

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

**SS**     March 9, 2021

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, March 9, 2021. Due to the restrictions found in the State of Nevada Emergency Directive 006, the meeting was held in the council chambers, 1751 College Ave., Elko and via GoTo Meeting.

This meeting was called to order by Mayor Reece Keener. He stated the agenda for this meeting has been posted for this date and time in accordance with State of Nevada Emergency Directive 006. The public can participate in person, by phone, tablet, laptop, or computer by registering with the GoTo Meeting link provided in the agenda, or calling 775-777-0590. Questions can be sent to [cityclerk@elkocitynv.gov](mailto:cityclerk@elkocitynv.gov).

## **CALL TO ORDER**

## **ROLL CALL**

**Mayor Present:**       Reece Keener

**Council Present:**    Councilwoman Simons  
                          Councilman Chip Stone  
                          Councilman Bill Hance  
                          Councilman Clair Morris

**City Staff Present:**  Curtis Calder, City Manager  
                          Scott Wilkinson, Assistant City Manager  
                          Kelly Wooldridge, City Clerk  
                          Candi Quilici, Accounting Manager  
                          Jan Baum, Financial Services Director  
                          Dennis Strickland, Public Works Director  
                          Susie Shurtz, Human Resources Manager  
                          Dale Johnson, Utilities Director  
                          Cathy Laughlin, City Planner  
                          Jim Foster, Airport Manager  
                          Matt Griego, Fire Chief  
                          Jack Snyder, Deputy Fire C  
                          Ty Trouten, Police Chief  
                          Dave Stanton, City Attorney  
                          Michele Rambo, Development Manager  
                          James Wiley, Parks and  
                          Bob Thibault, Civil Engineer  
                          Jeff Ford, Building Official  
                          DJ Smith, Computer Information Systems Coordinator  
                          Diann Byington, Recording Secretary

## PLEDGE OF ALLEGIANCE

## COMMENTS BY THE GENERAL PUBLIC

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

Emily McMullen-Hales, PACE Coalition, 147 Idaho Street, stated she was the new Mobility Manager. They are working on a project; a community needs assessment. They will be doing a transportation community needs assessment in the next couple of months. They are trying to get an idea of the transportation needs and issues and finding ways to address the issues.

Mayor Keener read a plaque for Fire Captain Troy DeLong, for his many years of dedication and service with the Fire Department. We appreciate his service.

Chief Griego said Captain DeLong has a total of 26 years of service to the community. He has been a leader and has brought his best game to every shift he has worked. He has also been a great mentor for those coming up through the ranks. We are sad to see him go but glad he had a successful career and got out healthy and able to enjoy his retirement.

Troy DeLong said he was very honored to have served the City for all these years. It will be hard to leave Elko. His wife worked for the City for 24 years. We are starting a new life in another state and it's going to be a great thing.

Mayor Keener presented Captain DeLong with the plaque.

**APPROVAL OF MINUTES: February 26, 2021                      Special Session**

*The minutes were approved by general consent. (Councilwoman Simons abstained.)*

## V. RESOLUTIONS AND ORDINANCES

- B. Review, consideration and possible action to adopt Resolution No. 14-21, a Resolution finding that the sale of City-owned property located at 1401 College Avenue (the old Police Station) to Elko County for the Great Basin Children's Advocacy Center is in the best interest of the City, approving the Agreement for Conveyance of Real Property for Use as a Children's Advocacy Center, and matters related thereto. **FOR POSSIBLE ACTION**

The Great Basin Children's Advocacy Center, a Nevada nonprofit corporation, has been pursuing the creation of a facility to assist in child abuse cases known as the "Children's Advocacy Center." The City of Elko has decided to assist in this project by providing land to construct the facility. At the January 26, 2021 regular meeting, the City Council initiated the process of conveying City-owned property located at 1401 College Avenue (the old Police Station) to the Great Basin Children's Advocacy Center and/or Elko County. Staff subsequently worked with Tyler

Ingram, the Elko County District Attorney, to develop the Agreement for Conveyance of Real Property for Use as a Children's Advocacy Center included in the agenda packet. Council should note that a portion of this parcel is used for storage by the VFW pursuant to a revocable license agreement with the City, which is fully assignable by the City. The VFW has been notified of the proposed sale to Elko County and does not oppose this transaction. CC

Curtis Calder, City Manager, explained the item speaks for itself. With the adoption of this resolution, this will allow staff to work with the County to make sure the land transaction occurs. He passed out a copy of the actual contract (Exhibit "A") that will accompany the resolution. The contract is missing the APN and the acreage. It will be contingent upon us filling that in.

Mayor Keener said it is a great project and has not heard anything in opposition of it. He asked Mr. Ingram to let us know where things stand right now.

Tyler Ingram, Elko County District Attorney, said since the last time he was in front of this Council, he made a trip over to Reno to meet with the architect. One of the reasons we asked for the 24 months, the contract gives them 24 months from the closing until we occupy, that was an extension he asked for because we are now operating under government building. It takes longer due to the bid process for construction. The architect has begun working on the project. This week we had some meetings with local engineers that agreed to donate their services. They are supposed to have conceptual drawings for the building by April and he offered to present that to Council. If everything goes as planned they hope to break ground in September. Things are moving along.

Mayor Keener asked if the City's donation of the property, does that count as part of the community support they are looking for.

Mr. Ingram answered absolutely. The land donation is really what got this going. That will be mentioned in their application for in-kind donations.

Chief Trouten said this is a great project and is desperately needed.

Mr. Ingram said they want a building the community could be proud of. They will have landscaping, along with a beautiful building that will dress up that lot.

Councilman Hance asked if there was a reason we have tied this to 24 months. Can we extend that if circumstances warrant?

Dave Stanton, City Attorney, answered they could extend it if needed.

Councilman Stone asked about the shed the VFW uses.

Mr. Ingram answered the VFW will be able to continue to use the shed. The County has no objection to their continued use.

Mr. Stanton said the resolution adopts the contract. If we make any substantive changes to the contract (other than small typographical errors and things like that), we will have to come back to Council to approve the contract again.

**\*\* A motion was made by Councilman Stone, seconded by Councilwoman Simons, to approve Resolution No. 14-21.**

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

## **II. APPROPRIATIONS**

- D. Review, consideration, and possible approval to enter into a Professional Services Agreement with AM Engineering for the design of the Spruce Road Rehabilitation Project in the amount of \$169,500.00, and matters related thereto. **FOR POSSIBLE ACTION**

This design will also include infrastructure to facilitate the flushing of Well #15 that is located in the vicinity of the 2<sup>nd</sup> Street Water Tank. DS

Dennis Strickland, Public Works Director, explained the project. The Water Department will be funding \$18,000 worth of the design. Their portion of the work is estimated to be around \$227,000. Public works would pick up the other \$151,000. The total project cost will be about \$1.6 million. They are considering completing the project in two phases. If we bid this all as one project as it sits right now, only a paving company would be able to bid it as the General Contractor. If we break it up, that will put us in a much better place with the contractors. There is a slight chance we will have enough in the Capital Improvement Fund to do this in phases.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve the request from staff to enter into a Professional Services Agreement with AM Engineering for the design of the Spruce Road Rehabilitation Project, in the amount of \$169,500.**

*Motion passed unanimously. (5-0)*

Aaron Martinez, AM Engineering, 742 D Street, said thank you for the opportunity to work with the City. Every project we take serious and we hope that we continue to improve ourselves on every project. Everyone that hires is local. They are expanding their enterprise in to Reno but they are doing a majority of the work here in Elko.

## **I. PRESENTATIONS**

- A. Review, consideration, and direction to Staff regarding the Fiscal Year 2021/2022 Budget, inclusive of the General and Governmental Funds, and matters related thereto. **FOR POSSIBLE ACTION**

Jan Baum, Financial Services Director, gave a presentation (Exhibit "B").

Curtis Calder, City Manager, explained the City of Elko has retained Applied Analysis to do a report with regard to the process necessary to secure the property tax rate. It is a complicated issue. He had the draft report from Applied Analysis and they are going over finalizing the report.

He is hoping to have the report at the next City Council meeting so it is very clear as to how we got to where we are today. In 2005, when the Legislature changed the law and we now all enjoy a 3% residential tax rate cap and a commercial rate of 6% cap and Elko County's 8% in the urban areas, most cities were already at their maximum tax rate. They were not damaged like communities that were not at their maximum tax rate. Back in 2005 it wouldn't have been \$1 million a year but it would have probably been \$500,000 a year. For 15 years we have left \$500,000 out of our budget because we weren't at the maximum rate. Prior to 2005, the City Council had the option to raise the rate, regardless of the pay-as-you-go at that point but they didn't. Once 2005 legislation went into effect, any rate increase you made would just be abated. For example, for this fiscal year, if you raise it 17.7% we are not going to get a penny of revenue from it. \$1 million will be abated. Once pay-as-you-go goes away all of a sudden the rate has dropped and now there is available rate and now you would see an increase. That is what we are trying to take advantage of, this one-time opportunity. It is only going to happen this one time in Elko County. If you don't do anything, you will leave \$1 million on the table and not be able to use that for future use. All of the needs outstrip the resources of the City of Elko and other local governments. This is a good strategic opportunity to look at. Whether or not it ends up being 17.7% or less, that is a City Council policy decision and that will all be explained in much greater detail when we get to the next meeting and you look at the actual report from Applied Analysis. We shared the cost of that report with Elko County because Elko County is considering doing a similar increase of 25 cents.

Mayor Keener repeated this it is a one-time opportunity and we need to go ahead and seize that. This is not a tax increase. The Pay-As-You-Go program seems to be going away and that frees up this money the City of Elko can claim. It is a one-time deal. He wondered if they needed to specify what these monies will be utilized for.

All other Councilmembers agreed we needed to increase the tax and tie something to it such as streets or a new pool/recreation facility.

Chris Johnson, Woods Court, would like the City of Elko to reach out to the School District before this is decided. He spoke about the schools that have been paid for by Pay-As-You-Go. The program has been very successful.

Mayor Keener said this will be made collaboratively. We will not work in a vacuum on this. He believed for planning purposes, we need to go through the motions of acting on this.

**\*\* A motion was made by Councilman Hance, seconded by Councilman Morris, to act on the available tax rate in the amount of \$0.1777, and direct staff to come up with a priority list for appropriation of those funds.**

Councilwoman Simons added that we are moving forward because this is a one-time opportunity and we can't drag our heels. This is not a promise of anything. If a collaboration comes to fruition, and that's the way we want to go, we can still go in that direction.

Mayor Keener agreed that it would give us all of our full options available.

Mr. Calder offered to reach out to the School District and invite them to an upcoming meeting to make a presentation.

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

Mayor Keener moved to the request for additional positions. He stated he knew that HR was busy and needed to have a full-time assistant. He fully supported the HR position. He also supported the detective position because crime is going up.

Chief Trouten offered to could answer questions. The last time the detective unit was increased was when Councilman Morris was the Police Chief.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve additional general fund positions of a full-time Detective for the Police Department and a part-time Human Resource, and moving a part-time position to a full-time position in administration for Human Resources.**

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

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

- A. Review, consideration, and public hearing for Notice of Proposed Lease of Real Property for City owned land of less than 25,000 square feet, and matters related thereto. **FOR POSSIBLE ACTION**

Plaza Forty, LLC previously held a License Agreement to use City of Elko property located at Well Site #12, adjacent to 1900 Idaho Street, for parking. The agreement expired November 12, 2018, but Plaza Forty, LLC has continued paying the monthly lease. Plaza Forty, LLC desires to continue utilizing the City property for parking. NRS 268.064 provides that the governing body may lease the property without an appraisal or public offering if the property is less than 25,000 square feet and a Resolution has been adopted finding that the proposed lease is in the best interest of the City. On February 11, 2021, the City Council adopted Resolution 07-21 making this required finding. MR

Michele Rambo, Development Manager, explained this is the second part of renewing this lease for Plaza Forty. This is for the lease itself that has expired.

Mayor Keener called for public comment without a response.

**\*\* A motion was made by Councilman Hance, seconded by Councilwoman Simons, to approve the Lease Agreement to lease City owned land located adjacent to 1900 Idaho Street to Plaza Forty, LLC, to expire on March 9, 2024.**

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

Mayor Keener moved back to the Budget Presentation and consideration of Ground Emergency Medical Transport Revenue and how to classify it.

Councilwoman Simons said we are looking at getting some money for 6 new firefighters but then in three years we are going to have to take that over. She asked about if we could move this revenue into a fund to pay for the firefighters after the grant would expire?

Ms. Baum answered if it was in the General Fund they could earmark it for that.

Mayor Keener noted we can only put so much into our contingency fund. It would be nice to build that up so we can have more options like what Councilwoman Simons was talking about.

Ms. Baum said this year it was about \$368,000. We are anticipating about \$300,000 coming in July.

Mayor Keener asked the question is to keep it in the General Fund or have it accumulate in the Fire Department.

Ms. Baum answered yes, do you want to earmark it for EMT services or equipment or supplies. If you want to earmark it for the Capital Equipment Fund to finance a truck.

Councilwoman Simons thought it needed to go back to something Fire related.

Mr. Calder didn't see a problem earmarking it back to the Fire Department. Since we have been in the ambulance business, the General Fund bankrolled that. He would be looking at do we pay back the General Fund. The ambulance was supposed to make money for the City but it never did make any money. Now we are a point where we are seeing some revenue come in but it's not from delivering patients, it's from this Medicaid program. If you do want to keep it in the Fire Department, it would be a good idea to definitively earmark it towards something so it can't just be swallowed up over time.

Mayor Keener suggested splitting the revenue. Keep half of it in Fire and put the other half into the General Fund.

Ms. Baum thought if it was to go the General Fund that we could budget that line item for that same amount every year.

Councilman Hance thought if the revenue would stay in Fire it should go to the EMS services because that is where it is generating from.

Councilman Stone said if we go down the path of another fire station, we will need to staff it and purchase equipment for it. He felt this revenue should go to the General Fund for the Fire Department.

Mayor Keener added that this is not set in stone and we can change this in the future if we see a need to do so.

Councilman Morris pointed out that many communities are going towards privatizing EMT services. Leave the fires to Fire and Hazmat. We know we aren't making any money running an ambulance. Maybe we need to consider that in the future.

Jack Snyder, Deputy Fire Chief, said they would like to keep the funds in their department. This would give us funds for training and certifications and keep everyone up to date.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Hance, to split the proceeds, with half going into the General Fund and the other half going to Fire and earmarked for the EMT equipment and supplies.**

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

Mayor Keener moved on to COLA increases. Would this be across the board?

Ms. Baum answered with the exception of the different bargaining units. They have increases already built into their bargaining unit agreement.

Mayor Keener asked with the CPI increase of 1.7%, how many employees would be affected by that?

Mr. Calder answered the managers and non-represented confidential employees. Keep in mind that 1.7% increase will be reduced by half of the PERS increase. All of the folks that didn't received the increase last year, did so voluntarily. We re-negotiated contracts last year and reduced the COLA increase with the exception of one bargaining unit. He suspected that by July 1<sup>st</sup>, CPI will be higher than 1.7%. It can be funded but these CPI and COLA increases escalate over time because they compound. He recommended going a bit higher with the COLA by about 2% and that will give us some flexibility.

Councilwoman Simons asked what happens if it rises above 2%.

Mr. Calder answered that can happen. He is conservative and thought 2% would be better than the 1.7% obviously. Maybe we are being too conservative.

