

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

The Elko City Council will meet in regular session on Tuesday, March 12, 2019 Elko City Hall, 1751 College Avenue, Elko, NV 89801, at 4:00 P.M., P.D.S.T.

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

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

Website, <a href="http://www.elkocity.com">http://www.elkocity.com</a>, the State of Nevada's Public Notice Website,

https://notice.nv.gov in the following locations:

#### **ELKO CITY HALL**

1751 College Avenue, Elko, NV 89801 Date: Time Posted: March 7, 2019 at 8:30 a.m.

ELKO COUNTY COURTHOUSE 571 Idaho Street, Elko, NV 89801 Date/Time Posted: March 7, 2019 at 8:40 a.m.

ELKO POLICE DEPARTMENT 1448 Silver, Elko NV 89801 Date/Time Posted: March 7, 2019 at 8:50 a.m.

> ELKO COUNTY LIBRARY 720 Court Street, Elko, NV 89801

Date/Time Posted: March 7, 2019 at 9:00 a.m.

Posted by: Kim Wilkinson Administrative Assistant Kim Stelkenson
Name Title Signature

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

Dated the 7th day of March, 2019

#### 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.

Scott Wilkinson, Assistant City Manager

### CITY OF ELKO CITY COUNCIL AGENDA

#### **REGULAR MEETING**

#### 4:00 P.M., P.D.S.T., TUESDAY, MARCH 12, 2019 ELKO CITY HALL, 1751 COLLEGE AVENUE, ELKO, NEVADA

#### CALL TO ORDER

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

#### **ROLL CALL**

#### PLEDGE OF ALLEGIANCE

#### COMMENTS BY THE GENERAL PUBLIC

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

**APPROVAL OF MINUTES:** February 26, 2019 Regular Session

#### I. PRESENTATIONS

- A. Presentation by Fire Chief Matt Griego, Fire Department Year in Review, and matters related thereto. **INFORMATION ITEM ONLY NON ACTION ITEM**
- B. Presentation of an appreciation plaque by Fire Chief Matt Griego to Gold Dust West, in recognition of their many years of dedication to the City of Elko Fire Department, and matters related thereto. INFORMATION ITEM ONLY NON ACTION ITEM
- C. Presentation by Utilities Director, Ryan Limberg, Elko Water Department Leak Report, and matters related thereto. **INFORMATION ITEM ONLY NON ACTION ITEM**

#### II. CONSENT AGENDA

A. Review, consideration, and possible action to authorize City Staff to give Landfill Voucher to adult volunteers that participate in the "Take Pride in Your Community Cleanup, Greenup, Recycle Event and Prescription Drug Roundup" event, and matters related thereto. FOR POSSIBLE ACTION

This year's "Take Pride in Your Community Cleanup, Greenup, Recycle Event and Prescription Drug Roundup" event is scheduled for Saturday, April 27, 2019. In

the past, the City Council has provided one voucher to the adult volunteers that were engaged in cleaning public property/right-of-ways. The voucher concept was very popular with the volunteers and affords them the same opportunity to remove waste from their personal property and dispose of it without having to pay a tipping fee at the landfill. In order to provide these volunteers the same opportunity as other citizens, these vouchers would be good for one day. DS

B. Review, consideration, and possible approval of a request from Elko Police Department to apply for a Domestic Violence Prevention Grant, and matters related thereto. **FOR POSSIBLE ACTION** 

The Elko Police Department is seeking City Council permission to apply for a Violence Against Women Act (VAWA) Grant under the Services, Officers, Training, Prosecutors (STOP) sub-grant category. The application is to fund a part-time Domestic Violence Systems Advocate for a possible maximum amount of \$40,000.00.

This grant requires a 25% match, which may be fulfilled through either funding and/or in-kind contributions. The intent of the Elko Police Department is to meet this requirement through in-kind services.

The Domestic Violence Systems Advocate would be responsible for reviewing all domestic violence cases, incidents, and referrals; liaison with domestic violence victims; conducting assessments of prior history of abuse; referral to officers for follow-up investigations; referral to local domestic violence resources; liaison with local prosecutors; develop and maintain relationships with community agencies which collaboratively respond to domestic violence cases; and maintain and submit both monthly and annual statistics on domestic violence cases. BR

#### III. APPROPRIATIONS

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review and possible approval of Print 'N Copy Warrants, and matters related thereto. FOR POSSIBLE ACTION
- C. Review, consideration, and possible award of a bid for the Well 36 Public Improvements Project 2019, and matters related thereto. FOR POSSIBLE ACTION

Bids were opened on February 22, 2019, Five (5) bids were received. Ruby Dome was the low bidder in the amount of \$118,703.89. Their bid is compliant.

Although this cost is over the budgeted amount, the City has available funds due to cost savings on other Capital Projects including the North 5<sup>th</sup> Street Tank Site and the Well 29 Rehabilitation Project. RL

D. Review, consideration, and possible approval of a Water and Sewer Line Oversize Reimbursement Agreement with Autumn Colors LLC, and matters related thereto. **FOR POSSIBLE ACTION** 

Autumn Colors LLC installed oversized water and sewer mains at the City's request to enable future development. Attached is the reimbursement agreement and cost breakdown. The reimbursement amount for water oversize totals \$66,113.43. The reimbursement amount for sewer totals \$2912.37. RL

E. Review, consideration, and possible award of a bid for the East Secondary Clarifier Rehabilitation Project 2019, and matters related thereto. **FOR POSSIBLE ACTION** 

This is a yearly maintenance project which rotates between 5 clarifiers. Bids were opened on March 6, 2019. A Bid Tally Sheet is included as supplemental agenda information. RL

F. Review, consideration, and possible authorization for Staff to solicit bids for the Public Works Department for Plantmix Bituminous Pavement materials to be used for the Year 2019 Construction Season, and matters related thereto. **FOR POSSIBLE ACTION** 

This is an annual bid request for Plantmix Bituminous Pavement Materials based upon a unit price per ton amount. The materials are primarily used by the Public Works Department on streets, but the material may also be used by other departments as needed. DS

G. Consideration and possible authorization for Staff to apply for Federal Aviation Administration Grant # AIP 3-32-0005-050-2019 Pavement Preservation and Rehabilitation, and matters related thereto. **FOR POSSIBLE ACTION** 

Pavement treatment must be accomplished on a regular basis to extend the life of the airfield pavements. Prior to placing the seal coat, cracks will be routed and sealed, unsatisfactory areas will be repaired. Crack Sealing and placing a Seal Coat on the pavement areas will extend the life of these pavements by reducing the amount of water penetrating the base and subgrade layers resulting in weakened support for the pavements. Rehabilitation of asphalt concrete pavements is done where the pavements have extensive cracking but do not have subgrade failure. Most pavements at the airport have not had any preservation treatment in the last several years. JF

#### IV. UNFINISHED BUSINESS

A. Review, consideration, and possible action to conditionally approve Final Plat No. 11-18, filed by Parrado Partners LP., for the development of a subdivision entitled Great Basin Estates, Phase 3 involving the proposed division of approximately 9.650 acres of property into 38 lots for residential development within the R (Single

Family and Multiple Family Residential) Zoning District, and matters related thereto. FOR POSSIBLE ACTION

Subject property is located generally northeast of Flagstone Drive between Opal Drive and Clarkson Drive (APN 001-633-030). Preliminary Plat was recommended to Council to conditionally approve by Planning Commission May 3, 2016 and conditionally approved by Council May 24, 2016. The Planning Commission considered this item on September 6, 2018, and took action to forward a recommendation to Council to conditionally approve Final Plat 11-18. CL

#### V. NEW BUSINESS

A. Review, consideration, and possible approval of a Sewer Line Special Reimbursement Agreement as defined in Elko City Code 9-5-33 (E), for reimbursement of sewer boring and casing costs within the I-80 Right of Way, and matters thereto. FOR POSSIBLE ACTION

Surebrec Holdings, LLC (Surebrec) is the owner of a parcel of land and wishes to develop that parcel. In order to do so, Surebrec needs to install sewer service. Currently, there is not a viable means of discharging sewer from the site. In order to do so, a sewer main needs to be installed under I-80 or a sewer lift station needs to be installed.

Staff vastly prefers a gravity sewer main under I-80 when compared to a lift station alternative. The sewer main bore is proposed to be located at a low point where it could be used by multiple parcels. Routing the sewer main under I-80 results in a section of sewer main that is not adjacent to any developable property frontage. At the December 18, 2018 City Council meeting, Council directed Staff to draft the agreement to include boring and casing costs only through I-80 Right of Way and bring the agreement back to Council for consideration and possible approval. RL

B. Review, consideration, and possible approval of a request to waive the requirement to extend sanitary sewer across the frontage of 1553 Indian View Heights (APN 001-530-026), and matters related thereto. **FOR POSSIBLE ACTION** 

Up gradient properties are currently being serviced by another sewer main. The extension of this sewer main is unlikely to serve any new customers in the future based on currently available planning and development projections. RL

C. Review, consideration, and possible action to initiate the addition of a new Chapter 9 entitled "Registration and Maintenance Program for Vacant Properties", an amendment to Title 2, of the Elko City Code entitled "Building Regulations," and matters related thereto. FOR POSSIBLE ACTION

Pursuant to NRS 107.120, the City of Elko may establish a registration program to oversee abandoned residential property and those in danger of becoming abandoned. This chapter is intended to reduce and prevent neighborhood blight, to

mitigate conditions that threaten the health, safety and welfare of the public and to promote neighborhood stability. CL

#### VI. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Ratification of the Police Chief issuing a 30-day Temporary Packaged Liquor License and issue a Regular Packaged Liquor License, to Jaskaran Singh Raj, DBA Winners Corner Hi Discount Gas, Food, & Liquor, located at 2682 Outlook Court, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review for possible approval or denial of a House of Prostitution License Application and Retail Liquor License Application, modifying the current House of Prostitution License and Retail Liquor License Application, to add Gabriel Ornelas to the license, DBA Desert Rose, located at 357 Douglas St, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION

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

#### VII. 5:30 P.M. PUBLIC HEARINGS

A. Second reading, public hearing, and possible adoption of Ordinance No. 835 an ordinance amending Title 8, Chapter 2, of the Elko City Code entitled "Conditions of Utility Occupancy of Public Roads and City Street Cuts and Repairs" hereby adding Smart Dig Requirements, and matters related thereto. FOR POSSIBLE ACTION

On August 28, 2018, Council approved initiation of Ordinance No. 835 and directed Staff to prepare a Business Impact Statement. The Business Impact Statement was approved on February 12, 2019, after making some changes to the ordinance. First reading of Ordinance No. 835 was accepted on February 26, 2019. KW

#### VIII. REPORTS

- A. Mayor and City Council
- B. City Manager
- C. Assistant City Manager
- D. Utilities Director
- E. Public Works
- F. Airport Manager
- G. City Attorney
- H. Fire Chief
- I. Police Chief
- J. City Clerk
- K. City Planner
- L. Development Manager

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

#### COMMENTS BY THE GENERAL PUBLIC

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

**NOTE:** 

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

#### **ADJOURNMENT**

Respectfully Submitted,

Scott Wilkinson

**Assistant City Manager** 

City of Elko	)			
County of Elko	)			
State of Nevada	)		SS	February 26, 2019

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, February 26, 2019.

This meeting was called to order by Mayor Reece Keener.

#### CALL TO ORDER

#### **ROLL CALL**

Mayor Present: Reece Keener

**Council Present:** Councilwoman Mandy Simons

Councilman Schmidtlein Councilman Chip Stone Councilman Bill Hance

City Staff Present: Curtis Calder, City Manager

Scott Wilkinson, Assistant City Manager

Ryan Limberg, Utilities Director Kelly Wooldridge, City Clerk Jeff Ford, Building Official Cathy Laughlin, City Planner

Candi Quilici, Accounting Manager

Troy Poncin, Information Systems Manager Dennis Strickland, Public Works Director

Ben Reed Jr., Police Chief

James Wiley, Parks and Recreation Director

Jim Foster, Airport Manager Bob Thibault, Civil Engineer 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

Laura Oslund, PACE Coalition, stated there will be Naloxone training March 26 at GBC in room 108 of the Health Science Building. She passed out flyers (Exhibit "A").

Councilman Stone read a letter into the record in support of Sheriff Narvaiza and making Elko County a sanctuary county for our second amendment rights (Exhibit "B").

**APPROVAL OF MINUTES:** 

February 12, 2019

**Regular Session** 

Councilman Schmidtlein asked for a couple of minor changes to the minutes on page 6 of 21. Where he was speaking, he wanted the words "They" and "They" replaced with "We" and "We."

\*\* A motion was made by Councilman Stone, seconded by Councilwoman Simons, to approve the minutes with Councilman Schmidtlein's corrections as noted.

The motion passed unanimously. (5-0)

#### I. PRESENTATIONS

A. Reading of a proclamation in recognition of National Burn Awareness Week, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM** 

Mayor Keener read the Proclamation.

B. Presentation by Lt. Col. John Brownell, Nevada National Guard, regarding the National Guard Youth Challenge Program, and matters related thereto.

INFORMATION ONLY – NON ACTION ITEM

Lt. Col. John Brownell, Nevada National Guard, gave a presentation (Exhibit "C").

Mayor Keener felt it was a good program and asked what Council could do to help move the cause forward.

Lt. Col. Brownell said any letter of support to the local legislature is helpful. The more community support the more positive the outcome.

Todd Pehrson, ECSD, stated he is in support of this. This is a state-wide school and the kids want to be there. He doesn't think there will be any problems staffing this school.

Councilman Stone asked if this school will be year round.

Lt. Col Brownell answered the school has a start and stop time with two academies a year. They are in the process of getting the bill to pass through the State Legislature. It has been funded on the federal government side.

Kirk Neddenriep, 1828 Sequoia, said there is a lot of support for this. They have been trying to bring this program to the area for 10 years. It is not a reform program. The kids are self-nominated and want to be part of this.

C. Presentation by Police Chief Ben Reed, Police Department Year in Review Crime Report, and matters related thereto. INFORMATION ONLY - NON ACTION ITEM

Ben Reed Jr., Police Chief, gave a presentation (Exhibit "D").

Mayor Keener asked if he could include statistics from the SRO Program in the next report. He also asked if Chief Reed could let his crews know that we appreciate all of their hard work.

#### II. PERSONNEL

- A. Employee Introductions:
  - 1.) Amanda Florence, Administrative Assistant, Fire Department

Present and introduced.

2.) Paul Willis, System Administrator, Information Systems

Present and introduced.

#### III. APPROPRIATIONS

- A. Review and possible approval of Warrants, and matters related thereto. FOR POSSIBLE ACTION
- \*\* A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve the warrants.

The motion passed unanimously. (5-0)

B. Review, consideration, and possible final acceptance of AIP 48 at the Elko Regional Airport, and matters related thereto. **FOR POSSIBLE ACTION** 

Airport Staff is asking for final acceptance of this project and to begin grant close out documentation.

This project completed reconstruction of Runway 6/24 safety area including stabilization improvements and drainage improvement. AIP 48 also included design only of the Security Fence/Gates upgrade (AIP 49). The final project cost was \$ 2,761,476.96. The total local share for this project was \$ 172,592.31. There was one no cost change order associated with this project. The project came in 5.5% (\$162,374.77) under budget. The prime contractor for construction was Road & Highway Builders, LLC and the project engineer/construction manager was Jviation, Inc. JF

Jim Foster, Airport Manager, explained they were ready to close this project out. He explained the project and how it improved the safety areas at the airport.

Mayor Keener said there were problems with the access gate into the hangars. Was that part of this project?

Mr. Foster answered no. That was part of the construction of the fence for AIP 49. That project is completed but they are working out some of the bugs.

Councilman Schmidtlein asked regarding the top soil, did you put down some sort of dust suppression or are you trying to put down some ground vegetation.

Mr. Foster answered they put down a mulch and an FAA approved seed mixture. There was some good regrowth but not all of it took and some of it blew into the silt fence. They will be checking on it this Spring.

\*\* A motion was made by Councilman Schmidtlein, seconded by Councilwoman Simons, to accept substantial completion of AIP 48 and direct staff to begin closeout documentation for this grant with the Federal Aviation Administration.

The motion passed unanimously. (5-0)

C. Review, consideration, and possible award of the bid for the Municipal Swimming Pool Repair Project, and matters related thereto. **FOR POSSIBLE ACTION** 

Bids for the Swimming Pool Repair Project were opened on Wednesday, February 19, 2019. The City received a total of three bids for the project, two of which have been deemed responsive and one being deemed unresponsive. A bid tabulation sheet has been included in the packet for Council review. JW

James Wiley, Parks and Recreation Director, explained they did receive three bids. Unfortunately, the lowest bidder was deemed unresponsive. The next lowest bidder is MGM Construction. Due to time constraints, the pool being closed since Thanksgiving, and hoping to open up in June, he was recommending award to MGM Construction in the amount of \$463,352.

Mayor Keener asked if the low bidder was defective and should not be accepted.

Dave Stanton, City Attorney, explained there were some documents in the packet that were unsigned.

Mr. Wiley said the bond certificate in the bid packet was just a blank, unsigned document. The other was their non-collusion affidavit, which was not included at all. In the MGM bid there was a minor mathematical error. If the award is made to MGM tonight, Council needs to find that as a minor technical mathematical error that we can waive.

Curtis Calder, City Manager, said he spoke to someone that was considering bidding on this project but didn't. After the bids had been opened, he disclosed that their bid was closer to MGM than Raintree. He didn't feel the MGM bid was out of line.

Mayor Keener reminded everyone that Barrick donated just over \$88,000 towards this repair project and that helps tremendously with this pool repair.

Mr. Wiley said he spoke with Raintree the day after the bid openings and he believes it was their intent to help the City out with this project but their bid was not complete.

\*\* A motion was made by Councilman Stone, seconded by Councilman Schmidtlein, to award the bid for the Swimming Pool Repair Project to MGM Construction, in the amount of \$463,352, with the clarification to waive the minor mathematical error of \$800.

The motion passed unanimously. (5-0)

#### IV. UNFINISHED BUSINESS

A. Review, consideration, and possible action to conditionally approve Final Plat No. 11-18, filed by Parrado Partners LP., for the development of a subdivision entitled Great Basin Estates, Phase 3 involving the proposed division of approximately 9.650 acres of property into 38 lots for residential development within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto. FOR POSSIBLE ACTION

Subject property is located generally northeast of Flagstone Drive between Opal Drive and Clarkson Drive (APN 001-633-030). Preliminary Plat was recommended to Council to conditionally approve by Planning Commission May 3, 2016 and conditionally approved by Council May 24, 2016. The Planning Commission considered this item on September 6, 2018, and took action to forward a recommendation to Council to conditionally approve Final Plat 11-18. CL

\*\* A motion was made by Councilwoman Simons, seconded by Councilman Schmidtlein, to table this item.

The motion passed unanimously. (5-0)

#### V. NEW BUSINESS

A. Discussion and possible direction to Staff to initiate adoption of 2018 International Fire Codes, and initiation of a Business Impact Statement, and matters related thereto. **FOR POSSIBLE ACTION** 

On January 9, 2018, Council directed Staff to initiate the adoptions of the 2018 International Building Codes. The Fire Department would like to combine initiation of the 2018 International Fire Codes at the same time, as well as directing the Clerk's office to initiate a Business Impact Statement for both ordinances. JH

Matt Griego, Fire Chief, explained the timing is right to move forward with both codes at the same time.

Councilman Schmidtlein asked what is the biggest impact on the developers with this.

Chief Griego answered they are seeing very minor changes with this. He wasn't sure of any significant impact on contractors.

\*\* A motion was made by Councilman Schmidtlein, seconded by Councilwoman Simons, to continue the initiation of the adoption of 2018 International Fire Codes and initiation of the business impact statement.

The motion passed unanimously. (5-0)

D. Review, consideration, and possible approval of a request from Randon Williams, dba Williams & Co. Barbecue for concession space at the Elko City Main Park, and matters related thereto. **FOR POSSIBLE ACTION** 

Mr. Williams would like to utilize Area 2 as a space of approximately 40' X 15' for his barbecue business. He does hold an Elko City Business License. KW

Kelly Wooldridge, City Clerk, explained if this is approved tonight, they will be concessionaire #4 in the park. There are two spaces available.

\*\* A motion was made by Councilman Stone, seconded by Councilwoman Simons, to approve Mr. Williams to utilize Area 2, (40' X 16' space) for his Barbecue business.

The motion passed unanimously. (5-0)

#### BREAK

#### VII. 5:30 P.M. PUBLIC HEARINGS

E. Review, discussion, and possible consideration to authorize the Elko High School Homecoming Committee to apply for funding from the Fiscal Year 2019/2020 Community Donation Budget Line Item, and matters related thereto. **FOR POSSIBLE ACTION** 

The Elko High School Homecoming Committee is requesting funding to cover the Parade Fee for the 2019 Homecoming Parade. A letter from the Homecoming Committee has been provided for your review. CC

Curtis Calder, City Manager, explained the request.

Kim McKnight, 3119 Lupine Street, Elko, said when they came last year, they came late in the year and they were grateful that the City approved the request. Is this something they should do every year?

Mr. Calder said the City needs a letter about this time every year. That is when all other entities that request donations make their requests. You won't need to come to Council again because it will be heard at a budget hearing.

Mayor Keener called for public comment without a response.

\*\* A motion was made by Councilwoman Simons, seconded by Councilman Hance, to authorize Elko High School to apply for funding from the fiscal year and direct the City Manager to add it to the Community Donation Budget Line.

#### The motion passed unanimously. (5-0)

A. Public hearing pursuant to NRS 268.059(a) regarding the fair market value and possible sale at public auction of approximately 4,000 sq. ft. of City-owned property located generally on the south corner of the intersection of Elm Street and 8<sup>th</sup> Street, designated APN 001-066-005. Discussion and possible motion determining that the fair market value of the property is \$20,000 in accordance with the appraisal of Jason Buckholz of CRBE, Inc., appraiser, and possible adoption of Resolution No. 05-19, a resolution of the Elko City Council finding it is in the best interest of the City to sell APN 001-066-005 and hereby declaring its intention to sell such property at public auction pursuant to City Code Section 8-1-3 and NRS 268.062, and matters related thereto. **FOR POSSIBLE ACTION** 

Don Knight began the process of purchasing the parcel bearing APN 001-066-005, which is City-owned property located adjacent to his residence located at 772 Elm Street. The City Council, at its May 23, 2017 meeting, determined it was in the best interest of the City to sell the property to Mr. Knight, and that the property was too small to establish an economically viable use by anyone else. Council conditioned the sale on Mr. Knight completing a parcel map to combine the two parcels. On November 13, 2018, Mr. Knight requested that Council remove the parcel map condition. However, Council did not remove the condition and Mr. Knight repudiated the purchase of the parcel. Council accepted the repudiation and authorized Staff to obtain the required appraisal and proceed with the statutory process of selling the parcel at public auction as required by NRS 268.062. CL

Cathy Laughlin, City Planner, said in the packet was the Resolution that has been reviewed and approved by Legal Counsel. The sale will be advertised and held at the March 26, 2019 Council Meeting.

Mayor Keener called for public comment without a response.

\*\* A motion was made by Councilman Schmidtlein, seconded by Councilwoman Simons, to accept the fair market value as determined at the public hearing, and adopt Resolution No. 5-19.

#### The motion passed unanimously. (5-0)

B. Review, consideration, and possible action to adopt Resolution No. 4-19, a resolution and order vacating a portion of the public utility and drainage easement located along the north and east property lines of APN 001-660-049, consisting of an area approximately 1,300 square feet, filed and processed as Vacation No. 1-19 filed by MP Elko LLC., and matters related thereto. **FOR POSSIBLE ACTION** 

Council accepted a petition for the subject vacation at its regular meeting of January 22, 2019, 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 February 5, 2019, and took action to forward a recommendation to Council to adopt a resolution, which conditionally approves Vacation No. 1-19 with findings in support of its recommendation. CL

Ms. Laughlin explained this is the final step in the vacation of this easement. Planning Commission reviewed this and recommended conditional approval.

Mayor Keener called for public comment without a response.

\*\* A motion was made by Councilwoman Simons, seconded by Councilman Hance, to adopt Resolution No. 4-19, which contains conditions as recommended by the Planning Commission.

The motion passed unanimously. (5-0)

C. Review, consideration, and possible action to adopt Resolution No. 3-19, a resolution of the Elko City Council adopting a change in zoning district boundaries from AG (General Agriculture) to IC (Industrial Commercial), approximately 27.605 acres of property, located generally north side of West Idaho Street, approximately 1400 feet northeast of I-80 exit 298, filed by Defty Family Trust and processed as Rezone No. 1-19, and matters related thereto. FOR POSSIBLE ACTION

The Planning Commission considered the subject zone change request on February 5, 2019 and took action to forward a recommendation to City Council to adopt a resolution which conditionally approves Rezone No. 1-19. CL

Mayor Keener said he received a phone call from Mr. Defty. He is unable to attend the meeting but watching us from afar.

Ms. Laughlin explained the request and recommended approval. Representatives for Defty were present in the audience.

Councilman Schmidtlein asked what they were bringing in.

Ms. Laughlin explained what would be allowed on that property with the rezone. They talked about a commercial/industrial subdivision.

Mayor Keener asked if there was an easement through the property for drainage.

Councilman Schmidtlein answered they realigned most of the drainage on the roadway that goes through there. On both sides of the access roadway there are ditches.

Bob Thibault, Civil Engineer, brought up an older parcel map that showed a drainage easement.

Mayor Keener called for public comment without a response.

\*\* A motion was made by Councilman Stone, seconded by Councilwoman Simons, to adopt Resolution No. 3-19.

The motion passed unanimously. (5-0)

D. First Reading of Ordinance No. 835, an ordinance amending Title 8, Chapter 2, of the Elko City Code entitled "Conditions of Utility Occupancy of Public Roads and City Street Cuts and Repairs" hereby adding Smart Dig Requirements, and matters related thereto. **FOR POSSIBLE ACTION** 

On August 28, 2018, Council approved initiation of Ordinance 836 and directed Staff to prepare a Business Impact Statement. The Business Impact Statement was approved on February 12, 2019 after making some changes to the ordinance. Those changes are in the ordinance being presented tonight. SAW

Kelly Wooldridge, City Clerk, explained this is the first reading and went over some highlights.

Councilman Schmidtlein said he read this a few times and he felt this was clear regarding cost reimbursements.

Mayor Keener called for public comment without a response.

\*\* A motion was made by Councilwoman Simons, seconded by Councilman Hance, to accept the first reading of Ordinance No. 835.

The motion passed unanimously. (5-0)

#### V. NEW BUSINESS (Cont.)

B. Review, consideration, and possible approval of a lease agreement between the City of Elko, Elko Regional Airport and Newmont Mining Corporation at the Elko Regional Airport, and matters related thereto. **FOR POSSIBLE ACTION** 

Newmont Mining Corporation wishes to enter into a lease agreement with the Elko Regional Airport for the lease of 45 parking spaces located at the airport terminal. Staff would section off a portion of the parking lot spaces to be utilized by Newmont Employees. This lease would be for a four month period with the ability for extension if warranted. JF

Jim Foster, Airport Manager, explained the Lease Agreement proposal.

Mayor Keener asked if these will be company vehicles or employee owned vehicles.

Mr. Foster answered it will be a combination of both. They will be utilizing the sidewalks to get to their office.

Ryan Iverson, Newmont, said they want to park company vehicles that will not be used every day. They will police it and employees will have a tag to show they can park there.

Mayor Keener said he was concerned about mud but Newmont will maintain it.

\*\* A motion was made by Councilman Stone, seconded by Councilman Schmidtlein, to accept and approve a lease between Elko Regional Airport and Newmont Mining Corporation, for a period of four months, with the ability for extension month to month.

#### The motion passed unanimously. (5-0)

C. Review and possible approval of a Professional Services Agreement with Jviation Inc., an engineering firm to provide engineering services at the Elko Regional Airport, and matters related thereto. **FOR POSSIBLE ACTION** 

The current Professional Service Agreement for engineering services at the airport expired January 14, 2019. A consultant selection process was conducted and a recommendation was presented to City Council on February 12, 2019. Jviation Inc. was selected to continue as the airport's consulting engineering firm. The airport respectfully asks that Jviation be awarded a five year contract that is contingent upon Federal AIP funding at 93.75% and airport need. Each future planning project will be taken before Elko City Council for consideration prior to any contractual obligations. The PSA will be for a five (5) year period. JF

Mr. Foster explained this was emailed after the agenda was posted and he hoped everyone got a chance to see it. The projects listed are not set in stone and can change yearly as they are submitted to the FAA. As projects come up, they will be brought back as amendments to the original agreement.

Mayor Keener thought they were a great partner to work with. It would be impractical to change contractors.

Councilman Hance asked regarding the billing rate schedules, it says 2018. Will it be the same going forward?

Mr. Foster answered yes.

\*\* A motion was made by Councilman Hance, seconded by Councilwoman Simons, to accept a Professional Services Agreement with Jviation for Engineering Services at the Elko Regional Airport.

The motion passed unanimously. (5-0)

#### VI. PETITIONS, APPEALS, AND COMMUNICATIONS

A. Review, consideration, and possible action to accept a petition for the vacation of a roadway and utility easement along the west property lines of APN 039-001-007, 008 & 009, consisting of an area approximately 26,225 sq. ft., filed by Robert Morley of High Desert Engineering on behalf of Trinidy Jay Shippy and Kathryn Justine Shippy and processed as Vacation No. 2-19, and matters related thereto. **FOR POSSIBLE ACTION** 

January 19, 1978 an easement was granted to the City of Elko for a water line and roadway. This easement is outside the City of Elko incorporated boundaries but since the easement was granted to the City of Elko, it is within the jurisdiction of the City of Elko and not Elko County to vacate the easement. The property owner is proposing to relocate the water line in a new easement granted to the City of Elko, CL

Cathy Laughlin, City Planner, explained the vacation request. This is just the petition. Council can refer this matter to Planning Commission and it would come back as a Resolution.

