



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, September 10, 2019

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

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

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

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

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

**ELKO CITY HALL**

1751 College Avenue, Elko, NV 89801

Date/Time Posted: Thursday, September 5, 2019 at 8:30 a.m.

**ELKO COUNTY COURTHOUSE**

571 Idaho Street, Elko, NV 89801

Date/Time Posted: Thursday, September 5, 2019 at 8:40 a.m.

**ELKO POLICE DEPARTMENT**

1448 Silver, Elko NV 89801

Date/Time Posted: Thursday, September 5, 2019 at 8:50 a.m.

**ELKO COUNTY LIBRARY**

720 Court Street, Elko, NV 89801

Date/Time Posted: Thursday, September 5, 2019 at 9:00 a.m.

Posted by: Diann Byington, Recording Secretary

Name

Title

Signature

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

Dated this 5<sup>th</sup> day of September, 2019

**NOTICE TO PERSONS WITH DISABILITIES**

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

Curtis Calder, City Manager  
Elko, Nevada

**CITY OF ELKO**  
**CITY COUNCIL AGENDA**  
**REGULAR MEETING**  
**4:00 P.M., P.D.S.T., TUESDAY, SEPTEMBER 10, 2019**  
**ELKO CITY HALL, 1751 COLLEGE AVENUE, ELKO, NEVADA**

**CALL TO ORDER**

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

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**COMMENTS BY THE GENERAL PUBLIC**

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

**APPROVAL OF MINUTES:**      August 27, 2019      **Regular Session**

**I.      PRESENTATIONS**

- A.      Presentation of a Retirement Plaque to Mike Hess, Landfill Superintendent, for his thirty one years of service to the City of Elko, and matters related thereto. **INFORMATION ITEM ONLY – NON ACTION ITEM**
- B.      Presentation of a Retirement Plaque to Robert Spencer, Facilities Maintenance Superintendent, and his seven years of service to the City of Elko, and matters related thereto. **INFORMATION ITEM ONLY – NON ACTION ITEM**
- C.      Reading of a Proclamation by the Mayor recognizing the week of September 8<sup>th</sup> – 14<sup>th</sup> as “Suicide Prevention Week,” and matters related thereto. **INFORMATION ITEM ONLY – NON ACTION ITEM**
- D.      Review, consideration, and possible acceptance of a Water Rate Study by Farr West Engineering, and matters related thereto. **FOR POSSIBLE ACTION**

The last increase to the monthly water Flat Rate User Fee as well as the monthly Water Meter Fee was in 2007. Expenses have exceeded revenues the past three years resulting in the need for a water rate increase. Farr West Engineering was hired to perform a Water Rate Study to determine the rate increase needed to cover expenses as well as improve equitability between different customer service sizes and types. RL

## II. PERSONNEL

### A. Employee Introductions:

- 1.) Tyler Huff, Firefighter, Elko Fire Department

## III. APPROPRIATIONS

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

### B. Review, consideration, and possible approval of a Professional Services Agreement Addendum with ZGA Architects, and matters related thereto. **FOR POSSIBLE ACTION**

The additional redesign services by ZGA for a combined water/sewer shop are triggered due to the scope and cost reductions of the project. The primary scope reduction is related to the Civil site development, i.e. site pavement, curb and gutter, and site drainage deletions. Additionally, an outbuilding storage structure will be deleted, split faced block will be replaced with standard block, ceiling tiles will be replaced on a portion of the building with slightly less costly tiles, and numerous other cost reducing changes as well. Documents will need to be revised to accomplish this.

An additive alternate list will be included in the bid documents. Those items are called out and specified in the fee proposal from ZGA. Additionally, RFI's (requests for information) will be answered by ZGA as part of the bidding process. These will likely be considerable on a project of this size and magnitude. RL

## IV. UNFINISHED BUSINESS

### A. Status update on the Public Nuisance complaint regarding 403 Pine Street, and matters related thereto. **INFORMATION ITEM ONLY – NON ACTION ITEM CC**

Due to a fire at 403 Pine Street, the structure has been inspected and red-tagged by the City Building Department. Since that time, the property owner has done little to mitigate the attractive nuisance, resulting in several complaints from neighbors and calls for service to the City of Elko Police Department. At this time, the City Staff has verified the public nuisance and has reported findings to the City Attorney's office for further action. CC

## V. NEW BUSINESS

### A. Review, consideration, and possible approval of a Water and Sewer Service Agreement between the City of Elko, the Te-Moak Tribe of Western Shoshone Tribal Council (Tribe) and the Council of the Elko Band of the Tribe (Elko Band), and matters related thereto. **FOR POSSIBLE ACTION**

A water and sewer service request has been received for 1721 Heritage Way. Since this location is outside of prior agreements a new agreement was necessary prior to providing water and sewer service. RL

- B. Discussion and possible authorization to request proposals from qualified individuals or firms to provide Golf Professional Services at Ruby View Golf Course, and matters related thereto. **FOR POSSIBLE ACTION**

The current Golf Professional Agreement between the City of Elko and Martin Creek Holdings, LLC expires on December 31, 2019 (unless an extension is agreed upon between the Golf Professional and the Elko City Council). A copy of the current agreement and previous RFP has been included in the agenda packet for review.

It has been eight (8) years since the City of Elko last requested proposals for Golf Professional Services. Staff recommends requesting proposals to allow adequate response and transition time. CC

## **VI. RESOLUTIONS AND ORDINANCES**

- A. First reading of proposed Ordinance 844, an Ordinance deleting Title 7 Chapter 6 entitled "Recreational Vehicles" and creating Title 7, Chapter 6 entitled "Off-Highway Vehicles" and establishing rules for operation of off-highway vehicles within the municipal boundaries of the City of Elko, established routes for ingress and egress from the City of Elko to public and private lands where off-highway vehicle use is authorized, and establishing the penalties for violations, and matters related thereto. **FOR POSSIBLE ACTION**

City Council initiated this ordinance on August 28, 2018, and directed Staff to form a workgroup consisting of City Staff and interested members of the public. The work group met several times. A public hearing was held on January 24, 2019 to garner further public input. The ordinance was tabled on 7/23/2019. The workgroup met again on August 23, 2019. KW

## **VII. PETITIONS, APPEALS, AND COMMUNICATIONS**

- A. Consideration of a request by Louis Goldberg to revise Section 4-9-13(B)(1) of the Elko City Code, as it relates to the requirement of a certified copy of a birth certificate as the exclusive means of identification for purposes of a work permit, and matters related thereto. **FOR POSSIBLE ACTION**

A copy of a letter from David Lockie has been included in the agenda packet for review. CC

## **VIII. 5:30 P.M. PUBLIC HEARINGS**

- A. Review, consideration, and possible action on an appeal filed pursuant to Elko City Code 3-2-18(E), appealing the Elko City Planning Commission's decision to deny Conditional Use Permit No. 5-19, filed by Bailey & Associates, LLC. to designate APN 001-926-111 as a RMH-1 district for occupancy of mobile homes on rented or leased sites in a mobile home park, located generally on the northerly terminus of Primrose Lane and Daisy Drive, and matters related thereto. **FOR POSSIBLE ACTION**

Pursuant to Elko City Code 3-2-25, the Council may affirm, modify or reverse the decision of the Planning Commission.

The Planning Commission considered the subject CUP on August 6, 2019 and took action to deny the conditional use permit. Subsequently, the applicant appealed the Planning Commission's decision. CL

## **IX. REPORTS**

- A. Mayor and City Council
- B. City Manager – Nevada League of Cities
- C. Assistant City Manager
- D. Utilities Director
- E. Public Works
- F. Airport Manager – AIP Project Status
- G. City Attorney
- H. Fire Chief
- I. Police Chief
- J. City Clerk – City Auction
- K. City Planner
- L. Development Manager
- M. Parks and Recreation Director
- N. Civil Engineer
- O. Building Official

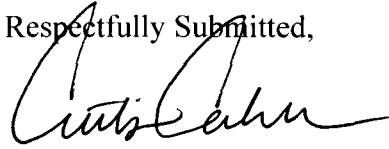
## **COMMENTS BY THE GENERAL PUBLIC**

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

**ADJOURNMENT**

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Curtis Calder", written over a horizontal line.

Curtis Calder  
City Manager

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

SS     August 27, 2019

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, August 27, 2019.

This meeting was called to order by Mayor Reece Keener.

## **CALL TO ORDER**

## **ROLL CALL**

**Mayor Present:**       Reece Keener

**Council Present:**    Councilwoman Mandy Simons  
                          Councilman Robert Schmidlein *arrived at 4:01 p.m.*  
                          Councilman Chip Stone  
                          Councilman Bill Hance

**City Staff Present:**  Curtis Calder, City Manager  
                          Scott Wilkinson, Assistant City Manager  
                          Kelly Wooldridge, City Clerk  
                          Michele Rambo, Development Manager  
                          Jeff Ford, Building Official  
                          Bob Thibault, Civil Engineer  
                          Candi Quilici, Accounting Manager  
                          Dennis Strickland, Public Works Director  
                          Cathy Laughlin, City Planner  
                          Susie Shurtz, Human Resources Manager  
                          James Wiley, Parks and Recreation Director  
                          Darin Windous, Fleet Superintendent  
                          Matt Griego, Fire Chief  
                          Jack Snyder, Deputy Fire Chief  
                          Ben Reed Jr., Police Chief  
                          Ty Trouten, Police Captain  
                          Dave Stanton, City Attorney  
                          Diann Byington, Recording Secretary

## **PLEDGE OF ALLEGIANCE**

## **COMMENTS BY THE GENERAL PUBLIC**

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

Mayor Keener called for a few moments of silence in honor of the victims and the families of the victims involved in the mine truck/bus crash this weekend.

## **I. PRESENTATIONS**

- A. Reading of a proclamation by the Mayor, honoring the 50<sup>th</sup> Anniversary of the establishment of the Ruby Mountain Resource Center, and matters related thereto.  
**INFORMATION ITEM ONLY – NON ACTION ITEM**

Mayor Keener read the proclamation.

Rebecca Hepworth, 806 River Street, spoke about the Ruby Mountain Resource Center and the life lessons they teach those that work there.

Mayor Keener called Jim Conner to the podium and read a proclamation in his honor.

Jim Conner, former City Councilman and County Commissioner, said he moved to Elko in 1982 and it has been home ever since. He loves serving. He thanked everyone and said he has enjoyed working with City employees over the years.

## **II. CONSENT AGENDA**

- A. Review, consideration, and possible approval of minor revisions to the current Electrician position description, and matters related thereto. **FOR POSSIBLE ACTION**

Minor revisions have been made to the Electrician position description, to more accurately reflect the requirements and qualification of the position. This includes requesting the addition of HVAC experience preferred, and removing Master Electrician License and commercial driver's license preference. SS

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

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

## **III. PERSONNEL**

- A. Review, discussion, and evaluation of Appointed Official job performance for Fiscal Year 2019/2020, including the possible award of merit pay increases, and reappointment for the following eligible Appointed Officials: 1) Curtis Calder, City Manager; 2) Ben Reed, Police Chief; 3) Matt Griego, Fire Chief; 4) Kelly Wooldridge, City Clerk; and 5) Janet Petersen, City Sexton, and matters related thereto. **FOR POSSIBLE ACTION**

Current City policy requires performance reviews to be completed for each Appointed Official during the month of July each year. With the exception of the City Manager, Appointed Officials, who are considered employees, shall be evaluated by the Council on years that end in an odd number. Reviews for Appointed Officials shall be conducted by the City Manager on years that end in

an even number. The City Manager will be evaluated by the Council in July of each year. Prior to any reappointment of an Appointed Official, a performance evaluation shall be completed. A copy of the job performance ratings are included in the agenda packet for review. SS

Susie Shurtz, Human Resources Manager, stated included in the packet was the composite scores for all the appointed officials. They are looking for step increases for those that are eligible for one, as well as, reappointment.

Mayor Keener said they have all had a chance to look at the scores for everyone. Given the fact that Curtis Calder has been performing two full-time jobs for half of the year, his scores were a little low. Everyone has been doing a terrific job. He would like to know more about what Jan Petersen does.

Jan Petersen, City Sexton, went over her stats for the last fiscal year. She thanked all those that help her. During the last year she did one 5<sup>th</sup> grade classroom tour and then a public tour on Nevada Day. She also thanked the Daughters of the American Revolution who have gotten together and had 15 veteran headstones ordered and installed.

Curtis Calder thanked Council for taking the time to evaluate the appointed officials.

**\*\* A motion was made by Councilman Schmidtlein, seconded by Councilman Stone, to approve award of merit pay increases and reappoint the appointed officials: Curtis Calder, City Manager; Ben Reed Jr., Police Chief; Matt Griego, Fire Chief; Kelly Wooldridge, City Clerk; and, Janet Petersen, City Sexton.**

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

**APPROVAL OF MINUTES:      August 13, 2019      Regular Session**

*The minutes were approved by general consent.*

### **III. PERSONNEL (Cont.)**

- B. Review, consideration, and possible approval of a revised Employment of Relatives Policy, and matters related thereto. **FOR POSSIBLE ACTION**

In 2015, the City Council approved numerous policies contained within the City of Elko Human Resource Policy Manual. As most of the policies were developed by POOL/PACT HR as a general template, some policies require minor modifications to reflect current (or past) City practices.

Aside from being complicated and difficult to understand, the 2015 Employment of Relatives Policy is far too restrictive and is hurting our recruitment efforts within larger City Departments. As such, Staff recommends maintaining NRS requirements for Public Officers while reverting to previously adopted employment policies for non-elected and/or non-appointed positions. A copy of the current and proposed policy has been included in the agenda packet for comparison and review. CC

Curtis Calder, City Manager, explained he was trying to get this on the agenda as soon as possible because they have had issues recruiting for the Police Department. The policy adopted in 2015 was restricting recruitment efforts. We looked at the policy from 1992 and found it was less restrictive. The policy tonight is a combination of the policies and we believe it will allow some relatives to apply and go through the process.

Ty Trouten, Police Captain, said the issue is that the best officers move up in rank and assume positions of supervision. Their children and other relatives have very good skills but the policy prohibits relatives from applying. This is a move to something that is more in line with a department our size.

Mayor Keener agreed there needed to be modifications to the policy.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve the revised Employment of Relatives Policy.**

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

#### **IV. 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 Stone, to approve the general warrants.**

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

- B. Review and possible approval of Ruby Mountain Lock & Safe Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the Ruby Mountain Lock & Safe warrants.**

*The motion passed. (4-0 Councilman Hance abstained.)*

- C. Review and possible approval of Great Basin Engineering Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the Great Basin Engineering warrants.**

*The motion passed. (4-0 Councilman Schmidlein abstained.)*

- D. Review, consideration, and possible authorization for the City of Elko Street Department to joiner off the State of Idaho Department of Transportation bid for a 2020 Elgin Broom Bear Mechanical Sweeper in the amount of \$259,896.04, and matters related thereto. **FOR POSSIBLE ACTION**

Per NRS 332.195, the City is allowed to join or use contracts by other government agencies. The City Attorney has reviewed all the supplemental information and found it meets the requirements to joinder the bid of the State of Idaho Department of Transportation. Metroquip is offering a trade-in value of \$40,000.00 for our 2012 Elgin Crosswind J; a trade-in value of \$15,000.00 for our 2006 Elgin Crosswind; and a trade-in value of \$6,000.00 for our 2001 Elgin Pelican. This would leave a balance of \$198,896.04 for the new sweeper. DS

Dennis Strickland, Public Works Director, explained the metro quip joinder purchase (Exhibit "C") and trade-in. He recommended approval.

Mayor Keener called for public comment without a response.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Hance, to authorize staff to enter into a joinder contract with Metroquip for the purchase of a 2020 Elgin Broom Bear Mechanical Sweeper, in the amount of \$198,896.04, authorizing the trade-ins of the three units included with that.**

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

## **V. NEW BUSINESS**

- A. Review, consideration, and possible approval of a request from Nevada Health Centers for a \$75,000 pledge from the City of Elko for the renovation of the Elko Family Medical and Dental Center, and matters related thereto. **FOR POSSIBLE ACTION**

Nevada Health Centers received a pledge for \$3M in support of the Elko Family Medical and Dental Center renovation, contingent upon raising \$905,000 from the community. The City of Elko is being asked for \$75,000 over the course of three (3) years, or \$25,000 per year. If approved, the first installment would not be due for 12 months, allowing the City of Elko to program the expenditure in the FY 2020/2021 Budget. CC

Terri Clark, Development Officer Nevada Health Centers, 14<sup>th</sup> Street, gave a presentation (Exhibit "A"). She also handed out a brochure (Exhibit "B").

Councilman Stone asked about the other \$600,000 and where they might get those donations.

Ms. Clark answered they have requests out to other community organizations and some private donors. They have a long list of people we have approached for donations.

Mayor Keener said he was at a meeting recently where it was suggested that they reach out to Eureka County and Lander County.

Ms. Clark said they are reaching out to them.

Mayor Keener said he supports this request.

Curtis Calder, City Manager, said from the budget standpoint, we would not have to put anything in the budget at this time because it wouldn't be due until next year. It will be budgeted into the community donations fund.

**\*\* A motion was made by Councilman Schmidtlein, seconded by Councilman Stone, to provide grant funding in the amount of \$75,000 to Nevada Health Centers, broken out \$25,000 per year beginning in the forthcoming fiscal year, making this contingent on the completion of the project.**

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

- B. Status update on the Public Nuisance complaint regarding 403 Pine Street, and matters related thereto. **INFORMATION ITEM ONLY – NON ACTION ITEM CC**

Due to a fire at 403 Pine Street, the structure has been inspected and red-tagged by the City Building Department. Since that time, the property owner has done little to mitigate the attractive nuisance, resulting in several complaints from neighbors and calls for service to the City of Elko Police Department. At this time, the City Staff has verified the public nuisance and has reported findings to the City Attorney's office for further action. CC

Mr. Calder gave a status update. There has been a lot of work done on it. This is the same property that was declared a nuisance earlier this year, only to have the property burn down. We are back into the same process as before. The latest is that the City Attorney's office is drafting a notice to go to the property owner. He explained the rest of the process for a nuisance complaint. We had been working with some trust representatives right after the fire. There was some indication that they were open to trying to mitigate it without going through the process. That didn't work and now we are following the code to get this resolved.

Mayor Keener asked when this could be in front of City Council.

Dave Stanton, City Attorney, thought they may be looking at 45-60 days out.

Mr. Calder said he got an update from Deputy City Attorney Tom Coyle saying if the notice went out to the property owner, the commencement of that work is to abate within 5 days of that notice and we would put a specified date of completion. They have the right to due process and can request a hearing to contest the nuisance. It all depends on how the property owner responds to the notice.

Councilwoman Simons wondered about the worst-case scenario.

Mr. Calder answered there are a number of possible outcomes and discussed a few of them.

Scott Wilkinson, Assistant City Manager, said one thing they may have to do is conduct a structural analysis. That would consume a little bit of time in the process but we would need a third party report.

Scottie Vega, 340 New Pine Street, thanked Council for their efforts on this. The sooner this is taken care of the better. She stated her and the neighbors will be keeping up on this for future meetings.

## **VI. RESOLUTIONS AND ORDINANCES**

- A. Review, consideration, and possible approval of Resolution 17-19, a resolution providing for the transfer of appropriations between accounts within the City of Elko 2018/2019 Fiscal Budget pursuant to NRS 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. CQ

Candi Quilici, Finance Manager, explained in the packet are the final budget transfers for the remaining June invoices.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve Resolution No. 17-19, a resolution providing for the transfer of appropriations between accounts within the City of Elko 2018-2019 budget, pursuant to NRS 354.598005.**

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

- B. First reading of proposed Ordinance 844, an Ordinance deleting Title 7 Chapter 6 entitled “Recreational Vehicles” and creating Title 7, Chapter 6 entitled “Off-Highway Vehicles” and establishing rules for operation of off-highway vehicles within the municipal boundaries of the City of Elko, established routes for ingress and egress from the City of Elko to public and private lands where off-highway vehicle use is authorized, and establishing the penalties for violations, and matters related thereto. **FOR POSSIBLE ACTION**

City Council initiated this ordinance on August 28, 2018, and directed Staff to form a workgroup consisting of City Staff and interested members of the public. The work group met several times. A public hearing was held on January 24, 2019 to garner further public input. The ordinance was tabled on 7/23/2019. KW

Kelly Wooldridge, City Clerk, explained this was put on the agenda hoping the ordinance would be ready but it is not ready and asked there be no action.

**NO ACTION**

## **VII. PETITIONS, APPEALS, AND COMMUNICATIONS**

- A. Ratification of the Police Chief issuing a 30-day Temporary Retail Wine/Beer Liquor License and issue a Regular Retail Wine/Beer Liquor License, to Jonathan Dickerson, DBA Round Table Pizza, located at 2503 Mountain City Highway, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

Captain Trouten explained this is a change of ownership of a business. The background investigation has been completed without any issues. He recommended approval.

**\*\* A motion was made by Councilman Stone, seconded by Councilwoman Simons, to ratify the Police Chief issuing a 30-day temporary retail wine/beer liquor license and issue a Regular Retail Wine/Beer Liquor License to Jonathan Dickerson, dba Round Table Pizza, located at 2503 Mountain City Highway, Elko, NV 89801.**

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

## **IX. REPORTS**

### **A. Mayor and City Council**

*Mayor Keener said he signed up for the League of Cities Conference.*

*Chip Stone will be attending the League of Cities Conference too.*

*Mayor Keener met with Senator Cortez-Masto and discussed some items that are important to the City such as broadband, health issues, etc. He noted the flight tickets to Las Vegas for the League of Cities were the lowest he has ever seen them.*

*Councilwoman Simons said there was an airport meeting yesterday but there was nothing to report yet. They are waiting to find out about the funding from the SCASD (Small Community Air Service Development) Grant. There is one airline that would like to service the area but nothing is final yet. It all depends on whether or not we get the grant. We may be working towards someone running the restaurant at the airport.*

### **B. City Manager**

*Curtis Calder said tomorrow is the water rights hearing regarding the Snobowl water rights at 11:15 a.m. in chambers. Mark your calendars for Friday, December 13 for the Holiday Party at the Western Folklife Center. There will be a separate event for the children at the Fun Factory. League of Cities starts on the 24<sup>th</sup>. Kelly, Mayor, Councilman Stone and himself will be out of the office. If someone cannot make the meeting there will not be a quorum. If that happens let Kim know so we can cancel the meeting.*

### **C. Assistant City Manager**

### **D. Utilities Director**

### **E. Public Works**

*Dennis Strickland said the Microslurry Project was delayed but the work is turning out nice. Tomorrow should be the final day. The Bomag at the landfill is working again. They deployed about \$30,000 worth of detection at I80 east and westbound about 10 days ago. It seems to be working well and they will be removing the old camera system. They started an audit of streetlights and they will be following up with NV Energy.*

### **F. Airport Manager**

### **G. City Attorney**

### **J. City Clerk**

### **L. Development Manager**

### **M. Parks and Recreation Director**

*James Wiley reported on the progress of the Sports Complex. There are about 30 days left on phase one. The other two have a few more days left in*

*the contracts. The one closest to being completed is the parking lot. They are making good progress on the comfort station. Phase one is going a bit slower but it is coming along. There are some issues with some survey work that was done and they will meet with the engineers to resolve that. They had to reshape the wetlands due to the river flows.*

*Mayor Keener asked about the issues from last year with youth soccer. Mr. Wiley said he thought most of the concerns have been dealt with.*

N. Civil Engineer

O. Building Official

*Councilman Hance asked how Komatsu was doing. Jeff Ford answered they were moving along well.*

P. Human Resources Manager

*Mayor Keener asked about the status of the IT position. Susie Shurtz answered the position closed and they have some qualified applicants they are looking at. They are currently recruiting for 12 positions.*

### **VIII. 5:30 P.M. PUBLIC HEARINGS**

- A. Review, consideration, and possible action to adopt Resolution No. 16-19, a resolution of the Elko City Council adopting a change in zoning district boundaries from R (Single-Family and Multi-Family Residential) to RO (Residential Office) zoning district, approximately .14 acres of property, referred to as APN 001-231-009, filed by Lambert Family Trust and processed as Rezone No. 3-19, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission considered the subject zone change request on August 6, 2019 and took action to forward a recommendation to City Council to adopt a resolution which conditionally approves Rezone No. 3-19. CL

Cathy Laughlin, City Planner, explained the rezone request. She recommended conditional approval.

Mayor Keener called for public comment without a response.

**\*\* A motion was made by Councilman Schmidtlein, seconded by Councilman Stone, to approve Resolution No. 16-19.**

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

### **IX. REPORTS (Cont.)**

O. Building Official

*Mayor Keener asked Jeff Ford if he had seen the building permit for the Chicago Pizza and Tap Room. Jeff Ford answered they just got the plans.*

K. City Planner

*Mayor Keener asked about the special RDA meeting. Cathy Laughlin answered the meeting is scheduled for Thursday at 1:00 p.m.*

I. Police Chief

*Captain Trouten reported they have concluded the interview process for the domestic violence advocate. There are a couple of impressive candidates.*

*The firearms training simulator program has grown and they are looking for support to get a new system.*

H. Fire Chief

*Mayor Keener asked about the fire fighter challenge. Matt Griego answered he didn't think it was as well attended as previous years. It sounded like everyone had a good time.*

#### **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**

Councilman Stone reminded everyone that Thursday is the Elko High School Band of Indians Dinner in the Park.

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

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Mayor Reece Keener

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Kelly Wooldridge, City Clerk

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible acceptance of a Water Rate Study by Farr West Engineering, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 10, 2019**
3. Agenda Category: **PRESENTATION**
4. Time Required: **20 Minutes**
5. Background Information: **The last increase to the monthly Water Flat Rate User Fee as well as the monthly water meter fee was in 2007. Expenses have exceeded revenues the past three years resulting in the need for a water rate increase. Farr West Engineering was hired to perform a Water Rate Study to determine the rate increase needed to cover expenses as well as improve equitability between different customer service sizes and types. RL**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **Water**
7. Business Impact Statement: **Required**
8. Supplemental Agenda Information: **Water Rate Study Summary presentation by Brent Farr of Farr West Engineering**
9. Recommended Motion: **Move to accept (or modify) the Water Rate Study and recommended rate increase, and direct Staff to proceed with the Business Impact Statement process. The new rate shall become effective January 1, 2020.**
10. Prepared By: **Ryan Limberg, Utilities Director**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution:

# TECHNICAL MEMORANDUM

## CITY OF ELKO

### 2019 WATER UTILITY RATE STUDY

**Prepared For:** Ryan Limberg, P.E., City of Elko Utilities Director

**Prepared By:** Brent Farr, P.E.

**Date:** August 21, 2019

**Subject:** 2019 Water Utility Rate Study Summary

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#### 1.0 PURPOSE

The purpose of this Technical Memorandum (TM) is to present the results of the 2019 Water Utility Rate Study.

#### 2.0 SCOPE OF STUDY

The City requested a proposal from Farr West Engineering (Farr West) to conduct a utility rate study specifically for the monthly user rates of the water utility. This study does not consider connection fees or sewer rates. The objective of this rate study is to develop rates that provide adequate revenues to fully fund operations and maintenance of the City's water utility.

#### 3.0 BACKGROUND INFORMATION

The City of Elko has not raised water utility user rates since 2007. The utility has both metered and unmetered rates. The current rates are as follows:

##### Water Metered Rates

The following rate schedule does not include the cost of purchasing and/or installing water meters. Commercial and residential metered rates are based on the monthly base rate according to the following schedule. Please note that there are currently no metered customers with meters larger than 6-inches.

Service Size	Base Monthly Fee (\$/month)	Volume Usage Fee (\$/Kgal)
3/4 Inch	\$13.98	\$1.02
1 Inch	\$18.53	\$1.02
1.5 Inch	\$27.65	\$1.02
2 Inch	\$36.76	\$1.02
3 Inch	\$61.07	\$1.02
4 Inch	\$91.44	\$1.02

6 Inch	\$152.20	\$1.02
8 Inch	\$212.96	\$1.02
10 Inch	\$273.71	\$1.02
12 Inch	\$334.47	\$1.02

### Water Flat Rates

Residential monthly charge is \$0.4281 per month per fixture unit, with a minimum monthly charge of \$28.25 (or 66 fixture units). Classes other than residential are charged \$0.4281 per water fixture unit per month, or a minimum monthly charge of \$28.25.

## **4.0 FINANCIAL REVIEW AND REVENUE REQUIREMENTS**

### **4.1 Review of Financials**

Audited financial statements from fiscal year (FY) 2013 to FY 2018 are summarized in Table 1, "Water Fund Statement of Net Position," which is included in Attachment 1 at the end of this memo. Year-end financials for FY 2019 were projected using year-to-date numbers provided by the City, as of May 19, 2019. The financial summaries reveal several important points:

1. Operating revenues from water user fees are essentially flat over the last 7 years. One might expect this since there were no rate increases over this period. However, new customers are being added to the system, as evidenced by capital contributions received through connection fees. Therefore, some increase in revenues would be expected. One explanation is that large multi-family customers are paying significantly less for water service when they convert from residential flat rate service to commercial metered service.
2. Operating expenses have increased an average of 6.0% per year over the last 6 years, in-line with other water utilities across the country and outpacing standard inflation benchmarks. The American Water Works Association's most recent water and wastewater rate survey showed that between the 2016 and 2018 surveys, charges increased 7.2 percent for water utilities. During the same span, the Consumer Price Index (CPI) increased 4.6 percent. Between 1996 and 2018, charges increased 5.09 percent annually for water utilities. This compares to an annual 2.1 percent increase in the CPI over the same period.
3. The financial outcome of flat revenues and increasing operating costs over a 7-year period is a projected operating loss of \$503,326.14 (14.6%) at the end of FY 2019, compared to an operating income of \$527,987 (15.9%) in 2013.

### **4.2 Revenue Requirements**

Please refer to Table 1 in Attachment 1. Using the City's approved budget for FY 2020, and projecting increases in expenses of 5.0% for FY 2021 and FY 2022, annual revenue requirements (total operating expenses) were estimated for the three fiscal years.

## 5.0 PROPOSED RATE MODIFICATIONS

In order to balance the budget, certain rate modifications have been proposed for FY 2020. These modifications are shown in detail in Table 2 of Attachment 1. Automatic 5% annual increases to rates are proposed for FY 2021 and FY 2022 in order to keep pace with estimated operating expenses. The methodology for raising the base meter rate is shown in Table 3. Table 4 shows the projected increased revenue for FY 2020 as a result of the proposed rate increases and Table 5 shows how certain customers would be impacted by the rate modifications. Table 1 shows the final revenue and expense projections for all three fiscal years, assuming that the rate modifications are adopted and made effective on January 1, 2020.

## 6.0 FIRE PROTECTION SERVICE FEES

The City does not currently have specific fees for fire protection service but would like to consider such fees. Fire protection service differs from other services provided by the utility. Essentially, this is a standby service that the utility makes available on demand. Although most fire hydrants and sprinkler connections are rarely used, the utility must be ready to provide adequate water quantities and pressures at all times throughout the distribution system. The costs associated with maintaining the supply, treatment, pumping, storage and distribution capacity for fire protection services include annual O&M costs and capital costs invested in facilities that are sized larger than necessary for non-firefighting purposes.

The most common method of charging for private fire service is to base the charge on the size of the customer's fire service connection. The service size is the best measure of the demand that can be put on the system in case of a fire. Truckee Meadows Water Authority (TMWA), which is the water service provider for Reno, Sparks and parts of Washoe County, uses this method. The fee charged by TMWA is a monthly fee of \$5.38 per inch of the nominal diameter of the fire service pipe.

Given that a detailed analysis of the City's cost to provide fire protection capacity within the water system has not been completed, it is recommended that the City adopt TMWA's fire protection rate of \$5.38 per inch of the nominal diameter of the fire service pipe.

## 7.0 RATE COMPARISON

The following table shows the 3/4" residential metered rates for the City of Elko assuming the proposed rates for FY 2020 are approved. The table also shows the rates for similar communities in Nevada, assuming a monthly usage of 15,000 gallons, and based on the rates in effect as of the date of this study.

Rates	City of Elko	City of Wells	City of Fernley	City of Winnemucca
Base Monthly Charge	\$14.49	\$40.90	\$49.29	\$1.65
Volumetric Charge	\$16.43	\$6.50	\$51.75	\$18.75
Total Monthly Bill	\$30.92	\$47.40	\$101.04	\$20.40

## ATTACHMENT 1

	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019 Projected <sup>1</sup>	FY 2020 Projected <sup>2</sup>	FY 2021 Projected <sup>3</sup>	FY 2022 Projected <sup>4</sup>
Operating Revenues										
Water User Fees	\$3,250,297.00	\$3,238,382.00	\$3,247,158.00	\$3,279,912.00	\$3,268,235.00	\$3,271,847.00	\$ 3,332,231	\$ 3,512,308	\$ 3,784,694	\$ 3,973,928
Other	\$69,114.00	\$66,192.00	\$128,970.00	\$142,625.00	\$104,052.00	\$131,043.00	\$ 109,411	\$ 131,043	\$ 131,043	\$ 131,043
Total Operating Revenues	\$3,319,411.00	\$3,304,574.00	\$3,376,128.00	\$3,422,537.00	\$3,372,287.00	\$3,402,890.00	\$3,441,642.56	\$3,643,350.63	\$3,915,736.69	\$4,104,971.37
Annual Change in Revenues (%)		-0.4%	2.2%	1.4%	-1.5%	0.9%	1.1%	5.9%	7.5%	4.8%
Operating Expenses										
Salaries and Wages	\$635,655.00	\$689,257.00	\$741,453.00	\$783,945.00	\$829,328.00	\$818,290.00	\$ 938,173	\$ 858,050	\$ 900,953	\$ 946,000
Employee Benefits	\$293,140.00	\$321,212.00	\$325,769.00	\$452,082.00	\$570,238.00	\$478,208.00	\$ 484,406	\$ 441,600	\$ 463,680	\$ 486,864
Services and Supplies	\$1,387,171.00	\$1,429,448.00	\$1,410,253.00	\$1,616,237.00	\$1,608,342.00	\$1,753,160.00	\$ 1,943,148	\$ 1,813,830	\$ 1,904,522	\$ 1,999,748
Depreciation	\$475,458.00	\$483,739.00	\$495,372.00	\$518,677.00	\$542,672.00	\$575,643.00	\$ 579,241	\$ 582,839	\$ 586,000	\$ 590,000
Total Operating Expenses	\$2,791,424.00	\$2,923,656.00	\$2,972,847.00	\$3,370,941.00	\$3,550,580.00	\$3,625,301.00	\$3,944,968.70	\$3,696,319.00	\$3,855,154.00	\$4,022,611.70
Annual Increase in Expenses (%)		4.74%	1.68%	13.39%	5.33%	2.10%	8.82%	-6.3%	4.3%	4.3%
Operating Income	\$527,987.00	\$380,918.00	\$403,281.00	\$51,596.00	-\$178,293.00	-\$222,411.00	-\$503,326.14	-\$52,968.37	\$60,582.69	\$82,359.67
Nonoperating Revenues										
Investment Earnings	\$5,982.00	\$2,528.00	\$16,084.00	\$31,491.00	\$47,033.00	\$72,772.00	\$ 124,074	\$ 124,074	\$ 124,074	\$ 124,074
Gain on disposal of capital assets	\$35,613.00	\$7,125.00	\$0.00	\$4,361.00	-\$22,405.00	\$0.00	\$ -	\$ -	\$ -	\$ -
Total Nonoperating Revenues	\$41,595.00	\$9,653.00	\$16,084.00	\$35,852.00	\$24,628.00	\$72,772.00	\$124,073.95	\$124,073.95	\$124,073.95	\$124,073.95
Income Before Capital Contributions	\$569,582.00	\$390,571.00	\$419,365.00	\$87,448.00	-\$153,665.00	-\$149,639.00	-\$379,252.19	\$71,105.58	\$184,656.64	\$206,433.62
Capital Contributions - Connection Fees	\$995,068.00	\$382,189.00	\$1,123,221.00	\$464,112.00	\$196,010.00	\$404,190.00	\$ 350,007	\$ 350,007	\$ 350,007	\$ 350,007
Change in Net Position	\$1,564,650.00	\$772,760.00	\$1,542,586.00	\$551,560.00	\$42,345.00	\$254,551.00	-\$29,245.29	\$421,112.48	\$534,663.54	\$556,440.52
Net Position, Beginning of Year	\$20,260,874.00	\$21,825,524.00	\$22,598,284.00	\$22,872,794.00	\$23,424,354.00	\$23,466,699.00	\$23,510,846.00	\$23,481,600.71	\$23,902,713.19	\$24,437,376.72
Restatement	\$0.00	\$0.00	-\$1,268,076.00	\$0.00		-\$210,404.00				
Net Position, End of Year	\$21,825,524.00	\$22,598,284.00	\$22,872,794.00	\$23,424,354.00	\$23,466,699.00	\$23,510,846.00	\$23,481,600.71	\$23,902,713.19	\$24,437,376.72	\$24,993,817.24

1. FY 2019 Projected revenues and expenses provided by Candi Quilici on July 19, 2019. Minor adjustments can be expected during audit.

2. FY 2020 is the approved budget, with rate increases represented in the revenue.

**Table 2 - Proposed Rate Modifications**

**City of Elko Existing Water Rates and Proposed Changes**

**Existing Rates Became Effective July 1, 2007**

Proposed changes to take effect January 1, 2020

All rates to increase 5% on January 1, 2021 and January 1, 2022

**Existing Flat Rates**

Monthly Charge is: \$0.4281 per fixture unit.

Minimum Monthly Charge is: \$28.25 (Assumes 66 fixture units).

**Proposed Flat Rates**

Increase flat rates by 7.4%

Monthly Charge is: \$0.4598 per fixture unit.

Minimum Monthly Charge is: \$30.35 (Assumes 66 fixture units).

**Existing and Proposed Metered Rates**

Meter Size	Monthly Base Fee	Proposed Monthly Base Fee	Volume Usage Fee (\$/Kgal)	Proposed Volume Usage Fee (\$/Kgal)
3/4 inch	\$ 13.98	\$ 14.49	\$ 1.02	\$ 1.095
1 inch	\$ 18.53	\$ 21.77	\$ 1.02	\$ 1.095
1-1/2 inch	\$ 27.65	\$ 38.83	\$ 1.02	\$ 1.095
2 inch	\$ 36.76	\$ 58.38	\$ 1.02	\$ 1.095
3 inch	\$ 61.07	\$ 105.54	\$ 1.02	\$ 1.095
4 inch	\$ 91.44	\$ 170.72	\$ 1.02	\$ 1.095
6 inch	\$ 152.20	\$ 326.10	\$ 1.02	\$ 1.095
8 inch	\$ 212.96	\$ 506.48	\$ 1.02	\$ 1.095
10 inch	\$ 273.71	\$ 711.86	\$ 1.02	\$ 1.095
12 inch	\$ 334.47	\$ 1,242.24	\$ 1.02	\$ 1.095

**Notes:**

1. There are no meters in the system larger than 6"
2. The proposed volume usage fee is 7.4% higher than existing.

**Proposed Monthly Fire Service Rates**

\$5.38 per inch of fire service line diameter

Diameter	Monthly Charge
4"	\$ 21.52
6"	\$ 32.28
8"	\$ 43.04
10"	\$ 53.80
Unknown*	\$ 21.52

\*Unknown fire line sizes will be treated as 4"

Table 3 - Adjusting the base rate for meters to the AWWA equivalent meter ratios

Meter Size	Meters in Service	Current Rate	Proposed Rate (3/4")	AWWA Meter Ratios	Metered Rates Based on AWWA Meter Ratios	Difference Between Current and AWWA Ratio Rates	50% of Difference	Proposed Rates
3/4"	396	\$ 13.98	\$ 15.00	1.00	\$ 15.00	\$ 1.02	\$ 0.51	\$ 14.49
1"	492	\$ 18.53		1.67	\$ 25.00	\$ 6.47	\$ 3.24	\$ 21.77
1.5"	94	\$ 27.65		3.33	\$ 50.00	\$ 22.35	\$ 11.18	\$ 38.83
2"	123	\$ 36.76		5.33	\$ 80.00	\$ 43.24	\$ 21.62	\$ 58.38
3"	12	\$ 61.07		10.00	\$ 150.00	\$ 88.93	\$ 44.47	\$ 105.54
4"	8	\$ 91.44		16.67	\$ 250.00	\$ 158.56	\$ 79.28	\$ 170.72
6"	2	\$ 152.20		33.33	\$ 500.00	\$ 347.80	\$ 173.90	\$ 326.10
8"	0	\$ 212.96		53.33	\$ 800.00	\$ 587.04	\$ 293.52	\$ 506.48
10"	0	\$ 273.71		76.67	\$ 1,150.00	\$ 876.29	\$ 438.15	\$ 711.86
12"	0	\$ 334.47		143.33	\$ 2,150.00	\$ 1,815.53	\$ 907.77	\$ 1,242.24

Table 4 - Additional revenue generated by rate adjustments

Fire Lines:

Diameter	Number	Monthly Charge	Annual Revenue
4"	39	\$ 21.52	\$ 10,071.36
6"	43	\$ 32.28	\$ 16,656.48
8"	37	\$ 43.04	\$ 19,109.76
10"	2	\$ 53.80	\$ 1,291.20
Unknown*	21	\$ 21.52	\$ 5,423.04
			<b>\$ 52,551.84</b>

\*Unknown fire line sizes will be treated as 4"

7.4% increase in the flat rate:

1 month of flat rate revenue:	\$ 221,229.48	(from billing report, June 2019)
12 months of flat rate revenue:	\$ 2,654,753.76	
7.4% increase:	<b>\$ 196,451.78</b>	

7.4% increase in the volume usage fee for metered customers:

Total 1,000 gallon Units Sold in 2018:	358,965	(from billing report, calendar year 2018)
Revenue using old rate (\$1.02):	\$ 366,144.30	
Revenue using new rate (\$1.095):	\$ 393,066.68	
Annual Increase in revenue:	<b>\$ 26,922.38</b>	

Adjusting the base monthly fee for metered customers:

Meter Size	Meters in Service	Current Rate	Proposed Rates	Monthly Increase in Base Fee	Monthly Increase in Revenue
3/4"	396	\$ 13.98	\$ 14.49	\$ 0.51	\$ 201.96
1"	492	\$ 18.53	\$ 21.77	\$ 3.24	\$ 1,591.62
1.5"	94	\$ 27.65	\$ 38.83	\$ 11.18	\$ 1,050.45
2"	123	\$ 36.76	\$ 58.38	\$ 21.62	\$ 2,659.26
3"	12	\$ 61.07	\$ 105.54	\$ 44.47	\$ 533.58
4"	8	\$ 91.44	\$ 170.72	\$ 79.28	\$ 634.24
6"	2	\$ 152.20	\$ 326.10	\$ 173.90	\$ 347.80
8"	0	\$ 212.96	\$ 506.48	\$ 293.52	\$ -
10"	0	\$ 273.71	\$ 711.86	\$ 438.15	\$ -
12"	0	\$ 334.47	\$ 1,242.24	\$ 907.77	\$ -
Monthly increase in revenue:					\$ 7,018.91
Annual increase in revenue:					<b>\$ 84,226.92</b>

Total projected increase in annual water user fees:	<b>\$ 360,152.91</b>
Percent Increase over 2019 water user fees:	10.8%

Table 5 - Customer Impacts from Rate Adjustments

Residential flat rate service

Old Rate: \$ 28.25  
 New Rate: \$ 30.35  
 \$ 2.10 Monthly increase, dollars  
 7.4% Monthly increase, %

Residential 3/4" metered service using 12,600 gallons per month

	Meter Fee	Volume Charge	Total
Old rate:	\$ 13.98	\$ 12.85	\$ 26.83
New rate:	\$ 14.49	\$ 13.73	\$ 28.22
	\$ 1.39 Monthly increase, dollars		
	5.2% Monthly increase, %		

Commercial 2" metered service using 40,000 gallons per month, with 6" fire line

	Metered Rate	Fire Line	Total
Old Rate	\$ 77.56	\$ -	\$ 77.56
New Rate	\$ 102.18	\$ 32.28	\$ 134.46
	\$ 24.62	\$ 32.28	\$ 56.90 Monthly increase, dollars
	32%		73% Monthly increase, %

\*This is difficult to compare to a flat rate commercial customer of comparable size and type, because the flat rate is based on fixture units. The flat rate will only go up 7.4%, whereas the metered rate will go up 32% (minus the fire line fee that both customers will need to pay).

12-Month Mobile Home Park Comparison - 6" metered Service vs. flat rate (no fire line)

Scenario	12-month Usage (1,000 K)	Avg. Monthly Usage	No. of Spaces	Avg. Monthly Use Per Space	12-month Metered Fees	Average Monthly Metered Fee	Average Monthly Metered Fee Per Space	Flat Rate Annual Fee	Flat Rate - Metered Rate	% Decrease in Bill converting from Flat to Metered
Old	13,366	1,114	86	13.0	\$ 15,459.72	\$ 1,288.31	\$ 14.98	\$ 29,154.00	\$ 13,694.28	47%
New	13,366	1,114	86	13.0	\$ 18,548.97	\$ 1,545.75	\$ 17.97	\$ 31,311.40	\$ 12,762.43	41%
Percent Increase/(decrease):					20.0%	20.0%	20.0%	7.4%		

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Professional Services Agreement Addendum with ZGA Architects, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 10, 2019**
3. Agenda Category: **Appropriations**
4. Time Required: **5 Minutes**
5. Background Information: **The additional redesign services by ZGA for a combined water/sewer shop are triggered due to the scope and cost reductions of the project. The primary scope reduction is related to the Civil site development, i.e. site pavement, curb and gutter, and site drainage deletions. Additionally, an outbuilding storage structure will be deleted, split faced block will be replaced with standard block, ceiling tiles will be replaced on a portion of the building with slightly less costly tiles, and numerous other cost reducing changes as well. Documents will need to be revised to accomplish this.**  
  
**An additive alternate list will be included in the bid documents. Those items are called out and specified in the fee proposal from ZGA. Additionally, RFI's (requests for information) will be answered by ZGA as part of the bidding process. These will likely be considerable on a project of this size and magnitude. RL**
6. Budget Information:  
  
**Appropriation Required: \$49,400.00**  
**Budget amount available: \$4.25M this year, 2.125M each water and sewer**  
**Fund name: Water/Sewer split**
7. Business Impact Statement: Required/**Not Required**
8. Supplemental Agenda Information: **Short form PSA addendum (long form previously completed) and Redesign Fee Proposal Memo from ZGA**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Ryan Limberg, Utilities Director**
11. Committee/Other Agency Review: **N/A**
12. Council Action: *(to be completed by the City Clerk)*
13. Council Agenda Distribution: *(Please List the Recipient's Name, Email Address, Fax Number, or a Mailing Address)*

**CITY OF ELKO  
AGREEMENT FOR PROFESSIONAL SERVICES**

**PROJECT: WRF/Water Shop –Redesign Proposal**

**ADDENDUM: 1**

This AGREEMENT made and entered into this 11th day of September, 2019 by and between the City of Elko, (hereinafter "OWNER"), and ZGA (hereinafter "Architect")

WHEREAS, the OWNER and the Architect wish to enter into an Agreement (hereinafter "Agreement") for the furnishing of Professional Services in connection with the implementation of the: Redesign work for the City of Elko Water & WRF Shop, this will be a scope reduction related to the civil site development. As proposed in the attached Memo.

Scope of Professional Services. The scope of the Professional Services are described in detail in the attached proposal / MEMO and are made a part of this agreement upon execution by both the OWNER and the Design Professional.

Fee for Professional Services. The fee amount, for Consultant's Services, shall be negotiated, between the OWNER and the professional, for the services that have been described in detail within the Scope of the Professional Services as noted in the attached MEMO. The Fee for Architect Services shall not exceed the amount of \$49,400.00 as shown in detail on the attached MEMO.

Work Schedule. The work shall be complete within 90 calendar days from the date of this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement, with effective date the day and year first above written

**ZGA Architects & Planners**

By: \_\_\_\_\_

Michael Simmonds  
Vice President

**City of Elko**

By: \_\_\_\_\_

Curtis Calder  
City Manager

# Memo



**Architects  
and  
Planners**

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

Phone: (208) 345-8872  
Fax: (208) 343-7162  
[www.zqa.com](http://www.zqa.com)

**To:** Ryan Limberg  
**From:** Pat Walsh  
**CC:**  
**Date:** 8-16-2019  
**Re:** **Elko Water & WRF Shop – Redesign Fee Proposal**

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Ryan,

Based on conversations with you, your superintendents, and Councilman Schmidlein, we understand that certain scope reductions are necessary in order to get the project within the revised budget. The revised documents will also identify several scope items as Alternates that could be added on bid day to the 'Base Bid' price.

The primary scope reduction is related to the Civil site development, i.e. site pavements, curb and gutter and site drainage. All asphalt pavement and concrete curb/gutter from the front face of the building and back into the Shop yard will be deleted. Pavements in this back area will be replaced by street millings and will be graded for sheet-flow drainage to the back of the site.

Other changes that will be made to the documents prior to bidding will be the deletion of the split-face CMU on the Shop portions of the building and changing the upgraded ceiling tile in the front Admin area to the tile used in the back area.

In addition to the revisions to the Civil Site scope and other changes noted above, we will revise the documents (drawings and specification) to remove some project scope from the 'Base Bid' and make these items Additive Alternates. The Add Alternate list will be:

1. Automatic gates at site entrances
2. Destratification fans in both Shops
3. (2) snorkel exhausts (one in each Shop)
4. Rock mulch and poly edging around the Site
5. Emergency Generator
6. 2<sup>nd</sup> Bridge Crane
7. Storage outbuilding

Infrastructure items that are necessary to support these Alternates, if they are added on bid day or in the future, will be kept in the 'Base Bid'.

At a minimum, all disciplines will need to re-date and re-seal/sign all drawings and specifications. All disciplines will also need to identify on the drawings the items, or portions of items, that will be bid as Add Alternates. ZGA will write the Division 01 "Alternates" specification section that describes in narrative language all the bid alternates. ZGA will package all the revised drawings and specifications and make them ready for issuing for bids.

ZGA will submit a Plan Review Application to the City, and the Design Team will tend that review process until a building permit is issued.

ZGA will also assist the City in writing the Bid Form that includes the Alternate pricing, and will package the City's Bidding Requirements, Contract Documents, Wage Rates, and Bid Form into the Project Manual or as a stand-alone document. During bidding, the Design Team will respond to questions, answer RFI's and issue Addenda as required. After bids are received, the Design Team will assist the City in bid analysis and acceptance of Alternates.

The design team fees for drawing and specification revisions, permit submittal/tending, and for bidding assistance are as follows:

Civil Engineering:	\$15,200.00
Structural Engineering:	\$ 2,200.00
Architectural:	\$24,000.00
Mechanical Engineering:	\$ 4,000.00
Electrical Engineering:	<u>\$ 4,000.00</u>
Total for Redesign/Permit/Bidding	<b>\$49,400.00</b>

Design Team services during construction will be negotiated after the bids are received and a construction contract is executed.

**Elko City Council  
Agenda Action Sheet**

1. Title: **Status update on the Public Nuisance complaint regarding 403 Pine Street, and matters related thereto. INFORMATION ITEM ONLY – NON ACTION ITEM CC**
2. Meeting Date: **September 10, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Due to a fire at 403 Pine Street, the structure has been inspected and red-tagged by the City Building Department. Since that time, the property owner has done little to mitigate the attractive nuisance, resulting in several complaints from neighbors and calls for service to the City of Elko Police Department. At this time, the City Staff has verified the public nuisance and has reported findings to the City Attorney's office for further action. CC**
6. Budget Information:  

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

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Water and Sewer Service Agreement between the City of Elko, the Te-Moak Tribe of Western Shoshone Tribal Council (Tribe) and the Council of the Elko Band of the Tribe (Elko Band), and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 10, 2019**
3. Agenda Category: **New Business**
4. Time Required: **4 Minutes**
5. Background Information: **A water and sewer service request has been received for 1721 Heritage Way. Since this location is outside of prior agreements a new agreement was necessary prior to providing water and sewer service. RL**
6. Budget Information:  

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Required/Not Required**
8. Supplemental Agenda Information: **Water and Sewer Service Agreement**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Ryan Limberg, Utilities Director**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution:

## Water & Sewer Service Agreement

This Agreement is made and entered effective on the date of the last signature hereto between the City of Elko, a special charter city and political subdivision of the State of Nevada (City), the Temoke Tribe of Western Shoshone Tribal Council (Tribe) and the Council of the Elko Band of the Tribe (Elko Band).

### RECITALS

- A. Beverley Stevens is constructing a residence on a home site, commonly known as 1721 Heritage Way (Project), on tribal land located within the exterior boundaries of the City of Elko and The Elko Band. The lot is further described in the attached property description and site plan which are incorporated herein by reference as if fully set forth.
- B. The Tribe and Elko Band desire and request the City provide water and sewer service to the Project.

### WITNESSETH:

The City will provide water and sewer service to the Project home on the following terms and conditions:

- 1. The water and sewer delivery system must be constructed at no expense to the City in full compliance with all applicable provision in the Elko City Code, including all applicable City building codes, except that the presently installed PVC pipe may be used in lieu of ductile iron for water lines, if applicable to the Project.
- 2. Once the Project is completed, including construction of water and sewer lines on Tribal land and extension and connection to existing City water and sewer lines:
  - A. the Elko Band shall transfer to the City without charge all right, title, and interest in the water and sewer facilities constructed in conjunction with the Project, including all materials and equipment located within the Tribe's streets and rights-of-way;
  - B. the City will provide water and sewer service to the residence at 1721 Heritage Way, located on the Project site, in the same manner as other residences located in the City; and
  - C. the Elko Band shall obtain and provide for the benefit of the City a minimum one-year warranty on all sewer and water facilities. The warranty shall name the City and run to the benefit of the City. In the event of any problems occurring within the first year of installation with the design, construction or use of the water and sewer facilities not protected by the warranty, the Elko Band or its assign will, at its own expense, correct any such problems in a manner determined by and approved by the City. In addition, the Elko Band shall provide and maintain a twenty (20) foot easement over said water and sewer lines up to and including the water meter pit.
- 3. The City's rules, regulations and ordinances governing the operation, maintenance, billing and collections, including lien rights and procedures, for water and sewer services shall apply to and govern the Tribe, Elko Band and each individual housing user within the area served.

4. The City will bill each resident for all water and sewer usage, and collect the same from each such resident, in the same manner as other residents of the City. In that regard, the City is hereby granted authority to enter upon Tribal and Elko Band land to disconnect the water of any water or sewer user who is delinquent, subject to the Elko City Code.
5. The City is hereby granted the authority to enter upon Tribal and Elko Band land to do all things incidental to the provision of water and sewer service, including inspecting, servicing, maintaining, repairing and replacing all water and sewer line(s) involved in such service, the City must exercise all such rights in the same manner areas as all other residential locations within the City.
6. The parties hereby agree to all of these above terms and conditions as to the continued provision of water and sewer service by the City for all prior projects which are currently being served by the City, provided, all such prior projects shall comply with all applicable City Code provisions.
7. This Agreement is subject to and conditioned upon the approval of the governing bodies of all the parties.
8. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective successors and assigns.
9. The Fourth Judicial District Court in and for the County of Elko, State of Nevada, shall have jurisdiction and venue over all disputes arising under this agreement.
10. The Tribe and Elko Band waive the defense of sovereign immunity with respect to any claim arising under this Agreement.

By:

Reece Keener, Mayor  
City of Elko

By:

Kelly Woolridge, City Clerk

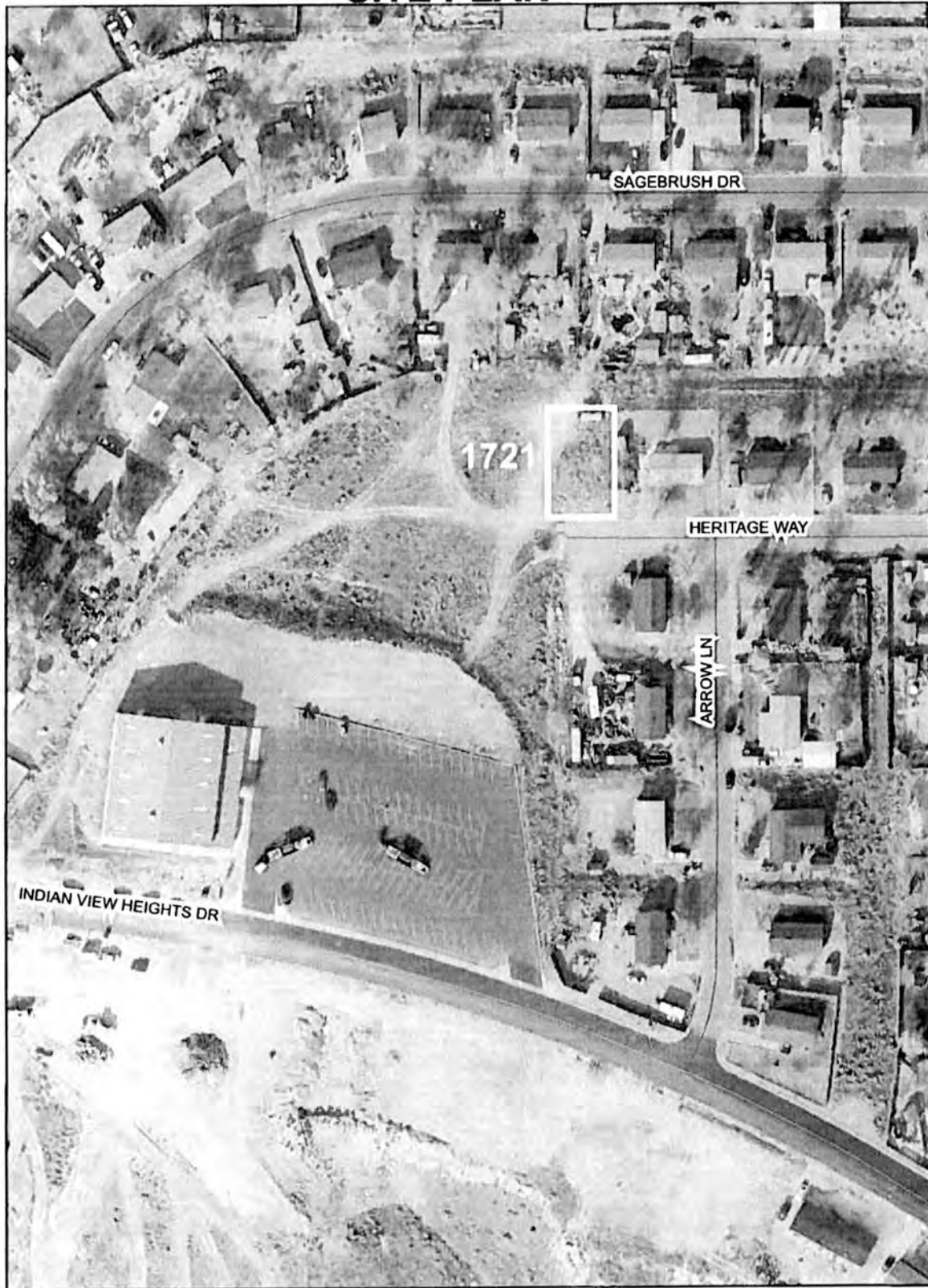
Tribal Council of the Temoke Tribe of Western Shoshone

Dated:

By:

Title:

# SITE PLAN



**Elko City Council  
Agenda Action Sheet**

1. Title: **Discussion and possible authorization to request proposals from qualified individuals or firms to provide Golf Professional Services at Ruby View Golf Course, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 10, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The current Golf Professional Agreement between the City of Elko and Martin Creek Holdings, LLC expires on December 31, 2019 (unless an extension is agreed upon between the Golf Professional and the Elko City Council). A copy of the current agreement and previous RFP has been included in the agenda packet for review.**  
  
**It has been eight (8) years since the City of Elko last requested proposals for Golf Professional Services. Staff recommends requesting proposals to allow adequate response and transition time. 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: **Current Agreement between the City of Elko and Martin Creek Holdings, LLC; Previous RFP (2011)**
9. Recommended Motion: **Authorize Staff to issue Request for Proposals from qualified individuals or firms to provide Golf Professional Services at Ruby View Golf Course.**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution: **Brad Martin dba Martin Creek Holdings, LLC  
jokalari63@yahoo.com**

**GOLF PROFESSIONAL AGREEMENT BETWEEN  
THE CITY OF ELKO, NEVADA AND**

**BRADLEY JOHN MARTIN  
DBA  
Martin Creek Holdings, LLC**

**January 1, 2016 – December 31, 2019**

## **DIRECTOR OF GOLF/GOLF PROFESSIONAL AGREEMENT**

**THIS AGREEMENT** made and entered into this 1<sup>st</sup> day of January, 2016 by and between the **City of Elko**, a special charter municipal corporation, hereinafter referred to as "**City**," and Bradley John Martin **DBA Martin Creek Holdings, LLC**, the **Director of Golf/Golf Professional** hereinafter referred to as "**Golf Professional**".

### **RECITALS:**

1. The **CITY OF ELKO** owns and operates an eighteen (18) hole municipal golf course known as the **RUBY VIEW GOLF COURSE** (hereinafter **Golf Course**); and
2. The **Golf Professional** is a Golf Professional holding a Class A-1 card from the Professional Golfers Association of America; and
3. The parties desire to enter into a contract for the period of January 1, 2016 through December 31, 2019, with a two (2) year extension option, all in accordance with the provisions of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, conditions and undertaking contained herein, the parties agree as follows:

### **ARTICLE 1 TERM OF AGREEMENT**

**Section 1.1** Golf Professional hereby is assigned, and does accept, the exclusive privilege and responsibility to operate, manage and oversee the Ruby View Golf Course and related facilities, and to act as, be, and perform the duties of the Director of Golf/Golf Professional of said Golf Course, all in accordance with the provisions of this Agreement, for the term from January 1, 2016 through December 31, 2019 subject to extension and/or earlier termination as provided herein.

**Section 1.2** Golf Professional shall operate and manage the Golf Course and otherwise conduct himself in the performance of this Agreement in accordance with Rules and Regulations established by the City, and with the Code of Ethics of the Professional Golf Association ("PGA").

**Section 1.3** In addition, Golf Professional does accept, the exclusive privilege and responsibility to operate and manage a golf pro-shop, food concession business, cocktail lounge facility and video gaming equipment at the Ruby View Golf Course Clubhouse, subject to the conditions contained herein, which premises are hereinafter referred to as the "Clubhouse."

## **ARTICLE 2 RESOURCES TO BE PROVIDED BY THE CITY**

**Section 2.1** The City shall provide and maintain:

- (a) The 18 hole golf course, a driving range, practice greens and greens maintenance facilities (all of which together are referred to herein as "Golf Course");
- (b) Golf cart storage sheds, clubhouse, parking lot, and surrounding fence and gate (all of which together are referred to herein as "Structures");
- (c) Fixtures, furniture and appurtenances per attached Appendix A; and
- (d) Utility connections, to the Golf Course and Structures.
- (e) An operational fire extinguisher system, including required certifications, over the cooking area in the Clubhouse.
- (f) Gas or electric power golf cart fleet. City Staff will be responsible for performing annual golf cart maintenance, repairing major mechanical failures, and performing monthly "in-season" checks of oil and/or battery levels.
- (g) An electronic security system for the clubhouse and golf cart storage sheds.

## **ARTICLE 3 RESOURCES TO BE PROVIDED BY THE GOLF PROFESSIONAL**

**Section 3.1** The Golf Professional shall provide:

- (a) For Rental by the Public. Hand carts, golf clubs, driving range golf balls, and other equipment necessary to play golf - all in varieties and quantities sufficient to meet reasonable demand;
- (b) For Sale to the Public. Inventories of golf merchandise, supplies, clubs, bags, clothing, shoes, and other golf equipment; all in quantities and varieties sufficient to meet reasonable demand, and appropriate for the operation of a first class municipal golf shop. The rental fees and sale prices for the above golf equipment and merchandise shall be no higher than those prevailing for similar equipment and merchandise in similar golf courses in the surrounding area.

- (c) For Storing, Displaying, Advertising or Demonstrating Golf Equipment and Merchandise. Such counters, showcases, signs or other fixtures which Golf Professional deems to be necessary or appropriate, to supplement those provided by the City. The Golf Professional shall not install any additional booths, stands, fixtures, mobile units or any other equipment in connection with the business covered by this Agreement without the specific written consent of the City Manager. The City shall provide display cases, counters, tables and chairs, which are included on the attached Appendix A.
- (d) Cash registers and credit/debit card machines for processing and recording transactions and collections of various membership, storage, usage, cart path, greens fees, rental and other fees and sales revenues.
- (e) For serving the public. Such human resources as are needed to assist the Golf Professional in the performance of his duties

#### **ARTICLE 4 DUTIES OF THE GOLF PROFESSIONAL**

The Golf Professional shall devote his entire professional attention, time and effort to the successful fulfillment of his responsibility to manage, operate and oversee the Ruby View Golf Course, including (but not necessarily limited to) performance of the following duties:

- Section 4.1** Managing and overseeing the operation of the Golf Course Clubhouse and other resources in accordance with Rules and Regulations established by the City, and in a manner which combines efficient use of resources, and an emphasis on public/ customer service.
- Section 4.2** Processing and recording the collection of all fees and revenues related to the operation and use of the Golf Course and Clubhouse and depositing such fees and revenues collected on behalf of the City, along with pertinent records, at City Hall each day, or in such other place and time frame as may be directed by the City Manager or duly authorized designee.
- Section 4.3** Providing all services related to the promotion and regulation of golf play and player conduct, including taking or assignment of tee time reservations, performing starter services, and encouraging or enforcing compliance with Rules and Regulations.
- Section 4.4** Providing golf lessons and instructions, and any other services customarily provided by a Golf Professional certified by the Professional Golf Association ("PGA").

- Section 4.5** Operating and managing a first class municipal Golf Shop, including but not limited to rental of golf equipment and sale of golf merchandise.
- Section 4.6** Managing or assisting the promotion and staging of public and private golf tournaments at Ruby View Golf Course. Golf tournaments, fundraisers, and/or charity events shall be coordinated and organized to make efficient use of the course. Between June 1st and August 31st, weekend and/or holiday tournaments, fundraisers, and/or charity events shall generate a minimum of 80 green fees (or combination of green fees and tournament pass play). The Ruby View Men's and Women's Golf Association tournaments are exempt from the 80 green fees minimum.
- Section 4.7** At all times, and at his own expense, the Golf Professional will keep the entire clubhouse, including all stands, display cases, bar area, fixtures and equipment in a clean, sanitary and orderly condition, and good state of repair, and shall conduct the food concession and cocktail lounge in accordance with all Federal, State, City and local health department rules, regulations, statutes and ordinances. It is expressly understood that the entire premises are open to inspection at all times by the City Manager or by inspectors authorized by the City Manager or authorized by Federal or State law.
- Section 4.8** Golf Professional shall make sure that the Clubhouse facilities, interior and exterior are maintained in a clean and orderly condition at all times. Although the City will provide all required janitorial supplies and 2 x per week janitorial services at no cost, Golf Professional shall be expected to perform occasional janitorial and light maintenance services for the Clubhouse, which may include cleaning the restrooms and/or windows on an as-needed basis when the Clubhouse is open for business. The Golf Professional shall be allowed to utilize City equipment when shampooing carpets. Interior painting shall be the responsibility of the City.
- Section 4.9** Golf Professional shall be responsible for security of said facilities in accordance with the Rules and Regulations, operation, maintenance and any suggested improvements for the Golf Course and related Structures.
- Section 4.10** Golf Professional shall be responsible for the following golf cart fleet activities:
- (a) Daily staging, charging, and fueling the golf cart fleet.
  - (b) Daily cleaning and visual inspection of the golf cart fleet.
  - (c) Performing minor maintenance, including, but not limited to:

- 1) Checking tire pressure and adjusting as necessary; and
  - 2) Repairing and/or changing tires as necessary; and
  - 3) Performing minor battery maintenance as necessary.
- (d) Responding to disabled rental carts on the course.
- (e) Towing disabled carts to the Golf Course Maintenance Building.
- (f) Notifying City Staff of golf cart maintenance problems.

## **ARTICLE 5**

### **OPERATION OF THE CLUBHOUSE BY THE GOLF PROFESSIONAL**

**Section 5.1** Golf Professional shall have the right to sell any food, alcoholic and non-alcoholic beverages or refreshments of any kind, and shall have the right to install or keep upon the premises any machines used for the vending of goods, wares or merchandise, upon prior approval of the City Manager or duly authorized designee.

**Section 5.2** Golf Professional shall provide food service consistent with, but not limited to, that provided by similar golf courses.

**Section 5.3** Golf Professional will be given the exclusive right to cater food and supply meals for special events and special group activities conducted at said Clubhouse.

**Section 5.4** Golf Professional shall maintain a sufficient inventory of food stuffs, alcoholic and non-alcoholic beverages, so as to avoid shortages of such products.

**Section 5.5** Golf Professional may provide and operate 5 video gaming machines in the Clubhouse. These machines are the property of the Golf Professional and shall be removed upon termination of this agreement.

## **ARTICLE 6**

### **TIME AND HOURS OF OPERATION**

**Section 6.1** In general, hours of operation of the golf course shall be open from March 1, through October 31. By March 1 of each year, and from time to time as appropriate to reflect any changes, the Golf Superintendent shall furnish the City Manager a schedule setting forth the hours during the year when said golf course shall be open for play. Such schedule shall be subject to mutual agreement and approval of the City Manager and the Golf Professional. The Golf Shop and Driving Range shall be kept open whenever the Golf Course is open for play. The Golf Professional or his assistants shall be available at all such scheduled times to give lessons and instructions in golf, and to serve the public.

**Section 6.2** Opening and Closing Hours of the Clubhouse. In general, the opening and closing hours of the Clubhouse shall be compatible with the operation of the Golf Shop. In the event there is little or no demand for clubhouse and/or golf shop services during any given day, Golf Professional may, at his discretion, close at an earlier time. The Clubhouse may be open November 1 through the last day of February at the discretion of the Golf Professional, subject to Section 9.4 of this Agreement.

**Section 6.3** Rules and Regulations. The City, in conjunction with the Golf Professional, shall promulgate all necessary Rules and Regulations for the operation of the Golf Course, including the Golf Shop, driving range, practice greens and areas contained therein. A copy of said Rules and Regulations shall be provided to the Golf Professional, posted at the Clubhouse. A copy shall be placed on file with the Elko City Clerk.

## **ARTICLE 7 BOOKS AND RECORDS**

The Golf Professional shall:

**Section 7.1** Keep books of accounts and records in accordance with generally accepted accounting principles, reflecting all transactions in the purchase and sale of range balls, food and beverages, merchandise, and repair of equipment and agrees to make them available for inspection and/or audit by the City at its expense at reasonable times.

## **ARTICLE 8 RECEIPTS AND ACCOUNTING**

Golf Professional's collection of receipts and accounting shall be governed by the following provisions:

**Section 8.1** Golf Professional shall process, through his cash register in a manner to be prescribed by City, all monies collected on behalf of the City, including but not limited to all seasonal, monthly and other pass fees, greens fees, golf cart rental fees, private golf cart storage fees, and private golf cart usage (path) fees. Golf Professional shall operate and maintain a credit/debit card machine for accepting electronic payments. Golf Professional may retain up to 3% of all credit/debit card payments to compensate for merchant fee transaction costs. All fees received or collected on behalf of the City shall be held by Golf Professional in a fiduciary capacity, and Golf Professional shall not make any personal or other use of the same. Said fees collected on behalf of the City shall be deposited daily in an account or place as designated by the City. Golf Professional shall be held strictly liable for all cash shortages. The Golf Professional or other authorized PGA accredited staff shall sign all passes. A list of PGA staff names shall be provided to the City by the Golf Professional.

**Section 8.2** Golf Professional shall receive and be entitled to keep all revenues from Clubhouse Operations. Clubhouse Operations shall include the driving range, the rental of all golf clubs and golf equipment, golf hand carts, golf lessons, storage and maintenance of golf clubs, all receipts from the sale of golf equipment and golf merchandise, and all receipts from café and bar operations. The Golf Professional shall have the exclusive right to salvage all golf balls from any water hazards on the Golf Course.

## **ARTICLE 9 PAYMENT TO CITY AND UTILITY FEES**

**Section 9.1** Clubhouse Concessions Fee. For the privilege of the exclusive use of the Clubhouse granted hereunder, the Golf Professional shall pay to the City of Elko a monthly concession fee for the clubhouse for the months of March through October of each year of this Agreement.

**Section 9.2** The monthly concession fee shall be \$1,350 per month, beginning in March of 2016, and shall increase by 3% each subsequent year, as demonstrated below, regardless of the increase in the U.S. Government Consumer Price Index:

March 2016: \$1,350 per month x 8 months  
March 2017: \$1,391 per month x 8 months  
March 2018: \$1,433 per month x 8 months  
March 2019: \$1,476 per month x 8 months  
March 2020: \$1,520 per month x 8 months (if Agreement is extended)  
March 2021: \$1,566 per month x 8 months (if Agreement is extended)

**Section 9.3** The parties acknowledge that the City has received from Golf Professional \$300.00 as a cleaning and maintenance deposit. Said cleaning and maintenance deposit shall be refundable at the end of the term hereof, subject to any deduction for any maintenance and cleaning required to carry out terms and conditions hereof.

**Section 9.4** Golf Professional shall pay 50% of all utility charges pertaining to the operation of the Clubhouse which are assessed to and paid by the City between the dates of March 1 and October 31. This shall include, but not be limited to electricity, telephone, gas, solid waste disposal, grease rendering, television, water and sanitary sewer charges. The Golf Professional shall not be responsible for utility charges if the Clubhouse remains closed for the season (typically between the dates of November 1 through February 28). In the event the Clubhouse is open between the dates of November 1 through February 28, the Golf Professional shall pay the differential increase in all above referenced utility charges.

**Section 9.5** All concession and utility fees shall be paid to the Elko City Finance Department at 1751 College Avenue, Elko, Nevada. All payments shall be made within 30 days of invoice.

## **ARTICLE 10 PAYMENTS TO GOLF PROFESSIONAL**

**Section 10.1** The City shall pay to Golf Professional as an independent contractor, the gross sum of \$5,658 per month, effective January 1, 2016. The City shall not provide Worker's Compensation Insurance Coverage, Retirement Benefits ("PERS"), Health Insurance Benefits or Life Insurance Benefits to the Golf Professional since he is an independent contractor.

**Section 10.2** Commencing with the first (1<sup>st</sup>) anniversary of this contract and each anniversary date thereafter, the payment by the City to the Golf Professional shall be adjusted upward by 3%, regardless of the percentage change in the U.S. Government Consumer Price Index.

**Section 10.3** In addition to the above compensation, the City will pay \$15,000 annually to the Golf Professional as a contribution to the payment of fees or salaries to Assistant Golf Professionals. The \$15,000 annual contribution by the City is contingent upon the Golf Professional: (1) using the funds solely to pay his Assistant Golf Professionals, and (2) providing to the City an annual accounting showing that said funds were properly used.

**Section 10.4** The City agrees to discuss upgrades to the existing Golf Course Management Software and/or Hardware, including possible financial participation. Parties agree that the purpose of upgrading such software and/or hardware is to simplify the daily accounting process, capture lost revenue, and track play for statistical purposes.

**Section 10.5** Parties agree that only the Golf Professional and Assistant Golf Professionals described in Section 10.3 will receive golf privileges as part of their inherent job duties. However, the City shall provide the Golf Professional with twenty (20) employee passes (restricted), at a value of \$3,000 annually. Employee passes are intended to provide restricted golfing privileges for employees of the Golf Professional only. All rounds played shall be recorded in the same manner as other pass play. Employee pass holders shall be entitled to a 50% discount on golf cart rentals. Any additional employee golf privileges shall be at the Golf Professional's expense and accounted for in accordance with Section 8.1.

**Section 10.6** The City shall allow courtesy golf privileges for verified PGA Golf Professionals and GCSAA Golf Superintendents. All rounds played shall be recorded in the same manner as other pass play. PGA Golf Professionals and GCSAA Golf Superintendents shall be entitled to a 50% discount on golf cart rentals. Any additional PGA and/or GCSAA related golf privileges shall be at the Golf Professional's expense and accounted for in accordance with Section 8.1.

**Section 10.7** In consideration for activities performed by the Golf Professional in Section 4.10, the City shall pay to Golf Professional 20% of all gross golf cart rental revenue, as submitted by the Golf Professional.

**ARTICLE 11**  
**MEMBERSHIP IN ORGANIZATION;**  
**PREFERENTIAL TREATMENT FORBIDDEN**

**Section 11.1** Golf Professional shall not become an officer or member of any golf club or organization of golfers formed or to be formed at the Golf Course or of any organization in which participation would conflict with the orderly and efficient operation of said Golf Course. Golf Professional shall not, in the operation of said Golf Course, and particularly in the granting of starting times or playing privileges, grant any preferential treatment to any individual or group of individuals except as authorized by the Rules and Regulations pertaining to said Golf Course.

**ARTICLE 12**  
**OTHER DUTIES OF THE GOLF PROFESSIONAL**

**Section 12.1** Licenses, Permits and Taxes. Golf Professional shall obtain any and all permits, business, health and liquor licenses or other licenses, which may be required by law to conduct his operation. Golf Professional shall pay sales tax, property tax, and income tax, which may be assessed against him and his business equipment and/or merchandise in the operation of his business under this Agreement.

**Section 12.2** Employees. The Golf Professional may employ, at Golf Professional's expense, such employees as are considered necessary in operating the Clubhouse and providing golf professional services in an efficient and orderly manner; provided, that if any person employed by Golf Professional is not satisfactory to the City, Golf Professional agrees to consult with the City with regard to any action to be taken concerning said employee. Golf Professional shall comply with all applicable state and federal requirements which pertain to individuals employed by him.

**Section 12.3** Fire Insurance. All fire insurance maintained by the City upon the Golf Course and related structures shall be for the sole benefit of the City. Golf Professional agrees to hold City harmless from any loss sustained by fire to Golf Professional's business operations, income, inventory, machinery, fixtures, equipment, merchandise or other personal property.

**Section 12.4** Securing the Buildings. The Golf Professional shall be responsible for securing the clubhouse after normal working hours, including but not limited to the locking of all doors. The Golf Professional shall hold the City harmless and be responsible to the City for losses or damages resulting from open facilities after business hours.

### **ARTICLE 13 LIABILITY INSURANCE**

The Golf Professional shall procure and keep in force during the term hereof a public liability insurance policy written by a company authorized to do business in the State of Nevada, insuring against any loss or a liability for damages to persons or property which might result from the operation upon the golf course and its premises as herein provided, with limits of not less than one-million (\$1,000,000.00) dollars for injury to one person and one-million (\$1,000,000.00) dollars for injury to more than one person, together with one-million (\$1,000,000.00) dollars products liability insurance. Such policies shall include the City as an additionally named insured with a specific provision for thirty (30) days advance notice of cancellation to all named insureds. A copy of the insurance policy or policies shall be delivered forthwith to the City. The City shall have the right, with or without cause, to disapprove the company or companies from which the Golf Professional secures the policy or policies of insurance as herein provided.

### **ARTICLE 14 HOLD HARMLESS AND DEFENSE**

The Golf Professional shall indemnify, hold harmless and defend the City and any of its officers, agents or employees from any claim or cause of action of any kind, character or nature from any person, persons, entity or organization which may arise out of the use of the premises in connection with the Golf Professional's operation of the concession, golf course or other activities as herein provided. The City shall not be liable for concessionaire losses which result from the condition of the golf course or facilities.

### **ARTICLE 15 INDEPENDENT CONTRACTOR AND RELATIONSHIP WITH THE CITY**

**Section 15.1** The Golf Professional understands and agrees that this agreement is not a contract of employment, and that the relation of master and servant, employer and employee does not exist between the City and the Golf Professional or with any of his employees nor that of partners or joint venturers. Nothing herein contained shall be construed as incurring for the City any liability for FICA, withholding tax, unemployment compensation or any other payment not specifically set forth in this Agreement that would be required if Golf Professional were standing in an employer-employee relationship. Golf Professional agrees to assume and pay all such liabilities.

**Section 15.2** Golf Professional, in performing his services as herein provided, shall keep informed the City Manager regarding said Golf Course and structures from time to time and the City shall do likewise.

**Section 15.3** Authority of Golf Professional. Golf Professional is not authorized to bind the City to any contracts or other obligations. City shall not be liable for the acts of Golf Professional or his assistants, employees, contractors, customers, or suppliers in performing the duties described herein. It is further agreed that the portion of the Golf Course Clubhouse used by the Golf Professional for the concession operations and that portion used by the Golf Professional for his Golf Professional operation are not leased to him; that the Golf Professional is a licensee and not a lessee thereof; that his right to occupy the same and to operate the concessions and clubhouse hereby granted shall continue only so long as each and all undertakings, provisions, covenants, agreements, stipulations and conditions herein contained on his part are strictly and promptly complied with.

#### **ARTICLE 16 PROVISION RELATED TO EXTENSION OF THIS AGREEMENT**

This Agreement may be extended for up to two years past December 31, 2019 if both the Golf Professional and the Elko City Council so agree.

#### **ARTICLE 17 PROVISIONS RELATED TO TERMINATION AND FORFEITURE OF THIS AGREEMENT**

**Section 17.1** In the event Golf Professional desires to terminate this Agreement, he shall give to the City, a written notice of his desire to terminate no less than 180 days prior to the proposed date of termination.

**Section 17.2** In the event of default by the Golf Professional the City shall have the right to terminate this Agreement and Forfeiture all rights of the Golf Professional thirty (30) days after written notice of termination, stating such default, has been served on Golf Professional, in person or by certified mail. For purposes of this Agreement, default includes any of the following:

- (a) that Golf Professional has defaulted on any of the covenants hereby agreed to be performed by Golf Professional;
- (b) if Golf Professional has violated any of the ordinances of the City of Elko or any of the laws or regulations of the City of Elko, County of Elko, State of Nevada or the Federal government;
- (c) if, in the opinion of the City Manager, the Golf Professional, by reason of incapacity or otherwise, is unable to perform his duties for a period exceeding thirty (30) consecutive days; or
- (d) misconduct, dishonesty, incompetence, negligence, inattention or irresponsibility on the part of Golf Professional.

Further, default of this Agreement shall occur if Golf Professional refuses to cooperate with the City Manager or his authorized representatives in connection with compliance or enforcement of the terms of this Agreement, or the Rules and Regulations pertaining to the operation of the Golf Course.

If Golf Professional cures all the stated defaults to the satisfaction of the City Manager within thirty (30) days after receiving written notice of termination of this agreement as herein provided, this agreement may be reinstated by the City Manager, subject to the approval of this agreement of the Elko City Council, in which event this Agreement shall remain in full force and effect until it is terminated. In the event this Agreement is so terminated, it will be lawful for the City to remove all property owned by Golf Professional from the premises, at the sole convenience of the City.

**Section 17.3** In the event of termination of this Agreement, the City of Elko shall purchase, at agreed wholesale prices, all golf merchandise with the Ruby View Golf Course logo. The Golf Professional shall submit proof of his purchase costs by invoices and/or other means.

#### **ARTICLE 18 PROVISION RELATED TO EXPIRATION OF THIS AGREEMENT**

Upon expiration of this Agreement, the City shall purchase all golf merchandise with the Ruby View Golf Course logo, at agreed wholesale prices. The Golf Professional shall submit proof of his purchase costs by invoices and/or other means.

#### **ARTICLE 19 ADDITIONAL PROVISIONS**

**Section 19.1** Notices. Any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing, and may be given by certified or registered mail and shall be deemed to have been given and received 48 hours after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail, and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the following addresses:

City: City of Elko  
1751 College Avenue  
Elko, Nevada 89801  
Attention: Curtis Calder, City Manager

Director of Golf/Golf Professional:

Bradley John Martin  
769 Oak Street  
Elko, Nevada 89801

**Section 19.2 Entire Agreement.** This Agreement embodies and constitutes the entire understanding between the parties hereto with respect to the transactions contemplated herein, and all prior or contemporaneous Agreements, understandings, representations and statements, oral or written are merged into this Agreement.

**Section 19.3 Modification.** Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except as provided herein or by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

**Section 19.4 Applicable Law.** This Agreement shall be governed by, and construed in accordance with the laws of the State of Nevada.

**Section 19.5 Headings.** Descriptive headings are used in this Agreement for convenience only and shall not control, limit, amplify or otherwise modify or affect the meaning or construction of any provision of this Agreement.

**Section 19.6 Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

**Section 19.7 Assignment.** Golf Professional shall not have the right to assign his rights under this Agreement without the prior written consent of the City, which consent may be granted or withheld at the sole discretion of the City.

**Section 19.8 Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never composed a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

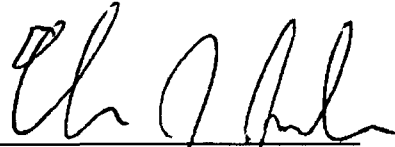
**Section 19.9 Attorney Fees.** If either party defaults in its obligations hereunder, the defaulting party shall pay reasonable attorney's fees incurred by the other party in order to enforce its rights hereunder.

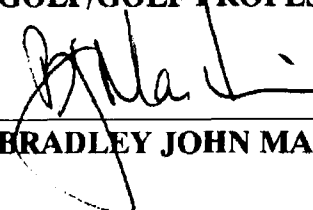
**Section 19.10 Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which

constitute collectively one Agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

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

**THE CITY OF ELKO**

BY   
**CHRIS J. JOHNSON, Mayor**

**DIRECTOR OF  
GOLF/GOLF PROFESSIONAL**  
  
**BRADLEY JOHN MARTIN**

**ATTEST:**

BY   
**SHANELL OWEN, City Clerk**

**GOLF PROFESSIONAL AGREEMENT BETWEEN  
THE CITY OF ELKO, NEVADA AND**

**BRADLEY JOHN MARTIN  
DBA  
Martin Creek Holdings, LLC**

**January 1, 2012 – December 31, 2013**

**Extended by Council Action on 1/14/14**

**January 1, 2014 – December 31, 2015**

## **DIRECTOR OF GOLF/GOLF PROFESSIONAL AGREEMENT**

**THIS AGREEMENT** made and entered into this 1<sup>st</sup> day of January, 2012 by and between the **City of Elko**, a special charter municipal corporation, hereinafter referred to as "**City**," and Bradley John Martin **DBA Martin Creek Holdings, LLC**, the **Director of Golf/Golf Professional** hereinafter referred to as "**Golf Professional**".

### **RECITALS:**

1. The **CITY OF ELKO** owns and operates an eighteen (18) hole municipal golf course known as the **RUBY VIEW GOLF COURSE** (hereinafter **Golf Course**); and
2. The **Golf Professional** is a Golf Professional holding a Class A-1 card from the Professional Golfers Association of America; and
3. The parties desire to enter into a contract for the period of January 1, 2012 through December 31, 2013, with a two (2) year extension option, all in accordance with the provisions of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, conditions and undertaking contained herein, the parties agree as follows:

### **ARTICLE 1 TERM OF AGREEMENT**

**Section 1.1** Golf Professional hereby is assigned, and does accept, the exclusive privilege and responsibility to operate, manage and oversee the Ruby View Golf Course and related facilities, and to act as, be, and perform the duties of the Director of Golf/Golf Professional of said Golf Course, all in accordance with the provisions of this Agreement, for the term from January 1, 2012 through December 31, 2013 subject to extension and/or earlier termination as provided herein.

**Section 1.2** Golf Professional shall operate and manage the Golf Course and otherwise conduct himself in the performance of this Agreement in accordance with Rules and Regulations established by the City, and with the Code of Ethics of the Professional Golf Association ("PGA").

**Section 1.3** In addition, Golf Professional does accept, the exclusive privilege and responsibility to operate and manage a golf pro-shop, food concession business, cocktail lounge facility and video gaming equipment at the Ruby View Golf Course Clubhouse, subject to the conditions contained herein, which premises are hereinafter referred to as the "Clubhouse."

**GOLF PROFESSIONAL AGREEMENT BETWEEN  
THE CITY OF ELKO, NEVADA AND**

**BRADLEY JOHN MARTIN  
DBA  
Martin Creek Holding Company, LLC**

**January 1, 2012 – December 31, 2013**

## **DIRECTOR OF GOLF/GOLF PROFESSIONAL AGREEMENT**

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### **RECITALS:**

1. The **CITY OF ELKO** owns and operates an eighteen (18) hole municipal golf course known as the RUBY VIEW GOLF COURSE (hereinafter Golf Course); and
2. The **Golf Professional** is a Golf Professional holding a Class A-1 card from the Professional Golfers Association of America; and
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**Section 1.2** Golf Professional shall operate and manage the Golf Course and otherwise conduct himself in the performance of this Agreement in accordance with Rules and Regulations established by the City, and with the Code of Ethics of the Professional Golf Association ("PGA").

**Section 1.3** In addition, Golf Professional does accept, the exclusive privilege and responsibility to operate and manage a golf pro-shop, food concession business, cocktail lounge facility and video gaming equipment at the Ruby View Golf Course Clubhouse, subject to the conditions contained herein, which premises are hereinafter referred to as the "Clubhouse."

**ARTICLE 2**  
**RESOURCES TO BE PROVIDED BY THE CITY**

**Section 2.1** The City shall provide and maintain:

- (a) The 18 hole golf course, a driving range, practice greens and greens maintenance facilities (all of which together are referred to herein as "Golf Course");
- (b) Golf cart storage sheds, clubhouse, parking lot, and surrounding fence and gate (all of which together are referred to herein as "Structures");
- (c) Fixtures, furniture and appurtenances per attached Appendix A; and
- (d) Utility connections, to the Golf Course and Structures.
- (e) An operational fire extinguisher system, including required certifications, over the cooking area in the Clubhouse.
- (f) Gas or electric power golf cart fleet. City Staff will be responsible for performing annual golf cart maintenance, repairing major mechanical failures, and performing monthly "in-season" checks of oil and/or battery levels.
- (g) An electronic security system for the clubhouse and golf cart storage sheds.

**ARTICLE 3**  
**RESOURCES TO BE PROVIDED BY THE GOLF PROFESSIONAL**

**Section 3.1** The Golf Professional shall provide:

- (a) For Rental by the Public. Hand carts, golf clubs, driving range golf balls, and other equipment necessary to play golf - all in varieties and quantities sufficient to meet reasonable demand;
- (b) For Sale to the Public. Inventories of golf merchandise, supplies, clubs, bags, clothing, shoes, and other golf equipment; all in quantities and varieties sufficient to meet reasonable demand, and appropriate for the operation of a first class municipal golf shop. The rental fees and sale prices for the above golf equipment and merchandise shall be no higher than those prevailing for similar equipment and merchandise in similar golf courses in the surrounding area.

- (c) For Storing, Displaying, Advertising or Demonstrating Golf Equipment and Merchandise. Such counters, showcases, signs or other fixtures which Golf Professional deems to be necessary or appropriate, to supplement those provided by the City. The Golf Professional shall not install any additional booths, stands, fixtures, mobile units or any other equipment in connection with the business covered by this Agreement without the specific written consent of the City Manager. The City shall provide display cases, counters, tables and chairs, which are included on the attached Appendix A.
- (d) Cash registers for processing and recording transactions and collections of various membership, storage, usage, cart path, greens fees, rental and other fees and sales revenues.
- (e) For serving the public. Such human resources as are needed to assist the Golf Professional in the performance of his duties

#### **ARTICLE 4 DUTIES OF THE GOLF PROFESSIONAL**

The Golf Professional shall devote his entire professional attention, time and effort to the successful fulfillment of his responsibility to manage, operate and oversee the Ruby View Golf Course, including (but not necessarily limited to) performance of the following duties:

- Section 4.1** Managing and overseeing the operation of the Golf Course Clubhouse and other resources in accordance with Rules and Regulations established by the City, and in a manner which combines efficient use of resources, and an emphasis on public/ customer service.
- Section 4.2** Processing and recording the collection of all fees and revenues related to the operation and use of the Golf Course and Clubhouse and depositing such fees and revenues collected on behalf of the City, along with pertinent records, at City Hall each day, or in such other place and time frame as may be directed by the City Manager or duly authorized designee.
- Section 4.3** Providing all services related to the promotion and regulation of golf play and player conduct, including taking or assignment of tee time reservations, performing starter services, and encouraging or enforcing compliance with Rules and Regulations.
- Section 4.4** Providing golf lessons and instructions, and any other services customarily provided by a Golf Professional certified by the Professional Golf Association ("PGA").

- Section 4.5** Operating and managing a first class municipal Golf Shop, including but not limited to rental of golf equipment and sale of golf merchandise.
- Section 4.6** Managing or assisting the promotion and staging of public and private golf tournaments at Ruby View Golf Course. Golf tournaments, fundraisers, and/or charity events shall be coordinated and organized to make efficient use of the course. Between June 1st and August 31st, weekend and/or holiday tournaments, fundraisers, and/or charity events shall generate a minimum of 80 green fees (or combination of green fees and tournament pass play). The Ruby View Men's and Women's Golf Association tournaments are exempt from the 80 green fees minimum.
- Section 4.7** At all times, and at his own expense, the Golf Professional will keep the entire clubhouse, including all stands, display cases, bar area, fixtures and equipment in a clean, sanitary and orderly condition, and good state of repair, and shall conduct the food concession and cocktail lounge in accordance with all Federal, State, City and local health department rules, regulations, statutes and ordinances. It is expressly understood that the entire premises are open to inspection at all times by the City Manager or by inspectors authorized by the City Manager or authorized by Federal or State law.
- Section 4.8** Golf Professional shall perform janitorial and light maintenance services for the Clubhouse, which include cleaning the windows on an as-needed basis and restrooms on a daily basis when the Clubhouse is open for business. Golf Professional shall make sure that the Clubhouse facilities, interior and exterior are maintained in a clean and orderly condition at all times. All required janitorial supplies shall be provided by the City at no cost to the Golf Professional. The Golf Professional shall be allowed to utilize City equipment when shampooing carpets. Interior painting shall be the responsibility of the City.
- Section 4.9** Golf Professional shall be responsible for security of said facilities in accordance with the Rules and Regulations, operation, maintenance and any suggested improvements for the Golf Course and related Structures.
- Section 4.10** Golf Professional shall be responsible for the following golf cart fleet activities:
- (a) Daily staging, charging, and fueling the golf cart fleet.
  - (b) Daily cleaning and visual inspection of the golf cart fleet.
  - (c) Performing minor maintenance, including, but not limited to:

- 1) Checking tire pressure and adjusting as necessary; and
  - 2) Repairing and/or changing tires as necessary; and
  - 3) Performing minor battery maintenance as necessary.
- (d) Responding to disabled rental carts on the course.
- (e) Towing disabled carts to the Golf Course Maintenance Building.
- (f) Notifying City Staff of golf cart maintenance problems.

## **ARTICLE 5**

### **OPERATION OF THE CLUBHOUSE BY THE GOLF PROFESSIONAL**

**Section 5.1** Golf Professional shall have the right to sell any food, alcoholic and non-alcoholic beverages or refreshments of any kind, and shall have the right to install or keep upon the premises any machines used for the vending of goods, wares or merchandise, upon prior approval of the City Manager or duly authorized designee.

**Section 5.2** Golf Professional shall provide food service consistent with, but not limited to, that provided by similar golf courses.

**Section 5.3** Golf Professional will be given the exclusive right to cater food and supply meals for special events and special group activities conducted at said Clubhouse.

**Section 5.4** Golf Professional shall maintain a sufficient inventory of food stuffs, alcoholic and non-alcoholic beverages, so as to avoid shortages of such products.

**Section 5.5** Golf Professional may provide and operate 5 video gaming machines in the Clubhouse. These machines are the property of the Golf Professional and shall be removed upon termination of this agreement.

## **ARTICLE 6**

### **TIME AND HOURS OF OPERATION**

**Section 6.1** In general, hours of operation of the golf course shall be open from March 1, through October 31. By March 1 of each year, and from time to time as appropriate to reflect any changes, the Golf Superintendent shall furnish the City Manager a schedule setting forth the hours during the year when said golf course shall be open for play. Such schedule shall be subject to mutual agreement and approval of the City Manager and the Golf Professional. The Golf Shop and Driving Range shall be kept open whenever the Golf Course is open for play. The Golf Professional or his assistants shall be available at all such scheduled times to give lessons and instructions in golf, and to serve the public.

**Section 6.2** Opening and Closing Hours of the Clubhouse. In general, the opening and closing hours of the Clubhouse shall be compatible with the operation of the Golf Shop. In the event there is little or no demand for clubhouse and/or golf shop services during any given day, Golf Professional may, at his discretion, close at an earlier time. The Clubhouse may be open November 1 through the last day of February at the discretion of the Golf Professional, subject to Section 9.4 of this Agreement.

**Section 6.3** Rules and Regulations. The City, in conjunction with the Golf Professional, shall promulgate all necessary Rules and Regulations for the operation of the Golf Course, including the Golf Shop, driving range, practice greens and areas contained therein. A copy of said Rules and Regulations shall be provided to the Golf Professional, posted at the Clubhouse. A copy shall be placed on file with the Elko City Clerk.

## **ARTICLE 7 BOOKS AND RECORDS**

The Golf Professional shall:

**Section 7.1** Keep books of accounts and records in accordance with generally accepted accounting principles, reflecting all transactions in the purchase and sale of range balls, food and beverages, merchandise, and repair of equipment and agrees to make them available for inspection and/or audit by the City at its expense at reasonable times.

## **ARTICLE 8 RECEIPTS AND ACCOUNTING**

Golf Professional's collection of receipts and accounting shall be governed by the following provisions:

**Section 8.1** Golf Professional shall process, through his cash register in a manner to be prescribed by City, all monies collected on behalf of the City, including but not limited to all seasonal, monthly and other pass fees, greens fees, golf cart rental fees, private golf cart storage fees, and private golf cart usage (path) fees. All such fees received or collected on behalf of the City shall be held by Golf Professional in a fiduciary capacity, and Golf Professional shall not make any personal or other use of the same. Said fees collected on behalf of the City shall be deposited daily in an account or place as designated by the City. Golf Professional shall be held strictly liable for all cash shortages. The Golf Professional or other authorized PGA accredited staff shall sign all passes. A list of PGA staff names shall be provided to the City by the Golf Professional.

**Section 8.2** Golf Professional shall receive and be entitled to keep all revenues from Clubhouse Operations. Clubhouse Operations shall include the driving range.

the rental of all golf clubs and golf equipment, golf hand carts, golf lessons, storage and maintenance of golf clubs, all receipts from the sale of golf equipment and golf merchandise, and all receipts from café and bar operations. The Golf Professional shall have the exclusive right to salvage all golf balls from any water hazards on the Golf Course.

## **ARTICLE 9**

### **PAYMENT TO CITY AND UTILITY FEES**

**Section 9.1** Clubhouse Concessions Fee. For the privilege of the exclusive use of the Clubhouse granted hereunder, the Golf Professional shall pay to the City of Elko a monthly concession fee for the clubhouse for the months of March through October of each year of this Agreement.

**Section 9.2** The monthly concession fee shall be \$1,200 per month, beginning in March of 2012, and shall increase by 3% each subsequent year, as demonstrated below, regardless of the increase in the U.S. Government Consumer Price Index:

March 2012: \$1,200 per month x 8 months

March 2013: \$1,236 per month x 8 months

March 2014: \$1,273 per month x 8 months (if Agreement is extended)

March 2015: \$1,311 per month x 8 months (if Agreement is extended)

**Section 9.3** The parties acknowledge that the City has received from Golf Professional \$300.00 as a cleaning and maintenance deposit. Said cleaning and maintenance deposit shall be refundable at the end of the term hereof, subject to any deduction for any maintenance and cleaning required to carry out terms and conditions hereof.

**Section 9.4** Golf Professional shall pay 50% of all utility charges pertaining to the operation of the Clubhouse which are assessed to and paid by the City between the dates of March 1 and October 31. This shall include, but not be limited to electricity, telephone, gas, solid waste disposal, grease rendering, television, water and sanitary sewer charges. The Golf Professional shall not be responsible for utility charges if the Clubhouse remains closed for the season (typically between the dates of November 1 through February 28). In the event the Clubhouse is open between the dates of November 1 through February 28, the Golf Professional shall pay the differential increase in all above referenced utility charges.

**Section 9.5** All concession and utility fees shall be paid to the Elko City Finance Department at 1751 College Avenue, Elko, Nevada. All payments shall be made within 30 days of invoice

## **ARTICLE 10**

### **PAYMENTS TO GOLF PROFESSIONAL**

**Section 10.1** The City shall pay to Golf Professional as an independent contractor, the gross sum of \$4,900 per month, effective January 1, 2012. The City shall not provide Worker's Compensation Insurance Coverage, Retirement Benefits ("PERS"), Health Insurance Benefits or Life Insurance Benefits to the Golf Professional since he is an independent contractor.

**Section 10.2** Commencing with the first (1<sup>st</sup>) anniversary of this contract and each anniversary date thereafter, the payment by the City to the Golf Professional shall be adjusted upward by 3%, regardless of the percentage change in the U.S. Government Consumer Price Index.

**Section 10.3** In addition to the above compensation, the City will pay \$15,000 annually to the Golf Professional as a contribution to the payment of fees or salaries to Assistant Golf Professionals. The \$15,000 annual contribution by the City is contingent upon the Golf Professional: (1) using the funds solely to pay his Assistant Golf Professionals, and (2) providing to the City an annual accounting showing that said funds were properly used.

**Section 10.4** The City agrees to equally participate in the one-time upgrade, purchase, and installation of Golf Course Management Software and/or Hardware, up to a maximum of \$2,500. Parties agree that the purpose of acquiring such software and/or hardware is to simplify the daily accounting process, capture lost revenue, and track play for statistical purposes.

**Section 10.5** Parties agree that only the Golf Professional and Assistant Golf Professionals described in Section 10.3 will receive golf privileges as part of their inherent job duties. However, the City shall provide the Golf Professional with twenty (20) employee passes (restricted), at a value of \$3,000 annually. Employee passes are intended to provide restricted golfing privileges for employees of the Golf Professional only. All rounds played shall be recorded in the same manner as other pass play. Employee pass holders shall be entitled to a 50% discount on golf cart rentals. Any additional employee golf privileges shall be at the Golf Professional's expense and accounted for in accordance with Section 8.1.

**Section 10.6** The City shall allow courtesy golf privileges for verified PGA Golf Professionals and GCSAA Golf Superintendents. All rounds played shall be recorded in the same manner as other pass play. PGA Golf Professionals and GCSAA Golf Superintendents shall be entitled to a 50% discount on golf cart rentals. Any additional PGA and/or GCSAA related golf privileges shall be at the Golf Professional's expense and accounted for in accordance with Section 8.1.

**Section 10.7** In consideration for activities performed by the Golf Professional in Section 4.10, the City shall pay to Golf Professional 20% of all golf cart rental revenue (gross).

**ARTICLE 11**  
**MEMBERSHIP IN ORGANIZATION;**  
**PREFERENTIAL TREATMENT FORBIDDEN**

**Section 11.1** Golf Professional shall not become an officer or member of any golf club or organization of golfers formed or to be formed at the Golf Course or of any organization in which participation would conflict with the orderly and efficient operation of said Golf Course. Golf Professional shall not, in the operation of said Golf Course, and particularly in the granting of starting times or playing privileges, grant any preferential treatment to any individual or group of individuals except as authorized by the Rules and Regulations pertaining to said Golf Course.

**ARTICLE 12**  
**OTHER DUTIES OF THE GOLF PROFESSIONAL**

**Section 12.1** Licenses, Permits and Taxes. Golf Professional shall obtain any and all permits, business, health and liquor licenses or other licenses, which may be required by law to conduct his operation. Golf Professional shall pay sales tax, property tax, and income tax, which may be assessed against him and his business equipment and/or merchandise in the operation of his business under this Agreement.

**Section 12.2** Employees. The Golf Professional may employ, at Golf Professional's expense, such employees as are considered necessary in operating the Clubhouse and providing golf professional services in an efficient and orderly manner; provided, that if any person employed by Golf Professional is not satisfactory to the City, Golf Professional agrees to consult with the City with regard to any action to be taken concerning said employee. Golf Professional shall comply with all applicable state and federal requirements which pertain to individuals employed by him.

**Section 12.3** Fire Insurance. All fire insurance maintained by the City upon the Golf Course and related structures shall be for the sole benefit of the City. Golf Professional agrees to hold City harmless from any loss sustained by fire to Golf Professional's business operations, income, inventory, machinery, fixtures, equipment, merchandise or other personal property.

**Section 12.4** Securing the Buildings. The Golf Professional shall be responsible for securing the clubhouse after normal working hours, including but not limited to the locking of all doors. The Golf Professional shall hold the City harmless and be responsible to the City for losses or damages resulting from open facilities after business hours.

### **ARTICLE 13 LIABILITY INSURANCE**

The Golf Professional shall procure and keep in force during the term hereof a public liability insurance policy written by a company authorized to do business in the State of Nevada, insuring against any loss or a liability for damages to persons or property which might result from the operation upon the golf course and its premises as herein provided, with limits of not less than one-million (\$1,000,000.00) dollars for injury to one person and one-million (\$1,000,000.00) dollars for injury to more than one person, together with one-million (\$1,000,000.00) dollars products liability insurance. Such policies shall include the City as an additionally named insured with a specific provision for thirty (30) days advance notice of cancellation to all named insureds. A copy of the insurance policy or policies shall be delivered forthwith to the City. The City shall have the right, with or without cause, to disapprove the company or companies from which the Golf Professional secures the policy or policies of insurance as herein provided.

### **ARTICLE 14 HOLD HARMLESS AND DEFENSE**

The Golf Professional shall indemnify, hold harmless and defend the City and any of its officers, agents or employees from any claim or cause of action of any kind, character or nature from any person, persons, entity or organization which may arise out of the use of the premises in connection with the Golf Professional's operation of the concession, golf course or other activities as herein provided. The City shall not be liable for concessionaire losses which result from the condition of the golf course or facilities.

### **ARTICLE 15 INDEPENDENT CONTRACTOR AND RELATIONSHIP WITH THE CITY**

**Section 15.1** The Golf Professional understands and agrees that this agreement is not a contract of employment, and that the relation of master and servant, employer and employee does not exist between the City and the Golf Professional or with any of his employees nor that of partners or joint venturers. Nothing herein contained shall be construed as incurring for the City any liability for FICA, withholding tax, unemployment compensation or any other payment not specifically set forth in this Agreement that would be required if Golf Professional were standing in an employer-employee relationship. Golf Professional agrees to assume and pay all such liabilities.

**Section 15.2** Golf Professional, in performing his services as herein provided, shall keep informed the City Manager regarding said Golf Course and structures from time to time and the City shall do likewise.

**Section 15.3** Authority of Golf Professional. Golf Professional is not authorized to bind the

City to any contracts or other obligations. City shall not be liable for the acts of Golf Professional or his assistants, employees, contractors, customers, or suppliers in performing the duties described herein. It is further agreed that the portion of the Golf Course Clubhouse used by the Golf Professional for the concession operations and that portion used by the Golf Professional for his Golf Professional operation are not leased to him; that the Golf Professional is a licensee and not a lessee thereof; that his right to occupy the same and to operate the concessions and clubhouse hereby granted shall continue only so long as each and all undertakings, provisions, covenants, agreements, stipulations and conditions herein contained on his part are strictly and promptly complied with.

#### **ARTICLE 16**

#### **PROVISION RELATED TO EXTENSION OF THIS AGREEMENT**

This Agreement may be extended for up to two years past December 31, 2013 if both the Golf Professional and the Elko City Council so agree.

#### **ARTICLE 17**

#### **PROVISIONS RELATED TO TERMINATION AND FORFEITURE OF THIS AGREEMENT**

**Section 17.1** In the event Golf Professional desires to terminate this Agreement, he shall give to the City, a written notice of his desire to terminate no less than 180 days prior to the proposed date of termination.

**Section 17.2** In the event of default by the Golf Professional the City shall have the right to terminate this Agreement and Forfeiture all rights of the Golf Professional thirty (30) days after written notice of termination, stating such default, has been served on Golf Professional, in person or by certified mail. For purposes of this Agreement, default includes any of the following:

- (a) that Golf Professional has defaulted on any of the covenants hereby agreed to be performed by Golf Professional;
- (b) if Golf Professional has violated any of the ordinances of the City of Elko or any of the laws or regulations of the City of Elko, County of Elko, State of Nevada or the Federal government;
- (c) if, in the opinion of the City Manager, the Golf Professional, by reason of incapacity or otherwise, is unable to perform his duties for a period exceeding thirty (30) consecutive days; or
- (d) misconduct, dishonesty, incompetence, negligence, inattention or irresponsibility on the part of Golf Professional.

Further, default of this Agreement shall occur if Golf Professional refuses to cooperate with the City Manager or his authorized representatives in connection with compliance or enforcement of the terms of this Agreement, or the Rules and Regulations pertaining to the operation of the Golf Course.

If Golf Professional cures all the stated defaults to the satisfaction of the City Manager within thirty (30) days after receiving written notice of termination of this agreement as herein provided, this agreement may be reinstated by the City Manager, subject to the approval of this agreement of the Elko City Council, in which event this Agreement shall remain in full force and effect until it is terminated. In the event this Agreement is so terminated, it will be lawful for the City to remove all property owned by Golf Professional from the premises, at the sole convenience of the City.

**Section 17.3** In the event of termination of this Agreement, the City of Elko shall purchase, at agreed wholesale prices, all golf merchandise with the Ruby View Golf Course logo. The Golf Professional shall submit proof of his purchase costs by invoices and/or other means. The City also agrees to purchase the power golf carts, from the Golf Professional for a sum determined by representatives of golf cart companies and the City. This shall be a fair price for used power golf carts as agreed by both parties.

## **ARTICLE 18 PROVISION RELATED TO EXPIRATION OF THIS AGREEMENT**

Upon expiration of this Agreement, the City shall purchase all golf merchandise with the Ruby View Golf Course logo, at agreed wholesale prices. The Golf Professional shall submit proof of his purchase costs by invoices and/or other means.

## **ARTICLE 19 ADDITIONAL PROVISIONS**

**Section 19.1** Notices. Any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing, and may be given by certified or registered mail and shall be deemed to have been given and received 48 hours after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail, and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the following addresses:

City: City of Elko  
1751 College Avenue  
Elko, Nevada 89801  
Attention: Curtis Calder, City Manager

Director of Golf/Golf Professional:

Bradley John Martin  
769 Oak Street  
Elko, Nevada 89801

**Section 19.2** Entire Agreement. This Agreement embodies and constitutes the entire understanding between the parties hereto with respect to the transactions contemplated herein, and all prior or contemporaneous Agreements, understandings, representations and statements, oral or written are merged into this Agreement.

**Section 19.3** Modification. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except as provided herein or by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

**Section 19.4** Applicable Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Nevada.

**Section 19.5** Headings. Descriptive headings are used in this Agreement for convenience only and shall not control, limit, amplify or otherwise modify or affect the meaning or construction of any provision of this Agreement.

**Section 19.6** Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

**Section 19.7** Assignment. Golf Professional shall not have the right to assign his rights under this Agreement without the prior written consent of the City, which consent may be granted or withheld at the sole discretion of the City.

**Section 19.8** Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never composed a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

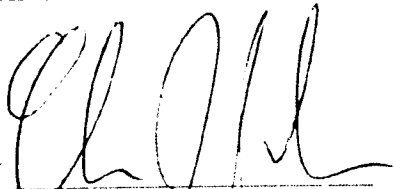
**Section 19.9** Attorney Fees. If either party defaults in its obligations hereunder, the

defaulting party shall pay reasonable attorney's fees incurred by the other party in order to enforce its rights hereunder.

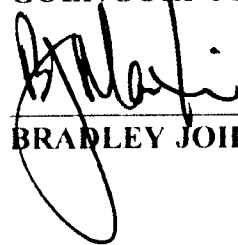
**Section 19.10 Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one Agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

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

**THE CITY OF ELKO**

BY   
CHRIS J. JOHNSON, Mayor

**DIRECTOR OF  
GOLF/GOLF PROFESSIONAL**

  
BRADLEY JOHN MARTIN

**ATTEST:**

BY   
SHANELL OWEN, City Clerk

## EXHIBIT "A"

January 2012

City of Elko owned property inventory in the Golf Course Clubhouse lease area – January 2012

### Outdoor Area

- 1 Pepsi Cooler (outdoor patio bar)
- 1 Portable Air Compressor
- 1 Outdoor "snack bar"

### Indoor Concession Area

- 1 Bar excluding Video Gaming Machines
- 15 Bar Stools
- 6 Round Dining Tables
- 8 Square Dining Tables
- 80 Dining chairs
- 2 Fixed Bar Sinks (underneath and behind bar)
- 1 Ice Machine
- 1 Fixed Walk-in Cooler
- 1 Culligan Water Softener
- Cocktail Unit -5 sinks
- 3 Bar Height Pub Tables
- 13 Bar Stools
- 7 Stained Glass Bar Lights
- Wooden Shelves for Liquor Storage
- Ice Machine on Pepsi Machine
- 3 Vizio/36" LCD-HD Televisions
- Vizio/45" Plasma Television
- 2 Youth Chairs
- Inside Tables 48 X 30
- Outside Black Rod Iron Tables
- Outside Glass Round Tables
- Outside Picnic Plastic Tables
- 3 6' Buffet Tables Wooden
- 6 6' Buffet Tables Plastic
- 31 Colored Outside Chairs

### Kitchen Area

- 1 Wolf kitchen stove/grill with hood and Ansul fire extinguisher system
- 1 Wells Mfg. Model F-49 "deep fryer"
- 1 Wood frame "deep fryer" stand
- 1 Silver King sandwich station
- 1 Grey Pepsi cooler
- 1 Kitchen sink
- Perlick and Superior Coolers
- 4 Metal Shelving in Walk-in and Back Room
- True Refrigerator Model T49
- Superior Freezer 51"

### **Kitchen Storage Area**

- Shelving in kitchen storage area
- 1 Water Heater

### **Golf Bag Storage Area**

- Wood golf bag storage compartments
- 1 Wash sink
- 2 Wood workbenches
- Wood golf equipment/materials storage compartments

### **Exterior Storage Rooms at Rear Entrance to Golf Bag Storage Area**

Shelving and brackets

### **Pro Shop and Office Area**

- 1 File Cabinet (City ID tag #1004)
- 1 Office Desk (no longer needed by Golf Director, to be removed by Golf Superintendent)
- 1 Main frame computer stand
- 1 Book shelf

**REQUEST FOR PROPOSALS  
GOLF PROFESSIONAL SERVICES**

The City of Elko, Nevada is requesting proposals from qualified individuals or firms to provide Golf Professional Services for Ruby View Golf Course. Golf Professional Services shall include, but not be limited to: 1) operating and managing the clubhouse and pro shop; 2) providing food & beverage concessions; 3) collecting various fees on behalf of the City; 4) regulating golf play; 5) managing golf tournaments; and 6) providing golf lessons and instructions.

Individuals or firms interested in submitting a proposal relating to this service may request a copy of the **Request For Proposals for Golf Professional Services** from the Elko City Clerk's Office, 1751 College Avenue, Elko, Nevada 89801, Telephone (775) 777-7126, FAX (775) 777-7129, or [www.elkocity.com](http://www.elkocity.com).

Proposals are due no later than 5:00 p.m. on Friday, November 4, 2011. One (1) original and four (4) copies of the sealed proposal shall be submitted to:

**Elko City Clerk**  
**Attn: RFP GOLF PROFESSIONAL SERVICES**  
**1751 College Avenue**  
**Elko, NV 89801**

ELKO CITY COUNCIL



BY: Curtis Calder, City Manager

## **DESCRIPTION OF SERVICES TO BE PROVIDED**

Ruby View Golf Course is an 18-hole, 160 acre public golf course. The course offers multiple teeing areas (gold, blue, white, and red) for each of the 18 holes. Ruby View Golf Course gold, blue and white tees play as a Par 71 course and the red tees play as a par 72 course. The blue tee USGA course rating is 68.5, a slope rating of 115 and playing 6631 yards. The red tee USGA course rating is 67.5, a slope rating of 117 and playing 5332 yards. In general, Ruby View Golf Course is open to the public from March 1 to October 31 each year.

Although the Parks & Recreation Department provides general oversight of Ruby View Golf Course, the City's Golf Course Superintendent assumes management responsibility of the turf, buildings, and facilities. The Golf Professional, as an independent contractor, operates and manages the clubhouse and pro shop; provides food & beverage concessions; collects various fees on behalf of the City; regulates golf play; manages golf tournaments; and provides golf lessons. The Ruby View Golf Course Financial Advisory Committee provides recommendations to the Elko City Council regarding budgetary issues, including rates.

Due to the upcoming retirement of the current Golf Professional, the City Council is seeking proposals from qualified Golf Professionals interested in providing the following services:

1. Managing and overseeing the operation of the Golf Course Clubhouse and other resources in accordance with Rules and Regulations established by the City, and in a manner which combines efficient use of resources, and an emphasis on public/customer service.
2. Processing and recording the collection of all fees and revenues related to the operation and use of the Golf Course and Clubhouse and depositing such fees and revenues collected on behalf of the City, along with pertinent records, at City Hall each day.
3. Providing all services related to the promotion and regulation of golf play and player conduct, including taking or assignment of tee time reservations, performing starter services, and encouraging or enforcing compliance with Rules and Regulations.
4. Providing golf lessons, instructions, and a Junior Golf Program, and any other services customarily provided by a Golf Professional certified by the Professional Golf Association ("PGA").
5. Operating and managing a first class municipal Pro Shop, including but not limited to rental of golf equipment and sale of golf merchandise.
6. Providing food & beverage service consistent with, but not limited to, that provided by similar golf courses. The Golf Professional will have the right to sell any food, alcoholic and non-alcoholic beverages or refreshments of any kind, and shall have the

right to install or keep upon the premises any machines used for the vending of goods, wares or merchandise. The Golf Professional will be given the exclusive right to cater food and supply meals for special events and special group activities conducted at the Clubhouse.

7. Managing or assisting the promotion and staging of public and private golf tournaments at Ruby View Golf Course.
8. Keeping the entire clubhouse, including all stands, display cases, bar area, fixtures and equipment in a clean, sanitary and orderly condition, and good state of repair, and conducting the food concession and cocktail lounge in accordance with all Federal, State, City and local health department rules, regulations, statutes and ordinances.
9. Performing janitorial and light maintenance services for the Clubhouse, which includes the cleaning of the windows on an as-needed basis and restrooms on a daily basis.

#### **MINIMUM REQUIREMENTS**

1. Must possess an "A-1" PGA Member Classification.
2. Must qualify as an Independent Contractor, as defined by the Nevada Public Employee Retirement System: *"Any person who renders specified services for a stipulated fee who is not under the control of a public employer, except as regards the result of the work, and who does not receive customary employee benefits provided by the public employer."*
3. Must indicate a willingness and ability to procure and keep in force a public liability insurance policy written by a company authorized to do business in the State of Nevada, insuring against any loss or a liability for damages to persons or property which might result from the operation upon the golf course and its premises as herein provided, with limits of not less than one-million (\$1,000,000.00) dollars for injury to one person and one-million (\$1,000,000.00) dollars for injury to more than one person, together with one-million (\$1,000,000.00) dollars products liability insurance. Such policies shall include the City as an additionally named insured with a specific provision for thirty (30) days advance notice of cancellation.
4. Must indicate a willingness and ability to pay any and all taxes, including tax assessed upon personal property and/or public property under the control of the Golf Professional.
5. Must indicate a willingness and ability to obtain any and all permits, business, health, liquor, and/or other licenses that may be required.

## **INSTRUCTION TO RESPONDENTS**

Proposals are to be no more than a total of 40 pages, front and back may be used, including cover sheet. **LATE SUBMITTALS WILL NOT BE CONSIDERED.** Proposals are due no later than 5:00 p.m. on Friday, November 4, 2011. One (1) original and four (4) copies of the sealed proposal shall be submitted to:

**Elko City Clerk**  
**Attn: RFP GOLF PROFESSIONAL SERVICES**  
**1751 College Avenue**  
**Elko, NV 89801**

The proposal must include the following:

### **ITEM 1:      Company Description**

- A. Give a brief description of you or your company's history and capabilities.
- B. Demonstrate you or your company's resources to finance, operate, and sustain the services offered.
- C. Confirm you or your company meets all required minimum qualifications.

### **ITEM 2:      Experience**

- A. Provide a general statement regarding you or your company's knowledge, experience, and qualifications in providing golf professional services for public or private golf courses.
- B. Provide a list of golf courses for which you performed similar golf professional services. Please include contact names and telephone numbers.

### **ITEM 3:      Proposed Personnel**

- A. Provide a company-wide organization chart and a brief resume of proposed personnel to be involved with the services offered.
- B. Confirm that all proposed personnel are to be employees of the Golf Professional and not the City of Elko.

### **ITEM 4:      Food and Beverage Concession**

- A. Provide a brief summary of how you or your company will operate the food and beverage concession, including the cocktail lounge, vending machines, etc.
- B. Provide a proposed menu for the food concession business.

ITEM 5: Pro Shop

- A. Provide a brief summary of how you or your company will operate the Pro Shop.
- B. Provide a proposed inventory list of golf related merchandise for sale and rent.

ITEM 6: Golf Lessons and Instructions

- A. Provide a brief summary of how you or your company will provide golf lessons, instructions, and Junior Golf Program.

ITEM 7: Proposed Compensation Structure

- A. Provide a proposed compensation structure for consideration. For reference, please review the current "Golf Professional Agreement" (Exhibit 1), the Ruby View Golf Course FY 2011/2012 Budget (Exhibit 2), current Ruby View Golf Course fee schedule (Exhibit 3), and Ruby View Golf Course statistical performance data (Exhibit 4).
- B. Please note that the City of Elko intends to own and/or lease the public golf cart fleet as of January 1, 2012. The Golf Professional responsibilities will include daily inspection, fueling/charging, light maintenance, and collection of rental fees only.
- C. The compensation proposal need not replicate the terms and conditions outlined in the current "Golf Professional Agreement." Proposals may include alternative forms of compensation, such as percentage of gross revenues, payments per round of golf, performance incentives/commissions, etc.
- D. Any proposals which submit an abnormally low or high compensation structure, as determined by the review committee, may be rejected as unrealistic.
- E. All terms and conditions submitted in the compensation proposal are subject to negotiation and final approval by the Elko City Council.

**SELECTION**

Proposals will be evaluated by a review committee comprised of one member of the Ruby View Golf Course Financial Review Committee, one City Council member, the City Manager, and the Golf Course Superintendent. The City of Elko reserves the right to request additional information to clarify a submitted proposal.

Interviews may be conducted with the highest ranking individuals or firms during the month of November. The Elko City Council shall select a qualified individual or firm on or before their December 13, 2011 regular meeting. Upon selection, a formal agreement shall be negotiated and brought back to the City Council for final approval.

**Elko City Council  
Agenda Action Sheet**

1. Title: **First reading of proposed Ordinance 844, an Ordinance deleting Title 7 Chapter 6 entitled "Recreational Vehicles" and creating Title 7, Chapter 6 entitled "Off-Highway Vehicles" and establishing rules for operation of off-highway vehicles within the municipal boundaries of the City of Elko, established routes for ingress and egress from the City of Elko to public and private lands where off-highway vehicle use is authorized, and establishing the penalties for violations, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 10, 2019**
3. Agenda Category: **Resolutions and Ordinances**
4. Time Required: **10 Minutes**
5. Background Information: **City Council initiated this ordinance on August 28, 2018, and directed Staff to form a workgroup consisting of City Staff and interested members of the public. The work group met several times. A public hearing was held on January 24, 2019 to garner further public input. The ordinance was tabled on 7/23/2019. The workgroup met again on August 23, 2019. KW**
6. Budget Information:  

Appropriation Required: N/A  
Budget amount available: N/A  
Fund name: N/A
7. Business Impact Statement: **Not Required – No changes to the existing requirements are being made.**
8. Supplemental Agenda Information:
9. Recommended Motion: **Conduct first reading of Ordinance No. 844 and direct City Staff to set the matter for second reading, public hearing, and possible adoption.**
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review: **OHV Work Group, City Attorney**
12. Council Action:
13. Agenda Distribution: [perfjohn@msn.com](mailto:perfjohn@msn.com)  
[chrisjohnson@frontiernet.net](mailto:chrisjohnson@frontiernet.net)  
[jsimpson@dps.state.nv.gov](mailto:jsimpson@dps.state.nv.gov)  
[bratliff@dot.nv.gov](mailto:bratliff@dot.nv.gov)  
[morrisc@frontiernet.net](mailto:morrisc@frontiernet.net)  
[mverschlarie@vmail.com](mailto:mverschlarie@vmail.com)

## ORDINANCE NO. 844

An Ordinance creating Title 7, Chapter 6 entitled "Off-Highway Vehicles" and establishing rules for operation of off-highway vehicles within the municipal boundaries of the City of Elko, established routes for ingress and egress from the City of Elko to public and private lands where off-highway vehicle use is authorized, and establishing the penalties for violations.

**WHEREAS**, NRS 490.100 provides that the City may designate any portion of a highway within its municipal boundaries as permissible for the operation of off-highway vehicles for the purpose of allowing off-highway vehicles to reach a private or public area that is open for use by off-highway vehicles.; and

**WHEREAS**, the City wishes to encourage tourism and use of the outdoor spaces within and in the vicinity of the City and recognizes that visitors to the Elko area routinely lodge in its hotels; and

**WHEREAS**, encouraging tourism by outdoor enthusiasts, including those accessing public lands with off-highway vehicles, will increase room stays and restaurant usage, and generally enhance the local economy.

### Section 1: Title 7, Chapter 6 is hereby added to read as follows:

#### Chapter 6

#### USE OF ~~RECREATIONAL~~ OFF-HIGHWAY VEHICLES

##### 7-6-1: PURPOSE AND INTENT:

##### 7-6-2: DEFINITION:

##### 7-6-3: OPERATION:

##### 7-6-4: EXCEPTIONS:

##### 7-6-5: PENALTY:

##### 7-6-1: PURPOSE AND INTENT:

~~The purpose of this chapter is to provide reasonable regulations for the use of recreational motor vehicles on publicly owned land. "Public land" is all land owned in fee by a political subdivision of the state within the city limits and under the jurisdiction of the city, excluding therefrom public streets and alleys. This chapter is not intended to allow what state law prohibits nor to prohibit what state law expressly allows. It is intended to prevent a public nuisance. (Ord. 486, 6-10-1997)~~

##### 7-6-2: DEFINITION:

~~"Recreational motor vehicle" means any self-propelled vehicle and any vehicle propelled or drawn by a self-propelled vehicle used for recreational purposes, including a trail bike or other all terrain vehicle, or motor vehicle licensed for highway operation which is being used for off road recreational purposes. (Ord. 486, 6-10-1997)~~

##### 7-6-3: OPERATION:

~~No person shall:~~

- ~~A. Operate a recreational motor vehicle on public streets or alleys carelessly or recklessly in disregard of the rights or the safety of others or in any manner which endangers or is likely to endanger a person or property.~~
- ~~B. Operate a recreational motor vehicle on public land within three hundred feet (300') of any inhabited residential, commercial or industrial structure, except in those areas designated in section 7-6-4 of this chapter.~~
- ~~C. Alter, mutilate or remove any notice or sign relating to recreational motor vehicles on property in which he has no legal interest. (Ord. 486, 6-10-1997)~~

#### **~~7-6-4: EXCEPTIONS:~~**

~~Notwithstanding the foregoing restrictions, a recreational motor vehicle may be operated on public lands under the jurisdiction of the city if any of the following exceptions apply:~~

- ~~A. Recreational motor vehicles may be operated by governmental entities for official use.~~
- ~~B. Recreational motor vehicles may be operated on public land owned by the city in any area officially designated by the city council for use of recreational motor vehicles. If any area is so designated, it shall be depicted on a city map to be kept on file in the office of the city clerk. A copy of the map, together with any applicable rules and regulations governing the use of recreational motor vehicles, shall be provided to any person requesting the information. (Ord. 486, 6-10-1997)~~

#### **~~7-6-5: PENALTY:~~**

~~Any person convicted of violating any provisions of this chapter shall be penalized in accordance with the provisions of title 1, chapter 3 of this code. (Ord. 486, 6-10-1997)~~

#### **7-6-1 DEFINITIONS**

#### **7-6-2 OPERATOR REQUIREMENTS**

#### **7-6-3 ADDITIONAL RESTRICTIONS REGARDING DRIVING OR OPERATING OFF-HIGHWAY VEHICLES**

#### **7-6-4 GENERAL RULES AND REGULATIONS**

#### **7-6-5 DESIGNATED OFF-HIGHWAY VEHICLE ROUTES**

#### **7-6-6 ENFORCEMENT**

#### **7-6-7 TOWING AND STORAGE OF OFF-HIGHWAY VEHICLES**

#### **7-6-1: DEFINITIONS:**

The following words, terms, and phrases, and their derivations, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates different meaning:

HIGHWAY: The entire width between the boundary lines of every way maintained by a public authority when any part of such way is open to the use of the public for purposes of vehicular traffic.

LARGE ALL-TERRAIN VEHICLE: Any all-terrain vehicle that includes seating capacity for at least two people abreast and either:

1. At least two additional back seats such that there is a total seating capacity for at least four people; or
2. A truck bed located behind the two front seats.

OFF HIGHWAY VEHICLE: A motor vehicle that is designed primarily for off-highway and all-terrain use. The term includes, but is not limited to:

(a) An all-terrain vehicle, including, without limitation, a large all-terrain vehicle without regard to whether that large all-terrain vehicle is registered by the Department of Motor Vehicles in accordance with NRS 490.0825 as a motor vehicle intended to be operated upon the highways of this State;

(b) An all-terrain motorcycle;

(c) A dune buggy;

(d) A snowmobile; and

(e) Any motor vehicle used on public lands for the purpose of recreation.

2. The term does not include:

(a) A motor vehicle designed primarily for use in water;

(b) A motor vehicle that is registered by the Department of Motor Vehicles in accordance with Chapter 482 of NRS;

(c) A low-speed vehicle as defined in NRS 484B.637; or

(d) Special mobile equipment, as defined in NRS 482.123.

TOW: To transport an off-highway vehicle to a storage facility using a truck or other vehicle suitable for such purpose.

TRAIL: An unpaved path or track across unimproved land that is authorized for use by off-highway vehicles.

TRAIL CONNECTOR: A route not more than 2 miles in length and designated by resolution that permits off-highway vehicles to travel to and from one or more trails.

#### 7-6-2 OPERATOR REQUIREMENTS:

A. Except as otherwise provided in this Chapter or under State law, a person may operate an off-highway vehicle on a highway that is designated as an off-highway vehicle route by resolution of the City Council for the purpose of reaching a private or public area that is open for use by off-highway vehicles.

B. No person under the age of sixteen (16) shall operate an off-highway vehicle on any highway.

C. No person shall operate an off-highway vehicle on any highway unless:

1. The person possesses a valid motor vehicle operator's license in compliance with State law;

2. The person possesses evidence of liability insurance coverage for the off-highway vehicle to the extent such insurance coverage and evidence of coverage are required by NRS Chapter 490;

3. A certificate of registration is attached to the off-highway vehicle; provided, a certificate of registration is not required for an off-highway vehicle which:

a. Is owned and operated by:

(1) A federal agency;

(2) An agency of this state; or

(3) A county, incorporated city or unincorporated town in this state;

b. Is part of the inventory of a dealer of off highway vehicles;

c. Is registered or certified in another state and is located in this state for not more than ninety (90) days;

d. Is used solely for husbandry on private land or on public land that is leased to the owner or operator of the off-highway vehicle; or

e. Is used for work conducted by or at the direction of a public or private utility.

D. No person shall operate an off-highway vehicle on a highway for a distance of more than two (2) miles.

E. Except as otherwise provided in subsection E.2 and in addition to the requirements set forth in NRS 490.070, a person shall not operate an off-highway vehicle on a highway unless the off-highway vehicle has:

1. At least one headlamp that illuminates objects at least 500 feet ahead of the vehicle;

2. At least one tail lamp that is visible from at least 500 feet behind the vehicle;

3. At least one red reflector on the rear of the vehicle, unless the tail lamp is red and reflective;

4. A stop lamp on the rear of the vehicle; and

5. A muffler which is in working order and which is in constant operation when the vehicle is running.

F. A person shall not, except as otherwise provided in this Subsection F, operate an off-highway vehicle on a highway that is not otherwise designated for use by off-highway vehicles. A person may operate an off-highway vehicle on a highway that is not otherwise designated for use by off-highway vehicles:

1. If the off-highway vehicle is operated on the highway for the purpose of crossing the highway, comes to a complete stop before crossing and crosses as close as practicable to perpendicular to the direction of travel on the highway;

2. If the off-highway vehicle is operated on the highway for the purpose of loading or unloading the off-highway vehicle onto or off of another vehicle or trailer, if the loading or unloading is as close as practicable to the place of operation of the off-highway vehicle; or
3. During an emergency if it is impossible or impracticable to use another vehicle or if a peace officer directs the operation of the off-highway vehicle.
4. If the off-highway vehicle is operated on a portion of highway that is designated as a trail connector for a trail authorized for use by off-highway vehicles for not more than 2 miles.

#### 7-6-3 ADDITIONAL RESTRICTIONS REGARDING DRIVING OR OPERATING OFF-HIGHWAY VEHICLES:

- A. No person who is sixteen (16) years of age or older who owns or possesses an off-highway vehicle may give another person who is under sixteen (16) years of age permission to operate the off-highway vehicle on any highway without regard to whether the highway is designated as an off-highway vehicle route.
- B. The operator and each occupant of an off-highway vehicle that is being driven on a highway shall wear a helmet.
- C. The operator of an off-highway vehicle shall comply with the Elko Traffic Code (Title 7, Chapter 2).

#### 7-6-4 GENERAL RULES AND REGULATIONS:

- A. No person shall leave or allow any off-highway vehicle to remain unattended on any public highway or public property while the motor is running or with the starting key left in the ignition.
- B. It shall be unlawful for any person operating an off-highway vehicle to make, permit, continue or cause to be made or to create any unreasonably loud, disturbing and unnecessary noise that is audible to a person with ordinary hearing within one hundred fifty feet (150') of any district zoned residential.

#### 7-6-5 DESIGNATED OFF-HIGHWAY VEHICLE ROUTES:

- A. Off-highway vehicles shall only be used and operated on highways and trails that are designated as off-highway vehicle routes or trail connectors by resolution of the City Council.
- B. The City may post signs establishing designated crossing routes over streets, roads and highways whether or not designated as off-highway vehicle routes.
- C. No person shall operate an off-highway vehicle on a sidewalk.

#### 7-6-6 ENFORCEMENT:

- A. A violation of this Chapter shall constitute a criminal offense. Any person violating any provision of this Chapter shall, upon conviction therefor, be punished as provided in Title 1, Chapter 3 of this Code.

B. Conviction of three (3) violations of this Chapter by an owner or operator of an off-highway vehicle within a three (3) year period shall constitute prima facie evidence of a nuisance and the Court may make such orders as it deems necessary to abate such nuisance, including, without limitation, an order prohibiting the owner or operator from operating or permitting others to operate an off-highway vehicle on highways within the City.

C. The responsibility for compliance with the provisions of this Chapter shall rest with:

(1) the operator of the off-highway vehicle, and

(2) the owner of the off-highway vehicle who contributes to a violation, or who enables or induces an operator to commit a violation, in which event the operator and owner may be jointly or severally prosecuted for the violation.

D. It shall not be a defense to an alleged violation of this Chapter that the owner or operator of the off-highway vehicle is a minor.

E. A parent or guardian who fails to properly supervise a minor and thereby permits the minor to violate this Chapter may be held liable for the violation committed by the minor.

#### 7-6-7 TOWING AND STORAGE OF OFF-HIGHWAY VEHICLES:

A. Off-highway vehicles may be towed and stored by the City subject to this Section.

B. The City may tow an off-highway vehicle under the following circumstances:

(1) The off-highway vehicle is subject to towing pursuant to Section 7-2-19 of this Code.

(2) The off-highway vehicle constitutes a nuisance pursuant to Title 5, Chapter 1 of this Code, subject to the provisions of that Chapter.

(3) The City is authorized to tow the off-highway vehicle pursuant to state law, subject to all applicable statutory requirements.

C. Off-highway vehicles towed pursuant to this Section shall be stored in a safe place and shall be restored to the owner or operator of such vehicle upon payment of a fee as set by resolution of the City Council, within twenty four (24) hours after the time such off-highway vehicle was removed, plus a fee as set by resolution of the City Council for each additional twenty-four (24) hours or fraction thereof, plus all costs incurred for towing and storing such off-highway vehicle.

D. No off-highway vehicle shall remain parked at the same location within a public right-of-way for more than twenty-four (24) consecutive hours.

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

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

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

**Section 5:** This Ordinance shall be effective upon the publication mentioned in Section 4  
**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019 by the following vote of the Elko City Council.

VOTES

AYES:

NAYS:

ABSENT: ABSTAIN:

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF ELKO

BY:

\_\_\_\_\_  
REECE KEENER, Mayor

ATTEST:

\_\_\_\_\_  
KELLY WOOLDRIDGE, City Clerk

**Elko City Council  
Agenda Action Sheet**

1. Title: **Consideration of a request by Louis Goldberg to revise Section 4-9-13(B)(1) of the Elko City Code, as it relates to the requirement of a certified copy of a birth certificate as the exclusive means of identification for purposes of a work permit, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 10, 2019**
3. Agenda Category: **PETITIONS, APPEALS, AND COMMUNICATIONS**
4. Time Required: **10 Minutes**
5. Background Information: **A copy of a letter from David Lockie has been included in the agenda packet for review. CC**
6. Budget Information:  

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Letter from David Lockie**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution: **David Lockie  
919 Idaho Street  
Elko, NV 89801**

LOCKIE & MACFARLAN, LTD.  
Attorneys at Law

919 Idaho Street  
Elko, Nevada 89801  
(775) 738-8084  
(775) 738-1928 (Fax)

David B. Lockie  
Sherburne M. Macfarlan, III

September 3, 2019

Elko City Council  
1751 College Avenue  
Elko, Nevada, 89801

PRESENTED BY HAND DELIVERY THIS DATE

Re: Request for Agenda Item for Louis Goldberg

Dear Honorable City Council:

I respectfully request on behalf of our client, Louis Goldberg to be placed on the Agenda for the September 10, 2019 meeting of the Elko City Council.

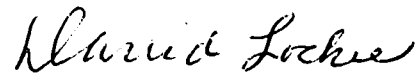
The purpose is to discuss potential revisions to Section 4-9-13 (B)(1) of the Elko City Ordinances, as it relates to the requirement of a certified copy of a birth certificate as the exclusive means of identification for purposes of a work permit.

Mr. Goldberg, as the owner of Monas and Inez brothels in Elko, wishes to propose that additional bona fide means of acceptable identification be added to the ordinance, such as a passport, real I.D., and other government issued forms of identification.

Thank you for considering this request.

Sincerely yours,

LOCKIE & MACFARLAN, LTD.



DAVID B. LOCKIE

DBL:dl

#### **4-9-13: WORK PERMIT REGISTRATION REQUIREMENTS:**

- A. Permit Required: It is unlawful for any person to work as a sex worker, bartender or manager at a brothel, or for any employee, independent contractor or agent of the brothel, to reside on the premises of a licensed house of prostitution, unless such person is the holder of a valid current work permit issued by the police in accordance with this chapter.
- B. Registration: Every sex worker, bartender, manager or employee working and/or residing on the premises of a licensed house of prostitution shall be registered with the police on a form provided by the police, referred to herein as a "work card", which shall include:
1. The name, age, address, physical description and current picture identification of the applicant, together with a certified copy of the person's birth certificate;
  2. A full set of fingerprints of the person, which shall be updated every six (6) years;
  3. Complete employment record of the applicant for the preceding five (5) years;
  4. All street and mailing address(es) of the person;
  5. Complete criminal record of the person, including all convictions, except minor traffic violations, which record shall include a list with a statement of each offense, and for each offense, the place of its occurrence, the date of its occurrence, its severity and its disposition;
  6. The work card application for a sex worker must be accompanied by either an application fee in an amount set by resolution by the Board or an annual renewal or revision fee in an amount set by resolution by the Board;
  7. The work card application for a person who is not a sex worker must be accompanied by an application fee in amount equal to the fee required to obtain a bar employee work permit under title 5, chapter 11 of this Code;
  8. The work card shall be renewed annually.
  9. A work card for a sex worker must be renewed each time the sex worker commences work at a different brothel within the City.
- C. Investigation: The police shall investigate, through all available means, the accuracy of all information supplied by any applicant on the registration form.
- D. Prohibited Employees: No person may work as a sex worker or bartender, manager, or as an employee, independent contractor or other agent who resides on the premises of a licensed house of prostitution, who:
1. Has been convicted of the possession, use, sale or furnishing of any narcotic, hallucinogenic or dangerous drug within the past five (5) years;
  2. Is on probation resulting from a conviction of a felony;
  3. Has been convicted of any crime involving theft, embezzlement or misappropriation of funds within the past five (5) years;

**Elko City Council  
Agenda Action Sheet**

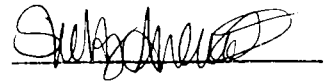
1. Title: **Review, consideration, and possible action on an appeal filed pursuant to Elko City Code 3-2-18(E), appealing the Elko City Planning Commission's decision to deny Conditional Use Permit No. 5-19, filed by Bailey & Associates, LLC. to designate APN 001-926-111 as a RMH-1 district for occupancy of mobile homes on rented or leased sites in a mobile home park, located generally on the northerly terminus of Primrose Lane and Daisy Drive, and matters related thereto. FOR POSSIBLE ACTION**

**Pursuant to Elko City Code 3-2-25, the Council may affirm, modify or reverse the decision of the Planning Commission.**

2. Meeting Date: **September 10, 2019**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **15 Minutes**
5. Background Information: **The Planning Commission considered the subject CUP on August 6, 2019 and took action to deny the conditional use permit. Subsequently, the applicant appealed the Planning Commission's decision. 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: **Appeal letter, P.C. Action Report, draft August 6, 2019 P.C. Minutes, Staff Report, and application**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission**
12. Council Action:
13. Agenda Distribution: **Bailey & Associates. LLC  
780 West Silver Street #104  
Elko, NV 89801  
[jbaileypc@gmail.com](mailto:jbaileypc@gmail.com)**

RECEIVED

AUG 16 2019



8/14/2019

Attn: Cathy Laughlin, City Planner  
City of Elko,  
1751 College Ave  
Elko, NV 89801

**Re: Conditional Use Permit (5-19) Application for Parkside Villas – City Council Appeal Request**

Dear Cathy,

Bailey & Associates would like to formally appeal the Planning Commission 4-2 split vote denying our application for a conditional use permit for our Parkside Villas project CUP # 5-19 based on the specific grounds for appeal outlined in this letter below.

Please first find my response to the staff findings for recommendation of denial from the letter sent to me on August 17<sup>th</sup> (a copy of the letter and email is attached.)

- 1) STAFF: PROPOSED DESIGNATION OF RMH1 DOES NOT CONFORM TO THE MASTER PLAN.
  - a) STAFF COMMENT: PER LAND USE PAGE 17, RMH1 IS CONSIDERED A HIGH-DENSITY RESIDENTIAL USE. THE SITE IS DESIGNATED AS MEDIUM-DENSITY RESIDENTIAL. THE MASTER PLAN DOES NOT DISTINGUISH BASED ON NUMBER OF UNITS SO WHETHER THERE ARE 2 UNITS OR 150 UNITS, IT IS CONSIDERED HIGH-DENSITY.

The Master Plan land Use Page 17 **does not include RMH1** under high-density residential. It classifies RMH as high density residential. The Master plan **does** distinguish based on the number of units, high density residential is defined in the master plan as *“residential densities of nine (9) units per acre or greater. This is the City’s most intensive residential land use designation. This classification is for multiple-family homes and multistory dwellings...”* (Land Use Page 17) RMH zoning as listed under the master plan for high density residential could only apply to the RMH4 designation as the development standards within the City of Elko code would make it impossible to get 9 units or more under the RMH1 designation. Please refer to the development standards section 3-5-4 of Elko City Code. Specifically RMH1 minimum lot size (4000sf), lot frontage (40’) and minimum paved width of (42’) and RMH4 minimum lot size (1265sf), lot frontage (23’) and minimum paved width of (20’). I have completed the calculations to show it is impossible under these development standards under the RMH1 designation to fall under the definition of High Density Residential as defined by the Master Plan. However, the only designation that would comply to the definition of high-density is RMH4 based on the City of Elko development standards section 3-5-4.

The proposed project includes (44) units in 7.31 acres or 6 units per acre. The City of Elko master plan defines medium residential as *“areas where residential development densities are four (4) to eight (8) units per acre.”* (Land Use Page 17). The proposed project is medium density residential as established in the Master Plan.
  - b) STAFF COMMENT: LAND USE PAGE 24 STATES THAT HIGH-DENSITY RESIDENTIAL USES SHOULD BE LOCATED ON MAJOR ARTERIALS OR COLLECTORS. ACCESS TO THIS SITE IS VIA RESIDENTIAL LOCAL STREETS. OTHER MOBILE HOME PARKS IN TOWN (PANORAMA AND

BULLION) ALL HAVE DIRECT ACCESS TO COLLECTOR STREETS AND WOULD COMPLY WITH THIS SECTION OF THE MASTER PLAN.

The proposed project is not high-density residential and therefore referencing parts of the master plan discussing high-density residential and the associated transportation planning for high densities is not relevant. The traffic counts for this project are in keeping with 4-8 units per acre as associated with medium density residential in the master plan. This project has 6 units per acre and would generate traffic within the medium-density residential demand.

The staff report recommending denial references Bullion and Panorama developments as comparable to this project in traffic demand. Both of these projects have considerable more units (175+) and this project has 44. These projects also have much higher units per acre than the proposed project. The traffic generation for this project is at the same rate as the neighboring properties. There are several other comparable properties similar to this one in Elko with lower number of units that have access to non-commercial collector streets.

- c) STAFF COMMENT: TRANSPORTATION PAGE 26 DISCUSSES THE NEED TO PROTECT AND ENHANCE EXISTING NEIGHBORHOODS BY REDUCING REGIONAL TRAFFIC ON RESIDENTIAL LOCAL STREETS. THIS PROJECT, BY ITS COMMERCIAL NATURE, WOULD MOST LIKELY INCREASE TRAFFIC BEYOND WHAT WOULD OCCUR IF THE PROPERTY WERE DEVELOPED AT AN RMH3 LEVEL.

This project is not commercial. RMH4 designation is commercial and thus requires commercial zoning and a CUP with that underlying zoning and a proximity to a collector (Reference Code 3-5-2 Districts Defined RMH4 *"Areas in commercial zones approved by a conditional use permit for development of recreational vehicle parks."*) This project is a residential subdivision of leased lots within a residential community that provides long-term stable housing (Reference Code 3-5-2 Districts Defines RMH1 *"Areas suitable for development, placement and occupancy of mobile homes for residential purposes on rented or leased sites in mobile home parks"*). This project does not propose any regional traffic roadways discharged on to residential local streets. The traffic generated from this project is the same as the surrounding properties for medium-density. This project does provide residential connectivity of local streets allowing emergency and other vehicles to circle and service the area without backing up as noted in the Master Plan transportation component page 26 *"...provide an interconnected local street network to allow direct connection to local destinations"*

- d) STAFF COMMENT: TRANSPORTATION PAGE 26 ALSO MENTIONS THAT RESIDENTIAL LOCAL STREETS ARE DESIGNED TO BE PEDESTRIAN FRIENDLY. THE MOVEMENT OF MOBILE HOMES DOWN THESE STREETS WOULD POSE A DANGER TO THE HEALTH, SAFETY, AND WELFARE OF THE EXISTING RESIDENTS AND POTENTIALLY INTERFERE WITH THEIR RIGHT TO ENJOY THEIR PROPERTY.

The proposed project is designed to be pedestrian friendly with a 5' walkway on one side of the street and another paved 4' walkway on the other side of the paved 42' private street. The connectivity of the street also provides a walking route for neighbors to circle the block on a paved surface. The park proposed as part of the project would be available to neighbors and pedestrians to enjoy.

Movement of mobile homes occurs all over the City and I could not imagine that as being grounds for posing a danger to the health, safety and welfare of the existing residents.

- 2) STAFF COMMENT: THE PROPERTY WAS DESIGNATED AS RMH3 WITH THE APPROVAL OF A PREVIOUS PLANNING COMMISSION AND COUNCIL ACTION. RMH3 IS CONSIDERED A SUB-CLASSIFICATION OF ZONING AND SHOULD BE THOUGHT OF THE SAME WAY AS ANY OTHER TENTATIVE MAP WITH A ZONE CHANGE. THE EXPIRATION OF A MAP DOES NOT REVERT THE ZONING BACK TO THE PREVIOUS CATEGORY.

The parcel is zoned RMH. Previous Commission and Council action approved both RMH2 and RMH 3 designations within this RMH zoning as both conformed to the master plan of medium-density residential. The proposed project also conforms to the master plan of medium-density residential with 6 units per acre. RMH zoning allows four different designations within the RMH zoning. Only RMH4 specifically requires commercial zoning and a conditional use permit. The City Code has established development standards for RMH1 which have been followed with this application. The designation of RMH1 is a residential medium-density designation as prescribed by the Master plan.

Cathy, in addition to the above responses to the staff findings, Bailey & Associates would like to present additional testimony that the Parkside Villas Mobile Home Park Development is the best use to meet the objectives of the City of Elko Master Plan and specifically this property to meet the "Best Practices" and other objectives of the Master Plan and we hope the City Council will consider our appeal to the Planning Commission Ruling.

***Objective 1: "to promote a diverse mix of housing options to meet the needs of a variety of lifestyles, incomes, and age groups." (Land Use Page 20).***

The Parkside Villas will provide a high standard of housing coupled with a lower cost of housing which is critical in meeting objective 1. The proposed park development has included a draft form of covenants, conditions and restrictions to ensure **Best Practices 1.2** on page 22 of the Master plan is met. These CCR's include restrictions on age of units, restrictions on storage of vehicles, minimum floor areas, and to regulate nuisances.

***Best Practices 1.3 "work toward equitable and even distribution of housing types throughout the community." (Master Plan Page 23)***

The Parkside Villas allow for a feeling of community as shown in the development of the community park. It provides for an efficient use of infrastructure in that it is all privately maintained and would not burden the City with maintenance. It provides for a diversity and affordability of housing that addresses different stages of life, For example young couples just getting into their first home as a family or retired and senior couples looking to be in close proximity to the hospital and a low-maintenance community that also provides the social interaction and neighborly feel that is exhibited in these communities.

***Best Practices 1.4 "consider housing policy an opportunity to promote sustainable, adaptable, and efficient neighborhoods." (Master Plan Page 25)***

This location is ideal for creating an inclusionary approach and maintaining a high standard development by promoting a project that is affordable and of high quality. The proximity to the Hospital and providing an option for senior housing with low maintenance and that is affordable.

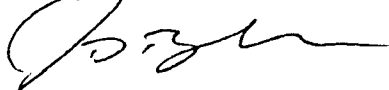
***Best Practice 2.1: "Encourage and incentivize infill development and new greenfield development."***  
***(Master Plan Page 26).***

This project provides an opportunity to develop vacant underutilized city property on an infill lot. Previous projects with RMH2 and RMH3 designations have not been successful and requiring a designation that has proven unsuccessful on previous projects discourages the goals of the Master Plan to provide infill development with a mix of housing opportunities for all.

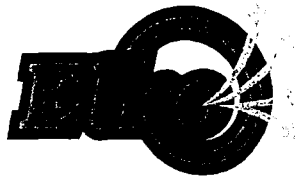
We have reached out to the City staff, and we encourage the neighbors and the City Council to provide reasonable conditions and comments to develop this project. We have complied with all of the requirements set forth in the zoning code for RMH and the requirements as designated for RMH1. I do not believe a conditional use permit was required to develop this project within the RMH zoning as we meet all the provisions of the code and this area is not prescribed or designated in the master plan as RMH3. The efforts we have made to provide a thoughtful development and to be good neighbors and to provide CCR's and amenities to the neighborhood should make this an attractive development similar to the many other projects we have completed within the City of Elko.

Thank you for your time and consideration of this appeal. We look forward to the City Council meeting to provide further testimony.

Best regards,



Jon D. Bailey, P.E.  
Bailey & Associates  
Bailey Homes  
780 W Silver St #104



# CITY OF ELKO

## Planning Department

Website: [www.elkocity.com](http://www.elkocity.com)  
Email: [planning@elkocitynv.gov](mailto:planning@elkocitynv.gov)

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

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### CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of August 6, 2019

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on August 6, 2019 under Public Hearing format, in accordance with notification requirements contained in Section 3-2-18 (F) of the City Code:

Conditional Use Permit No. 5-19, filed by Bailey & Associates, LLC, to designate APN 001-926-111 as a RMH-1 district for occupancy of mobile homes on rented or leased sites in mobile home parks, and matters related thereto.

The subject property is located generally at the northerly terminus of Primrose Lane and Daisy Dr. (APN 001-926-111).

NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission **DENIED** Conditional Use Permit No. 5-19 subject to the conditions in the City of Elko Staff Report dated June 18, 2019, listed as follows:

Development Department recommends **DENIAL** of CUP 4-19 based on the following facts:

1. Proposed designation of RMH1 does not conform to the Master Plan.
  - a. Per Land Use page 17, RMH1 is considered a high-density residential use. The site is designated as Medium-Density Residential. The Master Plan does not distinguish based on number of units so whether there are 2 units or 150 units, it is considered high-density.
  - b. Land Use page 24 states that high-density residential uses should be located on major arterials or collectors. Access to this site is via residential local streets. Other mobile home parks in town (Panorama and Bullion) all have direct access to collector streets and would comply with this section of the Master Plan.
  - c. Transportation page 26 discusses the need to protect and enhance existing neighborhoods by reducing regional traffic on residential local streets. This project, by its commercial nature, would most likely increase traffic beyond what would occur if the property were developed at an RMH3 level.
  - d. Transportation page 26 also mentions that residential local streets are designed to be pedestrian friendly. The movement of mobile homes down these streets would pose a danger to the health, safety, and welfare of the existing residents and potentially interfere with their right to enjoy their property.
2. The property was designated as RMH3 with the approval of a previous Planning Commission and Council action. RMH3 is considered a sub-classification of zoning and should be thought of the same way as any other Tentative Map with a Zone Change. The expiration of a Map does not revert the zoning back to the previous category.

Engineering Department recommends **DENIAL** of CUP 4-19 based on the following facts:

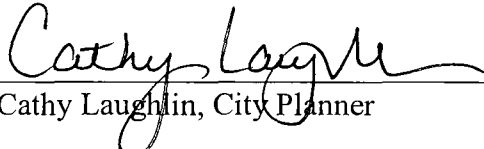
1. Recommend the previously approved district of RMH-3 is maintained.

Public Works Department recommends **DENIAL** of CUP 4-19 based on the following facts:

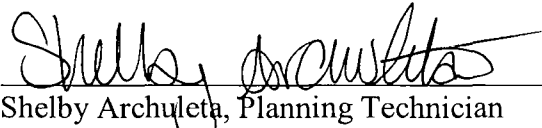
1. Concerns running traffic through residential neighborhoods to a mobile home park.

The Planning Commission's findings to support its recommendation are the proposed development is not in conformance with the Land Use Component of the Master Plan. The Transportation Component of the Master Plan states that concentration of high density residential development should be provided along minor arterial route. The proposed development is not in conformance with the existing transportation infrastructure and the Transportation Component of the Master Plan. The proposed development is in conformance with the City Wellhead Protection Program. The proposed use is not consistent with surrounding land uses as a transitional use between low density in the County and medium density in the City. The proposed use is in conformance with City Code 3-5 Residential Mobile Home with the approval of the Conditional Use Permit. The proposed development is in conformance with 3-2-3, 3-2-4, 3-2-17, 3-8 and 3-2-18 of the Elko City Code. The prior approval of CUP 4-96 designated the parcel as RMH-2, mobile home subdivision. The proposed parcel had prior approval of Tentative Map 3-14 for Cedar Estates Subdivision for an RMH-3 manufactured home subdivision.

**The applicant is advised of the right to appeal this decision to the City Council within 10 days of the date of approval as stated above.**

  
Cathy Laughlin, City Planner

Attest:

  
Shelby Archuleta, Planning Technician

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

**STAFF COMMENT FLOW SHEET**  
**PLANNING COMMISSION AGENDA DATE: 8/6**

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

Title: Conditional Use Permit 5-19

Applicant(s): Bailey + Associates, LLC

Site Location: N terminus of Primrose Ln. + Daisy Dr.

Current Zoning: Bm H Date Received: 5/28 7/16 Date Public Notice: 7/23

COMMENT: This is to designate APN 001-926-111 as an BmH-1  
district for occupancy of mobile homes on rented or leased sites in mobile  
home parks.

\*\*If additional space is needed please provide a separate memorandum\*\*

Assistant City Manager: Date: 7/31/19

Recommend denial of the application for CUP  
5-19 as presented by staff

SAW

Initial

City Manager: Date: 8/5/19

RMH-1 District in this area is not compliant w/Master Plan.  
Recommend denial.

LL

Initial

**CITY OF ELKO**  
**PLANNING COMMISSION**  
**REGULAR MEETING MINUTES**  
**5:30 P.M., P.D.S.T., TUESDAY, AUGUST 6, 2019**  
**ELKO CITY HALL, COUNCIL CHAMBERS,**  
**1751 COLLEGE AVENUE, ELKO, NEVADA**

**CALL TO ORDER**

Evi Buell, Vice-Chairman of the City of Elko Planning Commission, called the meeting to order at 5:30 p.m.

**ROLL CALL**

**Present:** Evi Buell  
Gratton Miller  
Ian Montgomery  
John Anderson  
Stefan Beck  
Tera Hooiman (*Arrived at 5:44 p.m.*)

**Excused:** Jeff Dalling

**City Staff Present:** Scott Wilkinson, Assistant City Manager  
Cathy Laughlin, City Planner  
Michele Rambo, Development Manager  
Bob Thibault, Civil Engineer  
John Holmes, Fire Marshal  
Shelby Archuleta, Planning Technician

**PLEDGE OF ALLEGIANCE**

**COMMENTS BY THE GENERAL PUBLIC**

*There were no public comments made at this time.*

**APPROVAL OF MINUTES**

July 2, 2019 – Regular Meeting **FOR POSSIBLE ACTION**

**\*No action was taken on this item.**

**I. UNFINISHED BUSINESS**

**A. PUBLIC HEARING**

1. Review, consideration, and possible action on Conditional Use Permit No. 5-19, filed by Bailey & Associates, LLC, to designate APN 001-926-111 as a RMH-1

district for occupancy of mobile homes on rented or leased sites in mobile home parks, and matters related thereto. **FOR POSSIBLE ACTION**

The subject property is located generally at the northerly terminus of Primrose Lane and Daisy Dr. (APN 001-926-111).

Guy Heckethorn, 1294 Primrose Lane, questioned why Bailey Homes was going to put in the mobile home park in rentals, instead of manufactured homes.

Cathy Laughlin, City Planner, explained that the applicant would be giving a presentation, as well as staff would be going through their review of the application, and that might answer Mr. Heckethorn's questions.

Jon Bailey, Bailey & Associates, LLC, 780 W. Silver Street, explained that they are proposing an RMH-1 development that includes 44 lots. The first phase of Cedar Estates was developed years ago and had a slow build out. Bailey acquired property from the original developer 14 years later. He didn't know if it had penciled out for them to continue the project as originally planned. They were able to come to agreement with Clayton Homes and work through difficult site location, with the concrete plant and the landfill nearby. There are not a lot of opportunities with zoning, but there is a demand for entry level housing and a nice end product. The second phase of Cedar Estates has been in the process for four years and is still not completely built out. There is a really slow absorption rate. Clayton is no longer interested in moving forward. Baileys' want to develop this, be contentious of the neighbors, and create something that they can put their name on and feel proud of. They looked at the area and just to the west is another RMH-1 development. They thought that they could make something work here that would be sensitive to the neighbors, and also provide an opportunity for CC&Rs, restrictions to the types of units, and also maintenance of the grounds and screening with a wall. They did an analysis of the Code and worked with staff. Staff's original take on this is that this was an RMH-3 with the two prior phases and wanted to stick along those lines. Mr. Bailey felt that the RMH-1 could be justified, even under the staff report, with the density that they are proposing and the traffic that is going to be generated based on that density. Mr. Bailey thought that they could build a very nice product through the use of CC&Rs, the use of screening, and any input from the Planning Commission. He was interested in hearing any suggestions they could incorporate in order to make this a viable project for the City and the neighbors.

Greg Martin, 1349 Primrose Lane, said he had one question for the applicant. With the original Phase 1 and the properties developed on the east side of Daisy, was there supposed to be a barrier wall that separated the residential development from the industrial property to the west.

Scott Wilkinson, Assistant City Manager said no.

Mr. Martin said that the City has done that on projects similar to this in other areas around town. He was curious as to why that wasn't part of the subdivision plat when it was approved the first time around.

Mr. Wilkinson said that the real issue is if you have a wall and several different properties, who would maintain the wall. Typically that requirement is placed on the industrial, or commercial, property, because there is one owner that can maintain the wall, but that wasn't the case here.

Ms. Laughlin explained that this particular item was tabled at the last meeting. It was tabled at the request of the applicant, but also at the request of staff due to some deficiencies in the application. Since that meeting there is a second memo. Because the item was tabled, the original memo remains in the packet. The second memo just explains that the deficiencies were delivered to staff after the meeting and met the requirements. Ms. Laughlin then went through the City of Elko Staff Report dated June 18, 2019.

Michele Rambo, Development Manager, went over the power point that was included in the packet.

Bob Thibault, Civil Engineer, said the Engineering Department recommended denial for similar reasons. We recommend the previous district of RMH-3 is maintained. The Land Use Component of the City Master Plan designates this area as Residential Medium Density and RMH-1 is not a corresponding zoning district.

John Holmes, Fire Marshal, had no comment.

Mr. Wilkinson had a recommendation for denial of the proposed RMH-1 district. It is not compliant with the Master Plan. He wanted to bring to the Commissioner's attention the historic decisions that have been made by the Planning Commission and the City Council that looked at either mobile home subdivision or manufactured home subdivision. Ms. Laughlin mentioned the 1<sup>st</sup> decision, although it seems incorrect that you would have mobile homes and manufactured homes together, required permanent foundations. The idea was to have a subdivision of property, not commercial use. Mr. Wilkinson thought the historic decisions that have been made, and more recently with the manufactured home subdivision, carried a lot of weight. Additionally, staff has talked about non-conformance with the Master Plan. More importantly, this is not a transitional use. You can have an applicant come up and say they will design around all the issues, but we aren't looking at a variance application. He thought the Commission needed to be careful of that, because then everyone will get to design around the issues. Mr. Bailey is proposing a good layout for a mobile home park, and he intends on pursuing it and doing a good job with it. There has been some talk about CC&Rs being in place. Those work as long as the owner of the property wants to adhere to those. The City doesn't enforce CC&Rs.

Mr. Bailey wanted to refer to Page 17 of the Land Use Component of the Master Plan. He pointed out that in his version of the Master Plan RMH-1 is not listed under High Density Residential. He wondered if that had been edited or changed recently.

Ms. Rambo clarified that there are four RMH Zones 1, 2, 3, and 4. Medium Density lists RMH-2 and RMH-3; High Density just says RMH. The only thing left is RMH-1 and RMH-4. The basic issue is that RMH-1 is not listed under Medium Density.

Mr. Bailey said what Ms. Rambo represented to the Commission was that on Page 17 RMH-1 was listed under High Density.

Ms. Rambo said that Mr. Bailey was correct, currently the Master Plan says RMH. She explained that she put the "1" in for clarification.

Mr. Bailey said he wanted to be clear that RMH-1 is not listed in High Density Residential. It is an assumption. RMH-1 corresponds more to 4 to 8 units per acre, which is Medium Density Residential. If there are going to be adjustments to the Master Plan and how it is presented to the Planning Commission, then it needs to be with what's on the Master Plan. What is on the Master Plan is RMH. The next reasonable step would be to look at the definition of Medium Density, which is 4 to 8 units per acre. Classifying RMH-1, just because it is not listed, as High Density is not a statement that you would conclude from the density of the proposed project.

Mr. Wilkinson pointed out that RMH-2 is listed as Mobile Home Subdivision, and RMH is listed as mobile home residential. There is a clear distinction where those are listed in the Master Plan. Subdivision isn't listed under High Density, but it is listed under Medium Density. The Master Plan is pretty clear. RMH-4 is considered, and restricted to, a commercial zone. We are here to designate the RMH use going forward.

There was further discussion between Mr. Bailey and Mr. Wilkinson on whether RMH-1 is considered High Density in the Master Plan.

Mr. Bailey explained that with his interpretation of the Master Plan the project would conform to the Master Plan. He went over a few pages in the Master Plan. He read from Page 16 of the Land Use Component:

*The Elko Master Plan Land Use Map (ATLAS Map 8. 2010 Future Land Use Plan) is a graphic depiction of proposed future land use and is a guide for the City staff and officials to rely upon as they are evaluating development proposals and associated applications or revisions to City policies and ordinances. Depicting an area as residential, commercial or any other designation on the Master Plan Land Use Map should not prohibit other land uses that may be authorized by Planned Unit Development (PUD) ordinances, conditional use ordinances or other land use applications that may grant a land use exception or other means of relief, so long as the land use complies with the Elko City Code and is compatible with, and does not frustrate, this Master Plan's goals and policies.*

Mr. Bailey continued that the project complies with the City Code to a T with everything that they are proposing. They have looked at their project in conformance with the Master Plan and the goals and policies; they meet the Medium Density designation with their layout. In the Transportation Component the traffic counts are based on density, so although they say that these projects should be located next to an Arterial. That would be if they generate a high traffic volume. Their project is within the Medium Density, so their traffic is in conformance with the Medium Density as well. Mr. Bailey read from Page 24 of the Land Use Component of the Master Plan.

*Encourage high density residential, commercial or industrial uses that generate significant traffic volumes adjacent to major arterials or collectors roadways.*

He explained that they were not creating a significant traffic volume. It isn't an apartment complex. This will be 44 lots, which would be in the medium density in regards to units per acre. He then read Best Practice 1.4 from the Land Use Component. He added that it talks about creating a diverse mix of housing to allow for seniors, new families, older home owners, etc. The park provides all of that. There is not a lot of this type of housing, but there is a lot of demand for

it. There is also not a lot of it that is being cared for, which is why there might be some push back on it. Mr. Bailey thought with their history, development, proposal, and opportunity that they provided staff to give recommendations that they could develop. They are also meeting all of the code regulations for development as laid out by City Code. The community does need diverse housing. They have put together a thoughtful development, and it is in conformance with the goals and policies of the Master Plan. Listing it under high density is not the way it should be interpreted based on their proposal. He thought by interpreting it that way it was restricting the land to be a place for weeds to grow.

Commissioner Stefan Beck asked Mr. Bailey if he had put a lot of time and effort into this proposal.

Mr. Bailey explained that they have owned the land for 5 years. He didn't know how many proposals he had brought to the City. They take the proposals to the City and when they go through the costs to develop and then to the market, then they are not feasible. Stick built homes are not feasible for this neighborhood, for the cost of construction. Clayton Homes' absorption rate has been slow. He thought they could create an amenity in the park with the wall, the trees, the park that will be built, and the CC&Rs that will go along with it. It will be the nicest thing in the neighborhood and it will be that way from the get go, and then it will be maintained by one owner, so you won't have to chase down 50 different owners if there is something wrong with the property. The projects that they have done in the City have done well and have been nice. They want to develop something here, but they are next to the Land Fill and the industrial concrete plant. They have spent a lot of time and money on this little piece. They are not trying to create something that is out of ordinary with the neighborhood.

Commissioner Beck asked if there was a way for Mr. Bailey to alter his approaches, so he and the City could come to an agreement on the interpretations.

Mr. Wilkinson said that Mr. Bailey has presented some strong, valid arguments. It is much simpler. When a property is rezoned, which is what this is and what the Planning Commission and the City Council have done prior to this; they have designated this property on the last go around as an RMH-3 zone. What the Planning Commission is doing now, is making a zoning type decision. There is no doubt that Mr. Bailey's presentation is solid. If the Planning Commission makes a decision that RMH-1 is a valid use here, and Mr. Bailey decides not to do his project, then the City and the Planning Commission are stuck with the next proposal under an RMH-1. A proposal is not being approved here, a zone and land use is being considered regardless of who might do it. If you are making a decision on whether it is commercial or industrial, whether or not there is a project proposed, that designation should stand on its own. That is the appropriate use at that location regardless of who might do it, or what their application looks like. The City Council has made historic decisions that didn't include RMH-1 in this area. Mr. Wilkinson's main concern was whether RMH-1 was the appropriate use, regardless of who wants to do it. He believed that a precedent had already been set when the decision was made on RMH-3 under the subdivision process. The City Council and Planning Commission have made those decisions prior to this application. It is a great proposal, and Mr. Wilkinson didn't think staff would need to add anything to the proposal. Then the Planning Commission needs to consider whether RMH-1 is frustrating the intent of the Master Plan.

Commissioner Gratton Miller asked with the transitional zoning if it was currently zoned RMH-1.

Ms. Rambo pointed out that the property is currently classified as RMH-3.

Mr. Bailey said the property is zoned RMH, RMH-3 is not a zoning designation.

Ms. Rambo clarified that RMH-3 is a sub-classification, which is still a zoning classification.

Mr. Wilkinson said there has been subdivision approvals for RMH-3.

Mr. Bailey said on that note, there would have been no reason to allow RMH-3 if the first one was RMH-2. Every project needs to be based on the merits of the project in front of you. You can't condition one project based on something that might happen in the future, it is unfair to the applicant. At that point why do we have a Planning Commission? Just let staff say yes or no to everything.

Mr. Wilkinson said the first decision was for manufactured or mobile homes on permanent foundations, either or.

Mr. Bailey said staff should have said no to RMH-3, since they approved RMH-2 previously.

Mr. Wilkinson didn't know that staff had the authority to require a mobile home to be put on a permanent foundation. He thought the decision for the RMH-3, which Mr. Bailey was the applicant for, was the right decision to clean that up.

Mr. Bailey said the precedent was RMH-2, which was done prior to RMH-3.

Mr. Wilkinson that decision was also whether it was mobile homes or manufactured homes, either or, which was confusing and not done correctly.

Commissioner Ian Montgomery asked if the rest of neighborhoods in the area were RMH-2 and RMH-3.

Mr. Bailey said no. He pointed out Southgate Mobile Home Park as RMH-1.

Ms. Rambo clarified that Southgate is RMH-1, however it was done before the regulations we have now were in place. Primrose and Daisy are RMH-3.

Mr. Wilkinson said the RMH-1 development is in pretty good condition and it has been there a long time.

Mr. Thibault pointed out that the Southgate RMH-1 development is along Lamoille Highway, and works with the zoning of having more dense uses along the highway and lesser intense uses further back. He also pointed out that the previous Tentative Map that was approved on the property in question had around 32 lots. It was considerably less dense than the 44 lots that are currently being proposed. RMH-1 is not listed under the Medium Density uses that are appropriate in the Master Plan.

Mr. Bailey pointed out that the density is still with the medium density 4 to 8 units per acre.

Mr. Thibault said his point was that it was still a more dense use that is accessed through a less dense neighborhood.

Commissioner Beck asked if Mr. Bailey could alter his density to conform and still have a project.

Mr. Bailey said they were already within the medium density designation. If you're talking about reducing it by a few lots it will still be less than the medium density, which is 4 to 8 units per acre. They are at 6, so if they lose a few lots they will be around 5. Mr. Bailey thought staff needed to take a look at whether or not the densities can be reached with the type of developments listed in the Master Plan. He then explained that an RMH-1 could never be considered a high density development with the development standards that are listed for an RMH-1 development in the Code.

Ms. Rambo specified that density was not the issue. Mr. Bailey could propose two units, and staff would still have the same recommendation, because RMH-1 is not listed under Medium Density Residential.

Mr. Bailey mentioned that the Master Plan did, and that he referred to it in his opening statement. That is what the Conditional Use Permit is for, and what the Planning Commission is for. Staff's interpretation is that RMH-1 is not listed as a designated use, but it's not excluded as a place to come to Planning Commission to have them review the merits of an application. To say it is simple, it is not. That is the reason they pay the fees to come and get a Conditional Use Permit. That's why they spend the time to put together a thoughtful development that is in conformance with the Master Plan. This is his land and he wants to develop it. He has tried RMH-3. They have had RMH-2, RMH-3, and RMH-1 all within that block, and staff has gotten stuck on the proposed development being high density when it is not. He hoped the Planning Commission looks at the Master Plan as whole, the affordable housing, and the diversity of housing that is laid out in the Master Plan. People at different cycles of their lives need this type of housing. Retired people like to come into a maintained park. This type of housing is needed in Elko.

Ms. Laughlin said when they are talking about historical aspect of this property, she repeated that the Conditional Use Permit that was approved in 1996 gave it a designation of RMH-2. Ms. Laughlin stated that she did not go through the history to see how the RMH-2 District was written in the Code at that time. The Conditional Use Permit did have a conditions that required all the homes to be on permanent foundations, which would be RMH-3 as it is written in the Code currently.

Mr. Wilkinson clarified that the Conditional Use Permit stated both units, mobile homes and manufactured homes. That decision, based on the current Code, combined the two together, which isn't quite right. Mr. Wilkinson thought Mr. Bailey had given the Planning Commission a lot to think about. Just recently we made the decision that a Manufactured Home Subdivision is what the appropriate use is, and is in conformance with the Master Plan Land Use and Transportation Components. The proposed project is solid. The real issue is whether this is the appropriate designation, zone, for that development. He thought they were basically looking at a

zone change. The Planning Commission and the City Council designated this as an RMH-3 area when they approved the Preliminary Plat. There is a lot of information for the Planning Commission to consider. Mr. Wilkinson said he couldn't think of any additional conditions that might be appropriate if the Planning Commission determines that a mobile home park would be acceptable at this location.

Mr. Bailey expressed that this wasn't a zone change application. The property is already zoned RMH. The uses allowed with the RMH zone include RMH-1. They are considering a Conditional Use Permit Application.

Mr. Wilkinson read Section 3-5-1 of the Elko City Code for the Planning Commission, which states:

*Within selected geographical areas that are designated for mobile homes on the city general plan map, adopted by the city council on January 15, 1974, or zoned RMH on the zoning map, the city council, through conditional use permits, after review by the planning commission, may regulate by districting, the proposed mobile home residential use, manufactured home residential use, and recreational vehicle parks. When such districts are designated, the provisions of this chapter shall prevail over any requirements underlying by virtue of the zoning previously adopted. Within the commercial zoning districts, the appropriate provisions of this chapter shall apply to recreational vehicle (RV) parks approved by the planning commission through conditional use permits. (Ord. 398, 4-24-1990)*

Mr. Wilkinson thought that the City had designated the district that would be here as RMH-3. When the district is designated, which was done with the approvals of the Subdivision, you must comply with the Code. What we are asking the Planning Commission to consider tonight is a designation that would override the prior decision of RMH-3 to RMH-1.

Mr. Bailey disagreed that they were asking for a zone change, because the property is already zoned RMH, which allows any of the designations. The process to designate is a Conditional Use Permit, not a zone change. They have gone through the Conditional Use Permit with the designation requirements that are set out for RMH-1 with their layout.

Commissioner Miller asked Mr. Bailey if the lots were going to be rented.

Mr. Bailey explained that the RMH-1 is a residential use that allows an owner to own the unit and lease the land, and the land owner manages the land.

Greg Martin, 1349 Primrose Lane, said he was a resident of the RMH-3 project that was previously developed in the late 1980's. He wanted to point a few things out. He mentioned that there was no doubt that the product that Bailey provides for the community is top notch. The perception that Mr. Martin wanted to present to the Planning Commission was of the home owners in the area. When they bought in this neighborhood the expectation was that this was already approved for RMH-3, which is manufactured home on a permanent foundation. Mr. Martin expressed that he understood the need for diversity, because he is in the real estate business. If you take a drive through the RMH-1 zoning area there are some district differences that Mr. Martin thought needed to be taken into consideration with the project that is being

presented. That RMH-1 development has multiple opportunities for ingress and egress. The proposed development only has two points of ingress and egress, which are Primrose Lane and Daisy Drive. He asked if there was going to be curb, gutter, and sidewalk in the development. (Yes) It is a higher density that will all be using those two roads for ingress and egress. There are a lot of children in the neighborhood, as well as homes that provide use for people with mental deficiencies. Mr. Martin explained how the RMH-1 development adjacent to Lamoille Highway has degraded overtime, which was a concern of the home owners in the area for the proposed development.

Rachel Randal, 2311 Wildwood Way, said that she had a couple questions outside of the discussion. It was mentioned that there were two trash collection areas. She asked if she were to live in the subdivision if she would have to cart her trash out of her home to one of the trash collection areas.

Mr. Bailey explained that the Code requirements for RMH-1 requires community trash enclosures. The intent with waste management would be to have mobile totes at each unit, but because of the code requirement for community trash and people that don't want to pay for a mobile tote there is a trash enclosure so that refuse isn't an issue within the park. Any one that wanted a mobile tote would be allowed to get one.

Ms. Randal asked if there would be mailboxes. (Yes) She pointed out that Mr. Bailey mentioned senior accommodations a few times, and asked if the park would only be for senior citizens or if it would be open to the general public.

Mr. Bailey clarified that the park would be open to the general public.

Ms. Randal agreed with Mr. Martin that there were openings in the Southgate Mobile Home Park. She also agreed with Mr. Wilkinson that the use of the land would make most sense matching the RMH-3 that Primrose Lane and Daisy Drive already have. She thought it made sense to not have a trailer park in this location of the City. She thought Mr. Bailey brought up good questions about the RMH status and the divisions underneath. She thought there was room for improvement in the Code.

Commissioner Montgomery stated that his biggest concern was the transportation issue. He mentioned that Pinion Road gets backed up with people going to the land fill, so the people in the proposed subdivision will not have any other way to get out other than Pinion Road.

Commissioner Miller disagreed. He said by doing the math it would fit under the medium density residential. He thought this was a difficult situation. He asked Mr. Bailey if he had brought an RMH-3 proposal to the City for this particular property.

Mr. Bailey said no, because they don't have an end user for it.

Mr. Wilkinson pointed out that the City approved a Preliminary Plat as RMH-3 for this particular area.

Ms. Laughlin clarified that a Preliminary Plat was approved, but not a Final Map. The Preliminary Plat expires in four years if a final map is not submitted.

Commissioner Miller said he wouldn't see an issue if the units were on foundations.

**\*\*\* Motion: Deny Conditional Use Permit No 5-19 based on the facts and findings listed in the City of Elko Staff Report dated June 18, 2019, listed as follows:**

**Development Department recommends DENIAL of CUP 4-19 based on the following facts:**

- 1. Proposed designation of RMH1 does not conform to the Master Plan.**
  - a. Per Land Use page 17, RMH1 is considered a high-density residential use. The site is designated as Medium-Density Residential. The Master Plan does not distinguish based on number of units so whether there are 2 units or 150 units, it is considered high-density.**
  - b. Land Use page 24 states that high-density residential uses should be located on major arterials or collectors. Access to this site is via residential local streets. Other mobile home parks in town (Panorama and Bullion) all have direct access to collector streets and would comply with this section of the Master Plan.**
  - c. Transportation page 26 discusses the need to protect and enhance existing neighborhoods by reducing regional traffic on residential local streets. This project, by its commercial nature, would most likely increase traffic beyond what would occur if the property were developed at an RMH3 level.**
  - d. Transportation page 26 also mentions that residential local streets are designed to be pedestrian friendly. The movement of mobile homes down these streets would pose a danger to the health, safety, and welfare of the existing residents and potentially interfere with their right to enjoy their property.**
- 2. The property was designated as RMH3 with the approval of a previous Planning Commission and Council action. RMH3 is considered a sub-classification of zoning and should be thought of the same way as any other Tentative Map with a Zone Change. The expiration of a Map does not revert the zoning back to the previous category.**

**Engineering Department recommends DENIAL of CUP 4-19 based on the following facts:**

- 1. Recommend the previously approved district of RMH-3 is maintained.**

**Public Works Department recommends DENIAL of CUP 4-19 based on the following facts:**

- 1. Concerns running traffic through residential neighborhoods to a mobile home park.**

**Commission Montgomery's findings to support the recommendation were that the proposed development is not in conformance with the Land Use Component of the Master Plan. The Transportation Component of the Master Plan states that concentration of high density residential development should be provided along minor arterial route. The proposed development is not in conformance with the existing transportation infrastructure and the Transportation Component of the Master Plan. The proposed development is in conformance with the City Wellhead Protection Program. The proposed use is not consistent with surrounding land uses as a transitional use between low density in the County and medium density in the City. The proposed use is in conformance with City**

Code 3-5 Residential Mobile Home with the approval of the Conditional Use Permit. The proposed development is in conformance with 3-2-3, 3-2-4, 3-2-17, 3-8 and 3-2-18 of the Elko City Code. The prior approval of CUP 4-96 designated the parcel as RMH-2, mobile home subdivision. The proposed parcel had prior approval of Tentative Map 3-14 for Cedar Estates Subdivision for an RMH-3 manufactured home subdivision.

Moved by Ian Montgomery, Seconded by John Anderson.

*\*Motion passed (4 - 2).*

*Yes: Evi Buell, Gratton Miller, Ian Montgomery, John Anderson.*

*No: Stefan Beck, Tera Hooiman.*

## II. NEW BUSINESS

### A. PUBLIC HEARING

1. Review, consideration and possible recommendation to City Council for Rezone No. 3-19, filed by John and See Lambert as Trustees of the Lambert Family Trust, for a change in zoning from R (Single-Family and Multi-Family Residential) to RO (Residential Office) Zoning District, approximately 0.14 acres of property, and matters related thereto. **FOR POSSIBLE ACTION**

The subject property is generally located on the north corner of the intersection of 6<sup>th</sup> Street and Pine Street. (603 Pine Street - APN 001-231-009)

John Lambert explained that the property is located at 603 Pine Street. In 1991 this property, a beautiful old Victorian home, was developed by Eric Easterly as a professional office. The Conditional Use Permit that was given to it at the time was for two attorneys and staff. That is a very restrictive Conditional Use Permit. Mr. Lambert said he had been leasing out the building for some time, but that was not going to continue. There is no market for two attorneys to buy a piece of property, which was the problem Mr. Lambert came to City Staff with. After some assistance from staff and Robert Morley, Mr. Lambert has made applications for a Variance, Rezone, and Conditional Use Permit. As he understood, there would be no new demands on the property.

Alex Holton, 590 6<sup>th</sup> Street, said he was here for his neighbors, Everett and Loretta Hopkins. Their residence abuts the subject property. They sent in a letter for the Planning Commission. Mr. Holton said that they had no problem with the rezoning, they just have problems with the parking. They were wondering if there could be a sign posted as a stipulation. Their driveway does look like parking for the office, because there is no setback.

Robert Finely, 555 Pine Street, wanted to direct his comments after he heard what staff had to say.

Ms. Laughlin went over City of Elko Staff Report dated July 15, 2019. Staff recommended approval with the conditions and findings in the staff report.

Mr. Thibault recommended approval, pending approval of the variance.



City of Elko  
Planning Department  
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## Memorandum

To: Elko Planning Commission  
From: Cathy Laughlin – City Planner  
Date: July 26, 2019  
Meeting Date: Tuesday, August 6, 2016

RE: CUP 5-19 Bailey & Associates

### Agenda Item:

1. Review, consideration, and possible action on Conditional Use Permit No. 5-19, filed by Bailey & Associates, LLC, to designate APN 001-926-111 as a RMH-1 district for occupancy of mobile homes on rented or leased sites in mobile home parks, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission tabled the agenda item at their meeting July 2, 2019. There were a list of deficiencies that needed to be included with the application in order to consider it a complete application. Since that meeting, Bailey & Associates has included answers to questions staff had regarding the application as well as the following new items:

- Revised site plan showing the preliminary landscaping proposed for the project including the fence to screen the property, landscaping and pavilion in the proposed park, and trees included along the perimeter fence.
- Design for the proposed signage for the park. The sign location is also noted on the site plan.
- The site plan includes the plan view location of the solid view screening decorative fence. Also, a copy of the proposed decorative fencing (vinyl) and an elevation showing the fencing in conjunction with the proposed trees located along the perimeter of the fence as shown on the site plan.
- There are no non-mobile home facilities/offices planned with this project.
- A detail of the trash enclosure.
- There are no other non-mobile home structures planned with this project.



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## **CITY OF ELKO STAFF REPORT**

<b>MEMO DATE:</b>	<b>June 18, 2019</b>
<b>PLANNING COMMISSION DATE:</b>	<b>July 2, 2019</b>
<b>AGENDA ITEM NUMBER:</b>	<b>I.A.3</b>
<b>APPLICATION NUMBER:</b>	<b>Conditional Use Permit 5-19</b>
<b>APPLICANT:</b>	<b>Bailey &amp; Associates LLC.</b>
<b>PROJECT DESCRIPTION:</b>	<b>Terminus of Daisy Drive and Primrose Ln.</b>

The property owner is proposing a mobile home park on the RMH zoned property. The property doesn't have a specific designation of RMH-1 and therefore the CUP is required to designate the zoning RMH-1.



### **STAFF RECOMMENDATION:**

RECOMMEND **DENIAL**, subject to findings of facts as stated in this report.

## **PROJECT INFORMATION**

**PARCEL NUMBER:** 001-926-111

**PROPERTY SIZE:** 7.31 acres

**EXISTING ZONING:** RMH – Residential Mobile Home

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

**EXISTING LAND USE:** Undeveloped

### **NEIGHBORHOOD CHARACTERISTICS:**

The property is surrounded by developed land to the south with both RMH-1 and RMH-3, Residential Mobile Home 1 & 3, LI- Light Industrial undeveloped land to the west, GI- General Industrial developed land to the east and Elko County property to the north which is developed as residential.

### **PROPERTY CHARACTERISTICS:**

The property is currently undeveloped.  
The property has generally moderate slope.  
The property will be accessed from Primrose Lane and Daisy Drive.  
The property is not in the floodway and flood zone.

### **APPLICABLE MASTER PLANS 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 Code 3-2-3 General Provisions
- City of Elko Code 3-2-4 Establishment of Zoning Districts
- City of Elko Code 3-2-17 Traffic, Access, Parking and Loading Regulations
- City of Elko Code 3-2-18 Conditional Use Permits
- City of Elko Code 3-5 Mobile Home Parks, Mobile Home, Manufactured Home Subdivisions and Recreational Vehicle Parks
- City of Elko Code 3-8 Flood Plain Management

### **Background Information**

- The application for the Conditional Use Permit (CUP) was filed as required under City Code 3-5-1.
- The area is currently zoned RMH, Residential Mobile Home.
- The area is located at the terminus of Daisy Drive and Primrose Lane

- The proposed area was previously approved a CUP 4-96 for a designation of RMH-2 for a mobile home subdivision. This approval was in conjunction with the Tentative Map 4-96 for Phase 1.
- A Tentative Map 4-96 was approved by City Council for Phase 1, on June 11, 1996. The conditions set by Planning Commission stated that all mobile/manufactured home dwelling units constructed within the subdivision shall be placed on permanent foundations. The CUP 4-96 qualified the approval as an RMH-2 subdivision. The subject parcel in the proposed CUP was not included in the Final Map approved in 1996. The only properties developed with that approval were those along Primrose Lane to Larkspur Ct.
- A new Tentative Map 3-14 was approved by City Council for Phase 2 (Daisy Drive) and Phase 3 (subject parcel) on May 27, 2014.
- A Final Map was approved by City Council for Phase 2 on June 10, 2014. Phase 2 was constructed and final acceptance by City Council on October 28, 2014. The Final Map for Phase 2 was recorded on 10/30/2014. The Final Map for Phase 3 was not recorded in accordance with the NRS and all proceedings and approvals for the subdivision have expired.
- The property is not located in the Redevelopment Area.

## **MASTER PLAN**

### **Land Use**

1. Land Use is shown as Medium Density Residential.
2. Supporting zone districts for Medium Density Residential are Single Family/Multi Family (R), Single Family (R1), Two Family (R2), Planned Unit Development (PUD), Residential Office (RO), Residential Business (RB), Mobile Home Subdivision (RMH-2), and Manufactured Home Subdivision (RMH-3).
3. RMH – Mobile Home Residential is a supporting zone district for the Residential High Density which are densities of nine (9) units per acre or greater. The proposed development consists of 44 units which would be a density of 6.01 units per acre. The proposed density is consistent with the Residential Medium Density designation of 4-8 units per acre.
4. High Density Residential is the City's most intensive residential land use designation. This classification is intended for multiple-family homes and multistory dwellings in addition to single-family residences. This land use category serves as a transitional land use between medium-density residential, and commercial or industrial uses. High density residential is also appropriate along major transportation corridors, in the downtown core and near neighborhood centers.
5. Uses of land must comply with the Elko City Code, and must be compatible with, and not frustrate, this Master Plan's goals and policies.
6. Objective 1: Promote a diverse mix of housing options to meet the needs of a variety of lifestyles, incomes, and age groups.
7. 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.
8. Although the proposed development meets Objectives 1 and 8, the Master Plan doesn't address location of development in the objectives.

The proposed RMH-1 is not in conformance with the Master Plan. The proposed development is in conformance with the Land Use Component of the Master Plan based on meeting Objectives 1 & 8 and is consistent with the density requirements of Medium Density Residential. The proposed development is not in conformance with the Land Use Component as RMH is listed as a corresponding zoning district for High Density Residential. The proposed development does not meet the density requirements for High Density Residential. Additionally, we are placing a high density use between city medium density and very low density in the county which is in inconsistent with the Transportation component of the Master Plan.

### **Transportation**

1. The area will be accessed from Primrose Lane and Daisy Drive.
2. Primrose Lane and Daisy Drive are not classified in the Transportation Component, but would function as a Residential Local Street.
3. With 100% occupancy, the proposed development is expected to generate approximately 421 Average Daily Trips based on 9.57 trips/townhome (Source ITE trip Generation, 8th Edition). Ingress/Egress to the subdivision will be split between Daisy Drive and Primrose Lane. The previously approved Tentative Map showed 30 dwelling units which would generate approximately 287 average daily trips. The proposed development results in an increase of 133 average daily trips. High density residential is appropriate along major transportation corridors.

The Transportation Component of the Master Plan states that concentrations of high density residential development should be provided along a minor arterial route. The proposed development is not in conformance with the Transportation component of the Master Plan.

### **ELKO WELLHEAD PROTECTION PLAN**

- A portion of the property is located within the 30-year capture zone for City of Elko well.
- The proposed development would be connected to the City's programmed sanitary sewer system.

The proposed development under the conditional use permit and resultant land use is in conformance with wellhead protection plan.

### **SECTION 3-2-3 GENERAL PROVISIONS**

- Section 3-2-3 (C) 1 of City code specifies use restrictions. The following use restrictions shall apply.
  1. Principal Uses: Only those uses and groups of uses specifically designated as "principal uses permitted" in zoning district regulations shall be permitted as principal uses; all other uses shall be prohibited as principal uses
  2. Conditional Uses: Certain specified uses designated as "conditional uses permitted" may be permitted as principal uses subject to special conditions of location, design, construction, operation and maintenance hereinafter specified in this chapter or imposed by the planning commission or city council.
  3. Accessory Uses: Uses normally accessory and incidental to permitted principal or conditional uses may be permitted as hereinafter specified.

Other uses may apply under certain conditions with application to the City.

- Section 3-2-3(D) states that “No land may be used or structure erected where the land is held by the planning commission to be unsuitable for such use or structure by reason of flooding, concentrated runoff, inadequate drainage, adverse soil or rock formation, extreme topography, low bearing strength, erosion susceptibility, or any other features likely to be harmful to the health, safety and general welfare of the community. The planning commission, in applying the provisions of this section, shall state in writing the particular facts upon which its conclusions are based. The applicant shall have the right to present evidence contesting such determination to the city council if he or she so desires, whereupon the city council may affirm, modify or withdraw the determination of unsuitability.”

The proposed designation of RMH-1 is required to have an approval as a conditional use as required in ECC 3-5-1. Planning Commission is to determine that the proposed designation is in conformance with 3-2-3(D) and is a suitable use for the land.

### **SECTION 3-2-4 ESTABLISHMENT OF ZONING DISTRICTS**

1. Section 3-2-4(B) Required Conformity To District Regulations: The regulations set forth in this chapter for each zoning district shall be minimum regulations and shall apply uniformly to each class or kind of structure or land, except as provided in this subsection.
2. Section 3-2-4(B)(4) stipulates that no yard or lot existing on the effective date hereof shall be reduced in dimension or area below the minimum requirements set forth in this title.

The proposed use is in conformance with Elko City Code 3-2-4.

### **SECTION 3-2-17 TRAFFIC, ACCESS, PARKING AND LOADING REGULATIONS**

- Conformance with this section is required. Off street parking will be required to comply with 3-2-17 as the property develops.

The proposed use conforms to section 3-2-17 of Elko city code.

### **SECTION 3-2-18 CONDITIONAL USE PERMITS**

General Regulations:

1. Certain uses of land within designated zoning districts shall be permitted as principal uses only upon issuance of a conditional use permit. Subject to the requirements of this chapter, other applicable chapters, and where applicable to additional standards established by the Planning Commission, or the City Council, a conditional use permit for such uses may be issued.
2. Every conditional use permit issued, including a permit for a mobile home park, shall automatically lapse and be of no effect one (1) year from the date of its issue unless the permit holder is actively engaged in developing the specific property to the use for which the permit was issued.
3. Every conditional use permit issued shall be personal to the permittee and applicable only to the specific use and to the specific property for which it is issued. However, the Planning Commission may approve the transfer of the conditional use permit to another owner. Upon issuance of an occupancy permit for the conditional use, signifying that all zoning and site development requirements imposed in connection with the permit have been satisfied, the conditional use permit shall thereafter be transferable and shall run with

the land, whereupon the maintenance or special conditions imposed by the permit, as well as compliance with other provisions of the zoning district, shall be the responsibility of the property owner.

4. Conditional use permits shall be reviewed from time to time by City personnel. Conditional use permits may be formally reviewed by the Planning Commission. In the event that any or all of the conditions of the permit or this chapter are not adhered to, the conditional use permit will be subject to revocation.

### **SECTION 3-5 MOBILE HOME PARKS, MOBILE HOME, MANUFACTURED HOME SUBDIVISIONS AND RECREATIONAL VEHICLE PARKS**

3-5-1: Intent: Within selected geographical areas that are designated for mobile homes on the city general plan map, adopted by the city council on January 15, 1974, or zoned RMH on the zoning map, the city council, through conditional use permits, after review by the planning commission, may regulate by districting, the proposed mobile home residential use, manufactured home residential use, and recreational vehicle parks. When such districts are designated, the provisions of this chapter shall prevail over any requirements underlying by virtue of the zoning previously adopted.

3-5-2: Districts:

RMH-1: Areas suitable for development, placement and occupancy of mobile homes for residential purposes on rented or leased sites in mobile home parks.

3-5-3: Definitions:

MOBILE HOME PARK: A parcel or tract of land having as its principal use the rental, leasing or occupancy of space by mobile homes on a permanent or semipermanent basis, including accessory buildings or uses customarily incidental thereto.

3-5-4: Uses Permitted and Minimum Standards: A. Uses Permitted:

#### **Accessory buildings**

Community recreation buildings and facilities, laundry, car wash, boat or storage facilities serving the mobile home or RV park; provided, however, that the architectural design of all non-mobile home structures shall be subject to approval by the planning commission prior to issuance of any conditional use permit, and all applicable state and city requirements.

*The developer is not proposing any community recreation buildings or facilities.*

Management offices (RMH-1 and RMH-4 only). One or more single-family dwellings or mobile homes used exclusively for office and living quarters by the operator or manager of the mobile home or RV park. The architectural design of a non-mobile home office shall be subject to approval by the planning commission prior to the issuance of any conditional use permit.

*The developer is not proposing any management office on site.*

Mobile homes, manufactured homes, RVs. One mobile home, manufactured home or RV per space, including doublewide or expandable mobile home units.

#### **Residential uses**

- B. Standards For Development; Requirement:
  1. Minimum Overall Area:

- a. RMH-1: Two (2) acres;

*The proposed parcel area is 7.31 acres and meets the requirement of two (2) acres.*

3. Maximum Building Height: The height of any building shall in no manner be such as to create a nuisance or safety hazard for air traffic into and about the Elko Municipal Airport.

*The development will be required to comply with the maximum building height.*

3. Minimum Net Space Area: Minimum net space area for each mobile home, RV or manufactured home:

- a. RMH-1: Four thousand (4,000) square feet;

*The proposed development meets the minimum net space area of 4,000 square feet.*

4. Minimum Frontage Width: Minimum mobile home, RV or manufactured home space frontage width:

- a. RMH-1: Forty feet (40');

*The proposed area is 7.31 acres and meets the requirement of two (2) acres.*

5. Minimum Setback, Public Street: Minimum setback of any building, mobile home, RV or manufactured home from a bordering public street line is fifteen feet (15'), except that garages and carports shall be set back twenty feet (20') from the front lot line.

*Setbacks are shown on the proposed plan and the developer will be required to comply with setbacks with the placement of each mobile home..*

6. Minimum Setback, Internal Street: Minimum setback from internal street in mobile home parks is twelve feet (12'), except that garages and carports shall be set back twenty feet (20') from the front lot line.

*Setbacks are shown on the proposed plan and the developer will be required to comply with setbacks with the placement of each mobile home..*

7. Minimum Side, Rear Setbacks, Separations: Minimum side and rear setbacks or separation for each mobile home, RV or manufactured home lot, where such side and rear does not border on public or internal streets:

- a. RMH-1: Five feet (5') from space side line; seven and one-half feet (7 1/2') from space rear line.

*Setbacks are shown on the proposed plan and the developer will be required to comply with setbacks with the placement of each mobile home..*

1. Expandable Sections, Separation Requirements: Expandable sections of a mobile home, manufactured home or RV shall be considered a part of the mobile home, RV or manufactured home proper for setback or separation requirements.

*The developer is proposing mobile homes and not RV's so this section of code does not apply.*

9. Underground Utilities: All utilities shall be placed underground.

*The developer will provide the necessary information in the site construction plans.*

10. Other Statutes And Regulations Applicable: Where applicable, all site preparation, construction, mobile home, RV and manufactured home installation, utility connections and occupancy shall be in accordance with the requirements of the Nevada statutes and regulations of this code and ordinances.

*The developer will provide the necessary information in the site construction plans.*

C. Transportation Systems Requirements

1. Access; Alignment And Grading Of Streets: All mobile home, RV or manufactured home spaces shall be provided with safe and convenient vehicular access from public or private streets. Alignment and grading of streets shall be properly adapted to topography.

*The developer is proposing a private street through the mobile home park with a public utility easement. The developer will provide the necessary information on the street construction and grading in the site construction plans.*

2. Street Surfacing: All streets shall have a paved all weather surface approved by the city engineer and drained in a manner approved by the city engineer.

*The developer will provide the necessary information in the site construction plans.*

3. Paved Curb Section: All streets shall have a paved, back of curb to back of curb section not less than:
  - a. RMH-1: Forty two feet (42') in width;

*The developer is proposing 42' in width back of curb to back of curb section.*

4. Curb/Gutter Sections; Sidewalk: All streets shall require curb/gutter sections on both sides and have a five foot (5') paved sidewalk:
  - a. RMH-1: At least one side of street;

*The developer is proposing required curb/gutter sections on both sides of the street and 5' sidewalks on both sides of the street.*

5. Off Street Parking: A minimum of two (2) off street parking spaces per mobile home or manufactured home space shall be required.

*The developer is proposing adequate off street parking spaces for each mobile home.*

6. Emergency Vehicular Access: In all districts, adequate provisions for emergency vehicular access during inclement weather shall be provided on internal streets.

*The developer is proposing adequate emergency vehicular access throughout the mobile home park.*

2. Storm Drainage: Adequate storm drainage shall be provided and shall be reviewed by the city engineer for his approval.

*The developer will provide the necessary information in the site construction plans.*

3. Signs And Lighting: All streets shall be properly signed and lighted. Lighting systems to be approved by the city engineer.

*The developer will provide the necessary information in the site construction plans.*

D. General Requirements:

1. Paving: All vehicle parking spaces and driveways shall be paved with a hard surface material.

*The developer will provide the necessary information in the site construction plans.*

2. Recreation Or Open Space Area: The planning commission shall require mobile home and RV parks to have at least one recreation area or usable open space accessible from all spaces, the cumulative size of which recreation area shall not be less than:

*The developer is proposing one recreational area within the mobile home park.*

a. A minimum of two hundred (200) square feet of outdoor recreation area per mobile home space or fifty (50) square feet per RV site shall be provided, exclusive of required yards or setback area. The minimum size for any single outdoor recreation area shall be two thousand four hundred (2,400) square feet in mobile home parks and one thousand two hundred (1,200) square feet in RV parks, with a minimum width of twenty four feet (24').

*The developer is proposing one 8,800 sq. ft. recreational area within the mobile home park. 44 spaces at 200 sq. ft. per mobile home would result in 8,800 sq. ft. required.*

b. Parks catering to family use shall provide larger recreation areas and adequate playgrounds. A minimum of three hundred (300) square feet of outdoor recreation area per mobile home space or seventy five (75) square feet per RV site shall be provided, exclusive of required yards or setback areas. All recreation areas and landscaping plans shall be approved prior to issuance of a conditional use permit by the planning commission.

3. Pedestrianways: When included as additions to required sidewalks, pedestrianways shall have a minimum width of four feet (4') and shall be surfaced in concrete or hard surface material.

*The developer is not proposing any pedestrianways and it doesn't appear one would be required.*

4. Water Supply: An accessible, adequate, safe and potable supply of water for domestic purposes shall be provided to each mobile home or manufactured home space or lot and RV site, and proof of the same shall be provided to the planning commission before approval of any conditional use permit. Such supply of water shall be in conformance with any applicable Nevada statutes and regulations and city ordinances, and furnished through a pipe distribution system directly connected to the city water service.

*The developer is proposing connections to the City of Elko water service and meters at each mobile home site.*

5. Sewerage Facilities: An adequate and safe sewer system shall be provided to each mobile home, manufactured home or RV space, lot or site. Such sewer system shall be in

conformance with any applicable Nevada statutes and regulations and city ordinances, and directly connected through a pipe collection system to the city sewer facilities.

*The developer is proposing connections to the City of Elko sewer service at each mobile home site.*

6. Refuse And Garbage: Storage, collection and disposal of garbage and refuse shall be in conformance with any applicable Nevada statutes and regulations and city ordinances. In mobile home and RV parks, one metal dumpster with lid per twenty five (25) spaces located no more than one hundred fifty feet (150') from mobile home lots and RV sites shall be required.

*The developer is proposing two locations of trash collection for the park.*

7. Fuel Supply And Storage: Installation of liquid petroleum gas or fuel oil containers within a mobile home or manufactured home subdivision or mobile home or RV park shall be in conformance with any applicable Nevada statutes and city ordinances.
8. Fire Protection: In every mobile home or RV park, mobile home subdivision or manufactured home subdivision, fire hydrants shall be installed as may be required by the fire department.

*The developer is proposing fire hydrants and will be reviewed by the Fire Marshal with the submittal of the site construction plans.*

9. Tie Downs: Tie downs for all mobile homes shall be provided in accordance with state fire marshal regulations and applicable Nevada statutes and regulations. Tie downs shall not be required on RV sites.

10. Skirting:

- a. Skirting shall be of durable materials suitable for exterior exposures, and be installed in accordance with the manufacturer's installation instructions. It shall be secured, as necessary, to assure stability, to minimize vibrations, to minimize susceptibility to wind damage and to compensate for possible frost heave.
  - b. If combustion air for heat producing appliance is taken from within the under floor area, ventilation shall be adequate to assure proper operation of the appliances.
  - c. Use of combustible material (such as hay, straw, cardboard, etc.) shall be prohibited.
11. Fences: Mobile home and RV parks adjacent to residential zones shall be fenced with a solid view screening decorative fence not more than six feet (6') nor less than three feet (3') in height around the entire boundary of the park. However, no such fence over three feet (3') in height shall be allowed within thirty feet (30') of the intersection of any two (2) streets. The design and construction materials of said fence shall be subject to approval by the planning commission prior to the issuance of any conditional use permit. (RMH-1 and RMH-4 districts only.)

*The developer is proposing to provide fencing along the property lines adjacent to the RMH-3 properties.*

12. Floodplain: No mobile home or manufactured home subdivision, mobile home or RV park which is proposed to be constructed below the 100-year floodplain elevation of the Humboldt River and other drainage as defined by the U.S. army corps of engineers, shall be approved by the planning commission.

*The proposed mobile home park is not within a designated flood hazard area.*

13. Grading, Erosion Protections; Avoidance Of Visual Scars On Hillsides; Protection Of Underground Utility Lines: Whenever it may be necessary for the developer of a mobile home, manufactured home subdivision, mobile home or RV park to cut and fill, or to alter the contours of the land in any way, he shall comply with the provisions of the city building code.

*The developer will provide the necessary information in the site construction plans.*

14. Management: The holder of a valid city business license for the operation of a mobile home or RV park shall be responsible for compliance with this chapter and other applicable ordinances (e.g., section 5-1-1 of this code) or Nevada statutes and regulations. He/she shall maintain the mobile home or RV park in a neat, orderly and sanitary condition at all times. (RMH-1 and RMH-4 districts only.)

*The developer will be required to comply with this section of code as a condition of the conditional use permit.*

15. Signs: All signs for the mobile home or RV park, including the height, size, location, appearance and illumination of such signs, shall be subject to approval of the planning commission prior to the issuance of any conditional use permit. No signs will be installed without approval of said sign by the planning commission. The applicant shall submit a plan showing the locations of such signs and architectural elevations showing the heights, shapes, size and manner of illumination of the signs. (RMH-1 and RMH-4 districts only.)

*The developer has proposed a location for a sign but has not provided any information regarding the size or architectural elevations.*

16. Landscaping: Exposed ground surfaces in the park shall be covered with stone, screening or other materials or protected with a vegetative growth in a well kept manner, either of which is capable of preventing soil erosion and eliminating objectionable dust. (RMH-1 and RMH-4 districts only.)

*The developer will be required to comply with this section of code as a condition of the conditional use permit.*

17. Plan: A copy of the final approved plan for the mobile home or RV park shall be conspicuously posted on the site near office, or as designated by the fire department and the license holder shall be responsible for maintenance of the park as per the final approved plan thereafter. (RMH-1 and RMH-4 districts only.)

*The developer will be required to comply with this section of code as a condition of the conditional use permit.*

18. Space Numbering: All spaces shall be numbered, and such number shall be posted in a place clearly visible and conspicuous from the internal street. (RMH-1 and RMH-4 districts only.)

*The developer will be required to comply with this section of code as a condition of the conditional use permit.*

19. Electrical: All mobile home parks shall comply with the national electrical code, article 550, part B. All recreational vehicle parks shall comply with the national electrical code, article 551, part B.

*The developer will be required to comply with this section of code.*

20. Public Telephone: At least one public telephone is required for a mobile home or RV park.

*Staff feels that this requirement is dated and would not be required.*

21. Dump Stations: Permitted dump stations in RV parks shall meet all applicable Nevada statutes and regulations and city requirements.

*RV's will not be allowed in the mobile home park and therefore this section of code is not applicable.*

22. Fuel Cylinders: No extra or empty fuel cylinders are allowed to be stored on RV sites. Fuel cylinders being used shall comply with the latest edition of NFPA 58 (standard for the storage and handling of liquified petroleum gases).

*RV's will not be allowed in the mobile home park and therefore this section of code is not applicable.*

23. Other Requirements: Where this code does not address a particular problem, the use of the latest edition of NFPA 501A (manufactured home installations, sites and communities), 501D (recreational vehicle parks and campgrounds) and 501C (fire safety criteria for recreational vehicles) will be used. Wherever 501A, 501D and 501C and this code differ, the requirements which are more stringent shall apply.

## **SECTION 3-8 FLOOD PLAIN MANAGEMENT**

1. The parcel is not located within a designated flood plain.

## **FINDINGS**

1. The proposed development is not in conformance with the Land Use component of the Master Plan.
2. The Transportation Component of the Master Plan states that concentrations of high density residential development should be provided along a minor arterial route.
3. The proposed development is not in conformance with the existing transportation infrastructure and the Transportation component of the Master Plan
4. The proposed development is in conformance with the City Wellhead Protection Program.
5. The proposed use is not consistent with surrounding land uses as a transitional use between low density in the County and medium density in the City.
6. The proposed use is in conformance with City Code 3-5 Residential Mobile Home with the approval of the Condition Use Permit

7. The proposed development is in conformance with 3-2-3, 3-2-4, 3-2-17, 3-8 and 3-2-18 of the Elko City Code.
8. The prior approval of CUP 4-96 designated the parcel as RMH-2, mobile home subdivision.
9. The proposed parcel had prior approval of Tentative Map 3-14 for Cedar Estates Subdivision for an RMH-3 manufactured home subdivision.

#### **STAFF RECOMMENDATION:**

Development Department recommends **DENIAL** of CUP 4-19 based on the following facts:

1. Proposed designation of RMH1 does not conform to the Master Plan.
  - a. Per Land Use page 17, RMH1 is considered a high-density residential use. The site is designated as Medium-Density Residential. The Master Plan does not distinguish based on number of units so whether there are 2 units or 150 units, it is considered high-density.
  - b. Land Use page 24 states that high-density residential uses should be located on major arterials or collectors. Access to this site is via residential local streets. Other mobile home parks in town (Panorama and Bullion) all have direct access to collector streets and would comply with this section of the Master Plan.
  - c. Transportation page 26 discusses the need to protect and enhance existing neighborhoods by reducing regional traffic on residential local streets. This project, by its commercial nature, would most likely increase traffic beyond what would occur if the property were developed at an RMH3 level.
  - d. Transportation page 26 also mentions that residential local streets are designed to be pedestrian friendly. The movement of mobile homes down these streets would pose a danger to the health, safety, and welfare of the existing residents and potentially interfere with their right to enjoy their property.
2. The property was designated as RMH3 with the approval of a previous Planning Commission and Council action. RMH3 is considered a sub-classification of zoning and should be thought of the same way as any other Tentative Map with a Zone Change. The expiration of a Map does not revert the zoning back to the previous category.

Engineering Department recommends **DENIAL** of CUP 4-19 based on the following facts:

1. Recommend the previously approved district of RMH-3 is maintained.

Public Works Department recommends **DENIAL** of CUP 4-19 based on the following facts:

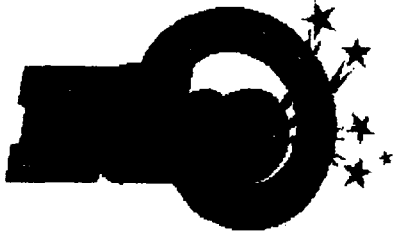
1. Concerns running traffic through residential neighborhoods to a mobile home park.

If Planning Commission recommends **APPROVAL** of CUP 4-19 it should be **TABLED** until a complete application is submitted:

The deficiencies in the application are:

1. Landscaping plan, details and information

2. All signs for the mobile home or RV park, including the height, size, location, appearance and illumination of such signs, shall be subject to approval of the planning commission prior to the issuance of any conditional use permit.
3. Mobile home and RV parks adjacent to residential zones shall be fenced with a solid view screening decorative fence not more than six feet (6') nor less than three feet (3') in height around the entire boundary of the park. However, no such fence over three feet (3') in height shall be allowed within thirty feet (30') of the intersection of any two (2) streets. The design and construction materials of said fence shall be subject to approval by the planning commission prior to the issuance of any conditional use permit.
4. The architectural design of a non-mobile home office shall be subject to approval by the planning commission prior to the issuance of any conditional use permit.
5. The architectural design of all non-mobile home structures shall be subject to approval by the planning commission prior to issuance of any conditional use permit.



## CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue \* Elko \* Nevada \* 89801

(775) 777-7160 phone \* (775) 777-7219 fax

### APPLICATION FOR CONDITIONAL USE PERMIT APPROVAL

<b>APPLICANT(s):</b> Bailey & Associates LLC	
(Applicant must be the owner or lessee of the <b>proposed</b> structure or use.)	
<b>MAILING ADDRESS:</b> 780 W Silver St, Elko, NV 89801	
<b>PHONE NO. (Home):</b> 775-777-7773	<b>(Business):</b> 775-777-7773
<b>NAME OF PROPERTY OWNER (If different):</b> Bailey & Associates LLC	
(Property owner's consent in writing must be provided.)	
<b>MAILING ADDRESS:</b> Same	
<b>LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):</b>	
<b>ASSESSOR'S PARCEL NO.:</b> 001926111	<b>Address:</b> 0 DAISY DRIVE
<b>Lot(s), Block(s), &amp; Subdivision:</b> LOT 13, BLOCK 34N, RANGE 55 E	
<b>Or Parcel(s) &amp; File No.:</b> UNIT 2 PARCEL MAP 691815	

#### 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 1<sup>st</sup> Tuesday of every month). ✓

**Fee:** A \$750.00 non-refundable fee. ✓

**Plot Plan:** A plot plan provided by a properly licensed surveyor depicting the proposed conditional use permit site drawn to scale showing property lines, existing and proposed buildings, building setbacks, distances between buildings, parking and loading areas, driveways and other pertinent information that shows the use will be compliant with Elko City Code. ✓

**Elevation Plan:** Elevation profiles including architectural finishes of all proposed structures or alterations in sufficient detail to explain the nature of the request. *NOT APPLICABLE LOTS ONLY*

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

**Other Information:** The applicant is encouraged to submit other information and documentation to support this conditional use permit application.

RECEIVED

1. Current zoning of the property: ZRMH
2. Cite the provision of the Zoning Ordinance for which the Conditional Use Permit is required:  
SECTION 3-5-1 REQUIRES CUP TO SPECIFY DISTRICTING. APPLICANT REQUESTS DISTRICTING FOR PARCEL APN 001926111 AS ZRMH RMH1
3. Explain in detail the type and nature of the use proposed on the property:   
THE PROPERTY IS ZONED ZRMH WITH THE INTENT TO DEVELOP IT AS AN RMH1 DISTRICT TO ALLOW FOR LEASE OF MANUFACTURED HOME LOTS. THE PROPOSED DEVELOPMENT INCLUDES AN AREA FOR A COMMON PARK, PRIVATE ROADWAY IMPROVEMENTS, AND COMMUNITY CCR's TO PROVIDE ENDURING QUALITY OF THE PROJECT INCLUDING RESTRICTIONS AND MAINTENANCE STANDARDS FOR THE DEVELOPMENT. THE PROJECT INCLUDES PAVED PRIVATE ROADWAYS WITH CONCRETE PAVED WALKWAYS ON EACH SIDE OPEN SPACE AND INDIVIDUAL FENCED YARDS TO ENSURE THE PROJECT FEELS AND LOOKS LIKE INDIVIDUALLY OWNED LOTS. FENCING AND OTHER SITE IMPROVEMENTS WILL BE MAINTAINED BY THE PARK OWNER.
4. Explain how the use relates with other properties and uses in the immediate area:   
THE SITE IS LOCATED IN THE VICINITY OF THE REGIONAL LANDFILL AND PRIOR DEVELOPMENT OF RHM3 DISTRICT HAS PROVEN EXTREMELY SLOW ABSORPTION. RMH1 DISTRICT IS IN KEEPING WITH OTHER DISTRICTING INCLUDING IMMEDIATELY TO THE WEST WITH THE SOUTHGATE PARK. THE RMH1 DISTRICT PROVIDES THE BEST USE OF LAND FOR THE PARCEL PROVIDED THE NEIGHBORING USES AND CHALLENGES OF THE AREA IN GENERAL. A PRIVATELY HELD PARK WITH CCR's WILL ENSURE AESTHETICS AND PROPERTY VALUES ARE MAINTAINED IN THE AREA. FENCING AND OTHER IMPROVEMENTS WILL BE IN KEEPING.
5. Describe any unique features or characteristics, e.g. lot configuration, storm drainage, soil conditions, erosion susceptibility, or general topography, which may affect the use of the property:   
THERE IS AN EXISTING RETENTION POND AT THE NORTHEAST CORNER OF THE PROJECT THAT WILL BE DEDICATED TO THE CITY AS PART OF THIS PROJECT. THE SITE TOPOGRAPHY, STORM DRAINAGE, AND OTHER PROPERTY FEATURES ARE CONDUCIVE WITH DEVELOPMENT
6. Describe the general suitability and adequacy of the property to accommodate the proposed use:   
THE SITE HAS TWO ACCESS POINTS PROVIDING FOR GOOD TRAFFIC FLOW AND INGRESS AND EGRESS FOR EMERGENCY VEHICLES. THE SURROUNDING PROPERTY USES ARE OF SIMILAR HOUSING AS PROPOSED.

7. Describe in detail the proposed development in terms of grading, excavation, terracing, drainage, etc.: ☐

THE PROPOSED SITE WILL INCLUDE GRADING TO MATCH IN WITH THE SURROUNDING STREET NETWORK AND EXISTING DEVELOPMENTS.

8. Describe the amounts and type of traffic likely to be generated by the proposed use: ☐

IT IS EXPECTED THAT THE SITE WILL GENERATE APPROXIMATELY 10 TRIPS PER UNIT PROPOSED OR A TOTAL OF 440 TOTAL DAILY TRIPS

9. Describe the means and adequacy of off-street parking, loading and unloading provided on the property: ☐

THE PROPOSED PROJECT PROVIDES FOR TWO OFFSTREET PARKING STALLS PER UNIT IN ADDITION TO A FULLY IMPROVED 42' PAVED PRIVATE DRIVEWAY.

10. Describe the type, dimensions and characteristics of any sign(s) being proposed: ☐

THE PROPOSED SIGNAGE IS FOR TRAFFIC CONTROL ONLY, SPEED LIMIT, AND STOP SIGNAGE

11. Identify any outside storage of goods, materials or equipment on the property: ☐

THE CCR'S WILL RESTRICT STORAGE OF GOODS AND OR MATERIALS OR VEHICLES OTHER THAN AS APPROVED BY THE PARK MANAGEMENT.

12. Identify any accessory buildings or structures associated with the proposed use on the property: ☐

IN ADDITION TO THE OFFSTREET PARKING THE PROJECT MAY INCLUDE CARPORTS, ENCLOSED STORAGE SHEDS AND OR GARAGES FOR THE UNITS.

**(Use additional pages if necessary to address questions 3 through 12)**

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

**Applicant / Agent**

**BAILEY & ASSOCIATES LLC**

(Please print or type)

**Mailing Address**

**780 W SILVER ST**

Street Address or P.O. Box

**ELKO, NV, 89801**

City, State, Zip Code

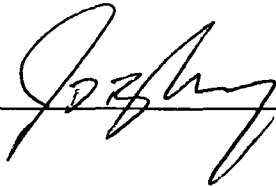
Phone Number:

**775-385-3659**

Email address:

**JBAILEYPE@GMAIL.COM**

**SIGNATURE:**



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**FOR OFFICE USE ONLY**

**File No.:** 5-19 **Date Filed:** 5/28/19 **Fee Paid:** \$ 750 **CK##** 31570

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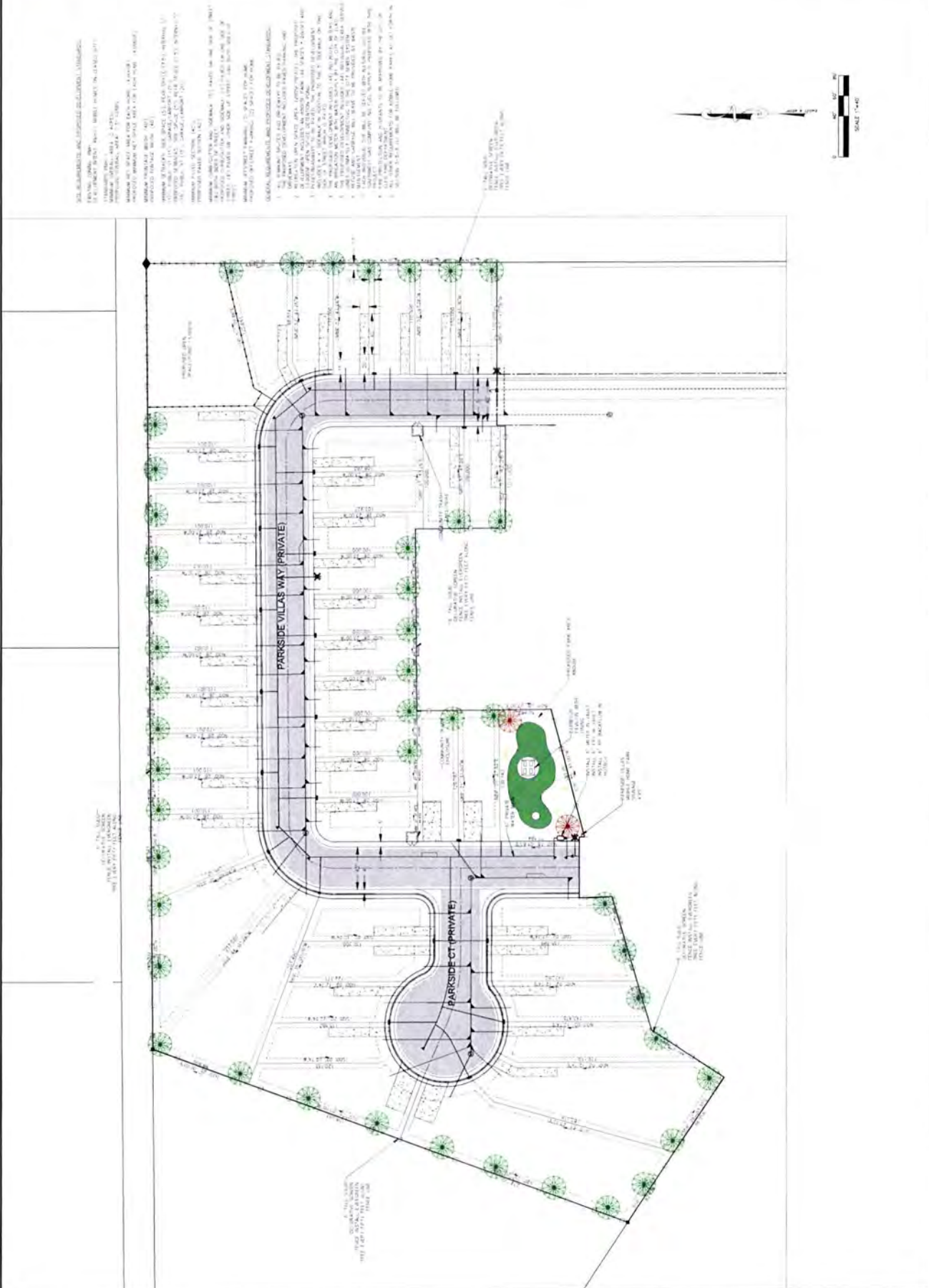
MAY 28 2019

Preliminary Draft Covenants, Conditions & Restrictions

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1. No building (addition or accessory), mobile home, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until the plans and specification showing the nature, kind, shape, height, floor plan, materials, location and approximate cost of such structure have been submitted to and approved in writing by the Company.
2. No signs or advertisement shall be displayed on leased lots, both inclusive, in said subdivision or private driveways except as designated by Company.
3. No boat, boat trailer, travel trailer or any similar property shall be stored in said mobile home park without the prior written approval of Company.
4. Company reserves the right to enter upon all leased lots, blocks or parcels to care for, cut grass, remove rubbish and keep all lots, blocks or parcels from creating an unsightly appearance and to charge the lessee of said lot, for the actual cost plus 10% for service performed in alleviating said unsightly appearance.
5. All mobile homes must have a minimum of 320 feet of floor area in the primary unit. They must have complete sanitary facilities, including, among others, a lavatory, wash basin, tub or shower, kitchen sink, and must be connected to sewerage outlets in conformity with state health requirements.
6. No television or radio antennae or satellite dishes may be erected in said subdivision except as designated by Company.
7. Household pets will be kept and cared for and not allowed to become a nuisance, and must be kept within the fencing of lessee's lot.
8. The failure by the Company to enforce any restrictions, conditions, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Company.

**SITE AND UTILITY PLAN  
PARKSIDE VILLAS MHP**



# DISPOSAL SERVICES

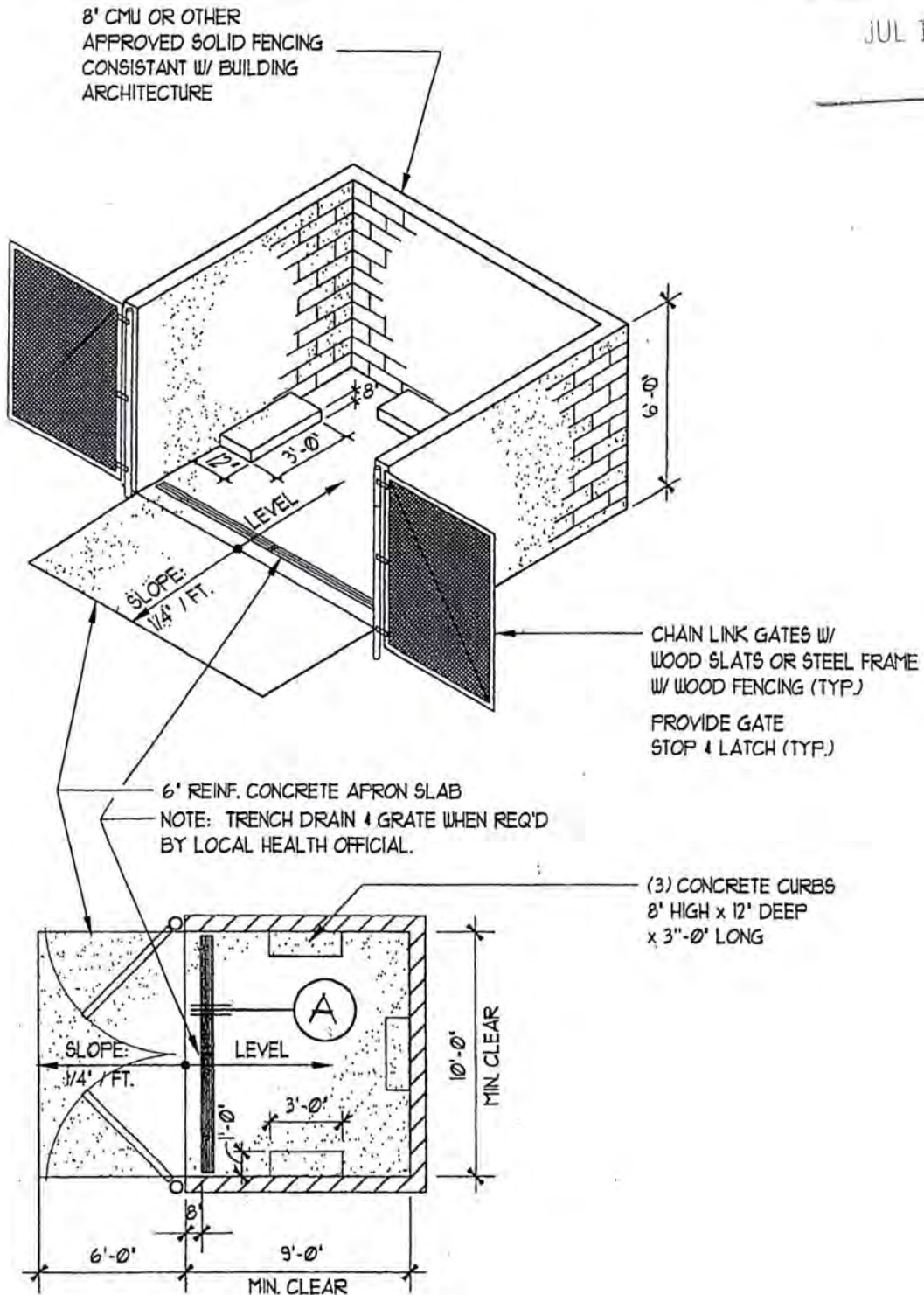
100 VASSAR ST.

RENO, NEVADA 89520

TELEPHONE: (775) 329-8822

RECEIVED

JUL 16 2019

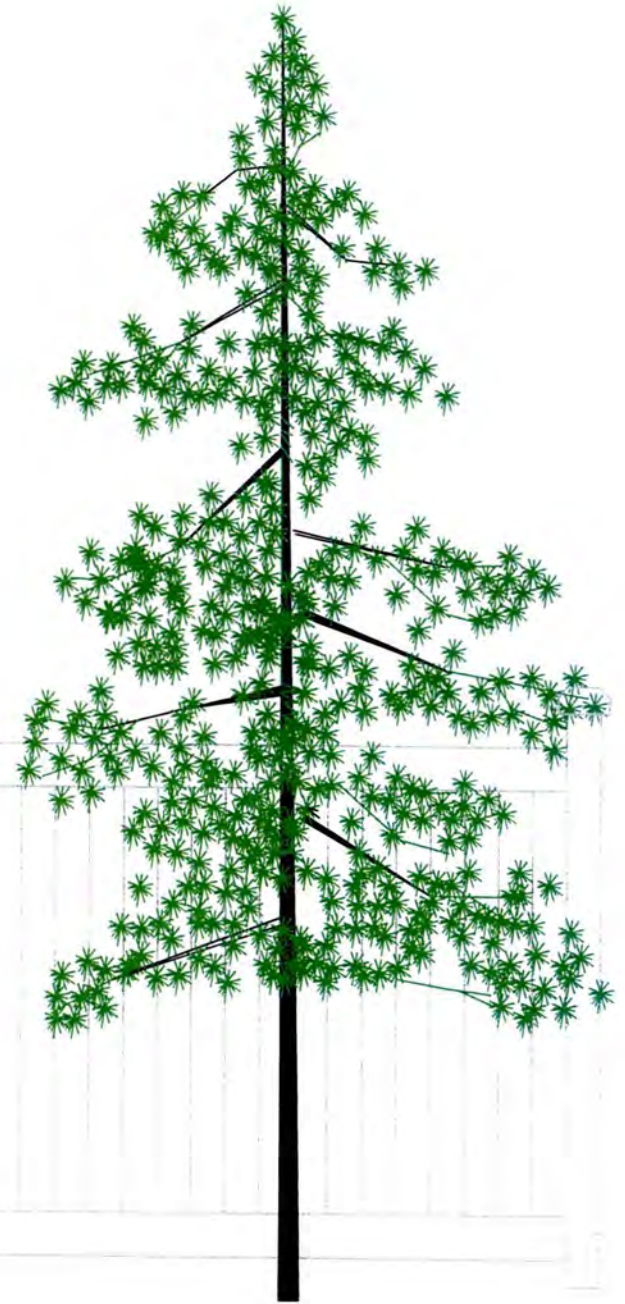
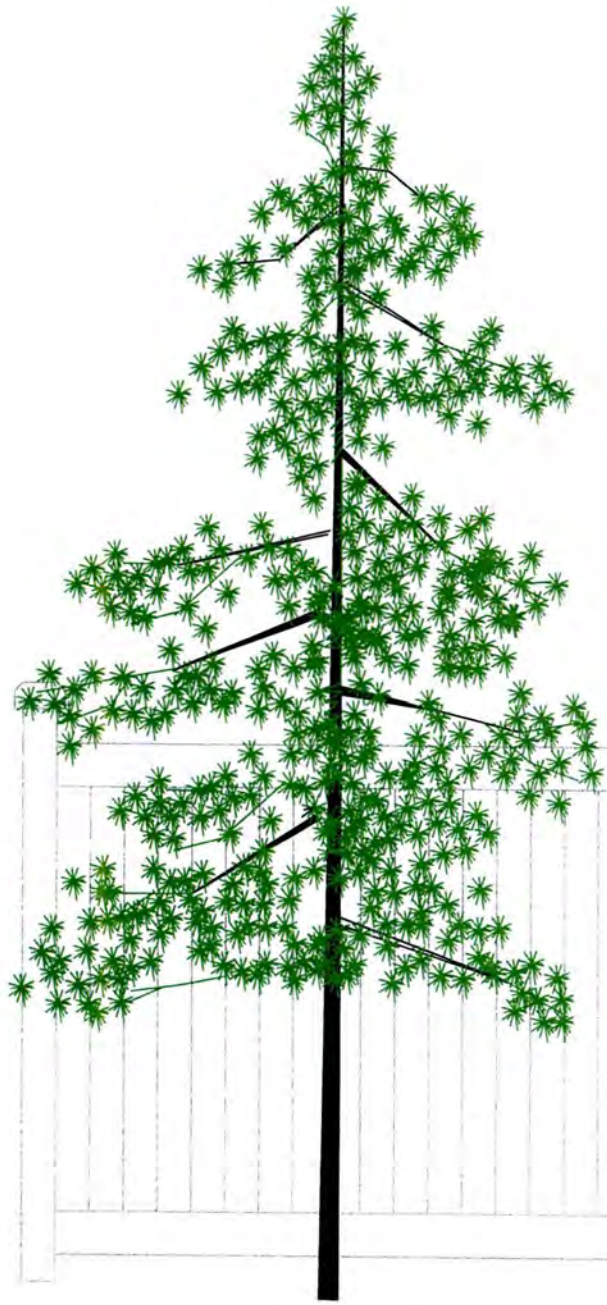


FRONT LOADER CONTAINER ENCLOSURE

REVISED 03.00

RECEIVED

JUL 16 2019



RECEIVED

AUG 05 2019

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To whom it may concern as well as the City of Elko Planning Commission,

I attended the previous meeting regarding APN 001-926-111 conditional use permit No. 5-19 in regards to Bailey and associates building a mobile home park at the end of Primrose Lane and connecting into Daisy Dr. This meeting was canceled due to lack of planning from Bailey and associates; this was an issue for me as I had to take time off of work to attend this meeting. I would like this permit stated above to be denied, the following are my reasons for denying said permit.

1. A park is proposed to be built behind my home, I do not want the traffic, noise, and possibility of drugs and alcohol coming through, with the addition of Daisy Dr. traffic has already increased both by added vehicles speeding through and unwanted foot traffic. I had to fence in my entire yard to keep people from walking through to access the new housing division. This is unnerving as a parent to let my children play outside not knowing who is in the neighborhood or that a car could come speeding down the road while they are riding their bicycles.
2. I lived with my parents at 1358 Primrose lane for 15 plus years. In this time growing up we never had to worry about going outside or down the street to check the mailbox. Cedar Estates has always been a good safe neighborhood well-kept and clean. Hence why I purchased my home in this neighborhood.
3. With the addition of a Mobile home park what is that going to do for my home's value I honestly don't see it helping out the value of my home or that of my neighbors.

To sum up my reasoning for denying the trailer park to be built, I bought my home to have a safe clean neighborhood to raise a family and so far Cedar Estates is providing that for me. I don't want my kids to witness the things I've seen both growing up in Southgate trailer park and living above it. I know that my statements above have no real concrete reasoning for not building a trailer park but my reasoning is personal and sincere. Please if the plans were to continue with manufactured homes and finish the Daisy Dr. around to connect to Primrose be my guest, but please do not build a trailer park behind my home, let Southgate Trailer park be the prime example of the future of what Baileys is trying to build.

Dakota and Alexis Hyde

2202 Larkspur Street

# Conditional Use Permit 5-19 Bailey + Associates, LLC - Appeal

YPNO	PANAME	PMADD1	PMADD2	PMCTST	PZIP
001926094	BAILEY, MICHELLE		1497 DAISY DR	ELKO NV	89801-5056
001926090	CASTANEDA-SALAS, ERNESTO		2208 LARKSPUR ST	ELKO NV	89801-8848
001926092	CASTRO, ALEJANDRO		2220 LARKSPUR ST	ELKO NV	89801-8848
001926097	CMH HOMES INC		5000 CLAYTON RD	MARYVILLE TN	37804-5550
001926099	COTA, JAKE A		665 BULLION RD SPC 5	ELKO NV	89801-4176
001926096	DAIGNEAULT, ERIC		1529 DAISY DR	ELKO NV	89801-5057
001920021	ELKO CITY OF		1755 COLLEGE AVE	ELKO NV	89801
001926110	ELKO CITY OF		1751 COLLEGE AVE	ELKO NV	89801-3401
001926068	ELTON, STEPHEN J		1362 PRIMROSE LN	ELKO NV	89801-8823
001926093	GONZALEZ, ABEL JR		2224 LARKSPUR ST	ELKO NV	89801
001926088	GREEN, NATASHA R		2219 LARKSPUR ST	ELKO NV	89801-8830
001926095	HAAS, BRANDON		1505 DAISY DR	ELKO NV	89801-5057
001926013	HACKWORTH, IAN		1298 PRIMROSE LN	ELKO NV	89801-4898
001926014	HECKETHORN, GUY G		1294 PRIMROSE LN	ELKO NV	89801-4898
001926087	HUBER, KYLE		2223 LARKSPUR ST	ELKO NV	89801-8830
001920020	HUMBOLDT-VEGA LLC		4100 IDAHO ST	ELKO NV	89801-4694
001926073	HYDE, CLINT A & NICOLE L TR		1358 PRIMROSE LN	ELKO NV	89801-8823
001926016	HYDE, DAKOTA		1358 PRIMROSE LN	ELKO NV	89801-8823
001926018	KIDD PROPERTIES LLC		12895 S GRASS VALLEY RD	WINNEMUCCA NV	89445-5724
001926017	MARTIN, GREGORY P		1349 PRIMROSE LN	ELKO NV	89801-8825
001926044	MORENO, MARILU		2205 LARKSPUR ST	ELKO NV	89801-8830
001926084	MOSS, LIBBY		1538 DAISY DR	ELKO NV	89801-5057
	RANDAL, RACHEL		2311 WILDWOOD WAY	ELKO NV	89801
001920039	REMINGTON CONSTRUCTION CO LLC		PO BOX 1616	ELKO NV	89803-1616
032001039	RODRIGUEZ, CORY & IVETT		707 LAST CHANCE RD UNIT 15	ELKO NV	89801-2430
032001042	RODRIGUEZ, ISAMAEL N & YOLANDA		702 LAST CHANCE RD UNIT 1	ELKO NV	89801-8748
032001041	RODRIGUEZ, ISAMAEL N & YOLANDA		702 LAST CHANCE RD UNIT 1	ELKO NV	89801-8748
032001043	RODRIGUEZ, ISMAEL N & YOLANDA		702 LAST CHANCE RD UNIT 1	ELKO NV	89801-8748
032001040	RODRIGUEZ, MANUEL ETAL		702 LAST CHANCE RD UNIT 1	ELKO NV	89801-8748
001926091	ROLF, CHARLES S		2214 LARKSPUR ST	ELKO NV	89801-8848
001926064	SAENZ, MARTIN & WENDYC		1357 PRIMROSE LN	ELKO NV	89801-8825
001920002	SOUTHGATE MOBILE HOME PARK LLC	WESTATES	618 N EL CAMINO REAL	SAN MATEO CA	94401-3713
001926098	ULLMAN, KYLE & VIRGINIA		1537 DAISY DR	ELKO NV	89801-5057

} NO P.C.

} 1 P.C.

001926089 WARWICK, PAUL C  
001926085 WOODWORTH, MICHELLE  
001926086 ZAZUETA-COTA, LUIS D

2211 LARKSPUR ST  
1534 DAISY DR  
1530 DAISY DR

ELKO NV  
ELKO NV  
ELKO NV

89801-8830  
89801-5057  
89801-5057

32

Post Marked 8/29/19

## NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Elko City Council will conduct a series of public hearings on Tuesday, September 10, 2019 beginning at 5:30 P.M. P.D.S.T. at Elko City Hall, 1751 College Avenue, Elko Nevada, and that the public is invited to provide input and testimony on these matters under consideration in person, by writing, or by representative.

The specific item to be considered under public hearing format is:

- **Review, consideration, and possible action on an appeal filed pursuant to Elko City Code 3-2-18(E), appealing the Elko City Planning Commission's decision to deny Conditional Use Permit No. 5-19, filed by Bailey & Associates, LLC, to designate APN 001-926-111 as an RMH-1 district for occupancy of mobile homes on rented or leased sites in mobile home parks, located generally at the northerly terminus of Primrose Lane and Daisy Dr., and matters related thereto.**

Additional information concerning this item may be obtained by contacting the Elko City Planning Department at (775) 777-7160.

**ELKO CITY COUNCIL**

RECEIVED

JUL 30 2019

APN 001-926-111  
Bailey Home & Associates LLC  
Mobile Home Park

City of Elko planning commission,

I am writing in regards to Bailey Homes wanting to build a mobile home park on Primrose Lane. I have been a property owner on Primrose Ln since March 1999. Our home overlooks Southgate trailer park a park that used to be the nicest in Elko. We actually moved to our home from Southgate. We have watched this trailer park that use to have so many rules and regulations become a dump. Bailey Homes says that they will have a CCR that renters will have to follow I have seen a copy of these and they are much more lenient then what Southgate requires. The CCR might work for awhile but it wont last. Our home has to be on a permanent foundation and had to be a certain age when we built. If we wanted to live in a trailer park we would have. We however chose not to. I believe this will bring our property value down to see a trailer park. They also want to put a park in at the entrance of the trailer park I feel this will just be a place for kids to hang out all hours of the night and we will see a lot more drug activity in our area. I think it is a great idea they want to improve this land but they need to do it just like they have had too on Larkspur and Daisy Way by putting homes in on permanent foundations and selling the homes.

Thank You,

Nicole Hyde

Nicole Hyde  
1358 Primrose Ln.

TO: City of Elko Planning Commission,

I attended the last planning commission meeting in regards to APN 001-926-111 conditional use permit No. 5-19 in regards to Bailey and Associates building a mobile home park at the end of Primrose Lane and Daisy Dr. This meeting was canceled to allow Bailey more time to prepare. I would like to see this permit denied. Below are some reasons I feel it should be denied.

I moved into my house on 1358 Primrose lane in 1999, when I did I signed a declaration of covenants, conditions and restrictions regarding Cedar Estates. I have attached this document and I would like to point out some of the restrictions.

- I. No lots shall be used except for residential purposes. (allowing Bailey to build a mobile home park with attached play areas will break this rule.)
- IV. All construction shall be with new materials. (Allowing a mobile home park in this area will mean that older homes will be allowed breaking this rule.)
- VI. No structure of a temporary character shall be used on any lot at any time as a residence, either temporarily or permanently. No incomplete buildings shall be permitted to remain incomplete for a period in excess of one year from the date the building was started unless approved in writing by the Declarant. (Allowing a mobile home park in this area will break this rule as all of the of the homes will be soft set and not on a permanent foundation.)
- VIII. Four parking spaces shall be provided off the street for each lot that is developed by the property owner. (looking at the mobile home park plan this will not be the case.)
- IX. All dwellings shall be placed on full, permanent foundations per minimum specifications for 30 year loans. (Mobile home parks are the exact opposite of this.)

There are more rules in the contract that I signed that will be broken if this mobile home park is allowed to be built but I felt the above were the most pertinent.

I would also like to bring up that I have lived above Southgate Mobile Home Park for 20 plus years in fact I have even lived in the park. When Southgate was new it was one of the nicest parks around with some of the strictest rules, over the years I feel the need to get renters has out weighted the need to enforce the rules. There is also an unbelievable amount of traffic that goes through the park. I feel that if the mobile home park that Bailey is proposing is allowed to be built the same result will occur. I have attached some pictures from the view from my back yard. I think some of the homes there could in fact be considered fire hazards.

I have convinced both of my sons to purchase houses in cedar estates mainly because of the rules that have been followed. My youngest son is in the process of buying his first home on Primrose Lane and I feel don't know if I would still recommend it if a mobile home park were allowed to be built here.

Thank you for your time

Clint Hyde  
1358 Primrose Lane

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AFFECTING THE REAL PROPERTY KNOWN AS  
**CEDAR ESTATES**, UNIT ONE, PHASE ONE

This declaration made this 15th day of September, 1997, by the owner, Cedar Estates, LLC (hereinafter referred to as the "Declarant") of the said real property, situated in the City of Elko, County of Elko, State of Nevada, as shown on the official map thereof, filed in the Office of the County Recorder, Elko County, Nevada, as shown on that certain parcel map for Cedar Estates filed in the Office of the County Recorder of Elko County, Nevada, State of Nevada on the 27th day of August, 1997, as File No. 412903.

WHEREAS the Declarant intends to sell or convey from time to time all the parcels, and it does hereby desire covenants, conditions, and restrictions, (hereinafter referred to as "Conditions") between it and the acquirers and/or users of the parcels.

THEREFORE, the Declarant hereby certifies and declares that it has established and does hereby establish this Declaration for the protection, development and improvement of said parcels and that:

This Declaration is designed for the mutual benefit of the parcels and Declarant has fixed and does hereby fix the protective conditions upon all parcels and all interests therein held, leased, or sold and/or conveyed by the owners or users thereof, each and all of which is and are for the mutual benefit of the lots, and each owner thereof and shall run with the land and shall inure to and pass with each such lot and parcel of land and shall bind the respective successors in interest thereof and further said protective conditions are and each thereof is imposed upon each and every parcel as a mutual equitable servitude in favor of each and every parcel and in favor of Declarant.

SAID CONDITIONS ARE AS FOLLOWS:

I.  
RESIDENTIAL ONLY

No lots shall be used except for residential purposes.

II.  
COMPLIANCE WITH LAW

All land use and buildings shall be in compliance with all zoning and land use ordinances and regulations of the City of Elko, State of Nevada.

III.  
LANDSCAPING, GRADING, AND DRAINAGE

All landscaping, grading, and drainage of the land on each lot shall be completed so as to comply with all flood control requirements of the subdivision and the individual lots therein.

IV.  
NEW CONSTRUCTION

All construction shall be with new materials.

V.  
NUISANCES

No offensive or obnoxious activity shall be carried on on any lot in the subdivision, or shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood by unreasonably interfering with the use and enjoyment of other property owners within the subdivision.

VI.  
TEMPORARY STRUCTURES

No structure of a temporary character shall be used on any lot at any time as a residence, either temporarily or permanently. No incomplete buildings shall be permitted to remain incomplete for a period in excess of one year from the date the building was started unless approved in writing by the Declarant.

VII.  
YARDS

No fence, wall, hedge or other similar structure shall be erected in any yard to a height in excess of three (3) feet unless approved in writing by the Declarant.

VIII.  
VEHICLES AND PARKING

Four parking spaces shall be provided off the street for each lot that is developed by the property owner. Two of these off street parking spaces may be filled by a two-car garage. No garage larger than a two-car garage shall be permitted unless approved in writing by Declarant.

IX.  
FOUNDATIONS

All dwellings shall be placed on full, permanent foundations per minimum specifications for 30 year loans.

X.  
ROOF PITCH

All dwellings must have a minimum of 4/12 roof pitch unless approved in writing by the Declarant.

XI.  
DRIVEWAYS AND GARAGES

All driveways shall be constructed of concrete and be a minimum of sixteen (16) feet wide. All homes shall be placed so that a two car garage can be built on the property.

XII.  
PLANS

The plans, units, and placements on the owner's lot must be approved in writing by the Declarant. Any addition to the lot after purchase must be constructed of like material and color and approved by Declarant.

XIII.  
SATELLITE DISHES

All satellite receiving dishes must be installed behind the home.

XIV.  
LANDSCAPING

Landscaping of each lot shall commence no more than forty five (45) days after completion or occupancy of a dwelling on that particular lot. In the event of weather delays, landscaping shall be completed within a reasonable time thereafter. Landscaping shall be kept in a nice, well-maintained condition at all times.

XV.  
EASEMENTS

Easements for installation and maintenance of the utilities and drainage facilities are reserved as shown on the Recorder's plat. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels and easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

XVI.  
CHANGES

Any variance or change of these Declaration of Covenants, Conditions, and Restrictions must be approved in writing by the Declarant. Invalidation of any one or more of these covenants by judgment or court order shall not affect any of the other covenants which shall remain in full force and effect.

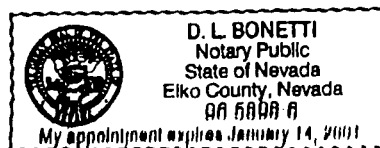
CEDAR ESTATES, LLC

BY Patricia G. Blair  
PATRICIA G. BLAIR

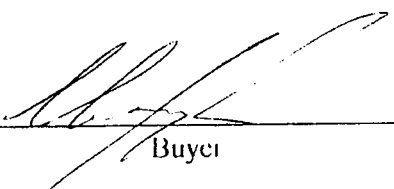
STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF ELKO       )

On September 29, 1997, personally appeared before me, a Notary Public, PATRICIA G. BLAIR, personally known to me or proven to me to be the person whose name is subscribed to the above instrument and who acknowledged that she executed said instrument.

D. L. Bonetti  
NOTARY PUBLIC  
My Commission Expires: 1/14/2001



BUYERS HAVE READ AND AGREE TO ABIDE BY THESE DECLARATIONS OF  
COVENANTS, CONDITIONS AND RESTRICTIONS.

  
\_\_\_\_\_  
Buyer

3-1-99  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

## **SOUTHGATE MOBILE HOME PARK**

### **RULES AND REGULATIONS**

**RESIDENTS OF SOUTHGATE MOBILE HOME PARK MUST READ THESE RULES AND REGULATIONS.**

WELCOME TO SOUTHGATE MOBILE HOME PARK, A PLACE OF WHICH TO BE PROUD. THE PRIMARY PURPOSE OF THESE RULES AND REGULATIONS IS TO PROVIDE THE LESSOR AND EACH INDIVIDUAL WITH A SET OF STANDARDS OF COMMON RESPONSIBILITIES, CONDUCT AND RESPECT FOR EACH OTHER, AND TO KEEP SOUTHGATE MOBILE HOME PARK (THE "PARK"), A HIGH QUALITY PLACE IN WHICH TO LIVE.

YOU ARE REMINDED THAT THESE RULES AND REGULATIONS ARE PART OF THE LEASE AGREEMENT WHICH INDIVIDUAL LOTS ARE LEASED AND ARE BINDING AS SUCH. MANAGEMENT RESERVES THE RIGHT TO AMEND THESE RULES AND REGULATIONS TO BECOME EFFECTIVE SIXTY (60) DAYS AFTER OF SUCH AMENDMENTS.

ANY REFERENCE TO THE "LESSEE" OR "RESIDENT" OR "TENANT" WITHIN THESE RULES MEANS YOU, THE RESIDENT.

ANY REFERENCE TO THE "LESSOR" OR "OWNER" WITHIN THESE RULES MEANS US, THE OWNER.

#### **A. YOUR HOME AND ITS EQUIPMENT**

1. Management reserves the right to refuse entry to the park of any Mobile Home which has been misrepresented as to size, age, appearance, or is not in compliance with local plumbing, electrical and heating regulations.
2. Mobile Homes may not be set up with more than three eight-inch blocks from frame to the ground; and skirting shall be placed around all Mobile Homes within Forty-five (45) days from the date the home is placed on leased lot. Access doors must be installed in skirting adjacent to the point where utility facilities for Mobile Home emerge from the ground and must be kept in good repair.
3. **No fences, wooden structures of any kind,** antenna of any kind to be constructed or installed by Lessee around or on any leased lot or Mobile Home without prior written approval of the Lessor.
4. Tongues and Hitches must be removed immediately and stored under the Mobile Home. **Steps and porch deck must be skirted to match Home.**
5. No Mobile Home in the Park should be less than 13'6" inches wide and nor shorter than 50' inches long without special par approval. All Mobile Homes shall be maintained in a clean and orderly manner and must be kept free from dirt, rust spots, streaks, and peeling paint, and shall

be repaired as necessary in the judgment of the park. No Home shall have tires or debris on the roof.

6. Decks must be installed sixty (60) after you have moved in. Minimum deck size is 8'x10'. Larger decks must be approved by Park. **Deck and carport awnings are required.** All awnings require city building permits. Minimum carport awning is 10'x14'. Larger or special carport awnings must be approved in writing by Park.
7. Window air conditioners which are visible from the street are not permitted. All central air conditioning must be set on a concrete pad to be furnished by Lessee at his own expense.
8. Oil furnaces or stoves of any type may not be used in any Mobile Home due to the excessive delivery truck traffic and accompanying unsightly barrels and tanks.
9. Tenants are responsible for connections of utilities to their units. All waterlines must be winterized and heat tapes plugged in by October 1<sup>st</sup> of each year. Water must never be left running to prevent freezing.
10. Nothing shall be stored at rear of home. Wood and/or metal storage sheds may be erected for extra storage and must be approved by the Park. Placement of storage sheds shall be reserved for the back 25% of lot. **No homemade cabanas will be permitted.**

#### **B. AUTOMOBILES AND OTHER VEHICLES**

1. No more than two Automobiles may be parked in connection with Tenants residence. **No on-street parking is allowed. Residents shall park only in carport areas.** Automobiles which are not operational or in regular use must not be parked at Lessee's residence. They may be parked in your Driveway only for loading, unloading and cleaning.
2. No motorcycles, scooters, motor bikes, and similar vehicles may be used in connection with Lessee's residents on the leased premises unless and until Lessor has given its written consent therefor. If consent is granted, these vehicles are only permitted to be run to and from Park and are at no time to be used to ride around inside the park area. Noisy bikes must be walked to and from the Park entrance. **At no time will non-street licensed vehicles be parked or kept on patios or yards.** All such vehicles are to be kept in Utility sheds or storage unless approved by Lessor. The posted speed limit within the Park must be obeyed at all times. Violations of the speed limit shall be grounds for eviction.
3. No repairs on motor vehicles may be made inside the Park, except for minor repairs such as spark plugs, fan belts and oil change. Any other minor repair must be approved by the Park management. Repairs must be completed within a twelve (12) hour period and area must be cleaned up to Park standards.

### **C. GARBAGE**

Plastic garbage bags must be placed inside your garbage containers and placed in front of your home near the sidewalk prior to collection. The garbage containers must be at the rear of your home any other time. Absolutely no loose garbage of any kind may be put out for collection. You must dispose of your own bulky articles, hereinafter called trash. There is no trash disposal area in the park and it must be taken to public dumping grounds. If Lessor is required to pick up trash, a minimum charge of not less than Twenty-Five (\$25) Dollars or more than One Hundred (\$100) will be charged. Burning garbage in the Park is prohibited.

### **D. CHILDREN**

1. Parents will be responsible for the conduct of their children. Children must be quiet and orderly and not be allowed to play in the Park streets, in vacant spaces, or on other resident's property without the permission of the resident whose property affected. Lessee is responsible for the actions and whereabouts of their children and other children residing and/or visiting them. Except as otherwise allowed by law, Lessor will not be liable for injury to such children or damage done by them, whether arising in connection with a violation of these rules and regulations otherwise.
2. Bicycles, toys and other similar items shall not be left in yards when not in use, but shall be placed out of sight within a storage building or other area. These items are not to be stored on patios or in yard within view of the street. Patio must be kept clean and neat.
3. Children are not allowed in or around construction areas no matter how minor the construction.
4. No families with more than four children will be allowed without special written approval of the Park Management.

### **E. PETS**

1. Effective February 1992, the following dog breeds are prohibited in the Park  
A. Pitt bull; B. Doberman Pincher; C. Rottweiler; D. Alaskan Malamute.
2. With the exception of Seeing Eye dogs, all other dog breeds shall be permitted or disallowed at the discretion of the Park, taking into consideration the size and breed of the dog.
3. The Park reserves the right to restrict both the number and types of pets allowed. All pets must be immediately registered with park and registration shall be kept current. All pets must be licensed and inoculated in accordance with applicable law.
4. House pets only are allowed. Pets are to be kept within the residence's house except when resident has pet on leash and is walking the pet. Subject to applicable law, cats may roam free for rodent control in the Park. Pets will not be allowed to cause any disturbance which

annoys neighbors. If pet causes any disturbance or annoyance, permission to keep pet may be revoked. Guests of resident may not bring pets into the Park. **Dog runs are prohibited.**

5. Subject to eviction for nuisance, if any violation of the pet rules is not observed or a complaint is made to and deemed valid by the park management, the pet owner will receive a written warning regarding violation observed or complaint made. A second violation constitutes grounds for eviction at the discretion of the Park.
6. Owners are responsible for their animal's waste and must dispose of the waste accordingly. Owners must prevent their pets from using any trees, shrubs or flowers within park for disposal of such waste.
7. The term "pets" includes dogs.
8. All residents having dogs prior to April 1992, may keep their dogs but may not acquire any additional dogs except in compliance with the rules and regulations, regardless of the breed or size.
9. A dog shall be considered a particular breed if it has fifty percent (50%) or more of a specific breed.
10. All owners of pets shall indemnify and hold the Park harmless from injuries or damage caused by pets to the Park or to third parties.

**F. LANDSCAPING AND SNOWREMOVAL**

1. Except as otherwise specifically set forth in the lease agreement, landscaping is the sole responsibility of the Park. Residents must keep lawn area free of items such as chairs, toys, barbecues and similar items at all times so the lawns can be maintained and groomed. Residents may plant flowers or plants only with the approval of the Park and such plants will become the property of the Park. Flower boxes and similar type containers may be used on the resident's decks in a neat and orderly fashion.
2. Residents shall be responsible for shoveling their own sidewalks and driveways after each snowfall. The park shall have no such obligation.

**G. MATTER OF CONDUCT**

No disturbing noises or conduct will be permitted at any time. Radios, televisions, musical instruments, and similar items shall be used in such a manner, at any time, day or night, as not to unreasonably disturb neighboring tenants. All guests are to leave the Park quietly and observe speed limits. Lessee shall not or do permit anything to be done on the leased premises which will unreasonably interfere with the rights, comfort, or convenience of neighboring tenants.

**H. VACATING PREMISES**

Lessee must give at least thirty days (30) notice of intent to vacate prior to the end of any calendar month in order to terminate the lease and relieve himself from the obligation to pay rent and to comply with all other terms and conditions. Rent is non-apportionable and non-refundable and a

pro rata portion of any monthly rental will not be refunded even though Lessee vacates the leased premises prior to the last day of the month, and rent will be charged to the end of the next succeeding month if notice is not given by Lessee at least thirty days prior to the end of the month in which Lessee has not vacated the leased premises by the last day of the month. No refunds of rent will be made.

**I. IN GENERAL**

1. No reflective material will be allowed on windows of Mobile Home.
2. No fuel, oil, poisons or other materials of toxic or explosive nature will be stored on Mobile Home space under any circumstances.
3. Resident shall promptly report any hazardous conditions which may develop in the Park.
4. The use of any furniture on the patio, porch or yard is prohibited, unless it is outdoor patio furniture approved by the park. No overstuffed furniture, ironing boards, brooms, mops, freezers, refrigerators, washing machines, or similar items are allowed outside the Mobile Home or shed. Charcoal grills must not be left in the yard when not in use.
5. No commercial business shall be conducted in the Mobile Home community; no auction; moving or garage sales will be permitted in the Park.
6. Lessor may control all paddling, selling, soliciting, commercial delivery of goods and services, and vehicular and pedestrian traffic within the Park and may post signs at all entrances throughout the park regulating such matters and may forbid the same, whether being conducted by the Park tenants or outsiders.
7. Spray painting in the park is strictly prohibited.
8. Mailboxes are private property and are not be tampered with.
9. No clothes will be dried outside or hung on porches or railings.
10. Rubber items, sanitary napkins, disposable diapers, garbage, cellophane, and other items likely to clog toilets shall not be flushed therein, and if utility service to Lessee's Mobile Home becomes clogged by such items and requires service, Lessee shall immediately pay to Lessor the minimum sum of \$\_\_\_\_\_ for service and repairs or such additional sum as required for such service and repairs. Such charges to be in addition to and separate from rent charges, and to be due immediately payable at the time the service is rendered.
11. Bicycle riding is permitted; however, all residents and guests are required to obey vehicle traffic regulations.
12. Leased premises shall be utilized in such manner as not to be detrimental to or unreasonably interfere with the general health, safety or welfare of the park as a whole or any tenants of the park.
13. Should you decide to sell your Mobile Home and desire the tenancy to continue in the park, any prospective buyer must be approved by Management. Selling of Mobile Home does not reserve the space for the new owner. Residents may not place more than one "For Sale" sign upon his home and sign must not exceed 144 square inches in size.

I have read and understand and agree with Rules and Regulations

Date: \_\_\_\_\_

Signature of Resident

