Councilwoman Simons said those people sacrificed because the City was going to be in a financial position. Those people deserve the 1.7% or 2%.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Morris, approve COLA increases CPI for 2021 at 2.0%, current year PERS increase for Police/Fire at .75 and .25 for all others, 2021 except for Non-Supervisory Police Bargaining Unit.**

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

Mayor Keener moved to Shop Local Campaign. He felt it was successful. Mr. Calder spearheaded this and it did give people a lot more consumer awareness. Sales Tax Revenue shows it did work.

Mr. Calder stated he was in support. The \$50,000 would be spread across the board to the different types of media.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Morris, to approve the \$50,000 investment in the Shop Local Campaign.**

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



Mayor Keener moved to the \$500,000 design expense for an additional Fire Station. He did a web search and there are companies that have architectural plans available and there are also companies that have modular kits. Has any of that been looked in to at all?

Chief Griego answered they have looked into those things. One of the things they like to do with a Fire Station is to have it last. The Fire Station they are in now has lasted 20+ years. They have had to do a lot of repairs to it just from the wear and tear. If you went with a modular, you would expect to get a few years out of it but you won't get 20-30 years. We are looking for a solid building that will last the community for a lifetime. Had our current Fire Station been built to those standards we wouldn't have half the problems we have now. We have materials inside that don't hold up to the wear and tear of 18 individuals working there 24/7 365 days a year.

Mayor Keener said he had a discussion with the Tribal Administrator and said we have these plans to build a Fire Station and asked them to look out for any funding that would help out. The Tribe would have an enormous benefit since the station will be at the foot of the reservation.

Chief Griego said they haven't had companies reach out to them that will do financing on a public building. That is a model that the City has chosen not to pursue in the past but it is something he could bring to them. There are many options he could bring. He is looking at different stations to get a better idea of what a new station should have. Design and Engineering would be about 10% of the total project. That is about what was paid for the Police Station.

Mayor Keener stated that no one is arguing the justification of putting a satellite station online. He knows we have needed one for quite a while. He sees the \$500,000 tab on the design. If you divide that by a full work year, he can't imagine an architect taking that long to design something.

Chief Griego said that may come down once they get better numbers for the square footage and such. They don't know right now. We fight the FAA every year over pulling Station 1 or not. We are looking at building a full main station, with admin and everything, because we don't know the future of Station 1. If you want that airport to grow, that Fire Station will have to go.

Mr. Calder offered to research CMAR (Construction Manager At Risk) projects. Those are projects with a concept that you come up with a budget amount, you hire a contractor to handle the design and build. If they go over the budget amount they eat that. If they stay under the budget amount they get to keep it. We haven't done those in the past but maybe we want to explore that concept for this.

Mayor Keener agreed and wanted to look into that further.

Councilwoman Simons wondered if that would just provide an incentive to cut corners.

Mayor Keener answered it would have to meet code.

Councilman Hance answered it really doesn't. When he worked for the State, they did a couple of them in Carson City that are just as good as any other building out there.

Councilman Morris felt the \$500,000 design was far too much.

Chief Griego said the \$500,000 was just a placeholder.

Councilman Hance added that one component of that fee will be the civil engineering for the entire parcel up there. It is not just the design of the building; it is the design of the parcel as well. After doing some projects, civil engineering can eat up almost as much as an architect.

Dale Johnson, Utilities Director, said for the design and construction management on the new WRF/Water Shop, they are up in the range of \$500,000.

Mr. Calder thought even though we are not committed to a building yet, we should use the \$500,000 as a placeholder only. In the meantime, start talking to the companies that do these CMAR projects.

Mayor Keener reminded everyone that this is a budget meeting only and we are not committed to spend the funds.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Hance, to approve the \$500,000 design fee in the Fiscal Year 2022, and to direct staff to research other options.**

*The motion passed. (4-1 Councilman Morris was opposed.)*

#### **IV. NEW BUSINESS**

- G. Consideration of a request from the Elko Convention and Visitors Authority to initiate amendments to portions of Title 4, Chapter 6 of the Elko City Code, entitled “Transient Lodging Tax,” and matters related thereto. **FOR POSSIBLE ACTION**

A representative from the Elko Convention and Visitors Authority (ECVA) will be making a short presentation outlining proposed amendments to portions of the Transient Lodging Tax Code. CC

Curtis Calder, City Manager, explained there was a red-lined version of the portions of code that the ECVA is requesting to be changed. He pointed out the Recreation Fund is a revenue source for the ECVA by our code. They receive a good portion of that. When the Transient Lodging Taxes fall, that impacts the Recreation Fund and also the disbursements as well.

Kati Neddenriep, Executive Director ECVA, said she has had several conversations regarding the ECVA budget over the last year. Looking at how our funding revenues are structured, the funds are restricted on what they can be used for. She spoke about her proposed changes.

Mayor Keener thought the changes were terrific and would give the ECVA some operational flexibility.

Councilman Stone said it was important to recognize, he has had extensive meetings with Ms. Neddenriep, that this is no way going to be a plan to dump the money and pay the rent later. This is to take care of some employee costs and administration.

**\*\* A motion was made by Councilman Hance, seconded by Councilman Stone, to initiate staff to begin to format and amendment to portions of Title 4, Chapter 6 of the Elko City Code, entitled Transient Lodging Tax.**

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

### **III. SUBDIVISIONS**

- A. Review, consideration, and possible approval of Final Map No. 10-20, filed by Bailey & Associates, LLC, for the development of a subdivision entitled Ruby Mountain Peaks involving the proposed division of approximately 10 acres of property into 41 lots for residential development and 1 remainder lot within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

Subject property is located on the east side of Jennings Way between Mountain City Highway and Bluffs Avenue. (APN 001-01A-014). The Planning Commission considered this item on March 2, 2021, and took action to forward a recommendation to conditionally approve Final Map 10-20. MR

Michele Rambo, Development Manager, explained this is a final map. The tentative map was approved about a year ago. The total number of lots was reduced from the tentative map and some lots were made bigger. She went over the final map details and the findings and conditions for approval. She recommended conditional approval.

Sheldon Hetzel, Bailey and Associates, stated they are grateful to bring another project to the City.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Hance, to conditionally approve Final Map 10-20, for the Ruby Mountain Peaks subdivision, subject to the findings and conditions as recommended by the Planning Commission.**

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

### **IV. NEW BUSINESS (Cont.)**

- B. Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Ruby Mountain Peaks 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

Ms. Rambo explained this is the standard performance agreement.

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

**associated with the Ruby Mountain Peaks subdivision, and require that the developer enter into the agreement within 30 days.**

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

- A. Review, consideration, and possible approval of a first amendment to Revocable Permit No. 1-15, filed by Maverik, Inc. to occupy a portion of the City of Elko Right-of-Way, to accommodate the placement of tables, chairs, and a park bench, continue the use of an existing free-standing sign, and construct a store canopy, landscaping and related irrigation, and matters related thereto. **FOR POSSIBLE ACTION**

Council approved the license agreement for Revocable Permit 1-15 on March 10, 2015. The term listed in the agreement has expired and therefore the first amendment will allow them to continue the agreement with a new term. CL

Cathy Laughlin, City Planner, explained this revocable permit did not have an extension allowed for within the agreement. The agreement expired and Maverik would like to continue with it. They do not plan to change anything they just want to continue to use the public right-of-way.

Todd Meyers, Maverik, stated when they designed the store they included the bench located within the right-of-way, and also picnic tables and some landscaping. They feel these are beneficial features in the downtown area and would like to continue to do so.

Dennis Strickland, Public Works Director, said they seem to police that themselves and take care of the area.

Mayor Keener said Maverik has been a good neighbor downtown. They have brought a lot of traffic count, and we want that traffic count in the Redevelopment Area.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve the First Amendment to the License Agreement for Revocable Permit 1-15.**

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

Mayor Keener moved back to the Budget Presentation and the Capital Equipment Priorities.

Jan Baum, Financial Services Director, said some items to talk about are on page 16. During our meeting with all of the Department Heads, there were two items that had a lot of discussion around them. The first one is the Ladder Fire Truck for \$1.5 million, and the second was the swimming pool cover. She offered to explain all the other items on there if they had questions.

Councilwoman Simons said there has been some concern about the Volunteer Fire Department, that they are only trained to do so much so you have to have a firefighter with them. Sometimes that can be to our detriment. That makes her wonder about the future of that program. Spending \$1.5 million on a volunteer fire truck made her a little nervous.

Chief Griego answered it wasn't really a volunteer fire truck, it is a ladder truck for the City of Elko Fire Department. Use of ladder trucks prevents the spread of fires to other buildings. With

the short manning that we have, we don't have enough personnel to put on a fire with enough fire hoses to contain a large fire from an elevated position. We are not looking at this as spending \$1.5 million on a volunteer fire truck, we are spending \$1.5 million on a fire truck to protect the citizens of Elko. The volunteer fire department is trained to Firefighter 1, Firefighter 2, Fire Officer 1, Fire Officer 2 levels. It was a volunteer fire department before it was a paid fire department. Elko relies heavily on the volunteers to supplement the force. We have been trying to get this truck since 2017. We have tried grants and everything else knowing this is an expensive piece of apparatus. Now the pump is shot and it no longer pumps water. It is out of NFPA compliance for safety. Their fear was with inflation, the truck will just get more and more expensive. They are encouraging Council to look at options this year. They looked at rebuilding the truck. Back in 2017 he got a quote to refurbish it for \$350,000. The company told him not to do that because even after it is refurbished, it will not be in compliance.

Mayor Keener said the truck needs to be low-profile to fit into the old station. Does that add much cost to it?

Chief Griego answered it adds a little bit.

Jack Snyder, Deputy Fire Chief, spoke about options and costs for ladder trucks. They chose the truck based on safety features for the firefighters.

Mayor Keener suggested taking out the ladder truck item and have a special agenda item to look at the pros and cons and possible alternatives. He wasn't sure they were ready to commit to that.

Councilman Hance asked if we were abandoning the lease program. It was explained to him that the lease program was for light vehicles. The larger vehicle and equipment purchases are not going to be cycled out of the fleet like the light vehicles. Leasing Fire Trucks would have to be under a different type of lease program.

Councilman Stone wanted to see more options. We need the truck so we need to look at options.

Dennis Strickland, Public Works Director, said that when he came to work for the City, they had 60's equipment that would be used once and then end up in the shop. This replacement fund has been an amazing fund over the last 18 years. The fleet has come a long way. You can see it in the work flow in the Fleet Department. Maybe Chief Griego needs to wait a couple more years before he gets the truck. Last year, Streets got very little. This year they are getting a lot more. We all make sacrifices every other year in order to get the larger purchases.

Mayor Keener wondered if the cost of the truck could be split between two fiscal years.

Ms. Baum stated that most decisions she makes are financially based. She comes from the private sector, where if she wanted to make a \$1.5 million investment in a piece of equipment, she would have to have a 5-page power point and show a rate of return and a utilization rate and every option there is. Things like that are done in order to not make emotional decisions. She thought the ladder truck is important, especially emotionally. Maybe we need to think outside the box a little bit. We were just talking about the GEMT money and that we were going to set aside half of it to the Fire Station. Maybe we somehow use some of that money for this fire truck. Maybe the presentation needs to include options like what is the rebuild and what do those numbers mean,

and why do they not make sense. Another thing to present is a used ladder truck. The things have been presented in opinion. We need more support to a purchase like this.

Curtis Calder, City Manager, said he would like to see a specific Capital Replacement Plan for the Fire Department. We need to understand what we are spending over time. We may not be able to afford it at the end of the day.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Morris, to approve the Capital Equipment Replacement Fund as published, with the exception of the \$1.5-million line-item for the Volunteer Fire Ladder Truck and direct the Fire Department to give a comprehensive presentation that shows what future needs will be for Capital Equipment as it relates to the proposed new fire facility, and capital equipment cycling as well.**

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

## **II. APPROPRIATIONS (Cont.)**

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

**\*\* A motion was made by Councilman Hance, seconded by Councilman Stone, to approve the general warrants in the amount of \$726,750.78.**

*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 Councilman Hance, seconded by Councilman Stone, to approve the Print 'N Copy warrants in the amount of \$333.14.**

*The motion passed. (4-0 Mayor Keener abstained.)*

- C. Review and possible ratification of General Hand-Cut Checks, and matters related thereto. **FOR POSSIBLE ACTION**

**\*\* A motion was made by Councilman Hance, seconded by Councilman Stone, to approve the General Hand-Cut Checks in the amount of \$77,147.01.**

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

- E. Review, consideration, and possible authorization to purchase a 2.223 acre parcel, referred to as APN 001-630-087, and matters related thereto. **FOR POSSIBLE ACTION**

In consideration of a possible purchase, Staff obtained an appraisal for the parcel APN 001-630-087. The appraisal dated February 9, 2021, conducted by Valbridge Property Advisors indicates an as-is market value of \$175,000.00. The property

could be used for possible Elko Police Department expansion or other uses to meet City of Elko needs. CL

Cathy Laughlin, City Planner, explained the appraisal was included in the agenda packet. The property was listed for more than the \$175,000 but the property owners' representative was willing to accept the appraised value for the property. Legal will draft the paperwork and she would open up escrow if approved.

Mayor Keener supported this purchase.

Chief Trouten said we are not eyeing any plans on expansion. If we are required to tear down the annex station that sits just west of the Fire Station, we won't have anywhere to put the bomb building. The idea is down the road, or if we have to tear down the building at the Airport and reassemble it, we would then have a place where we could do that.

Councilman Morris thought it was a good idea to tie up that ground in the event we need to expand at a later time.

**\*\* A motion was made by Councilman Hance, seconded by Councilman Stone, to authorize staff to continue with the purchase of APN: 001-630-087, with an offer of \$175,000.**

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

#### **IV. NEW BUSINESS (Cont.)**

- C. Review, consideration, and possible approval of a Lease Extension for City owned land located at 2953 Manzanita Drive, and matters related thereto. **FOR POSSIBLE ACTION**

C-A-L Stores Companies, Inc., doing business as C-A-L Ranch Stores entered into a Lease Agreement with the City in June 2018 to lease the City-owned property at 2953 Manzanita Drive through May 8, 2021. Per Section 1.02(b) of the Lease Agreement, C-A-L Ranch Stores has the option to extend the lease for an additional two years, which they have now requested. MR

Michele Rambo, Development Manager, explained C-A-L Ranch Stores have decided to exercise their option to extend their lease another 2 years.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Morris, to approve the Lease Extension to the City owned land located at 2953 Manzanita Drive to C-A-L Ranch Stores expiring on May 8, 2023.**

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

- D. Review, consideration, and possible approval of the Title VI Compliance Policy and Plan for the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

The Nevada Department of Transportation (NDOT) is required to comply with various nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq. (Title VI), which provides: “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under this title or carried out under this title.” Section 162a of the Federal-Aid Highway Act of 1973 (section 324, title 23 U.S.C.) requires that there be no discrimination on the ground of sex. Moreover, NDOT’s Policy Statement provides that in compliance with Title VI and other nondiscrimination authorities, the NDOT must assure through its policies and procedures that no person shall on the grounds of race, color, national origin, age, sex, income status or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any NDOT or NDOT sponsored program or activity.

