



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

PUBLIC MEETING NOTICE

The Elko City Council will meet in regular session on Tuesday, November 24, 2020 at 4:00 P.M.–7:00 P.M., P.D.T. utilizing **GoToMeeting.com**
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<https://global.gotomeeting.com/join/993985645>

ELKO CITY HALL
 1751 College Avenue, Elko, NV 89801
Date/Time Posted: 8:30 a.m., P.D.T., Tuesday, November 19, 2020

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

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


The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone at: <https://global.gotomeeting.com/join/993985645> You can also dial in using your phone at [+1 \(571\) 317-3122](tel:+15713173122) the Access Code for this meeting is **993-985-645** Public Comment and questions can be received by calling (775) 777-0590 or by emailing: cityclerk@elkocitynv.gov

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Dated this 19th day of November, 2020

NOTICE TO PERSONS WITH DISABILITIES

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



 Curtis Calder, City Manager
 Elko, Nevada

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.D.T.
TUESDAY, NOVEMBER 24, 2020
GOTOMEETING.COM
<https://global.gotomeeting.com/join/993985645>

CALL TO ORDER

The Agenda for this meeting of the City of Elko City Council has been posted for this date and time in accordance with State of Nevada Emergency Directive 006. The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone by registering at the link above.

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: November 10, 2020 Regular Session

I. PRESENTATIONS

- A. Reading of a proclamation in recognition of Saturday, November 28, 2020 as Small Business Saturday, and matters related thereto. **INFORMATION ITEM ONLY – NON ACTION ITEM**
- B. Brief presentation by Elko Police Chief Ty Trouten regarding the Elko County Enhanced 9-1-1 Five-Year Plan, including request for a surcharge increase up to \$1.00, and matters related thereto. **FOR POSSIBLE ACTION**

A copy of the Five Year Plan for Elko County Enhanced 911 Advisory Committee, prepared February 5, 2020, has been included in the agenda packet for review.TT

II. PERSONNEL

- A. Consideration and possible acceptance of Ms. Janet Petersen’s retirement from the City Sexton position, and matters related thereto. **FOR POSSIBLE ACTION**

Jan Peterson has submitted her notice of retirement, to be effective December 31, 2020. Jan has served in this position since March 12, 2013. A copy of her retirement letter is included in the packet for your review. SS

III. APPROPRIATIONS

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review and possible approval of Print n' Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review, consideration, and possible final acceptance of the Elko City Swimming Pool Re-Plastering Project, and matters related thereto. **FOR POSSIBLE ACTION**

This project was awarded to Adams Pool Specialties in the amount of \$175,600.00 at the October 7, 2020 City Council Meeting. There were no change orders associated with the project. Total cost for this project is \$175,600.00. Adams Pool Specialties has satisfactorily completed the project with the plans and specifications. The plaster will require additional time for proper curing and care before re-opening and use can occur. The pool is on schedule to open on January 4, 2021. CC

- D. Review, consideration and possible award of bid for a Revenue Collection System for the public parking lot at the Elko Regional Airport, and matters related thereto. **FOR POSSIBLE ACTION**

At the July 28, 2020 City Council Meeting, Staff requested authorization to solicit bids for purchase of equipment and installation of a revenue collection parking system. Staff received five (5) bids. The two (2) lowest bids are provided to council for review. The lowest bidder's was \$58, 591.00 + \$250.00 each month for a total of \$61, 591.00. JF

IV. NEW BUSINESS

- A. Consideration and possible approval of a "Contract of Purchase and Sale of Parcel with Professional Office Building," and matters related thereto. **FOR POSSIBLE ACTION**

Due to the COVID-19 crisis, the City of Elko has been actively seeking to purchase a suitable building of approximately 5,000 square feet, with adequate space for employee and public parking. The City of Elko reviewed three (3) different buildings and associated property for suitability, and subsequently had each property appraised.

Due to building occupancy limits in the two (2) City-owned modular buildings at City Hall, additional office space is needed to accommodate the Planning, Engineering, Community Development, and Building Departments.

Staff recommends entering into a “Contract of Purchase and Sale of Parcel with Professional Office Building” for property located at 1750 Manzanita Drive, for a total purchase price of \$700,000. A copy of the contract has been included in the agenda packet for review. CC

V. 5:30 P.M. PUBLIC HEARINGS

- A. Review, consideration, and possible action to adopt Resolution No. 27-20, a resolution and order vacating a 25’ wide public utility easement bisecting APN 001-610-112, consisting of an area approximately 9,944 sq. ft., filed and processed as Vacation No. 4-20, and matters related thereto. **FOR POSSIBLE ACTION**

Council accepted the petition to vacate this easement at its regular meeting of October 13, 2020, and directed Staff to continue with the vacation process by referring the matter to the Planning Commission. The Planning Commission considered the vacation at its regular meeting of November 3, 2020, and took action to forward a recommendation to Council to adopt a resolution, which conditionally approves Vacation No. 4-20 with findings in support of its recommendation. CL

- B. Review, consideration, and possible action to rename Dakota Street to Dakota Drive, and matters related thereto. **FOR POSSIBLE ACTION**

It has come to the attention of the Engineering Department, that there has been some confusion of the suffix for the roadway known as Dakota. The roadway was first mapped and dedicated in 1999 without a name. The City records and the street sign say Dakota Drive. Recorded maps since 2011 have said Dakota Street. The recent map of Copper Trails Unit 1 extended the roadway, and named that portion Dakota Street, following the other maps. This action will clarify the name, and change any portion that may be known as Dakota Street, to be officially known as Dakota Drive. There are no addresses along this roadway that will be affected by this change. BT

- C. Review, consideration of bids and public auction for the lease of approximately 8.69 acres of City-owned property located generally north of West Idaho and west of the Airport, identified as APN 006-09G-027, and matters related thereto. **FOR POSSIBLE ACTION**

The City Council adopted resolution 25-20 at its meeting on October 27, 2020, finding that it is in the best interest of the City and setting forth the conditions of public auction for the lease of City owned property identified as APN 006-09G-027. The Council previously accepted the annual market rent value of the property of \$19,000 in accordance with the appraisal of Jason Buckholz of CRBE, Inc., appraiser. JF

VI. REPORTS

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

COMMENTS BY THE GENERAL PUBLIC

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

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

ADJOURNMENT

Respectfully Submitted,



Curtis Calder
City Manager

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

SS November 10, 2020

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, November 10, 2020. Due to the restrictions found in the State of Nevada Emergency Directive 006, the meeting was held in the Turquoise Room of the Elko Convention and Visitors Authority, 700 Moren Way, Elko.

This meeting was called to order by Mayor Reece Keener.

CALL TO ORDER

ROLL CALL

Mayor Present: Reece Keener

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

City Staff Present: Scott Wilkinson, Assistant City Manager
Kelly Wooldridge, City Clerk
Jan Baum, Financial Services Director
Dale Johnson, Utilities Director
James Wiley, Parks and Recreation Director
Cathy Laughlin, City Planner
Michele Rambo, Development Manager
Jim Foster, Airport Manager
Matt Griego, Fire Chief
Shane Fertig, Landfill Superintendent
Jason Pepper, Police Lieutenant
Paul Willis, Computer Systems
Shelby Archuleta, Planning Technician

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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Mayor Keener congratulated the Councilmembers elect: Claire Morris and Mandy Simons. He stated we will miss Robert Schmidlein. There was a tragic event in our community November 1st with the murder of a young lady at McDonalds. There was a candlelight vigil held in honor of the

victim. Mayor Keener asked for a moment of silence to let the victim's family, co-workers, classmates and friends know that she is in our prayers.

APPROVAL OF MINUTES: October 27, 2020

Regular Session

The minutes were approved by general consent.

I. PRESENTATIONS

- B. Update by Northeastern Nevada Regional Hospital CEO Steve Simpson, and matters related thereto. **INFORMATION ITEM – NO ACTION WILL BE TAKEN**

Steve Simpson, Administrator at NNRH, said he appreciates the Council giving him a few minutes to give an update on what is happening at the hospital. Maybe a report like this can become something done on a regular basis. Everyone understands that at the beginning of COVID-19 there was a lot of unknown. We shut down all elective surgery and limit who was in the hospital. By June, we started to understand a bit more and slowly started opening the doors. Now we are better at managing our PPE and elective surgeries. The hospital is in a good place. We are safe and taking care of our patients and staff. We have had from no COVID patients to up to five. Masking has been a sensitive subject but he asked that everyone stay diligent in wearing them.

Mayor Keener asked with school being shut down, have they seen more input into the ER for household accidents?

Mr. Simpson answered no, nothing out of the ordinary.

Councilman Stone asked if they are getting what they need as far as PPE or if they need some assistance.

Mr. Simpson answered they are getting what they need. China is the main supplier for gowns, booties, and masks. The turnaround for COVID tests has been strained. They have equipment in the hospital to test for COVID. They also have a good relationship with LabCorp and they are getting results back quicker. They had a very successful flu shot clinic. He recommended that everyone get their flu shots. They have also been able to hire some new providers.

- C. Update on Business Grant Program and Nonprofit Program by Elko County Chief Financial Officer, Cash Minor, and matters related thereto. **INFORMATION ITEM – NO ACTION WILL BE TAKEN**

Cash Minor, CFO Elko County, explained 23 businesses completed applications. Clark County started this program before we knew the money was available. This has been a difficult road. There are a lot of restrictions since it is federal money. They have extended the program to November 30th and he hopes more people will take advantage of it.

Mayor Keener asked how long would it take for a business to go through the application process.

Mr. Minor answered if they are organized they can get through the process within a few days. But not many businesses are that organized. It also depends on the size of the business and what is required.

II. PERSONNEL

A. Employee Introductions:

- 1.) Kirsten Kowing, Animal Shelter Worker II, Animal Shelter
Present and introduced.
- 2.) Spencer Sutherland, Landfill Equipment Operator, Public Works, Landfill
Present and introduced.

I. PRESENTATIONS (Cont.)

- ### A. Reading of a proclamation in recognition of November 18–24, 2020 as Flood Awareness Week in Nevada, and matters related thereto. **INFORMATION ITEM – NO ACTION WILL BE TAKEN**

Mayor Keener read the proclamation.

III. APPROPRIATIONS

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

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

The motion passed unanimously. (5-0)

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

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

The motion passed. (4-0 Mayor Keener 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 final acceptance of the Cedar Street Reconstruction Project Phase 3, and matters related thereto. **FOR POSSIBLE ACTION**

This Project was awarded to Great Basin Engineering in the amount of \$1,992,039.19 at the Special Council Meeting of April 7, 2020. There were change orders on the project in the amount of \$4,286.31 for Elko County School District and \$18,217.66 for the City of Elko for a total change order amount of \$22,503.97 plus a reduction of quantities of \$2,809.93. The total contract amount with change orders and reductions is \$2,011,733.23. Great Basin Engineering has satisfactorily completed the project in conformance with the plans and specification. DS

Dennis Strickland, Public Works Director, explained the project consultant was present. There has been a lot of sweat and work to complete this project over the last six years. During the project we found blockages and collapses in the drainage system. He is very proud of the team that worked on the project. Every phase has been brought in under budget. He recommended final acceptance.

Lana Carter, Carter Engineering, thanked Council for letting her work on the project. It has been a lot of fun and she likes the forward thinking in using low impact development. It has been great seeing how well this works.

**** A Motion was made by Councilman Hance, seconded by Councilwoman Simons, to approve Final Acceptance of the Cedar Street Reconstruction Project Phase 3, in the amount of \$2,011,733.23.**

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

I. PRESENTATIONS (Cont.)

- D. Presentation by Elko Police Department on External Vest Carriers, and matters related thereto. **INFORMATION ITEM – NO ACTION WILL BE TAKEN**

Mayor Keener noted there were some Scouts present. He asked Lt. Pepper to give a demonstration.

Jason Pepper, Police Lieutenant, showed Council one of the vests and explained that they cost a bit more than regular body armor. They last about 2 years and far more comfortable. These are optional for the officers right now. There is a 6-month wait from the manufacturer. He showed the vests to the Scouts also.

III. APPROPRIATIONS (Cont.)

- E. Review, consideration, and possible final acceptance Ruby View Golf Course Reuse Irrigation Ponds No. 1 & 2, and matters related thereto. **FOR POSSIBLE ACTION**

This Project was awarded to High Mark Construction in the amount of \$453,585.50 at the July 14, 2020 meeting. There were change order quantity overruns in the amount of \$64,900.70. There were also change order quantity reductions in the amount of \$17,497.50. The total contract amount with change orders and reductions

is \$500,998.70. High Mark Construction has satisfactorily completed the project in conformance with the plans and specifications. DJ

Curtis Calder, City Manager, explained the project had its challenges due to the timing. We battled the elements a bit. Now we are in compliance with our NDEP Permit. We will not have to work on the ponds for some time. He recommended final acceptance.

Mayor Keener stated he had the opportunity to visit the site and felt it was done professionally. The only thing he noticed was some damage to the fairway but that was expected.

**** A motion was made by Councilman Schmidlein, seconded by Councilwoman Simons, to approve Final Acceptance of the Ruby View Golf Course Reuse Irrigation Ponds No. 1 & 2, in the amount of \$500,998.70.**

The motion passed unanimously. (5-0)

- F. Review, consideration, and possible final acceptance of the Elko City Swimming Pool Re-Roofing Project, and matters related thereto. **FOR POSSIBLE ACTION**

This project was awarded to Braemar Construction in the amount of \$475,095.31 at the July 14, 2020 City Council Meeting. There were four change orders associated with the project for the amount of \$71,839.76 and one deductive change order for the amount of \$3,295.59 for a grand total of \$68,544.17. Total cost for this project is \$543,639.48. Braemar Construction has satisfactorily completed the project with the plans and specifications. CC

Mr. Calder said he reviewed the project with James Wiley, Parks and Recreation Director. The project was very successful. He felt they added 20 years to the facility by doing this project. In addition to this project, the re-plastering project is underway. The swimming pool will be in pretty good shape come January. He recommended final acceptance.

**** A motion was made by Councilman Schmidlein, seconded by Councilwoman Simons, to authorize Final Acceptance of the Elko City Swimming Pool Re-Roofing Project, in the amount of \$543,639.48.**

Motion passed unanimously. (5-0)

- G. Review, consideration, and possible authorization to purchase approximately 1,705 square feet, a portion of APN 001-366-003, for future road development/buffer requirements, and matters related thereto. **FOR POSSIBLE ACTION**

In consideration of a possible purchase and authorized by the property owner, Staff obtained an appraisal for the north corner of APN 001-366-003 to facilitate future road improvements and a buffer area for the intersection of Silver Street and 12th Street. A small residential structure is located on the area, presenting significant land use and ingress/egress conflicts with Silver Street and 12th Street. Acquisition of the property will allow for demolition of the structure, eliminate the land use, eliminate the potential ingress/egress conflicts and provide sufficient area for future development of road/intersection improvements. The appraisal dated August 25,

2020, conducted by Colliers International indicates a hypothetical market value of \$78,800.00. SAW

Scott Wilkinson, Assistant City Manager, explained the need for the proposed purchase. This would let us control the frontage on both sides of the street. The property owners authorized the City to move forward with the appraisal. He has reached out to the business owners and the property owners to verify they are willing to sell the property but he has not heard from them. He recommended a time limit for the offer.

**** A motion was made by Councilman Schmidlein, seconded by Councilwoman Simons, to authorize City Staff to purchase approximately 1,750 sq. feet, a portion of APN 001-366-003, for future road development/buffer requirements, contingent that this will be available for the next 120 days and at the appraised value of \$78,800.**

The motion passed unanimously. (5-0)

IV. SUBDIVISIONS

- A. Review, consideration, and possible approval of Final Map No. 8-20, filed by BDSA, LLC, for the development of a subdivision entitled Tower Hill Unit 4 involving the proposed division of approximately 8.601 acres of property into 5 lots for residential development and 1 remainder lot within the R1 (Single Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

Subject property is located northeast of Lamoille Highway and south of Stitzel Road. (APN 001-929-125). The Planning Commission considered this item on November 3, 2020, and took action to forward a recommendation to conditionally approve Final Map 8-20. MR

Scott MacRitchie, 312 Four Mile Trail, stated he was on the phone and was available to answer questions.

Scott Wilkinson, Assistant City Manager, explained the request. The recommended motion is to approve. He suggested adding to the motion to accept the areas offered for dedication. When we took a look at this area, units 1-3 were able to be serviced by our water system assuming the tanks were half full. They took a look at the grading for this unit and determined that it made sense to lower the elevation of this area.

Mayor Keener said when he looks at the design it looks like there is an area that is undeveloped.

Mr. Wilkinson said that section was too high to be serviced at the current elevation. Staff has met with owners of some property on Elko Mountain and they are looking at the possibility of getting a tank site dedicated for that next elevation.

Mayor Keener asked Scott MacRitchie is he was good with the conditions listed by the Planning Commission.

Mr. MacRitchie answered he was. He thanked Mr. Wilkinson for his comments and he is looking forward to that tank site.

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to conditionally approve Final Map 8-20 for the Tower Hill Unit 4 subdivision, subject to the findings and conditions as recommended by the Planning Commission, and accept the areas offered for dedication.**

The motion passed unanimously. (5-0)

V. NEW BUSINESS

- A. Review, consideration, and possible approval to cancel the December 22, 2020 City Council Meeting, and matters related thereto. **FOR POSSIBLE ACTION**

Curtis Calder, City Manager, explained that unless there is something pressing, we usually cancel the Council Meeting that falls on the week of Christmas. At this point we do not see a need to have a Council Meeting.

Mayor Keener asked if they have the flexibility to move the first meeting in December to about mid-month so they can capture anything like payables so they wouldn't have to wait until 2021.

Mr. Calder answered we could do that. We would come back with another item to cancel the first meeting and then another item to schedule a meeting. If we see the need for a meeting, we can schedule a meeting on top of that first meeting in December but he didn't think that would be necessary.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the cancellation of the December 22, 2020 Council Meeting.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Tower Hill Unit 4 Subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code 3-3-21 requires the subdivider to have executed and filed an agreement between the subdivider and the City for the required subdivision improvements, including stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in accordance with Elko City Code 3-3-22. MR

Scott Wilkinson, Assistant City Manager, explained this is routine with subdivisions. The developer has actually executed a copy of the agreement already.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to approve the Performance/Maintenance Agreement for subdivision improvements associated**

with the Tower Hill Unit 4 subdivision and the developer enter into the agreement within 30 days.

The motion passed unanimously. (5-0)

VII. 5:30 P.M. PUBLIC HEARINGS

- A. Review, consideration, and possible action to adopt Resolution No. 26-20, a resolution of the Elko City Council, adopting a change in zoning district boundaries from PQP (Public, Quasi-Public) to LI (Light Industrial) Zoning District, approximately 2,800 square feet of property, filed by City of Elko, and processed as Rezone No. 4-20, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission considered the Subject Zone Change Request on September 1, 2020, and took action to forward a recommendation to City Council to adopt a resolution, which approves Rezone No. 4-20. CL

Scott Wilkinson, Assistant City Manager, explained the proposed rezone is associated to the land sale to an internet service provider. We are proposing a zone that is consistent with the other land uses down there. The findings are in the memo. He recommended approval.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to adopt Resolution No. 26-20.**

The motion passed unanimously. (5-0)

VI. RESOLUTIONS AND ORDINANCES

- A. Review and possible adoption of Resolution No. 28-20, a resolution providing for the adoption of an amended Interlocal Cooperative Agreement and authorizing the membership thereby to the Northeastern Nevada Regional Development Authority, and matters related thereto. **FOR POSSIBLE ACTION**

Copies of Resolution No. 28-20 and the amended Inter-local Cooperative Agreement have been enclosed in the agenda packet for review. CC

Curtis Calder, City Manager, said this has taken several months to get this amended. From time to time it needs to be amended due to members joining or leaving. This will have to be approved by all other members and then sent to the Attorney General for that approval.

Mayor Keener stated he knew it was months in the process. He understood that Humboldt and Pershing will not be participating anymore. He asked Mr. Calder if they were some of the entities that had some of the biggest concerns.

Mr. Calder said this dates back several years. It expanded to include entities that were actually competitors for economic development. We may make a decision down the road that we can handle our own development too.

Mayor Keener said he sits on the NNRDA Board and recommended the Resolution. He called for public comment without a response.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to adopt Resolution No. 28-20, a resolution providing for the adoption of an amended Interlocal Cooperative Agreement and authorizing the membership thereby to the Northeastern Nevada Regional Development Authority.**

The motion passed unanimously. (5-0)

VIII. REPORTS

A. Mayor and City Council

Councilwoman Simons said the Airport has been working hard to create a memorial for those that have been killed in crashes. It is finally coming to fruition and a ceremony will be held the 18th.

Mayor Keener said it is a beautiful addition to the Airport.

Curtis Calder added years ago, when the Access Air helicopter crashed, City Council committed to build a memorial. The City wanted to build a parking lot for the memorial but Newmont wanted parking there. The City waited for Newmont to develop it but that never happened. Now the costs are in the hundreds of thousands. Then there was a second accident and Barrick reached out to say they wanted to develop a monument near their parking lot. Mr. Calder explained to them that they had a location set aside at the airport. An employee for Reach is an artist and developed a concept for a sculpture. The City did budget for some of the Capital Improvements. The community will be blown away when they see it. The sculptor will be present at the ceremony and will be speaking.

Jim Foster said the sculptor be there to explain the vision. This was designed in 2004 and it has taken a while to get to this point. It is something the community can be proud of.

Councilman Schmidlein said he was at a breakfast meeting with Deputy Chief Snyder when he was asked if he was ready to go on a run. He spent Friday and a good portion of Saturday with the Fire Department on a ride along. He recommended other Councilmembers spend some time with the Fire Department too. He will not be at the next Council Meeting.

Councilman Stone said it is great to see the Scouts at the meeting. He would not be here today if it were not for scouting.

Mayor Keener reported he had the opportunity to meet with Ricardo Higuera, the Mexican consult from Boise. He comes to town several times a year to provide services to Mexicans in the area. He was here to do some special COVID testing.

B. City Manager

Curtis Calder said Governor Sisolak will have a press conference in about ten minutes. He may be preparing a press release if changes are made. He reminded everyone there will be a Special meeting next Monday.

C. Assistant City Manager – Update on Emergency Cold Weather Shelter Options

Scott Wilkinson reported on the City's involvement provided a warming shelter. He has spoken to several hoteliers and he has received a number of

responses. He put together a possible program but it will require that someone be willing to enter into a contract with the City.

Curtis Calder explained he spoke to Wayne Carlson with POOL. Wayne mentioned any type of contract with a hotelier will need to limit liability. He did advise that there are non-profit entities that have specific policies for homeless camps. This is not going to be inexpensive.

Mayor Keener asked about the status of the Veteran's Cemetery.

Mr. Wilkinson said the due diligence is going slow and they are looking at many different options.

D. Utilities Director

E. Public Works

Dennis Strickland reported Saturday was the annual Fall Clean Up day. It was a quiet day. There were 228 vehicles, 53 tons and 109 tires.

F. Airport Manager

G. City Attorney

H. Fire Chief

Chief Griego thanked Councilman Schmidlein for spending time with Department and watching their coordinated layered response.

I. Police Chief

J. City Clerk

K. City Planner

L. Development Manager

M. Financial Services Director – CARES Act Funding Update

Jan Baum said she CC'd Council on the CARES Act Funding reports she sent the State. We revised all of our reports from March forward. She reached out to the State COVID Task Force. She was told that Fire and PD wages can be reimbursed when calls are COVID related. That increased the expenditures incredibly. We will continue to gather our COVID expenditures through the end of the year and if we are overspent, then we should be fine. Our ambulance broke down during a transport and now we are looking to purchase a new ambulance. It would have to be in service by December 1st. She said we could purchase a new building to give employees space with the CARES Act Funding.

Mayor Keener thought a good portion of Council's salaries in the COVID funding since they spend a lot of time COVID related.

Ms. Baum said she would need some kind of backup to verify the expenditure. By the end of the year with November and December wages and the ambulance, will be over between \$800,000 to \$1 million.

Chief Griego said the ambulance they are replacing was a used unit put into service in 2009. We got all the use we could out of it. Luckily this money was available and the new ambulance will be in service in December.

Ms. Baum explained there will be some Agenda Management software being put into service and we needed to get new iPads for it. The software will not work on the tablets they already have. IT will be getting in touch with Council to get them their new iPads.

Mayor Keener mentioned that COVID is alive and well in Elko. Several staff members were out due to illness and they are isolating per directives. Be conscientious and follow the protocols.

N. Parks and Recreation Director

- O. Civil Engineer
- P. Building Official

COMMENTS BY THE GENERAL PUBLIC

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

There were no public comments.

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

Mayor Reece Keener

Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Brief presentation by Elko Police Chief Ty Trouten regarding the Elko County Enhanced 9-1-1 Five-Year Plan, including request for a surcharge increase up to \$1.00, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 24, 2020**
3. Agenda Category: **PRESENTATION**
4. Time Required: **5 Minutes**
5. Background Information: **A copy of the Five Year Plan for Elko County Enhanced 911 Advisory Committee, prepared February 5, 2020, has been included in the agenda packet for review. TT**
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: **Five Year Plan for Elko County Enhanced 911 Advisory Committee, prepared February 5, 2020**
9. Recommended Motion: **Direct Staff to draft a letter to the Elko County Board of Commissioners recommending a surcharge increase of up to \$1.00, be approved by the Elko County Board of Commissioners for sustaining and improving Enhanced 9-1-1 capabilities in Elko County.**
10. Prepared By: **Police Chief Ty Trouten**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Consideration and possible acceptance of Ms. Janet Petersen's retirement from the City Sexton position, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 24, 2020**
3. Agenda Category: **PERSONNEL**
4. Time Required: **5 Minutes**
5. Background Information: **Jan Peterson has submitted her notice of retirement, to be effective December 31, 2020. Jan has served in this position since March 12, 2013. A copy of her retirement letter is included in the packet for your review. SS**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement:
8. Supplemental Agenda Information:
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Susie Shurtz, HR Manager**
11. Committee/Other Agency Review:
12. Council Action: (to be completed by City Clerk)
13. Agenda Distribution:

Elko City Council
Agenda Action Sheet

1. Title: Review, consideration, and possible final acceptance of the Elko City Swimming Pool Re-Plastering Project and matters related thereto. **FOR POSSIBLE ACTION**
2. Meeting Date: 11/124/2020
3. Agenda Category: (Please highlight)
*PERSONNEL UNFINISHED BUSINESS NEW BUSINESS SUBDIVISIONS APPROPRIATIONS
REPORTS PUBLIC HEARINGS RESOLUTIONS AND ORDINANCES SPECIAL PRESENTATION
PETITIONS, APPEALS, AND COMMUNICATIONS*
4. Time Required: 5 MINS.
5. Background Information: This project was awarded to Adams Pool Specialties in the amount of \$175,600.00 at the October 7, 2020 City Council Meeting. There were no change orders associated with the project. Total cost for this project is \$175,600.00. Adams Pool Specialties has satisfactorily completed the project with the plans and specifications. The plaster will require additional time for proper curing and care before re-opening and use can occur. The pool is on schedule to open on January 4, 2021. CC
6. Budget Information:
 Appropriation Required: \$175,600.00
 Budget amount available: \$175,600.00
 Fund name: Ad Valorem Fund
7. Business Impact Statement: **Required / Not Required**
 (If Business Impact Statement is required, please attach)
8. Supplemental Agenda Information:
9. Recommended Motion: Authorization of final acceptance for the Elko City Swimming Pool Re-Plastering Project in the amount of \$175,600.00
10. Prepared By: James Wiley / Director of Parks and Recreation
11. Committee/Other Agency Review:
12. Council Action: (to be completed by City Clerk)
13. Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible award of bid for a Revenue Collection System for the public parking lot at the Elko Regional Airport, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 24, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **10 Minutes**
5. Background Information: **At the July 28, 2020 City Council Meeting, staff requested authorization to solicit bids for purchase of equipment and installation of a revenue collection parking system. Staff received five (5) bids. The two (2) lowest bids are provided to council for review. The lowest bidder's was \$58, 591.00 + \$250.00 each month for a total of \$61, 591.00. JF**
6. Budget Information:
 - Appropriation Required: **\$58,591.00(\$61,591.00)**
 - Budget amount available: **\$180,000**
 - Fund name: **Airport Enterprise Account**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Bid scoring sheet, Two (2) bid packages.**
9. Recommended Motion: **Award bid to Parking Boxx Corp. for a revenue collection parking system and issue notice of award.**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:

	Amano McGAnn		AVPMi		Parking Boxx		Designa		Western Door	
Base Bid	\$	62,932.00	\$	68,826.00	\$	58,591.00	\$	79,688.40	\$	89,644.00
Monthly Costs	\$	634.00	\$	417.00	\$	505.00	\$	500.00	\$	715.00
	12x	\$ 7,608.00	12x	\$ 5,004.00	12x	\$ 6,060.00	12x	\$ 6,000.00	12x	\$ 8,580.00
Total first year	\$	70,540.00	\$	74,247.00	\$	64,651.00	\$	85,688.40	\$	98,224.00
	Meets		Meets		Meets		Meets		Meets	
	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO
General Specifications										
<i>1 pay station</i>	X		X		X		X		X	
<i>2 vehicle gate</i>	X		X		X		X		X	
<i>1 entry lane</i>	X		X		X		X		X	
<i>1 exit lane</i>	X		X		X		X		X	
<i>1 cashless</i>	X		X		X		X		X	
<i>Host Computer(optional)</i>		X (cloud)	X	(cloud)		X (cloud)		X(cloud)	X	(cloud)
<i>Training</i>	X		X		X		X		X	
<i>Service Manuals</i>	X		X		X		X		X	
<i>Follow Bid Requirements</i>	X		X		X			X	X	
<i>Warranty Information</i>	X		X		X		X		X	
<i>Bid Proposal Form Used</i>	X		X		X			X	X	
<i>Spanish</i>		X	X		X				X	
<i>Removed sales tax</i>	X		X	X(not included)		X (not included)		(unknown)		X(not included)
Overall Rank		2		3		1		5		4
Justification of rank if not lowest bidder										
All bids provide cloud service and monthly fees/tech support										
Amano					Parking Boxx					
Will provide spanish when available as an option					Spanish included					
Past performance										
Credit card reader purchsed by City SSI										
					Monthly warranty 250.00+255.00 cloud service first year					
Extended Training										




Proposal The City of Elko

Quote Number: PBXQ4471

The City of Elko PARKING LOT REVENUE CONTROL SYSTEM THE ELKO REGIONAL AIRPORT

Submitted to: The City of Elko
1751 College Ave.
Elko, NV , 89801,
ATTN: Jim Foster, Airport Manager
Tel: 775-777-7194
E-Mail: jfoster@elkocitynv.gov

Submitted by: 
Tel/Fax: 800-518-1230
E-Mail: proposals@parkingboxx.com

The Elko Regional Airport Parking Lot Revenue Control System



1040 Degurse Dr., Sarnia, ON N7T 7H5
#4-761 Main St. E., Milton, ON L9T 3Z3

CITY OF ELKO

SPECIAL TERMS AND CONDITIONS

A. Bidder is required to submit descriptive data or printed specifications describing units offered. Failure to comply with this request may be cause for non-acceptance of bid.

