



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, July 14, 2020
Elko Convention Center, Turquoise Room, 700 Moren Way, Elko, Nevada, 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.elkocity.com>, the State of Nevada's Public Notice Website,

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

ELKO CITY HALL
1751 College Avenue, Elko, Nevada 89801
Date & Time Posted: **Thursday, July 9, 2020 at 8:30 a.m.**

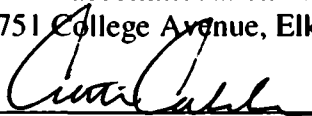
Posted by: Kim Wilkinson Administrative Assistant 

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, Nevada or on the City website at <http://www.elkocity.com>

Dated this 9th day of July, 2020

NOTICE TO PERSONS WITH DISABILITIES

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


Curtis Calder, City Manager
Elko, Nevada

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.D.T., TUESDAY, JULY 14, 2020
IN THE TURQUOISE ROOM, ELKO CONVENTION CENTER
LOCATED AT 700 MOREN WAY, ELKO, NEVADA

CALL TO ORDER

The Agenda for this meeting of the City of Elko City Council has been posted for this date and time in accordance with State of Nevada Emergency Directive 006.

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: June 23, 2020 Regular Session

I. PRESENTATIONS

- A. Reading of a proclamation in recognition of Ms. Lynette Davis's outstanding contributions to the Elko Community, and matter related thereto. **NON-ACTION ITEM – INFORMATION ONLY**
- B. Presentation by the Nevada Rural Housing Authority, and matters related thereto. **INFORMATION ITEM ONLY – NON ACTION ITEM**
- C. Presentation by Greg Walker, Executive Managing Director, Nevada Gold Mines, in support of Nevada Phase 2 Guidelines, and matters related thereto. **NON-ACTION ITEM – INFORMATION ONLY**
- D. Presentation by Dr. Bryce Putnam, Elko County Health Officer, and matters related thereto. **NON-ACTION ITEM – INFORMATION ONLY**

II. CONSENT AGENDA

- A. Review, consideration, and possible reappointment of Planning Commission members Giovanni Puccinelli and Tera Hooiman to an additional Four-Year Term, to expire July 2024, and matters related thereto. **FOR POSSIBLE ACTION**

Giovanni Puccinelli and Tera Hooiman's terms expire July 2020. Pursuant to City Code Section 3-4-1, Planning Commission members shall be eligible for reappointment, and the terms shall be four years or until his/her successor takes office. Mr. Puccinelli and Ms. Hooiman have indicated an interest to continue serving on the Planning Commission. CL

- B. Ratification of Amendment No. Three (3) to Contract Dated February 26, 2019 Between Jviation, INC and The City of Elko, Nevada, and matters related thereto. **FOR POSSIBLE ACTION**

This item is to amend the current contract between the City of Elko and Jviation. Ratification of Contract Amendment No. Three (3) will cover the fees associated with Airport Improvement project AIP 52 Cares Act, which is the creation of a Title 6 Program for the airport. The Airport is required to have a Title 6 Program per NDOT Guidelines. JF

- C. Review, consideration, and possible authorization for the creation of a force account for the construction of the Water and Water Reclamation Facility (WRF) Shop, and matters related thereto. **FOR POSSIBLE ACTION**

At the March 10, 2020 Council meeting, MGM was awarded a contract for the construction of the Water and Water Reclamation Facility (WRF) Shop. 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 Architect of Record for the project, as well as the Project Management Team will review all change orders for the City. DJ

- D. Review, consideration, and possible approval of Resolution No. 16-20, a Resolution providing for the transfer of the City's 2020 Private Activity Bond Cap to the Nevada Rural Housing Authority, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko has previously transferred its portion of the tax-exempt private activity bond cap to the Nevada Rural Housing Authority. This year the Nevada Rural Housing Authority is requesting the City's allocation of the bonds for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income. A request letter from Nevada Rural Housing Authority and Resolution No. 16-20 have been enclosed in the agenda packet for review. CC

III. PERSONNEL

- A. Review, consideration, and possible approval of an Agreement between the City of Elko, and the International Union of Operating Engineers, Local 3, July 1, 2020 – June 30, 2021, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko has concluded negotiations for FY 2020/2022. A redlined copy of the proposed Collective Bargaining Agreement has been included in the agenda packet for review. SS

Note: This portion of the meeting may be closed pursuant to NRS 288; therefore the Council may move to adjourn the meeting prior to consideration of this item.

IV. APPROPRIATIONS

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review and possible approval of Print n' Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review and possible approval of Ruby Mountain Lock & Safe Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- D. Review and possible approval of Great Basin Engineering Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- E. Review, consideration, and possible authorization for Staff purchase a Caterpillar D6 Dozer with GPS System, through Sourcewell Purchasing, from Cashman Equipment Company in the amount of \$476, 341.56, and matters related thereto. **FOR POSSIBLE ACTION**

This purchase was budgeted for and approved in the FY 2020/21 Budget. Caterpillar has a current Sourcewell Contract #032119-CAT, which is in effect through May 13, 2023, available for this unit. DS

- F. Review, consideration, and possible authorization for Staff to purchase a new engine for the Landfill Caterpillar Compactor, from Cashman Equipment Company, and matters related thereto. **FOR POSSIBLE ACTION**

This is a sole source purchase; the engine is only available from Caterpillar Equipment Company. DS

- G. Review, consideration, and possible authorization for Staff solicit bids for new scales for the City of Elko Landfill, and matters related thereto. **FOR POSSIBLE ACTION**

In 2014, the City performed a scale extension adding to a 30-year-old existing set of scales. At this time, we are seeing excessive wear on the 30-year-old scales. The scales cannot be adjusted or repaired in order to be properly calibrated to meet State requirements; therefore, the scales need to be replaced. As part of this project, we will also be replacing the computer displays, as they also need to be updated. DS

- H. Review, consideration, and possible authorization for Staff to purchase an International CV515 SFA Hooklift Flex 36 Truck, through Sourcewell Purchasing, from Rush Truck Center of Idaho in the amount of \$98,760.90, and matters related thereto. **FOR POSSIBLE ACTION**

This purchase was budgeted for and approved in the FY 2020/21 Budget. Rush Truck has a current Sourcewell Contract #081716-NV, which is effective through November 15, 2020. DJ

- I. Review, consideration, and possible action to award a bid for the Ruby View Golf Course Reuse Irrigation Ponds No. 1 & 2, and matters related thereto. **FOR POSSIBLE ACTION**

Council directed Staff to solicit bids for this project on June 9, 2020. Bids were opened on July 6, 2020. A Bid Tabulation Sheet is provided. DJ

- J. Review, consideration, and possible approval of a Professional Services Agreement with Black Dolphin Consulting, LLC for Construction Administration and Construction Quality Assurance for the Ruby View Golf Course Reuse Irrigation Ponds No. 1 & 2, and matters related thereto. **FOR POSSIBLE ACTION**

At the June 9, 2020 meeting, Council approved Staff to solicit bids for the Ruby View Golf Course Reuse Irrigation Ponds No. 1 & 2. Bids were open on 7-6-2020. Staff recommended awarding the bid to High Mark Construction on 7-14-2020. With construction time constraints for this project Staff would like to enter into a Professional Services Agreement with Black Dolphin Consulting, LLC for Construction Management and Construction Quality Assurance. DJ

- K. Review, consideration, and possible award of the bid for the City of Elko Swimming Pool Re-roofing Project, and matters related thereto. **FOR POSSIBLE ACTION**

Bids for the Swimming Pool Re-roofing Project were opened on Monday July 6, 2020. The City received a total of two bids for the project, one of which has been deemed responsive, and one being deemed unresponsive. A bid tabulation sheet has been included in the packet for Council review. JW

V. SUBDIVISIONS

- A. Review, consideration and possible approval of Final Map No. 3-20, filed by Scott Reutner Properties, LLC, for the development of a subdivision entitled Aspen Heights involving the proposed division of approximately 2.54 acres of property into 9 lots for residential development within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

Subject property is located on the south side of Celtic Way between Shadow Ridge Drive and Sunnyside Avenue (APN 001-660-011). The Planning Commission

considered this item on July 7, 2020, and took action to forward a recommendation to conditionally approve Final Map 3-20. MR

- B. Review, consideration, and possible conditional acceptance of Public Improvements for the Humboldt Hills Subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

The City Council approved Final Map 12-18 on February 12, 2019. A Performance and Maintenance Agreement was entered into on that same day.

The Developer has substantially completed the Public Improvements in accordance with the approved plans with the exception of a few outstanding items. The developer is asking for a conditional acceptance with the understanding that the remaining items will be completed by September 7, 2020. The City is in receipt of the required Certification of the project by the Engineer of Record. Upon acceptance of the Public Improvements by the Council, the Developer is required to provide maintenance security in the amount of \$201,043.00 for a 12-month maintenance period. This maintenance security has already been given to the City. MR

VI. NEW BUSINESS

- A. Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Aspen Heights subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code 3-3-21 requires the subdivider to have executed and filed an agreement between the subdivider, and the City for the required subdivision improvements, including stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in accordance with Elko City Code 3-3-22. As part of the conditions of approval for Final Map 3-20, the Planning Commission recommended that the agreement be approved by the City Council and be entered into by the developer within 30 days of the City Council's approval of the Final Map. MR

- B. Review, consideration, and possible approval of a slope easement on City of Elko property to be used for grading between the City of Elko (grantor) and Koinonia Development, LP (grantee) in association with the previously approved Mountain View Townhomes subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Due to the existing topography of the development site, the applicant's engineer is proposing off-site grading onto City of Elko-owned property (a portion of Mountain View Park). A condition of approval of the Tentative Map was that a slope easement be granted to allow for this off-site grading.

This slope easement was considered by the City Council at the April 28, 2020 and May 12, 2020 meetings. However, the final easement document contained an error

that was caught by the Engineer of Record for the project. This error has been corrected. The City Attorney has determined that a revised Grant of Easement needs to be presented to City Council for approval. MR

- C. Review, consideration, and possible approval of a Deed of Dedication to create a public utility and drainage easement on City of Elko property (Mountain View Park) associated with the development of the previously-approved Mountain View Townhomes subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

The project site is located adjacent to an existing drainage channel. The approved Tentative Map shows the onsite drainage being directed to this drainage channel via a public utility and drainage easement. A condition of approval of the Tentative Map was that a public utility and drainage easement be granted to allow for this drainage movement.

The creation of a public utility and drainage easement at this location was considered and approved by the City Council at the May 12, 2020 meeting. However, the final documents contained an error that was caught by the Engineer of Record for the project. It was further determined that a Deed of Dedication was needed instead of the previously approved easement. The initial error has been corrected and the appropriate documents completed. The City Attorney has determined that a Deed of Dedication for a public utility and drainage easement needs to be presented to the City Council for approval. MR

- D. Review, consideration, and possible action to conditionally approve Parcel Map No. 5-20, filed by City of Elko, for the division of approximately 38.086 acres into four parcels, located generally on the west side of Wright Way, with offer of dedication for Wright Way, Rocky Road and Jennings Way Rights-of-Way, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission considered this item at its July 7, 2020 meeting, and took action to forward a recommendation of conditional approval to City Council. The Parcel Map contains an offer of dedication for Right-of-Way, and it is for this reason that the map was referred to the Planning Commission, and subsequently to Council. CL

VII. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Review, consideration, and possible action regarding a petition from Ms. Brandi Davis, and other community members requesting to name Field # 3 at the Elko Sports Complex after Ms. Linda Trontel, and matters related thereto. **FOR POSSIBLE ACTION**

Community members have petitioned the Council, requesting Field #3 at the new Elko Sports Complex, be named after Ms. Linda Trontel, in recognition of her many years of dedication, and service to the Elko Community, especially relating to youth baseball, and youth softball. A copy of the City of Elko's Field Naming Policy has been included in the packet for review. JW

- B. Review, consideration, and possible action to accept a petition for the vacation of a portion of the West Fir Street Right-of-Way, consisting of an area approximately 1,500 sq. ft., filed by Real Estate Pro, LLC, and processed as Vacation No. 2-20, and matters related thereto. **FOR POSSIBLE ACTION**

The applicant is proposing to develop the six lots with single family homes would like to vacate any excess right of way. 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. Financial Services Director
- N. Parks and Recreation Director
- O. Civil Engineer
- P. Building Official

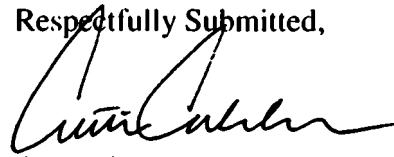
COMMENTS BY THE GENERAL PUBLIC

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

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

ADJOURNMENT

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Curtis Calder", written over the printed name.

Curtis Calder
City Manager

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

SS June 23, 2020

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, June 23, 2020. Due to the restrictions found in the State of Nevada Emergency Directive 006, the meeting was held in the Turquoise Room of the Elko Convention and Visitors Authority, 700 Moren Way, Elko.

This meeting was called to order by Mayor Reece Keener.

CALL TO ORDER

ROLL CALL

Mayor Present: Reece Keener

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

City Staff Present: Curtis Calder, City Manager
 Scott Wilkinson, Assistant City Manager
 Kelly Wooldridge, City Clerk
 Candi Quilici, Accounting Manager
 Jan Baum, Financial Services Director
 Jeff Ford, Building Official
 Dale Johnson, Utilities Director
 Bob Thibault, Civil Engineer
 James Wiley, Parks and Recreation Director
 Cathy Laughlin, City Planner
 Jim Foster, Airport Manager
 Jack Snyder, Deputy Fire Chief
 Ty Trouten, Police Chief
 Mike Palhegyi, Police Lieutenant
 Diann Byington, Recording

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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Dale Johnson, Utilities Director, spoke about a program they have started at the WRF. The wastewater is being tested for COVID-19 levels. Seven samples have been tested. All of the samples taken in May did not detect the virus. The first sample in June had a large detect of the virus but the next sample went down a little bit. The spikes in the samples seem to correlate with the number of cases in town.

V. RESOLUTIONS AND ORDINANCES

- C. Review, consideration, and possible approval of Resolution No. 12-20, a resolution declaring support of local and regional law enforcement officers, and matters related thereto. **FOR POSSIBLE ACTION**

A copy of Resolution No. 12-20 has been included in the agenda packet for review.
CC

Mayor Keener read the Resolution.

Lee Hoffman thanked Council for considering the Resolution. What is going on across our country is painful to watch. Our liberties depend upon Rule of Law. There are some individuals that are not following the Rule of Law and destroying public property. Please recognize the Resolution is not enough and we all have to support our police. We all have to believe in the Rule of Law to protect our freedoms.

Lt. Palhegyi said it means a lot to the members of the Police Department that the Mayor put this Resolution out. We are working in some very trying times. We are blessed to live and work in a community where we have support. It makes it easier to deal with all the negativity that is going on.

Jim Pond, Brooklawn Drive, Spring Creek, said as a young man he was taught by his father to respect the police. At some point, it was taught that you cannot resist. We need to support them.

Stephanie Licht, 339 Rockwood Dr., Spring Creek, said she stands strongly behind Law Enforcement and the Rule of Law. Without them, most of us would be defenseless. Some communities have neighborhood watch. She doesn't know some of her neighbors and thinks she will reach out to them to possibly start a neighborhood watch to support the Law Enforcement Officer in the area. She supports the Resolution.

Claire Morris, 3131 Midland Drive, stated he had spent nearly 40 years in law enforcement. He thinks we will start seeing a mass exodus of officers leaving law enforcement. Hopefully, we won't see this in Elko because we are already having trouble getting qualified recruits to apply for the job. There are openings in every agency in the State.

Edward Morgan, Spring Creek, thanked Council for taking this amendment and being brave enough to do it. He was in law enforcement for 35 years. The idea of not supporting Law Enforcement was unheard of when he was young. If we let this idea continue we will lose our whole country.

Chris Johnson, Woods Court, thanked Lee for sending out the email about the Resolution, and thanked Council for the Resolution. He watches the President and other officials so we stays informed straight from the source. As citizens of this country, we need to get the information from the source so we can form our own opinions because what is in the press is not reported accurately. All this chaos will be stopped by citizens that will stand up and do what is right. It was his pleasure as the former Mayor to serve and learn more of what the police officers do for the city.

Mayor Keener advised he asked for this item to be on the agenda because he felt it was very important that the Council communicate how much we support our local Law Enforcement. It is a privilege to be the liaison with the Police Department to see what they go through. We have a professional police force here.

All Councilmembers spoke in support of the local Police Department and this Resolution.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve Resolution No. 12-20, a resolution declaring support for local and regional Law Enforcement Officers.**

The motion passed unanimously. (5-0)

APPROVAL OF MINUTES: June 9, 2020 Regular Session

The minutes were approved by general consent.

I. PRESENTATIONS

- A. Reading of a proclamation in recognition of the Silver State Stampede PRCA Rodeo being held on July 10th, 11th, and 12th, 2020, and matters related thereto.
INFORMATION ONLY – NON-ACTION ITEM

Mayor Keener read the proclamation and gave a copy to Pat Laughlin.

Pat Laughlin, Silver State Stampede, said they appreciate all the help and support they get from the City and the community. They are still planning to hold the rodeo as scheduled and will continue to do so up until they get told they can't hold it. It will all depend on the Governor.

- B. Presentation by CADV Harbor House, Executive Director, Marianne McKown regarding 40 years of service to the Elko County Community, and matters related thereto. **INFORMATION ONLY – NON-ACTION ITEM**

Marianne McKown, CADV Harbor House Executive Director, gave a presentation to get the word out on how COVID-19 has effected Harbor House. Harbor House is our domestic violence shelter and we help victims of domestic violence, domestic family, dating, and sexual violence. One of their main grants is the Marriage License Grant. Every time you go to the Courthouse and apply for a marriage license, a portion of that money goes to the local domestic violence agency. In January, it was estimated that they would be getting \$3 million in the state, to all of the agencies. That money was cut by \$2 million. Now \$1 million will be distributed to all of the shelters in the state. The funds went from \$121,799 to \$40,601. The Marriage License Grant is the money that gives them the leeway to do things that can't be done with the federal grants. Federal grants are

very restrictive. The State has instituted “Say I Do, Nevada” so people can make donations directly to Harbor House. Most fundraisers have been canceled due to the pandemic.

Mayor Keener thanked her for making them aware of the budget shortfall. He hopes a safety net comes up from somewhere.

II. PERSONNEL

A. Employee Introductions:

- 1.) Ms. Lori Stidham, Animal Shelter Worker
Present and introduced.
- 2.) Mr. Justin Bradeen, Water Department Laborer
Present and introduced.
- 3.) Mr. Brett Walsh, Water Department Laborer
Present and introduced.
- 4.) Mr. William “Brad” Burham, Facilities Maintenance Technician
Present and introduced.

B. Review, consideration, and possible approval of the reorganization and realignment of City Sexton duties, including a reduction in compensation and benefits, effective, effective July 1, 2020, and matters related thereto. **FOR POSSIBLE ACTION**

The City Sexton is an Appointed Official position that was established in City Code for the primary purpose of keeping cemetery records pursuant to Nevada Revised Statutes.

Over the years, this position has been performed by various individuals, in different capacities. Currently, the position is held by Ms. Jan Petersen and duties are split between the City Sexton, Parks and Recreation Department, and the City Clerk’s Department. Under this proposal, the City Sexton will shift “transactional” duties to City Staff, and overall work hours will be reduced.

The recently adopted FY 2020/2021 Fiscal Year budget includes various cost savings from different departments. The proposed reorganization and realignment of City Sexton duties is projected to save approximately \$17,000 annually. Resolution No. 13-20 formalizes the reduction in compensation and benefits. CC

Curtis Calder, City Manager, explained this is part of our strategy to meet our goal of cutting expenses. We are proposing the salary be reduced and eliminate group health insurance. Right now the City Parks and Recreation Department and the City Clerk’s Office is well prepared to take over some additional functions of the City Sexton, but we would still like the City Sexton to participate in that process. If this is approved, we plan on coming back with a formal job description which doesn’t exist right now for the City Sexton position.

Jan Petersen, City Sexton, stated she has had this job since March of 2013. In 2018/2019, there were 33 burials, 26 additional plots were sold pre-need. She gives Cemetery Tours every year. She also works with the DAR ladies that have taken on a project of ordering headstones for the

veterans in the old veterans cemetery that do not have headstones. She asked that her salary not be reduced as deeply as proposed. She is already saving the City money by going on Medicare. That is a savings of about \$1,200 a month.

Mayor thanked Jan Petersen for all the work she does.

Mr. Calder talked about how they landed on the \$6,000 per year. We wanted to pay her enough to pay her Medicare premium and her supplemental insurance. We are not opposed to looking at some additional compensation. In order to meet our goal of cutting costs, there does need to be some significant savings. He suggested that her pay not exceed \$8,000 a year.

Councilman Stone stated that with the work she does and the time it does take, he would support paying her \$8,000. He felt that was a reasonable amount.

Mayor Keener asked what the 15 hours a week was based upon.

Ms. Petersen didn't know where the 15 hours a week came from.

Mr. Calder said regardless of what she has worked in the past, there will be a reduction in the hours because some of those duties will be taken over by City Staff. We have capacity to do it and it will be better in some cases for people to be able to access City Hall during normal business hours. She will facilitate those transactions and tell people who they need to talk to and where they need to go. We anticipate a reduction and he felt it was justified. Keep in mind that this is not a normal year. We are facing a serious reduction in revenues. We need to play this very carefully. This isn't a lot of money in the grand scheme of things but we are all sacrificing and contributing to make the budget balance.

Councilwoman Simons said she can't imagine \$8,000 being too much.

Mayor Keener called for comments from the public without a response.

**** A motion was made by Councilwoman Simons, seconded by Councilman Schmidlein, to approve the reorganization and realignment of the City Sexton duties, including a reduction in compensation to \$8,000 and reduction in benefits, effective July 1, 2020.**

The motion passed unanimously. (5-0)

III. APPROPRIATIONS

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

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

The motion passed unanimously. (5-0)

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

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the Print 'N Copy warrants.**

The motion passed unanimously. (5-0)

- C. Review and possible approval of the Elko Regional Airport Liability Insurance Policy for FY 2020/2021, and matters related thereto. **FOR POSSIBLE ACTION**

LP Insurance Services, Inc. has competitively sought airport liability insurance for the upcoming fiscal year. Only one (1) quote was received from AIG Aerospace at \$10,834/year, representing an approximate 10% increase over the current year. JF

Jim Foster, Airport Manager, explained this is the annual liability insurance policy for the airport.

Councilman Hance asked if there were any other insurance companies out there that offer this type of insurance.

Dain Uriarte, LP Insurance Services, answered there were some other companies brokered but AIG was the only one that gave a competitive bid. A small rural airport is a niche market and it is hard to get good bids for it.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, to approve the Elko Regional Airport Liability Insurance Policy for FY 2020/2021 in the amount of \$10,834 for the year, representing a 10% increase over the current year.**

The motion passed unanimously. (5-0)

- D. Review, discussion, and possible approval for the Fire Department to begin the purchasing of a new Self Contained Breathing Apparatus Compressor in the amount of \$79,950.00, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko Fire and Police Department's would like the approval to a Mako Self Contained Breathing Air System compressor. The new compressor will be purchased from Siddons Martin Emergency Group, at the price of \$79,950.00. The benefits to the compressor is that it replaces an approximately 15-year-old current compressor. In addition, it will provide a larger fill rate capacity reducing wear and tear compared to the current one. JS

Jack Snyder, Deputy Fire Chief, explained this was approved in the next budget. This will benefit all City Departments that use compressed air bottles.

Councilman Stone asked what will happen to the old system.

Mr. Snyder answered they will dispose of it. It is an old system but it has some potential somewhere else.

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to recommend approval for the Fire Department to purchase a Mako Self Contained Breathing Apparatus Compressor from Siddons Martin Emergency Group for \$79,950.**

The motion passed unanimously. (5-0)

- E. Review, discussion, and possible approval for the Fire Department to begin the purchasing of two (2) defibrillators in the amount of \$67,969.74, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko Fire and Police Department's would like the approval to purchase two (2) defibrillators and accessories. The new defibrillators will be purchased from Zoll Medical Corporation, at the price of \$67,969.74. The benefits to the new defibrillators is that it replaces unsupported current defibrillators by the FDA. In addition, it will enhance the interoperability between Elko Fire and Elko Ambulance as each agency will be using the same defibrillators and enhancing patient care. JS

Mr. Snyder explained last July or August, they received a letter saying that two out of their three defibrillators will no longer be supported as of December 31. One decided to have some maintenance issues about mid-December and we ended up taking both of them out of service. Elko County Ambulance was able to loan some spares with monitors until we were able to budget the items for purchase. The old units are no longer certified. In talking to Zoll, they may be able to get us some trade-in value on the old units.

**** A motion was made by Councilman Stone, seconded by Councilman Schmidtlein, to approve the Fire Department to purchase two defibrillators in the amount of \$67,969.74.**

The motion passed unanimously. (5-0)

IV. NEW BUSINESS

- A. Review, consideration, and possible action to consider a draft proposal for the development of a 20-Year Lease between the City of Elko and CC Communications whereby the City would lease the use of fiber in exchange for infrastructure and services to be provided by CC Communications to the City of Elko, and possible instruction to Staff to negotiate a lease in conformance with NRS 277.050(4)(b), and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko approved a non-exclusive franchise agreement with the CC Communications on February 11, 2020. The non-exclusive franchise agreement does not provide for the use of City-owned fiber. On April 28, 2020, the City of Elko accepted a petition by CC Communications requesting that the City of Elko provide one buffer tube of fiber in existing fiber paths to CC Communications in exchange for CC Communications providing the City of Elko one buffer tube of the same liner feet within the City. The City Council moved to provide one buffer tube of fiber in existing fiber paths to CC Communications in exchange for CC Communications providing the City of Elko a buffer of the same liner feet within

the city equal to the current appraised value. Subsequent to the April meeting, CC Communications submitted a proposal it believes to be in conformance with NRS 277.050(4)(b). In its proposal, CC Communications seeks to enter into a 20-year lease for two (2) buffer tubes of City-owned fiber located between the Airport and the Idaho/14th Street intersection, together with the right to use certain associated equipment. In exchange, CC Communications proposes to give the City use of 3.2 miles of fiber and various other commitments. The City Council has the discretion to determine whether the proposed consideration for the lease is adequate. SAW

Scott Wilkinson, Assistant City Manager, explained if City Council were to move this item forward, the Council would have to determine that what is proposed by CC Communications is an equivalent to the proposed use of the fiber. Because CC Communications is a public entity, they are proposing this agreement and it doesn't require that fiber to be appraised. Dave Stanton and Councilman Hance have been involved in a meeting and some of the discussions that led to this proposal.

Mark Feast, CC Communications, explained his proposal included in the packet. The last time they spoke, they were discussing one buffer tube but he has changed the proposal to two buffer tubes along Idaho Street. This will allow them to serve the customers along Idaho Street better. There is a benefit to the City that is at least equal to what they are asking in the lease. It is a benefit to both entities to make this exchange because it will begin a jump-off point for expanding at least in that section of Elko, as well as, other developments along Lamoille Hwy. It will allow the City to capture some value for assets that the City won't be using.

Councilman Schmidlein asked about the fiber that will go down Silver Street; will it be from Idaho Street to 14th Street?

Mr. Feast answered it will go to 12th Street and then head south.

Councilman Hance said his thoughts are mixed regarding this. This is an interlocal agreement between governments.

Mr. Feast explained how CC Communications is a government entity and the history of what they have done over the years. When the internet came along, they wanted their customers to have better service than what was being offered. They put in 63 miles of fiber into Reno. We found we needed to expand to create redundancy. We ended up in other communities. We have a mission to serve rural Nevada because no one is pocketing big dividends in these areas. We are regulated by the FCC.

Councilman Hance noted that their original charter and mission was to provide services to Churchill County.

Mr. Feast said the NRS provides for their ability to provide services outside of their county, subject to the FCC regulations that any other company would be subject to. They have certificates of public convenience from the PUC. The City has put some fiber in the ground without being about to use all of it. He is offering a way for the City to get some value out of it. When they spend \$6 million to build 63 miles of fiber into the ground, to make sure a town of 25,000 has stable internet, you are looking for some other way to get value out of that.

Councilman Hance said we built that fiber because we could not keep a working network with the current provider that we have here. It was self-preservation on our part to do that buildout. It's just as cheap to drop 144 into that pipeline as it is to do 12.

Mr. Feast agreed the price of putting the conduit in is essentially the same; it is the difference between the material costs. That's where you get stuck. You are smart to put in more but how are you going to use it? He was offering a way to use some of it.

Councilman Hance said they talked about interconnecting some of the other facilities. Is that still in this agreement?

Mr. Feast answered this would be the path for this portion of the agreement for this exchange for those buffer tubes from the City. In the future, there could be another agreement that builds off the current network to be beneficial to the City. The cabinet they will be putting in will be able to serve at least 800 customers. They can put in a bigger cabinet later on as they build out.

Mayor Keener said the catalyst for this is the Southwest Gas pipeline project. Your intention is to drop fiber in the pipeline when the trench is open, is that correct?

Mr. Feast answered yes, that was correct.

Mayor Keener noted that requires permitting. Do you have your permitting for that already?

Mr. Feast answered that is correct. They have an NDOT permit for along that road. They had to have all the permitting in the package before Southwest Gas would send it to bid. We are in the package with Southwest Gas. We need to submit permitting down Silver Street and down 12th Street to tie it all together.

Mayor Keener said he was asking because it was brought to his attention that Southwest Gas was not allowing their permit to be used. They were requiring the various utilities to apply for their own permitting and that takes months to do. To their knowledge, it had not happened yet.

Mr. Feast asked, "to whose knowledge?"

Mayor Keener answered the individual that gave him that information.

Mr. Feast answered that was false. They are included in the bid packet and it would be news to him that they were allowed in the bid packet and they didn't have their paperwork yet.

Mayor Keener asked under what name is the permit under.

Mr. Feast answered it was probably under Churchill County Telephone dba CC Communications.

Mayor Keener said he was glad to hear that was taken care of. The community has been working for quite a while on bringing broadband providers to this area. The ultimate being bringing a fiber provider in. We are at a point where Nevada Gold Mines is partnering with a firm that will provide service that will do a full community buildout, not only in Elko, but in Spring Creek. It will be an

approximate \$50 million investment that they are making here. CC Communications has the opportunity as a quasi-governmental to participate in something that is not available to them. That is the fiber share we are talking about here. It is concerning to him because he is cognizant, while he is not involved with the transaction that is going on in the background, he certainly doesn't want this to derail something that will be a benefit to the entire region. What would he say to those concerns?

Mr. Feast answered he has one way they are asking for this to happen. He thought the other provider had another way they can ask for the same type of thing to occur. It is a City Council decision. When a company goes around saying we don't have our permits and trying to badmouth them, he wasn't sure anybody should be getting in bed with them. He was reading between the lines that this information came from SafeLink.

Mayor Keener said it was not them. It was not any of the providers.

Councilwoman Simons asked if he felt his project would in any way derail, discourage, or effect another project coming in and who wants to do a full community buildout.

Mr. Feast answered that he could not say what effect it would have on anybody else. If you look at Spring Creek, which is much smaller, you have multiple entities saying that they are going to buildout Spring Creek. Churchill County, which is smaller than the City of Elko, we have Charter Cable offering service and it does not stop them from upgrading or building out their system. Because of FCC regulations, we are required to build to every single customer in Churchill County. We are also required to rate balance, so everyone gets charged the same. There are plenty of places where there are two providers that compete in an area smaller than Elko.

Mayor Keener asked Scott Wilkinson, with respect to the NRS, is it equal distance or is it equal value.

Mr. Wilkinson answered the Council would have to determine that they believe this proposal will be of equal value. It doesn't have to be an appraised value but you would have to determine that this proposal would equate to the requested usage of the City fiber. If the Council makes that determination, we would be able to move forward and there are a couple of conditions the Council should consider if they want to move forward. One condition would be that CC Communications would incur the legal costs to develop an agreement for consideration by the City Council. He believes before CC Communications could put the fiber to use that would have to have the entire proposal built out and available to the City at that time. The Council would have to determine that this proposal is of equal value to the fiber on 12th Street to 14th Street in order to move that forward.

Councilman Schmidtlein said he wasn't sure what a fair exchange is. He doesn't know the value of what we have and what the value of they are asking for. Nobody has clearly explained that and he didn't know if he would be able to make a decision tonight.

Mr. Wilkinson said the fiber that is not being utilized has very little value to the City going forward. If you really wanted to look at it you can look at the cost of construction to put it in the ground. A mile for mile, a buffer tube for two buffer tubes in exchange over that distance. That simplifies it a bit if you want to look at it that way. There is some benefit having it going up towards the landfill. You can just look at it just lineal, per lineal foot.

Mayor Keener said he has trouble with having companies that are making investments here in our market and this vehicle that CC Communications is trying to utilize is not available to them because of some of the complications that were indicated earlier. It feels like they are getting an unfair competitive advantage. He wasn't sure what value a fiber run down Idaho Street would have.

Councilwoman Simons asked if there were public entities that lease out their fiber to private companies.

Mr. Wilkinson said he didn't recall the specifics of that effort. We spent a lot of time on that.

Councilwoman Simons thought it was crazy that no one else had encountered this.

Mr. Wilkinson thought there was a valid proposal before the Council. Whether the Council determines or not that it's of equal value is where we are at tonight.

Councilman Stone agreed with Councilman Schmidlein that he didn't know what the value would be. There is a lot of value in that run since they will be servicing Spring Creek with it.

Mr. Wilkinson thought it would be complicating the situation if we looked at that too deeply. CC Communications has a franchise agreement. They can get permits to extend fiber anywhere in the community even if it goes through the community. If you look at it on a lineal run, buffer tubes in exchange for buffer tubes, that's another way to do it. One benefit is to the landfill. If we were to do this work ourselves, from 12th and Idaho to the Landfill, that is a significant value to the City today.

Mayor Keener called for public comment.

Jan Baum wondered if Paul Willis would like to comment on the service at the Landfill or the Animal Shelter.

Paul Willis, Systems Administrator, explained that the Animal Shelter and the Landfill both have their internet fed by an air fiber that is positioned on the 5th Street water tower. That also feeds the Water Department as it currently sits, Facilities, Streets, Fleet and the Recreation Departments. The capacities within the fiber's capabilities will not continue to meet the needs as the City grows. We have talked about and have budgeted additional air fibers or better air fiber capability in the next fiscal year, however, there might be better solutions for that.

David Kirkham, Spring Creek, said he was on the Broadband Action Committee with Mayor Keener. He knows that CC Communications gets some of their permitting through WANRack and the exchange.

Mr. Feast indicated he did not get his permits that way.

Mr. Kirkham thought they were getting the permits from NDOT through and exchange there. He was worried about comingling funding and it isn't right. He didn't want any problems with that.

Mr. Feast stated he needed to do more research on the misinformation campaigns that precede a proposal. They have nothing to do with WANRack. They made the offer of linear foot for linear foot. He struggled with increasing the exchange. It is clear that there has been a misinformation campaign. They have their permits and they follow the law. They have not gotten to the BLM permitting process, and neither has Southwest Gas. That's why they stopped phase 1 where they did. They knew the BLM would take a long time.

Mayor Keener asked Curtis Calder what his thoughts were.

Curtis Calder, City Manager, said he has been involved with this for quite a while, with regard to City of Elko infrastructure and previous IT Managers. He is looking at it on a much narrower scope than possibly the Broadband Action Committee. His job is to do what is best for the City of Elko. Our goal has always been to get fiber to all of our facilities. We have several facilities that are key elements to our organization that are underserved. The air fiber is insufficient. Any opportunity that he sees where a legitimate provider is ready to put fiber into the ground, and we have something of value that we can legally exchange, he is going to be in favor of it. What could be negotiable would be the values and he doesn't know what that would be. This item gives instruction to staff to negotiate the lease and possibly work out the values. As far as the concept, if they have permitting, financing and are ready to put cable in the ground, we can utilize that for some of our facilities down the road, he thinks it is in the City's best interest to pursue that. They have an approved franchise agreement as does the other entities. It is the first entity that is able to deliver and actually implement their plan.

Mr. Wilkinson said they had CC Communications discuss some potential benefit with Public Works. Some of the routing passes some of our signals in our community. At some point in the future, there is opportunity there. We can capitalize on it at some future date. He recommended that CC Communications develop the draft agreement as a condition. Another one would be that the infrastructure is completed before they utilize the fiber.

Mayor Keener said he didn't know what it was worth as well.

Councilwoman Simons thought the value could fluctuate and be hard to pin down.

Mayor Keener asked if there was fiber to the lights at 5th and Silver Street. (No)

Mr. Wilkinson thought there was a lot of potential in this going forward. We have the landfill and the signals. He thought the proposal had a lot of merit. We can get bogged down and never make a decision if we worry about how much money they might make off the fiber. We are not in that business. We don't provide that service and charge for it. He thought it was pretty close to being equal value in his mind.

Mayor Keener called for public comment.

Bob Thibault stated that as a resident, he is fed up with internet service in this town. He has two options and switches back and forth between them because they are both terrible. At this point, they want any and all companies that want to run fiber in this community. He thought it was a real benefit to the citizens, as well as the City.

Mayor Keener said there is a community partnership for doing a full build throughout Elko and Spring Creek and they have already completed 700 applications from potential customers that have submitted them online. They have 300 pending that have not been processed. They have spent real money here so far and they have invested in the community. He thought this proposal, everything that we discussed that would be a benefit to the City, we will get within the next two years anyway with this community partnership. He thought the proposal they are looking at tonight has more value to Spring Creek residents than it does to Elko residents.

Councilwoman Simons agreed but wondered if it was their job to pick and choose which of these companies we work with. She thought we should go for both of them.

Mayor Keener noted it wasn't a level playing field because CC Communications, as a quasi-governmental entity has a leg up. They have this loophole that they can exploit that isn't readily available to the other providers.

Mr. Feast said he was at the meeting in Spring Creek when they considered the RFP. The Spring Creek Board wanted to go with the other company. In large measures, the other company said they weren't going to go into the trench. They were going to build up all of Spring Creek in 18 months. He doesn't see Spring Creek being built up right now. They might be collecting customers but they said 18 months. It is an unreasonable timeline giving the time of the year. They offered something and may have over-offered giving the cost of construction. He understood the concern over the loophole. He would be perfectly fine with the opportunity for anyone to override existing fiber. If Council wants to consider the ordinance where people can override the conduit; then anyone can override it and there is no advantage. The ordinance doesn't allow for that right now.

Mayor Keener asked what would it take to open that up so the conduits can be utilized.

Mr. Wilkinson answered this goes back to when they were developing the more recent franchise agreements. When they started with White Cloud, they had some concerns expressed by outside parties that people were gaining an advantage. There were a lot of conversations about what provisions should be written into the franchise agreements that address that. We had some concern about utilization of City infrastructure that was occupied with fiber or utilization of the fiber itself. They agreed that if we had empty conduit it could be made available. As they went through several discussions on that, we landed on where we just restrict the City's infrastructure, conduit and fiber just to try to have a level playing field and take that off limits. Any other conduit would be on a first come, first served basis. One of the concerns they had was that if someone was overriding the conduit with our fiber, they could damage our fiber and things like that. If somebody has a franchise agreement and they damage the property, they would be responsible to repair it. There is a possibility to reconsider that option but we would have to go back and amend all the franchise agreements in a timely manner in order to get everyone on a level playing field. In the end, some of these other routes are still going to be constructed under franchise agreements. We have tried to incentivize people to move forward with installing conduit. We deferred franchise fees for a period of time to get people move forward. We have seen some movement by putting some conduit in town. We have some people that are trying to utilize City infrastructure. Everyone wants something from the City to move forward. They are all asking for different things but they are all asking.

Councilman Hance stated the only way he can see this moving forward would be to take the monetary amount out of the picture. We can quantify it by the foot and by the tube. If we do look at some other options of branching off, we won't need any two tubes to any specific location we have in the City network. If their request were for two tubes, it would be equivalent footage times two. There could be a workable agreement on a per-footage basis going forward.

Councilman Stone asked where the twenty years for the agreement come from.

Mr. Wilkinson answered that was their proposal. He asked CC Communications; this is their proposal and there are some conditions that might be acceptable, but the real question is are they willing to consider other runs outside of their proposal in exchange for the use of the buffer tubes on Idaho.

Mr. Feast answered from one end to the other, it has to get them tied back to 12th Street down. Well, actually not. If the Council were to knock out an agreement that was linear foot for linear foot, buffer tube for buffer tube, as long as that is the amount we are building, there are diverse routes. We want diverse routes. We like Silver Street because it goes through the redevelopment area. There are some businesses there. We just need to get across the river and the railroad tracks. We definitely need to pick up the City's fiber at 12th and Idaho. Or, if we don't have an agreement we need to pick up our fiber at Silver and 12th.

Mr. Wilkinson thought the only other route the City has ever considered is trying to get something down to the shops off 12th.

Councilman Hance said it will take some creative work to get to the Railroad Street facilities.

Mr. Wilkinson agreed if they stay at that facility. Right now CC Communications is offering 3.2 miles in exchange for 2.3 miles. They are already offering quite a bit more.

Councilman Hance noted we are looking at two buffer tubes but we would only be receiving one buffer tube.

Mr. Wilkinson said if we went with that logic, we need to be at 4.6 miles to be equivalent.

Councilman Hance thought to keep Dave Stanton (City Attorney) happy, we need to make it one for one.

Mr. Wilkinson said we don't have a need for two buffer tubes for the City, we have a need for one. CC Communications has a need for two. So if they wanted two tubes over 2.3 miles, we would need 4.6 miles with one buffer tube.

Councilwoman Simons thought this was just a proposal. We aren't approving this. We are directing staff to move forward.

Mr. Wilkinson said people are incurring costs and if Council doesn't make a decision that this equates to that, we shouldn't move forward and people shouldn't incur costs and we should not do this.

Councilman Hance said to make the agreement fair, we need to make it one for one on the footage.

Mr. Feast said we are looking at a one for one on fiber feet. If we take two that goes 2.3 miles, we are taking 4.6 miles of fiber. We have proposed 3.2 miles. We owe the City 1.4 miles and the City picks the laterals. He is comfortable with changing those numbers with the addition of the conditions.

Councilwoman Simons said that sounds like we are making progress.

Mr. Wilkinson said to simplify the motion, if we move forward with an agreement, that it is exactly that. CC Communications get two buffer tubes over 2.3 miles, as outlined in the proposal. The City of Elko gets one buffer tube over 4.6 miles as outlined in the proposal, in addition to routes for the remainder.

**** A motion was made by Councilwoman Simons, seconded by Councilman Schmidtlein, to make the finding that the draft proposal as augmented with the 2.3 double buffer to CC Communications will be equivalent to 4.6 fiber for the City, including a 1.4 lateral route that the City will choose, and with the caveat that CC Communications will incur the legal costs to develop the agreement and they need to develop all the infrastructure before they utilize the City fiber, and find that this draft proposal is equivalent to the proposed use of fiber.**

The motion passed unanimously. (5-0)

VI. 5:30 P.M. PUBLIC HEARINGS

- A. Review, consideration, and possible action to adopt Resolution No. 09-20, a resolution and order vacating a portion of Juniper Street and 6th Street Right-of-Way, consisting of an area approximately 3,636 sq. ft. abutting APN 001-231-001, which is located within the City of Elko, Nevada, to the abutting property owner Brian and Dena Starkey, filed and processed as Vacation No. 1-20, and matters related thereto. **FOR POSSIBLE ACTION**

Council accepted the petition to vacate this Right of Way at its regular meeting of May 12, 2020, and directed Staff to continue with the vacation process by referring the matter to the Planning Commission. The Planning Commission considered the vacation at its regular meeting of June 2, 2020, and took action to forward a recommendation to Council to adopt a resolution, which conditionally approves Vacation No. 1-20 with findings in support of its recommendation. CL

Cathy Laughlin, City Planner, explained the proposed vacation.

Councilman Schmidtlein thought it was a fair exchange with them doing the infrastructure.

Mayor Keener called for public comment.

Brian Starkey stated he just wants to get the area cleaned up.

**** A motion was made by Councilman Hance, seconded by Councilman Schmidlein, to approve Resolution No. 09-20, which contains conditions as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible adoption of Ordinance No. 854, an emergency ordinance waiving their-quarter 2020 Liquor License Fees for business prohibited from reopening, due to the directives from the Governor, and matters related thereto. **FOR POSSIBLE ACTION**

On June 9, 2020, City Council directed Staff to prepare an emergency ordinance for a waiver of Liquor License Fees for quarter commencing July 1, 2020, for establishments unable to open during the Nevada Health Response Phase Two. KW

Kelly Wooldridge, City Clerk, explained the meat of this ordinance is on the second page that says we are waiving third quarter fees for businesses that were not able to open. At the last meeting there were questions if Stage Door was the only one. There was one more that came up but they haven't contacted her. It occurred to her that Cowboys is considered a nightclub but they have been closed for remodeling. They would be eligible for this. She will need to develop an application that businesses will attest to that they have not been open. She had not received any public comment on this.

Councilman Hance asked if we just had those two businesses and then the brothels.

Ms. Wooldridge answered that was correct.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to adopt Emergency Ordinance No. 854.**

The motion passed unanimously. (5-0)

- C. Review, consideration, and possible adoption of Ordinance No. 855, an emergency ordinance reducing the amount and deferring payment of Brothel License Fees to assist brothels adversely affected by the Covid-19 Pandemic, and matters related thereto. **FOR POSSIBLE ACTION**

On June 9, 2020, City Council directed Staff to prepare an emergency ordinance that will reduce the Brothel Fee's due July 1, 2020, by half with a due date of September 30, 2020. KW

Ms. Wooldridge explained one the second page of this ordinance under D, that effective on or after July 1, 2020, shall be one fourth of the amount required for a full year as the fee, and that in this chapter, the license fee for the period commencing June 30, 2020, if paid semi-annually, shall be due on or before September 30, 2020. She will also create a simple one-page application to attest they have not been open.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to adopt Emergency Ordinance No. 855.**

The motion passed unanimously. (5-0)

BREAK

IV. NEW BUSINESS (Cont.)

- B. Review, consideration, and possible approval of Technology Services Agreement with Oasis Online, and matters related thereto. FOR POSSIBLE ACTION**

On June 9, 2020, Council approved the City of Elko IS Department Reorganization Plan. This reorganization plan included entering into a one-year contract with Oasis Online for Technology Services. This agreement will be entered into rather than continuing to recruit for an IS Manager for the City of Elko. JB

Jan Baum, Financial Services Director, explained the proposed contract.

Councilman Hance asked if there was a cap on the amount of the contract.

Ms. Baum answered there was a monthly amount we pay them. After hours and travel are extras.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the Oasis Online Technology Services Agreement, beginning July 1, 2020.**

The motion passed unanimously. (5-0)

V. RESOLUTIONS AND ORDINANCES (Cont.)

- A. Review, consideration, and possible approval of Resolution No. 10-20, a resolution authorizing augmentation of the 2019/2020 Fiscal Year Budget of the Capital Equipment Reserve Fund, increasing appropriations to \$2,281,623 to account for \$324,840 in unanticipated revenues, pursuant to NRS 354.598005, and matters related thereto. FOR POSSIBLE ACTION**

The Capital Equipment Reserve Fund had increased beginning Fund Balance of \$324,840 because the Fire Truck budgeted for the 2018/2019 Fiscal Year did not arrive until the 2019/2020 Fiscal Year. When the 2019/2020 Budget was prepared, it was anticipated the Fire Truck would arrive in late June 2019. In order to pay for the expenses associated with this additional Fund Balance it is necessary to augment the budget. JB

Ms. Baum explained the augmentation.

**** A motion was made by Councilman Schmittlein, seconded by Councilman Stone, to approve Resolution No. 10-20, augmenting the Capital Equipment Reserve Fund, in the amount of \$324,840, pursuant to NRS 354.598005.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible approval of Resolution No. 11-20, a resolution providing for the transfer of appropriations between accounts within the City of Elko 2019/2020 Fiscal Budget pursuant to N.R.S. 354.598005, and matters related thereto. **FOR POSSIBLE ACTION**

This is the annual year-end housekeeping item to transfer funds between functions, and funds as required to fund all budgetary changes that occurred during the fiscal year. JB

Ms. Baum explained the transfers were included in the packet.

**** A motion was made by Councilman Stone, seconded by Councilman Schmittlein, to approve Resolution No. 11-20, a resolution providing for transfer of appropriations between accounts within the City of Elko 2019/2020 Fiscal Budget pursuant to NRS 354.598005.**

The motion passed unanimously. (5-0)

- D. Review, consideration, and possible approval of Resolution No. 13-20, a resolution adjusting the duties and compensation of the City Sexton, and matters related thereto. **FOR POSSIBLE ACTION**

A copy of Resolution No. 13-20 has been included in the agenda packet for review.
CC

Curtis Calder, City Manager, explained there needs to be an amendment to the Resolution, to show the salary at \$8,000 annually without group health insurance benefits.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve Resolution No. 13-20, adjusting the duties and compensation of the City Sexton with the adjustment of the City Sexton salary to be \$8,000 annually with no group health insurance benefits.**

The motion passed unanimously. (5-0)

VII. REPORTS

- A. Mayor and City Council

Councilman Hance said Big-O tore down their old shed building today.

Mayor Keener said he attended the Nevada Gold Mines (NGM) community breakfast. They talked about COVID and the community broadband initiative. NGM will be collaborating on this and he expects a groundbreaking by August.

B. City Manager – CARES Act Funding Distribution

Curtis Calder said he was hoping to hear back from the State regarding the CARES Act Funding Distribution, but he hasn't yet. The funds must be expended specific to the COVID crisis. We have come up with some additional ideas on how to spend the money. We may not be able to spend the whole \$3.7 million allocated to the City. We have a press conference from the Governor tomorrow, and we will be watching that to find out what we will be doing, if we will be moving forward or not.

Mayor Keener said as of today, it was his understanding there are no COVID related hospitalizations in Elko. All quarantined patients have mild symptoms.

C. Assistant City Manager

Scott Wilkinson reported they finalized the amendment to widen the VFW easement with Union Pacific (UP). UP will be executing that, sending it back to the City for signatures and payment. The purchase sale agreement came out of their legal department but there were some concerns so it was sent back to their legal department for revisions. He hasn't followed up on the sound wall yet.

D. Utilities Director

E. Public Works

F. Airport Manager

Mayor Keener asked about the traffic at the airport.

Jim Foster said the numbers are going up slowly. Skywest just issued their July schedule and they are going back to seven days a week, once a day. They don't know when they will go back to two flights a day.

G. City Attorney

H. Fire Chief

Deputy Fire Chief Jack Snyder said they have seen an uptick in the COVID cases but not cases at the hospital. It seems the tracing is falling back to get-togethers, picnics, etc. Social Distancing is helping. The EOC is looking at moving back to meeting twice a month. There was a small wildland fire (3.8 acres) up near Councilman Schmidlein's house. There was no damage to any structures, just the wildland. The cause is still being investigated. The new fire trucks have been a great help in getting the fires knocked down quickly.

I. Police Chief

Lt. Mike Palhegyi said the crime bill that was passed by the legislature in the last session is going to be fully implemented in July. It will dramatically change some things as far as law enforcement is concerned. A lot of felony crimes are now misdemeanors. Bail hearings will be required before they can hold people. There are many changes and most are not popular with the law enforcement community.

J. City Clerk

Mayor Keener asked when there are resolutions that are housekeeping items, could those be put on a consent agenda.

Curtis Calder answered the budget resolutions in the agenda cannot be on a consent agenda. Other types of resolutions can be under consent but the purpose of the resolution is to make sure the public knows what is being changed or what is being said.

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

James Wiley said tomorrow is scheduled for mosquito spraying. The next scheduled spray day is the middle of July. We have a youth baseball tournament planned for this weekend. Hotel rooms are booked and staff is ready. Hopefully, there is good news from the Governor tomorrow and the tournament can move forward.

Mayor Keener asked Mr. Wiley to describe the purchase of new equipment at the golf course. It was his understanding that the Men's Golf League had partnered with the City and Brad Martin to purchase this.

Mr. Wiley described the over-seeder that was purchased. It was bought used for just over \$7,000.

Mayor Keener asked about budget or planning for the broken limbs at the golf course.

Mr. Wiley answered they are focusing on the greens and when they can, they address the trees. There is a small budget for tree maintenance. Pruning is usually scheduled for the fall.

Mayor Keener noted that the sprinkler system seems to be working well now. After spending all that money for a new sprinkler system that didn't seem to work well, he was pleased it was finally dialed in.

Mr. Wiley agreed. They are working with the State to up their daily allowance. They have made some little improvements and they are starting to see the difference.

- O. Civil Engineer
- P. Building Official

Mayor Keener said he was surprised to see the bid valuations are up so much higher than they were last year. The school district project must be pushing those values up.

COMMENTS BY THE GENERAL PUBLIC

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

There were no public comments.

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

Mayor Reece Keener

Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Presentation by the Nevada Rural Housing Authority, and matters related thereto. INFORMATION ITEM ONLY – NON ACTION ITEM**
2. Meeting Date: **July 14, 2020**
3. Agenda Category: **PRESENTATION**
4. Time Required: **20 Minutes**
5. Background Information:
6. Budget Impact Statement:

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

**Elko City Council
Agenda Action Sheet**

1. Title: **Presentation by Greg Walker, Executive Managing Director, Nevada Gold Mines, in support of Nevada Phase 2 Guidelines, and matters related thereto. NON-ACTION ITEM – INFORMATION ONLY**
2. Meeting Date: **July 14, 2020**
3. Agenda Category: **PRESENTATION**
4. Time Required: **15 Minutes**
5. Background Information:
6. Budget Information: **N/A**

Appropriation Required:
Budget amount available:
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **No Action Required – Information Only**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Jaymie Donovan
Nevada Gold Mines
Jaymie.Donovan@nevadagoldmines.com**

**Elko City Council
Agenda Action Sheet**

1. **Title: Presentation by Dr. Bryce Putnam, Elko County Health Office, and matters related thereto. NON-ACTION ITEM – INFORMATION ONLY**
2. **Meeting Date: July 14, 2020**
3. **Agenda Category: PRESENTATION**
4. **Time Required: 10 Minutes**
5. **Background Information:**
6. **Budget Information: N/A**

 Appropriation Required:
 Budget amount available:
 Fund name:
7. **Business Impact Statement: Not Required**
8. **Supplemental Agenda Information:**
9. **Recommended Motion: No Action Required – Information Only**
10. **Prepared By: Curtis Calder, City Manager**
11. **Committee/Other Agency Review:**
12. **Council Action:**
13. **Council Agenda Distribution: Dr. Putnam, Nevada Health Centers**

**Elko City Council
Agenda Action Sheet**

1. **Title: Review, consideration, and possible action to reappoint Planning Commission members Giovanni Puccinelli, and Tera Hooiman to an additional Four-Year Term to expire July 2024, and matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: July 14, 2020**
3. **Agenda Category: CONSENT**
4. **Time Required: 15 Minutes**
5. **Background Information: Giovanni Puccinelli and Tera Hooiman's terms expire July 2020. Pursuant to City Code Section 3-4-1, Planning Commission members shall be eligible for reappointment, and the terms shall be four years or until his/her successor takes office. Mr. Puccinelli and Ms. Hooiman have indicated an interest to continue serving on the Planning Commission. 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: Email from Mr. Puccinelli, email from Ms. Hooiman**
9. **Recommended Motion: Reappoint Giovanni Puccinelli and Tera Hooiman to the Planning Commission for an additional Four-Year Term to expire July 2024.**
10. **Prepared By: Cathy Laughlin, City Planner**
11. **Committee/Other Agency Review:**
12. **Council Action:**
13. **Agenda Distribution: Mr. Giovanni Puccinelli**

GPuccinelli@goblucteam.com

Tera Hooiman
nveventsource@gmail.com

Cathy Laughlin

From: Giovanni Puccinelli <GPuccinelli@goblueat.com>
Sent: Wednesday, July 01, 2020 8:20 AM
To: Cathy Laughlin
Cc: Shelby Archuleta
Subject: RE: Planning Commission

Absolutely...
Sound wonderful.
And PLEASE.
Thanks to the both of you for all the help you give me.
Pooch

From: Cathy Laughlin [mailto:claughlin@elkocitynv.gov]
Sent: Wednesday, July 01, 2020 8:15 AM
To: Giovanni Puccinelli
Cc: Shelby Archuleta
Subject: Planning Commission

Giovanni,
Your term that you filled on the Planning Commission expires in July 2020. You can be reappointed by the City Council as many times as you want with no term limits. Would you like to be reappointed for another 4 year term?
Thanks,

Cathy Laughlin
City Planner

(775)777-7160 ph
(775)777-7219 fax
claughlin@elkocitynv.gov

City of Elko
175 E College Avenue
Elko, NV 89801

Cathy Laughlin

From: Tera Hooiman <nveventsource@gmail.com>
Sent: Thursday, July 02, 2020 8:31 AM
To: Cathy Laughlin
Cc: Shelby Archuleta
Subject: Re: Planning Commission term

Good morning ladies,
Thanks for your message. Yes, i would like to serve another 4 years.
Have a wonderful weekend!
Tera

[Get Outlook for iOS](#)

From: Cathy Laughlin <claughlin@elkocitynv.gov>
Sent: Wednesday, July 1, 2020 8:16:53 AM
To: Tera Hooiman (nveventsource@gmail.com) <nveventsource@gmail.com>
Cc: Shelby Archuleta <sarchuleta@elkocitynv.gov>
Subject: Planning Commission term

Tera,
Your term on the Planning Commission expires in July 2020. You can be reappointed by the City Council as many times as you want with no term limits. Would you like to be reappointed for another 4 year term?
Thanks,

Cathy Laughlin
City Planner

Cell: 707.774.160 ph
(707) 774-2419 fax
claughlin@elkocitynv.gov

City of Elko
1701 College Avenue
Elko, NV 89801

**Elko City Council
Agenda Action Sheet**

1. **Title: Ratification of Amendment No. three (3) to Contract Dated February 26, 2019 Between Jviation, INC and the City of Elko, Nevada, and matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: July 14, 2020**
3. **Agenda Category: CONSENT AGENDA**
4. **Time Required: 5 Minutes**
5. **Background Information: This item is to amend the current contract between The City of Elko and Jviation, Inc. ratification of contract amendment #3 and will cover the fees associated with Airport Improvement project AIP 52 Cares Act which is the creation of Title 6 Program for the airport. The Airport is required to have a Title 6 Program per NDOT Guidelines. JF**
6. **Budget Impact Statement:**

 Appropriation Required:
 Budget amount available: \$52,839.40
 Fund name:
7. **Business Impact Statement: Not Required**
8. **Supplemental Agenda Information: Amendment No. Three (3) to Contract Dated February 26, 2019 Between Jviation, Inc. and the City of Elko; Amendment No. Three (3) to Contract Dated February 26, 2019 Between Jviation, Inc. and the City of Elko, Nevada.**
9. **Recommended Motion: Move to accept Ratification of Amendment number Three (3) to the contract between Jviation and The City of Elko, Nevada.**
10. **Prepared By: Jim Foster, Airport Manager**
11. **Committee/Other Agency Review: N/A**
12. **Council Action:**
13. **Council Agenda Distribution: Kirk Nielsen
 Kirk.nielsen@jviation**

AMENDMENT NO. THREE (3) TO CONTRACT
DATED FEBRUARY 26, 2019
BETWEEN
JVIATION, INC.
AND
THE CITY OF ELKO, NEVADA

The Sponsor and the Engineer agree to amend their contract for improvements to the Elko Regional Airport, Elko, Nevada to include fees for engineering services. The improvement item is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

- Title VI Compliance Project

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

PART A - BASIC SERVICES

Project Management.....	Lump sum of \$10,355.00
Research and Data Collection.....	Lump sum of \$5,340.00
Complaint Process.....	Lump sum of \$2,080.00
Limited English Proficiency Plan.....	Lump sum of \$1,840.00
Training Program.....	Lump sum of \$3,050.00
Program Plan Documentation.....	Lump sum of \$4,520.00
Reimbursable Expenses.....	Lump sum of \$1,654.40
Subconsultant.....	Lump sum of \$22,500.00
Subconsultant Expenses.....	Lump sum of \$1,500.00
TOTAL BASIC SERVICES.....	Lump sum of \$52,839.40

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 6th day of July 2020.

SPONSOR:
The City of Elko, Nevada

By: Curtis Calder

Name: Curtis Calder

Title: City Manager

ENGINEER:
Jviation, Inc.

By: [Signature]

Name: Jim Miklas

Title: Planning Survey

Project Overview

The City of Elko, as the owner and operator of the Elko Regional Airport ("Airport" or "EKO"), is required to maintain and ensure compliance with Title VI of the Civil Rights Act of 1964 and other non-discrimination authorities. Jviation, with subconsultant Daniel S Reimer LLC (together the "Consultant Team"), will research, review, and develop, all policies, plans, and forms necessary to meet the Title VI compliance requirements applicable to the Airport.

Task 1.0 Project Management

- 1.1 Project Management. Jviation will monitor project progress and budget, prepare project status reports, and coordinate with Airport staff for meetings and presentations.
- 1.2 Project Coordination. Jviation will schedule and facilitate monthly phone meetings between the Airport and the Consultant Team to coordinate project deliverables, status, schedule, requirements, etc.
- 1.3 Project Meetings. Jviation will coordinate with Airport staff for meetings with Airport concessionaires, airlines or others as needed. It is anticipated that one (1) Consultant Team site visit during the project will occur and one (1) public hearing presentation will occur at the conclusion of the project.

Task 1.0 Summary & Deliverables

Task Product(s):

- *Scope of Work, project fee, schedule, and executed contract*
- *Scheduled monthly coordination calls*
- *One (1) site visit*
- *One (1) project presentation*

EKO Task Responsibilities: EKO will actively coordinate with Jviation on the development of the project execution plan, will establish a project liaison to serve as Jviation's primary point of contact throughout the project, and will participate in coordination calls, one (1) site visit, and one (1) public hearing.

Jviation Task Responsibilities: Jviation will actively coordinate with EKO to establish a final scope of work, project schedule, and project fee; will conduct one (1) site visit, provide (1) public hearing presentation; and will schedule ½ hour monthly project coordination calls.

Task 2.0 Research and Data Collection

- 2.1 Local Demographic Information. The work effort will include the collection of local demographic data, input from local partners, service agencies and/or non-profit organizations to determine the extent of the required program components.

- 2.2 Programs, Services and Activities. The Consultant Team will review all airport-related services, programs, and activities to establish if they are made available to and are fairly and adequately distributed among recipients without regard to race, color, or national origin.
- 2.3 Limited English Proficiency (LEP). The Consultant Team will perform the four-factor analysis required by U.S. Department of Transportation *Policy Guidance Concerning Recipient's Responsibilities to Limited English Proficient (LEP) Persons*, which includes: (1) the number or proportion of LEP individuals served or encountered in the Airport's service area; (2) the frequency of contact between LEP individuals and the Airport's programs, activities or services; (3) the nature and importance of the program, activity, or service provided by the Airport; and (4) the resources available to the Airport and related costs.
- 2.4 Third Party Document Review. All agreements entered into by the City of Elko on behalf of the Airport must contain current Title VI and non-discrimination compliance language. A sampling of documents (leases, contracts, deeds, permits) will be reviewed by the Consultant Team. Draft compliance language will be provided for each type of agreement. Additionally, a recommended prioritization of updating of agreements will be provided to the Airport.
- 2.5 Summary of Complaints, Investigations, and/or Lawsuits. A summary of all complaints, investigations and lawsuits naming the City of Elko alleging discrimination upon the basis of race, color, or national origin over the past three years will be compiled with the assistance of the Airport and the City Attorney.

Task 2.0 Summary & Deliverables

Task Product(s):

- *Summary of airport-related services compliance review*
- *Summary of LEP analysis*
- *Sample compliance language per contract type and prioritization recommendation*
- *Summary of any complaints, investigations, and lawsuits related to Title VI discrimination for airport-related services*

EKO Task Responsibilities: *EKO will provide all requested information regarding airport-related services, third party agreements, and discrimination-based complaints, investigations, and litigation matters; will be responsible for updating of any third party agreements; and review and comment on work product in an expeditious manner.*

Jviation Task Responsibilities: *Jviation will actively engage and coordinate with EKO to ensure execution of tasks consistent with EKO's expectations; and will execute all required tasks in a professional and expeditious manner.*

Task 3.0 Complaint Process

- 3.1 Complaint Tracking. The Consultant Team will assist the Airport to develop a complaint tracking system including those complaints against the City/Airport, airlines, and concessionaires.
- 3.2 Complaint Procedures and Form. The Consultant Team will provide a recommended complaint procedure to ensure an adequate process is conducted with regard to any complaint received. In addition, a recommended complaint form to be utilized at the Airport to document any complaints will be provided.
- 3.3 Notice Requirements. The Consultant Team will work with the Airport staff to ensure that appropriate Title VI notices are available and/or posted as required.
- 3.4 Establish Monitoring Plan. The Consultant Team will assist the Airport in establishing a monitoring plan for complaints including those received by Airport staff, airlines, and concessions.

Task 3.0 Summary & Deliverables

Task Product(s):

- Documented complaint procedures and complaint form
- Posting of Title VI notices are required
- Documented monitoring plan

EKO Task Responsibilities: EKO provide all information as requested; will post required Title VI notices; will assist in developing a tracking system and monitor for Title VI complaints; and will review and comment on work product in an expeditious manner.

Jviation Task Responsibilities: Jviation will actively engage and coordinate with EKO to ensure execution of tasks consistent with EKO's expectations; and will execute all required tasks in a professional and expeditious manner.

Task 4.0 Limited English Proficiency Plan

- 4.1 LEP Analysis. Based on the four-factor analysis conducted, the Consultant Team will draft a plan for the Airport to provide reasonable language assistance measures. This will include a review of the Airport Emergency Plan and other relevant service documents.
- 4.2 Establish Monitoring Plan. The Consultant Team will assist the Airport in establishing a monitoring plan to ensure updating of the LEP plan on a regular basis.

Task 4.0 Summary & Deliverables

Task Product(s):

- Documented Limited English Proficiency Plan
- Documented monitoring plan

EKO Task Responsibilities: EKO will provide all requested information regarding airport service-related program documents; will assist in developing a monitoring system for the Airport to monitor LEP compliance; and will review and comment on work product in an expeditious manner.

Jviation Task Responsibilities: Jviation will actively engage and coordinate with EKO to ensure execution of tasks consistent with EKO's expectations; and will execute all required tasks in a professional and expeditious manner.

Task 5.0 Training Program

- 5.1 Establish Training Program. The Title VI Plan will require annual training of all Airport employees regarding the Title VI Program and the LEP Plan. A PowerPoint training presentation for use by the Airport staff will be provided.
- 5.2 Establish Monitoring Plan. The Consultant Team will work with the Airport to review existing tracking systems and identify a tracking process for the Airport to ensure adequate training has been provided to all Airport employees, airlines, and concessionaires on an ongoing basis.

Task 5.0 Summary & Deliverables

Task Product(s):

- PowerPoint training presentation
- Updated existing training tracking system for Title VI training
- Documented monitoring plan

EKO Task Responsibilities: EKO will provide all requested information regarding existing tracking systems for airport-related services; and will review and comment on work product in an expeditious manner.

Jviation Task Responsibilities: Jviation will actively engage and coordinate with EKO to ensure execution of tasks consistent with EKO's expectations; and will execute all required tasks in a professional and expeditious manner.

Task 6.0 Program Plan Documentation

- 6.1 Policy Statement and Program. The Title VI program must be reviewed and adopted by the City's elected officials. The Consultant Team will provide a recommended program with documentation of all essential program components.
- 6.2 Program Documentation. The Consultant Team will document: policy statement, organizational chart; program narrative; training summary; description of review efforts; summary of contract compliance; summary of public engagement efforts; LEP analysis; LEP Plan; complaint tracking summary; complaint procedure and form; summary of Environmental Justice process; and a summary of complaints, investigations or lawsuits alleging discrimination upon the basis of race, color, or national origin during the past three years.

- 6.3 Public Hearing and Adoption. The Consultant Team will provide a draft policy and program for consideration and adoption by the Elko City Council. In addition, The Consultant Team will be available to present the project summary during a public hearing for consideration by the City Council. The Airport will be responsible for the scheduling, adoption documentation, and process as required by the City of Elko.

Task 6.0 Summary & Deliverables

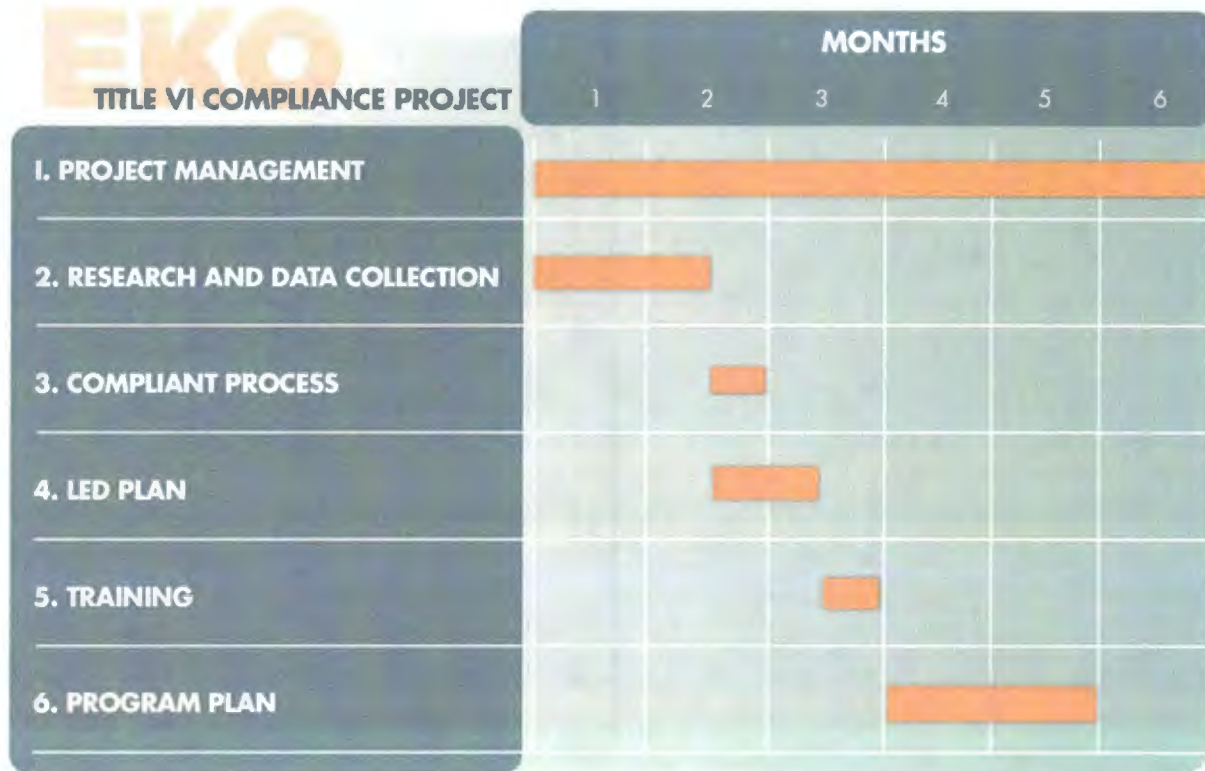
Task Product(s):

- Policy Statement
- Title VI Program documentation
- Program presentation

EKO Task Responsibilities: EKO will coordinate scheduling the public hearing; provide all required elected officials briefing and adoption materials; and will review and comment on work product in an expeditious manner.

Jviation Task Responsibilities: Jviation will present a program summary for the elected officials; will provide a Title VI documented program; will actively engage and coordinate with EKO to ensure execution of tasks consistent with EKO's expectations; and will execute all required tasks in a professional and expeditious manner.

Project Schedule



**Elko City Council
Agenda Action Sheet**

1. **Title: Review, consideration, and possible authorization for the creation of a force account for the construction of the Water and Water Reclamation Facility (WRF) Shop, and matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: July 14, 2020**
3. **Agenda Category: CONSENT AGENDA**
4. **Time Required: 5 Minutes**
5. **Background Information: At the March 10, 2020 Council meeting, MGM was awarded a contract for the construction of the Water and Water Reclamation Facility (WRF) Shop. 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 Architect of Record for the project, as well as the Project Management Team will review all change orders for the City. DJ**
6. **Budget Information:**

Appropriation Required: \$ 100,000.00
Budget amount available: \$ 1, 379, 000.00
Fund name: Water and Sewer
7. **Business Impact Statement: Not Required**
8. **Supplemental Agenda Information:**
9. **Recommended Motion: Authorize the use of a Force Account in the construction of the new Water and Water Reclamation Facility (WRF) Shop in the amount of \$100,000.00**
10. **Prepared By: Dale Johnson, Utilities Director**
11. **Committee/Other Agency Review:**
12. **Council Action:**
13. **Council Agenda Distribution:**

**Elko City Council
Agenda Action Sheet**

1. **Title: Review, consideration, and possible approval of Resolution No. 16-20, a Resolution providing for the transfer of the City's 2020 Private Activity Bond Cap to the Nevada Rural Housing Authority, and other matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: July 14, 2020**
3. **Agenda Category: CONSENT AGENDA**
4. **Time Required: 10 Minutes**
5. **Background Information: The City of Elko has previously transferred its portion of the tax-exempt private activity bond cap to the Nevada Rural Housing Authority. This year the Nevada Rural Housing Authority is requesting the City's allocation of the bonds for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income. A request letter from Nevada Rural Housing Authority and Resolution No. 16-20 have been enclosed in the agenda packet for review. CC**
6. **Budget Information:**

Appropriation Required: N/A
Budget amount available: N/A
Fund name: N/A
7. **Business Impact Statement: Not Required**
8. **Supplemental Agenda Information: Draft Resolution No. 16-20, Nevada Rural Housing Authority Letter**
9. **Recommended Motion: Pleasure of the Council**
10. **Prepared By: Curtis Calder, City Manager**
11. **Committee/Other Agency Review:**
12. **Council Action:**
13. **Council Agenda Distribution:**



June 26, 2020

The Honorable Reece Keener
Mayor, City of Elko
1751 College Avenue
Elko, NV 89801

Dear Mayor Keener:

I would like to thank you for the City of Elko's partnership with the Nevada Rural Housing Authority (NRHA). Each year, your city has transferred its unused Private Activity Bond Cap (PABC) to NRHA, resulting in our continued success operating the award-winning, single-family housing program, Home At Last™ and helping to fulfill NRHA's mission to promote, provide and finance affordable housing opportunities for all rural Nevadans.

What does that mean? It means 9,000 families have achieved their dream of affordable homeownership. It means \$27.7 million in homeowner tax savings have been invested back into our Nevada communities. It means Elko resident Collin C. and his family of five were able to purchase their first home. Collin and his family join the hundreds of other Nevada families who were able to achieve their dreams of homeownership in 2019 and proclaim, "We are Home At Last!"

Home At Last™ gives Nevadans a trusted path to responsible homeownership. We know homeownership isn't only about getting approved and moving in – it's also about building long-term success. That's why we have Home At Last University (HAL U for short) that offers comprehensive (and required) homebuyer education. It's also why we partner with the Trio lease-to-own program, which gives almost-ready borrowers a path that's right for them. Homeownership helps Nevadans plant roots and bolster our communities' pride throughout the Silver State.

The transfer of PABC does not obligate the City of Elko in any way. It simply gives us the financing tools to ensure we can successfully offer access to affordable homeownership programs – such as the Mortgage Credit Certificate (the "MCC"), which, in turn, support your community through single-family housing financing and tax credits to homeowners to reinvest in your local economy.

Please accept this letter as our formal request to schedule this action (or consent) item for the next City Council meeting. To simplify the transfer, a draft resolution and corresponding transfer certificate is attached. Within five (5) days of approval, please email a copy of the signed resolution and transfer certificate to Diane@NVRural.org and mail the original documents to:

**Attn: Carrie Foley
Nevada Department of Business & Industry
3300 W. Sahara Ave., Suite 425
Las Vegas, NV 89102**

If you have any questions about the transfer, please consult your counsel or NRHA's bond counsel, Ryan Bowen at (312) 845-3277.

With Sincere Gratitude,

**William L. Brewer
Executive Director**

Enclosures: 2

Attachment 1: Resolution

Attachment 2: Transfer Certificate



3695 Desatoya Drive, Carson City, NV 89701 • P: 775-887-1795 • F: 775-887-1798
TDD: 800-545-1833 ext. 545 • nvrural.org • HAL@nvrural.org
This institution is an equal opportunity provider and employer.



RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELKO, NEVADA PROVIDING FOR THE TRANSFER OF THE CITY'S 2020 PRIVATE ACTIVITY BOND VOLUME CAP TO THE NEVADA RURAL HOUSING AUTHORITY; AND OTHER MATTERS RELATED THERETO

WHEREAS, pursuant to the provisions of Chapter 348A of the Nevada Revised Statutes ("NRS") and Chapter 348A of the Nevada Administrative Code ("NAC"), there has been allocated to the City of Elko, Elko County, Nevada (the "City," "County" and "State," respectively), the amount of \$1,101,228.24 in tax-exempt private activity bond volume cap for year 2020 (the "2020 Bond Cap"); and

WHEREAS, the Nevada Rural Housing Authority (the "NRHA"), has requested that the City transfer its 2020 Bond Cap to the NRHA for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income ("Single Family Programs"); and

WHEREAS, the City is a local government as defined by NAC 348A.070; and

WHEREAS, Section 348A.180 of the NAC provides a procedure whereby the City may, by resolution, transfer to any other local government located within the same county, all or any portion of its 2020 Bond Cap; and

WHEREAS, pursuant to NRS 315.983(1)(a), the NRHA is an instrumentality, local government and political subdivision of the State; and

WHEREAS, the NRHA is located within the County, pursuant to NRS 315.963, which defines the NRHA's area of operation as "any area of the State which is not included within the corporate limits of a city or town having a population of 150,000 or more."

NOW, THEREFORE, the City Council of the City does hereby find, resolve, determine and order as follows:

Section 1. Recitals. The recitals set forth herein above are true and correct in all respects.

Section 2. Transfer of Private Activity Bond Volume Cap. Pursuant to NAC 348A.180, the City hereby transfers its 2020 Bond Cap in the amount of \$1,101,228.24 to the NRHA for its Single Family Programs.

Section 3. Use of 2020 Bond Cap. The NRHA will use the 2020 Bond Cap for single family purposes in calendar year 2020 or carry forward any remaining amount according to the Internal Revenue Code of 1986, as amended, for such purposes.

Section 4. Representative of City. Pursuant to NAC 348A.180(1), the Director of the State of Nevada Department of Business and Industry (the “Director”) may contact Curtis Calder, City Manager, City of Elko, regarding this Resolution at (775) 777-7100 or by email at CityManager@ElkoCityNV.Gov or in writing 1751 College Avenue, Elko, Nevada 89801.

Section 5. Additional Action. The Mayor and Clerk of the City are hereby authorized and directed to take all actions as necessary to effectuate the transfer of the 2020 Bond Cap, and carry out the duties of the City hereunder, including the execution of all certificates pertaining to the transfer as required by NAC Ch. 348A.

Section 6. Direction to the NRHA. The NRHA shall notify the Director in writing as soon as practicable of the occurrence or nonoccurrence of any term or condition that would affect the disposition of the 2020 Bond Cap.

Section 7. Representative of the NRHA. Pursuant to NAC 348A.180(3), the Director may contact Diane Arvizo, Director of Homeownership Programs of the NRHA regarding this Resolution at (775) 886-7900 or by email at Diane@NVRural.Org or in writing at Nevada Rural Housing Authority, 3695 Desatoya Drive, Carson City, Nevada 89701.

Section 8. Obligation of the City. This Resolution is not to be construed as a pledge of the faith and credit of or by the City, or of any agency, instrumentality, or subdivision of the City. Nothing in this Resolution obligates or authorizes the City to issue bonds for any project or to grant approvals for a project or constitutes a representation that such bonds will be issued.

Section 9. Enforceability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution. This Resolution shall go into effect immediately upon its passage.

ADOPTED, SIGNED AND APPROVED this ____ day of _____, 2020.

CITY OF ELKO, NEVADA

By _____
Reece Keener, Mayor

ATTEST:

By _____
Kelly Wooldridge, City Clerk

CERTIFICATE OF TRANSFER OF VOLUME CAP

I, Kelly Wooldridge, am the duly chosen and qualified City Clerk of the City of Elko, Nevada (the "*City*") and in the performance of my duties as City Clerk do hereby certify to the Office of Business Finance and Planning in accordance with Section 348A.260 of the Nevada Administrative Code ("*NAC*"), that the private activity bond volume cap allocated to the City in the amount of \$1,101,228.24 has been transferred as follows:

\$1,101,228.24 has been transferred pursuant to NAC 348A.180 from the City, a local government, located in Elko County to the Nevada Rural Housing Authority, a local government, located within Elko County for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income.

This certificate is being filed within five (5) days of the transfer being made in accordance with NAC 348.260.

CITY OF ELKO, NEVADA

By _____
Kelly Wooldridge, City Clerk

cc: Diane Arvizo, Nevada Rural Housing Authority



A Program of
**Nevada Rural
Housing Authority**
HomeAtLast.org

Home At Last™

A Program of the Nevada Rural Housing Authority

The Nevada Rural Housing Authority's mission is to promote, provide and finance affordable housing opportunities for all rural Nevadans.

Home At Last™ homeownership programs provide rural Nevadans with access to affordable homeownership opportunities, which is a key component to successful economic development throughout the state. We recognize the tremendous value in working with our local communities and your commitment to helping ensure every citizen has a home they can afford – it's part of what makes rural Nevada a great place to live!



HOME AT LAST™ PROGRAM

(Since 2006 Launch)

\$1.8 BILLION
Mortgages Provided

9,000 FAMILIES ASSISTED
Mortgage Credit Certificates
Down Payment Assistance

\$52.1 MILLION
Down Payment Assistance Provided

\$27.7 MILLION
Tax Savings to Homeowners
Reinvested in Local Communities



\$8.9 Million in PABC Transfers from the City of Elko to NRHA since 2006



\$544,000 in Federal Tax Savings to Homeowners in the City of Elko since 2006



\$2.3 Million in Down Payment Assistance to Homebuyers in the City of Elko since 2006



392 Home At Last™ Families Assisted in the City of Elko since 2006

**Home At Last™
Impact
City of Elko**

\$83.4
Million in
Loan Volume

This institution is an equal opportunity provider and employer.





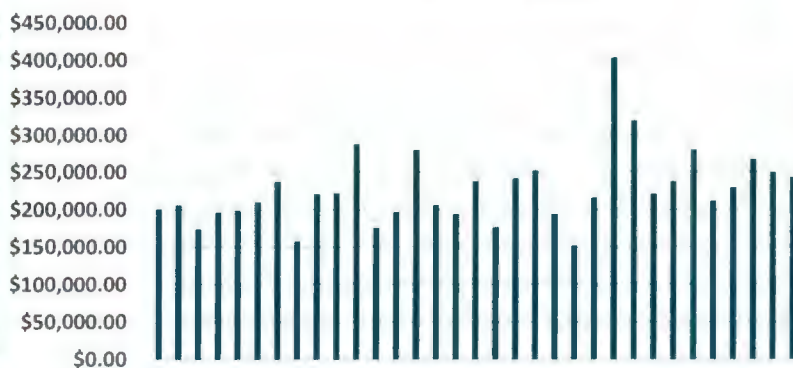
A Division of
Nevada Rural
Housing Authority
HOUSING FINANCING

Home At Last™ in Your Community

Pursuant to NRS 315 et. seq., NRHA operates under the oversight of a board of commissioners appointed by the Nevada Association of Counties and Nevada League of Cities and Municipalities and is defined as an instrumentality, local government and political subdivision of the State, exercising public and essential governmental functions. NRHA's area of operation is defined as communities with population below 150,000.

Community	Loan Volume Since 2006	Families Assisted Since 2006
Elko	\$83,411,448	392
Spring Creek	\$65,285,177	316
Carlin	\$4,720,597	32
Wendover	\$3,281,528	22
Wells	\$2,241,502	15
Lamoille	\$907,507	3
Charleston	\$123,068	1
Total	\$159,970,827	781
Home At Last™ Programs	Loan Volume Since 2006	Families Assisted Since 2006
Down Payment Assistance	\$147,345,482	718
Mortgage Credit Certificates	\$12,625,345	63
Total	\$159,970,827	781

Loan Amounts - 2019 to 2020 YTD

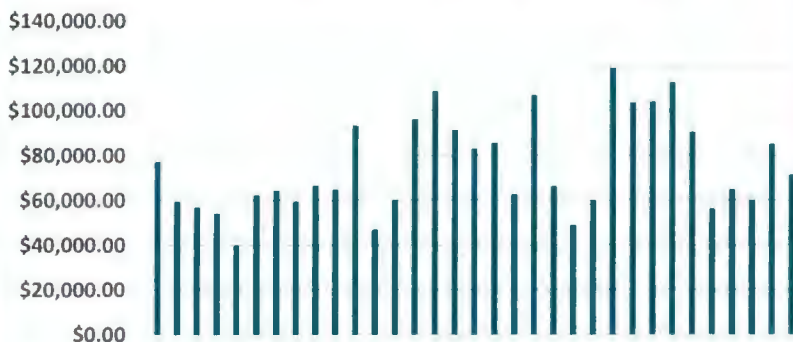


Average 2019 Credit Score in
Elko City: 703

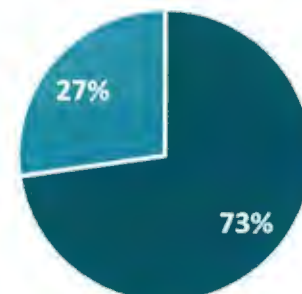
Average 2019 Loan Size in
Elko City: \$227,306

Average 2019 Household Income in
Elko City: \$75,273

Household Income - 2019 to 2020 YTD



PROPERTY TYPE



- 1 Unit Single Family Housing
- Manufactured Housing

This institution is an equal opportunity provider and employer.





A Program of
**Nevada Rural
Housing Authority**
HOUSING AUTHORITY

Home At Last™ in Elko City

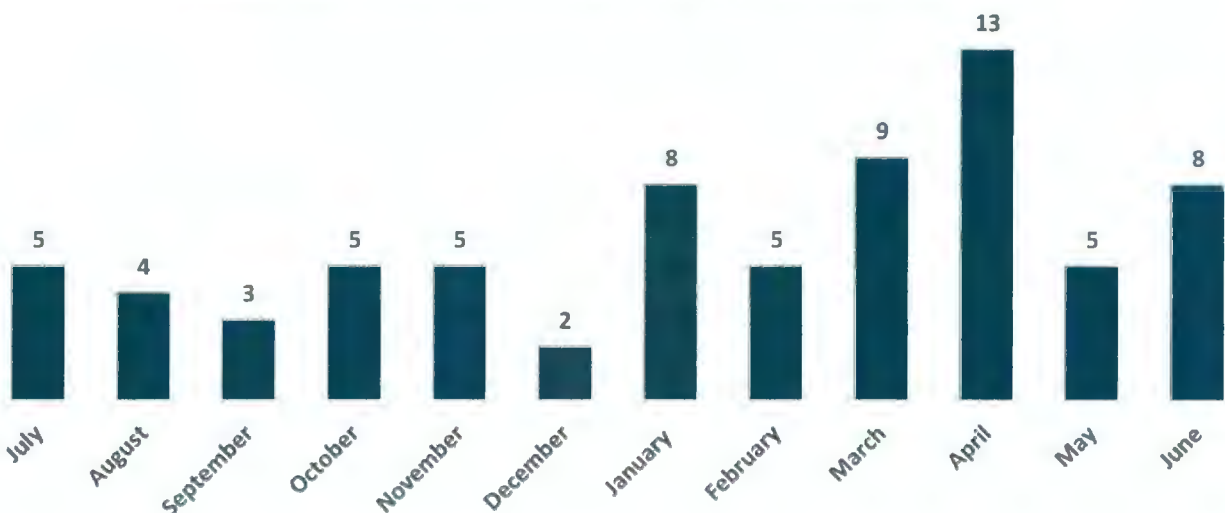
As a national award-winning program, Home At Last™, a program of the Nevada Rural Housing Authority (NRHA) provides unprecedented access to affordable credit, resulting in more doors being opened to rural Nevadans owning a home of their own. Private activity bond cap enables NRHA to support your community by providing affordable single-family home financing to low- and moderate-income households.

Home At Last™ Activity – City of Elko

July 2019 to June 2020 (YTD)

72 Families Assisted

Down Payment Assistance & Mortgage Credit Certificates



Home At Last™ Activity – City of Elko

July 2019 to June 2020 (YTD)

\$17,274,262 in Mortgages Provided





A Division of
Nevada Rural
Housing Authority
Established 1984

Home At Last™ University

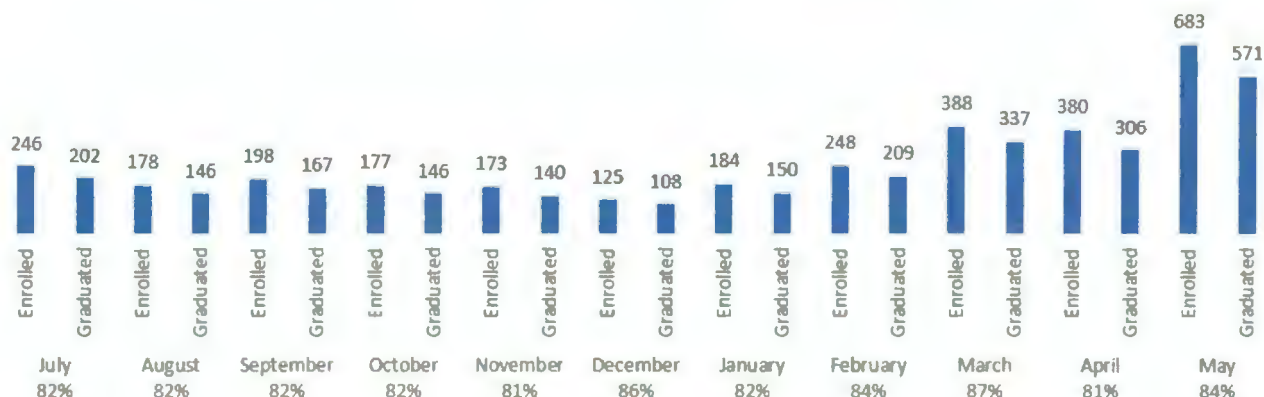
In 2019, NRHA launched another innovative solution to help further its mission – *Home At Last™ University* (HAL U for short), an online education platform for homebuyers, realtors and lenders. During the COVID-19 pandemic, with its 24/7 access, HAL U continued to prepare homebuyers, train realtors and support lenders. Now, NRHA is expanding HAL U to provide HUD required Housing Choice Voucher (Section 8) briefings to tenants who are unable to meet case workers in person.



Top Lenders in Elko County

- Guild Mortgage
- Flagstar Bank, FSB
- Academy Mortgage Corporation
- First Colony Mortgage Corporation

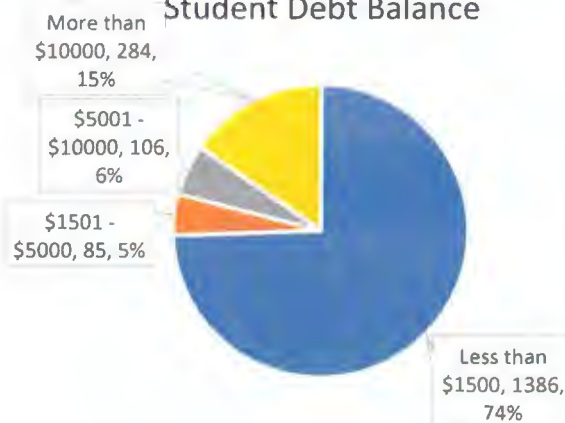
Enrollment & Graduation Rate by Month



Student Debt



Student Debt Balance



**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of an Agreement between the City of Elko, and the International Union of Operating Engineers, Local 3, July 1, 2020 – June 30, 2021, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 14, 2020**
3. Agenda Category: **PERSONNEL**
4. Time Required: **10 Minutes**
5. Background Information: **The City of Elko has concluded negotiations for FY 2020/2022. A redlined copy of the proposed Collective Bargaining Agreement has been included in the agenda packet for review. SS**

Note: This portion of the meeting may be closed pursuant to NRS 288; therefore the Council may move to adjourn the meeting prior to consideration of this item.

6. Budget Information:
 Appropriation Required: N/A
 Budget amount available: N/A
 Fund name: N/A
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Draft Collective Bargaining Agreement (Redline); Fiscal Impact Disclosure (NRS 288.153)**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Susie Shurtz, Human Resources Manager**
11. Committee/Other Agency Review: N/A
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. **Title: Review, consideration, and possible authorization for Staff purchase a Caterpillar D6 Dozer with GPS System, through Sourcewell Purchasing, from Cashman Equipment Company in the amount of \$476, 341.56, and matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: July 14, 2020**
3. **Agenda Category: APPROPRIATION**
4. **Time Required: 5 Minutes**
5. **Background Information: This purchase was budgeted for and approved in the FY 2020/21 Budget. Caterpillar has a current Sourcewell Contract #032119-CAT, which is in effect through May 13, 2023, available for this unit. DS**
6. **Budget Information:**

Appropriation Required: \$476,341.56
Budget amount available: \$500,000.00
Fund name: Capital Equipment/Solid Waste Department
7. **Business Impact Statement: Not Required**
8. **Supplemental Agenda Information: Quote from Cashman Equipment Company, City of Elko Certificate of Membership in Sourcewell, Sourcewell's Contract Acceptance and Award, and Sourcewell's Proposal Opening Record.**
9. **Recommended Motion: Authorize Staff to purchase a Caterpillar D6 Dozer with GPS System from Cashman Equipment Company, through Sourcewell Purchasing in the amount of \$476,341.56.**
10. **Prepared By: Dennis Strickland, Public Works Director**
11. **Committee/Other Agency Review:**
12. **Council Action:**
13. **Agenda Distribution: Shane Fertig, Landfill Superintendent**
sfertig@elkocitynv.gov
Chad French, Cashman Equipment Company
[Need Email or Mailing Address]



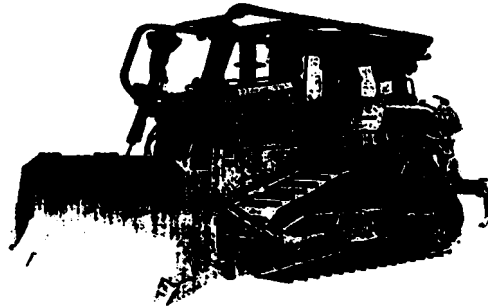
126595-01

June 23, 2020

THE CITY OF ELKO

1751 COLLEGE AVENUE
ELKO, Nevada 89801-3459

Attention: Shane Fertig



Dear Shane Fertig,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Cat Model: D6 Track Type Tractor with all standard equipment in addition to the additional specifications listed:

STOCK NUMBER: New

SERIAL NUMBER: New

YEAR: New

SMU: New

Thank you for your interest in Cashman Equipment and Caterpillar products for your business needs. Our goal is to be a value added partner in your success. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Chad French

Chad French
Machine Sales Representative
Cashman Equipment Company
ChadFrench@cashmanequipment.com
775-385-5834

One (1) New Cat Model: D6 Track Type Tractor with all standard equipment in addition to the additional specifications listed:

STANDARD EQUIPMENT

POWERTRAIN -Enhanced Full Auto Shift -Torque Divider, Lock up -Transmission, Electronically Controlled -Powershift, 4 Speed -Shift Management -Automatic Directional and Downshift -Controlled Throttle, Load Compensated -Decelerator and Brake Pedals -Powertrain Control Module -Throttle Dial, Electronic -Bi-Directional Shift Dial -C9 3B diesel engine -EPA/ARB Tier 4 final -certified engine with aftertreatment -Air cleaner, Strata tube precleaner -with dust ejection -Air filter w/electronic service -indicator -Aftercooler, air to air (ATAAC) -Coolant, extended life -Fan, hydraulic reversing, cold weather -Final drives, double reduction -planetary -Radiator, aluminum bar plate -Fuel priming pump, electric -Parking brake, electronic -Starting aid, ether ready, automatic -Turbocharger -Fuel water separator -Ecology drain

UNDERCARRIAGE -Carrier rollers -Equalizer bar, maintenance free -Rollers, lifetime lubricated -Track, lifetime lubricated -Track roller frames, tubular -Track adjusters, hydraulic -Sprocket rim segments, replaceable -

ELECTRICAL -LED lights, 6 standard -Alarm, backup -Alternator, 150 AMP -Batteries, 2 maintenance free 12V -(1400 cca) (24V system), heavy duty -Converter, two 10 amp 12V outlets -Starter, heavy duty, 24V -Horn, forward warning -Light, work, underhood -

OPERATOR ENVIRONMENT -One piece cab, sound suppressed, -Integrated roll over protection(IROPS), -adjustable operator controls and -armrests, cab mounted modular HVAC -system, and screen ready. -Cup holders -Lunchbox storage -Electro-hydraulic implement -steering controls -Full color LCD display, 254mm(10in) -integrated with rear camera -Foot pads, dash -Mirror, rearview -Seatbelt, retractable 76mm(3 in) -Wipers -Glove box -Radio, AM/FM -

OTHER STANDARD EQUIPMENT -Ripper ready rear hydraulics -30 minute cab removal -Ladder, rear access -Mounting provision for grease gun, -shovel and fire extinguisher -CD ROM parts book -Engine enclosures, perforated -hinged, removable -Bottom guards, hinged, removable -Ground level service center with -remote electrical disconnect, -secondary shutdown switch & hour meter -Hood, perforated -Hydraulics, independent steering -and implement -Hydraulics, load sensing, dozer lift -and tilt -Product link, Cellular PLE742 -Radiator doors, perforated, hinged, -louvered -S.O.S sampling ports -Vandalism protection for fluid -compartments and battery box -

MACHINE SPECIFICATIONS

D6 20A LGP VPAT TTT CFG5	464-5811
LANE 2 - AVAILABLE FROM EAST PEORIA FACTORY	
LANE 3 - AVAILABLE FROM EAST PEORIA FACTORY	
90 inch gauge. 8 roller track frame. 10 roller track frame optional	
for fine grading applications.	
Up to 30 inch track shoes available.	
Low ground pressure (6.0 psi) capability.	
AVAILABLE FOR: Australia / New Zealand dealers ONLY when ordered	
with Sweeps or Forestry Arrangement.	
LANE 3 ORDER	0P-9003
BASIC ARRANGEMENT	464-5587
FINAL DRIVE, 90"(2286 MM), GRD	464-5187
PRECLEANER, WITH SCREEN	464-5557
OIL DRAIN, BASIC	460-4590
TRACK, 760MM/30" ES TRAP HDXL	545-3976
FAN, REVERSING, VPAT	471-0420
HYDRAULICS, VPAT	464-5464
CONTROL, RIPPER	464-5459
ALTERNATOR, 150 AMP	464-5174
LIGHTS, 6 LED, VPAT	571-6186
CAB, STANDARD	564-0762
SEAT, STANDARD	470-7252
VISIBILITY ARR. SINGLE CAMERA	565-0836
ARO W/ASSIST	464-5453
CONTROL, ARO/GRADE W/3D, VPAT	464-5759
FUEL TANK, BASIC	522-7680
GUARD, BOTTOM, VPAT	471-6558
ENCLOSURE, ENGINE, VPAT	471-0418
RIPPER, HIGH LIFT	458-2640
GRAB HANDLES, HEAVY DUTY, VPAT	505-6967
WATER JACKET HEATER, 110V	472-5602
FLUIDS, STD OIL, -35F	464-5283
FILM, WARNING, ANSI	555-5500
PROD LINK,DUAL PLE782	509-4114
GUARD, FUEL TANK	522-7670
SEALS, HIGH DEBRIS, VPAT	581-7411
VPAT DOZER PACKAGE	538-1329
BLADE, LGP VPAT	538-1334
TOOTH, CURVED	9J-8926
PACK, DOMESTIC TRUCK, MTTT	0P-8025

WARRANTY & COVERAGE

Standard Warranty: 12 month/unlimited hours *All standard warranties include travel time & mileage for first twelve months. Scheduled Oil sampling is required during entire warranty period. Travel time & mileage is not included during the standard warranty period on Cat utility vehicles (UTVs).

SALES PRICE LIST		\$553,046.00
Less 23% Sourcewell Discount awarded to Caterpillar 032119-CAT	-\$127,200.58	
SUBTOTAL		\$425,845.42
Add GPS System from SITEC NEVADA	+\$61,435.50	
TOTAL		\$487,280.92
Less Additional Cashman Discount	-\$10,939.36	

Grand Total FOB City of Elko Landfill **\$476,341.56**

F.O.B/TERMS:
Elko

Accepted by _____ on _____

Signature

Certificate of Membership

This certificate entitles you to purchase from competitively solicited contracts. You will save time and money by using Sourcewell contracts, while buying the quality products you want from nationally recognized vendors.

Together, we are Sourcewell.

Our membership team is ready
to help you every step of the way.
Contact us for more information.

Sourcewell 

Sourcewellinc.com

877-585-9706

City of Elko

Member # 85569



Chad Cook, PhD, Executive Director, CEO

August 12, 2019

City of Elko
Dennis Strickland
1751 College Ave
Elko NV 89801

City of Elko Member Number: 85569

Dennis:

Welcome to Sourcewell!

You can now choose from thousands of goods and services already on cooperative contracts. We've competitively solicited and awarded contracts to hundreds of nationally recognized vendors on your behalf. As a Sourcewell member, you'll save time and money just by using our contracts, and it's as quick and easy as filling out a purchase order. Go to www.sourcewell-mn.gov to start browsing our most current list of vendors. All the information you need is found under the Cooperative Purchasing tab at the top, including a step-by-step guide on how to use our contracts, and where to find the documents to satisfy your own procurement process.

At Sourcewell, we value our relationship with you, our member. We are intentionally operating under a new brand with a new website because we want to make it easier for you to find us and to find the products and services you need. If you have any questions, our membership team is ready to advise you every step of the way by email or on the phone.

Together, we are Sourcewell!

membership@sourcewell-mn.gov 877-585-9706

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

CPDPA13900489
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coquette

7E4288F817A84CC
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc.

Authorized Signatory's Title North American Industry Manager

[Signature]
VENDOR AUTHORIZED SIGNATURE

Patrick Keams
(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT



Proposal Opening Record

Date of opening: March 22, 2019

The public opening of all responses received to the Request For Proposal #032119 for the procurement of HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES was witnessed by the following individuals:

Carol Jackson, Sourcewell
Sheila Christoffersen, Sourcewell
Kim Austin, Sourcewell
Steff Haataja, Sourcewell
Greg Grunig, Sourcewell
Craig West, Sourcewell
James Voelker, Sourcewell
Michael Munoz, Sourcewell
Scott Carr, Sourcewell
Chris Robinson, Sourcewell
Josh Meech, Sourcewell

Responses were received from the following:

BOMAG Americas, Inc. - received 3/21/19 at 11:25:14 AM
Proposer deemed responsive

Caterpillar Inc. – received 3/15/19 at 11:08:37 AM
Proposer deemed responsive

CNH Industrial America LLC – received 3/15/19 at 11:08:27 AM
Proposer deemed responsive

Doggett Heavy Machinery - received 3/20/19 at 11:48:28 AM
Proposer deemed Level-One Non-Responsive
Form A not completed
Form C not signed
Form P not completed

Doosan Infracore North America, LLC – received 3/19/19 at 11:33:03 AM
Proposer deemed responsive

Dynapac North America LLC – received 3/20/19 at 11:05:58 AM
Proposer deemed responsive
Certificate of Insurance omitted

Grove U.S. L.L.C. (dba Manitowac) - received 3/19/19 at 11:17:18 AM
Proposer deemed responsive

Hyundai Construction Equipment Americas, Inc. – received 3/20/19 at 11:05:26 AM
Proposer deemed responsive

John Deere Construction Retail Sales - received 3/19/19 at 11:17:12 AM
Proposer deemed responsive



Kobelco Construction Machinery USA, Inc. – received 3/12/19 at 11:55:55 AM

Proposer deemed responsive

Komatsu America Corp. – received 3/19/19 at 11:32:55 AM

Proposer deemed responsive

Link Belt Cranes - received 3/21/19 at 11:25:06 AM

Proposer deemed responsive

Roadtec, Inc – received 3/19/19 at 11:32:46 AM

Proposer deemed responsive

Volvo Construction Equipment North America, LLC – received 3/18/19 at 11:45:54 AM

Proposer deemed responsive

Addendum One omitted

Volvo Construction Equipment North America, LLC – received 3/20/19 at 11:48:32 AM

Proposer deemed responsive

Addendum One added to original proposal

Wirtgen America, Inc. – received 3/20/19 at 11:05:34 AM

Proposer deemed responsive

Proposals are evaluated first on level-one responsiveness and that determination is noted above. Level-one responsiveness requires, among other things, that the response be received before the deadline for the submission and that the response include completed copies (with signatures) of the requested forms.

Proposers that are deemed level-one responsive must provide any missing documentation or remedy a noted deficiency within a reasonable time in order to remain responsive. Respondents must not provide additional substantive information when sending missing documentation.

DocuSigned by:
James Voelker
15F6CCFFA61E4A0..

James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
6EE63AEDED5F48E..

Carol Jackson, Procurement Analyst III

**Elko City Council
Agenda Action Sheet**

1. **Title: Review, consideration, and possible authorization for Staff to purchase a new engine for the Landfill Caterpillar Compactor, from Cashman Equipment Company, and matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: July 14, 2020**
3. **Agenda Category: APPROPRIATION**
4. **Time Required: 5 Minutes**
5. **Background Information: This is a sole source purchase, the engine is only available from Caterpillar Equipment Company. DS**
6. **Budget Information:**

Appropriation Required: \$80,925.00
Budget amount available: \$95,000.00
Fund name: Landfill Capital Equipment Fund
7. **Business Impact Statement: Not Required**
8. **Supplemental Agenda Information: Copy of quote from Cashman Caterpillar Equipment Company.**
9. **Recommended Motion: Authorize Staff to purchase a new engine for the Landfill Caterpillar Compactor from Cashman Equipment Company. This engine will have the standard one-year unlimited hours warranty.**
10. **Prepared By: Dennis Strickland, Public Works Director**
11. **Committee/Other Agency Review:**
12. **Council Action:**
13. **Agenda Distribution: Shane Fertig, Landfill Superintendent
sfertig@elkocitynv.gov**



ELKO, CITY OF
1751 COLLEGE AVE
ELKO

CUSTOMER NO.	PROPOSAL NO.	DATE	CONTACT
027120	80759	6/17/2020	SHANE FERTIG
PHONE NO.	FAX NO.	EMAIL	
(775) 777-7396		sfertiq@elkocitynv.gov	
MODEL	MAKE	SERIAL NO.	
826H	AA	0AWF00300	
UNIT NO.	HOURS	WO NO.	P.O. NO.
	17030		
Note			
<p>THIS BUDGET PROPOSAL IS AN APPROXIMATION OF CHARGES TO CUSTOMER BASED UPON INFORMATION CUSTOMER PROVIDED FOR WORK TO BE COMPLETED. THIS PROPOSAL SHALL BE VALID FOR THIRTY (30) DAYS AFTER THE PRESENTATION DATE, AFTER WHICH THE OFFER TO ENTER INTO THIS AGREEMENT WILL AUTOMATICALLY EXPIRE UNLESS EXTENDED IN WRITING BY CASHMAN EQUIPMENT COMPANY. PRICING IS SUBJECT TO CHANGE WITH ANY MODIFICATION TO THE SCOPE OF WORK PRIOR TO CUSTOMER'S ACCEPTANCE OF THIS PROPOSAL. ANY PURCHASES MADE PURSUANT TO THIS PROPOSAL ARE SUBJECT TO CASHMAN EQUIPMENT COMPANY'S TERMS AND CONDITIONS AVAILABLE AT WWW.CASHMANEQUIPMENT.COM/TERMS.</p>			

SEGMENT: 01 REMOVE & INSTALL RADIATOR
 NOTES:
 REMOVE & INSTALL RADIATOR:
 CUSTOMER WILL SEND TO A1 RADIATOR SHOP FOR REPAIRS

Parts

Total Estimated Parts: 1,625.00

Labor

Total Estimated Labor: 2,556.00

Labor Summary

Segment 01 Total: 4,181.00

SEGMENT: 02 REMOVE & INSTALL ENGINE
 NOTES:
 R & I ENGINE W/O TRANSMISSION
 INCLUDES: HOSE SEALS, COMPONENT MOUNTS, STARTER,
 ALTERNATOR, BELT, & AIR FILTERS

Parts	Total Estimated Parts:	1,850.00
Labor	Total Estimated Labor:	8,520.00
Labor Summary		
	Segment 02 Total:	10,370.00

SEGMENT: 03 **REPLACE WITH NEW ENGINE**
NOTES:
LABOR IS TO UNPACKAGE & PACKAGE ENGINE FOR CORE
RETURN, SWAPPING THE COMPONENTS FROM OLD ENGINE TO
NEW ENGINE.

Parts	Total Estimated Parts:	63,250.00
Labor	Total Estimated Labor:	1,988.00
Labor Summary		
Misc	Total Estimated Misc:	0.00
	Segment 03 Total:	65,238.00

SEGMENT: 04 **TEST/CHECK & ADJUST MACHINE**
NOTES:

Parts	Total Estimated Parts:	0.00
Labor	Total Estimated Labor:	1,136.00
Labor Summary		
Misc	Total Estimated Misc:	0.00
	Segment 04 Total:	1,136.00

SEGMENT: 99 **TRAVEL TO/FROM MACHINE**
NOTES:
ESTIMATED 7 TRIPS TOTAL

Parts	Total Estimated Parts:	0.00
Labor	Total Estimated Labor:	0.00

Labor Summary
Misc

Total Estimated Misc: 0.00

Segment 99 Total: 0.00

Total Segments: 80,925.00

SUB TOTAL (BEFORE TAXES) 80,925.00

PO#: _____ Authorized Name: _____ (signature)

Date: _____ (print)

Thank you for this opportunity to serve your company

CONTACT INFORMATION:

Prepared by: Randy Hunt Phone: 775-385-2337 Email: RandyHunt@cashmanequipment.com Fax:

This Proposal is an approximation of charges to customer based upon information customer provided for work to be completed. This Proposal shall be valid for thirty (30) days after the date set forth above, after which the offer to enter into this agreement will automatically expire unless extended in writing by Cashman Equipment Company. Customer's acceptance of this Proposal after its expiration shall become an offer by customer to Cashman Equipment Company, which Cashman Equipment Company may accept or reject. Pricing is subject to change with any modification to the scope of work prior to customer's acceptance of this Proposal. Any purchases made pursuant to this Proposal are subject to Cashman Equipment Company's Terms and Conditions available at www.CashmanEquipment.com/terms.

Ask me about our 0% financing options on parts and labor.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible authorization for Staff solicit bids for new scales for the City of Elko Landfill, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 14, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **In 2014, the City performed a scale extension adding to a 30-year-old existing set of scales. At this time, we are seeing excessive wear on the 30-year-old scales. The scales cannot be adjusted or repaired in order to be properly calibrated to meet State requirements; therefore, the scales need to be replaced. As part of this project, we will also be replacing the computer displays, as they also need to be updated. DS**
6. Budget Information:
 Appropriation Required: **Approximately \$200,000.00**
 Budget amount available: **\$200,000.00**
 Fund name: **Landfill Capital Equipment Fund**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Authorize Staff to solicit bids for new scales for the City of Elko Landfill.**
10. Prepared By: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Shane Fertig, Landfill Superintendent**
 sfertig@elkocitynv.gov

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible authorization for Staff to purchase an International CV515 SFA Hooklift Flex 36 Truck, through Sourcewell Purchasing, from Rush Truck Center of Idaho in the amount of \$98,760.90, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 14, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **This purchase was budgeted for and approved in the FY 2020/21 Budget. Rush Truck has a current Sourcewell Contract #081716-NV, which is effective through November 15, 2020. DJ**
6. Budget Information:

Appropriation Required: \$ 98,760.90
Budget amount available: \$175,000.00
Fund name: Sewer
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Quote from Rush Truck Center, City of Elko Certificate of Membership in Sourcewell, Sourcewell's Contract Acceptance and Award.**
9. Recommended Motion: **Authorize Staff to purchase an International CV515 SFA Hooklift Flex 36 Truck from Rush Truck Center of Idaho, through Sourcewell Purchasing in the amount of \$98,760.90.**
10. Prepared By: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:



CV515 SFA

Sales Proposal For:

City of Elko Sourcewell contract #081716-NV

Presented By:

RUSH TRK CTR OF ID

Description	F/R Wt (lbs)	Tot Wt (lbs)
Base Chassis, Model CV515 SFA with 199.00 Wheelbase, 83.80 CA, and 49.00 Axle to Frame.	4671/2886	7557

AXLE CONFIGURATION

AXLE CONFIGURATION (Navistar) 4x4	0/0	0
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Notes

: Pricing may change if axle configuration is changed.

ENGINE

ENGINE, DIESEL (International 6.6) EPA 2017, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)	0/0	0
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Includes

: GLOW PLUG Automatic with Indicator Light

: OIL FILTER, ENGINE Spin-On Type

RADIATOR Aluminum; 3-Row, Down Flow, Front to Back System, 730 SqIn Louvered, with 578 SqIn Charge Air Cooler, with In-Tank Transmission Cooler	0/0	0
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FAN DRIVE Viscous Screw On Type, Rear Tether, Electronically Controlled	0/0	0
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AIR CLEANER Single Element, with Water Separator	0/0	0
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BLOCK HEATER, ENGINE 120V/800W	0/0	0
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EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations	0/0	0
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FEDERAL EMISSIONS (International 6.6) EPA, OBD and GHG Certified for Calendar Year 2020	0/0	0
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GOVERNOR Electronic Road Speed Type; with 75 MPH Default	0/0	0
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THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic Controlled, On/Off Switch Mounted on Dash, with Steering Wheel Button Control	0/0	0
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TRANSMISSION

TRANSMISSION, AUTOMATIC (Allison 1750 RDS) 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 19,500-lb GVW and 37,500-lb GCW Max, On/Off Highway	0/0	0
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PTO LOCATION Customer Does Not Intend to Install PTO	0/0	0
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TRANSFER CASE (Meritor MTC-3203) 2-Speed, Gear Drive, 3,000 lb-ft Torque Rating, Less PTO Provision, Electric Shift Control	159/29	188
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Notes

: Transfer Case Includes 40W Synthetic Lube

REAR AXLES, SUSPENSIONS

AXLE, REAR, SINGLE (Dana Spicer S14-110) Single Reduction, 13,500-lb Capacity, 190 Wheel Ends . Gear Ratio. 4.30	0/0	0
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SUSPENSION, REAR, SINGLE 13,500-lb Capacity, Vari-Rate Springs	0/60	60
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FRONT AXLES

AXLE, FRONT DRIVING (Dana Spicer 60-256) Single Reduction, 7,500-lb Capacity, with Hub Piloted Wheel Mounting	155/0	155
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Description	F/R Wt (lbs)	Tot Wt (lbs)
AXLE, FRONT DRIVING, LUBE (EmGard FE-75W-90) Synthetic Oil; 1 thru 29.99 Pints	0/0	0

FRONT SUSPENSIONS

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 7,500-lb Capacity, with Shock Absorbers	8/0	8
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CABS, COWLS, BODIES

CAB Conventional 6-Man Crew Cab	336/230	566
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Includes

- : CAB DOOR LOCKS Power Door Locks All Doors
- : DOME LIGHT, CAB with OFF/DOOR/ON Settings; Located in Overhead Console
- : READING LIGHT, CAB Located in Overhead Console
- : STEP (4) One Step Per Door
- : STORAGE POCKET, DOOR (2) Full Length, Driver and Passenger Door

AIR BAG, FRONT, DRIVER SIDE	0/0	0
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AIR BAG, FRONT, PASSENGER SIDE	0/0	0
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AIR BAG, SIDE, DRIVER Seat Mounted, Outboard Side-Impact Airbag	0/0	0
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AIR BAG, SIDE, PASSENGER Seat Mounted, Outboard Side-Impact Airbag	0/0	0
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AIR BAG, SIDE CURTAIN Roof Mounted, for Front and Rear Outboard Seating Positions for Driver and Passenger Sides	0/0	0
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AIR CONDITIONER with Heater, Single Zone	0/0	0
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CAB INTERIOR TRIM Classic, for Crew Cab	0/0	0
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Includes

- : SUN VISOR (2) Vinyl

COLOR, INTERIOR Dark Ash	0/0	0
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GAUGE CLUSTER English Speedometer, Includes English Odometer; Includes 3.5" Monochromatic Display with Personalization, Warning Messages and Vehicle Information	0/0	0
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GLASS, ALL WINDOWS Solar Absorbing, Tint	0/0	0
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MIRROR, INSIDE REAR VIEW Omit	0/0	0
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MIRRORS (2) Manual Folding and Extending, Black Heads and Arms, for 96" Load Width	0/0	0
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SEAT, DRIVER High Back with Integral Headrest, with Recline, Vinyl, Fixed Lumbar	0/0	0
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SEAT, TWO-MAN PASSENGER High Back with Integral Headrest in Outboard Position, Center Fold-Down Armrest with Storage, Vinyl, with Recline	0/0	0
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SEAT, REAR BENCH, Vinyl	0/0	0
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WINDOW, POWER (4) in Left and Right Doors, Front and Rear	0/0	0
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FRAMES

FRAME RAILS High Strength Low Alloy Steel (50,000 PSI Yield), Straight Top Flange with Contoured Bottom, Height Transitions from 7.375" (187.325mm) to 9.125" (231.775mm) to 7.625" (193.675mm); Width: 3.079" (78.21mm); Thickness: 0.3125" (7.94mm); 383.3" (9735.8mm) Max OAL	92/78	170
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BUMPER, FRONT Contoured, Steel, Painted Black	0/0	0
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<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
TOW HOOK, FRONT (2) Frame Mounted	13/-1	12
WHEELBASE RANGE 185" (470cm) Through and Including 236" (600cm)	10/30	40
<u>BRAKES</u>		
BRAKE SYSTEM, HYDRAULIC (Bosch) Split System, with Four Channel ABS, Traction Control, Hydromax Brake Booster and Master Cylinder	0/0	0
BRAKE, PARKING (Bosch) DSSA Type, 12" x 3"; for Hydraulic Brake Chassis; Foot Operated in Cab; Differential Mounted	0/0	0
BRAKES, FRONT (Meritor Quadraulic) Hydraulic Disc Type, with Four 64mm Diameter Pistons, 8,000-lb Capacity	0/0	0
DUST SHIELDS, FRONT BRAKE for Hydraulic Brakes	0/0	0
BRAKES, REAR (Meritor Quadraulic) Hydraulic Disc Type, with Four 64mm Diameter Pistons, 15,500-lb Capacity per Axle	0/0	0
DUST SHIELDS, REAR BRAKE for Hydraulic Brakes	0/0	0
<u>STEERING</u>		
STEERING GEAR (Bosch S2 8014 Plus) Power	0/0	0
STEERING COLUMN Tilting	0/0	0
STEERING WHEEL 4-Spoke, 15" Dia., Black	0/0	0
<u>DRIVELINES</u>		
DRIVELINE SYSTEM (Dana Spicer) SPL100 Main Driveline, Direct Mount Transfer Case to Transmission, SPL70 Driveline to Front Axle, for 4x4	10/37	47
<u>EXHAUST SYSTEMS</u>		
EXHAUST SYSTEM Horizontal, Frame Mounted Right Side, Under Rail, for Single Exhaust	0/0	0
ENGINE EXHAUST BRAKE for International 6.6 Engine	0/0	0
MANUAL REGEN Capability	0/0	0
<u>ELECTRICAL SYSTEMS</u>		
ELECTRICAL SYSTEM 12-Volt for CV Model	0/0	0
<u>Includes</u>		
: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover		
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
: PARKING LIGHT PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
: TURN SIGNALS, FRONT Includes Reflectors and Solid State Flashers; Flush Mounted		
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Integral with Turn Signal Lever		
ALTERNATOR (Denso SC6) Brush Type, 12 Volt 220 Amp. Capacity	4/0	4
BATTERY BOX Steel, with Plastic Cover, 2 Battery Capacity, Parallel to Rail, 28" Wide, Mounted Left Side Under Cab	0/0	0
BATTERY SYSTEM (VARTA) Maintenance-Free, (2) 12-Volt 1300CCA Total, Top Threaded Stud	0/0	0

INTERNATIONAL®**Vehicle Specifications
2020 CV515 SFA (CV515)****June 24, 2020**

Description	F/R Wt (lbs) 3/1	Tot Wt (lbs) 4
BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Crew Cab at Left Frame; Includes One Sealed Connector for Separate Ground/Backup/Left and Right Hand Turn, Left and Right Hand Tail/Stop/Accessory Power and Combined for Left and Right Hand Stop/Turn		
CLEARANCE/MARKER LIGHTS (5) Amber LED Lights, Flush Mounted on Cab	0/0	0
HEADLIGHTS Halogen, Composite Aero Design, Black Trim Bezel, with Daytime Running Lights	0/0	0
HORN, ELECTRIC (2) Disc Style	2/0	2
RADIO AM/FM/Clock/Bluetooth , Seek/Scan, with 7" Color Touch Panel Display, Satellite Radio Compatible	1/0	1
SPEAKERS (6)	2/0	2
STARTING MOTOR 12 Volt	0/0	0
STOP, TURN, TAIL & B/U LIGHTS Multi-Function, Sealed, Incandescent Stop, Turn and Tail Lights, Backup Lights with Rear Reflex Reflector, Includes License Plate Light	0/0	0
SWITCH, AUXILIARY 1 to 4 Latching Switches with 30-Amp Fuses	0/0	0
TRAILER BRAKE CONTROL Integrated	5/14	19
TRAILER CONNECTION SOCKET Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps	7/-1	6
FRONT END		
FRONT END TILING , Fiberglass, with Three Piece Construction	0/0	0
BUG SCREEN Mounted Behind Grille	11/-1	10
FENDER EXTENSIONS Painted	0/0	0
GRILLE Molded in Dark Gray	0/0	0
LOGOS EXTERIOR Model Badges, Shipped Loose, Located in Cab	0/0	0
SPEEDOMETER, TOOLS, MISC		
CUSTOMER IDENTITY for National Joint Powers Alliance	0/0	0
PAINT SCHEMATIC , PT-1 Single Color, Design 100	0/0	0
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
GVWR WEIGHT CLASSIFICATION Class 5 (16,001-19,500 lbs)	0/0	0
SPECIAL RATING , GVWR Limited to 21,000-lb GVWR	0/0	0
FUEL TANKS		
FUEL TANK Top Draw, Plastic, Rectangular, 17" Tank Depth, 40 US Gal (151L), Includes Auxiliary Draw Port and Fuel Filler Assembly, Mounted Between Frame Rails and Behind Rear Axle	0/0	0
DEF TANK 6.75 US Gal (26L) Capacity, Frame Mounted Outside Right Rail, Under Cab	0/0	0
WHEELS, TIRES - FRONT		
WHEELS, FRONT (Accuride 50180) DISC; 19.5x6.75 Rims, Powder Coat Steel, 4-Hand Hole, 8-Stud, 275mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/0	0
(2) TIRE, FRONT 225/70R19.5 Load Range G HYBRID HS3 (CONTINENTAL), 649 rev/mile, 87 MPH, All-Position	-4/0	-4

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
WHEELS, TIRES - REAR		
WHEELS, REAR (Accuride 50180) DUAL DISC; 19.5x6.75 Rims, Powder Coat Steel, 4-Hand Hole, 8-Stud, 275mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/0	0
(4) TIRE, REAR 225/70R19.5 Load Range G HYBRID HD3 (CONTINENTAL), 647 rev/mile, 87 MPH, Drive	0/8	8

Services Section:**WARRANTY**

WARRANTY Standard for CV515, Effective with Vehicles Built December 3, 2018 or Later, CTS-3000A	0/0	0
Total Component Weight:	5485/3370	8855
Metroquip Stellar Flex 36 Hooklift	0/0	0
Total Body Allied:	0/0	0

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

Description	(US DOLLAR)	Price
Net Sales Price:		\$98,760.90

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date_____
Firm or Business Name_____
Authorized Signature_____
Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

CV™ SERIES

FROM START-UP TO SCALE-UP



- ▶ UTILITY
- ▶ DRY VAN
- ▶ SERVICE
- ▶ TOW
- ▶ ROLL-BACK
- ▶ AMBULANCE
- ▶ DUMP
- ▶ PLOW

Introducing the International® CV™ Series – the only class 4/5 truck designed, distributed and supported by a manufacturer that specializes in commercial trucks. That means the CV Series includes commercial-grade features like a heavy-duty, gear-driven transfer case, a single, high-strength frame rail, an available air ride rear suspension, a forward-tilting hood with easy-to-reach maintenance points, 700 ft-lb of reliable torque and a long list of details only found on a true commercial truck. And best of all, the CV Series is supported by the largest commercial dealer network in the industry with more dedicated truck bays and diesel technicians than anyone else. Smart, capable and strong, the CV Series is ready to take your business to the next level.





KEY FEATURES:

- ▶ Industry's largest commercial dealer network with the most dedicated commercial truck bays
- ▶ The forward-tilting hood provides easy access to the engine and routine service points
- ▶ Single high strength steel frame rail (50,000 PSI yield strength) is ready for upfitting
- ▶ Available air ride rear suspension provides a smooth ride and height adjustability
- ▶ The commercial-grade Hydromax Braking System is often found on larger, Class 6/7 trucks
- ▶ Powered by one of the most trusted and thoroughly-tested engine/transmission combinations in the industry with 350 HP and 700 ft-lb of torque
- ▶ GVWR up to 22,900 lbs
- ▶ International Truck Specialty Centers are available to provide quick, efficient and cost-effective custom engineering solutions
- ▶ A DriverFirst™ interior with automotive-like comfort, featuring premium interior finishes and outstanding ergonomics



REGULAR CAB



CREW CAB

GVWR

- ▶ 4x2: 16,000 - 22,900 lbs.
- ▶ 4x4: 17,500 - 22,500 lbs.

Models/BBC/BA

- ▶ CV515: 115" BBC 34" BA

Cab Configurations

- ▶ Regular Cab
- ▶ Crew Cab

Frame

- ▶ High Strength, Low Alloy Steel 50,000 PSI

Wheelbase Options

- ▶ 141" - 243"

Axle Configurations

- ▶ 4x2, 4x4

Front Axle/Suspensions

- ▶ 4x2: (Dana Spicer) 6,000 - 8,000 lbs.
- ▶ 4x4: (Dana Spicer) 7,500 lbs.

Rear Axle

- ▶ Single Rear Axle
- ▶ Dana Spicer: 10,000 - 15,500 lbs.

Rear Suspension

- ▶ Spring, Vari-Rate: 11,000 - 15,500 lbs.
- ▶ Air, International Ride Optimized Suspension (IROS): 12,000 - 15,500 lbs (4x2 only)

Electrical System

- ▶ Batteries
 - (2) Batteries 1100 - 1300 CCA
 - (3) Batteries 2250 CCA
- ▶ Alternator
 - Denso: 150 - 220 amps

Exhaust System

- ▶ Horizontal, Frame Mounted, Right Side Under Cab
- ▶ Tailpipe
 - WB greater than 141": Straight tailpipe exits right or available left side ahead of rear axle
 - 141" WB: Over rear axle exits behind rear axle

Brake System

- ▶ Hydromax with Traction Control and Four Channel ABS

Steering

- ▶ Bosch: 52 8014 Plus

Fuel Tanks

- ▶ Single, Rectangular 25 Gallon, Mounted Between Rails Forward of Rear Axle
- ▶ Single, Rectangular 40 Gallon, Mounted between Rails Behind Rear Axle
- ▶ Dual, Rectangular 25 Gallon and 40 Gallon

Engine

- ▶ International 6.6L: 350 hp @ 2700 RPM, 700 lb.-ft. of torque

Transmission

- ▶ Allison 6-speed: 1700 1750, 2700 Series
 - Available Vocational Codes: HS, RDS, EVS, MH

PTO

- ▶ Available Transmission-mounted, Right Side (requires PTO-equipped transmission)

Transfer Case (4x4)

- ▶ Meritor: 3203, 2-speed, Gear Drive, 3,000 lb.-ft. Capacity with Electric Shifting Controls, with optional skid plate

Tires

- ▶ Goodyear
- ▶ Continental

WARRANTY

- ▶ Base Chassis Warranty: 3/36k
- ▶ Base Engine Warranty: 5/100k
- ▶ Transmission Warranty: 5/Unlimited

Note: The information and conclusions contained herein are believed to be correct at time of publication, but do not necessarily apply to similar vehicles with different specifications or with production dates after the production of this publication. Vehicles with different specifications or later dates of production may yield different results. Vehicle specifications are subject to change without notice. TAD18001 8/2018

Stellar[®] Hooklift Hoists

FLEX36



TECHNICAL SPECIFICATION GUIDE

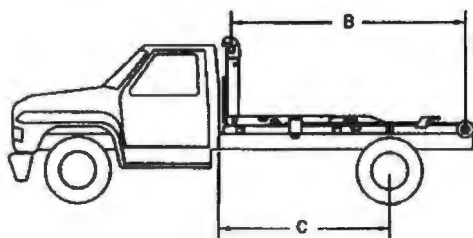
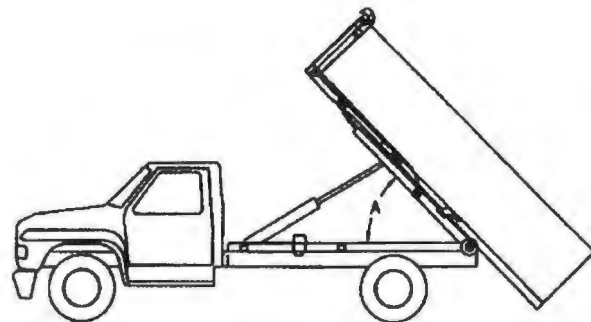
No other hooklift manufacturer currently offers the flexibility of the Flex36. The Flex36 can handle dump containers ranging from 8' to 15' and flatbeds ranging from 10' to 16' and has a lifting capacity of up to 16,000-pounds. It has a maximum dump angle of 50 degrees to 54 degrees, depending on the length of body.

The Flex36 still maintains all of Stellar Industries' safety and mechanical features, such as the in-cab controls and safety latches, to insure stability and secure attachment. All Stellar hooklift hoists feature permanently lubricated greasable bushings, zinc plated pins and an efficient low-flow / high-pressure hydraulic system.



Our People. Our Products.

STELLAR® FLEX36 HOOKLIFT HOIST

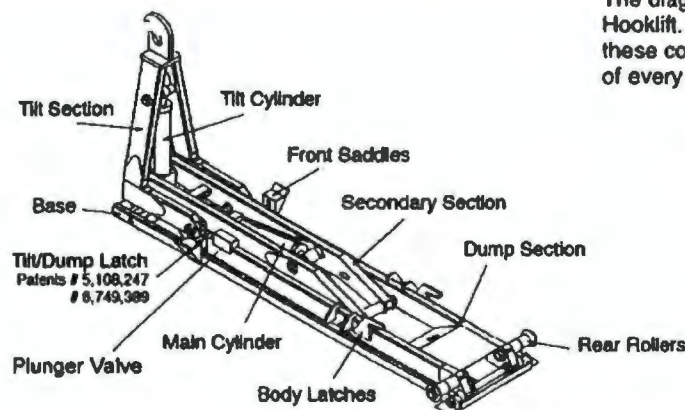


SPECIFICATION INFORMATION

- Will accommodate bodies from 8-feet up to 15-feet long and still retain the maximum rated dump angle on a 41-inch high frame truck. Longer bodies may be accommodated with reduced dumping capabilities.
- Transmission-mounted PTO and hydraulic pump required to power the hooklift.
- Standard in-cab manual controls which allow for precise metering of the manual hydraulic valve.
- Ten (10) gallon capacity frame-mounted oil reservoir.
- Maximum hydraulic flow is 16-gallons per minute.
- Patented dump/load interface on double pivot models.
- Counter balance valves to prevent cylinder movement in case of pressure loss.
- Mechanical rear body tie-down latches.
- Resettable dump/tilt tabs.
- Hydraulic rotary valve to prevent front tilt movement when the dump frame is raised.
- Permanently lubricated and greaseable bushings used throughout.
- Grease zerks at all pin points to allow purging of contaminants.
- Carbon steel and zinc plated or type 17-4 stainless steel pins used throughout.
- All weldments painted with two-part polyurethane enamel.

Item Description	60-8	84-10	108-12	120-14
A Dump Angle	54°	53°	54°	50°
B Effective Length	91" (2,311 mm)	115" (2,921 mm)	142" (3,607 mm)	151" (3,835 mm)
C Cab to Axle	60" (1,524 mm)	84"-96" (2,134-2,438 mm)	108"-120" (2,743-3,048 mm)	120"-130" (3,048-3,302 mm)
Lifting / Dumping Cap.	Up to 9,000 lb. (4,082 kg)	Up to 16,000 lb. (7,257 kg)	Up to 16,000 lb. (7,257 kg)	Up to 16,000 lb. (7,257 kg)
Shipping Weight	1,275 lb. (578 kg)	1,360 lb. (617 kg)	1,615 lb. (733 kg)	1,650 lb. (748 kg)
Rec. Body Lengths	8'-9' (2,438-2,743 mm)	10'-12' (3,048-3,658 mm)	12'-14' (3,658-4,267 mm)	13'-15' (3,962-4,572 mm)
Hook Height	35.63" (905 mm)	35.63" (905 mm)	35.63" (905 mm)	35.63" (905 mm)
Min. Truck GVWR	10,500-15,000 lb. (4,763-6,804 kg)	10,500-26,000 lb. (4,763-11,793 kg)	10,500-26,000 lb. (4,763-11,793 kg)	10,500-26,000 lb. (4,763-11,793 kg)

KEY FEATURES



The diagram shows a typical Stellar Shuttle Hooklift. Below is a detailed explanation of these components which are an integral part of every Stellar hydraulic hooklift.

- Base Section:** The base section of a Stellar Hooklift may also be called a sub-frame. All Stellar Hooklift hoists are tied together in one common framework. This base section not only adds strength to the hoist, but it places less stress concentration on the truck chassis than hook hoists without a common base. The base section also provides for a simple installation on most truck chassis.
- Body Latch:** The body latch is also referred to as the rear tie-down. Standard on Stellar Hooklift hoists are the rearward facing hooks that interface with a horizontal steel pocket or tab. As the body is pulled forward into the final storage position prior to transporting, the tabs will pull tight in the hook pockets. Hydraulic activated rear tie-downs are optional on larger Stellar Hooklift hoists.
- Dump Section:** This component of the Stellar Hooklift pivots at the rear of the hoist when interacting with the patented tabs on the tilt section. The rear body latches are attached to this component on most models. This allows the body to remain in the latches when dumping.
- Front Saddles:** Front saddles provide a place for the body to rest while the truck is in motion.
- Lift Cylinder:** The lift cylinder on a Stellar Hooklift not only lifts the body onto the truck, but it also provides the dumping movement. All Stellar Hooklift lift cylinders feature dual pilot-operated counterbalance valves which provide for optimum meter-ability and protection against sudden movement in the case of hose failure.
- Tilt/Dump Latch:** This unique patented feature is the basis of the Stellar Hooklift system. With a simple mechanical interference between the tilt section and the dump section, the pivot point is changed from the secondary section (loading/off-loading) to the rear of the truck (dumping). Resettable tabs protect the system from out-of-sequence operation.
- Rear Rollers:** With the unique Stellar Hooklift design, bodies are loaded and unloaded with a "lift and roll" movement. While unloading a body, the tilt section will lift the front of the body and roll it back. The tilt cylinder will continue rolling the body until the rear of the body contacts the ground.
- Plunger Valve:** The plunger valve will lock out all hydraulic fluid to the tilt cylinder when in the dumping mode. This prevents the accidental release of the body while dumping.
- Secondary Section:** The secondary section acts as the main pivoting member for loading/off-loading bodies. This component ties the tilt, dump and base sections together into one cohesive unit.
- Tilt Cylinder:** The tilt cylinder operates the tilt section of the Stellar Hooklift. This cylinder features a pilot-operated counterbalance valve on both extend and retract sides. The tilt section is a key component of the Stellar Hooklift. The tilt section provides the selection of dump or load/off-load. With Stellar's unique twin post design, line-of-sight visibility of the hook is available from the truck cab.

Stellar® Hooklift Reference Chart*

Model	Hook Height	Lift Capacity (lbs)	Effective Length (in)	Body Lengths (ft)	Cab-To-Axle/Trunnion
Flex36 60-8	35.63 (905 mm)	Up to 9,000 (4,082 kg)	92 (2,337 mm)	8-9 (2,438-2,743 mm)	80 C.A. (1,524 mm)
Flex36 84-10	35.63 (905 mm)	18,000 (7,257 kg)	115 (2,921 mm)	10-12 (3,048-3,658 mm)	84-96 C.A. (2,134-2,438 mm)
Flex36 108-12	35.63 (905 mm)	18,000 (7,257 kg)	142 (3,607 mm)	12-14 (3,658-4,267 mm)	108-120 C.A. (2,743-3,048 mm)
Flex36 120-14	35.63 (905 mm)	18,000 (7,257 kg)	161 (3,835 mm)	13-15 (3,962-4,572 mm)	120-130 C.A. (3,048-3,302 mm)
108-12-20/36	35.63 (905 mm)	20,000 (9,072 kg)	126 (3,200 mm)	12-13.5 (3,658-4,115 mm)	102-108 C.A. (2,591-2,743 mm)
108-11-20	54 (1,372 mm)	20,000 (9,072 kg)	127 (3,228 mm)	11-13.5 (3,353-4,115 mm)	102-108 C.A. (2,591-2,743 mm)
120-16-20	54 (1,372 mm)	20,000 (9,072 kg)	146 (3,708 mm)	12.5-15 (3,810-4,572 mm)	114-130 C.A. (2,896-3,302 mm)
138-18-20	54 (1,372 mm)	20,000 (9,072 kg)	171 (4,343 mm)	14.5-17 (4,420-5,182 mm)	130-144 C.A. (3,302-3,658 mm)
168-20-20	61.75 (1,568 mm)	20,000 (9,072 kg)	195 (4,963 mm)	16.5-19 (5,029-5,791 mm)	168-180 C.A. (4,267-4,572 mm)
190-24-20	61.75 (1,568 mm)	20,000 (9,072 kg)	222 (5,639 mm)	18.5-21.5 (5,639-6,553 mm)	190-200 C.A. (4,826-5,080 mm)
96-10-24	54 (1,372 mm)	24,000 (10,886 kg)	115 (2,921 mm)	10-12.5 (3,048-3,610 mm)	84-102 C.A. (2,134-2,591 mm)
108-14-32	61.75 (1,568 mm)	32,000 (14,515 kg)	144 (3,658 mm)	12-15 (3,658-4,572 mm)	102-108 C.T. (2,590-2,743 mm)
138-18-32	61.75 (1,568 mm)	32,000 (14,515 kg)	176 (4,470 mm)	15-17.5 (4,572-5,334 mm)	130-144 C.T. (3,302-3,658 mm)
174-20-32	61.75 (1,568 mm)	32,000 (14,515 kg)	206 (5,232 mm)	17.5-20 (5,334-6,096 mm)	160-174 C.T. (4,064-4,420 mm)
190-24-32	61.75 (1,568 mm)	32,000 (14,515 kg)	223 (5,664 mm)	19-21.5 (5,791-6,553 mm)	174-190 C.T. (4,420-4,826 mm)
138-18-34	54 (1,372 mm)	34,000 (15,422 kg)	176 (4,470 mm)	15-17.5 (4,572-5,334 mm)	130-144 C.T. (3,302-3,658 mm)
108-14-40	61.75 (1,568 mm)	40,000 (18,144 kg)	144 (3,658 mm)	12-15 (3,658-4,572 mm)	102-108 C.T. (2,591-2,743 mm)
138-18-40	61.75 (1,568 mm)	40,000 (18,144 kg)	176 (4,470 mm)	15-17.5 (4,572-5,334 mm)	130-144 C.T. (3,302-3,658 mm)
174-20-40	61.75 (1,568 mm)	40,000 (18,144 kg)	206 (5,232 mm)	17.5-20 (5,334-6,096 mm)	160-174 C.T. (4,064-4,420 mm)
190-24-40	61.75 (1,568 mm)	40,000 (18,144 kg)	223 (5,664 mm)	19-21.5 (5,791-6,553 mm)	174-190 C.T. (4,420-4,826 mm)
138-18-52	61.75 (1,568 mm)	52,000 (23,587 kg)	176 (4,470 mm)	15-17.5 (4,572-5,334 mm)	138-144 C.T. (3,505-3,658 mm)
174-20-52	61.75 (1,568 mm)	52,000 (23,587 kg)	206 (5,232 mm)	17.5-20 (5,334-6,096 mm)	160-174 C.T. (4,064-4,420 mm)
190-24-52	61.75 (1,568 mm)	52,000 (23,587 kg)	223 (5,664 mm)	19-21.5 (5,791-6,553 mm)	174-190 C.T. (4,420-4,826 mm)
138-18-65	61.75 (1,568 mm)	65,000 (29,484 kg)	174 (4,420 mm)	15-17.5 (4,572-5,334 mm)	138-144 C.T. (3,505-3,658 mm)
174-20-65	61.75 (1,568 mm)	65,000 (29,484 kg)	206 (5,232 mm)	17-20 (5,182-6,096 mm)	160-174 C.T. (4,064-4,420 mm)
190-24-65	61.75 (1,568 mm)	65,000 (29,484 kg)	223 (5,664 mm)	19-21.5 (5,791-6,553 mm)	174-190 C.T. (4,420-4,826 mm)



* This data is for reference purposes only, and is not intended to replace a properly calculated weight distribution.

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www.stellarindustries.com

Prepared For: METROQUIP INC PO BOX 858 MERIDIAN ID 83680-0858 Phone (208)344-3318 Fax: (208)345-5931	
--	--

Qty	Part	Description
1.00	ShuttleFlex36-84	ShuttleFlex36-84 Install
		<i>Dealer has been told about the transmission issue on this chassis reference E mail todays date</i>
		<i>Standard Latch and latch locations quoted</i>

Qty	Part	Description
		Hooklift
1.00	SHFLEX-84X	<p>Stellar Shuttle 84-10 Flex, designed for 84" to 96" CA chassis. Body lengths 10' - 12'; up to 13' flatbed. Shipping weight approx. 1400 lb.</p> <p>SHFLEX-84X Includes: 33049 TILT ASM FLEX 36 33341 SECONDARY ASM 84-10 FLEX 36 33339 DUMP ASM 84-10 FLEX 36 41826 BASE ASM 84-10 FLEX 36 LRG FLNG RLR 72354 HOSE KIT 84-10 FLEX 36 W/PLUNGER VAVLE 23700 MTG KIT 14 (6 TIES)</p>
1.00	43120	Tab Alarm Kit With Bracket
1.00	SS PINS	Stainless steel pins in lieu of zinc plated pins, for heavy salt type enviroment.
1.00	STDBLACK	Standard Black Paint
		Hydraulics



190 State Street PO Box 169
Gamer, IA 50438, USA
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www.stellarindustries.com

1.00	HYD10C2-144	Reservoir and valve bank with extended cable controls- 144" of extended cab or cabover HYD10C2-144 Includes: 53444 CONTROLLER ASM 2 SECT 144 IN LOADER 87080 RSRVR ASM 10GAL 2S VDM8 GEN2 (8-8 FLEX36)
1.00	100319X	PTO for 2019 Chevrolet 4500 / 5500 and International CV. Installed.
1.00	56432X	Hydraulic pump for chassis larger than Ford F550. Overspeed protection not included. Accessories
1.00	81300X	17.5k - 30k Pintle Hitch Bumper Assembly. Includes FMVSS108 Compliant Light Kit, Backup Alarm, and Wiring-INSTALLED
1.00	22876X	Trailer plug - 7-pin (flat) - Only for chassis equipped to handle RV / electric brakes from factory.
1.00	89528X	One pair steel fenders for single axle truck, 16.5" to 19.5" dual rear wheels, complete with fender brackets and bolt on mounting hardware. Mud flaps included with factory installation only. - INSTALLED
1.00	96895X	Mud Flap Kit - Spring Assist - 24x24 Mud Flap NOT Included. Installed.
1.00	19494X	One pair Stellar mud flaps with mounting bolts (included in factory installation)



Liberty II Series

Super-LED® Lightbar

Redesigned and reinvented for exactly what your fleet needs, the Liberty II builds on the Liberty's reputation for excellent reliability and performance.

SOLO **DUO+** **WE CAN X**

SOLO™ - Single color

DUO+™ - Single color or two color interleaved



- **New** WeCanX™ models available
- Aluminum top directs heat away from internal components and protects the lightbar
- Center dividers with LIM (Liquid Injection Molded) seals protect internal components from water infiltration
- Each model has one or two sealing points, assuring lightbar integrity in all weather conditions
- Hard-coated lenses minimize environmental damage from the sun, salt, and road chemicals
- Point to point wiring between the I/O board and each lighthead allows for easy reconfiguration
- Whelen's Collimator™ patented optic design provides unbeaten light output
- Advanced Thermal Design reduces the stress on LEDs during extended dwell time
- WeCan™ models are programmable with unlimited flash patterns

- Plug & Play into Whelen or vehicle manufactured controllers (WeCan only)
- Available with standard or low profile mounting feet
- Dimensions without mounting feet: 2.5" (64mm) H, 11.31" (287mm) W
- Standard lengths: 44" (110cm), 48" (123cm), and 54" (136cm)
- Five year warranty

OPTIONS

- Silicone take-downs available in long 3 Super-LED modules
- Traditional TIR take-downs available in short 3 Super-LED modules or long 12 Super-LED modules
- Alley lights available in 3 LED vertical modules
- Rear single color or DUO+Traffic Advisor™

- Photocell automatically dims the lightbar at night while still meeting SAE Class 1 requirements
- Color filters available for full customization
- Go undercover with SAE Class 1 Certified Smoked lenses and dividers
- Center section models available in 48" and 54" models

CENTER OPTIONS

- Color domes for center and end sections with optional alley window
- Single color or DUO+ color interleaved double reflector lighthead for rear center mount
- GTT LED emitter available with or without take-downs
- Strobe reflector available with or without take-downs
- 4 short take-downs or combination 2 short take-downs and 2 short warning light modules
- Smoked center domes available

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City of Elko

Member # 85569


Chad Campbell, City of Elko Purchasing Officer



August 12, 2019

**City of Elko
Dennis Strickland
1751 College Ave
Elko NV 89801**

City of Elko Member Number: 85569

Dennis:

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You can now choose from thousands of goods and services already on cooperative contracts. We've competitively solicited and awarded contracts to hundreds of nationally recognized vendors on your behalf. As a Sourcewell member, you'll save time and money just by using our contracts, and it's as quick and easy as filling out a purchase order. Go to www.sourcewell-mn.gov to start browsing our most current list of vendors. All the information you need is found under the Cooperative Purchasing tab at the top, including a step-by-step guide on how to use our contracts, and where to find the documents to satisfy your own procurement process.

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membership@sourcewell-mn.gov 877-585-9706

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)


NJPA Contract #: 081716-NVS

Proposer's full legal name: Navistar, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

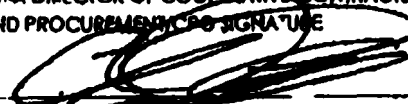
The effective date of the Contract will be November 15, 2016 and will expire on November 15, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CO-SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on November 15, 2016

NJPA Contract # 081716-NVS

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name NAVSTAR, INC.

Authorized Signatory's Title DIRECTOR VOCATIONAL SALES



VENDOR AUTHORIZED SIGNATURE

MARTIN WHITE
(NAME PRINTED OR TYPED)

Executed on 11/18, 2016

NJPA Contract # 081716-NVS

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to award a bid for the Ruby View Golf Course Reuse Irrigation Ponds No. 1 & 2, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 14, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **Council directed Staff to solicit bids for this project on June 9, 2020. Bids were opened on July 6, 2020. A Bid tabulation sheet is provided. DJ**
6. Budget Information:

Appropriation Required: \$453,585.50
Budget amount available: \$850,000.00
Fund name: Sewer/WRF
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Bid Tabulation Sheet**
9. Recommended Motion: **Move to award a bid for the Ruby View Golf Course Reuse Irrigation Ponds No. 1 & 2 in the amount of \$453,585.50**
10. Prepared By: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

CITY OF ELKO
Bid Tabulation

Name	Highmark Construction	Name	Granite Const.	Name	Remington Construction	Name	Great Basin Engineering Contractors	Name	Landsacpes Unlimited	Name	MKD Construction
Address	3755 Manzanita	Address	1900 Glendale Ave	Address	423 5th Street	Address	PO Box 396	Address	1201 Aries Dr.	Address	20 Stokes Dr.
City State	Elko, NV 89601	City State	Spark, NV 89431	City State	Elko, NV 89601	City State	Elko, NV 89603	City State	Lincoln, NB 68512	City State	Mound House, NV 89706
Phone No.	775-753-0986	Phone No.	775-622-2036	Phone No.	775-738-6001	Phone No.	775-340-6365	Phone No.	402-499-8566	Phone No.	775-848-1448
Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
\$ 11,060.00	\$11,060.00	\$ 44,156.25	\$44,156.25	\$ 32,055.00	\$32,055.00	\$ 37,751.48	\$37,751.48	\$ 65,250.00	\$65,250.00	\$ 65,218.00	\$65,218.00
\$ 1,600.00	\$1,600.00	\$ 10,000.00	\$10,000.00	\$ 8,496.00	\$8,496.00	\$ 3,420.84	\$3,420.84	\$ 3,000.00	\$3,000.00	\$ 7,500.00	\$7,500.00
\$ 8,190.00	\$8,190.00	\$ 3,500.00	\$3,500.00	\$ 14,961.00	\$14,961.00	\$ 53,164.96	\$53,164.96	\$ 9,000.00	\$9,000.00	\$ 25,000.00	\$25,000.00
\$ 14.20	\$44,020.00	\$ 35.00	\$108,500.00	\$ 37.69	\$116,839.00	\$ 46.41	\$143,871.00	\$ 70.60	\$218,880.00	\$ 39.00	\$120,900.00
\$ 19.40	\$3,104.00	\$ 10.00	\$1,800.00	\$ 81.00	\$12,960.00	\$ 33.11	\$5,267.60	\$ 3.65	\$584.00	\$ 40.00	\$6,400.00
\$ 14.70	\$23,520.00	\$ 20.00	\$32,000.00	\$ 21.78	\$34,848.00	\$ 17.74	\$28,384.00	\$ 19.75	\$31,800.00	\$ 30.00	\$48,000.00
\$ 0.30	\$21,964.50	\$ 0.10	\$7,321.50	\$ 0.40	\$20,286.00	\$ 0.55	\$40,268.25	\$ 0.25	\$18,303.75	\$ 1.00	\$73,215.00
\$ 8.90	\$12,771.50	\$ 14.00	\$20,090.00	\$ 7.00	\$10,045.00	\$ 20.04	\$28,757.40	\$ 11.25	\$16,143.75	\$ 10.00	\$14,350.00
\$ 2.10	\$153,751.50	\$ 1.75	\$128,128.25	\$ 1.80	\$131,787.00	\$ 2.03	\$148,626.45	\$ 2.05	\$150,090.75	\$ 1.60	\$117,144.00
\$ 25,370.00	\$25,370.00	\$ 28,000.00	\$28,000.00	\$ 26,592.00	\$26,592.00	\$ 12,579.37	\$12,579.37	\$12,700.00	\$12,700.00	\$ 30,000.00	\$30,000.00
\$ 15,680.00	\$15,680.00	\$ 15,000.00	\$15,000.00	\$ 13,971.00	\$13,971.00	\$ 13,777.40	\$13,777.40	\$13,900.00	\$13,900.00	\$ 10,000.00	\$10,000.00
\$ 1.50	\$12,600.00	\$ 1.00	\$8,400.00	\$ 3.44	\$28,896.00	\$ 1.14	\$9,576.00	\$ 0.50	\$4,200.00	\$ 1.00	\$8,400.00
\$ 3,193.00	\$25,544.00	\$ 2,000.00	\$16,000.00	\$ 7,042.00	\$56,336.00	\$ 5,751.03	\$46,008.24	\$ 3,360.00	\$26,860.00	\$ 7,000.00	\$56,000.00
\$ 5,090.00	\$5,090.00	\$ 6,500.00	\$6,500.00	\$ 22,633.00	\$22,633.00	\$ 21,763.79	\$21,763.79	\$ 7,025.00	\$7,025.00	\$ 15,000.00	\$15,000.00
\$ 2.80	\$23,520.00	\$ 3.50	\$29,400.00	\$ 3.99	\$33,516.00	\$ 3.56	\$30,072.00	\$ 6.75	\$56,700.00	\$ 3.75	\$31,500.00
\$ 3.10	\$930.00	\$ 9.00	\$2,700.00	\$ 14.58	\$4,374.00	\$ 5.39	\$1,617.00	\$ 7.55	\$2,265.00	\$ 2.00	\$6,000.00
\$ 3,350.00	\$3,350.00	\$ 2,800.00	\$2,800.00	\$ 7,426.00	\$7,426.00	\$ 3,297.79	\$3,297.79	\$ 1,400.00	\$1,400.00	\$ 9,000.00	\$9,000.00
\$ 2,810.00	\$2,810.00	\$ 1,200.00	\$1,200.00	\$ 4,569.00	\$4,569.00	\$ 905.88	\$905.88	\$ 1,200.00	\$1,200.00	\$ 9,000.00	\$9,000.00
\$37,580.00	\$37,580.00	\$ 20,000.00	\$20,000.00	\$ 16,701.00	\$16,701.00	\$ 5,718.98	\$5,718.98	\$ 7,500.00	\$7,500.00	\$ 6,000.00	\$6,000.00
\$13,330.00	\$13,330.00	\$ 1,000.00	\$1,000.00	\$ 15,296.00	\$15,296.00	\$ 1,940.32	\$1,940.32	\$ 1,565.00	\$1,565.00	\$ 6,000.00	\$6,000.00
\$ 1,300.00	\$7,800.00	\$ 1,000.00	\$6,000.00	\$ 1,337.00	\$8,022.00	\$ 1,246.05	\$7,476.30	\$ 800.00	\$4,800.00	\$ 525.00	\$3,150.00
	\$453,585.50		\$482,294.00		\$629,629.00		\$644,275.05		\$652,967.25		\$667,777.00
NOTES		NOTES		NOTES		NOTES		NOTES		NOTES	
COMPLETE BID		COMPLETE BID		COMPLETE BID		Missing Exhibit 18 - Preferential Bidder Status Affidavit		Did not self list on the ONE PERCENT LIST		COMPLETE BID	

**Elko City Council
Agenda Action Sheet**

1. **Title: Review, consideration, and possible approval of a Professional Services Agreement with Black Dolphin Consulting, LLC for Construction Administration and Construction Quality Assurance for the Ruby View Golf Course Reuse Irrigation Ponds No. 1 & 2, and matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: July 14, 2020**
3. **Agenda Category: APPROPRIATION**
4. **Time Required: 5 Minutes**
5. **Background Information: At the June 9, 2020 meeting, Council approved Staff to solicit bids for the Ruby View Golf Course Reuse Irrigation Ponds No. 1 & 2. Bids were open on 7-6-2020. Staff recommended awarding the bid to High Mark Construction on 7-14-2020. With construction slated to begin September 1st staff would like to enter into a Professional Services Agreement with Black Dolphin Consulting, LLC for Construction Management and Construction Quality Assurance. DJ**
6. **Budget Information:**

Appropriation Required:	\$ 87,875.00
Budget amount available:	\$ 396,141.50
Fund name:	Sewer/WRF
7. **Business Impact Statement: Not Required**
8. **Supplemental Agenda Information: Proposal from Black Dolphin Consulting, LLC.**
9. **Recommended Motion: Move to approve PSA with Black Dolphin Consulting, LLC. in the amount of \$87,875.00 for Construction Management and Construction Quality Assurance.**
10. **Prepared By: Dale Johnson, Utilities Director**
11. **Committee/Other Agency Review:**
12. **Council Action:**
13. **Council Agenda Distribution:**



July 1, 2020

Mr. Dale Johnson
City of Elko
1751 College Avenue
Elko, NV 89801

RE: Ruby View Golf Course Reuse Irrigation Ponds No. 1 & 2 Construction Management and CQA

Dear Mr. Johnson:

Black Dolphin Consulting is pleased to present this proposal for Construction Management and Construction Quality Assurance (CQA) services on the Ruby View Golf Course Reuse Irrigation Ponds No. 1 & 2 Project.

PROJECT UNDERSTANDING

The Ruby View Golf Course Reuse Irrigation Ponds No. 1 & 2 Project has been approved by the State and is currently in the bidding process. The time allowed for construction is 60-days. As is typical of any lining project the State is going to require construction oversight and full time observation and inspection during the liner deployment and installation. A Record of Construction that includes weekly reports, submittals, photographs during construction, testing results, and As-Built Drawings must be submitted within 30-days of completion of the Project.

The Project is scheduled to start on September 1, 2020 and will run for 44 working days. The proposal is based on this time frame and costs.

- Construction Management (5 hours/day @ \$150/hour)(44 days) = \$33,000
- Liner Observation and Inspection (9 hours/day @ \$110/hour)(35 days) = \$34,650
- Vehicles = (84 days @ \$70/day) = \$5,880
- Liner Conformance Testing = \$500
- Destructive Liner Testing = \$425
- Grain Size Analysis = \$400
- Atterberg Limits = \$400
- Laboratory Compaction = \$740
- Senior Field Technician (24 hours @ \$120/hour) = \$2,880
- As-Built Drawings = \$6,000
- Record of Construction = \$3,000

All construction meetings will be attended. All required submittals will be reviewed and approved. Weekly field reports detailing daily observations and progress made during construction will be kept. Pictures during construction will be taken and incorporated into the weekly field reports. Any and all

Mr. Johnson
July 1, 2020
Page 2

requests for information (RFI) will be addressed and documented. Third party submittals for the project will be reviewed and approved as required and incorporated into the weekly field reports.

A comprehensive package that includes all the aforementioned items will be submitted to the City of Elko at the conclusion of the project.

DELIVERABLES

1. Record of Construction Report

FEE

<u>Task #</u>	<u>Description</u>	<u>Contract Type</u>	<u>Amount</u>
1	CM & CQA	T&M	\$87,875

You may indicate your acceptance of these provisions by signing where indicated below and returning a copy for our files. Please contact me directly if you have any questions.

Sincerely,
Black Dolphin Consulting, LLC

Eric W. Lattin, PE
President

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible award of the bid for the City of Elko Swimming Pool Re-roofing Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 14, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **10 Minutes**
5. Background Information: **Bids for the Swimming Pool Re-roofing Project were opened on Monday July 6, 2020. The City received a total of two bids for the project, one of which has been deemed responsive, and one being deemed unresponsive. A bid tabulation sheet has been included in the packet for Council review. JW**
6. Budget Information:

Appropriation Required: \$475,095.31
Budget amount available:
Fund name: Recreation Fund
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Award the base bid for the Swimming Pool Re-roofing Project to Braemar Construction for the amount of \$226,834.71, and include the unit costs in the alternate bid line items associated with additional re-roof areas to be determined in the field, and that the base bid unit costs apply to line items not identified in the alternate bid line items, with a total project cost, subject to approved change orders, not to exceed to \$475,095.31**
10. Prepared By: **James Wiley, Director of Parks and Recreation**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

CITY OF ELKO
BID TABULATION
ELKO MUNICIPAL SWIMMING POOL - CEILING & ROOF REPAIR PROJECT
DATE: JULY 6, 2020 - 1:00 PM

				<table><tr><td>Name</td><td>Braemar Const.</td><td></td></tr><tr><td>Address</td><td>717 Idaho St. Suite A</td><td></td></tr><tr><td>City State</td><td>Elko, NV 89801</td><td></td></tr><tr><td>Phone No.</td><td>775-777-2949</td><td></td></tr></table>			Name	Braemar Const.		Address	717 Idaho St. Suite A		City State	Elko, NV 89801		Phone No.	775-777-2949		<table><tr><td>Name</td><td>Michael Clay Const</td><td></td></tr><tr><td>Address</td><td>410 E Minor St.</td><td></td></tr><tr><td>City State</td><td>Winnemucca, NV 89445</td><td></td></tr><tr><td>Phone No.</td><td>775-623-4488</td><td></td></tr></table>			Name	Michael Clay Const		Address	410 E Minor St.		City State	Winnemucca, NV 89445		Phone No.	775-623-4488	
Name	Braemar Const.																																
Address	717 Idaho St. Suite A																																
City State	Elko, NV 89801																																
Phone No.	775-777-2949																																
Name	Michael Clay Const																																
Address	410 E Minor St.																																
City State	Winnemucca, NV 89445																																
Phone No.	775-623-4488																																
No.	Bid Item Description	Quantity	Unit	Unit Price	Total Amount	Correct Amounts	Unit Price	Total Amount	Correct Amounts																								
1	Mobilization and Demobilization	1	LS	\$ 8,362.80	\$8,362.80		\$138,739.00	\$138,739.00																									
2	Demolotion (Remove and dispose of existing Ceiling Tile, Gypsum Wall Board Roof Insulation)	10804	SF	\$ 7.79	\$84,208.80	\$84,208.75	\$3.21	\$34,650.00	\$34,680.84																								
3	Provide and Install Mechanical Vent Repair Framing	1	LS	\$ 11,767.95	\$11,767.95		\$19,635.00	\$19,635.00																									
4	Provide and Place Ceiling Painting (*Contractor responsible for calculating surface area for painted exposed rafters)	5914	SF	\$ 12.56	\$74,269.73		\$5.85	\$34,650.00	\$34,596.90																								
5	Remove and Dispose of Damaged Asphalt Shingles	966	SF	\$ 5.11	\$4,936.26		\$5.78	\$5,578.65	\$5,583.48																								
6	Provide and Place 5/8" CDX Roof Sheathing	384	SF	\$ 4.29	\$1,647.36		\$11.55	\$4,435.20																									
7	Provide and Place Asphalt Shingles with Underlayment	966	SF	\$ 20.41	\$19,716.06		\$11.55	\$11,157.30																									
8	Remove and Dispose of Rolled Roofing	275	SF	\$ 14.13	\$3,885.75		\$5.78	\$1,588.13	\$1,589.50																								
9	Provide and Place New Rolled Roofing	275	SF	\$ 65.60	\$18,040.00		\$11.55	\$3,176.25																									
10	Total Base Bid				\$226,834.71			\$251,988.83																									

ALTERNATES WILL ADDRESS THE OPTIONS OF COVERING THE POOL AREA AND/ OR THE LOCKER AREA

11	Alt- 1. Remove and Place 5/8" CDX Roof Sheathing	1	SF	\$ 5.11	\$5.11	\$0.00	\$0.00
12	Alt -2. Remove & Dispose of Damaged Plywood Roof Sheathing for Additional Roof Areas Not Shown	1	SF	\$ 2.15	\$2.15	\$0.00	\$0.00
13	Alt-3. Provide and Place 5/8" CDX Plywood Sheathing for Additional Roof Areas Not Shown.	1	SF	\$ 2.15	\$2.15	\$0.00	\$0.00

No.	Bid Item Description	Quantity	Unit
14	Alt-4. Provide and Place Asphalt Shingles for Additional Roof Areas Not Shown.	1	SF
15	Alt-5. Remove and Dispose of Rolled Roofing in Roof Areas Not Shown.	1	SF
16	Alt-6. Provide and Place Rolled Roofing in Roof Areas Not Shown	1	SF

TOTAL BASE BID

TOTAL ALTERNATES DEPENDENT OF ROOF CONDITION

SEE MEMO FOR ALTERNATE DETAILS AND EXPLANATION

TOTAL

Name	Braemar Const.	
Address	717 Idaho St. Suite A	
City State	Elko, NV 89801	
Phone No.	775-777-2949	
Unit Price	Total Amount	Correct Amounts
\$ 20.41	\$20.41	
\$ 14.13	\$14.13	
\$ 65.60	\$65.60	
<u>\$226,834.71</u>		
<u>\$248,260.60</u>		
<u>\$475,095.31</u>		
NOTES Minor mathematical error of (.05) on item # 2. The Bid Documents did not specify the total Square Ft. amounts for each Alternate Item (Alt. 1-6). The Contractor did supply a price per square ft. for each Alt. item. This bid is complete and compliant.		

Name	Michael Clay Const	
Address	410 E Minor St.	
City State	Winnemucca, NV 89445	
Phone No.	775-623-4488	
Unit Price	Total Amount	Correct Amounts
\$0.00	\$0.00	
\$0.00	\$0.00	
\$0.00	\$0.00	
<u>\$251,988.83</u>		
<u>\$0.00</u>		
<u>\$251,988.83</u>		
NOTES Various mathematical errors. Bid total should have added to \$253,593.47. Written bid Amount was totaled as \$251,988.83 a difference of \$1,604.64. Contractor did not provide any price on the Alternate bid items. Determined to be NON-COMPLETE		



Michael L. Lostra, P.E.
Thomas W. Hawkins, P.E.
Phone: 775-777-1210
Fax: 775-777-1211
930 College Avenue, Elko, NV
www.elkoengineers.com

MUNICIPAL SWIMMING POOL CEILING & ROOF REPAIR PROJECT

PWP# EL-2020-318

July 07, 2020

City of Elko
1751 College Avenue
Elko, NV 89801

ATTN: James Wiley

RE: Bid Abstract Memo

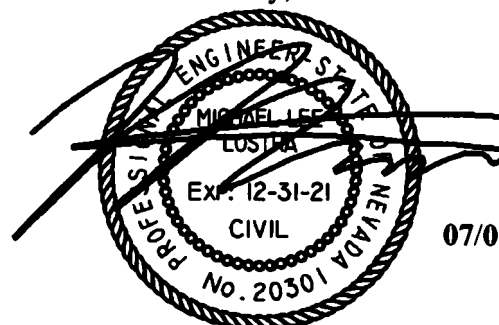
Dear James;

After reviewing the bid abstract submitted to our office it appears that the City of Elko received one complete base bid for the above-mentioned project from Braemar Construction in the amount of **\$226,834.71**. Braemar's bid had all 1-9 base bid items as well as the alternate items 1-6. The total base bid price from Braemar Construction is under the submitted engineer's estimate in the amount of \$248,682.26. I would like to point out that the design drawings indicate the base bid includes a partial re-roof of the enclosed area of the pool area only with an approximate 30% allocation for damaged roof sheathing. This being said we added the alternate line items 1-6 in order to ensure that if the council chose to proceed with the re-roof the entire building in this project this additional alternative could be added to the base bid. Based on the initial base bid as well as the submitted alternative add items the breakdown is as follows:

1.	Base Bid	=	<u>\$226,834.71</u>
2.	Remaining Re-Roof Covered Pool Area	=	<u>\$145,310.20</u>
3.	Re-Roof Locker Area	=	<u>\$102,950.40</u>
4.	Total Project Cost w/ Alt Items	=	<u>\$475,095.31</u>

If you have any additional questions or concerns feel free to contact us.

Sincerely;



07/07/2020

Michael L. Lostra, P.E.

****Refer to cost breakdown tables on sheet 2 & 3.**



Michael L. Lostra, P.E.
Thomas W. Hawkins, P.E.
 Phone: 775-777-1210
 Fax: 775-777-1211
 930 College Avenue, Elko, NV
www.elkoengineers.com

BASE BID WITH ADDITIONAL RE-ROOF OVER COVERED POOL AREA

Item Description	Quantity	Unit	Unit Price	Total
Base Bid	1	LS		<u>\$226,834.71</u>
Remove Shingles Over Remaining Covered Pool Area	5420	SF	\$5.11	\$27,696.20
Remove & Dispose of Damage Roof Sheathing Covered Pool Area	1626 (30%)	SF	\$2.15	\$3,495.90
Provide & Place 5/8" CDX Sheathing	1626 (30%)	SF	\$2.15	\$3,495.90
Provide & Place Asphalt Shingles Over Remaining Covered Pool Area	5420	SF	20.41	\$110,622.20
Total Project Cost w/ Base Bid & Covered Pool Re-Roof	1	LS		<u>\$372,144.91</u>



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**BASE BID WITH ADDITIONAL RE-ROOF OVER COVERED POOL AREA &
 LOCKER AREA**

Item Description	Quantity	Unit	Unit Price	Total
Base Bid	1	LS		<u>\$226,834.71</u>
Project Cost w/ Additional Re- Roof Over Covered Pool Area	1	LS		<u>\$145,310.20</u>
Remove Shingles Over Locker Area	3840	SF	\$5.11	\$19,622.40
Remove & Dispose of Damage Roof Sheathing Locker Area	1152 (30%)	SF	\$2.15	\$2,476.80
Provide & Place 5/8" CDX Sheathing	1152 (30%)	SF	\$2.15	\$2476.80
Provide & Place Asphalt Shingles Over Locker Area	3840	SF	20.41	\$78,374.40
Total Project Cost w/ Base Bid, Covered Pool Re-Roof & Locker Area Re- Roof	1	LS		<u>\$475,095.31</u>

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Final Map No. 3-20, filed by Scott Reutner Properties, LLC, for the development of a subdivision entitled Aspen Heights involving the proposed division of approximately 2.54 acres of property into 9 lots for residential development within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 14, 2020**
3. Agenda Category: **SUBDIVISION**
4. Time Required: **15 Minutes**
5. Background Information: **Subject property is located on the south side of Celtic Way between Shadow Ridge Drive and Sunnyside Avenue. (APN 001-660-011). The Planning Commission considered this item on July 7, 2020, and took action to forward a recommendation to conditionally approve Final Map 3-20. MR**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Maps, Approved Construction Plans, P.C. Action Report, Staff Report, and related correspondence.**
9. Recommended Motion: **Conditionally approve Final Map 3-20 for the Aspen Heights subdivision subject to the conditions as recommended by the Planning Commission.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Planning Commission**
12. Council Action:
13. Council Agenda Distribution: **Scott Reutner Properties, LLC
Attn: Scott Reutner
1770 Sharps Access Road
Elko, NV 89801

High Desert Engineering
Attn: Tom Ballew
640 Idaho Street
Elko, NV 89801**



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 July 7, 2020

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on July 7, 2020 pursuant to City Code Sections 3-3-7 (G)3:

Final Map No. 3-20, filed by Scott Reutner Properties, LLC, for the development of a subdivision entitled Aspen Heights involving the proposed division of approximately 2.54 acres of property into 9 lots for residential development within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto.

Subject property is located on the south side of Celtic Way between Shadow Ridge Drive and Sunnyside Avenue. (APN 001-660-011)

NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission recommended that the City Council accept, on behalf of the public, the parcels of land offered for dedication for public use in conformity with the terms of the offer of dedication; that the final map substantially complies with the tentative map; that the City Council approve the agreement to install improvements in accordance with the approved construction plans that satisfies the requirements of Title 2, Chapter 3, and conditionally approve Final Map 3-20 with conditions listed in the Staff Report dated June 11, 2020, listed as follows:

Community Development:

1. The Developer shall execute a Performance and Maintenance Agreement in accordance with Section 3-3-21 of City code. The Performance Agreement shall be secured in accordance with Section 3-3-22 of City code. In conformance with Section 3-3-21 of City code, the public improvements shall be completed within a time of no later than two (2) years of the date of Final Map approval by the City Council unless extended as stipulated in City code.
2. The Performance and Maintenance Agreement shall be approved by the City Council.
3. The Developer shall enter into the Performance and Maintenance Agreement within 30 days of approval of the Final Map by the City Council or the Final Map approval becomes null and void.
4. The Final Map for Aspen Heights is approved for 9 single family residential lots.
5. The Utility Department will issue a Will Serve Letter for the subdivision.
6. Site disturbance (including grading) shall not commence prior to approval of the project's

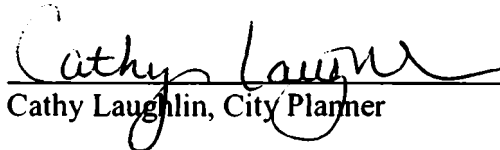
construction plans by the Nevada Department of Environmental Protection.

7. Construction shall not commence prior to Final Map approval by the City Council and issuance of a will-serve letter by the City of Elko.
8. Building permits will not be issued until the water system is approved to be put in service by the Nevada Department of Environmental Protection.
9. Conformance with the conditions of approval of the Tentative Map is required.
10. The Owner/Developer is to provide the appropriate contact information for the qualified engineer and engineering firm contracted to oversee the project along with the required inspection and testing necessary to produce an As-Built for submittal to the City of Elko. The Engineer of Record is to ensure all materials meet the latest edition of the Standard Specifications for Public Works. The Engineer of Record is to certify that the project was completed in conformance with the approved plans and specifications.

Public Works:

1. All public improvements at time of development per Elko City code.

The Planning Commission's findings to support its recommendation are the Final Map for Aspen Heights has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City Code. The Final Map is in conformance with the Tentative Map. The proposed subdivision is in conformance with the Land Use and Transportation Components of the Master Plan. The proposed development conforms with Sections 3-3-9 through 3-3-16 (inclusive). The Subdivider shall be responsible for all required improvements in conformance with Section 3-3-17 of City Code. The Subdivider has submitted construction plans in conformance with Section 3-3-18 of City Code. The Subdivider has submitted plans to the City and State Agencies for review to receive all required permits in accordance with the requirements of Section 3-3-19 of City Code. The Subdivider has submitted construction plans, which having been found to be in conformance with Section 3-3-20 of City Code, have been approved by City Staff. The Subdivider will be required to enter into a Performance Agreement to conform to Section 3-3-21 of City Code. The Subdivider will be required to provide a Performance and Maintenance Guarantee as stipulated in the Performance Agreement in conformance with Section 3-3-22 of City Code. The proposed development conforms to Sections 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G), and 3-2-17 of City Code. The proposed development is in conformance with Section 3-8 of City Code.


Cathy Laughlin, City Planner

Attest:


Shelby Archuleta, Planning Technician

CC: Applicant
Michele Rambo, Development Manager (email)
Kelly Wooldridge, City Clerk

STAFF COMMENT FLOW SHEET
PLANNING COMMISSION AGENDA DATE: 7/7

Do not use pencil or red pen, they do not reproduce

Title: Final Map No. 3-20 Aspen Heights

Applicant(s): Scott Reutner Properties, LLC

Site Location: S side of Celtic Way, between Shadow Ridge + Sunnyside Ave

Current Zoning: R Date Received: 5/19/20 Date Public Notice: N/A

COMMENT: This is to divide \approx 2.54 acres of property into 9
lots for residential Development.

If additional space is needed please provide a separate memorandum

Assistant City Manager: Date: 6/23/2020

Recommend approval as presented by staff

SAW

Initial

City Manager: Date: 6/24/20

No comments/concerns.

CC

Initial



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

CITY OF ELKO STAFF REPORT

REPORT DATE:	June 11, 2020
PLANNING COMMISSION DATE:	July 7, 2020
AGENDA ITEM NUMBER:	I.A.1.
APPLICATION NUMBER:	Final Map 3-20
APPLICANT:	Scott Reutner Properties, LLC
PROJECT DESCRIPTION:	Aspen Heights

A Final Map for the division of approximately 2.54 acres into 9 lots for single family residential development within an R (Single-Family and Multi-Family Residential) zoning district.



STAFF RECOMMENDATION:

RECOMMEND CONDITIONAL APPROVAL, subject to findings of fact, and conditions as stated in this report.

PROJECT INFORMATION

PARCEL NUMBER: 001-660-011

PARCEL SIZE: 2.54 Acres

EXISTING ZONING: (R) Single-Family and Multi-Family Residential.

MASTER PLAN DESIGNATION: (RES-MD) Residential Medium Density

EXISTING LAND USE: Vacant

BACKGROUND:

1. The Final Map for Aspen Heights has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City code.
2. The Planning Commission reviewed and recommended a conditional approval to the City Council on the Aspen Heights Tentative Map on May 27, 2016.
3. The City Council conditionally approved the Aspen Heights Tentative Map in June 2016.
4. A previous Final Map was reviewed and forwarded to the City Council on December 20, 2016.
5. This original Final Map was conditionally approved by the City Council in January 2017.
6. The approved Final Map was never recorded and has since expired.
7. No phasing was shown on the Tentative Map.
8. The subdivision is located on APN 001-660-011.
9. The proposed subdivision consists of 9 residential lots.
10. The total subdivided area is approximately 2.54 acres.
11. The proposed density is 3.54 units per acre.
12. Approximately 0.367 acres are offered for dedication for street development.
13. Drainage and utility easements are provided along all lot lines.
14. The property is located on the south side of Celtic Way between Shadow Ridge Drive and Sunnyside Avenue.

NEIGHBORHOOD CHARACTERISTICS:

The property is surrounded by:

- North: Single-Family Residential (R1) / Under Construction (Cambridge Estates)
- South: Single-Family and Multiple-Family Residential (R) / Developed
- East: Single-Family and Multiple-Family Residential (R) / Developed
- West: Single-Family and Multiple-Family Residential (R) / Developed

PROPERTY CHARACTERISTICS:

- The property is an undeveloped residential parcel.
- The area abuts previous residential development to the east, west, and south. The north side of the property includes both previous residential development and the new Cambridge Estates, which is currently constructing public improvements.

- The parcel has some slope down to from the west to east, which is incorporated into the design of the lots where possible.
- The property will be accessed off of Celtic Drive via Jennings Way.

APPLICABLE MASTER PLAN AND CITY CODE SECTIONS:

- City of Elko Master Plan – Land Use Component
- City of Elko Master Plan – Transportation Component
- City of Elko Redevelopment Plan
- City of Elko Wellhead Protection Plan
- City of Elko Zoning – Section 3-3-7 Final Map State (Stage III)
- City of Elko Zoning – Section 3-3-8 Content and Format of Final Map Submittal
- City of Elko Zoning – Section 3-3-9 to 3-3-16 (Inclusive) Subdivision Design Standards
- City of Elko Zoning – Section 3-3-17 to 3-3-22 (Inclusive) Public Improvements/
Guarantees
- City of Elko Zoning – Section 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G), and 3-2-17 Zoning Code
Standards
- City of Elko Zoning – Section 3-8 Flood Plain Management

MASTER PLAN - Land use:

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

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

MASTER PLAN - Transportation:

Conformance with the Transportation component of the Master Plan was evaluated with review and approval of the Tentative Map. The Final Map is in conformance with the Tentative Map.

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

ELKO REDEVELOPMENT PLAN:

The property is not located within the redevelopment area.

ELKO WELLHEAD PROTECTION PLAN:

The property is located outside of any capture zone for City of Elko wells. Development of the site is required to be connected to a programmed sewer system and all street drainage will be directed to a storm sewer system.

As the project is designed, it does not present a hazard to City wells.

SECTION 3-3-7 FINAL MAP STAGE (STAGE III):

Pre-submission Requirements (C)(1) – The Final Map is in conformance with the zone requirements.

Pre-submission Requirements (C)(2) – The proposed Final Map conforms to the Tentative Map.

SECTION 3-3-8 CONTENT AND FORMAT OF FINAL MAP SUBMITTAL:

- A. Form and Content – The Final Map conforms to the required size specifications and provides the appropriate affidavits and certifications.
- B. Identification Data
 - 1. The Final Map identifies the subdivision and provides its location by section, township, range, and county.
 - 2. The Final Map was prepared by a properly licensed surveyor.
 - 3. The Final Map provides a scale, north arrow, and date of preparation.
- C. Survey Data
 - 1. The boundaries of the subdivision are fully balanced and closed.
 - 2. Any exceptions are noted on the Final Map.
 - 3. The Final Map is tied to a section corner.
 - 4. The location and description of any physical encroachments upon the boundary of the subdivision are noted on the Final Map.
- D. Descriptive Data
 - 1. The name, right-of-way lines, courses, lengths, and widths of all streets and easements are noted on the Final Map.
 - 2. All drainage ways are noted on the Final Map.
 - 3. All utility and public service easements are noted on the Final Map.
 - 4. The location and dimensions of all lots, parcels, and exceptions are shown on the Final Map.
 - 5. All residential lots are numbered consecutively on the Final Map.
 - 6. There are no sites dedicated to the public shown on the Final Map.
 - 7. The locations of adjoining subdivisions are noted on the Final Map with required information.
 - 8. There are no deed restrictions proposed.
- E. Dedication and Acknowledgment
 - 1. The owner's certificate has the required dedication information for all easements and right-of-ways.
 - 2. The execution of dedication is acknowledged with space to be certified by a notary public.
- F. Additional Information
 - 1. All centerline monuments for streets are noted as being set on the Final Map.
 - 2. The centerline and width of each right-of-way is noted on the Final Map.
 - 3. The Final Map indicates the location of monuments that will be set to determine the boundaries of the subdivision.
 - 4. The length and bearing of each lot line is identified on the Final Map.
 - 5. The Final Map is not located adjacent to a city boundary.
 - 6. The Final Map identifies the location of the section lines nearest the property.
- G. City to Check
 - 1. Closure calculations have been provided. Civil improvement plans have been approved. Drainage plans have been approved. An engineer's estimate has been provided.
 - 2. The lot closures are within the required tolerances.

H. Required Certifications

1. The Owner's Certificate is shown on the Final Map.
2. The Owner's Certificate offers for dedication all right-of-ways shown on the Final Map.
3. A Clerk Certificate is shown on the Final Map, certifying the signature of the City Council.
4. The Owner's Certificate offers for dedication all easements shown on the Final Map.
5. A Surveyor's Certificate is shown on the Final Map and provides the required language.
6. The City Engineer's Certificate is shown on the Final Map.
7. A certificate from the Nevada Division of Environmental Protection is provided with the required language.
8. The engineer of record has submitted the Tentative Map and construction plans to the state, but no written approval has been received.
9. A certificate from the Division of Water Resources is provided on the Final Map with the required language.
10. The construction plans identify the required water meters for the subdivision.

SECTION 3-3-9 THROUGH 3-3-16 (INCLUSIVE)

The proposed subdivision was evaluated for conformance to the referenced sections of code during the Tentative Map process.

The proposed development conforms with these sections of City code.

SECTION 3-3-17 RESPONSIBILITY FOR PUBLIC IMPROVEMENTS

The subdivider shall be responsible for all required improvements in conformance with this section of City code.

SECTION 3-3-18 CONSTRUCTION PLANS

The subdivider has submitted plans to the city and state agencies for review to receive all required permits in accordance with this section of City code. The plans have been approved by City staff.

SECTION 3-3-19 CONSTRUCTION AND INSPECTION

The subdivider has submitted plans to the city and state agencies for review to receive all permits in accordance with this section of City code.

SECTION 3-3-20 REQUIRED IMPROVEMENTS

The subdivider has submitted civil improvement plans which are in conformance with this section of City code.

Civil improvements include curb, gutter, and sidewalk as well as paving and utilities within the Celtic Drive right-of-way.

SECTION 3-3-21 AGREEMENT TO INSTALL IMPROVEMENTS

The subdivider will be required to enter into a Performance Agreement to conform to this section of City code.

SECTION 3-3-22 PERFORMANCE AND MAINTENANCE GUARANTEES

The subdivider will be required to provide a Performance and Maintenance Guarantee as stipulated in the Performance Agreement in conformance with this section of City code.

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

The proposed subdivision was evaluated for conformance to the referenced sections of code during the Tentative Map process.

The proposed development conforms with these sections of City code.

SECTION 3-8 FLOODPLAIN MANAGEMENT:

This parcel is not designated in a Special Flood Hazard Area (SFHA).

FINDINGS

1. The Final Map for Aspen Heights has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City code.
2. The Final Map is in conformance with the Tentative Map.
3. The proposed subdivision is in conformance with the Land Use and Transportation Components of the Master Plan.
4. The proposed development conforms with Sections 3-3-9 through 3-3-16 (inclusive).
5. The Subdivider shall be responsible for all required improvements in conformance with Section 3-3-17 of City code.
6. The Subdivider has submitted construction plans in conformance with Section 3-3-18 of City code.
7. The Subdivider has submitted plans to the city and state agencies for review to receive all required permits in accordance with the requirements of Section 3-3-19 of City code.
8. The Subdivider has submitted construction plans which, having been found to be in conformance with Section 3-3-20 of City code, have been approved by City staff.

9. The Subdivider will be required to enter into a Performance Agreement to conform to Section 3-3-21 of City code.
10. The Subdivider will be required to provide a Performance and Maintenance Guarantee as stipulated in the Performance Agreement in conformance with Section 3-3-22 of City code.
11. The proposed development conforms to Sections 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G), and 3-2-17 of City code.
12. The proposed development is in conformance with Section 3-8 of City code.

STAFF RECOMMENDATION:

Staff recommends this item be **conditionally approved** with the following conditions:

Community Development:

1. The Developer shall execute a Performance and Maintenance Agreement in accordance with Section 3-3-21 of City code. The Performance Agreement shall be secured in accordance with Section 3-3-22 of City code. In conformance with Section 3-3-21 of City code, the public improvements shall be completed within a time of no later than two (2) years of the date of Final Map approval by the City Council unless extended as stipulated in City code.
2. The Performance and Maintenance Agreement shall be approved by the City Council.
3. The Developer shall enter into the Performance and Maintenance Agreement within 30 days of approval of the Final Map by the City Council or the Final Map approval becomes null and void.
4. The Final Map for Aspen Heights is approved for 9 single family residential lots.
5. The Utility Department will issue a Will Serve Letter for the subdivision.
6. Site disturbance (including grading) shall not commence prior to approval of the project's construction plans by the Nevada Department of Environmental Protection.
7. Construction shall not commence prior to Final Map approval by the City Council and issuance of a will-serve letter by the City of Elko.
8. Building permits will not be issued until the water system is approved to be put in service by the Nevada Department of Environmental Protection.
9. Conformance with the conditions of approval of the Tentative Map is required.
10. The Owner/Developer is to provide the appropriate contact information for the qualified engineer and engineering firm contracted to oversee the project along with the required inspection and testing necessary to produce an As-Built for submittal to the City of Elko.

The Engineer of Record is to ensure all materials meet the latest edition of the Standard Specifications for Public Works. The Engineer of Record is to certify that the project was completed in conformance with the approved plans and specifications.

Public Works:

1. All public improvements at time of development per Elko City code.



City of Elko – Development Department
1755 College Avenue
Elko, NV 89801
Telephone: 775.777.7210
Facsimile: 775.777.7219

May 20, 2020

Scott Reutner Properties, LLC
1770 Sharps Access Road
Elko, NV 89801

Re: Aspen Heights – Complete Submittal (Final Map 3-20)

Dear Mr. Reutner:

The City of Elko has reviewed your Final Map application materials for the Aspen Heights subdivision (submitted May 19, 2020) and has found them to be complete. We will now begin processing your application by transmitting the materials to other City departments for their review. You may receive further comments or corrections as these reviews progress. Barring any complications, this Final Map will be scheduled for Planning Commission on July 7, 2020 and City Council on July 28, 2020.

I will keep you updated on the status of your application, but please feel free to contact me at (775) 777-7217 if you have any questions.

Sincerely,

Michele Rambo, AICP
Development Manager
mrambo@elkocitynv.gov

CC: High Desert Engineering
Attn: Tom Ballew
640 Idaho Street
Elko, NV 89801

City of Elko – File

MATT GRIEGO
FIRE CHIEF
Email: mgriego@ci.elko.nv.us

MARY HASSETT
ADMINISTRATIVE ASSISTANT
Email: efdadmin@ci.elko.nv.us



JOHN HOLMES
FIRE MARSHAL
Email: jholmes@elkocitynv.gov

CITY OF ELKO - FIRE DEPARTMENT

911 W. Idaho Street
Elko, NV 89801
(775)777-7345 FAX (775)777-7359

October 18, 2016

Thomas C. Ballew
High Desert Engineering, LLC
640 Idaho Street
Elko NV 89801

Dear Mr. Ballew,

As per our phone discussion, here is the information needed. The Final Plat will be recommended for approval with the following fire department conditions.

- 1) Fire Flow of 1500 GPM / 2 Hours has been determined based upon the maximum structure size of 3600 Square Feet.**
- 2) Documentation shall be provided that the minimum required fire flow can be achieved and provided with the site improvement submittal package. A water flow test shall be conducted prior to final acceptance as required by the 2009 International Fire Code section 507.4**
- 3) The addition of hydrants may be required. Final placement and quantity will be completed at site improvement submittal.**
- 4) Fire Protection water supply providing the required fire flow and required number of hydrants shall be installed, tested, and approved prior to combustible materials on site as per the 2009 International Fire Code section 507.1 and 1412.1.**
- 5) All weather Fire Department access shall be in place prior to the start of construction and storage of combustible materials on site.**
- 6) Materials storage location shall be approved prior to entrance to site.**
- 7) Residential developments exceeding 30 units require 2 separate means of fire department access as required by the 2009 International Fire Code Appendix D section D104.3 and D107.1.**

Sincerely,

John Holmes
Fire Marshal
Elko Fire Department
775 777-7352 Office
775 777-7359 Fax

RECEIVED

MAY 19 2020

Thomas C. Ballew, P.E., P.L.S.
Robert E. Morley, P.L.S.
Duane V. Merrill, P.L.S.



May 18, 2020

Consulting Civil Engineering
Land Surveying
Water Rights

Cathy Laughlin, City Planner
City of Elko
1751 College Avenue
Elko, NV 89801

Re: Aspen Heights Subdivision, Elko, Nevada - Final Plat

Dear Cathy,

Enclosed please find the following items regarding the above referenced project:

- Application for Final Plat approval.
- Two (2) full size copies of the Final Plat.
- One (1) reduced scale copy of the Final Plat.
- Two (2) full sized copies of the Site Construction Drawings.
- One (1) copy of the Project Design Report.
- One (1) copy of the Project Drainage Calculations.
- One (1) copy of the Project Geotechnical Investigation Report.
- One (1) copy of the Project Lot Calculations.
- One (1) copy of the Project Construction Cost Estimate
- City of Elko Fire Department Information Letter dated 10/18/2016.
- Check in the amount of \$ 975.00 (750.00 plus 9 lots at \$25.00 each) for the Final Plat review fee.

Please advise me of the dates for the Planning Commission and City Council hearings on this matter. I look forward to your review of this item.

Please feel free to contact me if you have any questions.

Sincerely,
High Desert Engineering, LLC



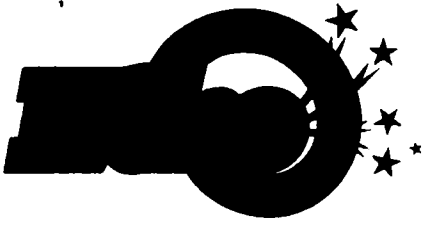
Thomas C. Ballew, PE, PLS

RECEIVED

MAY 19 2020

enclosures

cc Scott Reutner



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

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

APPLICATION FOR FINAL PLAT APPROVAL

APPLICANT(s): Scott Reutner Properties, LLC
MAILING ADDRESS: 1770 Sharps Access Road
PHONE NO (Home) _____ (Business) (775) 753-5100
NAME OF PROPERTY OWNER (If different): same
(Property owner consent in writing must be provided)
MAILING ADDRESS: same
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):
ASSESSOR'S PARCEL NO.: 001-660-011 Address Not Addressed
Lot(s), Block(s), & Subdivision NE1/4 OF SW1/4 OF SW1/4 OF NE1/4
Or Parcel(s) & File No. Section 17, T.34 N., R.55 E., M.D.B. & M.
PROJECT DESCRIPTION OR PURPOSE: Single Family Residential Lots
APPLICANT'S REPRESENTATIVE OR ENGINEER: High Desert Engineering, LLC

FILING REQUIREMENTS:

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

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

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

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

RECEIVED

Final Plat Checklist 3-3-8

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

By My Signature below:

- ☒ I consent to having the City of Elko Staff enter on my property for the sole purpose of inspection of said property as part of this application process.
- ☐ 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 acknowledge that, if approved, I must provide an AutoCAD file containing the final subdivision layout on NAD 83 NV East Zone Coordinate System to the City Engineering Department when requesting final map signatures for recording.
- ☒ I have carefully read and completed all questions contained within this application to the best of my ability.

Applicant / Agent: Scott Reutner
(Please print or type)

Mailing Address: 1770 Sharps Access Road
Street Address or P.O. Box

Elko, NV 89801
City, State, Zip Code

Phone Number: (775) 753-5100

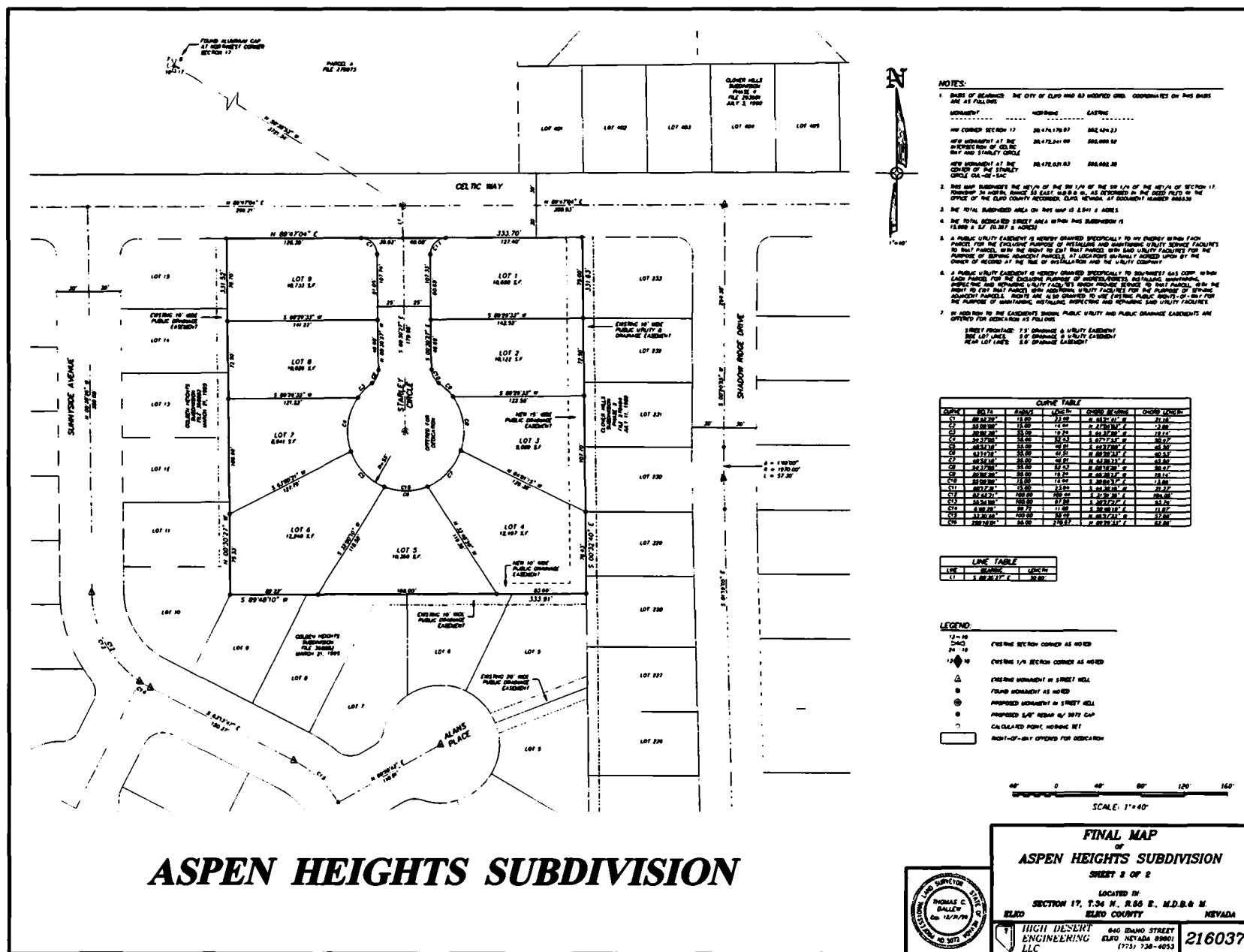
Email address: scott@modernconcrete.net

SIGNATURE: 

FOR OFFICE USE ONLY

File No.: 3-20 Date Filed: 5/19/20 Fee Paid: \$975.00 CV # 33294

Handwritten calculations:
9 lots x \$25 = \$225
+ 750
\$975.00



**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible conditional acceptance of Public Improvements for the Humboldt Hills Subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 14, 2020**
3. Agenda Category: **SUBDIVISION**
4. Time Required: **10 Minutes**
5. Background Information: **The City Council approved Final Map 12-18 on February 12, 2019. A Performance and Maintenance Agreement was entered into on that same day.**

The Developer has substantially completed the Public Improvements in accordance with the approved plans with the exception of a few outstanding items. The developer is asking for a conditional acceptance with the understanding that the remaining items will be completed by September 7, 2020. The City is in receipt of the required Certification of the project by the Engineer of Record. Upon acceptance of the Public Improvements by the Council, the Developer is required to provide maintenance security in the amount of \$201,043.00 for a 12-month maintenance period. This maintenance security has already been given to the City.
MR

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: **Engineer's Estimate of remaining work; Letter from Staker Parson regarding slurry seal; Project Certification by Lana Carter, P.E., – Carter Engineering**
9. Recommended Motion: **Conditional Acceptance of Public Improvements for the Humboldt Hills Subdivision with the noted exceptions. The maintenance period is to run one year from the date of completion of the outstanding items.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **None**
12. Council Action:
13. Council Agenda Distribution: **DDS Properties, LLC
Attn: Dusty Shipp
717 W. Idaho Street
Elko, NV 89801**

Engineer's Estimate for Humboldt Hills
July 4th, 2020
26 Lots
Prevailing Wage Items Not Completed

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Sidewalk	SF	1,845	\$ 12.00	\$ 22,140.00
2	Slurry Seal Jennings and On Site	LS	1	\$ 16,935.00	\$ 16,935.00
Sub Total					\$ 39,075.00

The sidewalk quantity includes replacement at Lots 2, 12 & 25, replacement at curb ramps at Jennings-Eagle intersection, replacement sidewalk at Jennings near light pole area and sidewalk at Sta 11+75-9+00 left side. All of this sidewalk is currently installed. 28 day concrete strength test on the replacement sidewalk portions are due 7-15-20 and 7-16-20. The sidewalk from Sta 11+75 to 9+00 left side failed to meet the 28 day strength test of 4000 psi at 3810 psi. The "Orange Book" Section 336.10.01 allows a 56 day strength test if the specified strength is not met at 28 days. The date of for the 56 day strength test is 7-22-20.

The lump sum price for the slurry seal is from the attached letter from Staker Parson dated May 29th, 2020. The seal is for the entire project as stated in their letter.



May 29, 2020



Braemar Construction LLC
717 W. Idaho Street
Elko, Nevada 89801
Attn: Dusty Shipp



RE: Humboldt Hills Mitigation Slurry Seal Schedule.



Dusty,



Pursuant to the discussions of today with the Engineer and Dennis Strickland of the City of Elko, Staker Parson is contracting with Sierra Nevada Construction for \$ 16,935.00, to slurry seal the entire project when Sierra Nevada Construction mobilizes Elko, Nevada in August of 2020 to perform the slurry seal contract for the City of Elko. It is our understanding that the City of Elko is receptive to this work and timing to complete the work and allow the development to proceed.



Sincerely,



Ron McIntosh
Estimator / Project Manager



Cc: Mike Newby

PH 801-731-1111
FAX 801-731-8800
www.stakerparson.com
2350 S. 1900 W. Ogden, UT 84401

The Preferred Source

SAND ▲ ROCK ▲ LANDSCAPE PRODUCTS ▲ READY MIX CONCRETE ▲ ASPHALT ▲ PAVING ▲ CONSTRUCTION SERVICES

Carter Engineering, LLC
Civil Engineering

P. O. Box 794
Elko, Nevada 89803
775-397-2531



July 4, 2020

Michelle L. Rambo, AICP, Development Manager
City of Elko
1751 College Avenue
Elko, Nevada 89801

Re: Humboldt Hills -Asbuilt and Certification of Public Improvements

Dear Michele,

Please be advised that the construction of the public improvements have been installed in substantial conformance with the construction plans sheets C1-C17 prepared by Lana L. Carter, Carter Engineering LLC, dated 1-16-19 with revised sheet C4 dated 3-19-19. In addition, inspection, materials and testing was in substantial conformance with the plans and with the Standard Plans and Specifications for Public Works Construction, 2016 Edition. Inspection and testing was performed per **Section 336 Inspection and Testing** and further summarized below. Only passing results are included below.

EARTHWORK

302.00 Subgrade Preparation

303.00 Excavating

304.00 Fill and Backfill

	REQUIRED	COMPLETED
GRADING	15	15
SUBGRADE	15	29

Note, the site was mostly export excavation.

WATER DISTRIBUTION PIPE

Section 203.00 Pipe and Related Materials

Section 305 Pipe Systems

Section 307 Fire Hydrants

Section 336 Inspection and Testing

Section 336.06.01 Potable Water Systems

	REQUIRED	COMPLETED
BEDDING	9	11
BACKFILL	9	17
BACTERIAL	4	4
PRESSURE TESTING	1	1

SANITARY SEWER & STORM DRAIN PIPE

Section 203.00 Pipe and Related Materials

Section 306.00 Culverts, and Sanitary Sewer and Storm Drain Systems

Section 336 Inspection and Testing

Section 336.05 Storm Drains, Culverts and Sanitary Sewers

	REQUIRED	COMPLETED
BEDDING	6	6
BACKFILL	20	20

The air testing was performed on 11/25/19 and the defection test was performed on 11/27/19.

CONCRETE CURBS & GUTTERS, VALLEY GUTTERS

Section 200 Aggregates for Base Courses

Section 312 PCC Flatwork, Curbs, Ditches and Slope Paving Returns

Section 336.10 PCC

Section 336.11 PCC Flatwork, Curbs, Ditches and Slope Paving

Section 337.10 PCC for Flatwork, Curbs, Ditches and Slope Paving

	REQUIRED	COMPLETED
BASE	12	19
SLUMP	34	34
AIR	34	34
TEMPERATURE	34	34
COMPRESSION TEST	34	34

Plantmix Bituminous Pavement and Asphaltic Materials

Section 200 Aggregates for Base Courses

Section 201 Asphalts and Additives Materials

Section 320 HMA Pavement

Section 336.17 Inspection and Testing

Section 337.04 Composition of Mixtures

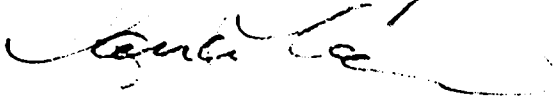
	REQUIRED	COMPLETED
BASE	5	9
EXTRACTION GRADATION	2	2
CORES	9	9

Note that due to irregularities in the surface of the pavement, Staker Parsons has contracted with Sierra Nevada to apply a slurry seal to the entire project during Sierra Nevada's mobilization to Elko to perform other work in August 2020.

Attached is one copy of the as-built plans, test results and a jump drive containing the AutoCad file and all as-built supporting documentation to include all photos.

Please let me know if you need anything further.

Sincerely,
Carter Engineering, LLC



Lana L. Carter, P.E., Professional Engineer - Owner

cc: Dusty Shipp, DDS Properties, LLC

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Aspen Heights subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 14, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Elko City Code 3-3-21 requires the subdivider to have executed and filed an agreement between the subdivider, and the City for the required subdivision improvements, including stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in accordance with Elko City Code 3-3-22. As part of the conditions of approval for Final Map 3-20, the Planning Commission recommended that the agreement be approved by the City Council and be entered into by the developer within 30 days of the City Council's approval of the Final Map. MR**
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: **Performance/Maintenance Agreement**
9. Recommended Motion: **Approve the Performance/Maintenance Agreement for subdivision improvements associated with the Aspen Heights subdivision and require that the developer enter into the agreement within 30 days.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **David Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution: **Scott Reutner Properties, LLC
Attn: Scott Reutner
1770 Sharps Access Road
Elko, NV 89801

High Desert Engineering
Attn: Tom Ballew
tcballew@frontiernet.net**

AGREEMENT TO INSTALL IMPROVEMENTS
AND PROVIDE MAINTENANCE GUARANTY

THIS AGREEMENT made and entered into this 14th day of July, 2020, 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 the "**City**," and **Scott Reutner Properties, LLC**, a Nevada Limited Liability Company, hereinafter referred to as "**Developer**."

RECITALS

- A. WHEREAS, Developer** is subdividing certain property within the **City**, the subdivision being generally known as **Aspen Heights**, into nine (9) separate parcels by means of a subdivision map, identified by the **City** as Final Map No. 3-20;
- B. WHEREAS**, Elko City Code, Title 3, Chapter 3, requires that a developer of a subdivision (as that term is used in NRS 278.320(1)) enter into an Agreement to Install Improvements;
- C. WHEREAS**, the **City** has approved the Engineer's Cost Estimate for the required subdivision improvements (set forth in **Exhibit A** and made a part hereof) and has determined that the cost of the required subdivision improvements is expected to be in the amount of **Three Hundred Fifty-Two Thousand, Thirty-Eight Dollars and Zero Cents (\$352,038.00)**, which amount provides the basis for calculating the amount of the Maintenance Guaranty;
- D. WHEREAS**, the **Developer** intends to complete the required subdivision improvements with its own resources pursuant to Elko City Code Section 3-3-21(A)(3)(a) and 3-3-22(A)(1), and in conformity with the construction plans approved by the **City** (attached as **Exhibit B** and made a part hereof) prior to certification of the final map;
- E. WHEREAS**, Elko City Code 3-3-21(A)(4) requires that all subdivision improvements identified in the agreement to install improvements shall be completed within a specified period, not to exceed two (2) years, to the satisfaction of the **City**;
- F. WHEREAS**, the **City** approved the Final Map on July 14, 2020;
- G. WHEREAS**, pursuant to Elko City Code Section 3-3-22(B)(3), the **Developer** shall file with the Clerk of the **City** a maintenance guaranty to ensure the maintenance, adequacy and condition of all improvements required by this Agreement for a period of one (1) year after the subdivision improvements are accepted by the **City**. The maintenance guaranty may be in any form permitted in Section 3-3-22(B)(1) for a performance guaranty and shall be in the amount of **Thirty-Five Thousand, Two Hundred and Three Dollars and Eighty Cents (\$35,203.80)** (hereinafter referred to as the "Maintenance Guaranty");
- H. WHEREAS**, in the event the **Developer** fails to complete all the required subdivision improvements in accordance with the terms of this Agreement, the **Developer** shall be in default of this Agreement and the **City** shall be entitled to pursue all available legal remedies.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions on the part of the respective parties to be performed, the parties hereby agree as follows:

1) **REQUIRED IMPROVEMENTS, CERTIFICATION, MAINTENANCE GUARANTY, AND ACCEPTANCE AND CERTIFICATION OF THE FINAL MAP**

A. **COMPLETION OF WORK AND MAINTENANCE GUARANTY.** Developer agrees to complete the improvements shown on the construction plans attached as **Exhibit B** hereto in the manner set forth in this Agreement and in conformity with Elko City Code 3-3-21(A)(4) (requiring the improvements to be completed to the satisfaction of the City) (hereinafter the "**Work**") within twenty-four (24) months of the Effective Date, unless otherwise extended in accordance herewith, and Developer shall pay or cause to be paid all claims for labor and materials used to perform the **Work**. During the construction of the subdivision improvements, the Developer may, at its option, guarantee performance of the remaining subdivision improvements with a performance guaranty that conforms to ECC Sections 3-3-21(A)(3)(b) and 3-3-22.

B. **ENGINEER'S ESTIMATE, CERTIFICATION AND SUBMISSION OF WORK.**

1) Developer agrees to, at its own expense, contract with a licensed engineer in the State of Nevada to oversee the construction of the subdivision improvements, oversee all required testing and verification of materials to ensure construction of the subdivision improvements in accordance with all federal, state and local requirements and provide an engineer's estimate, which must be approved by the City. The total engineer's estimate must be an amount no less than the full cost of the following improvements: (a) improvements required under Section 3-3-20 of the Elko City Code; (b) improvements shown on the construction plans prepared and approved in accordance with Section 3-3-18 of the Elko City Code; (c) the cost of required inspection and testing by a properly licensed engineer to oversee the quality assurance and quality control necessary to ensure certification for the construction of the approved construction plans; (d) the cost to replace any existing streets, utilities or other improvements that are included in the required improvements as shown on the construction plans; (e) the cost to prepare the as-built drawings and any associated documents; and (f) incidental expenses associated with the foregoing **Work**.

2) The **Work** shall be certified by the Developer's Engineer (who shall be a registered engineer, licensed in the State of Nevada) and submitted to the City for possible acceptance of the **Work** before the City conducts the subdivision final inspection and no later than twenty-four (24) months after the Effective Date. Upon certification of the **Work**, the Developer's Engineer shall provide the City with a certificate attesting to the adequacy of the **Work** and compliance with all requirements set forth in this Agreement, to include, without limitation, the construction specifications, codes and standards set forth in the Orange Book.

3) The certification by the Developer's engineer shall include: (a) the results of all required testing, presented in an organized manner by material type and category of work; (b) references to the sections of the Orange Book that correspond to the required testing for the material type and category of work; (c) the frequency of the required testing; (d) photo documentation for any components of the **Work** which cannot be certified by testing (i.e. special construction of utility crossings); and (e) an "as-built" drawing of the **Work**.

4) The City Council shall not accept the **Work** without a complete and comprehensive certification of the **Work** by the **Developer's** engineer.

C. MAINTENANCE PERIOD. Notwithstanding the Term of this Agreement, the maintenance period shall commence on the date the City Council accepts the **Work** and shall continue thereafter for a period of twelve (12) months. In satisfaction of its requirement to provide a Maintenance Guaranty, **Developer** shall, prior to acceptance of the **Work**, in conformance with Elko City Code 3-3-22(B)(3), provide the **City** with a Maintenance Guaranty in a form that complies with Elko City Code Section 3-3-22(B) in the amount of **Thirty-Five Thousand, Two Hundred and Three Dollars and Eighty Cents (\$35,203.80)**, which amount is not less than ten percent (10%) of the total cost of the required subdivision improvements. If maintenance is required during the maintenance period, the **City** will provide fifteen (15) calendar days' written notice of the required maintenance work to the **Developer** and the **Developer** must thereafter complete the required maintenance work. If the **Developer** fails to complete the maintenance work within the fifteen (15) calendar day period, without limiting any other rights or remedies available, the **City** may complete or have the maintenance work completed and use the Maintenance Guaranty to satisfy the costs thereof. The certification of the Final Map is, without limitation, conditioned upon **Developer** providing the Maintenance Guaranty.

D. CERTIFICATION OF FINAL MAP. The **City** will not certify the Final Map until:

- 1) The Agreement has been approved by the City Council in conjunction with Final Map approval;
- 2) The Agreement has been fully executed and filed with the City Clerk's office;
- 3) The **Developer** has completed the **Work** as required under the Agreement, or a performance guaranty that complies with ECC Sections 3-3-21(A)(3)(b) and 3-3-22 has been posted with the Elko City Clerk for the remaining **Work**;
- 4) The **Developer** has filed with the Elko City Clerk the Maintenance Guaranty, calculated in the manner set forth herein and otherwise meeting the requirements of this Agreement and the Elko City Code;
- 5) The City Council has accepted the subdivision improvements, or a performance guaranty that complies with ECC Sections 3-3-21(A)(3)(b) and 3-3-22 has been posted with the Elko City Clerk for the remaining **Work**;
- 6) The **Developer** has acquired all other jurat certifications required by the Nevada Revised Statutes, the Elko City Code and this Agreement; and
- 7) All other Final Map requirements set forth in the Nevada Revised Statutes and the Elko City Code have been met.

E. EFFECTIVE DATE. The Effective Date of this Agreement shall be July 14, 2020, which is the date the **City** approved the Final Map, and this Agreement shall operate retroactively to that date, except where otherwise specifically stated herein.

F. TERM. The Term of this Agreement shall be twenty-four (24) months from the Effective Date, unless the **Work** is completed and accepted by the **City** prior to the expiration of the foregoing twenty-four (24) month period, in which event the Term shall expire on the date the **Work** is accepted by the **City**. Notwithstanding the foregoing, the **City** may, upon a written request and showing by the **Developer** of good cause, grant an extension of time to complete the **Work** for an additional twelve (12) months thereafter (with a corresponding extension of the Term); **provided**, no such extension shall be given unless: (a) the **Developer** has satisfactorily performed its duties under this Agreement to date; (b) the **Developer** has diligently and in good faith attempted to complete the **Work** within the aforementioned twenty-four (24) month period, but has been unable to do so due to events beyond the **Developer's** control; and (c) the Maintenance Guaranty has been provided to the Elko City Clerk.

G. DESCRIPTION OF WORK AND CONDITIONS. In addition to any other requirements contained herein, the **Work** shall not be accepted by the **City** unless the **Developer** fully satisfies the following requirements:

(1) COMPLIANCE WITH CITY CODE. **Developer** shall perform the **Work** in a manner that fully complies with the Elko City Code.

(2) STANDARDS. The **Work** shall be completed in accordance with the plans, specifications and conditions approved by the **City** and in accordance with requirements otherwise set forth in this Agreement, to include requirements incorporated by reference.

(3) PRECONSTRUCTION CONFERENCE. Prior to the initiation of the construction of any roadway, drainage, water or sewer improvements included in the **Work**, the **Developer** shall schedule and participate in a preconstruction conference with **Developer's** contractor(s) and the City Development Manager or the **City's** designee(s).

(4) AS-BUILT PLANS. **Developer** shall provide complete as-built drawings of all street, water, sewer and drainage improvements to the **City** prior to the subdivision final inspection.

(5) SUBDIVISION CONDITIONS. **Developer** shall satisfy all subdivision approval conditions established by or at the direction of the City Council and/or the City Planning Commission.

(6) ENGINEER'S CERTIFICATE. Before the subdivision final inspection, **Developer's** engineer (who shall be a registered engineer, licensed in the State of Nevada) shall provide the **City** with a certificate certifying the adequacy of the **Work** and compliance with all requirements set forth in this Agreement, to include, without limitation, **City** standard construction specifications, codes and standards.

H. FINAL COMPLETION AND ACCEPTANCE OF WORK. Approval of the final completion and acceptance of the **Work** shall be at the discretion of the **City**. The **Work** shall not be accepted unless and until it satisfies the requirements of this Agreement, to include the conditions set forth in Section 1 (**REQUIRED IMPROVEMENTS, CERTIFICATION, MAINTENANCE GUARANTY,**

ACCEPTANCE AND CERTIFICATION OF THE FINAL MAP). **Developer** shall request that the **City** inspect the **Work** no later than thirty (30) days prior to the end of the Term. The **City** shall have the authority to suspend the **Work**, in whole or in part, for such period as it may deem necessary due to unsuitable weather or other unfavorable conditions or the failure of **Developer** to comply with the requirements contained in this Agreement, to include compliance with the standard construction specifications of the **City**.

- I. DEFAULT, NOTICE AND OPPORTUNITY TO CURE**. In the event **Developer** fails to complete the **Work** during the Term of this Agreement or any extension hereof, the **Developer** shall be considered in **Default**. Upon discovery of the **Default**, the **City** shall serve upon the **Developer** written notice of such **Default**. **Developer** shall then have fifteen (15) days from the date of mailing of said notice in which to cure the **Default**. In the event of a **Default**, should the **Developer** fail to cure the **Default** within fifteen (15) days from the date of notice, the **City** shall then have the right to complete the **Work**, to include, without limitation, payment of all third-party claims for labor and material, after which the **Developer** shall be liable to the **City** for all costs incurred in completing the **Work**, such amount to be due and payable within thirty (30) days of receipt of an itemized invoice from the **City** detailing the costs incurred by the **City**. In the event **Developer** fails to reimburse the **City** for the costs shown on the foregoing invoice, the **City** may thereafter exercise all rights and remedies available at law and equity.

2. GENERAL TERMS AND CONDITIONS.

- A. WARRANTY**. **Developer** warrants to the **City** that the **Work**, upon completion, will be free of defects and in conformity with all applicable standards, to include requirements of the Elko City Code and any plans approved by the **City** pertaining to the **Work**.
- B. TERMINATION, BINDING EFFECT, DELEGATION AND OTHER MATTERS**. This Agreement may not be amended, modified or terminated except by an agreement in writing and approved by the **Developer** and the Elko City Council. This Agreement and all of the covenants, terms, conditions and/or provisions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding any other provision contained in this Agreement, neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated by any party without the prior written consent of the other party. This Agreement is not intended to confer any rights or benefits to any entity other than to the **City** and to **Developer**; accordingly, there are no third-party beneficiaries to this Agreement.
- C. CONSTRUCTION OF AGREEMENT**. This Agreement constitutes a contract under and shall be construed in accordance with the laws of the State of Nevada. Both parties have had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, the parties agree that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- D. COUNTERPARTS**. This Agreement may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.
- E. NOTICES**. All notices required to be given under this Agreement shall be deemed given upon the earlier of the actual receipt or two (2) days after being mailed by registered or certified mail, return receipt requested, addressed as follows: if to **City**, to c/o Michele Rambo, (or the

then-current) Development Manager, 1751 College Avenue, Elko, Nevada 89801; if to **Developer**, to: Scott Reutner, Scott Reutner Properties, LLC, 1770 Sharps Access Road, Elko, NV 89801.

- F. CITY'S AUTHORITY.** This Agreement is not intended to supersede the authority granted by law to the **City**. Therefore, nothing in this Agreement shall be construed or implied to require the **City's** planning or other regulatory boards or departments (however designated) to approve any plans, permits, maps or other documents pertaining to any aspect of the **Work** or other action described in this Agreement.
- G. TIME OF THE ESSENCE.** Time is of the essence and a material provision of this Agreement.
- H. INDEMNIFICATION.** **Developer** hereby agrees to hold harmless, indemnify and defend the **City** (including, without limitation, the **City's** officers, agents and employees) against and to all claims, demands, actions, suits, liability, cost and expense, including defense expenses, (to include, without limitation, suits for damages and injuries to persons or property) that are claimed to have resulted from the acts or omissions of **Developer** (including without limitation its agents, employees and/or contractors) in any manner pertaining to the **Work**.
- I. JURISDICTION AND VENUE.** The District Court for the Fourth Judicial District, in and for the County of Elko, State of Nevada, shall have jurisdiction and venue over all disputes arising from or in relation to this Agreement.
- J. INTEGRATION.** This Agreement represents and contains the entire Agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes and replaces all prior oral and written agreements and understandings with respect to the subject matter of this Agreement, and no representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter hereof shall be relied upon by the parties unless incorporated herein. This Agreement shall be construed as a complete novation of any prior agreements relating to the subject matter of this Agreement.
- K. DOCUMENTS PROVIDED TO CITY ARE PUBLIC.** This Agreement, together with any documents associated with the **Work**, may be recorded in any public system of records, to include the records of the Elko County Recorder. Under no circumstances shall **Developer** assert a right to confidentiality or an intellectual property interest in documents or other information provided to the **City** in relation to the **Work**.
- L. ATTORNEY FEES.** In the event the **City** is required to pursue any action to enforce any term or condition in this Agreement, it shall be entitled to reasonable attorney's fees and court costs.
- M. SEVERABILITY.** In the event one or more of the provisions, or portions thereof, of this Agreement is determined to be illegal or unenforceable, the remainder of the Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.
- N. HEADINGS.** The headings of sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.
- O. NO AGENCY, PARTNERSHIP OR JOINT VENTURE.** Nothing herein contained shall be construed to create an agency, partnership or joint venture between the parties.

P. REMEDIES NOT EXCLUSIVE. No remedy provided by this Agreement, to include the right to make a claim against a bond or other guaranty, shall be exclusive. The City shall have the right to pursue any remedies provided under this Agreement, or by law or equity, simultaneously or in sequence at its sole discretion.

Q. PERFORMANCE GUARANTY IS NOT EQUIVALENT TO ACCEPTANCE OF THE WORK. Developer acknowledges that posting a performance guaranty for the remaining Work does not constitute acceptance of the subdivision improvements by the City. City Council acceptance and the beginning of the maintenance period will only occur once all subdivision improvements have been completed, have been certified by the project engineer of record, and have been inspected and approved by all appropriate City departments.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate the day and year first above written.

CITY - THE CITY OF ELKO,
a municipal corporation

DEVELOPER – SCOTT REUTNER PROPERTIES, LLC

By: _____
REECE KEENER, Mayor

By: _____

Its: _____

ATTEST:

KELLY WOOLDRIDGE, City Clerk

EXHIBIT A

ASPEN HEIGHTS SUBDIVISION

Construction Estimate
May 18, 2020

ITEM	DESCRIPTION	UNIT PRICE	UNIT	QTY	EXTENSION
Mobilization					
1	Mobilization	\$ 5,000.00	L.S.	1	\$ 5,000.00
2	Erosion Control	2,500.00	L.S.	1	2,500.00
3	Traffic Control	1,000.00	L.S.	1	1,000.00
Removals					
4	Clearing & Grubbing	1,500.00	Acre	2.70	4,050.00
5	Cut Existing AC Pavement	1.50	L.F.	366	549.00
6	Remove Existing AC Pavement	2.00	S.F.	364	728.00
Earthwork					
7	Unclassified Excavation	3.00	C.Y.	3,370	10,110.00
8	Unclassified Embankment	4.00	C.Y.	1,530	6,120.00
9	Export Material	5.00	C.Y.	1,540	7,700.00
Sanitary Sewer					
10	48" Type 1 Sanitary Sewer Manhole	4,000.00	Each	2	8,000.00
11	8" SDR-35 PVC Sewer	40.00	L.F.	217	8,680.00
12	4" Sanitary Sewer Service	2,000.00	Each	9	18,000.00
Storm Sewer					
13	Modified Sidewalk Cross Drain	1,000.00	Each	1	1,000.00
14	Property Line Ditch	25.00	L.F.	336	8,400.00
15	Seepage Beds	100.00	C.Y.	40	4,000.00
Water					
16	8" Class 235 PVC Water	40.00	L.F.	244	9,760.00
17	6" Class 235 PVC Water	55.00	L.F.	24	1,320.00
18	Fire Hydrant	3,500.00	L.F.	1	3,500.00
19	1" Water Service	2,200.00	Each	9	19,800.00
20	12"x8" Tapping Sleeve	2,500.00	Each	1	2,500.00
21	8" Tapping Valve	2,500.00	Each	1	2,500.00
22	8"x6" Reducer	500.00	Each	1	500.00
23	6" Gate Valve	750.00	Each	1	750.00
24	6" 45° Bend	500.00	Each	1	500.00

ASPEN HEIGHTS SUBDIVISION

Construction Estimate May 18, 2020

ITEM	DESCRIPTION	UNIT PRICE	UNIT	QTY	EXTENSION
Surfacing					
25	Type 2, Class B, Aggregate Base	40.00	C.Y.	505	20,200.00
26	Type 2 Curb & Gutter	25.00	L.F.	769	19,225.00
27	Type 2 Curb & Gutter w/ Apron	25.00	S.F.	582	14,550.00
28	6' Valley Gutter	10.00	S.F.	222	2,220.00
29	4" Sidewalk	5.50	S.F.	3,107	17,088.50
30	3" Plantmix Bituminous Surface	2.50	S.F.	15,218	38,045.00
31	Seal Coat	0.15	S.F.	15,218	2,282.70
Miscellaneous					
32	Class A Monument	500.00	Each	1	500.00
33	Street Light Bases	1,500.00	Each	2	3,000.00
Public Utilities					
34	Electric	35,000.00	L.S.	1	35,000.00
35	Telephone	5,000.00	L.S.	1	5,000.00
36	Television	3,000.00	L.S.	1	3,000.00
37	Natural Gas	10,000.00	L.S.	1	10,000.00
Construction Sub-Total					\$ 297,078.00
Davis Bacon Wage Rates		15.0%	L.S.		44,562.00
Construction Engineering		3.5%	L.S.		10,398.00
Construction Total					\$ 352,038.00

EXHIBIT B

**ASPEN HEIGHTS SUBDIVISION
SITE CONSTRUCTION DRAWINGS**

TWO DAYS BEFORE YOU DIE
CALL **USA** TOLL FREE
1-800-227-2600

OWNER:

SCOTT REUTNER PROPERTIES, LLC
1770 SHARPS ACCESS ROAD
ELKO, NEVADA 89801
CONTACT: SCOTT REUTNER (775) 753-5100

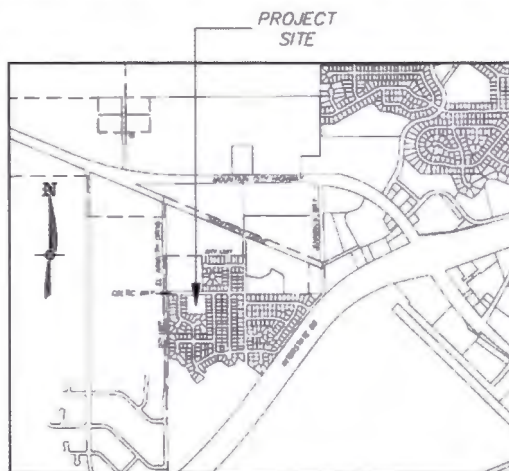
GENERAL NOTES:

1. ALL CONSTRUCTION SHALL conform TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AS SPECIFICATIONS AND DETAILINGS BY THE REGIONAL TRANSPORTATION COMMISSION OF MAJOR CITIES, INDIANA AND THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION BY THE INDIANA DEPARTMENT OF TRANSPORTATION.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF BLOOMINGTON SPECIFIC STANDARD REQUIREMENTS AND REQUIREMENTS SPECIFIC TO THIS PROJECT.
3. ALL CONSTRUCTION SHALL MEET MINIMUM APPROVED TRANSPORTATION ROUTE-CATEGORY 1 AND SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AS DETERMINED BY THE INDIANA DEPARTMENT OF TRANSPORTATION.
4. ALL TRAFFIC CONTROLS AND ALL PEDESTRIAN ACCESSIBILITY SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" AND THE "MANUAL OF UNIFORM PAVEMENT MARKINGS".
5. ALL WORK PERFORMED TO MAINTAIN ACCESSIBILITY SHALL MEET AMERICAN PAVEMENT STANDARDS AND THE PEDESTRIAN MANUAL SHALL BE IN ACCORDANCE WITH THE AMERICAN BUREAU OF CHARTERED CITIES ACT AND IND. 117-2-2000, "ACCESSIBILITY AND USABLE BARRIERS AND FACILITIES".
6. ANY CONFLICTS BETWEEN THE ABOVE RELEVANT SPECIFICATIONS AND THE REQUIREMENTS CONTAINED IN THE CONTRACT DOCUMENTS SHALL RESOLVE IN FAVOR OF THE CITY OF BLOOMINGTON'S ORDER FOR RESOLUTION.
7. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE SPECIFICATIONS REPORT PREPARED FOR THIS PROJECT. ANY CONFLICTS IN THE SPECIFICATIONS REPORT OR ANY REPORT CONTAINED IN THE CONTRACT DOCUMENTS SHALL RESOLVABLY BE SUBJECT TO THE ATTENTION OF THE OWNER FOR RESOLUTION.
8. ALL WORK ASSIGNED WITHIN THIS PUBLIC IMPROVEMENT TO BE PERFORMED BY A LICENSED CONTRACTOR.
9. THE CONTRACTOR SHALL NOTIFY THE PROJECT DESIGNER THE SOLE DESIGNER OF THE CITY OF BLOOMINGTON AND ALL UTILITY COMPANIES OF THE LOCATION OF ALL UTILITIES OF RECORD.
10. THE CONTRACTOR SHALL OBTAIN AND PAY FOR A COT FROM THE CITY OF BLOOMINGTON FOR ALL WORK DONE WITHIN THE CITY OF BLOOMINGTON. HOWEVER, THE CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS OF THIS PLAN.
11. THE CITY OF BLOOMINGTON CONTRACTOR SHALL OBTAIN A COT FROM THE CITY OF BLOOMINGTON FOR ALL WORK DONE WITHIN THE CITY OF BLOOMINGTON. HOWEVER, THE CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS OF THIS PLAN.
12. IF THE DISTURBED AREA WITHIN THE PROJECT IS GREATER THAN ONE (1) ACRE, THE CONTRACTOR SHALL OBTAIN A DISTURBANCE MANAGEMENT PLAN FROM THE CITY OF BLOOMINGTON. THE DISTURBANCE MANAGEMENT PLAN SHALL BE REVIEWED BY THE CITY OF BLOOMINGTON AND APPROVED BY THE CITY OF BLOOMINGTON TO COMPLY WITH CONSTRUCTION.
13. IF THE DISTURBED AREA WITHIN THE PROJECT IS GREATER THAN ONE (1) ACRE, THE CONTRACTOR SHALL OBTAIN AN EROSION CONTROL PLAN FROM THE CITY OF BLOOMINGTON. THE EROSION CONTROL PLAN SHALL BE REVIEWED BY THE CITY OF BLOOMINGTON AND APPROVED BY THE CITY OF BLOOMINGTON TO COMPLY WITH CONSTRUCTION.
14. THE CONTRACTOR SHALL OBTAIN A COPY OF THE EROSION CONTROL PLAN FROM THE CITY OF BLOOMINGTON AND APPROVED BY THE CITY OF BLOOMINGTON TO COMPLY WITH CONSTRUCTION.
15. THE CONTRACTOR SHALL OBTAIN A COPY OF THE EROSION CONTROL PLAN FROM THE CITY OF BLOOMINGTON AND APPROVED BY THE CITY OF BLOOMINGTON TO COMPLY WITH CONSTRUCTION.

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




















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PROJECT DATA:

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VICINITY MAP

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|  | EXTENDING SERVICE BEYOND MAIN BY SIDE & DIRECTION |  | EXTENDING UNDERGROUND TELEPHONE LINE |
|  | EXTENDING SERVICE BEYOND MAIN |  | EXTENDING TELEPHONE MAINLINE |
|  | EXTENDING SERVICE BEYOND SERVICE LATERAL |  | EXTENDING UNDERGROUND TELEPHONE LINE |
|  | EXTENDING SERVICE BEYOND MAIN BY SIDE & DIRECTION |  | EXTENDING OVERHEAD TELEPHONE LINE |
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|  | EXTENDING SERVICE BEYOND MAIN |  | EXTENDING TELEPHONE MAINLINE |
|  | EXTENDING SERVICE BEYOND MAIN BY SIDE & DIRECTION |  | EXTENDING UNDERGROUND TELEPHONE LINE |
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ENGINEER:

HIGH DESERT ENGINEERING, LLC
640 IDAHO STREET
ELKO, NEVADA 89801
(775) 738-4053



HIGH
DESERT
ENGINEERING
LLC

SHEET INDEX:

- CONSTRUCTION DRAWINGS**
- | | |
|---|---------------------------------------|
| 1 | TITLE SHEET |
| 2 | PLAN & PROFILE - CELTIC WAY |
| 3 | PLAN & PROFILE - STABLEY CIRCLE |
| 4 | PLAN & PROFILE - PROPERTY LINE DITCH |
| 5 | GRADING & DRAINAGE PLAN |
| 6 | EROSION CONTROL PLAN |
| 7 | SITE DETAILS |
| 8 | WATER SYSTEM & UTILITY LAYOUT DETAILS |
| 9 | SEWER SYSTEM DETAILS & UTILITY NOTES |

SUPPLEMENTAL DRAWINGS

- 1 FINAL MAP - SHEET 1 OF 2
2 FINAL MAP - SHEET 2 OF 2

ABBREVIATIONS:

- [illegible]

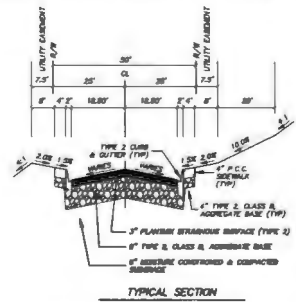
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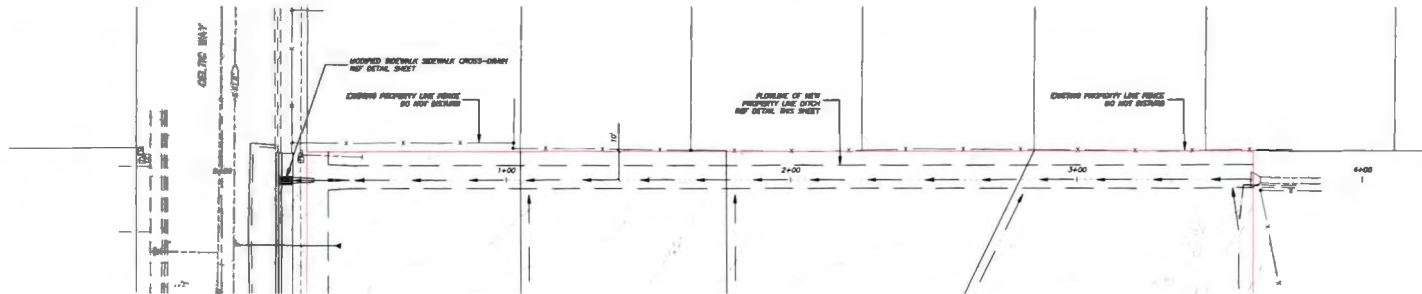
8. SANITARY RATHER LINES TO BE 30"-36" PVC.
9. ALL DIVIDES ALONG CIRCULAR WAY TO BE MARKED PRIOR TO CONSTRUCTION OF STREET IMPROVEMENTS.
10. USE PG 64-32 PERFORMANCE GRADE ASPHALT CEMENT AND TYPE 2 AGGREGATE IN ALL PLANTERS/TRANSVERSE COURSES.
11. ALL PAVEMENT SURFACES TO BE SLOPED. USE 2%+ CALIBRATED ASPHALT (MINUS 20% AN EQUAL AMOUNT OF WATER) FOR SEAL COATS. APPLY AT A RATE OF 0.14 GPM (SPY) AND APPLY 2ND COAT AS NECESSARY.
12. TOP OF PLANTING TRANSVERSE SURFACE TO BE 1/8" (MIN.) TO 1/4" (MAX.) ABOVE CONCRETE CUTTER LIP.
13. REFERENCE DETAIL SHEETS FOR CONSTRUCTION DETAILS AND NOTES.

SCALE: 1"=40'



Professional Engineer Seal for Thomas C. Bagley, State of Missouri, No. 5078, Exp. 12/31/20.

SHEET OF		CONSULTING ENGINEERING & SURVEYING		SCALE		ASPEN HEIGHTS SUBDIVISION SITE CONSTRUCTION DRAWINGS PLAN & PROFILE - STARLEY CIRCLE				E&O E&O COUNTY NEVADA
		840 DIAMOND STREET BLVD, NEVADA 89001 (702) 728-4003		NORTH 1"=20' WEST 1"=4' JOB No. 2613	NORTH 1"=20' WEST 1"=4' JOB No. 2613		DESIGNED BY TCR DRAWN BY TCR CHECKED BY TCR DATE: OCTOBER, 2016		REV. DATE DESCRIPTION BY 1 12/07/16 AS-RECORDED TCR 2 5/27/20 071-A-5-B TCR	

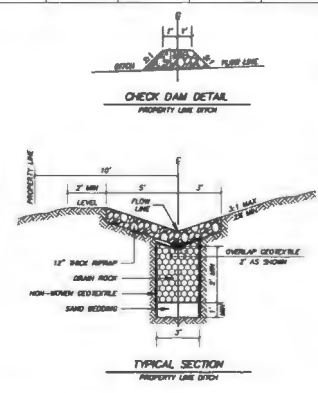
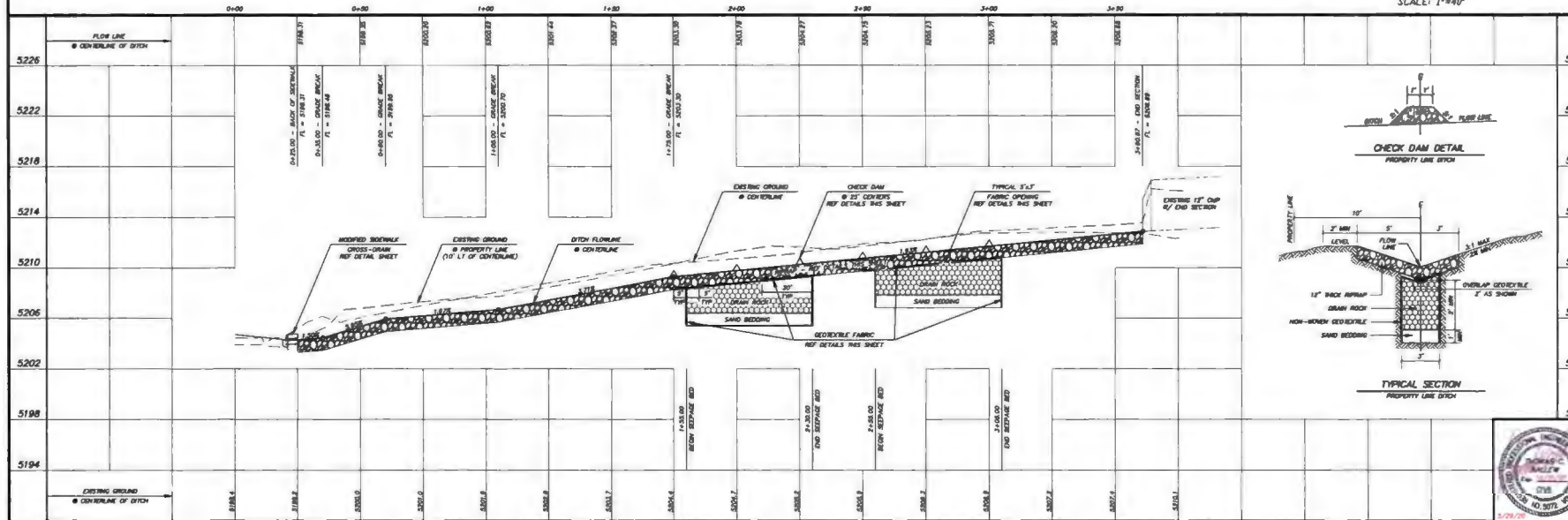


PROPERTY LINE DITCH

NOTES:

1. ASPHALT TO MEET THE REQUIREMENTS FOR CLASS III/IV ASPHALT BEDDING AS CONTAINED IN THE PROJECT STANDARD SPECIFICATIONS.
2. NON-WOVEN GEOTEXTILE FABRIC TO BE TENSILE STRAIN 140% OR APPROVED EQUAL.
3. GRAIN ROCK TO MEET THE REQUIREMENTS FOR CLASS C BACKFILL AS CONTAINED IN THE PROJECT STANDARD SPECIFICATIONS.
4. SAND BEDDING TO MEET THE REQUIREMENTS OF ASTM C-33 FOR CONCRETE SAND.
5. REFERENCE DETAIL SHEETS FOR ADDITIONAL CONSTRUCTION DETAILS AND NOTES.

SCALE: 1"=40'



DESIGNED BY	CHK	DATE	DESCRIPTION	BY	DATE
DRAWN BY	TCB				
CHECKED BY	TCB				
APPROVED BY	TCB				
DATE					

ASPEN HEIGHTS SUBDIVISION
SITE CONSTRUCTION DRAWINGS
PLAN & PROFILE - PROPERTY LINE DITCH
BLAND COUNTY NEVADA

SCALE:	1"=40'
PROJECT NO.	2008-001
DATE	11/11/08
JOB NO.	2008-001
DWG NO.	2008-001
CONSULTING ENGINEERING	DESERT ENGINEERING
SHEET	4
OF	9



1. CURB & DRIVE GRADIENTS AT MATCH POINTS ARE TO BE CONSIDERED APPROXIMATE ONLY. FINAL GRADES WILL BE DETERMINED PRIOR TO PLACING CURB & GUTTER.

2. CONTRACTOR SHALL PROVIDE ALL CONSTRUCTION MATERIAL. IF CONTRACTOR WISHES TO USE MUNICIPAL, HE SHALL APPLY FOR PERMIT OF CURB AND SHALL PAY ALL ASSOCIATED FEES.

3. THE CONTRACTOR SHALL MAINTAIN A 24-HOUR HOT LINE FOR CONTRACTOR INCLUDING WEATHERING OF OPEN AREAS. GUTTER CLOSING, PAVING SHALL BE IN COMPLIANCE WITH ALL FEDERAL, STATE, COUNTY AND CITY CODES AND ORDINANCES.

4. THE CONTRACTOR SHALL MAINTAIN AN ONGOING PROCESS FOR REMOVAL OF SPILLAGE OF OILS/HAZARDOUS MATERIAL ON ALL PAVED SURFACES.

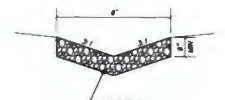
5. ALL AREAS DESTROYED AND LEFT UNDEVELOPED FOR A PERIOD OF MORE THAN 30 DAYS SHALL BE STABILIZED BY THE APPLICATION OF TOP SOIL LAYER (1.5" MINIMUM) AND SEEDING FOR A PERIOD OF MORE THAN 30 DAYS SHALL BE SEEDING-TESTED AND AN APPROVED SEED MIX AND TOPSOIL SHALL BE PROVIDED UNLESS PREVIOUSLY ESTABLISHED AS APPROVED BY THE CITY OF CHESAPEAKE.

6. EXTENDED EARTHQUAKE QUANTITIES:

EXCAVATION	3.00 C.Y.
CONCREMENTS	1.50 C.Y.

7. CONTRACTOR SHALL VERIFY EARTHQUAKE QUANTITIES PRIOR TO PROCEEDING WITH EXCAVATION.

8. DETAILED LOT GRADING PLANS WILL BE REQUIRED WITH THE PLOT PLAN FOR EACH LOT.



TYPE 1 DRAINAGE DITCH



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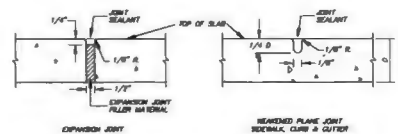
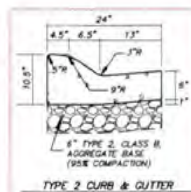


Diagram illustrating the cross-section and plan view of a sidewalk structure.

Cross-section details:

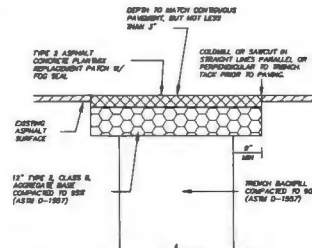
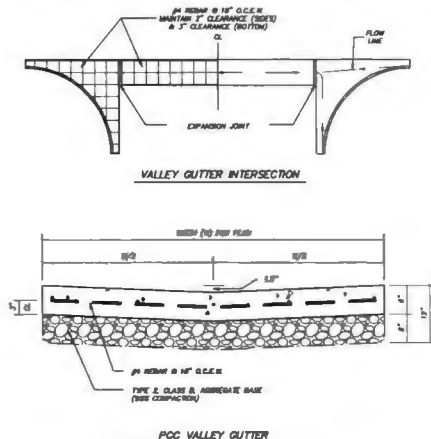
- Top layer: CURB & OUTLET
- Layer below curb: SIDEWALK
- Base layers: 4" CONCRETE, 4" THICK TYPE 3 CLASS B AGG. BASE, 1/2" RADIUS MATERIAL COMPACTED TO 90% AIR VOID RATIO
- Slope: SLOPE 1.5% (*)
- Width: 12"

Plan view details:

- Radius: 10'
- Width: 12'

(*) MINIMUM PERMISSIBLE SLOPE = 2%

TYPICAL SIDEWALK



1. IF COLUMBIA OR SURECUT IS WITHIN 24" OF EDGE OF PLANTING PAVERS, REMOVE EXISTING PAVEMENT TO THAT EDGE AND REPLACE WITH SECTION.
2. USE PG 64-82 ASPHALT CEMENT IN ALL JOISTS OF PLANTING IN FURNISHING SURFACES.
3. USE SS-1 ENHANCED ASPHALT (MIXED WITH AN EQUAL AMOUNT OF WATER) FOR SEAL COATS. APPLY AT A RATE OF 0.10 GPSY AND APPLY SAND BROADCAST AS NECESSARY.

TYPICAL PATCH FOR FLEXIBLE PAVEMENT

ALL CONTRACTORS SHALL MEET THE REQUIREMENTS OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

1. AGGREGATE BASE MATERIAL SHALL MEET THE REQUIREMENTS OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

2. PROPOSED SLOPE SHALL MEET THE REQUIREMENTS OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

3. PLAINFISH STABILIZATION SHOULD BE LAP' TO 1/2" ABOVE WILLEY OUTLETS. ALL OTHER SURFACES TO BE FLUSH WITH WILLEY OUTLETS.

4. IF SIX COARSE SLOPE SHALL NOT BE ATTACHED ON THE WILLEY OUTLET, PROPOSED COARSE SLOPE SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER.

5. CLUMP BARRIAR A DETECTABLE BARRIAR SHALL MEET THE REQUIREMENTS OF 28 CFR PART 3A, ADA STANDARDS FOR ACCESSIBLE DESIGN.

6. DIRECTLY EXISTING SURFACES GO TO THE P.C. AND THE P.T.

7. EXISTING EXISTING CHANGES TO EXISTING WELLS AND PESTERMAN ROADS TO PREVENT FLOODING.

8. COARSE SLOPE OF INTERIOR AND CLUMP BARRIAR SHALL NOT EXCEED 2%.

9. WHEN CONSTRUCTING BARRIAR CLUMP & GUTTER ALONGSIDE DRAIN, COMPLETELY REMOVE INTERFERING PORTIONS OF EXISTING CURBS & GUTTER. LOCATION OF CURBS SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER.

10. DETECTABLE BARRIAR SHALL BE YELLOW AND CONSIST OF HARDY PRACTICED DOCKS AND PLACED AT THE BOTTOM PORTION OF THE BARRIAR.

11. CLUMP BARRIAR SHALL BE CONSTRUCTED WITH A RIGID BARRIER PAVEMENT SURFACE TO THE SLOPE OF THE BARRIAR.

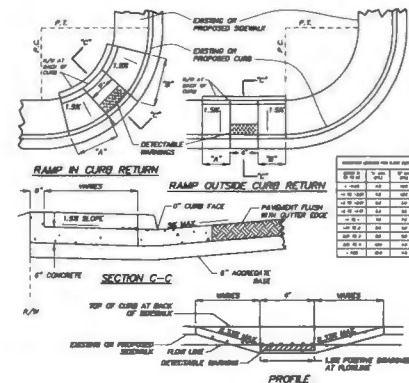
12. PLAINFISH STABILIZATION SURFACE SHALL BE FLUSH WITH THE EDGE OF THE GUTTER PAV. IN THE AREA OF THE GUTTER.

13. ALL CONCRETE CURBS, GUTTER SHALL HAVE 1/2" EXPANSION JOINTS AT 30' INTERVALS AND AT ALL CURB RETAINS. CLUMP & GUTTER SHALL HAVE REINFORCED PLAINFISH SURFACES EVERY 30' FOR BARRIAR CONSIDERED PLAINFISH.

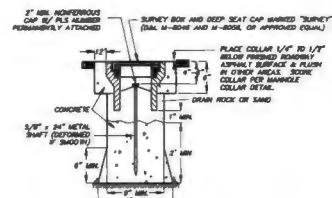
14. ALL SURFACES SHALL HAVE 1/2" EXPANSION JOINTS AT 30' INTERVALS AND AT ALL CURB RETAINS. BARRIAR SHALL HAVE REINFORCED PLAINFISH SURFACES EVERY 30' AND SHALL COINCIDE WITH CURB CONSIDERED PLAINFISH.

TYPE 1 AND TYPE 2 CLUMP BARRIAR TO BE LOCATED AT THE MOUNTAIN OF THE CLUMP BARRIAR. GULLY DRAIN CURBS SHALL BE ADDED TO THE PAVENT SURFACE LINES EXISTING CEMENT.

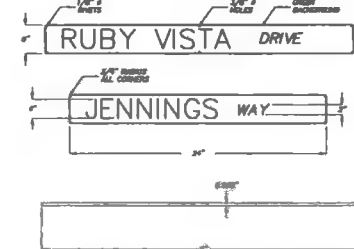
FOOTWALKS AND BACKLAYS BARRIAR SURFACES SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER.



TYPE 1 CURB RAMP

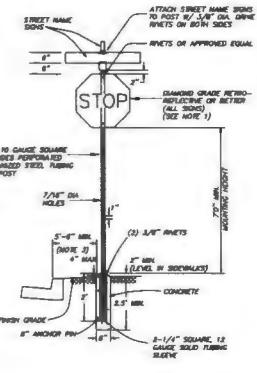


CLASS A MONUMENT



1. SIGNS SHALL MEET THE REQUIREMENTS OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND THE LATEST EDITION OF THE M.U.T.C.D.
2. SIGN PANELS SHALL BE MOUNTED ON EXTRUDED ALUMINUM NO. 6063-T5, WITH A MINIMUM THICKNESS OF 0.080"
3. ALL MATERIALS TO BE USED FOR SIGNS SHALL BE DAMAGED GRADE UP RETRO-REFLECTIVE SHEETING.

STREET NAME SIGN



1. SIGN MATERIALS AND CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM PLACING CODES. MATERIALS USED FOR SIGNING SHALL BE GRADING GRADE RETROREFLECTIVE SHEETING OR BETTER.
2. STREET SIGN SHALL BE AS SPECIFIED BY THE ISSUING AGENCY AND MOUNTED WITH MANUAL - PROOF MOUNTING.
3. ON STREETS WHERE CURBS DO NOT EXIST, SET SIGN 6" MINIMUM FROM PAVEMENT EDGE.
4. EACH STREET SIGN SHALL CONSIST OF TWO PLATES MOUNTED TOGETHER.

TYPE 2 STREET SIGN


[illegible]

SIGNED BY	TOR
DATE	TOR
CHECKED BY	TOR
PRICE BY	TOR

ASPEN HEIGHTS SUBDIVISION
SITE CONSTRUCTION DRAWINGS
SITE DETAILS

SCALE _____
HORIZ _____
VERT _____
OB No 5213

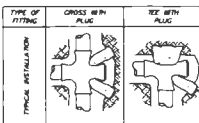
**CONSULTING ENGINEERING
&
SURVEYING**
840 IDAMO STREET
ELATO MEYADA 68001


 HIGH *
 DESERT
 ENGINEERING
 LLC

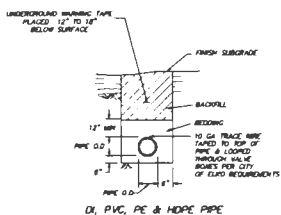
SHEET
 7

OF
 9



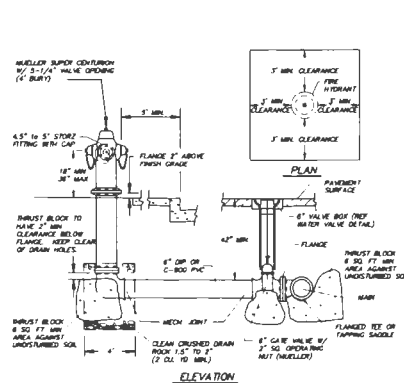


- THRUST BLOCK BEARING AREAS



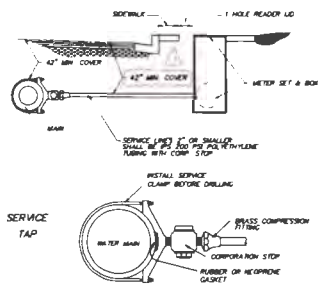
1. ~~WATER DESIGNED BACKFILL~~ AND TUNNELING SHALL NOT BE ALLOWED.
2. BACKFILL SHALL MEET THE REQUIREMENTS FOR CLASS "C" BACKFILL (IN ALL ROOSTS OVER 4" COMPACTED IN 4" (MAX) LIFTS TO BENEATH THE CURB) OF THE U.S.A. (AASHTO M 214-1971).
3. BEDDING MATERIAL FOR DUCTILE FROM PIPE SHALL BE CLASS "C", AND SHALL BE CLASS "A" FOR ALL OTHER PIPES.
4. BEDDING MATERIAL SHALL BE COMPACTED TO 90% (MIN) OF MAXIMUM COMPACTION (ASTM D-1557).
5. FOR FRENCHES IN ROADWAY SECTION, SEE FRENCH PATCH DETAILS.
6. ALL FRENCHES EXCAVATIONS SHALL CONFORM TO THE LATEST U.S.N.A. AND I.U.T.C. REQUIREMENTS.
7. UNDERGROUND INVERTING PIPE SHALL BE METALLIC AND APPROPRIATELY LABELED AND COLORED.
8. THE CONTRACTOR SHALL NOT HAVE AN OPEN OR UNGRADED

TRENCH EXCAVATION AND BACKFILL



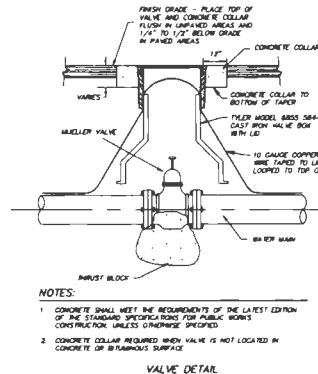
- 2. HYDRAULIC SUMP SHALL BE CHANGED REGD.
- 3. ALL HYDRAULIC SUMP HAVE (2) 2.5" PLUMBER OUTLETS MATH. THREADED WITH CAP & CHAIN AND (3) 4" STEAMER PLUMBER OUTLET WITH 3" - 5" STOUT FEMALE CONNECT WITH CAP & CHAIN ALL PLUMBER SUMP BE INSPECTED FOR AMERICAN NATIONAL CODE COMPLIANCE
- 4. OPERATING BUT SHALL BE 1.5' POSITION
- 5. INSPECTION BY A CITY OF CLACK FORD OR PUBLIC WORKS REPRESENTATIVE IS REQUIRED PRIOR TO INSTALLATION
- 6. FOR FINAL ACCEPTANCE, A FLOW, FLUSH, & HYDRAULIC TEST SHALL BE PERFORMED BY CITY OF CLACK FORD AUTHORITY GROUP OR PUBLIC WORKS REPRESENTATIVE, WITHIN 13-01, WITHIN 14.1 TEST SPECIFIC FOR UNDERGROUND PIPING
- 7. HYDRAULIC TEST SHALL INCLUDE ADEQUATE SHUT OFF PROTECTION, 1" MINIMUM CLEANLINESS, AND FLOW RATE DRAINAGE RATE AT 100 PSI

FIRE HYDRANT



1. CORPORATION STOP, CURB STOP, (GATE VALVE 4" OR LARGER) AND SERVICE LINE TO BE SAME SIZE
2. SERVICE CLAMP SHALL BE DOUBLE STRAP FOR ALL SERVICE TAP SIZES, EXCEPT WHERE SIZE OF TAP EXCEEDS MANUFACTURER'S RECOMMENDED LIMIT FOR SIZE OF MAIN
3. TAPS SHALL BE STAGGERED AND PLACED A MINIMUM OF 12" APART FOR DUCTILE IRON PIPE. TAPS SHALL BE STAGGERED AND PLACED A MINIMUM OF 18" APART FOR C900. NO TAPS SHALL BE CLOSER THAN 2 FEET FROM THE ENDS OF PIPE.
4. ALL JOINT FITTINGS SHALL BE OF BRASS COMPRESSION TYPE

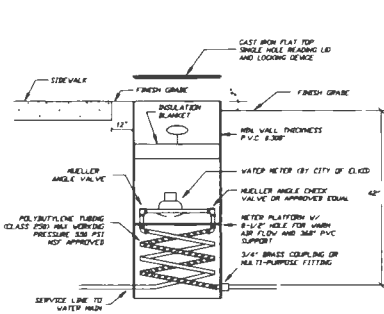
WATER SERVICE CONNECTION



- NOTES:**
1. CONCRETE SHALL MEET THE REQUIREMENTS OF THE LATEST OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION UNLESS OTHERWISE SPECIFIED
 2. CONCRETE COLLAR REQUIRED WHEN VALVE IS NOT LOCATED CONCRETE OR BITUMINOUS SURFACE

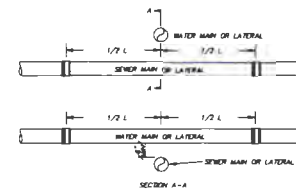
SEWER / WATER CROSSING SPECIAL CONSTRUCTION NOTES:

- [illegible]



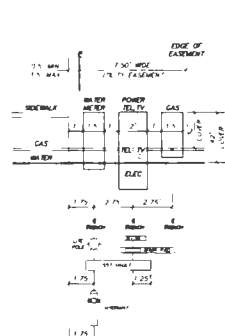
1. 4" WATER METER BOX SHALL BE LABELLED / McCULLOUGH THERMA-CYCL METER BOX
 2. NO MORE THAN ONE EXTENSION ALLOWED
 3. CL. OF METER BOX TO BE LOCATED 1.75 FEET BEHIND BACK OF SIDEWALK
- 1/4" & 1/2" WATER METER

3/4" & 1" WATER METER



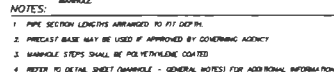
- THIS DETAIL APPLIES IF WATER MAIN OR WATER LATERAL IS BELOW SEWER MAIN OR SEWER LATERAL, OR IF WATER MAIN OR WATER LATERAL IS LESS THAN 18" ABOVE SEWER MAINS OR LESS THAN 72" ABOVE SEWER LATERALS.

SEWER & WATER LINE CROSSING

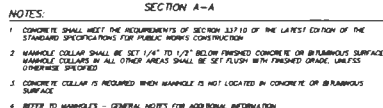


- MORE MAINTAIN UTILITY SEPARATIONS IN ACCORDANCE WITH NV ENERGY, FRONTIER COMMUNICATIONS, SATELLITE BROADBAND, SOUTHWEST GAS CORP AND CITY OF ELKO REQUIREMENTS.

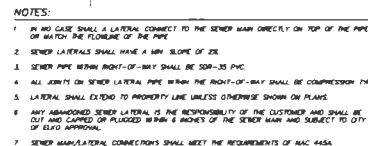




TYPE 1 ECCENTRIC MANHOLE



MANHOLE COLLAR DETAIL



SEWER LATERAL CONNECTION



- MANHOLES - GENERAL NOTES:

- ALL MANHOLES SHALL MEET THE REQUIREMENTS OF SECTION 904 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- MANHOLE COVERS SHALL BE DESIGNED AS FLOW DRUM, WATER OR SEWER CLEANLY.
- ALL BRICKWORK AND EXCAVATION SHALL CONFORM WITH THE LATEST EDITION OF THE D.S.A. REQUIREMENTS.
- PRECAST MANHOLE SECTIONS OTHER THAN GRADE BRICKS, SHALL BE JOINED WITH AN EPOXY RESIN GROUTED AN INTERNAL BOND AS TRANSMISSION OF LOAD AS PER MANUFACTURER'S RECOMMENDATIONS.
- TYPE 1: TYPE 1: SAMPLE TO BE CONSTRUCTED AT THE PIPE SIZE. ADJUSTMENT AND GRADE AS FOLLOWS:
 - TYPE 1: 2' - 4' SIZE
 - ALL CISTS FOR PIPE 18" AND SMALLER
 - 24" AND SMALLER PIPE ON TANGENT LINE & GRADE
 - TYPE 1: 2' - 4' SIZE
 - 24" THROUGH 36" PIPE ON TANGENT LINE & GRADE
 - 21" THROUGH 27" PIPE AT ANGLE POINTS AND CHANGES IN GRADE OR PIPE SIZE.
- EXCHANGABLE SLURRY BACKFILL MAY BE USED AS STRUCTURAL BACKFILL FOR EXCAVATIONS DEEPER THAN 10 FEET AND SHALL BE PLACED AT A 1:1.5 RATIO OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- THE FINAL WEIGHT OF MANHOLE GRADE BRICKS SHALL NOT EXCEED 12 POUNDS.

- UTILITY NOTES:

- [illegible]



**Elko City Council
Agenda Action Sheet**

1. **Title: Review, consideration, and possible approval of a slope easement on City of Elko property to be used for grading between the City of Elko (grantor) and Koinonia Development, LP (grantee) in association with the previously-approved Mountain View Townhomes subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: July 14, 2020**
3. **Agenda Category: NEW BUSINESS**
4. **Time Required: 10 Minutes**
5. **Background Information: Due to the existing topography of the development site, the applicant's engineer is proposing off-site grading onto City of Elko-owned property (a portion of Mountain View Park). A condition of approval of the Tentative Map was that a slope easement be granted to allow for this off-site grading.**

This slope easement was considered by the City Council at the April 28, 2020 and May 12, 2020 meetings. However, the final easement document contained an error that was caught by the Engineer of Record for the project. This error has been corrected. The City Attorney has determined that a revised Grant of Easement needs to be presented to City Council for approval. MR

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: Proposed Grant of Easement, Display Map, and Legal Description**
9. **Recommended Motion: Approve the slope easement from the City of Elko to Koinonia Development, LP for grading associated with the Mountain View Townhomes subdivision as presented.**
10. **Prepared By: Michele Rambo, AICP, Development Manager**
11. **Committee/Other Agency Review: David Stanton, City Attorney**
12. **Council Action:**
13. **Council Agenda Distribution: Koinonia Development, LP
207 Brookwood Drive
Elko, NV 89801
elkoluke@gmail.com**

Agenda Item VI. B.

High Desert Engineering, LLC
640 Idaho Street
Elko, NV 89801
tcballew@frontiernet.net

APN: 001-610-075

After Recordation Return To:

City of Elko
City Planner
1751 College Avenue
Elko, Nevada 89801

GRANT OF EASEMENT
(Slope)

THIS GRANT OF EASEMENT is entered into this ____ day of _____, 2020 by and between **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada (“Grantor”), and **KOINONIA DEVELOPMENT, LP**, a Nevada Limited Partnership the (“Grantee”).

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real property situate in the County of Elko, State of Nevada, more particularly described in the following exhibits:

EXHIBIT A (LEGAL DESCRIPTION) - SLOPE EASEMENT, CITY OF ELKO, NEVADA

and shown on the following map:

EXHIBIT B (MAP) - CITY OF ELKO, NEVADA SLOPE EASEMENT

Exhibits A and B, being attached hereto and by this reference made a part hereof, the foregoing property collectively referred to as the “Easement Property;” and

WHEREAS, Grantor desires to grant a permanent slope easement to Grantee and its successors and assigns over the Easement Property for the purposes of and on the terms and conditions set forth herein.

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
ATTORNEYS AT LAW
530 IDAHO STREET - P.O. BOX 1358
ELKO, NEVADA 89801
(775) 738-8091

NOW THEREFORE, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby convey an easement as follows:

1. **Grant of Slope Easement.** Grantor hereby grants to Grantee and its successors, assigns, licensees, contractors, invitees and agents, a permanent non-exclusive easement for slope and associated purposes (to include ingress and egress) over, across, upon, under and through, that certain parcel of real property situate within the City of Elko, County of Elko, State of Nevada, more particularly described as "Slope Easement" on **Exhibit A** attached hereto, titled "Slope Easement, City of Elko," and as delineated and shown on **Exhibit B**, "City of Elko, Nevada Slope Easement."

2. **Reversion.** Notwithstanding any other provision contained herein, if the final map for the subdivision known as "Mountain View Town Homes" is not recorded with the Elko County Recorder on or before May 29, 2022, then all right, title and interest of Grantee in and to the above-described easement shall automatically cease and revert immediately to Grantor.

3. **Access; Use.** Except as provided in Section 1, above, save and except for public areas, Grantee shall not traverse, trespass on or disturb other portions of the Grantor's Property or other real property owned by Grantor without the prior written consent of Grantor. Grantee shall comply with all applicable dust control and emissions requirements, regulation and laws while entering over, across, upon, under, and through that portion of the Grantor's Property for ingress and egress and for the purposes described in Sections 1, above.

THIS GRANT OF EASEMENT and the terms contained herein shall run with the land and become and be a burden on the Grantor's Property and shall be binding upon and shall inure to the benefit of Grantor and Grantee, and the successors, agents and assigns of Grantor and Grantee, and all the rights herein granted may be assigned.

TO HAVE AND TO HOLD all the singular the said premises, granted together with the appurtenances, unto said Grantee their successors, agents, contractors, licensees and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents duly to be executed the day and year first above written.

(Signatures on next page)

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
ATTORNEYS AT LAW
530 IDAHO STREET - P.O. BOX 1358
ELKO, NEVADA 89801
(775) 738-8091

GRANTOR:

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

**By: _____
REECE KEENER
Mayor, City of Elko**

GRANTEE:

**KOINONIA DEVELOPMENT, LP, a
Nevada Limited Partnership**

By: _____

Its: _____

STATE OF NEVADA)
 : ss.
COUNTY OF ELKO)

This instrument was acknowledged before me on this ____ day of _____, 2020, by Reece Keener, as City of Elko Mayor, on behalf of said entity, as therein named.

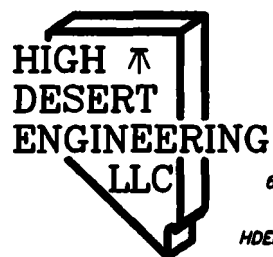
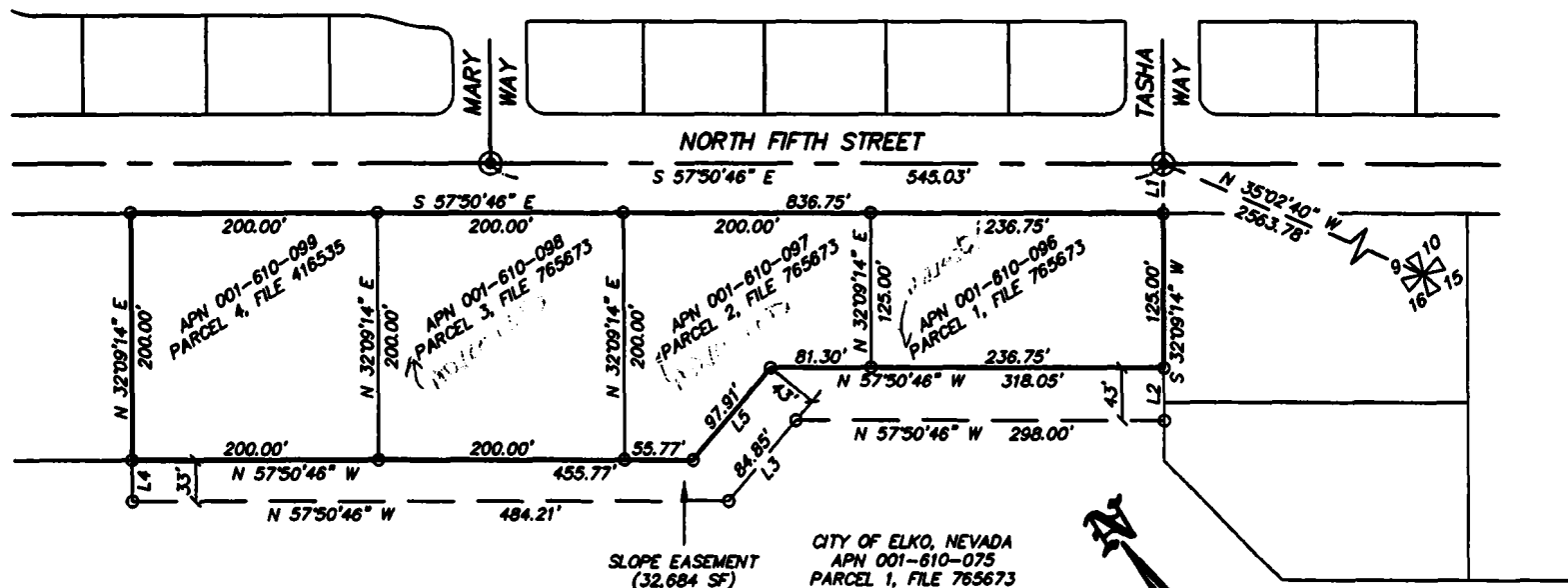
NOTARY PUBLIC

STATE OF NEVADA)
 : ss.
COUNTY OF ELKO)

This instrument was acknowledged before me on this ____ day of _____, 2020, by _____, as _____ of Koinonia Development, LP, on behalf of said entity, as therein named.

NOTARY PUBLIC

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
ATTORNEYS AT LAW
530 IDAHO STREET - P.O. BOX 1358
ELKO, NEVADA 89801
(775) 738-8091



640 IDAHO STREET
ELKO, NV 89801
(775) 738-4053
HDENG@FRONTIERNET.NET

EXHIBIT "B"

CITY OF ELKO, NEVADA SLOPE EASEMENT

IN

SECTION 9, T.34 N., R.55 E., M.D.B. & M.

EXHIBIT "A"

Slope Easement

City of Elko, Nevada

March 17, 2020

A slope easement located within Section 9, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Elko County, Nevada, more particularly described as follows:

Commencing at the monument located at the intersection of North Fifth Street and Tasha Way as shown on the Boundary Line Adjustment Record of Survey for Koinonia Development, LP, and the City of Elko, Nevada, filed in the office of the Elko County Recorder, Elko, Nevada, as document number 765673; thence South 32°09'14" West, a distance of 40.00 feet to the most easterly corner of Adjusted Parcel No. 1 as shown on said Boundary Line Adjustment Record of Survey; thence South 32°09'14" West, along the southeast boundary of said Adjusted Parcel No. 1, a distance of 125.00 feet to the most southerly corner of said Adjusted Parcel No. 1, being Corner No. 1, the True Point of Beginning;

thence South 32°09'14" West, a distance of 43.00 feet to Corner No. 2;

thence North 57°50'46" West, a distance of 298.00 feet to Corner No. 3;

thence South 72°09'14" West, a distance of 84.85 feet to Corner No. 4;

thence North 57°50'46" West, a distance of 484.21 feet to Corner No. 5;

thence North 32°09'14" East, a distance of 33.00 feet to Corner No. 6, being the most westerly corner of Parcel No. 4 as shown on said Boundary Line Adjustment Record of Survey;

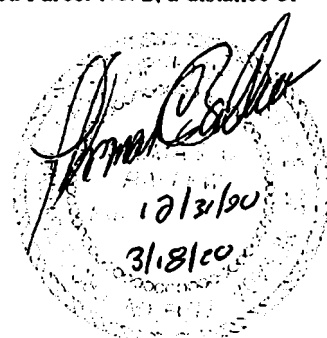
thence South 57°50'46" East, along the southwesterly boundaries of said Parcel No. 4 and Adjusted Parcels No. 3 and No. 2 as shown on said Boundary Line Adjustment Record of Survey, a distance of 455.77 feet to Corner No. 7;

thence North 72°09'14" East, along the southerly boundary of said Adjusted Parcel No. 2, a distance of 97.91 feet to Corner No. 8;

thence South 57°50'46" East, along the southwesterly boundaries of said Adjusted Parcels No. 2 and No. 1, 318.05 feet to Corner No. 1, the Point of Beginning, containing an area of 32,684 square feet, more or less.

Reference is hereby made to Exhibit "B", City of Elko, Nevada, Public Utility & Drainage Easement in Section 9, T. 34 N., R. 55 E., M.D.B. & M., attached hereto and made a part hereof.

HIGH DESERT Engineering, LLC
Thomas C. Ballew
Nevada P.L.S. 5072



640 Idaho Street
Elko, NV 89801
(775) 738-4053

**Elko City Council
Agenda Action Sheet**

1. **Title: Review, consideration, and possible approval of a Deed of Dedication to create a public utility and drainage easement on City of Elko property (Mountain View Park) associated with the development of the previously-approved Mountain View Townhomes subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: July 14, 2020**
3. **Agenda Category: NEW BUSINESS**
4. **Time Required: 10 Minutes**
5. **Background Information: The project site is located adjacent to an existing drainage channel. The approved Tentative Map shows the onsite drainage being directed to this drainage channel via a public utility and drainage easement. A condition of approval of the Tentative Map was that a public utility and drainage easement be granted to allow for this drainage movement.**

The creation of a public utility and drainage easement at this location was considered and approved by the City Council at the May 12, 2020 meeting. However, the final documents contained an error that was caught by the Engineer of Record for the project. It was further determined that a Deed of Dedication was needed instead of the previously approved easement. The initial error has been corrected and the appropriate documents completed. The City Attorney has determined that a Deed of Dedication for a public utility and drainage easement needs to be presented to the City Council for approval. MR
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: Proposed Deed of Dedication, Display Map, and Legal Description**
9. **Recommended Motion: Approve the Deed of Dedication to create a public utility and drainage easement on City of Elko property associated with the Mountain View Townhomes subdivision as presented.**
10. **Prepared By: Michele Rambo, AICP, Development Manager**
11. **Committee/Other Agency Review: David Stanton, City Attorney**

Agenda Item VI. C.

12. Council Action:

13. Council Agenda Distribution: **Koinonia Development, LP**
207 Brookwood Drive
Elko, NV 89801
clkoluke@gmail.com

High Desert Engineering, LLC
640 Idaho Street
Elko, NV 89801
tcballew@frontiernet.net

APN: 001-610-075

When Recorded, Mail To:

City of Elko

City Planner

1751 College Avenue

Elko, Nevada 89801

The undersigned affirms that
this document does not contain
a social security number.

DEED OF DEDICATION
(Drainage)

THIS INDENTURE, made and entered into between **CITY OF ELKO**, a municipal corporation, organized and existing in the County of Elko, State of Nevada, Grantor, and the **CITY OF ELKO**, a municipal corporation, organized and existing in the County of Elko, State of Nevada under and by virtue of its Charter and the Special Act of the Legislature of the State of Nevada, Grantee.

W I T N E S S E T H:

That the Grantor, for valuable consideration, the receipt of which is hereby acknowledged, does hereby dedicate to the Grantee, for any and all public use, including but not limited to drainage uses and associated purposes, that certain parcel of real property situate within the City of Elko, County of Elko, State of Nevada, more particularly described on **Exhibit A** attached hereto and as delineated and shown on the map at **Exhibit B**, attached hereto.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be executed this ____ day of _____, 2020.

CITY OF ELKO

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
ATTORNEYS AT LAW
530 IDAHO STREET - P.O. BOX 1358
ELKO, NEVADA 89801
(775) 738-8091

STATE OF NEVADA)
) ss.
COUNTY OF ELKO)

On this ____ day of _____, 2020, personally appeared before me, a Notary Public, _____, who acknowledged that he/she executed the above instrument.

NOTARY PUBLIC

CERTIFICATE OF ACCEPTANCE

This is to certify that the dedication herein above set out has been accepted by motion of the Elko City Council on the _____ day of _____, 2020, pursuant to motion of the Elko City Council passed on the _____ day of _____, 2020 and the Grantee consents to recordation thereof by its duly authorized officer.

DATED this _____ day of _____, 2020.

REECE KEENER, Mayor

ATTEST:

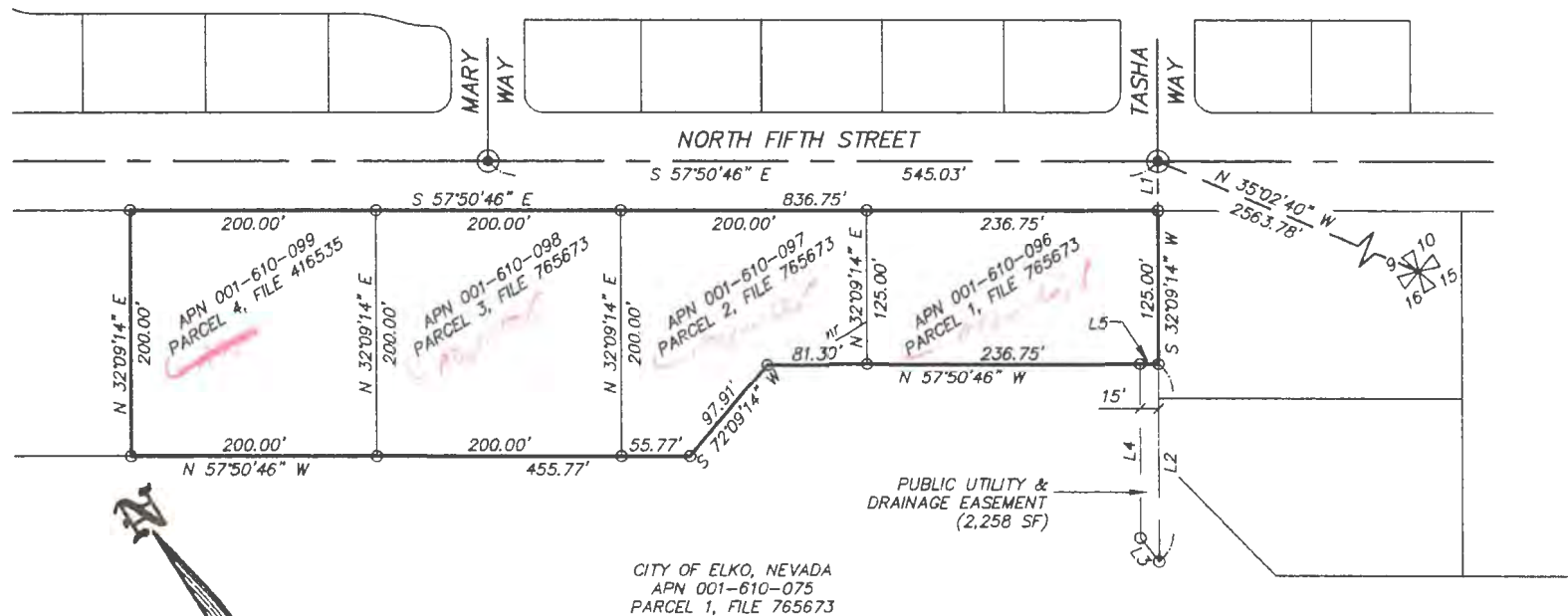
KELLY WOOLDRIDGE, City Clerk

STATE OF NEVADA)
)**ss**
COUNTY OF ELKO)

On this ____ day of _____, 2020, personally appeared before me, a Notary Public, REECE KEENER, Mayor and KELLY WOOLDRIDGE, City Clerk, who acknowledged that they executed the above instrument.

NOTARY PUBLIC

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
ATTORNEYS AT LAW
530 IDAHO STREET - P.O. BOX 1358
ELKO, NEVADA 89801
(775) 738-8091



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 32°09'14" W	40.00'
L2	S 32°09'14" W	160.00'
L3	N 06°08'10" W	24.21'
L4	N 32°09'14" E	141.00'
L5	S 57°50'46" E	15.00'

150' 0 150'

SCALE: 1"=150'

HIGH
DESERT
ENGINEERING
LLC

640 IDAHO STREET
ELKO, NV 89801
(775) 738-4053
HDENG@FRONTIERNET.NET

EXHIBIT "B"

CITY OF ELKO, NEVADA
PUBLIC UTILITY & DRAINAGE EASEMENT

IN

SECTION 9, T.34 N., R.55 E., M.D.B. & M.

EXHIBIT "A"

Public Utility & Drainage Easement

City of Elko, Nevada

March 17, 2020

A public utility and drainage easement located within Section 9, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Elko County, Nevada, more particularly described as follows:

Commencing at the monument located at the intersection of North Fifth Street and Tasha Way as shown on the Boundary Line Adjustment Record of Survey for Koinonia Development, LP and the City of Elko, Nevada, filed in the office of the Elko County Recorder, Elko, Nevada, as document number 765673; thence South 32°09'14" West, a distance of 40.00 feet to the most easterly corner of Adjusted Parcel No. 1 as shown on said Boundary Line Adjustment Record of Survey; thence South 32°09'14" West, along the southeast boundary of said Adjusted Parcel No. 1, a distance of 125.00 feet to the most southerly corner of said Adjusted Parcel No. 1, being Corner No. 1, the True Point of Beginning;

thence South 32°09'14" West, a distance of 160.00 feet to Corner No. 2;

thence North 06°08'10" West, a distance of 24.21 feet to Corner No. 3;

thence North 32°09'14" East, a distance of 141.00 feet to Corner No. 4, being a point on the southwesterly boundary of said Adjusted Parcel No. 1;

thence South 57°50'46" East, along the southwesterly boundary of said Adjusted Parcel No. 1, a distance of 15.00 feet to Corner No. 1, the Point of Beginning containing an area of 2,258 square feet, more or less.

Reference is hereby made to Exhibit "B", City of Elko, Nevada, Public Utility & Drainage Easement in Section 9, T. 34 N., R. 55 E., M.D.B. & M., attached hereto and made a part hereof.



**Elko City Council
Agenda Action Sheet**

1. **Title: Review, consideration, and possible action to conditionally approve Parcel Map No. 5-20, filed by City of Elko, for the division of approximately 38.086 acres into four parcels, located generally on the west side of Wright Way, with offer of dedication for Wright Way, Rocky Road and Jennings Way Rights-of-Way, and matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: July 14, 2020**
3. **Agenda Category: NEW BUSINESS**
4. **Time Required: 10 Minutes**
5. **Background Information: The Planning Commission considered this item at its July 7, 2020 meeting, and took action to forward a recommendation of conditional approval to City Council. The Parcel Map contains an offer of dedication for Right-of-Way, and it is for this reason that the map was referred to the Planning Commission, and subsequently to Council. 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: Map, P.C. Action Report, Staff reports and related correspondence**
9. **Recommended Motion: Conditionally approve Parcel Map No. 5-20 subject to the conditions as recommended by the Planning Commission.**
10. **Prepared By: Cathy Laughlin, City Planner**
11. **Committee/Other Agency Review: Planning Commission, Elko County**
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 July 7, 2020

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on July 7, 2020 per Section 3-3-24 H. 2. of City Code:

Parcel Map 5-20, filed by City of Elko. The parcel map creates four parcels from the existing one parcel and contains an offer of dedication for right-of-way for a portion of Wright Way, Rocky Road and Jennings Way. Due to the dedication, it is referred to the Planning Commission with recommendation to the City Council, and matters related thereto.

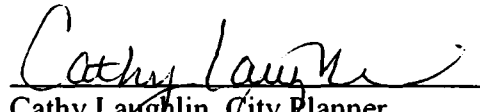
The parcel map creates four parcels from the one parcel owned by the applicant, City of Elko. The map will be dedicating a portion of Wright Way, Rocky Road and Jennings Way to the City of Elko.

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 conditionally approve Parcel Map No. 5-20 subject to the conditions from the Development Department's memo June 23, 2020, listed as follows:

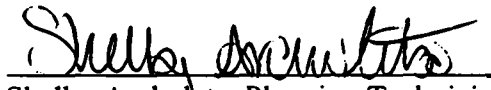
1. Prior to map recordation, a Master Plan Amendment is required to change the Master Plan designation from Residential Medium Density to Public (or other appropriate designation).
2. Prior to map recordation, a Zone Change is required to change the zoning designation from General Agriculture to Public/Quasi-Public (or other appropriate designation).
3. All required public improvements (including any off-site improvements) required as future development occurs must be designed and constructed per current City of Elko code requirements in place at that time.
4. The Parcel Map shall be recorded by Elko County within two (2) years of this approval.
5. Prior to map recordation, add a note to the map stating that all public improvements are to be installed at time of the development of each parcel.
6. Future water and sewer will need to be extended from the residential neighborhood to the east. The water line shall be a minimum of 10 inches and the sewer line shall be a minimum of 8 inches per City Code.

The Planning Commission's findings to support its recommendation are the parcel map conforms with the City of Elko Master Plan Transportation component, the City of Elko Wellhead

Protection Plan, and the City of Elko Code Sections 2-13-3, 3-2-4, 3-2-13, 3-8, and 3-3-24, and 3-3-28. The proposed development is not in strict conformance with the Land Use component of the Master Plan.


Cathy Laughlin, City Planner

Attest:


Shelby Archuleta, Planning Technician

CC: Applicant
Michele Rambo, Development Manager (via email)
Kelly Wooldridge, City Clerk

STAFF COMMENT FLOW SHEET
PLANNING COMMISSION AGENDA DATE: 7/7

Do not use pencil or red pen, they do not reproduce

Title: Parcel Map No. 5-20

Applicant(s): City of EKO

Site Location: APN 001-01A-012 -

Current Zoning: A Date Received: 6/15/20 Date Public Notice: N/A

COMMENT: This is to divide APN 001-01A-012 into four parcels with dedications to Rocky Rd., Jennings Way, and Wright Way rights-of-way.

If additional space is needed please provide a separate memorandum

Assistant City Manager: Date: 6/23/2020

Recommend approval as presented by staff

SAW

Initial

City Manager: Date: 6/24/20

No comments/concerns.

CC

Initial

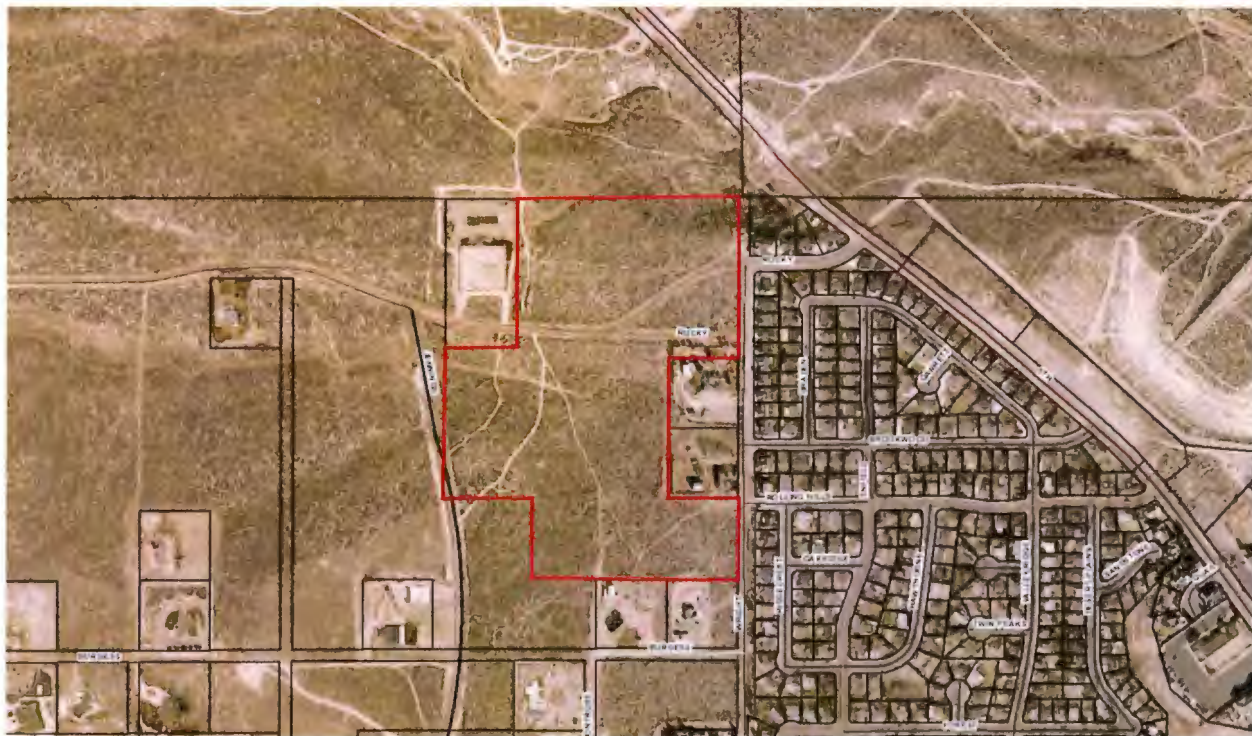


CITY OF ELKO
DEVELOPMENT DEPARTMENT
1755 COLLEGE AVENUE
ELKO, NEVADA 89801
(775)777-7210
(775)777-7219 FAX

To: Cathy Laughlin, City Planner
From: Michele Rambo, AICP, Development Manager
Re: Parcel Map 5-20, City of Elko, Wright Way/Rocky Road
Date: June 23, 2020

The City of Elko, Development Department has reviewed the proposed parcel map under existing conditions. Applicable Master Plan Sections, Coordinating Plans, and City Code Sections are:

- City of Elko Master Plan – Land Use Component
- City of Elko Master Plan – Transportation Component
- City of Elko Redevelopment Plan
- City of Elko Wellhead Protection Plan
- City of Elko Code – Section 2-13-3 Sidewalk, Curb and Gutter Construction
- City of Elko Code – Section 3-2-4 Establishment of Zoning Districts
- City of Elko Code – Section 3-2-13 General Agriculture District
- City of Elko Code – Section 3-8 Flood Plain Management
- City of Elko Code – Section 3-3-24 Parcel Maps
- City of Elko Code – Section 3-3-28 Mergers and Resubdivision of Land



The City of Elko Development Department finds that without a Master Plan and/or Zone Change, the parcel map is **NOT** in general compliance with the above referenced Master Plan Components and Sections of City Code. The parcel map was evaluated based on the existing conditions and current zoning

of the property.

BACKGROUND INFORMATION

1. The proposed map is the division of one parcel, 001-01A-012 into four new parcels.
2. The proposed parcels have an area approximately
 - a. Parcel A: 10.11 Acres
 - b. Parcel B: 15.37 Acres
 - c. Parcel C: 2.36 Acres
 - d. Parcel D: 7.23 Acres
3. The area is zoned (AG) General Agriculture
4. The property is currently vacant.
5. The area lies on the west side of Wright Way and north of Burgess Lane. Rocky Road bisects the parcel.
6. Public improvements are not in place.

MASTER PLAN:

Land Use:

- The land use is identified as Residential Medium Density.
- General Agriculture is not a corresponding Zoning designation under the Residential Medium Density category. Per the Master Plan, General Agriculture is only an allowable zoning under the Agricultural/Residential – Rural Density and Parks and Open Space designations.
- A Master Plan Amendment and/or Zone Change is required to bring the property into conformance with the Master Plan.
- Objective 8: Encourage new development that does not negatively impact County-wide natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains, etc., or pose a danger to human health and safety.
- **Until a Master Plan and/or Zone Change is completed, the project is not consistent with the Land Use Section of the Master Plan.**

Transportation:

- The proposed parcels have access to:
 - N. 5th Street, a Minor Arterial, via Rocky Road, Brookwood Drive, and Rolling Hills Drive.
 - Jennings Way, a Minor Arterial
- Future development of the parcels will dictate access points to individual parcels.

ELKO REDEVELOPMENT PLAN:

- The property is not located within the Redevelopment Area.

ELKO WELLHEAD PROTECTION PLAN:

- The property is located outside the 30 year capture zone.

SECTION 2-13-3 SIDEWALK, CURB AND GUTTER CONSTRUCTION

- This section of code states sidewalks, curbs and gutters shall be required on all vacant lots or parcels of land which are hereafter ... merged or divided.
- The applicant is not currently proposing street improvements, but is dedicating right-of-way as part of the proposed Parcel Map.

- The improvements required along the frontage(s) of all parcels must be installed at the time of development. Off-site improvements will also be required as needed to provide connectivity.

SECTION 3-2-4 ESTABLISHMENT OF ZONING DISTRICTS

- Section 3-2-4 ESTABLISHMENT OF ZONING DISTRICTS states that no yard or lot area can be reduced below the minimum requirements set forth in Title 3 (zoning).
- The General Agriculture zoning district has a minimum lot size of 5 acres.
- Parcels A, B, and D are larger than the minimum 5 acres required. **Lot C does not conform with the current minimum lot size at only 2.36 acres.**

Section3-2-13 GENERAL AGRICULTURE DISTRICT

- Compliance with this section of code is required **unless a Zone Change occurs.**
- Allowed uses for the General Agriculture District include:
 - Agriculture
 - Ranching
 - Dairy Farms
 - Oil Wells
 - Soil Crops
 - Guest Ranches
 - Veterinary Clinic
 - Churches (with CUP)
 - Public Recreation Uses (with CUP)
 - Schools (with CUP)
 - Water Pumping and Storage (with CUP)
- Any other uses are prohibited.

SECTION 3-8 FLOODPLAIN MANAGEMENT:

- The site is located outside of any flood hazard area.
- This Parcel Map and any future development of the project site will not increase the potential of flooding above what already exists.

SECTION 3-3-24 PARCEL MAPS

Parcel Maps (A) – The proposed Parcel Map has been submitted as required.

Parcel Maps (B) – Public improvements have not been shown on the Parcel Map (See Section C below).

Parcel Maps (C) – Because this Parcel Map is dedicating right-of-way along Rocky Road and Jennings Way, City of Elko Code requires that the map be approved by the City Council and that public improvements be designed and constructed (including off-site improvements) upon development. The required condition of approval has been added.

With the City of Elko being the applicant for this Parcel Map, this requirement will mean that the City is responsible for designing and constructing all needed public improvements as these parcels are developed. This will continue to be the case unless and until an agreement with a user is in place. Ideally, this agreement should be in place prior to the map recordation.

Parcel Maps (D) – The map does include offers for dedication of Rights of Way on both Rocky Road and Jennings Way.

Parcel Maps (E) – As it exists, the map **does not** comply with all zoning requirements. As discussed above, one of the proposed parcels does not meet the minimum lot size for the General Agriculture zoning designation. A condition of approval has been added that the map not be recorded until a Master Plan Amendment and/or Zone Change has been approved and is in place.

Parcel Maps (F) – Construction plans have not been submitted and approved for site improvements. These plans will be required for development of the individual parcels.

Parcel Maps (G) – This section does not apply because this is not a subsequent Parcel Map.

Parcel Maps (H) – Application has been made through the Planning Department to be processed as required by this section.

Parcel Maps (I) – No exceptions apply to this site. A Parcel Map is required.

Parcel Maps (J) – A survey was done as part of the Parcel Map preparation.

Parcel Maps (K) – The required filing fee was paid to the Planning Department.

Parcel Maps (L) – All required information has been shown on the Parcel Map.

Parcel Maps (M) – The applicant is responsible for recording the Parcel Map within the required timeframe. A condition of approval has been included.

Parcel Maps (N) – None of the listed prohibitions apply to the proposed Parcel Map.

SECTION 3-3-28 MERGERS AND RESUBDIVISIONS OF LAND

Mergers (A) – All lots are owned by the applicant (City of Elko).

Mergers (B) – The map shall be recorded in accordance with NRS 278.320 - .4725

Mergers (C) – All easements are clearly identified on the map.

Mergers (D) – No security is being held by the city.

RECOMMENDATION

The City of Elko **Development Department** recommends conditional approval of the parcel map with the following conditions.

1. Prior to map recordation, a Master Plan Amendment is required to change the Master Plan designation from Residential Medium Density to Public (or other appropriate designation).
2. Prior to map recordation, a Zone Change is required to change the zoning designation from General Agriculture to Public/Quasi-Public (or other appropriate designation).
3. All required public improvements (including any off-site improvements) required as future

development occurs must be designed and constructed per current City of Elko code requirements in place at that time.

4. The Parcel Map shall be recorded by Elko County within two (2) years of this approval.
5. Prior to map recordation, add a note to the map stating that all public improvements are to be installed at time of the development of each parcel.
6. Future water and sewer will need to be extended from the residential neighborhood to the east. The water line shall be a minimum of 10 inches and the sewer line shall be a minimum of 8 inches per City Code.



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

July 8, 2020

Elko County Planning and Zoning
540 Court Street, Suite 104
Elko, NV 89801

Re: Parcel Map No. 5-20/City of Elko

In accordance with the Communication Policy between the City of Elko and Elko County, the City of Elko hereby notices and advises the Board of County Commissioners of the County of Elko of the City's intention to consider Parcel Map No. 5-20, filed by The City of Elko. Please find enclosed a double-sided copy of the application and parcel map for your review and comment.

The subject property is located generally north and south of Rocky Road, west of Wright Way, and east of Jennings, abutting County property, as shown on the enclosed map.

The Elko City Council is scheduled to review this application on July 14, 2020.

Please submit written comments to the Elko City Planning Department. If we do not receive written comments prior to the due date, we will assume you have no concerns regarding this application.

Please feel free to contact me if you have any questions concerning this matter.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

(775) 777-7160 * (775) 777-7219 fax

APPLICATION FOR PARCEL MAP APPROVAL

APPLICANT(s):	CITY OF ELKO, NEVADA		
MAILING ADDRESS:	1751 COLLEGE AVENUE		
PHONE NO (Home)	775-777-7160	(Business)	
NAME OF PROPERTY OWNER (If different):			
(Property owner's consent in writing must be provided.)			
MAILING ADDRESS:			
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):			
ASSESSOR'S PARCEL NO.:	001-01A-012	Address	ROCKY RD / JENNINGS WAY / WRIGHT WAY
Lot(s), Block(s), & Subdivision	PORTION OF THE NE 1/4 SECTION 8, T34N, R55E, MDM		
Or Parcel(s) & File No.	PATENT 27-2006-0005 RECORDED AS DOCUMENT No. 543305		
APPLICANT'S REPRESENTATIVE OR ENGINEER:	SUMMIT ENGINEERING / RYAN COOK, PLS		

FILING REQUIREMENTS:

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

1. One .pdf of the entire application, and one (1) copy of a 24" x 36" sized parcel map provided by a properly licensed surveyor as well as one (1) set of reproducible plans 8 1/2" x 11" in size of the site drawn to scale showing proposed division of property prepared in accordance with Section 3-3-60 of the Elko City Code along with any supporting data to include:
 - a. Name, address and telephone number of the person who prepared the parcel map.
 - b. Proposed use of each parcel.
 - c. A certificate of execution (signature block) for the Elko City Planning Commission or duly authorized representative.
 - d. Source of water supply and proposed method of sewage disposal for each parcel.
 - e. A copy of all survey computations
 - f. A vicinity map.
2. If the property is improved, a plot plan depicting the existing conditions drawn to scale showing proposed property lines, existing buildings, building setbacks, parking and loading areas and any other pertinent information.

Fee: \$400.00 + \$25.00 per lot for Planning Commission and City Council Review; dedication of street right of way or modification of subdivision ordinance standards or regulations.

\$200.00 + \$25.00 per lot for administrative review only; no dedications or modifications.

Fees are non-refundable.

Other Information: The applicant is encouraged to submit other information and documentation to support this Parcel Map application.

RECEIVED

1. Identify the existing zoning of the property: ZA

2. Explain in detail the type and nature of the use proposed on each parcel: _____

PARCEL A, PARCEL C, AND PARCEL D ARE CURRENTLY VACANT AND ARE PLANNED TO BE
RETAINED BY THE CITY OF ELKO AT THIS TIME.

PARCEL B WOULD ULTIMATELY BE CONVEYED TO THE U.S. DEPARTMENT OF VETERANS AFFAIRS
FOR USE AS A NATIONAL CEMETERY.

3. Explain the source of water supply and proposed method of sewerage disposal for each parcel: _____

FUTURE EXTENSION OF CITY SEWER AND CITY WATER WITHIN WRIGHT WAY.

This area intentionally left blank

By My Signature below:

- ☒ I consent to having the City of Elko Staff enter on my property for the sole purpose of inspection of said property as part of this application process.
- ☐ 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 acknowledge that, if approved, I must provide an AutoCAD file containing the final lot layout on NAD 83 NV East Zone Coordinate System to the City Engineering Department when requesting final map signatures for recording.
- ☒ I have carefully read and completed all questions contained within this application to the best of my ability.

Applicant / Agent

SUMMIT ENGINEERING / RYAN COOK, PLS

(Please print or type)

Mailing Address

5405 MAE ANNE AVENUE

Street Address or P.O. Box

RENO, NV 89523

City, State, Zip Code

Phone Number:

775-787-4316

Email address:

ryan@summitnv.com

SIGNATURE:



FOR OFFICE USE ONLY

File No.: 5-20 Date Filed: 6/15/20 Fee Paid: \$475.00 CC# 9796

stewart title

Real partners. Real possibilities.

Stewart Title Company
810 Idaho St
Elko, NV 89801
Phone: (775) 738-5181

RECEIVED

JUN 15 2020

Original
PRELIMINARY REPORT

Our Order No.: 733833
Proposed Buyer/Borrower: U.S Department of Veterans Affairs
Seller:

Sales Price: _____

Loan Amount:

Property Address: - TWP 34N RGE 55E MDB&M, Elko, NV 89801

Proposed Lender:

Today's Date: April 27, 2020

In response to the above referenced application for a policy of title insurance, Stewart Title Guaranty Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.



Authorized Countersignature
Annette Scates, Title Officer

Dated as of April 27, 2020 at 8:00AM

When replying, please contact:

Pamela Aguirre, Escrow Officer
(775) 738-5181 Fax: (866) 394-6995
Email: Paguirre@stewart.com

PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

- ☒ 2006 ALTA Owner's Policy - Standard
- ☐ 2006 ALTA Owner's Policy - Extended
- ☐ 1998 ALTA Homeowners Plus Insurance Policy
- ☐ ALTA Short Form Residential Loan Policy
- ☐ 2006 ALTA Loan Policy - Standard
- ☐ 2006 ALTA Loan Policy - Extended
- ☐ Preliminary Report Only
- ☐

SCHEDULE A

The estate or interest in the land hereinafter described or referred to covered by this report is:

FEE

Title to said estate or interest at the date hereof is vested in:

City of Elko, Nevada

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Elko, described as follows:

TOWNSHIP 34 NORTH, RANGE 55 EAST, M.D.B.&M.

Section 8: NE1/4NE1/4NE1/4; E1/2NW1/4NE1/4NE1/4; SW1/4NE1/4NE1/4; W1/2SE1/4NE1/4NE1/4;
N1/2NE1/4SE1/4NE1/4; NE1/4NW1/4SE1/4NE1/4;

SCHEDULE B

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. (a) Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the public records, (d) Indian tribal codes or regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
4. Taxes which may become due and payable upon recordation of a deed to a taxable entity.
5. The Lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of the NEVADA REVISED STATUTES.
6. Mineral rights, reservations, easements and exclusions in the patent from the United States of America recorded November 8, 2005, as Document No. 543305, Official Records of Elko County, Nevada.

END OF EXCEPTIONS

REQUIREMENTS AND NOTES

1. Show that restrictions or restrictive covenants have not been violated.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be issued.
3. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Pay the premiums, fees and charges for the policy.
5. Pay all taxes, charges, and assessments affecting the land that are due and payable.
6. Documents satisfactory to us creating the interest in the land and the mortgage to be insured must be signed delivered and recorded.
7. Tell us in writing the name of any one not referred to in this Prelim who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
8. Record instrument(s) conveying or encumbering the estate or interest to be insured, briefly described:

Documents necessary to close the within transaction

9. After the review of all the required documents, the Company reserves the right to add additional items and/or make additional requirements prior to the issuances of any policy of title insurance.
10. N/A

END OF REQUIREMENTS AND NOTES

JUN 15 2020

SECTION OF ALL LOTS OF THE PRESENTLY KNOWN THE UNDERPINNED, CITY OF ELKO NEVADA, BEING THE
 CORNER OF THE PARCELS SHOWN ON THIS MAP DOES HEREBY CONVEY TO THE PRESENTATION AND
 PLACING OF THIS MAP THE PUBLIC UTILITY LIGHTS AND POWER SHOWN AND NOTED HEREON ARE HEREBY
 GRANTED TO THE PUBLIC UTILITY SHOWN AND NOTED HEREON ARE HEREBY GRANTED TO THE PUBLIC UTILITY
 CITY OF ELKO NEVADA

STATE OF NEVADA)
) S.S.
COUNTY OF ELKO)

ON 2070 PERSONALLY APPEARED BEFORE ME, A
NOTARY PUBLIC, WHO ACCORDINGLY SWORE THAT THEY
FURNISHED THE ABOVE INFORMATION.

NOTARY PUBLIC IN AND FOR (THE COUNTY, NEVADA) _____
(MY COMMISSION EXPIRES _____)

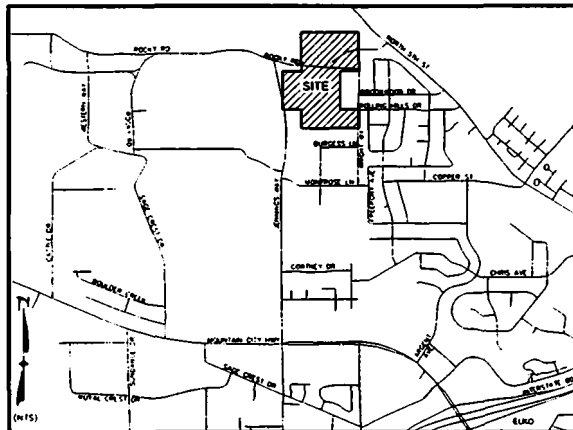
ON THE DATE OF 09/27/2002 THIS MAP WAS APPROVED FOR SUBMISSION
PURSUANT TO N.J.S. 27:27(d) THROUGH 27:28, INCLUDING, AND AS APPLICABLE LOCAL
ORDINANCES, I AM SUFFICIENTLY SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT, THE PUBLIC UTILITY
EASEMENTS SHOWN AND NOTED HEREON ARE PROPERLY LOCATED, THE PUBLIC EASEMENTS SHOWN AND
NOTED HEREON ARE ACCEPTED FOR PUBLIC USE.

Case 1:17-cv-01007 Document 1-1 Filed 07/26/17 Page 1 of 1

City Planning or Planning: Department of Planning

1. PARCELS 3 BUTTE, COUNTY THAT ARE PARCELS SHOWN ON THE PARCELS MAP AS ASSASSIN'S
PARCELS NO. 801-012-017

.....



VICINITY MAP
NOT TO SCALE

1. Bruce C. Cook, a PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, DEPOSES:
2. That PLAT WAS PREPARED AT THE INSTANCE OF CITY OF ELDO NEVADA
3. And SAID SURVEY WAS IN ACCORD WITH THE MEASUREMENTS OF SECTION 3, TOWN 33N, RANGE 12E, AND THE SAID PLAT WAS COMPLETED ON FEBRUARY 20, 2020
4. That PLAT COMPLETES WITHIN THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GEOGRAPHIC BOUNDARY LINE WAS FINAL APPROVED
5. That THE INSTRUMENT AND USE OF THE CHARACTERISTICS SHOWN OCCUPY THE NEIGHBORHOOD INDICATED BY THE SURVEYING INSTRUMENT

EVAN C. COON
NEWARK, N.J. 07102

- 1 THE TOTAL AREA EQUALS 30 000 ACRES
- 2 THE TOTAL NUMBER OF PARCELS = 6
- 3 THE TOTAL PARCEL AREA = 25 078 ACRES
- 4 THE TOTAL NUMBER OF MEDICATIONS = 3
- 5 THE TOTAL DEEDICATION AREA = 3 028 ACRES

A PUBLIC UTILITY EASEMENT IS ALSO HEREBY GRANTED WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF RECEIVING AND TRANSMITTING UTILITY SERVICE FACILITIES TO THAT PARCEL AND THE RIGHT TO ERECT Poles (OT) AND SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS AT LOCATIONS USUALLY ADJACED WITHIN THE ZONE OF RECORD AS THE SAME ARE OR MAY BE NEARLY ADJACED TO THE PROPERTY LOCATED WITHIN THE ZONE OF RECORD. THE PROPERTY LINES SHALL HAVE A PUBLIC UTILITY EASEMENT AND PRIVATE FINANCIAL EASEMENT TO FEEL IN WITHIN CERTIFIED ABOUT THE PROPERTY LINE TO BE NEARLY ADJACED TO THE PROPERTY LOCATED WITHIN THE ZONE OF RECORD AND PRIVATE FINANCIAL EASEMENT TO FEEL IN WITHIN LOCATED WITHIN THE PARCEL ADJACENT TO THE NEAR PROPERTY LINE ALSO. ALL FRONT PROPERTY LINES SHALL HAVE A PUBLIC UTILITY EASEMENT AND PRIVATE FINANCIAL EASEMENT TO FEEL IN WITHIN LOCATED WITHIN THE PARCEL ADJACENT TO THE NEAR PROPERTY LINE. THE PUBLIC UTILITY EASEMENTS SHOWN AND NOTED ON THIS MAP SHALL BE USED FOR THE INSTALLATION AND MAINTENANCE OF ONLY ELECTRIC FACILITIES.

FILE NO _____
FILED AT THE REQUEST OF
SUMMIT ENGINEERING CORP.
DATE _____, 2020
TIME: _____ M.

ELKO COUNTY RECORDER
MIKE SMALES

AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CLARK, STATE OF MICHIGAN, HELD ON THE

----- COPY OF ----- 2020. THIS MAP WAS APPROVED FOR
SUBMISSION PURSUANT TO D.R.S. 278.061 THROUGH 278.069, INCLUDING, AND ALL
APPLICABLE LOCAL ORDINANCES AT THE TIME OF APPROVAL, AND ANY OTHERS OF SIGNIFICANT
VERSION HERE APPROVED FOR PUBLIC USE

[illegible]

THE PUBLIC UTILITY EXPENSES ARE APPROVED BY THE RESPECTIVE PUBLIC
UTILITY SECURED BELOW

SERRA PACIFIC POWER COMPANY D/B/A NV ENERGY OAK

姓名: 学号: 班级: 日期: 2019.11.11

Page 25 of 25

Page 10 of 10

1. CHRYSLER FORD CERTIFY THAT ALL PROPERTY TAXES ON ASSESSOR'S PARCEL NO. 001-014-012 HAS BEEN PAID FOR THE FISCAL YEAR OF 2020/2021.

FILED COUNTY MAGISTRATE

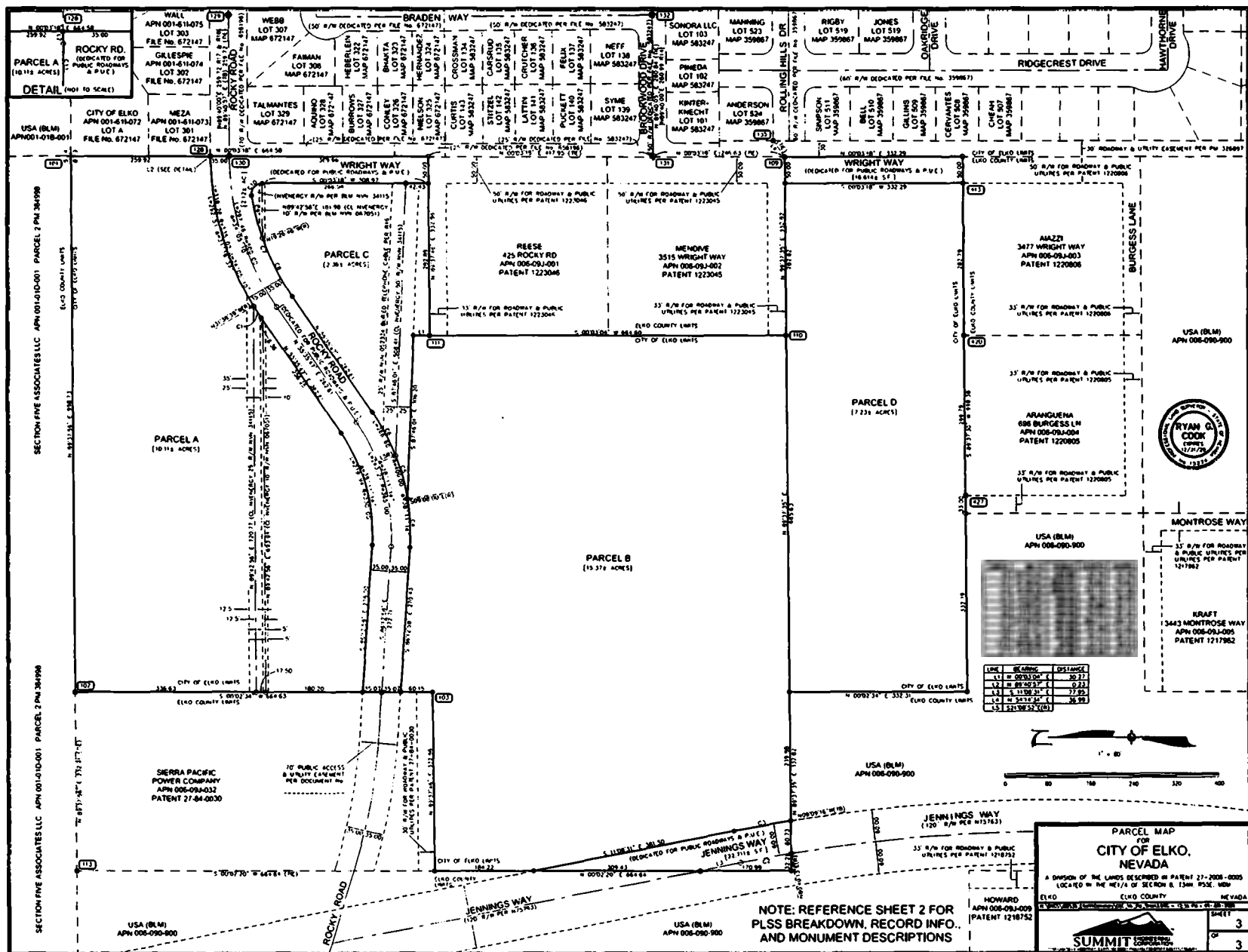
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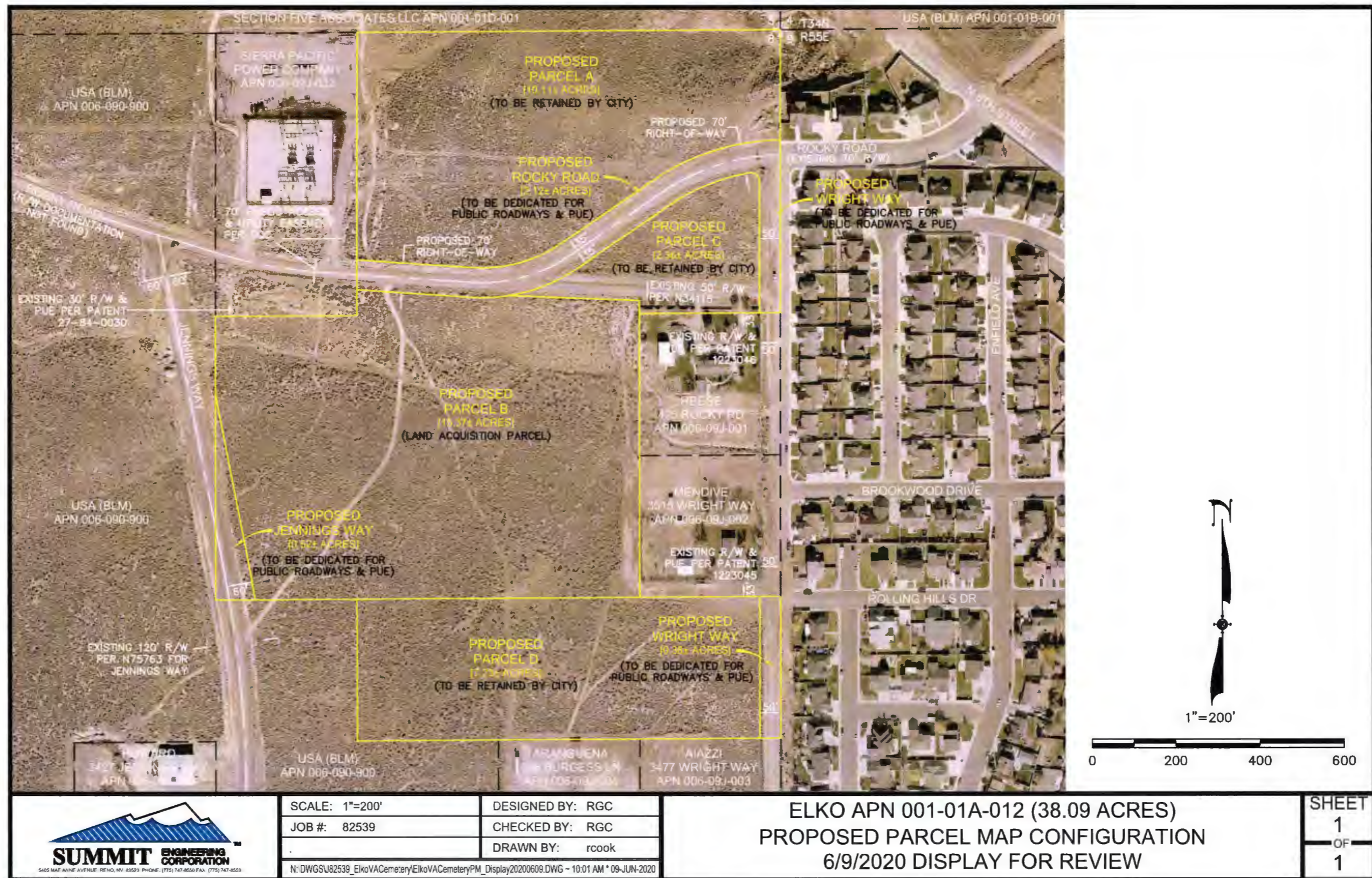
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HOLING THE WY SARA, 2008 PUBLISHING A RARE, (HOLING) AND
(HOLING) HOLE OF HOLE 2007 2007 2007. 2015 25 08 2011
2017 224 224 FOR THE CITY OF CLIO CORP.

COORDINATES ARE PROJECTED USING THE NEVADA STATE PLANE
COORDINATE SYSTEM, EAST ZONE AND SCALD 10 CENTIMETER USING A
COMBINED GRID. NO. COORDINATE FACTOR OF 1.000017 OR HOLE HOLE
ELEVATION ABOVE MEAN SEA LEVEL AND DEFINED USING GRID '12

+	NEEDS CORNER AS HOLE
+	QUARTER CORNER AS HOLE
+	CENTER CORNER AS HOLE
+	FOUND ADJUMENT AS HOLE
○	COMPUTED POINT: HYPOTHE FOUND ON SET
○	SET 1/2 HEBER & CO. PLS 15274
○	PUBLIC UTILITY (EASEMENT)
○	RIGHT OF WAY
○	SECOND INFORMATION PER REFERENCE
○	PARCEL, MAP
○	ADJUSTER PARCEL NUMBER
○	RADIAL BEARING
○	TANGENT BEARING
○	CENTER BOUNDARY OF SUBJECT PARCEL
○	PLS BRANCHING ALTH ADJUMENT PROPERTY BOUNDARY
○	EASEMENT FOR HIGHWAY OF WAY
○	ROADWAY CENTERLINE
○	ADJUMENT POINT NUMBER

[illegible]





**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action regarding a petition from Ms. Brandi Davis, and other community members requesting to name Field # 3 at the Elko Sports Complex after Ms. Linda Trontel, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 14, 2020**
3. Agenda Category: **PETITION**
4. Time Required: **10 Minutes**
5. Background Information: **Community members have petitioned the Council, requesting Field #3 at the new Elko Sports Complex be named after Ms. Linda Trontel, in recognition of her many years of dedication, and service to the Elko Community, especially relating to youth baseball, and youth softball. A copy of the City of Elko's Field Naming Policy has been included in the packet for review. JW**
6. Budget Information: **N/A**

Appropriation Required: N/A
Budget amount available: N/A
Fund name: N/A
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Copy of the request and petition from various community members to name Field # 3 at the Elko Sports Complex, after Ms. Linda Trontel. Copy of the City of Elko's Field Naming Policy.**
9. Recommended Motion: **Direct Staff to solicit public comment to consider naming Field #3 at the Elko Sports Complex, as Linda Trontel Field, and place the matter on a subsequent agenda under Public Hearings for further action.**
10. Prepared By: **James Wiley, Director of Parks and Recreation**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Ms. Brandi Davis
(Email)**

**Ms. Linda Trontel
(Email)**

**James Wiley, Director of Parks and Recreation
jwiley@elkocitynv.gov**

Recipient: Elko City Council
Letter: Greetings,
Name a softball field after Linda Trontel

This petition seeks to have a field named after Linda Trontel. Linda was an active member of the community. She was the embodiment of volunteerism, a true leader who lead by example. She helped the community out in any way she could. She believed it was everyone's duty to give back to the community and to make a difference. She encouraged everyone to give back in any way that they could.

She was the embodiment of and lived by "To whom much is given, much is expected. " (Luke 12:48).

She was highly active in Elko County Boys Little League and involved with their board for more than a decade as her oldest son Mattie grew up and played. When her daughter Rachel began to play softball, she became a huge advocate for girls' sports in the community. She served in many positions for over a decade in the Girls Little League, including as the league president. She helped grow the league to over 500 girls playing each season. She started the city tournament that continues to this day.

She expanded the league to give girls between the ages of 5 and 18 the opportunity to play softball. Linda organized and ran regional tournaments for all-stars. The covered dugouts that still stand at Newton field are there because of her. Throughout her years of working at EHS at a Counselor and PE teacher, she was able to get EHS CTE classes to build the sheltered dugouts at the Newton field.

For all, she did for youth sports in Elko County and for the students of Elko High school, she deserves to have a softball field at the new sports complex named after. Please sign this petition to get a field named after her.

Signatures (from Change.org)

Brandi Davis	Elko, NV	2020-06-09
Lauryn Drake	Reno, NV	2020-06-09
Katie Ratliff	Boise, ID	2020-06-09
Chelsea Gould	Elko, NV	2020-06-09
Brooke Toops	Elko, NV	2020-06-09
Robin smith	Spring Creek, NV	2020-06-09
Sarah Santistevan	Spring Creek, NV	2020-06-09
Lauryn Guenin	Elko, NV	2020-06-09
Carolyn Davis	Spring Creek, NV	2020-06-09
Michael Davis	Las Vegas, NV	2020-06-09
Melissa Bowen	Elko, NV	2020-06-09
Bryan Staples	Muskogee, U	2020-06-09
Arthur Batts	Nashville, US	2020-06-09
Ruben Sierra	Orlando, US	2020-06-09
Elizabeth Heath	Elko, NV	2020-06-09
Patricia Tanner	Elko, NV	2020-06-09
Joe Welch	Denbigh, Wales; Cymru, UK	2020-06-09
Susie Scott	Spring Creek, NV	2020-06-09
Kathy Hassett	Elko, NV	2020-06-09
Guadalupe Hartshorn	Spring creek, NV	2020-06-09
Morgan Kaisershot	Elko, NV	2020-06-09
Carole Lewis	Spring Creek, NV	2020-06-09
Pam Osmonson	Spring Creek, NV	2020-06-09
Cody Krenka	Elko, NV	2020-06-09
Kristina Applegate	Englewood, US	2020-06-09
Crista Guerrero Donovan	Ventura, US	2020-06-09
Sandra Gomez	Gresham, US	2020-06-09
Brittany Markee	Hereford, US	2020-06-09
Alyssa Abbate	Hingham, US	2020-06-09
Gloria Albert	Fargo, U	2020-06-09
Kyle Clevenger	Spring, US	2020-06-09
Rosie Wierenga	Fort Collins, US	2020-06-09
Denise Lawrie	Staten Island, US	2020-06-09
Kathryn Balliet	Reno, NV	2020-06-09
Kamiah Hamilton	Spring Creek, NV	2020-06-10
Jennifer Welch	Denbigh, UK	2020-06-10
Robbie Nickel	Elko, NV	2020-06-10
Jacqueline Johnson	Herriman, UT	2020-06-10
Tera Hooiman	Elko, NV	2020-06-10
Chantry Harris	Elko, NV	2020-06-10

Jacita Young	Elko, NV	2020-06-10
Patricia Sethaler	Spring Creek, NV	2020-06-10
Elizabeth Haskins	Elko, NV	2020-06-10
Jackie Oliphant	Elko, NV	2020-06-10
Tim Giere	Elko, NV	2020-06-10
John Menghini	Reno, NV	2020-06-10

[illegible]

POLICY FOR NAMING AND RENAMING OF CITY FACILITIES AND PARKS

- I. **Criteria for naming City of Elko Facilities and Parks:** City facilities, including buildings and parks, shall generally be named according to the geographical, historical, or ecological relationships in which the site is located. Exceptions may be made in the following circumstances:
 - A. To Commemorate an Individual's Service: Facilities may be named after an individual who made significant personal contributions to the City of Elko through participation in community, state, or national service.
 - B. To Recognize a Significant Financial Contribution to a Facility: In selected instances, a city facility may be named after a business/individual/organization that makes a unique and extraordinary financial or other contribution to the development and/or usage of the facility being named. The merits and value of each such naming shall be evaluated on a case-by-case basis. It should not be assumed that a financial contribution guarantees that a facility is named after the donor business/individual/organization. Only facilities named under this exception may be renamed on this basis.
 - C. To help identify the Facilities Purpose/Use: The City Council may assign a name to a city facility if it helps to describe and identify the usage or purpose of the facility.
- II. **Renaming City of Elko Facilities:** Renaming a city facility can occur if all of the following conditions are met:
 - A. The above-stated criteria in Section IB is met;
 - B. A valid justification for renaming the facility is provided;
 - C. Changing the name will not cause undue confusion within the community; and,
 - D. An appropriate level of community support exists.
- III. **Process for Naming City of Elko-Facilities:**
 - A. If an organization or group of citizens desire to have a City of Elko facility name or renamed, the following procedures shall be followed:
 1. A written petition must be presented to the City Council identifying the facility and the proposed name. A valid justification must be included with the petition for consideration and possible action by the City Council.
 2. The City Council will preliminarily review the petition and justification for acceptance. If the petition is to be acted further upon, the City Council shall publicly solicit comments from organizations,

groups and citizens utilizing the facility when considering to name or to rename a facility.

After a public solicitation for comments a review and consultation will be held during the Public Hearing portion of a regular City Council meeting. Subject to the information presented during the Public Hearing, the City Council may name or rename a facility.

- B. The Elko City Council may name or rename parks, recreation, conservation, and public open space area and related facilities. Prior to such action the City Council shall publicly solicit comments from organizations, groups and citizens utilizing the facility when considering to name or to rename facility.

After a public solicitation for comments a review and consultation will be held during the Public Hearing portion of a regular City Council meeting. Subject to the information presented during the Public Hearing, the City Council may name or rename a facility.

- C. The City of Elko Planning Commission may make recommendations to the City Council concerning the naming or renaming of parks, recreation, conservation, and public open space areas and related facilities.

**Elko City Council
Agenda Action Sheet**

1. **Title: Review, consideration, and possible action to accept a petition for the vacation of a portion of the West Fir Street Right-of-Way, consisting of an area approximately 1,500 sq. ft., filed by Real Estate Pro, LLC, and processed as Vacation No. 2-20, and matters related thereto. FOR POSSIBLE ACTION**
2. **Meeting Date: July 14, 2020**
3. **Agenda Category: PETITION**
4. **Time Required: 10 Minutes**
5. **Background Information: The applicant is proposing to develop the six lots with single family homes would like to vacate any excess right of way. CL**
6. **Budget Information:**

 Appropriation Required: N/A
 Budget amount available: N/A
 Fund name: N/A
7. **Business Impact Statement: Not Required**
8. **Supplemental Agenda Information: Application, map, and Staff memo**
9. **Recommended Motion: Accept the petition for vacation and direct Staff to commence the vacation process by referring the matter to the Planning Commission.**
10. **Prepared By: Cathy Laughlin, City Planner**
11. **Committee/Other Agency Review:**
12. **Council Action:**
13. **Agenda Distribution: Real Estate Pro, LLC**
 521 Mountain City Hwy. #4
 Elko, NV 89801
 clkoluke@gmail.com



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

CITY OF ELKO STAFF REPORT

CITY COUNCIL PETITION DATE:	July 14, 2020
PLANNING COMMISSION DATE:	July 7, 2020
APPLICATION NUMBER:	Vacation 2-20
APPLICANT:	Real Estate Pro, LLC
PROJECT DESCRIPTION:	APN 001-096-010,11,12,13,14,15

Vacation of the West Fir Street right-of-way



STAFF RECOMMENDATION:

RECOMMEND to ACCEPT petition and refer the matter to the Planning Commission for further consideration.

PROJECT INFORMATION

PARCEL NUMBER: 001-096-010, 011, 012, 013, 014, 015

EXISTING ZONING: R- Single Family and Multiple Family Residential

MASTER PLAN DESIGNATION: Medium Density Residential

EXISTING LAND USE: Undeveloped, adjacent to developed residential

BACKGROUND:

1. The property is undeveloped as residential land use.
2. The area proposed to be vacated is approximately 1,500 sq. ft.
3. The City of Elko has vacated other portions of West Fir Street.

NEIGHBORHOOD CHARACTERISTICS:

The property is surrounded by:

North: R-Residential / Developed

East: R-Residential / Developed

South: R- Residential / Developed

West: R-Residential / Developed

PROPERTY CHARACTERISTICS:

The property is currently undeveloped.

The property is fairly flat.

MASTER PLAN AND CITY CODES:

Applicable Master Plans and City Code Sections are:

NRS 278.479 to 278.480, inclusive

City of Elko Master Plan – Land Use Component

City of Elko Master Plan – Transportation Component

City of Elko Redevelopment Plan

City of Elko Code – Section 8-7 Street Vacation Procedures

MASTER PLAN – Land Use:

1. The Master Plan Land Use Atlas shows the area as Medium Density Residential.
2. R- Single Family and Multiple Family Residential is a corresponding zoning district for Medium Density Residential.

The proposed vacation is in conformance with the Master Plan Land Use component.

MASTER PLAN - Transportation:

1. The area is accessed from Fir Street as well as alley access.
2. Fir Street is classified as a Residential local.

3. There is access off the public alley in the rear of the lots.

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

REDEVELOPMENT PLAN

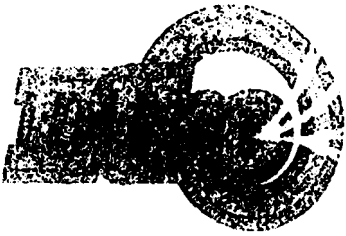
- The area is located inside the Redevelopment Area.

FINDINGS

- The proposed vacation is in conformance with the City of Elko Master Plan Land Use Component
- The proposed vacation is in conformance with the City of Elko Master Plan Transportation component
- The proposed vacation is in conformance with NRS 278.479 to 278.480, inclusive.
- The proposed vacation is in conformance with City Code 3-2-5(E) and 8-7

STAFF RECOMMENDATION:

Staff recommends the City Council accept this petition and forward this item to the Planning Commission for further consideration.



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801 *

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

APPLICATION FOR VACATION OF CITY STREET, EASEMENT OR OTHER PUBLIC RIGHT-OF-WAY

APPLICANT(s): Real Estate Pro, LLC

MAILING ADDRESS: 521 Mountain City Hwy #4, Elko, NV 89801

PHONE NO (Home) 775-303-8492 **(Business)**

NAME OF PROPERTY OWNER (If different):

(Property owner's consent in writing must be provided.)

MAILING ADDRESS:

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

ASSESSOR'S PARCEL NO.: 001096010,11,12,13,14,15 **Address**

Lot(s), Block(s), & Subdivision

Or Parcel(s) & File No. 001096010,11,12,13,14,15

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.

Fee: A \$600.00 non-refundable fee.

Plot Plan: A plot plan provided by a properly licensed surveyor depicting the existing condition drawn to scale showing property lines, existing and proposed buildings, building setbacks, parking and loading areas, driveways and other pertinent information must be provided.

Legal Description: A complete legal description of the area proposed for vacation along with an exhibit depicting the area for vacation.

Note: One .pdf 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 the request.

RECEIVED

OWNER(S) OF THE PROPERTY ABUTTING THE AREA BEING REQUESTED FOR VACATION:

Real Estate Pro LLC 521 Mountain City Hwy #4, Elko, NV 89801

(Name)

(Address)

OWNER(S) OF THE PROPERTY ABUTTING THE AREA BEING REQUESTED FOR VACATION:

(Name)

(Address)

1. Describe the nature of the request: Vacate 10' of City ROW behind the sidewalk

2. Describe any utilities currently located in the area proposed for vacation, and if any are present how they will be addressed: None currently, will be bringing city water in from across the street

Use additional pages if necessary

This area intentionally left blank

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 effect 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 Luke Fitzgerald
(Please print or type)

Mailing Address 521 Mountain City Hwy #4,
Street Address or P.O. Box
Elko, NV 89801
City, State, Zip Code

Phone Number: 775-303-8492

Email address: elkoluke@gmail.com

SIGNATURE: 

FOR OFFICE USE ONLY

File No.: 2-20 Date Filed: 6/23/20 Fee Paid: _____

JUN 23 2020

EXHIBIT "A"**PORTION OF WEST FIR STREET TO BE VACATED FOR REAL ESTATE PRO, LLC**

A parcel of land located in Section 15, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Nevada, being a portion of West Fir Street, more particularly described as follows:

Beginning at the most Northerly Corner of Lot 4, Block 74, as shown on Map of the First Addition to the Town (now city) of Elko, on file in the a Office of the Elko County Recorder, Elko, Nevada, as File No. 5, a point being on the Southeasterly Right of Way of West Fir Street being Corner No. 1, the true point of beginning;

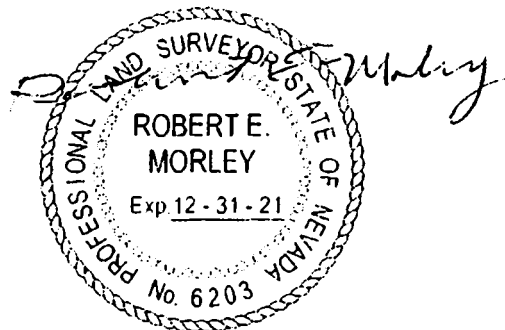
Thence S 41° 58' 07" W, 150.00 feet along the Northwesterly Lines of Lots 4, 5, 6, 7, 8 and 9 of said Block 74 and also being along the said Southeasterly Right of Way West Fir Street to Corner No. 2;

Thence N 48° 01' 53" W, 10.00 feet to Corner No. 3;

Thence N 41° 58' 07" E, 150.00 feet to Corner No. 4;

Thence S 48° 01' 53" E, 10.00 feet to Corner No. 1, the point of beginning, containing 1,500 square feet, more or less.

Reference is hereby made to Exhibit "B", Map of West Fir Street Vacation for Real Estate Pro, LLC attached hereto and made a part hereof.



Prepared by Robert E. Morley
High Desert Engineering

6/23/2020

640 Idaho Street
Elko, Nevada 89801

RECEIVED

JUN 23 2020

WEST FIR STREET

EXHIBIT B

MAP OF WEST FIR STREET VACATION
FOR REAL ESTATE PRO LLC
IN THE CITY OF ELKO, NEVADA

PORTION OF WEST FIR STREET
TO BE VACATED
1,500 S.F.

N 48°01'53" W
10.00'

N 41°58'07" E

150.00'

S 41°58'07" W

150.00'

S 48°01'53" E
10.00'

LOT 10

25.00'

25.00'

25.00'

25.00'

25.00'

25.00'

75.00'

LOT 3

LOT 2

LOT 1

S 48°01'53" E
100.00'

LOT 9

LOT 8

LOT 7

LOT 6

LOT 5

LOT 4

S 48°01'53" E
100.00'

S 48°01'53" E
100.00'

THIRD STREET

BLOCK 74
FIRST ADDITION TO
TOWN (NOW CITY)
OF ELKO

25.00'

25.00'

25.00'

25.00'

25.00'

25.00'

75.00'

20.00'

S 41°58'07" W

225.00'

20.00'

ALLEY



SCALE: 1"=30'

RECEIVED

JUN 28 2020