Councilman Hance asked how NV Energy is accessing their substation. It looks like the road they use to go to their substation.

Ms. Laughlin said she has sent out a letter to NV Energy and she has received a response back saying they have no issue with this vacation.

Ryan Limberg, Utilities Director, said the root issue here is the Shippy's would like to get away from the City turning in behind the old Stockmen's Supply and accessing the well. He thought NV Energy may be doing the same thing to a power substation. We don't like waterlines on the back of people's properties. They would like to abandon that waterline and move the access from Stockmen's Supply to the top of the last parcel. The access will be shorter and he thought it would work for the power company too.

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

The motion passed unanimously. (5-0)

#### VIII. REPORTS

#### A. Mayor and City Council

Mayor Kenner and his wife attended the Fire Department Award Ceremony held Friday night.

Councilwoman Simons apologized for not being able to attend the Fire Department Award Ceremony but congratulated everyone.

Mayor Keener continued there is a Local Government Day at the Legislature on March 28<sup>th</sup> and he will be attending.

Councilman Stone said he will be attending a community breakfast Wednesday put on by Newmont. Thursday morning, the California Trails Heritage Organization has invited him to sit down and talk about the things they are trying to promote. He was thankful he was able to attend the Fire Department Award Ceremony. Kyle Stone, his nephew, was the Firefighter of the year and he was very proud.

Mayor Keener reminded everyone that the Polar Plunge is this Saturday and he would not be attending. He suggested the Mayor Pro Tem should take his place. Councilman Hance said he is already signed up to do it and would cover for Councilman Schmidtlein.

#### B. City Manager

Curtis Calder reported that staff has submitted their budget requests and they are going through them. He modified the budget schedule slightly. The first Council Budget Meeting will be March 26<sup>th</sup> and the meeting will start at 3:00 p.m. He and Kelly are still working on the OHV mapping and routes. After that, they will be bringing the Ordinance back for a first reading.

- C. Assistant City Manager
- D. Utilities Director

Ryan Limberg said the motion to intervene with Pershing County was filed last week. He will keep them updated as news breaks. Councilman Schmidtlein asked if Mr. Limberg could bring him some information regarding altitude valves, pressures in the City, broken water mains repaired in 2018, service laterals repaired in 2018, and the total costs paid for repairs. He is concerned with what he has heard. Mr. Limberg agreed to pull the information together.

#### E. Public Works

Dennis Strickland said the crews have worked their tails off this snow season. They have spent their salt budget. There have been some substantial water breaks the last couple of weeks that took out some roads.

#### F. Airport Manager

Jim Foster said last couple of weeks were a struggle with the weather. They lost a piece of equipment (the de-icing truck) and it is being repaired. AIP 49 (gate and vault upgrades) is nearly complete and he is hoping to finalize those soon.

- G. City Attorney
- H. Fire Chief

Chief Griego thanked the Councilmembers that attended the awards ceremony.

#### I. Police Chief

Police Chief stated the Police Department is following AB47 closely. It is the mental health bill before the legislature that applies to rural counties and provides funding for mental health follow-up care and transportation. There is a lot of networking with the Sheriff and telehealth going to the jail. The Next Gen 911 project is still going forward. The new RFP deadline is March 28th. The work will commence this summer.

#### J. City Clerk

Kelly Wooldridge gave a legislative update. There are several bills she is tracking for the City and volunteered to give the list to Council. The airport bill is still a BDR but it is being discussed. Curtis Calder added that one of the services that we had agreed to provide for the Reno Airport Support Service was to update the economic impact study of the airport. That was done by UNR and we should have a final draft of that soon.

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

James Wiley reported the SnoBowl will be open Saturday and Sunday but things are winding down. It has been a great year up there.

- O. Civil Engineer
- P. Building Official

Curtis Calder, City Manager, said they are monitoring the river water levels with all of the snow melt but they are not anticipating any flooding.

Dennis Strickland, Public Works Director, said they ordered sand bags. Some people have expressed concerns. There is plenty of wiggle room in the river at this time.

Mr. Calder said to keep in mind that gauge is the closest one that we have upstream, but there are a lot of streams between that gauge and Elko. If we have similar weather conditions to 2017, that gauge will be telling us we are okay but there is more water coming in downstream that can impact our situation.

#### 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 Water Department Leak Report



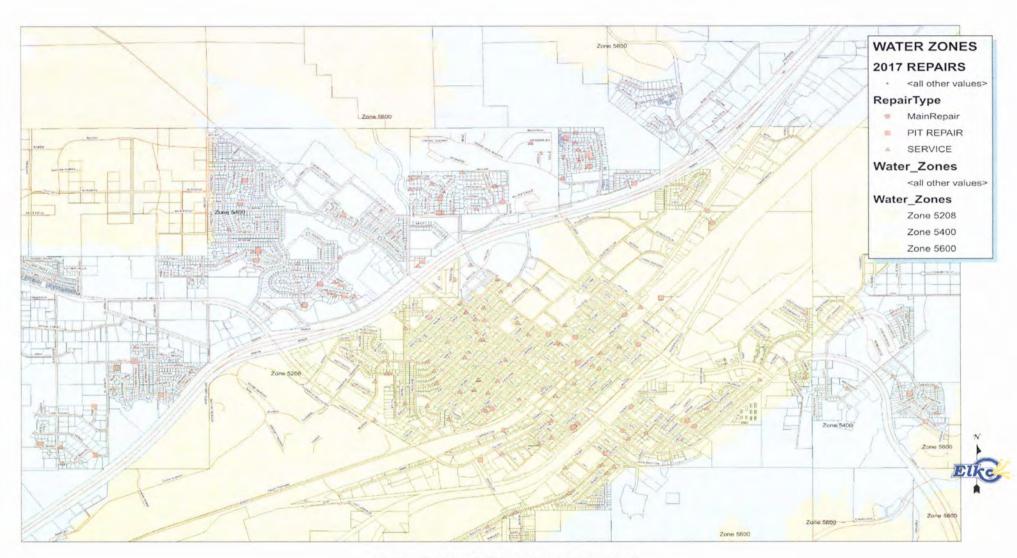
### 2017 and 2018 Leak Trend

#### 2017 Totals

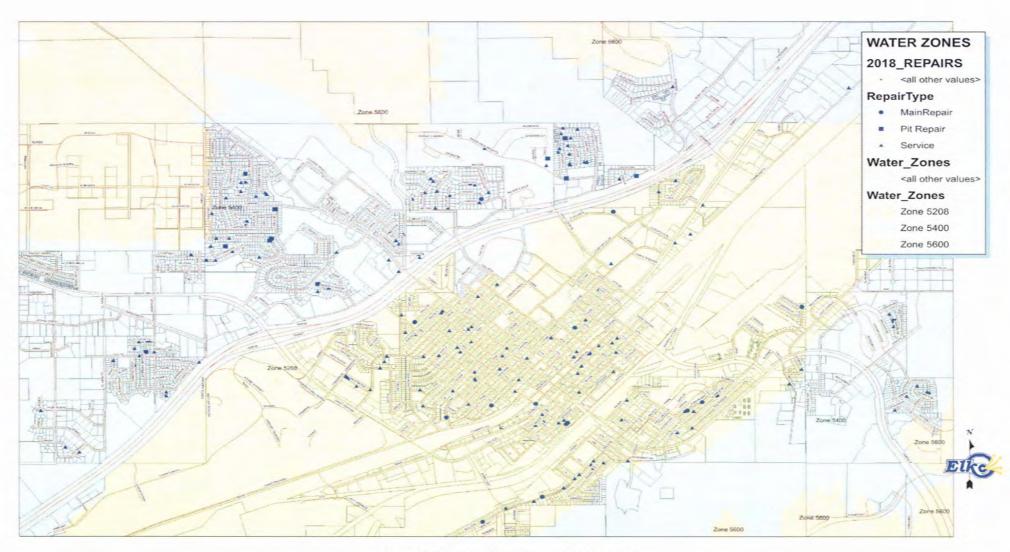
2018 Totals

- Total 2017 Leaks 253
- Service Lines Leaks 176
- Meter Pit Leaks 46
- Main Line Leaks 31

- Total 2018 Leaks 263
- Service Line Leaks 227
- Meter Pit Leaks 20
- Main Line Leaks 16



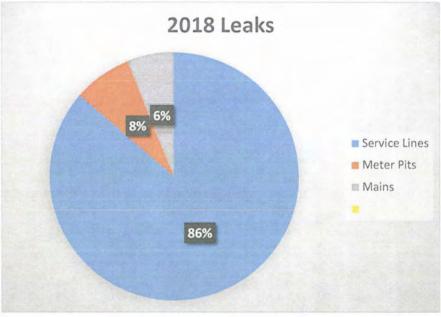
2017 WATER LEAKS



2018 WATER LEAKS

# Leaks Types By Percent



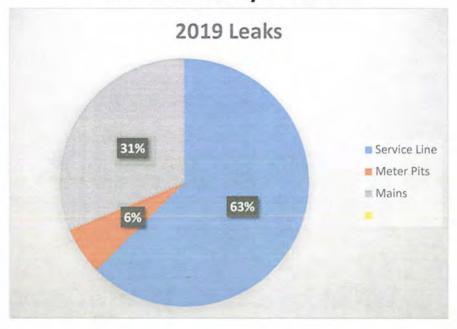


### Year To Date 2019

#### 2019 Totals

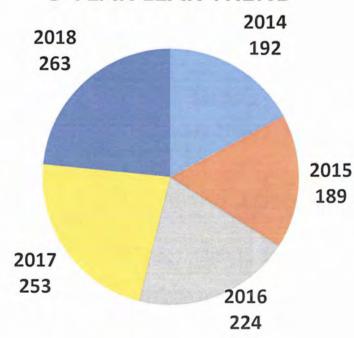
- Total 2019 Leaks to Date 16
- Service Line Leaks 10
- Meter Pit Leaks 1
- Main Line Leaks 5

### 2019 Leaks By Percent



### 5 Year Leak Trend

### **5 YEAR LEAK TREND**



# What's Causing All The Leaks

- Age of the Infrastructure.
- Inadequate Bedding Of Pipes Water Lines Backfilled With Rocks And Asphalt Along With Other Debris Mixed In The Dirt. We Find This Is The Cause In 90% Of Service Line Leaks. Todays Standards A Pipe Has To Be Bedded In Sand On Sides.
- Sprinkler Systems With Automatic Control Valves Older Sprinkler System Valves Were Turned By Hand. The Convenience Of Automatic Valves Is Great, But The Valve Closes Instantaneously And Causes Water Hammer Along The Service Line.
- Weather Freeze And Thaw Around Mains. Ground Shifting Causes Spiral Breaks Or Beam Breaks.
- Contractors Contractors Filling Trucks And Using Hydrants For Construction. Closing Valves To Fast Causing Water Hammer.
- Previous Repaired Lines That Were Pinched To Preform The Repair.

# What Warrants Replacement

- Age
- Condition
- Type Of Service Line Pipe Blue Poly, Galvanized Steel, PVC And Thin Wall Black Poly. After First Leak It is Added To Full Service Replacement List And Replaced On Next Leak Or When Time Allows. Galvanized Mains And Blue Poly Mains. Replaced 1200' Or 4 City Blocks In Alleys During 2018.
- Types Of Meter Pits-
  - Copper Yolk Style Meter Pits 30 Plus Year Life Expectancy Depending On Install And Environment. 1<sup>st</sup> Generation Muller Blue Poly/Black Poly Thin Wall Meter Pits 20 Years Or Less. 2<sup>nd</sup> Generation Muller Meter Pits With 250 Polybutylene Tubing To Be Determined.
- Main Lines Based On Age And Condition Coordination With Street Department And Road Projects.

# Typical Cost Of Water Leaks

- Typical 3/4 "Service Line Under The Sidewalk \$1,468.89
- Typical 1" Meter Pit In The Grass or Dirt \$2,036.08
- Typical 1" Service Line In The Street \$1,167.86
- Typical 2" Service Line In Street And Sidewalk (Full Service) \$3,520.39
- Typical 12" Medium Scale Main Break In Street \$4,563.39 (Installing Full Circle Repair Clamp)
- Typical 8" Large Scale Main Break In Street \$7,486.31 (Removal And Replacement Of Main)
  - \*These Costs Include Labor, Material, Concrete, And Equipment \*

    \*Staff Does Not Charge Out Equipment Or Labor Per Individual Leak \*
- \*Does Not Include Asphalt Repair Performed By Contractors. Asphalt is Time And Materials Per The Competitive Bid Award\*

# Typical Costs Associated With Asphalt Repair

#### All Costs Are Time And Materials

- Delivered PG64-22 Type 2 Hot Plant Mix \$91.45
- Labor Rates For Patch Crew Of 3 @\$50.00 per Hour \$150.00 Per Hour
- Dump Truck With Operator (10 Ton Minimum) \$108.00 Per Hour
- Transport With Operator \$149.00 Per Hour
- Paver With 3 Operators And 1 Laborer \$308.00 Per Hour
- Backhoe With Operator \$96.00
- Tackpot/Tack Distribution Equipment \$70.00
- Double Drum Roller 36" to 66" With Operator \$104.00

# Typical Costs For Concrete Repair

#### All Costs Are Time And Materials

- Concrete Is Sold In A Minimum Of Three Yards.
- \$165.00 Per Yard With Driver Wait Time \$495.00
   (It Is Difficult To Get A Truck For These Small Amounts)
- Average 3 Pours A Day (Sidewalk Tiles Or Curb And Gutter).
   (Pours Can Be Blocks Away From Each Other)
- Laborers \$60.00 Per Hour.
- Lead Man/Concrete Finisher \$75.00 Per Hour.
- 3 Man Crew \$195.00 Per Hour. Per Day \$1,560.00.
- Crew And Materials For Three Pours Or Leaks \$2,055.00 Or \$685.00 Each

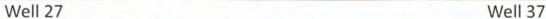
### Things We Have Done To Prevent Leaks

- Installed VFD's On Wells Starts And Stops Pumps At Lower Speeds. Runs Pumps At Desired Speed.
- Installed Cla-Vals At Well Houses Slowly Transitions Flow From Discharge Into The Distribution System On Start Up And Shut Down To Elevate Shock And Pressure Fluctuations.
- Adding More Wells On SCADA The Pumps Speed Up And Slow Down Based On Tank Level Instead Of Manually Starting And Stopping When Tanks Are Full. Relieving Shock On System.
- Installed Pressure Gauges At Well Houses That Are Read Daily By Operators. Staff Plans To Install Remote Read Pressure Sensors With Alarm Call Out For High And Low Pressure Alarms.
- Installed Pressure Sensors On PRV Stations Along Manzanita Where 5 Wells Are Located. These Have High And Low Pressure Alarms That Call Out 24-7 365 Days A Year. We Pull Readings Every 15 Seconds From These Locations.
- Incorporated A PRV Maintenance Program. About 50% OF PRV's Have Been Rebuilt And Are On A Yearly Maintenance Schedule.
- Installed Automatic Control Valve Between High Side And Low Side Connection At 2<sup>nd</sup> Street Tank That Modulates Based On Tank Levels And Slowly Opens And Closes Based On Seasonal Needs.
- Water Main Replacement Replaced Water Mains In 4 Alleys In 2018.
- Service Line Replacement Replaced Service Lines With Phase 1 And 2 Of The Cedar Street Project. Staff Also Completes Full Services On Blue Poly, Black Thin Wall, Galvanized, And PVC Service Lines.
- Staff Installs FCRC On All Poly Lines That Have Been Pinched, To Prevent Future Leaks.

### Wells With Cla-Vals Installed In Last Two Years

Well 38 Well 96







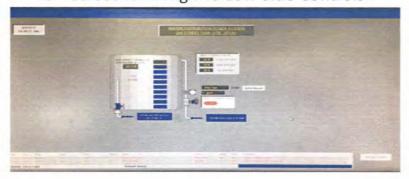


# Typical SCADA View Of Distribution Components

Tank Levels



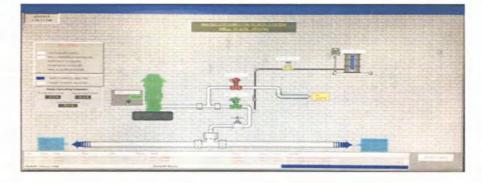
2<sup>nd</sup> Street Tank High To Low Side Controls



**PRV Sites** 



Well 96 Controls



#### Elko City Council Agenda Action Sheet

- 1. Title: Review, consideration, and possible action to authorize City Staff to give a landfill voucher to adult volunteers that participate in the "Take Pride in Your Community Cleanup, Greenup, Recycle Event and Prescription Drug Roundup" event, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: March 12, 2019
- 3. Agenda Category: CONSENT AGENDA
- 4. Time Required: 5 Minutes
- 5. Background Information: This year's "Take Pride in Your Community Cleanup, Greenup, Recycle Event and Prescription Drug Roundup" event is scheduled for Saturday, April 27, 2019. In the past, the City Council has provided one voucher to the adult volunteers that were engaged in cleaning public property/right-of-ways. The voucher concept was very popular with the volunteers and affords them the same opportunity to remove waste from their personal property and dispose of it without having to pay a tipping fee at the landfill. In order to provide these volunteers the same opportunity as other citizens, these vouchers would be good for one day. DS
- 6. Budget Information:

Appropriation Required: Varies depending upon volume and participants
Budget amount available: Part of the "Take Pride in Your Community Cleanup,
Greenup, Recycle Event and Prescription Drug Roundup" semi-annual
contribution and paid for by user fees.

Fund name: Landfill Operating Budget

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information: None
- 9. Recommended Motion: Authorize Staff to give no more than one Landfill Voucher, per family, to adult volunteers that participate in the "Take Pride in Your Community Cleanup, Greenup, Recycle Event and Prescription Drug Roundup."
- 10. Prepared By: Dennis Strickland, Public Works Director
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Agenda Distribution: Mike Hess, Landfill Superintendent <a href="mailto:mhess@elkocitynv.gov">mhess@elkocitynv.gov</a>

- 1. Title: Review, consideration, and possible approval of a request from Elko Police Department to apply for a domestic violence prevention grant and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: March 12, 2019
- 3. Agenda Category: **CONSENT ITEM**
- 4. Time Required: 5 Minutes
- 5. Background Information: The Elko Police Department is seeking City Council permission to apply for a Violence Against Women Act (VAWA) grant under the Services, Officers, Training, and Prosecutors (STOP) sub-grant category. The application is to fund a part-time Domestic Violence Systems Advocate for a possible maximum amount of \$40,000.00.

This grant requires a 25% match, which may be fulfilled through either funding and/or in-kind contributions. The intent of the Elko Police Department is to meet this requirement through in-kind services.

The Domestic Violence Systems Advocate would be responsible for reviewing all domestic violence cases, incidents, and referrals; liaison with domestic violence victims; conducting assessments of prior history of abuse; referral to officers for follow-up investigations; referral to local domestic violence resources; liaison with local prosecutors; develop and maintain relationships with community agencies which collaboratively respond to domestic violence cases; and maintain and submit both monthly and annual statistics on domestic violence cases. BR

6. Budget Information: **Tentatively added to General Fund Budget**.

Appropriation Required: **None** Budget amount available: **None** 

Fund name:

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information:
- 9. Recommended Motion: Approve the request from the Elko Police Department to apply for this grant.
- 10. Prepared By: Ty Trouten, EPD Captain
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Agenda Distribution:

- 1. Title: Review, consideration, and possible award of a bid for the Well 36 Public Improvements Project 2019, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: March 12, 2019
- 3. Agenda Category: APPROPRIATION
- 4. Time Required: 3 Minutes
- 5. Background Information: Bids were opened on February 22, 2019. 5 bids were received. Ruby Dome was the low bidder in the amount of \$118,703.89. Their bid is compliant.

Although this cost is over the budgeted amount, the City has available funds due to cost savings on other Capital Projects including the North 5<sup>th</sup> Street Tank Site and the Well 29 Rehabilitation Project. RL

6. Budget Impact Statement:

Appropriation Required: \$118,703.89 Budget amount available: \$100,000.00

Fund name: Water

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information: **Bid Tally Sheet**
- 9. Recommended Motion: Move to approve award to Ruby Dome in the amount of \$118,703.89
- 10. Prepared By: **Ryan Limberg, Utilities Director**
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Council Agenda Distribution:

#### CITY OF ELKO BID TABULATION FOR

## Well 36 Public Works Project February 22, 2019

Name Address				E	Ruby Dome Inc. 6525 Idaho St.		Great Basin Engineering Contractors PO Box 396		Element Construction 197 Elko Summit Dr.		Remington Construction 445 5th St.			MKD Construction 20 Stokes dr.
ity State				1	Elko, NV 89801		Elko, NV 89803		Elko, NV		Elko, NV 89801			moundhouse, NV 89706
Phone			775-738-2154 775-340-8365				702-373-6254		775-738-6001			775-848-1448		
No. Fax No.					775-738-8063	-	N/A		N/A	+	N/A			N/A
Vo.	Bid Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Actual Bid	Unit Price	Amount
*0.	Dio item beautipoon	Guarity	OTHE	OTIN 1 1100	Allount	OTHER HOS	Automotiv	Office	Sandan	Gritt rice	Tunbane	Trottadi Did	Office filed	Timodin
1	Mobilization and Demobilization	1	L.S.	\$ 11,500.00	\$11,500.00	\$5,123,10	\$5,123,10	\$4,950,00	\$4,950:00	\$ 11,103.00	\$11,103.00	\$11,103.00	\$ 30,000.00	\$30,000.00
2	Traffic Control	1	L.S.	\$ 1,860,00	\$1,860,00	\$2,156,91	\$2,156,91	\$3,850.00	\$3,850.00	\$ 5,250.00	\$5,250.00	\$5,250.00	\$ 9,620.50	\$9,620.50
3	Remove & Dispose of Existing Curb, Gutter, Apron, and Sidewalk	300	S.F.	\$ 3.50	\$1,050,00	\$8.15	\$2,445.00	\$4.98	\$1,494.00	\$ 19.46	\$5,838.00	\$5,838.00	\$ 20.00	\$6,000.00
4	Remove & Dispose of Existing Asphalt	175	S.F.	\$ 2.00	\$350.00	\$12.80	\$2,240.00	\$3.28	\$574.00	\$ 27.14	\$4,749.50	\$4,750.00	\$ 20.00	\$3,500.00
5	Saw Cut Asphalt Pavement	190	L,F,	\$ 2.00	\$380.00	\$5.36	\$1,018.40	\$1.90	\$361.00	\$ 8.15	\$1,548.50	\$1,549.00	\$ 7.00	\$1,330.00
6	Type 1 Curb & Gutter - Typical	125	L.F.	\$ 28.00	\$3,500.00	\$43.85	\$5,481.25	\$25,68	\$3,210.00	\$ 29.70	\$3,712.50	\$3,713.00	\$ 75.00	\$9,375.00
7	Type 1 Curb & Gutter in driveway Including Tapers – Non-Typical	195	L.F.	\$ 28.00	\$5,460,00	\$44.32	\$8,642.40	\$22.00	\$4,290.00	\$ 29.70	\$5,791.50	\$5,792.00	\$ 53.00	\$10,335.00
8	Type 1 Curb with Valley Gutter Apron	240	S.F.	\$ 8.75	\$2,100,00	\$25.83	\$6,199.20	\$10.75	\$2,580.00	\$ 9.35	\$2,244.00	\$2,244.00	\$ 28.00	\$6,720.00
9	6' Valley Gutter	116	S.F.	\$ 8.75	\$1,015,00	\$31.95	\$3,706.20	\$13.50	\$1,566.00	\$ 9.35	\$1,084.60	\$1,085.00	\$ 28.00	\$3.248.00
10	4" Thick Typical Concrete Sidewalk	712	S.F.	\$ 6.25	\$4,450.00	\$7.90	\$5,624.80	\$5.00	\$3,560.00	\$ 6,60	\$4,699.20	\$4,699.00	\$ 9.00	\$6,408.00
11	6" Depressed Concrete Sidewalk in Driveway Including Taper	975	S.F.	s 8.75	\$8,531,25	\$13.21	\$12,879.75	\$13.52	\$13,182.00	\$ 9.59	\$9,350.25	\$9,350.00	\$ 16.00	\$15,600.00
12	6" Thick Type 1 Sidewalk Curb Ramp	96	S.F.	\$ 20.00	\$1,920,00	\$38.19	\$3,666.24	\$34.25	\$3,288.00	\$ 19.79	\$1,899.84	\$1,900.00	\$ 48.00	\$4,608.00
13	4" AC Pavement	9,262	S.F.	\$ 3.52	\$32,602,24	\$5.60	\$51,867.20	\$4.40	\$40,752.80	\$ 4.20	\$38,900.40	\$38,900.00	\$ 6.75	\$62,518.50
14	12" Type II Aggregate Base Under AC Pavement	9,262	S.F.	\$ 2.10	\$19,450.20	\$2.03	\$18,801.86	\$2.87	\$26,581.94	\$ 1.03	\$9,539.86	\$9,540.00	\$ 4.00	\$37,048.00
15	6" Type II Aggregate Base Under typical Sidewalks, Gutters, Driveway and Curb Ramp.	2,035	S.F.	\$ 2.12	54,314.20	\$2.93	\$5,962.55	\$3.60	\$7,326.00	\$ 1.87	\$3,805.45	\$3,805.00	S 11.00	\$22,385.00
16	4" Type II Aggregate Base under Typical Sidewalks	712	S.F.	\$ 2.50	\$1,780.00	\$2.63	\$1,872.56	\$2,59	\$1,844.08	\$ 2.80	\$1,993.60	\$1,994.00	\$ 11.00	\$7,832.00
17	Type II Aggregate Base Behind Driveway on Ruby Vista Dr.	2,420	S.F.	\$ 0.65	\$1,573.00	\$1.10	\$2,662.00	\$2.10	\$5,082.00	\$ 1.85	\$4,477.00	\$4,477.00	\$ 2.00	\$4,840.00
18	Type II Aggregate Base in 2' Shoulder Around AC on Ruby Vista Dr.	533	S.F.	\$ 1.00	\$533.00	\$2.32	\$1,236.56	\$5.69	\$3,032,77	\$ 4.20	\$2,238.60	\$2,239.00	s 7.00	\$3,731.00
19	Stripping and Grubbing	1	L.S.	\$ 2,000,00	\$2,000.00	\$2,284.60	\$2,284.60	\$4,286.00	\$4,286.00	\$ 10,657.00	\$10,657.00	\$10,657.00	\$ 5,000.00	\$5,000.00
20	Unclassified Excavation	300	C.Y.	\$ 12.00	\$3,600.00	\$15.07	\$4,521.00	\$82.39	\$24,717.00	\$ 39.34	\$11,802.00	\$11,802.00	\$ 44.00	\$13,200.00
21	Excess Structural Fill	100	C.Y.	\$ 7,50	\$750.00	\$19.03	\$1,903.00	\$39.46	\$3,946.00	\$ 153.00	\$15,300.00	\$30,600.00	\$ 44.00	\$4,400.00
22	Earth Drainage Swales & Finished Grading	1	L.S.	\$ 3,800.00	\$3,800.00	\$6,031.25	\$6,031.25	\$3,082.00	\$3,082.00	\$ 4,612.00	\$4,612.00	\$4,612.00	\$ 2,000.00	\$2,000.00
23	PCC Lined Drainage Swale at End of Ruby Vista Dr.	1	L.S.	\$ 500.00	\$500.00	\$1,551.99	\$1,551.99	\$485.00	\$485.00	\$ 1,265.00	\$1,265.00	\$1,265.00	\$ 3,000.00	\$3,000.00

					1		2		3		4			5
	Total		1		\$118,703,89		\$171,820.71		\$171,846.59		\$177,892.80	\$193,195.00		\$299,999.00
27	Asphalt Patch	60	S.F.	\$ B.50	\$510.00	\$38.22	\$2,293.20	\$17.60	\$1,056.00	\$ 18.40	\$1,104.00	\$1,104.00	\$ 30.00	\$1,800.00
26	Adjust Water Valve Boxes	2	EA.	\$ 400,00	\$800.00	\$844.49	\$1,688.98	\$200.00	\$400.00	\$ 648.00	\$1,296.00	\$1,296.00	\$ 2,000.00	\$4,000.00
25	Remove and Relocate SATVIEW BROADAND Utility Box	1	L.S.	\$ 1,500.00	\$1,500.00	\$4,143.56	\$4,143.56	\$1,675,00	\$1,675.00	\$ 2,660.00	\$2,660.00	\$2,660.00	\$ 6,500.00	\$6,500.00
24	NV Energy work items including Street light, Utility Box, and Conduit relocation	1	L.S.	\$ 2,875.00	\$2,875.00	\$5,817.15	\$5,817.15	\$4,675,00	\$4,675.00	\$ 10,971.00	\$10,971.00	\$10,971.00	\$ 15,000.00	\$15,000.00

\*Roundedmost items to dollar amount \*Error on item #21 \*Rounded Total is off \$2.00

- 1. Title: Review, consideration, and possible approval of a Water and Sewer Line Oversize Reimbursement Agreement with Autumn Colors LLC and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: **March 12, 2019**
- Agenda Category: APPROPRIATION
- 4. Time Required: 3 Minutes
- 5. Background Information: Autumn Colors LLC installed oversized water and sewer mains at the City's request to enable future development. Attached is the reimbursement agreement and cost breakdown. The reimbursement amount for water oversize totals \$66,113.43. The reimbursement amount for sewer totals \$2912.37. RL
- 6. Budget Impact Statement:

Appropriation Required: Listed above

Budget amount available: \$66,113.43 Water, \$2912.37 Sewer

Fund name: Water and Sewer Budgets

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information: Water and Sewer Line Oversize Reimbursement Agreement and cost breakdown sheet.
- 9. Recommended Motion: Move to approve W/S Oversize Reimbursement Agreement with Autumn Colors LLC.
- 10. Prepared By: Ryan Limberg, Utilities Director
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Council Agenda Distribution: Jon Bailey, jbaileype@gmail.com

#### WATER AND SEWER LINE OVERSIZE REIMBURSEMENT AGREEMENT

THIS	AGREEMEN?	Г made	and	entered	into	this _		day	of
	, 2019_by	and be	tween	the CI	TY OF	ELKO	<b>)</b> , a	munici	pal
corporation,	organized and	d existing	g unde	er the lav	ws of	the Sta	ate of	Neva	da,
hereinafter r	eferred to as	the "City	," and	<b>AUTUM</b>	N COL	ORS L	LC, a	a Neva	ada
limited liabili	ty company, he	reinafter	referre	d to as th	ne "Ow	ner."			