B. ADHERENCE TO SPECIFICATIONS: Deviations to any of the requirements set forth in this bid shall be so stated in written form in space provided or attached on separate sheet if additional space is required.

C. Service and Parts Availability: May be determining factor in award of this bid. State name and location of nearest service and parts facility:

All parts are stored in the factory and typically ship the next business day. If on-site service is required, a technician will be dispatched from Salt Lake City – but upon contract award, Parking BOXX will endeavor to form a Service Partner relationship with a party in Elko.

HOWEVER, please note that on-site hardware training is provided post-install, and the vast majority of customers address service themselves (maintenance or security staff) with phone/email support from our factory – the warranty includes unlimited remote support. This is the most economical and fastest way to address service concerns, as the vast majority of issues can be addressed within a few minutes on the phone.

Phone No: 800-518-1230

CONTACT PERSON NAME:

support@parkingboxx.com (Please Print)

D. Delivery: Airport Revenue Collection System and equipment shall be delivered to the Elko Regional Airport 975 Terminal Way, Elko, Nevada. Equipment must be delivered within four-five (45) days after the date of Notice of Award. Bidder shall provide post install programming for the system. Please see "Delivery & Schedule" in the notes at the bottom of the pricing pages.

E. Warranty: Minimum warranty shall be one year to include all defective parts and labor or the Manufacturer's standard warranty. Copy of warranty must be furnished with submitted bid. Successful bidder shall provide warranty service within twenty-four (24) hours after notification that such service is required due to failures covered by warranty. In the event such service is not provided within the specified time, the City of Elko may elect to have the repairs made or make the repairs in their own shop and bidder shall reimburse the City of Elko for all costs incurred for such repairs. All warranty and recall service shall be performed by an authorized service representative/facility or on-site if applicable.

GENERAL SPECIFICATIONS

	MEETS	
	Yes	No
GENERAL		
A. All equipment furnished under this contract shall be new, of current production and include complete installation instructions	X	
B. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use, shall also be included.	X	
C. Units shall conform to the best practices known to the industry in design, quality of material and workmanship.	X	
PARKING LOT REVNEUE CONTROL SYSTEM		
A. Furnish 1 walk up pay station	X	
B. Furnish 2 vehicle barrier gates	X	
C. Furnish 1 entry lane station/w ticket dispenser	X	
D. Furnish 1 exit lane station with credit card reader	X	
E. Furnish 1 host computer		X
F. Cashless system	X	
TRAINING AND MATERIALS		
A. Any applicable training shall be provided after install	X	
B. (2) complete parts and service manuals to be provided at time of delivery	X	

List any deviations from bid specifications:

The system proposed is cloud-based. A "cloud controller" is included but NOT a "host computer."

The specifications requested that the walk-up pay station "store used tickets." The common configuration is that the pay station re-rates a ticket after payment, so the customer uses the same ticket at the exit. This is less confusing for a customer and reduces the amount of paper used by the system. A ticket eater ("store used tickets") is quoted as an option.

Please note the many options available: handheld validator, web validations, cameras & LPR. Extended Warranties can also be quoted upon request, which are typically 3-year or 5-year.

On-site service can also be quoted upon request, but please see the "Service & Parts Availability" section on the previous page.

CITY OF ELKO BID PROPOSAL FORMS

Bid Proposal to furnish equipment, deliver and install software
AIRPORT PARKING LOT REVNUUE CONTROL SYSTEM

System Purchase w/Standard 1-Year Warranty

Total Base Bid Price in Numbers: \$58,591 + \$250/month

Total Base Bid Price in written form: fifty-eight thousand & five-hundred & ninety-one dollars Plus two-hundred & fifty dollars per month


System Purchase w/Lifetime Warranty

Total Base Bid Price in Numbers: \$11,500 + \$1900/month

Total Base Bid Price in written form: eleven thousand & five-hundred dollars Plus nineteen-hundred dollars per month

The undersigned declares that he/she has carefully examined and understands the bidding documents. Also, the requested information as noted in bidding documents has been included with this form.

Parking BOXX Corp.
Company Submitting Bid
1040 Degurse Dr.
Mailing Address
Sarnia, ON N7T 7H5
City, State, Zip


By: Company Representative
800-518-1230
Phone Number
800-518-1230
Fax Number

USE THIS FORM TO SUBMIT BID PROPOSAL. ATTACH COMPLETED SPECIFICATION SHEET, DESCRIPTIVE DATA, BROCHURES, "EXCEPTIONS TO BIDDING CONDITIONS AND SPECIFICATIONS" (IF NEEDED) AND ANY OTHER INFORMATION REQUIRED IN BIDDING DOCUMENTS

Why **Parking BOXX**?



PARKING EXPERTISE & INNOVATION

Looking for ways to optimize parking revenue?

- Over 75 years of parking industry expertise.
- North American manufacturing and Support.
- First unattended EMV in parking & ADA compliant.
- Built to withstand the harsh Canadian winters as well as the heat & humidity of the Caribbean.



BEST PRICE GUARANTEE

If you have an apples-to-apples quote lower than our Total System Price, Parking BOXX will beat it by 10%.

Buy direct from the Manufacturer & SAVE.



CUSTOM BRANDING

Match your corporate branding and colors! Ensure your customers know they are in the right parking lot. Extend your customer experience to the curb.



BEST INSTALLATION & SUPPORT

We have the best people in the industry. They enjoy what they do and they're darn good at it too!



IN A RUSH?

We'll get you a proposal faster than anyone in the industry. And our delivery times are the shortest in the industry.



INC 5000

Recently listed as one of the fastest growing companies in the U.S.



Why CloudEASE™?



LOWER CAPITAL OUTLAY

Looking for ways to start earning parking revenue?

- Generate ROI sooner with lower upfront costs!

EASE OF USE & ACCESSIBILITY

- User-friendly for the parking novice while offering advanced features & functionality.
- 24/7 availability on any device, via any browser, from anywhere in the world.



IMPORTANT FEATURES

- **Local Server:** ensures system operation even if the Internet is down.
- **EMV & Tap:** the most secure real-time credit card readers, with optional off-line approval to earn revenue during Internet disruptions.
- **Minimize Disruption:** parking kiosks can operate during LAN connectivity issues.

INTEGRATIONS & SCALABILITY

Enhance your parking system with:

- Reservations
- Online Payment
- Web Validations/Discounts
- Monthly Renewals



Custom Branding



EXTEND YOUR BRAND TO THE PARKING AREA!



WALK-UP PAYMENT



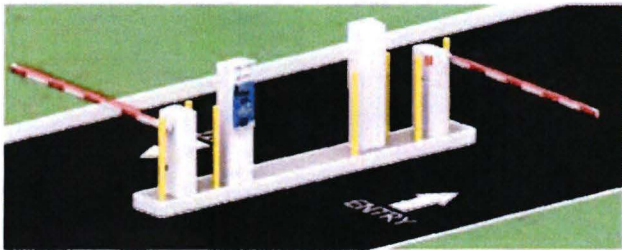
EXIT + HOTEL CARD DROP



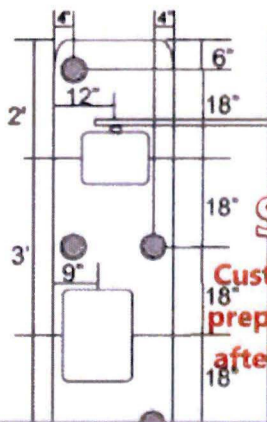
SAMPLE Laneway

LANEWAY 3D RENDERINGS & 2D DRAWINGS

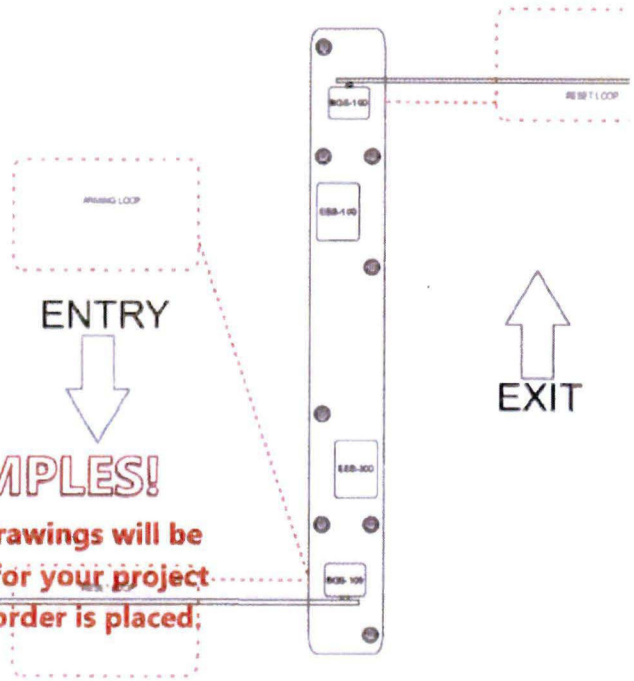
Here are 3D renderings & 2D drawings of a sample laneway. Customized 2D Drawings (see bottom two images) for your specific system configuration will be provided once your system has been ordered.



ISLAND DIMENSIONS
17'x2'x18"
6" above ground



SAMPLES!
Custom drawings will be prepared for your project after the order is placed;



CloudEASE™ Parking System Control in the Cloud

The Parking Management Software is called CloudEASE.

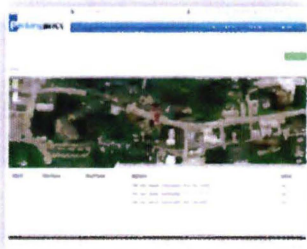
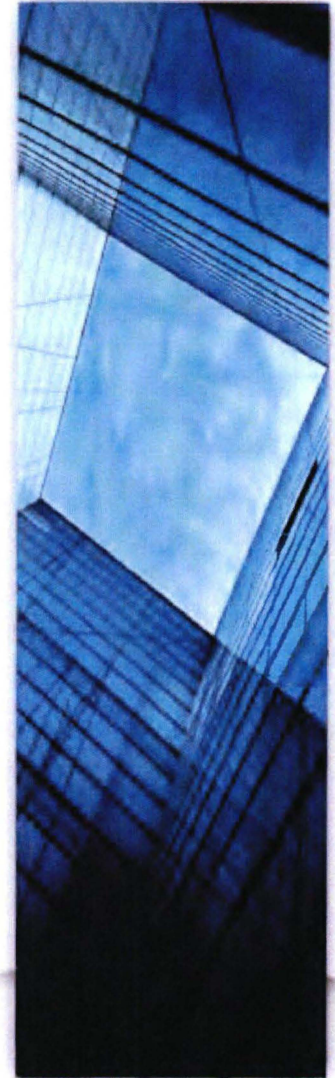
- Easily and quickly control all aspects of the parking system from the Cloud.
- View transaction counts, ticket status, spaces available counts, proximity RFID access control usage.
- Scale from a single parking laneway to many laneways across multiple garages.
- Configure complex parking rate structures, validations, discounts, coupons.
- View real-time machine operational status, including live screen view.
- Incorporate proximity RFID access control credentials (access permissions, usage control) & holders (monthly parkers, employees, etc.).
- Generate reports, export data to Excel or CSV for further manipulation or integration.
- Audit trails may be printed at stations to enhance cash controls.
- View detailed system logs and monitor via email/text alerts.
- Create granular user permissions to limit access.
- Automated data back-ups with redundant architecture.
- Integrate with third-party systems.
- PCI Compliant.

Validation Solutions & Passes

- Discount (amount, time, percentage) via:
 - On-line validation stations
 - Web-based validation
 - Coupon paper chaser tickets or stickers
- Automated pass sales

Reports

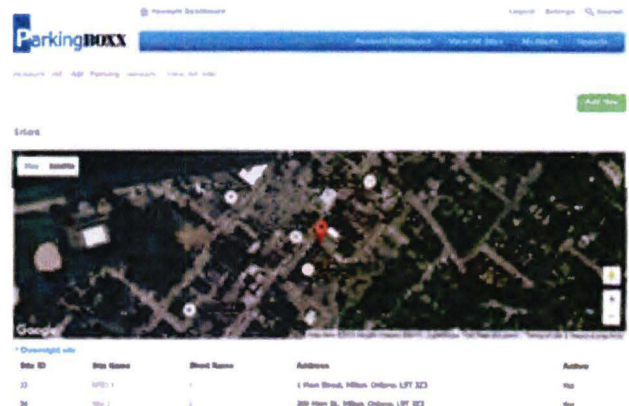
View real-time data. Generate reports by start + end date/time. Export data Excel or CSV.

A screenshot of a report or data export screen. It shows a table with columns for date, time, and other data points. The text is small but appears to be a structured list of records.

CloudEASE Dashboard



Site Map



Complex Rate Configurations, Update real-time

Rate Details | History

Rate Name* 3\$ per hour ?

Description

Rate Structure*
Max Price ? Leave Blank if no max

Priority	Rate	Duration	Time Frame	Periods
1	\$3.00	1	Hours	6
2	\$6.00	1	Hours	6

Receipt Setup/Preview On-line

Receipt Setup/Preview On-line

Receipt Type: This sub-menu

Receipt Line 1: Thanks for Parking

Receipt Line 2: with Parking BOXX

Receipt Line 3:

Active other header:

Print

Receipt Type: This sub-menu

Phone on dock

Phone on dock 2000

Registration rate

Registration Rate

Uncovered Spots

Extenda Rate Code

Play Day & Rate

Printing

Company Name

Truck

Total Due

Total Paid

Receipt Print example

```

    053 33 2 3
    2515 251333 2014
    Sep 05 2:33 PM
    SEP 05 2014
    SPACE 2 1 33
    EXTEND TIME 0 5 5 5
    252 2513 05 3 31 30 102
    252310f 31 30 31 05 11 3
    024 35 3X 30 3
    254 2524 25111
    254 31 5 314 05 0532 2 31
    315 111
    3374 3 05314 31
  
```

ENTRY BOXX

High-Speed Ticketing

Print Ticket at Parking Entrance for Paid Parkers

- Controlled by CloudEASE, the Parking Management Software that manages multiple rate structures, discounts, coupons, passes and more!
- Custom branding: corporate colors, logo and customized text.
- 12" LCD offers easy navigation with programmable story boards plus customizable/advertising images & multiple languages.
- Ticket machine provides real-time ticketing data. Press button, ticket issues in 2 seconds, ticket taken & barrier gate arm opens.
- QR barcode ticket, thermal paper, multiple lines of customizable text, date & time, ticket number, lane number.
- Issues up to 4,000 tickets per thermal paper roll.
- Single ticket issues only when a vehicle is present and barrier gate arm is closed.
- Retracted tickets are invalidated and stored in collection bin.
- Vehicle back-out invalidates ticket.
- Offline mode saves transactions for syncing upon reconnect.
- UPS backup power protects electronics with surge suppression and offers automatic voltage regulation.
- Thermostatically-controlled heater.
- Powder coated, stainless steel kiosk with drill resistant locks.
- Slim profile fits on narrow islands: 15" x 11" footprint.

OPTIONS

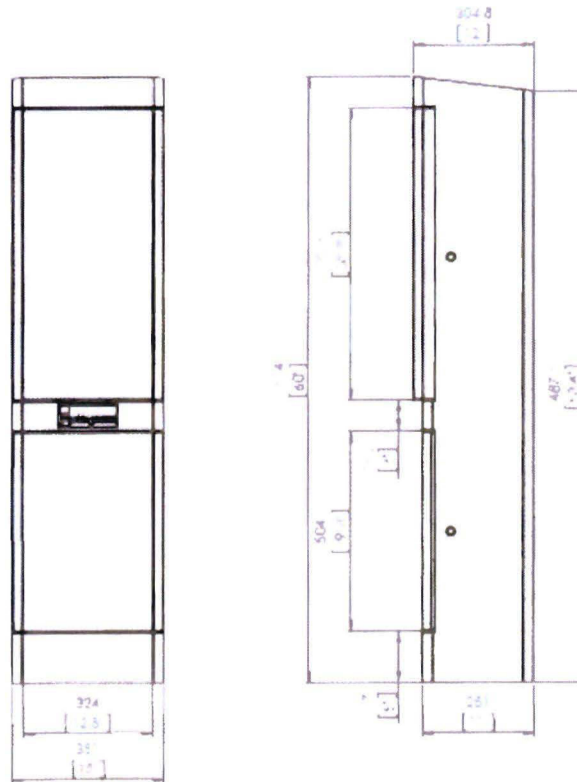
- Call for Assistance: VoIP or Analog intercom.
- Utilize RFID card access readers (proximity or long range) with CloudEASE or your existing building access system.
- Add a custom voice greeting. Add security cameras.
- Add lot open/full, spaces available, and other signage.

USABILITY

- Intuitive: 100% Rated "Very Easy to Use"
- 90% of Survey respondents found a large color screen helpful
- "Simple as it could be!" – Survey participant.
- "I have never used a parking machine before and this was very easy." – Survey participant.

TAKE TICKET





TECHNICAL SPECIFICATIONS

Kiosk Size	60" x 15" x 12" (152.4cm x 38cm x 32.4cm) (h x w x d)
Housing	304B Stainless steel with powder coating
Locks	Drill resistant
Operating Temp	-40°F/C with heater
Relative Humidity	97%
Power	120VAC, 60Hz, 5A
Weight	225lbs (102kg) without UPS
Printer	Thermal paper roll, up to 7,500 tickets per roll
Display	12" LCD
Warranty	1 year parts warranty
Certifications	CSA, PCI, ADA & AODA Compliant

EXIT BOXX

Ticket Rating & Payment

Payment by Credit/E2E, Bill, Coin (no change given)

- Controlled by CloudEASE, the Parking Management Software that manages multiple rate structures, discounts, coupons, passes and more!
- Custom branding: corporate colors, logo and customized text.
- 12" LCD offers easy navigation with programmable story boards plus customizable/advertising images & multiple languages.
- Scanner reads 1D & 2D/QR barcodes on paper or phone, including tickets, coupons, applies discounts and validations.
- Processes real-time payments, E2E encrypted credit card reader.
- Validation discounts automatically applied upon scan.
- Paid ticket or successful payment opens barrier gate arm. Receipt printing is automatic or optional.
- Operates off-line in the event of network or Internet loss.
- UPS backup power protects electronics with surge suppression and offers automatic voltage regulation.
- Thermostatically-controlled heater.
- Powder coated, stainless steel kiosk with drill resistant locks.
- Slim profile fits on narrow islands: 15" x 11" footprint.

OPTIONS

- Accept payments via bills, coins, tokens.
- Call for Assistance: VoIP or Analog intercom.
- Utilize RFID card access readers (proximity or long range) with CloudEASE or your existing building access system.
- Add an Eater to collect closed tickets and coupons/vouchers.
- Add a custom voice greeting. Add security cameras.
- Include a thermostatically controlled heater or dehumidifier.

USABILITY

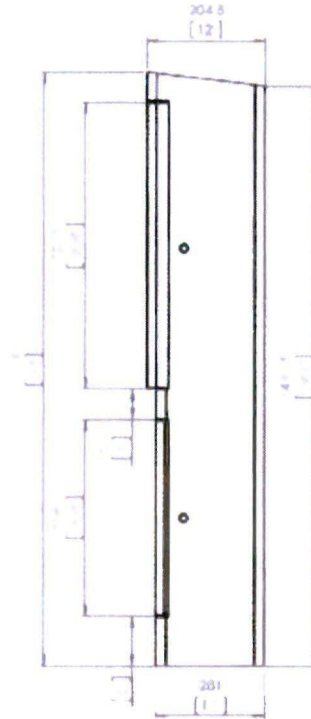
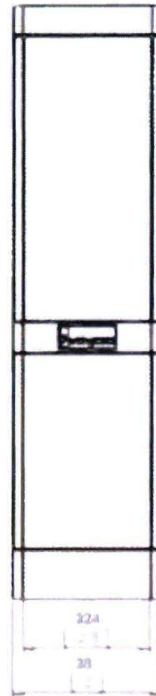
- 90% of Survey respondents found a large color screen helpful.

SCAN TICKET



12" LCD + Bill
Acceptor + E2E
Card Reader

12" LCD +
E2E Card
Reader + Bills
+ Coins



Additional models and custom colors are available.

TECHNICAL SPECIFICATIONS

Cabinet Size	60" x 15" x 12" (152.4cm x 38cm x 32.4cm) (h x w x d)
Kiosk	304B Stainless steel with powder coating
Locks	Drill resistant
Operating Temp	-40°F/C with heater
Relative Humidity	97%
Power	120VAC, 60Hz, 5A.
Weight	225lbs (102kg) without UPS
Printer	Thermal paper roll, up to 7,500 receipts
Display	12" LCD
Card Reader	Encrypted magnetic card reader
Warranty	1 year parts warranty
Certifications	CSA, PCI, ADA & AODA Compliant

MINI PAY BOXX

Ticket Rating & Payment

Payment by Credit/EMV, Bill, Coin (no change given)

- Controlled by CloudEASE, the Parking Management Software that manages multiple rate structures, discounts, coupons, passes and more!
- Custom branding: corporate colors, logo and customized text.
- 12" LCD offers easy navigation with programmable story boards plus customizable/advertising images & multiple languages.
- Scanner reads 1D & 2D/QR barcodes on paper or phone, including tickets, coupons, applies discounts and validations.
- Processes real-time payments, EMV encrypted credit card reader, Tap/NFC & PIN Pad.
- Validation discounts automatically applied upon scan.
- Paid ticket or successful payment updates ticket on local server. Receipt printing is automatic or optional.
- Operates off-line in the event of network or Internet loss.
- UPS backup power protects electronics with surge suppression and offers automatic voltage regulation.
- Thermostatically-controlled heater.
- Powder coated, stainless steel kiosk with drill resistant locks.
- Slim profile fits on narrow islands: 15" x 11" footprint.

OPTIONS

- Accept payments via bills, coins, tokens.
- Call for Assistance: VoIP or Analog intercom.
- Utilize RFID card access readers (proximity or long range) with CloudEASE or your existing building access system.
- Add an Eater to collect coupons/vouchers. Not available with bill and/or coin acceptance.
- Add a custom voice greeting. Add security cameras.

USABILITY

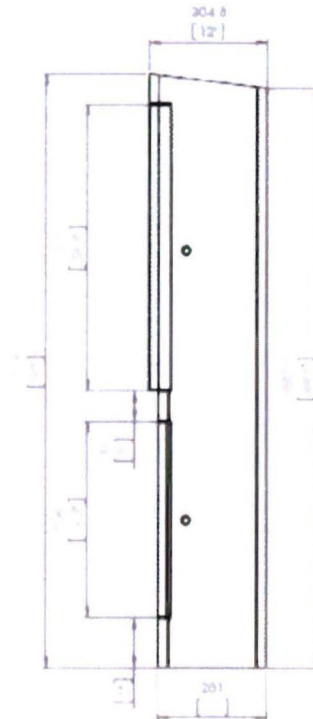
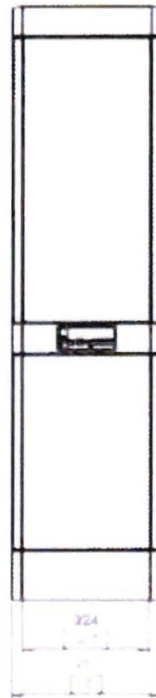
- 90% of Survey respondents found a large color screen helpful.

SCAN TICKET



**12" LCD + Bill
Acceptor + Card
Reader**

**12" LCD +
Card Reader +
Bills + Coins**



Additional models and custom colors are available.

TECHNICAL SPECIFICATIONS

Cabinet Size	60" x 15" x 12" (152.4cm x 38cm x 32.4cm) (h x w x d)
Kiosk	304B Stainless steel with powder coating
Locks	Drill resistant
Operating Temp	-40°F/C with heater
Relative Humidity	97%
Power	120VAC, 60Hz, 5A.
Weight	225lbs (102kg) without UPS
Printer	Thermal paper roll, up to 7,500 receipts
Display	12" LCD
Card Reader	Encrypted magnetic card reader
Warranty	1 year parts warranty
Certifications	CSA, PCI, ADA & AODA Compliant

BARRIER GATE

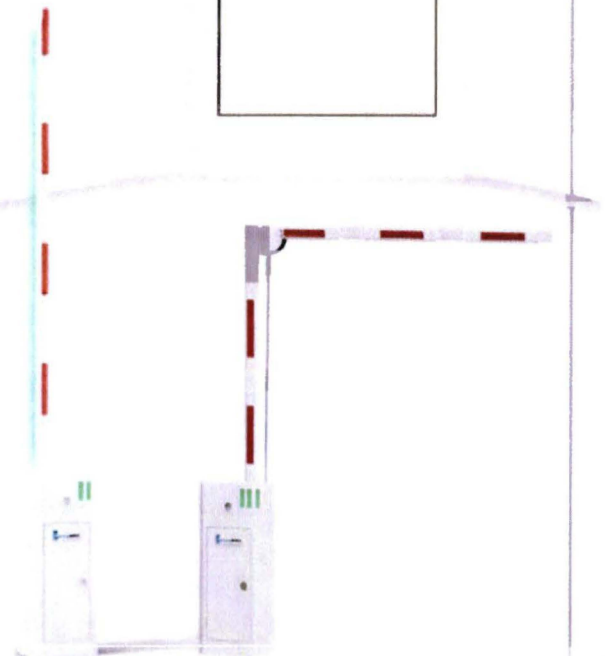
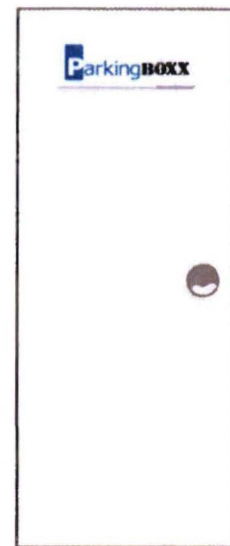
Straight Arm (10' or 12') or Folding Arm (12') (BGS-5xx)

Add a Barrier Gate to an Entry Lane or Exit Lane to ensure parking lot control. This durable stainless steel gate has been proven in extreme temperatures.

- Direct drive motor with 2-3 second programmable open speed.
- Barrier arm auto-reverses upon contacting obstruction.
- Audible warning alarm during closing cycle.
- Red/green illuminated panels on gate.
- Includes wireless receiver, and two remote controls to open/close barrier gate arm.
- Powder coated, stainless steel cabinet with slim profile.
- Single door access, removable top & manual open crank.
- Gate arm holder for lightweight aluminum arm, no special tools required for installation.

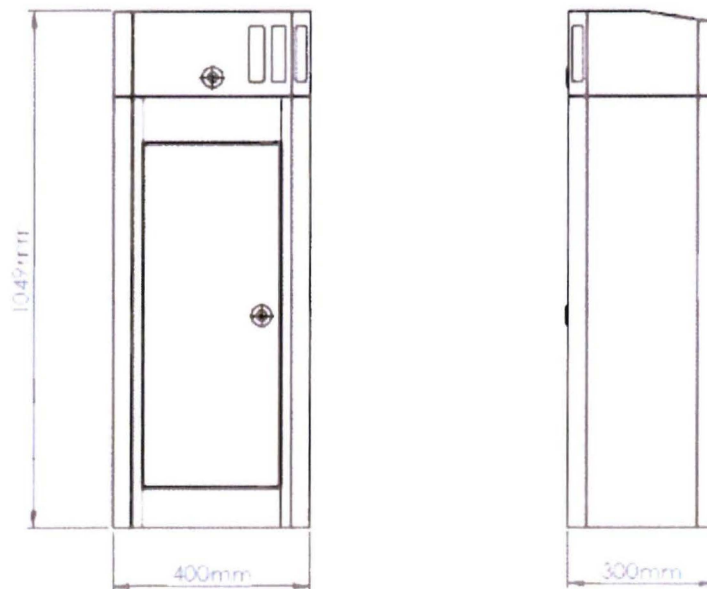
OPTIONS

- Straight Arm or Folding Arm (adjustable height) includes 3M high-intensity reflective striping for high visibility.
- Red/green lights on gate arm for enhanced visibility.
- Protective strip under gate arm.
- Breakaway release arm (straight arm only).
- Breakaway arm sensor.
- Battery-backup auto open on power loss.
- Infrared sensor – detects presence of an object, including humans. Recommended in high pedestrian traffic areas.
- Photo cell - detects obstacles within beam of light to prevent gate arm closing.
- Emergency Vehicle Siren Open (EVO-911)
- Emergency Vehicle Lights Detector/Phase Selector (EVS-700)
- Arm lengths greater than 12' (max 18') require motor upgrade (5 second open time, straight arm only).
- Memory vend for increased distance between payment and gate arm.
- Thermostatically controlled heater (operates to -40°F/-40°C).



RELATED ITEMS

- Loop (PVC or saw cut), standard or oversize vehicle dimensions.
- Loop Detector – detects vehicle presence to arm or reset barrier gate or open if free in/out gate.
- Wayfinding Sensors & Signage.
- Laser Vehicle Detector.
- Access Control Parking System with Keypad or Card Access.
- Stop/Go Light.
- Protective Bollard.



TECHNICAL SPECIFICATIONS

Cabinet Size	41.3" x 15.8" x 11.8" (104.9cm x 40cm x 30cm) (l x w x d)
Arm Options	Straight Arm: 10' to 12' (breakaway option) Folding Arm: 10" (adjustable height and length)
Wireless Distance	65' (20m) with built in receiver, includes two remotes.
Locks	Side door and removable top.
Operating Temp	-4°F to 150°F (-20°C to 65°C). -40°F/C with optional heater
Relative Humidity	98%
Power	110-120VAC, 60Hz, 5A. Optional: backup battery
Weight	130lbs (59kgs) without battery
Housing	304-B Stainless steel with powder coating
Warranty	1 year parts warranty
Certifications	CSA

UTAH STATE UNIVERSITY

Logan, UT



Full-Featured Parking System for University Campus Serving High Volume Parking

Site Owner: Utah State University

- 2 Main Campus Garages and Surface Lots
- 10 Lanes
- Pay On Foot Stations
- Card Access & Lot Open/Full Signs
- Custom Branding

Founded in 1888, Utah State University evolved from a small-town college nestled in the Northern Utah Mountains to a thriving research university respected around the world. USU offers a diverse array of programs and degrees which attracts students from all across the United States and globally. USU serves over 28,000 students which generates high parking volume during the school year.

Parking BOXX was the successful proponent under an RFP to replace existing Parking Access & Revenue Control Systems (PARCS) for Utah State University in Logan, Utah. Systems at the Big Blue Parking Garage and two adjacent surface lots went live in the first week of January 2015. A project with an extremely quick delivery time request, **BOXX** submitted a bid stating the system would be ready for use 6 weeks from receipt of deposit payment. The site was ready in 5 weeks, including shipping time. The existing system at another of the University's campus garages was automated with **BOXX** equipment in September 2016.



Grand America Hotel

Salt Lake City, UT



Site Owner: Grand America

AAA Five-Diamond Hotel Parking

- Overnight Self-Parking
- Overnight Valet Parking
- Daily Valet Parking
- Daily Event Parking
- Cashier Stations
- Guest Check-In Terminals

Featuring spectacular scenery, exceptional accommodations and gourmet dining, the Grand America Hotel is situated in the heart of downtown and only 10 minutes away from the International Airport in Salt Lake City, Utah. Being the only AAA Five Diamond hotel in Salt Lake City, the Grand America offers 775 spacious luxury rooms and suites which include 396 executive suites and 379 premier guest rooms. This luxurious hotel also boasts amenities that provide convenience and lavishness at every turn - featuring 75,000 square feet of meeting space, a luxurious spa, several options for fine dining, as well as on-site stores for shopping.

Parking BOXX successfully installed a new Parking Access & Revenue Control System (PARCS) for Grand America in October 2016. This full-featured parking system provides a pleasant and convenient parking experience for hotel guests.



Southwest Georgia Regional Airport

Albany, GA

Airport & Off-Airport



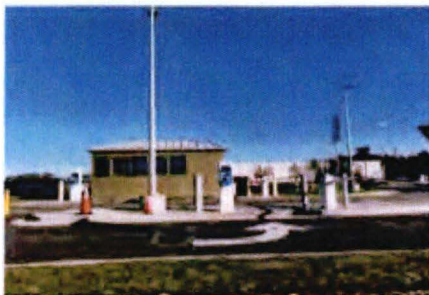
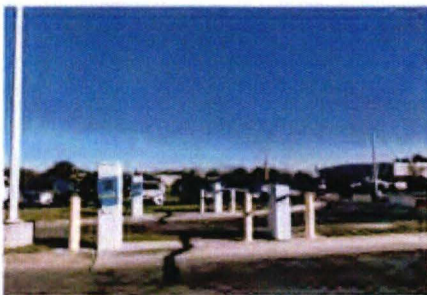
Site Owner: City of Albany

- Close to 300 Parking Spots
- 4 Entry Lanes & 2 Exit Lanes
- Long-term & Short-term lots with free-flow gates
- Pay On Foot Station
- EMV Chip/Mag/Tap Credit Card Readers
- Validation Terminal
- Card Access
- Custom Branding

"I am ecstatic with our Parking BOXX equipment! It looks gorgeous and it's so nice to FINALLY have a system that works! The entire Parking BOXX Team, from the frontline to the finish, has been amazing! We look forward to adding on within the next year. Thank you Parking BOXX!" – Debbie Davis.

Southwest Georgia Regional Airport (SWGA) is in Albany, Georgia, 180 miles south of Atlanta. SWGA serves 7,000 passengers annually. Albany is known as the Quail Hunting Capital of the World. The hunting industry is a major contributor to the local economy.

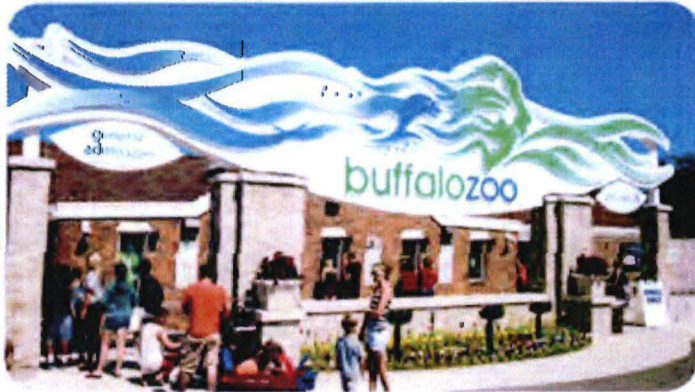
Parking BOXX was the successful RFP proponent to replace existing equipment with a complete Parking Access & Control System (PARCS) for SWGA in March 2019. The PARCS provides convenient parking options for visitors/staff and additional revenue for the Airport.



The Buffalo Zoo

Buffalo, NY

Theme Park & Destination



Site Owner: The Buffalo Zoo

- Full-Featured CloudEASE Parking System
- 1 Entry Lane & 1 Exit Lane
- Mini Pay Station
- Card Access
- Lot Open/Full Sign
- Full Wireless Communication System
- Custom Branding

The Buffalo Zoo is in Buffalo, New York. The zoo was founded in 1875 and is the third oldest zoo in the United States. There are more than 320 different species of wildlife and plants displayed at the Buffalo Zoo.

Parking BOXX successfully upgraded the Parking Access & Revenue Control System (PARCS) for the Buffalo Zoo in June 2020.





Quote PBXQ4471

Prepared For:

The City of Elko
1751 College Ave.
Elko, NV 89801

Phone: 775-777-7194

Email: jfoster@elkocitynv.gov

Prepared By:

Parking BOXX

Phone: 800-518-1230 x2

Email: proposals@parkingboxx.com

Website: <https://parkingboxx.com>

Terms

P.O. Number

Ship Via

FREIGHT

Line Item Detail

Qty	Description	Unit Price	Ext. Price
ENTRY BOXX			
1	ENTRY BOXX PACKAGE	\$13,095.00	\$13,095.00
	ENTRY BOXX: 12" Sunlight Readable Color Display, Illuminated Ticket Button (Press or Wave), Thermal Barcode Ticket Printer, Heater w/Thermostat, Voltage Regulating UPS, Stainless Steel Kiosk & Custom Printed Artwork [#ENB-500]		
	INTERCOM UPGRADE: VoIP Intercom & Remote Gate Open w/Front Housing (Note: 1 unit required per machine) [#INT-515]		
ENTRY BOXX UPGRADE OPTIONS			
0	PROXIMITY CARD READER UPGRADE (Note: 1 unit required per machine)* [#ACR-501]	\$395.00	\$0.00
0	LOT OPEN/FULL SIGN CABINET MOUNT: sign changes from green/open to red/full; disables transient entry with option to enable card access and/or reservations when lot is full (Note: 1 unit required per machine)* [#LFL-500]	\$2,900.00	\$0.00
0	SCANNER UPGRADE: 1D/2D Barcode Scanner (Note: 1 unit required per machine)* [#SCR-501]	\$1,600.00	\$0.00
0	CREDIT CARD UPGRADE: EMV Chip/Mag Tap Credit Card Reader (Note: 1 unit required per machine)* [#CCR-525]	\$2,000.00	\$0.00
EXIT BOXX			
1	EXIT BOXX PACKAGE	\$18,095.00	\$18,095.00

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Line Item Detail

Qty	Description	Unit Price	Ext. Price
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EXIT BOXX: 12" Sunlight Readable Color Display, 1D/2D Barcode Eater, EMV Chip/Mag/Tap Credit Card Reader, Thermal Receipt Printer, Heater w/Thermostat, Voltage Regulating UPS, Stainless Steel Kiosk & Custom Printed Artwork [#EXB-510]

INTERCOM UPGRADE: VoIP Intercom & Remote Gate Open w/Front Housing (Note: 1 unit required per machine) [#INT-515]

EXIT BOXX UPGRADE OPTIONS

0	PROXIMITY CARD READER UPGRADE (Note: 1 unit required per machine)* [#ACR-501]	\$395.00	\$0.00
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MINI PAY BOXX

1	MINI PAY BOXX PACKAGE: Credit Card Only	\$14,900.00	\$14,900.00
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MINI PAY BOXX: 12" Sunlight Readable Color Display, 1D/2D Barcode Scanner, EMV Chip/Mag/Tap Credit Card Reader, Thermal Receipt Printer, Heater w/Thermostat, Voltage Regulating UPS, Stainless Steel Kiosk & Custom Printed Artwork [#MPB-500]

MINI PAY BOXX UPGRADE OPTIONS

0	INTERCOM UPGRADE: VoIP Intercom w/Front Housing (Note: 1 unit required per machine)* [#VLD-110]	\$995.00	\$0.00
0	BARCODE EATER UPGRADE: 1D/2D Barcode Eater (Note: 1 unit required per machine)* [#EAT-500]	\$2,000.00	\$0.00

VALIDATION OPTIONS

Please select desired quantities. Note: there is a fee of \$25/month per Handheld Validator.

0	HANDHELD VALIDATOR*	\$1,995.00	\$0.00
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HANDHELD BOXX - VALIDATION: Handheld w/integrated 1D/2D Barcode Scanner; Validate via P-123 Web; requires Internet connection via WiFi; includes charging cradle w/Ethernet port [#HHB-500]

0	WEB VALIDATION*	\$95.00	\$0.00
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Line Item Detail

Qty	Description	Unit Price	Ext. Price
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P-123 PHONE APP - WEB VALIDATION: Validate Parkers via any browser from any device. This is a one-time setup fee. Additionally, a fee of \$25 per month for up to 5 validation accounts shall apply. [#SSS-553]

CLOUD CONTROLLER

1	BLACK BOXX CLOUD CONTROLLER & ROUTER: Controller ensures optimal system performance on the LAN & centralizes communication with the CloudEASE Server; Router allows for segmentation of the parking network [#SRV-500]	\$3,900.00	\$3,900.00
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BARRIER GATES

2	BARRIER GATE: Straight Arm*	\$3,580.00	\$7,160.00
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BARRIER GATE: Stainless Steel Cabinet, Direct Drive, Red/Green Lighted Lid, Built-In Receiver & 2 Remote Transmitters [#BGS-500]

(2) VEHICLE LOOP DETECTOR 110/120V [#VLD-110]

HEATER w/THERMOSTAT DIN MOUNT [#HTR-100]

BARRIER GATE ARMS

Each Barrier Gate requires 1 Arm; we recommend 2 spare Arms (total of 4 Arms for 2 Gates).

4	BARRIER GATE ARM 10' w/Red Reflective Tape* [#ARM-010]	\$195.00	\$780.00
0	BARRIER GATE ARM 10' LIGHTED w/Red Reflective Tape* [#ARM-010L]	\$350.00	\$0.00
0	BARRIER GATE ARM 12' w/Red Reflective Tape* [#ARM-012]	\$225.00	\$0.00
0	BARRIER GATE ARM 12' LIGHTED w/Red Reflective Tape* [#ARM-012L]	\$395.00	\$0.00

BARRIER GATE OPTIONS

0	BGS-5XX BACKUP BATTERY PACKAGE: raises gate arm in the event of power loss (Note: 1 unit required per barrier gate)* [#BGP-555]	\$495.00	\$0.00
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Line Item Detail

Qty	Description	Unit Price	Ext. Price
2	EXTERIOR MOUNT KEYSWITCH: locks the gate arm in open or closed position (Note: 1 unit required per barrier gate)* [#ELE-014]	\$295.00	\$590.00
0	BARRIER GATE INFRARED SCANNER: human presence sensor recommended for areas with pedestrian traffic near laneway (Note: 1 unit required per barrier gate)* [#VSS-100]	\$495.00	\$0.00

MODEM OPTION

*If you are unable to provide an Ethernet cable at the machine, please select desired quantity.
Note: there is a fee of \$40/month per Modem*

0	MODEM SYSTEM: 3G/4G Industrial Modem with vandalproof antenna; configure as the primary or as the backup to an Ethernet connection; AT&T or T-Mobile must work at the machine location (Note: 1 Modem is required per machine unless all units are connected via Ethernet)* [#MOD-228]	\$1,495.00	\$0.00
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Parking System SubTotal			\$58,520.00
20% Parking System Discount			-\$11,704.00

CAMERAS & NVR OPTIONS

0	CAMERA MOUNT PACKAGE - SINGLE: Single camera views vehicle or barrier gate operation; includes brackets, mounting & POE switch upgrade. (Note: add NVR if you wish to record video)* [#CAM-501]	\$499.00	\$0.00
0	CAMERA MOUNT PACKAGE - DUAL: Dual cameras view vehicle or barrier gate operation; includes brackets, mounting & POE switch upgrade. (Note: add NVR if you wish to record video)* [#CAM-502]	\$749.00	\$0.00
0	NVR: Network Video Recorder allows camera footage to be stored and saved; includes HDD & POE switch upgrade (Note: Cameras must be on the same LAN as the NVR)* [#CAM-510]	\$1,499.00	\$0.00
0	LPR CAMERAS & SERVER: Includes 1 LPR Camera per lane & configuration of the Local LPR Agent (Notes: LPR is a separate system; requires CAM-510; Cameras & NVR must be on the same LAN as the LPR Server; Customer must create an OpenALPR Watchman paid account)* [#CAM-520]	\$3,999.00	\$0.00

PAPER, CARDS & COUPONS

Please select desired quantities.

1	THERMAL TICKET ROLL (BOX OF 5 ROLLS): up to 4000 tickets/receipts per roll* [#PAP-500]	\$275.00	\$275.00
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Line Item Detail

Qty	Description	Unit Price	Ext. Price
0	PROXIMITY ACCESS CARD CS 26 BIT (BOX OF 100)* [#PAC-100]	\$395.00	\$0.00
0	COUPONS BLANK STOCK (1000 SHEETS OF 6)* [#PAP-700]	\$325.00	\$0.00
0	COUPONS PRE-PRINTED (100 SHEETS OF 6)* [#PAP-701]	\$75.00	\$0.00

VEHICLE DETECTION LOOPS

Each Barrier Gate requires 2 Loops (arming & reset). Saw Cut Loops are for existing asphalt or concrete laneways. PVC Loops are for gravel or new construction/paving. Oversized Loops are appropriate for lanes with Gate Arms longer than 12' or if the laneway will have regular transport trucks or vehicles towing a trailer/boat/RV. If you are replacing existing Gates, or keeping your own, you do not need to order new Loops - however, if any existing Loops are missing or damaged or otherwise inoperable, Parking BOXX will install new ones at the prices indicated below.

4	SAW CUT LOOP STANDARD* [#SCL-256]	\$500.00	\$2,000.00
0	SAW CUT LOOP OVERSIZED* [#SCL-610]	\$700.00	\$0.00
0	PVC PREFORMED LOOP STANDARD (2.5'x6'): Installation by Customer* [#VLP-256]	\$350.00	\$0.00
0	PVC PREFORMED LOOP OVERSIZED (5'x10'): Installation by Customer* [#VLP-510]	\$450.00	\$0.00
0	VEHICLE LASER SCANNER SYSTEM: vehicle and/or pedestrian detector w/IR & visible laser; for use in applications where saw cut or PVC loops are not feasible, such as metal rebar in the laneway (Note: 1 unit required per laneway)* [#VLS-100]	\$1,500.00	\$0.00

BOLLARD OPTIONS

Bollards are installed on the islands to help protect equipment from vehicle damage. The preferred method is to pour concrete bollards at the same time as the islands. However, if the islands are already poured or concrete bollards are not feasible for some reason, then bolt-down bollards should be implemented. Please ask your sales associate for recommended quantities.

0	BOLLARD BOLT-DOWN BLACK 3.5"x42"* [#BOL-501B]	\$300.00	\$0.00
0	BOLLARD BOLT-DOWN YELLOW 3.5"x42"* [#BOL-501Y]	\$300.00	\$0.00

INSTALL, TRAINING & FREIGHT

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Line Item Detail

Qty	Description	Unit Price	Ext. Price
1	INSTALLATION: Mount & Bolt, Hook Up & Commission [#SSS-501]	\$6,500.00	\$6,500.00
1	CONCIERGE SERVICE: Installation Techs remain on-site during Go-Live. This service is required to initiate the Remote Support portion of your warranty. Until the Concierge Service has been completed, all Remote Support inquiries will be billable. [#SSS-510]	\$3,500.00	\$3,500.00
	CONCIERGE SERVICE DISCOUNT: The Concierge Service is included in the Installation Fee if the site goes live immediately after installation. If Go-Live is delayed until a future date, the quoted Concierge Service fee shall apply. [#DSC-510]		-\$3,500.00
1	TRAINING: On-site hardware training, on-line software training, plus unlimited software training during warranty period. [#SSS-601]	\$1,000.00	\$1,000.00
1	FREIGHT & HANDLING [#FREIGHT]	\$2,000.00	\$2,000.00

CloudEASE PARKING MANAGEMENT SOFTWARE: 24/7 Web Access to Account, Sites, Machines, Rate Configuration, Printed Document Settings & Basic Reports, Data Backup 1-Year, SIP Server for VoIP Intercoms, Prepaid Per System (\$250/month via CC on-file or post-dated checks).

TAXES & SHIPPING/FREIGHT: Applicable taxes & shipping/freight fees will be added at time of invoicing unless otherwise itemized herein. Any freight charges included in the base proposal are for transportation within the continental US & Canada only - additional transit to further destinations are the Customer's responsibility (both cost & coordination).

DELIVERY & SCHEDULE: 6-8 WEEKS. Parking BOXX estimates that your system Installation will begin within this time frame, which starts after Parking BOXX's receipt of Customer's Deliverables (including written artwork approval and submission of VAR Sheet for merchant account).

MERCHANT ACCOUNT: Customer to open the compatible Gateway & Merchant account with Worldnet Payments. Chip & Tap: First Data, Bank of America & Citibank. Chip Only (or Tap in development): First Data, TSYS, Bank of America, Citibank, EVO, Heartland, Global, Elavon & Worldpay.

CIVIL WORK: Parking BOXX will provide laneway drawings upon receipt of deposit. Customer is responsible to ensure the site meets the specifications listed in the drawings.

PAYMENT TERMS: 50% Deposit & 50% Upon Completion (payment to be provided to Installation Technicians after System Acceptance).

LIFETIME WARRANTY OPTION: The system pricing of \$58,591 + \$250/month includes a Standard 1-Year Warranty. To purchase the system with a Lifetime Warranty, the price will be \$11,500 + \$1900 per month.



Best Price Guarantee
 If you have an apples-to-apples quote lower than our Total System Price, **Parking BOXX will beat it by 10%!**
Buy direct from the Manufacturer & SAVE.

SubTotal	\$58,591.00
Tax	\$0.00
Total	\$58,591.00

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TERMS, FEES & WARRANTY

TERMS

General Terms Of Sale. Parking BOXX reserves the right to cancel orders arising from errors, inaccuracies, or omissions. All Permits (including Building and Electrical) must be obtained by Customer. Customer is responsible to provide all applicable site preparation & civil work (including concrete, 120V electrical with 20Amps per lane, network/Ethernet, data communication, phone lines, saw cut & PVC loops) and associated permits as required. Parking BOXX will provide laneway drawings upon receipt of deposit payment. Customer is responsible to ensure the site meets the specifications listed in the drawings. Product shipped as ordered. Please ensure correct part numbers, products and compatibility. For tickets and validation stickers/coupons, specify any text or graphics, otherwise standard will be sent. Orders sent FOB Milton, ON or Sarnia, ON, collect or on account via the courier specified in the quote and/or proposal. Quotes and proposals are subject to terms at parkingboxx.com/terms. Prices quoted are in effect for 30 days unless otherwise stated.

Terms of Quote and/or Proposal Supersede. In the event that a specific term in the quote and/or proposal conflicts with a term listed herein, the term in the accepted quote/proposal shall supersede.

Delivery. Unless otherwise stated in the quote/proposal, the timeframe for delivery and installation shall be 10-12 weeks from receipt of purchase order and deposit payment and receipt of any other Customer Deliverables (including artwork approval and Merchant account creation).

Payment Terms. Payment terms shall be 50% due at time of order & 50% due to Technicians after Installation and upon System Acceptance. Upon receipt of the project balance payment, Customer shall receive a Welcome Package, which includes the keys and passwords for the Parking System.

Concierge Service. If the site does not go live immediately after installation, the quoted Concierge Service fee shall apply for a return trip. Going live without the Concierge Service may limit or void the Parking System warranty. The Concierge Service is required to initiate your Remote Support Warranty – all Remote Support will be billable until the Concierge Service has been completed.

FEES

Taxes & Shipping. Applicable taxes and shipping charges will be added at time of invoicing. If a Lift Gate is required on the delivery truck, please add \$200 to any quoted Freight & Handling charge.

Installation Agreement. Upon completion of any Customer Deliverables listed in the quote/proposal, Parking BOXX shall send an Installation Agreement to the Customer regarding the details of scheduling, including available dates, rules and fees for rescheduling and deficiencies.

Merchant Accounts. For E2E Encrypted Credit Card Reader, Customer to open Gateway & Merchant account (Global, Chase, First Data, TSYS) through Nationwide Payments. NOTE: In the USA, the EMV Merchant Account Options are: Chip & Tap: First Data, Bank of America & Citibank. Chip Only (Tap in development): First Data, TSYS, Bank of America, Citibank, Chase Paymentech, EVO, Heartland, Global, Elavon, Worldpay. Accounts NOT opened through Nationwide or WorldNet shall have an \$0.08 per transaction gateway fee plus a minimum balance if the Gateway Account is opened directly with Parking BOXX. In Canada, the Interac/EMV Merchant account shall be opened with Moneris.

VoIP Intercom Fees. For Parking Systems with VoIP Intercoms, the VoIP Intercoms have 2 dialing options: 1. Call any North America phone/cell number for a SIP Server Fee per Intercom prepaid annually. Includes initial time and date calling rule configuration, 500 calling minutes per month, and additional shall be billed at \$0.10 per minute; 2. Call a single Master Intercom Console via the local area network (LAN).

Remote Access VPN Fee. All Parking System Devices, including Validation & Guest BOXX terminals, must operate on the same LAN as the Parking Server. Any units not on the same LAN must be approved by Parking BOXX in writing and approved Devices will incur an annual prepaid fee.

Cloud Fees. If applicable, Cloud Fees shall be specified in your quote/proposal. Additionally, if Customer is unable to provide a hard-wired internet connection with Internet access for the LAN and 4G/3G/2G connectivity is required, this is not included unless a Modem and the associated Cloud Fees have been quoted. Customer shall be responsible for any misuse or abuse of data usage. Maximum data usage is 100 MB per monthly billing cycle. Overage shall be billed at \$10 USD per MB.

Site Preparation & Civil Work. Customer shall be responsible for all Site Preparation & Civil Work (as outlined in the quote/proposal, site specific drawings and Site Preparation Guide). Parking BOXX is not responsible for any Site Preparation & Civil Work unless specifically agreed in a separate, written agreement signed by both parties.

WARRANTY

General Terms and Conditions:

Start Date. The Warranty Start Date shall commence on the date Equipment ships from Parking BOXX or if the System is installed by Parking BOXX the date on which the Equipment is, in the sole discretion of Parking BOXX, ready to be operational. Extended Warranty renewals shall be extended from the prior warranty end date. Warranty is valid only for the original purchaser of Equipment and is not transferable. Warranties contained herein are in lieu of all other warranties expressed or implied, including warranties of merchantability and fitness for a particular purpose and exclude all liability for incidental or consequential damages however caused.

If there is a recall or safety notice issued by Parking BOXX for a particular Component, notice shall be sent to Customer. All Warranties offered herein are subject to Limitations of Warranty set forth below. No employee or representative of Parking BOXX may modify the Warranty unless in writing signed by a Parking BOXX corporate officer.

STANDARD WARRANTY

Parts. Parking BOXX warrants that Equipment shall to be free from defects in materials and workmanship for one (1) year from the Warranty Start Date. Equipment deemed defective shall be repaired or replaced pursuant to the discretion of Parking BOXX, and replaced and repaired parts shall be sent to Customer on Customer's shipping account or be charged applicable shipping charges.

Labor. Factory labor for the repair or replacement of defective Parts is included at no charge for one (1) year from the Warranty Start Date. Labor for on-site Service Calls and Routine Maintenance is not included under the Standard Warranty. For one (1) year from the Warranty Start Date the Standard Warranty also includes:

- Unlimited Remote Support during Business Hours.
- Software Maintenance Releases.

Basic Troubleshooting. Equipment shall only be deemed defective and subject to Warranty coverage after the Customer has completed all basic troubleshooting steps as requested by Parking BOXX Technicians.

WARRANTY EXCLUSIONS: Warranties offered by Parking BOXX do not cover: consumables including paper, proximity cards, arm replacement, etc.; any work performed by telecommunication, electrical, or civil contractors selected by Customer; basic troubleshooting, including resolving paper jams, coin jams, bill jams, replacing items that require only a screwdriver or pliers, resetting equipment, plugging in cables and replacing chips, SIM cards & SD cards; third party items, not provided by Parking BOXX, such as IT infrastructure, including but not limited to

routers, Ethernet cables, WiFi access points, etc.; local backup or recovery of Software or data; software reinstallation due to general computer related problems, such as viruses, new computer, or disk failure; updates or other changes required due to Merchant Processor requirements or Bill, Coin or other currency specifications; training on new or enhanced features; normal wear and tear, including repair and replacement of parts due to normal wear and tear; Warranty support requests received after the expiration of the Warranty or where Customer has failed to reply to Parking BOXX Support emails or phone calls within five (5) business days; damage due to acts of god or nature; any other defects.

VOIDING WARRANTY: Warranty coverage shall be void upon: improper use of product, abuse or misuse, including but not solely limited to the failure to use this product for its normal purposes or in accordance with Parking BOXX's instructions on usage and maintenance. Warranty may be voided upon, but not limited to the following circumstances:

- Connection to a faulty power source, a power source that surges or a power source or any other connection with incorrect voltage.
- Installation by an unauthorized service center.
- Use not consistent with the instructions and technical or safety standards prescribed in the product user manual.
- Alteration, modification, disassembly or unauthorized repair or attempted repair of Components.
- Usage of the product in conjunction with accessories that are not approved by Parking BOXX in writing.
- User inflicted intentional or accidental damage or vandalism.
- Alteration, deletion, or removal of the serial number or manufacturer labels or security stickers.
- Failing to complete the required Concierge Service, Hardware Training and/or Software Training prior to making the parking system operational.

EXTENDED WARRANTY

Extended Warranties are only available to Customers who have Equipment installed and serviced exclusively by Parking BOXX and have an active Warranty for that Equipment with Parking BOXX. Terms may be changed for renewals or extensions of Warranty coverage. If an Extended Warranty is requested for Parking Systems that have been installed or serviced by a third party, Parking BOXX reserves the right to inspect the Equipment and refuse the request or to refuse any request for an Extended Warranty for any reason. Only supported Equipment and Software qualify for Extended Warranty options.

----- End of Terms Fees & Warranty Document -----



AMANO McGANN

PROPOSAL

Proposal for: Parking Lot Revenue Control System at the Elko Regional Airport

Project Location:
975 Terminal Way
Elko, NV 89801

Submission Date: 10/27/2020

Submitted to:
Elko Airport
975 Terminal Way
Elko, NV 89801

Prepared by:
Lew Kious
Amano McGann Sacramento
900 Doolittle Drive
San Leandro, CA 94577
510-568-6484
lew.kious@amanomcgann.com

www.amanomcgann.com



Amano McGann, Inc
900 Doolittle Drive, Suite 8A
San Leandro, CA 94577
Tel: 510-568-6484
Fax: 510-568-0687
www.amanomcgann.com

October 27, 2020

Elko City Clerk
1751 College Ave.
Elko, NV 89801

Dear Sir/Madam,

It is my pleasure to provide you with the following revised pricing to install an Amano McGann Parking Access and Revenue Control System (PARCS) for your facilities at the Elko Regional Airport. The proposed Aria solution will replace the existing Amano McGann parking equipment, and meets all of the specifications of the October 2020 RFP except as noted in the bid documents.

The new equipment will use Amano McGann's newest Aria architecture, which features proven 2D encrypted barcode ticket technology and is a cloud-based solution, which reduces cost and improves maintenance and support. The equipment includes entry and exit lane equipment which allow credit card payment in-lane, a Walk-up Pay-on-Foot station, and an online validation solution. The proposed Aria solution provides all of the functionality which is required, except as noted in the included Bid Documents. Please find attached the data sheets describing these products in-detail.

The provided prices include the equipment, freight, taxes and installation.

Please let me know if you have any questions or comments regarding this proposal. I'd be happy to meet with you to discuss it.

Regards,

Lew Kious
Amano McGann

AMANO McGANN

Executive Summary

Amano McGann, Inc. is pleased to submit our formal response to Elko Airport for the Parking Access and Revenue Control System (PARCS) project. We are the parking solutions leader in North America and have been designing scalable market-specific solutions for over 40 years. Some of the most robust and active facilities rely on us to provide reliable and efficient parking management tools. This vote of confidence stems from our ability to provide real-life solutions that reduce costs, secure revenue streams, provide superior customer service and offer unmatched management tools.

We have completed a comprehensive proposal to meet the requirements outlined for this opportunity. Our proposed system is designed for ease of use by parking patrons and includes powerful management tools for overseeing day-to-day parking operations. The system is tailored to your needs and will be implemented in a phased approach to minimize impact on your operations. Amano McGann's overall goal for your new PARCS solution is to balance the patron experience with efficient revenue and access control.

Amano McGann has orchestrated the most extensive and flexible ensemble of equipment and software, prompting innovation throughout the parking industry. We offer multi-tiered product lines to ensure we always deliver the most comprehensive and cost-effective solutions for each of our clients. Our system architecture and communication platforms work in harmony to improve performance, yield and customer satisfaction.

Our United States-based hardware manufacturing and software development is led by the most experienced engineering and development team in the industry. We deliver unrivaled service with over 350 employees dedicated to helping our clients maximize their parking investments. Backed by parent company Amano Corporation Japan (ACJ), we benefit from support of a worldwide organization with over 4,500 employees, generating more than \$1 billion in annual revenue. Our history and global stability give us the financial strength and capacity to provide, implement and maintain PARCS solutions of any size and complexity.

One of the most important attributes of our proposal is the inclusion of Amano McGann's experienced team. Our project managers oversee technical staff and subcontractors and remain onsite throughout the installation and system startup process to ensure a seamless PARCS implementation. Our professional services team focuses on project management with extensive experience delivering solutions for projects of every size and scope. Post-installation, our local service team will support your operations through the largest branch and dealer network in the industry, backed by a national support team.

As the leading United States-based parking systems and software producer, we are the only company who offers corporate and development support. This open communication allows us to design and maintain a system that meets all your needs. We can provide a next-generation, cost-effective PARCS solution that will support Elko Airport's parking operation for many years to come.

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Company Overview

Amano McGann is a parking and security technology company headquartered in Minneapolis, Minnesota. Our next-generation products allow our clients to effectively manage on and off-street parking operations as well as monitor and secure their facilities.

We offer complete PARC systems, parking management software, video surveillance and access control solutions. Amano McGann has successfully completed over 7,000 installations worldwide and our experience includes projects for airports, educational institutions, event venues, financial institutions, healthcare facilities, hotels, municipalities, office complexes, port authorities and retail centers.

Amano McGann is a subsidiary of Amano Corporation Japan (ACJ). Since 1931, ACJ has been delivering products and services catering to time and environment issues. Amano McGann was founded with an emphasis on parking and security solutions and now has an extensive sales and service network consisting of 21 branch offices and over 40 distribution partners throughout the United States and Canada.

Our team of over 350 employees includes expert industry engineering and development professionals as well as first-class technical support staff. We are dedicated to providing our clients with innovative parking and security solutions through cutting-edge hardware and the most comprehensive and flexible software suite in the industry.

All Amano McGann products are developed in our state of the art and eco-friendly manufacturing facility located in Cincinnati, Ohio. Machining, plastic injection molding, printed circuit boards and final assembly are all done in-house to ensure high-quality efficiencies and faster lead times for our customers.

Whether your goal is to maximize revenue, control access, increase security or offer unmatched customer service, Amano McGann has the right solution for your parking or security application.

Financial Stability

Backed by parent company ACJ, Amano McGann benefits tremendously from the influence and support of a global corporation generating more than \$1 billion in annual revenue and 4,500 employees. Our history and our national and global stability gives us the financial strength and capacity to provide, implement and maintain a system for your company. More details and full financial statements are available at:

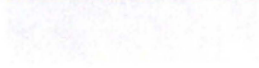
<http://www.amano.co.jp/English/IR/financialreport.html>.



AMANO MCGANN BRANCH AND DEALER LOCATIONS



AMANO MCGANN MANUFACTURING FACILITY



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Business Form

Amano McGann, Inc. was formed and incorporated in 2007 in the state of Delaware. Amano McGann is the wholly-owned subsidiary of ACJ and Amano USA Holdings. Company headquarters and manufacturing facility locations are listed below:

Amano McGann Headquarters

2699 Patton Road
Roseville, MN 55113
Phone: 612-331-2020

Amano McGann Manufacturing Facility

130 Commerce Drive
Loveland, OH 45140

Advantages and Differentiators

For over 40 years, Amano McGann has been developing, manufacturing, installing and servicing parking and security solutions to a wide variety of businesses throughout North America. We are the largest parking solutions manufacturer and distributor in the United States, and as a leader in the parking and security industry we have completed thousands of installations. Our team is committed to the design, engineering, manufacturing, installation, service and support of all Amano McGann hardware and software products. Our established national network of branch offices and authorized dealers strive for excellence through continuous training and certification with Amano McGann products and services. We strive to deliver a high level of sales expertise, installation and post-sale support to our customers.



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Proposal Summary

The following pages contain the Pricing Proposal. The equipment has been selected based on the requirements relayed to Amano McGann and our experience working with valued clients around the country. If there are any questions about the equipment being proposed, its suitability for operation, or the scope of work included, please contact Amano McGann anytime.

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OFFICIAL BID DOCUMENTS

CITY OF ELKO GENERAL SPECIFICATIONS

	MEETS	
	Yes	No
GENERAL		
A. All equipment furnished under this contract shall be new, of current production and include complete installation instructions	X	
B. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use, shall also be included.	X	
C. Units shall conform to the best practices known to the industry in design, quality of material and workmanship.	X	
PARKING LOT REVNEUE CONTROL SYSTEM		
A. Furnish 1 walk up pay station	X	
B. Furnish 2 vehicle barrier gates	X	
C. Furnish 1 entry lane station/w ticket dispenser	X	
D. Furnish 1 exit lane station with credit card reader	X	
E. Furnish 1 host computer	N/A	
F. Cashless system	X	
TRAINING AND MATERIALS		
A. Any applicable training shall be provided after install	X	
B. (2) complete parts and service manuals to be provided at time of delivery	X	

List any deviations from bid specifications:

- Dual language support (English & Spanish) is not currently available but is planned.
- The required credit card readers for the Exit Station and Walk-up Pay Station MUST be acquired directly by the Elko Airport in order to meet PCI Security standards (chain of custody).
- The proposed Aria solution is a cloud-based solution and, as such, does not have a purchase price for a server or software. However, monthly software charges of \$634.00 will be invoiced. See the attached detailed pricing for specifics.

CITY OF ELKO BID PROPOSAL FORMS
Bid Proposal to furnish equipment, deliver and install software
AIRPORT PARKING LOT REVNUUE CONTROL SYSTEM

Total Base Bid Price in Numbers: \$66,384.87

Total Base Bid Price in written form: Sixty-six thousand, five hundred ninety-two dollars and eighty-seven cents.

The undersigned declares that he/she has carefully examined and understands the bidding documents. Also, the requested information as noted in bidding documents has been included with this form.

Amano McGann
Company Submitting Bid
900 Doolittle Dr., Suite 8A
Mailing Address
San Leandro, CA 94577
City, State, Zip

Lew Kious
By: Company Representative
510-568-6484, x3
Phone Number

Fax Number

USE THIS FORM TO SUBMIT BID PROPOSAL. ATTACH COMPLETED SPECIFICATION SHEET, DESCRIPTIVE DATA, BROCHURES, "EXCEPTIONS TO BIDDING CONDITIONS AND SPECIFICATIONS" (IF NEEDED) AND ANY OTHER INFORMATION REQUIRED IN BIDDING DOCUMENTS

**CITY OF ELKO
SPECIAL TERMS AND CONDITIONS**

A. Bidder is required to submit descriptive data or printed specifications describing units offered. Failure to comply with this request may be cause for non-acceptance of bid.

B. ADHERENCE TO SPECIFICATIONS: Deviations to any of the requirements set forth in this bid shall be so stated in written form in space provided or attached on separate sheet if additional space is required.

C. Service and Parts Availability: May be determining factor in award of this bid. State name and location of nearest service and parts facility:

Amano McGann
8220 Belvedere Ave., Suite A
Sacramento, CA 95826
Phone No: 916-456-1065

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CONTACT PERSON NAME:

Joseph Feldman (Please Print)

D. Delivery: Airport Revenue Collection System and equipment shall be delivered to the Elko Regional Airport 975 Terminal Way, Elko, Nevada. Equipment must be delivered within four-five (45) days after the date of Notice of Award. Bidder shall provide post install programming for the system.

E. Warranty: Minimum warranty shall be one year to include all defective parts and labor or the Manufacturer's standard warranty. Copy of warranty must be furnished with submitted bid. Successful bidder shall provide warranty service within twenty-four (24) hours after notification that such service is required due to failures covered by warranty. In the event such service is not provided within the specified time, the City of Elko may elect to have the repairs made or make the repairs in their own shop and bidder shall reimburse the City of Elko for all costs incurred for such repairs.

All warranty and recall service shall be performed by an authorized service representative/facility or on-site if applicable.

F. Questions pertaining to bidding documents shall be directed to the City of Elko, Airport Manager; 975 Terminal Way Elko, NV 89801 or by calling (775) 777-7194.

G. The laws of the State of Nevada shall govern the validity, construction, performance and effect of the contract or lease, which to successful bidder shall execute. Jurisdiction and venue for any action related to the contract or lease shall be in the District Court of the Fourth Judicial District, Elko County, Nevada.

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Elko- Elko Airport PARCS- N

Elko Airport PARCS

Proposal Number: 01530527

Submission Date: 10/27/2020

Proposal valid through: 11/22/2020

Submitted to: Elko Airport

975 Terminal Way
Elko, NV 89801
Tel:
Email:

Submitted by: Amano McGann, Inc.

Lew Kious
900 Doolittle Drive
San Leandro, CA 94577
Tel: 510-568-6484
Email: lew.kious@amanomcgann.com

Model	Description	Qty	Unit Price	Extended Price
Parking Barrier Gates				
A-1210/2A3	Aria Series One Gate, Integrated Field Connect Board Version	2	\$3,700.00	\$ 7,400.00
AL10	10' Straight Aluminum Gate Arm	2	\$280.00	\$ 560.00
L5	2' x 6' Pre-Fabricated Loop w/25' lead-in.	4	\$210.00	\$ 840.00
A-0110/000-5000	Heater Kit - AMI-1200 Series Only.	2	\$420.00	\$ 840.00
Entry Station				
A-1000/A1G06BE	Aria Series One Entry/Exit Station - Freedom Pay-Ready, RP40 HID. Barcode ticket, 1D/2D barcode scanner, RP40 HID multiclass proximity reader, and thermal ticket/receipt printer. FreedomPay iUC285 Ingenico Reader-Ready. Amano EN75 Gray (RAL 7047) and standard blue graphics panel. iUC285 Ingenco contact/contactless credit card reader sold separately. Must be purchased direct from manufacturer.	1	\$11,100.00	\$ 11,100.00
Exit Station				
A-1000/A1G06BE	Aria Series One Entry/Exit Station - Freedom Pay-Ready, RP40 HID. Barcode ticket, 1D/2D barcode scanner, RP40 HID multiclass proximity reader, and thermal ticket/receipt printer. FreedomPay iUC285 Ingenico Reader-Ready. Amano EN75 Gray (RAL 7047) and standard blue graphics panel.	1	\$11,100.00	\$ 11,100.00

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iUC285 Ingenco contact/contactless credit card reader sold separately. Must be purchased direct from manufacturer.

Walk-up Pay Station

A-1000/A1006BP	Aria Series One Credit Card Only, Pay-on-Foot Station w/Freedom Pay EMV	1	\$10,800.00	\$ 10,800.00
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Connectivity

A-0100/AN000	Aria Series One Network Kit	1	\$1,900.00	\$ 1,900.00
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Ticket & Receipt Paper

AVP-904900	Thermal Ticket/Receipt Printer Rolls	4	\$23.00	\$ 92.00
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Remote Support

PSS-10A	Aria Remote-Location Software setup and Project Management (up to 4 devices) - One-time setup fee required for each installation of up to 4 Aria devices.	1	\$4,000.00	\$ 4,000.00
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Cloud Data Hosting

AOS1280	Aria Data Hosting & 24/7/365 Remote Support	1	\$0.00	\$ 0.00
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Software

Intercom Support

Electronic Validation Support

On-site Installation

Misc-AMI-Misc	Misc - Distance labor and per-diem	1	\$0.00	\$ 0.00
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Subtotal:	\$48,632.00
Installation Services:	\$13,160.00
Professional Services:	\$0.00
Subcontractors:	\$0.00
Freight and Tax:	\$4,592.87
Total:	\$66,384.87

Recurring Costs

Model	Description	Qty	Unit MRC Price	Extended MRC Price
AOS1000	Aria Master Software License (Up to 4 Devices)	1	\$475.00	\$ 475.00

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AOS1131	Aria Web-Based Call Center Software License	1	\$50.00	\$ 50.00
AOS1130	Aria Mobile & Web Validation Software License	1	\$109.00	\$ 109.00

Terms and Conditions

Conditions and Disclaimers

1. Amano McGann calculates installation labor using our standard Merit Shop Labor Rates. Should Client require Prevailing Wage, Union, and/or PLA Labor, additional costs may apply and will be quoted separately.
2. Amano McGann shall not be liable for penalties and/or consequential damages.
3. If the proposed solution describes a requirement for monthly, quarterly, or annual maintenance fees, these fees will be billed in advance of providing services. If these fees are not paid within 30 days after receipt of invoice, Amano McGann may, after giving seven (7) days' written notice, suspend services until all amounts due have been paid in full.
4. Specific requirements for EMV, E2EE and P2PE are determined independently by others outside Amano McGann and our industry, including the respective card networks, issuers and processors and are subject to change. Clients are strongly encouraged to evaluate specific requirements against their own specific business needs and to work with their bank, and processor to evaluate the approved solution provider configurations that satisfy relevant minimum card and terminal requirements.
5. For any product that accepts credit card as a means of payment and is configured for EMV, E2EE and P2PE: owner/merchant is responsible for negotiation and execution of an agreement with an approved Amano McGann Gateway/Merchant Service Provider and are required to select from a list of processors supported by that gateway. Fees associated with gateway and transaction processing through the solution provider are the responsibility of owner/merchant.
6. All orders must be submitted in writing and are effective only upon acceptance by an Amano McGann authorized representative. Amano McGann may reject any proposed purchase order prior to its acceptance by an Amano McGann authorized representative for any reason.
7. Amano McGann reserves the right in its sole discretion to modify, change and/or to discontinue the availability of, or support for, any product, feature or service.
8. Job-site services such as installation, system commissioning, startup and training are not included unless otherwise specifically stated.
9. Amano McGann assumes that all existing conduit, power and low-voltage cabling, and inductive loops are functional and serviceable unless otherwise included in the proposal equipment list.
10. This quotation does not include a cardholder database conversion/import from the facility's existing access control system database. Additional professional services fees apply for such work. Upon request, Amano McGann will update this quotation to include a cardholder database conversion/import.
11. Prices in this proposal do not include any third-party setup and/or service fees including, but not limited to, internet service, telephone service, hosting, credit card processing, etc.
12. Any Flexpass, Command, or Data API's through the Subscribe Cloud API service conduit will require applicable subscription setup and/or fees for services. It is the owner's responsibility to enter an agreement with each third-party. All fees associated with this agreement are the responsibility of the owner/operator.
13. This quotation excludes additional customer policies and/or procedures not specified in this document.

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14. Overture software/maintenance licensing fee is included through the standard and extended warranty periods. Upon expiration of the standard or extended warranty, the required applicable licensing fees will be billed annually.
15. Allowance pricing, if any, is provided based on the information available at the time of bidding. If pricing exceeds allowance, Amano McGann will provide actual pricing to purchaser before proceeding with work.
16. Depending on configuration, Airtime, Hosting, Integration and Credit Card Processing fees for Amano Multi-Space Meters are required per meter per month. Price per meter per month is in addition to the base proposal amount and will be billed quarterly or annually depending on agreement.
17. AmanoValet powered by CVPS solutions will require an annual CVPS Gold licensing and support plan is required for on-premise solutions. Depending on configuration, an AmanoValet solution may also require a recurring data hosting fee. Cellular fees, if any, are the responsibility of the owner.
18. Amano McGann reserves the right to negotiate mutually acceptable contract terms.

Installation

- By Amano McGann and subcontractors as detailed above.
- By Amano McGann as detailed above.
- All work to be performed during the standard business hours of 8AM - 5PM, Monday through Friday. Additional charges apply for work requested to be performed after standard business hours and/or weekends.
- Firm start date for installation to be determined after complete order, including any setup/configuration forms, has been received by Amano McGann.
- Installation scheduling varies based on the current project work-load at the time complete order is received.
- Provide a project manager to coordinate, plan and execute the system installation.
- Supply electrical wiring diagrams and equipment/conduit layout drawings/specs to contractors.
- Disconnect and unbolt existing parking lane equipment - store on-site per owner's request.
- Disconnect, unbolt, and dispose of existing parking lane equipment.
- Supply and install all parking equipment and software listed above.
- Terminate low-voltage electrical connections.
- Program all equipment to customer rates and per operational requirements/policies.
- Install and configure all operating and database systems.
- Install and configure all software applications.
- Install and configure credit card software/readers.
- Commission all equipment and software for properly functionality.
- One (1) comprehensive training program for all equipment and software modules.
 - One (1) group training session per software module.
 - One (1) group training session on lane equipment operations and maintenance.
 - One (1) group training session for on-foot Pay Station operations and maintenance.
 - One (1) group training or supervisor training session on Fee Computer operations and maintenance.
 - One (1) follow up training session on the software system, 2 weeks after Go-Live date.
- Final system testing, checkout and walk-through.
- ***Provided by Others (unless otherwise specified in the proposal)***
- Permits, drawings, inspection fees and any costs associated with permits and drawings

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- Any work required to bring the existing facility up to code.
- Re-bar and post tension cable locating.
- Power circuits, conduit, wiring and connections in accordance with Amano McGann specifications and typical layout drawings.
- Low-voltage conduit and wiring in accordance with Amano McGann specifications and typical layout drawings.
- Concrete/asphalt (including new, repair/restoration of existing, modifications to existing) and safety bollards in accordance with Amano McGann layout drawings.
- Server system in accordance with Amano McGann specifications.
- High speed internet service with connection provided to the server system (10 Mbps upload and download w/static IP address). Failure to provide internet connectivity and remote access software shall result in standard service charges for any on-site warranty software support.
- All IP networking hardware and configuration for the proper functioning of the system. IP networking devices include, but are not limited to, modems, routers, switches, firewalls and VPN devices.
- TCP/IP LAN drops to specified areas.
- Dedicated "P.O.T. S" phone lines or analog PABX extensions with wiring provided to the specified communications head end location.
- Merchant account with a Credit Card Processor (Clearinghouse) required for credit card transactions must be received 15 days before installation.
- Canopies / weather-covers for pay-in-lane pay station.
- Construction build-out for lobby pay station.
- Overhead rolling grille/door interface, including safety equipment, IR photo-beam and close timers.
- Remote access for system support via internet connectivity. Owner/operator shall provide a secure user account with login/password credentials to Amano McGann.
- SMTP relay email account with login/password credentials for "Notification Service" software.
- Removal, installation or tie-in of new or existing third-party card access, camera and/or intercom systems.
- Safe, secure and climate-controlled location, including office fixtures, for head-end server installation.
- Permission to saw-cut and drill in equipment locations.

Product Delivery

Estimated lead time for equipment and software is 8-10 weeks from receipt of all required order forms and deposit payment for product delivery. Quoted delivery dates are approximate, and not guaranteed, and represent Amano McGann's best estimate based upon current lead times. All equipment and software is subject to final billing and shipment immediately upon shipping notification to Client unless other arrangements are agreed in writing. Delivery Date to be set forth at the time of Contract Execution.

Delivery date for equipment and software is _____ or _____ days after receipt of all required order forms and deposit payment for product delivery, whichever occurs later.

Time of Project Performance

Substantial Completion date is _____ or _____ days after receipt of deposit payment and all required setup/configuration order forms, whichever occurs later. Should Amano McGann be delayed in the completion of the work by any act, inaction, or default of Client, or of any agent or contractor of Client ("Client Delay"), or by any labor dispute, unusual delay in deliveries, abnormally adverse weather conditions, damage by fire or other



casualty or act beyond the control of Amano McGann, then the Substantial Completion Date shall be extended for a period equivalent to the time lost by reason of any of the aforesaid causes. If any Client Delay exceeds 30 days, Client shall accept immediate delivery of the equipment at the jobsite or arrange for delivery to other Client storage location and Amano McGann shall invoice Client any balance due for the equipment. or Substantial Completion Date to be set forth at the time of Contract Execution

Bonding, Insurance, & Liquidated Damages

Payment and Performance Bonding requirements and costs are not included in this proposal (unless otherwise noted) and shall be quoted at additional cost to the Client upon request. Any insurance requirements outside of standard coverages carried by Amano McGann shall be quoted to the Client (at Amano McGann's option and if available) at an additional cost based upon additional requirements and terms of coverage. Amano McGann shall not be liable for liquidated damages.

Taxes

Applicable taxes included in this proposal. If Client is tax exempt, Client will provide a tax exemption certificate for this project. Client agrees to pay and satisfy any taxes levied in connection with this project and to hold Amano McGann harmless from all tax obligations, penalties and interest imposed by any governmental entity in connection with this Contract.

Payment Terms

1. 50% deposit payment due upon acceptance of proposal.
2. 25% payment due upon delivery of equipment to AMI Branch.
3. Final 25% invoice upon substantial completion
4. All payments due - Net 30 days. A 1.5% finance charge may be added to any invoice over 90 days.

Change Orders

Any alteration or deviation from the above specifications including, but not limited to, any such changes involving additional material and/or labor costs, will be executed only upon a written change order for the same, signed by both Client and Amano McGann. If there is any charge for such alteration or deviation, the additional charge will be added to the contract price including any restocking or reengineering charges resulting from such changes.

Cancellations and Returns

Client may not cancel orders or return goods without the written consent of Amano McGann. If Amano McGann approves a cancellation or return, Client agrees to pay a minimum 25% cancellation/restocking charge. All sales involving custom products are non-cancelable and are final.

Equipment Storage Fees

Unless otherwise agreed in writing, Client shall pay to Amano McGann a \$25 per pallet, per week storage fee for any equipment stored in our warehouse after the delivery date agreed upon by the parties, provided that the equipment is available for delivery on such date. Storage fees will begin fourteen (14) days after the mutually agreed delivery date if Client is unable or unwilling to accept the finished goods.

AMANO McGANN

Storage fees will continue until Client accepts delivery of the equipment. Client will receive weekly charges against their account for storage of their equipment at an Amano McGann location. Invoices will be sent monthly.

Warranty

Unless noted otherwise, a standard one-year warranty on parts and labor for defects in materials or manufacture is included. Warranty does not cover damage or malfunctions resulting from acts of God, collision, vandalism, misuse, electrical surges, power failure, or use of non-manufacturer approved parts or consumable supplies.

Force Majeure

Amano McGann shall not be liable for any damages, direct, indirect, incidental or consequential, resulting from delay in performance or nonperformance caused by contingencies, happenings or causes beyond the control of Amano McGann, including, but not limited to, fire, flood, storm, power failure, labor trouble or shortage, war, acts of Government, accidents, material shortage, equipment failures or Acts of God. In the event of the occurrence of any such contingencies, Amano McGann may suspend or terminate its performance hereunder without responsibility to the Client for any damages resulting from such suspension or termination.

Relationship; Non-Solicitation

Amano McGann and the Client understand and agree that each is an independent contractor. The Client is not a franchisee, partner, broker, employee, servant or agent of Amano McGann and neither has, nor will represent that it has any power, right or authority to bind Amano McGann or to assume or create any obligations or responsibilities, express or implied, on behalf of Amano McGann or in Amano McGann's name. Client also agrees not to solicit, contract with, hire or otherwise engage the services of any Amano McGann employee rendering services to the Client for a period of one hundred eighty (180) days after the termination of any and all obligations between the parties.

Software License

Amano McGann grants the Client a limited, non-exclusive and non-transferable license to the Amano McGann computer software programs in object code form listed in the Proposal and related user guides (collectively, "the Software").

Proprietary Rights; Reverse Engineering

All copies of the Software in any form are, and shall remain, the exclusive property of Amano McGann and shall be treated as Confidential Information by the Client. The Client acknowledges that it: (i) is not acquiring any right, title, or interest, express or implied, in the Software; (ii) shall not use, sell, transfer or otherwise copy or distribute the Software except as expressly authorized by Amano McGann; and (iii) shall not assert, claim any interest in, or do anything that may adversely affect the validity or enforceability of, any trademark, trade secret, copyright or other proprietary right belonging to Amano McGann (including, without limitation, any act, or assistance to any act, which may infringe or lead to infringement of any copyright in any of the Software), nor attempt to grant any right therein. Client acknowledges and agrees that: (i) it shall not reverse engineer, disassemble or decompile the Software, nor permit the disassembly, decompilation or reverse engineering of the Software; (ii) that a violation of this Agreement may irreparably harm Amano McGann; and, (iii) in addition to any other right or remedy available at law or in equity, Amano McGann shall be entitled to obtain injunctive relief to prevent Client from continuing any violation of this provision.

Proposal Validity

This proposal is valid for until 12/31/2020. If the executed contract and/or purchase order is received after the expiration date, Amano McGann will issue a revised proposal.

Proposition 65 Disclaimer

For California Customers - The products to be purchased pursuant to this proposal are not consumer products and are not intended to be consumer products under the California Safe Drinking Water and Toxic Enforcement Act of 1986, codified as Cal. Health & Safety Code § 25249.6, *et. seq.*

Acceptance & Authorization

THE PRICES, DELIVERABLES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. AMANO MCGANN IS AUTHORIZED TO PERFORM THE WORK AS SPECIFIED.

Proposal Number: 01530527

Total Proposal Amount w/ Selected Options _____

Agreed on Behalf of: _____

Signature: _____

Print Name and Title: _____

Date: _____

Billing Address: _____

Client PO Number:

—

Agreed on Behalf of Amano McGann, Inc.:

Signature: _____

Print Name and Title: _____

Date: _____



AMANO McGANN

AMI-1200 Series

Universal Barrier Gate

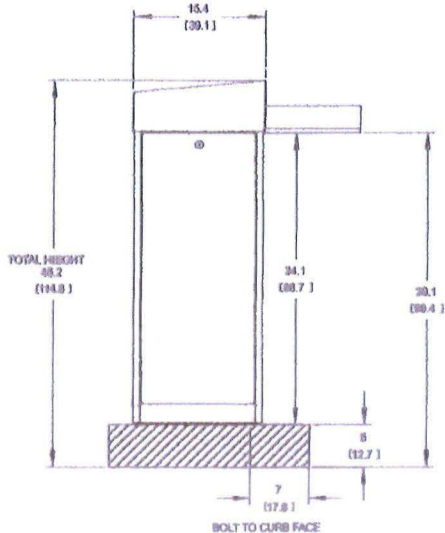


The AMI-1200 Series Universal Barrier Gate is designed to control vehicles in both attended and unattended parking traffic lanes by means of a straight or folding aluminum gate arm. The AMI-1200 is activated by a vend signal from a connected device, utilizing the Entry Terminal, Exit Terminal, Pay-in-Lane, credential reader or other access control device. The on-board microprocessor provides flexible lane logic, control and functionality and supports three switch-selectable modes of operation to meet the needs of customer applications.

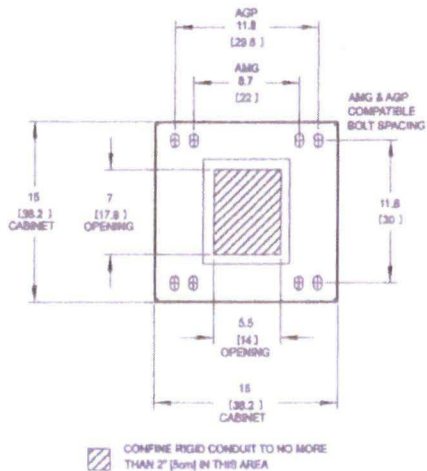
Features

- DC direct drive motor minimizes gate arm droop
- Selectable "auto-up" on power failure feature utilizing 12V battery
- Standard "extra-sensory" safety feature
- Able to store successive inputs for multi-vend applications
- Built-in detector harness supports two vehicle loop detectors for control of up to three loops
- One duplex 110V AC service convenience outlet
- Pedestal footprint design allows direct replacement of AGP and AMG gates
- Upper mechanism plate rotates in three directions independently of the pedestal for site-specific placement of the service access door
- Optional thermostatically controlled heater for extreme cold conditions

CURB DIMENSIONS



BOLT LAYOUT



ALL DIMS: INCHES [CM]

SPECIFICATIONS

ELECTRICAL

Service amps: 120 VAC, 50/60 Hz, 20 AMPs
Connections: One duplex utility power outlet, main power field box, main power switch with built-in circuit breaker

MOTOR CHARACTERISTICS

High Torque Motor: 1/6 Hp DC direct drive gear motor
Speed: 3600 RPM
Starting amps: 20A (120V)
Running amps: 1.5A (120V)
Brush Life: 3-million gate cycles

GEARBOX CHARACTERISTICS

Gear Ratio: 111:1
Torque Rating: 644 in-lbs.

GATE ARM CHARACTERISTICS

Height: 34" (86 cm) in down position from bottom of cabinet
Length: AL35: 11' (323 cm) – folding gate arm – aluminum
 AL12: 12' (365 cm) – aluminum

ENVIRONMENTAL

Temperature: 0°F to 122°F; -22°F with heater option
Humidity: 10% to 90% humidity (non-condensing)

CABINET

Heavy-duty, 14-gauge all weather steel construction
 Direct replacement footprint for other Amano McGann gates
Dimensions: 36" H x 13.58" W x 11.81" D (91.44 cm x 34.49 cm x 30 cm)
Access: Removable hood on drive mechanism (360° access)
 Removable door with keyed latching lock
Finish (Standard): White (RAL9010), OPUS and Overture Gray (RAL7022), AMG Gray Classic. Custom colors available

MICROPROCESSOR-BASED CONTROLLER

Gate up/normal/down switch (internal manual override)
 Two built-in detector sockets will accept single channel (EOE-122510) or dual channel (EOE-122520) vehicle detectors to support a maximum of three loops. One dual detector included.
Operational Modes: Free way, one way, two way
Switch Selectable: "Extra sensory" timer, closing loop safety "auto stop", backout timer, backout mode, power fail arm position, multi-vend and diagnostics

Aria Series One

Self and Valet PARCS Solution



Exit and Pay-on-Foot

A single Aria Series One device can function as an entry, exit, or credit card pay station for complete flexibility. Aria stations process 2D barcode tickets, facilitate proximity access, and support ticketless and credit card ingress and egress. Payment options include validations, credit card, and mobile payment. Intuitive user guidance is provided through a large, touch-screen display with built-in camera and IP intercom for call center capability.

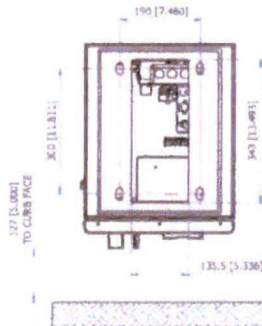
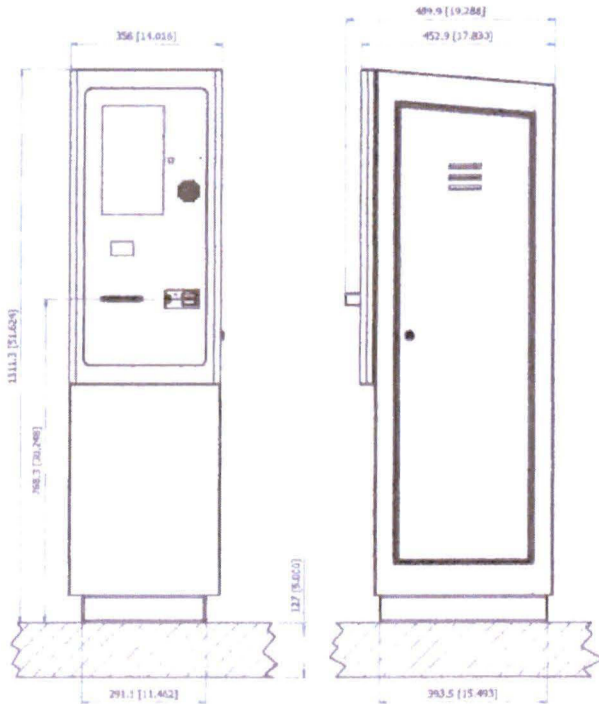
Features

- One device for Entry/Exit/POF functionality
- 2D barcode system
- P2PE and EMV credit card options
- Proximity access
- Bluetooth reader options
- TCP/IP network connectivity
- Optional cellular backup
- Modular USB components for easy service
- Intercom and camera for built-in call center
- Textured power coat finish
- LPR compatibility
- Communicates with Aria cloud-based software driven by CVPS



Aria Series One

Self and Valet PARCS Solution



SPECIFICATIONS

COMPLIANCE

RoHS Compliant

Aria Series One Entry, Exit, and Pay-on-Foot devices do not store credit card data
Pay-on-Foot Station meets ADA (Americans with Disabilities Act) requirements

ELECTRICAL

Power Source: 120 VAC, 60 Hz

Utilization: 6 amp maximum (120V)

ENVIRONMENT

Temperature: -20°F - 120°F (-29°C - 49°C) with optional heater kit for low temperatures

Humidity: 10% - 90% (non-condensing)

HOUSING

Heavy-duty, 14-gauge steel construction, weather gasketing, lockable door

Height: 51.6" (131.1 cm)

Width: 14.0" (35.6 cm)

Depth: 19.18" (48.7 cm)

Weight: 140 lbs (63.5 kg)

Finish (Standard): Textured powder coat finish Aria Grey (RAL#7047)

DISPLAY

Height: 5.625" (14.3 cm)

Width: 10.0" (25.4 cm)

TICKET READER/ENCODING MECHANISM

Thermal printer

Encodes 2D data matrix barcode data

Reads all accepted 2D data matrix barcode tickets and validation coupons

INTERCOM/CAMERA

Integrated IP intercom and camera

OPTIONS

Proximity access reader models optional

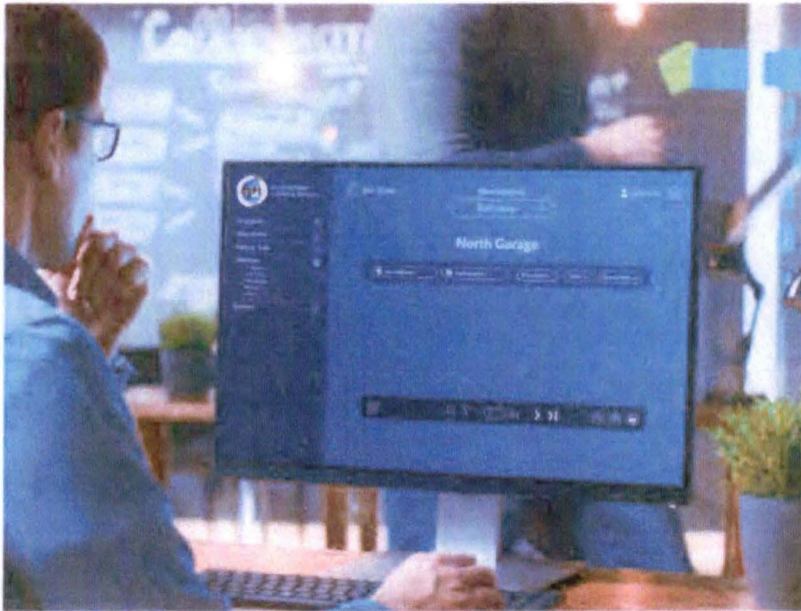
Bluetooth reader optional

LPR optional



Aria Series One Software

Parking Management Platform



Aria Software, built on the CVPS software platform, provides a comprehensive back-office solution for Aria Series One devices delivering a fully-integrated self and valet parking system. Deployed in the cloud, Aria provides web-based controls for intuitive dashboards, user alerts, reporting, and system management.

Aria's built-in call center allows you to easily assist customers in the lane with the ability to view device status and transactional details, push rates to payment devices, and vend gates. The Mobile Pay-by-Phone solution allows patrons to use the camera on their phone to pay remotely without downloading any applications.

Features

- Cloud-based software deployment
- Multi-tenant management
- Mobile Pay-by-Phone functionality
- Revenue management
- Access control
- Mobile and web validation options
- Built-in call center
- Online aggregator sales
- Hotel management system integrations
- LPR integration
- Customizable dashboards and comprehensive reporting
- Communicates with Aria Series One devices



Aria Mobile Pay-by-Phone



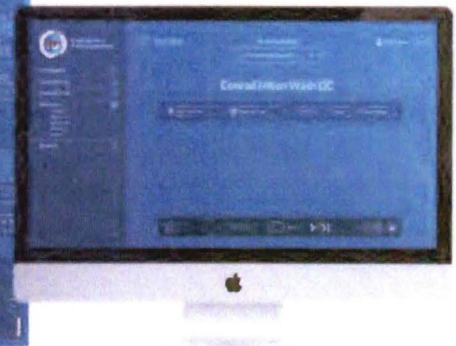
No App to Download!



Aria Dashboard and Reporting



- Customizable data views
- Comprehensive reporting
- System alerts
- View by location, region, or enterprise



Aria Call Center



- Push rates
- Change monthly status
- Vend gates
- View lane device status
- View transactional detail



AMANO McGANN

A history of innovation, customer dedication, and financial stability has led Amano to the forefront of the parking industry. As the world leader in parking management solutions, Amano is committed to developing quality products and long-term relationships in every market we serve through integrity, operational excellence, and a strong customer focus.

Amano supports numerous installations across multiple markets through an extensive sales, service and support network comprised of branch offices, dedicated distribution partners, and U.S.-based software development and manufacturing facilities.

www.amanomcgann.com

**Elko City Council
Agenda Action Sheet**

1. Title: **Consideration and possible approval of a “Contract of Purchase and Sale of Parcel with Professional Office Building,” and matters related thereto. FOR POSSIBLE ACTION**

2. Meeting Date: **November 24, 2020**

3. Agenda Category: **APPROPRIATION**

4. Time Required: **10 Minutes**

5. Background Information: **Due to the COVID-19 crisis, the City of Elko has been actively seeking to purchase a suitable building of approximately 5,000 square feet, with adequate space for employee and public parking. The City of Elko reviewed three (3) different buildings and associated property for suitability, and subsequently had each property appraised.**

Due to building occupancy limits in the two (2) City-owned modular buildings at City Hall, additional office space is needed to accommodate the Planning, Engineering, Community Development, and Building Departments.

Staff recommends entering into a “Contract of Purchase and Sale of Parcel with Professional Office Building” for property located at 1750 Manzanita Drive, for a total purchase price of \$700,000. A copy of the contract has been included in the agenda packet for review. CC

6. Budget Information:

Appropriation Required:
Budget amount available:
Fund name:

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:

**CONTRACT OF PURCHASE AND SALE OF PARCEL
WITH PROFESSIONAL OFFICE BUILDING**

THIS CONTRACT made and entered into in duplicate this 21st day of August 2020, (the "Effective Date") by and between **ELKO PROPERTIES, LLC, a Nevada Limited Liability Company** ("SELLER") and the **CITY OF ELKO, NEVADA, a municipal corporation and political subdivision of the State of Nevada** ("BUYER").

R E C I T A L S

WHEREAS, SELLER desires to sell, and BUYER desires to purchase, the real property located at 1750 Manzanita Drive, Elko, Nevada, Assessor's Parcel Number 001-601-011 (the "Property");

WHEREAS, a 5,000± square foot professional office building is located on the Property;

WHEREAS, the Property consists of a 50,965± square foot (1.170± acre) parcel located on the east side of Manzanita Drive, 154.25± feet south of Idaho Street, City of Elko, Elko County, Nevada. A legal description of the Property is attached at **Exhibit 1**;

WHEREAS, the parties intend that the BUYER shall receive title to the Property by Nevada Grant, Bargain and Sale Deed within **One Hundred Twenty (120) calendar days** of the date this Contract is approved by the Elko City Council, and cash payment in the amount of **SEVEN HUNDRED THOUSAND DOLLARS AND NO CENTS (\$700,000.00)** (except as otherwise reduced as provided herein) at the time of Closing;

WHEREAS, BUYER has inspected the Property and has determined that it is satisfactory for its intended purposes;

NOW, THEREFORE, in consideration of the Recitals contained above and for the conditions and covenants hereinafter contained, the parties hereto agree as follows:

AGREEMENT

I.

SALE OF PROPERTY

The SELLER agrees to sell to the BUYER and the BUYER agrees to purchase from the SELLER, free and clear of all liens, liabilities and encumbrances, subject to the terms and

conditions set forth in this Contract, the Property, to include all buildings and improvements thereon, commonly known as 1750 Manzanita Drive, Elko, Nevada, more particularly described in the Recitals of this Contract, *supra*.

II.

PURCHASE PRICE

The BUYER shall pay to the SELLER, in full, in exchange for the purchase of the Property, subject to the terms and conditions contained herein, the sum of **SEVEN HUNDRED THOUSAND DOLLARS AND NO CENTS (\$700,000.00)** (except as otherwise reduced as provided herein) (hereinafter the "Purchase Price"), payable by the BUYER to SELLER only in lawful money of the United States of America, in the following manner:

- A. An Earnest Money Deposit of **ONE THOUSAND DOLLARS (\$1,000.00)** shall be placed into the escrow for the purchase of the Property by BUYER no later than **ten (10) business days** from the Effective Date.
- B. The amount of **SIX HUNDRED NINETY-NINE THOUSAND DOLLARS (\$699,000.00)** (except as otherwise reduced as provided herein) shall be paid to SELLER in cash at Closing.

III.

TITLE TO PROPERTY

- A. The SELLER shall retain legal title to the Property until Closing. At Closing, SELLER shall cause legal title to the Property, free and clear of liens and encumbrances, to be conveyed to BUYER, save and except for (1) such reservations, restrictions, restrictive covenants, easements, and rights-of-way as are reflected in the preliminary title report, to be given pursuant to this Contract, which are approved by the BUYER prior to Closing as being acceptable to BUYER or which are accepted by BUYER pursuant to Subparagraph III.B, below; (2) accruing taxes which are a lien but not yet due and payable (except as otherwise provided herein) at the close of sale; and (3) the terms, exceptions, exclusions and provisions of a standard owner's title policy. Until such time as SELLER has caused legal title to the Property to be conveyed to BUYER, SELLER shall not sell, convey, transfer, assign or encumber the Property in any manner, and any act of the SELLER inconsistent with this requirement shall be deemed a default by SELLER.

- B. Upon signing this Contract, BUYER may, at BUYER'S expense, obtain a preliminary title report covering the Property. After receipt of the preliminary title report, BUYER shall have **ten (10) business days** to approve or object to any exception listed in the preliminary title report (the foregoing ten-day period is hereinafter referred to as the "Title Due Diligence Period"). If at the expiration of the Title Due Diligence Period BUYER does not object to title to the Property in the manner set forth below, the title to the Property as shown in the preliminary title report shall be deemed accepted. Objection by the BUYER shall be deemed sufficiently given if sent by letter, email or facsimile to SELLER. Each objection to a title matter in the preliminary title report shall clearly identify the exception or the part of the exception to which the objection applies. The date of mailing (including emailing) or facsimile is deemed the date of giving such notice. Approval and acceptance of title by BUYER shall be conditioned upon the condition that title of the same quality and nature as that approved, shall be conveyed to and vested in BUYER at Closing.
- C. In the event BUYER timely notifies SELLER of its objection(s) to any item listed as an exception in the preliminary title report, SELLER shall have the right, but not the obligation, to cure the title objection(s). SELLER shall inform BUYER in writing not later than **ten (10) business days** after receipt of BUYER'S title objection(s) whether SELLER shall cure such objection(s), by delivering to the BUYER a Notice of Intent to Cure. The SELLER'S Notice of Intent to Cure shall be deemed sufficiently given if sent by letter, email or facsimile to BUYER. The date of mailing (including emailing) or facsimile is deemed the date of giving the Notice of Intent to Cure. Unless otherwise expressly stated in this Contract, SELLER'S failure to timely deliver a Notice of Intent to Cure shall be deemed SELLER'S election not to cure the title objection(s). BUYER'S election not to object to an exception in the preliminary title report prior to the expiration of the Title Due Diligence period shall be deemed BUYER's waiver of any objections to title to the Property.
- D. In the event SELLER does not deliver to BUYER a Notice of Intent to Cure following BUYER'S title objections given in the manner set forth above, then BUYER may terminate this Contract by giving written Notice of Termination to SELLER by mail, email or facsimile no less than **ten (10) business days** following delivery of BUYER'S title objections to SELLER, whereupon BUYER shall have no further obligation hereunder, except for all obligations of BUYER which by their express terms or nature are to survive a termination

of this Contract. If BUYER timely and properly terminates this Contract by giving written Notice of Termination to SELLER, the Earnest Money Deposit shall be returned to BUYER, and SELLER and BUYER shall equally pay the Escrow Agent's escrow cancellation fee, including charges for any title work, preparation of the preliminary title report and providing title exception documents. If BUYER does not terminate this Contract as above provided in this Section III.D, then the condition of title to the Property as stated in the preliminary title report shall be deemed satisfactory to BUYER.

IV.

POSSESSION

BUYER shall have possession of the Property upon Closing.

V.

DUTY TO MAINTAIN BUILDING/PROPERTY

Until the time the Purchase Price is paid in full, SELLER agrees to keep the Property in substantially the same condition, excepting reasonable wear and tear, and if the Property is damaged prior to payment in full of the Purchase Price, SELLER shall, within a reasonable time, repair the Property at its sole expense in order to comply with this Article V. SELLER will not make any additions to the Property with the BUYER'S prior written consent.

VI.

ACKNOWLEDGMENT

BUYER shall have the opportunity to inspect the Property prior to the close of sale. BUYER acknowledges and agrees that the same is being sold in its present condition and state of repair. BUYER further acknowledges that it is responsible for all taxes, utilities and other expenses related to maintenance of the Property after Closing.

VII.

ESCROW

The SELLER and BUYER shall open an escrow, within **five (5) business days** following the Effective Date, with Stewart Title in Elko, Nevada. Upon execution of this Contract by the parties, the SELLER and BUYER shall execute escrow instructions to be

delivered to said escrow agent to carry out the terms hereof and close this sale. SELLER and BUYER shall thereafter, respectively, execute, pay, deliver and deposit in escrow all documents and payments necessary to close this sale by the escrow agent by the date set for Closing. The escrow instructions shall contain provisions consistent with this Contract, and in the event of variation, this Contract shall control, unless the parties expressly agree in writing that such variation amends this Contract. The parties shall authorize the escrow agent to complete and date documents as necessary to close this sale in accordance with this Contract.

In the event this sale shall fail to close by reason of SELLER'S default hereunder, the SELLER shall pay the escrow agent's standard cancellation charges. In the event escrow shall fail to close by reason of BUYER'S default hereunder, BUYER shall pay the escrow agent's standard escrow cancellation charges.

VIII.

CONVEYANCING

The parties agree that the Grant, Bargain and Sale Deed (**Exhibit 2**) and this Contract shall be held in escrow by Stewart Title, located at 810 Idaho Street, Elko, Nevada 89801, subject to the escrow instructions referenced herein.

The parties understand that Stewart Title shall not deliver the Grant, Bargain and Sale Deed (**Exhibit 2**) to BUYER until BUYER has satisfied all obligations hereunder which are required prior to or at Closing.

IX.

PRORATIONS

The following items shall be prorated as of the date of Closing (unless otherwise indicated):

- A. **Property Taxes and Special Assessments.** All state, county, school district and city taxes and special assessments shall be prorated, with BUYER reimbursing the SELLER its pro rata share of any prepaid taxes and/or assessments.
- B. **Fire Insurance.** See Section XVI (Risk of Loss and Destruction of Assets), below.

- C. **Utilities.** All fees for water, sewer and electricity shall be prorated, with BUYER reimbursing SELLER for its pro rata share of any prepaid utility fees.

X.

CONDITION OF PROPERTY

- A. **BUYER'S Inspection and Investigations.** BUYER'S obligation to close the escrow created hereunder and purchase the Property is subject to satisfaction of the contingency items set forth below within **sixty (60) calendar days** from the Effective Date (hereinafter the "Inspection Due Diligence Period"):
1. **Physical Inspection.** BUYER'S inspection and approval of the physical condition of the Property. SELLER hereby grants BUYER and BUYER'S agents or representatives the right to enter the Property from time to time for the purpose of the foregoing inspection.
 2. **Studies/Reports.** BUYER'S approval of such studies and reports as it determines are necessary for its evaluation of the Property. Such studies and reports shall be obtained by BUYER at its sole cost and expense and may include, but are not limited to, architectural, engineering, economic, utility studies, soils tests, geotechnical reports, hazardous or toxic substance reports or an environmental audit, and a survey of the Property. Upon completion of the survey of the Property, BUYER agrees to deliver a copy of the survey to SELLER without charge. BUYER and third parties engaged by BUYER shall have the right to enter the Property to conduct any such study, test or survey. Notwithstanding the foregoing, in no event may BUYER or anyone acting on behalf of BUYER cause any damage or destruction to the Property, nor shall any intrusive tests, to include, without limitation, soil borings or the removal of building materials or components, occur without SELLER'S prior written consent. BUYER agrees to indemnify, defend and hold SELLER harmless from and against any liability for personal injury or property damage caused by any intentional, reckless or negligent act of BUYER or third party engaged by BUYER occurring upon the Property, and further agrees to keep the Property free of liens, and to restore the Property to its former condition to the extent reasonably practicable.
 3. **Permits/Approvals.** BUYER'S obtaining such governmental approvals as may be required for BUYER'S proposed development or redevelopment of the Property, upon conditions and in a manner satisfactory to BUYER. SELLER agrees to reasonably cooperate with

BUYER and appropriate governmental agencies in obtaining such approvals and executing all documents reasonably necessary for BUYER to secure them.

4. **Approval/Disapproval.** BUYER shall conduct its own due diligence investigation into the suitability of the Property for BUYER'S intended usage. The contingencies listed in this Section X.A. are for the BUYER'S benefit only and may be waived, in whole or in part, by BUYER in writing in BUYER'S sole and independent judgment. BUYER and SELLER agree that if not waived by BUYER, upon BUYER'S earlier written disapproval of any of the above contingency items during the Inspection Due Diligence Period or within **five (5) business days** thereafter (which written disapproval shall specify the unsatisfactory contingency item), this Contract and the escrow hereunder shall be terminated and BUYER shall have no further obligation to close the purchase of the Property; provided, BUYER shall pay the Escrow Agent's escrow cancellation fee, including charges for any title work, preparation of the preliminary title report and providing title exception documents. If BUYER does not terminate this Contract as above provided in this Subsection X.A.4, then all contingencies in this Section X.A. shall be deemed fully satisfied.

B. **SELLER'S Warranties.** SELLER represents and warrants to BUYER each of the following:

1. SELLER is authorized to enter into this Contract.
2. SELLER is not aware of underground storage tanks located on the Property in which any Hazardous Material, as defined below, has been or is being stored, nor is SELLER aware of any spill, disposal, discharge, or release of any Hazardous Material into, upon, from, or over the Property or into or upon ground or surface water on the Property. To the best of SELLER'S knowledge, there are no asbestos-containing materials incorporated into the buildings or interior improvements that are part of the Property. As used in this paragraph, "Hazardous Material" means any hazardous or toxic substance, material, or waste that is regulated by any federal authority or by any state or local governmental authority where the substance, material, or waste is located.
3. SELLER knows of no actions, suits, claims, investigations or legal or administrative or arbitration proceedings pending or threatened against or affecting the Property.

4. SELLER has filed all property tax returns which are required to be filed by it with respect to the Property and has paid all such taxes due for all periods prior to date hereof. No deficiencies have been proposed or assessed against the Property by any other taxing authority, and no waivers of statutes of limitations or other extensions of time for the assessment of any tax against the SELLER are currently in effect.
5. There are no facts or liabilities in existence on the date of this Contract and known to SELLER which might serve as the basis of any lien upon the Property.
6. SELLER is not aware that the Property is in violation of any applicable federal, state and local laws, regulations and ordinances, including, without limitation, the Elko County Code, the Nevada State Fire Marshal Law (NRS Chapter 477) and the federal Americans with Disabilities Act.
7. SELLER is aware of no defect on or in the Property other than as noted in the property inspection (if any).
8. The representations and warranties made by SELLER are substantially correct on the Closing date, except as affected by transactions contemplated herein and changes occurring in the ordinary course of business, with the same force and effect as though such representations and warranties had been made on the closing date.

C. **Conditions to SELLER'S Obligations.** The performance by SELLER of SELLER'S obligations under the terms of this Contract, is conditioned upon the satisfaction or waiver by SELLER of the BUYER not being in material breach of the Contract at the time of closing.

XI.

REAL ESTATE COMMISSIONS/REFERRAL FEES

The Parties agree that Jim Winer of Coldwell Banker represented the SELLER in this transaction. SELLER shall pay the real estate broker commission, calculated as __ percent (__%) of the Purchase Price, payable at Closing to Coldwell Banker in connection with this purchase and sale. BUYER was not represented by a real estate broker and shall not be responsible for any broker commissions associated with this purchase and sale.

XII.

CLOSING

This sale shall close **One Hundred Twenty (120) calendar days** from the date this Contract is approved by the Elko City Council, unless prior to such date, all title and other conditions precedent to sale have been satisfied, and all documents, and payments necessary to close this sale have been deposited with the escrow agent, in which event, the escrow agent shall thereupon close this sale and escrow. The parties may extend Closing from time-to-time by mutual written agreement as necessary to complete all matters required by this Contract or to permit SELLER additional time to remove personal property from the Property; provided, in the event the parties extend the Closing date at the request of SELLER, the Purchase Price shall be reduced in the amount of ONE HUNDRED DOLLARS (\$100.00) for each calendar day the Closing is extended beyond **One Hundred Twenty (120) calendar days** from the date this Contract is approved by the Elko City Council. The place of closing shall be the offices of Stewart Title, 810 Idaho Street, Elko, Nevada, or such other location in the State of Nevada as may be mutually agreed between the parties.

XIII.

SALE COSTS

It is agreed that the costs and expenses of this sale shall be paid as follows:

A. The SELLER shall pay:

1. SELLER'S legal fees.
2. SELLER'S title insurance policy premium.
3. One-half (½) of real property transfer tax.
4. The escrow fee.
5. Any costs incurred to provide title as specified herein.
6. SELLER'S share of prorations pursuant to this Contract.
7. The real estate broker's fee due to BUYER'S broker.

B. The BUYER shall pay:

1. BUYER'S legal fees.
2. BUYER'S share of prorations pursuant to this Contract.
3. Recording fees for Notice of Contract (if any).

4. Sales taxes assessed on fixtures, personal property and equipment located on the Property.
5. BUYER'S ALTA title insurance policy premium.
6. One-half (1/2) of real property transfer tax.

XIV.

RIGHT OF OCCUPANCY

Upon Closing, BUYER shall have the right of occupancy and use of the Property.

XV.

DEFAULT AND REMEDIES

If BUYER defaults in performance or fails or refuses to close this sale for reasons other than those permitted by this Contract, then SELLER shall be entitled to retain the Earnest Money Deposit in the amount of **One Thousand Dollars (\$1,000.00)** as liquidated damages for the breach, which shall be SELLER'S exclusive remedy.

If SELLER defaults in performance or fails or refuses to close this sale for reasons other than those permitted by this Contract, then BUYER shall be entitled to the return of the Earnest Money Deposit in the amount of **One Thousand Dollars (\$1,000.00)** as liquidated damages for the breach, which shall be BUYER'S exclusive remedy.

XVI.

RISK OF LOSS AND DESTRUCTION OF THE ASSETS

SELLER assumes all risk of loss due to fire or other casualty up to the time of Closing and delivery of possession to BUYER. SELLER, at SELLER'S expense, will keep, or cause to be kept, the Property insured against fire and casualty with extended coverage to the extent of its insurance on the date of this Contract. In the event any such loss occurs prior to close of sale, except as otherwise provided herein, BUYER shall have the right to terminate this Contract, on written notice to the SELLER, and upon such termination there shall be no further liability on the part of the SELLER, except as otherwise provided herein. In addition to the foregoing, the parties shall have the following rights and obligations if the Property is damaged by fire or other casualty:

- A. If the damage shall require less than \$100,000.00 to repair, BUYER shall have the option either declaring such damage to be a rescission of the Contract or

take title to the said Property. If BUYER decides to take title to the Property, BUYER shall be entitled to receive the insurance proceeds arising out of such damage to the extent SELLER has not theretofore used such proceeds to repair the damage. At Closing, if SELLER has not repaired such damage, SELLER will execute whatever instruments are necessary to enable BUYER to receive the insurance proceeds arising from such damage. If the insurance proceeds, arising from such damage, are not sufficient to repair the damage, BUYER shall receive, at Closing, a credit against the Purchase Price equal to the amount by which the cost, or if repairs are incomplete, the estimated cost of repairing the damage as prepared by a qualified independent third party selected by SELLER and BUYER, exceeds the insurance proceeds. SELLER will not settle any claim for such damage with any insurer without the prior written consent of BUYER, which shall not be unreasonably withheld.

- B. If the damage shall require \$100,000.00 or more to repair or replace, BUYER shall have the option of declaring such damage to be a rescission of this Contract, or BUYER may accept the Property "as is" and, upon SELLER'S consent, thereupon be entitled to receive the insurance proceeds arising out of such damage and an abatement of the Purchase Price to the extent such damage is not covered by the insurance proceeds, such abatement to be based on the difference between the amount of the replacement insurance proceeds and the estimated cost to replace or restore the Property as prepared by a qualified independent third party selected by SELLER and BUYER.

XVII.

ADDITIONAL TERMS

- A. Except as otherwise provided herein, this Contract constitutes the entire agreement between the parties and supersedes all prior agreements, offers and negotiations relating to the subject matter described herein and may not be amended except by an agreement in writing signed by the parties.
- B. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective personal representatives, heirs, assigns and successors, subject to the restriction on assignment contained herein.
- C. This Contract and the provisions hereof shall be construed, given effect and governed by the laws of the State of Nevada, and, in the event of a breach of this Contract by any of the parties, the other party shall have all remedies at law or equity provided by the laws of the State of Nevada.

- D. The captions and headings of the sections hereof are for convenience only and shall not control or effect the meaning or construction of any of the terms or provisions of this Contract.
- E. Should either party be required to enforce or interpret the terms and conditions of this Contract through legal process, the prevailing party shall be entitled to an award of reasonable attorney fees and costs.
- F. Each party has reviewed this Contract and has consulted with its own legal counsel (or has had the opportunity to do so); accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.
- G. In the event that one or more of the provisions, or portions thereof of this Contract is determined to be illegal and unenforceable, the remainder of this Contract shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.
- H. Each party shall exercise best efforts to fulfill the terms and conditions of this Contract in an expeditious manner.
- I. A PDF or facsimile signature to this Contract shall have the same force and effect as an original.
- J. The parties understand that the law firm of Goicoechea, Di Grazia, Coyle and Stanton, Ltd. drafted this Contract on behalf of the BUYER. BUYER was represented in this transaction by _____. The parties further understand that no tax advice has been given to the parties by their respective representatives in this transaction, and that each party has been encouraged to seek independent tax advice regarding this Contract.
- K. The District Court for the Fourth Judicial District in and for the County of Elko, State of Nevada, shall have jurisdiction and venue over all disputes arising under this Contract.
- L. All provisions contained in this Contract shall be deemed remade at closing and shall survive the closing.
- M. All notices that may be required by this Contract shall be sent to the respective

parties at the addresses appearing below:

SELLER:

Elko Properties, LLC
Attn: Ken Sutherland

Elko, Nevada 89801

BUYER:

Elko City Planner
1751 College Avenue
Elko, Nevada 89801

Any such notices shall be (i) personally delivered to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery to said addresses, or (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date such notice is placed in the U.S. mail, postage prepaid. Either party may change the address to which such notice is to be delivered by furnishing written notice of such change to the other party via one of the above methods in compliance with the foregoing provisions.

- N. Neither party may assign this Contract in whole or in part without the prior written consent of the other party.
- O. The parties agree that time is of the essence.
- P. The parties hereby unconditionally waive their right to a jury trial of any claim or cause of action based upon or arising out of, directly or indirectly, this Contract, any dealings between the parties relating to the subject matter hereof, and/or the relationship that is being established between the parties. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court (including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims). This waiver is irrevocable, meaning that it may not be modified either orally or in writing, and the waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this

Contract. In the event of litigation, this Contract may be filed as a written consent to a trial by the court.

- Q. Either party shall have the right to record a Notice of Contract or any other public document evidencing the existence of the relationship (or any part thereof, to include the right of first refusal) between the parties pursuant to this Contract.
- R. BUYER and SELLER will cooperate in changing all utilities to reflect the new ownership.
- S. Notwithstanding any other provision contained herein, BUYER shall be solely responsible for the cost of inspections, permits, licenses and other expenses paid to third-parties, other than the escrow and the broker, in connection with this transaction and BUYER'S intended use of the Property.

IN WITNESS WHEREOF, this Contract has been executed in duplicate by the parties hereto on the day and date first above written.

SELLER:

ELKO PROPERTIES, LLC

By: _____
KEN SUTHERLAND, Member

By: _____
**ARLENE SUTHERLAND,
Member**

BUYER:

CITY OF ELKO

By: _____
REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to adopt Resolution No. 27-20, a resolution and order vacating a 25' wide public utility easement bisecting APN 001-610-112, consisting of an area approximately 9,944 sq. ft., filed and processed as Vacation No. 4-20, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 24, 2020**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **15 Minutes**
5. Background Information: **Council accepted the petition to vacate this easement at its regular meeting of October 13, 2020, and directed Staff to continue with the vacation process by referring the matter to the Planning Commission. The Planning Commission considered the vacation at its regular meeting of November 3, 2020, and took action to forward a recommendation to Council to adopt a resolution, which conditionally approves Vacation No. 4-20 with findings in support of its recommendation. 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: **Resolution, P.C. action report, Staff report, application and related materials**
9. Recommended Motion: **Staff is going to request that we take no action on this item as the public hearing notification stated the meeting to be held at the Convention Center. With the change in meeting venue, we will have to notice for a new public hearing.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission and required local utility companies**
12. Council Action:
13. Agenda Distribution: **Grace Baptist Church
John Ferricks
3030 North Fifth Street
Elko, NV 89801
tgmdl@citlink.net**

**CITY OF ELKO
RESOLUTION NO. 27-20**

**A RESOLUTION AND ORDER VACATING THE 25' PUBLIC UTILITY EASEMENT
CONTAINING APPROXIMATELY 9,944 SQUARE FEET IN AREA BISECTING APN
001-610-112, ALL OF WHICH IS LOCATED WITHIN THE CITY OF ELKO, NEVADA,
TO THE ABUTTING PROPERTY OWNER, GRACE BAPTIST CHURCH.**

Upon introduction and motion by Councilman _____ and seconded by Councilman _____, the following Resolution and Order was passed and adopted:

WHEREAS, the Elko City Council, at a regular meeting held on October 13, 2020, unanimously voted to accept the submitted petition for vacation and further directed City Staff to continue with the vacation process by referring the matter to the Planning Commission for a report of findings and recommendation to be prepared and submitted to the City Council; and,

WHEREAS, the Elko City Planning Commission, at their regular meeting of November 3, 2020, voted to forward a recommendation of approval for the subject vacation; and,

WHEREAS, the Elko City Council finds that a Notice of Intent to vacate the 25' Public Utility Easement was published and mailed by priority mail with confirmation of delivery to all affected property owners, as required by law, as more fully appears from the Affidavit of Publication and Mailing Confirmation(s) on file in the Clerk's Office of the City of Elko; and,

WHEREAS, at the time and place set in the Notice, to-wit: the hour of 5:30 p.m. on November 24, 2020, in the City Hall Council Chambers, Elko, Nevada, a hearing before the Elko City Council was duly held and no persons having appeared to object to the proposed vacation and the City Council having deemed it for the best interests of the City and the public that the area be vacated and that no person or persons would be materially injured thereby; and,

WHEREAS, it appearing to the satisfaction of the Elko City Council that the 25' Public Utility Easement, containing approximately 9,944 square feet, situate in the City of Elko, Nevada, bisecting APN 001-610-112 is no longer required for public use and convenience and that vacation thereof will inure to the benefit of the City of Elko and be for the best interest of the City and the public, and that neither the public nor any person will be materially injured thereby; the legal description is set forth in Exhibit A with the map as Exhibit B attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE ELKO CITY COUNCIL as follows:

I.

That the 25' Public Utility Easement situate in the City of Elko, Nevada, described and shown on Exhibits A and B, respectively, attached hereto, be, and the same is hereby vacated upon fulfillment of the following conditions:

- 1. The applicant is responsible for all costs associated with the recordation of the vacation.**
- 2. Written response from all non-City utilities is on file with the City of Elko with regard to the vacation in accordance with NRS 278.480(6) before the order is recorded.**
- 3. New public utility/drainage easement to be recorded prior to final City Council consideration of this vacation.**

That, subject to the conditions set forth in this Resolution, all right, title interest and estate of the City of Elko in that portion of the 25' Public Utility Easement located in the City of Elko as described and shown on Exhibits A and B shall be vacated and title vested in **Grace Baptist Church, a Domestic Nonprofit Corporation**, as owner of the parcel abutting the property being vacated, provided further that this vacation and the title of the abutting owner received pursuant thereto, shall be subject to all poles, lines, cables, pipes, drains, utility installations and easements existing on the date the vacation is recorded.

II.

That the City of Elko and the Elko City Council, officers and employees thereof, make no warranties, covenants, representations, or guarantees as to the validity of this vacation procedure, or as to the right, title, interest or estate, if any, any person or entity may acquire as the result thereof.

III.

That the City Clerk of the City of Elko shall certify the copy of this Resolution and Order, and this Resolution and Order shall be recorded upon fulfillment of the above noted conditions, in the Office of the County Recorder of Elko County, Nevada, and be endorsed upon the proper map or plat on file in the Office of said County Recorder, so as to clearly indicate thereon the vacation of the 25' Public Utility Easement as described and shown on Exhibits A and B attached hereto, situate in the City of Elko, Elko County, Nevada.

IT IS FURTHER RESOLVED AND ORDERED that this Resolution shall not be signed and recorded until the conditions are satisfied.

IT IS FURTHER RESOLVED AND ORDERED that upon the above conditions being complied with that this Resolution shall be signed by the Mayor and attested to by the City Clerk.

PASSED AND ADOPTED this _____ day of _____, 2020.

CITY OF ELKO

By: _____
REECE KEENER, MAYOR

ATTEST:

KELLY C. WOOLDRIDGE, CITY CLERK

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

EXHIBIT A
25' PUBLIC UTILITY EASEMENT
TO BE VACATED
September 24, 2020

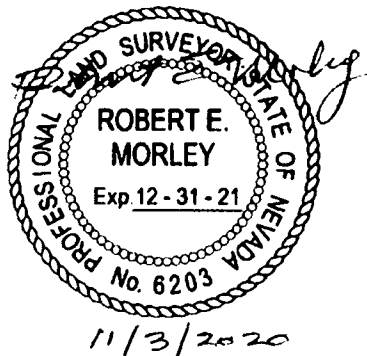
An Easement for utility purposes located in Section 9, T.34 N., R.55 E., M.D.B. & M., City of Elko, Nevada, being 25.00 feet in width, lying 12.50 feet on each side of the following described centerline:

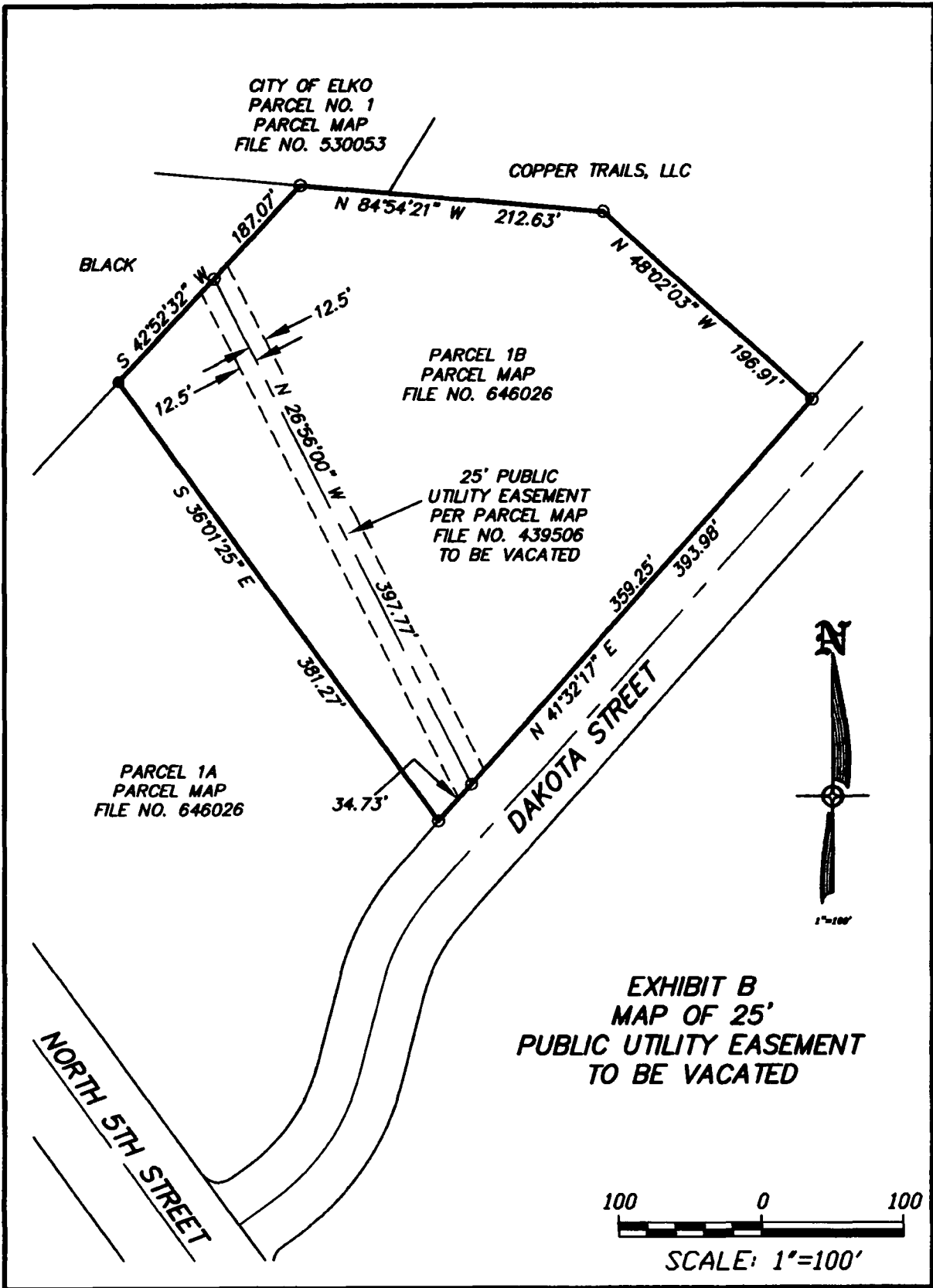
Commencing at the most Southerly Corner of Parcel 1B, as shown on the Parcel Map for Grace Baptist Church, on file in the Office of the Elko County Recorder, Elko, Nevada, at File No. 646026, thence N 41° 32' 17" E, 34.73 feet along the Southeasterly Line of said Parcel 1B to Corner No. 1, the True Point of Beginning;

Thence N 26° 56' 00" W, 397.77 feet to Corner No. 2, a point being on the Northwesterly Line of said Parcel 1B, the point of Ending;

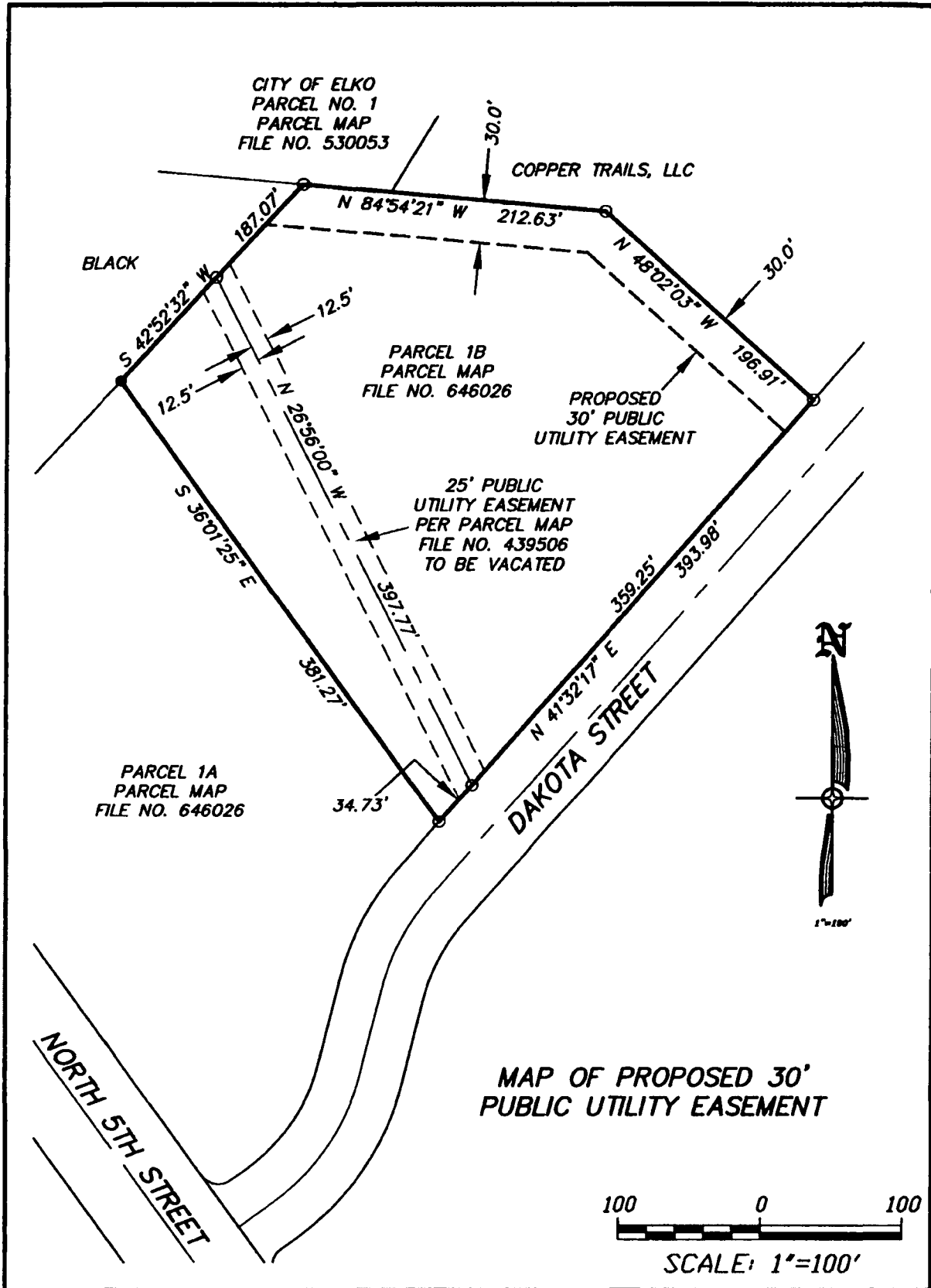
The sidelines of the above described easement are to be shortened or lengthened so as to begin on the said Southeasterly Line of Parcel 1B and terminate on the said Northwesterly Line of Parcel 1B.

Reference is hereby made to Exhibit B, Map of 25' Public Utility Easement to be vacated, attached hereto and made a part hereof.





SEP 28 2020





CITY OF ELKO

Planning Department

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

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

CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of November 3, 2020

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on November 3, 2020 pursuant to Section 8-7-3 B. of City Code:

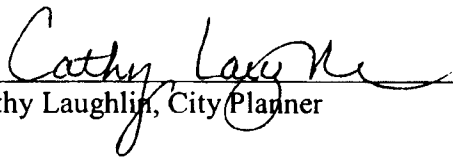
Vacation No. 4-20, filed by Grace Baptist Church, for the vacation of a 25' wide public utility easement bisecting APN 001-610-112, consisting of an area approximately 9,944 sq. ft., and matters related thereto.

The applicant is in the process of selling the parcel to a developer who would prefer to have the public easement run along the property line. The applicant will be granting a new public utility easement to the City of Elko in lieu of this easement.

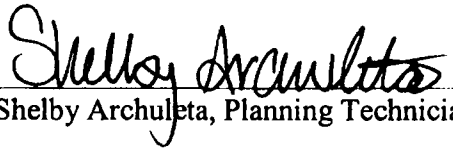
NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwards a recommendation to City Council to adopt a resolution which conditionally approves Vacation No. 4-20 subject to the conditions listed in the City of Elko Staff Report dated October 20, 2020, with modifications from the Planning Commission, listed as follows:

- 1. The applicant is responsible for all costs associated with the recordation of the vacation.**
- 2. Written response from all non-City utilities is on file with the City of Elko with regard to the vacation in accordance with NRS 278.480(6) before the order is recorded.**
- 3. New public utility/drainage easement to be recorded prior to final City Council consideration of this vacation.**

The Planning Commission's findings to support its recommendation are the proposed vacation is in conformance with the City of Elko Master Plan Land Use Component. The proposed vacation is in conformance with the City of Elko Master Plan Transportation Component. The proposed vacation is in conformance with NRS 278.479 to 278.480, inclusive. The vacation is material detrimental to the public. The existing easement contains no public infrastructure (water, sewer, etc.). Vacating this easement would not result in the need or expense to relocate any pipes, which may then result in an interruption to service. Therefore, the vacation is not materially detrimental to the public. The proposed vacation is not located within the Redevelopment Area. The proposed vacation is in conformance with Elko City Code 8-7.


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: 11/3

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

Title: Vacation No. 4-20

Applicant(s): Grace Baptist Church

Site Location: 3080 N. 5th Street - APN 001-610-112

Current Zoning: R Date Received: 9/28 Date Public Notice: N/A

COMMENT: This is to vacate a 25' wide Public Utility Easement that bisects APN 001-610-112

If additional space is needed please provide a separate memorandum

Assistant City Manager: Date: 10/23/2020
Recommend approval

SACW

Initial

City Manager: Date: 10/23/2020
No comments/concerns.

cy

Initial



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

CITY OF ELKO STAFF REPORT

MEMO DATE: October 20, 2020
CITY COUNCIL PETITION DATE: October 13, 2020
PLANNING COMMISSION DATE: November 3, 2020
APPLICATION NUMBER: Vacation 4-20
APPLICANT: Grace Baptist Church
PROJECT DESCRIPTION: APN 001-610-112

Vacation of a 25' wide public utility easement bisecting APN 001-610-112



STAFF RECOMMENDATION:

RECOMMEND to APPROVE subject to findings of fact and conditions stated in this report.

PROJECT INFORMATION

PARCEL NUMBER: 001-610-112
PARCEL SIZE: 2.756 acres
EXISTING ZONING: (R) Single Family Multiple Family Residential
MASTER PLAN DESIGNATION: (MED- RES) Medium Density Residential
EXISTING LAND USE: Undeveloped

BACKGROUND:

1. The property is currently undeveloped.
2. The easement was granted by Parcel Map File #439506. The map was signed by both Grace Baptist Church and the City of Elko.
3. The easement was designed for public sewer for the parcels to the northwest.

NEIGHBORHOOD CHARACTERISTICS:

The property is surrounded by:
North: Agricultural / Undeveloped
East: Residential / Partially developed
South: Residential / Developed
West: Residential / Partially developed

PROPERTY CHARACTERISTICS:

The property is currently undeveloped.
The property has moderate sloping.
The property is lacking public improvements along Dakota Dr. frontage.
The easement doesn't appear to have any public utilities installed within the existing easement at this time.

MASTER PLAN AND CITY CODES:

Applicable Master Plans and City Code Sections are:

NRS 278.479 to 278.480, inclusive
City of Elko Master Plan – Land Use Component
City of Elko Master Plan – Transportation Component
City of Elko Redevelopment Plan
City of Elko Code – Section 8-7 Street Vacation Procedures

NRS 278.479 to 278.480

- Except as otherwise provided in subsection 6, if, upon public hearing, the governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, is satisfied that the public will not be materially injured by the proposed vacation, it shall order the street or easement vacated. The

governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, may make the order conditional, and the order becomes effective only upon the fulfillment of the conditions prescribed

Due to the fact the easement is not currently being used, staff feels that vacating this easement will not materially injure the public.

MASTER PLAN – Land Use:

1. The Master Plan Land Use Atlas shows the area as Medium Density Residential.
2. R- Single Family and Multiple Family Residential is a corresponding zoning district for Medium Density Residential.

The proposed vacation is in conformance with the Master Plan Land Use component.

MASTER PLAN - Transportation:

1. The area is accessed from Dakota Drive.
2. Dakota Drive is classified as a Residential local.
3. The property is lacking public improvements along Dakota Dr.

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

REDEVELOPMENT PLAN

- The area is located outside the Redevelopment Area.

ELKO CITY CODE 8-7-3-STREET VACATION PROCEDURE

1. If it is determined by a majority vote of the city council that it is in the best interest of the city and that no person will be materially injured thereby, the city council, by motion, may propose the realignment, change, vacation, adjustment or abandonment of any street or any portion thereof. In addition, any abutting owner desiring the vacation of any street or easement or portion thereof shall file a petition in writing with the city council and the city council shall consider said petition as set forth above.
 - The City Council accepted the petition at their meeting on October 13, 2020 and referred the matter to the Planning Commission for further consideration.
2. Except for a petition for the vacation or abandonment of an easement for a public utility owned or controlled by the city, the petition or motion shall be referred to the planning commission, which shall report its findings and recommendations thereon to the city council. The petitioner shall, prior to the consideration of the petition by the planning commission, pay a filing fee to the city in an amount established by resolution of the city council and included in the appendix to this code.
 - The filing fee was paid by the applicant.
3. Whenever any street, easement or portion thereof is proposed to be vacated or abandoned, the city council shall notify by certified mail each owner of property abutting the proposed vacation or abandonment and cause a notice to be published at least once in

a newspaper of general circulation in the city setting forth the extent of the proposed vacation or abandonment and setting a date for public hearing, which date may be not less than ten (10) days and not more than forty (40) days subsequent to the date the notice is first published.

4. Order of City Council: Except as provided in subsection E of this section, if, upon public hearing, the City Council is satisfied that the public will not be materially injured by the proposed vacation or abandonment, and that it is in the best interest of the city, it shall order the street vacated or abandoned. The city council may make the order conditional, and the order shall become effective only upon the fulfillment of the conditions prescribed.

The proposed vacation with the recommended conditions is in conformance with Section 8-7 of City code. The public will not be materially injured by the vacation as the public utility easement is not currently being utilized and the applicant is granting a new public utility easement to the City of Elko.

FINDINGS

1. The proposed vacation is in conformance with the City of Elko Master Plan Land Use Component.
2. The proposed vacation is in conformance with the City of Elko Master Plan Transportation component.
3. The proposed vacation is in conformance with NRS 278.479 to 278.480, inclusive.
4. The vacation is not materially detrimental to the public.
5. The existing easement contains no public infrastructure (water, sewer, etc.) Vacating this easement would not result in the need or expense to relocate any pipes, which may then result in an interruption to service. Therefore, the vacation is not materially detrimental to the public.
6. The proposed vacation is not located within the Redevelopment Area.
7. The proposed vacation is in conformance with Elko City Code 8-7.

STAFF RECOMMENDATION:

Staff recommends the Planning Commission forward a recommendation to City Council to adopt a resolution which conditionally APPROVES the proposed vacation with the following conditions included in the resolution:

1. The applicant is responsible for all costs associated with the recordation of the vacation.
2. Written response from all non-City utilities is on file with the City of Elko with regard to the vacation in accordance with NRS 278.480(6) before the order is recorded.

3. Correct the discrepancy between the legal description and display map in the dimension that is 397.27' or 397.77 feet.
4. New public utility/drainage easement to be recorded prior to final City Council consideration of this vacation.



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801 *

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

APPLICATION FOR VACATION OF CITY STREET, EASEMENT OR OTHER PUBLIC RIGHT-OF-WAY

APPLICANT(s): Grace Baptist Church
MAILING ADDRESS: 3030 North Fifth Street, Elko, Nevada 89801
PHONE NO (Home) (775) 340-4942 (Business) _____
NAME OF PROPERTY OWNER (If different): _____
(Property owner's consent in writing must be provided.)
MAILING ADDRESS: Same as Applicant
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):
ASSESSOR'S PARCEL NO.: 001-610-112 Address 3030 North Fifth Street
Lot(s), Block(s), & Subdivision _____
Or Parcel(s) & File No. Parcel 1B, File No. 646026

FILING REQUIREMENTS:

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

Fee: A \$600.00 non-refundable fee.

Plot Plan: A plot plan provided by a properly licensed surveyor depicting the existing condition drawn to scale showing property lines, existing and proposed buildings, building setbacks, parking and loading areas, driveways and other pertinent information must be provided.

Legal Description: A complete legal description of the area proposed for vacation along with an exhibit depicting the area for vacation.

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

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

RECEIVED

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 _____ John Ferricks, President of Grace Baptist Church
(Please print or type)

Mailing Address _____ 3030 North Fifth Street
Street Address or P.O. Box

_____ Elko, Nevada 89801
City, State, Zip Code

Phone Number: _____ (775) 340-4942

Email address: _____ tgmd1@citlink.net

SIGNATURE: _____ 

FOR OFFICE USE ONLY

File No.: 4-20 **Date Filed:** 9/28/26 **Fee Paid:** _____



CITY OF ELKO

Planning Department

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

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

October 15, 2020

Beehive Broadband
2000 N. Sunset Road
Lake Point, UT 84074

SUBJECT: Proposed Vacation No. 4-20

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by Grace Baptist Church to vacate the 25' wide Public Utility Easement that bisects APN 001-610-112. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to keep responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on November 3, 2020. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures

**BEEHIVE
BROADBAND**

October 26, 2020

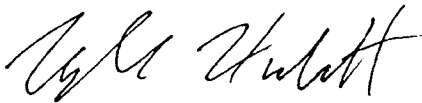
City of Elko Planning Department
1751 College Avenue
Elko, NV 89801

SUBJECT: Proposed Vacation No. 4-20

To whom it may concern,

We do not have any plant in the proposed area. If you have any questions or concerns, please contact us.

Thank you,



Taylor Hulett
Beehive Engineering Team



CITY OF ELKO

Planning Department

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

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

October 15, 2020

Elko Heat
P.O. Box 2347
Elko, NV 89803

SUBJECT: Proposed Vacation No. 4-20

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by Grace Baptist Church to vacate the 25' wide Public Utility Easement that bisects APN 001-610-112. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to keep responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on November 3, 2020. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures

Shelby Archuleta

From: Pamela Lattin <p.lattin@canyonconstructionco.com>
Sent: Wednesday, October 14, 2020 12:16 PM
To: Shelby Archuleta
Subject: RE: Proposed Vacation No. 4-20 Grace Baptist Church

Shelby, I have reviewed the Vacation No. 4-20 and Elko Heat Company does NOT have any geothermal water lines in the vicinity of this property/vacation of land.

Pamela Lattin, Secretary/Treasurer
Elko Heat Company

Pamela Lattin
Secretary/Treasurer
Canyon Construction Company
PO Box 2030 Elko, NV 89801
775.738.2210 x 106
775.934.1934 (cell)

From: Shelby Archuleta <sarchuleta@elkocitynv.gov>
Sent: Wednesday, October 14, 2020 11:02 AM
To: Pamela Lattin <p.lattin@canyonconstructionco.com>
Subject: Proposed Vacation No. 4-20 Grace Baptist Church

Good Morning,
Please see attached correspondence regarding Vacation No. 4-20.
Let me know if you have any questions.

Thank you!

Shelby Archuleta
Planning Technician
City of Elko
Planning Department
Ph (775) 777-7160
SA (775) 777-7219



CITY OF ELKO

Planning Department

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

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

October 15, 2020

Frontier Communication
Mr. John Poole
1520 Church Street
Gardnerville, NV 89410

SUBJECT: Proposed Vacation No. 4-20

Dear Mr. Poole:

Please be advised that the City of Elko Planning Department is processing a request filed by Grace Baptist Church to vacate the 25' wide Public Utility Easement that bisects APN 001-610-112. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to keep responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on November 3, 2020. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures

Shelby Archuleta

From: Poole, John <john.g.poole@ftr.com>
Sent: Thursday, November 12, 2020 2:00 PM
To: Shelby Archuleta
Subject: RE: Proposed Vacation No. 4-20 Grace Baptist Church

Hi Shelby;

Frontier can Vacate the easement on Dakota Dr.

Thanks, John

From: Shelby Archuleta <sarchuleta@elkocitynv.gov>
Sent: Thursday, November 12, 2020 10:51 AM
To: Poole, John <john.g.poole@ftr.com>
Subject: RE: Proposed Vacation No. 4-20 Grace Baptist Church

WARNING: External email. Please verify sender before opening attachments or clicking on links.

Good Morning John,
We still have not received a response from Frontier on this matter.
Please review attached proposed Vacation.
Thank you!

Shelby Archuleta
Planning Technician
City of Elko
Planning Department
PH (775) 777-7160
SR (775) 777-7219

From: Shelby Archuleta
Sent: Wednesday, October 14, 2020 11:00 AM
To: john.g.poole@ftr.com
Subject: Proposed Vacation No. 4-20 Grace Baptist Church

Good Morning,
Please see attached correspondence regarding Vacation No. 4-20.
Let me know if you have any questions.

Thank you!

Shelby Whitehead
Planning Technician
City of Cooke
Planning Department
912-222-4221 (ext)
912-222-4221 (ext)
912-222-4221 (ext)



CITY OF ELKO

Planning Department

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

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

October 15, 2020

NV Energy
Mr. Jake Johnson
6100 Neil Road
Reno, NV 89511

SUBJECT: Proposed Vacation No. 4-20

Dear Mr. Johnson:

Please be advised that the City of Elko Planning Department is processing a request filed by Grace Baptist Church to vacate the 25' wide Public Utility Easement that bisects APN 001-610-112. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to keep responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on November 3, 2020. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures



October 26, 2020

Shelby Archuleta
City of Elko Planning Department
1751 College Avenue
Elko, Nevada 89801

RE: Proposed Vacation No. 4-20 Grace Baptist Church

Dear Ms. Archuleta:

Per your request in the letter dated October 15, 2020 regarding the proposed vacation of the 25' Public Utility Easement that bisects APN 001-610-112. NV Energy does not have facilities within the area to be vacated.

If you have any questions/concerns please feel free to contact me at 775-834-5430 or at katherineperkins@nvenergy.com

Sincerely,

Katherine Perkins

Katherine Perkins
NV Energy



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@ci.elko.nv.us

1751 College Avenue · Elko, Nevada 89801 · (775) 777-7160 · Fax (775) 777-7119

November 9, 2020

001610114
COPPER TRAILS LLC
PO BOX 8070
RENO, NV 89507-8070

Re: Vacation No. 4-20 / Grace Baptist Church

Enclosed please find a copy of the Notice of Intent of Grace Baptist Church to vacate the 25' wide Public Utility Easement bisecting APN 001-610-112, consisting of an area of approximately 9,944 square feet, and map depicting the property.

Please read this notice carefully. The date that has been set for this hearing is Tuesday, November 24, 2020 at 5:30 P.M., in the Turquoise Room at Elko Convention Center at 700 Moren Way, Elko, Nevada.

If you have any questions regarding this matter, please do not hesitate to contact the City of Elko Planning Department at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@ci.elko.nv.us

1751 College Avenue · Elko, Nevada 89801 · (775) 777-7160 · Fax (775) 777-7119

November 9, 2020

00161J020
KOOPMAN JENNIFER M
2975 COPPER TRL
ELKO, NV 89801-

Re: Vacation No. 4-20 / Grace Baptist Church

Enclosed please find a copy of the Notice of Intent of Grace Baptist Church to vacate the 25' wide Public Utility Easement bisecting APN 001-610-112, consisting of an area of approximately 9,944 square feet, and map depicting the property.

Please read this notice carefully. The date that has been set for this hearing is Tuesday, November 24, 2020 at 5:30 P.M., in the Turquoise Room at Elko Convention Center at 700 Moren Way, Elko, Nevada.

If you have any questions regarding this matter, please do not hesitate to contact the City of Elko Planning Department at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

November 9, 2020

001610093
LEGION CONSTRUCTION AND DEVELOPMENT LLC
599 SHADYBROOK DR
SPRING CREEK, NV 89815-

Re: Vacation No. 4-20 / Grace Baptist Church

Enclosed please find a copy of the Notice of Intent of Grace Baptist Church to vacate the 25' wide Public Utility Easement bisecting APN 001-610-112, consisting of an area of approximately 9,944 square feet, and map depicting the property.

Please read this notice carefully. The date that has been set for this hearing is Tuesday, November 24, 2020 at 5:30 P.M., in the Turquoise Room at Elko Convention Center at 700 Moren Way, Elko, Nevada.

If you have any questions regarding this matter, please do not hesitate to contact the City of Elko Planning Department at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures



CITY OF ELKO
Planning Department

Website: www.elkocity.com
Email: planning@ci.elko.nv.us

1751 College Avenue · Elko, Nevada 89801 · (775) 777-7160 · Fax (775) 777-7119

November 9, 2020

001610041
MONTE CARLO ASSOCIATES LLC
C/O ABEL, STEVEN F
2980 S RAINBOW BLVD # 110N
LAS VEGAS, NV 89146-6530

Re: Vacation No. 4-20 / Grace Baptist Church

Enclosed please find a copy of the Notice of Intent of Grace Baptist Church to vacate the 25' wide Public Utility Easement bisecting APN 001-610-112, consisting of an area of approximately 9,944 square feet, and map depicting the property.

Please read this notice carefully. The date that has been set for this hearing is Tuesday, November 24, 2020 at 5:30 P.M., in the Turquoise Room at Elko Convention Center at 700 Moren Way, Elko, Nevada.

If you have any questions regarding this matter, please do not hesitate to contact the City of Elko Planning Department at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@ci.elko.nv.us

1751 College Avenue · Elko, Nevada 89801 · (775) 777-7160 · Fax (775) 777-7119

November 9, 2020

001610040
MONTE CARLO ASSOCIATES LLC
ATTN; WELLS FARGO COMMERCIAL M
PO BOX 9222
COPPELL, TX 75019-9240

Re: Vacation No. 4-20 / Grace Baptist Church

Enclosed please find a copy of the Notice of Intent of Grace Baptist Church to vacate the 25' wide Public Utility Easement bisecting APN 001-610-112, consisting of an area of approximately 9,944 square feet, and map depicting the property.

Please read this notice carefully. The date that has been set for this hearing is Tuesday, November 24, 2020 at 5:30 P.M., in the Turquoise Room at Elko Convention Center at 700 Moren Way, Elko, Nevada.

If you have any questions regarding this matter, please do not hesitate to contact the City of Elko Planning Department at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures



CITY OF ELKO

Planning Department

Website: www.elkocity.com

Email: planning@elkocitynv.gov

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

October 15, 2020

Southwest Gas Corporation
Engineering Department
PO Box 1190
Carson City, NV 89702-1190
nndengineering@swgas.com

SUBJECT: Proposed Vacation No. 4-20

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by Grace Baptist Church to vacate the 25' wide Public Utility Easement that bisects APN 001-610-112. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to keep responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on November 3, 2020. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures

Shelby Archuleta

From: Amanda Marcucci <Amanda.Marcucci@swgas.com>
Sent: Thursday, November 12, 2020 10:55 AM
To: Shelby Archuleta
Subject: RE: EXTERNAL: RE: Proposed Vacation No. 4-20 Grace Baptist Church

Hi Shelby,

Southwest Gas does not have any objections to the proposed vacation.

Can you send these by email to ndengineering@swgas.com in the future? We don't have people going into the office as often anymore, and it takes us longer to process things that come by mail.

Thanks,

Amanda

From: Shelby Archuleta <sarchuleta@elkocitynv.gov>
Sent: Thursday, November 12, 2020 10:52 AM
To: Amanda Marcucci <Amanda.Marcucci@swgas.com>
Subject: EXTERNAL: RE: Proposed Vacation No. 4-20 Grace Baptist Church

[WARNING] This message originated outside of Southwest Gas. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Good Morning Amanda,
We still have not received a response from Southwest Gas on this matter.
Please review attached proposed Vacation.

Thank you!

*Shelby Archuleta
Planning Technician
City of Elko
Planning Department
Ph (775) 777-7160
FX (775) 777-7219*

From: Shelby Archuleta
Sent: Wednesday, October 14, 2020 10:57 AM
To: Amanda.Marcucci@swgas.com
Subject: Proposed Vacation No. 4-20 Grace Baptist Church

Good Morning,
Please see attached correspondence regarding Vacation No. 4-20.

Let me know if you have any questions.

Thank you!

Shelby Archuleta
Planning Technician
City of Elko
Planning Department
N (775) 777-7160
AZ (775) 777-7219

The information in this electronic mail communication (e-mail) contains confidential information which is the property of the sender and may be protected by the attorney-client privilege and/or attorney work product doctrine. It is intended solely for the addressee. Access to this e-mail by anyone else is unauthorized by the sender. If you are not the intended recipient, you are hereby notified that any disclosure, copying, or distribution of the contents of this e-mail transmission or the taking or omission of any action in reliance thereon or pursuant thereto, is prohibited, and may be unlawful. If you received this e-mail in error, please notify us immediately of your receipt of this message by e-mail and destroy this communication, any attachments, and all copies thereof.

Southwest Gas Corporation does not guarantee the privacy or security of information transmitted by facsimile (fax) or other unsecure electronic means (including email). By choosing to send or receive information, including confidential or personal identifying information, via fax or unencrypted e-mail, you consent to accept any associated risk.

Thank you for your cooperation.



CITY OF ELKO

Planning Department

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

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

October 15, 2020

Zito Media
Mr. Dustin Hurd
VIA Email: dustin.hurd@zitomedia.com

SUBJECT: Proposed Vacation No. 4-20

Dear Mr. Hurd:

Please be advised that the City of Elko Planning Department is processing a request filed by Grace Baptist Church to vacate the 25' wide Public Utility Easement that bisects APN 001-610-112. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to keep responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on November 3, 2020. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta
Planning Technician

Enclosures

Shelby Archuleta

From: Joshua Lopac <joshua.lopac@zitomedia.com>
Sent: Thursday, October 15, 2020 4:02 AM
To: Shelby Archuleta; Dustin Hurd
Subject: Re: Proposed Vacation No. 4-20 Grace Baptist Church

TO: Shelby Archuleta

I have reviewed and verified that Zito Media does not currently have a vested interest in existing easement. Future location of easement is acceptable for future use. If you need a signature for this, please let me know and I can arrange to stop by and sign.

Thank you

On 10/14/2020 2:13 PM, Shelby Archuleta wrote:

Good Morning,
Please see attached correspondence regarding Vacation No. 4-20.
Let me know if you have any questions.

Thank you!

Shelby Archuleta
Planning Technician
City of Elko
Planning Department
Ph (775) 777-7160
FX (775) 777-7219

--
Joshua Lopac
joshua.lopac@zitomedia.com
Technical Operations Manager
California, Nevada, Idaho, Washington
(775) 385-4333

**NOTICE OF INTENT OF THE CITY OF ELKO
TO VACATE A 25' PUBLIC UTILITY EASEMENT BISECTING APN 001-610-112, ALL
WITHIN THE CITY OF ELKO, STATE OF NEVADA**

NOTICE IS HEREBY GIVEN that the City Council of the City of Elko intends to vacate a 25' Public Utility Easement bisecting APN 001-610-112, situated in the City of Elko, Nevada, and cause title to revert to the owner of the abutting property; i.e. Grace Baptist Church. The 25' Public Utility Easement to be vacated is more particularly described as follows:

An Easement for utility purposes located in Section 9, T.34 N., R.55 E., M.D.B. & M., City of Elko, Nevada, being 25.00 feet in width, lying 12.50 feet on each side of the following described centerline:

Commencing at the most Southerly Corner of Parcel 1B, as shown on the Parcel Map for Grace Baptist Church, on file in the Office of the Elko County Recorder, Elko, Nevada, at File No. 646026, thence N 41° 32' 17" E, 34.73 feet along the Southeasterly Line of said Parcel 1B to Corner No. 1, the True Point of Beginning;

Thence N 26° 56' 00" W, 397.77 feet to Corner No. 2, a point being on the Northwesterly Line of said Parcel 1B, the point of Ending;

The sidelines of the above described easement are to be shortened or lengthened so as to begin on the said Southeasterly Line of Parcel 1B and terminate on the said Northwesterly Line of Parcel 1B.

Reference is hereby made to Exhibit B, Map of 25' Public Utility Easement to be vacated, attached hereto and made a part hereof.

AND that the Elko City Council shall further consider the advisability of the vacation of the 25' Public Utility Easement, and the adoption of a Resolution and Order vacating the same with the reversion of title as above stated at a meeting of said Council in the Turquoise Room at Elko Convention Center, 700 Moren Way, Elko, Nevada, on November 24, 2020 at 5:30 p.m. All interested persons may appear at the meeting of the Council and be heard.

DATED this 4th day of November 2020.

Kelly C. Wooldridge, City Clerk

PUBLISH: November 6, 2020

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to rename Dakota Street to Dakota Drive, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 24, 2020**
3. Agenda Category: ***PUBLIC HEARING***
4. Time Required: **5 minutes**
5. Background Information: **It has come to the attention of the Engineering Department, that there has been some confusion of the suffix for the roadway known as Dakota. The roadway was first mapped and dedicated in 1999 without a name. The City records and the street sign say Dakota Drive. Recorded maps since 2011 have said Dakota Street. The recent map of Copper Trails Unit 1 extended the roadway, and named that portion Dakota Street, following the other maps. This action will clarify the name, and change any portion that may be known as Dakota Street, to be officially known as Dakota Drive. There are no addresses along this roadway that will be affected by this change. BT**
6. Budget Information:

Appropriation Required: **\$0**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required)**
8. Supplemental Agenda Information: **None**
9. Recommended Motion: **Approve the street name change from Dakota Street to Dakota Drive.**
10. Prepared By: **Bob Thibault, Civil Engineer**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: ***none***

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration of bids and public auction for the lease of approximately 8.69 acres of City-owned property located generally north of West Idaho and west of the Airport, identified as APN 006-09G-027, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 24, 2020**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **15 Minutes**
5. Background Information: **Council adopted Resolution No. 25-20 at its meeting on October 27, 2020, finding that it is in the best interest of the City and setting forth the conditions of public auction for the lease of City owned property identified as APN 006-09G-027. Council previously accepted the annual market rent value of the property of \$19,000 in accordance with the appraisal of Jason Buckholz of CRBE, Inc., appraiser. JF**
6. Budget Information:

Appropriation Required: **NA**
Budget amount available: **NA**
Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution No. 25-20, Affidavit of Posting, Notice of Adoption and Lease Agreement**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **Legal**
12. Council Action:
13. Agenda Distribution:

AFFIDAVIT OF POSTING

STATE OF NEVADA)
)ss:
COUNTY OF ELKO)

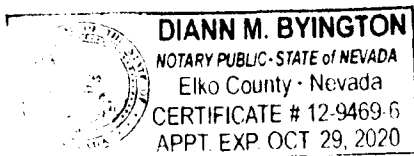
Kelly Wooldridge, being first duly sworn, deposes and says:

That she is and was at the time of the posting hereinafter mentioned, a citizen of the United States, over the age of majority, and the duly appointed, qualified and Acting City Clerk of the City of Elko, County of Elko, State of Nevada; that on the **28th day of October, 2020**, Affiant posted at three (3) public bulletin boards in the City of Elko, a full, true and correct copy of the attached Resolution No. 25-20 entitled *Resolution Declaring Intention to Lease Land at Public Auction, Approval of the Lease Document and Setting Date for Auction* and the attached *Notice of Adoption of City of Elko Resolution No. 25-20 and Time and place of City Council Meeting for Land Lease by Public Auction*.

DATED this 28th day of October, 2020.


KELLY WOOLDRIDGE, Elko City Clerk

SIGNED and **SWORN** to before me on this 28th day of October, 2020 by **Kelly Wooldridge**, Elko City Clerk.




NOTARY PUBLIC

NOTICE OF ADOPTION OF CITY OF ELKO
RESOLUTION NO. 25-20 AND TIME AND PLACE OF CITY COUNCIL
MEETING FOR LAND LEASE BY PUBLIC AUCTION

Notice is hereby given that the Elko City Council intends to offer a ten-year (renewable) lease, by a public auction in the manner provided in the Elko City Code, Title 8, Chapter 1, as amended or supplemented, at the Elko Convention Center, 700 Moren Way, or at such other place as the City Council shall hold its regular meeting, on Tuesday, the 24th day of November, 2020, at 5:30 p.m., for the property located in the City of Elko, State of Nevada, more particularly described as follows:

A.P.N. 006-09G-027

All those certain lots, pieces, or parcels of land situate in the County of Elko, State of Nevada, more particularly described as follows:

A Tract of land in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 19, and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 20, T. 34N., R.55E., MDB&M., more particularly described as follows:

Beginning at Corner No. 1 from which the $\frac{1}{4}$ corner of Sections 19 and 20, T.34N., R.55E., bears S.0°15'20" E., 57.08 feet;

Thence S. 58°21'W., 667.12 feet to Corner No. 2;

Thence S.27°18'E., 1425.25 feet to Corner No. 3;

Thence N.53°46'E., 39.55 feet to Corner No. 4;

Thence N.27°18'W., 243.19 feet to Corner No. 5, also a point in the section line between Sections 19 and 20;

Thence N.0°15'20"W., 1377.08 feet along said sections line to Corner No. 1, the place of beginning.

EXCEPTING THEREFROM that portion deceded to the STATE OF NEVADA described as follows:

Beginning at a point 150.00 feet right of and measured radially from the East bound centerline of Nevada Interstate Route 80 (S.R.-1), Project I-080-4 (11) 277, at Highway Engineer's Station "DE" 642 + 13.81 P.O.C., and being further described as bearing S.50°23'30W., a distance of 653.50 feet from the East $\frac{1}{4}$ corner of Section 19, T.34N., R.55E., MDB&M.

Thence N.27°12'29"W., along the Western boundary of the LOUIS CLARKSON property as recorded in Book 63 of Deeds, Page 99, Elko County, Nevada, on April 4, 1953, a distance of 138.71 feet to the Northwest corner of said LOUIS CLARKSON property;

Thence N. 58°17'10"E., along the Northern boundary of said LOUIS CLARKSON property, a distance of 666.48 feet to the Northeast corner of LOUIS CLARKSON;

Thence S. 46°44'54"W, along the right or Southern highway right of way line of Nevada Interstate Route 80 (S.R. -1), a distance of 691.34 feet to the point of beginning.

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

The City has adopted Resolution No. 25-20 declaring its intention to lease the property at Public Auction. A copy of the resolution has been posted in the following three public places in Elko County:

1. Elko City Hall
2. Elko County Court House
3. Elko Police Station

All bids must be in writing, sealed, addressed to the Elko City Council, and filed with the City Clerk at the City Office no later than 5:30 p.m. on the date of said public meeting, must comply with the terms and conditions of this Notice, and must comply with Title 8, Chapter 1 of the Elko City Code, as amended or supplemented. The City has caused a market rent estimate for the property to be determined by one (1) appraiser and has held a public hearing on the matter of the annual market rent for the real property. The appraised market rent estimate for the real property being offered, which is the minimum annual rental for the rental property, is \$19,000.00.

At the time and place fixed in the resolution for the meeting of the City Council, all sealed bids which have been received will, in public session, be opened, examined and declared by the City Council. Of the proposals submitted which conform to all terms and conditions specified in the resolution of intention to lease and which are made by responsible bidders, the bid which is the highest will be finally accepted, unless a higher oral bid is accepted or the City Council rejects all bids.

Before accepting any written bid, the City Council shall call for oral bids. If, upon the call for oral bidding, any responsible bidder offers to lease the property upon the terms and conditions specified in the resolution, for a price exceeding by at least five percent (5%) the highest written bid, then the highest oral bid received at the public auction which is made by a responsible person shall be finally accepted.

The City Council may, either at the same session or at any adjourned session of the same meeting held within the next 21 days: (1) Make a final acceptance of the highest

bid; or (2) Reject any and all bids, either written or oral, and withdraw the real property from leasing if the City Council deems such action to be for the best public interest.

The successful bidder, upon acceptance by the City Council, shall pay the publication fees, the appraisal fee in the amount of ONE THOUSAND, FIVE HUNDRED DOLLARS (\$1,500.00), and all attorney fees incurred by the City for the preparation of the documents and other services related to this lease.

The City is leasing all its interest in and to the parcel of land described herein subject to all terms and conditions stated herein and as shown in the draft lease, available for review in the City of Elko, Clerk's Office, and subject to all conditions, exceptions and reservations of record, but the City makes no guarantee of title or of the accuracy of the description of said lands.

Without limiting any obligation of the lessee, execution of the lease by the City will be expressly conditioned upon prior satisfaction of the following conditions of the lessee within ten (10) business days of the date of acceptance of the highest bid by the City Council: (a) execution and delivery of the approved lease now available for review in the Office of the Elko City Clerk, containing the lessee's signature to the City, (b) performance and compliance with all the terms or conditions of the lease which are to be performed concurrently therewith, and (c) payment all costs and expenses to the City by cash or cashier's check. Failure of the lessee to satisfy any of the foregoing requirements will result in automatic cancellation of the lease.

The City Council may only finally accept a bid which is made by a responsible bidder.

The City Council reserves the right to waive technical or minor variations, omissions or irregularities in any bid, so long as the waiver does not give the bidder a competitive advantage over other bidders.

DATED this 28th day of October 2020.


KELLY WOOLDRIDGE, City Clerk

Publish: Elko Daily Free Press – November 6th, 13th, and 20th, 2020

CITY OF ELKO
Resolution No. 25-20

**RESOLUTION DECLARING
INTENTION TO LEASE LAND AT PUBLIC AUCTION, APPROVAL OF THE LEASE
DOCUMENT AND SETTING DATE FOR AUCTION**

WHEREAS, the City Council has determined to proceed with the process of leasing approximately 8.69 acres of City-owned land located north of the West Idaho Street, Elko County, Nevada (hereinafter the "Property") through the public auction process, as set forth in Elko City Code Title 8, Chapter 1;

WHEREAS, the property is legally described as:

A.P.N. 006-09G-027

All those certain lots, pieces, or parcels of land situate in the County of Elko, State of Nevada, more particularly described as follows:

A Tract of land in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 19, and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 20, T. 34N., R. 55E., MDB&M., more particularly described as follows:

Beginning at Corner No. 1 from which the $\frac{1}{4}$ corner of Sections 19 and 20, T.34N., R.55E., bears S.0°15'20" E., 57.08 feet;

Thence S. 58°21'W., 667.12 feet to Corner No. 2;

Thence S.27°18'E., 1425.25 feet to Corner No. 3;

Thence N.53°46'E., 39.55 feet to Corner No. 4;

Thence N.27°18'W., 243.19 feet to Corner No. 5, also a point in the section line between Sections 19 and 20;

Thence N.0°15'20"W., 1377.08 feet along said sections line to Corner No. 1, the place of beginning.

EXCEPTING THEREFROM that portion deeded to the STATE OF NEVADA described as follows:

Beginning at a point 150.00 feet right of and measured radially from the East bound centerline of Nevada Interstate Route 80 (S.R.-1), Project I-080-4 (11) 277, at Highway Engineer's Station "DE" 642 + 13.81 P.O.C., and being further described as bearing S.50°23'30W., a distance of 653.50 feet from the East $\frac{1}{4}$ corner of Section 19, T.34N., R.55E., MDB&M.

Thence N.27°12'29"W., along the Western boundary of the LOUIS CLARKSON property as recorded in Book 63 of Deeds, Page 99, Elko County, Nevada, on April 4, 1953, a distance of 138.71 feet to the Northwest corner of said LOUIS CLARKSON property;

Thence N. 58°17'10"E., along the Northern boundary of said LOUIS CLARKSON property, a distance of 666.48 feet to the Northeast corner of LOUIS CLARKSON;

Thence S. 46°44'54W, along the right or Southern highway right of way line of Nevada Interstate Route 80 (S.R. -1), a distance of 691.34 feet to the point of beginning.

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

WHEREAS, the City has obtained one (1) appraisal of the annual market rent estimate of the property as follows:

An appraisal by CBRE, Inc. with an annual market rent estimate of \$19,000.00 as of June 29, 2020;

WHEREAS, the City Council held a public hearing on July 28, 2020 regarding the annual market rent estimate of the property and affirmed that the annual market rent estimate established by CBRE, Inc. of \$19,000.00 is the fair market value of the annual rental for the property;

WHEREAS, the City cannot lease the property for less than the market rent estimate as determined by an appraiser;

WHEREAS, the minimum amount of the annual rental for the property must be \$19,000.00, payable in in monthly installments as they become due or otherwise as provided in the lease.

NOW, THEREFORE, upon motion duly made by Councilman -- and seconded by Councilwoman --,

IT IS RESOLVED AND ORDERED THAT:

1. It is in the best interest of the City that the City-owned real property consisting of a 8.69-acre parcel of City owned land located north of West Idaho Street, Elko County, Nevada and more particularly described above, shall be offered for lease at a public auction during the

regularly held City Council Meeting on the 24th day of November, 2020 at 5:30 o'clock p.m. at the Elko Convention Center, 700 Moren Way, Elko, Nevada, or at such other place as the City Council shall hold its regular meeting.

2. The terms and conditions of the lease, which is included in the packet presented to the City Council in support of this Resolution and which is available for review in the Office of the Elko City Clerk, shall include the following:

A. The lease term shall be ten (10) years, subject to renewal for an additional five (5) years under the same terms and conditions;

B. The annual rental for the property shall be an amount equal to or greater than \$19,000.00, which shall be payable in equal monthly payments throughout the lease term, except for portions of months, which shall be prorated;

C. Annual increases shall be an amount equal to two percent (2%) over the annual rental amount effective in the month preceding such anniversary date; and

D. Restricted access - Lessee shall be responsible for access to and from the property and lessor shall have no responsibility therefore. Lessee acknowledges as of the Effective Date, the Nevada Department of Transportation (NDOT) does not permit access from State Route 535 (West Idaho Street) to the Leased Premises.

E. Occupancy of Leased Premises - Lessee will be entitled to occupy the Leased Premises thirty (30) days after execution of the lease by both parties.

3. In addition, within ten (10) business days of the Elko City Council's decision to award the lease, the successful bidder, upon acceptance by the City Council, shall pay the legal publication fees, the appraisal fee in the amount of ONE THOUSAND, FIVE HUNDRED DOLLARS (\$1,500.00), and all attorney fees for the preparation of the documents and other services related to this lease.

4. All bids must be in writing, sealed, addressed to the Elko City Council, and filed with the City Clerk at the City Office no later than 5:30 p.m. on the date of said public meeting, must comply with the terms and conditions of this Resolution, and must comply with Title 8, Chapter 1 of the Elko City Code, as amended or supplemented. Bids must propose an annual rental in the amount of \$19,000.00 or more. Bids that propose an amount less than an annual rental amount (e.g., monthly rental or total rent over the lease term) shall be rejected as nonconforming.

5. At the time and place fixed in this Resolution for the meeting of the City Council, all sealed bids which have been received will, in public session, be opened, examined and declared by the City Council. Of the bids submitted which conform to all terms and conditions specified in this Resolution and which are made by responsible bidders, the bid which is the highest annual rental amount equal to or greater than \$19,000.00 will be finally accepted, unless a higher oral bid is accepted at the public auction or the City Council rejects all bids in

accordance with NRS 268.062(3)(a).

6. Before accepting any written bid, the City Council shall call for oral bids. If, upon the call for oral bidding, any responsible person offers to lease the property upon the terms and conditions specified in this Resolution, for a price exceeding by at least five percent (5%) the highest written bid, then the highest oral bid received at the public auction which is made by a responsible person shall be finally accepted.

7. The final acceptance by the City Council may be made either at the same session or at any adjourned session of the same meeting held within the twenty-one (21) days next following.

8. If the City Council does not make a final acceptance of the highest bid, the City Council may, either at the same session or at any adjourned session of the same meeting held within the twenty-one (21) days next following, if it deems the action to be for the best public interest, reject any and all bids, either written or oral, and withdraw the property from lease.

9. The City is leasing all its interest in and to the parcel of land described above subject to all terms and conditions stated herein, and subject to all conditions, exceptions and reservations of record. The City makes no guarantee of title or of the accuracy of the description of said lands.

10. Without limiting any obligation of the lessee, execution of the lease by the City is expressly conditioned upon prior satisfaction of the following conditions of the lessee within ten (10) business days of the date of approval of the lease by the City Council: (a) execution and delivery of the approved lease containing the lessee's signature to the City, (b) performance and compliance with all the terms or conditions of the lease which are to be performed concurrently therewith, and (c) payment all costs and expenses to the City by cash or cashier's check. Failure of the lessee to satisfy any of the foregoing requirements shall result in automatic cancellation of the lease.

11. The City Council may only finally accept a bid which is made by a responsible bidder.

12. The City Council reserves the right to waive technical or minor variations, omissions or irregularities in any bid, so long as the waiver does not give the bidder a competitive advantage over other bidders.

13. **IT IS FURTHER RESOLVED THAT** upon adoption of this Resolution by the City Council and performance of and compliance with all the terms or conditions of the lease which are to be performed concurrently therewith, the draft lease now on file with the Elko City Clerk, subject to adding the name of the successful bidder and appropriate dates, and correcting any minor, nonsubstantive errors and irregularities, shall be signed by the Mayor and attested by the City Clerk and shall be in full force and effect after its adoption.

PASSES AND ADOPTED this 27th day of October 2020.

END OF RESOLUTION AND ORDER.

DATED this 27th day of October 2020.

CITY OF ELKO

ATTEST:


KELLY WOOLDRIDGE, City Clerk

By: 
REECE KEENER, Mayor

VOTE:

AYES: Mayor Reece Keener, Councilman Robert Schmittlein, Councilman Chip Stone, Councilwoman Mandy Simons, and Councilman Bill Hance

NAYES: None

ABSENT: None

ABSTAIN: None

LEASE AGREEMENT
(Parking, Equipment and Materials Storage Yard)

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 20__ (the "Effective Date") by and between the CITY OF ELKO, a special charter municipal corporation and political subdivision of the State of Nevada, hereinafter referred to as "Lessor," and _____, hereinafter referred to as "Lessee."

W I T N E S S E T H :

That for and in consideration of the rents, covenants and agreements herein contained, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the herein-described property located on West Idaho Street in the Elko County, Nevada, upon the terms and conditions described hereinafter.

SECTION 1
PROPERTY

1.01 Description. Lessor does hereby lease to Lessee, and the Lessee does hereby lease from Lessor, that certain parcel of land situate, lying and being on West Idaho Street, Elko County, State of Nevada (APN 006-09G-027), consisting of 8.69 acres, more or less, and which parcel (hereinafter "Leased Premises") is more particularly described on **Exhibit A** attached hereto and shown on the map as **Exhibit B**, which are made a part hereof by this reference.

SECTION 2
TERM OF LEASE

2.01 Term. This Lease Agreement shall begin _____, 2020 (which date shall be thirty (30) days after the public auction at which the Lessee was the successful bidder on this Lease) and shall continue for a period of ten (10) years thereafter, ending at midnight on _____, 202__ (hereinafter the "Initial Term"), unless sooner terminated as in this Lease Agreement provided.

2.02 Option to Extend. At the expiration of the Initial Term, if this Lease shall then be in full force and effect and the Lessee shall have fully and timely performed all of the terms and conditions, the Lessee shall have the option to extend this Lease for five (5) additional years subject to the same terms and conditions. The option to extend must be exercised in writing by the Lessee not later than sixty (60) days prior to the expiration of the Initial Term, and if the Lessor does not receive written notice of the exercise of this

option on or before such date, this option shall terminate on that date, time being of the essence. The Initial Term and any extension thereto are collectively referred to herein as the "Term."

SECTION 3 **RENT**

3.01 Annual Rent. Lessee agrees to pay to Lessor as rent for the Leased Premises for the sum of \$ 19,000.00 per year.

3.02 Initial and Monthly Payment of Rent. Thirty (30) days after the public auction at which the Lessee was the successful bidder on this Lease, Lessee agrees to pay to Lessor as rent for the premises an initial prorated sum of \$_____ for the corresponding fraction of the first month of the Lease and, on the first day of each month thereafter, equal payments of \$1,583.33 per month with the final payment adjusted for all amounts due as set forth in Section 3.01 thereafter, subject to annual increases as set forth in Section 3.03, below, payable on the first day of each and every month during the Term.

3.03 Annual Rent Increases. During the Term, the rental amount shall be increased annually on each anniversary of the Effective Date by two percent (2%) over the rental amount in effect in the month immediately preceding such anniversary date.

SECTION 4 **OCCUPANCY OF LEASED PREMISES**

Lessee shall not occupy the Leased Premises for a period of thirty (30) days after the public auction at which the Lessee was the successful bidder on this Lease.

SECTION 5 **USE OF LEASED PREMISES**

4.01 Uses Prohibited. It is agreed between Lessor and Lessee that the Lessee shall use the Leased Premises only for parking, including parking associated with park and ride activities and the storage of equipment and materials typically used in the construction trade and no other use shall be made of the Leased Premises without the prior approval of the Lessor.

SECTION 6
LESSEE'S RESPONSIBILITIES

5.01 Maintenance of Leased Premises. The Lessee shall maintain the Leased Premises in accordance with the highest standards applicable to parking, including parking associated with park and ride activities and the storage of equipment and materials . The Lessee shall maintain the Leased Premises in a clean, neat and sanitary condition.

5.02 Loss/Theft/Damage. The Lessee shall be responsible for the loss or theft of and damage to all of its property on the Leased Premises. The City of Elko shall have no liability for the theft or loss of or damage to the Lessee's property, and as a material consideration for this Lease, the City of Elko, and its officers, supervisors, agents and employees are hereby released and discharged from all claims, demands and liability therefor.

5.03 Access. Lessee shall be responsible for access to and from the Leased Premises, , and Lessor shall have no responsibility therefor. Lessee acknowledges that as of the Effective Date, the Nevada Department of Transportation (NDOT) does not permit access from State Route 535 (West Idaho Street) to the Leased Premises. Lessee is solely responsible for obtaining permission from NDOT to access the Leased Premises and for complying with all conditions of such access if permission is granted by NDOT. Lessor does not represent that NDOT will permit access to the Leased Premises from State Route 535 (West Idaho Street) and the failure of Lessee to obtain such access will not relieve Lessee of its obligations under this Lease. Lessor agrees to cooperate with Lessee, in Lessee's efforts to obtain access to State Route 535 (West Idaho Street). Such cooperation is restricted to minimal administrative duties such as, but not limited to accepting an access permit from NDOT as the property owner. Such cooperation excludes any activities including but not limited to, legal fees, cost of improvements required by NDOT for granting access and the cost of maintaining any access improvements required by NDOT.

SECTION 7
REMOVAL OF PROPERTY UPON TERMINATION OF LEASE

6.01 Lessee to Remove Personal Property. In the event of the termination of this Lease, Lessee shall have a reasonable time (but in any event no less than thirty (30) days) to remove from the Leased Premises all personal property owned by Lessee.

SECTION 8
INDEMNIFICATION AND HOLD HARMLESS

7.01 Indemnification of City. The Lessee does hereby covenant and agree to defend, indemnify and save harmless the City of Elko, its officers, supervisors, employees and agents from all fines, suits, claims, demands, expenses, fees, liabilities, defenses and actions of any kind and nature by reason of any and all of the Lessee's operations hereunder and any and all negligence, acts and omissions of the Lessee's and their agents, employees, officers and directors and do hereby agree to assume all the risk and liability of the operation of their business hereunder.

SECTION 9
CONDUCT BY LESSEE

8.01 Compliance with Applicable Laws. Lessee shall conduct and handle the Leased Premises in a lawful and orderly manner and shall comply with all city, county, state and federal laws, rules, regulations, ordinances and codes, as well as administrative rules and regulations governing the use of property and conduct of operations at Elko Regional Airport. A copy of the Elko Regional Airport Rules and Regulations is attached hereto as **Exhibit C**.

SECTION 10
WASTE

9.01 No Waste Permitted. Lessee will not commit or permit to be committed any waste upon the Leased Premises.

SECTION 11
(INTENTIONALLY OMITTED)

SECTION 12
DEFAULT AND TERMINATION

11.01 Termination of Lease Upon Default. In the event that the rent herein provided for, in any part or portion thereof shall be in arrears or shall be unpaid on the date when the same is provided to be paid, and for ten (10) days thereafter, it shall be and may be lawful for the City of Elko, its agents or legal representatives to go to and upon the Leased Premises, and to again repossess itself thereof, and to hold and enjoy the Leased Premises without let or hindrance by Lessee, anything herein to the contrary notwithstanding. Such repossession of the Leased Premises by the City of Elko shall constitute a termination of this Lease.

11.02 Breach. In the event of default of any of the payments herein provided for, or any breach of any one or all of the clauses, covenants and agreements contained in this Lease, City of Elko shall have the right and option of declaring all monies at once due and payable and repossess itself of the Leased Premises without suit, either at law or in equity.

SECTION 13 **QUIET POSSESSION**

12.01 Lessee's Right to Occupy. The Lessee, upon making the payments herein provided for and in the manner provided, and complying with each, every and all of the terms, clauses and covenants of this Lease, shall have the sole right and option of occupying the Leased Premises under the terms of this Lease during the full term herein provided, without any let or hindrance by said Lessor.

SECTION 14 **IMPROVEMENTS**

13.01 Improvements Prohibited. Lessee shall not place any structures on or make improvements to the Leased Premises without the prior written consent of Lessor.

SECTION 15 **AIRPORT MASTER PLAN**

14.01 Termination of Lease. The Lessee understands that the Lessor has a master plan at the airport, that the master plan is subject to amendment, and that changes to the matters set forth in this lease may become necessary as a result. Lessee, accordingly, covenants and agrees, notwithstanding any provisions of this Lease to the contrary, that the Lessor may terminate this Lease at any time during the term of this Lease, or any renewable extension thereof, by written notice mailed or delivered to Lessee as provided in Section 19.04 hereof, and upon any such termination, the Lessee shall within thirty (30) days from the date of such notice of termination, vacate the Leased Premises, surrender this Lease in the premises, and remove from the Leased Premises all of Lessee's property.

SECTION 16 **ASSIGNMENT**

15.01 No Assignment. This Lease shall not be assigned, nor shall any or all of the Leased Premises be relet or sublet by the Lessee without the written consent of the

Lessor first had and obtained.

SECTION 17
LIENS / ENCUMBRANCES

16.01 Status of Lease. The Lessee shall not allow any encumbrances, liens or processes of law to attach against the Leased Premises, or Lessor's interest therein. Any attempted legal process levied against the Leased Premises, or Lessor's interest therein, if attempted in good faith, shall result in a complete termination of this Lease and a termination of Lessee's right in and to this Lease and the Leased Premises, subject to the right of Lessee to cause a discharge of any lien within sixty (60) days after filing or levy thereof, and in the event of such discharge, this Lease shall continue in full force and effect.

SECTION 18
(INTENTIONALLY OMITTED)

SECTION 19
INSPECTION

18.01 Lessor's Right to Inspect. Lessor reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any inspection it may deem appropriate for the proper enforcement of any of the covenants or conditions of this Lease.

SECTION 20
ADDITIONAL TERMS

19.01 FAA Requirements. Lessee shall comply with all terms and conditions required by the FAA Safety/Compliance Inspector as set forth on **Exhibit D** attached hereto.

19.02 Abandonment. In the event the Lessee abandons the Leased Premises, the Lease shall immediately terminate without further notice and any personal property remaining on the Leased Premises shall become the property of Lessor. For purposes of this Section 19.02, "abandonment" shall occur when either Lessee notifies Lessor that it has abandoned the Leased Premises or Lessee does not use the Leased Premises for parking associated with park and ride activities and the storage of equipment and materials for a period of ninety (90) days.

19.03 Waiver. No waiver by the Lessor or default, violation of or non-

performance of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Lessee shall be construed to be or act as a waiver of any subsequent default, violations or non-performance. The acceptance of rental or the performance of all or any part of this Lease Agreement by Lessor for or during any period or periods of default, violation or non-performance of any of these terms, covenants and conditions herein contained to be performed, kept and observed by Lessee, shall not be deemed a waiver of any right on the part of the Lessor to cancel this Lease Agreement for failure of Lessee to so perform, keep or observe any of the items, covenants or conditions hereof.

19.04 Notices. All notices sent to the parties under this Lease shall be addressed as follows:

CITY OF ELKO: Elko Regional Airport Manager
 City of Elko
 1751 College Avenue
 Elko, NV 89801

LESSEE: _____

19.05 Attorney Fees. In any dispute between the parties hereto resulting in legal action, the prevailing party shall be entitled to reasonable attorney fees and court costs.

19.06 Binding Effect. This Lease shall be binding upon and inure to the benefit of the Lessor, its successors and assigns, and upon the Lessee, their heirs, successors and assigns, subject to the restrictions against subletting and assignments.

19.07 Time. Time is of the essence of this Lease. In the event that any date specified in this Lease falls on Saturday, Sunday or a public holiday, such date shall be deemed to be the succeeding day on which the public agencies and major banks are open for business.

19.08 Governing Law. The validity, construction and enforceability of this Lease shall be governed in all respects by the law of Nevada applicable to agreements negotiated, executed and performed in Nevada by Nevada residents, whether one or more of the parties shall now be or hereafter become a resident of another state. Any disputes arising hereunder shall be resolved in the Fourth Judicial District Court in and for the County of Elko, State of Nevada.

19.09 Captions. The captions of this Lease do not in any way limit or amplify the

terms and provisions of this Lease.

19.10 Severability. Each provision of this Lease is severable from any and all other provisions of this Lease. Should any provision(s) of this Lease be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the day and year first above written.

LESSOR:

CITY OF ELKO

By: _____
REECE KEENER, Mayor

ATTEST:

Kelly Wooldridge, City Clerk

LESSEE:

By: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION

A.P.N. 006-09G-027

All those certain lots, pieces, or parcels of land situate in the County of Elko, State of Nevada, more particularly described as follows:

A Tract of land in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 19, and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 20, T. 34N., R.55E., MDB&M., more particularly described as follows:

Beginning at Corner No. 1 from which the $\frac{1}{4}$ corner of Sections 19 and 20, T.34N., R.55E., bears S.0°15'20" E., 57.08 feet;

Thence S. 58°21'W., 667.12 feet to Corner No. 2;

Thence S.27°18'E., 1425.25 feet to Corner No. 3;

Thence N.53°46'E., 39.55 feet to Corner No. 4;

Thence N.27°18'W., 243.19 feet to Corner No. 5, also a point in the section line between Sections 19 and 20;

Thence N.0°15'20"W., 1377.08 feet along said sections line to Corner No. 1, the place of beginning.

EXCEPTING THEREFROM that portion deeded to the STATE OF NEVADA described as follows:

Beginning at a point 150.00 feet right of and measured radially from the East bound centerline of Nevada Interstate Route 80 (S.R.-1), Project I-080-4 (11) 277, at Highway Engineer's Station "DE" 642 + 13.81 P.O.C., and being further described as bearing S.50°23'30W., a distance of 653.50 feet from the East $\frac{1}{4}$ corner of Section 19, T.34N., R.55E., MDB&M.

Thence N.27°12'29"W., along the Western boundary of the LOUIS CLARKSON property as recorded in Book 63 of Deeds, Page 99, Elko County, Nevada, on April 4, 1953, a distance of 138.71 feet to the Northwest corner of said LOUIS CLARKSON property;

Thence N. 58°17'10"E., along the Northern boundary of said LOUIS CLARKSON property, a distance of 666.48 feet to the Northeast corner of LOUIS CLARKSON;

Thence S. $46^{\circ}44'54\text{W}$, along the right or Southern highway right of way line of Nevada Interstate Route 80 (S.R. -1), a distance of 691.34 feet to the point of beginning.

EXHIBIT B

W AIRPORT RD

W 10TH ST

Lease Area
APN 006-400-017



EXHIBIT C

RULES AND REGULATIONS

CHAPTER I **GENERAL PROVISIONS**

SECTION 1. Definitions

As used in these Rules and Regulations, unless the text otherwise requires:

1. Airport means the Elko Regional Airport and all of the area, building facilities, and improvements within the exterior boundaries of such airport as it now exists or as it may hereafter be extended or enlarged.
2. Airport Director means the person hired by the City, whose job duties are outlined in Section 2.
3. Council means the Elko City Council of the City of Elko, Nevada.
4. City means the City of Elko, Elko County, Nevada.
5. F.A.A. means the Federal Aviation Administration.
6. Person means any individual, firm, partnership, corporation, company, association, joint-stock association or body politic, and includes any trustee, receiver assignee or other similar representative thereof.
7. Advisory Board means the Elko Regional Airport Advisory Board established by the Elko City Council.

SECTION 2. Airport Director

The Airport Director shall be hired by the City. He shall report to the City Manager. The Airport Director's duties include, but are not limited to:

1. Develop and implement policies and procedures related to airport operations, safety and maintenance, drafts and revises airport policy and procedure manuals regarding emergency procedures, minimum safety standards and operating procedures in accordance with FAA operation rules.

2. Coordinates the development and negotiation of airport leases, contracts and agreements, including those with private companies, commercial air carriers and government agencies for the rental of airport facilities including hangars, building space, airport service and concessions.

3. Initiates the FAA grant priorities and monitors the major construction resulting from those grant projects. Plans, organizes, coordinates, supervises and evaluates programs, plans, services, staffing, equipment and infrastructure of the airport, including airport development and improvement projects.

4. Supervises and monitors use of the airport facilities by tenants, concessionaires and patrons, including ground operations, passenger and baggage screening, emergency operations, maintenance and related activities. Supervises grounds and facilities maintenance, coordination of improvements or changes to facilities or equipment. Inspects airport grounds, facilities and equipment, and notes maintenance needs, safety hazards and other problems, initiates corrective action and follows-up as necessary.

5. Interprets flight safety and other flight and airport use regulations for the public, enforces airport regulations and assures compliance with a variety of local, State, and Federal laws and regulations related to airport operations.

6. Assesses a variety of emergency situations requiring airport closure or altered operations, such as snow-plowing, ice removal or other extreme weather conditions, bomb threats, fire, crashes or other emergencies, coordinates fire, crash and rescue procedures.

SECTION 3. Rules and Regulations

All aeronautical activities at the airport, all operation and flying of aircraft at the airport, and all business and other activities on the airport shall be conducted in conformity with these rules and regulations, and all amendments, supplements, attachments, changes, and additions hereto which may hereafter be adopted by the City Council, and further in conformity with all pertinent rules, regulations, orders and rulings of the F.A.A., which are made a part of these rules by this reference. Provided, however, that nothing herein contained shall affect or impair any existing agreement. In the event of any conflict between these rules and regulations and any law, rule, regulation or order of the F.A.A. or other governmental agency exercising the same or similar jurisdiction, the latter shall prevail.

SECTION 4. Special Events

Special events, such as air shows, air races, fly-ins, sky diving and all events requiring the general use of the airport, other than normal or routine airport traffic, shall be held only upon the prior approval of the Airport Director, and on such dates, in such areas and upon such terms and conditions as shall be specified by the Airport Director.

SECTION 5. Public Use

The airport shall be open for public use at all hours of the day, subject to regulation or restriction due to conditions of the landing area, the presentation of special events and like causes, as may be determined by the Airport Director and revocation of the right to use for violation of these rules and regulations as herein provided.

SECTION 6. Common Use Area

All runways for landing and take-off, all, all runway markers, guidance, signal, and beacon light used to guide operating aircraft, and wind information, for signaling, for radio-direction finding, or for any other structure, equipment or mechanism having a similar purpose for guiding or controlling flight in the air or landing and take-off of aircraft, and together with such aprons, ramps, turn-offs, taxiways, tie down areas and other areas of the airport as the airport director shall specify or designate as common use areas available for use, in common, by all persons flying or operating aircraft on the airport and shall be kept clear and available for aircraft traffic. No person or entity shall use any common use area for the parking or storing of inoperative aircraft, the repair, servicing, or fueling of aircraft or for any other purpose other than the flying and operation of aircraft without the prior consent and authorization of the Airport Director. Common use areas shall be subject to change by the Airport Director.

SECTION 7. Vehicular Traffic

The traffic laws of the City shall apply to the streets, roads, and parking areas on the airport, unless restricted by the Airport Director. Vehicular access to aircraft in the General Aviation area is permitted for the purpose of loading and unloading only. Except for firefighting equipment, ambulances, emergency vehicles, and aircraft maintenance vehicles, no person shall take or drive any vehicle on the airport, other than on established streets, roads and automobile parking facilities, unless permission has been first obtained from the Airport Director.

SECTION 8. Advertising

No signs or other advertising shall be placed on constructed upon the airport without the prior approval of the Airport Director. Any building, structure or improvement must also

| obtain prior approval of the Airport Director.

SECTION 9. Acceptance of Rules By Use

The use of the airport or any of its facilities in any manner shall constitute an assumption by the user of these rules and regulations and shall create an obligation on the part of the user to abide by and obey these rules and regulations.

SECTION 10. Operators to Keep Rules Available

All persons licensed to do business on or conduct operations of any kind on the airport shall keep a current copy of these rules and regulations in its office or place of business and make it available to all persons.

CHAPTER II
AIRPORT OPERATIONS AND AIRPORT TRAFFIC

SECTION 1. General

1. Every person operating an aircraft shall comply with and operate such aircraft in conformity with these Rules and Regulations, and all pertinent rules, regulations, or orders of the FAA.

2. The taxing, traffic, and landing rules will be managed by the Elko Regional Airport Control Tower, if operating.

3. In the event any aircraft is wrecked or damaged to the extent that it cannot be moved under its own power, the Airport Director shall be immediately notified by the pilot. Subject to governmental investigations and inspection of the wreckage, the owner or pilot of the wrecked or damaged aircraft, must obtain the necessary permission for the removal of the aircraft and shall promptly remove such aircraft and debris from all landing areas, taxiways, ramps, tie-downs areas, and all other traffic areas. The owner or pilot must place or store the aircraft in an area designated by the Airport Director. In the event the owner of the aircraft fails for any reason to comply with this regulation, the Airport Director may cause the removal and storage, or disposal of such wrecked or damaged aircraft at the expense of the aircraft owner.

SECTION 2. Ground Rules

1. No person shall park, store, tie-down, or leave any aircraft on any area of the airport other than that designated by the Airport Director, or his duly authorized agent.

2. No aircraft shall be parked or stored at the Elko Regional Airport unless it is

properly tied down and secured in place. It shall be the sole responsibility of the aircraft owner or pilot to tie down or secure said aircraft at all times required by these rules and regulations or as requested by the Airport Director. Owners of all aircraft shall be held solely responsible for any damage or loss resulting from the failure of such owner or pilot of such aircraft to comply with this rule.

3. No person shall take or use any aircraft anchoring or tie-down facilities when said facilities are already in use by another person.

4. All repairs to aircraft or engines shall be made in the spaces or areas designated for this purpose by the Airport Director and not on any part of the landing area, taxiways, ramps, fueling, or service areas of a fixed base operator, unless mutually agreed upon by the fixed base operator and the Airport Director. Prior approval for minor repairs to aircraft located on parking areas may be obtained from the Airport Director.

5. No aircraft engine shall be started on an aircraft unless a competent operator is in control of the aircraft and the parking brakes have been set or the wheels have been set with blocks that are equipped with ropes or other suitable means for removing said blocks.

6. No aircraft engine shall be started, run, or run-up, unless the aircraft is in such a position that the propeller or jet blast clears all hangars, shops, or other buildings, persons, other aircraft, vehicles, and the flight and taxi path of other aircraft.

SECTION 3. Fire Regulations

1. No aircraft shall be fueled or drained while the engine is running, or while in a hangar or other enclosed area. Fueling shall be done in such a manner and with such equipment that adequate connections for bonding for static electricity shall be continuously maintained during fueling operations.

2. All persons using, in any way, the airport area or the facilities of the airport shall exercise the utmost care to guard against fire and injury to persons or property.

3. No person shall smoke or ignite any matches, flares, lighters, or other objects of which produce an open flame anywhere within a hangar, shop, building or flammable structure in which any aircraft is or may be stored, or in which any gas, oil or flammable substance is stored or within 50 feet of any aircraft or any fueling facilities.

CHAPTER III

AIRPORT OPERATORS, LEASES, AND CONCESSIONS

SECTION 1. Business Activities.

Subject to applicable orders, certificates or permits of the Federal Aviation Administration, or its successors, no person shall use the airport, or any portion thereof, or any of its improvements or facilities for revenue producing commercial, business, or aeronautical activities, who has not first complied with these rules and regulations and obtained the consent and all appropriate permits and licenses for such activities from the City Council and entered into such written leases and other agreements prescribed by the City Council, or agreed upon by the City Council and such person or business entity.

SECTION 2. Application.

Applications for leases of ground on the airport, or for permission to carry on any commercial, business or aeronautical activity on the airport, with the necessary permits and licenses, shall be made to the Airport Director. This includes, but is not limited to Request for Proposals. The Airport Director shall present the application to the City Council by at least its next regular meeting. The City Council may, if it deems it advisable, have a public hearing upon the application. The applicant shall submit all information and material necessary, or requested by the RFP or the City Council, to establish to the satisfaction of the City Council that the applicant can qualify and will comply with these rules and regulations. The application shall be signed and submitted by every party owning an interest in the business, those who will be managing the business, every partner of a partnership, and each Director, and officer of a corporation.

SECTION 3. Action on Application.

The City Council may deny any application if, in its opinion, it finds any one or more of the following:

1. The applicant, for any reason, does not meet the qualifications, standards and requirements established by these rules and regulations; or
2. The applicants proposed operations or construction will create a safety hazard on the airport; or
3. The granting of the application will require the City to spend City funds, or to supply labor or materials in connection with the proposed operations to an extent which or at a time the City Council is unwilling to enter into such arrangement; or the operation will result in a financial loss to the City: or

4. There is no appropriate, adequate or available space or building on the airport to accommodate the entire activity of the applicant at the time of the application; or

5. The proposed operation or airport development or construction does not comply with the master plan of the airport; or

6. The development or use of the area requested by the applicant will result in depriving existing fixed base operators of portions of the area in which they are operating; or will result in a congestion of aircraft or buildings; or will result in unduly interfering with the operations of any present fixed base operator on the airport through problems in connection with aircraft traffic or service, or preventing free access to the fixed base operators area: or

7 Any part applying or interested in the business has supplied the City Council with any false information or has misrepresented any material fact in his application or in supporting documents; or has failed to make full disclosure on his application; or in supporting documents; or

8. Any party applying, or interested in the business has a record of violating these rules and regulations, or the rules and regulations of any other airport, or the Federal Aviation Regulations, or any other rules and regulations applicable to the Elko Regional Airport.

9. Any part applying, or interested in the business has defaulted in the performance of any lease or other agreement with the City of Elko, or

10. Any party applying, or interested in the business has a credit report which contain derogatory information and does not appear to be a person of satisfactory business responsibility and reputation; or

11. The applicant does not appear to have, or have access to the finances necessary to conduct the proposed operation for a minimum of six months; or

12. Any party applying, or interested in the business has been convicted of any crime or violation of any City ordinance of such a nature that it indicates to the City Council that the applicant would not be a desirable operator on the Elko Regional Airport;

13. The protection of the health, welfare, or safety of the inhabitants of the City of Elko requires such denial.

14. Nothing contained herein shall be construed to prohibit the City Council from

granting or denying, for any reason it deems sufficient, an application to do business on the airport for the purpose of selling, furnishing or establishing non-aviation products and supplies or any service or business of a non-aeronautical nature, or the application by a person for an area on the airport for the personal non-profit use of such person.

SECTION 4. Supporting Documents

If requested by the City Council, the applicant shall submit the supporting documents itemized in an Appendix (if applicable) to the City Council, together with such other documents and information as may be requested by the City Council.

SECTION 5. Airport License and Leases Non-Transferable

No right, privilege, permit or license to do business on the Elko Regional Airport, or any lease of any area of the airport shall be assigned, sold, or otherwise transferred or conveyed in whole or part without the prior express consent of the City Council.

SECTION 6. Tie-down Rates

Daily and Monthly tie down rates shall be administered by the Airport Director.

SECTION 7. Refuse

No person shall throw, dump, or deposit any waste, refuse or garbage on the Elko Regional Airport. All waste, refuse, or garbage shall be placed and kept in closed garbage cans or containers and all operating areas shall be kept in a safe, neat, clean, and orderly manner at all times, and in such a manner as to minimize any hazards.

SECTION 8. Approval of Construction

No buildings, structures, tie-downs, ramps, paving, taxi areas, or any other improvement or addition on the airport shall be placed or constructed on the airport or altered or removed without the prior approval of the City Council *and/or Airport Director*. In the event of any construction, the City Council may, in its discretion, require the appropriate bond to guarantee the completion of the construction in accordance with City Council approval.

SECTION 9. Operation Area.

No person authorized to operate on or conduct business activities on the airport shall conduct any of its business or activities on any area except those specified by the City

Council, or the Airport Director, and the leased areas.

SECTION 10. Fixed Base Operator

No person shall use the Elko Regional Airport as a fixed base operator until such person has applied for and received from the City Council a fixed base operator's license and has met the qualifications, standards and requirements of these rules and regulations. These standards, requirements, rules and regulations pertaining to FBOs, and a list of the services of a fixed base operator is contained in the Elko Regional Airport's Minimum Standard Requirements for Airport Aeronautical Services.

SECTION 11. Waiver of Chapter III

The City Council may in its discretion, waive all or any of Chapter III, or the requirements listed in the Appendix (if applicable), for the benefit of any Government or Government Agency or Department or person performing non-profit public services to the aircraft industry, or performing air search and rescue operations, or performing fire prevention or firefighting operations.

SECTION 12. Business Name

No person shall conduct business operations on the airport under a business name the same as or deceptively similar to the business name of any other fixed base operator.

SECTION 13. Damage Repair by The City

Nothing contained in these rules and regulations shall be construed as requiring the City to maintain, repair, restore or replace any structure, improvement or facility which is substantially damaged or destroyed due an act of God or other condition or circumstance beyond the control of the City.

**CHAPTER IV
PENALTIES**

SECTION 1. General

In addition to any penalties otherwise provided by City Ordinance, law, the F.A.A., or other governmental agency, any person violating or failing or refusing to comply with these rules and regulations or those issued by the Airport Director may be promptly removed or ejected from the airport by or under the authority of the Airport Director. Upon the order of the City Council or Airport Director, such person may be deprived of further use of the airport

and its facilities pending appeal or presentation of the matter to the City Council.

SECTION 2. Appeals

Such matters shall be presented to the City Council as expeditiously as practicable. By request of the City Council, the accused violator will be asked to show cause for reinstatement of airport use.

SECTION 3. Enforcement

In addition to any civil or criminal penalties, upon order of the City Council, such person may be deprived of further use of the airport and its facilities for such time as may be deemed necessary and appropriate by the City Council to insure the safeguarding of the airport, its operations, the public use thereof and the City's interest therein.

CHAPTER V
GOVERNMENT AGREEMENTS

SECTION 1. War or National Emergency

During time of war or national emergency the City shall have the right to lease the airport, or the landing areas, or any part thereof to the United States Government for military use, and any license or authority granted under these rules and any lease and agreement executed pursuant hereto shall be subject to such government lease and the provision of the government lease.

EXHIBIT D

Additional Terms Required
by FAA Safety/Compliance Inspector

1. The Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in the attached Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to reenter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Lessee shall furnish its accommodations and/or services on a fair, equal and no unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or

other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the Lessor shall have the right to terminate this Lease and the estate hereby created without liability therefor or at the election of the Lessor or the United States. Either or both said governments shall have the right to judicially enforce such provisions.

6. Lessee agrees that it shall insert the above five provisions in any Lease agreement, contract, etc. by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Lessee assures that it will require that its covered sub organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The Lessor reserves the right to further develop or improve the landing area of the Elko Regional Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.

9. The Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the Elko Regional Airport and all publicly-owned facilities of the Elko Regional Airport, together with the right to direct and control all activities of the Lessee in this regard.

10. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the United States, relative to the development, operation or maintenance of the Elko Regional Airport.

11. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used

for navigation or flight through the said airspace or landing at, taking off from or operation on the Elko Regional Airport.

12. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises.

13. The Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 5,075 feet. In the event the aforesaid covenants are breached, the Lessor reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

14. The Lessee, by accepting this Lease, agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from, or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Lessee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This Lease and all provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of or the exclusive or non-exclusive use of the Elko Regional Airport by the United States during the time of war or national emergency.