopefully, high school golf team players.

Drink Cart Services – TBD. Busy times / leagues / tournaments.

Course Marshall – Retired person that loves golf.

- No personnel will be employees of the City of Elko.

FOOD & BEVERAGE CONCESSION

The food & beverage will be operated in the best possible manner that supports the guests as well as sustaining profitability. As all courses are different, what is served will be dictated on a daily learning curve. What has been served will be taken into account, as well as on going suggestions from customers. Based upon the available space of kitchen area and sitting area, mostly light to medium fare size and priced food will be offered. As it is foremost a golf course, a speedy turn around for food prep will be number one concern. We will also be able to provide large group meals for any socials, benefits, fundraisers, BBQ's, tournaments, etc. The cocktail lounge will provide all major offerings at reasonable pricing to help limit the amount of private product that could be snuck onto the course. Vending machines can be provided as a need basis. Popular product will be stocked.

For a proposed menu, 'speed and need', will be the major component of putting a menu together. Breakfast options will include egg, meat and bread options. Lunch items will include burgers, salads, sandwiches, fried foods and other items that can be made at all times of the day as well as be incorporated with breakfast options. Food waste is the number one loss leader of the restaurant business, so being able to incorporate the menu throughout the day with similar ingredients will help a bottom line and sustainability. Hours of operations should be open during all golf course hours and closed at dark. These hours will also be a learning curve to see how the restaurant and bar are utilized by the guests.

PRO SHOP

The pro shop will be operated in the professional way that is expected from a busy golf course. With the experience that my company would be bringing you, the least of your worries would be how the pro shop and course is ran. We will be staffed at all times with knowledgeable personnel that will be able to always answer a question or concern. A computerized booking, inventory, sales and tee time system will be operating to help ensure exact numbers at any time. Our number one goal will be filling the tee sheet and everything we will do will help the fulfillment of that. What we want to never happen, is the person that shows up once and never comes back.

Inventory that will be available for sale and rent, will include several major known brands and will include rentals, demos and items for sale and fitting services. Different brands and pricing of clothing will be available to help accommodate each guest's pocketbook. Accounts are already open with all major vendors and any sort of special order product will never be an issue. As a 4-time PGA of America, Merchandiser of the Year, I can assure you that any sort of reasonable want will be able to be accommodated. With the buying power that I can amass, pricing will be very reasonable in order to still maintain a profit but still give the purchaser a proper sale.

GOLF LESSONS & INSTRUCTION

Lessons, instruction and clinics will be a top priority. All golfers want to be better and as PGA Professionals, we have a love of helping players attain their goals. The Head Professional & Assistant Professional will be available daily for any instruction and a multitude of clinics will be offered to help the beginners and the ones that would rather learn in a group setting. All types of lessons will be offered such as individual, group, short game, course management, playing, etc.

Junior Golf is a major topic in the golf world and is also the future of golf. We can never get more golfers without starting with our kids. Programs will be abundant to help introduce our young ones to the game. While Junior Golf is a broad topic, we will organize it a way for all the abilities to learn and play, with different age groups, ability groups, 3 hole, 6 hole, 9 holes matches, short game challenges, family orientated tournaments and outings, prizes, etc. A goal of any successful golf course is managing on getting the whole family out playing golf. That would be considered a victory.

PROPOSED COMPENSATION STRUCTURE

After considerable review of the current Golf Professional Agreement and income that has been generated at the golf course, it's very apparent that a more mutually benefitting structure needs to be arranged, especially in the current world situation. The city is definitely taking the brunt of the losses and it probably would be tough to maintain at the current levels from the past couple years. There are a lot of checks and bills being passed back and forth, however the following proposal would curb most of that and make things easier for all involved. My proposal will even out any losses that could continue to happen with current world affairs, however in time it could benefit both parties to a great extent where this relationship could last far into the future. Proposal as follows:

Current Golf Professional Agreement could more or less stay the same, with the following changes:

- Delete the monthly concession fee and delete the \$15,000 annual payment for the contribution of fees or salaries for Assistant Professionals. This is close to a wash with actually more favorability going to the city.
- Delete the salary the city pays to the Golf Professional. Which is currently probably in the area of \$70k - \$80K. This will also save the city monies on the matching of withholdings.
- Delete the 20% of all gross cart rental revenue paid to the Golf Professional.
- In lieu of all deletions, Swing Hard, Inc would receive 17.5% of total revenue generated in all categories. Based on numbers provided from the past 4 years, this would be less of what the city currently pays out on existing contract. This will be beneficial for the city if there is a continued decline in revenue, the losses will be felt equally. This will also be beneficial for the city if the income increases, it will still be enjoyed equally with the percentage still staying the same. This proposal gives both parties a share in the game and whatever the future holds, neither of us would be hurting more than the other.

SUMMATION

In closing, thank you for the opportunity for the Proposal for Management Services of Ruby View Golf Course. I've played Ruby View over 100 times and have always enjoyed the challenge and quality of the course and facility. All the previous categories could be expanded upon and enlarged to multiple pages and paragraphs of writing, however what will earn your interest in my company will be it's experience with the entire top to bottom business of a busy golf course and the understanding of a Northern Nevada golf course and it's people. I am not big city or a corporate man. I am a Golf Professional that loves the game and loves bringing the enjoyment of the game to others. I hope to speak in person and be able to elaborate on any of the categories, ideas and be able to answer all questions.

A handwritten signature in black ink, appearing to be 'BF' with a long, sweeping horizontal line extending to the right.

Brent Fleshman
PGA, Class A Professional
President, Swing Hard, Inc Golf Management

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, discussion, and possible adoption of Resolution No. 30-20, a resolution approving a Memorandum of Understanding and Form Contract to be utilized for Cold Weather Shelters during Cold Weather Emergencies, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 8, 2020**
3. Agenda Category: **RESOLUTION**
4. Time Required: **10 Minutes**
5. Background Information: **As a possible means of providing shelter to homeless persons during periods of extreme cold weather staff is proposing the adoption of a Memorandum of Understanding and a Form Contract that could be utilized to rent hotel/motel rooms under NRS 332.112 on an as-available basis. 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: **Resolution 30-20**
9. Recommended Motion: **Adopt Resolution 30-20**
10. Prepared By: **Scott Wilkinson, Assistant City Manager**
11. Committee/Other Agency Review: **Legal**
12. Council Action:
13. Council Agenda Distribution:

**CITY OF ELKO
RESOLUTION NO. 30-20**

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING AND
FORM CONTRACT WITH HOTELS, MOTELS AND OTHER COMMERCIAL
LODGING FACILITIES FOR THE PROVISION OF EMERGENCY SHELTER TO
HOMELESS PEOPLE DURING COLD WEATHER EMERGENCIES**

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

WHEREAS, the terms “homeless person,” “homeless persons” and “homeless people,” as used in this Resolution, shall refer to an individual or individuals who lack a fixed, regular and adequate nighttime residence, and who uses or use as a primary nighttime residence a location that is a public or a private place not meant for human habitation, or a person or persons who is or are living in a publicly or privately operated shelter;

WHEREAS, the City has been and continues to be proactive in providing various forms of assistance to homeless people in the community;

WHEREAS, the Elko City Council has identified a community need to provide short-term emergency shelter to homeless people during extremely cold weather;

WHEREAS, owners and/or operators of local hotels, motels and other commercial lodging facilities have expressed a desire to let rooms for use by homeless people during cold weather emergencies;

WHEREAS, to enhance the level of cooperation between the City and Shelter Providers, and to improve effectiveness, the City has developed a program for providing emergency cold weather emergency shelter to homeless people (the “Program”), described more fully in a memorandum of understanding (the “MOU”);

WHEREAS, owners and/or operators of local hotels, motels and other commercial lodging facilities that sign the MOU are herein referred to as “Shelter Providers;”

WHEREAS, the Program shall be implemented through individual Cold Weather Emergency Homeless Shelter Service Agreements with Shelter Providers (hereinafter referred to as “Emergency Contracts”);

WHEREAS, the City intends to utilize the provisions of NRS 332.112 (Emergency Contracts) to let Emergency Contracts with Shelter Providers following the declaration of extreme cold weather events that may lead to impairment of the health, safety or welfare of homeless people if not immediately attended to (“Cold Weather Emergencies”);

WHEREAS, NRS 332.112 permits the City Council to appoint authorized representatives to determine that an emergency exists affecting the public health, safety or welfare, and to let a contract or contracts necessary to contend with the emergency without complying with the requirements of NRS Chapter 332.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE ELKO CITY COUNCIL that the MOU appended to this Resolution and the form Emergency Contact attached thereto are hereby approved;

IT IS FURTHER RESOLVED that the MOU shall promptly be signed by the Mayor and attested to by the City Clerk;

IT IS FURTHER RESOLVED that any owner and/or operator of a local hotel, motel or other commercial lodging facilities desiring to participate in the Program shall first sign the MOU;

IT IS FURTHER RESOLVED that authorized representatives shall be appointed by the City Council to declare Cold Weather Emergencies and to execute individual Emergency Contracts with Shelter Providers upon the occurrence of Cold Weather Emergencies;

IT IS FURTHER RESOLVED that all Emergency Contracts with Shelter Providers let pursuant to this Resolution shall be in a form previously approved by the City Council;

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

PASSED AND ADOPTED this ____ day of _____, 20 ____.

CITY OF ELKO

By: _____
REECE KEENER, MAYOR

ATTEST:

KELLY WOOLDRIDGE, CITY CLERK

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

**MEMORANDUM OF UNDERSTANDING
FOR
COLD WEATHER EMERGENCY HOMELESS
SHELTER SERVICES PROGRAM**

CITY OF ELKO, NEVADA

This Memorandum of Understanding (hereinafter the "MOU") is entered into between the City of Elko, Nevada, a municipal corporation and political subdivision of the State of Nevada (hereinafter the "City") and the following hotel, motel or other commercial provider of lodging:

(hereinafter the "Shelter Provider"). The City and the Shelter Provider may be referred to individually as a "Party" or collectively as "the Parties."

This MOU is intended to set forth the understanding of the Parties regarding the City of Elko Cold Weather Emergency Homeless Shelter Services Program.

R E C I T A L S

WHEREAS, the City has been and continues to be proactive in providing various forms of assistance to homeless people in the community;

WHEREAS, the Elko City Council has identified a community need to provide short-term emergency shelter to homeless people during extremely cold weather;

WHEREAS, a number of local hotels, motels and other commercial providers of lodging have expressed an interest in providing cold weather emergency homeless shelter services;

WHEREAS, the City intends to utilize the provisions of NRS 332.112 to let emergency contracts with Shelter Providers when extreme cold weather events may lead to impairment of the health, safety or welfare of homeless people if not immediately attended to.

NOW, THEREFORE, the Parties hereto express the following understanding regarding the provision of shelter to homeless people during Cold Weather Emergencies:

1. Definitions. The following definitions shall apply to this MOU:

A. Cold Weather Shelter: A room or rooms available for temporary use by a

homeless person during a Cold Weather Emergency.

- B. Homeless Person: An individual who lacks a fixed, regular, and adequate nighttime residence, and who uses as a primary nighttime residence a location that is a public or a private place not meant for human habitation, or a person who is living in a publicly or privately operated shelter.
- C. Cold Weather Emergency: A weather event, declared by the City, that is marked by extreme cold and the need to provide short-term emergency shelter to homeless people for a period of time as determined by the City.

The foregoing definitions shall apply to both the singular and plural, depending upon context.

2. City Functions. The City, through its Authorized Representative, City Manager or the City Council, will provide direction to and enter into a contract with the Shelter Provider regarding the placement of homeless people under the Cold Weather Emergency Homeless Shelter Services Program. The City intends to perform the following specific duties:

- A. Monitor the weather forecast, as appropriate, to determine when the outside ambient and wind chill temperature is forecast to be zero (0) degrees Fahrenheit or less.
- B. At its discretion, declare: Cold Weather Emergencies the duration of each declared Cold Weather Emergency; contact hotels, motels and/or commercial providers of lodging participating in the Cold Weather Emergency Shelter Program one (1) day in advance of a Cold Weather Emergency; and reserve available rooms for the duration of the declaration.
- C. Attempt to inform the homeless population of room availability and location(s) on a first-come, first-serve basis through Friends in Service Helping (FISH), social media and other means as is determined to be appropriate by the City.
- D. Enter into individual contracts with Cold Weather Shelters in accordance with the requirements of NRS 332.112.
- E. After each Cold Weather Emergency, provide a report to the Elko City Council at its next regularly scheduled meeting.

3. Shelter Provider Functions.

- A. As a participant in the Cold Weather Emergency Homeless Shelter Services Program, the Shelter Provider will be expected provide rooms on

an as- available basis for occupancy by homeless people during Cold Weather Emergencies.

- B. Prior to providing rooms pursuant to the Cold Weather Emergency Homeless Shelter Services Program, the Shelter Provider will be required enter into an emergency contract with the City that requires the Shelter Provider to provide reasonable documentation in support of invoices for room rentals and damage to rooms rented to Homeless Persons.
- C. Emergency contracts with Shelter Providers will require all Homeless Persons to check out each and every day for the duration of the declared Cold Weather Emergency.
- D. Shelter Providers will be required to report to the City any damage to rooms caused by Homeless Persons immediately upon discovery of such damages and will be required not to rent rooms to Homeless Persons who have previously damaged rooms.
- E. Shelter Providers will be required to restrict room occupancy to no more than two Homeless Persons.
- F. Shelter Providers will be required to allow pets as provided for under their existing policies.

4. Contracts. Upon the declaration of a Cold Weather Emergency by the City, the City and the Shelter Provider will promptly discuss and, if feasible, enter into the form emergency contract attached to this MOU at **Exhibit 1**.

5. General Provisions.

- A. Future Contracts. The Parties understand that during the Term they may enter into binding contracts identical to the form contract attached to this MOU at **Exhibit 1** in response to Cold Weather Emergencies declared by the City. However, this MOU shall not modify any legal relationship between the Parties created by contract or otherwise.
- B. Interpretation. Notwithstanding any other provision contained herein or the construction of any language, this MOU is not a contract, nor does it create any enforceable legal rights in favor of or against either party hereto, nor are there any third-party beneficiaries hereto, intended or otherwise. In no event may this MOU be used in support of any claim or action, whether administrative, civil, criminal, legal, equitable or otherwise. This MOU serves no purpose other than to outline a mechanism by which the parties may cooperate in an effort to provide for

the health, safety and welfare of homeless people during Cold Weather Emergencies.

6. Term. This MOU shall begin on the date it is approved by the Elko City Council and will remain in effect for a period of one six (6) months thereafter (hereinabove referred to as the "Term").

This MOU is approved by the signatories hereto.

SHELTER PROVIDER:

By: _____

Its: _____

Date: _____

CITY OF ELKO

By: _____

REECE KEENER, MAYOR

Date: _____

ATTEST:

KELLY WOOLDRIDGE, CITY CLERK

CITY OF ELKO, NEVADA

**COLD WEATHER EMERGENCY HOMELESS
SHELTER SERVICE AGREEMENT**

THIS AGREEMENT is entered into between the City of Elko, a municipal corporation and political subdivision of the State of Nevada (the “City”) and:

hereinafter “Shelter Provider.”

R E C I T A L S

WHEREAS, the City has been and continues to be proactive in providing various forms of assistance to homeless people in the community;

WHEREAS, the Elko City Council has identified a community need to provide short-term emergency shelter to homeless people during extremely cold weather;

WHEREAS, the Shelter Provider is the owner and/or operator of a local hotel, motel or other commercial lodging facility (the “Shelter”);

WHEREAS, the Shelter Provider is willing to rent rooms on an as-available basis to the City during periods of time, as designated by the City, to be utilized by homeless persons ;

WHEREAS, the City will utilize the provisions of NRS 332.112 to let this Agreement with the Shelter Provider based on the declaration of an extreme cold weather event that may lead to impairment of the health, safety or welfare of homeless people if not immediately attended to.

NOW, THEREFORE, for and in consideration of the above recitals and the terms and conditions contained herein, it is agreed as follows:

1. The following definitions shall apply to this Agreement:
 - A. Cold Weather Shelter: A room or rooms available for temporary use by a homeless person during a Cold Weather Emergency.
 - B. Homeless Person: An individual who lacks a fixed, regular, and adequate nighttime residence, and who uses as a primary nighttime residence a

location that is a public or a private place not meant for human habitation, or a person who is living in a publicly or privately operated shelter.

- C. Cold Weather Emergency: A weather event, declared by the City, that is marked by extreme cold and provide short-term emergency shelter to Homeless Persons for a period of time as determined by the City.

The foregoing definitions shall apply to both the singular and plural, depending upon context.

2. Shelter Provider Designation. Shelter Provider is hereby retained by the City as the Cold Weather Homeless Shelter Provider for the duration of the Cold Weather Emergency.

3. Scope of Services. Service Provider agrees to utilize the funding provided under this Agreement to provide rooms on an as-available basis and as reserved by the City. This includes:

- A. Except as otherwise provided herein, the Shelter Provider will provide _____ rooms to Homeless Persons during the Cold Weather Emergency.
- B. The Shelter Provider will submit all invoices, receipts and photographs reasonably necessary to document the cost of room rental within thirty (30) calendar days of the date the Homeless Guest departs the Shelter.
- C. All approved rental amounts shall be paid to the Shelter Provider within thirty (30) calendar days of receipt of the foregoing documentation. In no event shall the Shelter Provider charge a rental amount in excess of the amount normally charged to guests at the time of the rental.

4. Termination.

- A. This Agreement shall automatically terminate at the end of the Cold Weather Emergency declared by the City.
- B. Either Party may terminate this Agreement for any reason or no reason upon twenty-four (24) hours' prior written notice to the other Party.

5. Prohibition of Guests.

- A. Rooms occupancy will be limited to no more than two (2) Homeless Persons and guests shall not be permitted.
- B. The Shelter Provider may evict a Homeless Person from a room for misconduct prior to check-out in accordance with the Shelter Provider's regular policy.

- C. The removal of a Homeless Person from a room prior to check-out pursuant to this Agreement shall not reduce the compensation the Shelter Provider would otherwise be entitled to receive for the duration of the Cold Weather Emergency.

6. Damage to Property.

The City shall reimburse the Shelter Provider for all property damage caused by Homeless Persons (Damage Reimbursement Costs) in accordance with the following procedure:

- A. The Shelter Provider will submit all invoices, receipts and photographs reasonably necessary to document the damage and the cost of repairs within thirty (30) calendar days of the date the Homeless Person departs the Shelter.
- B. All approved Damage Reimbursement Costs shall be paid to the Shelter Provider within thirty (30) calendar days of receipt of the foregoing documentation.

7. Personal Injuries.

Shelter Provider will release, hold harmless, defend and indemnify the City for and against any and all liability arising from or in any manner pertaining to personal injury and death resulting from the act or omission of the Shelter Provider or the Homeless Person on or about the Shelter premises during the Term.

8. Pets.

Homeless Persons shall be subject to the Shelter Provider's pet policy, if any.

9. General Provisions.

9.1 Waiver. No waiver by the City or default, violation of or non-performance of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Shelter Provider shall be construed to be or act as a waiver of any subsequent default, violations or non-performance.

9.2 Notices. All notices sent to the parties under this Agreement shall be addressed as follows:

CITY OF ELKO:

City of Elko
ATTN: Assistant City Manager
1751 College Avenue
Elko, NV 89801

SHELTER PROVIDER:

9.3 Attorney Fees. In any dispute between the parties hereto resulting in legal action, the prevailing party shall be entitled to reasonable attorney fees and court costs.

9.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns, subject to the restrictions against assignments.

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

9.6 Governing Law. The validity, construction and enforceability of this Agreement shall be governed in all respects by the law of Nevada applicable to agreements negotiated, executed and performed in Nevada by Nevada residents, whether one or more of the parties shall now be or hereafter become a resident of another state. Any disputes arising hereunder shall be resolved in the Fourth Judicial District Court in and for the County of Elko, State of Nevada.

9.7 Captions. The captions of this Agreement do not in any way limit or amplify the terms and provisions of this Agreement.

9.8 Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

CITY OF ELKO

By: _____

SHELTER PROVIDER:

By: _____

Its: _____

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, discussion, and possible adoption of Resolution No. 31-20, a resolution appointing representatives authorized to declare Cold Weather Emergencies and then execute emergency contracts to be utilized for Cold Weather Shelters pursuant to the emergency contracts statute, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **December 8, 2020**
3. Agenda Category: **RESOLUTION**
4. Time Required: **10 Minutes**
5. Background Information: **As a possible means of providing shelter to homeless persons during periods of extreme cold weather, staff is requesting authorization to rent hotel/motel rooms for use by homeless persons pursuant to NRS 332.112, the “emergency contracts” statute, on an as-available basis. The resolution designates the City Manager and the Assistant City Manager would be appointed the authorized representatives with the authority to determine that a cold weather emergency exists affecting the public health, safety or welfare, and would then have the authority to let a contract or contracts as necessary to contend with the emergency without complying with the requirements of NRS Chapter 332. If such emergency action is taken by either of the authorized representatives, he shall report it to the City Council at its next regularly scheduled meeting. 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: **Resolution 31-20**
9. Recommended Motion: **Adopt Resolution 31-20**
10. Prepared By: **Scott Wilkinson, Assistant City Manager**
11. Committee/Other Agency Review: **Legal**
12. Council Action:
13. Council Agenda Distribution:

**CITY OF ELKO
RESOLUTION NO. 31-20**

**A RESOLUTION APPOINTING THE CITY MANAGER AND
ASSISTANT CITY MANAGER AS THE CITY OF ELKO'S
AUTHORIZED REPRESENTATIVES FOR THE PURPOSES OF DECLARING
COLD WEATHER EMERGENCIES AND ENTERING INTO EMERGENCY
CONTRACTS WITH SHELTER PROVIDERS DURING COLD WEATHER
EMERGENCIES TO ASSIST HOMELESS PEOPLE**

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

WHEREAS, the terms "homeless person," "homeless persons" and "homeless people," as used in this Resolution, shall refer to an individual or individuals who lack a fixed, regular and adequate nighttime residence, and who uses or use as a primary nighttime residence a location that is a public or a private place not meant for human habitation, or a person or persons who is or are living in a publicly or privately operated shelter;

WHEREAS, the City has been and continues to be proactive in providing various forms of assistance to homeless people in the community;

WHEREAS, the Elko City Council has identified a community need to provide short-term emergency shelter to homeless people during extremely cold weather;

WHEREAS, owners and/or operators of local hotels, motels and other commercial lodging facilities have expressed a desire to let rooms to the City for use by homeless people during cold weather emergencies;

WHEREAS, to enhance the level of cooperation between the City and Shelter Providers, and to improve effectiveness, the City has developed a program for providing emergency cold weather emergency shelter to homeless people, described more fully in a memorandum of understanding (the "Program");

WHEREAS, owners and/or operators of local hotels, motels and other commercial lodging facilities that have entered into the foregoing memorandum of understanding are herein referred to as "Shelter Providers;"

WHEREAS, the Program shall be implemented through individual emergency contracts with Shelter Providers;

WHEREAS, the City intends to utilize the provisions of NRS 332.112 (Emergency Contracts) to let emergency contracts with Shelter Providers following the declaration of

extreme cold weather events that may lead to impairment of the health, safety or welfare of homeless people if not immediately attended to ("Cold Weather Emergencies");

WHEREAS, NRS 332.112 permits the City Council to appoint authorized representatives to determine that an emergency exists affecting the public health, safety or welfare, and to let a contract or contracts necessary to contend with the emergency without complying with the requirements of NRS Chapter 332.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE ELKO CITY COUNCIL that the City Manager and Assistant City Manager are hereby appointed the City's authorized representatives for the purposes of declaring Cold Weather Emergencies and letting emergency contracts with Shelter Providers during Cold Weather Emergencies;

IT IS FURTHER RESOLVED that either or both of the authorized representatives may exercise the authorities granted by this Resolution:

IT IS FURTHER RESOLVED that the authorized representative(s) shall base his/her decisions on individual judgment and public policy, and shall consider such factors as the availability of shelter, the requirements of the City, the needs of homeless people affected or potentially affected by the Cold Weather Emergency, the requirements of Shelter Providers, weather forecasts, and the nature and extent of the existing or anticipated Cold Weather Emergency;

IT IS FURTHER RESOLVED that all contracts with Shelter Providers let pursuant to this Resolution shall be in a form previously approved by the City Council and may be executed on behalf of the City by either authorized representative;

IT IS FURTHER RESOLVED that if emergency action was taken by the authorized representative(s) pursuant to this Resolution, he or they shall report it to the City Council at its next regularly scheduled meeting;

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

PASSED AND ADOPTED this ____ day of _____, 20 ____.

CITY OF ELKO

By: _____
REECE KEENER, MAYOR

ATTEST:

KELLY WOOLDRIDGE, CITY CLERK

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN: