

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, April 10, 2018

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

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

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

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

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

ELKO COUNTY COURTHOUSE 571 Idaho Street, Elko, NV 89801 Date/Time Posted: <u>April 5, 2018 at 8:50 a.m.</u>

ELKO COUNTY LIBRARY 720 Court Street, Elko, NV 89801 Date/Time Posted: <u>April 5, 2018 at 9:00 a.m.</u>

ELKO POLICE DEPARTMENT 1448 Silver, Elko NV 89801 Date/Time Posted: <u>April 5, 2018 at 8:40 a.m.</u>

ELKO CITY HALL 1751 College Avenue, Elko, NV 89801 Date: Time Posted: April 5, 2018 at 8:30 a.m.

Posted by: <u>Kim Wilkinson</u> <u>Administrative Assistant</u> <u>Kim Mulkum on</u> Name <u>Title</u> <u>Signature</u>

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

Dated this 5th day of April, 2018

NOTICE TO PERSONS WITH DISABILITIES

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

Curtis Calder, City Manager

<u>CITY OF ELKO</u> <u>CITY COUNCIL AGENDA</u> <u>REGULAR MEETING</u> <u>4:00 P.M., P.D.T., TUESDAY, APRIL 10, 2018</u> <u>ELKO CITY HALL, 1751 COLLEGE AVENUE, ELKO, NEVADA</u>

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: March 27, 2018 Regular Session

I. PRESENTATIONS

A. Review and possible approval of the Fiscal Year 2017/2018 Tentative Budget, inclusive of all funds, and matters related thereto. FOR POSSIBLE ACTION

II. PERSONNEL

- A. Employee Introductions:
 - 1.) Jeff Russell, Laborer, Golf Course
- B. Review, consideration, and possible approval of the Systems Administrator position within the Information Systems Department, and proposed corresponding position description, including recruiting and hiring of this position, and matters related thereto. FOR POSSIBLE ACTION

The Systems Administrator is a newly proposed position within the Information Systems Department, which will help meet the needs of managing the increasing demands of technology and ensuring compliance of information systems and IT infrastructure within the City of Elko. Staff is proposing this position to be placed at a Grade 23 in the Management Wage Scale. AB

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C. Review, consideration, and possible approval of the revised position description for Information Systems Manager, and matters related thereto. FOR POSSIBLE ACTION

The Information Systems Manager position description has been revised and updated to more accurately reflect the actual requirements and qualifications of the position, in addition to the actual duties performed, and to comply with updated position description standards as recommended by POOL/PACT. AB

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 and possible approval of Great Basin Engineering Warrants, and matters related thereto. FOR POSSIBLE ACTION
- D. Review of the bids received and possible award of the Plantmix Bituminous Pavement Materials to be used for the Year 2018 Construction Season, and matters related thereto. FOR POSSIBLE ACTION

Bids were received until 3:00 p.m. local time on Thursday, March 29, 2018. DS

E. Review, consideration, and possible award of a bid for the Sports Complex Project, and matters related thereto. FOR POSSIBLE ACTION

Bids were received until 3:00 p.m. on April 4, 2018. Four bids were received. Staff recommends consideration of an award including the Base Bid and additive alternates 1 through 4. A complete bid tabulation is provided in your packet.

If this project is awarded, there are additional expenses, outside of this contract, in the amount of \$337,871.00 to cover the costs for NV Energy, QA/QC testing, 404 permit management, and historical preservation management. This cost does not include either purchase or lease of field lights. SAW

IV. NEW BUSINESS

A. Review, consideration, and possible acceptance of a Deed of Dedication for portions of Delaware Street, and Ruby Vista Drive as a condition of Annexation 2-17 filed by Surebrec Holdings, LLC, and matters related thereto. FOR POSSIBLE ACTION

Surebrec Holdings, LLC filed Annexation Application 2-17 with the City of Elko for APN 006-10C-006. As a condition of the approval of this annexation Surebrec Holdings, LLC was to offer the following for dedication as Right-of-Way:

- Delaware Street, 30' wide from Statice Street to Aster
- Statice Street, 20' wide from Delaware Street to the property line with the City Well property
- Ruby Vista Drive, 70' wide along the southeast property line. JD
- B. Consideration and possible authorization for Staff to solicit bids for Airport Improvement Project No 3-32-0005-049(AIP 49), Security Fence and Reconstruct Electrical Vault, and matters related thereto. FOR POSSIBLE ACTION

Council previously ratified Staff applying for FAA Grant Application #49 on February 13, 2018. AIP 49 includes upgrading the airport perimeter fence and electrical vault. The security fence upgrade will bring the entire perimeter fence into conformance with advisory circulars and TSA guidelines. The current electrical vault is housed in a wood structure. The upgrade would build a flame retardant structure and replace all constant current regulators and associated connections. As a reminder, the FAA awards grants based on bids. JF

V. RESOLUTIONS AND ORDINANCES

A. Review, consideration, and possible adoption of Resolution No. 11-18, a resolution of the City Council approving the lease of real property less than 25,000 square feet, and matters related thereto. FOR POSSIBLE ACTION

C-A-L Stores Companies, Inc. dba C-A-L Ranch Stores currently holds a lease agreement with the City of Elko to use City property located at 2953 Manzanita Drive for storage of goods. The current lease extension does not expire until August 21, 2020; however, C-A-L Stores is currently working on extending their lease for the building and would like this lease as part of the package.

NRS 268.064 provides that the governing body may lease the property subject to the provisions outlined in NRS 268.059, 061, 062, and 064. Resolution No. 11-18 begins the process for the continued lease.

If adopted, the next steps will involve a public notice, a public hearing, and possible approval of a lease. RL

B. First reading of Ordinance No. 828, an ordinance amending Title 4, Chapter 6, entitled "Room Tax", and matters related thereto. FOR POSSIBLE ACTION

At its January 9, 2018, the Elko City Council initiated changes to the Room Tax Code. SO

VI. 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 Quarterly Report
- 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,

Curtis Calder City Manager

City of Elko County of Elko State of Nevada

SS March 27, 2018

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, March 27, 2018.

This meeting was called to order by Mayor Chris Johnson.

CALL TO ORDER

ROLL CALL

Mayor Present: Chris J. Johnson

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Council Present: Councilman John Rice Councilman Robert Schmidtlein Councilman Reece Keener

City Staff Present: Curtis Calder, City Manager Scott Wilkinson, Assistant City Manager Ryan Limberg, Utilities Director Shanell Owen, City Clerk Dennis Strickland, Public Works Director Jonnye Jund, Administrative Services Director Bob Thibault, Civil Engineer Aubree Barnum, Human Resources Manager Mike Hess, Landfill Superintendent Cathy Laughlin, City Planner Ben Reed Jr., Police Chief Jeremy Draper, Development Manager Jeff Ford, Building Official Jack Snyder, Deputy Fire Chief James Wiley, Parks and Recreation Director Dave Stanton, City Attorney Candi Quilici, Accounting Supervisor Troy Poncin, Information Systems Manager Pete Dondero, Golf Course Superintendent Mike Haddenham, WRF Superintendent Joe Carr, Parks Superintendent Kara Vera, Minutes Clerk

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

There were no public comments.

APPROVAL OF MINUTES: March 13, 2018 Regular Session

The minutes were approved by general consent.

I. PRESENTATIONS

A. Presentation of an Appreciation Plaque to Mr. Mike Creek for his many years of service on the Airport Advisory Board, and matters related thereto. **INFORMATION ITEM ONLY-NON ACTION ITEM**

Mike Creek was not present.

B. Proclamation by the Mayor, in recognition of Crime Victims' Rights Week, and . matters related thereto. INFORMATION ITEM ONLY-NON ACTION ITEM

Mayor Johnson read the proclamation and presented a copy of it to Brady Griffith, Marcey's Law for Nevada.

Brady Griffith, Field Outreach Director Marcey's Law for Nevada, said Marcey's Law is fighting for equal rights for victims of crime. We are Question No. 1 on the ballot. He thanked Council for their support in this and encouraged everyone to vote yes for Question No. 1.

II. PERSONNEL

A. Employee Introductions:

1) Alberto Zavala, Parks Maintenance Technician I, Parks Department Present and introduced.

I. PRESENTATIONS (Cont.)

C. Presentation by Frontier Communications, and matters related thereto. INFORMATION ITEM ONLY-NON ACTION ITEM

Representative from Frontier Communications gave a presentation (Exhibit "A").

David Morris, Director of Broadband Engineering with Frontier Communications, explained he is based in Pennsylvania so he made a special trip out here for this presentation. He spoke about some of the things they are doing with the network and some of the things they have planned for the network. The internet traffic coming into Elko has grown 25% from the same time last year. That equates to 1.5 gigabytes data per second. The demand is growing. Streaming media is the biggest driver for the growth. The network is handling the growth very well and is operating within the specs of the equipment they have. Because of the growth in Elko, they have begun the

process of evolving the network to a next generation platform. That actually started in 2016. Right now they are working on upgrading their core.

Charlie Borne, Manager for Government and External Affairs, Frontier Communications, said Frontier is committed to Elko and the Elko Area. When they acquired the Alltel properties in 1995, they made it a priority to make this a big commitment. They were one of the first companies to bring broadband from a phone company into the rural areas of Nevada.

Councilman Keener said there are many members of the community that are concerned about our lack of good broadband service here. Do you think that Frontier provides Elko with a quality broadband product?

Representative from Frontier Communications answered that he thought they needed to do a better job. They will continue to improve service and at the same time, make investments to upgrade where it makes sense. There are a lot of Federal programs or state ran programs that subsidize these high cost areas.

Councilman Keener said Frontier is the primary provider. He heard Mr. Morris indicate that they have spent several hundreds of thousands of dollars on upgrading your infrastructure here in Elko. From having spoken to a telecom executive that has specific knowledge of the network here in Elko, their estimate was that a \$2 million investment per year, over a course of five years, would be required to bring them up to modern standards.

Representative from Frontier Communications said he didn't know where that data came from so he couldn't comment on it. All networks need continual renovation. There are also ongoing maintenance costs and that is why they are adding more employees to continually upgrade and maintain their networks.

Councilman Keener said, from his own experience with his two businesses, he knows that when they want to do it, they do have the ability to provide quality service. He had to go through a lot of pain to get there and he is satisfied with the service that he has in his businesses presently. One of the biggest complaints he had is the reliability issue. That was prominent on the survey as well. There is an Elko Broadband Action Committee. Frontier's lack of providing a good broadband product here in this market has created a void. There are providers they are meeting with on a continual basis that are interested in making the investment here in Elko. Frontier owns the infrastructure and it makes sense that they would be the leader on this and not let it fall on another party to step up and provide that. He wanted Frontier to know that there are things in play with other providers coming in. If they do not provide the service, the invisible hand of capitalism will step up and provide solutions to consumers.

Councilman Rice said he was surprised to hear that Frontier's infrastructure was just in the hundreds of thousands of dollars. Given the direction the nation has been going for the last 20 years in terms of broadband and internet that just doesn't seem sufficient. He is also surprised that they are asking the Council to let them know if we hear of any grant opportunities. Is there a government affairs person who is on the ground here in Nevada?

Mr. Borne answered they do.

Councilman Rice said the City hires a lobbyist at considerable expense here at the city to keep an eye out for those sorts of things. He hoped that their organization has a lobbyist in Carson City during the session, or at least engages someone that could be bird-dogging that at their expense. They are a franchise. They have exclusive access to rights of ways in our community and we are not getting the service we ought to be. He teaches at Great Basin College and their largest campus is their online campus. They have some broadband access to fiber along Interstate 80 that is a cooperative. They can pump a lot of things out. The students have difficulties getting it back to them. The students are unable to get their assignments to them the way they need to. If we had a Tesla or Switch that wanted to invest in our area, would you have the capacities to provide for them?

Representative from Frontier Communications answered a lot of times when a major event takes place the revenues generated can be built to make that happen.

Councilman Rice asked as a franchise in our community, he has some expectations of them anticipating some of those things and not waiting. Frontier is part of our economic infrastructure because they are the only game.

Representative from Frontier Communications said today they are sitting at 70% capacity utilized. We are not at 100%. That means the amount of capacity that they provide to this area, they are only using 70% of it today. They have triggers in their planning process. When certain thresholds are met they begin the process of adding more capacity to a network. That can also be driven by wireless providers.

Councilman Rice said they can do better. One of the spokespersons said that now people want faster speeds but we actually need faster speeds. It is not about streaming Netflix. More and more the mining industry is going to remote operations. They can take care of themselves and they do for the most part. They actually take care of their community quite well too. Frontier could be speaking to the mining companies about what their needs are going to be. We will really be needing those upgrades with the changes happening in the mining industry. He would like to hear more proactive language from Frontier. They hold that franchise agreement and we depend on them to give the very best that they can for our needs.

Councilman Keener asked if Frontier would consider leasing their infrastructure in the Elko area to other providers to help them deliver broadband services. It would be a competitive situation but they would be getting revenue for underutilized assets.

Representative from Frontier Communications answered currently when they have a situation like that they enter into an agreement with them and then they are provided with services and then they become a reseller. That is what they would be looking at.

Councilman Keener said it is important to view this as we are a very small, conservative community that is resistant to any kind of government intervention. When you talk about 70% utilization rates on the network, there is some kind of disconnect. There are waiting lists and some significant user dissatisfaction. He thought Frontier has a lot of work cut out for them if they want to hang onto this marketplace here. He hoped that they will do better.

Representative from Frontier Communications said they believe they will do better. They also believe they are making traction. They will continue to make upgrades in the network. They will continue to make optimal changes in the network that will make it more effective and more reliable. They are also going to staff it and commit to local employees here.

Mayor Johnson thanked them for being present and sharing information.

D. Review, consideration, and possible acceptance of the Compensation Study conducted by Public Sector Personnel Consultants (PSPC), including the implementation of proposed salary plan updates effective April 8, 2018, and matters related thereto. FOR POSSIBLE ACTION

As an update to the Classification and Compensation Study approved by Council on April 9, 2013, Public Sector Personnel Consultants (PSPC) has recently completed a Compensation Study and Salary Plan Update of the Management and Appointed Officials Job Classifications for FY 2018. Matt Weatherly of PSPC will present the findings and recommendations. AB

Aubree Barnum, Human Resources Manager, explained Matt Weatherly from PSPC was going to present the findings of the Compensation Study.

Matt Weatherly, PSPC, explained the way the study worked and how they came up with the wage ranges. In the packet is the full list of all of the proposed pay ranges, as well as, the proposed pay range adjustments.

Councilman Schmidtlein asked if they take into consideration the additional cost for insurance and the PERS that go into these wages as well. Is this compared to the private sector too?

Mr. Weatherly answered the scope of work was limited to base pay for this exercise. The private sector data was included in the base pay comparisons where appropriate. It is difficult to compare a 401k to a public pension. It becomes interesting when you look at benefits as a percentage of total compensation. The average in the private sector is about 27%-29%. In the public sector, it is closer to 35%-36%.

Councilman Keener asked Curtis Calder what would be the total financial impact to the City on an annual basis of implementing the proposed salary increases.

Curtis Calder, City Manager, answered for the initial implementation it would be \$5,000.

Jonnye Jund, Administrative Services Director, said if someone is a grade 32 and they are proposing to go to a grade 34, there would be no salary increase. We would take what they are making at a 32 and add more potential for their annual merit raise going forward. There is only one position that was significantly lower than what market is at. That one position would be close to \$5,000 per year.

** A motion was made by Councilman Rice, seconded by Councilman Schmidtlein, to accept the Compensation Study and approval of the Salary Plan Update Implementation effective April 8, 2018.

The motion passed unanimously. (4-0)

IV. NEW BUSINESS

A. Review, consideration, and possible acceptance of a Quitclaim Deed and Waiver between Surebrec Holdings, LLC and the City of Elko, Nevada, and matters related thereto. FOR POSSIBLE ACTION

A condition of Annexation No. 2-17 was to release any right, title, and interest in the nonexclusive easements for a waterline granted by the State of Nevada, Division of State Lands.

This action (Quitclaim Deed and Waiver) satisfies that condition. These easements were previously owned by the State of Nevada, Division of State Lands until such time as Surebrec Holdings, LLC acquired the property. RL

Ryan Limberg, Utilities Director, explained this was a condition of annexation. There are three items on this agenda related to this issue.

** A motion was made by Councilman Keener, seconded by Councilman Schmidtlein, to accept a Quitclaim Deed and Waiver.

The motion passed unanimously. (4-0)

B. Review, consideration, and possible approval of a Non Exclusive Utility Easement with the State of Nevada, Division of State Lands, and matters related thereto. FOR POSSIBLE ACTION

This new easement replaces a prior easement and is necessary due to the transfer of land from the State of Nevada to Surebrec Holdings, LLC. RL

Mr. Limberg said the original easement agreement with NYTC consisted of four different subsections. These next two items terminate the entire easement and create a new easement over those portions that remain, subtracting out the portion we received from Surebrec.

** A motion was made by Councilman Rice, seconded by Councilman Keener, to approve the Non-Exclusive Utility Easement with the State of Nevada, Division of State Lands.

The motion passed unanimously. (4-0)

C. Review, consideration, and possible approval of a Termination of Easement with the State of Nevada, Division of State Lands, and matters related thereto. FOR **POSSIBLE ACTION**

State of Nevada, Division of State Lands had previously granted an easement for a 24" waterline to the City of Elko defined as four different segments (Segment

A,B,C,D). Ownership of the portions of property where segments A and D lie was transferred to Surebrec Holdings, LLC. The reason for this termination is the State of Nevada, Division of State Lands no longer owns the property where two of these easements are located.

Related agenda items to be acted on at this meeting include approval of a new, reduced easement with the State of Nevada, Division of State Lands as well as approval of a Quitclaim Deed and Waiver with Surebrec Holdings, LLC. RL

** A motion was made by Councilman Schmidtlein, seconded by Councilman Keener to approve the Termination of Easement.

The motion passed unanimously. (4-0)

D. Review, consideration, and possible action to fill a vacancy on the Elko City Planning Commission, and matters related thereto. FOR POSSIBLE ACTION

On February 27, 2018, Council accepted a letter of resignation from Planning Commission member Aaron Martinez. Staff conducted the standard recruitment process and has received two letters of interest to serve on the Planning Commission, copies of which are included in the Council packet. The new member will be appointed to fill the remainder of the four-year term, which will expire at the end of July 2020. CL

Councilman Rice disclosed his name was listed as a reference for one of the applicants. He felt he could still make this decision.

Cathy Laughlin, City Planner, explained both applicants were present in the audience and available for questions. Mr. Gratton Miller and Mr. Ian Montgomery.

Councilman Schmidtlein thought both candidates were great people for the position. He wanted to hear some feedback from everybody else. He wanted to make sure they continue to bring faculty from the college to be on the board. He would like to see this broaden with more ideas.

Councilman Rice agreed both are good candidates. He did encourage Ian to apply for this position. He also encouraged Ian to apply for the Arts Board. He is a student and is working on his degree on secondary education.

** A motion was made by Mayor Johnson, seconded by Councilman Rice, to appoint Ian Montgomery to the Planning Commission.

The motion passed unanimously. (4-0)

VII. 5:30 P.M. PUBLIC HEARINGS

A. Review, consideration, and possible adoption of Resolution No. 10-18, a resolution of the Elko City Council amending the Elko City Master Plan Atlas Map #8, filed as Elko City Master Plan Amendment No. 1-18, and matters related thereto. FOR POSSIBLE ACTION

On March 6, 2018, the Planning Commission adopted its Resolution No. 1-18 to amend the Atlas Map #8 of the current Elko City Master Plan, and took action to recommend Council adopt said amendment via a resolution. An amendment of this type requires positive action by both the Planning Commission and the Council. If the Council suggests any changes to the Master Plan amendment as adopted by the Planning Commission, the Master Plan must first go back to the Planning Commission for review and approval. CL

Ms. Laughlin explained these changes were brought on by our own initiation of wanting to rezone our old Police Station parcel by Main City Park. It was zoned Residential and the Master Plan called it out as Medium Density Residential. It started another master plan amendment after a master plan amendment was just completed. She went through the changes that are proposed in the resolution.

** A motion was made by Councilman Schmidtlein, seconded by Councilman Rice, to adopt Resolution No. 10-18.

The motion passed unanimously. (4-0)

VI. PETITIONS, APPEALS, AND COMMUNICATIONS

A. Review, consideration, and possible action to accept a petition for annexation of property to the City, filed and processed as Annexation No. 1-18 by Legend Engineering on behalf of Ed and Sharon Netherton and JoyGlobal Surface Mining Inc., consisting of approximately 32.74 acres of property located southwest of the intersection of West Idaho Street and P&H Drive, and matters related thereto. FOR POSSIBLE ACTION

Ms. Laughlin explained it brings her great joy to bring this annexation to Council. This is listed in our report for annexation potential. The petition was submitted by Legend Engineering. They are acting on behalf of the two applicants. There are three parcels involved here. She has not received a rezone application for this but she has been in communication with them and it will come in to be consistent with the land use document. This is indicated to be Industrial Business Park.

Scott Wilkinson, Assistant City Manager, recommended accepting the petition. We have an agreement with Joy Global/P&H with regard to some water rights that were relinquished for development in this area with anticipation that once we had water service available to this area the City would serve the area, the property could be annexed into the City at the request of the City, and then those water rights would be relinquished back to the City. This was envisioned some time ago.

** A motion was made by Councilman Rice, seconded by Councilman Keener, to accept the Petition for Annexation 1-18 and refer it to the Planning Commission for further consideration.

The motion passed unanimously. (4-0)

V. RESOLUTIONS AND ORDINANCES

A. Review, consideration, and possible adoption of Resolution No. 11-18, a resolution of the City Council approving the lease of real property less than 25,000 square feet, and matters related thereto. FOR POSSIBLE ACTION

C-A-L Ranch Stores currently holds a lease agreement with the City of Elko to use City property located at 2953 Manzanita Drive for storage of goods. The current lease extension does not expire until August 21, 2020; however, C-A-L Ranch is currently working on extending their lease for the building and would like this lease as part of the package.

NRS 268.064 provides that the governing body may lease the property subject to the provisions outlined in NRS 268.059, 061, 062, and 064. Resolution No. 11-18 begins the process for the continued lease.

If adopted, the next steps will involve a public notice, a public hearing, and possible approval of a lease. RL

Ryan Limberg, Utilities Director, asked Council to table this item and he will bring it back at the next meeting.

** A motion was made by Councilman Schmidtlein, seconded by Councilman Rice, to table.

The motion passed unanimously. (4-0)

BREAK

I. PRESENTATIONS (Cont.)

E. Review, consideration, and possible direction to Staff regarding the Fiscal Year 2018/2019 Budget, inclusive of all Enterprise Funds, and matters related thereto. **FOR POSSIBLE ACTION**

Jonnye Jund, Administrative Services Director, gave a presentation (Exhibit "B").

Dennis Strickland passed out a picture of what a Public Drop Off Area might look like at the Landfill (Exhibit "D") This would have a 50 year life and would take care of a majority of the customers that go to the Landfill.

** A motion was made by Councilman Rice, seconded by Councilman Keener, to approve the presentation of the Enterprise Funds and direct staff to move forward in the same direction.

The motion passed unanimously. (4-0)

IV. NEW BUSINESS (Cont.)

E. Review, discussion, and possible adoption of the 2018 Street Inventory List, and the 2018 Street Capital Construction Project Priority List, and matters related thereto. FOR POSSIBLE ACTION

City Staff conducted a Street Inventory in February. The purpose of this annual survey is to evaluate current road conditions, and to recommend a list of maintenance projects for the upcoming construction season. Please find enclosed for your review, in the supplemental agenda information, City Staff's 2018 Street Inventory, and recommendations for the 2018 Streets Priority List. DS

Dennis Strickland, Public Works Director, gave a presentation (Exhibit "C").

Chip Stone asked regarding Ruby Vista, part of it was finished. What is the plan for the rest of it?

Mr. Strickland answered that was the patch he spoke about during the presentation. They are scheduled to start excavating and finish that as soon as the plant opens up in May.

** A motion was made by Councilman Keener, seconded by Councilman Rice, to approve the Street Inventory of April 2018, along with the 2018 Construction Season Project List as presented by our Public Works Director.

The motion passed unanimously. (4-0)

III. APPROPRIATIONS

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

Councilman Keener said he saw legal fees under the City Manager's account, in the amount of \$24,038. Was most of that attributable to the Mona's Ranch issue?

Curtis Calder, City Manager, answered that the average is about \$18,000 to \$19,000. In that one bill maybe \$5,000 of it would be. There is a larger bill that is coming through the system in the amount of approximately \$32,000, which would be the most recent invoice. A significant portion of that would be for the Mona's issue.

** A motion was made by Councilman Rice, seconded by Councilman Keener, to approve the warrants.

The motion passed unanimously. (4-0)

II. PERSONNEL

B. Review and acceptance of City Clerk Shanell Owen's letter of retirement, including direction to Staff regarding the City Clerk recruitment and selection process, and matters related thereto. FOR POSSIBLE ACTION

Shanell Owen, City Clerk, has recently submitted her notice of retirement effective July 6, 2018. A copy of the letter is included in the agenda packet for review. Staff is requesting direction from the City Council on the recruitment and selection process for the City Clerk position. Ms. Owen recommends the Council establish a review committee to participate in the preliminary review and selection process. AB

Mayor Johnson thanked Shanell for her hard work for the City of Elko. There is a huge advantage that we have in the US of just quiet, hardworking, see opportunity people coming to an organization, seeing what the City needs, pushing their abilities to get to where they want to go, and then having so much success. She is a huge example of that. Elko is proud of her and we all wish her the very best.

Councilman Keener said he has always known Shanell to be impartial and extremely responsive to council requests. He thanked her for her support to the board over the years.

Aubree Barnum, Human Resources Manager, explained as this is an appointed official position that reports directly to the Council, she is requesting their direction as to how to proceed with backfilling this position. As mentioned, Shanell does recommend a review committee be established.

Mayor Johnson asked if they needed to select a committee now.

Curtis Calder, City Manager, said he would recommend that they direct him as City Manager to reach out to the City Council Members and determine which two would like to sit on that committee. He would rather have the City Manager work to establish that committee so they can get this done as efficiently as possible.

** A motion was made by Councilman Rice, seconded by Councilman Keener, to reluctantly accept Ms. Owen's notice of retirement and direct the City Manager to establish a review committee to participate in the preliminary review and selection process.

The motion passed unanimously. (4-0)

C. Review, consideration, and possible approval of the revised position description for City Clerk, and matters related thereto. FOR POSSIBLE ACTION

The City Clerk position description has been revised to comply with updated position description standards as recommended by POOL/PACT. Additionally, minor revisions have been made to the requirements and qualifications of the position. AB

Ms. Barnum said as it states, there are really minor revisions. One of them being to update the job description format to align with POOL/PACT's format, as well as, adding some verbage to the required certification licenses section. For example, the current job description requires a CMC or Certified Municipal Clerk Certification. They added language there to include possession of or ability to obtain that CMC just to give flexibility on selecting a possible

candidate that has the experience and qualifications for the position that might not have a CMC yet.

Mayor Johnson said that was what they were talking about if an experienced clerk applied.

Mr. Calder said this position description hasn't been revised for many years. They wanted to update it to make it the same as the other position descriptions they have updated. This will allow for some flexibility in the terms of education/experience/certifications to give them as much flexibility as needed. They want to select the best person for the job and they don't want to hamstring themselves because someone didn't have the certification but maybe they have 25 years experience as a City Clerk for another city.

** A motion was made by Councilman Schmidtlein, seconded by Councilman Keener, to approve the revised City Clerk Position Description as presented, effective March 27, 2018.

The motion passed unanimously. (4-0)

VIII. REPORTS

A. Mayor and City Council

Councilman Schmidtlein asked regarding the Golf Course, there is a lot of pruning of the trees and he heard some scuttle over the weekend and wondered what the plan of attack was. People have asked questions about tree diseases. Pete Dondero said there were some hazard trees that were in the power lines. They are a continuing maintenance problem and he felt they were a good candidate to come out. They are only working on about eleven trees this year that they deem necessary.

Councilman Keener said they had a productive Broadband Action Committee Meeting today. During the presentation from Frontier, the other group was here from E-Rate including the representative from GOED Office. He felt they are making good progress.

Councilman Rice said his daughter is a member of the Elko High School Choraliers. The Choraliers are heading to New York to sing at Carnage Hall.

B. City Manager

Curtis Calder reported April 10 will be a big meeting with tentative budget approval. They are also anticipating a Sports Complex Bid Award on April 10. That is out to bid right now. That could have an impact on our tentative budget. Jim Foster is at the Annual Nevada Airport Managers Association in Minden this week.

- C. Assistant City Manager
- D. Utilities Director

Ryan Limberg reported they have six or seven capital projects approved right now. They have only started on one and another one starts next week. There haven't been any problems with the projects yet. One that is going nowhere is the second source to the Hospital waterline. The hang-up on that project is an easement and acquiring that easement.

E. Public Works

Dennis Strickland reported that the culvert that collapsed at 6th/River and Douglas, that storm that we had Thursday night caved it in again. Mayor Johnson asked if that was something they needed to talk about at the tentative budget meeting. Jonnye Jund answered it was. She wasn't aware that it failed. She will have to do some research on that to see if she can amend the FEMA project. Curtis Calder said there is corrugated metal pipe all over the City that was part of Project Lifesaver that will probably fail about the same time. Scott Wilkinson said as soon as we get a camera truck in we can take a look and get a better assessment. The Engineering Department is also taking a look and surveyed all of the outfalls on the River. They will be exploring options for a future plan.

- F. Airport Manager
- G. City Attorney

H. Fire Chief

Councilman Keener said it was brought to his attention that there was a huge gas leak at Great Basin College about three weeks ago. There is a volunteer firefighter that works there at the college and he understood that he was instrumental in identifying the threat and evacuating people. They may want to consider recognizing him with some certification or letter from the Mayor. Jack Snyder said he was not there but he will look at the report and follow-up with the responders.

I. Police Chief

Chief Reed gave a couple of updates. The School Resource Officer Program, they are working on a new agreement. He will bring it to Council when it goes through all the boards. On the 911 front, he was in front of the County Commissioners last week and gave them an update. Money is slowing starting to trickle in. He was asked to work on a BDR for a State 911 Coordinator. The Sheriff's Office is starting work on a Homeland Security Grant Application towards the 911 system funding.

- J. City Clerk
- K. City Planner

Cathy Laughlin reported she received an email today that the light for our Alley Project has finally arrived and they will install that tomorrow. The Store Front Grant Program closes on Friday. As of today they have not received any applications but she is expecting them to all come in at 4:55pm Friday.

- 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

There were no public comments.

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

Mayor Chris Johnson

Shanell Owen, City Clerk

Elko City Council Agenda Action Sheet

- 1. Title: Review, consideration, and possible approval of the Systems Administrator position within the Information Systems Department, and proposed corresponding position description, including recruiting and hiring of this position, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: April 10, 2018
- 3. Agenda Category: **PERSONNEL**
- 4. Time Required: **5 Minutes**
- 5. Background Information: The Systems Administrator is a newly proposed position within the Information Systems Department, which will help meet the needs of managing the increasing demands of technology and ensuring compliance of information systems and IT infrastructure within the City of Elko. Staff is proposing this position to be placed at a Grade 23 in the Management Wage Scale. AB
- 6. Budget Information:

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

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information: Copy of proposed position description
- 9. Recommended Motion: Approve the recruitment and hiring of this position, in addition to the corresponding position description as presented
- 10. Prepared By: Aubree Barnum, Human Resources Manager
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Council Agenda Distribution:

City of Elko, Nevada – Employment Position Description

Department:Information SystemsTitle:Systems Administrator

FLSA Status:

Exempt

Created: February 14, 2018 Last Revised:

DEFINITION

This position exercises administration of all systems in the City of Elko computer network under the supervision and direction of the Information Systems Manager. The administrator will focus on maintenance, support, and modification projects concerning the City's network infrastructure, Windows Server platforms/applications, non-Windows server platforms/application, hypervisor infrastructure, backup infrastructure, storage systems, legacy systems, and other non-specific computer systems. This position will be required to provide complex and highly responsible support to the IS Manager.

DISTINGUISHING CHARACTERISTICS

This is a senior technical position in the IS Department sharing the responsibility of full-time operability of the City's computer network. This position requires the employee to employ education and high skill as all duties are highly impactful to the City's full-time public safety and revenue generating systems.

SUPERVISION EXERCISED

Exercises direct supervision of technical support staff. Schedules technical staff, approves all time worked by technical staff to include Overtime, Comp time, and timesheets. Performs annual performance evaluations of technical staff.

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

- Independently ensure the full-time proper functioning of all computer systems and networks employed by the City of Elko.
- Implement optimizations to all IT systems run by the City of Elko.
- Plan and perform the implementation of changes to policies and documentation concerning all IT systems operated by the City.
- Analyze and resolve network security issues.
- Train helpdesk staff to increase technical ability.
- Coach helpdesk staff in regards to customer service relationships.
- Manage helpdesk staff time, schedule, and priorities.

- Direct duties and schedules of contractors.
- Perform preventative maintenance on all network devices, physical servers, virtual machines, hypervisor systems, and storage devices.
- Monitor and optimize backup systems for all systems and devices in the City's computer network.
- Make purchases and approve payment of purchases in compliance with purchasing policy.
- Support IS Manager in the generation of the annual IS budget.
- Stay current on and educated in advances in the fields under which the administrator is responsible.

QUALIFICATIONS FOR EMPLOYMENT:

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

Knowledge of:

- Windows administration
- Windows Server administration
- Linux and Unix Administration
- Switch Administration
- Hypervisor Administration
- Wireless AP/Controller administration
- Router Administration
- Firewall Administration
- VPN Systems
- Storage Systems
- Patch Management
- Backup management
- IT Documentation
- IT Security and security standards compliance
- On-premises Exchange Management
- Microsoft SQL Management
- Programming fundamentals (Powershell, batch, and SQL preferred)

<u>Skill to:</u>

The position requires that the administrator be capable of handling their duties without immediate supervision as quickly as possible. All work with the systems above must result in little to no impact on user productivity or IS budget. The administrator must be able to minimize downtime prior to and during a loss of a system with an emphasis on preventative maintenance.

Ability to:

Communicate clearly and concisely, both orally and in writing. Perform the duties of the position while also fostering and maintaining a positive working relationship with all City departments and with those contacted in the course of work. Priority must be given to avoiding all possible disruption to the end user. The administrator will be tasked with helping other departments meet their work requirements in a quicker, more secure, more reliable means. In order to meet the goals of serving the department and the user, the administrator must be able to balance availability, integrity, and confidentiality in all applications of the City's IT systems.

Required Certifications and Licenses:

Possession of a current and valid driver's license; ability to obtain a valid Nevada driver's license within six (6) months of hire date.

Experience and Training

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

Possession of a High School Diploma or equivalent

Two (2) years of experience in administering server and/or networking infrastructure

Desired Education and Experience

A relevant Associates or Bachelor's degree from an accredited college or university.

Information Technology industry-recognized certifications One (1) to two (2) years of supervisory experience

Physical and Mental/Intellectual Requirements:

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

Ability to work in a standard office environment with the ability to sit, stand, walk, kneel, stoop, twist, and lift 50 lbs. There may be some exposure to electrical hazards. The administrator must have the ability to travel to different sites and locations. Ability to interact professionally, communicate effectively, and exchange information accurately with all internal and external customers. Ability to appropriately handle stress and interact with others, including supervisors,

coworkers, customers and contractors. Regular and consistent punctuality and attendance.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer. *Working Conditions:*

Work is performed under the following conditions:

Position functions indoors in an office type environment where most work is performed at a desk. Position may occasionally be required to work in other offices as service calls require. May require work in confined spaces. The environment is generally clean with limited exposure to conditions such as dust, fumes, noise, or odors. Climbing of radio towers and/or water towers will occasionally be required. Frequent interruptions to planned work activities occur.

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

Employee's Signature

Date Signed

Elko City Council Agenda Action Sheet

- 1. Title: Review, consideration, and possible approval of the revised position description for Information Systems Manager, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: April 10, 2018
- 3. Agenda Category: **PERSONNEL**
- 4. Time Required: **5 Minutes**
- 5. Background Information: The Information Systems Manager position description has been revised and updated to more accurately reflect the actual requirements and qualifications of the position, in addition to the actual duties performed, and to comply with updated position description standards as recommended by POOL/PACT. AB
- 6. Budget Information:

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

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information: **Copy of proposed position description**
- 9. Recommended Motion: Approve the revised Information Systems Manager position description as presented effective April 10, 2018
- 10. Prepared By: Aubree Barnum, Human Resources Manager
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Council Agenda Distribution:

City of Elko, Nevada – Employment Position Description

Department:Information SystemsTitle:Information Systems Manager

FLSA Status:

Exempt

Created: February, 2006 Last Revised: January, 2018

DEFINITION

Under administrative direction, the Information Systems (IS) Manager is responsible for the oversight of the Information Systems Department. This includes ensuring the proper functioning of all IS hardware and software deployed in support of City business as well as Elko Central Dispatch (ECD). This position will coordinate and interact with all departments, senior staff, internal and external management levels, executives and officials, as well as members of the public, and relevant councils/boards to provide IS solutions in support of new initiatives for expanded functionality or increased efficiency. The manager is responsible for the development of the overall IS strategy and policy to meet the needs of the City while reducing the risk of loss of the confidentiality, integrity, or availability of City data.

DISTINGUISHING CHARACTERISTICS

This position is the most senior in the IS Department. Reporting to the Director of Administrative Services, this middle management role is responsible for all staff and functions of the IS Department. This position requires the manager to understand fully, all technical aspects of the services provided by the IS Department to the City and ECD. Further, the manager must have the ability to lead and manage a team of technicians in a manner that is both financially and ethically responsible while also supporting the professional growth of the technical staff.

SUPERVISION EXERCISED

Exercises direct and/or indirect supervision of all Information Systems staff including scheduling and timesheets. Performs annual performance evaluation of employees.

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

- Develop, maintain, and enforce focus, methods, and policies for the IS Department.
- Develop and/or modify IS policies for non-IS city staff.

- Ensure proper functioning of all software, hardware, and networks deployed in the service of the City and ECD.
- Coordinate with stakeholders on projects to expand functionality or efficiency in City of ECD business.
- Plan deployment of all new services or reconfiguration of services in a manner that best suites modern networks with a focus on security data.
- Ensure compliance with recognized standards, practices, and regulations applicable to information systems.
- Coordinate with City staff, Public Safety Agencies, State Departments, Federal Agencies, members of the public, companies, and contractors to increase broadband penetration in the City of Elko and surrounding areas.
- Coordinate with City staff, contractors, and companies to assist with the deployment of private utility-scale networks in a manner that best serves the City and surrounding communities.
- Plan and oversee the deployment of the City owned fiber and wireless networks for the primary purpose of interconnecting City properties and County properties. Secondarily, to manage the use of excess fibers for any other purposes as deemed appropriate by senior City staff and the City Council.
- Establish and manage contractor relationships and duties.
- Establish and manage vendor/manufacturer relationships.
- Establish and manage maintenance contracts.
- Establish and manage interconnectivity agreements including private, public, and ISP connectivity.
- Budget and plan for each fiscal year in order to suite the ever-expanding needs of the network in a fiscally responsible manner.
- Budgeting of annual capital projects.
- Analyze cost/benefit of all IS projects and staff proposals. This includes the cost/benefit of scheduling of IS resources to perform work and set department priorities as well as hardware/software purchases.
- Approval of bill payment through the finance department of IS Department purchases.
- Manage directly or indirectly all IS staff with a focus of expanding the ability of the technical team to better meet the needs of modern networks.
- Provide technical leadership to all IS staff.
- Stay abreast of improvements to technical systems that could better meet the business needs of the City and ECD.
- Stay current on risks to networks and the best means to prevent or reduce compromise.
- Establish, modify, and implement a Disaster Recovery Plan in accordance with City and ECD priorities.

QUALIFICATIONS FOR EMPLOYMENT:

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

Knowledge of:

- Personnel management
- Long term project planning
- Short term project planning
- Large-scale network planning
- Critical computing systems planning
- Budgeting
- Windows Server Platforms
- Hypervisor Platforms
- Linux/Unix Server Platforms
- SQL Server Administration
- MS Exchange Management
- Vendor-neutral switching, routing, firewall, wireless controllers, wireless Aps, and VPN systems.
- Cisco specific switching, routing, and ASA administration.
- HP specific switching and routing.
- SonicWALL specific firewalls and VPN gateways.
- Fiber communications
- Copper communications
- Wireless communications
- Ethernet communications
- TCP/IP communications
- Storage Systems
- Network Security
- IT standards and regulations
- Programming fundamentals
- Windows administration
- Municipal and County Government processes in regards to organizational leadership and decision-making.

Skill to:

Manage technical staff and public safety critical systems in a manner that reduces network downtime to a minimum. Implement systems at the greatest cost/value point possible. Operate a network and manage IS staff in a manner that promotes the long-term health and security of the City and ECD network environment.

Ability to:

Communicate clearly and concisely, both orally and in writing. Establish, maintain, and foster positive working relationships with other departments and with those contacted in the course of work, to meet business objectives without compromising the IS missions of providing services as securely as possible. Manage a city-wide network to the benefit of the City as an organization and the community at large. The manager must be able to respond to high-pressure situations that require decisions that can impact public safety response times as well as City business productivity.

Required Certifications and Licenses:

Possession of a current valid State of Nevada driver's license

Experience and Training

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

- Equivalent to a Bachelor's degree from an accredited college or university in a computer science, engineering, or related field.
- Direct experience as an IS Manager or related role.
- Five (5) years of responsible information systems management experience.
- Seven (7) years of related technical experience.
- Industry recognized security, project management, networking, and server administration certifications.

Physical and Mental/Intellectual Requirements:

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

Ability to work in a standard office environment with the ability to sit, stand, walk, kneel, stoop, twist, and lift 50 lbs. There may be some exposure to electrical hazards. The manager must have the ability to travel to different sites and locations.

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

Working Conditions:

Work is performed under the following conditions:

Position functions indoors in an office type environment where most work is performed at a desk. Position may occasionally be required to work in other offices as service calls require. May require work in confined spaces. The environment is generally clean with limited exposure to conditions such as dust, fumes, noise, or odors. Climbing of radio towers and/or water towers will occasionally be required. Frequent interruptions to planned work activities occur

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

Employee's Signature

Date Signed

Elko City Council Agenda Action Sheet

- 1. Title: Review of the bids received and possible award of the Plantmix Bituminous Pavement Materials to be used for the Year 2018 Construction Season, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: April 10, 2018
- 3. Agenda Category: APPROPRIATION
- 4. Time Required: **5 Minutes**
- 5. Background Information: Bids were received until 3:00 p.m. local time on Thursday, March 29, 2018. DS
- 6. Budget Information: Estimated amount to be used is 2,400 tons

Appropriation Required: **\$200,000.00** Budget amount available: **\$200,000.00** (requested in the 2018/19 FY budget) Fund name: General Fund; Public Works Dept.; Hot-mix and Street Repairs

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information: A Bid Tab is included in the packet.
- 9. Recommended Motion: Award the bid for the Plantmix Bituminous Pavement materials for the 2018 Construction Season to Staker Parson Co.
- 10. Prepared By: **Dennis Strickland, Public Works Director**
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Agenda Distribution: <u>cfisherman@stakerparson.com</u> <u>Mike.Newby@stakerparson.com</u>

CITY OF ELKO BID TABULATION FOR HOT-PLANTMIX ASPHALT APRIL 2018

BIDDER'S NAME: ADDRESS: CITY & STATE: PHONE NO.: FAX NO.: Staker-Parsons 2755 Last Chance Road Elko, NV 89803 (775)738-8155 (775)753-8851

Item No.	Description	Quantity	2017 Price	2018 Bid Price
1	Delivered PG64-22 Type 2 Hot Plant-mix	Per Ton	\$87.09	\$91.45
2	Picked up at plant PG64-22 Type 2 Hot Plant-mix	Per Ton	\$79.12	\$83.08
3	Delivered PG64-22 Type 3 Hot Plant-mix	Per Ton	\$90.54	\$95.07
4	Picked up at plant PG64-22 Type 3 Hot Plant-mix	Per Ton	\$82.57	\$86.70

Elko City Council Agenda Action Sheet

- 1. Title: Review, consideration, and possible award of a bid for the Sports Complex Project, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: April 10, 2018
- 3. Agenda Category: APPROPRIATION
- 4. Time Required: **15 minutes**
- 5. Background Information: Bids were received until 3:00 p.m. on April 4, 2018. Four bids were received. Staff recommends consideration of an award including the Base Bid and additive alternates 1 through 4. A complete bid tabulation is provided in your packet.

If this project is awarded, there are additional expenses, outside of this contract, in the amount of \$337,871.00 to cover the costs for NV Energy, QA/QC testing, 404 permit management, and historical preservation management. This cost does not include either purchase or lease of field lights. SAW

6. Budget Information:

Appropriation Required: **TBD based on award** Budget amount available: **\$8,400,000 (projected this year)** Fund name: **Recreation**

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information: A complete bid tabulation.
- 9. Recommended Motion: Pleasure of the Council.
- 10. Prepared by: Scott Wilkinson, Assistant City Manager
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Council Agenda Distribution:



City of Elko - Assistant City Manager 1751 College Avenue Elko, NV 89801 (775) 777-7211 FAX (775) 777-7219

<u>Memorandum</u>

To: City Council
From: Scott A. Wilkinson – Assistant City Manager
RE: Sports Complex Bid Award
Date: April 5, 2018

Bids for the above referenced project were received and opened on April 4, 2018. Four bids were submitted. The bids are shown on the attached bid tab.

Granite Construction Company was the apparent low bidder on the base bid items and also the low bidder with consideration of the additive alternates 1-4. Granite Construction Company's bid has been determined to be responsive.

Staff is recommending an award to Granite Construction Company in the amount of \$6,781,516.66. The award is to include a base bid in the amount of \$5,011,011.00; Additive Alternate #1 in the amount of \$202,500.00; Additive Alternate #2 in the amount of \$27,500.00; Additive Alternate #3 in the amount of \$1,124,459.77 and Additive Alternate #4 in the amount of \$416,045.89.

Attachment:

Bid Tab

CITY OF ELKO

BID TABULATION * RE-BID* FOR

Sports Complex

2017-2018

April 4, 2018

NAME ADDRES CITY, ST/ PHONE						Granite Construction Co. 1900 Glendale Ave Sparks, NV 89431 775-530-8034		High Mark Construction 3755 Manzanita Ln. Elko, NV 89801 775-753-0986		Great Basin Engineering Contractors PO Box 369 Elko, NV 89803 775-340-8365		Remington Construction 445 5th Street Elko, NV 89801 775-738-6001
Bid Item No.	<u>ltem No.</u>	Description of Work	Quantity	Unit	Unit Price	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT	<u>Unit Price</u>	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT
		CLEARING EARTHWORK										
1	337.01200	Mobilization @Per Lump Sum	1	LS	\$445,350.00	\$ 445,350.00	\$481,768.00	\$ 481,768.00	\$330,000.00	\$ 330,000.00	\$717,704.00	\$ 717,704.00
2	City Standard	SWPPP - Includes 10'X10' basin below existing storm water outflow pipe includes filter fence around soil and fill stockpile areas. @Per Lump Sum.	1	LS	\$180,000.00	\$ 180,000.00	\$648,171.00	\$ 648,171.00	\$109,377.23	\$ 109,377.23	\$175,000.00	\$ 175,000.00
3	300	Site Cleaning, Grubbing to be stockpiled on site in future phase area, concrete and other manmade debris to be removed from the site., Concrete curb cutting/removal covered in Civil Bid schedule, Includes clearing wetland/restoration area @ Per Acre	61.12	Acres	\$1,500.00	\$ 91,680.00	\$4,308.00	\$ 263,304.96	\$3,750.07	\$ 229,204.28	\$4,500.00	\$ 275,040.00
4	31.2316	Topsoil Stripping and Stockpile 6" depth Includes wetland/restoration area includes future work areas Includes fine grading of landscape areas @ Per Acre.	61.12	Acres	\$2,300.00	\$ 140,576.00	\$6,592.00	\$ 402,903.04	\$6,257.51	\$ 382,459.01	\$5,000.00	\$ 305,600.00
5	31.2316	Topsoil Placement Includes wetland/restoration area, future work areas, fine grading of landscape areas, lawn inside and outside of ball fields. @per Cubic Yard.	19,451	Cubic Yards	\$6.00	\$ 116,706.00	\$6.55	\$ 127,404.05	\$8.12	\$ 157,942.12	\$9.00	\$ 175,059.00
6	303.00	Excavation and Rough Grading Includes wetland & restoration cut (approx. 40,000 yards) Includes stockpile of excess fill material (approx. 20,000 yards) @ per Cubic Yards	158,702	Cubic Yards	\$7.00	\$ 1,110,914.00	\$7.72	\$ 1,225,179.44	\$7.45	\$ 1,188,677.98	\$10.00	\$ 1,587,020.00

ELECTRICAL UTILITIES

NAME ADDRESS CITY, STA PHONE						Granite Construction Co. 1900 Glendale Ave Sparks, NV 89431 775-530-8034		High Mark Construction 3755 Manzanita Ln. Elko, NV 89801 775-753-0986		Great Basin Engineering Contractors PO Box 369 Elko, NV 89803 775-340-8365		Remington Construction 445 5th Street Elko, NV 89801 775-738-6001
Bid Item No.	Item No.	Description of Work	Quantity	Unit	Unit Price	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT
7	Section E	Electrical Service Connection, Include transformer and concrete pad, metering gear, conduit and pull boxes from Bullion Road to transformer, and conduit and pull boxes from transformer to building. @ per Lump Sum.	1	LS	\$120,000.00	\$ 120,000.00	\$84,465.00	\$ 84,465.00	\$107,490.81	\$ 107,490.81	\$94,000.00	\$ 94,000.00
8	Section E	Parking Lot Lighting Conduit Includes N-9 Junction Box and 2 conduit runs with pull strings, to future building for future parking lot light per Addendum #2. Includes trenching backfill, compaction @per lump Sum	1	LS	\$8,600.00	\$ 8,600.00	\$14,571.00	\$ 14,571.00	\$9,658.01	\$ 9,658.01	\$9,000.00	\$ 9,000.00
9	Section E	(P-1) Parking Lot Lighting - Removed from this bid		111.0	\$0.00	\$.	\$0.00	\$ -	\$0.00	\$ -	\$0.00	\$ -
10	Section E	(R-1) Roadway Lighting Removed from this bid			\$0.00	\$	\$0.00	\$ -	\$0.00	\$ -	\$0.00	\$ -
11	Section E	(W-1) Walkway Lighting- Includes pole base, conduit, conductor, junction box, and pole, per plan. Includes trenching, backfill, compaction @ per Each.	8	Each	\$7,200.00	\$ 57,600.00	\$6,534.00	\$ 52,272.00	\$8,104.67	\$ 64,837.36	\$8,000.00	\$ 64,000.00
12	Section E	(R-1) Roadway Lighting (Pole Base Only) Includes pole base, conduit & pull string, junction box Includes trenching, backfill, compaction @ per Each.	4	Each	\$5,400.00	\$ 21,600.00	\$4,432.00	\$ 17,728.00	\$6,055.56	\$ 24,222.24	\$6,000.00	\$ 24,000.00
13	Section E	Scoreboard Power - Includes conduit, conductor junction box and connection to scoreboard- Includes trenching, backfill, compaction @per Lump Sum.	1	LS	\$18,500.00	\$ 18,500.00	\$21,341.00	\$ 21,341.00	\$20,829.19	\$ 20,829.19	\$20,000.00	\$ 20,000.00
14	Section E	Irrigation Pump Station Power - Includes conduit, conductor junction box Includes trenching, backfill, compaction @ per Lump Sum.	1	LS	\$6,700.00	\$ 6,700.00	\$12,175.00	\$ 12,175.00	\$7,521.63	\$ 7,521.63	\$7,000.00	\$ 7,000.00
15	Section E	Flagpole Lighting Conduit- Includes conduit, pull strings, junction box, No conductor, no fixtures. Includes trenching, backfill, compaction @ per Lump Sum	1	LS	\$6,400.00	\$ 6,400.00	\$7,606.00	\$ 7,606.00	\$7,588.51	\$ 7,588.51	\$7,000.00	\$ 7,000.00
16	Section E	Sports Lighting Components - Includes conduit, pull strings, junction boxes, no conductor. Includes trenching, backfill, and compaction @per Each.	15	Each	\$3,200.00	\$ 48,000.00	\$4,370.00	\$ 65,550.00	\$4,580.21	\$ 68,703.15	\$3,300.00	\$ 49,500.00

AME ADDRES TTY, ST/ HONE						Granite Construction Co. 1900 Glendale Ave Sparks, NV 89431 775-530-8034		High Mark 3755 Man Elko, NV 8 775-753-0	9801		Great Basin Engineering Contractors PO Box 369 Elko, NV 89803 775-340-8365		Remington Construction 445 5th Street Elko, NV 89801 775-738-6001
Bid Item No.	ltem No.	Description of Work	Quantity	Unit	Unit Price	TOTAL AMOUNT	Unit Price	TOT	AL AMOUNT	Unit Price	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT
		SITE CONCRETE /ASPHALT (EXCLUDING ROADS OR PARKING LOT)								-			
17	Per Detail	6' Precast Concrete Fence - Includes grading, footings for posts and aggregate base @per Lineal Foot	1950	LF	\$125.00	\$ 243,750.00	\$93.00	\$	181,350.00	\$206.59	\$ 402,850.50	\$260.00	\$ 507,000.00
		PLANTING AND MULCH (EXCLUDES PLAYING FIELDS)											
18	32.9113.16	Rock Mulch in Drain Channel: 3"-6" Cobble 8" Depth @per Cubic Yard.	150	СҮ	\$250.00	\$ 37,500.00	\$133.00	\$	19,950.00	\$283.79	\$ 42,568.50	\$195.00	\$ 29,250.00
		IRRIGATION (EXCLUDES PLAYING FIELDS)			-						11		
19	32.8423	Water Source to Wetlands 2" PVC pipe and valve @per Lineal Foot	700	LF	\$12.00	\$ 8,400.00	\$13.00	\$	9,100.00	\$13.62	\$ 9,534.00	\$33.00	\$ 23,100.00
20	32.8423	Mainline Irrigation Installation Includes connection to pump station, mainline, communication wire, control valves, isolation valves, quick coupler valves, and associated equipment as shown on the LI sheets. @ per Lump Sum.	1	LS	\$275,000.00	\$ 275,000.00	\$627,000.00	\$	627,000.00	\$272,440.36	\$ 272,440.36	\$65,000.00	\$ 65,000.00
21	÷	12" Ø reuse water line from point of connection includes trenching and compaction @per Lineal Foot.	250	LF	\$97.00	\$ 24,250.00	\$96.00	\$	24,000.00	\$164.60	\$ 41,150.00	\$83.00	\$ 20,750.00
22	Per Detail	Pump Station Includes engineered shop drawings by vendor Includes offloading and set station, 10" Ø reuse line, connection to power stub, start up and testing includes concrete pad and cabinet as specified. @per Lump Sum.	1	LS	\$200,000.00	\$ 200,000.00	\$145,374.00	\$	145,374.00	\$226,121.10	\$ 226,121.10	\$200,000.00	\$ 200,000.00
		WETLAND MITIGATION AND RESTORATION AREA											
23	32.9260	Wetland Seed Mix Hydro-mulch @perper	4.9	Acres	\$5,400.00	\$ 26,460.00	\$5,854.00	\$	28,684.60	\$6,073.15	\$ 29,758.44	\$3,000.00	\$ 14,700.00
24	32.9260	Upland Seed Mix Hydro-mulch @per Acres	5.1	Acres	\$4,400.00	\$ 22,440.00	\$5,562.00	\$	28,366.20	\$4,903.92	\$ 25,009.99	\$3,000.00	\$ 15,300.00
25	32.9260	Transition Seed Mix Hydro-mulch @ per Acre.	1.5	Acres	\$4,800.00	\$ 7,200.00	\$5,656.00	\$	8,484.00	\$5,403.40	\$ 8,105.10	\$3,000.00	\$ 4,500.00
26	32.9000	Deciduous Trees: 1" Caliper Furnish and install trees per plan and specification @per Each.	141	Each	\$470.00	\$ 66,270.00	\$293.00	\$	41,313.00	\$527.86	\$ 74,428.26	\$260.00	\$ 36,660.00
27	32.9000	Shrubs: 1 Gallon - Furnish and install shrubs per plan and specification @per Each.	300	Each	\$92.00	\$ 27,600.00	\$69.00	\$	20,700.00	\$103.30	\$ 30,990.00	\$100.00	\$ 30,000.00

IAME DDRESS ITY, STA HONE						190 Spa	nite Construction Co. DO Glendale Ave arks, NV 89431 5-530-8034		3755 Elko,	Mark Construction Manzanita Ln. NV 89801 753-0986		
Bid Item No.	<u>Item No.</u>	Description of Work	Quantity	Unit	Unit Price		TOTAL AMOUNT	Unit Price		TOTAL AMOUNT	Unit Price	
28	32.9000	Willow Whips - Furnish and install willow whips per plan and specification @ per Each	3900	Each	\$4.50	\$	17,550.00	\$6.00	\$	23,400.00	\$5.05	5
29	32.9000	Sedge and Rush Seedlings - Furnish and install wetland seedlings per plan and specification @per Each.	54,200	Each	\$5.00	\$	271,000.00	\$5.23	\$	283,466.00	\$5.73	3
		CIVILWORK										Ť
30	303-0100	Grading of 2' Depth Drainage Ditch @per 100 Feet.	9	STA (100')	\$900.00	\$	8,100.00	\$1,532.00	\$	13,788.00	\$3,476.65	5
31	303-0200	Grading of 4' Depth Drainage Ditch @ per 100 Feet.	6	STA (100')	\$1,300.00	\$	7,800.00	\$1,812.00	\$	10,872.00	\$8,426.67	,
32	306-0001	18" Drainage junction structures @Each.	1	Each	\$4,400.00	\$	4,400.00	\$4,595.00	\$	4,595.00	\$2,356.42	2
33	306-0002	24" Drainage Junction structures @ per Each	7	Each	\$4,800.00	\$	33,600.00	\$4,340.00	\$	30,380.00	\$4,264.12	2
34	306-0100	6 inch dia. Corrugated PP N-12 storm drain @ Per Lineal Foot.	140	LF	\$77.00	\$	10,780.00	\$38.00	\$	5,320.00	\$46.38	3
35	306-0200	10"dia. Corrugated PP N-12 storm drain pipe @ per Lineal Foot.	245	LF	\$90.00	\$	22,050.00	\$54.00	\$	13,230.00	\$64.24	1
36	306-0300	12 inch dia. Corrugated PP N-12 storm drain pipe @ per Lineal Foot	40	LF	\$110.00	\$	4,400.00	\$66.00	\$	2,640.00	\$69.64	4
37	306-0301	18" Dia. Corrugated PP N-12 storm drain pipe @ per Line Foot.	990	LF	\$95.00	\$	94,050.00	\$62.00	\$	61,380.00	\$50.57	,
38	306-0400	24" dia. Corrugated PP N-12 Storm drain pipe @ Lineal Foot.	840	LF	\$115.00	\$	96,600.00	\$92.00	\$	77,280.00	\$74.88	3
39	306-0500	30" dia. Corrugated PP N -12 storm drain @ per Lineal Foot.	330	LF	\$145.00	\$	47,850.00	\$120.00	\$	39,600.00	\$137.24	1
40	306-0600	42" dia. Corrugated PP N-12 storm drain @ per Lineal Foot.	950	LF	\$215.00	\$	204,250.00	\$199.00	\$	189,050.00	\$192.61	1
41	306-0700	48" dia. Corrugated PP N-12 storm drain @ per Lineal Foot.	540	LF	\$250.00	\$	135,000.00	\$216.00	\$	116,640.00	\$253.33	3
42	306-0800	Concession & Field drainage inlets @per Each.	6	Each	\$2,900.00	\$	17,400.00	\$1,329.00	\$	7,974.00	\$1,186.98	3
43	305-0100	Grading Fill - Berms @per Cubic Yards.	30	CY	\$170.00	\$	5,100.00	\$36.00	\$	1,080.00	\$92.43	3
44	305-0200	Rock Riprap inlet and outlet Protection @per Square Yard.	130	SY	\$90.00	\$	11,700.00	\$94.00	\$	12,220.00	\$106.47	,
45	305-0300	Grouted Riprap @per Square Yard.	300	SY	\$130.00	\$	39,000.00	\$89.00	\$	26,700.00	\$93.24	1
46	323-0200	Type 4R drainage inlet @per Each	4	Each	\$4,800.00	\$	19,200.00	\$3,272.00	\$	13,088.00	\$5,654.11	1

	PO Bo Elko, N	Basin Engineering Contractors x 369 VV 89803 40-8365		Remington Construction 445 5th Street Elko, NV 89801 775-738-6001					
	TO	TAL AMOUNT	Unit Price	<u>10</u>	TAL AMOUNT				
5	\$	19,695.00	\$5.00	\$	19,500.00				
3	\$	310,566.00	\$5.00	\$	271,000.00				

\$900.00	\$	8,100.00
\$900.00	3	8,100.00
\$2,000.00	\$	12,000.00
\$5,000.00	\$	5,000.00
\$6,000.00	\$	42,000.00
\$65.00	\$	9,100.00
\$80.00	\$	19,600.00
\$130.00	\$	5,200.00
\$100.00	\$	99,000.00
\$160.00	\$	134,400.00
\$170.00	\$	56,100.00
\$200.00	\$	190,000.00
\$260.00	\$	140,400.00
\$3,000.00	\$	18,000.00
\$70.00	\$	2,100.00
\$130.00	\$	16,900.00
\$140.00	\$	42,000.00
\$8,000.00	\$	32,000.00

\$ 31,289.85
\$ 50,560.02
\$ 2,356.42
\$ 29,848.84
\$ 6,493.20
\$ 15,738.80
\$ 2,785.60
\$ 50,064.30
\$ 62,899.20
\$ 45,289.20
\$ 182,979.50
\$ 136,798.20
\$ 7,121.88
\$ 2,772.90
\$ 13,841.10
\$ 27,972.00
\$ 22,616.44

NAME ADDRESS CITY, STA PHONE						19	ranite Construction Co. 900 Glendale Ave parks, NV 89431 75-530-8034		3755 Elko	Mark Construction 5 Manzanita Ln. , NV 89801 753-0986		Great Ba Con PO Box 3 Elko, NV 775-340-
Bid Item No.	Item No.	Description of Work	Quantity	Unit	Unit Pric	<u>e</u>	TOTAL AMOUNT	Unit Price		TOTAL AMOUNT	Unit Price	TOTA
47	323-0300	60" dia. Storm Drain Manholes @per Each	5	Each	\$9,300.0	\$	46,500.00	\$6,741.00	\$	33,705.00	\$10,131.90	\$
48	323-0400	48" dia. Sanitary Sewer Manholes @per Each.	7	Each	\$6,900.0) \$	48,300.00	\$5,421.00	\$	37,947.00	\$7,480.24	\$
49	306-0700	12" dia. PVC SDR-35 Sanitary Sewer Pipe @per Lineal Foot.	2,035	LF	\$88.00	\$	179,080.00	\$86.00	\$	175,010.00	\$115.94	\$
50	306-0800	8" dia. PVC SDR-35 Sanitary Sewer Service Pipe @ per Lineal Foot.	50	LF	\$80.00	\$	4,000.00	\$64.00	\$	3,200.00	\$99.57	\$
51	307-0100	12" AWWA C900 Class 150 SDR 18 PVC Pressure Pipe @ per Lineal Foot.	2,115	LF	\$115.00	\$	243,225.00	\$104.00	\$	219,960.00	\$97.07	\$
52	307-0200	Cut 12" line, cap 12" line & remove valve box @ per Lump Sum.	1	LS	\$4,600.0	o \$	4,600.00	\$1,923.00	\$	1,923.00	\$2,909.44	\$
53	307-0600	2" Backflow Prevention Assembly @per Each.	1		\$6,800.0	o \$	6,800.00	\$6,778.00	\$	6,778.00	\$7,894.90	\$
54	307-1000	2" ips, 200 psi Polly Water Service Line (includes tap) @per Lineal Foot.	460	LF	\$63.00	\$	28,980.00	\$26.00	\$	11,960.00	\$33.94	\$
55	307-1100	6" AWWA C900 Fire Service Line @per Lineal Foot.	50	LF	\$140.00	\$	7,000.00	\$120.00	\$	6,000.00	\$105.03	\$
56	307-1200	Fire Hydrant Assembly (includes 1 6" GV) @ per Each.	2	Each	\$12,000.0	0\$	24,000.00	\$10,046.00	\$	20,092.00	\$9,954.57	\$
57	307-1300	Special Construction Utility crossing(s) @per Each.	8	Each	\$3,800.0	o \$	30,400.00	\$1,401.00	\$	11,208.00	\$2,309.71	\$
58		Remove and dispose of 12" diameter water main @per Lineal Foot.	1,000	LF	\$16.00	\$	16,000.00	\$10.00	\$	10,000.00	\$11.68	\$
59		Construction 5'x5' drainage structure as shown on sheet C-10 and detail 4 on sheet C-24 @Per Each	1	Each	\$10,800.0	0 \$	10,800.00	\$8,137.00	\$	8,137.00	\$12,001.01	\$
1	Total Base Bids					\$	5,011,011.00		\$	6,037,383.29		\$
				_		_			-			Item # 33

		Basin Engineering Contractors		Remin	gton Construction
-	PO Box	x 369 VV 89803			h Street VV 89801
		10-8365			38-6001
	<u>TO</u>	TAL AMOUNT	<u>Unit Price</u>	Ţ	DTAL AMOUNT
0	\$	50,659.50	\$12,000.00	\$	60,000.00
4	\$	52,361.68	\$9,000.00	\$	63,000.00
4	\$	235,937.90	\$120.00	\$	244,200.00
7	\$	4,978.50	\$130.00	\$	6,500.00
7	\$	205,303.05	\$130.00	\$	274,950.00
4	\$	2,909.44	\$5,000.00	\$	5,000.00
0	\$	7,894.90	\$7,000.00	\$	7,000.00
4	\$	15,612.40	\$60.00	\$	27,600.00
3	\$	5,251.50	\$130.00	\$	6,500.00
7	\$	19,909.14	\$11,000.00	\$	22,000.00
1	\$	18,477.68	\$2,000.00	\$	16,000.00
8	\$	11,680.00	\$15.00	\$	15,000.00
1	\$	12,001.01	\$7,000.00	\$	7,000.00
T	\$	5,536,132.92		\$	6,333,333.00
		5,536,132.92 33 written			\$

Item # 33 written amount should be \$29,848.84 - Item # 49 written amount should be \$235,937.90

AME DDRESS ITY, STATE HONE				Granite Construction Co. 1900 Glendale Ave Sparks, NV 89431 775-530-8034		High Mark Construction 3755 Manzanita Ln. Elko, NV 89801 775-753-0986		Great Basin Engineering Contractors PO Box 369 Elko, NV 89803 775-340-8365		Remington Construction 445 5th Street Elko, NV 89801 775-738-6001	
Bid Item Item No.	Description of Work	Quantity	Unit	Unit Price	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT
									Item # 36 Sixty nine dollars and 24 cents is written. Bid tab- Unit		

price is written \$69.65

(off .01)

ALTERNATES							
Description of West	Quantity	Unit	Unit Price	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT	Unit Price
Description of Work							

		Description of Work	Quantity	Unit	Unit Price	TO	TAL AMOUNT	Unit Price	Ţ	OTAL AMOUNT	Unit Price	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT
		ADDITIVE ALTERNATE #1			1									
1	Sports Light Plans	Sports Light Poles and precast pole bases (owner provided poles and control equipment)-Install per light pole provider specifications @per Each	15	EA	\$13,500.00	\$	202,500.00	\$13,117.00	\$	196,755.00	\$13,560.74	\$ 203,411.10	\$14,000.00	\$ 210,000.00
	Total Additive Alternate #1					\$	202,500.00		\$	196,755.00		\$ 203,411.10		\$ 210,000.00

		ADDITIVE ALTERNATE #2				 						
1	Section E	Sports Field Lighting (wire only)-Includes installation of conductor for sports light fixtures @per Lump Sum	1	LS	\$27,500.00	\$ 27,500.00	\$0.00	\$ 26,256.00	\$27,758.69	\$27,758.69	\$30,000.00	\$30,000.00
	Total Additive Alternate #2					\$ 27,500.00		\$ 26,256.00		<u>\$27,758.69</u>		<u>\$30,000.00</u>

ADDITIVE ALTERNATE #3 - 1 ~ 250' PLAYING (NATURAL GRASS)

		GRASS				 		the second s					
1	Section C	Fine Grading @per	102,465	SF	\$0.08	\$ 8,197.20	\$0.52	\$	53,281.80	\$0.08	\$8,197.20	\$1.00	\$102,465.00
2	Section C	Infield Mix Compacted, in place. Includes fine grading of subgrade @per Square Foot	47,173	SF	\$10.65	\$ 502,392.45	\$3.01	\$	141,990.73	\$10.71	\$505,222.83	\$9.00	\$424,557.00

NAME ADDRESS CITY, STAT PHONE	ΓE					190 Spa	ite Construction Co. O Glendale Ave rks, NV 89431 -530-8034		High Mark Construction 3755 Manzanita Ln. Elko, NV 89801 775-753-0986		
Bid Item No.	Item No.	Description of Work	Quantity	Unit	Unit Price		TOTAL AMOUNT	<u>Unit Price</u>	TOTAL AMOUNT	Unit Price	
3	Section C	Warning Track Mix Compacted, in place @ per Square Foot	27,808	SF	\$6.44	\$	179,083.52	\$2.05	\$ 57,006.40	\$6.48	
4	Section C	Dugout Includes fencing, roof, concrete pad, bench, and associated equipment @per Each	4	EA	\$31,500.00	\$	126,000.00	\$29,948.00	\$ 119,792.00	\$67,769.99	
5	Section C	Bullpen Mound @per Each	4	EA	\$5,300.00	\$	21,200.00	\$9,967.00	\$ 39,868.00	\$4,787.92	
6	Section C	Irrigation includes field mainlines, control valves, communication wire, isolation valves, laterals, head, and associated equipment as shown on the SR sheets @ per Square Foot	64,585	SF	\$1.96	\$	126,586.60	\$1.51	\$ 97,523.35	\$1.97	
7	Section C	Backstop Fencing Per detail 1, sheet SR 609 @ per Each	2	EA	\$42,000.00	\$	84,000.00	\$42,828.00	\$ 85,656.00	\$36,183.17	
8	Section C	Sports Equipment Includes bases, base anchors, home plates, and foul poles. (Pitching mounds are owner provided) @per field	2	Fields	\$9,500.00	\$	19,000.00	\$9,518.00	\$ 19,036.00	\$9,575.84	
9	Section C	Bullpen Fencing Includes all fencing from the dugout to the far end of the bullpen, per detail 1, sheet SR 608. @ per Each.	4	EA	\$14,500.00	\$	58,000.00	\$14,795.00	\$ 59,180.00	\$21,218.95	
	otal Additive			·		\$	1,124,459.77		\$ 673,334.28		T

ADDITIVE ALTERNATE #4

1 - 250' PLAYING FIELD (NATURAL GRASS)

						-		-			
1	Section C	Fine Grading @per Square Foot.	63,855	SF	\$0.09	\$	5,746.95	\$0.49	\$ 31,288.95	\$0.09	\$5,746.95
2	Section C	Infield Mix Compacted, in place. Includes fine grading of subgrade @per Square Foot	13,842	SF	\$10.65	\$	147,417.30	\$3.04	\$ 42,079.68	\$10.71	\$148,247.82
3	Section C	Warning Track Mix Compacted, in place @ per Square Foot	9,142	SF	\$6.44	\$	58,874.48	\$2.28	\$ 20,843.76	\$6.48	\$59,240.16
4	Section C	Dugout Includes fencing, roof, concrete pad, bench, and associated equipment @per Each	2	EA	\$31,500.00	\$	63,000.00	\$32,943.00	\$ 65,886.00	\$67,769.99	\$135,539.98
5	Section C	communication wire, isolation valves, laterals, head, and associated equipment as shown on the SR sheets @	40,871	SF	\$1.96	\$	80,107.16	\$1.93	\$ 78,881.03	\$1.97	\$80,515.87

Great Basin Engineering Contractors PO Box 369 Elko, NV 89803 775-340-8365		Remington Construction 445 5th Street Elko, NV 89801 775-738-6001
TOTAL AMOUNT	Unit Price	TOTAL AMOUNT
\$180,195.84	\$6.00	\$166,848.00
\$271,079.96	\$84,000.00	\$336,000.00
\$19,151.68	\$1,300.00	\$5,200.00
\$127,232.45	\$4.00	\$258,340.00
\$72,366.34	\$39,000.00	\$78,000.00
\$19,151.68	\$13,000.00	\$26,000.00
\$84,875.80	\$23,000.00	\$92,000.00
\$ 1,287,473.78		\$1,489,410.00
Add Alt. No #4 - Item		

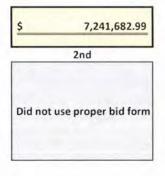
Add Alt. No #4 - Item No. 5 written word is four-thousand eighty-seven dollars and .92, Numerals reflects \$4,787.92

\$1.00	\$63,855.00
\$10.00	\$138,420.00
\$6.00	\$54,852.00
\$84,000.00	\$168,000.00
\$4.00	\$163,484.00
	\$10.00 \$6.00 \$84,000.00

NAME ADDRESS CITY, STAT PHONE	TE					190 Spa	nite Construction Co. 10 Glendale Ave 1rks, NV 89431 1-530-8034		High Mark C 3755 Manz Elko, NV 89 775-753-09	anita Ln. 9801	
Bid Item No.	Item No.	Description of Work	<u>Quantity</u>	Unit	Unit Price		TOTAL AMOUNT	<u>Unit Price</u>	TOTA	L AMOUNT	<u>Unit Price</u>
6	Section C	Bullpen Mound @per Each	2	EA	\$4,700.00	\$	9,400.00	\$9,967.00	\$	19,934.00	\$4,787.92
7	Section C	Sports Equipment Includes bases, base anchors, home plates, and foul poles. (Pitching mounds are owner provided) @per field	1	Field	\$9,500.00	\$	9,500.00	\$6,119.00	\$	6,119.00	\$9,575.84
8	Section C	Backstop Fencing Per detail 1, sheet SR 609 @ per Lump Sum	1	LS	\$42,000.00	\$	42,000.00	\$42,922.00	\$	42,922.00	\$36,183.18
	otal Additive Iternate #4				Correct amount	\$	416,045.89		\$	307,954.42	

Total Base Bid with Alternates

\$ 6,781,516.66
1st



	Great Basin Engineering Contractors		Remington Construction		
	PO Box 369		445 5th Street		
	Elko, NV 89803		Elko, NV 89801		
-	775-340-8365		775-738-6001		
	TOTAL AMOUNT	Unit Price	TOTAL AMOUNT		
	\$9,575.84	\$1,300.00	\$2,600.00		
	\$9,575.84	\$13,000.00	\$13,000.00		
3	\$36,183.18	\$39,000.00	\$39,000.00		
	\$ 484,625.64		\$ 643,211.00		

\$8,705,954.00

4th

7,539,402.13 3rd

Item # 33 written amount should be \$29,848.84 - Item # 49 written amount should be \$235,937.90 -Total Amount of bid balances.

Elko City Council Agenda Action Sheet

- 1. Title: Review, consideration, and possible acceptance of a Deed of Dedication for a portions of Delaware Street, Statice Street, and Ruby Vista Drive as a condition of Annexation 2-17 filed by Surebrec Holdings, LLC, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: April 10, 2018
- 3. Agenda Category: NEW BUSINESS
- 4. Time Required: **5 Minutes**
- 5. Background Information: Surebrec Holdings, LLC filed Annexation Application 2-17 with the City of Elko for APN 006-10C-006. As a condition of the approval of this annexation Surebrec Holdings, LLC was to offer the following for dedication as Right-of-Way:
 - Delaware Street, 30' wide from Statice Street to Aster
 - Statice Street, 20' wide from Delaware Street to the property line with the City Well property
 - Ruby Vista Drive, 70' wide along the southeast property line. JD
- 6. Budget Information:
 - Appropriation Required: N/A Budget amount available: N/A Fund name:
- 7. Business Impact Statement:
- 8. Supplemental Agenda Information: Deed of Dedication for Delaware Street, Statice Street, and Ruby Vista Drive
- 9. Recommended Motion: Accept the Deed of Dedication for Delaware Street, Statice Street, and Ruby Vista Drive.
- 10. Prepared By: Jeremy Draper, Development Manager
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Council Agenda Distribution: Luke Fitzgerald, <u>elkoluke@gmail.com</u> Robert Fitzgerald, <u>rob.fitz@earthlink.net</u>

APN 006-10C-006

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

DEED OF DEDICATION

THIS INDENTURE, made and entered into between SUREBREC HOLDINGS, LLC, a Nevada limited liability company, and the CITY OF ELKO, a municipal corporation and political subdivision of the State of Nevada, Grantee.

$\underline{WITNESSETH}$:

That the Grantor, for valuable consideration, the receipt of which is hereby acknowledged, does hereby dedicate to the Grantee, for a public right-of-way and all purposes related thereto, a portion of that certain parcel of real property situate within the City of Elko, County of Elko, State of Nevada, more particularly described on **Exhibit A** attached hereto, and delineated and shown on **Exhibit B**, "Map to Accompany Deed of Dedication to the City of Elko, Nevada in Section 36, T.35 N., R.55 E., M.D.B.&M," attached hereto.

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

SUREBREC HOLDINGS, LLC

By:

Its:

Page 1 of 2

STATE OF NEVADA)) ss. COUNTY OF ELKO)

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

NOTARY PUBLIC

Mail tax statement to:

City of Elko 1751 College Avenue Elko, Nevada 89801

EXHIBIT A SUREBREC HOLDINGS, LLC TO THE CITY OF ELKO DELAWARE STREET, STATICE STREET & RUBY VISTA DRIVE RIGHT OF WAY DEDICATION

March 14, 2018

DELAWARE STREET AND STATICE STREET

A right of way for access, drainage and utility purposes located in Section 36, T.35 N., R.55 E., M.D.B. & M., Elko County, Nevada, more particularly described as follows:

Beginning at Corner No. 1, a point being the Southwest Corner of said Section 36, the True Point of Beginning, from which the West 1/4 Corner of said Section 36 bears N 00° 12' 43" W, 2662.91 feet;

Thence N 00° 12' 43" E, 690.01 feet along the West line of said Section 36 to Corner No. 2;

Thence EAST, 30.00 feet to Corner No. 3;

Thence S 00° 12' 43" W, 670.17 feet along a line 30.00 feet Easterly of and parallel with the West line of said Section 36 to Corner No. 4;

Thence S 89° 40' 52" E, 1844.20 feet along a line 20.00 feet Northerly of and parallel with the South line of said Section 36 to Corner No. 5;

Thence S 00° 19' 08" W, 20.00 feet to Corner No. 6, a point being the Northwest corner of a parcel of land owned by the City of Elko for Well No. 36 and also being on the South line of said Section 36;

Thence N 89° 40' 52" W, 1874.14 feet along the South line of said Section 36 to Corner No. 1, the point of beginning, containing 1.322 acres, more or less.

Reference is hereby made to Exhibit B, Map to Accompany Deed of Dedication to the City of Elko, Nevada attached hereto and made a part of.

Continued on Page 2

Prepared by Robert E. Morley High Desert Engineering Page 1

640 Idaho Street Elko, Nevada 89801 Exhibit A Surebrec Holdings, LLC to the City of Elko Right of Way Dedication Continued from Page 1

RUBY VISTA DRIVE

A right of way for access, drainage and utility purposes located in Section 36, T.35 N., R.55 E., M.D.B. & M., Elko County, Nevada, more particularly described as follows:

Commencing at the Southwest Corner of said Section 36, a point from which the West 1/4 Corner of said Section 36 bears N 00° 12' 43" W, 2662.91 feet, thence S 89° 40' 52" E, 2120.29 feet along the South line of said Section 36 to Corner No. 1, the True Point of Beginning;

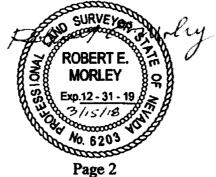
Thence N 39° 10' 03" E, 853.48 feet along a line 70.00 feet Northwesterly of and parallel with the Northwesterly right of way of Interstate Route 80 to Corner No. 2, a point being on North-South 1/4 Section line of said Section 36;

Thence S 00° 00' 29" E, 110.81 feet along the said North-South 1/4 Section line of Section 36 to Corner No. 3, a point being on the Northwesterly Right of Way of Interstate Route 80;

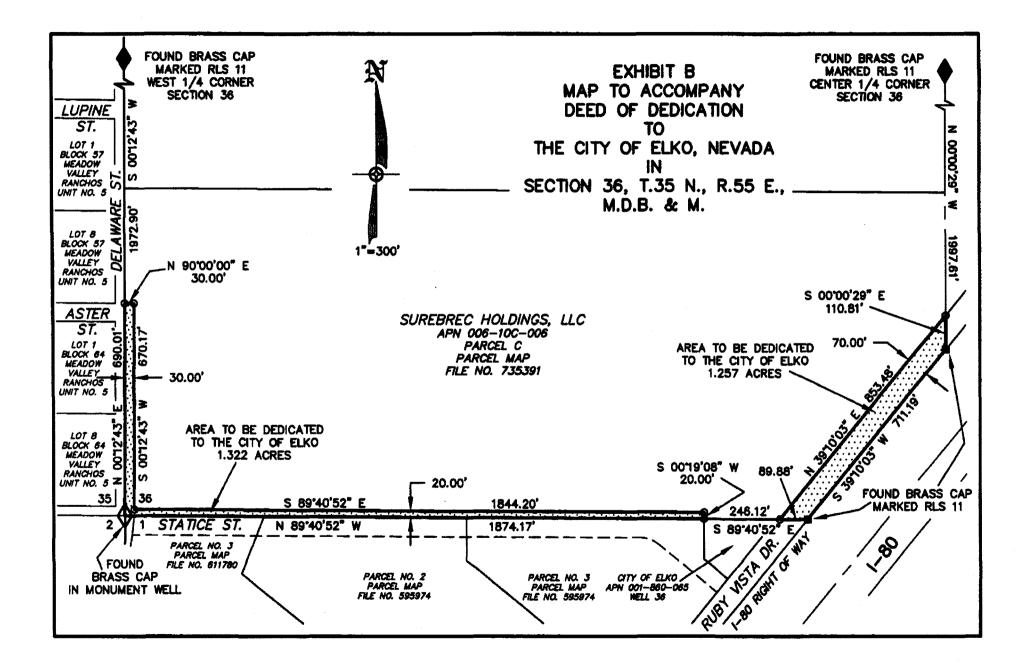
Thence S 39° 10' 03" W, 711.19 feet along the said Northwesterly Right of Way of Interstate Route 80 to Corner No. 4, a point being on the South line of said Section 36;

Thence N 89° 40' 52" W, 89.88 feet along the said South line of Section 36 to Corner No. 1, the point of beginning, containing 1.257 acres, more or less.

Reference is hereby made to Exhibit B, Map to Accompany Deed of Dedication to the City of Elko, Nevada attached hereto and made a part of.



Prepared by Robert E. Morley High Desert Engineering 640 Idaho Street Elko, Nevada 89801



Elko City Council Agenda Action Sheet

- 1. Title: Consideration and possible authorization for Staff to solicit bids for Airport Improvement Project No 3-32-0005-049(AIP 49), Security Fence and Reconstruct Electrical Vault, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: April 10, 2018
- 3. Agenda Category: **NEW BUSINESS**
- 4. Time Required: **5 Minutes**
- 5. Background Information: Council previously ratified Staff applying for FAA Grant Application #49 on February 13, 2018. AIP 49 includes upgrading the airport perimeter fence and electrical vault. The security fence upgrade will bring the entire perimeter fence into conformance with advisory circulars and TSA Guidelines. The current electrical vault is housed in a wood structure. The upgrade would build a flame retardant structure and replace all constant current regulators and associated connections. As a reminder, the FAA awards grants based on bids. JF
- 6. Budget Information:

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

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information:
- 9. Recommended Motion: Authorize Staff to solicit bids for Airport Improvement Project 3-32-0005-049(AIP 49).
- 10. Prepared By: Jim Foster, Airport Manager
- 11. Committee/Other Agency Review: N/A
- 12. Council Action:
- 13. Agenda Distribution:

Elko City Council Agenda Action Sheet

- 1. Title: Review, consideration, and possible adoption of Resolution No. 11-18, a resolution of the City Council approving the lease of real property less than 25,000 square feet, and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: April 10, 2018
- 3. Agenda Category: **RESOLUTION**
- 4. Time Required: **4 Minutes**
- 5. Background Information: C-A-L Stores Companies, Inc. dba C-A-L Ranch Stores currently holds a lease agreement with the City of Elko to use City property located at 2953 Manzanita Drive for storage of goods. The current lease extension does not expire until August 21, 2020; however, C-A-L Stores is currently working on extending their lease for the building and would like this lease as part of the package.

NRS 268.064 provides that the governing body may lease the property subject to the provisions outlined in NRS 268.059, 061, 062, and 064. Resolution No. 11-18 begins the process for the continued lease.

If adopted, the next steps will involve a public notice, a public hearing, and possible approval of a lease. RL

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: Current Lease and Extension, Resolution 11-18
- 9. Recommended Motion: Move to adopt Resolution No. 11-18
- 10. Prepared By: Ryan Limberg, Utilities Director
- 11. Committee/Other Agency Review:
- 12. Council Action:
- 13. Council Agenda Distribution:

CITY OF ELKO RESOLUTION NO. 11-18

A RESOLUTION OF THE ELKO CITY COUNCIL APPROVING THE LEASE OF REAL PROPERTY LESS THAN 25,000 SQUARE FEET

WHEREAS, Nevada Revised Statute 268.064 provides that, subject to meeting publication requirements and conducting a public hearing, the governing body of a city may offer any city-owned building or any portion thereof or any other real property for lease without complying with the provisions of NRS 268.059, 268.061 and 268.062 if: (a) the area of the building space or other real property is less than 25,000 square feet; and (b) the governing body adopts a resolution stating that it is in the best interest of the city to lease the property: (1) without offering the property to the public; and (2) for less than the fair market value of the building space or other real property, if applicable.

WHEREAS, a lease of a city-owned building or any portion thereof or any other real property pursuant to Nevada Revised Statute 268.064 may be made on such terms and conditions as the governing body of the city deems proper; *provided*, the duration of such a lease must not exceed 3 years but may include an extension for not more than an additional 2 years.

WHEREAS, the Elko City Council has received a request from C-A-L Stores Companies, Inc. dba C-A-L Ranch Stores to continue leasing the following-described real property:

All that certain lease area being a portion of Parcel 8 as shown on the "Sun Rise Shopping Center-A Subdivision, Final Plat" File No. 160687, located in Section 11, Township 34 North, Range 55 East, M.D.M located in the City of Elko, Elko County, Nevada, being more particularly described as follows:

Commencing at the Northeast corner of Section 11, Township 34 North, Range 55 East, M.D.M as shown on the "Sun Rise Shopping Center- A Subdivision, Final Plat" File No. 160687; thence South 47°59'47" East 202.75 feet; thence South 42°00'13" West 1833.88 feet to the point of beginning, thence from said point of beginning South 42°00'13" West 210.10 feet; thence North 58°28'06" West 88.21 feet; thence North 31°31'54" East 206.60 feet; thence South 58°28'06" East 126.40 feet to the point of the beginning.

The total lease area shall be 22,169 SF or .51 acres.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE ELKO CITY COUNCIL that, in accordance with NRS 268.064(2)(a), the City Clerk is hereby directed to have published at least once, in a newspaper qualified under chapter 238 of NRS that is published in Elko County, a notice setting forth a description of the Property to be leased; and

IT IS FURTHER RESOLVED that this Resolution shall be effective and shall be in

force immediately upon adoption, and that upon adoption of this Resolution by the Elko City Council it shall be signed by the Mayor and attested to by the City Clerk.

PASSED AND ADOPTED this 10th day of April, 2018.

CITY OF ELKO

By:___

CHRIS J. JOHNSON, MAYOR

ATTEST:

SHANELL OWEN, CITY CLERK VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVAL TO EXTEND LEASE between THE CITY OF ELKO AND C-A-L RANCH STORES

This Approval is made and entered into this 22nd day of April, 2014, by and between C-A-L Stores, Inc. dba C-A-L Ranch Stores and the CITY OF BLKO, an incorporated city (hereinafter the "City").

RECITALS

WHEREAS, on August 21, 2008, C-A-L Ranch Stores and the City entered into a Lease Agreement for the lease of City owned property (hereinafter the "Agreement"), and;

WHEREAS, the Elko City Council met on April 22, 2014 and discussed a request from C-A-L Ranch Stores to extend the Agreement, and;

WHEREAS, the parties desire to extend the existing Agreement to August 21, 2020, according to the renewal terms of the existing Agreement, and;

NOW, THEREFORE, IN CONSIDERATION of the recitais and the promises and covenants hereafter contained, it is agreed that per Article II the adjustment in rent shall be \$6,283.00 per year beginning September 1, 2014.

Except as otherwise provided herein, the Agreement shall remain unchanged and in full force and effect during the term above stated.

C-A-L STORES, COMPANIES, INC.

THE C Bv:

Mayor Chrid Johnson

Attest:

Shanell Owen, City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into by and between THE CITY OF ELKO, a municipal corporation organized and existing under the laws of the State of Nevada, hereinafter referred to as "Lessor," and C-A-L STORES COMPANIES, INC. dba C-A-L RANCH STORES, hereinafter referred to as "Lessec", both hereinafter referred to in the singular, neuter, whether one or more or person or entity.

WITNESSETH:

For and in consideration of the mutual covenants contained herein, and subject to approval of the City of Elko through its Mayor and City Council, Lessor does hereby rent, demise, let and lease unto Lessee, the property described in Section 1.01 upon the terms and conditions hereinafter set forth:

ARTICLE I.

DESCRIPTION OF REAL PROPERTY AND TERM

Section 1.01. <u>Description</u>: Lessor leases to Lessee that certain real property in the City of Elko, Elko County, Nevada, consisting of .51 acres more or less, located at 2953 Manzanita Drive, more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter referred to as the "Property").

Section 1.02. <u>Term</u>: Term of this Lease shall be for a period of six (6) years commencing on the date hereof.

Section 1.03. <u>Renewal</u>: On the condition that Lessee is then in good standing under this Lease, Lessee shall have the option, but not obligation, to renew this Lease for up to an additional six (6) year term upon the same terms and conditions set forth below in Section 2.02. If Lessee exercises the option to renew, Lessee must do so by serving upon Lessor a written notice thereof specifying the numbers of years that the Lease is renewed up to a maximum of six (6) years.

ARTICLE II. <u>RENT/COMPUTATION</u>

Section 2.01. <u>Amount</u>: Subject to adjustment as hereinafter provided, Lessee shall pay rent in the amount of \$6,100.00, commencing upon the date of execution of this Lease, and continuing on or before the same date of each and every year thereafter. Said annual rent shall be payable in advance and shall be paid to the Lessor at 1751 College Avenue, Elko, Nevada 89801, or at such other address or addresses as Lessor may from time to time specify by written notice to Lessee.

Section 2.02. <u>Adjustments in Rent</u>: Rent for the first three years of the optional six-year renewal term provided to Lessee hereunder, if said option is exercised, shall be \$6,283.00 per year, payable as set forth in Section 2.02. Rent for the second three years of the optional six-year renewal term provided to Lessee hereunder, if said option is exercised, shall be \$6,472.00 per year, also payable as set forth in Section 2.02.

Section 2.03. <u>Additional Assessments and Charges</u>: In addition to the rent payable under this section, Lessee shall pay and discharge promptly as the same become due and before delinquency all taxes and assessments, whether general or special, of every kind which may be levied or assessed or become a lien on or against the Property, or any part thereof, or any building or improvements thereon, or on or against the leasehold of Lessee, during the term of this Lease. Any such taxes or assessments which shall relate to the fiscal year during which the terms of this Lease shall commence or terminate shall be prorated between Lessor and Lessee.

ARTICLE III.

USE OF PROPERTY

Section 3.01. <u>Use</u>: The Property may be used by Lessee only as a storage site for their store inventory. However, this location is within the City's wellhead protection area. As such, the storage of treated lumber/posts, chemicals-including fertilizers, pesticides, and herbicides, as well as all oils and fuels, and any other substance the City

determines to be potentially detrimental to the well shall be prohibited. Lessee agrees to restrict the use of the Property to such uses unless obtaining prior written consent of Lessor to use the Property in any other manner.

SECTION IV. CONSTRUCTION OF IMPROVEMENTS

Section 4.01. <u>Compliance With Laws</u>: All construction, work, improvements, and alterations thereto, to the Property by Lessee or its agents, shall be done in a good and workmanlike and in full compliance with all applicable local, state and federal laws, regulations and codes applicable to the uses to which the Property will be put by Lessee. Lessor must give its prior written approval to all plans and specifications prior to the start of construction, which consent may not be unreasonably withheld.

ARTICLE V.

REPAIRS AND DESTRUCTION OF PROPERTY

Section 5.01. <u>Maintenance of Improvements</u>: Lessee shall, throughout the term of this Lease, at its own cost, and without any expense to Lessor, keep and maintain the Property, including all buildings and improvements of every kind which may be a part thereof, and all appurtenances thereto, in good, sanitary and net order, condition and repair, and except as specifically provided herein, restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty or any other cause whatsoever. Lessee shall also comply with and abide by all Federal, State, County, municipal and other governmental statutes, ordinances, laws and regulations affecting the Property, the improvements thereon or any activity or condition on or in such Property.

Section 5.02. <u>Damage and Destruction of Improvements</u>: The non-material damage, destruction, or partial destruction of any building or other improvement which is a part of the Property shall not release Lessee from any obligation hereunder, and in case

thereof, Lessee shall at its own expense promptly repair and restore the same to a condition as good or better than that which existed prior to such damage or destruction. In case of a material damage or destruction of any building or other improvement, Lessee shall have the option to terminate this Lease.

If, in the event of such destruction or damage, Lessee does not elect to terminate this Lease, the proceeds of all insurance covering such damage or destruction shall be made available to Lessee for such repair or replacement, and Lessee shall be obligated to repair or rebuild the building as above provided.

ARTICLE VI.

COMPLIANCE WITH LAWS/WASTE

Section 6.01. <u>Applicable Laws</u>: During the term of this Lease, Lessee shall comply with all City, County, State and Federal and other applicable laws affecting the Property, the breach of which might result in penalty on Lessor or forfeiture of Lessor's title to the Property.

Section 6.02. <u>Waste, Nuisance or Unlawful Activities</u>: Lessee shall not commit, or allow to be committed, any waste on the Property, create or allow a nuisance to exist on the Property, or use or allow the Property to be used for any unlawful purpose.

ARTICLE VII.

UTILITIES

Section 7.01. <u>Payment by Lessee</u>: Lessee shall pay for all utilities in connection with the Property, including, but not limited to, telephone, electricity, water, sewer and/or any other public utility services used or furnished on the Property during the term hereof.

ARTICLE VIII.

LIENS

Section 8.01. <u>Prohibition against Liens</u>: Lessee shall keep the fee estate of the Property free and clear from all mechanics' and materialmen's and other liens for work or labor done, services performed, materials, appliances, power contributed, used or furnished or to be used in or about the Property for or in connection with any operations of Lessee, or any alteration, improvement, repairs, or additions which Lessee may make or permit or cause to be made, or any work or construction by, for, or permitted by Lessee on or about the Property.

ARTICLE IX. INDEMNIFICATION OF LESSOR

Section 9.01. <u>Indemnification</u>: Lessor shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessor or by any person whomsoever may at any time be using or occupying or visiting the Property or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall indemnify Lessor against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage. Lessee hereby waives all claims against Lessor for damages to improvements that shall be hereafter placed or built on the Property and to the property of Lessee in, on or about the Property, and for injuries to persons or property in or about the Property, from any cause arising at any time during the term hereof. The two preceding sentences shall not apply to loss, injury, death or damage arising by reason of the negligence or intentional misconduct of Lessor, its agents or employees. Section 9.02. <u>Insurance/Liability</u>: Lessee shall procure and maintain in force during the term of this Lease and any extension thereof, at Lessee's expense, public liability insurance adequate to protect Lessee and Lessor against liability for damage claims through public use or arising out of accidents occurring in or around the Property in a minimum amount of \$500,000.00 for each person injured, \$1,000,000.00 for any one accident, and \$50,000.00 for property damage. Lessee agrees to obtain a written obligation from insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal or renew any such policies. Lessee agrees that if such insurance policies are not kept in force during the entire term of this Lease or any extension thereof, Lessor may procure the necessary insurance and pay the premium therefore, and that such premium shall be repaid to Lessor as an additional rent installment for the month following the date on which such premiums are paid.

Section 9.03. <u>"Blanket" Insurance Policies</u>: Notwithstanding anything to the contrary contained in this section, Lessee's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called "blanket" policy or policies of insurance carried and maintained by Lessee; provided, however, that the coverage afforded Lessor will not be reduced or diminished or otherwise be different from that which would exist under a separate policy meeting all other requirements of this Lease by reason of the use of such blanket policy of insurance.

Section 9.04. <u>Cost of Insurance deemed Additional Rental</u>: The cost of insurance required to be carried by Lessee in this Section shall be deemed to be additional rental hereunder.

ARTICLE X.

ASSIGNMENT AND SUB-LETTING

Section 10.01. <u>Restrictions</u>: Lessee shall not sub-leases or assign any part of the Property or any of Lessee's rights hereunder without the express written consent of Lessor first had and obtained. In the event any assignment or sub-lease is granted by

Lessor, any such assignment or sub-lease shall incorporate fully all of the terms of this Lease Agreement and Lessee shall remain responsible to Lessor for all of the terms of this Lease.

ARTICLE XI. <u>DEFAULT</u>

Section 11.01. Lessee's Default: If Lessee shall fail or neglect to observe, keep or perform any of the covenants, terms, or conditions herein contained on Lessee's part to be observed, kept or performed, and such default shall continue for a period of forty-five (45) days after written notice from Lessor setting forth the nature of Lessee's default, then and in any such event, Lessor shall have the following cumulative default remedies on written notice to Lessee: (A) to terminate this Lease and forfeit all rights of Lessee hereunder; (B) to terminate this Lease and sue Lessee for all damages caused by such default or breach; and (C) immediately to enter the Property and take possession thereof with or without process of law and to remove all personal property from the Property and all persons occupying the Property and to use all necessary force therefore and in all respects to take the actual, full and exclusive possession of the Property and every part thereof as of Lessor's original estate, without incurring any liability to Lessee or to any persons occupying or using the Property for any damage caused or sustained by reason of such entry on the Property or such removal of such persons or property therefrom.

ARTICLE XII.

OWNERSHIP OF IMPROVEMENTS ON TERMINATION OF LEASE

Section 12.01. <u>Ownership</u>: On termination of this Lease for any cause or upon the natural expiration of this Lease, Lessor shall become the owner of any buildings and improvement on the Property not removed by Lessee within four (4) months from the date of termination of this Lease.

SECTION XIII.

LESSEE'S OPTION TO TERMINATE LEASE

Section 13.01. <u>Option</u>: On the condition that Section 4.01 is fully complied with, Lessee shall have the right, by notice to Lessor given at least 365 days prior to the surrender effective date, to terminate this Lease and surrender its leasehold interest hereunder to Lessor.

SECTION XIV.

LESSOR'S OPTION TO TERMINATE LEASE

Section 14.01. On the condition that any governmental agency (including Lessor) shall commence an eminent domain proceeding to acquire all or any part of the Property, or Lessee's interest therein, Lessor shall have the right, by notice to Lessee given at least 180 days prior to the termination effective date, to terminate this Lease and cause a vacation of the Property by Lessee.

SECTION XV.

CONDITION OF PROPERTY ON TERMINATION

Section 15.01. On termination of this Lease for any cause, or upon the natural expiration of this Lease, Lessee must, at Lessee's sole expense, forthwith remove any improvements from, or from under, the Property and level it; PROVIDED HOWEVER, that Lessor shall have the option of waiving this requirement as to any and all improvements Lessor desires to remain in place. Lessor hereby waives this requirement as to any paving of the Property and any fencing of the Property, as long as such improvements are the only improvements made by Lessee to the Property during the term of this lease.

XVI.

MISCELLANEOUS PROVISIONS

Section 16.01. <u>Waiver</u>: The waiver by Lessor of its right to declare a forfeiture or pursue any other remedy pursuant to this Lease upon any default on the part of Lessee shall not violate any provision therefore herein contained, nor constitute a waiver of such right in connection with any future default, or any other obligation of Lessee herein contained to be done and performed.

Section 16.02. <u>Inspection</u>: Lessor, by its officers, employees or other authorized agents, shall have the right to enter upon the Property at any and all reasonable times during the term hereof for the purpose of informing itself as to the compliance or non-compliance by Lessee of the terms, covenants and conditions of this Lease to be kept upon its part.

Section 16.03. <u>Miscellaneous Costs</u>: Lessee agrees to pay for all labor and material in connection with the construction of any buildings or improvements, social security and old age benefits, Nevada State Industrial Insurance System and Occupational Disease Coverage and for any and all such obligations or bills incurred during the term of this Lease. Upon the termination of this Lease, Lessee will discharge, pay and satisfy all bills and debts incurred by Lessee, to the end that there is no responsibility or liability imposed upon Lessor.

Section 16.04. <u>Notices</u>: Whenever in this Lease it shall be required or permitted that notice be given by either party to this Lease or to the other, such notice must be in writing and must be given personally or forwarded by certified mail addressed as follows:

LESSOR: THE CITY OF ELKO 1751 College Avenue Elko, Nevada 89801 LESSEE: C-A-L STORES COMPANIES, INC. dba C-A-L RANCH STORES P.O. Box 1866 Idaho Falls, ID 83403

Such addresses may be changed from time to time by notice given hereunder.

Section 16.05. <u>Binding Effect</u>: This Lease shall be binding upon, and inure to the benefit of, and shall apply to the respective heirs, personal representatives, successors and assigns of Lessor and Lessee and all references in this Lease to Lessor and Lessee shall be deemed to refer to and include successors and assigns of successors or assigns.

Section 16.06. <u>Time of Essence</u>: Time is of the essence of this Lease and all of its provisions.

Section 16.07. <u>Attorney's Fees</u>: In the event of litigation, the prevailing party shall recover reasonable attorney's fees and expenses, together with costs of suit.

Section 16.08. <u>Venue</u>: At the option of either party, the venue of any action by the established in the County of Elko, State of Nevada. Personal service either within or without the State of Nevada shall by sufficient to give that Court jurisdiction.

Section 16.09. <u>Captions</u>: The captions contained herein are inserted only for convenience of reference and are in no way to be construed as part of the agreement or as a limitation on the scope of the particular paragraphs to which they refer.

Section 16.10. <u>Title Enjoyment</u>: Lessor covenants that Lessor is the owner of the within described Property in fee simple and has full right to make this Lease.

Section 16.11. <u>Quiet Enjoyment</u>: Lessee shall have the quiet and peaceable possession of the Property during the term hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand this 3f day of August, 2008.

LESSOR:

THE CITY OF ELKQ By: / MICHAEL J. FRANZOIA, Mayor

ATTEST:

Shanell Oben SHANELL OWEN, City Clerk

LESSEE:

C-A-L STORES COMPANIES, INC. dba C-A-L RANCH STORES

PAIN By: Title: _ frestdant / CO

EXHIBIT A

A portion of APN 001-560-040 (22,169 sq. ft. or .51 acres)

All that certain lease area being a portion of Parcel 8 as shown on the "Sun Rise Shopping Center - A Subdivision, Final Plat" File No. 160687, located in Section 11, Township 34 North, Range 55 East, M.D.M. located in the City of Elko, Elko County, Nevada, being more particularly described as follows:

Commencing at the Northeast corner of Section 11, Township 34 North, Range 55 East, M.D.M. as shown on the "Sun Rise Shopping Center - A Subdivision, Final Plat" File No. 160687; thence South 47°59'47" East 202.75 feet; thence South 42°00'13" West 1833.88 feet to the point of beginning, thence from said point of beginning South 42°00'13" West 210.10 feet; thence North 58°28'06" West 88.21 feet; thence North 31°31'54" East 206.60 feet; thence South 58 °28'06" East 126.40 feet to the point of the beginning.

TOGETHER WITH all and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents issues and profits thereof, or of any part thereof. Agenda Item V.B.

Elko City Council Agenda Action Sheet

- 1. Title: First reading of Ordinance No. 828, an ordinance amending Title 4, Chapter 6, entitled "Room Tax", and matters related thereto. FOR POSSIBLE ACTION
- 2. Meeting Date: April 10, 2018
- 3. Agenda Category: **ORDINANCE**
- 4. Time Required: **10 Minutes**
- 5. Background Information: At its January 9, 2018, the Elko City Council initiated changes to the Room Tax Code. SO
- 6. Budget Information:

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

- 7. Business Impact Statement: Not Required
- 8. Supplemental Agenda Information: Ordinance No. 828
- 9. Recommended Motion: Conduct first reading of Ordinance No. 828, and direct Staff to set the matter for public hearing, second reading, and possible adoption.
- 10. Prepared By: Shanell Owen, City Clerk
- 11. Committee/Other Agency Review: City Attorney, Lodging Committee
- 12. Council Action:
- 13. Agenda Distribution:

CITY OF ELKO

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 4, CHAPTER 6 OF THE ELKO CITY CODE, ENTITLED "ROOM TAX" AND MATTERS RELATED THERETO

WHEREAS, the City of Elko desires to amend the Elko City Room Tax Code pertaining to room tax (also known as the "transient lodging tax") due dates and penalties;

WHEREAS, the City of Elko has determined that the proposed amendments will assist with transient lodging audits;

WHEREAS, the City of Elko has determined that the proposed amendments will provide clarification for transient lodging twenty-eight (28) day exemptions.

WHEREAS, the City of Elko has determined that the proposed amendment will assist in meeting the State requirements for transient lodging tax distributions and required reporting;

WHEREAS, the City of Elko has determined that a transient lodging tax on promotional packages associated with transient lodging is no longer needed;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELKO, NEVADA

For amendment purposes, words which are in bold and underlined are additions to the Ordinance, and words which are lined through and bold are deleted from the Ordinance.

SECTION 1. Title 4, Chapter 6 of the Elko City Code entitled "Room Tax" shall be renamed "Transient Lodging Tax".

SECTION 2. Title 4, Chapter 6, Section 1 of the Elko City Code is hereby amended as follows:

4-6-1 DEFINITIONS:

FOLIO: Document that summarizes or itemizes guest charges.

RENTAL BUSINESS:

- A. Rent: The act of permitting a person to use or occupy any portion of a transient lodging rental business in exchange for <u>compensation, the act of using or occupying any</u> portion of a transient lodging rental business in exchange for compensation, or the <u>compensation paid for such use or occupancy</u>. a fee paid, or the compensation paid for such use or occupancy. The terms "rent" and "lease" shall have the same meaning in this Chapter.
- B. Transient Lodging Rental Business: The operating of any business which provides "transient lodging", wherein a room, space of other accommodation is rented for a period of less than twenty-eight (28) days for use by the same tenant, to include any room, space or other accommodation which is rented to the same tenant in successive terms, the total of which is less than twenty-eight (28) days each, but not to include any room, space or other accommodation which is rented for a term of

twenty-eight days (28) or longer. In the event a business rents a portion of its rooms, spaces or other accommodations for terms of less than twenty eight (28) days and another portion of its rooms, spaces or other accommodations for terms of twenty eight (28) days or more, only those rooms, spaces or other accommodations rented for terms of less than twenty eight (28) days shall constitute a "transient lodging rental business". A form of lodging in which a room, space or other accommodation is rented to a person for a period of less than twenty-eight (28) consecutive calendar days for use by the same tenant, to include any room, space or other accommodation that is rented to the same tenant in successive terms, the total of which consecutive terms is less than twenty-eight (28) consecutive calendar days, but not to include any room, space or other accommodation that is rented to a tenant who is a natural person and who signs, prior to the commencement of the tenancy, a Transient Occupancy Tax 28-Day Exemption Form in the manner required by this Chapter.

C. <u>Transient Lodging Rental Business:</u> Any business having one (1) or more rooms, spaces or other accommodations that provides transient lodging to tenants in exchange for compensation. In the event a business rents a portion of its rooms, spaces or other accommodations for terms of less than twenty-eight (28) days and another portion of its rooms, spaces or other accommodations for terms of twentyeight (28) days or more, only those rooms, spaces or other accommodations rented for terms of less than twenty-eight (28) days shall constitute a "transient lodging rental business".

TRANSIENT LODGING: The following types of lodging:

A. Hotels;

B. Motels;

C. Apartments;

- D. Timeshare projects, except when an owner of a unit in the timeshare project who has a right to use or occupy the unit is occupying the unit pursuant to a timeshare instrument as defined in Nevada Revised Statutes section 119A.150;
- E. Apartment hotels;
- F. Vacation trailer parks;
- **G.** Campgrounds;
- H. Parks for recreational vehicles; and
- I. Any other establishment that rents rooms, spaces or other accommodations to temporary or transient guests having four (4) or more rooms, spaces or other accommodations for rent.

SECTION 3. Title 4, Chapter 6, Section 2 of the Elko City Code is hereby amended as follows:

4-6-2: TAX ON TRANSIENT LODGING:

There is hereby fixed and imposed on every licensee operating a transient lodging rental business within the city a transient lodging tax in the total amount of fourteen percent (14%) to be collected as follows:

Fourteen percent (14%) of the gross income actually received, excluding the <u>transient</u> lodging tax, by each licensee <u>in exchange</u> for transient lodging rentals, <u>shall be paid as a tax on</u> <u>transient lodging</u>. Complimentary transient lodging (transient lodging which is provided at no cost to the occupant) is nontaxable. To be considered complimentary transient lodging, the transient lodging must be provided on an individual basis and not as part of any established package, advertised or otherwise, which includes other products or services. Transient lodging included in promotional packages is taxable. The taxable amount for such transient lodging, except those promotional packages that include airfare, is computed by obtaining the percentage that the transient lodging rack rate bears to the retail value of the package and multiplying that percentage by the package cost to the occupant, or the actual amount charged for the transient lodging, whichever is greater.

Example: Transient lodging with an established rack rate of fifty dollars (\$50.00) is included in the following package, which is sold for forty dollars (\$40.00):

Food credit	\$ 10 .00
Coins-	10.00-
Cabaret show	20.00 -
Drink tokens	10.00
Rack rate	5000-
	-
Retail value of package	100.00 -

The rack rate equals fifty percent (50%) of the retail value of the package. Therefore, fifty percent (50%) of the package cost, or twenty dollars (\$20.00), must be allocated to transient lodging and included in taxable revenue.

Transient lodging tax charged for transient lodging rented as part of a promotional package that includes airfare shall be set by resolution of the city council.

SECTION 4. Title 4, Chapter 6, Section 4 of the Elko City Code is hereby amended as follows:

There shall be, and hereby is, exempted from the license tax on transient lodging, each rental by any person who rents transient lodging if: lessee of a room, space or other accommodation when the room, space, or other accommodation is paid for, directly, from a federal, state or local governmental entity.

- A. <u>The transient lodging is directly reserved and paid for by a federal, state or local</u> <u>governmental entity, to include a school district; provided, a Governmental Agency</u> <u>Exemption Claim Form must be completed and retained in accordance with the</u> <u>retention standards set forth in 4-6-11 (B); or</u>
- B. The tenant signs, prior to occupancy, a contract, lease, or other written agreement, or signs a Transient Occupancy Tax 28 Day Exemption Form, pursuant to which the tenant promises to stay at the subject transient lodging facility for a period of at least 28 days. Notwithstanding the foregoing, if the occupant does not stay at the transient lodging facility for at least 28 days, the operator shall pay to the City the transient lodging tax due for the period the room was occupied. Except as otherwise provided in this Chapter, no rental shall be deemed to have been made for a period of 28 days or more unless the room or rooms rented to the tenant are continuously occupied by the tenant for 28 continuous calendar days without interruption.

SECTION 5. Title 4, Chapter 6, Section 9 of the Elko City Code is hereby amended as follows:

4-6-9: PAYMENT OF TAX, INTEREST AND PENALTIES:

Every licensee shall pay the transient lodging tax to the city clerk on or before the fifteenth day of the month when such tax shall accrue <u>and shall submit the payment with a completed form</u> <u>supplied by the City entitled "Operator's Transient Lodging Tax Return."</u> Payment of the transient lodging tax shall become delinquent <u>at 5:00 p.m. on the fifteenth day of the month.</u> on the sixteenth day of the month. Such tax becomes payable to the city clerk by the licensee pursuant hereto. <u>All electronic payments must be transmitted and received by the</u> city clerk on or before 5:00 p.m. on the fifteenth day of the month. Notwithstanding the foregoing, mailed payments postmarked on or before the tenth day of the month will not be assessed delinquent fees.

SECTION 6. Title 4 Chapter 6, Section 10 of the Elko City Code is hereby amended as follows:

4-6-10: ALLOCATION AND USE OF TRANSIENT LODGING TAX FUNDS:

The transient lodging tax in the total amount of fourteen percent (14%) of the gross income actually received, excluding the lodging tax, by each licensee for transient lodging rentals pursuant to section 4-6-2 of this chapter shall be allocated and used by the city on the following percentages under the following categories. The transient lodging tax allocation shall be reviewed annually by the city council:

A. All proceeds from the gross income actually received, excluding the lodging tax, by each licensee for transient lodging rentals for the recreation transient lodging tax fund in the amount of six and 1/8 percent (6 1/8%) shall be deposited in a special fund in the city treasury to be known as or designated as the recreation fund.

- B. All proceeds from the gross income actually received, excluding the lodging tax, by each licensee for transient lodging rentals for the Elko eonvention and visitors authority
 <u>Convention and Visitors Authority</u> transient lodging tax fund in the amount of two and three-eighths percent (2³/₈%) shall be paid to the Elko eonvention and visitors authority
 <u>Convention and Visitors Authority</u> as collected on and after July 1, 1998.
- C. All proceeds from the gross income actually received, excluding the lodging tax, by each licensee for transient lodging rentals in the amount of one percent (1%), promotion of tourism transient lodging tax, shall be paid as follows:
- 1. Three-eighths $({}^{3}/{}_{8})$ of all proceeds of the promotion of tourism transient lodging tax must be paid to the department of taxation for deposit with the state treasurer for credit to the fund for the promotion of tourism.
- 2. Five-eighths (⁵/₈) of all proceeds of the promotion of tourism transient lodging tax must be deposited with the Elko County recreation board created pursuant to Nevada Revised Statutes section 244A.597, to be used to advertise the resources of the county of Elko related to tourism, including available accommodations, transportation, entertainment, natural resources and climate, and to promote special events related thereto.
 - D. All proceeds from the gross income actually received, excluding the lodging tax, by each licensee for transient lodging rentals for the Western Folklife Center transient lodging tax fund in the amount of one-fourth of one percent (0.25%) shall be paid to the Western Folklife Center fund as collected on and after July 1, 1998.
 - E. All proceeds from the gross income actually received, excluding the lodging tax, by each licensee for transient lodging rentals for the agricultural district 4 transient lodging tax, in the amount of one-half of one percent (0.5%) shall be paid to agricultural district 4 as collected on and after July 1, 1998.
 - F. All proceeds from the gross income actually received, excluding the lodging tax, by each licensee for transient lodging rentals for the Elko Sno Bowl Foundation transient lodging tax in the amount of one-eighth of one percent (0.125%) shall be paid to Elko Sno Bowl Foundation as collected on and after July 1, 1998.
 - **GF**. All proceeds from the gross income actually received, excluding the lodging tax, by each licensee for transient lodging rentals for the marketing/tourism promotion transient lodging tax in the amount of one and three-fourths percent (1³/₄%) shall be paid to the Elko convention and visitors authority Convention and Visitors Authority on the condition that it creates a separate marketing and tourism promotion fund to account for all collections and expenditures made on and after July 1, 2001.
 - H. All proceeds from the gross income actually received, excluding the lodging tax, by each licensee for transient lodging rentals will first be applied to the Elko Regional Airport debt service transient lodging tax fund in the amount of up to two percent (2%) and shall be paid to the Elko Regional Airport as collected on and after August 1, 2007. Any amounts in

excess of the debt service requirement, as determined by the annual audit, shall be paid to the Elko **convention and visitors authority** Convention and Visitors Authority on the condition that it creates a separate facility fund to account for all collections and expenditures. No portion may be used for salaries or benefits.

- I. All recipients of the transient lodging tax shall render to the city an annual account showing in detail the use of all transient lodging tax received from the city. (Ord. 794, 5-12-2015, eff. 7-1-2015)
- SECTION 7. Title 4, Chapter 6, Section 11 of the Elko City Code is hereby amended as follows:

4-6-11: EXAMINATION OF BOOKS AND RECORDS:

The tax administrator and his duly authorized agent are empowered to examine and audit the books, papers and records of any licensee or person operating a transient lodging rental business and to make investigations in connection therewith. <u>Audits will cover a three (3) year period.</u> <u>The audit will be conducted at no expense to the licensee.</u>

- A. <u>Required Records.</u> Each licensee is required to maintain daily records which support amounts reported on the Operator's Transient Lodging Tax Returns. These daily records shall include, without limitation, the following information:
 - 1. Total rooms available and occupied.
 - 2. <u>Total daily gross room receipts.</u>
 - 3. Total amount of transient lodging tax collected.
 - 4. Number of rooms, spaces or other accommodations provided for no compensation.
 - 5. <u>Contract, lease, Transient Occupancy Tax 28-Day Exemption Forms or rental</u> <u>agreement.</u>
 - 6. Government Agency Exemption Claim Forms.
 - 7. <u>Any and all documentation used to complete the Operator's Transient Lodging Tax</u> <u>Return, to include all documents that support the calculations shown on the Return.</u>

An acceptable record retention practice includes maintaining bound receipt books, guest folios, registration cards, daily transaction reports, general ledgers, cash journals, register and/or computer printouts, computerized records, and any other books and records deemed reasonably necessary to support all information supplied to the City as required by this Chapter. Licensees shall retain and provide all documents that support revenues and exemptions reported to the City.

B. <u>Retention of Records</u>. Every licensee shall keep all records which must be maintained pursuant to Section 4-6-11 for a period of not less than four (4) years from the close of the accounting year to which the Returns relate. C. <u>Availability of Records. Upon written notification of a transient lodging tax audit, the licensee shall provide the City or City auditors with all records supporting the Transient Lodging Tax Returns filed with the City of Elko during the audit period. These records shall be made available to the City or City Auditors at the transient lodging rental business or the offices of the City of Elko within ten (10) business days of the date the notice is sent, unless other arrangements are made with the City of Elko.</u>

If the transient lodging tax audit is conducted at the transient lodging rental business, the licensee shall provide reasonable accommodations to the City auditors. The City auditors may be City employees or independent contractors acting on the City's behalf.

<u>Auditors may make copies of all original records reviewed in the course of conducting</u> the audit. Auditors may request copies of records which must be provided by the licensee either through copy, e-mail, cd or flash drive to be retained as part of the audit work papers which substantiate the audit findings.

<u>Failure of a licensee to retain or refusal of a licensee to furnish any such records</u> required to be maintained pursuant to this Section may provide grounds for the assessment of a deficiency in the payment of the transient lodging tax for the period that is subject to the audit. The City may utilize any available data or other information to calculate the correct transient lodging tax for the period being audited.

- D. Failure to Cooperate with a Transient Lodging Tax Audit. Upon determination by the city clerk that a licensee is failing to cooperate with an auditor conducting an audit of Transient Lodging Tax Returns pursuant to this Section, the City Council may terminate, suspend or revoke the licensee's Business License pursuant to City Code 4-1-14. Failing to cooperate, as that term is used in this Subsection, includes refusing to provide sufficient information to the auditor in order to conduct the audit.
- E. <u>Notice of Audit Determination</u>. Following the completion of an audit pursuant to this <u>Section</u>, the City will provide a written determination of the audit results to the licensee. <u>The foregoing notice may be served personally, by certified mail, and/or e-mail.</u>
- F. <u>Time Limitation. If the city clerk assesses an additional amount for underpayment or</u> <u>nonpayment of transient lodging tax, the licensee has thirty (30) calendar days in which</u> <u>to pay the assessed amount and/or file a written notice appeal of the findings with the</u> <u>city clerk.</u>
- G. Appeals of an assessment by the city clerk pursuant to this subsection shall be placed on a City Council agenda for consideration no later than sixty (60) days from the date the notice of appeal is filed with the city clerk. The decision of the City Council to uphold the assessment, in whole or in part, shall be deemed a final decision for purposes of judicial review. The licensee shall thereafter have thirty (30) calendar days in which to file a petition for judicial review with the Fourth Judicial District Court in and for the County of Elko, State of Nevada.

Should the city clerk determine that a credit for overpayment of a transient lodging tax is due, the credit will be refunded to the licensee within thirty (30) calendar days from the date of the determination.

SECTION 8. Title 4, Chapter 6, Section 12 of the Elko City Code is hereby amended as follows:

4-6-12: PENALTIES AND INTEREST:

If the transient lodging tax is not paid on or before <u>5:00 p.m. on</u> the fifteenth day of the month in which it becomes due, or if such day falls on a Saturday, Sunday or legal holiday, <u>by 5:00 p.m.</u> on the next succeeding day not a Saturday, Sunday or legal holiday, then the licensee shall pay a penalty of fifteen percent (15%) of the unpaid, due and delinquent transient lodging tax, and the licensee shall also pay the costs of collection of the tax, penalty, court costs and attorney fees. <u>If payment of the transient lodging tax is not received within sixty (60) calendar days</u> following the fifteenth day of the month when due, the City may thereafter place a lien on the property upon which the transient lodging rental business is located in the manner set forth in NRS 269.095, as amended. If payment of the transient lodging tax is not received within seventy (70) calendar days following the fifteenth day of the month when due, the fifteenth day of the month when due, the License in the manner outlined in Elko City Code Section 4-1-14.

SECTION 9. Title 4, Chapter 6, Section 13 of the Elko City Code is hereby amended as follows:

4-6-13: USES AND PURPOSES OF TRANSIENT LODGING TAX PROCEEDS: 🚭 📼

The city council shall use the proceeds of the transient lodging tax provided by this chapter for the following use, uses, purpose or purposes, or any one or more thereof, at such times, in such amounts and in such manner as they shall determine, from time to time:

A. Recreation Fund Tax On on Transient Lodging:

1. Operating and maintaining recreation facilities under the jurisdiction of the city council.

2. Improving, extending and bettering such recreation facilities.

3. Constructing, purchasing or otherwise acquiring such recreation facilities.

4. Whenever any recreation facility is affected by or will be affected by any flood control project being constructed or to be constructed under the provisions of any federal law if the city council finds that such flood control project will improve, better and protect such recreation facility, the city council shall have the power and authority to give assurances to and perform any other acts required by and satisfactory to the secretary of the army that the location and cooperation required for such flood control project by such federal law will be furnished by the city to the extent that the city council shall determine.

5. To establish, construct, purchase, lease, rent, acquire by gift, grant, bequest, devise, or otherwise acquire, reconstruct, improve, extend, better, alter, repair, equip, furnish, regulate,

maintain, operate and manage recreation facilities within or without the city, including personal property, real property, lands, improvements and fixtures thereof, property of any nature appurtenant thereto or used in connection therewith, and every estate, interest and right, legal or equitable, therein, including terms for years.

6. To accept contributions, grants or other financial assistance from the federal government or any agency or instrumentality thereof, corporate or otherwise, the state of Nevada or any of its political subdivisions, or from any other source, for or in aid of any recreation facility within the area of operation of the city council, and to comply with such conditions, trust indentures, leases or agreements as may be necessary, convenient or desirable.

7. To use such funds to pay the necessary expense of imposition, collection and expenditure of this transient lodging tax and the proceeds thereof.

8. To use such proceeds to repay any loans, debts or bonded indebtedness that the city council may incur in connection with such recreation facilities, and that in that connection to pledge this transient lodging tax and the proceeds thereof as security for the repayment of any such loans, debts, obligations secured by bond, bonds, and other indebtedness which may be incurred in connection with such recreation facilities.

9. For marketing and/or promotion of transportation services serving the city.

B. Elko Convention And and Visitors Authority On on Transient Lodging Tax Fund: To pay the proceeds thereof to the Elko convention and visitors authority Convention and Visitors <u>Authority</u>, to be used by it for any lawful purposes, as it shall determine in carrying out its powers under Nevada Revised Statutes chapter 227, as may be amended from time to time.

C. Promotion Of of Tourism On on Transient Lodging Tax Fund:

1. Three-eighths $({}^{3}/_{8})$ of all proceeds of the tax must be paid to the department of taxation for deposit with the state treasurer for credit to the fund for the promotion of tourism.

2. Five-eighths (5/8) of all proceeds of the tax must be deposited with the Elko County recreation board created pursuant to Nevada Revised Statutes sections 244A.597 and 244A.599 to be used to advertise the resources of the county related to tourism, including available accommodations, transportation, entertainment, natural resources and climate, and to promote special events related thereto.

D. Western Folklife Center On Transient Lodging Tax Fund: To donate the proceeds thereof to the Western Folklife Center, a Utah corporation licensed to do business in the state of Nevada, to be used by it to help operate and finance cultural and educational activities within the city relating to the events and activities which said corporation engages in within the city.

E. Agricultural District 4 On Transient Lodging Tax Fund: To donate the proceeds thereof to the agricultural district 4 to be used by it for any lawful purposes as it shall determine in carrying out its powers pursuant to applicable Nevada Revised Statutes provisions.

F. Elko Sno Bowl Foundation On Transient Lodging Tax Fund: To donate the proceeds thereof to the Elko Sno Bowl Foundation, a Nevada nonprofit corporation to be used by it to help operate and finance the Sno Bowl skiing facility which is located on land owned by Elko County, Nevada.

G. <u>F.</u> Marketing/Tourism Promotion On <u>On</u> Transient Lodging Tax Fund:

1. To use for marketing efforts to increase travel to Elko by tourists, on a national and/or regional level. The Elko convention and visitors authority <u>Convention and Visitors Authority</u> will determine the appropriate marketing packages and programs to be funded by this tax.

2. This tax may not be used for administration or overhead for the Elko convention and visitors authority.

3. The city will exercise reasonable efforts to provide, on a monthly basis, summary reports of the confidential room occupancy reports to the Elko **convention and visitors authority Convention and Visitors Authority** and the city council as a tool to monitor the success of the marketing efforts funded by this tax. (Ord. 705, 4-28-2009)

H. Elko Regional Airport Debt Service Transient Lodging Tax Fund: To use such proceeds to repay any loans, debts or bonded indebtedness that the city council may incur in connection with such airport facilities, and that in that connection to pledge this transient lodging tax and the proceeds thereof as security for the repayment of any such loans, debts, obligations secured by bond, bonds, and other indebtedness which may be incurred in connection with such airport facilities.

1. Any amounts in excess of the debt service requirement, as determined by the annual audit, shall be paid to the Elko convention and visitors authority <u>Convention and Visitors</u> <u>Authority</u> on the condition that it creates a separate facility fund to account for all collections and expenditures. No portion may be used for salaries or benefits.

SECTION 10. Title 4, Chapter 6, Section 15 of the Elko City Code is hereby amended as follows:

4-6-15 FORMS, <u>AND</u> COSTS AND REQUIRED REPORTING :

A. The city clerk is hereby empowered and authorized to designate the form of and have prepared or printed all stationery, supplies, records, notices, receipts, licenses and other forms that the city clerk deems necessary or advisable in connection with the collection, administration and disbursement of the proceeds of this transient lodging tax, and to obtain all supplies, records and other property and equipment deemed necessary by the city clerk in connection with the collection, administration, use and disbursement of the said transient lodging tax proceeds. All costs, expenses, charges and debts incurred by the city, or by the city clerk under the provisions of this chapter, in connection with the imposition, collection, administration, use and disbursement of this transient lodging tax

and the proceeds thereof shall be paid out of the recreational fund provided for in this chapter.

B. The licensee shall complete all forms required by this Chapter in their entirety. The licensee may supply additional information as an addendum to any form required by this Chapter to the extent reasonably necessary to supply complete and accurate information to the City.

SECTION 11. All ordinances or parts of ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict.

SECTION 12. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid, unenforceable or unconstitutional by any court of competent jurisdiction, the invalidity, unenforceability of such section, paragraph, clause or provision shall not affect any remaining provision of this Ordinance.

SECTION 13. 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 14. This Ordinance shall be effective July 1, 2018.

PASSED AND ADOPTED this d of the Elko City Council.	ay of	, 2018, by the following vote
VOTE: AYES:		-
NAYES:		
ABSENT:		
ABSTAIN:		
APPROVED this day of		2018.
	CITY OF ELKO	
	Ву:	

CHRIS JOHNSON, Mayor

SHANELL OWEN, City Clerk

Chapter 6 ROOM TAX

4-6-1: DEFINITIONS:

Unless it is apparent from the context that another meaning is intended, the following words when used herein shall have the following meanings:

LESSEE: Any person renting rooms, spaces or other accommodations from a licensee.

LICENSEE: Any person operating or conducting a transient lodging rental business.

RECREATION FACILITY OR RECREATION FACILITIES: A place, structure, area or other facility used for community recreation, such as playgrounds, playing fields or courts, beaches, lakes, rivers, swimming pools, dams constructed across streams or rivers for the creation of swimming pools and recreational reservoirs, gymnasiums, auditoriums, camps, parks, ski facilities, golf courses, natural reservoirs, recreation grounds, fairgrounds, exposition buildings, convention halls, field houses, amusement halls and recreation centers.

RENTAL BUSINESS: A. Rent: The act of permitting a person to use or occupy any portion of a transient lodging rental business in exchange for a fee paid, or the compensation paid for such use or occupancy. The terms "rent" and "lease" shall have the same meaning in this chapter.

B. Transient Lodging Rental Business: The operating of any business which provides "transient lodging", wherein a room, space or other accommodation is rented for a period of less than twenty eight (28) days for use by the same tenant, to include any room, space or other accommodation which is rented to the same tenant in successive terms, the total of which is less than twenty eight (28) days each, but not to include any room, space or other accommodation which is rented for a term of twenty eight days (28) or longer. In the event a business rents a portion of its rooms, spaces or other accommodations for terms of less than twenty eight (28) days each of the same set or other accommodation which is rented for a term of twenty eight days (28) or longer. In the event a business rents a portion of its rooms, spaces or other accommodations for terms of less than twenty eight (28) days and another portion of its rooms, spaces or other accommodations for terms of twenty eight (28) days or more, only those rooms, spaces or other accommodations rented for terms of less than twenty eight (28) days shall constitute a "transient lodging rental business".

TAX ADMINISTRATOR: When used in this chapter, the Elko city clerk.

TAX ON TRANSIENT LODGING: A tax imposed herein on the rental of transient lodging by the authority of the laws of Nevada and especially Nevada Revised Statutes sections 268.095 and 268.096, and all amendments thereto.

TENANT: The person actually occupying a room, space or other accommodation in a transient lodging rental business, regardless of the method or means of payment.

TRANSIENT LODGING: The following types of lodging:

A. Hotels;

B. Motels;

- C. Apartments;
- D. Timeshare projects, except when an owner of a unit in the timeshare project who has a right to use or occupy the unit is occupying the unit pursuant to a timeshare instrument as defined in Nevada Revised Statutes section 119A.150;
- E. Apartment hotels;
- F. Vacation trailer parks;

G. Campgrounds;

- H. Parks for recreational vehicles; and
- I. Any other establishment that rents rooms, spaces or other accommodations to temporary or transient guests having four (4) or more rooms, spaces or other accommodations for rent. (Ord. 627, 11-9-2004)

4-6-2: TAX ON TRANSIENT LODGING:

There is hereby fixed and imposed on every licensee operating a transient lodging rental business within the city a transient lodging tax in the total amount of fourteen percent (14%) to be collected as follows:

Fourteen percent (14%) of the gross income actually received, excluding the lodging tax, by each licensee for transient lodging rentals. Complimentary transient lodging (transient lodging which is provided at no cost to the occupant) is nontaxable. To be considered complimentary transient lodging, the transient lodging must be provided on an individual basis and not as part of any established package, advertised or otherwise, which includes other products or services. Transient lodging, except those promotional packages that include airfare, is computed by obtaining the percentage that the transient lodging rack rate bears to the retail value of the package and multiplying that percentage by the package cost to the occupant, or the actual amount charged for the transient lodging, whichever is greater.

Example: Transient lodging with an established rack rate of fifty dollars (\$50.00) is included in the following package, which is sold for forty dollars (\$40.00):

Food credit	\$ 10 .00
Coins	10 .00

http://www.sterlingcodifiers.com/codebook/index.php?book_id=316

4/5/2018

Sterling Codifiers, Inc.

Cabaret show	20 .00
Drink tokens	10 .00
Rack rate	50 .00
Retail value of package	100 .00

The rack rate equals fifty percent (50%) of the retail value of the package. Therefore, fifty percent (50%) of the package cost, or twenty dollars (\$20.00), must be allocated to transient lodging and included in taxable revenue.

Transient lodging tax charged for transient lodging rented as part of a promotional package that includes airfare shall be set by resolution of the city council. (Ord. 794, 5-12-2015, eff. 7-1-2015)

4-6-3: LICENSE REQUIRED:

- A. It shall be unlawful for any person, either for himself or for another person, to commence or to carry on any transient lodging rental business without first having procured a license from the tax administrator so to do; provided, that a licensee may secure the license within ten (10) days of commencement of business and the license shall be issued as of the date of the commencement of business.
- B. The tax administrator shall, upon receipt of an application for a license, issue a license to such applicant who shall keep the same posted in his place of business in a conspicuous place. (Ord. 627, 11-9-2004)

4-6-4: EXEMPTIONS AND EXCEPTIONS:

There shall be, and hereby is, exempted from the license tax on transient lodging, each rental by any lessee of a room, space or other accommodation when the room, space or other accommodation is paid for, directly, from a federal, state or local governmental entity. (Ord. 627, 11-9-2004)

4-6-5: TRANSIENT LODGING TAX TO BE COLLECTED FROM LESSEE:

Each licensee is, and shall be, required to add the amount of the transient lodging tax onto the amount of the transient lodging rentals due from each lessee. The amount of the tax shall be

displayed separately from the price of the transient lodging rent on the registration card or other record of the licensee. (Ord. 627, 11-9-2004)

4-6-6: DISPLAY OF NOTICE:

Each licensee shall prominently display in each room, space or other accommodation rented or at the option of the licensee, in the lobby at or in the immediate vicinity of the registration desk, a sign reading substantially as follows:

NOTICE

This business is required by law to collect a fourteen percent (14%) transient lodging tax on any rental of transient lodging of less than twenty eight (28) days.

The Management

(Ord. 794, 5-12-2015, eff. 7-1-2015)

4-6-7: LICENSES:

Licenses required by this chapter shall be issued by the city clerk. Such licenses may be issued by the city clerk on an annual calendar year basis; or on a semiannual calendar year basis, the first period being from January 1 through June 30 of such year and the second period being from July 1 through December 31 of such year; or on a quarterly basis, the first quarter commencing January 1 and ending March 31, the second quarter commencing April 1 and ending June 30, the third quarter commencing July 1 and ending September 30 and the fourth quarter commencing October 1 and ending December 31. All licenses issued shall be valid for the period of time specified in such license. No licenses issued hereunder shall be transferable. There shall be no charge made to the licensee for any license issued hereunder. (Ord. 627, 11-9-2004)

4-6-8: AUTHORITY TO COLLECT TAX:

The city clerk is hereby authorized and empowered to collect the proceeds of this transient lodging tax, together with any and all interest and penalties in connection therewith, and to enforce by all appropriate and lawful means the provisions of this chapter, and to bring suit therefor as well as to proceed by any appropriate criminal action. The city clerk is also hereby authorized and empowered to collect information related to daily occupancy and average daily rate; however, such information shall be deemed confidential pursuant to Nevada Revised Statutes section 268.490 (records; confidentiality). (Ord. 627, 11-9-2004)

4-6-9: PAYMENT OF TAX, INTEREST AND PENALTIES:

Every licensee shall pay the transient lodging tax to the city clerk on or before the tenth day of the month when such tax shall accrue. Payment of the transient lodging tax shall become delinquent on the sixteenth day of the month. Such tax becomes payable to the city clerk by the licensee pursuant hereto. (Ord. 627, 11-9-2004)

4-6-10: ALLOCATION AND USE OF TRANSIENT LODGING TAX FUNDS:

The transient lodging tax in the total amount of fourteen percent (14%) of the gross income actually received, excluding the lodging tax, by each licensee for transient lodging rentals pursuant to section 4-6-2 of this chapter shall be allocated and used by the city on the following percentages under the following categories. The transient lodging tax allocation shall be reviewed annually by the city council:

- A. All proceeds from the gross income actually received, excluding the lodging tax, by each licensee for transient lodging rentals for the recreation transient lodging tax fund in the amount of six percent (6%) shall be deposited in a special fund in the city treasury to be known as or designated as the recreation fund.
- B. All proceeds from the gross income actually received, excluding the lodging tax, by each licensee for transient lodging rentals for the Elko convention and visitors authority transient lodging tax fund in the amount of two and three-eighths percent $(2^3/_8\%)$ shall be paid to the Elko convention and visitors authority as collected on and after July 1, 1998.
- C. All proceeds from the gross income actually received, excluding the lodging tax, by each licensee for transient lodging rentals in the amount of one percent (1%), promotion of tourism transient lodging tax, shall be paid as follows:
 - 1. Three-eighths $({}^{3}/{}_{8})$ of all proceeds of the promotion of tourism transient lodging tax must be paid to the department of taxation for deposit with the state treasurer for credit to the fund for the promotion of tourism.
 - 2. Five-eighths (⁵/₈) of all proceeds of the promotion of tourism transient lodging tax must be deposited with the Elko County recreation board created pursuant to Nevada Revised Statutes section 244A.597, to be used to advertise the resources of the county of Elko related to tourism, including available accommodations, transportation, entertainment, natural resources and climate, and to promote special events related thereto.
- D. All proceeds from the gross income actually received, excluding the lodging tax, by each licensee for transient lodging rentals for the Western Folklife Center transient lodging tax fund in the amount

of one-fourth of one percent (0.25%) shall be paid to the Western Folklife Center fund as collected on and after July 1, 1998.

- E. All proceeds from the gross income actually received, excluding the lodging tax, by each licensee for transient lodging rentals for the agricultural district 4 transient lodging tax, in the amount of onehalf of one percent (0.5%) shall be paid to agricultural district 4 as collected on and after July 1, 1998.
- F. All proceeds from the gross income actually received, excluding the lodging tax, by each licensee for transient lodging rentals for the Elko Sno Bowl Foundation transient lodging tax in the amount of one-eighth of one percent (0.125%) shall be paid to Elko Sno Bowl Foundation as collected on and after July 1, 1998.
- G. All proceeds from the gross income actually received, excluding the lodging tax, by each licensee for transient lodging rentals for the marketing/tourism promotion transient lodging tax in the amount of one and three-fourths percent $(1^{3}/_{4}\%)$ shall be paid to the Elko convention and visitors authority on the condition that it creates a separate marketing and tourism promotion fund to account for all collections and expenditures made on and after July 1, 2001.
- H. All proceeds from the gross income actually received, excluding the lodging tax, by each licensee for transient lodging rentals will first be applied to the Elko Regional Airport debt service transient lodging tax fund in the amount of up to two percent (2%) and shall be paid to the Elko Regional Airport as collected on and after August 1, 2007. Any amounts in excess of the debt service requirement, as determined by the annual audit, shall be paid to the Elko convention and visitors authority on the condition that it creates a separate facility fund to account for all collections and expenditures. No portion may be used for salaries or benefits.
- I. All recipients of the transient lodging tax shall render to the city an annual account showing in detail the use of all transient lodging tax received from the city. (Ord. 794, 5-12-2015, eff. 7-1-2015)

4-6-11: EXAMINATION OF BOOKS AND RECORDS:

The tax administrator and his duly authorized agent are empowered to examine and audit the books, papers and records of any licensee or person operating a transient lodging rental business and to make investigations in connection therewith. (Ord. 627, 11-9-2004)

4-6-12: PENALTIES AND INTEREST:

If the transient lodging tax is not paid on or before the fifteenth day of the month in which it becomes due, or if such day falls on a Saturday, Sunday or legal holiday, on the next succeeding day not a Saturday, Sunday or legal holiday, then the licensee shall pay a penalty of fifteen percent (15%) of the unpaid, due and delinquent transient lodging tax, and the licensee shall also pay the costs of collection of the tax, penalty, court costs and attorney fees. (Ord. 627, 11-9-2004)

4-6-13: USES AND PURPOSES OF TRANSIENT LODGING TAX PROCEEDS:

The city council shall use the proceeds of the transient lodging tax provided by this chapter for the following use, uses, purpose or purposes, or any one or more thereof, at such times, in such amounts and in such manner as they shall determine, from time to time:

A. Recreation Fund Tax On Transient Lodging:

- 1. Operating and maintaining recreation facilities under the jurisdiction of the city council.
- 2. Improving, extending and bettering such recreation facilities.
- 3. Constructing, purchasing or otherwise acquiring such recreation facilities.
- 4. Whenever any recreation facility is affected by or will be affected by any flood control project being constructed or to be constructed under the provisions of any federal law if the city council finds that such flood control project will improve, better and protect such recreation facility, the city council shall have the power and authority to give assurances to and perform any other acts required by and satisfactory to the secretary of the army that the location and cooperation required for such flood control project by such federal law will be furnished by the city to the extent that the city council shall determine.
- 5. To establish, construct, purchase, lease, rent, acquire by gift, grant, bequest, devise, or otherwise acquire, reconstruct, improve, extend, better, alter, repair, equip, furnish, regulate, maintain, operate and manage recreation facilities within or without the city, including personal property, real property, lands, improvements and fixtures thereof, property of any nature appurtenant thereto or used in connection therewith, and every estate, interest and right, legal or equitable, therein, including terms for years.
- 6. To accept contributions, grants or other financial assistance from the federal government or any agency or instrumentality thereof, corporate or otherwise, the state of Nevada or any of its political subdivisions, or from any other source, for or in aid of any recreation facility within the area of operation of the city council, and to comply with such conditions, trust indentures, leases or agreements as may be necessary, convenient or desirable.
- 7. To use such funds to pay the necessary expense of imposition, collection and expenditure of this transient lodging tax and the proceeds thereof.
- 8. To use such proceeds to repay any loans, debts or bonded indebtedness that the city council may incur in connection with such recreation facilities, and that in that connection to pledge this transient lodging tax and the proceeds thereof as security for the repayment of any such loans,

debts, obligations secured by bond, bonds, and other indebtedness which may be incurred in connection with such recreation facilities.

- 9. For marketing and/or promotion of transportation services serving the city.
- B. Elko Convention And Visitors Authority On Transient Lodging Tax Fund: To pay the proceeds thereof to the Elko convention and visitors authority, to be used by it for any lawful purposes, as it shall determine in carrying out its powers under Nevada Revised Statutes chapter 227, as may be amended from time to time.
- C. Promotion Of Tourism On Transient Lodging Tax Fund:
 - 1. Three-eighths $({}^{3}/_{8})$ of all proceeds of the tax must be paid to the department of taxation for deposit with the state treasurer for credit to the fund for the promotion of tourism.
 - 2. Five-eighths (⁵/₈) of all proceeds of the tax must be deposited with the Elko County recreation board created pursuant to Nevada Revised Statutes sections 244A.597 and 244A.599 to be used to advertise the resources of the county related to tourism, including available accommodations, transportation, entertainment, natural resources and climate, and to promote special events related thereto.
- D. Western Folklife Center On Transient Lodging Tax Fund: To donate the proceeds thereof to the Western Folklife Center, a Utah corporation licensed to do business in the state of Nevada, to be used by it to help operate and finance cultural and educational activities within the city relating to the events and activities which said corporation engages in within the city.
- E. Agricultural District 4 On Transient Lodging Tax Fund: To donate the proceeds thereof to the agricultural district 4 to be used by it for any lawful purposes as it shall determine in carrying out its powers pursuant to applicable Nevada Revised Statutes provisions.
- F. Elko Sno Bowl Foundation On Transient Lodging Tax Fund: To donate the proceeds thereof to the Elko Sno Bowl Foundation, a Nevada nonprofit corporation to be used by it to help operate and finance the Sno Bowl skiing facility which is located on land owned by Elko County, Nevada.
- G. Marketing/Tourism Promotion On Transient Lodging Tax Fund:
 - 1. To use for marketing efforts to increase travel to Elko by tourists, on a national and/or regional level. The Elko convention and visitors authority will determine the appropriate marketing packages and programs to be funded by this tax.
 - 2. This tax may not be used for administration or overhead for the Elko convention and visitors authority.

- 3. The city will exercise reasonable efforts to provide, on a monthly basis, summary reports of the confidential room occupancy reports to the Elko convention and visitors authority and the city council as a tool to monitor the success of the marketing efforts funded by this tax. (Ord. 705, 4-28-2009)
- H. Elko Regional Airport Debt Service Transient Lodging Tax Fund: To use such proceeds to repay any loans, debts or bonded indebtedness that the city council may incur in connection with such airport facilities, and that in that connection to pledge this transient lodging tax and the proceeds thereof as security for the repayment of any such loans, debts, obligations secured by bond, bonds, and other indebtedness which may be incurred in connection with such airport facilities.
 - 1. Any amounts in excess of the debt service requirement, as determined by the annual audit, shall be paid to the Elko convention and visitors authority on the condition that it creates a separate facility fund to account for all collections and expenditures. No portion may be used for salaries or benefits. (Ord. 758, 9-11-2012)

4-6-14: REFUND:

Any person aggrieved by the provisions contained herein shall present his claim to the city council prior to seeking any other form of administrative relief or judicial relief, except as otherwise required by law. The city council shall have the authority to grant any appropriate relief from the provisions of this chapter, to include the authority to refund, with interest if appropriate, to any licensee, any transient lodging tax improperly collected by the city council or the city clerk from such licensee and to include the authority to grant relief to any person who is determined by the city council to have been adversely affected by any retroactive amendments to this chapter. (Ord. 627, 11-9-2004)

4-6-15: FORMS AND COSTS:

The city clerk is hereby empowered and authorized to designate the form of and have prepared or printed all stationery, supplies, records, notices, receipts, licenses and other forms that the city clerk deems necessary or advisable in connection with the collection, administration and disbursement of the proceeds of this transient lodging tax, and to obtain all supplies, records and other property and equipment deemed necessary by the city clerk in connection with the collection, administration, use and disbursement of the said transient lodging tax proceeds. All costs, expenses, charges and debts incurred by the city, or by the city clerk under the provisions of this chapter, in connection with the imposition, collection, administration, use and disbursement of this transient lodging tax and the proceeds thereof shall be paid out of the recreational fund provided for in this chapter. (Ord. 627, 11-9-2004)

4-6-16: PENALTIES:

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Any person violating any of the provisions of this chapter, or failing or refusing to collect or pay the transient lodging tax proceeds as herein provided, shall, upon conviction thereof, be punished as provided in <u>title 1, chapter 3</u> of this code. Each day's violation of the provisions of this chapter may be deemed a separate offense. The city, by and through its city clerk, or mayor and/or city council, is further empowered and authorized to pursue all rights, remedies, procedures, claims and causes of action it may have at law or in equity to enforce the provisions of this chapter and to collect this transient lodging tax from the persons owing the same, by civil action, including, without being limited to, injunctions. (Ord. 627, 11-9-2004)