## **RECITALS**

- 1. The **City** is a governmental entity to which is delegated the responsibility of providing water and sewer service to persons who reside within its corporate boundaries; and
- 2. The **Owner** is engaged in the development of a residential subdivision known as "Autumn Color Estates," as shown on the attached map identified as Exhibit A, hereinafter referred to as the "**Project**;" and
- 3. The **City** has agreed to reimburse Owner for the construction of the water and sewer lines which are in excess of the size that would otherwise be required to serve Autumn Color Estates.

## NOW THEREFORE, the City and Owner agree as follows:

- 1. The parties agree that the **City** will reimburse the **Owner** for construction of oversize reimbursement costs as follows:
  - a. The oversize cost to install 12- and 18-inch diameter water line in place of a 10-inch diameter water line for the **Project** shall be reimbursed to the **Owner** in accordance with Elko City Code Subsection 9-1-35(C).
  - b. The oversize cost to install a 10-inch diameter sewer line in place of an 8-inch diameter sewer line for the **Project** shall be reimbursed to the **Owner** in accordance with Elko City Code Subsection 9-5-33(C).
- 2. The parties agree that the water and sewer lines for **Project** will be installed in a diligent and workmanlike manner, according to the approved plans and specifications, and in accordance with the City of Elko's Standard Specifications for Public Works Construction, 2012 Edition (commonly referred to as the "Orange Book").
- 3. Each party shall protect, indemnify and hold harmless the other party and the other party's officers and employees from any and all claims,

damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the other party, its officers or employees may suffer as a result of, by reason of, or arising out of its negligent acts or omissions, or the negligent acts or omissions of its subcontractors or agents, to the extent such acts or omissions take place in relation to the fulfillment or performance of the terms, conditions or covenants of this **Agreement**.

- 4. The **City** agrees to provide reimbursement to the **Owner** for the oversize water and sewer lines in an amount approved by the Elko City Council.
- 5. Reimbursement from the **City** to the **Owner** for the cost of oversizing the subject water and sewer lines will be paid upon satisfactory completion of the work as determined by the **City**.
- 6. Any disputes arising hereunder shall be resolved in the Fourth Judicial District Court, in and for the County of Elko, State of Nevada. In the event of a dispute, the prevailing party shall be entitled to an award of reasonable attorney fees and costs. This **Agreement** replaces all prior agreements pertaining to the subject matter hereof and any further modifications or amendments must be in writing.
- 7. This **Agreement** shall become effective upon the execution hereof by the **City**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

a municipal corporation
By:
REECE KEENER, Mayor
ATTEST:
KELLY WOOLDRIDGE, City Clerk

T/ 05 51 1/0

AUTUMN COLORS LLC, a Nevada limited liability company
By:, Managing Member

Exhibit "A"



# PHASE 2 & PHASE 5 AS PER WESTERN NV

INVOICE# CUST-PO#  15653154 Phase 2  15653154 Phase 2  15653154 Phase 2  15653154-2 Phase 2  15675962 Phase 2  15675962 Phase 2  25681496 Phase 2  25690492 Phase 5  27523702 Phase 5  27523702 Phase 5  27523702 Phase 5  27523702 Phase 5  27523690 Phase 5  27523690 Phase 5  27523690 Phase 5  27571002 Phase 5  27571002 Phase 5  27571003 Phase 5  275710340 Phase 5  27523713 Phase 5  27523713 Phase 5	INV-DATE PART# 9/13/2013 WF1001257 9/13/2013 WF10101257 9/13/2013 WF11319078 9/13/2013 WF1310177 10/3/2013 WV1801017 10/15/2013 WV1801017 10/15/2013 WF1319052 10/15/2013 WF1319052 10/15/2013 WF11420017 10/16/2013 WF11420017 10/16/2013 WF11420017 10/16/2013 WF11420017 10/16/2013 WF11319070 7/31/2018 WF1115029 7/31/2018 WF11310177 7/31/2018 WF11345017 8/13/2018 WF1202256 8/15/2018 WF1202256 8/15/2018 WF1001258 8/28/2018 WF1001258 8/28/2018 WF1001258 8/28/2018 WF1001258 8/28/2018 WF1001258 11/7/2018 WV1801045 11/7/2018 WV1801045 11/7/2018 WV1801045 11/7/2018 WV1801045 11/13/2018 WF1319078	DESCRIPTION	EA 6 5 EA 1 5 3. EA 8 5 EA 1 5 1. EA 1 5 1. EA 1 5 1. EA 1 5 EA 1	239.10 \$ 104.93 18.02 \$ 7.96 489.20 \$ 167.41 727.60 \$ 288.73 1,102.65 \$ 1,732.84 46.03 \$ 19.55 109.02 \$ 49.13 860.00 \$ 235.36 38.39 \$ 15.22 38.39 \$ 11.81 39.30 \$ 171.83 39.30 \$ 171.83 39.30 \$ 171.83 39.30 \$ 171.83 39.30 \$ 171.83 39.30 \$ 171.83 39.30 \$ 171.83	3 \$ 134.17 5 \$ 10.06 7 \$ 321.73 1 \$ 438.89 4 \$ 1,369.81 5 \$ 26.44 3 \$ 59.89 5 \$ 624.61 2 \$ 23.17 2 \$ 23.17 3 \$ 1,207.69 5 \$ 890.17 5 \$ 517.31 6 \$ 548.42 6 \$ 33.17 8 \$ 187.04 6 \$ 34.42 6 \$ 34.4	\$ 60.36 \$ 321.73 \$ 877.78 \$ 1,369.81 \$ 1,369.81 \$ 1,369.81 \$ 11.52 \$ 479.12 \$ 4,995.88 \$ 2,780.40 \$ 1,207.69 \$ 890.17 \$ 517.31 \$ 450.82 \$ 1,096.84 \$ 19,238.60 \$ 260.67 \$ 2,057.44 \$ 748.16 \$ 1,096.84 \$ 2,653.60 \$ 1,481.31 \$ 29.98
PHASE 1			PIKER	INVE	QUANTITY	TOTAL
12"	C900	\$21.50/FT				= \$1205.76
10"	(900	\$ 15.22/ FT	> \$6.0	0/17 10	172 45)	5 1.00
18"	C905 -	\$38.37/2 >	\$23.1	7 * (34	7)=	\$8,086:33
	XFLL BFV	\$3150 \$1668.69	Þ1481.	31 \$ (3	) = \$	4443 95
18" x 6"	MJ XFLY -	T \$727 00 >	\$43839	*(1)	= \$43	3837
18" FLG	· + +	1858 02 > \$1 650 34	20767	A(2)	= \$24	115 38
18 Bor	T GASKE	7 \$13455 > \$ 7 \$47 <sup>64</sup>	5 86 <u>61</u> 2	h (3)	= \$260	0.04
10" 57	DR 35 P	VC S5 \$8"	> \$1.93	A (1509)	= \$2	91237
	_	Town Tile				
		TOTAL PHASE	1,2,	) =	P67.0	019



## **Price quote**

Bill Cassinelli <BCassinelli@goblueteam.com>
To: Jon Bailey <jbaileype@gmail.com>

Tue, Feb 19, 2019 at 10:26 AM

Jon

Here are the pipe prices from 2012-2013 should be close to what you had on ph1

C900 PRICE 2012

12" - \$21.50 per foot

10" - \$15.22 per foot

SDR 35 2012 price

10" - \$8.19 per foot

8" - \$6.26 per foot

Thanks Bill

Bill Cassinelli Elko Branch Manager



1225 Water St., Elko, NV 89431 tel 775.738.9811 • fax 775.738.6466 cell 775.846.7091

# ARE UNIT PRICE DIFFERENCES



# W/O QUANTITIES JUST TO SEE PRICE DIFFERENCE SPREADSIFFET HAS QUAMTING

WESTERN NEVADA SUPPLY \* \* Q U O T A T I O N \* \*

TO: BAILEY HOMES

JOB:

1250 LAMOILLE HIGHWAY, STE. 62

ELKO, NV 89801

DATE:

11/27/18 NO. 807800

EFFECTIVE 11/27/18 TO 11/27/18

TERMS:

NET 30

PAGE# 1

FOB:

PREP. BY: BILL CASSINELLI

775-738-9811

bcassinelli@goblueteam.com

18" vs 10" for info only

#### WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL \*\*\* SALES TAX NOT INCLUDED \*\*\*

		*** SALES TAX NOT INCLUDED ***		
Qty	Part #	Description		. Extended
· <del></del>				
		2012		
	1	===> 2013		
1	WAZ1301083	18 FULL FACE FLG TYTE GSKT	46.03	46.03
1	WAZ1301075	10 FULL FACE FLG TYTE GSKT	19.59	19.59
1	wfi1001257	18 PVC RED MEGA LUG RET GLAND CM	239.10	239.10
1	WFI1001200	10 PVC RED MEGA LUG RET GLAND CM	104.93	104.93
1	WFI1310177	18 X 6 MJ X FLG T SSB L/A	727.60	727.60
1	WFI1310137	10 X 6 MJ X FLG T SSB L/A	288.71	288.71
. 1	WFI1319052	18 MJ PAK SSB	109.02	109.02
1	WFI1319048	10 MJ PAK SSB	49.13	49.13
1	WFI1319078	18 MJ GSKT SSB	18.02	18.02
1	WFI1319074	10 MJ GSKT SSB	7.96	7.96
1	WFI1418015	18 MJ SLV SSB LONG L/A	489.20	489.20
1	WFI1318007	10 LONG MJ SLV SSB L/A	167.47	167.47
1	WFI1420017	18 MJ X FLG ADPT SSB LA	860.00	860.00
1	WFI1320009	10 MJ X FLG ADPT SSB L/A	235.39	235.39
120	WPZ1A02264	18 X 20 DR25 CL165 PVC C905	38.39	4606.80
120	WPZ1A01200	10 X 20 DR18 CL235 PVC C900 PIPE	15.22	1826.40
1	WVI1801017	MUEL 18 F X F BFV EL&C	3102.65	3102.65
. 1	WVI1305175	10 FLG X FLG RW VLV EPOXY IN/OUT	1732.84	1732.84
		SEGMENT 1	TOTAL	14,630.84
	2	===> 2018		
	۷	2016		
1	WAZ1203171	18 BOLT, NUT & GASKET SET	134.53	134.53
1	WAZ1203150	10 BOLT, NUT & GASKET SET	47.64	47.64
1	WFI1001258	18 MEGA LUG RET GLAND PVC W/ACC	298.85	298.85
1	WFI1001205	10 MEGA LUG RET GLND PVC W/ACC	111.81	111.81
1	WFI1110070	18 FLG T	1858.07	1858.07
1	WFI1110032	10 FLG T	650.38	650.38
1	WFI1115029	18 X 10 FLG CONC RED	890.17	890.17
1	WFI1310177	18 X 6 MJ X FLG T SSB L/A	859.69	859.69
1	WFI1310137	10 X 6 MJ X FLG T SSB L/A	342.38	342.38
1	WFI1319078	18 MJ GSKT SSB	26.77	26.77
1	WFI1319074	10 MJ GSKT SSB	11.78	11.78

## WESTERN NEVADA SUPPLY \* \* Q U O T A T I O N \* \*

QUOTE#: 807800 DATE..: 11/27/18

JOB...: PAGE#.: 2

Qty =====	Part #	Description	Price	. Extended
1	WFI1322017	18 MJ 22 SSB L/A	633.42	633.42
1	WF11322017 WF11322009	10 MJ 22 SSB L/A	182.60	182.60
1	WFI1345017	18 MJ 45 SSB L/A	720.30	720.3
1	WFI1345017	10 MJ 45 SSB L/A	171.88	171.8
1	WPZ1A02264	18 X 20 DR25 CL165 PVC C905	49.50	49.5
1	WPZ1A01200	10 X 20 DR18 CL235 PVC C900 PIPE	16.33	16.3
1	WVI1801045	MUEL 18 MJ X FLG BFV EL&C	3150.00	3150.0
1	WVI1304200	10 MJ X FLG RW VLV EPOXY IN/OUT	1668.69	1668.6
		SEGMENT 2	TOTAL	11,824.7
			·	=======
		OUOTATION TOTALS		26,455.63

## \* \* \* SALES TAX NOT INCLUDED \* \* \*

THE MATERIAL LISTED ABOVE IS QUOTED PER THE PLANS AND SPECS PROVIDED TO WNS, AND WHETHER SPECIFIED OR NOT WILL BE SUBJECT TO THE ENGINEER'S APPROVAL. ALL SALES ARE SUBJECT TO TAX.

- 1. Title: Review, consideration, and possible award of a bid for the East Secondary Clarifier Rehabilitation Project 2019, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: March 12, 2019
- 3. Agenda Category: APPROPRIATION
- 4. Time Required: 3 Minutes
- 5. Background Information: —This is a yearly maintenance project which rotates between 5 clarifiers. Bids were opened on March 6, 2019. A Bid Tally Sheet is included as supplemental agenda information. RL
- 6. Budget Impact Statement:

Appropriation Required: \$104,198.30 Budget amount available: \$81,500.00

Fund name: Sewer

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information: Bid Tally Sheet
- 9. Recommended Motion: The Council finds that there is an arithmetic error in the amount of \$1,000.00 on Line 3 and rounding errors of less than \$1.00 on Lines 4 and 5 of the bid submitted by Gateway Company of Utah LLC for the East Secondary Clarifier Rehabilitation Project 2019. —The Council further finds that these arithmetic and rounding errors are minor technical defects and that a waiver of these defects does not give Gateway Company of Utah LLC a competitive advantage over any other bidder. —Accordingly, the Council waives the aforementioned arithmetic and rounding errors and awards the bid for the East Secondary Clarifier Rehabilitation Project 2019 to Gateway Company of Utah LLC in the amount of \$104,198.30, as corrected.
- 10. Prepared By: Ryan Limberg, Utilities Director
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Council Agenda Distribution

#### CITY OF ELKO BID TABULATION FOR

### 3RD SECONDARY CLAIFIER -REHAB PROJECT 2019 DATE: 3/6/19

Name Address City Stat Phone N Fax No.	s te o.		The Gateway Co. of UT  1617 North Chicago St.  Salt Lake City, UT 84116  801-532-2500  801-532-2559			Olympus & Asso. Inc. 405 Lovitt Ln Reno, NV 89506 775-332-0346 775-322-0288		
No.	Bid Item Description	Quantity	Unit	Unit Price	Total Amount		Unit Price	Total Amount
	Mobilization & Demobilization Labor, Equipment, and							
1	Materials to and from the Project Site @: Per Lump Sum Amount	1	LS	\$ 10,000.00	\$10,000.00		\$2,000.00	\$2,000.00
2	The Contractor shall Clean the Clarifier Surfaces prior to sand blasting the surfaces using high pressure water jetting equipment, or similar methods @:  Per Lump Sum Amount. (Minimum of 3,000 psi and maximum of 5,000.00)	1	LS	\$ 4,500.00	\$4,500.00		\$2,000.00	\$2,000.00
3	Provide and Perform Abrasive Sand Blast Cleaning meeting SSPC-SP10/NACE 2 "Near White Blast Cleaning" of all Clarifier Submerged Metal Surfaces @: Per Square Foot of Surface Area.	2370	SF	\$ 23.00	\$55,510.00	Should be \$ 54,510.00 (\$1,000.00 error)	\$35.50	\$84,135.00
4	Provide and Perform Abrasive Sand Blast Cleaning meeting SSPC-SP6/NACE 3 "Commercial Blast Cleaning" of the Metal Bridge Surfaces located above the High Water Level @:Per Square Foot of Surface Area.	340	SF	\$ 18.53	\$6,300.00	Should Be \$ 6,300.20 (.20 off)	\$22.00	\$7,480.00
5	Provide Materials, Labor & Equipment to coat/paint all metal surfaces of the East Clarifier, as specified, @:Per Square Foot of Surface Area.	2710	SF	\$ 9.11	\$24,688.00	Should be \$ 24,688.10 (off .10)	\$23.00	\$62,330.00
6	Third Party NACE Inspection Holiday Testing and DFT Thickness Test & Reports, as specified and described on Page 72 in the Project Technical Specifications @ Per Lump Sum Amount. (revised)	1	LS	\$ 1,600.00	\$1,600.00		\$19,955.00	\$19,955.00
7	Project Cleanup – Provide all Materials, Labor and Equipment required to clean up the Jobsite after completion of the work – see @: Per Lump Sum.	1	LS	\$ 2,600.00	\$2,600.00		\$2,000.00	\$2,000.00

- 1. Title: Review, consideration, and possible authorization for Staff to solicit bids for the Public Works Department for Plantmix Bituminous Pavement materials to be used for the Year 2019 Construction Season, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: March 12, 2019
- 3. Agenda Category: **APPROPRIATION**
- 4. Time Required: 5 Minutes
- 5. Background Information: This is an annual bid request for Plantmix Bituminous Pavement Materials based upon a unit price per ton amount. The materials are primarily used by the Public Works Department on streets, but the material may also be used by other departments as needed. DS
- 6. Budget Information: Estimated amount to be used is 2,400 tons

Appropriation Required: \$200,000

Budget amount available: \$200,000 (requested in the 2019/20 FY Budget)
Fund name: General Fund; Public Works Dept.; Hot-mix and Street Repairs

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information: None at this time
- 9. Recommended Motion: Authorize Staff to solicit bids for Plantmix Bituminous Pavement Materials to be used for 2019 Construction Season
- 10. Prepared By: Dennis Strickland, Public Works Director
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Agenda Distribution: Mike Newby

Mike.Newby@stakerparson.com

- 1. Title: Consideration and possible authorization for Staff to apply for Federal Aviation Administration Grant # AIP 3-32-0005-050-2019 Pavement Preservation and Rehabilitation, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: March 12, 2019
- 3. Agenda Category: **APPROPRIATION**
- 4. Time Required: 5 Minutes
- 5. Background Information: Pavement treatment must be accomplished on a regular basis to extend the life of the airfield pavements. Prior to placing the seal coat, cracks will be routed and sealed, unsatisfactory areas will be repaired. Crack Sealing and placing a Seal Coat on the pavement areas will extend the life of these pavements by reducing the amount of water penetrating the base and subgrade layers resulting in weakened support for the pavements. Rehabilitation of asphalt concrete pavements is done where the pavements have extensive cracking but do not have subgrade failure. Most pavements at the airport have not had any preservation treatment in the last several years. JF
- 6. Budget Impact Statement:

Appropriation Required: \$1,000,000.00 Budget amount available: \$66,667.00 Fund name: Airport Enterprise

- 7. Business Impact Statement: Required/Not Required
- 8. Supplemental Agenda Information: **Grant Application**
- 9. Recommended Motion: Authorize Staff to apply for FAA AIP #50 3-32-0005-050-2019
- 10. Prepared By: Jim Foster, Airport Manager
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Council Agenda Distribution: Kevin Nielsen, Project Manager

Jviation, Inc.

35 South 400 West, Suite 200

**St.** George, UT 84770

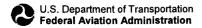
Kirk.Nielsen@jviation.com

OMB Number: 4040-0004 Expiration Date: 10/31/2019

Application for	r Federal Assista	ince SF-424							
* 1. Type of Submis  Preapplicatio  Application  Changed/Cor		* 2. Type of Application:  New Continuation Revision		If Revision, select appropriate letter(s):  Other (Specify):					
* 3. Date Received:		4. Applicant Identifier:							
		EKO (Elko Regional	Ai	(rport)					
5a. Federal Entity I	dentifier:			5b. Federal Award Identifier:					
			A.I.P. 3-32-0005-050-2019						
State Use Only:									
6. Date Received b	y State:	7. State Application	on Id	dentifier:					
8. APPLICANT IN	FORMATION:								
* a. Legal Name:	Elko Regional F	Airport							
* b. Employer/Taxp 88-6000190	ayer Identification Nu	mber (EIN/TIN):		*c. Organizational DUNS: 081833311					
d. Address:									
* Street1: Street2:	975 Terminal	Way							
* City:	Elko								
County/Parish:	Elko County								
* State:			_	NV: Nevada					
Province:  * Country:			_	TOTAL TOTAL CONTROL OF THE CONTROL O					
* Zip / Postal Code:	89801		USA: UNITED STATES						
e. Organizational	Unit:		_						
Department Name:				Division Name:					
Elko Regional				Elko Regional Airport					
f. Name and cont	act information of p	erson to be contacted on	mat	tters involving this application:					
Prefix: Mr	· .	* First Nar	me:	Jim					
Middle Name:									
* Last Name: Fo	oster	1							
Title: Airport 1	Manager, Elko R	egional Airport							
Organizational Affili									
Elko Regional									
* Telephone Number	er: (775)777-719	<b>9</b> 0		Fax Number: (775) 777–7359					
*Email: jfoste:	r@elkocitynv.go	▼							

Application for Federal Assistance SF-424
* 9. Type of Applicant 1: Select Applicant Type:
C: City or Township Government
Type of Applicant 2: Select Applicant Type:
Type of Applicant 3: Select Applicant Type:
* Other (specify):
* 10. Name of Federal Agency:
Federal Aviation Administration
11. Catalog of Federal Domestic Assistance Number:
20.106
CFDA Title:
Airport Improvement Program
* 12. Funding Opportunity Number:
Not Applicable
*Title:
N/A
13. Competition Identification Number:
Not Applicable
Title:
N/A
14. Areas Affected by Project (Cities, Counties, States, etc.):
City of Elko, Elko County, Nevada  Add Attachment  Delete Attachment  View Attachment
* 15. Descriptive Title of Applicant's Project:
Sch.I-Pavement Preservation and Rehabilitation
Attach supporting documents as specified in agency instructions.
Add Attachments Delete Attachments View Attachments

Application	for Federal Assistanc	ce SF-424				
16. Congression	onal Districts Of:					
* a. Applicant	NV 002			* b. Progr	am/Project NV 00	2
Attach an addition	onal list of Program/Project (	Congressional Distric	ts if needed.			
			Add Attachmer	Delete Al	ttachment Vie	w Attachment
17. Proposed F	Project:					
* a. Start Date:	01/01/2019			* b	. End Date: 12/31	1/2019
18. Estimated	Funding (\$):					
* a. Federal		1,000,000.00				
* b. Applicant		0.00				
* c. State		0.00				
* d. Local		66,667.00				
* e. Other		0.00				
* f. Program Inc	come	0.00				
* g. TOTAL		1,066,667.00				
21. *By signing herein are true comply with an	g this application, I certife, complete and accurating resulting terms if I accurating terms if I accurate acc	e to the best of mept an award. I am	ny knowledge. I a aware that any fa	the list of certifulation provide the lise, fictitious, or	fications** and (2) required assuran fraudulent statem	ces** and agree to
** The list of ce specific instructi Authorized Re		, or an internet site	where you may of	otain this list, is co	ontained in the anno	ouncement or agency
Prefix:	Mr.	* Firs	st Name: Curti	S		
Middle Name:			7 474.00			
	Calder					
Suffix:						
* Title: E1	ko City Manager					
* Telephone Nur				Fax Number:	775) 777-7119	
	manager@elkocitynv.c	TOV		1		
1		jov				
* Signature of A	uthorized Representative:					* Date Signed:



## Application for Federal Assistance (Development and Equipment Projects)

### **PART II – PROJECT APPROVAL INFORMATION**

	Part II - SECTION A			
The term "Sponsor" refers to the applica	nt name provided in box 8 of the associated SF-	424 form.		
Item 1.  Does Sponsor maintain an active registre (www.SAM.gov)?	ation in the System for Award Management	⊠ Yes	□No	
Item 2. Can Sponsor commence the work identigrant is made or within six months after	fied in the application in the fiscal year the the grant is made, whichever is later?	⊠ Yes	□No	□ N/A
Item 3.  Are there any foreseeable events that we provide attachment to this form that lists	ould delay completion of the project? If yes, the events.	Yes	⊠No	□n/a
Item 4. Will the project(s) covered by this request environment that require mitigating measures to this application a environmental document(s).	sures? If yes, attach a summary listing of	☐ Yes	⊠No	□ N/A
Item 5. Is the project covered by this request income (PFC) application or other Feder identify other funding sources by checking		⊠ Yes	□No	□ N/A
☑ The project is included in an <i>approve</i>	ed PFC application.			
If included in an approved PFC application,				
does the application <i>only</i> addres	ss AIP matching share? 🔲 Yes 🛮 🖾 No			
☐ The project is included in another Fe	ederal Assistance program. Its CFDA number is I	below.		
Item 6. Will the requested Federal assistance in 2 CFR Appendix VII to Part 200, States Indirect Cost Proposals?	clude Sponsor indirect costs as described in and Local Government and Indian Tribe	Yes	⊠ No	□ N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:				
☐ De Minimis rate of 10% as perm	itted by 2 CFR § 200.414.			
☐ Negotiated Rate equal to on	% as approved by (Date) (2 CFR part 200, appendix VII).	(the	e Cogniza	nt Agency)
Note: Refer to the instructions for limitati	ions of application associated with claiming Spor	nsor indirec	t costs.	

#### **PART II - SECTION B**

#### **Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

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

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

#### PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Appropriate action has been taken to restrict the use of land to uses that are compatible with normal airport operations.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The City is not in default on any obligation to the United States government.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

No facts or circumstances exist that might make it impossible for the Sponsor to complete the project.

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is consistent with local plans.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

The project has given fair consideration.

- **6. Consultation with Users** In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).
- Consultation has occurred with airport users.
- 7. Public Hearings In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Item 7 is Not Applicable.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Item 8 is Not Applicable.

#### PART II - SECTION C (Continued)

   9. <b>Exclusive Rights</b> – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport	}
owned or controlled by the Sponsor except as follows:	
There are no exclusive rights for any aeronautical activity at any airport owned or controlled by the Sponsor.	
10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be develop or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":	ped
The Sponsor owns all of the property associated with this project.	
The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.	d
(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction we under the Project, the following property interest in the following areas of land* on which such construction work is to performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]	
Item 10b is Not Applicable to this project.	
(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or use as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified the aforementioned property map designated as Exhibit "A". [1]	d
Item 10c is Not Applicable to this project.	

<sup>&</sup>lt;sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

## **PART III - BUDGET INFORMATION - CONSTRUCTION**

#### **SECTION A - GENERAL**

1. Federal Domestic Assistance Catalog Number: 20.106

2. Functional or Other Breakout:

SECTION B - CALCU	LATION OF FEDERAL	GRANT	
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
Administration expense			\$ 10,000
2. Preliminary expense			0
3. Land, structures, right-of-way			0
4. Architectural engineering basic fees			96,000
5. Other Architectural engineering fees		·	0
6. Project inspection fees			117,333
7. Land development			0
8. Relocation Expenses			0
9. Relocation payments to Individuals and Businesses			0
10. Demolition and removal			0
11. Construction and project improvement			843,334
12. Equipment			0
13. Miscellaneous			0
14. Subtotal (Lines 1 through 13)		·	\$ 1,066,667
15. Estimated Income (if applicable)			0
16. Net Project Amount (Line 14 minus 15)			1,066,667
17. Less: Ineligible Exclusions (Section C, line 23 g.)			0
18. Subtotal (Lines 16 through 17)			\$ 1,066,667
19. Federal Share requested of Line 18			1,000,000
20. Grantee share			66,667
21. Other shares			0
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 1,066,667

	SECTION C - EXCLUSIONS	
	23. Classification (Description of non-participating work)	Amount Ineligible for Participation
а.		
b.		
C.		
d.		
е.		
f.		
g.	To	otal

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE		
24. Grantee Share – Fund Categories	Amount	
a. Securities		
b. Mortgages		
c. Appropriations (by Applicant)	66,667	
d. Bonds		
e. Tax Levies		
f. Non-Cash		
g. Other (Explain): PFC Funds	0	
h. <b>TOTAL</b> - Grantee share	\$ 66,667	
25. Other Shares	Amount	
a. State	0	
b. Other		
c. TOTAL - Other Shares	\$0	
26. TOTAL NON-FEDERAL FINANCING	\$ 66,667	

#### SECTION E - REMARKS

(Attach sheets if additional space is required)

- 1. Standard DOT Title VI Assurances
- 2. Certification for Contracts, Grants, Loans, and Cooperative Agreements
- 3. Title VI Pre-Award Sponsor Checklist
- 4. Sponsor Certifications
- 5. Current FAA Advisory Circulars
- 6. Airport Sponsor Assurances
- 7. Exhibit "A" Property Map
- 8. Plans and Specifications

## **PART IV - PROGRAM NARRATIVE**

(Suggested Format)

PROJECT: Pavement Preservation and Rehabilitation
AIRPORT: Elko Regional Airport
1. Objective:
The purpose of this project is to: Crack seal, seal coat, and remark all of the airport pavements to include Runway 6/24 (150' x 8950'), Taxiway A and connectors (90' x 7200'), Runway 12/30 (60' x 3015'), Taxiway B and connectors (35' x 2270'), and GA ramp (2700' x 300'). All project activities will occur on existing paved surfaces and does not include any ground disturbance.
2. Benefits Anticipated:
This project will extend the service life and quality of the airport's pavement. Applying new pavement markings on the airport will allow the airport to continue to function. This project will occur at a critical time preventing the need for more expensive maintenance in the coming years. It is anticipated that the project will be completed in FY 2019 and will last approximately 25 working days.
3. Approach: (See approved Scope of Work in Final Application)
Not Applicable.
4. Geographic Location:
Elko City and Elko County; specifically the Elko Regional Airport.
5. If Applicable, Provide Additional Information:
Not Applicable.
6. Sponsor's Representative: (include address & telephone number)
Jim Foster, Airport Manager; Elko Regional Airport; 975 Terminal Way, Elko, NV 89801; Office: (775) 777-7190; E-mail: jfoster@elkocitynv.gov

#### CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Elko Regional Airport	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATION Prefix: Mr. *First Name: Curtis  * Last Name: Calder  * Title: Elko City Manager	Middle Name:  Suffix:
* SIGNATURE:	*DATE:

PROJECT EXHIBIT
ELKO REGIONAL AIRPORT
AIP 3-32-0005-050-2019



#### STANDARD DOT TITLE VI ASSURANCES

Elko City (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

- 1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
- 2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
- 3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
- 4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
- 5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
- (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
- (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
- 6. This assurance obligates the S ponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
- (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - (b) the period during which the Sponsor retains ownership or possession of the property.
- 7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES (Continued)
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8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

D			
		Elko City (Sponsor)	<u>-1</u>
		Curtis Calder, Elko City Manager	_

Page 2 of 2

#### **CONTRACTOR CONTRACTUAL REQUIREMENTS**

#### **ATTACHMENT 1**

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

- 1. <u>Compliance with Regulations</u>. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2. <u>Nondiscrimination</u>. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3. <u>Solicitations for Subcontracts, Including Procurements of Materials and Equipment</u>. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4. <u>Information and Reports</u>. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5. <u>Sanctions for Noncompliance</u>. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 6. <u>Incorporation of Provisions</u>. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

## CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

#### **ATTACHMENT 2**

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

- 1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- 2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

## REQUIRED STATEMENTS AIRPORT IMPROVEMENT PROGRAM PROJECTS

<u>AIR</u>	POR	<u>Elko Regional</u>	Airport
LOC	ATI	ON: Elko, Nevad	da
AIP	PRC	DJECT NO.: 3-32-	0005-050-2019
STA	TEN	MENTS APPLICABL	E TO THIS PROJECT
Ø	a.	INTEREST OF NE	GHBORING COMMUNITIES: In formulating this project, consideration has been to f communities that are near Elko Regional Airport.
⊠	b.	THE DEVELOPME from a public park, Local jurisdiction.	NT PROPOSED IN THIS PROJECT will not require the use of publicly owned land recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or
$\boxtimes$	C.		<b>FION</b> : The airport development proposed in this project has been coordinated with the or(s) utilizing Elko Regional Airport, and they have been informed regarding the scope project.
Ø	d.	THE PROPOSED airport.	PROJECT IS CONSISTENT with existing approved plans for the area surrounding the
		ve statements have I nt not checked).	peen duly considered and are applicable to this project. (Provide comment for any
		BY:	DATE:
		TITLE:	Curtis Calder, City Manager
SF	ONS	SORING AGENCY:	Elko City
			ted to an airport development project, whether expressly or by proposed revision, the oncerning the opposition to the project must be furnished.
a.	lde	entification of the Federa	al, state, or local governmental agency, or the person or persons opposing the project; N/A
b.	Th	ne nature and basis of op	position; N/A
C.	Sp	oonsor's plan to accomm	odate or otherwise satisfy the opposition; N/A
d.	as	they relate to the social	r a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing , economic, and environmental aspects of the proposed project and its consistency with the goals and lanning as has been carried out by the community. N/A
e.	lf t	the opponents proposed	any alternatives, what these alternatives were and the reason for non-acceptance; N/A
f.	Sp	oonsor's plans, if any, to	minimize any adverse effects of the project; N/A
g.	Ве	enefits to be gained by th	ne proposed development; and N/A

Any other pertinent information which would be of assistance in determining whether to proceed with the project. N/A

# CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Signed		Date	
	Sponsor's Authorized Representative		
Title	Curtis Calder, City Manager		
THIC	Ourus Galder, Oity Manager		-

TITLE VI PRE-AWARD SPONSOR CHECKLIST
Airport/Sponsor: Elko Regional Airport
AIP #: 3-32-0005-050-2019
Project Description(s): Schedule 1 – Pavement Preservation and Rehabilitation
1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.  None
<ul> <li>Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.</li> <li>✓ None (If "None", continue with questions 3 and 4).</li> </ul>
3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.  ☑ None
4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.  ☑ None
To be completed by the Civil Rights Staff
Review completed and approved:
Signature
Date:
This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.
Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009



## Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Elko City

Airport: Elko Regional Airport

Project Number: 3-32-0005-050-2019

Description of Work: Sch. 1 - Pavement Preservation and Rehabilitation

#### **Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

#### **Certification Statements**

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1.	<ol> <li>A statement has been er will be published prior to commencement of project notifying employee that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken again employees for violation of such prohibition (2 CFR § 182.205).</li> </ol>						
	⊠ Yes □ No □ N/A						
2.	An ongoing drug-free awareness program (2 CFR § 182.215) has been er will be established prior to commencement of project to inform employees about:						
	a. The dangers of drug abuse in the workplace;						
	b. The sponsor's policy of maintaining a drug-free workplace;						
	c. Any available drug counseling, rehabilitation, and employee assistance programs; and						
	<ul> <li>The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.</li> </ul>						
	☑ Yes ☐ No ☐ N/A						

3	Each employee to be engaged in the performance of the work has been er will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).
	⊠Yes □No □N/A
4	Employees have been er-will-be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
	a. Abide by the terms of the statement; and
	<ul> <li>Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.</li> </ul>
	⊠ Yes □ No □ N/A
5	The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).
	⊠ Yes □ No □ N/A
6	6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
	<ul> <li>Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and</li> </ul>
	<ul> <li>Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.</li> </ul>
	⊠ Yes □ No □ N/A
7	<ol> <li>A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).</li> </ol>
	⊠Yes □No □N/A
Site(	s) of performance of work (2 CFR § 182.230):
L	ocation 1
	Name of Location: Elko Regional Airport Address: 975 Terminal Way, Elko, Nevada 89801
1	Location 2 (if applicable) Name of Location: Address:
١	Location 3 (if applicable) Name of Location: Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's	Certification
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I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

**Executed on this** 

day of

2019

Name of Sponsor: Elko City

Name of Sponsor's Authorized Official: Curtis Calder

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: Elko City

Airport: Elko Regional Airport

Project Number: 3-32-0005-050-2019

Description of Work: Sch. 1 - Pavement Preservation and Rehabilitation

## **Application**

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

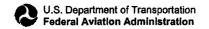
Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

#### **Certification Statements**

1.	The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of
	such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☑ Yes □ No

<ol> <li>The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).</li> </ol>
⊠ Yes □ No
<ol><li>The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).</li></ol>
⊠ Yes □ No
Attach documentation clarifying any above item marked with "no" response.
Sponsor's Certification
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.
Executed on this day of , 2019 .
Name of Sponsor: Elko City
Name of Sponsor's Authorized Official: Curtis Calder
Title of Sponsor's Authorized Official: City Manager
Signature of Sponsor's Authorized Official:
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



## **Selection of Consultants Airport Improvement Program Sponsor Certification**

Sponsor: Elko City

Airport: Elko Regional Airport

Project Number: 3-32-0005-050-2019

Description of Work: Sch. 1 - Pavement Preservation and Rehabilitation

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### **Certification Statements**

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1.	. •		edges their responsibility for the settlement of all contractual and administrative of their procurement actions (2 CFR $\S$ 200.318(k)).		
		□No	□ N/A		
2.	Sponsor procurement actions ensure er will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).				
	⊠Yes	□No	□ N/A		
3.	Sponsor has excluded er will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).				
	⊠Yes	□No	□ N/A		

4.			nt describes er will describe specific project statements-of-work that provide uired services without unduly restricting competition (2 CFR § 200.319).
	⊠Yes	□No	□ N/A
5.	Sponsor	r has publ	icized <del>or will publicize</del> a RFQ that:
	a.	Solicits a	n adequate number of qualified sources (2 CFR § 200.320(d)); and
	b.	Identifies	all evaluation criteria and relative importance (2 CFR § 200.320(d)).
	⊠Yes	□No	□N/A
6.			ed <del>or will base</del> selection on qualifications, experience, and disadvantaged se participation with price not being a selection factor (2 CFR § 200.320(d)).
	⊠Yes	No	□ N/A
7.	individu	als or firm	ried <del>or will verify</del> that agreements exceeding \$25,000 are not awarded to s suspended, debarred or otherwise excluded from participating in federally (2 CFR §180.300).
	⊠Yes	□No	□ N/A
8.	A/E sen	vices cove	ering multiple projects: Sponsor has agreed to <del>or will agree</del> to:
			om initiating work covered by this procurement beyond five years from the date on (AC 150/5100-14); and
			e right to conduct new procurement actions for projects identified or not in the RFQ (AC 150/5100-14).
	⊠Yes	No	□ N/A
9.			otiated <del>or will negetiate</del> a fair and reasonable fee with the firm they select as the services identified in the RFQ (2 CFR § 200.323).
	⊠Yes	□No	□ N/A
10.	•		intract identifies or will identify costs associated with ineligible work separately ated with eligible work (2 CFR § 200.302).
	⊠Yes	No	□ N/A
11.			pared e <del>r will prepare</del> a record of negotiations detailing the history of the on, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
	⊠Yes	No	□ N/A
12.			rporated <del>or will incorporate</del> mandatory contact provisions in the consultant assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
	⊠Yes	No	□ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish: a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(i)): b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(i)). ☑Yes ☐No ☐N/A 14. Sponsor is not using er will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)). ☑Yes ☐No ☐N/A Attach documentation clarifying any above item marked with "no" response. **Sponsor's Certification** I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete. I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both. , 2019 **Executed on this** day of Name of Sponsor: Elko City

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Name of Sponsor's Authorized Official: Curtis Calder

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official:

## Project Plans and Specifications Airport Improvement Program Sponsor Certification

Sponsor: Elko City

Airport: Elko Regional Airport

Project Number: 3-32-0005-050-2019

Description of Work: Sch. 1 - Pavement Preservation and Rehabilitation

#### **Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### **Certification Statements**

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1.	The plans and specifications were-er will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).				
	⊠Yes □ No □ N/A				
2.	Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).				
	☑Yes ☐ No ☐ N/A				

3.		•		the FAA (14 U		•	depicted on	n the current a	ırport
		□No	□ N/A						
4.	•			that are ineligil specifications			-	<del>ve boon or</del> wi	ll be
	⊠ Yes	□ No	□ N/A						
5.		onsor re	equests a	use er will not nd receives ap			•	-	
	⊠ Yes	□ No	□ N/A						
6.	•			<del>t impose or</del> will s (2 CFR §200.			•		
	⊠ Yes	□ No	□ N/A						
7.	qualified	sources	that ensu	s of individuals are open and fro ing the solicitat	e competitio	n and that d	oes not pred		ı
	⊠ Yes	□ No	□ N/A						
8.				iates <del>include or</del> ee of arbitrary d		•			sis foi
	⊠ Yes	□ No	□ N/A						
9.				e obtained from AA Order 5100.			rporates a va	alue engineer	ing
	⊠ Yes	□ No	□ N/A						
10.	•	-		ns <del>incorporate o</del> n in the federally	•		•		(c)).
		□ No	□ N/A						
11.		_	-	<del>comply or</del> will o 0.38d, par. 3-92		ne seismic d	lesign requir	rements of 49	CFR
	☐ Yes	□ No	⊠ N/A						
12.		•		<del>relude or</del> will ind pplicable stand	•	control and	l acceptance	e tests require	d for
	а. С	Construc	tion and i	nstallation as c	ontained in A	dvisory Circ	ular (AC) 15	50/5370-10.	
		⊠ Yes	□ No	□ N/A					

	b.	Snow Removal Equipment as contained in AC 150/5220-20.
		☐Yes ☐ No ☒ N/A
	C.	Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.
		□Yes □ No 図 N/A
13. For	con	struction activities within or near aircraft operational areas(AOA):
	a.	The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.
	b.	Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.
	c.	Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).
X	Yes	No □N/A
and	om	ject was er will be physically completed without federal participation in costs due to errors issions in the plans and specifications that were foreseeable at the time of project design C §47110(b)(1) and FAA Order 5100.38d, par. 3-100).
X	Yes	B □ No □ N/A
Attach docu	ımer	ntation clarifying any above item marked with "No" response.
Sponsor's	Cer	tification
I certify, for	the	project identified herein, responses to the forgoing items are accurate as marked and
additional o	locui	mentation for any item marked "no" is correct and complete.
Executed o	n thi	s day of , 2019 .
Name of S	oons	or: Elko City
Name of S <sub>l</sub>	ons	or's Authorized Official: Curtis Calder
Title of Spo	nsor	's Authorized Official: City Manager
Signature	of S	ponsor's Authorized Official:
willfully pro	vidin	penalty of perjury that the foregoing is true and correct. I understand that knowingly and g false information to the federal government is a violation of 18 USC § 1001 (False double could subject me to fines, imprisonment, or both.

## **Equipment and Construction Contracts Airport Improvement Sponsor Certification**

Sponsor: Elko City

Airport: Elko Regional Airport

Project Number: 3-32-0005-050-2019

Description of Work: Sch. 1 - Pavement Preservation and Rehabilitation

#### **Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

#### **Certification Statements**

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1.	A written code or standard of conduct is er will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).
	⊠Yes □ No □ N/A

2.	administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
	⊠ Yes □ No □ N/A
3.	Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.  ☑ Yes ☐ No ☐ N/A
4.	Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
	<ul> <li>Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));</li> </ul>
	<ul> <li>b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and</li> </ul>
	<ul> <li>Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).</li> </ul>
	⊠ Yes □ No □ N/A
5.	Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was ef will be:
	<ul> <li>Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;</li> </ul>
	<ul> <li>Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;</li> </ul>
	c. Publicly opened at a time and place prescribed in the invitation for bids; and
	<ul> <li>d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.</li> </ul>
	⊠ Yes □ No □ N/A
6.	For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
	<ul> <li>Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;</li> </ul>
	b. Plan for publicizing and soliciting an adequate number of qualified sources; and
	c. Listing of evaluation factors along with relative importance of the factors.
	⊠ Yes □ No □ N/A
<b>7</b> .	For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
	⊠ Yes □ No □ N/A

<ol> <li>Concurrence was or will be obtained from the Federal Aviation Administration (FAA) p contract award under any of the following circumstances (Order 5100.38D):</li> </ol>		
	a.	Only one qualified person/firm submits a responsive bid;
	b.	Award is to be made to other than the lowest responsible bidder; and
	C.	Life cycle costing is a factor in selecting the lowest responsive bidder.
	⊠ Yes	s □ No □ N/A
9.	All const	ruction and equipment installation contracts <del>contain or</del> will contain provisions for:
	a.	Access to Records (§ 200.336)
	b.	Buy American Preferences (Title 49 U.S.C. § 50101)
	c.	Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
	d.	Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
	e.	Occupational Safety and Health Act requirements (20 CFR part 1920)
	f.	Seismic Safety – building construction (49 CFR part 41)
	g.	State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
	h.	U.S. Trade Restriction (49 CFR part 30)
	i.	Veterans Preference (49 USC § 47112(c))
	⊠ Ye:	s □ No □ N/A
10.		truction and equipment installation contracts exceeding \$2,000 <del>centain or</del> will contain the as established by:
	a.	Davis-Bacon and Related Acts (29 CFR part 5)
	b.	Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
	⊠ Ye	s 🗆 No 🗀 N/A
11.		truction and equipment installation contracts exceeding \$3,000 <del>centain or</del> will contain a provision that discourages distracted driving (E.O. 13513).
	⊠ Ye	s 🗆 No 🗀 N/A
12.	All contr	acts exceeding \$10,000 <del>contain or</del> will contain the following provisions as applicable:
	a.	Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
	b.	Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
	C.	Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
	d.	Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
	⊠ Ye	s 🗆 No 🗀 N/A

·		
13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).		
☑ Yes ☐ No ☐ N/A		
14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:		
<ul> <li>Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);</li> </ul>		
<ul> <li>b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);</li> </ul>		
c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);		
<ul> <li>d. Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and</li> </ul>		
<ul> <li>All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251- 1387, and Executive Order 11738.</li> </ul>		
⊠ Yes □ No □ N/A		
Attach documentation clarifying any above item marked with "No" response.		
Sponsor's Certification		
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.		
Executed on this day of , 2019 .		
Name of Sponsor: Elko City		
Name of Sponsor's Authorized Official: Curtis Calder		
Title of Sponsor's Authorized Official: City Manager		
Signature of Sponsor's Authorized Official:		
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.		

## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Elko City

Airport: Elko Regional Airport

Project Number: 3-32-0005-050-2019

Description of Work: Sch. 1 - Pavement Preservation and Rehabilitation

#### **Application**

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

#### **Certification Statements**

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1.	The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were er-will be determined to be qualified and competent to perform the work		
	(Grant Assurance).		
	⊠Yes □ No □ N/A		
2.	Construction records, including daily logs, were er will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:		
	a. Technical standards (Advisory Circular (AC) 150/5370-12);		
	b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and		
	c. Construction safety and phasing plan measures (AC 150/5370-2).		
	⊠Yes □ No □ N/A		
3.	All acceptance tests specified in the project specifications were er will be performed and documented. (AC 150/5370-12).		
	∑Yes ☐ No ☐ N/A		

4.	Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
	⊠Yes
5.	Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
	⊠Yes
6.	Sponsor <del>has notified, or</del> will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
	<ul> <li>violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);</li> </ul>
	b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
	<ul> <li>Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26)</li> </ul>
	∑Yes
7.	Weekly payroll records and statements of compliance were er will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).  Yes No N/A
8.	Payments to the contractor were er will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
	<ul> <li>Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);</li> </ul>
	b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
	<ul> <li>Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29);</li> <li>and</li> </ul>
	<ul> <li>d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).</li> <li>Yes No NA</li> </ul>
9.	A final project inspection was or will be conducted with representatives of the sponsor and the
	contractor present that ensure:
	<ul> <li>a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);</li> </ul>
	b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
	c. Preparation of a record of final inspection and distribution to parties to the contract  (Order 5100.38);
	X Yes ☐ No ☐ N/A
10.	The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
	∑Yes

<ol> <li>The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.</li> </ol>		
☐Yes ☐ No ☒ N/A		
12. For development projects, sponsor has taken or will take the following close-out actions:		
<ul> <li>Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);</li> </ul>		
<ul> <li>b. Complete all environmental requirements as established within the project environmental determination (Oder 5100.38); and</li> </ul>		
c. Prepare and retain as-built plans (Order 5100.38).		
∑Yes ☐ No ☐ N/A		
13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).		
∑Yes		
Attach documentation clarifying any above item marked with "No" response.		
Sponsor's Certification		
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.		
Executed on this day of , 2019 .		
Name of Sponsor: Elko City		
Name of Sponsor's Authorized Official: Curtis Calder		
Title of Sponsor's Authorized Official: City Manager		
Signature of Sponsor's Authorized Official:		
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.		

## Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: Elko City

Airport: Elko Regional Airport

Project Number: 3-32-0005-050-2019

Description of Work: Sch. 1 - Pavement Preservation and Rehabilitation

#### **Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

#### **Certification Statements**

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1.	The sponsor's attorney or other official has er will have good and sufficient title as well as title evidence on property in the project.		
	⊠Yes □No □N/A		
2.	If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been <del>or will be</del> extinguished, modified, or subordinated.		
	⊠Yes □No □N/A		
3.	If property for airport development is or will be leased, the following conditions have been met:		
	a. The term is for 20 years or the useful life of the project;		
	b. The lessor is a public agency; and		
	c. The lease contains no provisions that prevent full compliance with the grant agreement.		
	□Yes □No 図N/A		

4.	<ol> <li>Property in the project is <del>or will be</del> in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.</li> </ol>		
	⊠Yes □No □N/A		
5.	For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.		
	□Yes □No 図N/A		
6.	For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:		
	a. The right of flight;		
	b. The right of ingress and egress to remove obstructions; and		
	c. The right to restrict the establishment of future obstructions.		
	□Yes □No ⊠N/A		
7.	Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:		
	<ul> <li>Valuation data to estimate the current market value for the property interest acquired on each parcel; and</li> </ul>		
	<ul> <li>Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.</li> </ul>		
	□Yes □No 図N/A		
8.	Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.		
	□Yes □No 図N/A		
9.	A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.		
	□Yes □No 図N/A		
10.	Effort was or will be made to acquire each property through the following negotiation procedures:		
	a. No coercive action to induce agreement; and		
	b. Supporting documents for settlements included in the project files.		
	□Yes □No ⊠N/A		

11. If a negotiated settlement is not reached, the following procedures were or will be used:
<ul> <li>Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and</li> </ul>
b. Supporting documents for awards included in the project files.
□Yes □No 図N/A
12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.
☐ Yes ☐ No 図 N/A
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.
□Yes □No 図N/A
Attach documentation clarifying any above item marked with "No" response.
Sponsor's Certification
Sponsor's Certification  I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.
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I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.  Executed on this day of , 2019 .  Name of Sponsor: Elko City  Name of Sponsor's Authorized Official: Curtis Calder  Title of Sponsor's Authorized Official: City Manager



# **Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects**

Updated: 2/20/2018

View the most current versions of these ACs and any associated changes at:

<a href="http://www.faa.gov/airports/resources/advisory\_circulars and-">http://www.faa.gov/airports/resources/advisory\_circulars and-</a>
<a href="http://www.faa.gov/regulations\_policies/advisory\_circulars/">http://www.faa.gov/regulations\_policies/advisory\_circulars/</a>

SUMBER.	
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures

NUMBER :	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

## THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 1/29/2018

NUMBER:	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



#### **ASSURANCES**

## **Airport Sponsors**

#### A. General.

- 1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- 2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- 3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

## B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

## 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

## C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

## 1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

## **Federal Legislation**

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act 40 U.S.C. 276(a), et seq. 1
- c. Federal Fair Labor Standards Act 29 U.S.C. 201, et seq.
- d. Hatch Act 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq. 12
- f. National Historic Preservation Act of 1966 Section 106 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 Section 102(a) 42 U.S.C. 4012a.<sup>1</sup>
- 1. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- s. Power plant and Industrial Fuel Use Act of 1978 Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act 40 U.S.C. 327, et seq.
- u. Copeland Anti-kickback Act 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 42 U.S.C. 4321, et seq. 1
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **Executive Orders**

- a. Executive Order 11246 Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management
- d. Executive Order 12372 Intergovernmental Review of Federal Programs
- e. Executive Order 12699 Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 Environmental Justice

## **Federal Regulations**

- a. 2 CFR Part 180 OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 Investigative and Enforcement Procedures 14 CFR Part 16 Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 Procedures for predetermination of wage rates.
- i. 29 CFR Part 3 Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- 1. 49 CFR Part 18 Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 New restrictions on lobbying.
- n. 49 CFR Part 21 Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. 12
- q. 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- s. 49 CFR Part 28 Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 Seismic safety of Federal and federally assisted or regulated new building construction.

### **Specific Assurances**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

#### Footnotes to Assurance C.1.

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## 2. Responsibility and Authority of the Sponsor.

## a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

### b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

## 3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

#### 4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

#### 5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial noncompliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

## 6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### 7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

#### 8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

#### 9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

#### 10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

#### 11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

## 12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

## 13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

## 14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### 15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### 16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

## 17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

### 18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

## 19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
- 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

## 20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### 21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### 22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
- 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

#### 23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

#### 24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

#### 25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

- operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

#### 26. Reports and Inspections.

#### It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### 27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that —

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

#### 28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

#### 29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
  - boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

- roads), including all proposed extensions and reductions of existing airport facilities;
- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
- 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

#### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

#### b. Applicability

- 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

#### c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (Elko City), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

#### e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

#### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

#### 32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

#### 33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

#### 34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 02-20-2018 (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

#### 35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

#### 36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

#### 37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

#### 38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

#### 39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

## Elko City Council Agenda Action Sheet

- 1. Title: Review, consideration, and possible action to conditionally approve Final Plat No. 11-18, filed by Parrado Partners LP., for the development of a subdivision entitled Great Basin Estates, Phase 3 involving the proposed division of approximately 9.650 acres of property into 38 lots for residential development within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: March 12, 2019
- 3. Agenda Category: UNFINISHED BUSINESS
- 4. Time Required: 15 Minutes
- 5. Background Information: Subject property is located generally northeast of Flagstone Drive between Opal Drive and Clarkson Drive (APN 001-633-030). Preliminary Plat was recommended to Council to conditionally approve by Planning Commission May 3, 2016 and conditionally approved by Council May 24, 2016. The Planning Commission considered this item on September 6, 2018, and took action to forward a recommendation to Council to conditionally approve Final Plat 11-18. 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: Maps, P.C. action report, Staff reports and related correspondence.
- 9. Recommended Motion: Conditionally approve Final Plat No. 11-18 for the Great Basin Estates, Phase 3 subdivision subject to the conditions as recommended by the Planning Commission OR table item if Cease and Desist Order issued by NDEP is still in effect.
- 10. Prepared By: Cathy Laughlin, City Planner
- 11. Committee/Other Agency Review: Planning Commission
- 12. Council Action:
- 13. Agenda Distribution: Parrado Partners, LP

Robert Capps-robertcapps@cappshomes.com

12257 Business Park Drive #1

Truckee, CA 96161



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

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

## CITY OF ELKO PLANNING COMMISSION ACTION REPORT Special Meeting of September 6, 2018

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on September 6, 2018 pursuant to City Code Sections 3-3-6 (B)1 and (C) 2:

Final Plat No. 11-18, filed by Parrado Partners, LP, for the development of a subdivision entitled Great Basin Estates Phase 3 involving the proposed division of approximately 9.65 acres divided into 38 lots for residential development within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto.

The subject property is located generally at the extension of Village Parkway and Opal Drive. (001-633-030).

NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwards a recommendation to City Council to conditionally approve Final Plat No. 11-18 subject to the conditions in the City of Elko Staff Report dated August 23, 2018 listed as follows:

- 1. The Developer shall execute a Performance Agreement in accordance with Section 3-3-44 of city code. The Performance Agreement shall be secured in accordance with Section 3-3-45 of city code. In conformance with Section 3-3-44 of city code, the public improvements shall be completed within a time of no later than two (2) years of the date of Final Plat approval by the City Council unless extended as stipulated in city code.
- 2. The Performance Agreement shall be approved by the City Council.
- 3. The Developer shall enter into the Performance Agreement within 30 days of approval of the Final Plat by the City Council.
- 4. The Final Plat is approved for 38 single family residential lots.
- 5. The Utility Department will issue a Will Serve Letter for the subdivision.
- 6. State approval of the subdivision is required.
- 7. Conformance with Preliminary Plat conditions is required.
- 8. Civil improvements are to comply with Chapter 3-3 of City code.
- 9. The Owner/Developer is to provide the appropriate contact information for the qualified engineer and engineering firm contracted to oversee the project along with the required inspection and testing necessary to produce an As-Built for submittal to the City of Elko. The Engineer of Record is to ensure all materials meet the latest

edition Standard Specifications for Public Works. All Right -of-Way and utility improvements are to be certified by the Engineer of Record for the project.

- 10. An engineer's estimate for the public improvements shall be provided prior to the final plat being presented to the City Council to allow for finalization of the required Performance Agreement.
- 11. Modify Planning Commission approval jurat to the 3<sup>rd</sup> day of May, 2016 prior to City Council approval.

The Planning Commission's findings to support its recommendation are the Final Plat for Great Basin Estates Phase 3 has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City Code. The Final Plat is in conformance with the Preliminary Plat. The proposed subdivision is in conformance with the Land Use Component of the Master Plat. Based on the modification of standards for lot dimensions granted under the preliminary plat application, the proposed development conforms with Sections 3-3-20 through 3-3-27 (inclusive). The Subdivider shall be responsible for all required improvements in conformance with Section 3-3-40 of City Code. The Subdivider has submitted civil improvement plans in conformance with Section 3-3-41 of City Code. The plans have been approved by City Staff. The Subdivider has submitted plans to the City and State agencies for review to receive all required permits in accordance with the requirements of Section 3-3-42 of City Code. The Subdivider has submitted civil improvement plans which are in conformance with Section 3-3-43 of City Code. The Subdivider will be required to enter into a Performance Agreement to conform to Section 3-3-44 of City Code. The Subdivider will be required to provide a Performance Guarantee as stipulated in the Performance Agreement in conformance with Section 3-3-45 of City Code. Based on the modification of standards for lot dimensions granted under the preliminary plat application, the proposed development conforms to Sections 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G) and 3-2-17 of City Code. The proposed development is in conformance with Section 3-8 of City Code. The subdivision is in conformance with 3-8 Floodplain Management.

Attest:

Shelby Archuleta, Planning Technician

CC: Applicant

Kelly Wooldridge, City Clerk



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

## CITY OF ELKO STAFF REPORT

DATE: August 23, 2018
PLANNING COMMISSION DATE: September 6, 2018

AGENDA ITEM NUMBER: 1.B.2

APPLICATION NUMBER: Final Plat 11-18

APPLICANT: Parrado Partners, LP

PROJECT DESCRIPTION: Great Basin Estates, Phase 3

A Final Map for the division of approximately 9.650 acres into 38 lots for single family residential development within an R (Single Family and Multiple Family Residential) Zoning District and one remaining lot.



#### STAFF RECOMMENDATION:

RECOMMEND to APPROVE this item subject to findings of fact and conditions.

## PROJECT INFORMATION

**PARCEL NUMBERS:** 

001-633-030

**PARCEL SIZE:** 

9.650 acres Phase 3, final phase of the subdivision

**EXISTING ZONING:** 

(R) Single Family and Multiple Family Residential

**MASTER PLAN DESIGNATION:** 

(RES-MD) Residential Medium Density

**EXISTING LAND USE:** 

Vacant

#### **NEIGHBORHOOD CHARACTERISTICS:**

The property is surrounded by:

• Northwest: River corridor / Undeveloped

Northeast: RMH- Residential Mobile Home / Developed

Southwest: Single Family Residential (R) / Developed

• Southeast: Single Family Residential (R) and (RMH) / Developed

#### **PROPERTY CHARACTERISTICS:**

The property is an undeveloped residential parcel.

The area abuts the second phase the Great Basin Estates Subdivision.

The parcel is generally flat.

#### MASTER PLAN, COORDINATING PLANS, and CITY CODE SECTIONS:

Applicable Master Plan Sections, Coordinating Plans, and City Code Sections are:

- City of Elko Master Plan Land Use Component
- City of Elko Master Plan Transportation Component
- City of Elko Redevelopment Plan
- City of Elko Wellhead Protection Plan
- City of Elko Zoning Chapter 3 Subdivisions City of Elko Zoning Section 3-2-3 General Provisions
- City of Elko Zoning Section 3-2-4 Zoning Districts
- City of Elko Zoning Section 3-2-5(E) Single-Family Residential District
- City of Elko Zoning Section 3-2-5(G) Residential Zoning Districts Area, Setback And Height Schedule For Principal Buildings
- City of Elko Zoning Section 3-2-17 Traffic, Access, Parking and Loading Regulations
- City of Elko Zoning Section 3-8 Flood Plain Management

#### **BACKGROUND INFORMATION**

- 1. The Final Plat for Great Basin Estates Phase 1B was recorded on June 29, 2017.
- 2. The Final Plat for Great Basin Estates Phase 2 was approved by City Council on August
- 3. The Final Plat for Great Basin Estates Phase 3 has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City code.
- 4. The Planning Commission reviewed and recommended a conditional approval to the City Council on the Preliminary Plat on May 3, 2016.

- 5. The City Council conditionally approved the Preliminary Plat at its meeting on May 24,
- 6. Phasing was shown on the preliminary plat.
- 7. Under the conditional approval for the preliminary plat, a modification of standards was
- granted for all lot dimensions.

  8. The subdivision is located on APN 001-633-030, shown as parcel E on Final Plat for Phase 2.
- 9. The proposed subdivision consists of 38 lots with no additional phases.
- 10. The total subdivided area is approximately 9.650 acres in size.
- 11. The proposed density is 5.09 units per acre.
- 12. Approximately 2.187 acres are offered for dedication for street development.
- 13. The area proposed for subdivision has been removed from the FEMA Special Flood Hazard Area by a Letter of Map Revision submitted to and approved by FEMA as Case No. 16-09-0367P with an effective date of April 3, 2017.
- 14. The property is located off Opal Drive and Clarkson Drive.

#### **MASTER PLAN:**

#### Land Use

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

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

#### **Transportation**

2. Conformance with the Transportation component of the Master Plan was evaluated with review and approval of the Preliminary Plat. The Final Plat is in conformance with the Preliminary Plat.

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

#### **ELKO REDEVELOPMENT PLAN:**

1. The property is not located within the Redevelopment Area.

#### **ELKO WELLHEAD PROTECTION PLAN:**

1. The property lies within the 20 year capture zone for the City of Elko.

The proposed subdivision is in conformance with the Wellhead Protection Program. The sanitary sewer will be connected to a programed sewer system and all street drainage will report to a storm sewer system.

#### **SECTION 3-3-6 FINAL PLAT STAGE (STAGE III)**

<u>Pre-submission Requirements (A)(1)</u> – The Final Plat is in conformance with the zone requirements. A modification of standards for the lot dimensions was granted with the conditional approval of the Preliminary Plat.

Pre-submission Requirements (A)(2) – The proposed final plat conforms to the preliminary plat.

Pre-submission Requirements (A)(3) – The Title Sheet includes an affidavit for public utilities and no objections were received from public utilities upon notification for the Preliminary Plat.

#### SECTION 3-3-8 INFORMATION REQUIRED FOR FINAL PLAT SUBMITTAL

- A. Form and Content-The final plat conforms to the required size specifications and provides the appropriate affidavits and certifications.
- B. Identification Data
  - 1. The subdivision map identified the subdivision, and provides its location by section, township, range and county.
  - 2. The subdivision map was prepared by a properly licensed surveyor.
  - 3. The subdivision map provides a scale, north point, and date of preparation.
- C. Survey Data
  - 1. The boundaries of the tract are fully balanced and closed.
  - 2. All exceptions are noted on the plat.
  - 3. The location and description of cardinal points are tied to a section corner.
  - 4. The location and description of any physical encroachments upon the boundary of the tract are noted on the plat.
- D. Descriptive Data
  - 1. The name, right of way lines, courses, lengths and widths of all streets and easements are noted on the plat.
  - 2. All drainage ways are noted on the plan.
  - 3. All utility and public service easements are noted on the plat.
  - 4. The location and dimensions of all lots, parcels and exceptions are shown on the
  - 5. All residential lots are numbered consecutively on the plat.
  - 6. There are no sites dedicated to the public shown on the plat.
  - 7. The location of adjoining subdivisions are noted on the plat with required information.
  - 8. There are no deed restrictions proposed.
- E. Dedication and Acknowledgment
  - 1. The owner's certificate has the required dedication information for all easements and right of ways.
  - 2. The execution of dedication is acknowledged and certified by a notary public.
- F. Additional Information
  - 1. All centerline monuments for streets are noted as being set on the plat.

  - The centerline and width of each right of way is noted on the plat.
     The plat indicates the location of monuments that will be set to determine the boundaries of the subdivision.
  - 4. The length and bearing of each lot line is identified on the plat.
  - 5. The city boundary adjoining the subdivision is not identified on the plat, as the plat is not adjoining a boundary.
  - 6. The plat identifies the location of the section lines, and 1/16<sup>th</sup> section line adjoining the subdivision boundaries.
- G. City Engineer to Check
  - 1. The Engineer shall check the final map for accuracy of dimensions, placement of monuments, the establishment of survey records, and conformance with the preliminary map.
    - a) Closure calculations have been provided.

- b) Civil improvement plans have been provided, previous civil improvement plans have been approved for this subdivision.
- c) Civil improvement plans for drainage have been submitted.

d) An engineer's estimate has not been provided.

2. It appears the lot closures are within the required tolerances.

H. Required certifications

1. The Owner's Certificate is shown on the final plat.

- 2. The Owner's Certificate offers for dedication all right of ways shown on the plat.
- 3. A Clerk Certificate is shown on the final plat, certifying the signature of the City Council.
- 4. The Owner's Certificate offers for dedication all easements shown on the plat.
- 5. A Surveyor's Certificate is shown on the plat and provides the required language.

6. The City Engineer's Certificate is listed on the plat.

7. A certificate from the Nevada Division of Environmental Protection is provided with the required language.

8. A copy of review by the state engineer is not available at this time.

- 9. A certificate from the Division of Water Resources is provided on the plat with the required language.
- 10. The civil improvement plans identify the required water meters for the subdivision.

#### SECTIONS 3-3-20 through 3-3-27 (inclusive)

1. The proposed subdivision was evaluated for conformance to the referenced sections of code during the preliminary plat process. A modification of standards for lot dimensions was approved during that process.

Based on the modification of standards for lot dimensions granted under the preliminary plat application, the proposed development conforms Sections 3-3-20 through 3-3-27 (inclusive).

#### SECTION 3-3-40-RESPONSIBILITY FOR IMPROVEMENTS

The Subdivider shall be responsible for all required improvements in conformance with Section 3-3-40 of city code.

#### **SECTION 3-3-41-ENGINEERING PLANS**

The Subdivider has submitted civil improvement plans in conformance with section 3-3-41 of City code. The plans have been approved by city staff.

#### **SECTION 3-3-42-CONSTRUCTION AND INSPECTION**

The Subdivider has submitted plans to the city and state agencies for review to receive all required permits in accordance with the requirements of Section 3-3-42 of city code.

#### **SECTION 3-3-43-REQUIRED IMPROVEMENTS**

The Subdivider has submitted civil improvement plans which are in conformance with Section 3-3-43 of city code.

Civil improvements include curb, gutter and sidewalk, paving and utilities within the Village Parkway, Village Green Circle, Nicole Court and Opal Drive right of ways.

#### SECTION 3-3-44-AGREEMENT TO INSTALL IMPROVEMENTS

The Subdivider will be required to enter into a Performance Agreement to address to conform to Section 3-3-44 of city code.

#### **SECTION 3-3-45-PERFORMANCE GUARANTEE**

The Subdivider will be required to provide a Performance Guarantee as stipulated in the Performance Agreement in conformance with Section 3-3-45 of city code.

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

1. The proposed subdivision was evaluated for conformance to the referenced sections of code during the preliminary plat process. A modification of standards for lot dimensions was approved during that process.

Based on the modification of standards for lot dimensions granted under the preliminary plat application, the proposed development conforms to Sections 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G) and 3-2-17 of city code.

#### **SECTION 3-8-FLOODPLAIN MANAGEMENT**

1. The proposed subdivision has been removed from the FEMA Special Flood Hazard Area by a Letter of Map Revision submitted to and approved by FEMA as Case No. 16-09-0367P with an effective date of April 3, 2017.

The proposed development is in conformance with Section 3-8 of city code.

#### **FINDINGS**

- 1. The Final Plat for Great Basin Estates Phase 3 has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City code.
- 2. The Final Plat is in conformance with the Preliminary Plat.
- 3. The proposed subdivision is in conformance with the Land Use Component of the Master Plan.
- 4. The proposed subdivision is in conformance with Transportation Component of the Master Plan.
- 5. Based on the modification of standards for lot dimensions granted under the preliminary plat application, the proposed development conforms Sections 3-3-20 through 3-3-27 (inclusive).
- 6. The Subdivider shall be responsible for all required improvements in conformance with Section 3-3-40 of city code.
- 7. The Subdivider has submitted civil improvement plans in conformance with section 3-3-41 of City code. The plans have been approved by city staff.

- 8. The Subdivider has submitted plans to the city and state agencies for review to receive all required permits in accordance with the requirements of Section 3-3-42 of city code.
- 9. The Subdivider has submitted civil improvement plans which are in conformance with Section 3-3-43 of city code.
- 10. The Subdivider will be required to enter into a Performance Agreement to conform to Section 3-3-44 of city code.
- 11. The Subdivider will be required to provide a Performance Guarantee as stipulated in the Performance Agreement in conformance with Section 3-3-45 of city code.
- 12. Based on the modification of standards for lot dimensions granted under the preliminary plat application, the proposed development conforms to Sections 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G) and 3-2-17 of city code.
- 13. The proposed development is in conformance with Section 3-8 of city code.
- 14. The subdivision is in conformance with 3-8 Floodplain Management.

#### **RECOMMENDATION**

Staff recommends approval of the subdivision based on the following conditions:

- 1. The Developer shall execute a Performance Agreement in accordance with Section 3-3-44 of city code. The Performance Agreement shall be secured in accordance with Section 3-3-45 of city code. In conformance with Section 3-3-44 of city code, the public improvements shall be completed within a time of no later than two (2) years of the date of Final Plat approval by the City Council unless extended as stipulated in city code.
- 2. The Performance Agreement shall be approved by the City Council.
- 3. The Developer shall enter into the Performance Agreement within 30 days of approval of the Final Plat by the City Council.
- 4. The Final Plat is approved for 38 single family residential lots.
- 5. The Utility Department will issue a Will Serve Letter for the subdivision.
- 6. State approval of the subdivision is required.
- 7. Conformance with Preliminary Plat conditions is required.
- 8. Civil improvements are to comply with Chapter 3-3 of City code.
- 9. The Owner/Developer is to provide the appropriate contact information for the qualified engineer and engineering firm contracted to oversee the project along with the required inspection and testing necessary to produce an As-Built for submittal to the City of Elko. The Engineer of Record is to ensure all materials meet the latest edition Standard Specifications for Public Works. All Right -of-Way and utility improvements are to be certified by the Engineer of Record for the project.

- 10. An engineer's estimate for the public improvements shall be provided prior to the final plat being presented to the City Council to allow for finalization of the required Performance Agreement.
- 11. Modify Planning Commission approval jurat to the 3<sup>rd</sup> day of May, 2016 prior to City Council approval.

# STAFF COMMENT FLOW SHEET PLANNING COMMISSION AGENDA DATE: 9/6 \*\*Do not use pencil or red pen, they do not reproduce\*\*

Title: Final Plat 11-18 Great Basin Estates Phase 3 Applicant(s): Parrado Partners, LP Site Location: Extension of Village Parkway + Opal Drive Current Zoning: Received: 8/15/18 Date Public Notice: 1/A COMMENT: This is to Subdivide 9.65 acres into 38 Lots. \*\*If additional space is needed please provide a separate memorandum\*\* Assistant City Manager: Date: 8/24/18Initial City Manager: Date: 8/24/18 Recommend approval based upon conditions listed in Staff Report. Initial



## CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue \* Elko \* Nevada \* 89801 (775) 777-7160 \* (775) 777-7219 fax

## **APPLICATION FOR FINAL PLAT APPROVAL**

APPLICANT(s): Parr	rado Partners, LP				
MAILING ADDRESS:	\ /				
PHONE NO (Home)	(Business) (530) 587-0740				
NAME OF PROPERTY OWNER (If different):					
	consent in writing must be provided)				
MAILING ADDRESS:					
LEGAL DESCRIPTION AND <u>LOCATION OF PROPERTY INVOLVED (Attach if necessary):</u>					
ASSESSOR'S PARCEL					
Lot(s), Block(s), &Subdivision   Lot E, Great Basin Estates Subdivision, Phase 2					
Or Parcel(s) & File No.					
PROJECT DESCRIPTION	ON OR PURPOSE:				
APPLICANT'S REPRES	SENTATIVE OR ENGINEER: High Desert Engineering, LLC				

#### **FILING REQUIREMENTS:**

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

- 1. One .pdf of the entire application, and ten (10) 24" x 36" copies of the final plat folded to a size not to exceed 9"x12" provided by a properly licensed surveyor, as well as one (1) set of reproducible plans 8 ½" x 11" in size and any required supporting data, prepared in accordance with Section 3-3-8 of Elko City Code (see attached checklist).
- 2. Pre-Submission Requirements:
  - a. The final plat shall meet all requirements of the zoning district in which located, and any necessary zoning amendment shall have been adopted by the Elko City Council prior to filing of the final plat.
  - b. The final plat shall conform closely to the approved preliminary plat and be prepared in accordance with the provisions of the City Subdivision Ordinance.
  - c. The final plat submittal shall include a letter signifying approval of utility easements by all public utilities involved, and shall be so indicated by an affidavit on the map.
  - d. A complete set of construction plans for all public improvements associated with the final plat shall have been approved or substantially approved by the City Engineer.

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

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

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Revised 1/24/18

Final Plat Checklist as per Elko City Code 3-3-8

	Time That checking as per city code 3 3 0					
Identification Data						
	Subdivision Name					
	Location and Section, Township and Range					
	Name, address and phone number of subdivider					
	Name, address and phone number of engineer/surveyor					
	Scale, North Point and Date of Preparation					
	Location maps					
Survey Data (Requir	ed)					
	Boundaries of the Tract fully balanced and closed					
·	Any exception within the plat boundaries					
	The subdivision is to be tied to a section corner					
	Location and description of all physical encroachments					
Descriptive Data						
	Street Layout, location, widths, easements					
	All drainageways, designated as such					
	All utility and public service easements					
	Location and dimensions of all lots, parcels					
	Residential Lots shall be numbered consecutively					
	All sites to be dedicated to the public and proposed use					
	Location of all adjoining subdivisions with name date, book and page					
	Any private deed restrictions to be imposed upon the plat					
<b>Dedication and Ack</b>	nowledgment					
	Statement of dedication for items to be dedicated					
	Execution of dedication ackowledged by a notary public					
Additional Informat	ion					
	Street CL, and Monuments identified					
	Street CL and width shown on map					
	Location of mounuments used to determine boudaries					
	Each city boundary line crossing or adjoing the subdivision					
	Section lines crossing the subdivision boundaries					
City Engineer to Che	ck					
	Closure report for each of the lots					
	Civil Improvement plans					
	Estimate of quantities required to complete the improvements					
<b>Required Certification</b>	ons					
	All parties having record title in the land to be subdivided					
	Offering for dedication					
	Clerk of each approving governing body					
	Easements					
	Surveyor's Certificate					
	City Engineer					
,	State Health division					
	State Engineer					
	Division of Water Resources					
	City Council					

By My Signature below:				
I consent to having the City of Elko Staff enter on my property for the sole purpose of inspection of said property as part of this application process.				
this application. (Yo	ving the City of Elko Staff enter onto my property as a part of their review of our objection will not affect the recommendation made by the staff or the final determination ning Commission or the City Council.)			
the City Planning D	e that submission of this application does not imply approval of this request by Department, the City Planning Commission and the City Council, nor does it in the issuance of any other required permits and/or licenses.			
	e that this application may be tabled until a later meeting if either I or my entative or agent is not present at the meeting for which this application is			
subdivision layout	e that, if approved, I must provide an AutoCAD file containing the final on NAD 83 NV East Zone Coordinate System to the City Engineering requesting final map signatures for recording.			
I have careful best of my ability.	ly read and completed all questions contained within this application to the			
Applicant / Agent	Robert E. Morley, P.L.S.			
	(Please print or type)			
Mailing Address	640 Idaho Street			
·	Street Address or P.O. Box			
	Elko, Nevada 89801			
•	City, State, Zip Code			
1	Phone Number: 775-738-4053			
1	Email address: remorley@frontiernet.net			
SIGNATURE:	Kidnit T. Maly			
	FOR OFFICE USE ONLY 38 Lots × 25 \$ 950 +750 =			
ile No.: <u>    1-18</u>	Date Filed: 8/15/18 Fee Paid: 700 CY 1504			

### RECEIVED

AUG 1 5 2018

#### Phase 3.txt

Parcel name: Lot 44

Line Course: S 48-15-09 E Length: 59.00

North: 28473511.6062 East: 612404.1617

Line Course: S 41-44-51 W Length: 100.00

North: 28473436.9976 East: 612337.5768

Line Course: N 48-15-09 W Length: 74.00

Line Course: N 41-44-51 E Length: 9.55

North: 28473493.3955 East: 612288.7253

Line Course: N 41-44-51 E Length: 75.45

Curve Length: 23.56 Radius: 15.00

Delta: 90-00-00 Tangent: 15.00

Chord: 21.21 Course: N 86-44-51 E
Course In: S 48-15-09 E Course Out: N 41-44-51 E
RP North: 28473539.7000 East : 612350.1549

Perimeter: 341.56 Area: 7,352 S.F. 0.169 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E

Error North: 0.00000 East: 0.00000

Precision 1: 341,560,000.00

Parcel name: Lot 45

North: 28473511.6062 East: 612404.1617

Line Course: S 48-15-09 E Length: 60.00

Line Course: S 41-44-51 W Length: 100.00

Line Course: N 48-15-09 W Length: 60.00

North: 28473436.9975 East: 612337.5768

Line Course: N 41-44-51 E Length: 100.00

North: 28473511.6062 East : 612404.1617

Line Course: S 21-04-39 W Length: 0.00

North: 28473511.6062 East: 612404.1617

Perimeter: 320.00 Area: 6,000 S.F. 0.138 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E

Error North: 0.00000 East: 0.00000

Page 1

Precision 1: 320,000,000.00

Parcel name: Lot 46

North: 28473471.6552 East: 612448.9268

Line Course: S 48-15-09 E Length: 60.00

Line Course: S 41-44-51 W Length: 100.00

North: 28473357.0956 East: 612427.1071

Line Course: N 48-15-09 W Length: 60.00

North: 28473397.0465 East: 612382.3419

Line Course: N 41-44-51 E Length: 100.00

North: 28473471.6552 East : 612448.9268

Line Course: S 31-08-20 W Length: 0.00

North: 28473471.6552 East: 612448.9268

Perimeter: 320.00 Area: 6,000 S.F. 0.138 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E

Error North: 0.00000 East : 0.00000

Precision 1: 320,000,000.00

Parcel name: Lot 47

Line Course: S 48-15-09 E Length: 60.00

North: 28473391.7532 East: 612538.4571

Line Course: S 41-44-51 W Length: 100.00

North: 28473317.1446 East: 612471.8722

Line Course: N 48-15-09 W Length: 60.00

North: 28473357.0955 East: 612427.1070

Line Course: N 41-44-51 E Length: 100.00

Line Course: S 44-32-56 W Length: 0.00

Perimeter: 320.00 Area: 6,000 S.F. 0.138 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E

Error North: 0.00000 East: 0.00000

Precision 1: 320,000,000.00

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Parcel name: Lot 48

North: 28473391.7532 East: 612538.4571

Line Course: S 48-15-09 E Length: 60.00

Line Course: S 41-44-51 W Length: 100.00

North: 28473277.1936 East: 612516.6374

Line Course: N 48-15-09 W Length: 60.00

Line Course: N 41-44-51 E Length: 100.00

North: 28473391.7532 East: 612538.4571

Line Course: S 46-10-09 W Length: 0.00

North: 28473391.7532 East: 612538.4571

Perimeter: 320.00 Area: 6,000 S.F. 0.138 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E

Error North: 0.00000 East: 0.00000

Precision 1: 320,000,000.00

Parcel name: Lot 49

North: 28473311.8512 East: 612627.9874

Line Course: N 48-15-09 W Length: 60.00

North: 28473351.8021 East: 612583.2222

Line Course: S 41-44-51 W Length: 100.00

North: 28473277.1935 East: 612516.6373

Line Course: S 48-15-09 E Length: 60.00

North: 28473237.2425 East: 612561.4025

Line Course: N 41-44-51 E Length: 100.00

Line Course: S 36-17-33 W Length: 0.00

North: 28473311.8512 East : 612627.9874

Perimeter: 320.00 Area: 6,000 S.F. 0.138 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E

Error North: 0.00000 East : 0.00000

Precision 1: 320,000,000.00

Parcel name: Lot 50

North: 28473307.5780 East: 612632.7754

Line Course: N 48-15-09 W Length: 6.42

Page 3

Line Course: S 41-44-51 W Length: 100.00

North: 28473237.2442 East: 612561.4006

Line Course: S 48-15-09 E Length: 25.06

North: 28473220.5580 East: 612580.0975

Line Course: S 37-41-16 E Length: 43.58

North: 28473186.0708 East: 612606.7405

Line Course: N 41-45-12 E Length: 105.55

North: 28473264.8130 East: 612677.0289

Curve Length: 61.56 Radius: 775.00

Delta: 4-33-04 Tangent: 30.80

Chord: 61.54 Course: N 45-58-37 W
Course In: S 46-17-55 W Course Out: N 41-44-51 E
RP North: 28472729.3656 East: 612116.7424
End North: 28473307.5826 East: 612632.7754

Line Course: S 01-47-24 E Length: 0.00

North: 28473307.5826 East: 612632.7754

Perimeter: 342.16 Area: 6,912 S.F. 0.159 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0045 Course: N 00-20-13 E

Error North: 0.00452 East: 0.00003

Precision 1: 76,037.78

Parcel name: Lot 51

North: 28473264.8082 East: 612677.0290 Curve Length: 74.85 Radius: 775.00

Curve Length: 74.85 Radius: 775.00 Delta: 5-32-02 Tangent: 37.45

Chord: 74.82 Course: S 40-56-04 E
Course In: S 46-17-55 W Course Out: N 51-49-57 E
RP North: 28472729.3608 East : 612116.7425
End North: 28473208.2818 East : 612726.0533

Line Course: S 48-00-44 W Length: 108.30

Line Course: N 37-41-16 W Length: 63.48

Line Course: N 41-45-12 E Length: 105.55

North: 28473264.8095 East: 612677.0347

Perimeter: 352.18 Area: 7,389 S.F. 0.170 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0058 Course: N 77-25-02 E

Precision 1: 60,720.69

Parcel name: Lot 52

North: 28473208.2841 East: 612726.0514

Curve Length: 74.85 Radius: 775.00
Delta: 5-32-01 Tangent: 37.45

Chord: 74.82 Course: S 35-24-03 E
Course In: S 51-49-57 W Course Out: N 57-21-58 E
RP North: 28472729.3631 East: 61216.7405
End North: 28473147.2966 East: 612769.3940

Line Course: S 50-43-33 W Length: 111.20

Line Course: N 32-39-03 W Length: 69.99

Line Course: N 48-00-44 E Length: 108.30

North: 28473208.2829 East: 612726.0484

Perimeter: 364.34 Area: 7,935 S.F. 0.182 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0032 Course: S 67-29-22 W Error North: -0.00121 East: -0.00293

Precision 1: 113,856.25

Parcel name: Lot 53

North: 28473147.2961 East: 612769.3946

Curve Length: 74.85 Radius: 775.00

Delta: 5-32-01 Tangent: 37.45 Chord: 74.82 Course: S 29-52-02 E

Course In: S 57-21-58 W Course Out: N 62-53-59 E

RP North: 28472729.3626 East : 612116.7410

End North: 28473082.4133 East : 612806.6542

Line Course: S 53-39-25 W Length: 107.04

North: 28473018.9794 East : 612720.4353

Line Course: N 32-39-03 W Length: 68.80

Line Course: N 50-43-33 E Length: 111.20

North: 28473147.3003 East: 612769.3993

Line Course: S 90-00-00 E Length: 0.00

North: 28473147.3003 East: 612769.3993

Perimeter: 361.89 Area: 7,824 S.F. 0.180 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0063 Course: N 47-53-33 E

Error North: 0.00425 East: 0.00471

Precision 1: 57,442.86

Parcel name: Lot 54

Delta: 4-24-42 Tangent: 31.78

Chord: 63.51 Course: N 26-32-30 W
Course In: S 65-39-51 W Course Out: N 61-15-09 E
RP North: 28472729.3617 East: 612116.7416
End North: 28473126.1459 East: 612840.0585

Line Course: N 63-48-49 E Length: 103.71

North: 28473171.9123 East: 612933.1240

Line Course: S 33-34-46 E Length: 76.31

North: 28473108.3370 East: 612975.3305

Line Course: S 68-46-47 W Length: 108.63

North: 28473069.0179 East: 612874.0661

Line Course: S 65-39-51 W Length: 5.00

North: 28473066.9574 East: 612869.5104

Line Course: N 24-20-09 W Length: 2.61

North: 28473069.3355 East: 612868.4349

Perimeter: 359.77 Area: 7,621 S.F. 0.175 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0047 Course: N 24-54-01 W

Error North: 0.00429 East: -0.00199

Precision 1: 76,548.94

Parcel name: Lot 55

Curve Length: 58.26 Radius: 825.00 Delta: 4-02-46 Tangent: 29.14

Chord: 58.25 Course: N 30-46-14 W
Course In: S 61-15-09 W Course Out: N 57-12-23 E
RP North: 28472729.3618 East : 612116.7416
End North: 28473176.1938 East : 612810.2588

Line Course: N 57-29-16 E Length: 100.01

Line Course: S 33-34-46 E Length: 69.66

North: 28473171.9120 East: 612933.1234

Line Course: S 63-48-49 W Length: 103.71

Perimeter: 331.63 Area: 6,473 S.F. 0.149 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0008 Course: S 50-47-13 W Error North: -0.00049 East : -0.00060

Precision 1: 414,550.00

Page 6

Parcel name: Lot 56

North: 28473176.1939 East: 612810.2587 Curve Length: 70.23 Radius: 825.00 Delta: 4-52-39 Tangent: 35.14

Chord: 70.21 Course: N 35-13-56 W Course In: S 57-12-23 W Course Out: N 52-19-44 E East : 612116.7414 RP North: 28472729.3620 End North: 28473233.5426 East: 612769.7552

Curve Length: 22.40 Radius: 15.00 Tangent: 13.88 Delta: 85-33-39

Chord: 20.38 Course: N 05-06-33 E Course In: N 52-19-44 E Course Out: N 42-06-37 W RP North: 28473242.7095 East : 612781.6281 End North: 28473253.8373 East : 612771.5697

Line Course: N 47-53-23 E Length: 75.24

North: 28473304.2903 East: 612827.3869

Course: S 42-06-44 E Length: 100.22 Line

North: 28473229.9438 East: 612894.5930

Line Course: S 57-29-16 W Length: 100.01

East: 612810.2569 North: 28473176.1904

Line Course: N 90-00-00 W Length: 0.00

North: 28473176.1904 East: 612810.2569

Perimeter: 368.09 Area: 8,568 S.F. 0.197 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas) Error Closure: 0.0039 Course: S 28-20-56 W

Error North: -0.00347 East: -0.00187

Precision 1: 94,384.62

Parcel name: Lot 57

North: 28473304.2895 East: 612827.3875

Line Course: N 47-53-23 E Length: 60.35

North: 28473344.7578 East: 612872.1584

Curve Length: 21.47 Radius: 15.00

Delta: 82-00-04 Tangent: 13.04

Chord: 19.68 Course: N 88-53-25 E Course In: S 42-06-37 E Course Out: N 39-53-27 E RP North: 28473333.6300 East: 612882.2168 End North: 28473345.1390 East: 612891.8367

Line Course: S 50-06-33 E Length: 84.57

North: 28473290.9020 East: 612956.7246

Curve Length: 17.45 Radius: 20.00 Delta: 49-59-41 Tangent: 9.33

Page 7

Chord: 16.90 Course: S 25-06-43 E
Course In: S 39-53-27 W Course Out: N 89-53-08 E
RP North: 28473275.5566 East : 612943.8980
End North: 28473275.5965 East : 612963.8980

Line Course: S 56-37-37 W Length: 82.99

North: 28473229.9447 East: 612894.5925

Line Course: N 42-06-44 W Length: 100.22

North: 28473304.2912 East: 612827.3865

Line Course: N 90-00-00 W Length: 0.00

North: 28473304.2912 East: 612827.3865

Perimeter: 367.04 Area: 8,586 S.F. 0.197 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0020 Course: N 29-41-16 W

Error North: 0.00171 East: -0.00098

Precision 1: 183,525.00

Parcel name: Lot 58

North: 28473275.5971 East: 612963.8968

Curve Length: 81.11 Radius: 50.00

Delta: 92-56-48 Tangent: 52.64

Chord: 72.51 Course: S 46-35-16 E
Course In: N 89-53-08 E Course Out: S 03-03-40 E
RP North: 28473275.6970 East : 613013.8967
End North: 28473225.7683 East : 613016.5668

Line Course: S 03-03-40 E Length: 99.50

Line Course: S 68-46-47 W Length: 49.94

Line Course: N 33-34-46 W Length: 76.31

Line Course: N 33-34-46 W Length: 69.66

North: 28473229.9448 East: 612894.5914

Line Course: N 56-37-37 E Length: 82.99

North: 28473275.5966 East: 612963.8969

Line Course: S 90-00-00 E Length: 0.00

North: 28473275.5966 East: 612963.8969

Perimeter: 459.51 Area: 11,758 S.F. 0.270 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0005 Course: S 06-41-40 E

Error North: -0.00053 East: 0.00006

Precision 1: 919,020.00

Parcel name: Lot 59

North: 28473225.7683 East: 613016.5668

Curve Length: 62.48 Radius: 50.00 Delta: 71-36-03 Tangent: 36.06

Chord: 58.50 Course: N 51-08-19 E
Course In: N 03-03-40 W Course Out: S 74-39-43 E
RP North: 28473275.6970 East: 613013.8968
End North: 28473262.4713 East: 613062.1159

Line Course: S 74-39-43 E Length: 262.30

North: 28473193.0894 East: 613315.0733

Line Course: S 80-27-31 W Length: 217.18

North: 28473157.0896 East: 613100.8977

Line Course: S 68-46-47 W Length: 84.76

Line Course: N 03-03-40 W Length: 99.50

North: 28473225.7684 East: 613016.5714

Perimeter: 726.22 Area: 18,725 S.F. 0.430 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0046 Course: N 89-24-51 E

Precision 1: 157,873.91

Parcel name: Lot 60

Curve Length: 61.10 Radius: 50.00 Delta: 70-00-42 Tangent: 35.02

Chord: 57.37 Course: S 19-40-04 E
Course In: S 35-19-35 W Course Out: S 74-39-43 E
RP North: 28473275.6970 East: 613013.8967
End North: 28473262.4714 East: 613062.1157

Line Course: S 74-39-43 E Length: 262.30

North: 28473193.0894 East: 613315.0731

Line Course: N 46-55-41 W Length: 204.73

North: 28473332.9029 East: 613165.5185

Line Course: N 54-33-09 W Length: 90.62

Line Course: S 35-19-35 W Length: 84.54

Perimeter: 703.28 Area: 19,445 S.F. 0.446 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0066 Course: S 27-18-00 E Error North: -0.00584 East: 0.00301

Precision 1: 106,559.09

Parcel name: Lot 61

North: 28473329.2660 East: 612988.7897

Line Course: N 50-06-33 W Length: 34.90

North: 28473351.6483 East: 612962.0121

Line Course: N 37-00-20 E Length: 102.79

North: 28473433.7340 East: 613023.8806

Line Course: S 54-33-09 E Length: 83.24

North: 28473385.4584 East: 613091.6918

Line Course: S 35-19-35 W Length: 84.54

North: 28473316.4847 East: 613042.8080

Curve Length: 39.65 Radius: 50.00 Delta: 45-25-49 Tangent: 20.93

Chord: 38.61 Course: N 77-23-20 W

Course In: S 35-19-35 W Course Out: N 10-06-14 W

Curve Length: 17.45 Radius: 20.00

Delta: 49-59-41 Tangent: 9.33

Chord: 16.90 Course: N 75-06-24 W

Course In: N 10-06-14 W Course Out: S 39-53-27 W RP North: 28473344.6055 East: 613001.6159

Perimeter: 362.57 Area: 8,289 S.F. 0.190 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0059 Course: S 02-53-31 W

Error North: -0.00584 East : -0.00030

Precision 1: 61,452.54

Parcel name: Lot 62

North: 28473407.8278 East: 612910.4311

Line Course: N 37-00-20 E Length: 86.93

Line Course: S 54-33-09 E Length: 75.03

Line Course: S 37-00-20 W Length: 102.79

North: 28473351.6482 East: 612962.0081

Line Course: N 50-06-33 W Length: 35.20

North: 28473374.2229 East: 612935.0002

Curve Length: 10.93 Radius: 20.00

Delta: 31-18-01 Tangent: 5.60

Chord: 10.79 Course: N 34-27-33 W

Course In: N 39-53-27 E Course Out: S 71-11-28 W

End North: 28473383.1200 East: 612928.8948

Curve Length: 31.36 Radius: 50.00 Delta: 35-56-09 Tangent: 16.22

Chord: 30.85 Course: N 36-46-36 W
Course In: S 71-11-28 W Course Out: N 35-15-19 E
RP North: 28473366.9994 East: 612881.5648
End North: 28473407.8288 East: 612910.4259

Line Course: N 08-52-50 E Length: 0.00

Perimeter: 342.23 Area: 7,239 S.F. 0.166 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Precision 1: 64,573.58

Parcel name: Lot 63

North: 28473414.6415 East: 612866.4001

Line Course: N 07-35-56 W Length: 146.26

North: 28473559.6171 East: 612847.0591

Line Course: S 54-33-09 E Length: 142.02

North: 28473477.2516 East: 612962.7553

Line Course: S 37-00-20 W Length: 86.93

Curve Length: 46.18 Radius: 50.00 Delta: 52-55-02 Tangent: 24.88

Chord: 44.56 Course: N 81-12-12 W
Course In: S 35-15-19 W Course Out: N 17-39-43 W
RP North: 28473367.0019 East : 612881.5718

End North: 28473414.6450 East: 612866.4018

Perimeter: 421.39 Area: 9,139 S.F. 0.210 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0039 Course: N 25-04-50 E

Precision 1: 108,048.72

Parcel name: Lot 64

Line Course: N 41-44-40 E Length: 136.10

North: 28473559.6170 East: 612847.0601

Line Course: S 07-35-56 E Length: 146.26

North: 28473414.6414 East: 612866.4011

Page 11

Curve Length: 48.65 Radius: 50.00 Delta: 55-44-56 Tangent: 26.45

Chord: 46.75 Course: S 44-27-49 W

Course In: S 17-39-43 E Course Out: N 73-24-39 W RP North: 28473366.9983 East: 612881.5711 End North: 28473381.2736 East: 612833.6522

Line Course: N 45-09-12 W Length: 108.90

North: 28473458.0712 East: 612756.4425

Line Course: S 08-52-50 E Length: 0.00

Perimeter: 439.91 Area: 9,913 S.F. 0.228 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0017 Course: N 32-10-58 W Error North: 0.00141 East: -0.00089

Precision 1: 258,770.59

Precision 1: 250,770.5

Parcel name: Lot 65

North: 28473398.3800 East: 612703.1787

Line Course: N 41-44-40 E Length: 80.00

Line Course: S 45-09-12 E Length: 108.90

North: 28473381.2722 East: 612833.6532

Curve Length: 10.93 Radius: 20.00 Delta: 31-18-02 Tangent: 5.60

Chord: 10.79 Course: S 32-14-22 W

Course In: N 73-24-39 W Course Out: S 42-06-37 E RP North: 28473386.9823 East: 612814.4856

End North: 28473372.1452 East: 612827.8968

Line Course: S 47-53-23 W Length: 63.83

North: 28473329.3434 East: 612780.5442

Line Course: N 48-15-17 W Length: 103.69

North: 28473398.3823 East: 612703.1798

Line Course: N 90-00-00 W Length: 0.00

North: 28473398.3823 East: 612703.1798

Perimeter: 367.34 Area: 8,290 S.F. 0.190 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0025 Course: N 26-06-30 E

Error North: 0.00228 East : 0.00112

Precision 1: 146,940.00

Parcel name: Lot 66

North: 28473398.3800 East: 612703.1787

Line Course: S 48-15-17 E Length: 103.69

Line Course: S 47-53-23 W Length: 54.90

North: 28473292.5274 East: 612739.8152

Curve Length: 23.29 Radius: 15.00
Delta: 88-58-41 Tangent: 14.73

Chord: 21.02 Course: N 87-37-17 W
Course In: N 42-06-37 W Course Out: S 46-52-04 W

Curve Length: 73.73 Radius: 825.00 Delta: 5-07-13 Tangent: 36.89

Chord: 73.70 Course: N 45-41-33 W
Course In: S 46-52-04 W Course Out: N 41-44-51 E
RP North: 28472729.3604 East: 612116.7434
End North: 28473344.8817 East: 612666.0689

Line Course: N 48-15-09 W Length: 7.93

Line Course: N 41-44-40 E Length: 64.62

Line Course: S 90-00-00 E Length: 0.00

North: 28473398.3763 East: 612703.1770

Perimeter: 328.16 Area: 6,570 S.F. 0.151 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0041 Course: S 24-14-30 W Error North: -0.00371 East: -0.00167

Precision 1: 80,039.02

Parcel name: Lot 67

North: 28473350.1625 East: 612660.1514

Line Course: N 48-15-09 W Length: 88.68

Curve Length: 23.56 Radius: 15.00

Delta: 90-00-00 Tangent: 15.00 Chord: 21.21 Course: N 03-1

Chord: 21.21 Course: N 03-15-09 W
Course In: N 41-44-51 E Course Out: N 48-15-09 W
RP North: 28473420.4013 East : 612603.9762
End North: 28473430.3890 East : 612592.7849

Line Course: N 41-44-51 E Length: 49.62

Line Course: S 48-15-17 E Length: 103.67

Line Course: S 41-44-40 W Length: 64.62

Line Course: N 30-41-59 E Length: 0.00

North: 28473350.1699 East: 612660.1492

Page 13

Perimeter: 330.16 Area: 6,651 S.F. 0.153 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0077 Course: N 16-43-22 W

Error North: 0.00736 East: -0.00221

Precision 1: 42,876.62

Parcel name: Lot 68

Line Course: S 48-15-17 E Length: 103.67

Line Course: N 41-44-40 E Length: 80.00

North: 28473458.0724 East: 612756.4406

Line Course: N 48-15-19 W Length: 80.37

North: 28473511.5838 East : 612696.4750

Curve Length: 56.70 Radius: 50.00

Delta: 64-58-12 Tangent: 31.84

Chord: 53.71 Course: S 59-15-27 W

Course In: N 63-13-39 W Course Out: S 01-44-33 W RP North: 28473534.1063 East: 612651.8349

End North: 28473484.1294 East: 612650.3145

Curve Length: 17.45 Radius: 20.00

Delta: 49-59-42 Tangent: 9.33

Chord: 16.90 Course: S 66-44-42 W Course In: S 01-44-33 W Course Out: N 48-15-09 W

RP North: 28473464.1386 East: 612649.7064

End North: 28473477.4556 East: 612634.7846

Line Course: S 41-44-51 W Length: 13.46

North: 28473467.4133 East: 612625.8223

Line Course: S 90-00-00 E Length: 0.00

North: 28473467.4133 East: 612625.8223

Perimeter: 351.65 Area: 7,196 S.F. 0.165 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0065 Course: N 38-48-39 W

Error North: 0.00505 East: -0.00406

Precision 1: 54,100.00

Parcel name: Lot 69

North: 28473511.5796 East: 612696.4796

Curve Length: 64.43 Radius: 50.00

Delta: 73-50-06 Tangent: 37.56

Chord: 60.07 Course: N 10-08-42 W

Page 14

Course In: N 63-13-39 W Course Out: N 42-56-15 E
RP North: 28473534.1020 East: 612651.8395
End North: 28473570.7069 East: 612685.8995

Line Course: N 42-56-15 E Length: 85.16

Line Course: S 54-33-09 E Length: 126.62

North: 28473559.6182 East: 612847.0611

Line Course: S 41-44-40 W Length: 136.10

North: 28473458.0710 East: 612756.4445

Line Course: N 48-15-19 W Length: 80.37

North: 28473511.5824 East: 612696.4789

Line Course: N 03-34-35 W Length: 0.00

North: 28473511.5824 East: 612696.4789

Perimeter: 492.68 Area: 15,110 S.F. 0.347 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0029 Course: N 13-24-13 W

Precision 1: 169,889.66

Parcel name: Lot 70

Line Course: N 48-15-19 W Length: 88.98

Line Course: N 46-08-47 E Length: 96.52

Line Course: S 54-33-09 E Length: 128.59

Line Course: S 42-56-15 W Length: 85.16

North: 28473570.7006 East: 612685.8999

Curve Length: 53.65 Radius: 50.00

Delta: 61-28-29 Tangent: 29.73

Chord: 51.11 Course: N 77-48-00 W
Course In: S 42-56-15 W Course Out: N 18-32-14 W
RP North: 28473534.0957 East : 612651.8399

Line Course: S 43-37-31 E Length: 0.00

North: 28473581.5016 East: 612635.9439

Perimeter: 452.90 Area: 12,635 S.F. 0.290 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0062 Course: S 05-10-00 E

Precision 1: 73,048.39

Parcel name: Lot 71

North: 28473581.8964 East: 612517.0211

Line Course: S 48-30-52 E Length: 107.41

North: 28473510.7447 East: 612597.4844

Curve Length: 17.45 Radius: 20.00 Delta: 49-59-41 Tangent: 9.33

Chord: 16.90 Course: N 16-45-01 E Course In: N 48-15-09 W Course Out: N 81-45-10 E

Curve Length: 69.56 Radius: 50.00 Delta: 79-42-36 Tangent: 41.74

Chord: 64.08 Course: N 31-36-28 E
Course In: N 81-45-10 E Course Out: N 18-32-14 W
RP North: 28473534.1028 East : 612651.8387
End North: 28473581.5087 East : 612635.9427

Line Course: N 48-15-19 W Length: 88.98

North: 28473640.7527 East: 612569.5531

Line Course: S 41-44-51 W Length: 78.89

North: 28473581.8940 East: 612517.0242

Perimeter: 362.30 Area: 7,099 S.F. 0.163 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0040 Course: S 51-25-09 E

Error North: -0.00249 East: 0.00312

Precision 1: 90,572.50

Parcel name: Lot 72

North: 28473581.8964 East: 612517.0211

Line Course: S 48-30-52 E Length: 107.41

North: 28473510.7447 East: 612597.4844

Line Course: S 41-44-51 W Length: 63.08

North: 28473463.6816 East: 612555.4826

Curve Length: 23.56 Radius: 15.00 Delta: 90-00-00 Tangent: 15.00

Chord: 21.21 Course: S 86-44-51 W
Course In: N 48-15-09 W Course Out: S 41-44-51 W
RP North: 28473473.6693 East : 612544.2913
End North: 28473462.4780 East : 612534.3036

Line Course: N 48-15-09 W Length: 92.41

Line Course: N 41-44-51 E Length: 77.59

Perimeter: 364.05 Area: 8,312 S.F. 0.191 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0015 Course: N 05-02-22 W

Error North: 0.00153 East: -0.00014

Precision 1: 242,700.00

Parcel name: Lot 73

North: 28473588.1956 East: 612393.4351

Line Course: S 48-15-09 E Length: 96.40

Line Course: N 41-44-51 E Length: 77.59

North: 28473581.8966 East: 612517.0211

Line Course: N 48-15-09 W Length: 111.40

North: 28473656.0722 East : 612433.9071

Line Course: S 41-44-51 W Length: 62.59

North: 28473609.3746 East: 612392.2316

Curve Length: 23.56 Radius: 15.00
Delta: 90-00-00 Tangent: 15.00

Chord: 21.21 Course: S 03-15-09 E Course In: S 48-15-09 E Course Out: S 41-44-51 W RP North: 28473599.3869 East: 612403.4229

End North: 28473588.1956 East: 612393.4351

Perimeter: 371.54 Area: 8,595 S.F. 0.197 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: N 00-00-00 E

Error North: 0.00000 East: 0.00000

Precision 1: 371,540,000.00

Parcel name: Lot 74

North: 28473656.0721 East: 612433.9072

Line Course: N 41-44-51 E Length: 78.89

Line Course: S 48-15-09 E Length: 111.40

Line Course: S 41-44-51 W Length: 78.89

North: 28473581.8965 East: 612517.0212

Line Course: N 48-15-09 W Length: 111.40

North: 28473656.0721 East: 612433.9072

Line Course: N 42-11-04 W Length: 0.00

North: 28473656.0721 East: 612433.9072

Perimeter: 380.58 Area: 8,788 S.F. 0.202 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Page 17

Error Closure: 0.0000

Error North: 0.00000

Precision 1: 380,580,000.00

Course: S 90-00-00 E

East : 0.00000

Parcel name: Lot 75

Line Course: S 48-15-09 E Length: 111.40

North: 28473640.7552 East: 612569.5501

Line Course: N 46-08-47 E Length: 96.52

North: 28473707.6260 East: 612639.1519

Line Course: N 54-33-09 W Length: 105.44

Line Course: N 48-15-09 W Length: 14.00

Line Course: S 41-44-51 W Length: 84.67

North: 28473714.9274 East: 612486.4328

Line Course: S 43-28-06 E Length: 0.00

North: 28473714.9274 East: 612486.4328

Perimeter: 412.03 Area: 10,309 S.F. 0.237 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0047 Course: S 44-02-34 W

Error North: -0.00339 East: -0.00328

Precision 1: 87,665.96

Parcel name: Lot 76

North: 28473875.3134 East: 612433.8827

Line Course: N 48-15-09 W Length: 25.00

North: 28473891.9596 East: 612415.2306

Line Course: S 41-44-51 W Length: 63.60

Line Course: S 48-15-09 E Length: 111.00

North: 28473770.5992 East: 612455.6982

Line Course: N 41-44-51 E Length: 63.60

North: 28473818.0503 East: 612498.0462

Line Course: N 48-15-09 W Length: 86.00

North: 28473875.3134 East : 612433.8827

Perimeter: 349.20 Area: 7,060 S.F. 0.162 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E

Error North: 0.00000 East: 0.00000

Precision 1: 349,200,000.00

Page 18

Parcel name: Lot 77

North: 28473844.5086 East: 612372.8825

Line Course: S 48-15-09 E Length: 111.00

North: 28473770.5993 East: 612455.6981

Line Course: S 41-44-51 W Length: 63.60

North: 28473723.1482 East : 612413.3501

Line Course: N 48-15-09 W Length: 111.00

North: 28473797.0575 East : 612330.5345

Line Course: N 41-44-51 E Length: 63.60

North: 28473844.5086 East: 612372.8825

Line Course: N 32-00-19 W Length: 0.00

North: 28473844.5086 East: 612372.8825

Perimeter: 349.20 Area: 7,060 S.F. 0.162 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Course: S 90-00-00 E Error Closure: 0.0000

Error North: 0.00000 East : 0.00000

Precision 1: 349,200,000.00

Parcel name: Lot 78

North: 28473797.0575 East : 612330.5345

Line Course: S 48-15-09 E Length: 111.00

North: 28473723.1483 East: 612413.3501

Line Course: S 41-44-51 W Length: 63.60

North: 28473675.6972 East : 612371.0021

Line Course: N 48-15-09 W Length: 111.00

North: 28473749.6064 East : 612288.1865

Line Course: N 41-44-51 E Length: 63.60

North: 28473797.0575 East : 612330.5345

Line Course: N 01-47-24 W Length: 0.00

North: 28473797.0575 East: 612330.5345

Perimeter: 349.20 Area: 7,060 S.F. 0.162 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E

Error North: 0.00000 East: 0.00000

Precision 1: 349,200,000.00

Parcel name: Lot 79

North: 28473749.6065 East: 612288.1864

Line Course: S 48-15-09 E Length: 111.00

Line Course: S 41-44-51 W Length: 63.60

Line Course: N 48-15-09 W Length: 111.00

Line Course: N 41-44-51 E Length: 63.60

North: 28473749.6065 East: 612288.1864

Line Course: N 90-00-00 W Length: 0.00

North: 28473749.6065 East: 612288.1864

Perimeter: 349.20 Area: 7,060 S.F. 0.162 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E

Error North: 0.00000 East: 0.00000

Precision 1: 349,200,000.00

Parcel name: Lot 80

North: 28473702.1554 East: 612245.8384

Line Course: S 48-15-09 E Length: 111.00

North: 28473628.2462 East: 612328.6539

Line Course: S 41-44-51 W Length: 63.60

North: 28473580.7951 East: 612286.3059

Line Course: N 48-15-09 W Length: 111.00

Line Course: N 41-44-51 E Length: 63.60

North: 28473702.1554 East: 612245.8384

Line Course: N 29-21-28 E Length: 0.00

North: 28473702.1554 East: 612245.8384

Perimeter: 349.20 Area: 7,060 S.F. 0.162 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E

Error North: 0.00000 East : 0.00000

Precision 1: 349,200,000.00

Parcel name: Lot 81

North: 28473654.7044 East: 612203.4903

Line Course: S 41-44-51 W Length: 63.60

Line Course: S 48-15-09 E Length: 111.00
Page 20

North: 28473533.3440 East: 612243.9579

Line Course: N 41-44-51 E Length: 63.60

Line Course: N 48-15-09 W Length: 111.00

Line Course: N 48-21-59 W Length: 0.00

Perimeter: 349.20 Area: 7,060 S.F. 0.162 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E

Precision 1: 349,200,000.00

#### Parcel name: Street Dedication

North: 28472369.4166 East: 613949.2330

Line Course: S 48-15-09 E Length: 60.00

North: 28472329.4656 East: 613993.9982

Line Course: S 41-44-51 W Length: 226.15

North: 28472160.7382 East: 613843.4164

Curve Length: 23.56 Radius: 15.00

Delta: 90-00-00 Tangent: 15.00

Chord: 21.21 Course: S 03-15-09 E Course In: S 48-15-09 E Course Out: S 41-44-51 W

Line Course: S 48-15-09 E Length: 188.81

North: 28472013.8402 East: 613985.4886

Curve Length: 23.56 Radius: 15.00
Delta: 90-00-00 Tangent: 15.00

Chord: 21.21 Course: N 86-44-51 E

Course In: N 41-44-51 E Course Out: S 48-15-09 E

RP North: 28472025.0315 East: 613995.4763

Line Course: N 41-44-51 E Length: 63.08

Curve Length: 17.45 Radius: 20.00

Delta: 49-59-41 Tangent: 9.33

Chord: 16.90 Course: N 16-45-01 E

Course In: N 48-15-09 W Course Out: N 81-45-10 E

Curve Length: 244.34 Radius: 50.00

Delta: 279-59-23 Tangent: 41.96

Chord: 64.29 Course: S 48-15-09 E

Course In: N 81-45-10 E Course Out: S 01-44-33 W

Page 21

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Phase 3.txt
Curve Length: 17.45
                                   Radius: 20.00
                                   Tangent: 9.33
       Delta: 49-59-42
                                    Course: S 66-44-42 W
        Chord: 16.90
                                Course Out: N 48-15-09 W
    Course In: S 01-44-33 W
       North: 28472015.4973
                                     East: 614100.8952
   End North: 28472028.8143
                                     East: 614085.9734
     Course: S 41-44-51 W Length: 63.08
       North: 28471981.7512
                                    East: 614043.9717
      Length: 23.56
                                    Radius: 15.00
Curve
        Delta: 90-00-00
                                   Tangent: 15.00
        Chord: 21.21
                                    Course: S 03-15-09 E
   Course In: S 48-15-09 E
                                Course Out: S 41-44-51 W
   RP North: 28471971.7635
                                     East: 614055.1630
   End North: 28471960.5722
                                     East: 614045.1752
     Course: S 48-15-09 E Length: 96.61
        North: 28471896.2445
                                     East: 614117.2547
Curve
      Length: 73.73
                                    Radius: 825.00
        Delta: 5-07-13
                                   Tangent: 36.89
        Chord: 73.70
                                    Course: S 45-41-33 E
   Course In: S 41-44-51 W
                                Course Out: N 46-52-04 E
                                     East: 613567.9291
    RP North: 28471280.7232
   End North: 28471844.7627
                                     East: 614169.9959
                                    Radius: 15.00
Curve Length: 23.29
        Delta: 88-58-41
                                   Tangent: 14.73
                                    Course: S 87-37-17 E
        Chord: 21.02
    Course In: N 46-52-04 E
                                Course Out: S 42-06-37 E
    RP North: 28471855.0180
                                     East: 614180.9426
    End North: 28471843.8902
                                     East: 614191.0010
Line Course: N 47-53-23 E Length: 118.73
        North: 28471923.5057
                                     East: 614279.0815
      Length: 10.93
                                    Radius: 20.00
Curve
        Delta: 31-18-02
                                   Tangent: 5.60
        Chord: 10.79
                                    Course: N 32-14-22 E
   Course In: N 42-06-37 W
                                Course Out: S 73-24-39 E
   RP North: 28471938.3428
                                     East: 614265.6703
   End North: 28471932.6327
                                     East: 614284.8378
Curve Length: 126.19
                                    Radius: 50.00
        Delta: 144-36-07
                                   Tangent: 156.68
        Chord: 95.27
                                    Course: N 88-53-25 E
   Course In: S 73-24-39 E
                                Course Out: N 71-11-28 E
   RP North: 28471918.3573
                                     East: 614332.7566
   End North: 28471934.4779
                                     East: 614380.0866
Curve Length: 10.93
                                    Radius: 20.00
        Delta: 31-18-01
                                   Tangent: 5.60
        Chord: 10.79
                                    Course: S 34-27-33 E
   Course In: N 71-11-28 E
                                Course Out: S 39-53-27 W
   RP North: 28471940.9262
                                    East: 614399.0186
   End North: 28471925.5808
                                    East: 614386.1921
    Course: S 50-06-33 E Length: 70.10
Line
       North: 28471880.6238
                                    East: 614439.9775
Curve Length: 17.45
                                   Radius: 20.00
       Delta: 49-59-41
                                   Tangent: 9.33
       Chord: 16.90
                                    Course: S 75-06-24 E
                                  Page 22
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Phase 3.txt
                                Course Out: S 10-06-14 E
    Course In: N 39-53-27 E
    RP North: 28471895.9692
                                     East: 614452.8041
                                     East: 614456.3127
    End North: 28471876.2794
                                    Radius: 50.00
      Length: 244.34
        Delta: 279-59-22
                                   Tangent: 41.96
                                    Course: S 39-53-27 W
        Chord: 64.29
                                Course Out: S 89-53-08 W
    Course In: S 10-06-14 E
    RP North: 28471827.0548
                                     East: 614465.0844
    End North: 28471826.9549
                                     East: 614415.0845
Curve Length: 17.45
                                    Radius: 20.00
        Delta: 49-59-41
                                   Tangent: 9.33
        Chord: 16.90
                                    Course: N 25-06-43 W
    Course In: S 89-53-08 W
                                Course Out: N 39-53-27 E
    RP North: 28471826.9150
                                     East: 614395.0845
    End North: 28471842.2603
                                     East: 614407.9111
     Course: N 50-06-33 W Length: 84.57
                                     East: 614343.0233
        North: 28471896.4973
Curve Length: 21.47
                                    Radius: 15.00
        Delta: 82-00-04
                                   Tangent: 13.04
        Chord: 19.68
                                    Course: S 88-53-25 W
                                Course Out: N 42-06-37 W
    Course In: S 39-53-27 W
    RP North: 28471884.9883
                                     East: 614333.4033
    End North: 28471896.1162
                                     East: 614323.3450
Line Course: S 47-53-23 W Length: 135.59
        North: 28471805.1950
                                     East: 614222.7568
      Length: 22.40
                                    Radius: 15.00
Curve
        Delta: 85-33-39
                                   Tangent: 13.88
        Chord: 20.38
                                    Course: S 05-06-33 W
                                Course Out: S 52-19-44 W
    Course In: S 42-06-37 E
    RP North: 28471794.0671
                                     East : 614232.8152
                                     East: 614220.9422
    End North: 28471784.9002
      Length: 192.01
                                    Radius: 825.00
Curve
        Delta: 13-20-07
                                   Tangent: 96.44
        Chord: 191.58
                                    Course: S 31-00-12 E
    Course In: S 52-19-44 W
                                Course Out: N 65-39-51 E
    RP North: 28471280.7196
                                     East: 613567.9285
    End North: 28471620.6891
                                     East: 614319.6237
Line Course: S 24-20-09 E Length: 2.61
        North: 28471618.3110
                                     East: 614320.6992
      Course: S 65-39-51 W Length: 50.00
Line
        North: 28471597.7068
                                     East: 614275.1420
      Course: N 24-20-09 W Length: 2.61
Line
        North: 28471600.0849
                                     East: 614274.0664
      Length: 323.50
                                    Radius: 775.00
Curve
        Delta: 23-55-00
                                   Tangent: 164.14
        Chord: 321.16
                                    Course: N 36-17-39 W
    Course In: S 65-39-51 W
                                Course Out: N 41-44-51 E
    RP North: 28471280.7196
                                     East: 613567.9285
    End North: 28471858.9366
                                     East: 614083.9615
Line Course: N 48-15-09 W Length: 365.42
        North: 28472102.2512
                                     East: 613811.3266
Curve Length: 23.56
                                    Radius: 15.00
                                   Tangent: 15.00
        Delta: 90-00-00
                                   Page 23
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Chord: 21.21 Course: S 86-44-51 W
Course In: S 41-44-51 W Course Out: N 48-15-09 W
RP North: 28472091.0599 East: 613801.3389
End North: 28472101.0476 East: 613790.1476
Line Course: S 41-44-51 W Length: 75.45
North: 28472044.7554 East: 613739.9093
Line Course: N 48-15-09 W Length: 60.00

North: 28472084.7063 East : 613695.1441 Line Course: N 41-44-51 E Length: 381.60

North: 28472369.4129 East: 613949.2321

Line Course: S 32-00-19 E Length: 0.00

North: 28472369.4129 East: 613949.2321

Perimeter: 3501.57 Area: 95,280 S.F. 2.187 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0038 Course: S 13-46-59 W
Error North: -0.00367 East : -0.00090

Precision 1: 921,468.42

#### Parcel name: Total Area

North: 28472443.3259 East: 613866.4175

Line Course: S 48-15-09 E Length: 185.00

North: 28472320.1438 East: 614004.4435

Line Course: S 54-33-09 E Length: 751.56

North: 28471884.2716 East: 614616.6998

Line Course: S 46-55-41 E Length: 204.73

North: 28471744.4581 East: 614766.2544

Line Course: S 80-27-31 W Length: 217.18

North: 28471708.4584 East: 614552.0789

Line Course: S 68-46-47 W Length: 243.33

North: 28471620.3840 East: 614325.2477

Line Course: S 65-39-51 W Length: 55.00

North: 28471597.7193 East: 614275.1346

Line Course: N 24-20-09 W Length: 2.61

North: 28471600.0974 East: 614274.0591

Curve Length: 37.39 Radius: 775.00

Delta: 2-45-52 Tangent: 18.70 Chord: 37.39 Course: N 25-43-05

Chord: 37.39 Course: N 25-43-05 W
Course In: S 65-39-51 W Course Out: N 62-53-59 E
RP North: 28471280.7321 East: 613567.9212
End North: 28471633.7828 East: 614257.8344

Line Course: S 53-39-25 W Length: 107.04

North: 28471570.3489 East: 614171.6155

Line Course: N 32-39-03 W Length: 138.79

North: 28471687.2064 East: 614096.7357

Line Course: N 37-41-16 W Length: 107.06

Line Course: N 48-15-09 W Length: 399.06

Page 24

North: 28472037.6426 East: 613733.5505.

Line Course: N 41-44-51 E Length: 9.55

Line Course: N 48-15-09 W Length: 171.00

North: 28472158.6279 East: 613612.3286

Line Course: N 41-44-51 E Length: 381.60

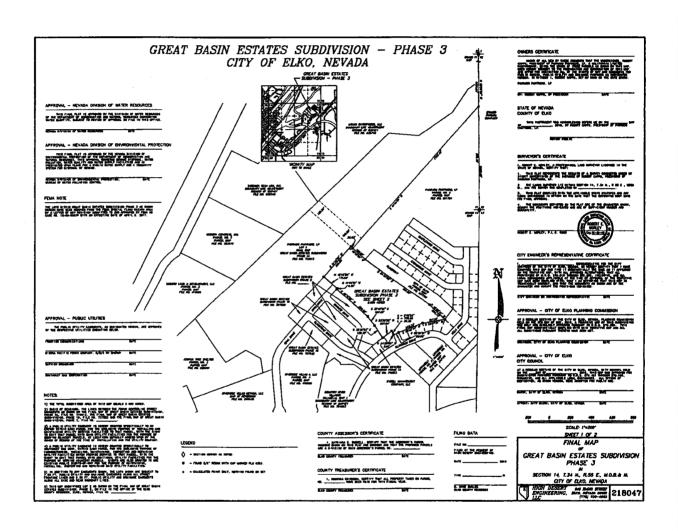
Perimeter: 3010.90 Area: 420,362 S.F. 9.650 ACRES

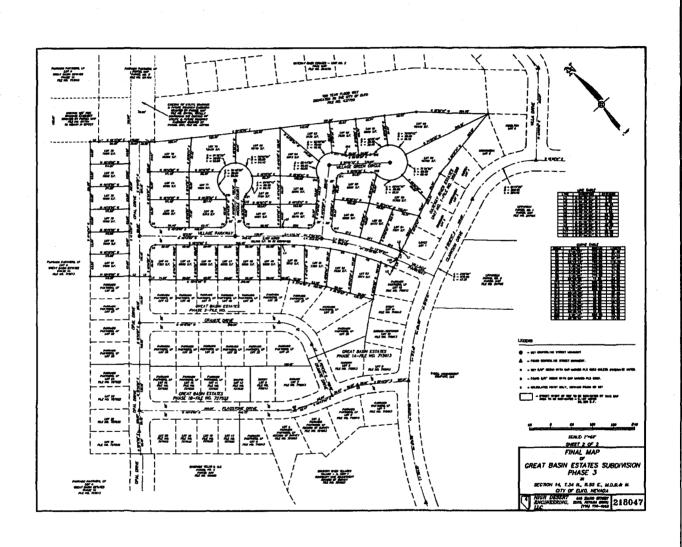
Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0086 Course: N 06-12-57 W

Error North: 0.00852 East: -0.00093

Precision 1: 350,104.65





#### Elko City Council Agenda Action Sheet

- 1. Title: Review, consideration, and possible approval of a Sewer Line Special Reimbursement Agreement as defined in Elko City Code 9-5-33 (E), for reimbursement of sewer boring and casing costs within the I-80 Right of Way, and matters thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: March 12, 2019
- 3. Agenda Category: **NEW BUSINESS**
- 4. Time Required: **7 Minutes**
- 5. Background Information: Surebrec Holdings, LLC (Surebrec) is the owner of a parcel of land and wishes to develop that parcel. In order to do so, Surebrec needs to install sewer service. Currently, there is not a viable means of discharging sewer from the site. In order to do so, a sewer main needs to be installed under I-80 or a sewer lift station needs to be installed.

Staff vastly prefers a gravity sewer main under I-80 when compared to a lift station alternative. The sewer main bore is proposed to be located at a low point where it could be used by multiple parcels. Routing the sewer main under I-80 results in a section of sewer main that is not adjacent to any developable property frontage.

At the December 18, 2018 City Council meeting, Council directed Staff to draft the agreement to include boring and casing costs only through I-80 Right of Way and bring the agreement back to Council for consideration and possible approval. RL

6. Budget Information:

Appropriation Required: \$250,000.00

Budget amount available: To be included in this year's budget if approved

Fund name: Sewer

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information: Sewer Line Special Reimbursement Agreement
- 9. Recommended Motion: Pleasure of the Council
- 10. Prepared By: Ryan Limberg, Utilities Director
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Council Agenda Distribution: Luke Fitzgerald

elkoluke@gmail.com

#### SEWER LINE SPECIAL REIMBURSEMENT AGREEMENT

THIS SEWER LINE SPECIAL REIMBURSEMENT AGREEMENT
(hereinafter the "Agreement"), made and entered into this day of
, 2019 by and between the CITY OF ELKO, a municipal
corporation and political subdivision of the State of Nevada, hereinafter referred to as the
"City," and SUREBREC HOLDINGS, LLC, a Nevada limited-liability company,
hereinafter referred to as the "Owner."

#### RECITALS

- 1. The **City** is a governmental entity to which is delegated the responsibility of providing sewer service to persons who reside within its corporate boundaries.
- 2. The **Owner** is engaged in the development of a parcel of land in the vicinity of Ruby Vista Drive and Statice Street bearing Assessor's Parcel Number (APN) 001-860-121 and shown on the map attached hereto as **Exhibit A** (hereinafter the **"Parcel"**).
- 3. In conjunction with the development of the **Parcel**, the **Owner** will bore and case a sewer line constructed across the Interstate 80 right-of-way. The aforementioned boring and casing are hereinafter collectively referred to as the "**Project.**"
- 4. The **Project** will consist of an 8-inch sewer line extended a distance in excess of one hundred feet (100') feet from an existing sewer main on Ruby Vista Drive, as shown on the maps attached hereto at **Exhibit B**.
- 5. The City will pay the cost of the Project (not including the cost of the sewer pipe itself) in an amount not to exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) and in accordance with ECC 9-5-33. This cost will be reimbursed to the Owner in full within thirty (30) days of completion and acceptance by the City.
  - 6. The area where the **Project** will take place is well suited for growth.

#### NOW, THEREFORE, the City and Owner agree as follows:

- 1. The **City** will reimburse the **Owner** for the **Project** in accordance with ECC 9-5-33, as follows:
- a. The City shall reimburse the Owner the actual cost of materials and labor to complete the boring for the sewer line through the Interstate 80 right-of-way.

- b. The **City** shall reimburse the **Owner** the actual cost of materials for the casing for the 8-inch sewer line through the Interstate 80 right-of-way.
- c. The City will pay the Owner in the foregoing costs for the Project up to and not to exceed a maximum amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00), as set forth in this Section 1, within thirty (30) days of completion and acceptance of the work by the City.
- 2. The **City** shall not be responsible for any costs associated with the **Project** other than those specified in Section 1, above.
- 3. The parties agree that the **Project** will be installed by the **Owner** in a diligent and workmanlike manner, according to the approved plans and specifications, and in accordance with all applicable provisions contained in the Elko City Code, and that the foregoing are conditions precedent to the **Owner's** right to reimbursement hereunder. Notwithstanding any other provision contained in this **Agreement**, as a further condition precedent to the **Owner's** right to reimbursement hereunder, the **Project** shall be installed and accepted by the **City** within one (1) year from the Effective Date (defined below). Where applicable, the **Owner** shall dedicate all sewer mains to the **City** in accordance with ECC 9-5-33.
- 4. Each party shall protect, indemnify and hold harmless the other party and the other party's officers and employees from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the other party, its officers or employees may suffer as a result of, by reason of, or arising out of its negligent acts or omissions, or the negligent acts or omissions of its subcontractors or agents, to the extent such acts or omissions take place in relation to the fulfillment or performance of the terms, conditions or covenants of this **Agreement**.
- 5. Any disputes arising hereunder shall be resolved in the Fourth Judicial District Court, in and for the County of Elko, State of Nevada. In the event of a dispute, the prevailing party shall be entitled to an award of reasonable attorney fees and costs. This **Agreement** replaces all prior agreements pertaining to the subject matter hereof and any further modifications or amendments must be in writing.
- 6. This **Agreement** is governed by the reimbursement mechanism set forth in ECC 9-5-33. In the event of a conflict between this **Agreement** and ECC 9-5-33, the conflicting provision of ECC 9-5-33 shall control.
- 7. The **City** has determined that, in its opinion, conditions justify reimbursement to **Own**er by the **City** for the indicated costs associated with the sewer main extension other than the bases provided in Subsection D of ECC 9-5-33.
  - 8. This **Agreement** is authorized by the Elko City Council.

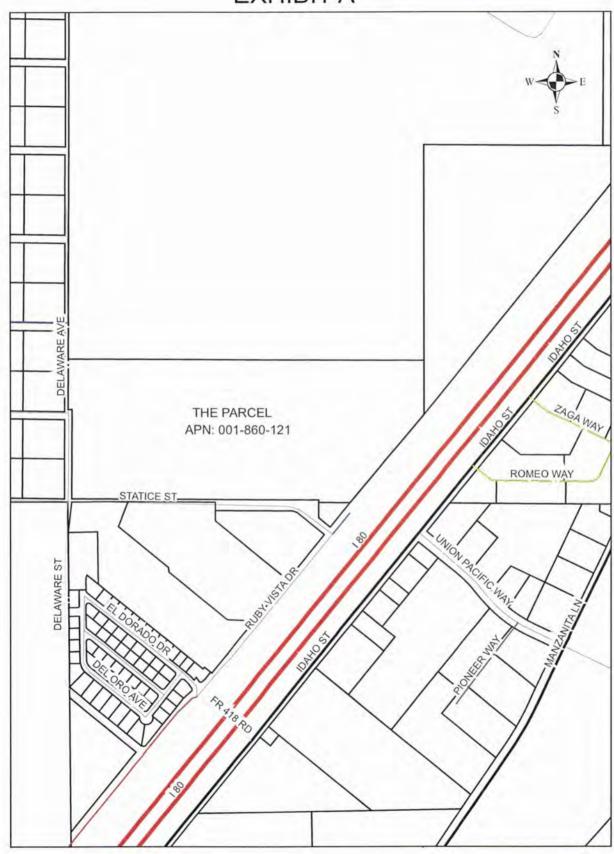
- This Agreement shall be effective prior to the City's acceptance of the 9. work and sewer main contemplated by this Agreement.
- 10. This Agreement shall become effective upon the execution hereof by both parties (the Effective Date).

executed by their duly authorized representatives the day and year first above written.

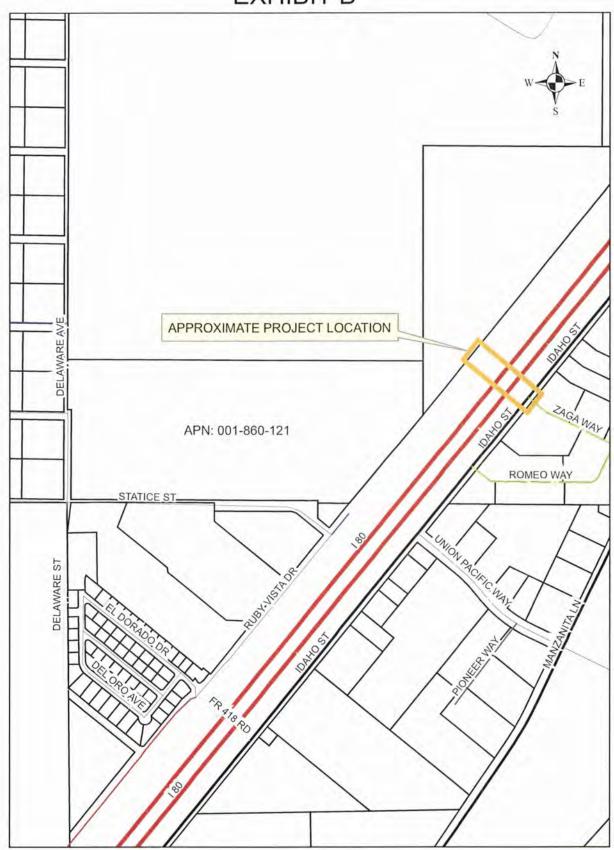
### IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be CITY OF ELKO, a municipal corporation and political subdivision of the State of Nevada By: REECE KEENER Mayor ATTEST: **KELLY WOOLDRIDGE** City Clerk SUREBREC HOLDINGS, LLC By: \_\_\_\_\_

Its: \_\_\_\_\_

### **EXHIBIT A**



### **EXHIBIT B**



#### Elko City Council Agenda Action Sheet

- 1. Title: Review, consideration, and possible approval of a request to waive the requirement to extend sanitary sewer across the frontage of 1553 Indian View Heights (APN 001-530-026), and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: March 12, 2019
- 3. Agenda Category: **NEW BUSINESS**
- 4. Time Required: 4 Minutes
- 5. Background Information: Up gradient properties are currently being serviced by another sewer main. The extension of this sewer main is unlikely to serve any new customers in the future based on currently available planning and development projections. RL
- 6. Budget Impact Statement:

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

Fund name: N/A

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information: Request letter from Carter Engineering
- 9. Recommended Motion: Move to approve waiver request
- 10. Prepared By: Ryan Limberg, Utilities Director
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Council Agenda Distribution: Lana Carter, carterengineeringelko.com carterengineeringelko.com

Carter Engineering, LLC Civil Engineering P. O. Box 794 Elko, Nevada 89803 775-397-2531

February 25, 2019

Ryan Limberg Utilities Director City of Elko 1751 College Avenue Elko, Nevada 89801

Subject: Waiver of requirement to extend sanitary sewer across the frontage of 1553 Indian View Heights (APN 001-530-026)

Dear Ryan,

Kelly Builders, LLC is proposing to develop 1553 Indian View Heights. Please accept this letter as a request on behalf of Kelly Builders LLC to the City Council to waive the requirement to install sanitary sewer across the frontage of 1553 Indian View heights. This request is based on the following from the City of Elko Code.

#### 9-5-33: EXTENSION OF SEWER MAIN FACILITIES:

A. Construction And Extension: ......Every sewer main extension must be extended across the full frontage of the developer's or property owner's property and not only to the closest corner of their property, provided, however, that the city council may modify or waive the foregoing requirements contained in this sentence if one or more of the following conditions can be met: the requirements are: 1) not economically feasible, 2) will discourage future development, or 3) will not serve the best interests of the public.

We feel that condition 3) is met because the up-steam properties are already served by another sanitary sewer and therefore extension of the sewer has no benefit.

It is our desire to have this item included on the next possible City Council agenda. Please feel free to contact me should you have any questions.

Sincerely,

Carter Engineering

ana L, Carter, P.E.

Professional Engineer - Owner

Copy: Wade and Laura Kelly, Kelly Builders, LLC

#### Elko City Council Agenda Action Sheet

- 1. Title: Review, consideration, and possible action to initiate the addition of a new Chapter 9 entitled "Registration and Maintenance Program for Vacant Properties", an amendment to Title 2, of the Elko City Code entitled "Building Regulations," and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: March 12, 2019
- 3. Agenda Category: NEW BUSINESS
- 4. Time Required: 15 Minutes
- 5. Background Information: Pursuant to NRS 107.120, the City of Elko may establish a registration program to oversee abandoned residential property and those in danger of becoming abandoned. This chapter is intended to reduce and prevent neighborhood blight, to mitigate conditions that threaten the health, safety and welfare of the public and to promote neighborhood stability. CL
- 6. Budget Information: N/A

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

Fund name: N/A

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information: Proposed Chapter 9, news articles from Las Vegas and Henderson, Nevada
- 9. Recommended Motion: Pleasure of the Council
- 10. Prepared By: Cathy Laughlin, City Planner
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Council Agenda Distribution:

#### Chapter 9 – REGISTRATION AND MAINTENANCE PROGRAM FOR VACANT PROPERTIES

2-9-1 PURPOSE AND SCOPE

2-9-2 DEFINITIONS

2-9-3 CREATION

2-9-4 INSPECTION, REGISTRATION AND DESIGNATION

2-9-5 FEES

2-9-6 MAINTENANCE

2-9-7 WAIVED INSPECTION AND MAINTENANCE

2-9-8 ENFORCEMENT

2-9-9 LIMITATIONS

2-9-10 INSPECTION OF PROPERTIES FOR PURPOSES OF AN EXPEDITED SALE

#### 2-9-1: PURPOSE AND SCOPE:

It is the purpose and intent of this chapter to establish a registration program ("program") pursuant to NRS 107.120 to oversee abandoned residential property and those in danger of becoming abandoned. This chapter is intended to reduce and prevent neighborhood blight, to mitigate conditions that threaten the health, safety, and welfare of the public, and to promote neighborhood stability. This program creates a property registration requirement designed to assist in accomplishing the intent and purpose of this chapter. Nothing in this section waives, relieves, or otherwise excuses an owner of residential real property from compliance with applicable building codes and ordinances, and the owner shall remain responsible and liable therefore.

#### 2-9-2: DEFINITIONS:

Unless further clarified or defined in NRS Chapter 107 or the context herein otherwise requires, the following words and phrases used in this chapter will have the meanings ascribed to them:

ABANDONED RESIDENTIAL PROPERTY shall have the meaning contained in NRS 107.0795.

BENEFICIARY shall have the meaning contained in NRS 132.050.

BENEFICIARY AFFIDAVIT means a written statement provided by a beneficiary that must:

- A. Be signed and verified by the beneficiary;
- B. State that, upon information and belief of the beneficiary after investigation by the beneficiary or its agent, the property is abandoned residential property; and
- C. State the conditions or circumstances supporting the determination that the property is abandoned residential property. Documentary evidence in support of such conditions or circumstances must be attached to the affidavit.

CITY means City of Elko.

DEFAULT, with respect to a mortgage, means that the obligor under the mortgage has breached or is in default of a repayment or other obligation in connection with that mortgage.

FORECLOSURE means the process by which residential real property placed as security for the repayment of a loan is to be sold to satisfy the debt concerning which the borrower has defaulted.

GRANTEE means the person or entity to whom property is conveyed.

GRANTOR means a person who holds title of record to the residential real property.

GRANTOR AFFIDAVIT means a written statement, created under to NRS 207.120, by grantor or successor in interest of the grantor stating that the property is not abandoned residential property. A grantor affidavit may be recorded with the county recorder in the county where the real property is located.

INSPECT means to enter the real property, but not any dwelling or structure, to investigate whether the real property is abandoned residential property.

LENDER means a mortgagee, beneficiary of a deed of trust, or other creditor holding an instrument.

MORTGAGE means a first mortgage or other first-priority security interest in real property that is placed as a security for the repayment of a loan, and includes a first deed of trust.

MORTGAGEE means any person or firm who holds a first-priority mortgage or other first-priority security interest in real property to secure a loan, whether as the mortgagee of a mortgage or the beneficiary of a deed of trust.

NOTICE OF DEFAULT EVENT, with respect to a mortgage, means that a default regarding that mortgage has occurred and either:

- (A) A notice of breach or notice of default and election to sell has been provided to the obligor thereof and has been recorded in the County Recorder's Office; or
- (B) An action for judicial foreclosure has been commenced regarding that mortgage by the filing of a complaint or petition for foreclosure in a court of competent jurisdiction.

OBLIGOR means a person or entity owing a certain sum of money or other debt to another.

PROPERTY IN DANGER OF BECOMING ABANDONED means any property receiving a notice of default as defined by Nevada statute or show signs, in any combination, leading to abandonment as defined by NRS 107.0795.

PROPERTY OWNER is a person or entity that holds legal title to residential real property located in the City of Elko.

REGISTRY means the entity established by the City of Elko, a governing body of an incorporated city, pursuant to NRS 107.120.

RESIDENTIAL REAL PROPERTY. See definition of "Abandoned residential property."

SPECIFIED PROPERTY means any parcel of residential real property located within the City of Elko that has been abandoned or in danger of becoming abandoned as defined herein.

VACANT, with respect to real property, and VACANT REAL PROPERTY mean real property and improvements that are not presently occupied by persons lawfully entitled thereto. The term does not include real property that is unoccupied by reason of the temporary absence of lawful occupants who intend to return and resume occupancy.

#### 2-9-3: CREATION:

Pursuant to NRS 107.120, the City of Elko hereby creates a registry for abandoned residential properties and those in danger of becoming abandoned within the city limits.

#### 2-9-4: INSPECTION, REGISTRATION AND DESIGNATION:

- A. Except as otherwise provided in this chapter, any mortgagee who holds a mortgage on specified property shall inspect that property or cause it to be inspected in accordance with this Section. If the inspection reveals that the property is not being occupied by the mortgagor or by persons who are occupying the property with the mortgagor's consent, the mortgagee shall register the property with the City of Elko Planning Department on forms to be provided by the Department. In connection with that registration, the mortgagee shall also designate in writing a property manager to inspect, maintain and secure the property. A separate inspection, registration and designation are required for each specified property.
- B. Registration pursuant to Subsection (A) shall contain, at a minimum, the following information:
  - 1. The name and mailing address of the mortgagee, and the physical address of the mortgagee if the mailing address is a post office box.
  - 2. A direct contact name, phone number, and email address (if available), for purposes of contacting the mortgagee.
  - 3. The name, address, phone number, and email address (if available) of the property manager.
  - 4. The current disposition and occupancy status of the property.
- C. Any property manager designated pursuant to this Section must be located within Nevada and must be:
  - 1. A duly-licensed property management company or property preservation company;
  - 2. A department or section of a mortgagee that is devoted to property management or preservation; or
  - 3. A service provider specifically employed by a mortgagee to provide property management or preservation within the City.
- D. The obligations listed in Subsection (A) shall be fulfilled within the following time frames:
  - 1. The property inspection must occur no later than fifteen calendar days following:
    - (a) The occurrence of the notice of default event regarding the property; or
    - (b) Receipt of notice from the City or another governmental agency that the property qualifies as abandoned residential property or may be in danger of so qualifying.
  - 2. The property registration and designation of a property manager must occur no later than ten calendar days after the inspection.
- E. A property inspection required by Subsection (A) may be conducted by the City pursuant to ECC 2-9-10, upon request.

F. With respect to each specified property, the mortgagee and its designated property manager shall be responsible for inspecting and maintaining the property on a monthly basis until the parcel no longer qualifies under the definition of "specified property."

#### 2-9-5: FEES:

The City is authorized to charge a mortgagee the following fees:

- A. Two hundred dollars for each initial property registration required under this Chapter and an additional two hundred dollars annually on the yearly anniversary of the registration; and
- B. Fifty dollars for each modification to a registration.

#### 2-9-6: MAINTENANCE:

A. Specified property shall be maintained in accordance with applicable codes and ordinances, including without limitation ordinances pertaining to dangerous buildings, litter, and nuisance abatement. Insofar as there is existing or previously existing landscaping, all visible landscaping in front and side yards shall be maintained to the neighborhood standard at the time registration was required. If no landscaping previously existed at the property in front and visible side yards, installation is not required under this Section.

#### B. For purposes of this chapter:

- "Landscaping" includes without limitation grass, turf stain, trees, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod designed specifically for residential installation. The term does not include weeds, gravel, broken concrete, asphalt, decomposed granite, plastic sheeting, mulch (unless applied in conjunction with reseeding of turf areas), indoor-outdoor carpet or any similar material.
- 2. "Maintenance of landscaping" includes without limitation regular watering, irrigation, staining, re-staining, cutting, pruning and mowing of required landscaping and removal of all trimmings.
- D. Residential real property shall be maintained in a secure manner to prevent accessibility to unauthorized persons. Doors of all kinds, windows, gates and other openings that make the property accessible must be closed and locked. Broken windows must be reglazed or boarded in accordance with applicable city standards.
- E. Except as otherwise provided, compliance with this section with respect to any specified property shall be the joint responsibility of the mortgagee and the property manager, as well as the property owner.

#### 2-9-7: WAIVED INSPECTION AND MAINTENANCE:

A mortgagee's obligation under this Chapter regarding inspection and maintenance of a specified property may be waived by the Director of Planning or the Director's designee if the mortgagee can demonstrate to the satisfaction of the Director or designee that:

- A. The mortgage documents either expressly prohibit the mortgagee and its agents from entering the property for those purposes or do not authorize such entry in order to protect the mortgagee's interests in the property; and
- B. There is a reasonable possibility, based on articulable evidence, that:
  - 1. The obligor under the mortgage or an authorized occupant of the premises will report as a trespass an entry on the premises by or on behalf of a mortgagee; or
  - 2. The obligor under the mortgage will assert against the mortgagee, whether in a foreclosure proceeding or otherwise, a claim that such entry is a breach of the mortgage documents or constitutes an illegal or unauthorized entry on the property.

#### 2-9-8: ENFORCEMENT:

- A. It is unlawful for a person or other responsible party under this chapter to violate any provision of this chapter.
- B. The provisions of this chapter may be enforced by an employee and/or officer of the City of Elko working on behalf of any department as charged with enforcing this chapter. Such city employee and/or officer shall issue, including but not limited to, a notice, violation, and/or citation as necessary.
- C. The provisions of this chapter may be enforced by means of:
  - 1. Administrative fines and fees of \$150.00 per day per violation;
  - 2. Criminal prosecution, as permitted by NRS 266.105, which shall constitute a misdemeanor crime upon conviction;
  - 3. Any civil action in a court of competent jurisdiction to compel compliance;
  - 4. Any other civil mechanism established by the city council for use in connection with this chapter; and/or
  - 5. Any means as permitted by law.
- D. In addition to any enforcement remedy otherwise available, the City of Elko shall have the authority to require a responsible party to implement additional maintenance and/or security measures as may be reasonably required to arrest the decline of the property.

The City of Elko may use any of these remedies in any combination at any time during the procedures.

#### 2-9-9: LIMITATIONS:

- A. Nothing in the chapter:
  - 1. Requires a mortgagee or its agent or employee to violate any criminal law or ordinance or any court order, or to violate an automatic stay in a bankruptcy proceeding.
  - 2. Creates a duty or obligation that is owed to, or runs in favor of, any person other than the City of Elko and those officers, employees or agents who are acting in the City of Elko's behalf.
  - 3. Creates or implies a cause of action in favor of, or available to, any person other than the City of Elko.
- B. No act by a mortgagee or its officers, employees, agents or contractors in compliance with this Chapter, and no omission of an act required by this Chapter on the part of a mortgagee or its officers, employees, agents or contractors, shall be deemed or interpreted to:

- 1. Make the mortgagee, for any purpose, a "mortgagee in possession" of property subject to a mortgage.
- 2. Create a duty or obligation that is owed to, or runs in favor of, any person other than the City and those officers, employees or agents who acting in the City's behalf.
- 3. Create or imply a cause of action in favor of, or available to, any person other than the City.
- 4. Create, imply or suggest liability in tort on the part of a mortgagee or its officers, employees, agents or contractors, unless the act or omission would be actionable and result in such liability independent of, and notwithstanding the provisions of, this Chapter.
- C. Liability of city employees arising under this chapter shall be limited pursuant to NRS 41.032 and any applicable laws.

#### 2-9-10: INSPECTION OF PROPERTIES FOR PURPOSES OF AN EXPEDITED SALE:

For purposes of NRS 107.130(4) pertaining to the inspection of properties for purposes of an expedited sale under deed of trust:

- A The City of Elko Planning and/or Building Department is designated as the agency to perform the services and functions required by NRS 107.130.
- B If the beneficiary of a deed of trust pertaining to residential property located within the City reasonably believes that the property may be abandoned (as referenced in NRS 107.130), the beneficiary or an agent may request a certification relative to abandonment from the Planning and/or Building Department, on a form provided by the Department for that purpose.
- C In response to a request pursuant to Subsection (B), the Planning and/or Building Department shall perform the inspection, notice and certification functions required and authorized by NRS 107.130 regarding the property that is the subject of the request, and shall do so in accordance with and subject to the provisions of NRS 107.130.
- D The Planning Department is authorized to charge a fee of three hundred dollars for performing the services and functions described in Subsection (C) and may condition its performance on receipt of that fee.

# Henderson- Las Vegas Nevada ordinance requires banks to maintain foreclosed homes

### (http://daveradcliffeltd.com/LasVegasRealEstate/foreclosure-2 – It's about time!

News now, recently reported on a decision that was made earlier this year by the City Council of Henderson. They passed the "Abandoned Residential Real Property Registry Ordinance" (Ordinance No. 3121) (https://www.municode.com/library/nv/henderson/codes/code of ordinances) requiring the registration of abandoned residential property and those in danger of becoming abandoned. "The Ordinance was established to reduce and prevent neighborhood blight, to mitigate conditions that threaten the health, safety, and welfare of the public, and to promote neighborhood stability."

The City of Henderson has retained a company, Applied Analysis, to help implement and maintain a foreclosure registry called RegisterHenderson.com (https://registerhenderson.com/about) There is a registration fee in the amount of \$200.00 to be paid at the time of registration, and an annual renewal in the amount of \$200.00 every year thereafter if a property still meets registration requirements. The ordinance requires registration for abandoned or soon to be abandoned properties (https://registerhenderson.com/about#faq13).

So you might be wondering, How does it work? Property inspection will take place within 30 calendar days after filing a notice of default or being notified that a property may be abandoned or in danger of becoming abandoned. It is required that a Property registration and designation of a property manager take place within 10 days of the inspection. It is required that landscaping visible from the public right-of-way shall be maintained pursuant to the minimum property maintenance requirements required by the City and pools and spas must be kept in working order so the water remains clear and free of pollutants and debris or drained and kept dry. The City wants to make sure homes are properly secured and that the property shall be maintained in a secure manner to prevent accessibility to unauthorized persons. Doors, windows, gates and other openings that make the property accessible must be closed and locked.

So now that you know how it works you might be wondering what you can do to help move the process along? Simply stated, you can report vacant foreclosures in your Henderson neighborhood (https://registerhenderson.com/about#faq?). If you believe that there is a vacant foreclosure in your neighborhood that is either unregistered or the owner of a foreclosed vacant property is failing to properly maintain the property, send an email to info@registerhenderson.com. You can also contact Applied Analysis directly at: <a href="https://www.RegisterHenderson.com">www.RegisterHenderson.com</a> (http://www.RegisterHenderson.com) Property Compliance Notices, 6385 South Rainbow Bivd.. Las Vegas, Nevada 89118 Telephone: 702.818.8880.

Failure to comply could be costly for the owner if the City of Henderson Code Enforcement determines that a lender has failed to register the property (and they will), a City of Henderson officer or employee may issue a notice, violation, and/or citation as necessary. Administrative fines and fees can really add up since they are assed at a rate of \$150.00 per day, and criminal misdemeanor citations and other civil actions may be issued for failure to comply with the ordinance.

It's time to take our neighborhoods back and keep our property values up. The City of Henderson is doing just that! Search for your next Henderson Home Here. (http://daveradcliffeltd.com/homes-for-sale-results/?propertyType=SFR%

 $\underline{2CCND\&noop=Henderson\&cityId=2762\&minListPrice=\&maxListPrice=\&bedrooms=0\&bathCount=0)}$ 

Written by Nickel Lowman

Content quoted from RegisterHenderson.com

The Radcliffe Group

Keller Williams Realty Southwest Las Vegas

(702)379-3401

## Vacant property registry paying dividends around valley

By JANE ANN MORRISON LAS VEGAS

REVIEW-JOURNAL

April 8, 2013-1:03 am

This article was written prior to legislature adding the law in 2014 NRS 107.120.

The city of Las Vegas, the epicenter for squatters, was the first to pass a bill making lenders responsible for vacant homes in limbo because the foreclosure process hasn't been finalized.

The city approved a vacant property registry on Dec. 7, 2011, and as of this week, there are 2,230 homes on the registry. By registering the homes, officials can quickly contact people when there are problems.

While pinpointing homes with squatters wasn't the main reason for the ordinance, it's a side benefit, because monthly inspections are required under the ordinance. The inspections should show if someone is living in a supposedly vacant home.

Since the city passed its ordinance, other local governments have followed. The county has 1,595 vacant homes on its registry. North Las Vegas has 269 homes on its registry. Henderson is considering an ordinance.

City Attorney Brad Jerbic said so far the vacant property ordinance, which is based on Chicago's ordinance, has yet to be challenged in court. "They've had over a year to challenge it, and they haven't challenged it."

He doesn't see any need for legislative action, unless there is a court challenge.

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#### SPONSORED CONTENT

# Tech is Transforming the Construction Industry. Here's...

by American Express

The bill, sponsored by City Councilman Steve Ross, is designed to reduce the blight and deterioration of properties in foreclosure caused by lack of maintenance.

Whoever holds the mortgage to a vacant house in foreclosure, whether a bank or a private lender, must register the property with the city's Department of Building and Safety. The fee is \$200 for each initial property registration and \$50 to change the contact information.

A licensed property manager must be hired by the lender to inspect the property monthly.

Presumably, since the lender knows whether the property is vacant, the property manager ought to be able to spot signs of a squatter. If squatters are seen, then Las Vegas police can take steps to oust them.

The ordinance, which applies only to the first mortgage holder, requires that landscaping be maintained by the banks and lenders.

If the ordinance is violated, the penalty includes misdemeanor criminal prosecution as well as civil actions. That could prompt a court challenge, Jerbic said.

The Nevada Bankers Association objected to the criminal aspect, saying it didn't want to see any banking executive facing criminal charges. So far, cooperation by banks has been good and no bankers are behind bars.

However, the city hasn't taken any steps to prosecute anyone for failing to register and monitor a property or clean it up.

"Prior to this registration, we'd get complaints about vacant houses and we had to do hours of research, looking up deeds and calling places like Chicago and New York to try and find the right person. It just killed us," said Mike Bouse, a code enforcement manager for the city. "Now, we get a complaint and in a matter of minutes we can be on the phone with the right person. It's an incredible time saver for us."

While my Thursday and Saturday columns focused on squatters, Bouse said the most serious complaints the city receives involve abandoned buildings being broken into by kids and green pools, both safety hazards. The most frequent complaints? Trash and weeds.

The registry lists can be shared with police and utility companies. Squatters find vacant properties, go to the utility companies and present falsified rental agreements. With the registry, the utility can quickly check the list and call the property manager to find out if the property has really been leased.

Anyone furious about a neighboring vacant home's dead landscaping or the suspicion that a home has been overtaken by squatters can call the jurisdiction they live in. With the registry, code enforcement officials have a more efficient tool to make the remedy move faster.

Except Henderson, of course. For now.

Jane Ann Morrison's column appears on Monday, Thursday and Saturday. She can be reached at jmorrison@reviewjournal.com or 702-383-0275.

### Elko City Council Agenda Action Sheet

- 1. Title: Ratification of the Police Chief issuing a 30-day Temporary Packaged Liquor License and issue a Regular Packaged Liquor License, to Jaskaran Singh Raj, DBA Winners Corner Hi Discount Gas, Food, & Liquor, located at 2682 Outlook Court, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: March 12, 2019
- 3. Agenda Category: **PETITION**
- 4. Time Required: 5 Minutes
- 5. Background Information: N/A
- 6. Budget Information:

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

Fund name: N/A

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information: N/A
- 9. Recommended Motion: Ratification of the Police Chief issuing a 30-day Temporary Packaged Liquor License and issue a Regular Packaged Liquor License, to Jaskaran Singh Raj, DBA Winners Corner Hi Discount Gas, Food, & Liquor, located at 2682 Outlook Court, Elko, NV 89801. BR
- 10. Prepared By: Police Chief Ben Reed, Jr.
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Council Agenda Distribution: Jaskaran Raj

2500 Alta Vista Drive Elko, NV 89801

# Wich of the Control o

#### **ELKO POLICE DEPARTMENT**

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

DATE:

February 27, 2019

TO:

Curtis Calder, City Manager

FROM:

Ben Reed, Jr., Police Chief (10)

SUBJECT:

Packaged Liquor License Application in the name of Winners Corner Hi Discount Gas,

Food, & Liquor, located at 2682 Outlook Court, Elko, NV 89801

On February 21, 2019, Jaskaran Singh Raj made application for a Packaged Liquor License in the name of Winners Corner Hi Discount Gas, Food, & Liquor, located at the above address.

Mr. Raj has successfully completed the required background investigation.

I am requesting the Elko City Council approve the request for a Packaged Liquor License Application in the name of Winners Corner Hi Discount Gas, Food, & Liquor, located at 2682 Outlook Court, Elko, NV 89801.

BR/tle

CC: Mayor Keener

# Elko City Council Agenda Action Sheet

- 1. Title: Review for possible approval or denial of a House of Prostitution License Application and Retail Liquor License Application, modifying the current House of Prostitution License and Retail Liquor License Application, to add Gabriel Ornelas to the license, DBA Desert Rose, located at 357 Douglas St, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: March 12, 2019
- 3. Agenda Category: **PETITION**
- 4. Time Required: 10 Minutes
- 5. Background Information: A comprehensive background investigation was conducted by Elko Police Detectives regarding the Applicant. Mr. Ornelas has met the requirements relating to City Code 4-9-7. The Police Chief has reviewed the investigation and documented a summary of the results in the attached memo to the Council.
- 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: **Memo from Police Chief.**
- 9. Recommended Motion: Pleasure of the Council.
- 10. Prepared By: Police Chief Ben Reed, Jr.
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Council Agenda Distribution:

Gabriel Ornelas 319 Douglas Street Elko, NV 89801 gabornel@aol.com



# **ELKO POLICE DEPARTMENT**

1448 Silver Street Elko Nevada 89801 775.777.7310 775.738.1415 Fax epd@elkocitynv.gov

DATE:

March 6, 2019

TO:

Mayor Keener and City Council

FROM:

Ben Reed, Jr., Police Chief

SUBJECT:

House of Prostitution License Application - Gabriel Ornelas

On January 4, 2019, applicant Gabriel John Ornelas submitted application to the Elko City Clerk to operate a House of Prostitution titled Desert Rose, (357 Douglas Street, Elko, NV). On January 8, 2019, the Elko Police Department received the associated paperwork and detectives were assigned to conduct a comprehensive background investigation. The current license for a House of Prostitution for Desert Rose is under the name of Kathleen Ornelas. Her son is Gabriel Ornelas. The purpose of this application was to add Gabriel Ornelas to the license. He has served for approximately 5 years as the on-site manager of Desert Rose.

The comprehensive background investigation of Mr. Ornelas included a personal interview, personal history review, employment history review, financial records, legal documents, criminal history, as well as interviews with references.

A summary of the findings of the applicant's background investigation include the following: Gabriel Ornelas is 41 years-old and was born in Santa Rosa, California. He is single and has no children. He is a US Citizen. His personal references were positive. He has one minor issue related to criminal history.

Gabriel Ornelas resides at 319 Douglas Street, Elko, Nevada, which is next door to the Desert Rose brothel at 357 Douglas Street. He periodically lives for a few days at his mother's residence in Lake Almanor, California (Detectives had previously visited that residence and the surrounding neighborhood in 2014). He has no other employment besides managing the Desert Rose brothel. Prior to his employment at Desert Rose he held various jobs in California and Reno, Nevada.

A review of Mr. Ornelas' financial situation indicates the following: we received a financial summary statement from a local CPA who organized his financial paperwork. His assets far outweigh his liabilities. His payments on small loans and credit cards are all current. His assets on record were verified by a representative from Nevada State Bank. His federal income tax returns for the previous three years indicated nothing remarkable. He appears to have the financial wherewithal to participate in his self-declared 47.5% ownership in the Desert Rose brothel.

A review of Mr. Ornelas' criminal history only revealed one incident, which he disclosed properly upon the application. He was arrested in May 2010, in Las Vegas, Nevada, for a misdemeanor charge of battery. A formal criminal complaint was denied by the Clark County District Attorney's Office, and the matter was dismissed. There are no other incidents on record.

There was no evidence of Mr. Ornelas being involved in organized crime, human trafficking, sex crimes, or other felonious activities. There was no information uncovered during the course of the background investigation that would preclude Gabriel Ornelas from obtaining a Brothel License per the Elko City Code.

The Elko City Council may wish to question Mr. Ornelas regarding his past history of managing the Desert Rose brothel since 2014, in order to assist Council Members with their decision. I requested Mr. Ornelas be present at the Elko City Council meeting of March 12, 2019.

At the Council Members discretion, I can provide additional details as necessary.

BR/tle

# Elko City Council Agenda Action Sheet

- 1. Title: Second reading, public hearing, and possible adoption of Ordinance No. 835 an ordinance amending Title 8, Chapter 2, of the Elko City Code entitled "Conditions of Utility Occupancy of Public Roads and City Street Cuts and Repairs" hereby adding Smart Dig Requirements, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: February 26, 2019
- 3. Agenda Category: PUBLIC HEARING
- 4. Time Required: 15 Minutes
- 5. Background Information: On August 28, 2018 Council approved initiation of Ordinance No. 835 and directed Staff to prepare a business impact statement. The Business Impact Statement was approved on February 12, 2019, after making some changes to the ordinance. First reading of Ordinance No. 835 was accepted on February 26, 2019. KW
- 6. Budget Information:

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

Fund name: N/A

- 7. Business Impact Statement: Required
- 8. Supplemental Agenda Information: Copy Ordinance No. 835
- 9. Recommended Motion: Pleasure of the Council
- 10. Prepared By: Kelly Wooldridge, City Clerk
- 11. Committee/Other Agency Review: N/A
- 12. Council Action:
- 13. Agenda Distribution:

#### CITY OF ELKO ORDINANCE NO. 835

AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, OF THE ELKO CITY CODE ENTITLED "CONDITIONS OF UTILITY OCCUPANCY OF PUBLIC ROADS AND CITY STREET CUTS AND REPAIRS" BY ADDING SMART DIG REQUIREMENTS, AND MATTERS RELATED THERETO.

WHEREAS, the City of Elko desires to amend the City Code to add Smart Dig requirements for utility installation

WHEREAS, the City of Elko desires to increase communication capabilities by adding mandatory conduit installation to the City Code

WHEREAS, the City Council desires to enact this ordinance amending and adding sections to the Conditions of Utility Occupancy of Public Roads and City Street Cuts and Repairs Code to adopt within the City of Elko a code which is uniform with Smart Dig standards, except as otherwise specifically provided herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ELKO DOES ORDAIN:

For amendment purposes, words which are in <u>bold and underlined</u> are additions to the Ordinance, and words which are <u>lined through and red</u> are deleted from the Ordinance.

Section 1: Title 8, Chapter 2, is hereby added to read as follows:

# Chapter 2 CONDITIONS OF UTILITY OCCUPANCY OF PUBLIC RIGHTS-OF-WAY OR PUBLIC EASEMENTSOADS, DIG-SMART DIG REQUIREMENTS, AND CITY EXCAVATION PERMITS STREET CUTS AND REPAIRS

- 8-2-1: TITLE:
- 8-2-2: DEFINITIONS, TERMS:
- 8-2-3: CITY EXCAVATION STREET CUT PERMITS:
- 8-2-3A: SMART DIG REQUIREMENTS:
- 8-2-3B: MANDATORY INSTALLATION OF CONDUIT:
- 8-2-4: ASPHALT PAVEMENT REPAIR:
- 8-2-5: EMERGENCY CITY STREET CUTS:
- 8-2-6: NEW CITY STREET CUTS:
- 8-2-7: CONSTRUCTION STANDARDS:
- 8-2-8: NONINTERFERENCE WITH EXISTING UTILITIES:
- 8-2-9: RELOCATION OF UTILITIES:

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

8-2-11: INDEMNIFICATION:

8-2-1211: LIABILITY INSURANCE:

8-2-1312: BONDING:

8-2-1413: PERMIT FEES:

8-2-4514: CONTRACTOR AND BUSINESS LICENSES:

8-2-1615: INSPECTION:

8-2-1716: WATER DRAINAGE:

8-2-1817: ABANDONED UTILITY FACILITIES:

#### 8-2-1: TITLE:

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

#### 8-2-2: DEFINITIONS, TERMS:

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

COMMUNICATIONS INFRASTRUCTURE: The technology, products and network connections that allow for the transmission of communications over large distances.

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

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

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

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

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

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

EXCAVATOR: Any person who engages in excavation.

EXCAVATION PERMIT: A permit required and issued by the City for any excavation within a public right-of-way, to include a street cut.

LONGITUDINAL ACCESS: Access to or the use of any part of a right-of-way that extends generally parallel to the right-of-way.

OPERATOR: Any person who owns, operates or maintains underground telecommunication facilities.

PERMITTEE: An excavator who is authorized to perform work pursuant to an excavation permit in accordance with the provisions of this Chapter.

PERSON: A natural person, any form of business or social organization and any other legal entity including, but not limited to, a corporation, partnership, association, trust or unincorporated organization, or any government, governmental agency or political subdivision of a government.

PUBLIC EASEMENT: A right to use any area or alignment that has been conveved to the City for one or more public purposes.

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

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

SMART DIG: The requirements of this Chapter pertaining to the placement of telecommunication facilities in excavations within rights-of-way.

TELECOMMUNICATION: The transmission of signs, signals, messages, words, writing, images, sound or information of any nature by wire, radio, optical, or electromagnetic systems. Telecommunication occurs when the exchange of information between communication participants includes the use of technology.

TELECOMMUNICATION FACILITY: Any cable, line, fiber, wire, conduit, inner duct, access manhole, hand hole, tower, hut, pedestal, pole, box, splice panel, transmitting equipment, receiving equipment, power equipment or other equipment, system or device that is used to transmit, receive, produce or distribute a signal for telecommunications purposes via wireless, wireline, electronic or optical means, and any other outside plant materials provided by the City.

UNDERGROUND FACILITY: Any underground or submerged conductor, pipe, structure, conduit, or equipment used or installed for use in providing electric,

communications, gas, sanitary sewer, storm sewer, reuse water or any other underground works.

USA: Underground Service Alert (USA), a non-profit mutual benefit organization operating free call centers for excavators who are digging, blasting, trenching, drilling, grading, excavating, or otherwise moving any earth for the purpose of providing information about the locations of underground facilities.

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

- A. Permit Required: Prior to cutting or excavating within any public <u>rights-of-way or public</u> <u>easements road</u>-within the <u>eity-City</u> limits, an <u>excavation</u> permit must be <u>obtained from</u> issued by the <u>eity-City</u>, and a copy filed with the city engineer's office.
- B. State Permits Applicable: Prior to the cutting of, or excavation of any state highway or route within the eity City limits, all state permits must be obtained and a copy of each such permit must filed with the City eity engineer's office.
- C. Traffic Control And-and Construction Plans; Depth Of of Facilities: A permittee for a city permit An applicant for an excavation permit shall submit with the his-application a traffic control plan and a-detailed construction plans, which plans must be approved by the City prior to the approval-issuance of the city-excavation street cut-permit. The traffic control plan and detailed construction plan shall be approved by the city-Two copies of the traffic control plan and two copies of the construction plans shall be submitted with the application, engineer or his designee. The depth of all facilities shall be a minimum of twenty four inches (24") below the lowest point of the asphalt roadway section. The minimum depth of any excavation in a City-owned right-of-way shall be twenty-four inches (24") below the surface of the ground or, in cases of excavations below asphalt paving or sidewalks, a minimum of twenty-four inches (24") below the bottom of the pavement or sidewalk.
- D. Notification Prior Toto Excavation Digging: The permittee must notify underground service alert (USA Dig) USA at least forty eight forty-eight (48) hours prior to the start of any excavation.
- E. Presence Of of Form And and Permit: A copy of the USA underground service alert (USA)DigAlert Location Request Form form and a copy of the eity City excavation street cut permit shall be present on the job site at all times work is in progress.
- F. Cut Unavoidable: A permittee An applicant for a city street cut an excavation permit requesting permission to perform a street cut shall demonstrate that the cut is unavoidable and that the permittee has fully evaluated he has looked at other alignments which could have avoided would avoid the a street cut.
- G. Work Without Excavation Permit: If a person performs an excavation takes place-without a permit, and it is not except in an emergency as defined in this Chapter, then the

**Commented [DMS 21]:** There may be a different form than this; if so, please specify the form.

permittee shall thereafter be required to pay double the regular permit fee for that excavation project. The only exception to this is an emergency. Any company performing an emergency excavation shall notify the city police department prior to excavating.

- H. Expiration Date: An expiration date shall be established for the permit. An excavation permit shall expire on a date determined by the City, which date shall be no more than Tthirty (30) days shall be the longest period for any single city street cut permit from the date of issuance. All permittee work shall be completed within thirty (30) days from the issuance date of the permit. If a temporary patch is required needed due to a street cut, the permittee shall pay an additional fee as established by resolution of the city council.
- I. Revocation Of of Permit: The Ceity engineer or designee may revoke an excavation permit at any time for the failure of the contractor permittee to comply with this chapter Chapter. (Ord. 476, 11-26-1996)

#### 8-2-3A SMART DIG REQUIREMENTS:

- A. Smart Dig requirements apply to excavations at least one hundred (100) feet in length.
- B. Operators and excavators are not required to comply with Smart Dig requirements if an excavation is made due to an emergency as defined in this Chapter.

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

- A. Installation of Conduit in Rights-of-Way for Public Works Projects: Whenever a person undertakes a public works project within a public right-of-way involving the planning, construction, reconstruction, or repaying of the public right-of-way, the project shall include, to the maximum extent practical and feasible, installation of underground communication infrastructure by the person performing the work.
  - The City may grant a telecommunications provider a license for longitudinal access
    or wireless access to a right-of-way for the installation, operation, and maintenance
    of a telecommunications facility.
  - Before granting a telecommunications provider a license for longitudinal access or wireless access to a right-of-way, the City must first enter into a competitively neutral and nondiscriminatory agreement with the telecommunications provider.
     Such an agreement must be approved by the Elko City Council, which approval may be granted, conditioned or withheld in its discretion.

#### B. Installation of Conduit in Rights-of-Way for Private Excavations:

 To the maximum extent practicable and feasible, the City shall condition all permits for private excavations within public rights-of-way on the execution of an agreement providing for the installation of underground communications infrastructure on behalf of the City by the permittee, which agreement shall, without limitation, contain the following terms and conditions:

- a. Upon satisfactory completion of the installation, the City shall pay to the permittee the incremental additional cost of installing the communications infrastructure, which cost shall not include any amounts that would otherwise have been paid by the permittee had the communications infrastructure not been installed;
- b. The City shall bear all reasonable and properly documented design and construction costs associated solely with and required for the installation of the communications infrastructure.
- The communications infrastructure shall automatically be owned by the City upon installation without any further action on the part of either the permittee or the City.
- The City may, at its sole option and expense, require the permittee conducting the
  excavation to extend the excavation, where practical, to permit the connection of the
  communications infrastructure to existing communications infrastructure owned by
  the City.

#### 8-2-4: ASPHALT PAVEMENT REPAIR:

The permittee shall receive eity <u>City</u> approval for the construction of temporary and permanent asphalt pavement repairs required as a result of the excavation. All asphalt repairs shall be performed by a properly licensed contractor. The permittee shall be responsible for <u>properly compacted</u> placement of all backfill and base required to establish a smooth road surface, <u>shall perform appropriate compaction tests and shall provide the test results to the City</u>. If repairs are made by the <u>eity\_City</u>, the <u>applicant\_permittee</u> shall reimburse the <u>eity\_City</u> for expenses incurred to construct temporary and permanent pavement patches at rates established by resolution of the <u>eity council City Council (Ord. 713, 5-25-2010)</u>

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

When an emergency requires any asphalt-excavation, the permittee making the excavation shall notify the eity City police department. The permittee shall provide the police department with the location of the excavation, the start time and a description of extent of the project. The permittee must obtain a eity City excavation street cut permit on the next succeeding business day. The permittee shall be responsible for properly compacted placement of all backfill and base required to establish a smooth road surface, shall perform appropriate compaction tests and shall provide the test results to the City. whether the emergency work has been completed or not. Compaction tests shall also be required on these trenches as well as any other trench. (Ord. 476, 11-26-1996)

#### 8-2-6: NEW CITY STREET CUTS:

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

#### 8-2-7: CONSTRUCTION STANDARDS:

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

#### 8-2-8: NONINTERFERENCE WITH EXISTING UTILITIES:

All pipes, sewers, drains, lines, valves or other structures and appurtenances laid or placed by any person shall be located in the public roads in the eity-City so as not to obstruct or interfere with any pipes, sewers, drains, lines, valves or other structures already installed. The City shall, upon request, provide to the permittee available information pertaining to At the sole discretion of the city, it shall be determined whether or not there is any such interference or obstruction; provided, due to the passage time, the City may no longer have records documenting the locations of certain underground facilities within the City rights-of-way and, accordingly, nothing herein shall be interpreted as creating a legal obligation on the part of the City to provide accurate information as to the locations of existing pipes, sewers, drains, lines, valves or other structures and appurtenances. It shall be the permittee's responsibility to see that no interference or damage occurs prior to and/or during excavation. (Ord. 476, 11 26 1996)

#### 8-2-9: RELOCATION OF UTILITIES:

Any person who lays or places any pipes, sewers, drains, lines, valves or other structures and appurtenances shall relocate, without expense to the <a href="eity\_City">eity\_City</a>, any such pipes, sewers, drains, lines, valves or other structures and appurtenances when made necessary by any lawful change in any public street, road or highway by the <a href="eity\_City">eity\_City</a>, (Ord, 476, 11-26-1996)

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

If any portion of a sidewalk, curb, gutter, alley, public road or right of way shall be damaged by reason of defects in any of the pipes, sewers, drains, lines, valves or other structures and appurtenances installed, utilized, maintained or constructed, or by reason of any cause whatsoever, including the subsidence of any cut in the public road, or the existence of any pipes, sewers, drains, lines, valves or other structures and appurtenances constructed or maintained under this chapter, the person who initially constructed such improvements shall, at his own cost and expense, within ten (10) days, repair any such damage and restore such sidewalk, curb, gutter, street, alley, public road or right of way, or portion thereof, to as good a condition as it existed before such excavation, disturbance, work, or other cause of damage occurred. Any subsurface or surface installations damaged by a utility eity-street cut or excavation of any kind in a City right-of-way shall be repaired at the permittee's expense. (Ord. 476, 11-26-1996)

#### 8-2-11: INDEMNIFICATION:

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

#### 8-2-1211: LIABILITY INSURANCE:

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

#### 8-2-1312: BONDING:

Any person obtaining a permit under this <a href="ehapter-Chapter">ehapter</a> shall, before renewing or in any manner changing the surface of the sidewalk, curb, gutter, street, highway, avenue or alley, <a href="execute to provide">execute to provide</a> the <a href="eity-City">eity a bond or other security</a>, to be approved by the city attorney, in such sums as shall be designated by the city engineer as necessary for the proper protection of the city, conditioned that guaranteeing that the obligor of the bond will pay to the <a href="eity-City">eity-City</a> the amount of the bond; should the <a href="person obtaining such permit permittee">permittee</a> fail, neglect or refuse to complete the work, including the excavating or filling in of the sidewalk, curb, gutter, public street, highway, avenue or alley and all public utilities in proper condition to the satisfaction of the <a href="eity-City">eity engineer or designee</a> after the work provided for in the permit

has been finished; provided, however, that instead of special bonds to cover particular work, any person intending to make excavations in sidewalks, curbs, gutters, public streets, alleys, or any public places in the eity City may make and maintain with the eity City a general bond in the sum of two thousand, five hundred dollars (\$2,500.00), which general bond shall be conditioned and used for the same purpose as the special bond hereinbefore described in this section, covering all work to be done instead of any particular piece of work; while So long as such general bond is maintained at the sum of two thousand, five hundred dollars (\$2,500.00), such person the permittee shall not be required to make-provide the aforementioned special bond previously-provided in this section, but shall be required to comply with all the other provisions of this chapter Chapter. Notwithstanding the foregoing, Public public utilities under the jurisdiction of the state public service commission—Nevada Public Utilities Commission and having a current franchise with the eity City are toshall be considered bonded for purposes stated above of this Section 8-2-13. (Ord. 476, 11-26-1996)

#### 8-2-1413: PERMIT FEES:

- A. Payment Required: All <u>permittees applicants</u> for a <u>eity City excavation</u> <u>street cut</u> permit shall pay to the building department permit fees as set by resolution of the <u>eity council City Council</u>.
- B. Estimated Permit Fees; When Paid: All <u>initial application</u> estimated <u>excavation</u> permit fees shall be paid at the time of filing the <u>initial</u> application.
- C. Final Fees: Final permit fees shall be paid within thirty (30) calendar days of the neceptance approval of the work performed by the eity City. (Ord. 476, 11-26-1996)

#### 8-2-1514: CONTRACTOR AND BUSINESS LICENSES:

All permittees shall be licensed state contractors and possess a current eity <u>City</u> business license and shall provide copies of the foregoing licenses to the <u>City</u> prior to the commencement of <u>work</u>. Proof of this shall be required. (Ord. 476, 11-26-1996)

#### 8-2-1615: INSPECTION:

The permittee shall be required to schedule all <u>City</u> inspections twenty-twenty-four (24) hours in advance. Failure to have an inspection of the permittee to obtain inspections of the work to the extent reasonably necessary to enable the City to determine compliance with the <u>City Code</u>, to include model codes adopted therein, shall result in the eity engineer or designee revoking the revocation of the permit. (Ord, 476, 11-26-1996)

#### 8-2-1716: WATER DRAINAGE:

The permittee shall be responsible for maintaining surface water drainage at all times <u>during</u> performance of the work, to include. This may require redirecting the water drainage where appropriate, except as otherwise directed by the City. The permittee shall, upon request by the City, submit to the City and an appropriate plan for this shall be submitted water drainage control, in which event the work may not commence or continue until or unless the water drainage control plan has been approved by the City. The requirements set forth

in a water drainage control plan shall, upon approval by the City, become requirements of the excavation permit, to the eity engineer or his/her designee for approval. (Ord. 476, 11-26-1996)

#### 8-2-1817: ABANDONED UTILITY FACILITIES:

A permittee with utilities in a eity right of way City right-of-way that the permittee has abandoned or intends to abandon are going to be abandoned may be required by the eity City, in the City's discretion, to remove their the utilities at their own the permittee's expense or, in the alternative, to reimburse the eity—City for the cost removal of such abandoned the utilities. Notwithstanding the foregoing, if the permittee is a For public utilities that are utility under the jurisdiction of the state public service commission Nevada Public Utilities Commission and have has a current franchise with the eity—City, in the event of an inconsistency between the requirements of this Section 8-2-18 and the terms of a franchise agreement, the terms of the franchise regulations agreement shall prevail. (Ord. 476, 11-26-1996)

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

**Section 3:** If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, the invalidity, unenforceability or provision shall not affect any remaining provisions of this ordinance.

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

Section 5: This Ordinance shall be effective upon the publica PASSED AND ADOPTED this day of, 2019 by to Council.	he following vote of the Elko City	
VOTES		
AYES:		
NAYS:		
ABSENT:		
ABSTAIN:		
<b>APPROVED</b> this day of, 2019.	CITY OF ELKO	
	BY:	
	REECE KEENER, Mayor	
ATTEST:		
KELLY WOOLDRIDGE, City Clerk		