Pursuant to Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) regulations, NDOT must update its Title VI Program Plan occasionally. This Title VI Compliance Plan (sometimes referred to herein as the “Plan”) is designed to aid the NDOT External Civil Rights Division in its ability to provide oversight and ensure that there is compliance with Title VI and other nondiscrimination authorities throughout NDOT by sub-recipients of financial assistance from the United States Department of Transportation (USDOT), to include the City of Elko. KW

Kelly Wooldridge, City Clerk, gave a presentation (Exhibit “C”) regarding the draft City of Elko Title VI Compliance Plan (Exhibit “D”).

**\*\* A motion was made by Councilman Hance, seconded by Councilwoman Simons, to approve the City of Elko Title VI Policy and Compliance Plan.**

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

- E. Review, consideration and possible approval of a Lease Agreement with White Cloud Communications, Inc., and matters related thereto. **FOR POSSIBLE ACTION**

White Cloud Communications, Inc., intends to lease a portion of the airport near the Beacon Tower. This area is to be used for additional infrastructure to enhance the WIFI and fiber optic capabilities for the community. This agreement is similar to other leases in that area with the TV District and Verizon. Additionally, airport ground leases of less than one-half an acre are no longer subject to appraisal/auction process for cities whose population is less than 25,000 (NRS 496.80). JF

Jim Foster, Airport Manager, explained this is a standard lease for Airport. White Cloud wishes to put in a structure to help them with their fiber optic capabilities at the Airport. It will be located in between where the current beacon tower is located and the TV District’s little building.



**\*\* A motion was made by Councilman Stone, seconded by Councilman Morris, to approve the Lease Agreement with White Cloud Communications, Inc.**

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

- F. Authorization to solicit proposals from qualified vendors to provide for the advertising within the airport terminal, and matters related thereto. **FOR POSSIBLE ACTION**

The current Airport Advertising Concession Agreement with LAMAR Advertising is due to expire on April 1, 2021 that included one extension that was executed through mutual agreement. Staff is asking for authorization to advertise its intent for the advertising concessionaire agreement. JF

Mr. Foster explained the concessionaire agreement. The current agreement is getting ready to expire so they need to go out for proposals from advertising companies.

**\*\* A motion was made by Councilman Hance, seconded by Councilman Stone, to authorize staff to solicit qualifications/proposals from qualified vendors to provide the advertising within the airport terminal.**

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

## **V. RESOLUTIONS AND ORDINANCES (Cont.)**

- A. Review, consideration, and possible approval of Resolution No. 13-21, a Resolution amending the 2021 Ruby View Golf Course Rate Structure, and matters related thereto. **FOR POSSIBLE ACTION**

On February 23, 2021, the Elko City Council approved five (5) revisions to the existing rate structure to encourage play during the 2021 Golf Season, and directed Staff to bring back a Resolution for possible approval:

- 1) Offer a \$5.00 discount on Greens Fees for Duncan Golf Pass Holders from other Nevada Golf Courses.
- 2) Offer a \$5.00 discount on Greens Fees for the guests of Ruby View Golf Course Pass Holders.
- 3) Include Friday as part of Ruby View Golf Course's "Weekend Rate."
- 4) Add a \$5.00 surcharge per participant for Tournament Play, which will offset the cost of tournament coordination and provide each participant with a water bottle and bucket of range balls.
- 5) Remove the "Conversion from 9 to 18 hole" option.

A copy of Resolution No. 13-21 has been enclosed in the agenda packet for review.  
CC

Curtis Calder, City manager, explained these are the same things Council acted on at the last meeting, just in resolution format so we can get those published.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Hance, to approve Resolution No. 13-21.**

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

## **VII. REPORTS**

**A. Mayor and City Council**

*Mayor Keener is meeting with SW Gas on Tuesday so if staff needs anything brought up to them, let him know. The COVID numbers are coming down and moving in the right direction.*

**B. City Manager**

*Curtis Calder stated he and the Mayor got a tour of the Nevada Health Center remodel last week.*

*Mayor Keener said they were really thankful to the City for the contributions that helped bring up the community portion of the investment.*

*Mr. Calder said they got a Pennington Grant and needed match money which we contributed to them. At the next meeting we will have a report from Applied Analysis with regard to the property tax issue. He will be working with the Mayor considering bringing an item back to declassify the State of Emergency that happened about a year ago. We may want to go back to a normal status.*

*Mayor Keener asked about Nevada League of Cities event planning.*

*Mr. Calder said there have been some discussions. We are not sure of the numbers of those that will be attending. There have been some legislative hearings that we have participated in.*

**C. Assistant City Manager**

**D. Utilities Director**

*Mayor Keener asked about the utility refund over-payments.*

*Dale Johnson answered he was not aware of that.*

*Candi Quilici said those are customers that have sold property and moved out of the area. When they close on their property they have a refund coming to them.*

**D. Public Works**

*Dennis Strickland stated they are getting cranked up. They will be starting Sage Street from 5<sup>th</sup> to 7<sup>th</sup>. The crack sealer is already out. They are planning on a busy season.*

*Mayor Keener asked if he was satisfied with the fiber installation downtown.*

*Mr. Strickland answered they are getting better with their traffic control. There have been some hurdles on West Main where they did some laterals across the street. They said they would like to see a micro-seal put on top of the micro-trenching.*

**E. Airport Manager**

*Jim Foster gave an update on the numbers from the last couple of months. He was hoping they would average 1000 enplanements but they have been down the last couple of months. He is hopeful they will keep improving to get back to pre-COVID numbers.*

**G. City Attorney**

H. Fire Chief

*Chief Griego thanked Council for their assistance with the budget and discussion on all those points. He looked forward to bringing the presentation to them. He apologized that over the last year he has not been able to give Council the information he would like to. They haven't done annual reports or anything like that. It was painfully obvious to him that Council does not understand what they do. He will bring back some statistics on the engines and give an annual report so they can get an idea of what they are doing for the community with EMS. It's not just Band-Aid calls. The firefighters are going out and providing lifesaving service. He can bring statistics back on cardiac saves and traumas so Council can see they are providing a great service to the community in EMS. He will bring back information on the volunteer program and what those folks are committed to on their off-work hours. He will make sure Council understands what service they are providing to the community. That is his fault; not doing his job bringing that to Council. He is committed to remedying that.*

I. Police Chief

*Mayor Keener asked if Purcel Tire bought the lot across from PD and will they develop it?*

*Chief Trouten thought they backed out of the deal and wasn't aware they purchased the property.*

J. City Clerk

*Kelly Wooldridge reported she is trying to keep up with the Legislature. She did testify today on an amendment that Assemblyman Ellison presented regarding lowering the prevailing wage threshold for rural areas. It was not received very well. There will be another presentation to lower the prevailing wage threshold to \$2,000. They will do a work session now. It may not get out of committee.*

K. City Planner

*Cathy Laughlin reported they are still working on the land acquisition for the property for the HARP trail extension. They will need to make some amendments to the agreement and bring them back to Council for approval.*

*Mayor Keener asked about NV Energy and the lighting project downtown.*

*Ms. Laughlin answered she had not heard back from them yet.*

L. Development Manager

M. Financial Services Director

N. Parks and Recreation Director

*James Wiley reported they are still working on the things he reported at the last meeting. They are getting busier every day.*

*Mayor Keener said someone asked him why the City is charging for an Easter Egg Hunt.*

*Mr. Wiley said they are not doing an Easter Egg Hunt as normal. This year we are doing an Easter 5k run. It is hard to do the Easter Egg Hunt when huge crowds show up all at once.*

*Mayor Keener asked about irrigation at the golf course.*

*Mr. Wiley answered they receive their allotment on April 1<sup>st</sup>. they will probably start charging up the systems before that but they cannot put the effluent water on the course until April 1.*

*Mayor Keener asked when carts would be allowed on the course.*

*Mr. Wiley answered they are moving forward to allow carts Thursday through Sunday and give the course a rest Monday through Wednesday. Typically, this time of year we are still under snow and ice. We will try it while we have decent weather.*

O. Civil Engineer

*Mayor Keener asked about the ESRV software on the payables in the amount of \$12,200. How many seats is that for?*

*Bob Thibault answered it is for 5 users.*

*Mayor Keener asked if YESCO has been in touch with Facilities.*

*Mr. Thibault answered yes and they are working through replacing some parts.*

P. Building Official

Dennis Strickland explained, regarding the prevailing wage issue, he has been on the phone with Mr. Andreozzi back and forth all day about this. When Mr. Andreozzi told him there was an amendment to lower the threshold to \$2,000, he thought he was pulling his leg. If they push this to lower than \$100,000 it will have crippling effects on rurals. It will be awful. We will be paying 30% more on almost everything we do.

Mayor Keener asked some questions about in-house work.

Mr. Strickland answered there are rules on self-performing work. There are hoops we have to jump through to do that. That is one of the reasons our surface re-construct program is so viable. If we weren't doing those with City forces, one City block would be over \$100,000. This could put us in a really tough spot.

## 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.

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Mayor Reece Keener

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Kelly Wooldridge, City Clerk

# Exhibit "A"

## AGREEMENT FOR CONVEYANCE OF REAL PROPERTY FOR USE AS A CHILDREN'S ADVOCACY CENTER

**THIS AGREEMENT FOR CONVEYANCE OF REAL PROPERTY FOR USE AS A CHILDREN'S ADVOCACY CENTER** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **CITY OF ELKO**, a municipal corporation and body politic within the County of Elko, State of Nevada hereinafter called the "City" and the **COUNTY OF ELKO**, a political subdivision of the State of Nevada, hereinafter called the "County."

### RECITALS

**WHEREAS**, since 2011, community leaders and professionals have been working toward the goal of creating the Great Basin Children's Advocacy Center (GBCAC) in Elko;

**WHEREAS**, the City has been a regular participant in the process of creating the GBCAC;

**WHEREAS**, the GBCAC will provide services through grants and the cooperation of local businesses, adjacent counties and other government agencies to offer much needed benefits and resources for children and families that have been traumatized by physical and/or sexual crimes;

**WHEREAS**, the GBCAC will be a permanent, centralized facility providing access to professionals in the medical, law enforcement, social, mental health and prosecution fields, and offering a more streamlined approach to the justice process in matters involving children;

**WHEREAS**, the proposed GBCAC will be consistent with the national best practice model for facilities of this kind;

**WHEREAS**, the GBCAC will be organized under the Elko County District Attorney's Office;

**WHEREAS**, Elko and Eureka Counties have both agreed to contribute resources to the GBCAC project;

**WHEREAS**, the City has determined that the site of the former Elko Police Department at 1401 College Avenue, Elko, Nevada (hereinafter the "Property") is no longer required by the City;

**WHEREAS**, the County has determined that the Property would be an ideal location for the GBCAC; and

**WHEREAS**, at the regular meeting of the Elko City Council held on Tuesday, January 26, 2021, the City Council directed Staff to commence the process of developing this Agreement.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and County hereby agree as follows:

1. **Property.** Subject to the terms and conditions set forth in this Agreement, City does hereby agree to sell to County and County does hereby agree to buy from City, all of City's right, title and interest in and to that certain real property commonly known as Elko Assessor's Parcel Number \_\_\_\_\_, more fully described as follows:

A parcel of land in the City of Elko, Nevada, consisting of \_\_\_\_\_ square feet, more or less, and described at **Exhibit A** hereto (entitled "Legal Description") and shown on the map at **Exhibit B** hereto (entitled "Map");

SUBJECT to any and all exceptions, reservations, restrictions, restrictive covenants, liens, encumbrances, assessments, easements, rights and rights-of-way existing or of record.

TOGETHER WITH all and singular 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.

2. **Purchase Price.** The County shall pay to the City in full for the purchase price of the foregoing described Property the sum of **ONE DOLLAR (\$1.00)** payable in cash or other immediately available funds at close of sale.

3. **Conveyance of Title and Conditions Precedent.**

A. **Conveyance of Title.** The City shall convey and the County shall accept good and marketable fee title to the real property insurable by Stewart Title Company, without exceptions, reservations, liens or encumbrances, save and except:

- (i) Those set out in the current form of title policy issued by said title company; and
- (ii) Taxes which are a lien but not yet due and payable.

B. **Conditions Precedent.** Notwithstanding anything herein to the contrary, it is hereby agreed that, it shall be a condition precedent to County's obligations hereunder that City shall not have materially breached any of City's obligations hereunder as of Closing.

4. **Documents of Sale.** The City shall execute a good and sufficient grant, bargain and sale deed conveying to County good, marketable and insurable record title to the Property, in substantially the same form as **Exhibit C** attached hereto and incorporated herein by reference ("Deed"), and deposit the same into escrow with instructions to record the same in accordance with the terms and conditions of this Agreement.

5. **Title Insurance Policy.** County shall, at its own expense, obtain a policy of title insurance, in form and substance and in the sum satisfactory to County.

6. **Taxes.** All general real estate taxes, personal property taxes and assessments, including without limitation, state, county, school district and city ad valorem taxes and assessments and any improvement or other bonds encumbering the Property shall be prorated as of Closing. Notwithstanding the foregoing, nothing herein shall be interpreted as a waiver of the right of either party to assert a tax exemption.

7. **Risk of Loss.** Risk of loss of the Property shall be that of the City until date of closing and shall be County's risk thereafter.

8. **Closing Date.** The closing date of this transaction shall be on or before the \_\_\_\_ day of \_\_\_\_\_ 2021. Possession shall be delivered to County on the closing date.

9. **Closing.** The closing of this sale will take place through Stewart Title Company, 810 Idaho Street, Elko, Nevada, which shall act as escrow for purposes of this transaction. Following execution of this Agreement, said escrow shall submit to the parties such documents and instruments as may be necessary to close this sale in accordance herewith, including the Deed. The parties agree to execute and return such documents, payments and other items requested by said escrow in form satisfactory for closing this sale in accordance with this Agreement. Upon receipt of all payments and documents necessary hereunder and satisfaction of the Conditions Precedent, said escrow shall close the sale on the Closing date set forth in Section 8 above and cause such recordings and title policy to be issued as appropriate hereunder and disburse copies of all documents, recorded or otherwise, to both parties, and shall deliver the original title policy to County.

10. **Costs of Sale and Attorney Fees.** The parties shall pay their own costs in connection with transaction, to include title insurance premiums, recording fees, transfer tax, legal publication fees, appraisal fees and attorney fees for the preparation of the documents and other services of related to this sale.

11. **Inspection of Property.** The County acknowledges that the Property has been inspected, that the same is being sold in its present condition and state of repair and, except as otherwise specifically set forth herein, without representations, statements or warranties, express or implied, as to the condition thereof.

12. **City's Covenants.** City covenants as follows:

A. **No Transfers.** Until the closing, no part of the Property, or any interest therein, will be sold, encumbered or otherwise transferred without County's consent.

B. **Maintenance.** Until the closing, City shall maintain the Property in the same manner that it is being maintained on the Effective Date.

C. **Contracts.** Until the closing, City shall not enter into any contracts, licenses or agreements that in anyway relate to or otherwise affect the Property without County's prior written consent.

13. **Public Improvements.** Any public improvements required for right-of-way access approval shall be the sole responsibility of County.

14. **Default.** If the Closing fails to occur because of either Party's default, the non-defaulting Party shall have the right to all remedies available at law or in equity, including without limitation, seeking specific performance of this Agreement.

15. **Automatic Reversion.** Notwithstanding any other provision contained herein, in the event County fails to complete construction of and thereafter obtain a final certificate of occupancy within twenty-four (24) months after Closing for a new building to be located on the Property and used as the GBCAC, the Property and all improvements thereon shall thereupon automatically revert to the City and City shall be held harmless from and against any damages, expenses or costs incurred or suffered by County in relation to the Property. Moreover, in the event the Property shall be primarily used for any purpose other than the GBCAC for a period in excess of one (1) year, or should the Property cease to be used as the GBCAC for more than one (1) year, the Property and all improvements thereon shall thereupon automatically revert to the City and City shall be held harmless from and against any damages, expenses or costs incurred or suffered by County in relation to the Property.

16. **Additional Provisions.**

A. **Time.** Time is of the essence of this Agreement. In the event that any date specified in this Agreement 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.

B. **Execution of Additional Documents.** In addition to documents and other matters specifically referenced in this Agreement, City and County agree to execute and/or deliver, or cause to be executed and/or delivered such other documents and/or materials as may be reasonably necessary to effect the transaction contemplated by this Agreement.

C. **Governing Law.** The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws 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.

**D. Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between County and City pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings in relation thereto. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

**E. Counterparts.** This Agreement may be executed in one or more counterparts, and each counterpart shall constitute an original instrument, but all such counterparts shall only constitute one and the same instrument.

**F. Captions.** The captions of this Agreement do not in any way limit or amplify the terms and provisions of this Agreement.

**G. Merger.** The obligations of City and County pursuant to this Agreement shall survive the close of escrow contemplated hereunder and shall not be deemed to merge with the Deed of conveyance.

**H. Attorney Fees.** In the event of any litigation between the parties hereto arising out of this Agreement, or if one party seeks to judicially enforce the terms of this Agreement, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorneys' fees.

**I. Non-Assignability.** This Agreement may not be assigned or transferred without the express written consent of the non-assigning or non-transferring party.

**J. Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement.

**K. JURY TRIAL WAIVER.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES KNOWINGLY AND FREELY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND REPRESENT THAT THE RIGHT TO A JURY TRIAL IS AN IMPORTANT RIGHT, THAT EACH HAS REVIEWED THIS WAIVER WITH LEGAL COUNSEL OF ITS OWN CHOOSING, OR HAS HAD AN OPPORTUNITY TO DO SO,

THAT THIS PROVISION IS A MATERIAL AND NEGOTIATED TERM OF THIS AGREEMENT, THAT EACH PARTY WOULD NOT ENTER INTO THIS AGREEMENT BUT FOR THE JURY TRIAL WAIVER, AND THAT EACH PROVIDES THIS WAIVER HAVING HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF ITS CHOOSING.

CITY'S INITIALS: \_\_\_\_\_ COUNTY'S INITIALS: \_\_\_\_\_

**L. Public Use Restriction.** Notwithstanding any other provision contained herein, the Property shall at all times be used for a public use. Moreover, the Elko City Council has adopted a resolution finding that this sale will be in the best interest of the City. Accordingly, pursuant to NRS 268.061(1)(e)(2), this transaction is exempt from the requirements of NRS 268.059, 268.061 and 268.062.

**M. VFW License Agreement.** The parties acknowledge that a portion of the Property is subject to a Revocable License Agreement for Use and Occupancy of Storage Building between the City and Gasper J. Salaz Post Number 2350 Veterans of Foreign Wars of the United States Incorporated, dated April 25<sup>th</sup>, 2017 (hereinafter the "VFW License"). The City hereby assigns to the County and the County hereby assumes from the City all rights and obligations under the VFW License, and the County shall release, hold harmless, indemnify and defend the City from any against any claims arising under or in any manner pertaining to the VFW License.

**CITY:**

**COUNTY:**

**CITY OF ELKO**

**COUNTY OF ELKO**

By: \_\_\_\_\_  
**REECE KEENER, Mayor**

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

**ATTEST:**

Its: \_\_\_\_\_

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



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# **CITY OF ELKO FY 2021/2022**

## **Budget Workshop Presentation**

### **General and Governmental Funds**

# FY 2021 in Review



## COVID-19 City of Elko Emergency declaration on March 16, 2020 Impact on Budgeted Revenue

### 2020 Impact

- **2020 estimated projections were adjusted based on anticipated COVID Impact**
  - FY 2020 estimated sales tax projection decreased by \$2 million to \$12.7 million
  - FY 2020 estimated room tax revenue decreased by \$1 million to 2.9 million
- **2020 revenue did not decline as projected**
  - FY 2020 sales tax was \$14.6 million - \$2 million more than estimated
  - FY 2020 room tax was \$3.2 million – \$300 thousand more than estimated

### 2021 Impact

- **2021 budget adjusted to reflect economic shutdown and slow recovery**
  - FY 2021 sales tax budgeted at \$12.2 million
  - FY 2021 room tax budgeted at \$2.5 million
- **2021 revenue did not decline as projected**
  - FY 2021 estimated sales tax \$15 million; \$2.8 million more than budgeted
  - FY 2021 estimated room tax \$3.3 million; \$750 thousand more than budgeted

# FY 2021 in Review



## COVID-19 City of Elko Emergency declaration on March 16, 2020 CARES Funding Impact (non-budgeted)

- Cares Relief Funding - \$3.7 million
  - 2020 - \$1.9 million
  - 2021 - \$1.8 million
- Cares Relief Spend
  - Remote working/meetings \$ 78,000
  - Ambulance \$ 195,000
  - Cleaning/PPE \$ 19,000
  - Sewer Testing \$ 25,000
  - Shop Local Campaign \$ 40,000
  - Employee Sick/Admin leave \$ 345,591
  - Public Safety Reimbursement \$ 2,997,409
- Increased General Fund Ending Fund Balance nearly \$3 million

# FY 2022 – Looking Forward



## **Property Tax Rate Increase**

- Increase Rate by .1777 as a result of Elko County School District Pay-As-You-Go rate expiring July 1, 2022
- Must be budgeted in upcoming budget process per NRS requirements, but will be 100% abated in FY 2022

## **Additional General Fund Positions**

- Police Department
  - 1 – Detective
- Administration
  - .5 – Human Resources (from part-time position to full-time position)

## **Ground Emergency Medical Transport (GEMT) Revenue – How to classify revenue**

- General Fund Revenue – not reserved
- Reserve for EMT Services/Equipment/Supplies

## **COLA Increases**

- CPI: January 2021 – 1.7%
- No COLA's given in FY 2021 except for non-supervisory Police bargaining unit

## **Consider another Shop Local Campaign**

- \$50,000 investment

# FY 2022 Looking Forward – Continued



## **Funding 6 additional Fire Fighters after 36 month SAFR Grant period (assuming City is offered and grant accepted)**

- Approximately \$845,000/year in wages and benefits
- Approximately \$65,000/year in services & supplies

## **Design of Additional Fire Station**

- \$500,000 design in FY2022

## **Public Works Department Purchase Building from Water/Sewer Department**

- Price considered - \$350,000 to \$400,000

## **Unbudgeted Expenditures in current Fiscal Year (FY 2020/2021)**

- Possible acquisition of additional office space – unknown amount
- Possible acquisition of land by Police Department - \$175,000

## **Acquisition of Union Pacific Right of Way**

- 50% of appraisal cost
- Acquisition to be funded through RDA, General Fund or combination of both
- May require long-term financing

## **Capital Equipment Priorities**

- Complete list in presentation

# City of Elko A/V & Revenue History



1995/1996	218,662,312	7.99%	0.49	1,169,733	64,799
1996/1997	231,485,367	5.86%	0.51	1,252,695	82,962
1997/1998	247,881,803	7.08%	0.51	1,336,410	83,715
1998/1999	263,888,126	6.46%	0.54	1,464,610	128,200
1999/2000	272,263,390	3.17%	0.54	1,477,386	12,776
2000/2001	291,416,822	7.03%	0.54	1,561,837	84,451
2001/2002	295,138,546	1.28%	0.54	1,728,560	166,723
2002/2003	288,780,550	-2.15%	0.54	2,016,241	287,681
2003/2004	297,631,533	3.06%	0.54	2,130,964	114,723
2004/2005	296,207,696	-0.48%	0.54	2,416,907	285,943
2005/2006	296,770,239	0.19%	0.54	2,787,338	370,431
2006/2007	312,816,735	5.41%	0.59	2,878,629	91,291
2007/2008	337,353,408	7.84%	0.69	3,069,488	190,859
2008/2009	363,571,663	7.77%	0.72	3,194,597	125,109
2009/2010	389,109,714	7.02%	0.82	3,345,353	150,756
2010/2011	390,921,792	0.47%	0.92	3,371,510	26,157
2011/2012	386,309,054	-1.18%	0.92	3,551,562	180,052
2012/2013	404,635,925	4.74%	0.92	3,701,174	149,612
2013/2014	427,797,045	5.72%	0.92	4,015,202	314,028
2014/2015	465,656,772	8.85%	0.92	4,322,354	307,152
2015/2016	486,850,984	4.55%	0.92	4,479,029	156,675
2016/2017	495,236,166	1.72%	0.92	4,556,173	77,144
2017/2018	513,180,572	3.62%	0.92	4,721,261	165,089
2018/2019	519,549,574	1.24%	0.92	4,779,856	58,595
2019/2020	551,172,982	6.09%	0.92	5,070,791	290,935
2020/2021	619,988,750	12.49%	0.92	5,703,897	633,105
2021/2022	611,211,827	-1.42%	0.92	5,623,149	(80,748)



# City Property Tax Breakdown



	<u>Tax Rate</u>	<u>Home Valuation</u>	
		<u>\$200,000</u> *	<u>\$250,000</u>
Elko City General Fund	\$ 0.6148	\$430.36	\$537.95
Elko City Debt	\$ 0.0700	\$49.00	\$61.25
Elko City Capital Equipment	\$ 0.0800	\$56.00	\$70.00
Elko City Capital Construction	\$ 0.1552	\$108.64	\$135.80
<b>Annual Total City Taxes</b>	<b>\$ 0.9200</b>	<b>\$644.00</b>	<b>\$805.00</b>
Proposed Additional Tax Rate	\$ 0.1777	\$124.39	\$155.49
<b>Proposed Total City Taxes</b>	<b>\$ 1.0977</b>	<b>\$768.39</b>	<b>\$960.49</b>

\* Property tax based off of 35% of property tax value

# Property Tax Revenue & Abatement

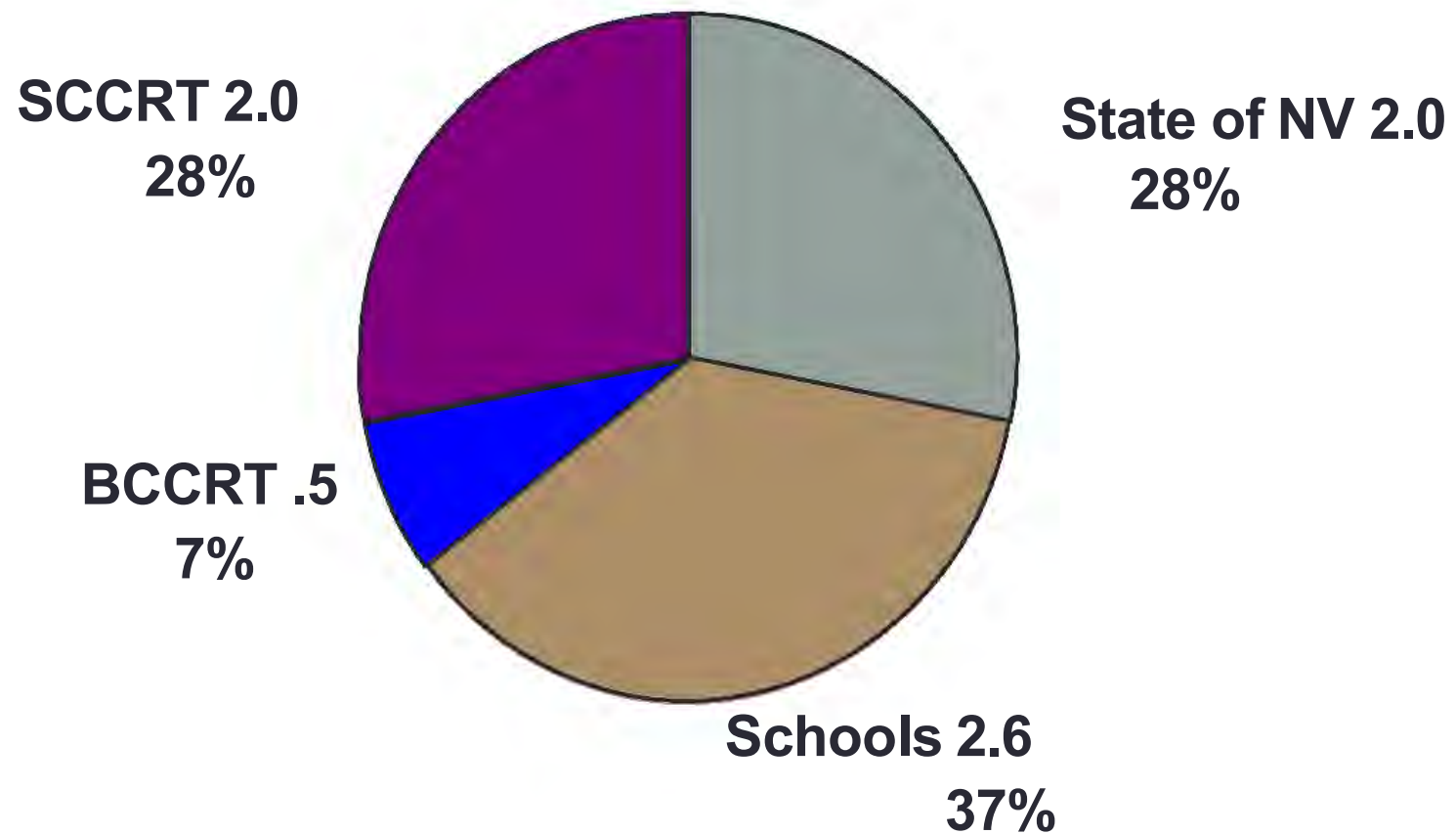


**Total City Assessed Valuation: 611,211,827**

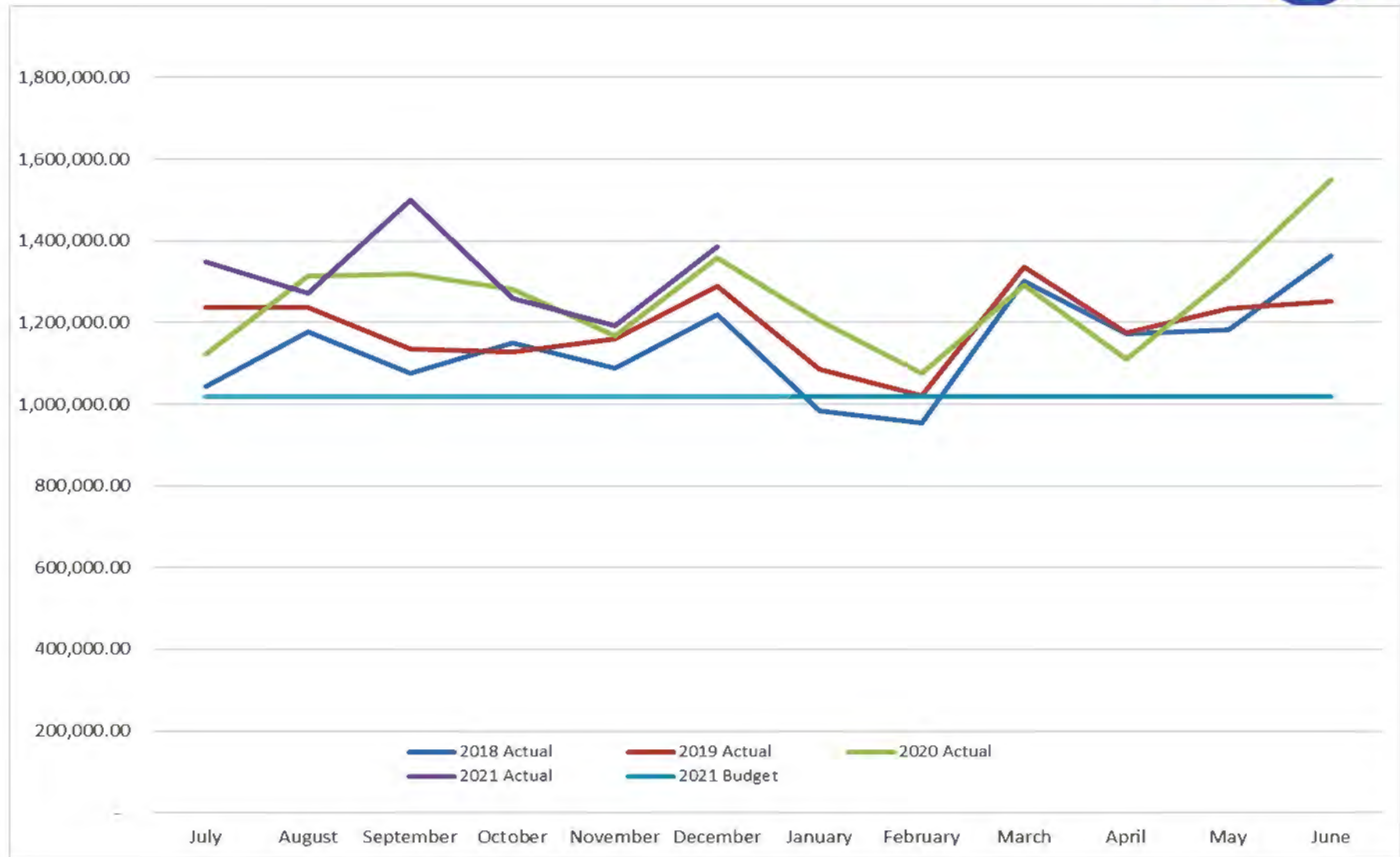
	<u>Tax Rate</u>	<u>Expected Revenue</u>	<u>Tax Abatement</u>	<u>Actual Revenue</u>
General Fund Tax Rate	0.6148	\$ 3,757,730	\$ (97,519)	\$ 3,660,211
Capital Construction	0.1552	\$ 948,601	\$ (24,618)	\$ 923,983
Capital Equipment	0.0800	\$ 488,969	\$ (12,690)	\$ 476,280
Debt Service	0.0700	\$ 427,848	\$ (11,103)	\$ 416,745
Total City Rate	<u>0.9200</u>	<u>\$ 5,623,149</u>	<u>\$ (145,930)</u>	<u>\$ 5,477,219</u>
 <b>Proposed Additional Tax Rate</b>	 0.1777	 \$ 1,086,123	 \$ (1,086,123)	 \$ -
 <b>Total City Rate with increase</b>	 <b>1.0977</b>	 <b>\$ 6,709,272</b>	 <b>\$ (1,232,053)</b>	 <b>\$ 5,477,219</b>



## Elko County Sales Tax Distribution 7.1%



# Sales Tax History



# General Fund – Prior Year



	<u>FY 2021 Actual</u>
Budgeted Beginning Fund Balance - FY 2021	\$ 5,118,416
Audited Beginning Fund Balance - FY 2021	\$ 10,079,101
<b>Excess Beginning Fund Balance</b>	<b>\$ 4,960,685</b>

## Distributed according to Revenue Stabilization Policy:

25% - Revenue Stabilization Fund*	\$ 237,521
25% - General Fund*	\$ 1,002,650
37.5% - Capital Equipment Fund	\$ 1,860,257
37.5% - Facility Reserve Fund	\$ 1,860,257

\*(Limited to \$237,521 - it is fully funded; remaining amount stays in General Fund)

(primarily from CARES funding and increased sales tax)

	<u>Estimated</u>
<b>2020/2021 Revenue Estimates</b>	
Budgeted Revenues	\$ 20,237,470
Estimated Revenues	\$ 24,730,748
<b>Resources more than budgeted</b>	<b>\$ 4,493,279</b>

(primarily from CARES funding and increased sales tax)

## 2020/2021 Expenditure Estimates

Budgeted Expenditures	\$ 22,287,926
Estimated Expenditures	\$ 21,135,172
<b>Additional Available Resources</b>	<b>\$ 1,152,754</b>

# General Fund – Roll-up Costs



	<u>Budget 2020/21</u>	<u>Budget 2021/22</u>	<u>Increase (Decrease)</u>	<u>Percentage Changed</u>
Salaries	\$ 10,401,195	\$ 10,893,791	\$ 492,596	4.74%
Benefits	\$ 6,235,487	\$ 6,702,325	\$ 466,838	7.49%
Svc/Supplies	\$ 5,540,265	\$ 5,933,235	\$ 392,970	7.09%
 Total Expenditures	 <b>\$ 22,176,947</b>	 <b>\$ 23,529,351</b>	 <b>\$ 1,352,404</b>	

**Note:** CPI for January 2021 was 1.7%

Includes 2.5% merit increase for management personnel based on availability in management scale.

Includes merit increases as detailed in Union Agreements

# General Fund Summary & Budget Assumptions



<u>Estimated 2020/2021</u>		<u>Tentative Budget 2021/2022</u>	
	<u>Estimated 2020/2021</u>		<u>Tentative 2021/2022</u>
<b>Beginning Fund Balance</b>	<b>\$ 10,079,100</b>	<b>Beginning Fund Balance</b>	<b>\$ 12,550,735</b>
Excess Beginning Fund Balance		Excess Beginning Fund Balance	
Transfer Out	<b>\$ (720,910)</b>	Transfer Out	<b>\$ (3,958,035)</b>
<b>Available Beginning Fund Balance</b>	<b>\$ 9,358,190</b>	<b>Available Beginning Fund Balance</b>	<b>\$ 8,592,700</b>
Revenues	\$ 24,730,748	Revenues	\$ 23,516,368
Expenditures	\$ 21,135,172	Expenditures	\$ 23,929,351
Transfers In	\$ -	Transfers In	\$ -
Transfers Out	\$ 403,031	Transfers Out	
		Airport	\$ 140,000
		Contingency (1.5% of exp)	\$ 358,940
<b>Ending Fund Balance</b>	<b>\$ 12,550,735</b>	<b>Ending Fund Balance</b>	<b>\$ 7,680,777</b>
<b>Required ending Fund Balance</b>	<b>1,754,219</b>	<b>Required ending Fund Balance</b>	<b>1,986,136</b>
<b>Additional Resources Available</b>	<b>\$ 10,796,516</b>	<b>Additional Resources Available</b>	<b>\$ 5,694,641</b>

## 2022 Budget Assumptions:

1.7% COLA's built in

Combined Sales Tax 2022 increase from current year - 2%

Property Tax revenue flat

New Detective and .5 HR Positions and related benefit costs built in

SAFR Grant, Salaries and related non-grant funded position related costs NOT Built in

GEMT Revenue Remains in General Fund - \$296,000

# General Fund FY 2021/2022 Detail



	<u>FY 2021 Estimate</u>		<u>FY 2022 Tentative</u>	
<b>Revenues</b>				
Property Taxes	15%	3,660,211	16%	3,660,211
Licenses/Permits	8%	1,873,640	7%	1,751,609
Intergovernmental	71%	17,563,164	70%	16,401,624
Charges for Services	3%	775,334	4%	925,638
Fines/Forfeitures	0%	78,524	0%	83,836
Miscellaneous Revenues	3%	779,876	3%	693,450
<b>Total Revenue</b>		<b>24,730,748</b>		<b>23,516,368</b>
<b>Expenditures</b>				
General Government	12%	2,626,343	12%	2,856,554
Public Safety	56%	11,869,126	54%	12,857,475
Municipal Court	2%	327,107	2%	416,500
Public Works	20%	4,263,406	22%	5,347,943
Health	3%	681,976	3%	817,775
Recreation	6%	1,238,518	6%	1,507,094
Community Service	1%	128,696	1%	126,011
<b>Total Expenditures</b>		<b>21,135,172</b>		<b>23,929,351</b>
<b>Transfers Out</b>		<b>1,123,941</b>		<b>4,098,035</b>
<b>Contingency</b>				<b>358,940</b>
<b>Beginning Fund Balance</b>		<b>\$ 10,079,100</b>		<b>\$ 12,550,735</b>
<b>Ending Fund Balance</b>		<b>\$ 12,550,735</b>		<b>\$ 7,680,777</b>



# Recreation Fund



<u>Resources:</u>	<u>Tentative Budget</u>	<u>Expenditures (Continued):</u>	<u>Tentative Budget</u>
<b>Beg. Fund Balance</b>	<b>\$ 3,154,446</b>	Fireworks Donation	\$ 5,000
Room Tax	\$ 3,659,082		
Interest	\$ 5,000	<b>Recreation Capital Projects</b>	
<b>Total Resources:</b>	<b>\$ 6,818,528</b>	Angel Park	\$ 150,000
		Parking Lot Maintenance	\$ 50,000
		Weed Abatement	\$ 40,000
<u><b>Expenditures:</b></u>		<b>Transfers Out</b>	
ECVA Operating Fund	\$ 620,737	General Fund	\$ -
ECVA Marketing Fund	\$ 457,385	Youth Recreation Fund	\$ 270,000
ECVA Facilities Fund	\$ 198,155	Golf Course Fund	\$ -
Elko Co Rec Board	\$ 163,352	Debt Service Fund	\$ 610,312
State Tourism	\$ 98,011	Airport Fund	\$ 324,571
Western Folklife	\$ 65,341		<b>\$ 1,449,883</b>
Elko County Fair Board	\$ 130,681		
		<b>Ending Fund Balance</b>	<b>\$ 3,634,982</b>
<b>Total Distributions</b>	<b>\$ 1,733,662</b>	<b>Total Uses</b>	<b>\$ 6,818,528</b>

## 2022 Budget Assumption

Revenue 16% below 2019 levels

# Capital Equipment Replacement Fund



## Revenues

<b><u>Beginning Fund Balance</u></b>	1,064,681
Sales Tax	390,538
Property Tax (.08 rate)	476,280
Interest	5,000
Lease Financing Proceeds	366,866
Dispatch Revenues	15,000
Transfer from General	1,860,257
<b>Total Resources</b>	<b>\$ 4,178,622</b>

## Expenditures - Lease Payments

Building	7,381
Police - interceptor	16,024
Police - interceptor	16,024
Police - interceptor	16,024
Police - interceptor	13,500
Police - interceptor	13,500
Police - interceptor	13,500
Tahoe	8,500
Tahoe - Canine Unit	5,100
F250 - Animal Control	5,400
Interceptor (SRO)	8,100
Community Development F150	4,179
<b>Total Lease Payments</b>	<b>\$ 127,231</b>

## Expenditures - Equipment

IT - Phone System & Phones	52,000
IT - Misc City-Wide Hardware	48,000
IT - Non-Capital Equip Replacement	20,000
HR - Performance Tracking Software	8,640
Police - SWAT Vests	51,150
Police - Tasers	12,000
Police - Laser Imaging Device	19,000
Police - ID card Printer	7,000
Police - Bomb Squad equip - disruption device	10,000
Police - Breaching equip	10,000
Police - Sprinter Van	50,000
Police - 3 Interceptor Patrol Cars	202,054
Police - Tahoe Unmarked Vehicle	42,325
Police - Tahoe Canine Unit	42,325
Police - F250 Animal Control	44,580
Police - SRO Interceptor	67,351
Fire - Phase II Repeater	156,704
Fire - Volunteer Ladder Truck	1,500,000
Streets - 1/2 Ton Pickup	30,000
Streets - 1 ton truck w/dump bed	55,000
Streets - 5 yrd dump truck w/plow and v-box	170,000
Streets - Crack Sealer	60,000
Streets - Backhoe	100,000
Streets - Motor grader	250,000
Fleet - A/C Reclaim Machine	13,500
Facilities - Grid Smart Detection	55,000
Community Development - F150	17,230
Cemetery - Zturn Mower	12,000
Parks - SandPro 3040	22,000
Swimming Pool - Pool Cover	55,000
Swimming Pool - 2 Chlorine Regeneration Cells	18,000
<b>Total Equipment</b>	<b>\$ 3,200,860</b>
<b>Total Expenditures (lease &amp; purchase)</b>	<b>\$ 3,328,090</b>
<b>Ending Fund Balance</b>	<b>\$ 850,532</b>

# Youth Recreation Fund



## Resources:

Beg. Fund Balance	\$ 36,222
Tournament Fees	\$ 5,000
Players Fees	\$ 46,200
Snowbowl	\$ 22,000
Special Events Revenue	\$ 10,000
Concession Revenue	\$ 10,000
Other Income	\$ 12,400
Interest	\$ 200
Transfer in Recreation	\$ 270,000

**Total Resources: \$ 412,022**

## Expenditures:

Salaries	\$ 176,633
Benefits	\$ 74,899
Players Fees	\$ 46,200
Services/Supplies	\$ 101,600
Ending Fund Balance	\$ 12,690

**Total Uses \$ 412,022**

# Municipal Court Fund



## Resources:

**Beg. Fund Balance**      \$    **76,290**

Admin Assessments      \$      4,000

**Total Resources:**      \$    80,290

## Expenditures:

Reserved Court Capital      \$    80,290

**Ending Fund Balance**      \$      -

**Total Uses**      \$    80,290

# Revenue Stabilization Fund



## Revenue:

Transfer from General Fund	\$	237,521
Interest	\$	11,000
Beginning Fund Balance	\$	1,826,201

<b>Total Resources:</b>	<b>\$</b>	<b>2,074,722</b>
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## Expenditures:

Transfer to General Fund	\$	-
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<b>Ending Fund Balance</b>	<b>\$</b>	<b>2,074,722</b>
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# Redevelopment Agency Fund



## Revenues:

<b>Beginning Fund Balance</b>	<b>\$ 966,505</b>
Property Tax Revenues	\$ 335,980
Interest Revenues	\$ 1,500

**Total Resources:** \$ 1,303,985

## Expenditures:

Legal Expense	\$ 20,000
Revolving Loan Fund	\$ 1,000
Public Impvmnts – Other	\$ 1,232,985
Storefront Program	\$ 50,000

**Ending Fund Balance** \$ -  
**Total Uses:** \$ 1,303,985

# Capital Construction Fund



## Revenue:

Property Tax - Streets (.1552)	\$ 923,983
Franchise Fees	\$ 317,443
Interest Income	\$ 4,000

Beginning Fund Balance	\$ 237,067
<b>Total Resources:</b>	<b><u>\$1,482,493</u></b>

## Expenditures:

Spruce Road Project - Phase I	\$ 350,000
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Ending Fund Balance	\$ 1,132,493
<b>Total Uses</b>	<b><u>\$ 1,482,493</u></b>

# Ad Valorem Fund



## Revenue:

Ad Valorem Taxes	\$ 362,185
Interest Income	\$ 5,000

Beginning Fund Balance	<u>\$ 1,875,447</u>
Total Resources:	\$ 2,242,632

## Expenditures:

Capital Projects - TBD	\$ 2,242,632
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Ending Fund Balance	<u>\$ -</u>
Total Uses	\$ 2,242,632



# Public Improvement Fund



## Revenue:

<b>Beginning Fund Balance</b>	<b>\$ 16,375</b>
Interest Income	\$ 75

<b>Total Resources:</b>	<b>\$ 16,450</b>
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## Expenditures:

Reserved - Improvements	\$ 16,375
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<b>Ending Fund Balance</b>	<b>\$ -</b>
<b>Total Uses</b>	<b>\$ 16,375</b>

# Facility Reserve Fund



## Revenues:

Beginning Fund Balance	\$ 514,160
Interest Income	\$ 1,000
Transfer from General Fund	\$ 1,860,257

**Total Resources:** \$ 2,375,417

## Expenditures:

Fire Station Remodel	\$ 200,000
Fire Station Design	\$ 500,000

**Ending Fund Balance** \$ 1,675,417

**Total Uses** \$ 2,375,417

# Debt Service Fund



## Resources:

<b>Beg. Fund Balance</b>	<b>\$ 981,698</b>
RTC Revenues	\$ 700,000
Property Taxes (0.07)	\$ 416,745
Interest	\$ 4,000
	<b>\$ 2,102,443</b>

## **Transfers In:**

Recreation Fund	<u>\$ 610,312</u>
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**Total Resources: \$ 2,712,755**

## Expenditures:

### **2010 Street Bonds: 2031**

Principal	\$ 520,000
Fiscal Agent Charges	\$ 1,000
Interest	<u>\$ 222,556</u>

**Total Street Bonds: \$ 743,556**

### **Recreation Facilities Bond: 2035**

Principal	\$ 420,000
Fiscal Agent Charges	\$ 500
Interest	<u>\$ 190,312</u>

**Total Recreation Facilities: \$ 610,812**

### **PD Building Bond: 2025**

Principal	\$ 310,000
Interest	<u>\$ 25,313</u>

**Total PD Bond: \$ 335,313**

Reserve for 2010 Bond \$ 277,734

Reserve for Public Safety Bond \$ 372,828

**Ending Fund Balance \$ 372,512**

**Total Uses \$ 2,712,755**



# Community Service Donation Requests

<u>Community Service Requests:</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>
Sr Citizens	10,000	10,000	10,000	10,000	10,000
Vitality Center	7,500	7,500	7,500	7,500	7,500
Vitality Center Grant					25,000
FISH	10,000	20,000	40,000	20,000	20,000
Nevada Rural Co - RSVP	7,511	7,511	7,511	7,511	7,511
Elko Area Transit	15,000	15,000	20,000	20,000	20,000
Family Resource Center	5,000	7,500			
Elko Chamber of Commerce		5,000			
Firefighters Challenge		2,500	4,000		
Nevada Outdoor Schools			5,000	5,000	5,000
Elko High School Homecoming Committee			1,000	1,000	1,000
Boys and Girls Club of Elko (COVID-19)				32,685	
Elko County School District SRO	50,000				
Elko County Motocross Park					5,000
Nevada Health Centers				25,000	25,000
	<b>\$ 105,011</b>	<b>\$ 75,011</b>	<b>\$ 95,011</b>	<b>\$ 128,696</b>	<b>\$ 126,011</b>

# FY 2022 – Council Decisions



## **Property Tax Rate Increase**

- Rate available: .1777

## **Additional General Fund Positions**

- Police Department
  - 1 – Detective
- Administration
  - .5 – Human Resources (from part-time position to full-time position)

## **Ground Emergency Medical Transport (GEMT) Revenue – How to classify revenue**

- General Fund Revenue – not reserved
- Reserve for EMT Services/Equipment/Supplies

## **COLA Increases**

- CPI: January 2021 – 1.7%
- Current year PERS increase to employees - .75% for Police/Fire and .25% for regular
- No COLA's given in FY 2021 except for non-supervisory Police bargaining unit

## **Consider another Shop Local Campaign**

- \$50,000 investment

## **Design of Additional Fire Station**

- \$500,000 design in FY2022

## **Capital Equipment Priorities**

# CITY OF ELKO TITLE VI COMPLIANCE PLAN



# Requirement

- ▶ Title VI of the Civil Rights Act of 1964 states that “no person in the United States shall be excluded from participation, denied the benefits of, or be subjected to discrimination in any Federally-funded program, policy or activity on the basis of race, color or national origin.” Sub-recipients of financial assistance from the United States Department of Transportation (USDOT) must submit an annual Title VI certification and assurance as part of their Annual Certifications and Assurances submission to NDOT in accordance with 23 CFR § 200.9 (a).

# City of Elko Policy Statements

- ▶ The City and its employees, lessees, tenants, concessionaires, and contractors will not deny public services, employment and program opportunities to any person due to race, color, national origin, age, sex, income status or disability. Further, the City will take reasonable steps to provide meaningful access to services for persons with limited English proficiency.
- ▶ The City does not discriminate on the basis of disability in admission to, access to, treatment of, or employment in its programs and activities. This notice is provided as required by the Rehabilitation Act of 1973, Section 504, and Title II of the Americans with Disabilities (ADA) Act of 1990.



# Objective of the Plan

- ▶ To ensure that all persons, regardless of race, color, national origin, age, sex, income status or disability receive the benefits of City programs, services and activities.
- ▶ To ensure the City, as a sub-recipient of Federal financial assistance from USDOT received by NDOT, complies with Title VI and to assign responsibilities for ensuring compliance.
- ▶ To promote full and fair participatory decision-making.
- ▶ To ensure that limited English proficient (LEP) individuals are provided meaningful access to City programs, services and activities.
- ▶ To establish clear procedures for filing, investigating, and successfully resolving complaints on a timely basis

# Data Collection

- ▶ Regularly utilizing a Title VI survey card to capture the information of those participating in public hearings, public meetings, neighborhood meetings, and advisory committee meetings.
- ▶ Making survey cards available in all City buildings, to include City Hall, the City of Elko Police Department, the City of Elko Fire Department, the City of Elko Building Department, the City of Elko Planning, Engineering and Community Development Department.
- ▶ Collecting the survey cards monthly and entering the statistical information into a data base maintained by the Title VI Coordinator.

# Complaint Procedure

- ▶ Title VI Complaints must be investigated within sixty (60) days. All Title VI Complaints will be forwarded to Nevada Department of Transportation, the Federal Highway Administration, and/or the USDOT intermodal agency. If the complaint is forwarded to one of these agencies, the complainant will be provided the name and contact information of the employee handling the complaint.
- ▶ The complaint form will be provided via the City of Elko website or by requesting a complaint form from the City Clerk.

# Compliance Procedures

- ▶ City department heads are responsible for overseeing Title VI compliance within their departments, to include taking measures to ensure Title VI compliance in contracts, deeds, leases, commercially useful functions (CUF), and grants. All City contracts, deeds and leases involving Federal funding, to include contracts, deeds and leases involving NDOT, will include the non-discrimination assurances required by Title VI.

# Limited English Proficiency (LEP)

- ▶ “Limited English Proficiency (LEP)” persons refers to persons for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. It includes people who reported to the U.S. Census that they speak English less than very well, not well, or not at all.
- ▶ It is the policy of the City to take reasonable steps to provide LEP individuals with meaningful access to all programs, services, and activities. The City will take reasonable steps to effectively inform the public of the availability of programs, services, and activities in languages other than English, as appropriate.

# Language Assistance Plan

- ▶ The following language assistance measures are reasonable and achievable for the City of Elko:
- ▶ Providing translation and interpretive services at public meetings (upon request or as determined by City staff to be necessary or supportive of expected LEP persons);
- ▶ Utilizing the Central Dispatch's contract(s) with certified translators for emergency police and/or fire situations;
- ▶ Training City staff on the use of Google Translate or similar software to assist LEP persons; and
- ▶ Maintaining records of City staff who are fluent or possess skills in any language other than English.

# Employee Training

Employees and others should receive Title VI training on an annual basis. A Title VI training course should include the following training elements:

- ▶ Title VI and its key elements;
- ▶ City obligations and compliance measures; and
- ▶ Complaint procedures.
- ▶ City of Elko employees will receive training in a format approved by NDOT.





**THE CITY OF ELKO**  
**TITLE VI COMPLIANCE**  
**PLAN**



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## 1. JURISDICTION AND AUTHORITIES

### NONDISCRIMINATION STATUTES

- Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq);
- Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 USC 324);
- Age Discrimination Act of 1975;
- Section 504 of the Rehabilitation Act of 1973;
- Americans With Disabilities Act of 1990;
- Civil Rights Restoration Act of 1987;
- 49 CFR Part 21;
- 23 CFR Part 200;
- USDOT Order 1050.2;
- Executive Order #12898 (Environmental Justice);
- Executive Order #13166 (Limited-English-Proficiency);
- The Americans with Disabilities Act (42 USC 126);
- Title II of the Americans with Disabilities Act Implementing Regulation (28 CFR 35);
- Section 504 of the Rehabilitation Act of 1973 (29 USC 794, et seq);
- Section 504 of the Rehabilitation Act of 1973 Implementing Regulation 49 CFR 27;
- Americans with Disabilities Act Accessibility Guidelines (ADAAG);
- Public Rights-of-Way (PROWAG) Notice of Proposed Rule Making, July 26, 2011;
- Uniform Federal Accessibility Standards (UFAS);
- Title VII of the Civil Rights Act of 1964, as amended (<http://www.eeoc.gov/laws/statutes/titlevii.cfm>);
- The Age Discrimination in Employment Act of 1967, as amended (<http://www.eeoc.gov/laws/statutes/adea.cfm>);
- The Equal Pay Act of 1963 (<http://www.eeoc.gov/laws/statutes/epa.cfm>);
- Sections 501 and 505 of the Rehabilitation Act of 1973, as amended (<http://www.eeoc.gov/laws/statutes/rehab.cfm>);
- The Genetic Information Nondiscrimination Act of 2008 (<http://www.eeoc.gov/laws/statutes/gina.cfm>);
- The Civil Rights Act of 1991 (<http://www.eeoc.gov/laws/statutes/cra-1991.cfm>);
- Title 29, Code of Federal Regulations, Part 1614 (<http://www.eeoc.gov/federal/directives/1614-final.cfm>);
- No Fear Act (<https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/no-fear-act>); and,
- 23 CFR 230, Subpart C.



## 2. INTRODUCTION

The Nevada Department of Transportation (NDOT) is required to comply with various nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq. (Title VI), which provides: “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under this title or carried out under this title.” Section 162a of the Federal-Aid Highway Act of 1973 (section 324, title 23 U.S.C.) requires that there be no discrimination on the ground of sex. Moreover, NDOT’s Policy Statement provides that in compliance with Title VI and other nondiscrimination authorities, NDOT must assure through its policies and procedures, that no person shall on the grounds of race, color, national origin, age, sex, income status or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any NDOT or NDOT sponsored program or activity.

Pursuant to Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) regulations, NDOT must update its Title VI Program Plan occasionally. This Title VI Compliance Plan (sometimes referred to herein as the “Plan”) is designed to aid the NDOT External Civil Rights Division in its ability to provide oversight and ensure that there is compliance with Title VI and other nondiscrimination authorities throughout NDOT by sub-recipients of financial assistance from the United States Department of Transportation (USDOT), to include the City of Elko (hereinafter the “City”).

This document will be updated annually to reflect changes in law, administration, regulations, and/or policy, and is intended to provide guidance to City personnel, contractors, lessees and others, and is not intended to, does not, and may not be relied upon to create any legally enforceable right or benefit or to establish a standard of care for purposes of civil liability.

For individuals with disabilities, this document may be made available upon request in alternate formats. In addition, a translation of this plan into alternate languages may be made available upon request. To obtain a copy in one of these alternate formats or for questions or concerns, please contact us at:

Para personas con discapacidades, este documento puede estar disponible a pedido en formatos alternativos. Además, una traducción de este plan a idiomas alternativos puede estar disponible a pedido. Para obtener una copia en uno de estos formatos alternativos o para preguntas o inquietudes, contáctenos en:

City of Elko  
Title VI Coordinator  
1751 College Avenue  
Elko, NV 89801  
775-777-7126



## 2.1 COMMUNITY DEMOGRAPHICS

Elko is locally referred to as the “Heart of Northeast Nevada” and sits along the California National Historic Trail. It was first settled in 1868 by crews working on the Central Pacific Railroad (the portion of the First Transcontinental Railroad built from California to Utah). When the railroad crews moved on, Elko remained, serving as a center for ranching, mining, rail freight, and general supplies. Elko's economy is based heavily on gold mining and the City is considered the capital of Nevada's “gold belt.” Nevada produces more gold than all but four countries, and most of the gold from Nevada is mined near Elko. This has caused the City and surrounding areas to have a boom and bust economy consistent with the rises and declines in the price of gold.

## 2.2 AREA ECONOMY

In 2019, the unemployment rate in the catchment area averaged 2.9 percent. For the same year, the national unemployment rate averaged 3.7 percent. The top five industries for employment in Elko County are shown in the table below:

Industry	Employment
Accommodation and Food Services	5,800
State and Local Government	3,430
Mining	2,900
Retail Trade	2,870
Construction	2,120

Source: Elko Master Plan, 2017

The average per capita personal income (averaged between 2014 - 2018) for the Catchment Area was estimated to be \$31,588, lower than the national average of \$32,621. The estimated average median household income for the Catchment Area is \$76,357, while the national average was \$60,293, and Nevada's was \$57,598.

U.S. Census Bureau, <https://www.census.gov/quickfacts/landercountynevada#qf-flag-Z>, Accessed August 2020.

The objectives of the City's Title VI Plan are:

- To ensure that all persons, regardless of race, color, national origin, age, sex, income status or disability receive the benefits of City programs, services and activities.
- To ensure the City, as a sub-recipient of Federal financial assistance from USDOT received by NDOT, complies with Title VI and to assign responsibilities for ensuring compliance.
- To promote full and fair participatory decision-making.



- To ensure that limited English proficient (LEP) individuals are provided meaningful access to City programs, services and activities.
- To establish clear procedures for filing, investigating, and successfully resolving complaints on a timely basis.

The Title VI Coordinator is responsible for the overall Title VI Plan implementation. The Title VI Coordinator is appointed by the City Council and reports directly to the City Council. Staff in other program areas may assist the Coordinator with program implementation and resolution of Title VI issues.

### 2.3 ORGANIZATIONAL STRUCTURE



## 3.0 GENERAL REPORTING REQUIREMENTS

### 3.1 ANNUAL TITLE VI CERTIFICATION AND ASSURANCE

**REQUIREMENT:** Title VI of the Civil Rights Act of 1964 states that “no person in the United States shall be excluded from participation, denied the benefits of, or be subjected to discrimination in any Federally-funded program, policy or activity on the basis of race, color or national origin.” Sub-recipients of financial assistance from the United States Department of Transportation (USDOT) must submit an annual Title VI certification and assurance as part of their Annual Certifications and Assurances submission to NDOT in accordance with 23 CFR § 200.9 (a). Attachment A

### 3.2 TITLE VI PROGRAM PLAN

**REQUIREMENT:** All sub-recipients must document their compliance with USDOT's Title VI regulations by submitting a Title VI Program Plan to NDOT annually. The Title VI Program Plan must be approved by the Elko City Council prior to submission.

#### 3.2.1 CITY OF ELKO POLICY STATEMENT

**REQUIREMENT:** All sub-recipients must include a Title VI policy statement as part of their Title VI Plan. The City's policy statement is as follows:

The City and its employees, lessees, tenants, concessionaires, and contractors will not deny public services, employment and program opportunities to any person due to race, color, national origin, age, sex, income status or disability. Further, the City will take reasonable steps to provide meaningful access to services for persons with limited English proficiency. Attachment D

#### ADA/SECTION 504 NONDISCRIMINATION POLICY

The City does not discriminate on the basis of disability in admission to, access to, treatment of, or employment in its programs and activities. This notice is provided as required by the Rehabilitation Act of 1973, Section 504, and Title II of the Americans with Disabilities (ADA) Act of 1990. Attachment D

#### 3.2.2 ORGANIZATION AND STAFFING

**REQUIREMENT:** All sub-recipients must include a description of their staffing and reporting structure, and an organizational chart as part of their Title VI Plan.

**City Council** – The City Council establishes the vision, strategic plan, policies, and goals for the City. As the legislative body, the City Council is responsible for establishing the ordinances, policies, and guidelines under which the City operates and approving how the City's funds will be expended.

**City Manager** – The City Manager reports to the City Council and has primary responsibility for providing leadership and policy guidance to department heads and ensuring that vision, strategic plan and goals of the City Council are implemented and met. The City Manager performs the professional and administrative processes necessary to achieve the efficient and economic operation of the City, ensures the financial security of tax dollars by monitoring the overall fiscal activity of the City, and assists elected officials in establishing policy and long-term goals. The City Council sets policy for the City and the City Manager is charged with implementation. The Mayor acts as signing authority for resolutions and contracts.





**The Title VI Coordinator** – The Title VI Coordinator is responsible for overall Title VI Plan implementation. The Title VI Coordinator is appointed by the City Council and reports directly to the City Council. Staff in other program areas may assist the Title VI Coordinator with program implementation and resolution of Title VI issues. The City Council has appointed the City Clerk as the Title VI Coordinator. The Title VI Coordinator will also serve as the Limited English Proficiency (LEP) Coordinator for the City.

The City Clerk will ensure that all required Title VI documents are included in bid and contract documents to the extent required by law. The City Clerk will also ensure that bidding and advertising procedures are aligned and in compliance with Title VI to the extent required by law.

The Title VI Coordinator is responsible for:

- Submitting a Title VI plan and annual reports on the City's behalf;
- Coordinating and ensuring training of City employees;
- Developing procedures for the prompt processing and disposition of complaints;
- Examining complaints, compiling a complaint log, and reporting to NDOT;
- Developing procedures for the collection and analysis of statistical data;
- Developing a program to conduct Title VI reviews of program areas;
- Conducting annual Title VI assessments of pertinent program areas;
- Developing Title VI information for public dissemination, where appropriate, in languages other than English; and
- Establishing procedures for resolving deficiency status and reducing to writing the remedial action determined to be necessary.

**Department Directors and Supervisors** –Directors and Supervisors in each department are responsible for familiarizing themselves with the requirements of Title VI, E.O.12898, and E.O. 13166, and for complying with the requirements of the City's Title VI Program. They are responsible for promptly reporting issues or complaints concerning Title VI and related statutes to the Title VI Coordinator and for assisting the Title VI Coordinator in his/her efforts to implement all requirements, internally and externally. They are also responsible for coordinating with the Title VI Coordinator on any proposed changes to operating procedures, instructional memoranda, policies and manuals that relate to Title VI.

The City Clerk reports directly to the City Council and regularly communicates with the City Manager and Department Directors.

### **3.2.3 PROGRAM AREA REVIEWS**

**REQUIREMENT:** All sub-recipients must include a description of their review/oversight processes as part of their Title VI Plans.

The following table outlines what departments, programs, services, and activities that may be monitored for Title VI compliance.



CITY OF ELKO PROGRAMS, SERVICES AND ACTIVITIES		
Administration – Includes City Manager, Assistant City Manager and Assistants	Community Development- Subdivision planning and building, & map review	City Landfill
Finance Department	Engineering Department	City Public Works and Street Department
Municipal Airport	Facilities and Maintenance- maintain City buildings and property	City Planning Department
Building Department – Inspections and Permitting	Fire Department	City of Elko Police Department
Clerk’s Office	City Water and Sewer Department	City Water and Sewer Department
City Water Reclamation and Sewer Plant – Includes the City Lab		

### 3.2.4 SPECIAL EMPHASIS PROGRAM AREAS

**REQUIREMENT:** All sub-recipients must include a statement in their Title VI Plan that all Special Emphasis Program Areas are designated by the USDOT Intermodal Agency.

### 3.2.5 CONTRACTOR, CONSULTANT, AND VENDOR REVIEWS

**REQUIREMENT:** All sub-recipients must include a process to review Title VI compliance by their contractors, consultants, or vendors as part of their Title VI Plan.

The City is prohibited from discriminating against individuals within prescribed classes. When Title VI requirements apply, such as when the City receives Federal financial assistance directly or through another agency, the City further is required to pass on this obligation to tenants, contractors and many other entities doing business with the City. Contracts, agreements, leases that currently contain some prohibition on discrimination based on a protected class but do not currently contain the provisions required by USDOT must be revised so that, moving forward, all City contracts, agreements, and leases involving NDOT





and/or receiving USDOT financial assistance that are subject to Title VI, will contain required non-discrimination provisions and assurances. Examples are shown in Attachment B (Appendix A and Appendix B.) All deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein, to the extent they are subject to USDOT and NDOT Title VI requirements, will follow the provisions of assurances as shown in Attachment B (Appendix C, Appendix D & Appendix E). Notwithstanding the foregoing, contracts, leases, deeds and other documents pertaining to property located at the Elko Regional Airport will be subject to the Title VI requirements applicable to recipients of financial assistance from the Federal Aviation Administration.

### **3.2.6 DATA COLLECTION**

**REQUIREMENT:** Federally assisted recipients, including sub-recipients, are required to collect and maintain statistical data by race, color, religion, ethnicity, national origin, and sex of affected communities, and participants and beneficiaries of federal aid. (49 CFR 21.9 and 23 CFR 200.9). Specifically, 49 CFR 21.9(b) requires the City, as a sub-recipient of Federal financial assistance from USDOT, to submit such compliance reports to NDOT as may be necessary to enable NDOT to have available for the Secretary of Transportation racial and ethnic data showing the extent to which members of minority groups are beneficiaries of programs receiving Federal financial assistance. 23 CFR 200.9(b) further requires NDOT to collect statistical data (race, color, religion, sex, and national origin) from the City as a beneficiary of NDOT highway programs.

The City will utilize public involvement methods and techniques for assessing and gathering information on levels of participation by affected and project area populations, to include:

- Regularly utilizing a Title VI survey card to capture the information of those participating in public hearings, public meetings, neighborhood meetings, and advisory committee meetings.
- Making survey cards available in all City buildings, to include City Hall, the City of Elko Police Department, the City of Elko Fire Department, the City of Elko Building Department, the City of Elko Planning, Engineering and Community Development Department.
- Collecting the survey cards monthly and entering the statistical information into a data base maintained by the Title VI Coordinator. Attachment C

### **3.2.7 TRAINING**

**REQUIREMENT:** 23 CFR 200.9 (b) (9) requires that NDOT'S Title VI designee shall be responsible for conducting training programs on Title VI and related statutes for State



program and civil rights officials. NDOT provides training in Title VI and related programs annually in compliance with this Federal regulation.

NDOT requires all sub-recipients to have an approved Title VI Staff Awareness training program in place and given annually. The training must cover Title VI regulations, Title VI elements, and Title VI authorities.

Employees, tenants and other individuals who are subject to Title VI should receive Title VI training on an annual basis. The training will be provided in-house and using instructional materials approved by NDOT.

A Title VI training program will include the following training elements:

- Title VI and its key elements;
- City obligation and compliance measures; and,
- Complaint procedures.

Tracking of Title VI training will be completed by the City Human Resources Department and monitored by the Title VI Coordinator at least annually.

### **3.2.8 COMPLAINT PROCEDURES**

**REQUIREMENT:** Recipients and sub-recipients of Federal financial assistance must develop procedures for investigating and tracking Title VI complaints filed against them and, further, must make their procedures for filing a complaint available to members of the public upon request. Recipients and sub-recipients must also develop a Title VI Complaint form, and the form and procedure for filing a complaint must be available on the recipient's or sub-recipient's website.

Although Title VI prevents discrimination on the grounds of race, color, or national origin, because NDOT is subject to additional Federal nondiscrimination statutes and regulations, the City will process non-Title VI discrimination complaints in the same manner as Title VI complaints. Accordingly, any person who, on the grounds of race, color, national origin, age, sex, income status or disability, believes that he or she has been excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity for with the City receives financial assistance from USDOT or NDOT, by the City or its lessees, tenants, concessionaires or contractors, should report the complaint by completing and submitting a Title VI Complaint form. Title VI complaint forms will be available at Elko City Hall, located at 1751 College Avenue, Elko, NV 89801. An explanation of the complaint process and the complaint form will also be available on the City website at <https://www.elkocity.com/index.php>. A sample complaint is included in Attachment F.

The Title VI Complaint form should be submitted to the City of Elko Title VI Coordinator at 1751 College Avenue, Elko, NV, 89801, or emailed to: [cityclerk@elkocitynv.gov](mailto:cityclerk@elkocitynv.gov).



All Title VI Complaints are forwarded to NDOT or to FHWA for investigation within seven (7) days of receipt. The physical and email addresses of the City of Elko Title VI Coordinator, NDOT Civil Rights Officer and FHWA are as follows:

Title VI Coordinator	Civil Rights Officer	US Department of Transportation
City of Elko Clerk	NDOT	Federal Highway Administration
1751 College Ave	123 E. Washington Ave. Bldg G	705 N Plaza St. Ste 220
Elko, NV 89801	Las Vegas, NV 89101	Carson City, NV 89701
775-777-7126	(P)702-730-3301/(F)	702-486-0487(P)775-687-1204
<a href="mailto:cityclerk@elkocitynv.gov">cityclerk@elkocitynv.gov</a>	<a href="mailto:iboyster@dot.nv.gov">iboyster@dot.nv.gov</a>	<a href="mailto:nevada.fhwa@fhwa.dot.gov">nevada.fhwa@fhwa.dot.gov</a>

Allegations of discrimination based on disability may also be filed directly with the U.S. Department of Justice at:

U.S. Department of Justice  
950 Pennsylvania Avenue, N.W.  
Civil Rights Division, Disability Rights Section  
Washington, DC 20530

Investigating a Title VI Complaint includes interviewing all parties involved and key witnesses. The investigator may also request relevant information such as books, records, electronic information, and other sources of information from all involved parties. An investigator may specify if there is a particular individual or individuals that he or she should not investigate due to a conflict of interest or other reasons, in which case the City will appoint an alternate investigator.

Federal law prohibits retaliation against individuals because they have filed a discrimination complaint or otherwise participated in a discrimination investigation. Any alleged retaliation should be reported in writing to the investigator.

### **3.2.9 DISSEMINATION OF TITLE VI INFORMATION AND PUBLIC NOTICE**

**REQUIREMENT:** Primary recipients must assist their sub-recipients in complying with USDOT's Title VI regulations, including public posting requirements.

- Licensing, bonding, prequalification, and bidding activities are subject to Title VI nondiscrimination requirements if they involve USDOT and NDOT funding.

Information on the City's Title VI program will be disseminated on the City of Elko website <https://elkocity.com/>; in the lobby of any City of Elko buildings open to the public; to City employees, contractors, and lessees, and to the public as required by federal and state laws/regulations. Information regarding the Title VI program will be available in other languages as appropriate.



### 3.2.10 ENVIRONMENTAL JUSTICE (EJ)

**REQUIREMENT:** All sub-recipients must describe the process by which environmental justice requirements are met as part of their Title VI Plan.

In 1994, Executive Order (EO) 12898 (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations) was issued. EO 12898 emphasizes a Federal agency's responsibility to make environmental justice a goal by identifying and addressing the effects of programs, policies and activities on minority and low-income populations. This may be accomplished by involving the public in developing transportation projects that fit within their communities without sacrificing equity, environmental justice, and safety. The City promotes environmental justice through ongoing outreach and event organization.

Environmental justice requires the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. Fair treatment means (1) that all persons share in the benefits of our investments; and, (2) that no person (including racial, ethnic, or low income groups) should bear a disproportionate share of the negative consequences resulting from the execution of Federal, State, and local programs and policies.

Based on the guidance of the USDOT Order on Environmental Justice, as cited in “An Overview of Transportation and Environmental Justice,” there are three fundamental principles of environmental justice, as follows:

- To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects on minority populations and low-income populations;
- to ensure the full and fair participation by all potentially affected communities in the transportation decision-making process; and,
- To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.

In accordance with Executive Order 12898 on environmental justice and the related US DOT and FHWA Orders, NDOT advances the principles of environmental justice in all programs, services and activities through a public involvement program and by screening programs and projects to identify, avoid, minimize or mitigate disproportionately high and adverse impacts. City staff members and directors shall assist with those public involvement activities.

Aspects of the City planning process require the City to identify planning assumptions under federal law, including the most recently published U.S. Census Bureau data. This may apply to the development of plans and programs.



The City considers environmental justice in all phases of planning, programs, projects, activities, and functions involving NDOT and USDOT.

### **3.2.11 PUBLIC PARTICIPATION**

**REQUIREMENT:** All sub-recipients must include a Public Participation Plan as part of their Title VI Plan. Federally assisted recipients must also provide information to the public regarding their Title VI obligations and apprise members of the public of the protections against discrimination afforded to them by Title VI. At a minimum, the City will disseminate this information to the public via its website and in public areas of City offices. Furthermore, notices will detail the City's Title VI obligations in languages other than English, as needed and consistent with USDOT limited English proficiency (LEP) Guidance.

In addition to language access measures, other major components of the Public Participation Plan include public participation design factors; a range of public participation methods to provide information, to invite participation and/or to seek input; examples to demonstrate how population-appropriate outreach methods can be and were identified and utilized; and performance measures and objectives to ensure accountability and a means for improving over time. Notice to the public of their Title VI rights is included in Attachment B.

The public outreach strategies employed by the City are often determined by the circumstances unique to individual projects and typically include a mix of public hearings, stakeholder meetings and/or constituent meetings. Information is distributed via the City of Elko website or project specific social media websites, surveys, newsletters, advertising, media outreach, community events, and targeted presentations. Documentation can be translated into languages other than English as needed using google translate or other similar tools. The City's commitment to public participation is based firmly on the belief that public involvement fosters an open decision-making process that elicits active participation from affected individuals, groups, communities, and other public agencies. To request additional information on the City obligations under Title VI, or to make a Title VI Complaint, a person should contact:

**City of Elko Title VI Coordinator**  
**Kelly Wooldridge, City Clerk**  
**1751 College Ave**  
**Elko, NV 89801**  
**775-777-7126**  
**Email: [cityclerk@elkocitynv.gov](mailto:cityclerk@elkocitynv.gov)**

### **3.2.12 REVIEW OF DIRECTIVES**

**REQUIREMENTS:** All sub-recipients must include a process to review internal directives, policies, and procedures for potential Title VI impacts as part of their Title VI Plan.





The City is precluded from discriminating in its employment practices on the basis of race, creed, color, national origin or sex. This prohibition arises from multiple sources, including Title VI, 49 U.S.C. § 47123 and 49 C.F.R. Part 21. The City of Elko's Human Resource Policy Manual ("HR Manual") was reviewed to determine whether it included the appropriate proscription on discrimination in employment and procedural mechanisms to address allegations of discrimination. The HR Manual explicitly addresses the subject of discrimination and includes the following statement of policy:

The City does not sanction or tolerate discrimination in any form on the basis of race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, or membership in the Nevada National Guard. HR Manual § 2.1.1

### **3.2.12 COMPLIANCE AND ENFORCEMENT PROCEDURES**

**REQUIREMENTS:** All sub-recipients must include compliance and enforcement procedures as part of their Title VI Plans.

City department heads are responsible for overseeing Title VI compliance within their departments, to include taking measures to ensure Title VI compliance in contracts, deeds, leases, commercially useful functions (CUF), and grants. All City contracts, deeds and leases involving Federal funding, to include contracts, deeds and leases involving NDOT, will include the non-discrimination assurances required by Title VI.

## **4. FOUR-FACTOR ANALYSIS**

A four-factor analysis was conducted pursuant to Department of Justice and USDOT policy guidance to determine the specific language services that should be provided, and to whom, to enable the City to conduct language assistance planning and to determine if the City's communication with LEP persons is effective. The following section summarizes the results of the four-factor analysis.

### **4.1 LIMITED ENGLISH PROFICIENCY (LEP) AND LANGUAGE ASSISTANCE PLAN (LAP)**

"Limited English Proficiency (LEP)" persons refers to persons for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. It includes people who reported to the U.S. Census that they speak English less than very well, not well, or not at all. The Federal government has determined that the statutory prohibition on discrimination based on national origin requires that Federal agencies and grant recipients provide reasonable language assistance for LEP persons so that such persons may meaningfully access federal and federally-assisted programs and activities. Relevant guidance is provided in (i) Presidential Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (2000); (ii) Department of Justice *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin*



*Discrimination Affecting Limited English Proficient Persons* (2002); and, (iii) and USDOT *Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons* (2005).

It is the policy of the City to take reasonable steps to provide LEP individuals with meaningful access to all programs, services, and activities. The City will take reasonable steps to effectively inform the public of the availability of programs, services, and activities in languages other than English, as appropriate.

Following federal guidance, consisting of a four factor analysis, has been completed to understand language needs and to allocate resources appropriately.

#### **4.1.1 NUMBER OF LEP PERSONS IN THE CITY OF ELKO**

The number of LEP persons in the Catchment Area was estimated through the use of the U.S. Census Bureau's American Community Survey database catchment area, as summarized above. Combined, the five counties within the Catchment Area (Elko, Eureka, Lander, Humboldt and White Pine Counties) have a population of approximately 75,491 persons. Of these, approximately 83.9 percent speak only English and 16.1 percent speak a language other than English at home.

Of the non-English languages found within the Catchment Area, the predominant languages include Spanish or Spanish Creole, accounting for approximately 13.9 percent, and Other Native North American Languages, accounting for 0.6 percent. All other languages account for less than 0.5 percent of non-English languages spoken, as shown in **the table below**. Of the population that speaks a language other than English at home, 9.8 percent speak English very well, and 6.3 percent speak English less than very well. Languages not found in the Catchment Area include Japanese, Korean, Vietnamese, Persian, Greek, Thai, Polish, French Creole, Laotian, Mon-Khmer-Cambodian, Portuguese or Portuguese Creole, Yiddish, Scandinavian languages, Serbo-Croatian, Other Slavic languages, Armenian, Hindi, Urdu, Other Indic languages, other Indo-European languages, Hmong, other Asian languages, Hungarian, Arabic, Hebrew, and other and unspecified languages.

<b>LANGUAGES IN CATCHMENT AREA</b>	
Spanish or Spanish Creole	13.9%
Other Native North American languages	0.6%
Italian	0.2%
Navajo	0.2%
Tagalog	0.2%
Chinese	0.2%
Russian	0.2%
French	0.2%
German	0.1%



African languages	0.1%
Other West Germanic languages	0.1%
Gujarati	0.1%
Other Pacific Island language	0.1%

Source: U.S. Census Bureau, <https://data.census.gov/cedsci>, Accessed 2020

#### **4.1.2 NUMBER OF LEP PERSONS LIKELY TO BE ENCOUNTERED**

It was found that the principal LEP populations of concern is ticketed passengers traveling on commercial airlines at the Elko Regional Airport. The City Council and staff are most likely to encounter LEP individuals through office visits, phone conversations, building services site inspections, notifications from maintenance staff of impacts on City services, and attendance at City Council and other City meetings. The U.S. Census Bureau's American Community Survey database was used to determine the number of LEP persons in the Catchment Area. Of the 75,491 residents in this data set, 16.1% speak languages other than English at home, with the predominant non-English language being Spanish (13.9%). Of the population that speaks a language other than English, only 6.3% are identified as speaking English "less than very well."

In summary, based on the continuous monitoring of City departments generally and citizen experience in particular, it is found that the frequency of contacts with LEP persons requiring language assistance is low.

#### **4.1.3 NATURE AND IMPORTANCE OF THE PROGRAM, ACTIVITY, OR SERVICE**

The Elko Regional Airport has a separate Title VI plan that includes activities to be undertaken on airport property.

Every City department has some level of contact with LEP individuals. Employees are most likely to encounter LEP individuals through visits to City Hall and other public facilities, such as the Police Department and Fire Department, as well as telephone conversations, and attendance at outreach events, City Council meetings and other public meetings.

#### **4.1.4 RESOURCES AVAILABLE AND COSTS OF OUTREACH**

The City assessed its available resources that could be used to provide LEP assistance. This included identifying bilingual staff, determining how much a professional interpreter and translation service would cost, determining which documents should be translated, and deciding what level of staff training is needed. However, the assessment of the first three factors above reveals that minimal resources and expenses are needed to ensure access to the City programs, activities or services by LEP persons.

The Language Assistance Plan is in attachment E.





# ATTACHMENT A ASSURANCES

## ATTACHMENT A

### The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances

#### DOT Order No. 1050.2A

The CITY OF ELKO (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Transit Administration, is subject to and will comply with the following:

#### Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

#### General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

#### Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Title VI Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.



2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Title VI and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"AGENCY, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of Appendix A and B of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix C of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix D and Appendix E of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.



10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, THE CITY OF ELKO also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Federal Transit Administration access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Federal Transit Administration. You must keep records, reports, and submit the material for review upon request to Federal Transit Administration, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

THE CITY OF ELKO gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Title VI Program. This ASSURANCE is binding on Nevada, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Title VI Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

AGENCY

by \_\_\_\_\_  
Mayor Reece Keener

DATED \_\_\_\_\_

Attest: \_\_\_\_\_  
Kelly Wooldridge, City Clerk



# **ATTACHMENT B**

## **CLAUSES FOR CITY**

### **DOCUMENTS**

#### **APPENDIX A-E**

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.





## APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.)



## **APPENDIX C**

### **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the CITY OF ELKO pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, CITY OF ELKO will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, AGENCY will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the AGENCY and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)



## **APPENDIX D**

### **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the CITY OF ELKO pursuant to the provisions of Assurance 7(a):

- D. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  - 2. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- E. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, CITY OF ELKO will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- F. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, AGENCY will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the AGENCY and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## **APPENDIX E**

### **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by CITY OF ELKO pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will 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 ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, CITY OF ELKO will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, AGENCY will there upon revert to and vest in and become the absolute property of AGENCY and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

# **ATTACHMENT C**

## **SURVEY CARDS**

# Title VI Survey Cards

## Front of Card

### HELP US SERVE YOU BETTER!!

Thank you for attending this public meeting. Please take a few minutes to help us provide you with more meaningful service.

The City of Elko wishes to ensure that every effort will be made to prevent discrimination through the impact of its programs, policies, and activities.

The City of Elko will take reasonable steps to provide meaningful access to services and activities for persons with limited English proficiency.

On the reverse side of this card is a brief survey. By completing this survey, we will be able to determine who attends our public meetings and how the department can improve participation.

### CITY OF ELKO POLICY STATEMENT

The City and its employees, lessees, tenants, concessionaires, and contractors will not deny public services, employment and program opportunities to any person due to race, color, national origin, age, sex, income status or disability. Further, the City will take reasonable steps to provide meaningful access to services for persons with limited English proficiency.

### ADA/SECTION 504 NONDISCRIMINATION POLICY

The City of Elko does not discriminate on the basis of disability in admission to, access to, treatment of, or employment in its programs and activities. This notice is provided as required by the Rehabilitation Act of 1973, Section 504, and Title II of the Americans with Disabilities (ADA) Act of 1990.

## Back of Card

Please mark all that apply

### Ethnicity/Race:

- ☐ American Indian/Alaskan Native
- ☐ Asian/Pacific Islander
- ☐ Hispanic/Latino
- ☐ African American/Black
- ☐ White
- ☐ Other \_\_\_\_\_

### Gender:

- ☐ Female
- ☐ Male
- ☐ Other \_\_\_\_\_

### AGE:

- ☐ Under 20
- ☐ 21-39
- ☐ 40-64
- ☐ 65+

### Disabled:

- ☐ Yes
- ☐ No

### Veteran Status:

- ☐ Yes
- ☐ No

### Language Preference:

- ☐ English
- ☐ Spanish
- ☐ Other \_\_\_\_\_

# **ATTACHMENT D**

## **POLICY**

### **STATEMENT**

## ATTACHMENT D - TITLE VI POLICY STATEMENT

The City and its employees, lessees, tenants, concessionaires, and contractors will not deny public services, employment and program opportunities to any person due to race, color, national origin, age, sex, income status or disability. Further, the City will take reasonable steps to provide meaningful access to services for persons with limited English proficiency.

### **ADA/SECTION 504 NONDISCRIMINATION POLICY**

The City of Elko does not discriminate on the basis of disability in admission to, access to, treatment of, or employment in its programs and activities. This notice is provided as required by the Rehabilitation Act of 1973, Section 504, and Title II of the Americans with Disabilities (ADA) Act of 1990.

# **ATTACHMENT E**

## **LANGUAGE**

### **ASSISTANCE PLAN**

#### **(LAP)**

## **CITY OF ELKO LANGUAGE ASSISTANCE PLAN (LAP)**

### **IDENTIFICATION OF LEP PERSONS**

The following are methods that will be used by the City to identify LEP persons:

- City staff will review document requests for language assistance from past contacts, meetings, telephone calls, and events to anticipate the possible need for assistance at upcoming meetings;
- City staff will collect questions, concerns, comments or complaints from the public, ensuring they are appropriately addressed, and will forward potential discrimination concerns to the Title VI coordinator; and,
- The Title VI Coordinator will frequently survey City staff regarding any direct or indirect contact with LEP individuals.

### **LANGUAGE ASSISTANCE MEASURES**

The following language assistance measures are reasonable and achievable for the City of Elko:

- Providing translation and interpretive services at public meetings (upon request or as determined by City staff to be necessary or supportive of expected LEP persons);
- Utilizing the Central Dispatch's contract(s) with certified translators for emergency police and/or fire situations;
- Training City staff on the use of Google Translate or similar software to assist LEP persons; and,
- Maintaining records of City staff who are fluent or possess skills in any language other than English.

### **IDENTIFICATION OF VITAL DOCUMENTS/PRIORITIZATION OF VITAL DOCUMENTS**

The City has determined that a "vital document" is any document that conveys information critically affecting the ability of a person to make decisions about his or her participation in a program subject to Title VI. The City translates all necessary vital documents as needed using any available staff fluent in the language, or by using a translation software. Customers may request translation service if not available in the language needed.

### **PROVIDE NOTICE TO LEP PERSONS OF AVAILABILITY OF SERVICES**

There are several ways that City employees provide notice to LEP persons that language assistance measures are available, through both oral and written communications:

- The City provides notice that vital documents can be available in both Spanish and English.



- A statement on the City of Elko's website indicates that language assistance is available.
- Notices are posted at all public counters in English and Spanish stating that language assistance is available.
- Notices will be placed on public meeting agendas stating that language assistance is available.

#### **MONITOR, EVALUATE AND UPDATE THE LAP**

The City will periodically review this Title VI Compliance Plan, including the language assistance plan, to determine its overall effectiveness and to make adjustments and updates as necessary. The Title VI Coordinator will be responsible for annual monitoring of the Title VI Compliance Plan. These efforts may include:

- Monitoring LEP efforts and update census data as it becomes available;
- Reviewing all LEP complaints received and identifying revisions to the Title VI Compliance Plan as needed;
- Updating information on the City website related to the Title VI Compliance Plan and complaint procedures;
- Monitoring complaint tracking and evaluating potential areas for improvement;
- Reviewing training materials and performing updates in accordance with best practices;
- Determining if existing assistance methods meet LEP demands;
- Determining if City employees are knowledgeable about Title VI policies and procedures and how to implement them; and,
- Determining if sources, methods and provisions for language assistance are current and viable.

#### **TRAINING OF STAFF**

Training is essential for successful compliance with Title VI. City employees and others who are subject to Title VI requirements should have an understanding of the nature of Title VI and the steps that employees and others must take to achieve compliance when interacting with members of the public or those who wish to provide services to the City. The value of such training is to raise the awareness level about Title VI and its obligations, as well as to ensure appropriate compliance.

Employees and others should receive Title VI training on an annual basis. A Title VI training course should include the following training elements:

- Title VI and its key elements;
- City obligations and compliance measures; and,
- Complaint procedures.

City of Elko employees will receive training in a format approved by NDOT.

Tracking of Title VI training will be completed by the City Human Resources Department and monitored by the Title VI Coordinator annually.



# **ATTACHMENT F**

## **CITY OF ELKO**

### **COMPLAINT FORM**



## CITY OF ELKO

### TITLE VI COMPLAINT FORM

Title VI of the Civil Rights Act of 1964 states "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Please provide the following information necessary in order to process your complaint. Assistance is available upon request. Complete this form and mail or deliver to:

CITY OF ELKO  
TITLE VI COORDINATOR  
1751 COLLEGE AVENUE  
ELKO, NV 89801  
775-777-7126

[CITYCLERK@ELKOCITYNV.GOV](mailto:CITYCLERK@ELKOCITYNV.GOV)

#### COMPLAINANT'S INFORMATION

NAME:	E MAIL ADDRESS:
ADDRESS:	CITY, STATE, ZIP
PHONE #:	BUSINESS PHONE:

#### PERSON DISCRIMINATED AGAINST (if other than complainant)

NAME:	E MAIL ADDRESS:
ADDRESS:	CITY, STATE, ZIP
PHONE #:	BUSINESS PHONE:

#### DETAILS OF ALLEGED VIOLATION

DATE:
TIME:
PLACE VIOLATION OCCURRED:

DESCRIPTION OF ORGANIZATION YOU BELIEVE DISCRIMINATED (City Employee, Contractor, Tenant)
DESCRIPTION OF VIOLATION (ATTACH ADDITIONAL SHEETS IF NECESSARY):
SUPPORTING CONTACT WITNESSES: (List any person (s) whom we may contact for additional information to support your complaint).
<p>DID YOU FILE THIS COMPLAINT WITH ANOTHER FEDERAL, STATE OR LOCAL AGENCY OR COURT?</p> <p>_____ YES      _____ NO</p> <p>IF YES LIST WHICH AGENCY (S)?</p> <p>AGENCY CONTACT PERSON NAME, ADDRESS, AND PHONE:</p>
OTHER COMMENTS:

Sign below and attach or provide any supporting documentation.

\_\_\_\_\_  
Complainants Signature

\_\_\_\_\_  
Date: