



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, May 8, 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: May 3, 2018 at 8:50 a.m.

ELKO COUNTY LIBRARY
 720 Court Street, Elko, NV 89801
 Date/Time Posted: May 3, 2018 at 9:00 a.m.

ELKO POLICE DEPARTMENT
 1448 Silver, Elko NV 89801
 Date/Time Posted: May 3, 2018 at 8:40 a.m.

ELKO CITY HALL
 1751 College Avenue, Elko, NV 89801
 Date: Time Posted: May 3, 2018 at 8:30 a.m.

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

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

Dated this 3rd day of May, 2008

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

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.D.T., TUESDAY, MAY 8, 2018
ELKO CITY HALL, 1751 COLLEGE AVENUE, ELKO, NEVADA

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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

APPROVAL OF MINUTES: April 24, 2018 Regular Session

I. PRESENTATIONS

- A. Proclamation by the Mayor in recognition of Kids to Parks Day, and matters related thereto. **INFORMATION ONLY–NO ACTION WILL BE TAKEN**

- B. Proclamation by the Mayor in recognition of Arson Awareness Week, and matters related thereto. **INFORMATION ITEM ONLY – NO ACTION WILL BE TAKEN**

- C. Update on the NV League of Cities by Executive Director Wes Henderson, and matters related thereto. **INFORMATION ONLY – NO ACTION WILL BE TAKEN**

- D. Special Recognition of the contributions by NYTC Staff and Crews for their participation in the recent “Take Pride in the Community Event,” and matters related thereto. **INFORMATION ITEM ONLY – NO ACTION WILL BE TAKEN**

- E. Presentation of the 2017 Public Works Year in Review by Public Works Director Dennis Strickland, and matters related thereto. **INFORMATION ITEM ONLY - NO ACTION WILL BE TAKEN**

- F. Presentation by Police Chief Ben Reed and Joelle Gutman regarding the newly formed Rural Regional Behavioral Health Policy Board, and matters related thereto. **INFORMATION ONLY – NO ACTION WILL BE TAKEN**

II. CONSENT AGENDA

- A. Review, consideration, and possible approval of a funds transfer from the General Fund to the Recreation Fund for the purchase of lighting for the Sports Complex, and matters related thereto. **FOR POSSIBLE ACTION**

At Council's direction, we have identified funds that are available to assist with the completion of the Sports Complex. The City has currently awarded a bid for the construction of the Elko Sports Complex and accordingly, we have allocated the excess sales tax received in FY18 to the purchase of the outdoor lighting for the project. These lights are outside of the bid package that is currently awarded. However, the installation of the lighting is included in the awarded bid. It will be necessary to order the lighting prior to the end of FY18 to ensure timely delivery for installation. This purchase was not budgeted in FY18. JJ

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 Contractors Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- D. Review, consideration, and possible approval for the Fire Department to purchase a new Type III Fire Apparatus from Boise Mobile Equipment in the amount of \$319,940.00, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko Fire Department would like the approval to begin the purchasing process for a new Type III Fire Engine. The new Fire Engine will replace the current Rescue 10, which is 18 years old, and will be built by Boise Mobile Equipment, at the price of \$319,940.00. The apparatus will feature seating for four firefighters, 500 gallons of water, 750 gallon per minute pump, pump and roll capabilities, and increased compartment space. Due to a process and build time of 6 months to a year, the Fire Department would like to order the apparatus, and not require payment until delivery. This purchase will be done utilizing the HGAC purchasing program. JS

- E. Review, consideration, and possible approval for the Fire Department to apply with the Elko County LEPC for the United We Stand Grant, in the amount of \$24,285.00, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko Fire Department would like to apply with the Elko County Local Emergency Planning Commission for the 2019 United We Stand Grant. The grant will apply for an Incident Management Software Program, five mobile and three handheld aircraft radios, and two Hazardous Materials Containment Kits. The Incident Management Software will be able to be utilized by all Elko County Emergency Response Agencies as well as the Emergency Operations Center. The aircraft radios will be used by the Elko Fire Department in the Emergency Apparatus to enhance the communications between aircraft, expedite response to an incident, and have airport communications anywhere in the City. The two Hazardous Materials Kit will be utilized by the Hazmat Team to combat Chlorine Leaks and Leaks from low-pressure cylinders. The City of Elko would initially pay for the cost of the items in the grant, and the City would be reimbursed from Elko County. JS

IV. NEW BUSINESS

- A. Review, consideration, and possible approval of a second amendment to Revocable Permit No. 3-17, filed by WANRack, LLC to occupy a portion of the City of Elko Right-of-Way, to accommodate installation of a new fiber optic wide area network between school facilities, and matters related thereto. **FOR POSSIBLE ACTION**

Council reviewed the application for a revocable permit at their September 26, 2017 meeting and approved to enter into a license agreement with Wanrack. A first amendment to the license agreement was approved by Council on November 28, 2017. Wanrack has changed the Scope of Work to include additional routes and therefore requiring a second amendment with new exhibits. CL

- B. Review, consideration, and possible issuance of final acceptance for the Golden Gate Petroleum of Nevada, LLC Water and Sewer Line Installation, and matters related thereto. **FOR POSSIBLE ACTION**

The project has been completed in accordance with the plans and specifications. Staff recommends Council approve the issuance of final acceptance. RL

V. RESOLUTIONS AND ORDINANCES

- A. Review, consideration, and possible approval of Resolution No. 15-18, a resolution authorizing the expenditure of funds by the Redevelopment Agency from its Special Revenue Fund in the amount of \$250,000, for the work proposed for the Centennial Park Expansion Project, and matters related thereto. **FOR POSSIBLE ACTION**

RDA approved expenditure of \$250,000 for the Centennial Park Expansion Project at their February 27, 2018 meeting. As per the Redevelopment Plan, City Council must give consent on the expenditures. CL

- B. First reading of Ordinance No. 829, an ordinance amending Title 3, Chapter 2, of the Elko City Code "GENERAL ZONING ORDINANCE" specifically Section 3-2-11 IBP, IC Industrial Districts, filed and processed as Zoning Ordinance Amendment No. 1-18, and to direct Staff to set the matter for public hearing, second reading, and possible adoption, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission held a public hearing on May 1, 2018, and took action to forward a recommendation to Council to adopt an ordinance, which approves the zoning ordinance amendment. CL

VI. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Review and consideration of a request to waive or reduce the vendor fee(s) for the Elko Farmer's Market, including the Market's approval to be located at the parking lot behind Sherman Station on Saturday June 16, July 21, August 18, and September 15, 8:00 a.m.-12:00 noon, and matters related thereto. **FOR POSSIBLE ACTION**

A letter from Sue Kennedy and Dan Lotspeich has been included in the agenda packet for review. Additionally, a letter of support from the Elko Area Chamber of Commerce and the current lease agreement between the City of Elko and the Chamber have been included for review. The Elko Farmer's Market is considered a Special Event, pursuant to Elko City Code 4-1-6.

Since the Elko's Farmer Market is proposing to use public property, a \$34.50 per vendor per event fee is required. By contrast, events held on private property are charged \$6.00 per vendor per day. Although technically public property, the Sherman Station parking lot is included in the lease area and operated/controlled by the Chamber. The Elko Area Chamber of Commerce is willing to sponsor the event(s), if necessary. CC

VII. 5:30 P.M. PUBLIC HEARINGS

- A. Second reading, public hearing, and possible adoption of Ordinance No. 828, an ordinance amending Title 4, Chapter 6, entitled "Room Tax", and matters related thereto. **FOR POSSIBLE ACTION**

At its April 24, 2018 meeting, City Council held first reading of Ordinance No. 828. All transient lodging facilities have been mailed a copy of Ordinance No. 828. SO

- B. Second reading, public hearing, and possible adoption of Ordinance No. 830, an ordinance increasing the corporate limits of the City of Elko, Nevada, pursuant to the provisions of N.R.S. 268.670 annexing thereto a certain tract of land partially contiguous to and not embraced within the present limits of the City of Elko described as follows: a parcel of land located southwest of the intersection of P and H Drive and West Idaho Street in Section 30, T. 34 N., R. 55 E., MDM, Elko County, Nevada, consisting of 32.74 acres, filed by Legend Engineering on behalf

of Ed and Sharon Netherton and JoyGlobal Surface Mining Inc. and processed as Annexation No. 1-18, and matters related thereto. **FOR POSSIBLE ACTION**

Council accepted the petition for the subject annexation on March 27, 2018, and directed Staff to continue with the annexation process by referring the matter to the Planning Commission. The Planning Commission considered the annexation on April 3, 2018, and took action to forward a recommendation of approval with findings back to the Council. Council held First Reading of the ordinance on April 24, 2018. CL

VIII. REPORTS

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

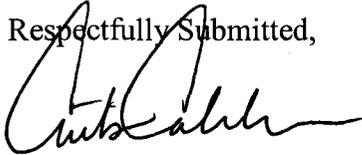
COMMENTS BY THE GENERAL PUBLIC

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

ADJOURNMENT

Respectfully Submitted,



Curtis Calder
City Manager

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

SS April 24, 2018

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, April 24, 2018.

This meeting was called to order by Mayor Chris Johnson.

CALL TO ORDER

ROLL CALL

Mayor Present: Chris J. Johnson

Council Present: Councilman John Rice
Councilwoman Simons
Councilman Robert Schmidlein
Councilman Reece Keener

City Staff Present: Curtis Calder, City Manager
Scott Wilkinson, Assistant City Manager
Debbie Henseler, Business License Technician
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
Mike Palhegyi, Police Lieutenant
Jeremy Draper, Development Manager
Jeff Ford, Building Official
Matt Griego, Fire Chief
John Holmes, Fire Marshal
James Wiley, Parks and Recreation Director
Dave Stanton, City Attorney
Candi Quilici, Accounting Supervisor
Jim Foster, Airport Manager
Diann Byington, Recording Secretary

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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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: April 10, 2018 **Regular Session**

The minutes were approved by general consent.

I. PRESENTATIONS

- A. A reading of a proclamation in recognition of Arbor Day, and matters related thereto. **INFORMATION ONLY – NON-ACTION ITEM**

Mayor Johnson read the proclamation.

- B. A reading of a proclamation in recognition of Parkinson's Awareness Month, and matters related thereto. **INFORMATION ONLY – NON-ACTION ITEM**

Mayor Johnson read the proclamation and presented a copy to a representative.

The representative said there are a number of folks in Elko, Elko County and surrounding areas that participate in their Parkinson's Support Group. There are caregivers trying to help these folks as much as they can. The goal is quality of life and to continue living. He thanked the Mayor and Council.

III. PERSONNEL

- A. Review, consideration, and possible approval of the revised Personal Appearance Policy, Chapter 2.23 of the City of Elko Personnel Policy Manual, and matters related thereto. **FOR POSSIBLE ACTION**

The Personal Appearance Policy has been revised to better align with our organization's workforce and acceptable personal appearance standards. AB

Aubree Barnum, Human Resources Manager, explained the changes to the policy. Staff recommended approval.

**** A motion was made by Councilman Keener, seconded by Councilman Rice, to approve the revised Personnel Policy, Chapter 2.23, Personal Appearance Policy, as presented effective April 24, 2018.**

The motion passed unanimously. (5-0)

IV. APPROPRIATIONS

- B. Review, consideration, and possible approval to award a bid for the Reuse Pipeline and Sanitary Sewer to the Elko Sports Complex-Railroad and River Crossing project, and matters related thereto. **FOR POSSIBLE ACTION**

Bids were opened on April 13, 2018. A Bid Tally Sheet is included as supplemental agenda information. SAW

Scott Wilkinson, Assistant City Manager, explained there were four bids presented. There was a bid tabulation sheet in the packet. The bids were evaluated by staff and it was determined that Ruby Dome was the low, responsive bidder. The recommendation is to award that contract to Ruby Dome Construction in the amount of \$1,117,267.50.

**** A motion was made by Councilman Keener, seconded by Councilman Rice, to award the bid to Ruby Dome Construction for the Elko Sports Complex River Crossing Project, in the amount of \$1,117,267.50.**

The motion passed unanimously. (5-0)

- C. Review, consideration, and possible authorization for the creation of a force account for the construction of the Sports Complex, and matters related thereto. **FOR POSSIBLE ACTION**

At the April 10, 2018 Council meeting, Granite Construction was awarded a contract for the construction of the Sports Complex. Due to the size and complexity of the project, Staff would like to establish a Force Account of \$100,000 to allow for the approval of Change Orders beyond our standard policy. Prior to approval, the Project Management Team will review all change orders for the City. BT

Bob Thibault, Civil Engineer, explained it was suggested that they do this to keep this project similar to what was done for the Police Station construction. There was a force account on that project. With this being a similarly large project, they are hoping to do the same.

**** A motion was made by Councilman Rice, seconded by Councilman Schmidlein, to authorize the use of a force account for the construction of the Sports Complex in the amount of \$100,000.**

The motion passed unanimously. (5-0)

- D. Review, consideration, and possible authorization for Arts and Culture Advisory Board to contribute \$500 toward the completion of landscaping improvements around the Sesquicentennial Sagebrush, and matters related thereto. **FOR POSSIBLE ACTION**

At their April 4, 2018 meeting, the Arts and Culture Advisory Board took action to forward a recommendation to the Council to allocate \$500 from their budget to go towards the completion of improvements around the Sesquicentennial Sagebrush to be completed during Clean Up Green Up. JD

Jeremy Draper, Development Manager, explained this was something that the Arts and Culture Advisory Board has been working to get completed for some time. There was a landscaping component that could not be funded at the time. The Arts and Culture Advisory Board would like to contribute some funds.

**** A motion was made by Councilman Rice, seconded by Councilwoman Simons, to allocate \$500 to the Sesquicentennial Sagebrush Landscaping Project.**

The motion passed unanimously. (5-0)

- E. Review, consideration, and possible authorization for Staff to solicit bids for the Public Works Department Preventive Maintenance Project 2018, to apply Micro Slurry Seal to select City streets, and matters related thereto. **FOR POSSIBLE ACTION**

Micro Slurry Seal is a preventive maintenance treatment, which will be applied to approximately 40,466 l.f. of selected city streets, plus the parking corridor between 6th Street and 7th Street, which were identified and adopted as part of the City of Elko street inventory. This work will be completed after July 1, 2018. DS

Dennis Strickland, Public Works Director, explained they will be near that 40,000 number. We will see come bid day but the selection of streets will be based on the inventory and priority one streets will be selected and treated as needed.

**** A motion was made by Councilman Rice, seconded by Councilwoman Simons, to authorize staff to solicit bids for the Public Works Department Street Maintenance Project 2018.**

The motion passed unanimously. (5-0)

VI. NEW BUSINESS

- C. Review, consideration, and possible authorization to enter into an Agreement to Install Improvements and Performance/Maintenance Guarantees for subdivision improvements associated with the Tower Hill Subdivision Unit 1, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code 3-3-44 requires the subdivider to have executed and filed an agreement between the subdivider and the City for the required subdivision improvements, included stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in accordance with Elko City Code 3-3-45. As a condition of the Planning Commission's approval of Tower Hill Unit 1, the Performance Agreement is to be submitted to the City Council in conjunction with the final plat. The subdivider has indicated that he would provide a cash security to satisfy 3-3-45 of Elko City Code. The agreement has been drafted based on that assumption.

A second requirement forwarded by the Planning Commission is for the developer to enter into the Agreement to Install Improvements and Performance/Maintenance Guarantees within 30 days of approval of the final plat by the City Council. JD

Jeremy Draper, Development Manager, explained the developer, Scott MacRichie, was in the audience with his legal counsel, Katie McConnell. There are two agreements presented as backup to the agenda item. The first is from our attorney and the next one is from the developer with some things they would like included in the agreement. He went over a staff memo in detail that was sent out earlier in the day.

Scott Wilkinson, Assistant City Manager, confirmed the agreement for Tower Hill that was executed by JTM in December 2016, was not structured the same as the Eight Mile Estates.

Mr. Draper agreed and said they had used it as a starting point and made modifications from there. He continued going over the memo. Just last week, Tom Ballew provided backup that Tower Hills is getting closer to completion. All of the underground utilities are completed. The type II base was being spread. Based on the engineer's estimate that was provided for the project, we show about 47% of the required improvements have been completed to date.

Mr. Wilkinson clarified that none of the work has been certified by the engineer of record and none of the testing required to back up the certification from an engineer of record has been submitted to the City at any point during this entire process.

Mr. Draper continued going over the memo. The submitted information indicates that it is in discussions allowing for the option to reduce the performance guarantee to reflect certified improvements. None of the work has been certified or accepted by the City to date. City Staff has had difficulty enforcing the code as it pertains to the requirements of a performance agreement, security for the performance agreement and with executing the agreement within an acceptable timeframe consistent with City Code. City Staff is attempting to ensure consistent application of the code and stress the importance of the performance agreement. In this case, the developer has taken over four years to partially complete phase one of the subdivision. The City of Elko has not accepted any of the work at Tower Hill Subdivision. The developer has not caused any of the work to be certified by the engineer of record. There is \$500,000 total cost yet to be completed. The developer was unresponsive to prior attempts to execute a performance agreement in a timely manner. The prior agreement was provided to the developer in January of 2015. That was not executed until December 2016. Once executed the required security was not provided to the City.

Dave Stanton, City Attorney, wanted the developer to discuss their side of this.

Councilman Rice asked the practice prior to this, the decision by staff is now that this requirement will be uniformly enforced. The practice prior to this was that it was not uniformly enforced?

Mr. Draper answered last Fall we had Mr. Schmidt in front of council. His agreement required that full guarantee in place. He had already completed the improvements and he still had to provide that full guarantee to us.

Mr. Wilkinson said right now we have some developers that have security in place for the full amount of the work to be completed. Other subdivisions are in advance stages of completion. There have been some inconsistency. A lot of the inconsistencies is due to unresponsiveness of developers. We need to have a developer indicate to the City what type of security they are

going to provide for those performance agreements so we can execute those agreements within a 30 day timeframe.

Councilman Schmidlein asked how this development has gotten this far without having the bonds put in place. City staff has allowed this project to proceed and now we are in a middle of a nightmare trying to straighten it out.

Katie McConnell, attorney representing JTM, the developer, said Mr. Schmidt's agreement was brought up. Mr. Schmidt was present and she wasn't sure if he wanted to speak to his agreement or not. The Planning Commission action on this item was that a draft of the agreement be submitted to City Council. The Planning Commission action did not indicate that the agreement had to be approved. Based on that action they have submitted their own draft with their proposed language, which is only one paragraph difference than the City's draft. There was a lot of information provided to her from Mr. Draper this morning. It is important that Council understand what is at stake here. Should the City allow a reduction in the performance guarantee commensurate with the amount of work that is completed at the time the performance agreement is signed. They have 30 days for that performance agreement to be signed. What is a performance guarantee? It would seem to be a guarantee that the work is going to be performed. We are working with a subdivision that is going to be almost entirely completed in the next two weeks, and probably completed by the time the performance agreement is signed. This is not a subdivision that is going to be completed. She went over City Code regarding performance agreements and required improvements. The Elko City Code does not provide any guidance for a subdivision in which all or part of the work is completed prior to the execution of the performance agreement. The code only contemplates work that will be completed or will be constructed, not that has been completed or has been constructed. When we are looking at the options for the performance guarantee, we look at the performance bond. It was stated that City Staff contacted LP Insurance in Reno and that they have "clearly stated that it is entirely possible to bond for work that has not been accepted as completed by the City." JTM tried to get a performance bond from their insurance company, Adobe Insurance, and they said we can't do it. She called LP Insurance yesterday, and the response that she got was that the City staff and City Attorney contacted them and asked them some questions. She asked what was said. They said this project is the result of "staff letting things slide" and it is not definitively capable of bonding such a project and a bond like this is "a lot more work" and it is like "pushing a boulder up a hill" to get assurity to bond for this. She called them back today regarding "clearly stated that it is entirely possible to bond for work," and she answered that is not definite and "there is always a chance that the bond will be declined and the developer is going to be paying hefty premium to get a bond like this." That is a bond for work that is already completed. Next is the irrevocable letter of credit. Mr. Draper provided an email today that said he talked to somebody at Nevada Bank and Trust. She called Nevada Bank and Trust and spoke to Tom Gust. He sent a letter to JTM saying Nevada Bank and Trust no longer offers revocable or irrevocable letters of credit of terms to anyone. Mr. Gust also said that he had no idea who may or may not be looking at implementing letters of credit in this area, he can only say that he has not done a letter of credit here since 2009. We do not refer to specifics unless there is only one institution doing a particular project that they do not do. JTM did their due diligence in looking for these things and had answers that it is not available. The next one is a deposit of funds of the full cost of the required improvements. That is essentially paying for the project two times. Once when the contractors are paid and a second time to the City so they can ask for it right back. Mr. Draper hit on a lot of the issues that have gone on between the parties. In 2013, JTM began a project

called Eight Mile Estates. They only issued a 10% maintenance bond for the project. The memo today said it has since been determined that agreements structured in this manner do not meet the requirements stipulated in code and place the City at risk by not having the appropriate agreement and security in place to ensure completion of subdivision projects. That was the first time they heard of that. She mentioned several other subdivision agreements that did not provide security for the full cost. The City allowed this pattern and course of conduct at least until November 2016. The code has not changed. This is a practice that has gone on for about a decade. August of 2017, there was an email that said the performance guarantee must be for the full cost of the required improvements but the next sentence said that the City can allow for a reduction in the performance guarantee. This was after construction had already begun. December 2017 City Staff contends that the City Attorney had determined that the method of securing the project was reviewed and was not in strict compliance with Elko City Code 3-3-45. When she inquired about it she was told it was an operational issue.

Tom Ballew, High Desert Engineering, spoke about the project and what has been completed. He also explained what still needs to be completed. Certification will come at the completion of the work unless he is directed to do something in the interim. Standard procedure is to do that when the work is complete.

Mr. Wilkinson asked how many days does it take to get concrete strength tests back.

Mr. Ballew answered typically they take three cylinders at each location. The first is broke at seven days. If they see an issue they may break one at fourteen but typically they wait until twenty-eight to break the second one. The third would be a spare in case they need it.

Mr. Wilkinson said they are twenty-eight days out from knowing if the concrete meets strength, as of today, correct?

Mr. Ballew answered possibly. They see concrete strength at seven days, sometimes that meets the requirement.

Councilman Schmidlein asked what has been certified to date. Is the 47% completed what you have certified?

Mr. Ballew answered he has certified all of the underground. This certification package has not been submitted to the City. They have done all of the pressure testing on the water lines. They have done the manual testing on the sewers. They have done all of the compaction testing on the subgrades and the gravels under the sidewalks. The items he lists as 100% includes the testing and the inspection to be able to say that is 100%. He has not provided that to the City because that is normally done at the end of the project.

Ms. McConnell said JTM has relied on what the statements of the City in developing this subdivision. The code has not changed but the interpretation has changed and now a bond for the full amount would now be required. She is requesting to allow for a provision in the performance agreement for some type of a reduction in the amount of the performance guarantee, however that performance guarantee be presented to the City, for items that are completed, certified at the time the agreement is executed, rather than the full cost of the improvements. They are not disputing that JTM should enter into an agreement within 30 days

of the Council action on the map. They just asked for what they have done for at least the last ten years. This changed mid-course for JTM. This is what the City allowed for all developers. JTM will have completed most or all of the improvements within the timeframe that the agreement will be executed. They are not asking for this forever. They get that this is what City staff is now implementing. She felt this was a reasonable request. There was never a meeting with the developers explaining that this will change. This has all come from internal communications between staff and her client. She requested that Council approve her draft. The dollar amount is not in there because it is not known what that dollar amount will be when the agreement is executed. Mr. Ballew's notes today say the project is more than 64% completed as of today.

Councilman Rice asked if JTM is seeking a performance bond cost that would cover the remaining work.

Ms. McConnell repeated that they want to bond what has not been completed at the time the agreement is executed. Everything has been paid for up front so why do they need to pay for it twice? The work will be certified by the engineer at the time the agreement is executed. We have done this backwards basically.

Councilwoman Simons asked if the work will be completed at the time the agreement is signed?

Ms. McConnell said that is correct.

Mr. Wilkinson made some points to Council about what their determination should be. We need to have a date certain with an approval of a preliminary plat. You have to have a security amount for the work that is not completed: the full amount. The Development Manager looked at that project and determined that it is approximately 50% completed on a dollar amount. We are talking about a security of a half a million dollars, \$521,000, assuming the rest of the work can be certified and can be accepted by the City. If we are going to approve a final plat today, we need to have a performance agreement in place supporting that final plat and moving forward. If we are going to determine what the final amount will be at some point in the future, it still has to come back to City Council for a final amount determination. In the meantime we are just being strung along. It is difficult to get these performance agreements executed and secured in a timely manner. That is why they will all be coming back to City Council going forward.

Councilman Rice said Mr. Ballew stated that the project is about 64% complete as of today. He asked Mr. Wilkinson where he got the \$521,000.

Councilman Schmidlein answered that is roughly 50% of the project.

Mr. Wilkinson said he thought there was about \$25,000 that is not included in the engineer's estimate that is a public improvement on the state route.

Mr. Draper said that was included in the \$521,000.

Councilman Rice asked Mr. Wilkinson if this was handled as he wanted it to be handled by the staff.

Mr. Wilkinson answered no.

Councilman Schmidlein wanted some clarification. If we come to some sort of agreement accepting 50% completion, they can obtain a bond to complete the work at a reduced amount. He wanted to see the 10% bond posted for the work completed.

Ms. McConnell said it's not a 10% bond. It is 10% of the whole project needs to be posted as a maintenance bond. Mr. Ballew pointed out that the 50% completion was from last week. We are at 64% completion.

Councilman Schmidlein said that was true but Mr. Ballew cannot certify the concrete that has been poured for 28 days. Sixty-four percent may be complete but he cannot guarantee it at this moment.

Ms. McConnell said they have thirty days to execute the performance agreement. It doesn't have to be executed today. They are asking for the permissive language in the agreement that says whatever is deemed complete between Mr. Draper and Mr. Ballew, that we allow a reduction of that security, that performance guarantee. That doesn't have to come back because the engineer certifies what the amount was to begin with and what has been done. The \$521,000 came from Mr. Draper, it didn't come from Mr. Ballew. Mr. Wilkinson said the developer has strung the City along but up to now the property is still his property.

Howard Schmidt, 6094 E. Torrey Pines Circle, Draper, UT, felt everyone was kind of missing the point. This subdivision has not been recorded and it is not City property. The City doesn't need a bond on it until this plat is recorded. The code is anticipating that they will record this plat and record the public improvements and post the performance bond, and then develop and start selling lots. The City owns the street right away and we certify that all these things are going in. That has been done many times. Generally speaking, we found it is difficult to get the bonding. The City has allowed us to meet all of the agreements, come up with an agreeable plat that is ready to record and then to the work and put in all of the improvements. The skin is on him to put it in. The City looks at it and accepts the work and then they post their 10% bond. He was hit with that last year and he had to come up with \$350,000 at the last minute to record a plat. Until the project is completed, it is their project. They ran into one at Golden Hills that frustrated the City but the City didn't have to go fix that. They just waited until somebody came along and bought it, fixed it and got it accepted. As long as the improvements are done before the plat is recorded, that meets the City Code. As long as the work is done and accepted, that can be recorded.

Mr. Wilkinson said what is lost is these performance agreements are intended to stipulate time for completion so that we have orderly and timely development in the City of Elko. They are also required so that we get maps recorded, we get right-of-ways and easements, etc., so that the City can choose at it's option to complete improvements when they are not completed. When you are extending the growth of your city from the core area, and people are subdividing and coming to the City and saying they want to subdivide it and they don't perform, everything behind that dies. You can't develop it. It isn't just about certifying a plat. It is about setting the stage for development and seeing that development move forward in a timely manner and allow for additional development to continue.

Mr. Stanton said everyone agrees this was done backwards. We shouldn't be here discussing this right now. If you take a look at 3-3-45-A1, it says performance or surety bond in an amount deemed sufficient by the City Engineer to cover but in no case be less than the full cost of required improvements, engineering, inspections, incidentals expenses and replacement and repair of any existing streets and utilities or other improvement which may be damaged during construction of required improvements. The latest date to provide this performance guarantee is prior to certification of the final plat. It is really not intended to work that way because it is still the full amount. You don't want to require the full amount, change the code. This code, as it is written right now, says the full amount. The fact that it may have been not strictly enforced years ago, that happens. It is not unique to Elko. The City has started enforcing this uniformly. Cities get into trouble by picking and choosing who you are going to give a break to. Then you start running into discriminatory enforcement issues. Just because we may have been lax in the past, that happens and it is not a constitutional issue. Enforcing something disparately, treating one person differently, that's an issue. That is his concern here. This language reads full cost of required improvements and so on. He doesn't see any other way to read that. It makes sense to enter into a performance agreement before you start the work. You post the bond to make sure if there are any problems down the road that the City can come in and fix them. We are being asked in this case, to take the developers word for it. To have a developer come in and say they have done the work and keep going until they are in crisis mode and they have to do all of this work that should have been done a long time ago. In this case, as everybody has seen, there is an agreement dated December 30, 2016, that this developer signed and the amount of the performance guarantee is the full amount of the engineer's estimate. There was an understanding on the part of this developer that the full amount of the performance guarantee would be deposited with the City. The final plat expired because of a time limit in the NRS. Now we are in a separate process and we are being asked to disregard what our City Code says. If the City Council is going to interpret this differently than the way he is reading it, he asked that the Council make that finding on the record. Otherwise he sees that it is the full amount of the performance guarantee. This should have been done a long time ago. Those are the legal issues as he sees them. If we are going to enforce this we need to do it consistently. The City Council can change the code if it decides to have some sort of a mechanism to allow a developer to come in and say they have done the improvements and give me a reduced performance bond.

Councilman Rice pointed out the agreement wasn't signed by the Mayor.

Mr. Stanton said he understood that it wasn't executed by the Mayor. He was saying that the developer has presented an argument that this is a new thing. It is not.

Councilman Rice said we need to always comply with these things. This matter seems to have been arbitrarily enforced among developers. He understood the risk faced if the City were to revise the way this agreement were enforced with this developer and it would open the door for others. He did not want to do that. Since we haven't uniformly enforced the code for the last number of years, is one direction we can take to say that on a date, that the Council has instructed staff this code, every code will be uniformly enforced?

Mr. Stanton didn't think that would work. It was a matter of it not being strictly enforced in the past. We are talking years ago and then a decision was made and he provided a legal

interpretation of how this code read. After that he thought it has been strictly enforced. That was a number of years ago. There has been consistent treatment for some time.

Councilwoman Simons agreed that everything they do sets a precedence. If they do something for one person it will always come back to bite you. In this situation, she felt bad and maybe an exception should be made. If we have said "A" all along and then we try to switch to "B," that is kind of on us. If it were up to her she would say that we should rewrite the code to have other options. Maybe there are more ways of doing things. Comparing our Code to Reno may not be the way to go. We need to rewrite the code and from now on be completely consistent. This should never have happened but over the last decade this isn't new. This happened. We need to find an option that works for development. It isn't fair with anybody.

Mr. Stanton said if we make an exception here we need to be consistent. One thing the Council can do is determine what the term "Full Cost" means. If a council interprets its own code in a certain way that makes sense, then that will be given a lot of deference. Council can interpret the definition of "Full Cost" before making a decision on this matter, that will have to be applied to everybody.

Councilman Rice asked there is the possibility to create a way where they are enforcing the code the way it is written, but then require the performance bond to be a certain percentage.

Mr. Stanton said it has to be an interpretation of the term "Full Cost" because that is in the code.

Councilwoman Simons thought you could interpret it as full cost of what still needs to be done.

Mayor Johnson said a developer builds the property and builds it to a particular standard, it is inspected by the City and the engineer and then it is turned over to the City of Elko to provide maintenance until the end of time. The intent of the City of Elko's side is to be sure that it is a quality project is to have some of these things in place so that these quality assurances are in place so that the City's best chance of being able to replace the street in so many years, that the street will make it that length of time. The City counts on the tax revenues. The City of Elko is not only taking over streets, it is also taking over the water, sewer and storm drain under the same basis. It is a partnership from the very beginning. He wasn't sure if it was fair for the developer to build all the way to when the final plat is and then say, here, you are going to take this and maintain this until the end of time without the City's involvement up front. Now that it is on our desk, we cannot ignore or provide a deviation from the code but he thought there was a way out that he was interested in. There may be a couple of places that are in the engineer's estimate as far as what is the exposure to the City. The City's exposure will be in quality of streets and the longevity of the streets. How much of that is the total project? Is there exposure to the taxpayer as far as storm water runoff? He wasn't sure if this could be resolved today. We can look at that interpretation that Mr. Stanton was talking about. It is important that the City is involved from that maintenance aspect.

Mr. Wilkinson thought a possibility might be that we had a prior approval and we had a prior performance agreement that wasn't secured. Some work was conducted but it is not completed or certified or accepted by the City. We also have a letter from an engineer of record that indicates a certain amount, about half of the total dollar value, is still outstanding. We are in another approval process today. It might be something that the Council could say that under this

new approval process for this final plat, the work that is required to complete that would be what is listed and referencing Mr. Ballew's letter and relying on Mr. Draper's assessment of the engineer's estimate, and that a performance agreement with security for the full amount would be that \$521,000 under this approval. It might be something that the Council can consider. Then they would have to put up that full security for the full amount under this performance agreement. They would be able to complete work and the engineer would be able to certify that work. They could request draw-downs down to the remaining amount of the ten percent maintenance for the project. That might be a way to look at it.

Mr. Stanton said the council has to make a finding. The term "Full Amount" in that code provision allows the City to do that. The full amount means the full amount of remaining improvements as opposed to full amount from the beginning of the project. There is a big difference in numbers there. Courts will defer to Council's interpretation as long as it makes sense. The Council needs to keep in mind that if they do that in this case, we have to do that consistently unless until this code provision is rewritten.

Mr. Wilkinson said moving forward, these agreements will be presented to the City Council at the front of the project so the Council's interpretation of the full security required will be based on a beginning of a project. The developer has dodged a bullet here by not entering into the agreement in the first place. Going forward we can't have the City put in that position.

Ms. McConnell said they have no objection to a proposed agreement that would allow the guarantee to be the amount for the remaining improvements. We have thirty days to enter into the agreement and the project will be done. The code says, 3-3-45, prior to a certification of a final plat approval of the Mayor, we are still dealing with that timeframe. We are not there. The subdivider shall have provided the City a financial guarantee of performance for the completion of require subdivision improvements. What better guarantee than it being done. Mr. Draper, when he went through this with City Council, he said he met with Dave Stanton after June 20, 2017 to discuss the interpretation. That was his statement on the record. They did not get notified in this change in interpretation until January 2018. The emails they provided, they were statements from City Staff saying a reduction in the performance guarantee would be allowed. If the Council does not allow for some reduction, they are discriminating against her client. It is still his property and he has not dedicated anything to the City. He could have scrapped this whole project right now and not record the final map. The City has no obligation to go in there and fix it until that is recorded.

Mr. Wilkinson pointed out that JTM has tied onto City infrastructure with utilities. He tied onto an existing waterline. If that were to fail or there were any issues with that, the City has no recourse. There is a whole host of issues. The Code says, upon final approval of the plat, the Mayor shall certify the map. What is envisioned is after a final approval of the plat, if that were to occur tonight, the City Clerk is to obtain the Mayor's certification of the plat, not thirty days from now, not two years from now. It envisions that a performance agreement is in place, it is secured and the Mayor will certify the plat, as long as we have all the other certifications in place. If you go to final plat approval that is what it says. But this is a continuation of how developers deal with the City. Typically the developer will ignore City Staff and continue to do the work. This developer was notified in August 2017, before the prior approval expired, that they needed to put the full bond amount up. And they were notified that they could ask for a

reduction as allowed for under City Code. It wasn't January 2018. There were discussions prior to that.

Councilman Rice felt the City has utterly failed in its responsibility to enforce the agreement. Mr. Wilkinson was talking about the developers but the city has been negligent in its responsibilities as well.

Mr. Wilkinson agreed but what was being proposed today is that they pick a point in time and say this is the full amount under this approval of this final plat, based on an engineer's letter of what is completed. That may be a good point in time for the Council to take action and say the full amount required is \$521,000, etc. There is work continuing and we don't know if it meets certification.

Councilwoman Simons felt the code already said a point in time. It says prior to certification of final plat approved. It already specifies in code a point in time.

Mr. Wilkinson said that was the time by which the performance guarantee needs to be deposited. That's not he reads the method of determining the amount of the performance guarantee. He doesn't see a mechanism in the code for reducing the amount for work done. It isn't really designed to work that way. There is a provision in 3-3-44 that allows for the bond to be reduced as the work is done and the City certifies it as complete.

Mayor Johnson asked if they can get a certification or work completed.

Mr. Ballew answered he could do that at any time. He could certify what has been completed. Mr. Wilkinson made a good point on the testing of the concrete. Until they get those breaks they cannot say it has met that requirement.

Mayor Johnson wants to stay within the code as much as possible. What is the City exposure with this? What decision they make today will be carried on into the future. This needs to be a decision they can live with.

Councilman Keener said he is coming back to the \$521,000 number even though the developer has more than that.

Councilman Rice read the recommended motion. The revision of that recommended motion would be to approve the agreement, full cost being \$521,000.

Councilwoman Simons asked if they need to say how they arrive at that number.

Mr. Stanton answered there has to be some rationale for that. There is an interpretation of the City Code so there should be some rationale in the discussion for arriving at that number based on the Code.

Councilman Schmidlein noted that the engineer can certify to date that 50% of the project is completed.

Mr. Wilkinson said he would factor in the current approval process.

Ms. McConnell said the dollar amount has not been certified by their engineer. They would request that they be given a date and certify to that date with a dollar amount that can be put in. That \$521,000 was staff's interpretation or what they provided. That was not coming from their engineer of record.

Mr. Wilkinson thought the City had the authority to determine whether a full bond amount being presented is adequate or not. When they review the unit costs to what it may cost the City to do that. Mr. Ballew does a great job in presenting the engineer's estimates. Mr. Draper went through the engineer's estimate in detail and has arrived at his number. It seems to be a reasonable number based on Mr. Ballew's letter. We verify the cost estimate submitted to the City.

Mayor Johnson said the way the Code is written, the City Engineer interprets what the cost of the project should be. Then it is a matter of percentage between the City Engineer and what the project engineer is willing to certify. We are close. We may be off by five or ten percent in tonight's discussion. Now it is a matter of receiving the certification from the project engineer and that will define what number is left for the payment performance bond and what is left to be completed.

Councilman Rice struggled with how to word the motion. He was looking at a date of April 25. Mr. Ballew will tell us what the completion is tomorrow and the remainder will be \$521,000. That is 50%. We may be five or ten percent off from that when they receive the numbers.

Mr. Wilkinson thought what they could do is say the full amount will be determined on April 25th, based on certifications from the engineer of record, and that the full amount determined on April 25th is the full amount of the required public improvements required to support their approval of Final Plat Application.

Mr. Ballew said his interpretation of this is that at close of business tomorrow, they will come up with a value of what is done. Typically, what he would do at that point is prepare his certification and he would call Mr. Draper and have him do an inspection with him to verify what he came up with. At that point they would make their agreement and he would make any corrections that need to be done. Then he would submit officially to the City. Do they want that certification as of close of business today or close of business tomorrow? In any event, it will be the next day before you get the certification.

Mayor Johnson asked what day would work best.

Mr. Ballew answered he would do it as of Friday night. Then if need be, he could spend some time on the weekend working on what he needed to do and get hold of Mr. Draper on Monday.

Mr. Wilkinson said they are going to approve a plat tonight. A date of the work that is completed is that approval date. Whether it takes a day or two to get a certification. Maybe we aren't going to approve a plat tonight but he felt if the plat is approved tonight, the engineer's estimate should be based on work completed as of today. Certifications take place starting tomorrow.

Ms. McConnell said they would request the Friday night as Mr. Ballew stated. They want to make sure that the total amount of improvements is reduced by the amount of the improvements completed as of April 27, 2018.

Mayor Johnson said he was leaning to, as a finding, that a guarantee may be reduced upon certification of the project completion. The City Council will accept a security or guarantee on April 25th or April 27th of the project costs to complete.

Mr. Wilkinson noted that the full amount for final plat approval, which would be today, is the determined at the end of business today.

Mr. Stanton gave some language suggestions. He felt Council did have a rational interpretation of the Code. There can be some language that says, "approve the agreement to install improvements as it is written in the agenda item, provided the amount of the performance guarantee shall be determined as follows: A) the full cost of required improvements, engineering, inspections, incidental expenses, and replacement and repair of any existing streets and utilities, or other improvements which may be damaged during construction of required improvements shall be _____." We will fill in that amount and that will be the full amount. "B) the performance agreement shall contain a provision permitting the reduction in the performance guarantee, not exceeding 90% of the value of improvements completed and approved as determined by City Staff." We will also contain a provision that says, "the amount of the performance guarantee shall be determined by City Staff based on the engineer's estimate provided on April 27, 2018."

Councilman Schmidlein stated "certification?"

Mr. Wilkinson corrected that it would need to be today.

Mr. Stanton agreed today, April 24th.

Mr. Draper said the maintenance guarantee per code is ten percent of the performance guarantee. The maintenance guarantee should still be based on the million dollar number.

Councilman Schmidlein agreed it should be based on the original amount.

Mayor Johnson said the only way we are getting around this is because we have the provision of certifications.

Mr. Stanton said the full amount is going to be the \$1.9 and then there is going to be a reduction based on what Mr. Ballew certifies. The maintenance guarantee is going to be based on that full amount. Where he said "blank" in the motion, that would be the full \$1.9 million.

Councilman Rice asked what that number was.

Mr. Draper answered \$1,095,770. That is in the agreement as it is right now.

**** A motion was made by Councilman Rice, seconded by Councilwoman Simons, to approve the agreement to install improvements as it is written in the agenda item, provided**

the amount of the performance guarantee shall be determined as follows: A) the full cost of required improvements, engineering, inspections, incidental expenses, and replacement and repair of any existing streets and utilities, or other improvements which may be damaged during construction of required improvements shall be \$1,095,770; and, B) the performance agreement shall contain a provision permitting the reduction in the performance guarantee, not exceeding 90% of the value of improvements completed and approved as determined by City Staff. The amount of the performance guarantee shall be determined by City Staff based on the engineer's certification provided on April 24, 2018.

The motion passed unanimously. (5-0)

VIII. 5:30 P.M. PUBLIC HEARINGS

- A. Review, consideration, and public hearing for Notice of a Proposed Lease of Real Property for City owned land of less than 25,000 square feet located at 2953 Manzanita Dr. to C-A-L Stores Companies, Inc., 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 existing private building lease and would like to secure this lease as part of the package.

NRS 268.064 provides that the governing body may lease the property subject to the provisions outlined therein.

Council adopted Resolution No. 11-18 which states that it is in the best interest of the City to lease the property without offering the property to the public, and that the lease may or may not be at fair market value. RL

Curtis Calder, City Manager, explained at the last meeting, Council approved Resolution No. 11-18. Public notices were published with regard to that, setting tonight as a public hearing. If this is approved then we will go back to an earlier agenda item, dealing with the C-A-L Ranch lease, which will complete the process.

Mayor Johnson called for public comment without a response.

**** A motion was made by Councilman Keener, seconded by Councilman Rice, to conduct public hearing and declare the continued interest to lease City owned property located at 2953 Manzanita Drive, to C-A-L Stores Companies, Inc.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible action to adopt Resolution No. 12-18, a resolution of the Elko City Council adopting a change in zoning district boundaries from R (Single Family and Multiple Family Residential) to PQP

(Public, Quasi-Public) approximately 1.314 acres of property located northwest of the intersection of College Avenue and Golf Course Road, filed by The City of Elko, and processed as Rezone No. 1-18, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission considered the Subject Zone Change Request on April 3, 2018, and took action to forward a recommendation to City Council to adopt a resolution, which approves Rezone No. 1-18. CL

Cathy Laughlin, City Planner, explained this is an attempt to clean up the zoning on several parcels that the existing zoning is not compatible with the current land use. This is the old Police Station and it is zoned residential. Planning Commission has approved the zone change and has forwarded a recommendation to Council.

Mayor Johnson called for public comment without a response.

**** A motion was made by Councilman Schmidlein, seconded by Councilman Keener, to adopt Resolution No. 12-18 as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

VII. RESOLUTIONS AND ORDINANCES

- A. 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 meeting, the Elko City Council initiated changes to the Room Tax Code. SO

Jonnye Jund, Administrative Services Director, explained the proposed ordinance was included in the agenda packet. Matt McCarty was present representing the Lodging Committee and wanted to go over some information.

Matt McCarty, 598 Flowing Wells Lane, Spring Creek, explained the ECVA Board is in favor of the ordinance as proposed. They sent out an information request for all of the Lodging Committee members that they had. There was one property that responded that was not in favor of the ordinance. There was no other response from the other properties. The Lodging Committee did have a chance to go over this at the beginning of April. At that time no one had no objections. As a previous manager at a property that had 28 day exemptions, at a meeting about six months ago, it was discovered that there were no fewer than three different methods that the 28-day exemption was being handled by various properties. This ordinance clarifies the 28-day exemption so that all properties are operating under the same rules and understanding those rules better. If this passes, there is a recommendation that one of the forms/documents that was previously optional will be now mandatory so the ECVA can see where they are being successful in the events they are attempting to bring into the City. That document is the Detail Occupancy Report. They can get some data from the reports that the City Staff provides currently. If there is a new event or a specific event that they have put money towards, they don't see that result on a weekend or weekly basis, or even a daily basis. Instead, they see it on a month-to-month basis. Having a day-by-day breakdown will help the board determine success

of events. There is not enough data to determine how much room tax is being lost. There is a gap and they don't know what that gap is because there isn't enough information. The occupancy report they currently get averages around 36%. Only about 1/3 of the rooms are being reported on the occupancy. They feel it can be required for an auditor to determine if all of the required room tax is being paid. Having the ability to audit what they feel they should be collecting is vital.

Ms. Jund went over the proposed changes to the code.

Councilman Keener noted there isn't any language that speaks to the selection process for audits. What is the selection process?

Ms. Jund answered that will be determined by the auditors.

Bob Wines, Attorney, manages a mobile home park. When he first read this he thought there was a lot of paperwork. He wanted to propose a new section that says if your business only does rentals over 28 days, those kinds of businesses do not have to do the reporting under this code.

Lori Vavak, Double Dice RV Park, 3730 E. Idaho Street, felt for RV parks, this presents a real problem. They have a transient business that people are in and out of all of the time. In order for a small business like them, they don't have the staff to do this type of thing. Why wasn't there a business impact statement? There should have been a business impact statement with as many changes that impact a business to this degree. This will cost her a lot of money to comply with. The City would want three years of records in ten days. It would take her accountant 90 days to get the information requested. Now you can pull the business license if they don't have the requested information. She doesn't feel that is logical. Does the Convention Center think they are here just to provide information for the auditors. In the last 30 years nothing has been done for the RV industry. She felt the City violated the law by not issuing a business impact statement. This will cost so much money to comply. Number one, it is requested that the staff go through everyday and fill out total rooms, total rooms rented, etc., and then fill out an exemption form. When a government employee comes in, they already have a form that the government gives them. Why is that not sufficient? Or they pay with a government credit card. Why is that not sufficient? This is all duplication and it will cost her time and money. All the RV parks are going to have the same problem. She has a transient business. She filled out the top part of number 3 and showed it to Council. This is the form she is supposed to run around and have every one of her tenants fill out every month. It is an affidavit. She is being asked to enter into this agreement with the tenant and she has no idea if they are going to stay. They have a trailer. Some leave without telling her. This is going to cost so much time and money for nothing. Another option for her is to provide the City with her contract with her tenant. The contract is private information. She can be sued for giving that contract to someone else. She was perplexed as to why the City didn't do the right, honest thing and put out a business impact statement to every single business that this would affect. She only found out about this because she saw something in the paper. She spoke about the records she would be required to maintain and wondered if this was really that big of a problem. Just taking out the promotional package should have been enough to put out a business impact statement. A big business would have an auditor. She is running a bar, grill, gaming and an RV park with three employees. She doesn't have time to fill out the sheet everyday. She doesn't have time to run down the tenants. She runs a tight ship. The information the City is asking for is unbelievable. Now she is asked to

keep records for three years. The City has more power than the IRS in here. You think you can come into her business, take her computer records? There is no limit as to what the City can do. She didn't think this was about finding out how much room tax the City is losing. This is about how much money people are making in this town. This is very intrusive and way beyond the law. Page 6 says this is not supposed to cost her any money. Explain to her how this doesn't cost her any money.

Mayor Johnson asked for an explanation as to why the City did not do a Business Impact Statement.

Rich Barrows, Wilson, Barrows, Salyer, Jones, 442 Court Street, special Attorney for the City, explained he rendered an opinion to the City on January 19, 2018, based upon a ruling by the Nevada Department of Taxation that charges of fees and taxes that are paid by individuals, rather than by businesses, as this Transient Lodging Tax is, a Business Impact Statement is not required. As long as the tax or the fee is paid by individuals, rather than by the business itself. He gave his opinion to the City that a Business Impact Statement was not required by law it is his assumption that the City followed that advice.

Mayor Johnson asked about the affidavit. Is that in favor of the business owner if the tenant changes their mind?

Mr. Barrows said you would have to ask Jonnye Jund that question because it is not a legal question.

Jonnye Jund, Administrative Services Director, said the affidavit is signed by the renter stating that they are going to stay the twenty-eight days. If they check-out before the twenty-eight days then they are required to pay the 14% for that stay. What some hotels do is keep a credit card on file and if they check out early they go back and charge the 14% for the tax. The affidavit is just a statement with their intent to stay twenty-eight days.

Mayor Johnson asked if the tenant doesn't honor that then the tenant is on the hook, not the business.

Ms. Johnson answered correct. The tenant is the one that would have to pay the tax.

Mayor Johnson asked if a tenant can fill out an affidavit for more than a month?

Ms. Jund answered if the stay is extended, they can do one and then continue it on and continually update that. They wouldn't have to redo the affidavit but they would have to somehow indicate the dates the affidavit is in effect.

Mayor Johnson asked if there was a way that a tenant could fill out an affidavit that says they would stay there for the next six months to a year.

Ms. Jund answered it is anything in excess of twenty-eight days. It has to be in twenty-eight increments.

Ms. Vavak wants it clarified that the City is going to go after the tenant for that money and not her or the business.

Ms. Jund said the business owner would still have to charge the tenant. It is up to the hotelier to pay that. Some will collect the tax and then refund it after the 28 days. That way they are ensured that they would be able to pay the tax if the tenant checked out early. It would be up to the property owner to collect the tax and remit. We are required to remit to the state for anyone who does not stay twenty-eight days but right now there is no way to verify.

Ms. Vavak still wanted that clarified. She would like to see the NRS that shows the provision of taking the business license and the lien on the property. She still disagrees with the interpretation of the business impact statement. It is a pass-thru tax and not an individual tax. It is insane to require records for three years. Right now, the business license can be taken if the records are not presented in ten days.

Matt McCarty said using the data from Smith Travel Research, the average room collection is \$3.5 million a year. The leakage is \$1 million a year. That leakage can be a number of things. The leakage is a significant amount and the new reporting can give us an indication of where it is going. He has worked at eight businesses throughout the town and the records are kept on property. Most of the businesses would have access to their records immediately.

Councilman Rice said he was ready for a motion. The wonderful thing about this is that it was created by the lodging community. They saw the need and they drafted it. He is comfortable with it because it came from the business impacts.

Councilman Keener said he is also in favor and comfortable with the ordinance. They realize they will need to do a bit more work to keep up. It is a dysfunctional system when there is no method to conduct an audit. If this were controversial, this chamber would be packed with angry hoteliers that feel we are over stepping our bounds. It is important that we include this optional reporting form and make it mandatory. This is the tool that will give Don and his staff to gauge occupancy during events.

Ms. Jund said once this reading is done, we are sending everything with updated information to every hotel in the City.

**** A motion was made by Councilman Keener, seconded by Councilman Schmidlein, to conduct first reading of Ordinance No. 828, and direct staff to set the matter for Public Hearing, Second Reading and possible adoption. In addition to that, make the monthly form entitled "Elko Hotel/Motel/RV Park Detail Occupancy Report" a mandatory form submitted each month.**

The motion passed unanimously. (5-0)

After the motion and before the vote, Councilman Schmidlein asked if he was going to include any further language about extending the time frame to get all of the records to the City.

Councilman Keener felt it was already reasonable. Under this new process the property will be filling out the forms daily and keep it at the property.

Ms. Jund added that the due date of the return was not changed. The grace period was changed.

Council voted on the motion.

- B. First Reading of Ordinance No. 830, an ordinance increasing the corporate limits of the City of Elko, Nevada, pursuant to the provisions of N.R.S. 268.670 annexing thereto a certain tract of land partially contiguous to and not embraced within the present limits of the City of Elko described as follows: a parcel of land located southwest of the intersection of P and H Drive and West Idaho Street in Section 30, T. 34 N., R. 55 E., MDM, Elko County, Nevada, consisting of 32.74 acres, filed by Legend Engineering on behalf of Ed and Sharon Netherton and JoyGlobal Surface Mining Inc. and processed as Annexation No. 1-18, and to direct Staff to set the matter for public hearing, second reading and possible adoption, and matters related thereto. **FOR POSSIBLE ACTION**

City Council accepted the petition for the subject annexation on March 27, 2018, and directed Staff to continue with the annexation process by referring the matter to the Planning Commission. The Planning Commission considered the annexation on April 3, 2018, and took action to forward a recommendation of approval with findings back to the City Council. CL

Cathy Laughlin, City Planner, explained there is representation from Joy Global present in the audience. Planning Commission reviewed this and forwarded a recommendation to conditionally approve the annexation.

Councilman Keener pointed out that the parcel number is incorrect on the submitted surveyors map.

Ms. Laughlin said the legal description was correct.

Scott Wilkinson, Assistant City Manager, felt this was a minor technicality and the motion could be addressed in the motion.

**** A motion was made by Councilman Keener, seconded by Councilman Schmidlein, to conduct first reading of Ordinance No. 830, and direct staff to set the matter for public hearing, second reading (and at the second reading we need to see a revised surveyor's map with a corrected APN Number) and possible adoption.**

The motion passed unanimously. (5-0)

V. SUBDIVISIONS

- A. Review, consideration, and possible action to conditionally approve Final Plat No. 4-18, filed by Jordanelle Third Mortgage, LLC., for the development of a subdivision entitled Tower Hill Unit 1, involving the proposed division of approximately 33.804 acres of property into 23 lots and 2 remainder parcels for residential development within the R1 (Single Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

Subject property is located southeast of the terminus of Stitzel Road (APN 001-920-079). Preliminary Plat was recommended to City Council to conditionally approve by Planning Commission September 7, 2017 and conditionally approved by City Council October 24, 2017. The Planning Commission considered this item on March 6, 2018 and took action to forward a recommendation to City Council to conditionally approve Final Plat 4-18. CL

Ms. Laughlin explained this was previously approved and that subdivision application had expired. Now they are in the process of re-approval. City Council did accept the preliminary plat and this did go to Planning Commission for their approval. The application is for a total of twenty-three lots with two remaining lots.

Councilman Keener asked if the applicant was good with the conditions.

Katie McConnell, Attorney for Jordanelle Third Mortgage, answered so long as the provisions in the Performance Agreement that were already approved by Council are included in the Performance Agreement as contemplated herein.

**** A motion was made by Councilwoman Simons, seconded by Councilman Keener, to conditionally approve Final Plat No. 4-18, for the Tower Hill Unit 1 subdivision, subject to the conditions as recommended by the Planning Commission, taking into account that the Performance Agreement, as agreed upon earlier, will apply to this motion as well.**

The motion passed unanimously. (5-0)

VI. NEW BUSINESS (Cont.)

- A. Review, consideration, and possible acceptance of a Deed of Dedication for a portion of Statrice Street from Treadway Investment Co., LLC along the frontage of APN 001-860-110, and matters related thereto. **FOR POSSIBLE ACTION**

Treadway Investment Co., LLC is completing the required public improvements on Statrice Street, as a part of the construction of a new facility for Kenworth Sales Company, Inc. Statrice Street is identified as an industrial collector in the City of Elko Master Plan; the City has requested the dedication of the right of way. JD

Jeremy Draper, Development Manager, explained the Deed of Dedication.

**** A motion was made by Councilman Schmidlein, seconded by Councilman Rice, to accept the Deed of Dedication for Statrice Street.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible approval of a Lease of Real Property for City owned land of less than 25,000 square feet located at 2953 Manzanita Drive to C-A-L Stores Companies, Inc., and matters related thereto. **FOR POSSIBLE ACTION**

This item is to be considered following the related public hearing item.

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 existing private building lease and would like to secure this lease as part of the package.

NRS 268.064 provides that the governing body may lease the property subject to the provisions outlined therein.

Council adopted Resolution No. 11-18 which states that it is in the best interest of the City to lease the property without offering the property to the public, and that the lease may or may not be at fair market value. RL

Curtis Calder, City Manager, explained this is the final step in the lease of the property to C-A-L Stores Companies.

**** A motion was made by Councilman Keener, seconded by Councilman Schmidlein, to approve the lease to C-A-L Stores Company, Inc., according to the terms outlined in the Lease Agreement, for property located at 2953 Manzanita Drive.**

The motion passed unanimously. (5-0)

- D. Review, discussion, and possible appointment of one (1) candidate to serve on the Airport Advisory Board, and matters related thereto. **FOR POSSIBLE ACTION**

The Airport Advisory Board has one (1) vacant position. Mr. James P. Carragher, Mr. Matthew Griego, and Mr. Jairus Duncan have all expressed an interest in serving on the board. Letters of Interest from the candidates have been included in the packet. CC

Mr. Calder said it was the pleasure of the council. There are three interested candidates and one of the candidates is our Fire Chief Matt Griego.

Councilman Keener said he would like to have citizen involvement as much as possible. He said he would tip his hat to the one that was within the City limits.

Councilwoman Simons said Chief Griego already attends the meetings and he has a vested interest. He deserves a vote.

Councilman Rice would not have difficulty with that either.

Councilman Schmidlein agreed the more public input the better. He did not recommend putting a City employee on that board.

**** A motion was made by Councilman Schmidlein, seconded by Councilman Keener to appoint Jairus Duncan.**

The motion passed. (4-1 Councilwoman Simons voted against.)

- E. Review, consideration, and possible approval of a Non-Exclusive Franchise Agreement between the City of Elko and Level 3 Communications, LLC for Data Communications Over, Under, In, Along and Across Public Roads in the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

The proposed term of the agreement is ten (10) years and provides for a five (5) year renewal provided the terms and conditions remain the same. The proposed franchise fee is five (5) percent of the gross revenues actually collected from customers located within the corporate limits of the City. SAW

Scott Wilkinson, Assistant City Manager, briefly went over the agreement. The agreement has been reviewed by Legal Counsel. After some debate between Level 3 Communications and their attorney, we finally came to a resolution on an agreement that could be presented to the Council.

Councilman Keener said he remembered a number of 2% when we did Frontier's agreement.

Mr. Wilkinson said Beehive is 5% and Frontier was 5% but he wasn't sure what they ended up agreeing on.

Curtis Calder, City Manager, said they didn't increase the percentage. That franchise agreement was restricted to five years duration. The problem with Frontier, we saw on the franchise fee side, a reduction every year. When we requested their financial data that matched. They are losing customers. We didn't feel it would be helpful to raise franchise fees in that scenario.

Mr. Wilkinson added there are no escalators over the term of this agreement.

**** A motion was made by Councilman Keener, seconded by Councilman Rice, to approve a Non-Exclusive Franchise Agreement between the City of Elko and Level 3 Communications, LLC for data communications over, under, in, along and across public roads in the City of Elko.**

The motion passed unanimously. (5-0)

IV. APPROPRIATIONS (Cont.)

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

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

The motion passed unanimously. (5-0)

II. CONSENT AGENDA

- A. Review and possible approval of an agreement between the City of Elko and Erika Johnson, D.V.M., for the provision of independent contractor services on behalf of the City of Elko Animal Shelter, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko and Dr. Erika Johnson desire to renew the annual Veterinarian Contract. Under this contract, LASSO reimburses the City of Elko for all fees paid. CC

- B. Review and possible approval of an agreement between the City of Elko and William Wright, D.V.M., for the provision of independent contractor services on behalf of the City of Elko Animal Shelter, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko and Dr. William Wright desire to renew the annual Veterinarian Contract. Under this contract, LASSO reimburses the City of Elko for all fees paid. CC

**** A motion was made by Councilwoman Simons, seconded by Councilman Rice, to approve the consent agenda.**

The motion passed unanimously. (5-0)

IX. REPORTS

- A. Mayor and City Council

Councilman Keener was sad to hear about Senator Dean Rhodes passing. He attended the Fire Awards Dinner. On the broadband front, there should be some exciting news to report in May as soon as a non-disclosure agreement is released.

Mayor Johnson attended a Leadership Day at Sage Elementary school where the students presented the 7 Habits of Happy Kids. There is an opportunity to engage in what is known as the Junior Achievement Program. They will have orientation at Northside Elementary on Monday. They need twenty-eight volunteers at Northside.

- B. City Manager

Curtis Calder reported that he and Jonnye Jund attended the Insurance Pool meeting last week but they haven't received what the final rate will be for liability insurance. April 27 and 28 Maddie's Fund (a non-profit that supports animal shelters) is waiving all adoption fees for every animal shelter in the State of Nevada. We will participate with that and we will be reimbursed for the adoption fees.

- C. Assistant City Manager

Scott Wilkinson said April 28th is the Annual Clean Up Green Up Day.

- D. Utilities Director

E. Public Works

Dennis Strickland reported they lost the transmission on the loader at the landfill and they are faced with an emergency repair. They are looking at the mid \$40,000 for a rebuild.

F. Airport Manager

G. City Attorney

Councilman Keener asked where they were at on the Fiber Lease Agreement. Dave Stanton answered he spoke with Garrett Weir who is Counsel for the PUCN. They are trying to figure out a way to take advantage of the exception for public utilities providing services to the public in NRS 268.059.

H. Fire Chief

I. Police Chief

J. City Clerk

K. City Planner

L. Development Manager

M. Administrative Services Director

N. Parks and Recreation Director

O. Civil Engineer

P. Building Official

COMMENTS BY THE GENERAL PUBLIC

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

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 a funds transfer from the General Fund to the Recreation Fund for the purchase of lighting for the Sports Complex, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 8, 2018**
3. Agenda Category: **CONSENT AGENDA**
4. Time Required: **5 Minutes**
5. Background Information: **At Council's direction, we have identified funds that are available to assist with the completion of the Sports Complex. The City has currently awarded a bid for the construction of the Elko Sports Complex and accordingly, we have allocated the excess sales tax received in FY18 to the purchase of the outdoor lighting for the project. These lights are outside of the bid package that is currently awarded. However, the installation of the lighting is included in the awarded bid. It will be necessary to order the lighting prior to the end of FY18 to ensure timely delivery for installation. This purchase was not budgeted in FY18. JJ**
6. Budget Information:
 - Appropriation Required: **\$700,000.00**
 - Budget amount available: **NA**
 - Fund name: **General Fund – Recreation Fund**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **NA**
9. Recommended Motion: **Recommend the transfer of funds from the General Fund to the Recreation Fund for the purchase of outdoor lighting for the Sports Complex.**
10. Prepared By: **Jonnye Jund, Administrative Services Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Michael Spilker, Hinton Burdick**
mspilker@hintonburdick.com

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval for the Fire Department to purchase a new Type III Fire Apparatus from Boise Mobile Equipment, in the amount of \$319,940.00, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 08, 2018**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **The City of Elko Fire Department would like the approval to begin the purchasing process for a new Type III Fire Engine. The new Fire Engine will replace the current Rescue 10, which is 18 years old, and will be built by Boise Mobile Equipment, at the price of \$319,940.00. The apparatus will feature seating for four firefighters, 500 gallons of water, 750 gallon per minute pump, pump and roll capabilities, and increased compartment space. Due to a process and build time of 6 months to a year, the Fire Department would like to order the apparatus, and not require payment until delivery. This purchase will be done utilizing the HGAC purchasing program. JS**
6. Budget Information:
 Appropriation Required: **\$319,940.00**
 Budget amount available: **\$ 320,000.00**
 Fund name: **Capitol Equipment**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Recommend approval for the Fire Department to purchase a new Type III Fire Apparatus from Boise Mobile Equipment in the amount of \$319,940.00.**
10. Prepared By: **Jack Snyder, Deputy Fire Chief**
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 approval for the Fire Department to apply with the Elko County LEPC for the United We Stand Grant, in the amount of \$24,285.00, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 8, 2018**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **The City of Elko Fire Department would like to apply with the Elko County Local Emergency Planning Commission for the 2019 United We Stand Grant. The grant will apply for an Incident Management Software Program, five mobile and three handheld aircraft radios and two Hazardous Materials Containment Kits. The Incident Management Software will be able to be utilized by all Elko County Emergency Response Agencies as well as the Emergency Operations Center. The aircraft radios will be used by the Elko Fire Department in the Emergency Apparatus to enhance the communications between aircraft, expedite response to an incident and have airport communications anywhere in the City. The two Hazardous Materials Kit will be utilized by the Hazmat Team to combat Chlorine Leaks and Leaks from low pressure cylinders. The City of Elko would initially pay for the cost of the items in the grant and the City would be reimbursed from Elko County. JS**
6. Budget Information:

Appropriation Required: \$24, 285.00
Budget amount available: \$ 24, 285.00
Fund name: Fire Department Operations
Non Capitol Equipment replacement
Supplies Software Licensing
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Recommend approval for the Fire Department to apply with the Elko County LEPC for the United We Stand Grant in the amount of \$24,285.00.**
10. Prepared By: **Jack Snyder, Deputy Fire Chief**
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 approval of a second amendment to Revocable Permit No. 3-17, filed by WANRack, LLC to occupy a portion of the City of Elko Right-of-Way, to accommodate installation of a new Fiber Optic Wide Area Network between school facilities, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 8, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Council reviewed the application for a revocable permit at their September 26, 2017 meeting and approved to enter into a license agreement with Wanrack. A first amendment to the license agreement was approved by Council on November 28, 2017. Wanrack has changed the Scope of Work to include additional routes and therefore requiring a second amendment with new exhibits. CL**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **License Agreement Amendment**
9. Recommended Motion: **Approve Second Amendment to the License Agreement for Revocable Permit No. 3-17**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **WANRack
15700 College Blvd., Suite 200
Lenexa, KS 66219**

SECOND AMENDMENT TO REVOCABLE LICENSE AGREEMENT
FOR OCCUPANCY OF RIGHT-OF-WAY
(FIBER OPTIC NETWORK)

THIS SECOND AMENDMENT TO REVOCABLE LICENSE AGREEMENT FOR OCCUPANCY OF RIGHT-OF-WAY (FIBER OPTIC NETWORK) (hereinafter the "Second Amendment") is made this ___ day of _____, 2018 (hereinafter the "Effective Date") by and between the CITY OF ELKO, a municipal corporation and political subdivision of the State of Nevada, hereinafter called the "**City of Elko**," and WANRACK LLC, a Kansas limited liability corporation, hereinafter called the "**Licensee**."

R E C I T A L S

A. On October 4, 2017, the **City of Elko** and **Licensee** entered into a Revocable License Agreement for Occupancy of Right-of-Way (Fiber Optic Network) (hereinafter the "License Agreement");

B. The License Agreement allows **Licensee** to occupy certain **City of Elko**-owned property for the purpose of installing, operating and maintaining a fiber optic network;

C. On the 29th of November 2017, the License Agreement was amended by the "First Amendment to Revocable License Agreement for Occupancy of Right-of-Way (Fiber Optic Network)" (hereinafter the "First Amendment") to increase the linear feet of the fiber optic network installed underground and decrease the linear feet above ground, as shown in **Exhibit A** and **Exhibit B** thereto;

C. After effective date of the First Amendment , **Licensee** informed the **City of Elko** that the total length of the fiber optic network would be more than what was indicated in the License Agreement, as amended, with the addition two new routes; and

D. The Parties have agreed to amend the License Agreement and First Amendment to reflect the new length of the fiber optic network.

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

1. The first recital of the License Agreement is hereby deleted in its entirety and replaced with the following recital:

A. **Licensee** desires to install, operate and maintain private fiber optic wide area network 26,014.69 feet in length (20,370.68 feet underground and 5,644.01 feet above ground) within certain public easements and rights-of-way located within the Elko City limits for the purposing of enhancing communication between facilities owned and/or operated by the Elko County School District (hereinafter the "Network");

2. **Exhibit C** and **Exhibit D** attached to this Second Amendment are hereby added and appended to the License Agreement, as amended, and shall be in addition to **Exhibit A** and **Exhibit B** attached to the First Amendment.

3. Except as modified by this Second Amendment, the License Agreement and First Amendment shall remain in full force and effect, and the License Agreement and First Amendment, as modified by this Second Amendment, are hereby ratified and confirmed by the Parties. In the event of a conflict between the terms of this Second Amendment and the terms of the License Agreement and/or the First Amendment, the terms of this Second Amendment shall control. Defined terms used in this Second Amendment which are not defined herein shall have the meanings set forth in the License Agreement or the First Amendment, as appropriate. This instrument may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

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

WANRACK, LLC:

CITY OF ELKO:

By: _____

By: _____

CHRIS J. JOHNSON, Mayor

Title: _____

ATTEST:

SHANELL OWEN, City Clerk

Exhibit C

Sheets 1 – 4 of 38 Elko to Spring Creek Route

Sheets 75 – 82 of 83 Elko Route

Exhibit D

Legal Description

Route A (Spring Creek):

A legal description for the location of underground communications network operated by WANrack Private Fiber Networks within easements and rights-of-ways described herein:

Commencing at the Southwest Corner of Section 14 in Township 34 North, Range 55 East, Mount Diablo Meridian; Thence North 90°0' East a distance of 2,660.00 to the West Quarter Section Corner; Thence South 61°0' East for a distance of 864.95 feet to a point being the True Point of Beginning, shown on Sheet 1 of 38 of Exhibit C as EX. H.H. #09;

Thence southeast underground in the southwest right-of-way of South 9th Street for a distance of 28 feet more or less to a point of turning as shown on sheets 1 of 38 of Exhibit C;

Thence southwest underground in the northwest right-of-way of Front Street a distance of 621.25 feet to a point of turning, shown on sheet 1 of 38 of Exhibit C;

Thence southeast underground in the northeast right-of-way of South 7th Street for a distance of 866.69 feet more or less to a point of turning as shown on sheet 2 of 38 of Exhibit C;

Thence northeast underground in the northwest right-of-way of Lincoln Avenue for a distance of 242.82 feet more or less to a point of turning as shown on sheets 2 and 3 of 38 of Exhibit C;

Thence southeast underground in the southwest right-of-way of South 8th Street for a distance of 377.36 feet more or less to a point shown on sheets 3 of 38 of Exhibit C as H.H.#01;

Thence continuing aerial on an existing pole line as shown on sheets 3 and 4 of 38 of Exhibit C and described as follows:

Thence South 52°30' East a distance of 170 feet;

Thence South 55°0' East a distance of 146 feet;

Thence South 53°0' East a distance of 436.14 feet;

Thence South 55°0' East a distance of 115.87 feet more or less, to a Point of Termination where it enters private property.

Route B (Adobe School):

Commencing at the southwest corner of Section 9 in Township 34 North, Range 55 East Mount Diablo Meridian; Thence North 62°30' East a distance of 2,328.75 feet to a point being the True Point of Beginning, shown on sheet 75 of 83 of Exhibit C as H.H.#20 ;

Thence west underground in the south right-of-way of Cottonwood Drive for a distance of 2,382.93 feet more or less as shown on sheets 75 and 77-79 of 83 of Exhibit C;

Thence North 18°0' West a distance of 56.31 feet to a point, shown on sheet 79 of 83 of Exhibit C as H.H. #23;

Thence north underground in the east right-of-way of La Nae Drive for a distance of 105.14 feet more or less to a point of turning as shown on sheet 80 of 83 of Exhibit C;

Thence North 79°0' West a distance of 76.02 feet to a point in the south right-of-way of Cortney Drive, shown on sheet 80 of 83 of Exhibit C;

Thence west underground in the south right-of-way of Cortney Drive for a distance of 1,112.89 feet more or less to a point shown as H.H.#24 on sheet 81 of 83 of Exhibit C;

Thence North 17°30' West a distance of 72.88 feet to a point in the east right-of-way of Jennings Way, shown on sheet 81 of 83 of Exhibit C;

Thence north underground in the east right-of-way of Jennings Way for a distance of 512.58 feet more or less to a point of turning as shown on sheet 82 of 83 of Exhibit C;

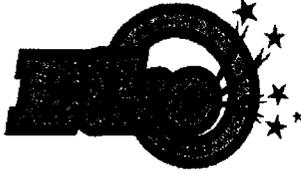
Thence North 90°0' West a distance of 65.06 feet more or less to a point of termination, in the west right-of-way of Jennings Way, shown on sheet 82 of 83 of Exhibit C as H.H.#25;

Description prepared by 

Hadley Christensen,
Right-of-Way Agent
Mid-State Consultants

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible issuance of final acceptance for the Golden Gate Petroleum of Nevada, LLC Water and Sewer Line Installation, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 8, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **3 Minutes**
5. Background Information: **The project has been completed in accordance with the plans and specifications. Staff recommends Council approve the issuance of final acceptance. RL**
6. Budget Information:
 Appropriation Required: **\$186,000.00 (Reimbursement)**
 Budget amount available: **\$190,000.00**
 Fund name: **Water**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Waterline Agreement with GGP**
9. Recommended Motion: **Move to issue final acceptance**
10. Prepared By: **Ryan Limberg, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:



CITY OF ELKO
Office of the City Clerk

RECEIVED

FEB 02 2018

FRANK LEPORI CONSTRUCTION
Website: www.elkocity.com
Email: cityclerk@ci.elko.nv.us

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

January 30, 2018

Frank Lepori Construction, Inc.
Frank Lepori
1580 Hymer Avenue, Suite 100
Sparks, NV 89431

SUBJECT: WATER LINE SPECIAL REIMBURSEMENT AGREEMENT

Dear Mr. Lepori,

Enclosed please find two original agreements. Please have Mr. Dennis O'Keefe sign both originals. He may keep the one marked for his records. Please return the other original to my attention.

Thank you for your assistance in this matter. If you have any questions, please contact me at (775) 777-7126.

Sincerely,

Shanell Owen, MMC
City Clerk/Treasurer

Encl.



City of Elko Utilities Department
1755 College Avenue
Elko, NV 89801
PHONE: (775) 777-7212
FAX: (775) 777-7219
EMAIL: rlimberg@elkocitynv.gov

December 15, 2017

Mr. Dennis O'Keefe, Managing Member
Golden Gate Petroleum of Nevada, LLC
16580 Wedge Parkway #300
Reno, NV 89511

RE: Water Line Special Reimbursement Agreement

Dear Mr. O'Keefe:

The purpose of this correspondence is to clarify terms and conditions of the above mentioned reimbursement agreement, per your request.

For clarification purposes, the City of Elko will reimburse Golden Gate Petroleum of Nevada, LLC, for construction of the portion of water line across I-80 right of way in the amount agreed to by the Elko City Council on November 28, 2017. Additionally, the City of Elko will reimburse for oversizing of this line from 10" to 12". These reimbursements will be payable upon completion of construction and final acceptance by the City of Elko in the amounts approved by City Council.

Thereafter, water extension connection fees will be reimbursable per the terms of the agreement, as development occurs to generate these fees, and will be limited in time to 7 years duration from date of the agreement.

Please contact me if you have further concerns or questions.

Sincerely,

Ryan Limberg
Utilities Director
City of Elko
City Authorized Representative

Shanell Owen

From: Frank Lepori <frank@leporiconstruction.com>
Sent: Wednesday, November 29, 2017 12:56 PM
To: Thomas C Ballew; Ryan Limberg
Cc: Shanell Owen; Norma Kilbourn
Subject: RE: Elko Waterline

Hello all,

Ryan and Shanell, whatever is easier for you, I will be having lunch with Dennis tomorrow if you would like to send me the doc or if you would like to send the doc to Dennis's office please send the Norma email above.

Thank you and have a nice day,

Frank M. Lepori
1580 Hymer Avenue, Suite 100
Sparks, NV 89431
775-337-2063
775-337-2066 Fax
frank@leporiconstruction.com
www.leporiconstruction.com



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From: Thomas C Ballew [mailto:tcballew@frontiernet.net]
Sent: Wednesday, November 29, 2017 12:52 PM
To: 'Ryan Limberg' <rlimberg@elkocitynv.gov>
Cc: 'Shanell Owen' <sowen@elkocitynv.gov>; Frank Lepori <frank@leporiconstruction.com>
Subject: Elko Waterline

Ryan and Shanell,

I think the best thing to do would be to send it to Frank Lepori. His info below:

Lepori, Frank
Frank Lepori Construction, Inc.

(775) 337-2063 x103 Work
(775) 221-0171 Mobile
frank@leporiconstruction.com

1580 Hymer Avenue, Suite 100
Sparks, NV 89431

WATER LINE SPECIAL REIMBURSEMENT AGREEMENT

THIS WATER LINE SPECIAL REIMBURSEMENT AGREEMENT (hereinafter the "Agreement"), made and entered into this 30th day of January, 2018 by and between the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, hereinafter referred to as the "City," and **GOLDEN GATE PETROLEUM OF NEVADA, LLC**, a Nevada Limited Liability Company, hereinafter referred to as the "Owner."

RECITALS

1. The **City** is a governmental entity to which is delegated the responsibility of providing water service to persons who reside within its corporate boundaries;
2. The **Owner** is engaged in the development of a business in the vicinity of Exit 298 known as the "Golden Gate Truck Center" located on the parcel bearing Assessor's Parcel Number (APN) 001-679-003 and identified as "Golden Gate Petroleum" on the map attached hereto as **Exhibit A**;
3. A 12-inch water line must be extended a distance in excess of 100 feet from an existing water main on Cattle Drive and across the Interstate 80 right-of-way in an area known as "Sheep Creek Trail," as shown on the maps attached hereto at **Exhibit B** (hereinafter the "Project");
4. The 12-inch water line is considered an "oversize" line, since only a 10-inch line is ordinarily required pursuant to Elko City Code Section (ECC) 9-1-35(A);
5. The area through which the water line will be extended is well suited for growth;
6. The **City** has agreed to reimburse **Owner** for the total cost of the construction of the water line across the Interstate 80 right-of-way and for the incremental cost difference of constructing a 12-inch water line less the cost of constructing a 10-inch water line for the balance of the water line; provided, the reimbursement for the oversize water line is a materials-only cost reimbursement without any reimbursement for labor; and
7. The **City** will reimburse **Owner** for the costs identified in recital 6 above upon completion of the Project as set forth herein. Subsequently, after completion of the Project and the foregoing reimbursement by the City, as the two (2) parcels identified as APN 001-679-003 and APN 006-09G-037 on the map at **Exhibit A** are developed, the developers will pay water extension connection fees to the **City**. As those connection fees are collected, the **City** will pay the **Owner** for water line associated costs all as further set forth herein.

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

1. The parties agree that the **City** will reimburse the **Owner** for a portion of the cost of the water line construction and oversizing in accordance with ECC 9-1-35, as follows:

a. The actual cost of constructing the water line at the locations shown on the map at **Exhibit B** shall be paid by the **Owner**, subject to the reimbursement provisions contained in this Section 1.

b. The **City** shall reimburse the **Owner** the actual cost of materials and labor for the construction of the water line across the Interstate 80 right-of-way in accordance with Subsection 1(d), below.

c. The **City** shall reimburse the **Owner** the actual cost of materials for the incremental cost difference of constructing a 12-inch water line less the cost of constructing a 10-inch water line for the length of the water line, less the I-80 section of line the **City** is paying for, in accordance with Subsection 1(d), below.

d. The reimbursement from the **City** to the **Owner** for the items identified for reimbursement pursuant to Sections 1(b) and 1(c) above shall be paid to the **Owner** within thirty (30) days of the date on which the **City** conducts a final inspection of the completed water line and authorizes the water line for operation. The **City** shall not unreasonably withhold, condition or delay the foregoing acceptance and authorization. The reimbursement to be paid by the **City** pursuant to this Section 1(d) shall be the actual cost to **Owner** of the items set forth in Sections 1(b) and 1(c) or One Hundred Eighty-Six Thousand Dollars (\$186,000.00), whichever is less.

2. In addition, the **City** shall collect water extension connection fees from any person that develops either or both of the two (2) parcels identified as APN 001-679-003 and APN 006-09G-037, as shown on the map at **Exhibit A**.

3. In addition to the amount set forth in Section 1(d), as the foregoing water extension connection fees are collected, the **City** shall pay to the **Owner** an amount equal to the fraction of the full frontage of the parcel served by such connection bears to the total length of the water line extension for the **Project**, multiplied by the actual cost (before taking into account the reimbursement provided in Section 1(d) above) to **Owner** of the water line oversize or extension as approved by the **City**, up to a maximum amount of Fifty-Two and 32/100ths Dollars per linear foot (\$52.32/foot); provided, in no event shall this Section 3 be construed so as to require the **City** to reimburse the **Owner** an amount in excess of the water extension connection fees which are eventually collected from the two (2) parcels identified in Section 2, above.

4. Reimbursable costs pursuant to this Agreement are limited to materials and labor for the construction of the water line extension in the Interstate 80 right-of-way, and

materials for the cost of oversizing the water line from 10-inches to 12-inches. The **City** shall not be responsible for any other costs associated with the **Project**, such as the cost of constructing the water line to the minimum 10-inch diameter or traffic control.

5. The parties agree that the **Project** will be installed by the **Owner** in a diligent and workmanlike manner, according to the approved plans and specifications, and in accordance with all applicable provisions contained in the Elko City Code, and that the foregoing are conditions precedent to the **Owner's** right to reimbursement hereunder. Where applicable, the **Owner** shall dedicate all water mains to the **City** in accordance with ECC 9-1-35(B).

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

7. Any disputes arising hereunder shall be resolved in the Fourth Judicial District Court, in and for the County of Elko, State of Nevada. In the event of a dispute, the prevailing party shall be entitled to an award of reasonable attorney fees and costs. This **Agreement** replaces all prior agreements pertaining to the subject matter hereof and any further modifications or amendments must be in writing.

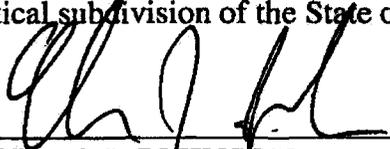
8. The **City** has determined that special conditions exist which justify reimbursement to the **Owner** on the foregoing basis upon completion of the **Project**, since there are presently no projected new water users above the water line extension and, thus, no ready mechanism for reimbursement through new connection fees. These conditions render portions of the reimbursement mechanism set forth in ECC 9-5-33(D) impractical.

9. This **Agreement** shall become effective upon the execution hereof by the **City**.

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

CITY OF ELKO,
a municipal corporation and
political subdivision of the State of Nevada

By: _____


CHRIS J. JOHNSON
Mayor

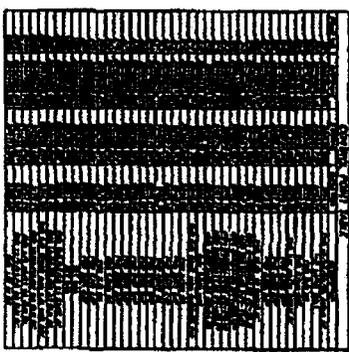
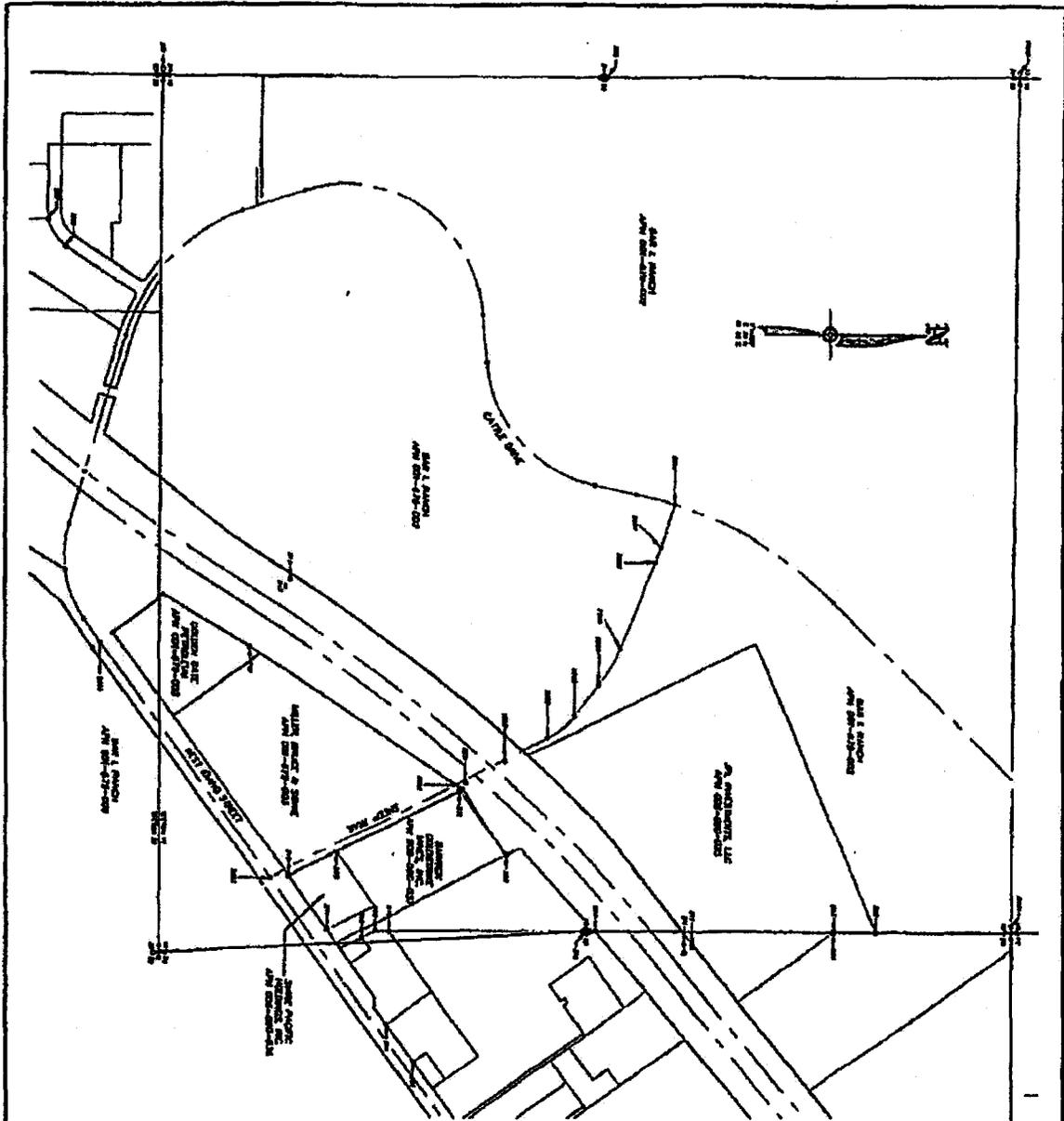
ATTEST:

Shanell Owen
SHANELL OWEN, City Clerk

**GOLDEN GATE PETROLEUM
OF NEVADA, LLC**

By: Dennis O'Keefe
DENNIS O'KEEFE
Managing Member

EXHIBIT A



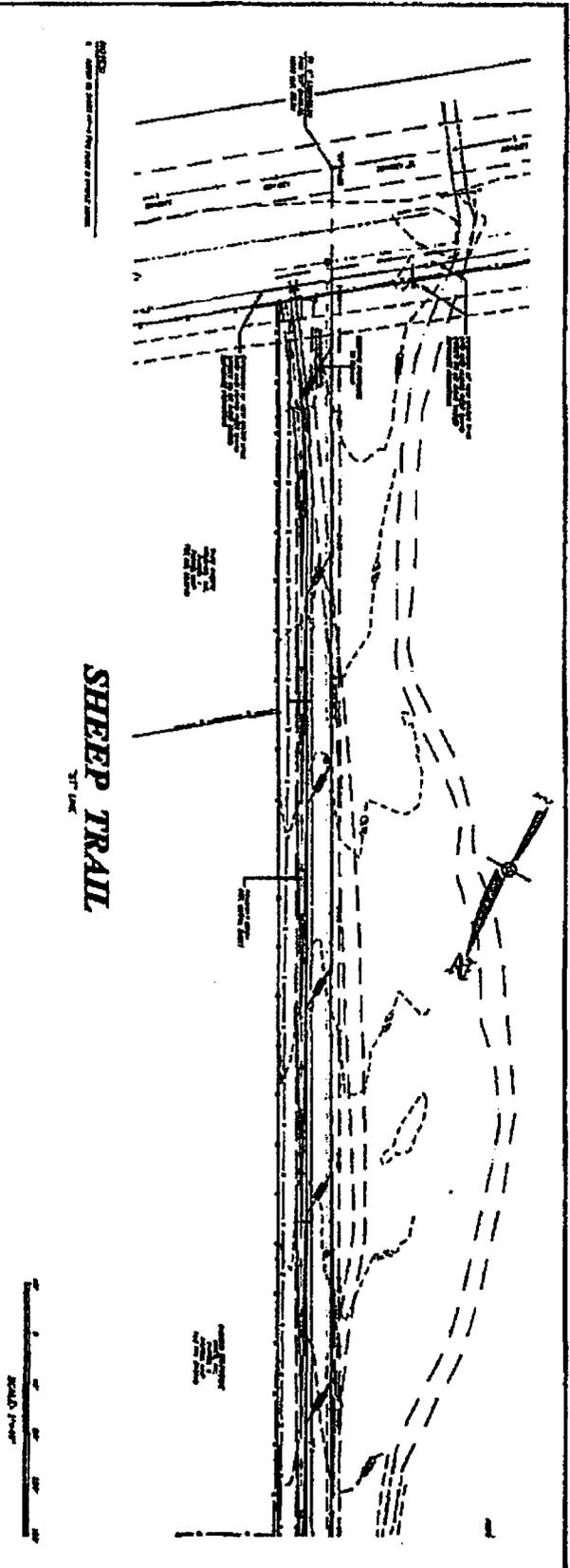
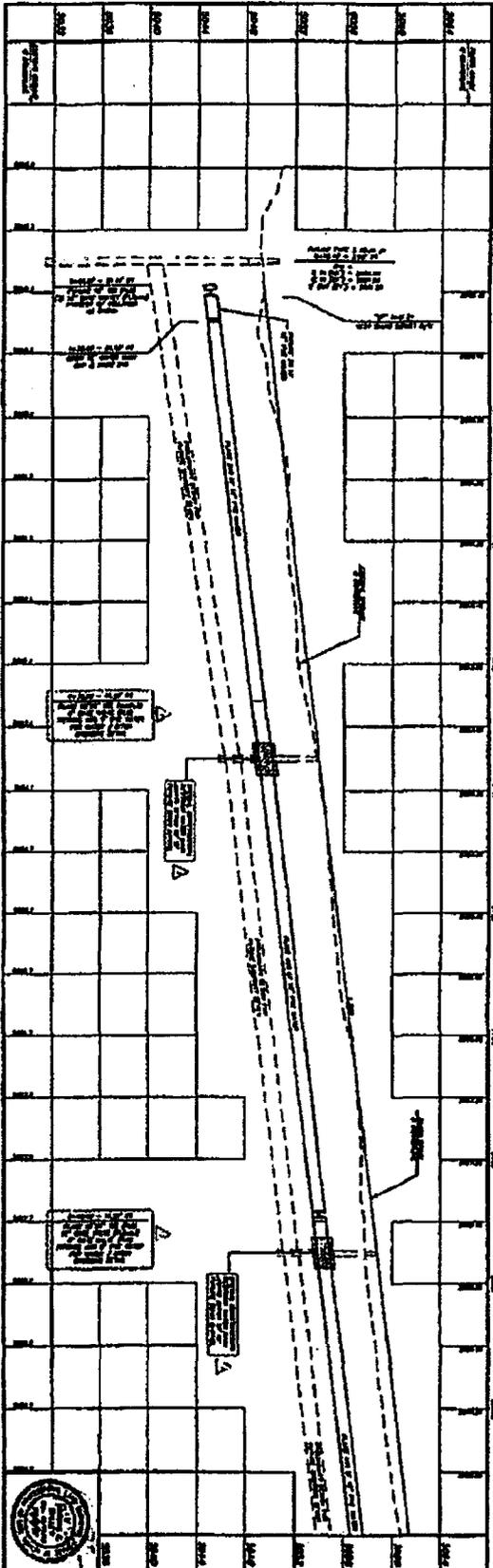
CONSULTING ENGINEERING & SURVEYING
 6400 S. MAIN STREET
 LAS VEGAS, NEVADA 89119
 (702) 735-0022

SCALE
 1" = 40'
 1/4" = 10'
 1/8" = 5'

CITY OF LAS VEGAS, NEVADA
WEST IDAHO STREET UTILITY EXTENSIONS
SURVEY CONTROL
 11-20-2012

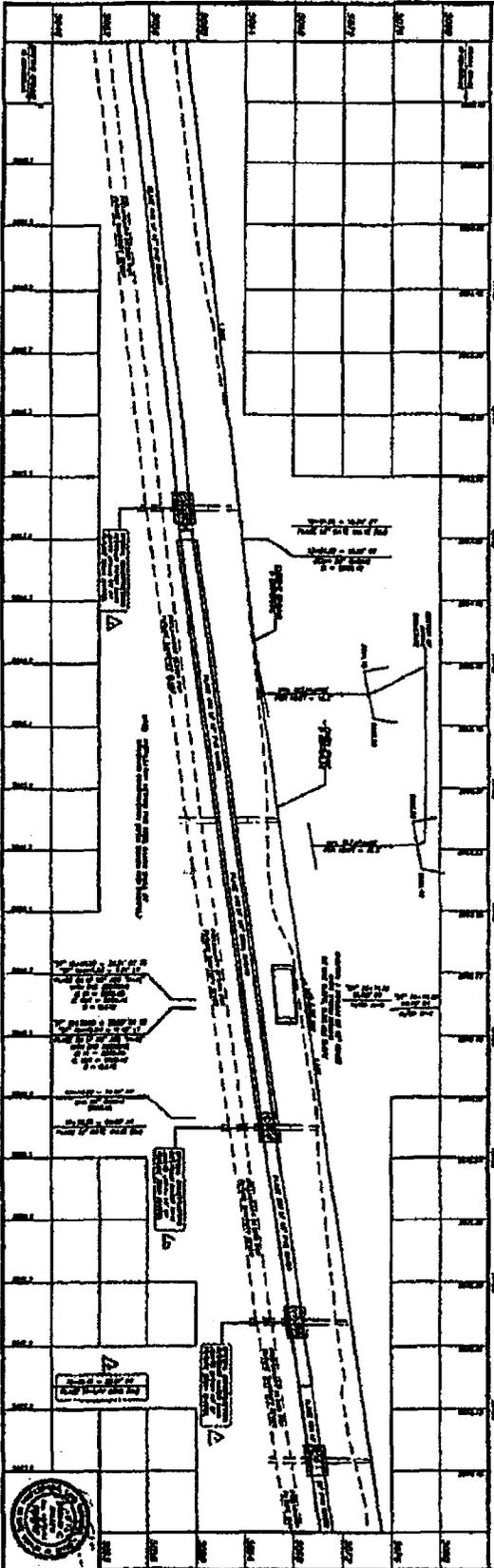
Prepared by:	SK	REV.	DATE	DESCRIPTION	BY	DATE
Checked by:	SK					
Approved by:	SK					
Date:	SEPTEMBER 2012					

EXHIBIT B

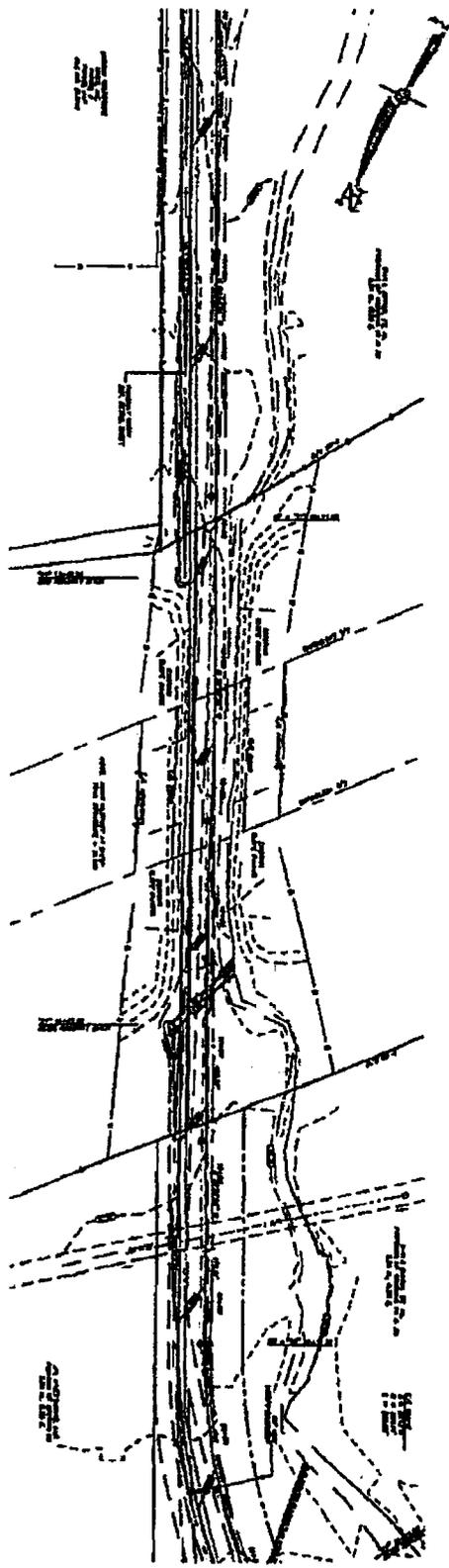


SHEEP TRAIL

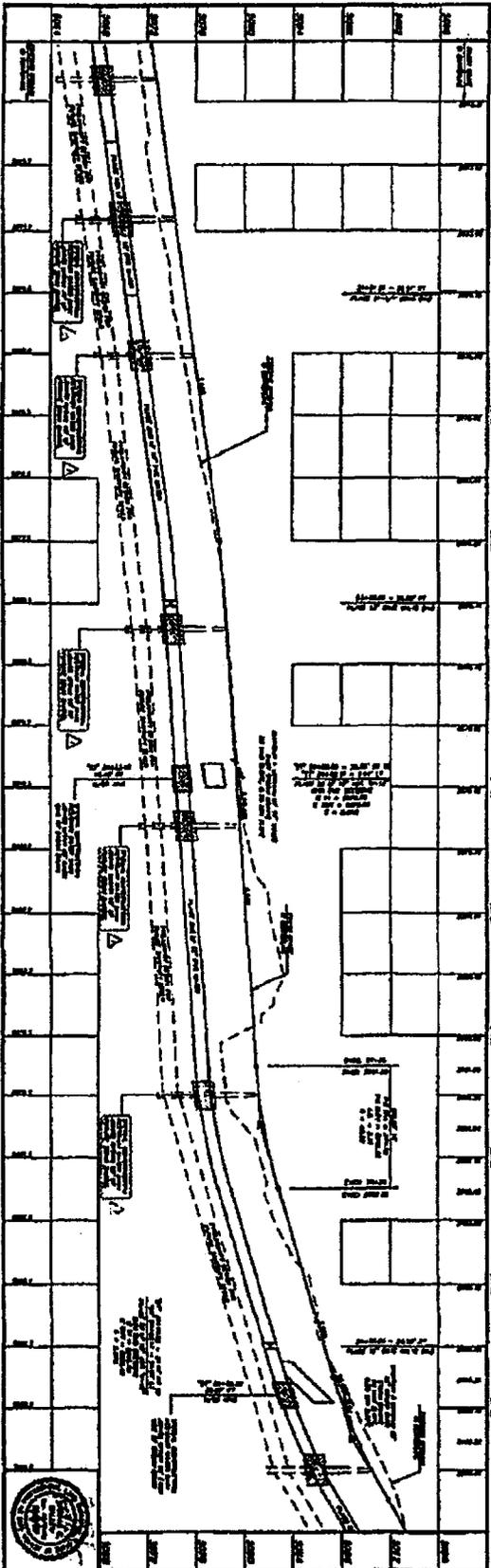
	CITY OF RENO, NEVADA SHEEP TRAIL WATER MAIN EXTENSION P&P - SHEEP TRAIL - D+00 TO 10+00	DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]	SHEET NO. [Number] TOTAL SHEETS [Number]
		DATE: [Date] SCALE: [Scale]	PROJECT NO. [Number]



SHEEP TRAIL
ST. LINE

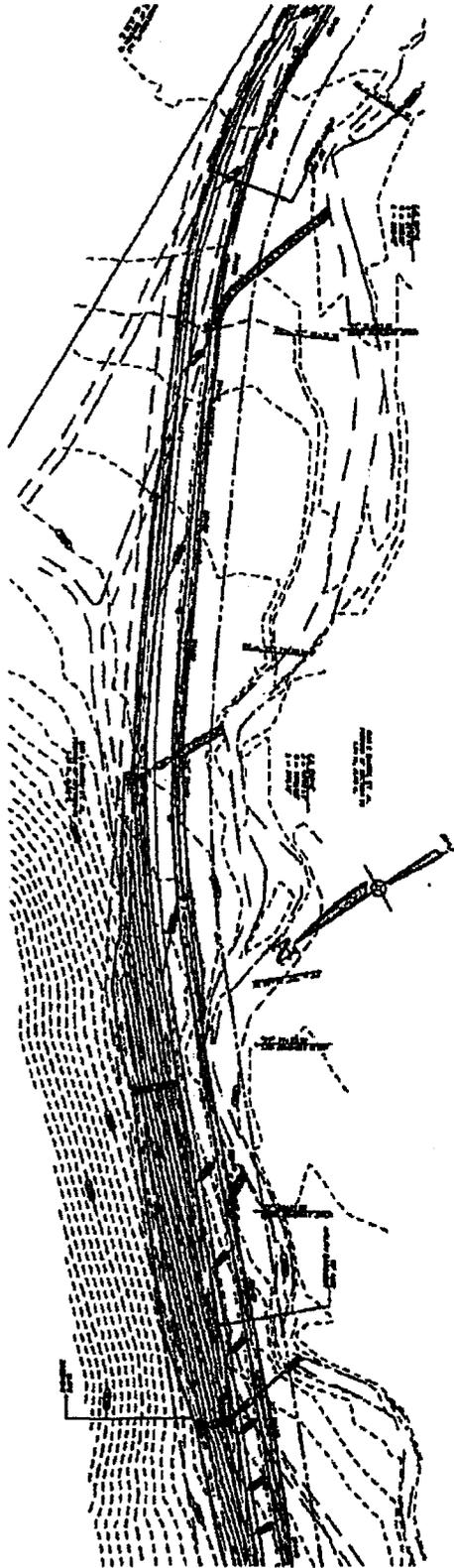


	SHEEP TRAIL PREP - SHEEP TRAIL - 10+00 TO 80+00 ELKO BURN COUNTY IDAHO	DESIGNED BY: [] CHECKED BY: [] APPROVED BY: [] DATE: AUGUST 1957	SHEET NO. [] TOTAL SHEETS []
	CITY OF ELKO, NEVADA SHEEP TRAIL MAIN EXTENSION PREP - SHEEP TRAIL - 10+00 TO 80+00 ELKO BURN COUNTY IDAHO	DESIGNED BY: [] CHECKED BY: [] APPROVED BY: [] DATE: AUGUST 1957	SHEET NO. [] TOTAL SHEETS []

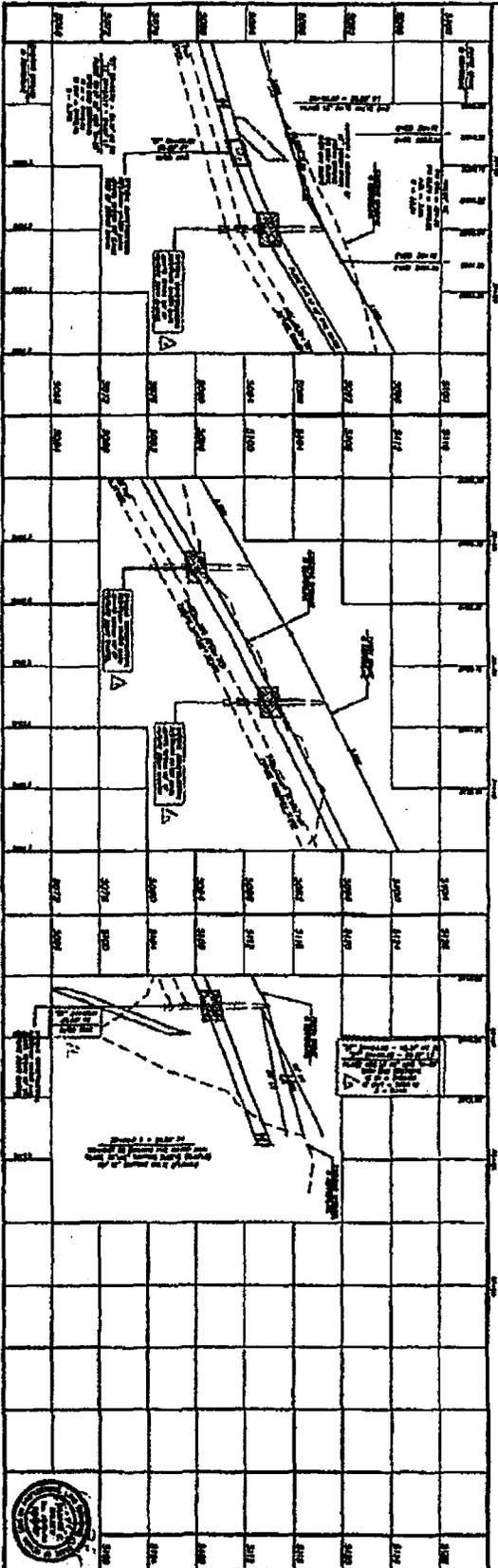


SHEEP TRAIL

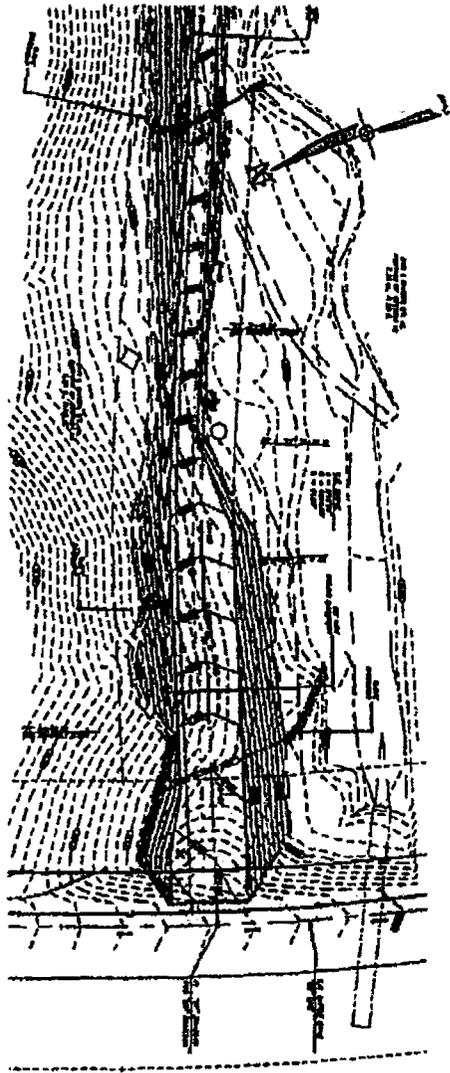
- 1st - 2nd -



	CITY OF RENO, NEVADA SHEEP TRAIL WATER MAIN EXTENSION P&P - SHEEP TRAIL - 80+00 TO 30+00	DESIGNED BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]	DATE: [Date]
	SHEET NO. [Number] TOTAL SHEETS [Number]	SHEET NO. [Number] TOTAL SHEETS [Number]	SHEET NO. [Number] TOTAL SHEETS [Number]



SHEEP TRAIL 3/4" DIA.



NOTES:

1. ALL WORK TO BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS OF THE CITY OF ELKO, NEVADA.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RIGHTS OF WAY.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE THROUGHOUT THE PROJECT.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPING.
7. THE CONTRACTOR SHALL MAINTAIN ALL RECORDS OF THE PROJECT AND SUBMIT THEM TO THE CITY ENGINEER UPON COMPLETION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE THROUGHOUT THE PROJECT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPING.



	JAMES H. SMITH CIVIL ENGINEER 1234 MAIN STREET ELKO, NEVADA 89801 (775) 532-1234	CITY OF ELKO, NEVADA SHEEP TRAIL WATER MAIN EXTENSION P&P - SHEEP TRAIL - 30+00 TO END DATE: 12/31/2024	DESIGNED BY: JCS DRAWN BY: JCS CHECKED BY: JCS APPROVED BY: JCS DATE: 12/31/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION	BY												
NO.	DATE	DESCRIPTION	BY																	

**GOLDEN GATE PETROLEUM
SHEEP TRAIL & WEST IDAHO STREET WATER MAIN EXTENSIONS
PRORATION OF COSTS BASED ON BID RESULTS - OCTOBER 6, 2017**

ITEM	DESCRIPTION	UNIT	QTY	Ruby Dome Inc.		GOLDEN GATE PETROLEUM		SWIRE COCA-COLA		CITY OF ELKO	
				PRICE	EXTENSION	QTY	EXTENSION	QTY	EXTENSION	QTY	EXTENSION
Mobilization											
1	Mobilization	L.S.	1	30,000.00	30,000.00	0.5492	16,475.92	0.2845	8,536.02	0.1663	4,988.07
2	Erosion Control	L.S.	1	58,000.00	58,000.00	0.4132	23,964.50	0.3483	20,202.41	0.2385	13,833.09
3	Traffic Control	L.S.	1	6,900.00	6,900.00	0.6587	4,545.18	0.3413	2,354.82	-	-
Earthwork											
4	Clearing & Grubbing	Acre	3.50	2,000.00	7,000.00	1.43	2,850.00	1.43	2,850.00	0.65	1,300.00
5	Unclassified Excavation	C.Y.	6,517	2.20	14,337.40	2,653.00	5,836.60	2,653.00	5,836.60	1,211.00	2,664.20
6	Unclassified Embankment	C.Y.	5,963	3.15	18,783.45	2,427.50	7,646.63	2,427.50	7,646.63	1,108.00	3,490.20
7	Type 1 Ditch	L.F.	467	12.50	5,837.50	233.50	2,918.75	233.50	2,918.75	-	-
8	Roadway Ditch	L.F.	3,820	12.00	45,840.00	1,840.00	22,080.00	1,840.00	22,080.00	140.00	1,680.00
9	Cut-off Ditch	L.F.	945	3.00	2,835.00	472.50	1,417.50	472.50	1,417.50	-	-
Water (Sheep Trail)											
10	20" Standard Weight Steel Casing	L.F.	467	133.00	62,111.00	-	-	-	-	467.00	62,111.00
11	12" Pressure Class 235 PVC Water	L.F.	3,481	52.00	181,012.00	1,498.00	77,896.00	1,498.00	77,896.00	485.00	25,220.00
12	8" Pressure Class 235 PVC Water	L.F.	20	55.00	1,100.00	10.00	550.00	10.00	550.00	-	-
13	18"x12" Tapping Sleeve (Flg)	Each	1	3,500.00	3,500.00	0.50	1,750.00	0.50	1,750.00	-	-
14	12" Tapping Valve Flg	Each	1	3,000.00	3,000.00	0.50	1,500.00	0.50	1,500.00	-	-
15	12"x8" Tee (Flg)	Each	1	2,200.00	2,200.00	0.50	1,100.00	0.50	1,100.00	-	-
16	12" Gate Valve (FlgxMJ)	Each	1	2,900.00	2,900.00	0.50	1,450.00	0.50	1,450.00	-	-
17	12" Gate Valve (MJ)	Each	4	3,200.00	12,800.00	1.00	3,200.00	1.00	3,200.00	2.00	6,400.00
18	12" FlgxMJ Adapter	Each	1	750.00	750.00	0.50	375.00	0.50	375.00	-	-
19	12" 11-1/4" Bend (MJ)	Each	2	850.00	1,700.00	1.00	850.00	1.00	850.00	-	-
20	12" End Plug (MJ)	Each	0	-	-	-	-	-	-	-	-
21	8" Gate Valve (FlgxMJ)	Each	0	2,000.00	-	-	-	-	-	-	-
22	8" End Plug (MJ)	Each	2	500.00	1,000.00	1.00	500.00	1.00	500.00	-	-
23	12" Special Construction Restrained Joints	Each	16	750.00	12,000.00	7.00	5,250.00	7.00	5,250.00	2.00	1,500.00
47	6" Pressure Class 235 PVC Water	L.F.	6	55.00	330.00	3.00	165.00	3.00	165.00	-	-
48	12"x8" Tee (MJxFlg)	Each	1	2,000.00	2,000.00	0.50	1,000.00	0.50	1,000.00	-	-
49	12"x6" Tee (MJxFlg)	Each	1	1,500.00	1,500.00	0.50	750.00	0.50	750.00	-	-
50	8" Gate Valve (Flg)	Each	2	1,700.00	3,400.00	1.00	1,700.00	1.00	1,700.00	-	-
51	8" Lateral Fittings	Each	2	2,000.00	4,000.00	1.00	2,000.00	1.00	2,000.00	-	-
52	6" Gate Valve (FlgxMJ)	Each	1	1,000.00	1,000.00	0.50	500.00	0.50	500.00	-	-
53	Fire Hydrant	Each	1	3,500.00	3,500.00	0.50	1,750.00	0.50	1,750.00	-	-
Water (West Idaho Street)											

**GOLDEN GATE PETROLEUM
SHEEP TRAIL & WEST IDAHO STREET WATER MAIN EXTENSIONS
PRORATION OF COSTS BASED ON BID RESULTS - OCTOBER 6, 2017**

ITEM	DESCRIPTION	UNIT	QTY	Ruby Dome Inc.		GOLDEN GATE PETROLEUM		SWIRE COCA-COLA		CITY OF ELKO	
				PRICE	EXTENSION	QTY	EXTENSION	QTY	EXTENSION	QTY	EXTENSION
24	Remove 12" End Plug	Each	0	-	-	-	-	-	-	-	-
25	12" Pressure Class 235 PVC Water	L.F.	1,669	57.00	95,133.00	1,269.00	72,333.00	400.00	22,800.00	-	-
26	8" Pressure Class 235 PVC Water	L.F.	660	43.30	28,578.00	644.00	27,885.20	16.00	692.80	-	-
27	12" Tee (Flg)	Each	1	1,800.00	1,800.00	1.00	1,800.00	-	-	-	-
28	12"x8" Tee (Flg)	Each	1	1,600.00	1,600.00	1.00	1,600.00	-	-	-	-
29	12" Gate Valve (FlgxMJ)	Each	5	2,900.00	14,500.00	4.00	11,600.00	1.00	2,900.00	-	-
30	12" FlgxMJ Adapter	Each	2	600.00	1,200.00	1.00	600.00	1.00	600.00	-	-
31	12"x8" Reducer (Flg)	Each	1	600.00	600.00	1.00	600.00	-	-	-	-
32	12" End Plug (MJ)	Each	1	600.00	600.00	-	-	1.00	600.00	-	-
33	8" Tee (Flg)	Each	1	800.00	800.00	1.00	800.00	-	-	-	-
34	8" Gate Valve (FlgxMJ)	Each	5	1,400.00	7,000.00	4.00	5,600.00	1.00	1,400.00	-	-
35	8" FlgxMJ Adapter	Each	1	300.00	300.00	1.00	300.00	-	-	-	-
36	8" End Plug (MJ)	Each	3	225.00	675.00	2.00	450.00	1.00	225.00	-	-
37	Air Release Valve Assembly	L.S.	0	2,600.00	-	-	-	-	-	-	-
38	Bollards	Each	4	300.00	1,200.00	4.00	1,200.00	-	-	-	-
54	6" Pressure Class 235 PVC Water	L.F.	42	55.00	2,310.00	26.00	1,430.00	16.00	880.00	-	-
55	12"x8" Tee (MJxFlg)	Each	1	2,000.00	2,000.00	-	-	1.00	2,000.00	-	-
56	12"x6" Tee (MJxFlg)	Each	1	1,500.00	1,500.00	1.00	1,500.00	-	-	-	-
57	12"x6" Tee (Flg)	Each	1	1,500.00	1,500.00	-	-	1.00	1,500.00	-	-
58	8"x6" Tee (Flg)	Each	1	800.00	800.00	1.00	800.00	-	-	-	-
59	6" Gate Valve (FlgxMJ)	Each	3	1,000.00	3,000.00	2.00	2,000.00	1.00	1,000.00	-	-
60	Fire Hydrant	Each	3	3,500.00	10,500.00	2.00	7,000.00	1.00	3,500.00	-	-
61	Water Service	Each	2	3,500.00	7,000.00	1.00	3,500.00	1.00	3,500.00	-	-
Sanitary Sewer (West Idaho Street)											
39	Type 1 Sanitary Sewer Manhole	Each	2	4,900.00	9,800.00	2.00	9,800.00	-	-	-	-
40	Type 2 Sanitary Sewer Manhole	Each	1	5,000.00	5,000.00	1.00	5,000.00	-	-	-	-
41	24" SDR-35 PVC Sewer	L.F.	29	160.00	4,640.00	29.00	4,640.00	-	-	-	-
42	21" SDR-35 PVC Sewer	L.F.	638	80.70	51,486.60	638.00	51,486.60	-	-	-	-
43	12" SDR-35 PVC Sewer	L.F.	38	65.00	2,470.00	38.00	2,470.00	-	-	-	-
44	6" SDR-35 PVC Sewer	L.F.	31	58.00	1,798.00	31.00	1,798.00	-	-	-	-
Storm Drain											
45	18" ADS "N-12" Storm Drain	L.F.	299	40.00	11,960.00	95.50	3,820.00	95.50	3,820.00	108.00	4,320.00
46	18" ADS End Section	Each	10	250.00	2,500.00	3.00	750.00	3.00	750.00	4.00	1,000.00

**GOLDEN GATE PETROLEUM
SHEEP TRAIL & WEST IDAHO STREET WATER MAIN EXTENSIONS
PRORATION OF COSTS BASED ON BID RESULTS - OCTOBER 6, 2017**

ITEM	DESCRIPTION	UNIT	QTY	Ruby Dome Inc.		GOLDEN GATE PETROLEUM		SWIRE COCA-COLA		CITY OF ELKO	
				PRICE	EXTENSION	QTY	EXTENSION	QTY	EXTENSION	QTY	EXTENSION
	Water Main Construction				\$ 686,392.35		\$ 335,589.27		\$ 222,296.52		\$ 128,506.56
	Engineering (HDE)	7.50%			51,479.43		25,169.20		16,672.24		9,637.99
	Administration (FLC)	5.00%			34,319.62		16,779.46		11,114.83		6,425.33
	Contingencies	2.50%			17,159.81		8,389.73		5,557.41		3,212.66
	Total Water Main Construction				\$ 789,351.20		\$ 385,927.66		\$ 255,641.00		\$ 147,782.54
	Original Budget				\$ 622,722.00		\$ 255,050.00		\$ 196,156.00		\$ 171,517.00

Summary of Water Main Costs											
	Total Water Main Construction				\$ 789,351.20		\$ 385,927.66		\$ 255,641.00		\$ 147,782.54
	Less Water Main Oversizing						(22,776.58)		(15,290.45)		38,067.03
	Less Water Main Extension Refunds						(62,019.93)		(44,923.55)		
	Final Water Main Costs				\$ 789,351.20		\$ 301,131.16		\$ 195,427.00		\$ 185,849.58

**GOLDEN GATE PETROLEUM
SHEEP TRAIL & WEST IDAHO STREET WATER MAIN EXTENSIONS
OVER SIZING CALCULATIONS**

ITEM	DESCRIPTION	UNIT	QTY	ALTERNATE BID ITEM	WESTERN NEVADA SUPPLY									
					12"	10"	DELTA	Project Over-Sizing	Extension Over-Sizing		Golden Gate Over-Sizing		Swire Over-Sizing	
									Quantity	Extension	Quantity	Extension	Quantity	Extension
11	12" Pressure Class 235 PVC Water	L.F.	2,996	10" Pressure Class 235 PVC Water	22.90	16.25	6.25	18,725.00	1,166.00	7,287.50	915.00	5,718.75	915.00	5,718.75
13	18"x12" Tapping Sleeve (Flg)	Each	1	18"x10" Tapping Sleeve (Flg)	2,177.05	2,177.05	-	-	-	-	0.50	-	0.50	-
	12" BNG Set	Each	1	10" BNG Set	34.00	29.00	5.00	5.00	-	-	0.50	2.50	0.50	2.50
14	12" Tapping Valve Flg)	Each	1	10" Tapping Valve Flg)	1,975.92	1,696.57	339.35	339.35	-	-	0.50	169.68	0.50	169.68
	12" BNG Set	Each	1	10" BNG Set	34.00	29.00	5.00	5.00	-	-	0.50	2.50	0.50	2.50
	12" Grip Rings	Each	1	10" Grip Rings	182.83	133.83	49.00	49.00	-	-	0.50	24.50	0.50	24.50
15	12"x8" Tee (Flg)	Each	1	10"x8" Tee (Flg)	758.21	539.54	218.67	218.67	1.00	218.67	-	-	-	-
16	12" Gate Valve (Flg/MJ)	Each	1	10" Gate Valve (Flg/MJ)	1,975.92	1,696.57	339.35	339.35	1.00	339.35	-	-	-	-
	12" BNG Set	Each	1	10" BNG Set	34.00	29.00	5.00	5.00	1.00	5.00	-	-	-	-
	12" Grip Rings	Each	1	10" Grip Rings	182.83	133.83	49.00	49.00	1.00	49.00	-	-	-	-
17	12" Gate Valve (MJ)	Each	2	10" Gate Valve (MJ)	1,994.19	1,578.96	418.20	836.40	-	-	1.00	418.20	1.00	418.20
	12" Grip Rings	Each	4	10" Grip Rings	182.83	133.83	49.00	196.00	-	-	2.00	98.00	2.00	98.00
18	12" Flg/MJ Adapter	Each	1	10" Flg/MJ Adapter	259.87	202.82	57.05	57.05	-	-	0.50	28.53	0.50	28.53
	12" BNG Set	Each	1	10" BNG Set	34.00	29.00	5.00	5.00	-	-	0.50	2.50	0.50	2.50
	12" Grip Rings	Each	1	10" Grip Rings	182.83	133.83	49.00	49.00	-	-	0.50	24.50	0.50	24.50
19	12" 11-1/4" Bend (MJ)	Each	2	10" 11-1/4" Bend (MJ)	202.82	163.21	39.61	79.22	-	-	1.00	39.61	1.00	39.61
	12" Grip Rings	Each	4	10" Grip Rings	182.83	133.83	49.00	196.00	-	-	2.00	98.00	2.00	98.00
23	12" Bell Joint Restraint	Each	14	10" Bell Joint Restraint	259.48	237.17	22.31	312.34	2.00	44.62	6.00	133.86	6.00	133.86
25	12" Pressure Class 235 PVC Water	L.F.	1,669	10" Pressure Class 235 PVC Water	22.90	16.25	6.25	10,431.25	-	-	1,269.00	7,931.25	400.00	2,500.00
27	12" Tee (Flg)	Each	1	10" Tee (Flg)	912.70	627.48	285.22	285.22	-	-	1.00	285.22	-	-
28	12"x8" Tee (Flg)	Each	1	10"x8" Tee (Flg)	758.21	539.54	218.67	218.67	-	-	1.00	218.67	-	-
29	12" Gate Valve (Flg/MJ)	Each	5	10" Gate Valve (Flg/MJ)	1,975.92	1,696.57	339.35	1,696.75	-	-	4.00	1,357.40	1.00	339.35
	12" BNG Set	Each	5	10" BNG Set	34.00	29.00	5.00	25.00	-	-	4.00	20.00	1.00	5.00
	12" Grip Rings	Each	5	10" Grip Rings	182.83	133.83	49.00	245.00	-	-	4.00	196.00	1.00	49.00
30	12" Flg/MJ Adapter	Each	2	10" Flg/MJ Adapter	259.87	202.82	57.05	114.10	-	-	1.00	57.05	1.00	57.05
	12" BNG Set	Each	2	10" BNG Set	34.00	29.00	5.00	10.00	-	-	1.00	5.00	1.00	5.00
	12" Grip Rings	Each	2	10" Grip Rings	182.83	133.83	49.00	98.00	-	-	1.00	49.00	1.00	49.00
31	12"x8" Reducer (Flg)	Each	1	10"x8" Reducer (Flg)	409.61	308.96	100.62	100.62	-	-	1.00	100.62	-	-
	12" BNG Set	Each	1	10" BNG Set	34.00	29.00	5.00	5.00	-	-	1.00	5.00	-	-
32	12" End Plug (MJ)	Each	1	10" End Plug (MJ)	131.52	124.89	7.63	7.63	-	-	-	-	1.00	7.63
	12" Gasket	Each	1	10" Gasket	32.00	29.34	2.66	2.66	-	-	-	-	1.00	2.66
48	12"x8" Tee (MJ/Flg)	Each	1	10"x8" Tee (MJ/Flg)	413.00	355.73	57.27	57.27	1.00	57.27	-	-	-	-
	12" BNG Set	Each	2	10" BNG Set	34.00	29.00	5.00	10.00	2.00	10.00	-	-	-	-
	12" Grip Rings	Each	2	10" Grip Rings	182.83	133.83	49.00	98.00	2.00	98.00	-	-	-	-
49	12"x6" Tee (MJ/Flg)	Each	1	10"x6" Tee (MJ/Flg)	372.00	329.59	42.41	42.41	-	-	0.50	21.21	0.50	21.21
	12" BNG Set	Each	2	10" BNG Set	34.00	29.00	5.00	10.00	-	-	1.00	5.00	1.00	5.00
	12" Grip Rings	Each	2	10" Grip Rings	182.83	133.83	49.00	98.00	-	-	1.00	49.00	1.00	49.00
55	12"x8" Tee (MJ/Flg)	Each	1	10"x8" Tee (MJ/Flg)	413.00	355.73	57.27	57.27	-	-	-	-	1.00	57.27
	12" BNG Set	Each	2	10" BNG Set	34.00	29.00	5.00	10.00	-	-	-	-	2.00	10.00
	12" Grip Rings	Each	2	10" Grip Rings	182.83	133.83	49.00	98.00	-	-	-	-	2.00	98.00
56	12"x6" Tee (MJ/Flg)	Each	1	10"x6" Tee (MJ/Flg)	372.00	329.59	42.41	42.41	-	-	1.00	42.41	-	-
	12" BNG Set	Each	2	10" BNG Set	34.00	29.00	5.00	10.00	-	-	2.00	10.00	-	-
	12" Grip Rings	Each	2	10" Grip Rings	182.83	133.83	49.00	98.00	-	-	2.00	98.00	-	-
57	12"x6" Tee (Flg)	Each	1	10"x6" Tee (Flg)	720.00	514.19	205.81	205.81	-	-	-	-	1.00	205.81

**GOLDEN GATE PETROLEUM
SHEEP TRAIL & WEST IDAHO STREET WATER MAIN EXTENSIONS
OVER SIZING CALCULATIONS**

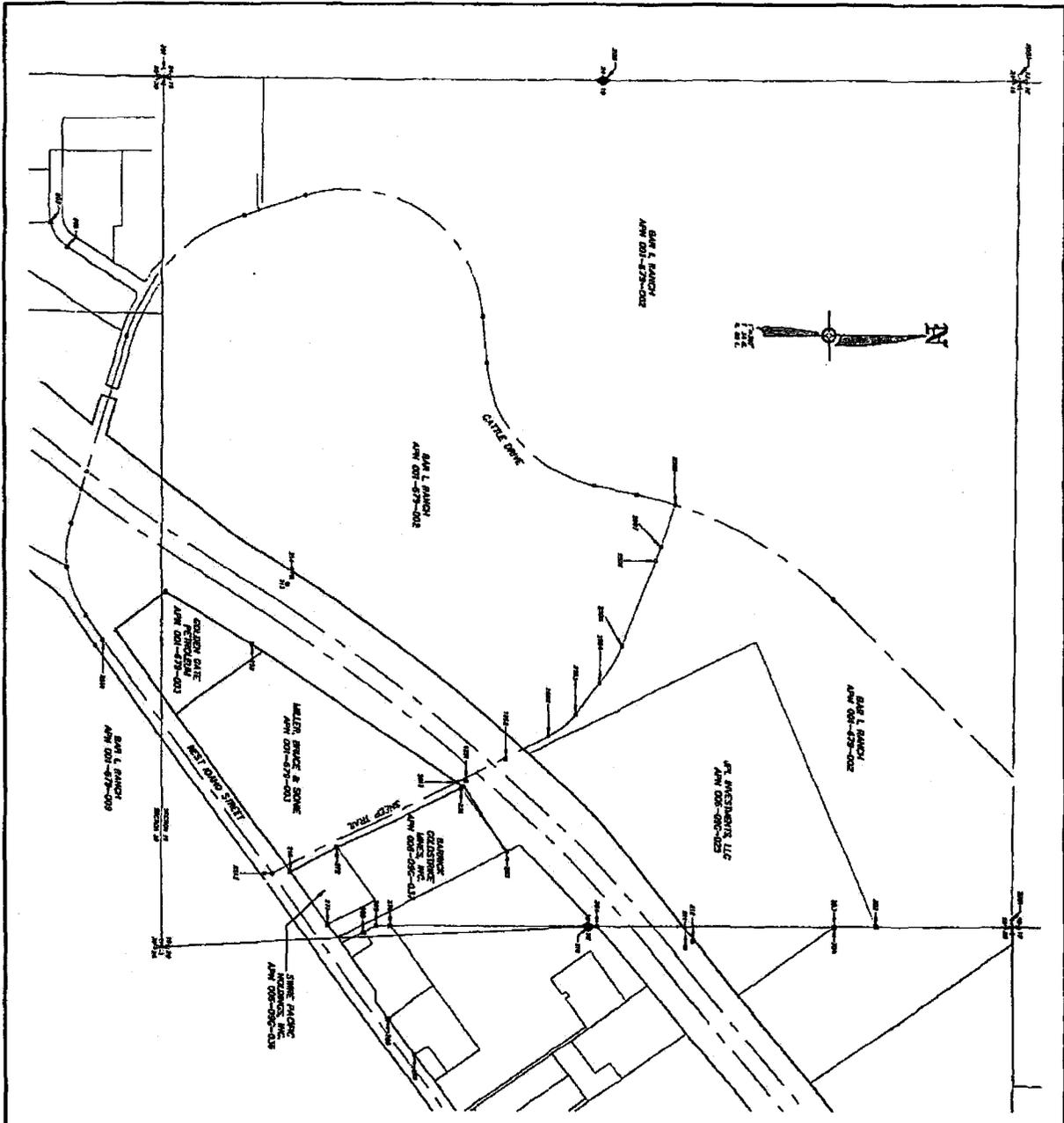
ITEM	DESCRIPTION	UNIT	QTY	ALTERNATE BID ITEM	WESTERN NEVADA SUPPLY										
					12"	10"	DELTA	Project Over-Sizing	Extension Over-Sizing		Golden Gate Over-Sizing		Swire Over-Sizing		
									Quantity	Extension	Quantity	Extension	Quantity	Extension	
	Sub-Totals							35,543.45		8,109.41		17,211.95		10,222.10	
	Plus Taxes	%	7.10%					2,523.58		575.77		1,222.05		725.77	
	Totals							38,067.03		8,685.18		18,433.99		10,947.86	

**GOLDEN GATE PETROLEUM
SHEEP TRAIL & WEST IDAHO STREET WATER MAIN EXTENSIONS
EXTENSION CALCULATIONS**

ITEM	DESCRIPTION	UNIT	SOUTH OF I-80	
			EXTENSION AGREEMENT	
			QTY	EXTENSION
Mobilization				
1	Mobilization	L.S.	0.1533	4,600.06
2	Erosion Control	L.S.	0.1447	8,390.59
3	Traffic Control	L.S.	0.1839	1,269.01
Earthwork				
4	Clearing & Grubbing	Acre	0.70	1,400.00
5	Unclassified Excavation	C.Y.	1,303.00	2,866.60
6	Unclassified Embankment	C.Y.	1,192.00	3,754.80
7	Type I Ditch	L.F.	-	-
8	Roadway Ditch	L.F.	1,200.00	14,400.00
9	Cut-off Ditch	L.F.	-	-
Water (Sheep Trail)				
10	20" Standard Weight Steel Casing	L.F.	-	-
11	12" Pressure Class 235 PVC Water	L.F.	1,166.00	60,632.00
12	8" Pressure Class 235 PVC Water	L.F.	20.00	1,100.00
13	18"x12" Tapping Sleeve (Flg)	Each	-	-
14	12" Tapping Valve Flg)	Each	-	-
15	12"x8" Tee (Flg)	Each	1.00	2,200.00
16	12" Gate Valve (FlgxMJ)	Each	1.00	2,900.00
17	12" Gate Valve (MJ)	Each	-	-
18	12" FlgxMJ Adapter	Each	-	-
19	12" 11-1/4° Bend (MJ)	Each	-	-
20	12" End Plug (MJ)	Each	-	-
21	8" Gate Valve (FlgxMJ)	Each	-	-
22	8" End Plug (MJ)	Each	2.00	1,000.00
23	12" Special Construction Restrained Joints	Each	2.00	1,500.00
47	6" Pressure Class 235 PVC Water	L.F.	-	-
48	12"x8" Tee (MJxFlg)	Each	1.00	2,000.00
49	12"x6" Tee (MJxFlg)	Each	-	-
50	8" Gate Valve (Flg)	Each	2.00	3,400.00
51	8" Lateral Fittings	Each	2.00	4,000.00
52	6" Gate Valve (FlgxMJ)	Each	-	-
53	Fire Hydrant	Each	-	-
Water (West Idaho Street)				
24	Remove 12" End Plug	Each	-	-
25	12" Pressure Class 235 PVC Water	L.F.	-	-
26	8" Pressure Class 235 PVC Water	L.F.	-	-
27	12" Tee (Flg)	Each	-	-
28	12"x8" Tee (Flg)	Each	-	-
29	12" Gate Valve (FlgxMJ)	Each	-	-
30	12" FlgxMJ Adapter	Each	-	-
31	12"x8" Reducer (Flg)	Each	-	-
32	12" End Plug (MJ)	Each	-	-
33	8" Tee (Flg)	Each	-	-
34	8" Gate Valve (FlgxMJ)	Each	-	-
35	8" FlgxMJ Adapter	Each	-	-
36	8" End Plug (MJ)	Each	-	-
37	Air Release Valve Assembly	L.S.	-	-
38	Bollards	Each	-	-
54	6" Pressure Class 235 PVC Water	L.F.	-	-
55	12"x8" Tee (MJxFlg)	Each	-	-

**GOLDEN GATE PETROLEUM
SHEEP TRAIL & WEST IDAHO STREET WATER MAIN EXTENSIONS
EXTENSION CALCULATIONS**

ITEM	DESCRIPTION	UNIT	SOUTH OF I-80	
			EXTENSION AGREEMENT	
			QTY	EXTENSION
56	12"x6" Tee (MxFlg)	Each	-	-
57	12"x6" Tee (Flg)	Each	-	-
58	8"x6" Tee (Flg)	Each	-	-
59	6" Gate Valve (FlgMJ)	Each	-	-
60	Fire Hydrant	Each	-	-
61	Water Service	Each	-	-
Sanitary Sewer (West Idaho Street)				
39	Type 1 Sanitary Sewer Manhole	Each	-	-
40	Type 2 Sanitary Sewer Manhole	Each	-	-
41	24" SDR-35 PVC Sewer	L.F.	-	-
42	21" SDR-35 PVC Sewer	L.F.	-	-
43	12" SDR-35 PVC Sewer	L.F.	-	-
44	6" SDR-35 PVC Sewer	L.F.	-	-
Storm Drain				
45	18" ADS "N-12" Storm Drain	L.F.	-	-
46	18" ADS End Section	Each	-	-
Construction Total				
	Engineering (HDE)	7.50%		\$ 115,413.07
	Administration (FLC)	5.00%		8,655.98
	Contingencies	2.50%		5,770.65
Extension Sub-Total				2,885.33
Less Over Sizing				132,725.03
Extension Total				(8,685.18)
				\$ 124,039.85
Extension Cost per Front Foot:				
Frontage (feet):				
Barrick:				859.02
Miller:				1,209.68
Swire:				330.71
Total Frontage (feet):				2,399.41
Extension Total				\$ 124,039.85
Total Extension Cost per Front Foot:				\$ 51.70
Extension Cost per property:				
Barrick:				\$ 44,407.88
Miller:				62,535.59
Swire:				17,096.38
Total Extension Cost per Property:				\$ 124,039.85
Extension Reimbursements to Golden Gate:				
Barrick Development:				\$ 44,407.88
Miller Development:				62,535.59
Total Extension Reimbursements to Golden Gate:				\$ 106,943.47



THE CITY ENGINEER HAS REVIEWED THIS PLAN AND APPROVES THE SAME FOR THE CITY OF ELKO, NEVADA.



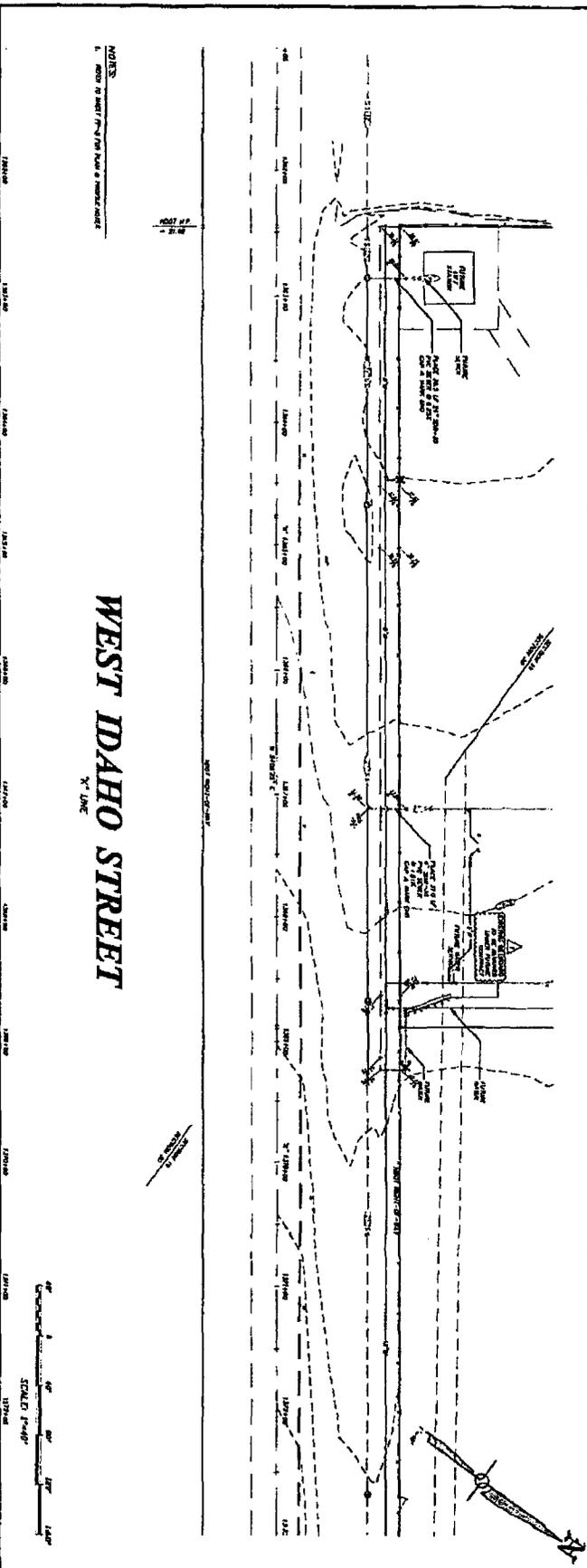
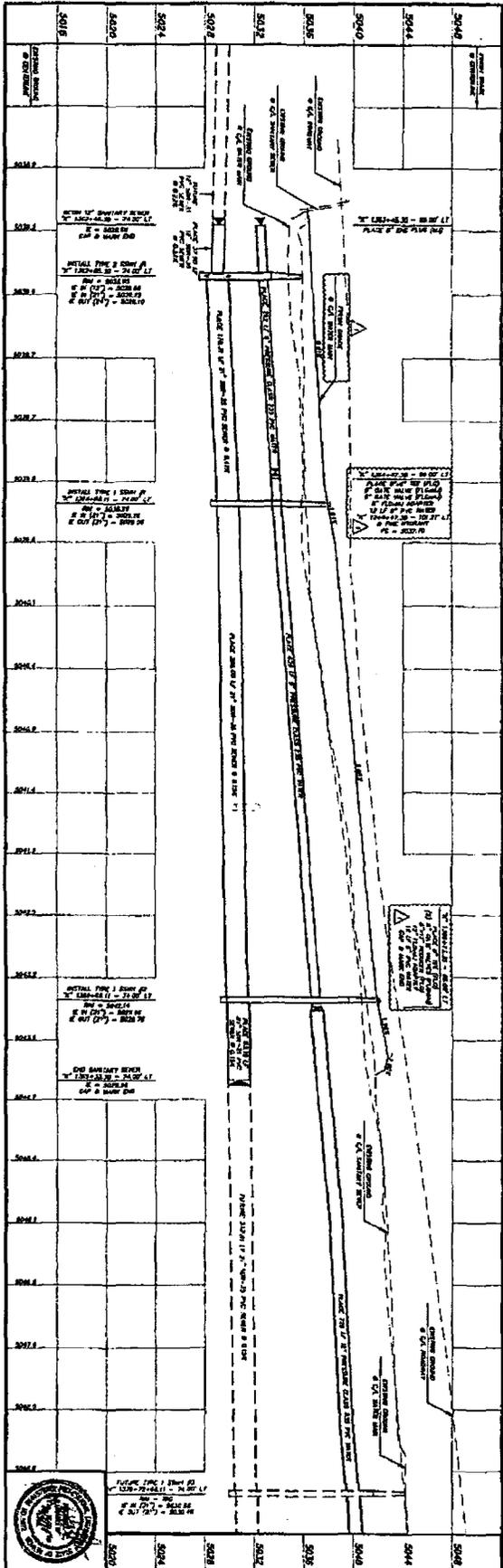
High R Design Engineers
 CONSULTING ENGINEERING & SURVEYING
 640 IDAHO STREET
 ELKO, NEVADA 89601
 (775) 738-4583

CITY OF ELKO, NEVADA
 WEST IDAHO STREET UTILITY EXTENSIONS
 SURVEY CONTROL
 ELKO ELKO COUNTY NEVADA

DESIGNED BY:	YTC	REV.	DATE	DESCRIPTION	BY	APP'D
DRAWN BY:	YTC					
CHECKED BY:	YTC					
APPROVED BY:						
DATE:	SEPTEMBER 2011					

NO.	DESCRIPTION	DATE	BY
1	DESIGNED	8/15/11	YTC
2	DRAWN	8/15/11	YTC
3	CHECKED	8/15/11	YTC
4	APPROVED	8/15/11	YTC

NO.	DESCRIPTION	DATE	BY
1	DESIGNED	8/15/11	YTC
2	DRAWN	8/15/11	YTC
3	CHECKED	8/15/11	YTC
4	APPROVED	8/15/11	YTC



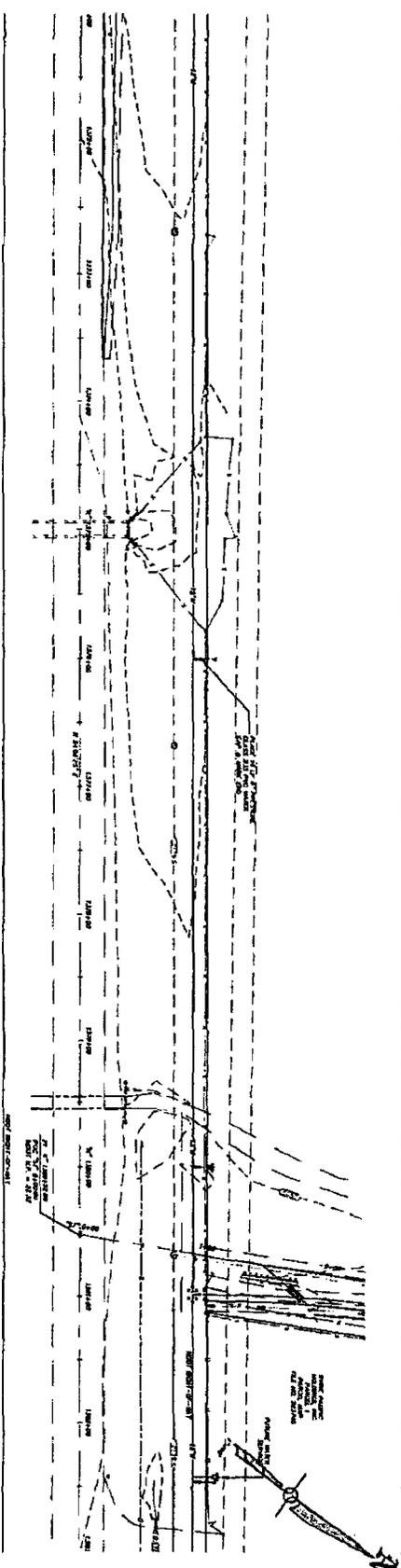
WEST IDAHO STREET

X-LINE

NOTES
1. REFER TO SHEET P&P FOR PLAN & VERTICAL ALIGNMENT

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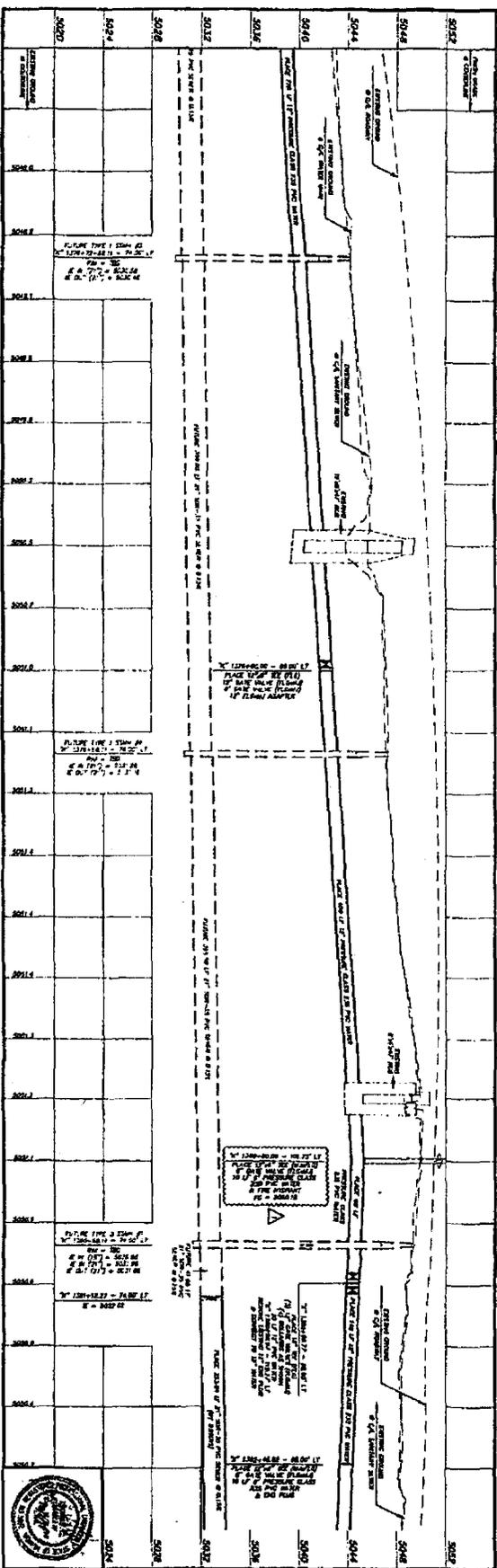
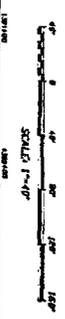
	CONSULTING ENGINEERING & SURVEYING HIGH & DESERT ENGINEERING 840 ISLAND STREET ELKO, NEVADA 89601 (702) 738-4000	SCALE: HORIZONTAL: 1" = 40' VERTICAL: 1" = 4' JOB No. 2014 CITY OF ELKO	CITY OF ELKO, NEVADA WEST IDAHO STREET UTILITY EXTENSIONS P&P - W IDAHO ST - 1362+00 TO 1372+00 ELKO ELKO COUNTY NEVADA	DESIGNED BY: TCR CHECKED BY: TCR APPROVED BY: TCR DATE: SEPTEMBER, 2014	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REV.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> <th>APP'D</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>12/20/14</td> <td>REVISED PER PLAN</td> <td>TCR</td> <td></td> </tr> </tbody> </table>	REV.	DATE	DESCRIPTION	BY	APP'D	1	12/20/14	REVISED PER PLAN	TCR	
	REV.	DATE	DESCRIPTION	BY	APP'D										
1	12/20/14	REVISED PER PLAN	TCR												
SHEET No. 101-1 OF 101															



NOTES
 1. REFER TO SHEET P&P-101 FOR PLAN & ELEVATION NOTES.

WEST IDAHO STREET

X-Y LINE

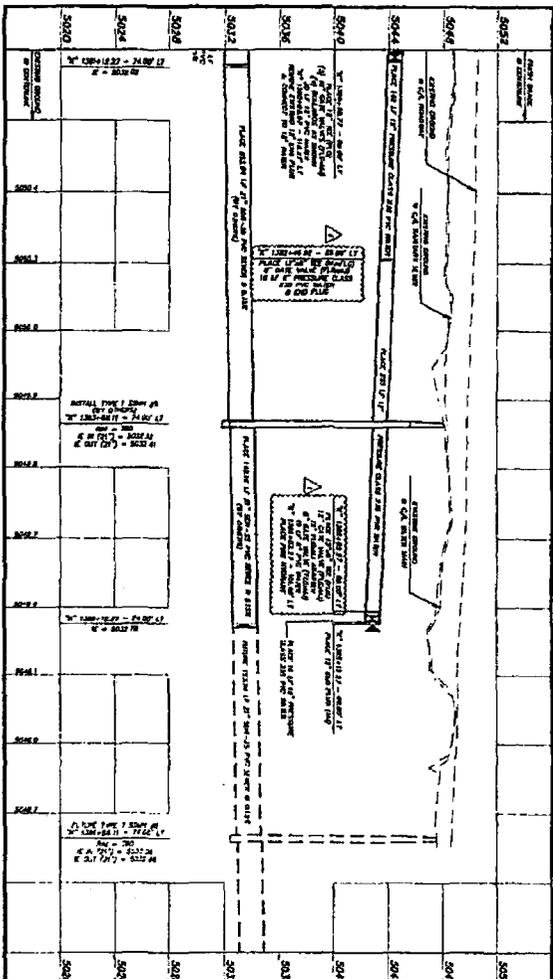
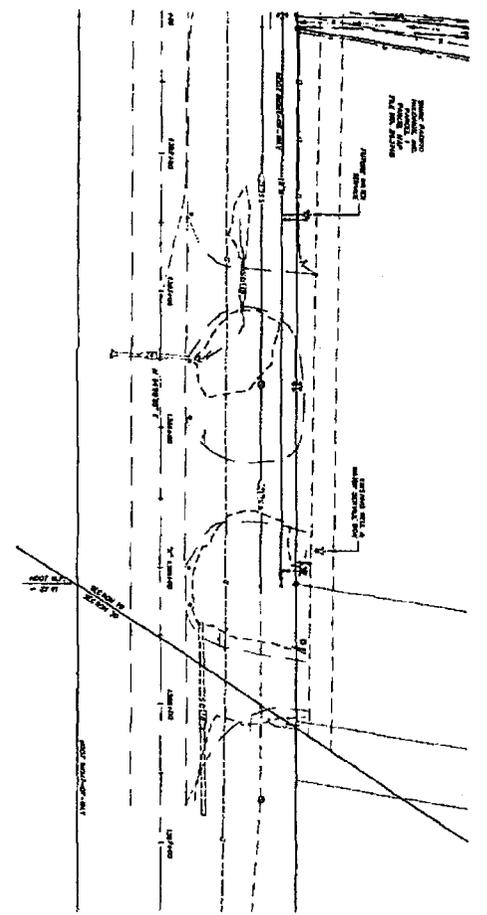


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 <p>HILL & DESERT ENGINEERING LLC CONSULTING ENGINEERING 940 BROAD STREET ELKO, NEVADA 89601 (775) 738-6882</p>	<p>SCALE HORIZONTAL - 1"=40' VERTICAL - 1"=4'</p> <p>DATE SEP 2014</p>	<p>CITY OF ELKO, NEVADA WEST IDAHO STREET UTILITY EXTENSIONS P&P - W IDAHO ST - 1372+00 TO 1382+00</p>	<p>DESIGNED BY: TCM DRAWN BY: TCM CHECKED BY: TCM APPROVED BY: TCM DATE: SEPTEMBER 2014</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> <th>APP'D</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>9/20/14</td> <td>REVISED SHEET</td> <td>TCM</td> <td></td> </tr> </tbody> </table>	REV	DATE	DESCRIPTION	BY	APP'D	1	9/20/14	REVISED SHEET	TCM	
REV	DATE	DESCRIPTION	BY	APP'D										
1	9/20/14	REVISED SHEET	TCM											

WEST IDAHO STREET

X LINE



- PLAN & ELEVATION NOTES**
1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
 2. ALL UTILITIES SHOWN ARE BASED ON RECORD PLANS AND FIELD SURVEY.
 3. ALL UTILITIES SHOWN ARE BASED ON RECORD PLANS AND FIELD SURVEY.
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CONCRETE ENGINEERING & SURVEYING
 840 GRAND STREET
 ELKO, NEVADA 89601
 (775) 738-0983

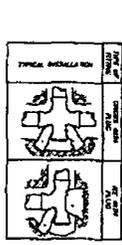
SCALE
 HORIZ. 1" = 40'
 VERT. 1" = 4'
 JOB No. 1515
 DATE 11/15/11

CITY OF ELKO, NEVADA
WEST IDAHO STREET UTILITY EXTENSIONS
P&P - W IDAHO ST - 1382+00 TO END

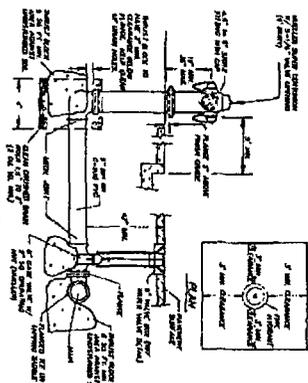
DESIGNED BY	TJR	REV	DATE	DESCRIPTION	BY	APP'D
DRAWN BY	TJR	1	11/15/11	ISSUED FOR PERMIT	TJR	
CHECKED BY	TJR					
APPROVED BY						
DATE	11/15/11					

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	1" DIA. GALV. STEEL PIPE	100	FT.	1.50	150.00
2	1" DIA. GALV. STEEL ELBOW	10	EA.	1.00	10.00
3	1" DIA. GALV. STEEL TEEL	10	EA.	1.00	10.00
4	1" DIA. GALV. STEEL FLANGE	10	EA.	1.00	10.00
5	1" DIA. GALV. STEEL GASKET	10	EA.	1.00	10.00
6	1" DIA. GALV. STEEL NUT	10	EA.	1.00	10.00
7	1" DIA. GALV. STEEL WASHER	10	EA.	1.00	10.00
8	1" DIA. GALV. STEEL BOLT	10	EA.	1.00	10.00
9	1" DIA. GALV. STEEL BRACKET	10	EA.	1.00	10.00
10	1" DIA. GALV. STEEL PLATE	10	EA.	1.00	10.00

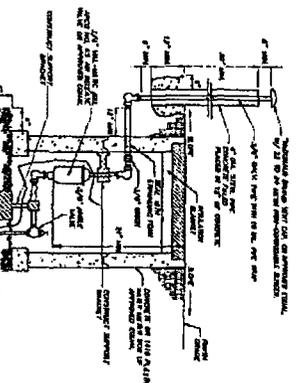
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
11	1" DIA. GALV. STEEL PIPE	100	FT.	1.50	150.00
12	1" DIA. GALV. STEEL ELBOW	10	EA.	1.00	10.00
13	1" DIA. GALV. STEEL TEEL	10	EA.	1.00	10.00
14	1" DIA. GALV. STEEL FLANGE	10	EA.	1.00	10.00
15	1" DIA. GALV. STEEL GASKET	10	EA.	1.00	10.00
16	1" DIA. GALV. STEEL NUT	10	EA.	1.00	10.00
17	1" DIA. GALV. STEEL WASHER	10	EA.	1.00	10.00
18	1" DIA. GALV. STEEL BOLT	10	EA.	1.00	10.00
19	1" DIA. GALV. STEEL BRACKET	10	EA.	1.00	10.00
20	1" DIA. GALV. STEEL PLATE	10	EA.	1.00	10.00



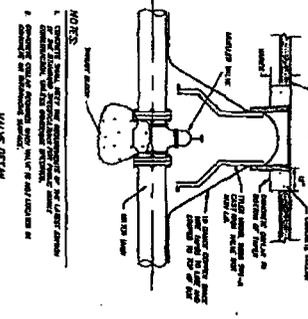
- NOTES:**
1. ALL PIPE SHALL BE GALV. STEEL UNLESS OTHERWISE SPECIFIED.
 2. ALL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE CITY OF ELKO WATER DEPARTMENT SPECIFICATIONS.
 3. ALL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE CITY OF ELKO WATER DEPARTMENT SPECIFICATIONS.
 4. ALL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE CITY OF ELKO WATER DEPARTMENT SPECIFICATIONS.
 5. ALL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE CITY OF ELKO WATER DEPARTMENT SPECIFICATIONS.



- NOTES:**
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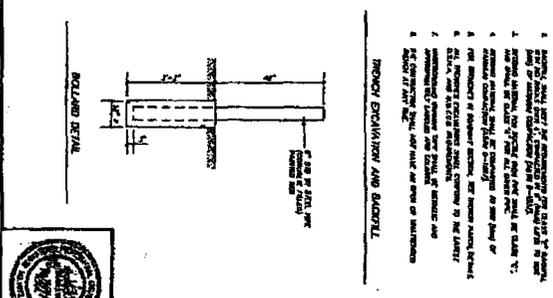
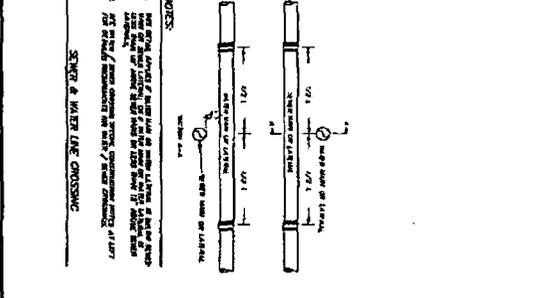
- NOTES:**
1. ALL PIPE SHALL BE GALV. STEEL UNLESS OTHERWISE SPECIFIED.
 2. ALL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE CITY OF ELKO WATER DEPARTMENT SPECIFICATIONS.
 3. ALL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE CITY OF ELKO WATER DEPARTMENT SPECIFICATIONS.
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 5. ALL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE CITY OF ELKO WATER DEPARTMENT SPECIFICATIONS.



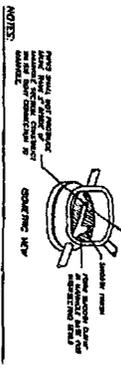
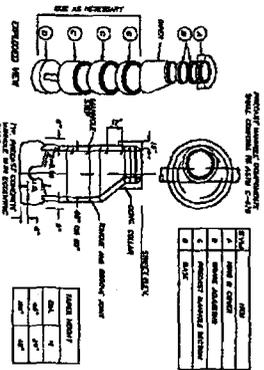
- NOTES:**
1. ALL PIPE SHALL BE GALV. STEEL UNLESS OTHERWISE SPECIFIED.
 2. ALL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE CITY OF ELKO WATER DEPARTMENT SPECIFICATIONS.
 3. ALL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE CITY OF ELKO WATER DEPARTMENT SPECIFICATIONS.
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 5. ALL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE CITY OF ELKO WATER DEPARTMENT SPECIFICATIONS.

- UTILITY NOTES:**
1. ALL PIPE SHALL BE GALV. STEEL UNLESS OTHERWISE SPECIFIED.
 2. ALL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE CITY OF ELKO WATER DEPARTMENT SPECIFICATIONS.
 3. ALL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE CITY OF ELKO WATER DEPARTMENT SPECIFICATIONS.
 4. ALL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE CITY OF ELKO WATER DEPARTMENT SPECIFICATIONS.
 5. ALL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE CITY OF ELKO WATER DEPARTMENT SPECIFICATIONS.

- STEEL / WATER CROSSING SPECIAL CONSTRUCTION NOTES:**
1. ALL PIPE SHALL BE GALV. STEEL UNLESS OTHERWISE SPECIFIED.
 2. ALL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE CITY OF ELKO WATER DEPARTMENT SPECIFICATIONS.
 3. ALL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE CITY OF ELKO WATER DEPARTMENT SPECIFICATIONS.
 4. ALL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE CITY OF ELKO WATER DEPARTMENT SPECIFICATIONS.
 5. ALL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE CITY OF ELKO WATER DEPARTMENT SPECIFICATIONS.

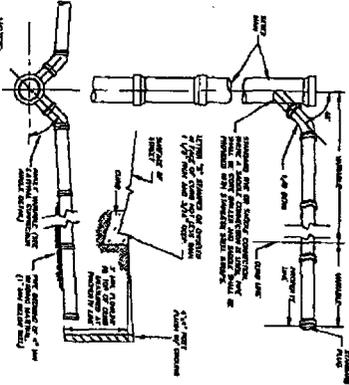


	CONSULTING ENGINEERS WEST IDAHO DESERT ENGINEERING, INC. 840 MAIN STREET ELKO, NEVADA 89601 (702) 738-8883	SCALE: 1" = 10'-0" 1/4" = 1'-0" 1/8" = 1'-0" 1/16" = 1'-0" 1/32" = 1'-0" 1/64" = 1'-0" 1/128" = 1'-0" 1/256" = 1'-0" 1/512" = 1'-0" 1/1024" = 1'-0" 1/2048" = 1'-0" 1/4096" = 1'-0" 1/8192" = 1'-0" 1/16384" = 1'-0" 1/32768" = 1'-0" 1/65536" = 1'-0" 1/131072" = 1'-0" 1/262144" = 1'-0" 1/524288" = 1'-0" 1/1048576" = 1'-0" 1/2097152" = 1'-0" 1/4194304" = 1'-0" 1/8388608" = 1'-0" 1/16777216" = 1'-0" 1/33554432" = 1'-0" 1/67108864" = 1'-0" 1/134217728" = 1'-0" 1/268435456" = 1'-0" 1/536870912" = 1'-0" 1/1073741824" = 1'-0" 1/2147483648" = 1'-0" 1/4294967296" = 1'-0" 1/8589934592" = 1'-0" 1/17179869184" = 1'-0" 1/34359738368" = 1'-0" 1/68719476736" = 1'-0" 1/137438953472" = 1'-0" 1/274877906944" = 1'-0" 1/549755813888" = 1'-0" 1/1099511627776" = 1'-0" 1/2199023255552" = 1'-0" 1/4398046511104" = 1'-0" 1/8796093022208" = 1'-0" 1/17592186044416" = 1'-0" 1/35184372088832" = 1'-0" 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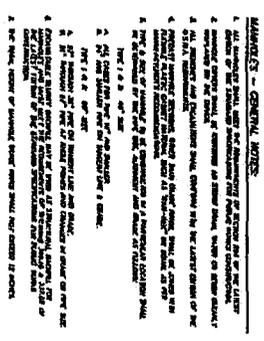
- NOTES:**
1. PIPE SECTION LENGTHS SHOWN IN THIS DETAIL.
 2. MINIMUM COVER SHALL BE MAINTAINED OVER ALL SECTIONS.
 3. MINIMUM SAND SHALL BE MAINTAINED OVER ALL SECTIONS.
 4. MINIMUM GRAVEL SHALL BE MAINTAINED OVER ALL SECTIONS.
 5. MINIMUM CONCRETE SHALL BE MAINTAINED OVER ALL SECTIONS.

TYPE 1 ECONOMY MANHOLE



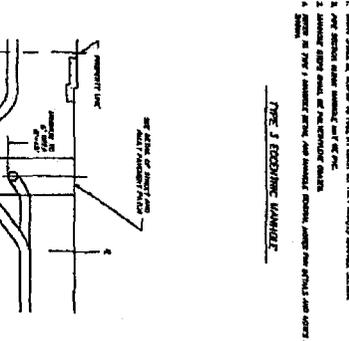
- NOTES:**
1. IN ALL CASES, A LATERAL CONNECTION TO THE SEWER SHALL BE MADE AT THE TOP OF THE PIPE.
 2. MINIMUM COVER SHALL BE MAINTAINED OVER ALL SECTIONS.
 3. MINIMUM SAND SHALL BE MAINTAINED OVER ALL SECTIONS.
 4. MINIMUM GRAVEL SHALL BE MAINTAINED OVER ALL SECTIONS.
 5. MINIMUM CONCRETE SHALL BE MAINTAINED OVER ALL SECTIONS.
 6. ALL SEWER PIPE SHALL BE 12" DIA. UNLESS OTHERWISE SPECIFIED.
 7. ALL SEWER PIPE SHALL BE 15' DIA. UNLESS OTHERWISE SPECIFIED.
 8. ALL SEWER PIPE SHALL BE 18" DIA. UNLESS OTHERWISE SPECIFIED.
 9. ALL SEWER PIPE SHALL BE 24" DIA. UNLESS OTHERWISE SPECIFIED.
 10. ALL SEWER PIPE SHALL BE 30" DIA. UNLESS OTHERWISE SPECIFIED.
 11. ALL SEWER PIPE SHALL BE 36" DIA. UNLESS OTHERWISE SPECIFIED.
 12. ALL SEWER PIPE SHALL BE 42" DIA. UNLESS OTHERWISE SPECIFIED.
 13. ALL SEWER PIPE SHALL BE 48" DIA. UNLESS OTHERWISE SPECIFIED.
 14. ALL SEWER PIPE SHALL BE 54" DIA. UNLESS OTHERWISE SPECIFIED.
 15. ALL SEWER PIPE SHALL BE 60" DIA. UNLESS OTHERWISE SPECIFIED.
 16. ALL SEWER PIPE SHALL BE 66" DIA. UNLESS OTHERWISE SPECIFIED.
 17. ALL SEWER PIPE SHALL BE 72" DIA. UNLESS OTHERWISE SPECIFIED.
 18. ALL SEWER PIPE SHALL BE 78" DIA. UNLESS OTHERWISE SPECIFIED.
 19. ALL SEWER PIPE SHALL BE 84" DIA. UNLESS OTHERWISE SPECIFIED.
 20. ALL SEWER PIPE SHALL BE 90" DIA. UNLESS OTHERWISE SPECIFIED.

SEWER LATERAL CONNECTION



- NOTES:**
1. ALL SEWER PIPE SHALL BE 12" DIA. UNLESS OTHERWISE SPECIFIED.
 2. MINIMUM COVER SHALL BE MAINTAINED OVER ALL SECTIONS.
 3. MINIMUM SAND SHALL BE MAINTAINED OVER ALL SECTIONS.
 4. MINIMUM GRAVEL SHALL BE MAINTAINED OVER ALL SECTIONS.
 5. MINIMUM CONCRETE SHALL BE MAINTAINED OVER ALL SECTIONS.
 6. ALL SEWER PIPE SHALL BE 15' DIA. UNLESS OTHERWISE SPECIFIED.
 7. ALL SEWER PIPE SHALL BE 18" DIA. UNLESS OTHERWISE SPECIFIED.
 8. ALL SEWER PIPE SHALL BE 24" DIA. UNLESS OTHERWISE SPECIFIED.
 9. ALL SEWER PIPE SHALL BE 30" DIA. UNLESS OTHERWISE SPECIFIED.
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 11. ALL SEWER PIPE SHALL BE 42" DIA. UNLESS OTHERWISE SPECIFIED.
 12. ALL SEWER PIPE SHALL BE 48" DIA. UNLESS OTHERWISE SPECIFIED.
 13. ALL SEWER PIPE SHALL BE 54" DIA. UNLESS OTHERWISE SPECIFIED.
 14. ALL SEWER PIPE SHALL BE 60" DIA. UNLESS OTHERWISE SPECIFIED.
 15. ALL SEWER PIPE SHALL BE 66" DIA. UNLESS OTHERWISE SPECIFIED.
 16. ALL SEWER PIPE SHALL BE 72" DIA. UNLESS OTHERWISE SPECIFIED.
 17. ALL SEWER PIPE SHALL BE 78" DIA. UNLESS OTHERWISE SPECIFIED.
 18. ALL SEWER PIPE SHALL BE 84" DIA. UNLESS OTHERWISE SPECIFIED.
 19. ALL SEWER PIPE SHALL BE 90" DIA. UNLESS OTHERWISE SPECIFIED.

TYPE 2 ECONOMY MANHOLE



- NOTES:**
1. IN ALL CASES, A LATERAL CONNECTION TO THE SEWER SHALL BE MADE AT THE TOP OF THE PIPE.
 2. MINIMUM COVER SHALL BE MAINTAINED OVER ALL SECTIONS.
 3. MINIMUM SAND SHALL BE MAINTAINED OVER ALL SECTIONS.
 4. MINIMUM GRAVEL SHALL BE MAINTAINED OVER ALL SECTIONS.
 5. MINIMUM CONCRETE SHALL BE MAINTAINED OVER ALL SECTIONS.
 6. ALL SEWER PIPE SHALL BE 12" DIA. UNLESS OTHERWISE SPECIFIED.
 7. ALL SEWER PIPE SHALL BE 15' DIA. UNLESS OTHERWISE SPECIFIED.
 8. ALL SEWER PIPE SHALL BE 18" DIA. UNLESS OTHERWISE SPECIFIED.
 9. ALL SEWER PIPE SHALL BE 24" DIA. UNLESS OTHERWISE SPECIFIED.
 10. ALL SEWER PIPE SHALL BE 30" DIA. UNLESS OTHERWISE SPECIFIED.
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 12. ALL SEWER PIPE SHALL BE 42" DIA. UNLESS OTHERWISE SPECIFIED.
 13. ALL SEWER PIPE SHALL BE 48" DIA. UNLESS OTHERWISE SPECIFIED.
 14. ALL SEWER PIPE SHALL BE 54" DIA. UNLESS OTHERWISE SPECIFIED.
 15. ALL SEWER PIPE SHALL BE 60" DIA. UNLESS OTHERWISE SPECIFIED.
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 17. ALL SEWER PIPE SHALL BE 72" DIA. UNLESS OTHERWISE SPECIFIED.
 18. ALL SEWER PIPE SHALL BE 78" DIA. UNLESS OTHERWISE SPECIFIED.
 19. ALL SEWER PIPE SHALL BE 84" DIA. UNLESS OTHERWISE SPECIFIED.
 20. ALL SEWER PIPE SHALL BE 90" DIA. UNLESS OTHERWISE SPECIFIED.

LATERAL CONNECTION DETAILS



NO.	DATE	DESCRIPTION	BY	APP'D.
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

CITY OF ELKO, NEVADA
WEST IDAHO STREET UTILITY EXTENSIONS
SEWER SYSTEM DETAILS
 ELKO COUNTY NEVADA

DESIGNED BY: JTC
 DRAWN BY: JTC
 CHECKED BY: JTC
 APPROVED BY: JTC
 DATE: SEPTEMBER 1977

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Resolution No. 15-18, a resolution authorizing the expenditure of funds by the Redevelopment Agency from its Special Revenue Fund in the amount of \$250,000, for the work proposed for the Centennial Park Expansion Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 8, 2018**
3. Agenda Category: **RESOLUTION**
4. Time Required: **10 Minutes**
5. Background Information: **RDA approved expenditure of \$250,000 for the Centennial Park Expansion Project at their February 27, 2018 meeting. As per the Redevelopment Plan, Council must give consent on the expenditures. CL**
6. Budget Information:
 - Appropriation Required: **\$250,000.00**
 - Budget amount available:
 - Fund name: **Redevelopment Agency**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution No. 15-18**
9. Recommended Motion: **Approve Resolution No. 15-18**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

**CITY OF ELKO
RESOLUTION NO. 15-18**

**A RESOLUTION APPROVING THE EXPENDITURE
OF MONEY IN THE ELKO REDEVELOPMENT AGENCY
SPECIAL REVENUE FUND FOR CONSTRUCTION
OF THE CENTENNIAL PARK EXPANSION**

Upon introduction and motion by Council Member _____ and seconded by Council Member _____ the following Resolution was passed and adopted by no less than a two-thirds vote of the Elko City Council:

WHEREAS, pursuant to NRS 279.628(2)(c), by resolution of the Elko City Council adopted by a two-thirds vote, any money in the revolving fund maintained by the Elko Redevelopment Agency may be paid to the Elko Redevelopment Agency, upon such terms and conditions as the Elko City Council may prescribe for any expenses necessary or incidental to the carrying out of the Elko Redevelopment Plan;

WHEREAS, pursuant to NRS 279.486(1) and Article II(G)(1)(c) of the Elko Redevelopment Plan, the Elko Redevelopment Agency may, with the consent of the Elko City Council, pay all or part of the cost of the construction of any building, facility, structure or other improvement and the installation of any improvement which is publicly or privately owned and located within or without the redevelopment area;

WHEREAS, pursuant to NRS 279.486(3), before the City Council may give its consent to an action proposed by the Redevelopment Agency pursuant to NRS 279.486(1), the City Council must determine that: (a) the buildings, facilities, structures or other improvements are of benefit to the redevelopment area or the immediate neighborhood in which the redevelopment area is located; and (b) no other reasonable means of financing those buildings, facilities, structures or other improvements are available;

WHEREAS; the foregoing determinations by the City Council are final and conclusive;

WHEREAS, the City Council established the Elko Redevelopment Agency revolving fund as a Capital Projects Fund by resolution dated June 23, 2009;

WHEREAS, the City Council converted the Elko Redevelopment Agency revolving fund from a Capital Projects Fund to a Special Revenue Fund by resolution dated February 11, 2014;

WHEREAS, on February 27, 2018, the Elko Redevelopment Agency resolved to approve funding for the expansion of the Centennial Park using Redevelopment Agency funds up to \$250,000, with the work to include, without limitation, the public infrastructure such as curb, gutter, sidewalk, storm drain, landscaping, irrigation, and reader boards;

WHEREAS, the Elko City Council desires to consent to the aforementioned expenditures proposed by the Elko Redevelopment Agency;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE ELKO CITY COUNCIL THAT the work proposed for the Centennial Park Expansion Project, as described in the minutes of the February 27, 2018 meeting of the Elko Redevelopment Agency, constitute buildings, facilities, structures or other improvements that are of benefit to the redevelopment area and the immediate neighborhood in which the redevelopment area is located;

IT IS FURTHER RESOLVED that no other reasonable means of financing those buildings, facilities, structures or other improvements are available;

IT IS FURTHER RESOLVED that the Elko City Council hereby authorizes the expenditure of funds by the Redevelopment Agency from its Special Revenue Fund in the amount of \$250,000, and consents to the work proposed for the Centennial Park Expansion Project, as described in the minutes of the February 27, 2018 meeting of the Elko Redevelopment Agency.

PASSED AND ADOPTED this 8th day of May, 2018.

CITY OF ELKO

By: _____
CHRIS J. JOHNSON, MAYOR

ATTEST:

SHANELL OWEN, CITY CLERK

VOTE:

AYES:

NAYS:

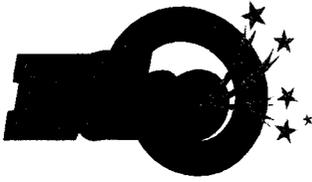
ABSENT:

ABSTAIN:

**Elko City Council
Agenda Action Sheet**

1. Title: **First reading of Ordinance No. 829, an ordinance amending Title 3, Chapter 2, of the Elko City Code “GENERAL ZONING ORDINANCE” specifically Section 3-2-11 IBP, IC Industrial Districts, filed and processed as Zoning Ordinance Amendment No. 1-18, and to direct Staff to set the matter for public hearing, second reading and possible adoption, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 8, 2018**
3. Agenda Category: **ORDINANCE**
4. Time Required: **10 Minutes**
5. Background Information: **The Planning Commission held a public hearing on May 1, 2018, and took action to forward a recommendation to Council to adopt an ordinance, which approves the zoning ordinance amendment. CL**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Ordinance and P.C. Action Report**
9. Recommended Motion: **Conduct first reading of Ordinance No. 829, and direct Staff to set the matter for public hearing, second reading, and possible adoption.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission, City Attorney**
12. Council Action:
13. Agenda Distribution:



CITY OF ELKO

Planning Department

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

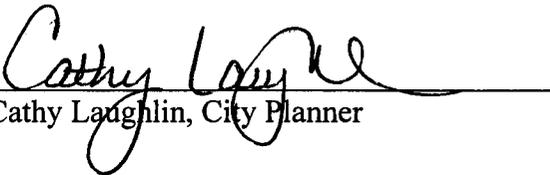
1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

CITY OF ELKO
PLANNING COMMISSION ACTION REPORT
Regular Meeting of May 1, 2018

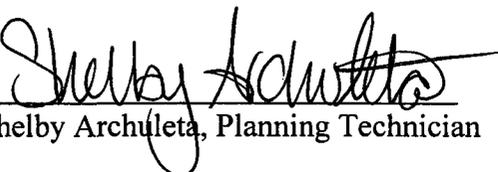
WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on May 1, 2017 under Public Hearing format, in accordance with notification requirements contained in Section 3-2-21(B)(1) of the City Code:

Zoning Ordinance Amendment 1-18, Ordinance No. 829, an amendment to the City Zoning Ordinance, specifically Section 3-2-11 IBP, IC Industrial Districts and matters related thereto.

NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwarded a recommendation to City Council to adopt an ordinance, which approves Zoning Ordinance Amendment No. 1-18.


Cathy Laughlin, City Planner

Attest:


Shelby Archuleta, Planning Technician

CC: Applicant
Jeremy Draper, Development Manager (via email)
Shanell Owen, City Clerk

**CITY OF ELKO
ORDINANCE NO. 829**

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, OF THE ELKO CITY CODE
ENTITLED "GENERAL ZONING ORDINANCE" BY ADDING NEW DEVELOPMENT
STANDARDS, AND MATTERS RELATED THERETO.**

WHEREAS, the City of Elko desires to amend the City Code to provide clarification within the General Zoning Ordinance;

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 3, Chapter 2, Section 11 is hereby amended to read as follows:

3-2-11: IBP, IC INDUSTRIAL DISTRICTS:

A. IBP Industrial Business Park District:

1. Intent: The purpose of the IBP zoning district is to provide and preserve high profile areas appropriate for corporate office, research and development facilities, office parks and compatible light industrial uses with emphasis on special site design features that strengthen the city's economic base and contribute to a higher quality of appearance and standard of land use, and to preclude residential uses and also extensive commercial uses and development that may be detrimental to the character or quality of the business/industrial park environment.
2. Principal Uses Permitted: The primary permitted uses in the IBP zoning district are listed as follows, plus other uses of a similar nature:

Advertising distribution.

Bakery.

Bottling plants.

Business schools, vocational and trade schools.

Catering services.

Childcare center.

Communication facilities.

Corporate and professional office, offices subordinate to and related to the principal industrial use.

Electronic manufacturing and assembly.

Financial institutions.

Indoor light manufacturing, processing, assembly, fabricating or storage of certain specified products and materials.

Laboratories, medical experimental and research.

Machine shops.

Newspaper and publishing plants.

Office supply stores.

Printing, blueprinting, photostating, and photo finishing facilities.

Recording studios.

Recreation and fitness centers.

Warehousing and distribution center.

Other commercial uses which are supportive and complementary to IBP uses and the intent of the district as determined by the planning commission.

3. Conditions:

- a. **Conditional Use Permit Required:** Issuance of a conditional use permit following review by the planning commission and in accordance with this chapter is required for all fully integrated and planned IBP developments as part of a concept master plan or for individual IBP uses not part of an approved master plan.
- b. **Outside Storage:** Any outside storage shall be suitably screened from the surrounding area by walls, planting, or other barrier to the satisfaction of the planning commission.
- c. **Signs:** Advertising signs shall be reviewed as part of the plans submitted for conditional use permit review. The planning commission may require the reduction of any height or size of sign suggested by the developer, if the planning commission finds such reduction to be in keeping with the intent of this section.
- d. **Height Limitation:** No structure may be allowed to exceed the elevation indicated in the current airport master plan of the city.

e. Required Area And Width: Five (5) acre minimum development area with ten thousand (10,000) square feet minimum lot area within the development, one hundred fifty feet (150') average width, unless otherwise permitted by the planning commission.

f. Yards: Yards shall be set as follows:

(1) Rear yard: Twenty foot (20') minimum setback unless the structure borders on an alley, in which event no setback is required.

(2) Interior side yard: Ten foot (10') minimum setback.

(3) Exterior side yard: Fifteen foot (15') minimum setback.

(4) Front yard: Twenty foot (20') minimum setback.

g. Front And Exterior Side Yards: Required front yards and exterior side yards shall be limited exclusively for landscaping, driveways, internal circulation, walkways, parking, signs and other related streetscape features. Materials storage within such yards shall be prohibited.

h. Landscaping:

(1) Provisions for landscaping shall be included in the development master plan to be submitted for conditional use permit approval. These shall include, but are not limited to, screen planting, lawn areas, trees, shrubs, fences and walls. Drought tolerant, low maintenance species in conjunction with decorative "hard surface" materials, such as, but not limited to, volcanic rock, gravel or stone are encouraged and may be utilized to fulfill landscape surface requirements.

(2) Minimum landscape area shall be provided equal to twenty five percent (25%) of the required front yard and exterior side yard equal to two and one-half (2¹/₂) square feet per linear foot of street frontage.

(3) It shall be the responsibility of the owner or developer to carry out this program and to provide such maintenance and care as is required to obtain the effect intended by the original plan. All landscaping shall be planned and maintained to the satisfaction of the planning commission. A screen wall as set forth in subsection 3-2-3J of this chapter is required for all IBP uses within one hundred fifty feet (150') of an R district.

B. IC Industrial Commercial District:

1. Intent: The purpose of the IC zoning district is to provide and preserve transitional areas characterized by surrounding commercial and industrial districts appropriate for a mixture of commercial uses and small scale industrial uses which are not associated with excessive levels of noise, dust, odor, vibration or smoke.

2. Principal Uses Permitted:

All general commercial principal permitted uses listed in subsection 3-2-10B of this chapter.

All light industrial principal permitted uses listed in subsection 3-2-12A of this chapter.

3. Conditional Uses Permitted: Any of the following uses may be permitted upon approval of a conditional use permit in accordance with provisions of this subsection and as set forth in section 3-2-18 of this chapter:

Gas service stations.

Mixed uses. Structures containing one or more residential dwelling units in which a significant portion of the space within the structure includes one or more principal commercial permitted uses.

Recreational vehicle parks.

4. Development Standards:

~~a. For industrial uses, the area and setback requirements set forth in subsection 3-2-12A2 of this chapter shall apply.~~

~~b. For commercial uses, all standards set forth in section 3-2-10 of this chapter shall apply.~~

~~c. For an unspecified use at the time of development, the stricter of the two (2) standards set forth in subsection 3-2-12A2 or section 3-2-10 of this chapter shall apply.~~

a. Minimum Area: There is no required minimum lot area.

b. Minimum Lot Width: There is no required minimum lot width.

c. Minimum Front and Rear Yard Setback: Required minimum front and rear yard setback shall be five feet (5').

d. Minimum Side Yard Setback: Required minimum side yard setback shall be five feet (5').

5. Height Restrictions: In addition to all other applicable requirements, all structures within the IC industrial commercial zoning district must comply with the height and other requirements of the current city airport master plan, to the extent the plan applies to that location.

6. IC Industrial Commercial Zone Abutting Residential Zone: A conditional use permit pursuant to section 3-2-18 of this chapter is required for every new development on a lot or parcel in the IC industrial commercial zoning district which abuts a residential zoning district. All such developments are subject to the screen wall requirements set forth in subsection 3-2-3J of this chapter.
7. Outside Storage: Any outside storage of materials shall be suitably screened from surrounding area by fencing, walls, planting, or other comparable barrier.
8. Landscaping:
 - a. For every new construction in the IC industrial commercial zoning district which is outside of the central business district (CBD), minimum landscape area shall be provided in an amount equal to fifteen percent (15%) of the surface area of the developed portion of the property for lot sizes one acre or greater and ten percent (10%) of the surface area of the developed portion of the property for lot sizes smaller than one acre, to include property consisting of multiple parcels which form a single development. Additionally, the city may, at its discretion, require that landscaped areas be distributed throughout the development, including yard areas between buildings, structures and the adjacent street right of way line. The landscaping may include, but is not limited to, screen planting, lawns, trees, shrubs, fences and walls. Drought tolerant, low maintenance species, in conjunction with decorative hard surface materials such as, but not limited to, volcanic rock, gravel or stone, are encouraged and may, where appropriate, be utilized to fulfill landscape surface requirements.
 - b. It shall be the responsibility of the owner or developer to carry out the requirements of this section and to provide proper maintenance and care of the landscaping. (Ord. 805, 12-13-2016)

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict

Section 3: If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, the invalidity, unenforceability or provision shall not affect any remaining provisions of this ordinance.

Section 4: Upon adoption, the City Clerk of the City of Elko is hereby directed to have this ordinance published by title only, together with the Councilman voting for or against its passage in a newspaper of general circulation within the time established by law, for at least one publication.

Section 5: This Ordinance shall be effective upon the publication mentioned in Section 4.

PASSED AND ADOPTED this --th day of -, 2018 by the following vote of the Elko City Council.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this --th day of --, 2018.

CITY OF ELKO

BY: _____
CHRIS JOHNSON, Mayor

ATTEST:

SHANELL OWEN, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review and consideration of a request to waive or reduce the vendor fee(s) for the Elko Farmer's Market, including the Market's approval to be located at the parking lot behind Sherman Station on Saturday June 16, July 21, August 18, and September 15, 8:00 a.m.–12:00 noon, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 8, 2018**
3. Agenda Category: **PETITION, APPEAL, AND COMMUNICATION**
4. Time Required: **10 Minutes**
5. Background Information: **A letter from Sue Kennedy and Dan Lotspeich has been included in the agenda packet for review. Additionally, a letter of support from the Elko Area Chamber of Commerce and the current lease agreement between the City of Elko and the Chamber have been included for review. The Elko Farmer's Market is considered a Special Event, pursuant to Elko City Code 4-1-6.**

Since the Elko's Farmer Market is proposing to use public property, a \$34.50 per vendor per event fee is required. By contrast, events held on private property are charged \$6.00 per vendor per day. Although technically public property, the Sherman Station parking lot is included in the lease area and operated/controlled by the Chamber. The Elko Area Chamber of Commerce is willing to sponsor the event(s), if necessary. CC

6. Budget Information: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Letter from Sue Kennedy and Dan Lotspeich; Letter from Elko Area Chamber of Commerce; Lease Agreement between City and Chamber; Elko City Code 4-1-16 Vendor Permit Information**
9. Recommended Motion: **Pleasure of Council**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution: **Sue Kennedy
lamoillebeef@gmail.com

Billie Crapo, Elko Chamber of Commerce
ceo@elkonevada.com**

April 29, 2018

To Mayor Chris Johnson and the Members of the Elko City Council:

The organizers of the Elko Farmer's Market are asking for Council's assistance in establishing a new monthly farmer's market for Elko Area residents to enjoy.

Currently, local agricultural producers host two farmer's markets each month from June through October. One of those markets is held in Lamoille, and the second is held in Elko, in the parking lot at IFA. All products offered at these markets were grown here in Elko County or adjacent counties. The markets have been extremely successful, and our customers have requested that we add more markets so that they can shop for locally-produced food each week during the growing season.

In order to increase visibility and customer awareness, we'd like to hold one market monthly on the parking lot behind Sherman Station. The Chamber of Commerce enthusiastically supports this idea. This venue will provide significantly more drive-by traffic than our IFA venue, and can help more Elko residents bring home delicious, healthy, locally grown food for their families. Unfortunately, because this proposed venue is City property, city ordinance states that each producer must pay \$30+ each month to the City in fees.

This fee presents a significant financial barrier to our local agricultural producers, given that most of us operate on a shoestring. Many of us are just getting started in business. The organizers are doing everything in our power to assist new producers to have enough yield to have a booth at the market, as everyone wins with more locally-produced food choices. More booths = a more attractive market = more customers. A monthly fee of this nature will make it difficult for the market to succeed, as most of our producers won't be able to afford to have a booth. A market that's too small will die.

We are asking that the Council waive the vendor fee for our agricultural producers so that our local farmer's market can grow. Various organizations have been trying for years to bring a farmer's market to Elko, and after years of effort our group has finally been able to do so. If you help us, we can continue to grow, and can integrate this wonderful event into the fabric of our home town summer.

If you vote to approve this waiver, the dates for the Elko Farmer's Market at Sherman Station will be June 16, July 21, August 18 and September 15, 8AM – 12N. The possibility exists that we'd be able to hold an October 20 market, as well, depending on how the weather holds during harvest season.

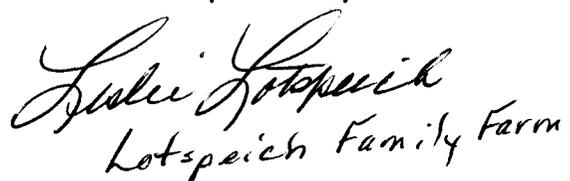
Thank you for your consideration, and for your support of local agriculture.



Sue Kennedy
Kennedy Ranch Home-Grown Meats



Dan Lotspeich
Lotspeich Family Farms



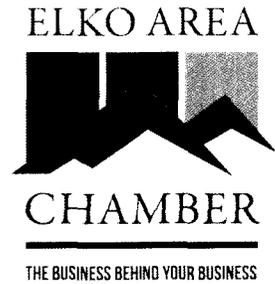
Julie Lotspeich
Lotspeich Family Farm



One customer's haul from an Elko Farmer's Market date last year



Lamoille Farmer's Market



May 1, 2018

Dear Curtis Calder and the Elko City Council,

The Elko Area Chamber is excited to host Farmer's Markets in our parking lot. This is a wonderful opportunity to offer "Buy Fresh, Buy Local" foods to our community and surrounding areas.

We are in full support of Lotspeich Family Farms holding these events at the Chamber, as it is not only bringing people to Sherman Station, it is benefitting our community.

I understand the need for permits, but currently, I am asking the City Council to consider removing or discounting the vendor fees. Because the chamber technically sits on city property, the fees are much higher than private property. This is a concern for small vendors and could potentially dissuade them from being a part of the Farmer's Market.

Please contact me if you have any other questions or concerns.

Thank you for your time and consideration,

Billie Crapo
Chief Executive Officer
ceo@elkonevada.com

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 10th day of ^{December}~~October~~, 2008, 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 **ELKO CHAMBER OF COMMERCE**, a Nevada corporation hereinafter referred to as "LESSEE", both hereinafter referred to in the singular, neuter, whether one or more person or entity.

WITNESSETH

For and in consideration of the mutual covenants contained herein, and subject to ratification and approval of the City of Elko through its Mayor and Councilmen, 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**

Section 1.01. Description: LESSOR leases to LESSEE that certain real and personal property in the City of Elko, State of Nevada, particularly described on Exhibit A attached hereto and made a part hereof for all purposes, hereinafter referred to as the "Property."

Section 1.02. Term: The term of this Lease shall be for a period of twenty (20) years commencing on the date hereof.

**ARTICLE II.
RENT**

Section 2.01. Amount: LESSEE agrees to pay LESSOR as rent for the premises, the sum of ONE DOLLAR (\$1.00) payable upon execution of this Lease.

Section 2.02. Additional Assessments and Charges: 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: Use: The Property may be used by LESSEE only for the purposes of conducting business activities relating to tourism, community public services and activities relating thereto including commercial activities which are appurtenant, subordinate or incidental to such uses. 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.

ARTICLE IV.
CONSTRUCTION AND OWNERSHIP OF IMPROVEMENTS

Section 4.01. Building Construction Improvements and Changes Permitted: LESSEE shall have the right to remodel and place buildings upon the premises, provided that prior to placement of any buildings, LESSEE shall submit to LESSOR plans and specifications therefore and obtain LESSOR's approval. For any remodeling or placement of buildings, LESSEE shall fully comply with all the terms and conditions of this Lease.

Section 4.02. Compliance with Laws: All construction, work, improvements, and alterations thereto, to the Property by LESSEE or its agents, shall be done in a good and workmanlike manner 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.

Section 4.03. Ownership of Buildings and Improvements: All buildings and improvements thereto of a permanent nature to the "Sherman Station" buildings shall remain under the ownership of LESSOR.

ARTICLE V.
MAINTENANCE, REPAIRS AND DESTRUCTION OF PROPERTY

Section 5.01. Maintenance of Improvements: LESSEE shall, throughout the term of this Lease, at its own cost, and without any expense to LESSOR, keep and maintain the Property, including the interior and exterior of all buildings and improvements of every kind which may be a part thereof, and all appurtenances thereto, in good, sanitary and neat 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.

Maintenance responsibilities of LESSEE shall include maintenance of all non-turf landscaping and snow removal of all areas adjacent to the buildings.

The LESSOR will maintain the turf landscaping and provide snow removal for the parking lot.

ARTICLE VI.
COMPLIANCE WITH LAWS/WASTE

Section 6.01. Applicable Laws: 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. Waste, Nuisance or Unlawful Activities: 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. Payment by LESSEE: 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. Prohibition against Liens: LESSEE shall keep the fee estate of the Property free and clear from all mechanics' and materialmen's liens and other liens and encumbrances.

ARTICLE IX.
INDEMNIFICATION OF LESSOR

Section 9.01. Indemnification: 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 who 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. Indemnity Agreement: LESSEE shall comply with all terms and conditions of the Environmental Indemnity Agreement set forth on Exhibit "B" attached hereto.

Section 9.03. Insurance Liability: 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 \$100,000.00 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 to 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 therefor, and that such premium shall be repaid to LESSOR as an additional rent installment.

Section 9.04. Adjustment of Coverage: In the event that the limits of the personal injury or property damage public liability insurance then carried not be sufficient to provide adequate protection for LESSOR, the parties shall endeavor to agree on the proper and reasonable limits for such insurance. If the parties cannot so agree on the proper and reasonable limits for said insurance, parties shall within thirty (30) days of not reaching an agreement on insurance limits select an impartial third person to determine the proper and reasonable limits for the insurance which shall be binding upon the parties and such insurance shall be carried with the limits as thus determined. The expenses for such determination shall be borne equally by the parties.

Section 9.05. Cost of Insurance deemed Additional Rental: 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. Restrictions: LESSEE shall not sub-lease or assign any part of the Property or any of LESSEE's rights hereunder without the express written consent of LESSOR. 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 Agreement and LESSEE shall remain responsible to LESSOR for all of the terms of this Lease.

Section 10.02. Subleasing: Any sublease to a for profit commercial venture is prohibited.

ARTICLE XI.
INGRESS AND EGRESS

Section 11.01. LESSOR further reserves the right to itself and its assigns to enter upon the Property for the purpose of constructing, maintaining, and repairing any right-of-ways and easements which may be placed or constructed or any utilities which exist or may be constructed in the future.

ARTICLE XII.
DEFAULT

Section 12.01. 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 therefor 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 XIII.
OWNERSHIP OF IMPROVEMENTS ON TERMINATION OF LEASE

Section 13.01. Ownership: On termination of this Lease for any cause or upon the natural expiration of this Lease, LESSOR shall become the owner of any improvements on the Property not removed by LESSEE within six (6) months from the date of termination of this Lease.

ARTICLE XIV.
LESSEE'S OPTION TO TERMINATE LEASE

Section 14.01. Option: LESSEE shall have the right, by notice to LESSOR given at least one hundred twenty days (120) prior to the surrender effective date, to terminate this Lease and surrender its leasehold interest hereunder to LESSOR.

ARTICLE 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 non-permanent improvements placed on the property by LESSEE, provided, however, that LESSOR shall have the option of waiving this requirement as to any and all improvements LESSOR desires to remain in place.

ARTICLE XVI.
ABANDONMENT

16.01 In the event the LESSEE abandons the parcels of land herein leased at any time during the term of this Lease, the Lease shall immediately terminate without further notice.

ARTICLE XVII.
MISCELLANEOUS PROVISIONS

Section 17.01. Waiver: 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 therefor 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 17.02. Inspection: 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 noncompliance by LESSEE of the terms, covenants and conditions of this Lease to be kept upon its part.

Section 17.03. Miscellaneous Costs: LESSEE agrees to pay for all labor and material in connection with the construction of any building or improvements, social security and old age benefits, Nevada Industrial Insurance 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 17.04. Notices: 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:

Elko Chamber of Commerce
1405 Idaho Street
Elko, Nevada 89801

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

Section 17.05. Binding Effect: 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 LESSOR and LESSEE without specific mention of successors or assigns.

Section 17.06. Time of Essence: Time is of the essence of this Lease and all of its provisions.

Section 17.07. Attorney Fees: In the event of litigation, the prevailing party shall recover reasonable attorney's fees and expenses, together with costs of suit.

Section 17.08. Captions: 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 paragraph to which they refer.

Section 17.09. Title Enjoyment: LESSOR covenants that LESSOR is the owner of the within described Property in fee simple and has full right to make this Lease.

Section 17.10. Quiet Enjoyment: LESSEE shall have the quiet and peaceable possession of the Property during the term hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

LESSOR:
THE CITY OF ELKO

By: Michael J. Franzoia
MICHAEL J. FRANZOIA, Mayor

LESSEE:
ELKO CHAMBER OF COMMERCE a
Nevada corporation

By: Mark Smith
_____, President

ATTEST:

Shanell Owen
SHANELL OWEN, City Clerk

ATTEST:

John Thompson
Secretary

EXHIBIT "B"
ENVIRONMENTAL INDEMNITY AGREEMENT

THIS ENVIRONMENTAL INDEMNITY AGREEMENT, hereinafter "Indemnity," dated this ___ day of October, 2008, is made by **ELKO CHAMBER OF COMMERCE**, a Nevada corporation, hereinafter "LESSEE," in favor of **THE CITY OF ELKO**, a municipal corporation organized and existing under the laws of the State of Nevada hereinafter "LESSOR," and is executed in connection with that certain Lease Agreement of even date herewith between LESSEE and LESSOR (said Agreement, as it may from time-to-time be supplemented, modified and amended, is referred to in this Indemnity as the "Lease").

Subject to the terms and conditions set forth in the Lease, LESSOR has agreed to lease to LESSEE certain premises located on City property hereinafter referred to as "the property." As a condition of the Lease, LESSEE is required to execute and deliver to the LESSOR this Indemnity.

To induce LESSOR to enter into the Lease and for other valuable consideration, the LESSEE represents, warrants and agrees as follows:

1. Definitions. As used in this Indemnity, the following terms shall have the following meanings:

"Environmental Activity" means any use, storage, treatment, disposal, release, threatened release, emission, discharge, generation, processing, abatement, removal or disposition of any Hazardous Materials from, under, into or on the property or any handling, transportation or treatment of Hazardous Materials arranged by or on behalf of the LESSEE relating to the property.

"Environmental Law" means any federal, state or local statute, code, ordinance, rule, regulation, permit, consent, approval, license, judgment, order, writ, decree, injunction or other authorization, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Resource and Conservation and Recovery Act, as amended (42 U.S.C. Section 6921, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Clean Water Act, as amended (33 U.S.C. Sections 1251, et seq.), and any comparable or related enactments under the laws of the State of Nevada, and any requirement to register, provide secondary containment or release detection for and/or remediate releases from underground storage tanks, or any other existing or future statute, code, ordinance, rule, regulation, permit, consent, approval, license, judgment, order, writ, decree, injunction or

authorization relating to emissions, discharges, releases or threatened releases of pollutants, contaminants or hazardous or toxic materials or wastes into ambient air, surface water, ground water, publicly owned treatment works, septic system or land, or otherwise relating to the pollution or protection of health or environment.

"Hazardous Materials" means any substance, material or waste which is now or hereafter regulated by any federal, state or local governmental or quasi-governmental authority, and includes, without being limited to, (a) any substance, material or waste defined, used or listed as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," "toxic substance" or other similar or related terms as defined, used or listed in any Environmental Law; (b) any petroleum products, asbestos, polychlorinated biphenyls, flammable explosives or radioactive materials; (c) any additional substances or materials which are now or hereafter hazardous or toxic substances under any Environmental Law relating to the property; and, (d) any additional substances or materials which are hereafter incorporated in or added to the definition of "hazardous substance" for purposes of any Environmental Law.

"Indemnitee" means LESSOR and its agents, attorneys, employees, successors, contract purchasers and assigns.

"Termination Date" means the date of termination of the Lease whether by expiration of its term, action of the parties, operation of law, or otherwise.

"Use" means use, ownership, development, construction, maintenance, management, operation or occupancy.

2. Indemnity by the LESSEE. The LESSEE shall indemnify, defend, save and hold harmless each indemnitee from and against any and all actual and potential losses, liabilities, damages, costs and expenses (including the reasonable fees and disbursements of such indemnitee's legal counsel) suffered or incurred by any indemnitee as a result of: (a) the occurrence or alleged occurrence, prior to the termination date, of any environmental activity or any failure of the LESSEE or any other person acting under LESSEE's direction, authority or control to comply with all environmental law or laws applicable to any environmental activity relating to the property or the use of the property; (b) any investigation, inquiry, order, hearing, action or other proceeding by or before any governmental agency in connection with any environmental law occurring or allegedly occurring prior to the termination date; or (c) any claim, demand, suit or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any indemnitee before or after the termination date which directly or indirectly relates to, arises from or is based on any of the matters described in clauses (a) or (b) of this Section 2 or any allegation of any such matters.

3. Costs and Expenses. The LESSEE shall pay to each indemnitee all costs and expenses (including the reasonable fees and disbursements of the indemnitee's legal counsel and consultants and the reasonable charges of the indemnitee's internal legal counsel) incurred by any indemnitee in connection with this Indemnity or the enforcement of the terms of this Indemnity.

4. Survival of Indemnity. (a) The LESSEE's obligations under Sections 2 and 3 of this Indemnity (the "Indemnity Obligations") shall survive the termination date and any transfer of the LESSEE's leasehold interest until such time as any claim described in Section 2 hereof shall be barred by the applicable statute of limitations.

5. Liability of LESSEE. The liability and obligations of the LESSEE pursuant to this Indemnity shall be joint and several.

6. Representations and Warranties. LESSEE hereby represents and warrants as follows that:

(i) they have full power and authority to execute and deliver this Indemnity and consummate the transactions contemplated hereby; and,

(ii) the execution and delivery of this Indemnity and the consummation and performance by them of the transactions contemplated hereby: (A) have been duly authorized by all actions required under the terms and provisions of the instruments governing its existence, the laws of the jurisdiction of its formation and the laws of the State of Nevada; (B) create legal, valid and binding obligations of them enforceable in accordance with the terms hereof; (C) do not require the approval or consent of any governmental authority having jurisdiction over it or its property except those already obtained; and, (D) do not and will not (1) constitute a violation of, or default under, its governing instruments, any law agreement, commitment or instruments to which it is a party or by which any of its assets are bound, nor (2) create or cause to be created any mortgage, deed of trust, lien, encumbrance or charge against its assets.

7. Affirmative and Negative Covenants.

(i) LESSEE shall be responsible for compliance with all environmental law of any and all jurisdictions in which the property is located. LESSEE shall comply with and shall ensure compliance by any permitted sublessees and occupants with all applicable Federal, state and local laws, ordinances, rules and regulations with respect to Hazardous Materials, and shall keep the property free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. In the event that LESSEE receives any notice or advice from any governmental agency, any sublessee

or occupant with regard to Hazardous Materials on, from or affecting the property, LESSEE shall immediately notify the LESSOR. LESSEE shall conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and/or remove all Hazardous Materials on, from or affecting the property in accordance with and to the extent required by all applicable Federal, state and local laws, ordinances, rules, regulations and policies and to the reasonable satisfaction of the LESSOR. In the event that LESSEE does not expeditiously proceed with any compliance required under any environmental law, the LESSOR, immediately after notice to LESSEE, may elect to undertake such compliance. Any monies expended by the LESSOR in efforts to comply with any environmental law (including the costs of hiring consultants, undertaking sampling and testing, performing any clean-up necessary or useful in the compliance process and attorney's fees and disbursements) will be reimbursed by LESSEE to the LESSOR on demand, and will bear interest until paid in full at the maximum rate then permitted by law.

8. Governing Law. This Indemnity shall be governed by, and construed and interpreted in accordance with, the laws of the State of Nevada without giving effect to the principles of conflicts of laws.

LESSEE:

ELKO CHAMBER OF COMMERCE,
a Nevada corporation

By: Mark Sand

Period of time in excess of 90 days up to 1 year going door to door the sum of \$690.00 for each business.

SPECIAL EVENTS (Section 4-1-16 of this Code):

License fee for vendors on private property shall be computed as follows:

\$6.00 times the number of days of the event, times the total number of vendors having a space or booth, who would have been required (but for the Special Events License Ordinance) to obtain a business license. No fee shall be charged for a business that holds an Elko City Business License for a business that is physically located in the City limits. No fee shall be charged for a nonprofit organization.

License fee for vendors on public property shall be computed as follows:

\$34.50 per vendor per event. No fee shall be charged for a business that holds an Elko City Business License for a business that is physically located in the City limits. No fee shall be charged for a nonprofit organization.

AUCTION; AUCTIONEER LICENSE (Section 4-1-17 of this Code):

\$138.00 per day

BANKS, SAVINGS AND LOAN ASSOCIATIONS AND OTHER BANKING BUSINESS LICENSE AND REGULATIONS (Sections 4-1-18 of this Code):

Every person, entity of corporation engaged in the business of banking or savings and loan association as defined in Section 4-1-18 of this Code shall pay for and obtain annual license fee rate as follows:

The license fee is \$55.20 per million dollars of total average deposits or fraction thereof with a minimum of \$55.20 per bank or branch per year.

A tabulation setting forth total deposits in the bank, association or branch on the last day of each of the previous four (4) calendar year quarters must be submitted along with fee.

TRAVELING SHOWS (Section 4-1-19 of this Code):

For each traveling show as defined in Section 4-1-2 of this Code the license fee shall be as follows: \$138.00 per day

UTILITY COMPANIES:

The fee for all utilities as defined in Section 4-1-21 of this Code shall be as follows:

Gross Receipts of:

Initial Fee for new License	to		
\$ 0.00		\$200,000.00	\$1,200.00 + \$25.00 Processing Fee
200,000.01	to	300,000.00	1,725.50
300,000.01	to	400,000.00	3,450.00
400,000.01	to	500,000.00	3,630.00
Over		500,000.00	4,200.00

4-1-16: VENDOR PERMIT:

- A. **Application:** Every organizer/sponsor of an event, program or show at which the public is invited and vendors are present must apply for an event vendor business permit through the city clerk's office.
- B. **Multiple Organizers/Sponsors:** The city clerk shall determine if there is more than one primary organizer/sponsor of any event, program or show and shall require each primary organizer/sponsor to apply for an event vendor business permit and, upon approval of the application, pay the appropriate license fee.
- C. **Issuance:** The city clerk shall issue an event vendor business permit to the organizer/sponsor upon approval of the application only after the following criteria have been met:
1. No event vendor business permit shall be issued for any event to be held on city owned property, including public rights of way, unless approved by the city council pursuant to section 8-11-2 of this code.
 2. An event vendor business permit will be issued only after the organizer/sponsor has provided a list of vendors to the city clerk's office.
- D. **Additional Licensing:** All vendors listed as part of the event vendors business permit shall not be required to obtain any license under this chapter for said vendor's activities at the event, show or program. This does not apply to those businesses within the city who normally conduct peddling operations or sales as a normal or seasonal part of their business.
- E. **Recognition Of Authority:** The city recognizes that the organizer/sponsor of any event, show or program has all control and authority over the decision to allow or refuse participation by any individual vendor.
- F. **Business License Fee:** Each organizer/sponsor of an event, show or program upon issuance of an event vendor business permit shall pay a license fee as established by a resolution of the city council. The license fee shall be based on the number of vendors at the event.
- G. **Transferability:** An event vendor business permit is nontransferable.
- H. **Investigation:** The city clerk reserves the right to require a police investigation if it appears that the applicant has failed to truthfully provide all information required or that the holding of the proposed

special event is in violation of any ordinance or law of the city, state or federal government. (Ord. 592, 12-10-2002)

**Elko City Council
Agenda Action Sheet**

1. Title: **Second reading, public hearing, and possible adoption of Ordinance No. 828, an ordinance amending Title 4, Chapter 6, entitled "Room Tax", and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 8, 2018**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **At its April 24, 2018 meeting, Council held first reading of Ordinance No. 828. All transient lodging facilities have been mailed a copy of Ordinance No. 828. 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 second reading, public hearing, and adopt Ordinance No. 828.**
10. Prepared By: **Shanell Owen, City Clerk**
11. Committee/Other Agency Review: **Special Counsel, Lodging Committee**
12. Council Action:
13. Agenda Distribution:

CITY OF ELKO

ORDINANCE NO. 828

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 **compensation, the act of using or occupying any portion of a transient lodging rental business in exchange for compensation, or the compensation paid for such use or occupancy. 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 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. Transient Lodging Rental Business: 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 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”.

~~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 transient lodging tax, by each licensee in exchange for transient lodging rentals, shall be paid as a tax on transient lodging. 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	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.~~

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. The transient lodging is directly reserved and paid for by a federal, state or local governmental entity, to include a school district; provided, a Governmental Agency Exemption Claim Form must be completed and retained in accordance with the retention standards set forth in 4-6-11 (B); or
- 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 and shall submit the payment with a completed form supplied by the City entitled "Operator's Transient Lodging Tax Return." Payment of the transient lodging tax shall become delinquent at 5:00 p.m. on the fifteenth day of the month, on the sixteenth day of the month. Such tax becomes payable to the city clerk by the licensee pursuant hereto. All electronic payments must be transmitted and received by the 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 ~~convention and visitors authority~~ **Convention and Visitors Authority** transient lodging tax fund in the amount of two and three-eighths percent ($2\frac{3}{8}\%$) shall be paid to the Elko ~~convention and visitors authority~~ **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 ($\frac{3}{8}$) 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 ($\frac{5}{8}$) 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 ($1\frac{3}{4}\%$) 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. Audits will cover a three (3) year period. The audit will be conducted at no expense to the licensee.

- A. Required Records. 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. Total daily gross room receipts.
 3. Total amount of transient lodging tax collected.
 4. Number of rooms, spaces or other accommodations provided for no compensation.
 5. Contract, lease, Transient Occupancy Tax 28-Day Exemption Forms or rental agreement.
 6. Government Agency Exemption Claim Forms.
 7. Any and all documentation used to complete the Operator's Transient Lodging Tax Return, to include all documents that support the calculations shown on the Return.

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. Retention of Records. 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. 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.

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.

Auditors may make copies of all original records reviewed in the course of conducting 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.

Failure of a licensee to retain or refusal of a licensee to furnish any such records 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. Notice of Audit Determination. Following the completion of an audit pursuant to this Section, the City will provide a written determination of the audit results to the licensee. The foregoing notice may be served personally, by certified mail, and/or e-mail.

F. Time Limitation. If the city clerk assesses an additional amount for underpayment or nonpayment of transient lodging tax, the licensee has thirty (30) calendar days in which to pay the assessed amount and/or file a written notice appeal of the findings with the city clerk.

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 **5:00 p.m. on** the fifteenth day of the month in which it becomes due, or if such day falls on a Saturday, Sunday or legal holiday, **by 5:00 p.m.** 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. **If payment of the transient lodging tax is not received within sixty (60) calendar days 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 268.095, 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 City may terminate, suspend or revoke the transient lodging rental business's Business 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 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~~ of Tourism ~~On~~ on Transient Lodging Tax Fund:

1. Three-eighths ($\frac{3}{8}$) 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 ($\frac{5}{8}$) 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. F. Marketing/Tourism Promotion ~~On~~ 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~~ **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~~ **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~~ **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.

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

4-6-15 FORMS, AND 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 ____ day of _____, 2018, by the following vote of the Elko City Council.

VOTE:

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAIN: _____

APPROVED this ____ day of _____, 2018.

CITY OF ELKO

By: _____
CHRIS JOHNSON, Mayor

ATTEST:

SHANELL OWEN, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Second reading, public hearing, and possible adoption of Ordinance No. 830, an ordinance increasing the corporate limits of the City of Elko, Nevada, pursuant to the provisions of N.R.S. 268.670 annexing thereto a certain tract of land partially contiguous to and not embraced within the present limits of the City of Elko described as follows: a parcel of land located southwest of the intersection of P and H Drive and West Idaho Street in Section 30, T. 34 N., R. 55 E., MDM, Elko County, Nevada, consisting of 32.74 acres, filed by Legend Engineering on behalf of Ed and Sharon Netherton and JoyGlobal Surface Mining Inc. and processed as Annexation No. 1-18, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 8, 2018**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **Council accepted the petition for the subject annexation on March 27, 2018, and directed Staff to continue with the annexation process by referring the matter to the Planning Commission. The Planning Commission considered the annexation on April 3, 2018, and took action to forward a recommendation of approval with findings back to the Council. Council held First Reading of the ordinance on April 24, 2018. CL**
6. **Budget Information:**
 - Appropriation Required: **N/A**
 - Budget amount available: **N/A**
 - Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Ordinance, P.C. Action Report, Staff reports and application**
9. Recommended Motion: **Conduct Second Reading and adopt Ordinance No. 830**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission, Elko County**
12. Council Action:

Agenda Item VII.B.

13. Agenda Distribution: **Ed and Sharon Netherton**
1072 Kahaapo Loop
Kihei, HI 96753
Email: ednetherton@gmail.com
- Legend Engineering**
Lonny Reed
52 West 100 North
Heber City, UT 84032
lonny@legendengineering.com

JoyGlobal Surface Mining Inc.
4450 P&H Drive
Elko, NV 89801
Robert.richens@mining.komatsu

**CITY OF ELKO
ORDINANCE NO. 830**

AN ORDINANCE INCREASING THE CORPORATE LIMITS OF THE CITY OF ELKO, NEVADA, PURSUANT TO THE PROVISIONS OF NRS 268.670 ANNEXING THERETO A CERTAIN TRACT OF LAND CONTIGUOUS TO AND NOT EMBRACED WITHIN THE PRESENT LIMITS OF THE CITY OF ELKO, DESCRIBED AS FOLLOWS: A PARCEL OF LAND LOCATED IN THE NORTHWEST ¼ CORNER OF SECTION 30, T. 34 N., R. 55 E., M.D.B. & M., ELKO COUNTY, NEVADA, CONSISTING OF 32.74 ACRES, MORE OR LESS.

WHEREAS, Harnischfeger Corporation is the owner of 75% and Ed and Sharon Netherton are the owners of 25% of the property to be annexed;

WHEREAS, one hundred percent (100%) of the aforementioned owners of record of parcels of land within such area have petitioned the Elko City Council to annex such area into the City of Elko; and

WHEREAS, not less than fifteen percent (15%) of the total boundary of the property is coterminous with the boundary of the City of Elko and the property is not embraced within the present limits of the City of Elko; and

WHEREAS, the Elko City Council desires to annex the property, pursuant to the terms of N.R.S. 268.670, after notifying the Board of Commissioners of Elko County of its intent to annex such area to the City of Elko; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ELKO DOES ORDAIN:

SECTION 1: The Elko City Council has determined that the territory described above to be annexed has not less than fifteen percent (15%) of the total boundary of the property coterminous with the boundary of the City of Elko and the property is not embraced within the present limits of the City of Elko; and the Elko City Council has jurisdiction to annex the property into the City of Elko.

SECTION 2: The corporate limits of the City limits of the City of Elko are extended and increased to include and embrace within the corporate limits of the City of Elko the territory located generally southwest of the intersection of West Idaho Street and P&H Drive, and legally described in Exhibit "A" attached hereto, and such territory is hereby annexed and declared to be a part of the City of Elko.

SECTION 3: The map and plat attached to this ordinance as Exhibit "B" are an accurate map and plat of the territory annexed; and the map and plat show the legal boundaries thereof, together with all existing easements, streets, alleys and rights-of-ways.

SECTION 4: The conditions for annexation and development are set forth in the ordinance as Exhibit "C;" failure of the applicant to satisfy these conditions may, at the

discretion of the City of Elko and in addition to any remedies at law or in equity, result in the detachment of the annexed area from the City of Elko.

SECTION 5: The Mayor of the City of Elko is hereby authorized and directed to certify that the map is an accurate map of the territory annexed under the provisions of this ordinance.

SECTION 6: This ordinance, with a copy of the legal description, official map and plat and conditions for development attached hereto, shall be recorded in the office of the Elko County Recorder, Elko County, Nevada.

SECTION 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict.

SECTION 8: 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 or provision shall not affect any remaining provisions of this ordinance.

SECTION 9: 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 printed and published in the City of Elko, for at least one publication.

SECTION 10: This ordinance shall be effective upon the publication mentioned in Section 8.

PASSED AND ADOPTED this ___th day of _____, 2018 by the following vote of the City Council.

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED this ___th day of _____, 2018.

CITY OF ELKO

BY: _____
CHRIS J. JOHNSON, MAYOR

ATTEST:

SHANELL OWEN, CITY CLERK

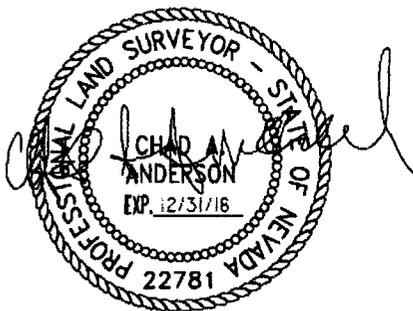
Exhibit A

ELKO ANNEXATION DESCRIPTION

BEGINNING AT THE FOUND NORTHWEST CORNER OF SECTION 30, TOWNSHIP 34 NORTH, RANGE 55 EAST, MOUNT DIABLO BASE AND MERIDIAN, BASIS OF BEARINGS BEING SOUTH 01°02'00" WEST MEASURED BETWEEN SAID NORTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION; AND RUNNING THENCE ALONG THE CURRENT ELKO CITY BOUNDARY THE FOLLOWING NINE (9) BEARINGS AND DISTANCES, (1) NORTH 89°58'16" EAST 446.33 FEET; (2) THENCE SOUTH 00°01'36" EAST 255.00 FEET; (3) THENCE NORTH 89°58'22" EAST 482.63 FEET; (4) THENCE SOUTH 00°01'38" EAST 53.00 FEET; (5) THENCE NORTH 89°58'22" EAST 219.40 FEET; (6) THENCE SOUTH 57°57'49" EAST 40.00 FEET; (7) THENCE NORTH 32°02'04" EAST 234.84 FEET; (8) THENCE ALONG THE ARC OF A 1160.00 FOOT RADIUS CURVE TO THE LEFT 171.94 FEET (CHORD BEARS SOUTH 62°13'10" EAST 171.78 FEET); (9) THENCE SOUTH 01°19'23" WEST 230.20 FEET; THENCE LEAVING SAID ELKO CITY BOUNDARY SOUTH 32°02'04" WEST 796.12 FEET; THENCE SOUTH 89°58'22" WEST 98.20 FEET; THENCE SOUTH 20°44'31" WEST 223.89 FEET TO THE CURRENT ELKO CITY BOUNDARY; THENCE NORTH 89°59'20" WEST 877.75 FEET ALONG THE CURRENT ELKO CITY BOUNDARY; THENCE NORTH 01°02'00" EAST 1323.99 FEET TO THE POINT OF BEGINNING.

AREA = 32.74 ACRES

Prepared by Chad A Anderson P.L.S.



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APR 18 2018

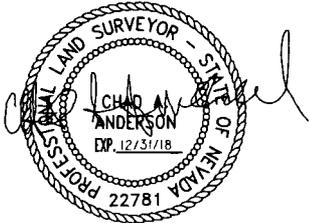
Exhibit B



SURVEYOR'S CERTIFICATE

I, CHAD ALLEN ANDERSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 22781, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF NEVADA. I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE HEREON DESCRIBED PARCEL AND THAT THIS ANNEXATION PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY AS IT RELATES TO THE CURRENT CITY BOUNDARY.

Chad A. Anderson
 CHAD A. ANDERSON DATE 03/05/18



ANNEXATION DETAILS

PROPOSED ACREAGE TO BE ANNEXED = 32.74 ACRES

LENGTH OF COMMON BOUNDARY WITH THE CORPORATE LIMITS OF THE CITY = 3,011 FEET

PERCENTAGE OF COMMON BOUNDARY WITH THE CORPORATE LIMITS OF THE CITY = 55%

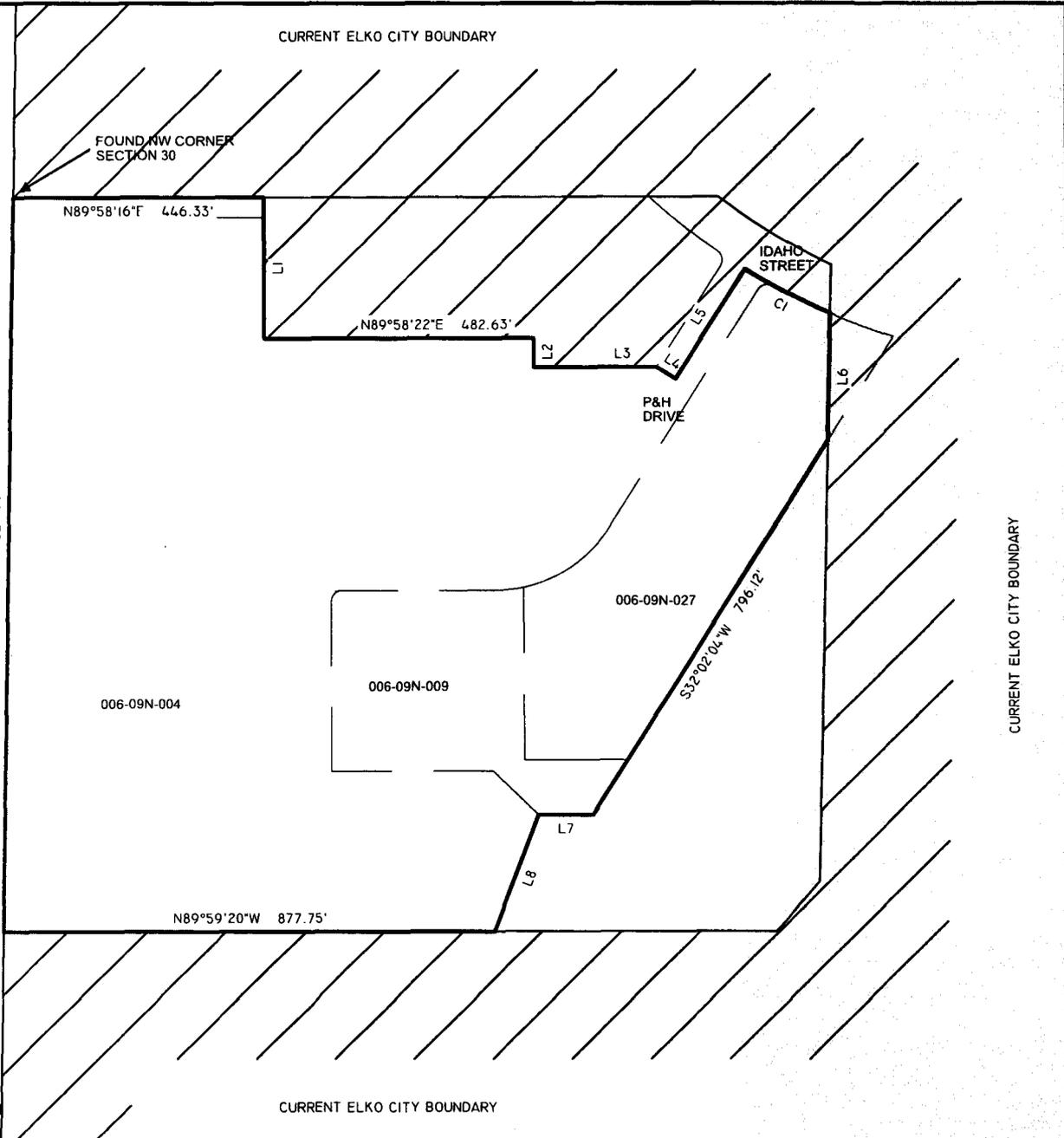
LINE TABLE		
L/LINE	LENGTH	DIRECTION
L1	255.00'	S00°01'36"E
L2	53.00'	S00°01'38"E
L3	219.40'	N89°58'22"E
L4	40.00'	S57°57'49"E
L5	234.84'	N32°02'04"E
L6	230.20'	S01°19'23"W
L7	98.20'	S89°58'22"W
L8	223.89'	S20°44'31"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	TANGENT
C1	171.94'	1160.00'	8°29'33"	171.78'	S62°13'10"E	86.13'



RECEIVED

APR 18 2018



VELEMENT

LAND SURVEYING

WWW.VELEMENTSURVEYING.COM 288 SOUTH 4TH EAST PLEASANT VALLEY, UT 84062
 TEL: 435-483-7200 FAX: 435-483-7201

ANNEXATION PLAT

ELKO COUNTY
 LOCATED IN THE NW QUARTER OF SEC 30,
 T31N. R55E. F04R04

PROJECT NO. 17-12-274
 SHEET 1 OF 1

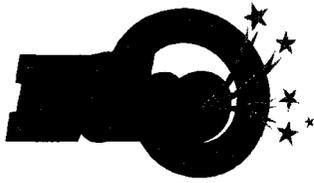
CITY OF ELKO
CONDITIONS APPLICABLE TO ORDINANCE NO. 830
JOYGLOBAL SURFACE MINING INC., ED & SHARON NETHERTON
ANNEXATION
Exhibit "C"

Development Department:

1. The property owners shall receive approval for a zone designation for the property to be consistent with the Land Use designation in the City of Elko Master Plan.

Utility Department:

1. Joy Global Surface Mining shall extend the water main on P&H Drive the full frontage of the APN 006-09N-004 (Joy), 007 & 009 (Netherton), and make a point of connection in West Idaho Street. Water service (potable and fire protection) shall be extended within 180 days of annexation of the properties and the existing facility shall be connected to the City water system at that time; or, the water main shall be extended in conjunction with development of a new facility provided that Joy Global Surface Mining has applied for and received a Building Permit from the City and is actively engaged in constructing the new facility within the stipulated 180 days. Extension of water service and connection to the City water system may be extended by the length of time required for development of a new facility and will be required to obtain a Certificate of Occupancy for a new facility.
2. Joy Global Surface Mining shall file applications with Nevada Division of Water Resources to transfer all City water rights back to the City as stipulated in its agreement with the City dated November 1, 2013. The total water rights stipulated in the agreement is 58-acre feet. The same point of diversion shall be listed on the application. The application to transfer the water rights shall be filed no later than 60 days after extension of the water main in P & H drive and connection to either the existing facility or a newly developed facility.
3. The existing well shall be dedicated to the City of Elko no later than 90 days after the water rights have been transferred to the City. An easement shall be granted to the City of Elko to include access to the well, the wellsite including a 20' perimeter outside of the well house, and Joy Global Surface Mining shall also grant to the City of Elko a 20' wide utility easement westerly to the westerly property boundary at the time of well dedication.
4. Joy Global Surface Mining shall extend dry sewer mains at the time of new facility development or expansion of the existing use.
5. The City shall not be responsible for operation of the existing water supply system pending the extension of water service by Joy Global Surface Mining as stipulated in Item 1.
6. Cross connections between the existing water system and the City's water system will not be allowed. All points of cross connection are to be properly abandoned under City approval.



CITY OF ELKO

Planning Department

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

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

CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of April 3, 2018

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on April 3, 2018 per City Code Section 3-2-4 C.:

Annexation No. 1-18 filed 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.

WHEREAS, the Planning Commission, upon review and consideration of the application and supporting data, public input and testimony, forward a recommendation to City Council to adopt an ordinance which conditionally approves Annexation No. 1-18 subject to the conditions listed in the City of Elko Staff Report dated March 19, 2018 listed as follows:

Development Department:

1. The property owners shall receive approval for a zone designation for the property to be consistent with the Land Use designation in the City of Elko Master Plan.

Utility Department:

1. Joy Global Surface Mining shall extend the water main on P&H Drive the full frontage of the APN 006-09N-004 (Joy), 007 & 009 (Netherton), and make a point of connection in West Idaho Street. Water service (potable and fire protection) shall be extended within 180 days of annexation of the properties and the existing facility shall be connected to the City water system at that time; or, the water main shall be extended in conjunction with development of a new facility provided that Joy Global Surface Mining has applied for and received a Building Permit from the City and is actively engaged in constructing the new facility within the stipulated 180 days. Extension of water service and connection to the City water system may be extended by the length of time required for development of a new facility and will be required to obtain a Certificate of Occupancy for a new facility.
2. Joy Global Surface Mining shall file applications with Nevada Division of Water Resources to transfer all City water rights back to the City as stipulated in its agreement with the City dated November 1, 2013. The total water rights stipulated in the agreement is 58 acre feet. The same point of diversion shall be listed on the application. The application to transfer the water rights shall be filed no later than 60 days after extension of the water main in P & H drive and connection to either the existing facility or a newly developed facility.

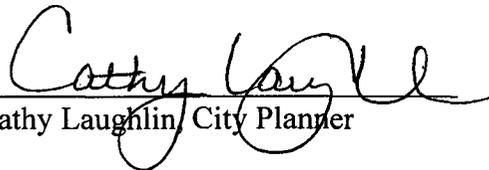
3. The existing well shall be dedicated to the City of Elko no later than 90 days after the water rights have been transferred to the City. An easement shall be granted to the City of Elko to include access to the well, the wellsite including a 20' perimeter outside of the well house, and also a 20' wide utility easement westerly to the westerly property boundary at the time of well dedication.
4. Joy Global Surface Mining shall extend dry sewer mains at the time of new facility development or expansion of the existing use.
5. The City shall not be responsible for operation of the existing water supply system pending the extension of water service by Joy Global Surface Mining as stipulated in Item 1.
6. Cross connections between the existing water system and the City's water system will not be allowed. All points of cross connection are to be properly abandoned under City approval.

Engineering Department:

1. Revisions to legal description to be completed prior to Council Approval:
 - a. Description beings at the northwest corner, not ¼ corner.
 - b. State a basis of bearings on the description.
 - c. The description should state who prepared it, and if it is by a licensed surveyor, it must be stamped and signed.
2. Revisions to map to be complete prior to Council approval:
 - a. Show the location of the northwest corner of Section 30 as stated in the description.
 - b. Label the parcels by APN, and the streets by name.

The Planning Commission's findings to support its recommendation are the petitioner is not requesting an amendment to the Land Use Component of the Master Plan. The existing land use of one of the properties is consistent with the Master Plan. The remaining properties are vacant. The annexation and subsequent zone classification of the properties must conform to the Master Plan. The proposed annexation and existing land uses are compatible with the Transportation Component of the Master Plan. The proposed annexation is consistent with the goals, objectives and supports long range planning as outlined in the Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure, and Annexation Potential Report dated November 2012. The proposed annexation is in conformance with the City's Airport Master Plan. In conformance with NRS 268.636(1) the property owners have submitted a map showing a boundary contiguous to the City of approximately 35%. In conformance with NRS 268.646(2), inclusive, it has been determined that the proposed annexation satisfies considerations and/or concerns identified as minimum factors for consideration under. In conformance with NRS 268.646(3), it has been determined that the proposed annexation will not have any long-term adverse impacts on adjacent areas nor will the proposed annexation and development of the property have an adverse influence on the local government structure of the County or the City. In conformance with NRS 268.646(4), it has been determined that the proposed annexation will not place a burden of the availability of water, the requirement for water or have a negative impact on other natural resources in the area. In addition, the City will receive 58 acre feet of water rights upon annexation of the properties. In conformance with NRS 268.646(5), it has been determined that the area proposed for annexation does not fall under the jurisdiction of the Bureau of Land Management. In conformance with NRS 268.646(6), it has been determined that the City of Elko is not required, nor does it have an

annexation program adopted and certified pursuant to NRS 268.625. The proposed annexation is consistent with the Land Use Component of the Master Plan and the adopted Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure, and Annexation Potential Report dated November 2012. In conformance with NRS 268.663(3), although not required, it has been determined that all portions of County Roads that provide primary access to the area have been or will be annexed into the City and will become City Streets. The annexation application identifies the zoning classification as Light Industrial District. At this time, a zone application has not been filed in conjunction with the annexation petition. Future zone designation must conform with Section 3-2-4 of City Code. The proposed annexation is in conformance with the City's Wellhead Protection Plan. Annexation of the property provides an immediate accrual to the tax base for the City. Annexation of the property provides an opportunity for expanded Light Industrial Uses. The area proposed for annexation is not localized or isolated. Other, required, utilities will be installed at developer expense to facilitate development of the properties. The topography of the area is well suited for the proposed light industrial land uses. Expanded Uses on the properties will result in a positive economic impact to the community.


Cathy Laughlin, City Planner

Attest:


Shelby Archuleta, Planning Technician

CC: Applicant
Jeremy Draper, Development Manager (via email)
Shanell Owen, City Clerk
Ryan Limberg, Utility Director
Bob Thibault, Civil Engineer

RECEIVED

FEB 22 2018

CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801
(775) 777-7160 * (775) 777-7119 fax

APPLICATION FOR ANNEXATION

The applicant (100% of all property owners) hereby petitions the Elko City Council to annex to the City of Elko certain real property by ordinance, to be adopted pursuant to NRS 268.670. Said property petitioned for annexation is legally described as follows: (Attach if necessary)
Attached to the end of this document.

ASSESSOR PARCEL NUMBER (S): 00609N004, 00609N009, 00609N007
(This is not the legal description)

PROPERTY OWNERS: (Attach additional pages if necessary)

Ed & Sharon Netherton (406) 295-5556
(Print Name) Signature Telephone Number

34 Camp Creek Rd. Troy, MT 59935-9694
1072 Kahaapo Loop, Kihei, HI 96753 Mailing Address #1 96753 775-934-8317

JoyGlobal Surface Mining Inc. (775) 748-4650
(Print Name) Signature Telephone Number

4450 P&H Drive Elko, NV 89801

Mailing Address

(Print Name) Signature Telephone Number

Mailing Address

FILING REQUIREMENTS:

Complete Application Form: In order to begin processing the application, an application form must be complete and signed. Applications go before the City Council, Planning Commission, and back to City Council twice, and will take a minimum of 8 weeks.

Fee: 10 acres or less \$500.00, greater than 10 acres through 50 acres \$750.00, greater than 50 acres \$1,250.00. The filing fee shall be paid in full prior to consideration of the annexation request by the Planning Commission.

Annexation Map: An annexation map or record of survey of the area proposed for annexation provided by a properly licensed surveyor. Such map shall include the proposed acreage to be annexed, and the length and percentage of common boundary (at least 15%) with the corporate limits of the City. If the property abuts a road not already in the City limits, at least one half of the road must be included in the map and legal description (see N.R.S. 268.663).

Legal Description: A complete legal description of all property proposed for annexation.

Plot Plan: If the property is improved, a surveyed plot plan showing property lines, existing buildings, building setbacks, parking and loading areas and any other pertinent information.

Note: One .pdf (email is okay) of the entire application must be submitted, as well as one set of legible, reproducible plans 8 1/2" x 11" in size. If the applicant feels the Commission needs to see 24" x 36" plans, 10 sets of pre-folded plans must be submitted.

Other Information: The applicant is encouraged to submit other information and documentation to support this Annexation request

1. Identify the existing zoning classification of the property: Light Industrial (LI)

2. Identify the zoning classification being requested upon annexation: Light Industrial (LI)
(A separate zone change application must be submitted for the requested classification.)

3. Explain in detail the type and nature of the use anticipated for the property.
Approximately 180,000 S.F. heavy equipment rental, repair and parts facility.

4. Identify any unique physical features or characteristics associated with the property.
The property is currently occupied by a 40,000 S.F. repair facility.

5. Identify the type and extent of City infrastructure anticipated for service to the property such as streets, sewer, and water service.

P&H drive will be improved and culinary water extended as well
as dry sewer for future connection.

6. Identify any water rights which will support the annexed property: _____

Existing well will be capped and water rights transferred to city.

(Use additional pages if necessary to address questions 3 through 6)

By My Signature below:

I consent to having the City of Elko Staff enter on my property only for the sole purpose of inspection said property as part of this application process.

I object to having the City of Elko Staff enter onto my property as a part of their review of this application. (Your objection will not affect the recommendation made by the staff or the final determination made by the City Planning Commission or the City Council.)

I acknowledge that submission of this application does not imply approval of this request by the City Planning Department, the City Planning Commission and the City Council, nor does it in and of itself guarantee issuance of any other required permits and/or licenses.

I acknowledge that this application may be tabled until a later meeting if either I or my designated representative or agent is not present at the meeting for which this application is scheduled.

I have carefully read and completed all questions contained within this application to the best of my ability.

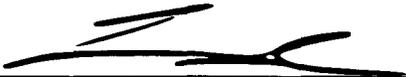
Applicant / Agent Lonny Reed
(Please print or type)

Mailing Address 52 West 100 North
Street Address or P.O. Box

Heber City, UT 84032
City, State, Zip Code

Phone Number: (435) 654-4828

Email address: lonny@legendengineering.com

SIGNATURE: 

FOR OFFICE USE ONLY

File No.: 1-18 Date Filed: 2/22/18 Fee Paid: \$1,000 CK# 7424