Department of Conservation and Natural Resources Bradley Crowell Director James Lawrence, Deputy Director Dominique Etchegoyhen, Deputy Director STEVE SISOLAK Governor

Nevada Commission on Off-Highway Vehicles



STATE OF NEVADA Off-Highway Vehicles Program 901 South Stewart Street, Suite 1003 Carson City, Nevada 89701 Telephone (775) 684-2794 Facsimile (775) 684-2715 www.nvohv.com



NEVADA OFF-HIGHWAY VEHICLES PROGRAM NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

2022 NEVADA OHV GRANT APPLICATION

(REQUEST FOR GRANT APPLICATIONS, APPENDIX A)

APPLICATIONS DUE November 19, 2021, 5:00 PM, PST

Please mail early; Applications postmarked prior to 8:00 am on November 19, 2021, but not received prior to that time are untimely and will not be considered.

SUBMIT: ONE FULL COLOR COPY BY <u>MAIL OR HAND DELIVERY</u> (8.5" X 11" ONLY. MAPS MAY BE 11"X17" NO LARGER) <u>AND</u> ONE SINGLE ELECTRONIC FILE; PDF VIA EMAIL <u>NNarkhede@ohv.nv.gov</u> <u>OR</u> MEMORY DEVICE ENCLOSED WITH APPLICATION

TO: NEVADA DEPT. OF CONSERVATION AND NATURAL RESOURCES OFF-HIGHWAY VEHICLES PROGRAM ATTN: NIKHIL NARKHEDE 901 S. STEWART STREET, SUITE 1003 CARSON CITY, NV 89701

For questions please contact: Nikhil Narkhede (775) 684-2794 NNarkhede@ohv.nv.gov

NEVADA OFF-HIGHWAY VEHICLES PROGRAM 2022 GRANT APPLICATION Nevada Commission on Off-Highway Vehicles Nevada Department of Conservation and Natural Resources

This application has FIVE sections which are all REQUIRED to be filled out in full. To avoid disqualification, all application areas must be concise and complete; certifications must be signed and dated. Denied applications: correspondence will be sent to applicant by email describing the reason for declaring the application incomplete.

SECTION I - PROJECT AND APPLICANT INFORMATION

- 1. Project Name: Elko Motocross Track
- **2.** Project Timeline: CY2022/23
- 3. Applicant Name: Elko Motocross Club

Mailing address: is 371 Mountain City highway #8 Elko,NV 89801

Phone: 775-934-6582

Email: jjlaughter@citlink.net

4. Classification of Applicant: (check one)

- □ Federal □ State □ County □ Local/Municipal □ Other:_____
- \Box Partnership X Non-profit \Box for Profit \Box Individual

ENTITY INFORMATION		
Entity Name: ELKO MOTOCROSS CLUB	Entity Number: E12139082021-0	
Entity Type: Domestic Nonprofit Corporation (82)	Entity Status: Active	
Formation Date: 02/03/2021	NV Business ID: NV20212006386	
Termination Date: Perpetual	Annual Report Due Date: 2/28/2022	
	Solicits Charitable Contribution: No	
Applicant Signature (Chairperson/President/Authorized Official)	11-16-202 Date	

2022 Nevada OHV Grant Application DUE 11/19/2021

4. **Project Manager:** Jeff Laughter

5376 Pebble Lane Elko, Nevada 89801

Phone: 775-738-6816

Email: jjlaughter@citlink.net

6. Classification of Land Control: (check all that apply)

 \Box Federally managed public land \Box Private Land X County \Box City

□ Other: _____

 \Box Lease; Enclosure 1

 \Box R&PP;

7. Landowner: Elko County

Mailing address: Elko County, NV, 571 Idaho Street, Elko, Nevada 89801

Phone: 775-738-6816

Email: n/a

8. THE LANDOWNER MUST PROVIDE A LETTER STATING THAT:

(See example Appendix B)

- a) Landowner has read the Request for Grant Application package.
- b) Landowner agrees with the application and the terms of the grant.
- c) Landowner holds an interest in the subject land that is sufficient in scope and authority to allow the applicant to complete the proposed project and operate and maintain the proposed project after its completion.
- d) Landowner is legally committing to maintain the trail/facility and will allow public motorized access to such trail/facilities for 25 years or the normal life of the project; and
- e) Landowner agrees to provide any match or other tasks in the application that are assigned to Landowner.

The State may require the landowner/agency to be co-grantee on the grant agreement/contract.

10/22/2021

Nevada Off-Highway Vehicles Program Department of Conservation and Natural Resources 901 S. Stewart Street, Ste 1003 Carson City, Nevada 89701

RE: Elko Motocross Club

Dear Commissioners:

The above stated off-highway project has my approval as of October 22, 2021.

I have read the Request for Grant Application package and attachments, I agree with the application and the terms of the grant. Elko County is committed to contracting with the current nonprofit lessee, who will maintain the facility and allow for motorized access to those facilities for 25 years or the normal life of the project, whichever is greater. Should the current lessee be unable to continue Elko County is committed to finding a new nonprofit lessee who will do the same. Elko County will complete any other tasks in the application that are assigned to me.

Elko County holds the land as the result of a patent from the federal government, which was made for the express purpose of creating a public OHV facility. That patent is sufficient to allow for the lease to the current lessee.

The project is located on land owned by Elko County, and is in conformance with the appropriate land management permits, licenses, clearances, and Federal environmental analyses documentation necessary to comply with local, state and/or federal laws specifically, NRS 490.069.

If you have any questions or concerns, please contact me at (775) 738-6816 or by email at cmoore@elkocountynv.net.

Sincerely,

Elko County Natural Resources Director 540 Court St., Elko, NV 89815

9. PROJECT COSTS:

(grant request and matching funds directly related to the project)

State OHV Grant Request:	478,061.00
Matching Funds:	203,210.00
Total Project Amount:	681,271.00

What are the sources or Partners for your leveraged (matching) funds?

□ Federal □ Private x In-kind x City/County x Other

Please <u>*describe*</u> additional funding source(s):

In kind labor used as matching funds. Additional funding from City of Elko, Elko County, and local supporters, in kind suppliers / material and partner donations.

10. LETTERS OF SUPPORT FROM PARTNERS are required:



City of Elko City Hall 1751 College Avenue Elko, Nevada 89801 Phone: 775-777-7110 Fax: 775-777-7119

October 15, 2021

Mr. Nikhil Narkhede Program Manager Nevada Off-Highway Vehicles Program 901 S. Stewart St., Suite 1003 Carson City, NV 89701

RE: Letter of Support - Elko Motocross Club

Dear Mr. Narkhede:

The City of Elko supported the passage of S.1197, the Elko Motocross and Tribal Conveyance Act, which conveyed BLM property located adjacent to the City to both Elko County and the Elko Indian Colony.

Section 102 of S.1197 describes the conveyance of 275 acres of land to Elko County, which can be used only as a "motocross, bicycle, off-highway vehicle, or stock car racing area, or for any other public purpose" consistent with the Recreation and Public Purposes Act of 1926.

As such, the City of Elko is writing in support of the Elko Motocross Club's OHV Grant Application. The Elko Motocross Club is in need of construction equipment, utilities, water production, water storage, and watering systems for dust suppression. The City of Elko granted the Elko Motocross Club \$5,000 in FY 2021/2022 to assist in these efforts.

The Elko Motocross Club's development of the above referenced land promotes the safe and responsible use of Nevada's "world-class opportunities for off-road recreation." Additionally, OHV recreation has a positive economic impact on our local economy.

Singerely, intil

Curtis Calder Elko City Manager

Cc: Elko City Council File

11. Project Type(s) (NRS 490.069 Sec.2c) check all that apply:

X Studies or planning for trails and facilities.

- o Environmental Assessments and Environmental Impact Studies.
- o Other studies: Wetland Delineation
- □ Acquisition of land for trails and facilities
- □ Mapping and signing of trails and facilities
- **Reconstruction**, enhancement or maintenance of existing trails and facilities

X Construction of new trails and facilities

- Restoration of areas that have been damaged by the use of off-highway vehicles.
- □ The construction of trail features, trailheads, parking, or other ancillary facilities which minimize impacts to environmentally sensitive areas or important wildlife habitat are

X Safety training and education related to the use of off highway vehicles and registration

□ Compliance and enforcement (See Appendix C, Enforcement Strategy example)

12. ALL TRAIL USERS: (check all that apply)

Mountain Biking	Hiking/Backpackir	ng 🗖 Equestrian
Single track motorcycle	□ Snowmobiling	□ Snowshoe/ski
X ATV quads	Dune buggy	X UTV Side by side
X Race Course	Skills riding course	2

The course is to be managed and run by the Elko motocross track to train riders, scheduled cross discipline training events, and hold competitive events. Other recreation disciplines are not a factor.

13. Scope of Work:

EMC seeks to purchase equipment (enclosure 3) with the title to be held by the Nevada Offroad Association if required by the Commission under a separate agreement, to construct a formal, managed, motocross track. The track will have permanent water system to minimize dust. The water system will be supplied by onsite well. The lot is large enough and available for full use except for the area where a seasonal wash/creek that has a required Wetland Delineation to be completed, that assessment is also included in this grant request, Once completed that determination will open the entre parcel to the construction of this facility. The requested equipment in this grant will be used to construct and maintain the

facility, and will be insured, and follow manufactures maintenance schedule. With the remote location we are requesting connex shipping containers to store items identified in this grant and other club items necessary to conduct competitions. Additional support in track specific equipment has been secured by EMC.

14. Standards/Guidelines that will be applied to your project:

- □ Universal Access to Outdoor Recreation A Design Guide
- □ USFS Standard Specifications for Construction & Maintenance of Trails
- □ BLM Handbook 9114-1 Trails
- □ NOHVCC Handbooks

15. Has the applicant received funding from the OHV Program in the past?

x No 🛛 Yes

Number of projects funded: 0

Amount of funding Received: \$_____

Number of projects Completed:

SECTION II – LOCATION, MAPS, PHOTOS

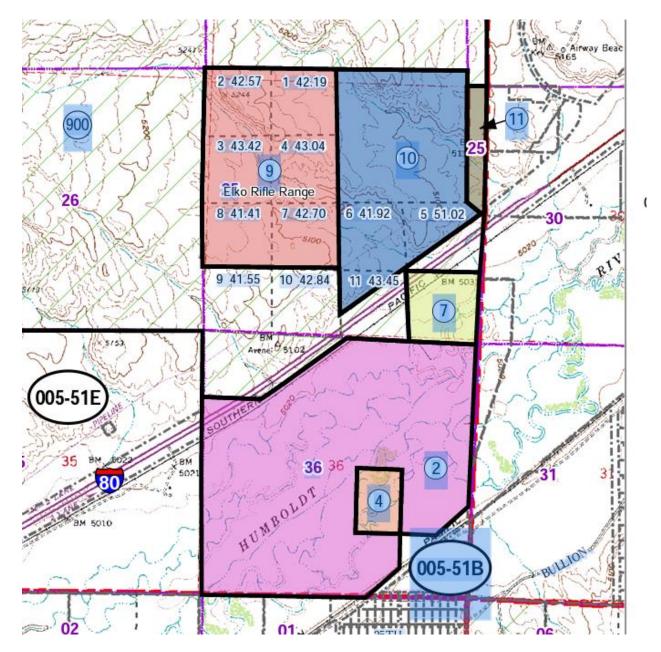
Project Location:

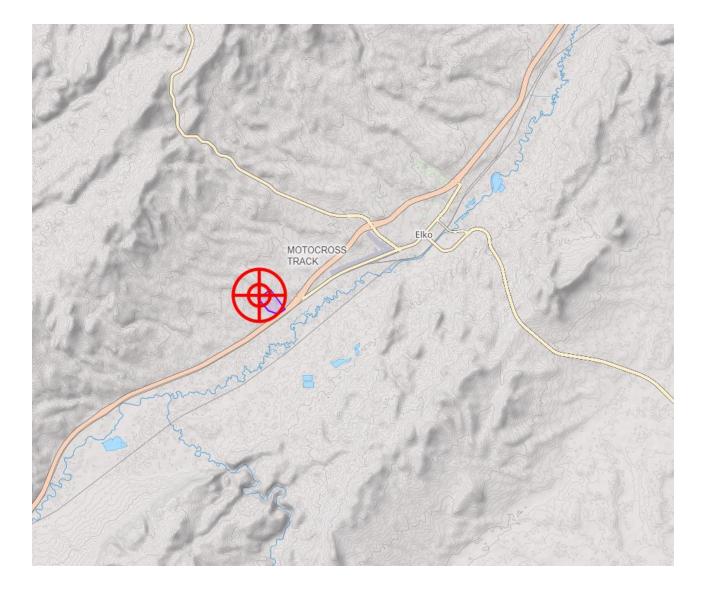
County: Elko

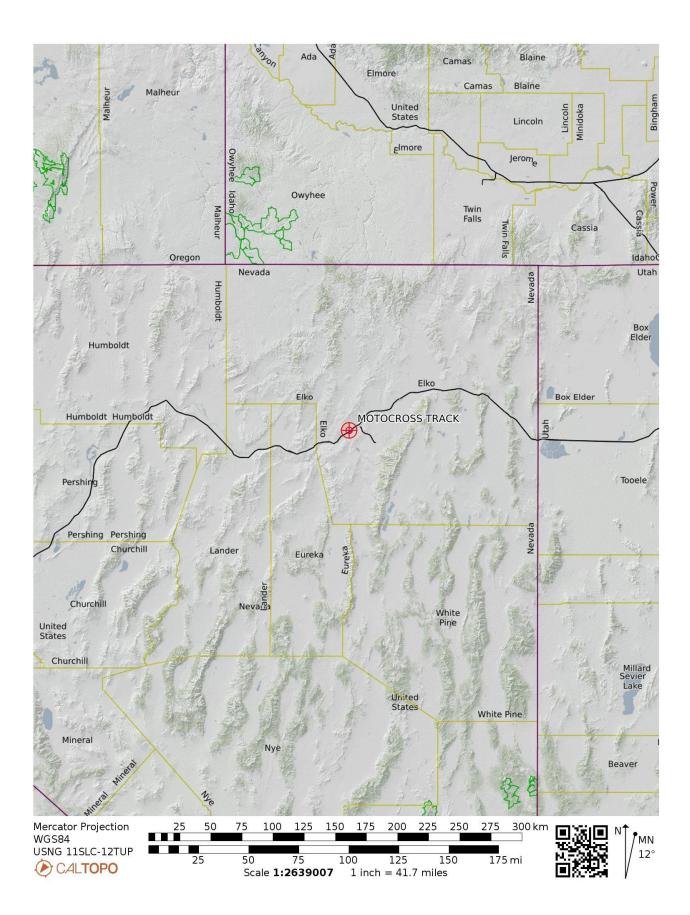
Nearest Municipality/Town/City: Elko

Center of project: Latitude: 40.80993, Longitude: -115.84385

Lot ID # 10







MAPS ARE A VERY IMPORTANT PART OF THE APPLICATION. THEY ARE REQUIRED AND CONSIDERED PART OF THE FINAL AGREEMENT IF FUNDED. SEE ATTACHED

Layout of the grounds is included at the end of enclosure 1.

Please attach the following photographs:



Entrance road with donated gravel



Overview looking down from highest point on the facility

Access road looking south



2022 Nevada OHV Grant Application DUE 11/19/2021

Entrance gate



SECTION III - Federal Lands or Other

Federal Environmental Compliance

A. If Federal funds or Land are a part of the project and NEPA was completed, indicate which Not applicable

<u>Wetland delineation</u> For full use of the lot, a wetland delineation must be made. the Attached estimate (enclosure 2) describes scope of work to determine wetland delineation and complete the appropriate field documentation in order to prepare an a United States Army Corps of Engineers (USACE) Approved Jurisdictional Determination (AJD). Stantec will also prepare and submit a Nevada Division of Environmental Protection (NDEP) On-Line Individual Permit Application.

SECTION IV - BUDGET

Proposed Budget: Provide your budget details to include at a minimum the items in the following table. You may create your own spreadsheet.

- Your budget must align clearly with your scope of work from #13. Be specific, as your application will rate higher.
- Reminder: Include all sources of funds <u>for the completion of the project</u> including federal, in-kind, private/city/county and state funds.
- Attach copies of estimates to support your budget and identify what each contract will include.

Elko Motocross budget

Item Description	OHV Grant Request	Other Matching Funds	Totals
Contracts: design, engineering, permits & construction	5,700.00	5	5,700.00
Volunteer or donated labor/in-kind		82,200.00	82,200.00
Purchase of equipment –			
CAT 259D CTL SKID STEER (titled to nvora)	45,000.00		45,000.00
JD 544K II WHEEL LOADER (titled to nvora)	125,250.00		125,250.00
JD 650 DOZER CRAWLER (titled to nvora)	125,500.00		125,500.00
Storage Container	9,853.00		9,853.00
Materials –			0.00
Electrical material	21,533.00		21,533.00
Equipment Operating cost	16,200.00		16,200.00
Watering system	80,590.00		80,590.00
Funding other sources/donated			0.00
Cashel		6,330.00	6,330.00
City Of Elko		5,000.00	5,000.00
Well drilling		60,000.00	60,000.00
Carter Eng		3,840.00	3,840.00
Q&D construction Gravel		36,000.00	36,000.00
Track Starting Gate		3,840.00	3,840.00
Insurance - Equipment / track	4,975.00	6,000.00	10,975.00
Other: Administration fee @ 10%	43,460.00		43,460.00
Totals	478,061.00	203,210.00	681,271.00
Percentages	70	30	100

SECTION V – PRIORITIES AND SCORING NARRATIVE

Grants will be scored based on answers to the Ten (10) criteria listed below. Each criteria carries a weight determined by the OHV Commission, voted upon during the public meeting on 9/7/2021. Please reference scoring criteria form.

- 1. Law Enforcement Strategy that addresses registration enforcement, including Public Education & Outreach aimed at increasing renewals and new registrations: EMC unanimously voted to amend bylaws requiring onv registration for 70cc and above for all local members of club. It was also discussed allowing for a discount for riders not in the club who show proof of onv registration.
- 2. Enhancement or Maintenance of existing trails and facilities: This grant submission is targeted to create a new offroad complex, in Elko County. This will reduce the use of existing less-quality areas, reducing non sanctioned less safe, and more environmentally damaging behaviors.
- **3. Training:** The facility will be available for formal training events **and could** be the location for formal training to SxS or ATV safety classes as well as motocross.
- 4. Trail mapping and signing of existing trails and facilities: *N/A*
- 5. Connectivity/Loops: N/A
- **6. Planning, Environmental Studies, Conservation:** By providing a quality facility, the Elko Motocross track will allow for a compact professional grade motocross facility, reducing the use of other public land that does not have a management or maintenance plan where damage goes unrepaired.
- **7.** Access: Access will be to club members and race participants. The facility is also available by request from a recognized group for safety education events, or training.
- 8. Partnering and Leverage: Elko County as the owner of this land and has planned for the use to specifically be for motorized recreation. Elko County has leased this parcel to the Elko Motocross club, for the specific development of the motocross portion of the land.
- **9. Economic Integration:** A Georgia Tech study indicates that the total economic impact of motocross on the community is 66 jobs, \$1.7 million in personal income and \$3.8 million in economic output annually. Additionally, motocross generates approximately \$263,000 in state and local government tax revenues, the report states.
- **10. Demand for New Facilities:** Elko as the county seat has the largest population density in Elko County, additionally with is being the first major community west of the 1million plus residents of the Salt Lake Valley, the need for a quality managed and specifically created motocross track is a high priority for the community.

Enclosure 1

- Lease
- Map / Layout
- Assessor
- Quotes
- Donated Records

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of April, 2021, by ELKO COUNTY, a political subdivision of the State of Nevada, (hereinafter referred to as the "County"), and Elko Motocross Club, (hereinafter referred to as "Elko Motocross").

RENT:

 In accordance with NRS 244.2835, the Elko County Commission has determined that the rent for this property, in consideration of the benefits and obligations of this lease, should be \$10 per year.

PROPERTY:

18 The property is described as follows:

Those parts of APN 005-510-010, and APN 005-510-011 indicated on the attached map (Exhibit A).

TERM OF AGREEMENT:

The term of this Agreement shall be for five (5) years from the date of signing; this Agreement may be terminated at any time by either party by serving the other party with written notice. The term of this Agreement may be extended upon written agreement of the parties.

LEASE EXTENSION

After Elko Motocross completes construction on the facilities outlined in its formal track proposal, attached and herein incorporated as Exhibit A, it may submit a request, in writing, for an additional ten years to be added to this lease. County staff will inspect the progress of construction and, if construction is complete, issue a letter certifying Elko Motocross has met the requirements for an extended lease. No other terms in this lease will be affected, and Elko Motocross will continue to fulfill all obligations under this agreement during the extended lease.

Page 1 of 7

USE OF PREMISES:

Elko Motocross agrees and understands that the premises shall only be used for Elko Motocross's club activities and all other activities are unauthorized. Elko Motocross agrees to keep and maintain the premises in a good, safe, and secure condition.

Elko Motocross shall not dispose of or otherwise allow the release of any hazardous waste or materials in, on or under the Premises, or in any improvements placed on the Premises. As used herein, the term "hazardous waste or materials" includes any substance, waste or material defined or designed as hazardous, toxic or dangerous (or any similar term) by any federal, state or local statute, regulation, rule or ordinance now or hereafter in effect. Lessee shall promptly comply with the requirements of all statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, treatment, disposal, storage, control, removal or cleanup of hazardous waste or materials in, on, or under the Premises resulting from Lessee's use of the Premises, at Lessee's sole expense.

1. After notice to Lessee and a reasonable opportunity to effect compliance, Lessor may, but is not obligated to, enter upon the Premises and take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protect its interest in the Premises; provided, however, that Lessor shall not be obligated to give Lessee notice and an opportunity to effect such compliance if (i) such delay might result in material adverse harm to Lessor or the Premises; (ii) Lessee has already had actual knowledge of the situation and has had a reasonable opportunity to effect such compliance; or (iii) an emergency exists. Whether or not Lessee has actual knowledge of the release of hazardous waste or materials on the Premises as a result of Lessee's use of the Premises, Lessee shall reimburse Lessor for the full amount of all reasonable costs and expenses incurred by Lessor in connection with such compliance activities, and such obligation shall continue even after the termination of this lease. Lessee shall notify Lessor upon Lessee's knowledge of any release of any hazardous waste or materials on the Premises.

Page 2 of 7

INDEMNIFICATION:

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Elko Motocross, and its members, shall indemnify, defend and hold the County harmless from any and all claims, suits, demands, liabilities, actions, proceedings or causes of action arising from Elko Motocross's use of the property, or from any activity, work or things which may be permitted or suffered by Elko Motocross in or about the property resulting, directly or indirectly, from Elko Motocross's activates thereon, and shall further indemnify, defend, and hold County harmless from and against any and all claim, suits, demands, liabilities, actions, proceedings or causes of action arising from any breach of default in the performance of any obligation on Elko Motocross's part to be performed under the provisions of this Agreement, or arising from any negligence, gross negligence, or intentional misconduct of Elko Motocross, its agents, members, contractors, employees or invitees, and from any and all costs, attorney's fees, expenses.

INSURANCE:

Elko Motocross agrees to carry and keep in full force and effect during the term of this Agreement, public liability insurance covering Elko Motocross activities on the property with limits in the following amounts: \$10,000.00 deductible each claim; \$1,000,000.00 each occurrence limit; \$1,000,000.00 personal and advertising limit; \$1,000,000.00. products -25 completed operation aggregate limit; \$1,000,000.00. participants liability limit; \$5,000.00 per 26 person medical expense limit; \$50,000.00 fire damage limit for any one fire; \$50,000.00 errors 28 and omissions indemnification aggregate limit. Elko Motocross will provide Elko County with a copy of all insurance no later than thirty (30) days after the agreement is signed by Elko Motocross. If Elko Motocross fails to provide documentation of insurance this Agreement will automatically terminate.

COUNTY AS ADDITIONAL INSURED:

Elko Motocross agrees to cause the County to be named as an additional insured on the said policy of insurance, and maintain the County as an additional insured at all times this

Page 3 of 7

1 2 3

Agreement is in effect.

ALTERATIONS AND IMPROVEMENTS:

Any facilities, tracks, or other improvements made under this agreement must be in accordance with written plans. Elko Motocross agrees to deliver written plans to Elko County prior to beginning construction. If Elko County finds the plans unacceptable, it will have thirty (30) days from receipt to communicate it in writing. Any permissible alterations, improvements, and/or additions shall be made in compliance with all applicable statutes, ordinances, rules, regulations, and laws. If Elko Motocross makes any alterations, improvements and/or additions, Elko Motocross may remove any personal property at Elko Motocross's own expense, but Elko Motocross is required to make any repairs to the property that is damaged by the removal of the personal property. All personal property must be removed from the premises prior to the termination of this agreement. If personal property is not removed prior to the termination of this agreement, the personal property is deemed to be a fixture of the property and may not be removed by Elko Motocross.

ASSIGNMENT:

Elko Motocross shall not assign this Agreement without the prior written consent of County.

WAIVER:

Waiver of one breach of a term, condition, or covenant of this Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any future breach of the same or other terms, conditions, or covenants.

DEFAULT:

If Elko Motocross abandons Elko Motocross's activities described in this Agreement or abandons the premises, County may terminate this agreement.

Page 4 of 7

AMENDMENT AND MODIFICATION:

This Agreement may be amended or modified in writing signed and executed by both parties.

NOTICE:

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21 22 23 All notices and demands shall be in writing and shall be sent to or mailed by certified mail,

return receipt requested, addressed to the parties respective addresses as follows:

ELKO COUNTY Amanda Osborne Elko County Manager 540 Court St. Elko, NV 89801 ELKO MOTOCROSS Elko Motocross Club Agent: Gerber Law Office 491 4TH ST Elko, NV, 89801, USA

COMPLIANCE AND RULES:

Elko Motocross agrees to conduct all events in compliance with any applicable industry standards.

TERMINATION:

This Agreement may be terminated by either party with thirty (30) days prior written notice.

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CHOICE OF LAW AND VENUE:

The terms of the Agreement shall be construed and interpreted according to the Laws of the State of Nevada and Elko County. Venue for any legal or equitable action between the Elko Motocross and County regarding the terms of the Agreement shall be resolved in the jurisdiction of Elko County.

SEVERABILITY:

If any term or provision of this Agreement is found by a court to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of

Page 5 of 7

this Agreement but such term or provision shall be deemed modified to the extent necessary, in the court's opinion, to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

ENTIRE AGREEMENT:

This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior Agreement, oral or written, agreements or agreements between the two parties respecting the subject matter of this Agreement.

Each undersigned certifies that they have read, understand and accept the terms and conditions of this Agreement:

Jeff Laughter Elko Motocross

Attest:

Date: 4-8-2

By: Jon Karr Elko County Commissioner

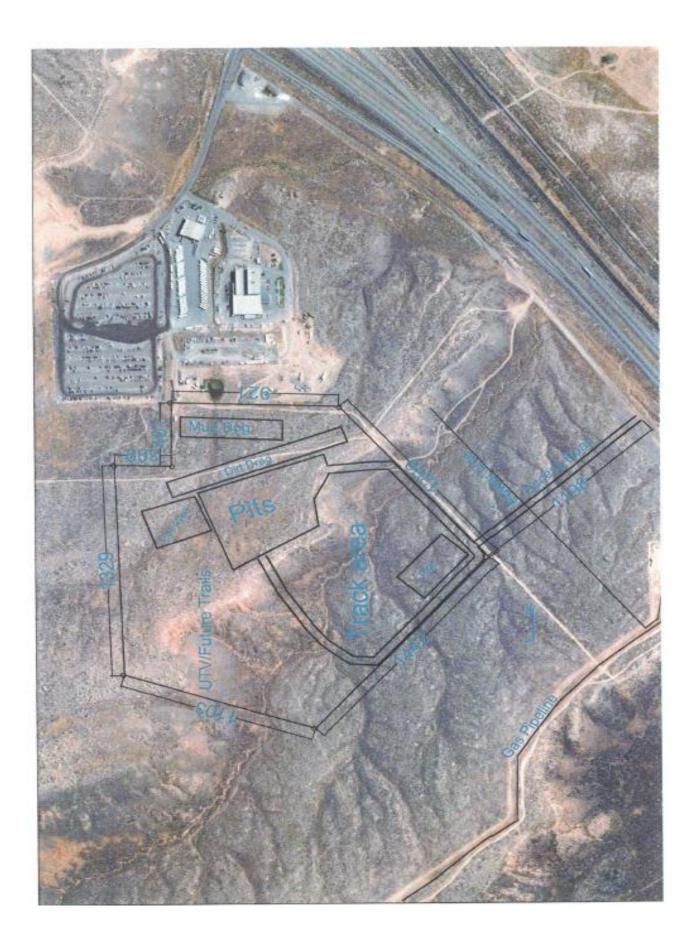
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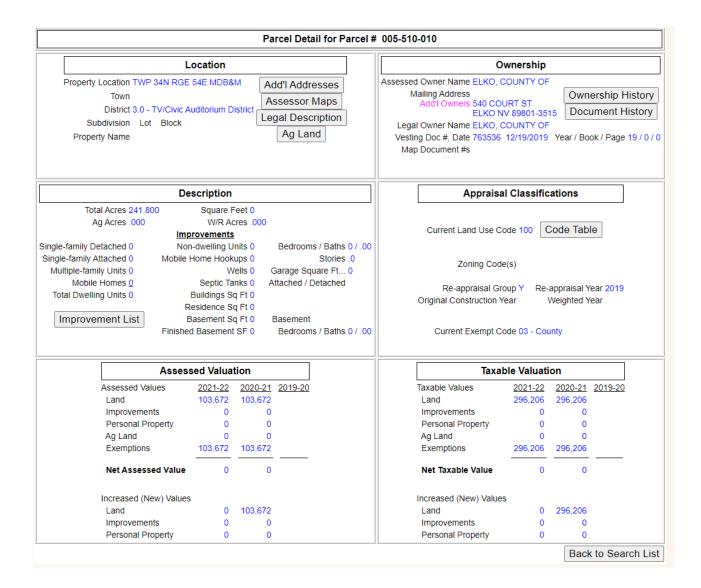
Kristine Jakeman

Kristine Jakeman Elko County Clerk

Date: 418/21

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Enclosure 2



Stantec Consulting Services Inc. 1165 East Jennings Way, Suite 101 Elko, NV 89801-7977 Tel: (775) 738-8766 Fax: (775) 738-2264

6995 Sierra Center Parkway Reno, NV 89511-2279 Tel: (775) 850-0777 Fax: (775) 850-0787

July 13, 2021

Mr. Jeff Laughter Elko Motocross Club P.O. Box 2487 Elko, Nevada 89803

RE: Proposal for United States Army Corps of Engineers and Nevada Department of Environmental Protection Permitting Elko Motocross Club, Elko County, Nevada Stantec Proposal Number 849189

Dear Mr. Laughter:

Stantec Consulting Services Inc. (Stantec) has prepared the following scope-of-work and cost estimate to support the Elko Motocross Club (Club) with their proposed approximately 20-acre motocross facility (Project) located in Elko, Nevada. To support the Project, Stantec will provide support by conducting a wetland delineation to complete the appropriate field documentation in order to prepare an a United States Army Corps of Engineers (USACE) Approved Jurisdictional Determination (AJD). Stantec will also prepare and submit a Nevada Division of Environmental Protection (NDEP) On-Line Individual Permit Application.

Stantec has prepared the scope of work and cost estimate below based on our understanding of the Project and per recent communication with Ms. Lana Carter, of Carter Engineering, LLC.

Project Regulatory Compliance Summary

The USACE is the primary regulatory authority with respect to the determination of the presence of jurisdictional wetlands on non-agricultural lands of the United States and the extent of federal jurisdiction, which is determined by conducting a delineation of wetland boundaries. In addition, Section 404 of the CWA (33 U.S.C. 1344) extends authority to the USACE to issue federal permits for activities involving discharge of dredged or fill material into "navigable waters of the United States". Waters defined as navigable include "waters of the United States including territorial seas," per Section 502(7) of the CWA. Proposed land-use activities that will involve discharge of dredged or fill material within jurisdictional wetlands are subject to USACE review and approval through the Section 404 permitting process.

NDEP Individual permits are issued by the Bureau of Water Pollution Control, Permits Branch, considering the waters that may be impacted. The types of individual permits issued include but are not limited to: Discharges to surface water bodies are permitted under the National Pollutant Discharge Elimination System (NPDES) Program pursuant to Section 402 of the federal CWA as amended and the State of Nevada Water Pollution Control Law, Chapter 445A of the Nevada Revised Statutes (445A.300-445A.730). Discharges that may impact subsurface waters, and other waters of the State that are not covered under the NPDES permits, are permitted pursuant to Water Pollution Control Law and referred to as the State's Water Pollution Control Permits.



Mr. Jeff Laughter Page 2 of 4

SCOPE-OF-WORK

Task 1 – Wetland Delineation

Desktop Assessment

Prior to field work, the following references will be reviewed to identify possible Waters of the United States and wetlands:

- United States Geological Survey Quadrangle Map (Elko East; Elko West, Nevada. 2015)
- Aerial imagery (Google Maps®)
- United States Department of Agriculture (USDA) Natural Resources Conservation Service Web Soil Survey at http://websoilsurvey.nrcs.usda.gov/
- United States Fish and Wildlife Service National Wetland Inventory Map. Located at http://www.fws.gov/wetlands/Data/Mapper.html
- USDA National Plants Database at http://plants.usda.gov

Field Work

This task will be led by our Elko based office team of environmental scientists who have experience conducting wetland surveys for USACE permitting, including wetland delineations and waters of the United States determinations,

Stantec will conduct a wetland delineation to collect data at the Project site to assist in the completing the datasheets to support the preparation of the AJD. The team will follow any channels that exhibit signs of an Ordinary High Water Mark to document potential connections to any channels that are considered Traditionally Navigable Waters (TNW). For the purposes of your Project, the nearest TNW is the Humboldt River. Field work will be completed in accordance with the methods prescribed in the following documents:

- > 1987 Corps of Engineers Wetlands Delineation Manual.
- The 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0).
- The 2008 Field Guide to the Identification of the Ordinary High-Water Mark in the Arid West Region of the Western US and the 2010 Updated Datasheet.
- Stream Flow Duration Assessment Method for the Arid West (March 2021).

Based on preliminary review of the Project, it is anticipated that one channel will be followed out to see if it connects to the Humboldt River, and no wetlands will be found.

Task 2 – Preparation of an Approved Jurisdictional Determination Request

Stantec will prepare a USACE AJD for the Club. The AJD form will include a supporting report that describes our methods and findings and will include supporting documentation including, location maps, field datasheets and photographs.

Design with community in mind



This task's deliverables include the following:

- AJD Form (completed); and
- Draft and Final Report including supporting documentation including maps, photographs, and field datasheets.

Task 3 - NDEP Individual Permit

Stantec will utilize information provided by the Club, including but not limited to, engineering reports and drawings, existing water quality data, stormwater management plans, and laboratory results to prepare and submit an online NDEP Individual Permit application to the State through the online application process. Depending on the facility use type, grading and construction plans, and timing, NDEP may require additional information be provided by the Club. If NDEP requires additional information or services not covered by this proposal, Stantec will coordinate with the Club to develop a scope and cost for those services.

Stantec will assist the Club with setting up an online account with the NDEP. Once the account has been created by the Club, Stantec will assist by completing the online application. The online Individual Permit Application can be located here: <u>Water Pollution Control E-Permitting</u> System (nv.gov).

The Club will be responsible for the NDEP application fee.

This task's deliverables include the following:

Completion of the online E-Permit Application.

SCHEDULE

Stantec will complete the wetland delineation before the end of July 2021. The draft AJD will be submitted to the Club within 10 days of completing the field work. We anticipate submitting the NDEP individual permit within the same time frame as the AJD.

Please be aware that the USACE and NDEP communication and response times vary and in some cases are taking more than six months. Stantec has no control over the response times by either of these agencies.

COST ESTIMATE

Stantec's estimated cost to complete the scope-of-work described above is \$5,700. All work will be completed in accordance with our Terms and Conditions (attached) with a total budget not to exceed \$5,700, without written authorization by the Club's authorized representative. Stantec invoices on a time-and-materials basis, and these costs represent our best estimate at what completing the scope-of-work will entail.

The following assumptions were made in the development of our scope-of-work and cost estimate:

> The Club will coordinate access to the Project area prior to field work.

Design with community in mind



- Our scope and cost do not include any licensed surveys, civil engineering, laboratory testing, or additional fees.
- > Agency site visits will not be required.
- All reports and permit applications will be delivered electronically for review and approval.

We sincerely appreciate the opportunity to submit this proposal to the Elko Motocross Club. We look forward to working with you on this Project. If you have any questions, or wish to discuss further, please contact me at (720) 346-4301 or Josh Vittori at (775) 224-6063.

Sincerely,

Stantec Consulting Services Inc.

Ron Spears, CE, CERP Senior Biologist/Project Manager

Attachment

John C. Uttoi

Joshua C. Vittori Assistant Project Manager

If the above detailed work scope, cost, and attached Professional Services Terms and Conditions meet your approval, please sign below and return via email. The contract price shall be \$5,700.

Elko Motocross Club

Print Name

Signature

Date

Design with community in mind

Enclosure 3

JD544KII

JD650DOZER

Used 650 Dozer

Used 544k Wheel Loader

1

1

Page 1 of 2

\$125,250.00

\$125,500.00

<				Remit To: 2520 Saint Rose Henderson, NV 8 702-749-5616 Pl	89074	211 0 Fax
	V			Status:	Quote	
	www.Heavy	EquipmentRentals.com		Quote #:	q102121	
1850	ted from 0 Idaho Street , NV 89801	775-389-2586 Phor 0 Fax	e		Wed 12/ 1/202 Wed 12/ 1/202	
Cus	tomer #: 4807			Ordered By:	Jared Christen	sen
	Motorcross P&H Drive			Operator:	JUSTIN KLEY	
Elko	NV 89801					
ales	man: JUSTIN KLEY	775-335-9207 JKLEY@8	BLUEDIAMONDMACHINERY.C	OM		
Qty	Көу	Items	Ser#	Status	Quote Date	Pric
1	CAT259D Used 259D Skid Steer	CAT 259D CTL SKID STEER (RUBBER TRACK)		Sold Asset		\$45,000.0
4	JD544KII	JD 544K II WHEEL LOADER		Sold Asset		\$125,250

Sold Asset

Sold Asset

Quote valid for 30 days.

All used equipment is sold as-is with no expressed warranties or guarantees.

JD 544K II WHEEL LOADER

JD 650 DOZER CRAWLER

This is a Quote Only	Quote		
This is a quote only			
		Sales:	\$295,750.00
		Subtotal:	\$295,750.00
		Elko County:	\$20,998.25
		Total:	\$316,748.25
8		Paid:	\$0.00
Signature:			to 10 710 05
Elko Moto	preross	Amount Due:	\$316,748.25
			Modification #1
Printed On Wed 10/ 6/2021 2:29:59PM	Software by Point-of-Rental Software www.point-of-rental.com		Contract-Params.SQL.rpt (1)



CASH SALE 2184 PINION RD STE C ELKO, NV 89801-4800

QUOTATION

QUOTE DATE	QUOTE #	PAGE #
09/23/2021	S509567899	1 of 3

CUST #: 197130

QUOTE TO:

SHIP TO:

ELKO NV CONTRACTOR CASH SALES 2184 PINION RD STE C ELKO, NV 89801-4800

REQUESTED BY	(REFERENCE	ACCOUNT MANAGER	
JARED			HOUSE	
QUOTED BY		TERMS	FREIGHT TERMS	
RUSSELL L PA	LMER		FREIGHT IF APPLI	CABLE
ORDER QTY	AVAILABLE	DESCRIPTION	UNIT PRICE	EXT PRICE
l ea		QUOTATION ITEM - PRICE/EACH	1580.000/ea	1580.00
		LOT: EATON CO		
		TYPE INTERIOR: P2D225BT18AH3R		
		480/277 3PH 4 WIRE 18 CIRC		
		INCLUDES		
		1 - LWPQ2060 3R ENCLOSURE		
		1 - 400A MAIN		
		1 - 200 A SUBFEED BREAKER		
		1 - 3P 100A BRANCH BREAKER		
		Blind Procurement Information		
1 ea		BR4040B200R EATON EATON BR MAIN	601.152/ea	601.15
		BREAKER LOADCENTER		
		**NON-STOCK / SPECIAL ORDER **		
10 ea		BR2020 EATON EATON BR THERMAL	39.882/ea	398.82
		MAGNETIC CIRCUIT BREAKER		
2 ea		BR230 EATON TYPE BR BREAKER 30A/2	20.846/ea	41.69
		POLE 120/240V 10K		
1 ea		BR260 EATON TYPE BR BREAKER 60A/2	22.637/ea	22.64
		POLE 120/240V 10K		
		APROXIMATLY 3-4 WEEKS		
		PLUS SHIPPING		
1 ea		PB-034 MILBANK 400A 3PH UG PULL BOX	1102.141/ea	1102.14
		11821		
		NON-STOCK / SPECIAL ORDER		
1 ea		CT364811-HC MILBANK 11 X 36 X 48	1065.145/ea	1065.15
		TRANS ENCL 11232		
** Continued on	Nevt Page *	1	SUBTOTAL	
Conditued Of	menti aye		S&H CHARGES	
		* This line is taxable		
			AMOUNT DUE	



QUOTATION

QUOTE DATE	QUOTE #	PAGE #
09/23/2021	S509567899	3 of 3

CUST #: 197130

QUOTE TO:

CASH SALE 2184 PINION RD STE C ELKO, NV 89801-4800	

ELKO NV CONTRACTOR CASH SALES 2184 PINION RD STE C ELKO, NV 89801-4800

SHIP TO:

REQUESTED BY	IESTED BY REFERENCE ACCOUNT MANAGER		R		
JARED				HOUSE	
QUOTED BY		TERMS		FREIGHT TERMS	
RUSSELL L PA	LMER			FREIGHT IF APPLI	CABLE
ORDER QTY	AVAILABLE	DESCRIPTION		UNIT PRICE	EXT PRICE
4 ea		CL250516TN BURNDY 250KCM	IL	26.601/ea	106.40
		COPPERLAYINLUG		,	
		**NON-STOCK / SPECIAL OR	DER **		
4 ea		GAR1426 BURNDY 4-2/0CU 1	/2-3/4IPS	35.612/ea	142.45
		**NON-STOCK / SPECIAL OR	DER **		
PRICES SUBJE		F		SUBTOTAL	20105.16
QUANTITIES A	VAILABLE SUB	JECT TO PRIOR SALE		S&H CHARGES	0.00
PLEASE SEE V	WW.CESCO.C	COM FOR STANDARD TERMS	* This line is taxable	ESTIMATED TAX	
AND CONDITIC	SNIC		rnis ine is taxable	ESTIMATED TAX	1427.47
				AMOUNT DUE	21532.63

ELKO MOTORCROSS CLUB Office: 702-389-0172 Cell: 775-389-0172 ELKO MOTORCROSS CLUB 4451 P&H DRIVE ELKO NV 89801 Office: 702-389-0172 Cell: 775-389-0172	EQUIPMENT SALE UNDER SALE UNDER STREET STREET DUCE DATE STREET UNDER STREET UNDER STREET UNDER STREET UNDER STREET UNDER STREET UNDER STREET
Qty Equipment # Price	Amount
2 9210060 CC: 921-0060 4600.00 CONTAINER 8X20X8'6"	9200.00
CONTAINER 6X20A8 6	Sub-total: 9200.00 Tax: 653.20 Total: 9853.20
Note: This proposal may be withdrawn if not accepted within 30 days.	
THIS IS NOT AN EQUIPMENT SALE AGREEMENT/INVOICE. THE SALE OF EQUIPMENT AND ANY OTHER ITEMS LISTE TERMS AND CONDITIONS OF UNITED'S EQUIPMENT SALE AGREEMENT/INVOICE, WHICH MUST BE SIGNED PRIOR T	
	Page: 1

From: CORTNEY WORLINE <<u>worline55@hotmail.com</u>> Date: October 13, 2021 at 12:04:03 PM PDT To: jared christensen <<u>jcbones99@yahoo.com</u>> Subject: Re: Possible equipment purchases

Hi Jared,

I have a preliminary property insurance quote for the Equipment listed on the attachment.

Coverages are- Actual cash value coverage of the machine, subject to a \$1000 deductible for comprehensive and collision coverages.

The annual premium would be- \$4975

Thanks

Cortney

Cortney Worline Worline Insurance 501 Oak St Elko, NV 89801

Cashell Mechanical Donation To Elko Motocross Club



\$350.00

Pay for Legal Fees Gerber Law February 2021

1959 M38 water truck	Inspect at Taturm yard prior to purchase	6 hours @ 105/ hr	\$630.00
	Repair brakes, water pump plumbing, check all oils,		
	grease and prep for service.	12 hours @ 105/hr	\$1,260.00
Fitzgerald water truck	Elko moto cross borrowed truck, rear suspension failed		
	Fitzgerald purchased parts Cashell Mechanical Rebuild		
	rear sustpension dogbones.	9 hours @ 105/hr	\$945.00
		<u> </u>	
Cashell Backhoe	Back hoe was used out on acess road project	17 hours @ 80/hr	\$1,360.00
Cashell Service Truck	Used out on track site for welding cross braces for fence	17 hours @105/hr	\$1,785.00
		Total	\$6,330.00



October 27, 2021

Jeffery Laughter, President Elko Motocross Club P.O. Box 2487 Elko, Nevada 89803

Subject: Donation receipt for civil engineering services provided to Elko Motocross Club to assist with permitting for Construction Storm Water and Surface Area Disturbance (SAD) with Nevada Department of Environmental Protection (NDEP) in Elko County, Nevada

Dear Jeff,

Below is my scope of work and valuation for work performed to date as a donation to Elko Motocross Club.

- Apply for Notice of Intent (NOI) with Nevada Department of Environmental Protection (NDEP) and prepare Storm Water Pollution Prevention Plan (SWPPP) and erosion control plan as required by NDEP for land disturbances over 1 acre. This item also includes filing the Notice of Termination (NOT) with photo documentation at the end of the project. (\$1,920.00)
- Apply for the Surface Area Disturbance (SAD) permit with NDEP as required for land disturbances over 5 acres. (\$1,920.00)

Total Donation = \$3,840.00

Sincerely, Carter Engineering Lana L. Cantor, P.E. Professional Engineer - Owner

300 hours



WESTERN NEVADA SUPPLY * BUDGETARY ESTIMATE * *

		11/16/21 NO. 968716 11/16/21 TO 12/15/21		
JOB:ELKO MOTORCROSS		NET 30 PAGE# 1 JOBSITE BILL CASSINELLI 775-738-9811 bcassinelli@goblueteam.com		
WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL *** SALES TAX NOT INCLUDED ***				

Qty	Part #	Description	Price Extended

×-1	rare #	Deberiperon	F1100	. BALCINGU
	1	>		
5000	PWLPLA9021	4 SDR 11 HDPE PIPE 40' *CFO*	4,60	23000.00
2500	PWLPLA9105	4 SDR 11 HDPE PIPE 40' *CFQ* 2 SDR 11 HDPE PIPE 500 COIL *CFQ	2.88	7200.00
		SELL BY 500FT ROLL ONLY!!!!!!		
21	PWLPLA9330	4 X 2 SDR 11 HDPE TEE	90.00	1890.00
21	PWLPLA0401	2 HDPE SDR 11 X 2 304 SS MPT ADA	40.00	840.00
21	PFBCA00009	LF 2 BRS 90 ELL	37.67	791.07
21	PFB1214080	LF 2 X 2-1/2 BRS NIP	20.17	423.57
21	CZNS574386	WOOD U200M 4 ' BURY	810.00	17010.00
21	WBZ1301019	N16 CONC BOX 12 X 22-1/4	53.13	1115.73
21	WBZ1301023	B16 CONC LID MARKED WTR	44.88	942.48
21	DZNS348382	DIXO FM25F20T 2-1/2 FNST X 2 MNP	40.00	840.00
1	PWLPLA1402	MCEL #14 FUSION MACH RENT MONTH	900.00	900.00
10		CRISPIN UL10.1 COMBO VLV		
10	PNS1700505	1 X 2 GLV STL NIP	4.28	42.80
10	PFMBB48180	4 X 1 VICT 920N E CLAMP T THRD O	71.36	713.60
10	WBZ1301081	B36 CONC BOX 17-1/4 X 30	81.51	815.10
10	WBZ1301083		79.86	
20		B36 CONC EXT 12 HIGH	78.21	1564.20
10		4 FLG X FLG RW VLV EPOXY IN/OUT	510.84	5108.40
20	PWLPL00085	4 SDR 11 HDPE FLG ADPT W/RING	36.49	729.80
20	WJEPR00077	4 150 HDPE-DI ZINC PLTD B N SET	15.71	314.20
10	WBZ1301171	G5 CONC VLV BOX 10-3/8 X 12	51.41	514.10
10			38.62	
60	WPZ1901100	6 X 20 SDR 35 PVC SWR PIPE	7.00	420.00
21		DIXO DM25100RAV 2-1/2 X 100 VIRV		7875 00

12 HIGH	78
RW VLV EPOXY IN/OUT	510
E FLG ADPT W/RING	36
I ZINC PLTD B N SET	15
BOX 10-3/8 X 12	51
RKED WTR	38

10	WBZ1301171	G5 CONC VLV BOX 10-3/8 X 12	51.41	514.10
10	WBZ1301173	G5 CI LID MARKED WTR	38.62	386.20
60	WPZ1901100	6 X 20 SDR 35 PVC SWR PIPE	7.00	420.00
21	WZNS020497	DIXO DM25100RAF 2-1/2 X 100 FIRE	375.00	7875.00
21	DZNS174179	DIXO BFN250NST 2-1/2 FOG NOZ	155.00	3255.00

SEGMENT 1 TOTAL 80,859.85

> _____ 80,859.85

QUOTATION TOTALS

* * * SALES TAX NOT INCLUDED * * * THE MATERIAL LISTED ABOVE IS QUOTED PER THE PLANS AND SPECS PROVIDED TO WNS, AND WHETHER SPECIFIED OR NOT WILL BE SUBJECT TO THE ENGINEER'S APPROVAL. ALL SALES ARE SUBJECT TO TAX.