



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

PUBLIC MEETING NOTICE

The Elko City Council will meet in regular session on Tuesday, March 23, 2021 at 4:00 P.M.–7:00 P.M., P.D.T. at the Elko City Hall, 1751 College Avenue, Elko, Nevada and by utilizing **GoToMeeting.com**

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ELKO CITY HALL

1751 College Avenue, Elko, NV 89801

Date/Time Posted: 8:30 a.m. P.D.T., Thursday, March 18, 2021

Posted by: Kim Wilkinson	Administrative Assistant	
Name	Title	Signature

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

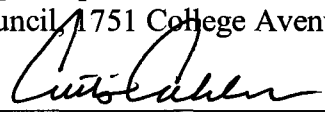
The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone at: **[https://global.gotomeeting.com/join/ 970968413](https://global.gotomeeting.com/join/970968413)** You can also dial in using your phone at **United States: +1 (408) 650-3123** the Access Code for this meeting is **970-968-413** Public Comment and questions can be received by calling (775) 777-0590 or by emailing: **cityclerk@elkocitynv.gov**

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Dated this 18th day of March, 2021

NOTICE TO PERSONS WITH DISABILITIES

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


Curtis Calder, City Manager
Elko, Nevada

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.D.T.
TUESDAY, MARCH 23, 2021
1751 COLLEGE AVENUE
COUNCIL CHAMBERS
<https://global.gotomeeting.com/join/970968413>

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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

APPROVAL OF MINUTES: **March 9, 2021** **Regular Session**

I. PRESENTATIONS

- A. Review, consideration, and possible direction to Staff regarding the Fiscal Year FY 2021/2022 Budget, inclusive of all Enterprise Funds, and matters related thereto.
INFORMATION ONLY – NON ACTION ITEM
- B. Presentation of the 2020 Annual Report by Police Chief Tyler Trouten, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

II. CONSENT AGENDA

- A. Review, consideration, and possible designation of the Civil Engineer as the Flood Plain Administrator and the Development Manager as the acting Flood Plain Administrator in the absence of the Civil Engineer, and matters related thereto.
FOR POSSIBLE ACTION

Chapter 3 Section 8-4 requires a designation of staff members for the administration of the flood plain ordinance by granting or denying floodplain development permits in accordance with the provision of the ordinance. SAW

- B. Review, consideration, and possible approval of minor revisions to the position description for Code Enforcement Officer, and matters related thereto. **FOR POSSIBLE ACTION**

The Code Enforcement Officer position description has been revised and updated to accurately reflect the duties of the position. We have updated the Title to Code Enforcement Officer, from Code Enforcement Official, and have removed some of the preferred certifications and license requirements. This is an entry level position. SS

- C. Review, consideration, and possible approval of the revised position description for Head Lifeguard/Assistant Pool Manager, and matters related thereto. **FOR POSSIBLE ACTION**

The Head Lifeguard/Assistant Pool Manager position description has been revised and updated to accurately reflect the duties of the position. SS

- D. Review, consideration, and possible approval of minor revisions to the position description for Seasonal Recreation Aide, and matters related thereto. **FOR POSSIBLE ACTION**

The Seasonal Recreation Aide position description and job title have been revised and updated to accurately reflect the duties of the position. SS

III. PERSONNEL

- A. Employee Introductions:

- 1) James Riley, Fire Department, Firefighter
- 2) Martin Salas, Jr., Street Department, Equipment Operator I

- B. Update regarding Labor Negotiations between the City of Elko and the Elko Fire Fighters Association, IAFF Local 2423, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

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

IV. APPROPRIATIONS

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

- B. Review and possible approval of Print n' Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review and possible ratification of General Hand-Cut Checks, and matters related thereto. **FOR POSSIBLE ACTION**
- D. Review, consideration, and possible action to award a bid for the Alley Water Line Replacement between 4th and 5th and Commercial and Silver Street, and matters related thereto. **FOR POSSIBLE ACTION**

Council directed Staff to solicit bids for this project on January 12, 2021. Bids were opened on March 4, 2021. The low bidder was Great Basin Engineering in the amount of \$159,220.91. Bid tabulation sheet is provided. DJ

- E. Review, consideration and possible authorization for Staff to solicit bids for the Public Works Department Preventive Maintenance Project 2021, to apply Micro Slurry Seal to select City streets, and matters related thereto. **FOR POSSIBLE ACTION**

Micro Slurry Seal is a preventive maintenance treatment which will be applied to approximately 64,685 l.f. of selected city streets, plus the parking corridor between 8th Street and 11th Street, which were identified and adopted as part of the City of Elko street inventory. This work will be completed after July 1, 2021. DS

V. NEW BUSINESS

- A. Review, discussion, and possible adoption of the 2021 Street Inventory and the 2021 Construction Season Project List, and matters related thereto. **FOR POSSIBLE ACTION**

City Staff conducted a street inventory in February. The purpose of this annual survey is to evaluate current road conditions and to recommend a list of maintenance projects for the upcoming construction season. Please find enclosed for your review, in the supplemental agenda information, City staff's 2021 street inventory, and recommendations for the 2021 Construction Season Project List. DS

- B. Review, consideration, and possible action to initiate an amendment to Title 8 Chapter 21, Section 4 of the Elko City Code, entitled "Sidewalk Maintenance, Reconstruction, and Repair", and matters related thereto. **FOR POSSIBLE ACTION**

The proposed amendment consists of three components: 1) clarify decision-making authority for the reconstruction and/or repair of sidewalks, 2) require that all sidewalk construction, reconstruction, and/or repair comply with applicable federal laws including the Americans with Disabilities Act, and 3) minor adjustments to language for additional clarity. MR

- C. Review, consideration, and possible approval of a Grant, Bargain and Sale Deed and Contract of Purchase and Sale of Vacant Land between the City of Elko and Parrado Partners, LP & Gloria E. Capps, as trustee of the Gloria E. Capps Revocable trust of 1989, as amended January 25, 2011 for the purchase and sale of a parcel of land consisting of 2.223 acres referred to as APN 001-630-087 in the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

City Council approved the offer of \$175,000 for the purchase of this parcel at their March 9, 2021 meeting. The Contract of Purchase and Sale and Grant, Bargain and Sale Deed are required to open escrow. CL

- D. Review and possible action to repeal the Elko City Council's March 18, 2020 Emergency Declaration, and matters related thereto. **FOR POSSIBLE ACTION**

After one (1) year of operating under various State of Nevada Emergency Directives, City Staff recommends repealing the March 18, 2020 Emergency Declaration made by the Elko City Council. CC

- E. Review, discussion, and possible action with regard to "Take Pride - Clean Up Green Up" event originally scheduled for April 24, 2021, and matters related thereto. **FOR POSSIBLE ACTION**

Due to Statewide COVID-19 restrictions currently in place for large gatherings, City Staff has canceled the April 24, 2021 volunteer cleanup event. In addition to COVID restrictions, liability concerns prevent this event from occurring at this time. Free Landfill Day remains available on April 24, 2021.

VI. RESOLUTIONS AND ORDINANCES

- A. First reading of Ordinance No. 858, and ordinance amending Title 4, Chapter 6, Section 13 entitled Uses and Purposes of Transient Lodging Tax Proceeds, and matters related thereto. **FOR POSSIBLE ACTION**

On March 9, 2021, the City Council approved a request by the Elko Visitors and Convention Authority to initiate a change in how the room tax funds could be spent in order to give the ECVA some flexibility in their budget. KW

VII. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Review, consideration and possible approval of a variance, related to the expansion of an existing facility located at 355 West River Street, from Section 3-8-5 Subsection 3 of the Elko City Code which stipulates a lowest floor elevation requirement of two feet above the base flood elevation, and matters related thereto. **FOR POSSIBLE ACTION**

The property owner is proposing an expansion of an existing warehouse located at 355 West River Street. The owner's engineer has filed a variance request allowing for a lower floor elevation of 1.1 feet above base flood elevation for both the

existing structure and the expansion area. The variance request of 0.9 feet less than the required two feet above base flood elevation stipulated in the code. The basis for the request is to match the existing floor elevation which was approved for construction under different guidelines in effect at the time of development. BT

VIII. REPORTS

- A. Mayor and City Council
- B. City Manager – Legislative Update; American Rescue Plan Act Update
- C. Assistant City Manager
- D. Utilities Director
- E. Public Works
- F. Airport Manager
- G. City Attorney
- H. Fire Chief
- I. Police Chief
- J. City Clerk
- K. City Planner
- L. Development Manager
- M. Financial Services Director
- N. Parks and Recreation Director – Ruby View Golf Course Update
- O. Civil Engineer
- P. Building Official

COMMENTS BY THE GENERAL PUBLIC

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

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

ADJOURNMENT

Respectfully Submitted,



Curtis Calder
City Manager

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

SS 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.

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

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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 2nd 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 at 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 1st, 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 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 5th to 7th. 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 1st. 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.

Mayor Reece Keener

Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible direction to Staff regarding the Fiscal Year 2021/2022 Budget, inclusive of all Enterprise Funds, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 23, 2021**
3. Agenda Category: **PRESENTATION**
4. Time Required: **30 Minutes**
5. Background Information:
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Power Point Presentation**
9. Recommended Motion: **Council Pleasure**
10. Prepared by: **Jan Baum, Administrative Services Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Presentation of the 2020 Annual Report by Police Chief Tyler Trouten, and matters related thereto. INFORMATION ONLY – NON ACTION ITEM**
2. Meeting Date: **March 23, 2021**
3. Agenda Category: **PRESENTATION**
4. Time Required: **20 Minutes**
5. Background Information:
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not required**
8. Supplemental Agenda Information: **Presentation 2020 Police Department Annual Report**
9. Recommended Motion: **Information Only – No Action will be taken**
10. Prepared by: **Tyler Trouten, Police Chief**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:



ELKO POLICE DEPARTMENT 2020 ANNUAL REPORT

POLICE CHIEF TY TROUTEN



ISSUED: MARCH 23, 2021



ELKO POLICE DEPARTMENT
2020 ANNUAL REPORT
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History & Information

Elko Police Department History & Information

The City of Elko was incorporated by an Act of the Legislature of the State of Nevada March 14, 1917. At that time a Police Supervisor, W.R. Mayer, was appointed to be the executive officer of his department and had under his special charge the enforcement of all police regulations.

On June 2, 1917, George Cotant was unanimously appointed City Marshall and J.C. Doughty was unanimously appointed Police Judge for the City of Elko, both with a monthly salary of \$1 each. Also on this date, F.H. Sutton was appointed Night Watchman with a monthly salary of \$100.

Today, the Elko Police Department consists of 51 employees. Of these 51 employees, 42 are sworn officers. Of those 42 sworn officers 28 are assigned to the Patrol Unit, 6 are assigned to the Detective Unit, 4 are in special assignments (i.e. the School Resource Officer Unit and the Elko Combined Narcotics Unit), and the final 3 sworn officers make up the Command Staff. The 9 non-sworn positions are assigned as follows: 1 Records Supervisor, 3 full-time Records Techs, 1 part-time Records Tech, 1 Evidence Technician, 1 Administrative Assistant, 1 part-time Domestic Violence Systems Advocate, and 1 Animal Control Officer.

The Elko Police Department is a professional and progressive law enforcement agency that is continually moving forward. We are always looking for opportunities to improve training, education, technology and equipment for our staff.

The Operations Division handles all crime calls and traffic accidents within the City limits, as well as routine police matters which include animal calls, funeral processions, parades and much more. Our average response time to emergency calls is three minutes from the time the call is dispatched to the officer's arrival.





Elko Police Department Mission Statement

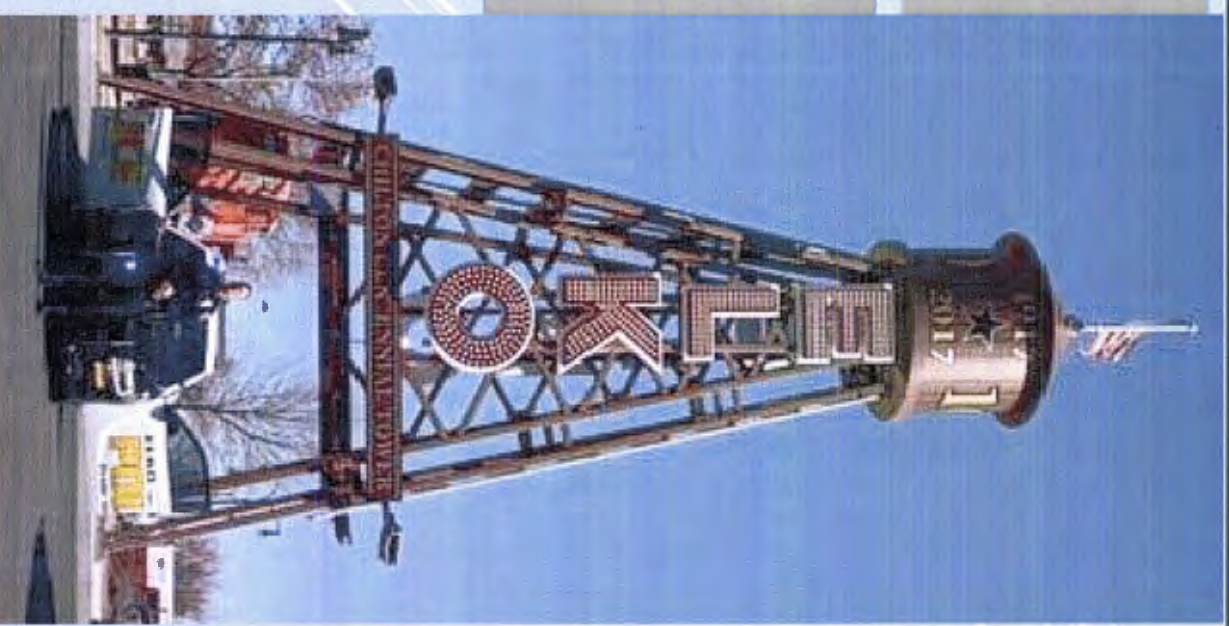
Mission Statement

We strive to provide consistent enforcement of all laws in a fair, firm, and professional manner to instill trust and build relationships with the community through problem solving to safeguard life and property.

Department Motto:

"Pride in Service "

- P - Prevent, reduce, disrupt criminal activity
- R - Recruit, train and develop our employees
- I - Initiate timely and open communication
- D - Develop and implement solutions to our community's problems
- E - Efficiently use innovation and technology





ELKO POLICE DEPARTMENT

2020 ANNUAL REPORT

SUMMARY

The following is an Annual Report for the Elko Police Department, year 2020. The report includes summaries and charts for licensing permit data, crime comparison data, and records transactions data.

Licensing/Permits/Applications:

In 2020, the Elko Police Department processed a total of 45 licensing and permit applications. The licenses and permits breakdown into the following categories, (see chart 1a): 0 brothel licenses, 26 special event liquor licenses, 8 liquor license applications, 2 parade permits, 3 solicitor/peddler applications, 1 temporary sexually oriented business licenses, 2 special event/vendor applications, and 3 temporary merchant applications.

Records Unit Transactions:

In 2020, the Records Unit processed 718 total transactions. These transactions breakdown into the following categories (see chart 1b): 127 work card applications (bartender cards, taxi drivers, etc.), 9 sex worker applications, 8 solicitor applications, 546 miscellaneous fingerprint transactions (gaming, nursing, teachers, daycare, etc.), and 28 insurance report records.

Crime Report:

In 2020 the Elko Police Department made 948 arrests, 879 adults and 69 juveniles. There were 413 traffic collisions investigated and 750 traffic citations issued. 229 incidents of domestic violence were reported in 2020. The total calls for service in 2020 were 26,291, down 2,998 from 2019; this generated 2,602 cases for the department, up 85 (3%).

Severe crimes in the City of Elko totaled 2,185 for 2020. This total is up 222 incidents (11%) from 2019 severe crime totals. Severe crimes include: murder and manslaughter, kidnapping and abduction, forcible rape, forcible fondling, robbery, aggravated assault, simple assault, intimidation, arson, extortion/blackmail, burglary, pocket picking new, purse snatching new, shoplifting new, theft from a building new, theft from coin operated device, theft from motor vehicle, theft of motor vehicle parts & accessories new, all other larceny, motor vehicle theft, counterfeiting and forgery, false pretenses swindling, CC/ATM fraud, impersonation, identity theft new, embezzlement, stolen property offenses, destruction of property, drug narcotic violation, drug equipment, incest new, statutory rape, pornography/obscene material, gambling offense split into other offenses, sports tampering new, assisting and/or promoting prostitution, weapon law violations, and animal cruelty new. (see chart 2 for breakdowns)

Less severe crimes totaled 951 for 2020. This total is down by 428 incidents (31%) from 2019 totals. Crimes included as "less severe" are bad checks, curfew/loitering/vagrancy, disorderly conduct, DUI, family offenses (non-violent), liquor law violations, runaway juveniles, trespassing, and other minor offenses. (see chart 2 for breakdowns)





ELKO POLICE DEPARTMENT

2020 ANNUAL REPORT

SUMMARY

Administrative Support Division Highlights

COVID

The COVID pandemic created many issues for the department overall. Some proactive activities were scaled back, as well as public access to the department for portions of 2020. This achieved the desired effect in minimizing exposure to COVID. There were zero cases of COVID cases for department personnel.

Department Cellular Phones

Multi-year progressive effort to provide department cell phones was completed. This protects the officers in their private phones as well as replaced the need for department issued cameras.





ELKO POLICE DEPARTMENT

2020 ANNUAL REPORT

SUMMARY

Operations Division Highlights

Canine Unit Personnel

In 2020, Sergeant Jeremy Shelley took over as the Canine Commander. They also hosted a school locally for canine training to expand their foundational skills.

Critical Incident

In March of 2020, Elko SWAT and Elko Regional Bomb Squad successfully apprehended the suspect in the homicide of Nevada Highway Patrol Trooper, Ben Jenkins. Officers were able to do so without harm to any citizens, the suspect, or any other law enforcement personnel.

Basic SWAT School

In August 2020, personnel from the Elko Special Response Team (ESRT) hosted a Basic SWAT School at the Elko Police Department. Several SWAT students from neighboring agencies attended this week long training course.

Animal Control Unit

In 2020, the Animal Control Officer handled 375 animals, down from 524 in 2019. This includes: 176 canines, 133 felines, 1 chicken, 1 snake, 1 duck, 3 guinea pigs, and 1 bat. In 2020, 28 animals were returned to their owners, 19 animal welfare checks were conducted, and 13 animal carcasses (3 canines and 10 felines) were removed.

Dog Licenses Sold:

- 2020 = 588
- 2019 = 766
- 2018 = 770





ELKO POLICE DEPARTMENT

2020 ANNUAL REPORT

SUMMARY

Operations Division Highlights

New Handheld Radios

Working in conjunction with Elko Fire Department, the Police Department was able to modernize their handheld radios, diminishing the number of radio failures we had been experiencing. THANK YOU!

Staffing

2020 saw the retirement of Senior Police Officer Chris Gevock. The department was able to successfully recruit three new patrol officers; however, that still left a deficit of five positions in the Patrol Division for the year.

Outer Vest Carriers

A new uniform item was approved for the Patrol Division, permitting the wearing of external vest carriers and equipment. Based upon studies, this change is anticipated to decrease back and hip problems for the officers while still maintaining a professional appearance.





ELKO POLICE DEPARTMENT

2020 ANNUAL REPORT

SUMMARY

School Resource Officers

COVID and Distance Learning

With the closure of the schools due to COVID and subsequent distance learning programs, the School Resource Officers became instrumental in assisting the students. Often delivering Chromebooks and supplies, food, and doing welfare checks on students

COVID and Mental Health

The youth, just as adults, suffered mental health effects from the COVID pandemic. The School Resource Officers were utilized, based upon their rapport with the students, to identify issues and connect them to resources.





ELKO POLICE DEPARTMENT

2020 ANNUAL REPORT

SUMMARY

Detective Unit Highlights

In 2020, the Elko Police Department Detective Unit received 343 new cases.

- Closed 204 cases
- Completed 213 supplemental reports
- Conducted 5 background investigations
- Prepared / executed 50 search warrants
- Administered 3 CVSA's (truth verification tests)
- Processed 22 significant crime scenes
- Administered / observed 54 forensic interviews
- Completed 25 administrative subpoenas / preservation letters
- Arrested 8 suspects
- Forensically downloaded and examined 90 telephones / mobile devices
- Hosted 8 presentations



High Profile Cases

The Detective Division was involved in several high profile cases throughout the year, almost all of which were successfully closed and adjudicated. Detectives were called upon to investigate six (6) Homicide/Suspicious deaths and assisted with an additional Homicide investigation with Elko County. Detectives were responsible for 60 Sexual Assault/Child Exploitation Investigations during 2020.

Detectives also played integral roles in the investigation of several other high profile cases to include numerous officer involved shooting (Winnemucca, Elko) investigations, including the investigation of Trooper Jenkins Homicide.



ELKO POLICE DEPARTMENT

2020 ANNUAL REPORT

SUMMARY

Elko Combined Narcotics Unit Highlights – 2020

The Elko Combined Narcotics Unit (ECNU) initiated 67 cases – 39 drug related. ECNU had a total of 47 arrests and authored 31 search warrants during 2020.

ECNU seized:

- Weapons: 6
- Methamphetamine: 3,797.87 grams
 - *Down 10,526.42 grams from 2019*
- Heroin: 446.4 grams
 - *Up 219.36 grams from 2019*
- Marijuana: 47.8 grams
 - *Up 31.76 grams from 2019*
- Cocaine: 24.03 grams
 - *Up 3.59 grams from 2019*
- Others: 4,239 dosage units
 - *Up 2,789.48 dosage units from 2019*

ECNU also assisted neighboring agencies in the response and investigation of multiple homicides and other major crimes during the 2020 calendar year.





ELKO POLICE DEPARTMENT **2020 ANNUAL AWARDS**

YEARS OF SERVICE RECOGNITION

Five Years of Service

Officer Joshua Taylor

Ten Years of Service

Chantell Wiley, Records Tech II



Fifteen Years of Service

Officer Aaron Hildreth

Twenty Years of Service

Sergeant Rick Moore

MERIT AWARD

Citizen Service Award

Juvenal Rivera
Crystal Cuilla

Exemplary Performance Award

Detective Sergeant Bryan Drake
Sergeant Rick Moore
Sergeant Anthony Matthews
Corporal Dennis Williams
Corporal Shane Daz
Detective Jake Eisinger
Detective Steve Spring
Detective Cassie Wyllie
Officer Aaron Gray
Officer Josh Taylor
Officer Josh Bogdon
Officer Josh Chandler
Officer Bridgette Gilboy
Officer Dean Pinkham
Officer Andrew Cunningham
Officer Brenton Pepper
Deputy Sheriff Andres Llamas

Police Medal

Detective Sergeant Bryan Drake
Detective Mike Marshowsky
Detective Cassie Wyllie

2019
ROOKIE
of the Year

Rookie of the Year
Officer Dean Pinkham

2019
OFFICER
of the Year

Officer of the Year
Detective Cassie Wyllie



Chart 1 — Licensing / Permits / Applications

Chart 1a

Licensing / Permits / Applications 2020	
License/Event Type	Total
Brothel License	0
Special Event Liquor License	26
Liquor License Applications	8
Parade Permits	2
Solicitor/Peddler Applications	3
Temp Sexual Oriented Business License	1
Special Event / Vendor Applications	2
Temp Merchant Applications	3
TOTALS	45

Chart 1b

2020 Records Unit Transactions		
TYPE	AMOUNT	DOLLAR TOTAL
Bar Employee Work Permits / Taxicab Employee Work Permits	127	\$12,300.00
Sex Worker Cards	9	\$2,250.00
Solicitor Work Permits	8	\$100.00
Fingerprinting	546	\$12,920.00
Insurance - Police Reports	28	\$12,674.00
TOTAL	718	\$40,244.00



Crime Analysis—Five Year Average (Page 1)

Chart 2

Severe Crime	2015	2016	2017	2018	2019	5Y AVG	2020	% UP/DOWN	2019	2020	% UP/DOWN
Murder and Manslaughter	4	3	3	3	4	3	5	54%	4	5	25%
Kidnapping and Abduction	4	0	4	3	5	3	14	409%	5	14	180%
Forcible Rape	30	36	23	26	25	29	24	-17%	25	24	-4%
Forcible Fondling	12	10	11	17	19	13	28	52%	19	28	47%
Robbery	9	9	14	20	15	13	20	54%	15	20	33%
Aggravated Assault	58	34	44	53	40	47	64	35%	40	64	60%
Simple Assault	269	283	323	336	342	303	415	13%	342	415	21%
Intimidation	27	15	27	20	30	22	21	-6%	30	21	-30%
Arson	3	7	12	9	2	8	9	16%	2	9	350%
Extortion/Blackmail	2	3	3	4	0	3	1	-67%	0	1	100%
Burglary	305	178	208	130	125	205	123	-39%	125	123	-2%
Pocket Picking NEW	0	0	0	0	0	0	1		0	1	
Purse Snatching NEW	0	0	0	0	0	0	3		0	3	
Shoplifting NEW	0	0	0	0	0	0	26		0	26	
Theft from a Building NEW	0	0	0	0	0	0	17		0	17	
Theft from Coin Operated Device	0	1	0	0	0	0	1	100%	0	1	100%
Theft from Motor Vehicle	151	80	87	56	60	94	89	-5%	60	89	48%
Theft of Motor Vehicle Parts & Accessories NEW	0	0	0	0	0	0	7		0	7	
All other Larceny	725	566	584	392	458	567	424	-19%	458	424	-7%
Motor Vehicle Theft	68	62	71	43	101	61	94	54%	101	94	-7%
Counterfeiting and Forgery	49	39	70	36	55	49	27	13%	55	27	-51%
False Pretenses Swindling	64	62	73	55	45	64	30	-29%	45	30	-33%
CC/ATM Fraud	86	52	64	75	40	69	45	-42%	40	45	13%
Impersonation	48	37	46	38	32	42	3	-93%	32	3	-91%
Identity Theft NEW	0	0	0	0	0	0	143		0	143	
Embezzlement	25	27	25	25	21	26	18	-29%	21	18	-14%
Stolen Property Offenses	75	54	56	31	47	54	53	-2%	47	53	13%
Destruction of Property	304	253	249	151	164	239	200	-31%	164	200	22%
Drug Narcotic Violation	354	324	257	316	247	313	142	-21%	247	142	-43%
Drug Equipment	38	37	27	38	23	35	94	-34%	23	94	309%
Incest NEW	0	0	0	0	0	0	1		0	1	
Statutory Rape	6	5	1	5	4	4	2	-53%	4	2	-50%
Pornography/Obscene Material	0	5	1	5	7	3	3	9%	7	3	-57%
Gambling Offense Split into other offenses	3	3	0	0	2	2			2	0	200%
Sports Tampering NEW	0	0	0	0	0	0	1		0		
Assisting and/or Promoting Prostitution	0	1	0	1	0	1	1	0%	0	1	100%
Weapon Law Violations	84	51	51	63	50	62	27	-20%	50	27	-46%
Animal Cruelty NEW	0	0	0	0	0	0	9		0		
Total	2803	2237	2334	1951	1963	2258	2185	-3%	1963	2185	11%



Crime Analysis—Five Year Average (Page 2)

Chart 2 (Cont.)

<u>Less Severe Crime</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>5Y AVG</u>	<u>2020</u>	<u>% UP/DOWN</u>	<u>2019</u>	<u>2020</u>	<u>% UP/DOWN</u>
Bad Checks	18	3	7	1	2	6	1	-84%	2	1	-50%
Curfew/loitering/Vagrancy	30	18	28	17	20	23	9	-60%	20	9	-55%
Disorderly Conduct	176	131	132	135	113	137	38	-72%	113	38	-66%
DUI	80	69	61	80	72	72	79	9%	72	79	10%
Drunkenness NEW	0	0	0	0	0	0	3		0	3	
Family Offenses Non-Violent	43	53	35	39	45	43	36	-16%	45	36	-20%
Liquor Law Violations	55	34	55	44	54	48	30	-38%	54	30	-44%
Trespassing	95	69	83	71	58	75	66	-12%	58	66	14%
All Other Offenses	944	1028	903	951	967	959	279	-71%	967	279	-71%
Not Reported to IBR Was part of All Other Offenses	0	0	0	0	0	0	274		0	274	
Traffic Code Was part of All Other Offenses	0	0	0	0	0	0	136		0	136	
Total	1441	1405	1304	1338	1331	1364	951	-30%	1331	951	-29%
<u>Arrests</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>5Y AVG</u>	<u>2020</u>	<u>% UP/DOWN</u>	<u>2019</u>	<u>2020</u>	<u>% UP/DOWN</u>
Adult Arrests	1139	1069	978	1019	943	1030	879	-15%	943	879	-7%
Juvenile Arrests	89	61	85	74	88	79	69	-13%	88	69	-22%
Total	1228	1130	1063	1093	1031	1109	948	-15%	1031	948	-8%

<u>Online Reporting</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>5Y AVG</u>	<u>2020</u>	<u>% UP/DOWN</u>	<u>2019</u>	<u>2020</u>	<u>% UP/DOWN</u>
Total Cases		24	51	206	303	117	509	336%	303	509	68%

5Y AVG = The number from the five columns listed to the left of this number averaged

% UP/DOWN = The current year total against the five year average.

Raw number comparison= this year and previous year total comparison



Crime Analysis—Five Year Average (Page 3)

Chart 2 (Cont.)

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>5Y AVG</u>	<u>2020</u>	<u>% UP/DOWN</u>	<u>2019</u>	<u>2020</u>	<u>% UP/DOWN</u>
Traffic Accidents	526	497	323	449	430	445	413	-7%	430	413	-4%
Citations	1228	994	806	844	1013	977	750	-23%	1013	750	-26%

<u>Domestic Violence</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>5Y AVG</u>	<u>2020</u>	<u>% UP/DOWN</u>	<u>2019</u>	<u>2020</u>	<u>% UP/DOWN</u>
Crime Reports	170	181	197	205	232	197	229	16%	232	229	-1%
Calls For Service	870	781	741	770	780	788	901	14%	780	901	16%

Calls for service are patrol responses; Crime Reports are investigated and sent for charging.

<u>Calls for Service</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>5Y AVG</u>	<u>2020</u>	<u>% UP/DOWN</u>	<u>2019</u>	<u>2020</u>	<u>% UP/DOWN</u>
Incident	27580	29993	27258	27299	29289	28284	26291	-7%	29289	26291	-10%
Cases Generated	3014	2777	2656	2485	2517	2690	2602	-3%	2517	2602	3%

5Y AVG = The number from the five columns listed to the left of this number averaged

% UP/DOWN = The current year total against the five year average.

Raw number comparison= this year and previous year total comparison

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible designation of the Civil Engineer as the Flood Plain Administrator and the Development Manager as the acting Flood Plain Administrator in the absence of the Civil Engineer, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 23, 2021**
3. Agenda Category: **CONSENT AGENDA**
4. Time Required: **20 Minutes**
5. Background Information:
6. Budget Information: **Chapter 3 Section 8-4 requires a designation of Staff members for the administration of the flood plain ordinance by granting or denying floodplain development permits in accordance with the provision of the ordinance. SAW**

Appropriation Required: **NA**
Budget amount available: **NA**
Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **None**
9. Recommended Motion: **Designate the Civil Engineer as the Flood Plain Administrator and the Development Manager as the acting Flood Plain Administrator in the absence of the Civil Engineer.**
10. Prepared by: **Scott A. Wilkinson, City of Elko Assistant City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of minor revisions to the position description for Code Enforcement Officer, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 23, 2021**
3. Agenda Category: **CONSENT**
4. Time Required: **5 Minutes**
5. Background Information: **The Code Enforcement Officer position description has been revised and updated to accurately reflect the duties of the position. We have updated the Title to Code Enforcement Officer, from Code Enforcement Official, and have removed some of the preferred certifications and license requirements. This is an entry level position. SS**
6. Budget Information:
 Appropriation Required: NA
 Budget amount available: NA
 Fund name: NA
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Copy of proposed position description**
9. Recommended Motion: **Approve the revised Code Enforcement Officer position description as presented.**
10. Prepared By: **Susie Shurtz, Human Resources Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

City of Elko, Nevada - Employment Position Description

Department: Community Development
Title: Code Enforcement Officer PT
FLSA status: Non-exempt

Last Revised: 03/23/2021

DEFINITION:

Under general supervision of the Development Manager. Performs a variety of public contact duties including but not limited to field inspections of properties with special emphasis on public nuisances. Ensures compliance with applicable City Codes and Ordinances, including the Zone Code. Resolves complaints as necessary. This position is part-time.

DISTINGUISHING CHARACTERISTICS:

The ability to perform a full range of duties as assigned, including conducting complex, comprehensive investigations and inspections, issuing citations, and advising property owners of City Code requirements. After training, employees in this position receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the applicable City Code sections, together with the operating procedures and policies of the City.

SUPERVISION EXERCISED:

No supervision exercised.

ESSENTIAL FUNCTIONS:

(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).

- Inspects a range of properties, developed or undeveloped, to ensure compliance with current applicable City Code provisions and City Council resolutions; conducts follow-up inspections as necessary; issues citations and notices of violation as necessary.
- Investigates complaints regarding City Code violations, responds to alleged violations; communicates with property owners; takes photographs of violations and documents activities; communicates in verbal and written form, all applicable code information, notification and appeal processes to affected parties.
- Conducts research to determine the approved conditional uses of property; researches ownership, compliance requirements, fees, legal processes, and other state, federal, and local requirements necessary to enforce City Codes and Ordinances.
- To the extent permitted by law, inspects public and private property for City Code infractions; issues citations or notices of violation to offenders; appears in court; provides testimony at depositions, hearings and trials; provides witness information; prepares administrative search warrants as required by City Attorney and/or Police Department, prepares and signs affidavits as required by City Attorney; issues administrative notices for vehicle removal; oversees towing and removal of vehicles.
- Serves as a resource to other City departments regarding City code enforcement.

- Maintains detailed, accurate, and complete records, case files, and reports of inspections and surveillance activities.
- Operates computer to process and acquire data relative to inspection sites and effective code enforcement, including land use, zoning, court data, licensing, corporation status, county assessor, and other databases and organization websites.
- Performs onsite enforcement of applicable City Code provisions within designated areas of responsibility.
- Performs additional duties as assigned by management.

JOB RELATED AND ESSENTIAL QUALIFICATIONS FOR EMPLOYMENT:

Knowledge, Skills, and Abilities: (KSA's are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.)

Knowledge of:

- Principles and techniques of inspection;
- Computer applications and operate computer equipment relative to area of assignment;
- Elko City Code and applicable state and federal laws and regulations, after training;
- Basic zoning, land use, and construction practices;
- Operational characteristics, services, and activities of a code enforcement program;
- Methods and techniques of conflict resolution.

Skill and Ability to:

- Work with diverse cultural and socioeconomic groups using tact, discretion, initiative, and independent judgment within established guidelines;
- Interpret and enforce applicable city codes and ordinances in accordance with NRS, with the assistance of the City Attorney when needed;
- Establish and meet critical deadlines, compile and collect data, establish priorities, organize workload, and conduct necessary follow-up activities with minimal supervision;
- Operate modern office equipment, including computers and computer programs relative to area of assignment;
- Communicate clearly and concisely, both orally and in writing; and
- Establish and maintain effective working relationships with City employees and officers, other governmental agencies and the public, in the course of work.

MINIMUM QUALIFICATIONS:

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience and Training:

- High School diploma or equivalent
- One year of experience in

Required Licenses:

Possession of a current, valid driver's license.

Physical and Mental Requirements and Working Conditions:

The physical and mental requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

Mobility to work in a typical office setting, use standard office equipment and drive a motor vehicle in order to attend meetings and inspect properties. Sufficient strength and stamina to inspect various residential, commercial, or industrial properties or other facilities which may include standing for extended periods of time, stooping, kneeling, and walking on uneven terrain at construction sites, climbing ladders, scaffolding, and stairs. Strength to lift and carry up to 30 pounds at times. Vision sufficient to read printed materials and a computer screen. Hearing and speech sufficient to communicate in person or over the telephone.

Working Conditions:

Work is performed under the following conditions:

Mobility to work in the field. The majority of work is conducted outside in all types of weather conditions. Work is performed on public and private property and on uneven terrain with possible exposure to moving objects and vehicles. Possible hazards include but are not limited to sharp objects, pinch points, dust, noise, vibration, extreme heat and cold, slippery surfaces, and toxic, caustic chemicals. Position will require travel by car from the office to a work site.

In compliance with the Americans With Disabilities Act and similar state laws, reasonable accommodations may be provided for qualified individuals with disabilities who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the appropriate City Staff.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the revised position description for Head Lifeguard/Assistant Pool Manager, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 23, 2021**
3. Agenda Category: **CONSENT**
4. Time Required: **5 Minutes**
5. Background Information: **The Head Lifeguard/Assistant Pool Manager position description has been revised and updated to accurately reflect the duties of the position. SS**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Copy of proposed position description**
9. Recommended Motion: **Approve the revised Head Lifeguard/Assistant Pool Manager position description as presented.**
10. Prepared By: **Susie Shurtz, Human Resources Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

City of Elko, Nevada - Employment Position Description

Department: Swimming Pool
Title: Head Lifeguard/Assistant Pool Manager
FLSA status: Non-exempt
Safety Sensitive Position

Last Revised: 03/23/2021

DEFINITION:

Under the direct supervision of the Swimming Pool Manager, plans and assists with the supervision of seasonal and part time employees at the Municipal Swimming Pool. Maintains specialized equipment; directs customer relations; assists with the administration of pool programs and assist in overall administrative planning.

SUPERVISION EXERCISED:

Exercises direct supervision over assigned swimming pool staff when in direct charge of the Swimming Pool Facility.

ESSENTIAL FUNCTIONS:

(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).

- Responsible for managing daily pool operations, including but not limited to, supervising Lifeguarding/Water Safety Instructors. Must perform regular lifeguarding and swimming instructor duties.
- Planning and conducting in-service training for staff, assists in teaching of Lifeguarding Courses.
- Assists in scheduling all pool staff, maintaining time sheets and evaluation of pool staff.
- Assists in collecting, counting and recording pool receipts, lesson money and turning money in to City Hall.
- Assists in the general care and cleaning of the facility and general pool chemical and maintenance of pool equipment.
- Response to patron inquiries and concerns.
- Assists in the planning of aquatic programs, to include swimming lessons, special events, swim team and aquatic exercise classes.
- Performs all supervisory functions of the Swimming Pool Manager when in direct charge of the Swimming Pool Facility.
- Performs additional duties as assigned by management.

JOB RELATED AND ESSENTIAL QUALIFICATIONS FOR EMPLOYMENT:

Knowledge, Skills, and Abilities: (KSA's are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.)

Required Knowledge, Skills and Abilities:

- Thorough knowledge and application of lifeguarding/rescue techniques
- Ability to instruct, assign, supervise and evaluate lifeguarding staff in the performance of their duties
- Leadership qualities and public relations skills
- Some knowledge of water chemistry, pool filtration, circulation and chlorination of swimming pools
- Ability to work split shifts, odd hours and be on call when off shift

MINIMUM QUALIFICATIONS:

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience and Training:

- High School diploma or equivalent
- Two to three years of experience in supervision/management of swimming pool or related field

Required Certifications/Licenses:

- Possession of a current, valid driver's license
- Current certifications in American Red Cross or equivalent Lifeguard Training; Professional level CPR; First Aid; and Water Safety Instructor (WSI). Copies of current certifications required.

Additional Requirements:

The following certificates are additional preferred or willing to complete within first year of employment: Lifeguarding Instructor; CPR for the Professional Rescuer and Certified Pool Operators certificate; Water Safety Instructor IT

Physical and Mental Requirements:

The physical and mental requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

Ability to sit, stand, walk, kneel, crouch, stoop, squat, twist, climb, swim, and lift 50 lbs; exposure to heat, noise, extreme temperatures, outdoors, and chemicals; ability to travel to different sites and locations.

In compliance with the Americans With Disabilities Act and similar state laws, reasonable accommodations may be provided for qualified individuals with disabilities who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the appropriate City Staff.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of minor revisions to the position description for Seasonal Recreation Aide, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 23, 2021**
3. Agenda Category: **CONSENT**
4. Time Required: **5 Minutes**
5. Background Information: **The Seasonal Recreation Aide position description and job title have been revised and updated to accurately reflect the duties of the position. SS**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Copy of proposed position description**
9. Recommended Motion: **Approve the revised Seasonal Recreation Aide position description as presented.**
10. Prepared By: **Susie Shurtz, Human Resources Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

City of Elko, Nevada – Employment Position Description

Department: Parks and Recreation
Title: SEASONAL RECREATION AIDE PT
FLSA Status: Non-exempt
Safety Sensitive Position

Created: 11/14/2016
Last Revised: 03/23/2021

DEFINITION:

Develops, promotes, and coordinates various recreational programs and leisure activities, including youth and adult sport programs, classes, and special events. Perform other duties as assigned.

SUPERVISION EXERCISED:

Exercises no supervision.

ESSENTIAL FUNCTIONS:

(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).

- Prepares facility schedules; ensures recreation facilities are operated and maintained effectively and safely; assists in the development of preventative maintenance programs.
- Monitors the use of recreation equipment and facilities; ensures adherence to facility policy and regulations.
- Implements various recreation programs; administers contracts associated with the Parks & Recreation department; schedules activities, facilities, and volunteers as required.
- Assists the Recreation Services Manager with various Parks & Recreation Programs, including Latchkey and Day Camp.
- Performs additional duties as assigned by management

JOB RELATED AND ESSENTIAL QUALIFICATIONS FOR EMPLOYMENT:

Knowledge, Skills, and Abilities: (KSA's are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.)

Knowledge of:

- Methods, techniques and procedures in the delivery of the community service programs, common recreational and social needs of various age groups.
- Principles and procedures for implementing and directing community services or recreation activities.
- Various recreational sports such as softball, basketball, baseball, football, etc.

- Principles and practices of program budget monitoring.
- Principles and practices of assigning and reviewing the work of others.
- Principles and practices used in dealing with the public.
- Safe driving principles and practices.

Skill to:

- Operate a computer and telephone.
- Operate a motor vehicle safely.
- Communicate effectively with the public.

Ability to:

- Develop and coordinate league and tournament schedules.
- Develop and coordinate community service and/or recreation programs suited to the needs of the community.
- Organize and coordinate special events.
- Work safely and effectively with employees and the public.
- Work independently with limited supervision.
- Communicate clearly and concisely, both orally and in writing.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

MINIMUM QUALIFICATIONS:

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience and Training:

- Customer service oriented, communication skills, and office equipment skills, preferred.

Required Certifications/Licenses:

- Possession of, or ability to obtain, a current valid driver's license.
- First Aid and CPR training desirable.

Physical and Mental Requirements:

The physical and mental requirements described here are representative of those that must be met by the employee to successfully perform the essential functions of the job.

Ability to work outdoors and in a standard office environment with ability to sit, stand, walk, kneel, stoop, and twist. Dexterity and coordination to handle files and single pieces of paper; periodic lifting of files, stacks of paper or reports, references, and other materials weighing up to 50 pounds. Some reaching for items above and below desk level. Some bending, reaching, squatting, and stooping to access files and records is necessary. The manual dexterity and cognitive ability to operate a personal computer. The ability to travel to different sites and locations.

Working Conditions:

Work is performed under the following conditions:

Position functions indoors in an office type environment, and outdoors, with exposure to cold, heat, noise, vibration, mechanical hazards, and electrical hazards. Frequent interruptions to planned work activities occur.

In compliance with the Americans With Disabilities Act and similar state laws, reasonable accommodations may be provided for qualified individuals with disabilities who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the appropriate City Staff.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to award a bid for the Alley Water Line Replacement between 4th and 5th and Commercial and Silver Street, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 23, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **Council directed Staff to solicit bids for this project on January 12, 2021. Bids were opened on March 4, 2021. The low bidder was Great Basin Engineering in the amount of \$159,220.91. Bid tabulation sheet is provided. DJ**
6. Budget Information:

Appropriation Required: \$159,220.91
Budget amount available: \$200,000.00
Fund name: Water
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Bid Tabulation Sheet Provided**
9. Recommended Motion: **Award the contract for the Alley Water Line Replacement between 4th and 5th and Commercial and Silver Street to Great Basin Engineering in the amount of \$159, 220.91.**
10. Prepared by: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**CITY OF ELKO
BID TABULATION
FOR**

PROJECT NAME: Down Town Water Line Replacement - Alley Between 4th, 5th, Commercial & Silver St.

DATE: 3/4/21

				Great Basin Engineering Contractors		Ruby Dome, Inc.		Remington Construction	
				Name	Address	Name	Address	Name	Address
				City State	City State	City State	City State	City State	City State
				Phone No.	Phone No.	Phone No.	Phone No.	Phone No.	Phone No.
				775-240-8365	775-738-2154	775-738-2154	775-738-2154	775-738-6001	775-738-6001
No.	Bid Item Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Mobilization and Demobilization	1	L.S.	\$ 4,488.90	\$4,488.90	\$7,885.66	\$7,885.66	\$18,048.07	\$18,048.07
2	Traffic Control	1	L.S.	\$ 2,574.82	\$2,574.82	\$3,621.81	\$3,621.81	\$10,875.00	\$10,875.00
3	Saw Cut Existing Pavement	630	L.F.	\$ 4.04	\$2,545.20	\$1.99	\$1,253.70	\$8.05	\$5,071.50
4	Saw Cut Existing Concrete	33	L.F.	\$ 5.99	\$197.87	\$9.27	\$305.91	\$78.55	\$2,526.15
5	Remove Existing Pavement	2988	S.F.	\$ 0.81	\$2,420.28	\$1.40	\$4,452.12	\$1.80	\$5,378.40
6	Remove Existing Curb & Gutter	16	L.F.	\$ 30.95	\$495.20	\$43.52	\$696.32	\$168.40	\$2,694.40
7	Remove Existing Concrete	100	S.F.	\$ 12.34	\$1,244.00	\$12.35	\$1,235.00	\$27.80	\$2,780.00
8	4-Inch Hot Tap Materials, Excavation and Backfill	2	E.A.	\$ 5,849.47	\$11,298.94	\$2,696.46	\$5,392.92	\$31,112.09	\$62,224.18
9	4-Inch Gate Valve (FLGxMJ)	2	E.A.	\$ 1,744.33	\$3,488.66	\$4,678.38	\$9,356.76	\$542.00	\$1,084.00
10	6" X 4" Reducer (FLG)	2	E.A.	\$ 837.23	\$1,274.46	\$209.02	\$418.04	\$182.00	\$364.00
11	4" Adaptor (FLGxMJ)	2	E.A.	\$ 500.36	\$1,000.76	\$283.03	\$566.06	\$246.55	\$493.10
12	6" Adaptor (FLGxMJ)	2	E.A.	\$ 620.07	\$1,240.14	\$166.16	\$332.32	\$157.50	\$315.00
13	6-Inch C-900 DR 18 Water Pipe	364	L.F.	\$ 78.30	\$28,501.20	\$150.84	\$54,905.76	\$8.50	\$3,094.00
14	Install 1-Inch Water Service Connection and Water Service Line	8	E.A.	\$ 2,800.50	\$20,804.00	\$932.71	\$7,461.68	\$2,181.00	\$17,452.80
15	Install 1-Inch Meter Box	8	E.A.	\$ 2,418.88	\$19,349.44	\$2,825.35	\$22,602.80	\$1,888.00	\$14,944.00
16	Install Traffic Rated Box	8	E.A.	\$ 1,714.35	\$13,714.80	\$1,878.21	\$13,409.68	\$1,178.00	\$9,424.00
17	Remove Existing Water Service and Curb Box	4	E.A.	\$ 599.23	\$2,396.92	\$359.68	\$1,438.64	\$3,644.70	\$14,578.80
18	Install Valve Boxes, Adjust to Grade and Concrete Collar	2	E.A.	\$ 1,124.71	\$2,249.42	\$1,078.98	\$2,157.96	\$3,705.25	\$7,410.50
19	3-Inch A.C. Pavement	2851	S.F.	\$ 5.05	\$14,397.55	\$4.81	\$13,143.11	\$5.25	\$14,967.75
20	9-Inch Type 2 Class B Aggregate Base	2851	S.F.	\$ 6.57	\$18,731.07	\$3.92	\$11,175.92	\$7.35	\$18,970.35
21	Type 1 Curb & Gutter	16	L.F.	\$ 149.28	\$2,388.48	\$85.68	\$1,374.08	\$82.50	\$1,320.00
22	4" Thick Concrete Sidewalk	100	S.F.	\$ 44.21	\$4,421.00	\$19.64	\$1,964.00	\$22.00	\$2,200.00
Total base bid					\$159,220.91		\$195,149.09		\$218,218.00

COMPLETE BID

1ST

COMPLETE BID

2ND

Mathematical error on item 20 (Addendum 1 had a quantity change from 2581 Sq. Ft. to 2851 Sq. Ft. a difference of \$ 1,964.50)

3RD

Correct Amount should be \$20,954.85

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible authorization for Staff to solicit bids for the Public Works Department Preventive Maintenance Project 2021, to apply Micro Slurry Seal to select City streets, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 23, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **Micro Slurry Seal is a preventive maintenance treatment which will be applied to approximately 64,685 l.f. of selected city streets, plus the parking corridor between 8th Street and 11th Street, which were identified and adopted as part of the City of Elko street inventory. This work will be completed after July 1, 2021. DS**
6. Budget Information:

Appropriation Required: \$550,000
Budget amount available: \$600,000 requested in the FY 21/22 Budget
Fund name: General Fund: Public Works Department
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Authorize Staff to solicit bids for the Public Works Department Street Maintenance Project 2021.**
10. Prepared by: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Aaron Martinez - aaron@amengineering.pro**

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, discussion, and possible adoption of the 2021 Street Inventory and the 2021 Construction Season Project List, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 23, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **20 Minutes**
5. Background Information: **City Staff conducted a street inventory in February. The purpose of this annual survey is to evaluate current road conditions and to recommend a list of maintenance projects for the upcoming construction season. Please find enclosed for your review, in the supplemental agenda information, City staff's 2021 street inventory, and recommendations for the 2021 Construction Season Project List. DS**
6. Budget Information:

Appropriation Required: N/A
Budget amount available: N/A
Fund name: N/A
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **City of Elko Street Inventory and Projects Priority List for 2021.**
9. Recommended Motion: **Adopt the 2021 Street Inventory and the 2021 Construction Season Project List,**
10. Prepared by: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

CITY OF ELKO

STREET INVENTORY

MARCH 2021

CITY OF ELKO

DEFINITIONS OF ROADWAY MAINTENANCE

CONSTRUCT/RECONSTRUCT:

Remove asphalt and base material. Prepare subgrade, place and compact Type 2 base material, then place asphalt and perform concrete sidewalk, curb & gutter replacements to meet current standards. All returns are upgraded to satisfy the ADA requirements. Drainage problems are fixed, utilities are added or replaced, and poor subgrade materials are removed and replaced. CONSTRUCT/RECONSTRUCT

SURFACE RECONSTRUCTION:

Existing roadway is ground up, re-graded, re-compacted, and new asphalt is placed. Drainage problems are fixed, utilities are added or replaced, and poor subgrade materials are removed and replaced. All returns are upgraded to satisfy the ADA requirements. Existing curb & gutter remains and if needed, better road drainage is provided. Formally referred to as "peel and pave." CONSTRUCT/RECONSTRUCT

MILLING AND RESURFACING:

Mill the top surface of the roadway. Millings are removed and new asphalt is placed for the full width of the street. All returns are upgraded to satisfy the ADA requirements. A new crown in the road surface is constructed to provide better road drainage. CONSTRUCT/RECONSTRUCT

OVERLAY:

Place a new layer of asphalt on the existing surface, usually 2-inches thick. When needed, the road surface is leveled with a leveling course prior to the asphalt overlay. PREVENTIVE MAINTENANCE

DEFINITIONS (continued)

SLURRY SEAL:

Oil and small aggregates are mixed together and placed on the road surface with specialized equipment. This treatment extends the wear life of the road surface (approximately 5-10 years). **PREVENTIVE MAINTENANCE**

MICRO SURFACE:

Micro surface is a polymer modified coldmix paving system that can remedy a broad range of problems. Like slurry seal, micro paving begins as a mixture of dense graded aggregate, asphalt emulsion, water, and mineral fillers. Micro paving has added capabilities thanks to the use of high-quality carefully monitored materials including advanced polymers and other modern additives. Micro surfaces life expectancy currently exceeds 7 years. It has capabilities of filling ruts up to 1 ½ inches deep and allows the roadway to reopen to traffic usually within an hour. **PREVENTIVE MAINTENANCE**

CHIP SEAL:

Oil is applied to the road surface and small aggregate is placed on top of the oil with specialized equipment. This treatment extends the wear life of the road surface (approximately 5-10 years). **PREVENTIVE MAINTENANCE**

CRACK SEAL:

Is done yearly, as budget allows, to seal off the street's surface extending the life of the road. **PREVENTIVE MAINTENANCE**

DUST SUPPRESSION:

Gravel roads have a material applied to them to suppress dust and keep moisture in the road surface. Application of this material is every year. **PREVENTIVE MAINTENANCE**

SEAL COAT:

Oil only is applied to new asphalt when it is installed to keep the surface of the asphalt sealed. **PREVENTIVE MAINTENANCE**

CONSTRUCT/RECONSTRUCT

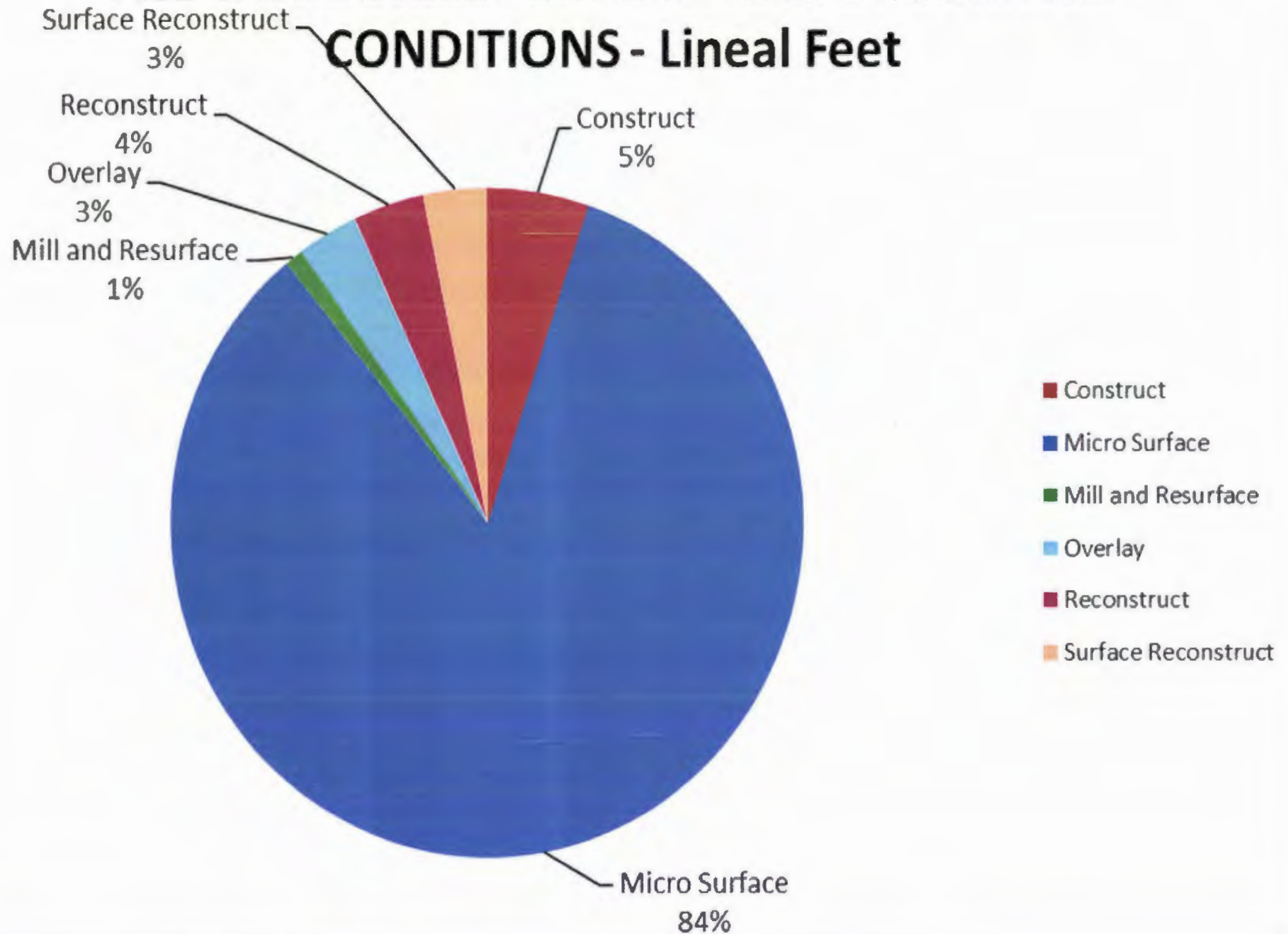
A road that requires the surface to be fully removed, the base materials re-compacted (or replaced as necessary), a new road section designed to meet traffic use, and a new asphalt surface installed. This category includes construction and reconstruction.

PREVENTIVE MAINTENANCE

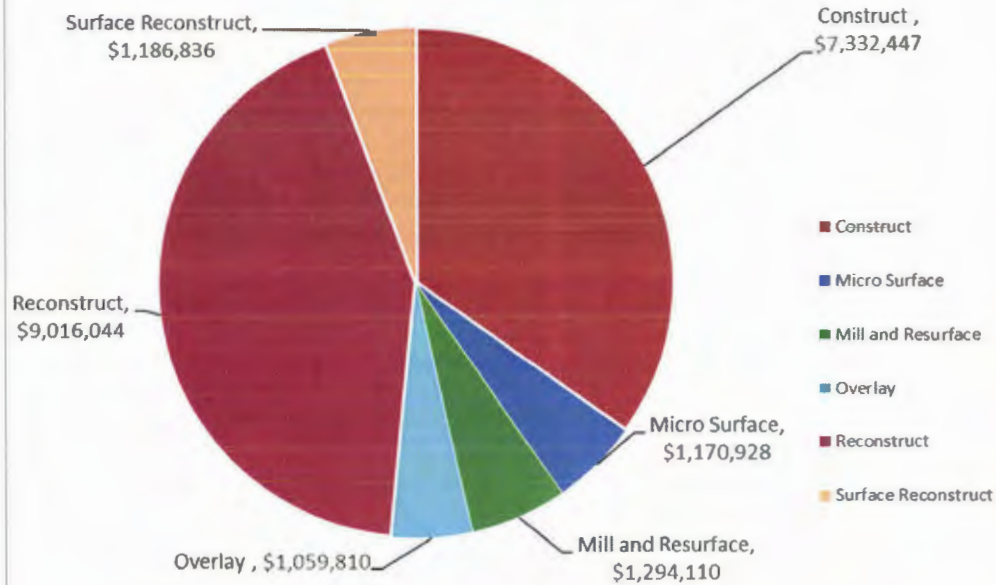
Needed to extend the life of a road and to keep the cost of maintenance low. Surface treatments are added to prevent water from damaging asphalt, increase friction, add wear for longevity, and seal cracks to prevent the base and subgrade from being damaged. This category includes overlay, chip seal, slurry seal, micro pave, seal coat and dust suppression.

ALL CATEGORIES PERCENTAGES OF SURFACE

CONDITIONS - Lineal Feet

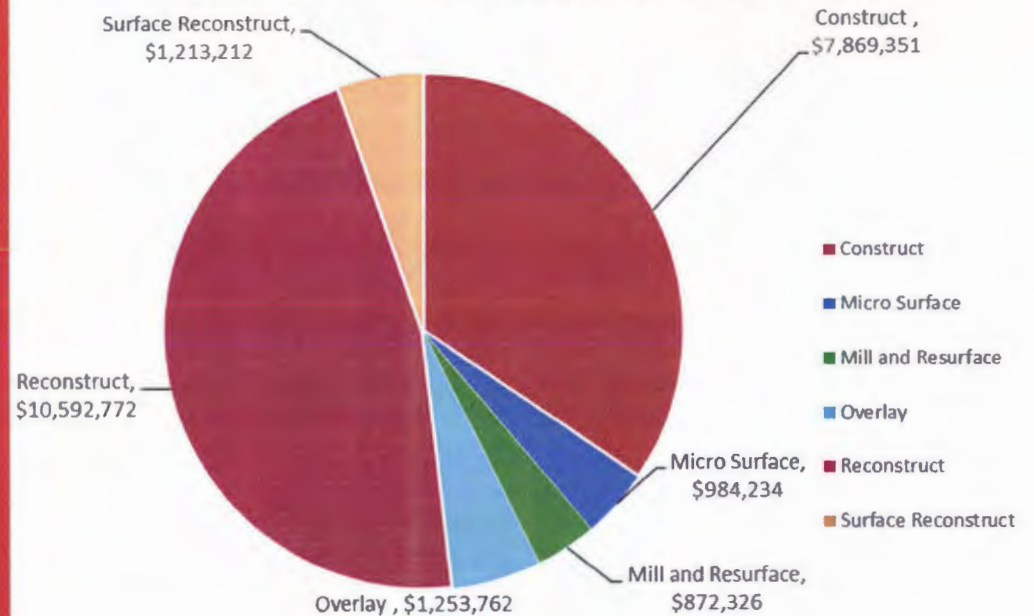


SEVERITY 1 TOTAL COST TO TREAT 2021



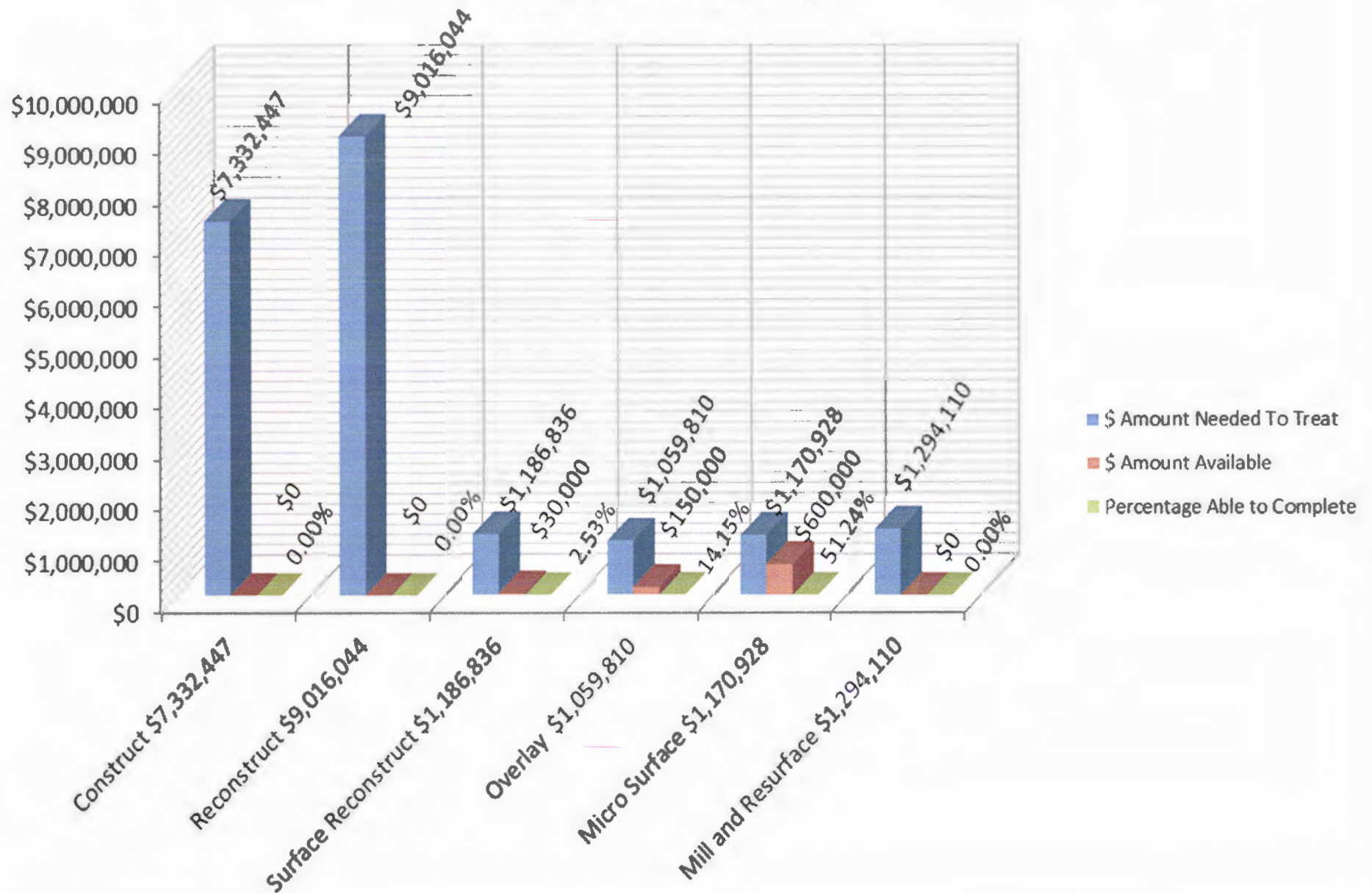
2021 Total cost to treat Severity 1 =
\$21,060,174

SEVERITY 1 TOTAL COST TO TREAT 2020

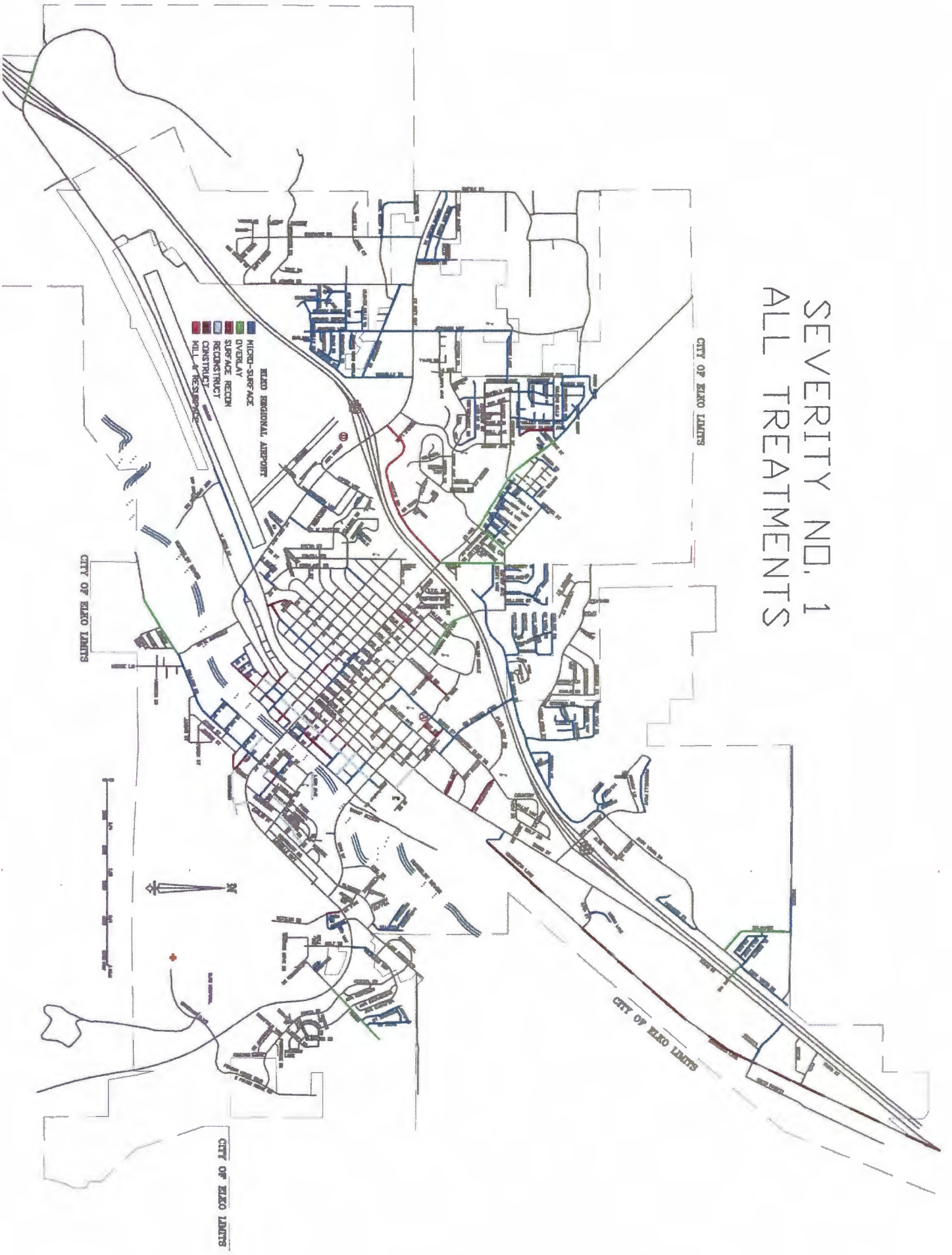


2020 total cost to treat Severity 1 =
\$22,785,657

COST TO TREAT COMPARED TO FUNDS AVAILABLE SEVERITY 1 ONLY



SEVERITY NO. 1 ALL TREATMENTS





CONSTRUCT/RECONSTRUCT CAPITAL CONSTRUCTION FUND SEVERITY RATING 1

There is a total of 9,314 lineal feet with this rating for construction.

That is a total of 1.76 miles.

The estimated cost for new construction is \$7,382,447.

- There will be 80 existing lineal feet, 0 l.f. to be completed after July 1, 2021.
The estimated cost of new construction includes installation of water and sewer lines and is based on \$187.25 per lineal foot.

There is a total of 12,317 lineal feet with this rating for reconstruction.
That is a total of 2.33 miles.

The estimated cost for reconstruction is \$9,016,044.

- The cost of re-construction is based on \$732.00 per lineal foot for a 46' wide street.

NOTE: The Capital Construction Fund monies are being reserved for the Spruce Road Project.

SEVERITY NO. 1 CONSTRUCT & RECONSTRUCT

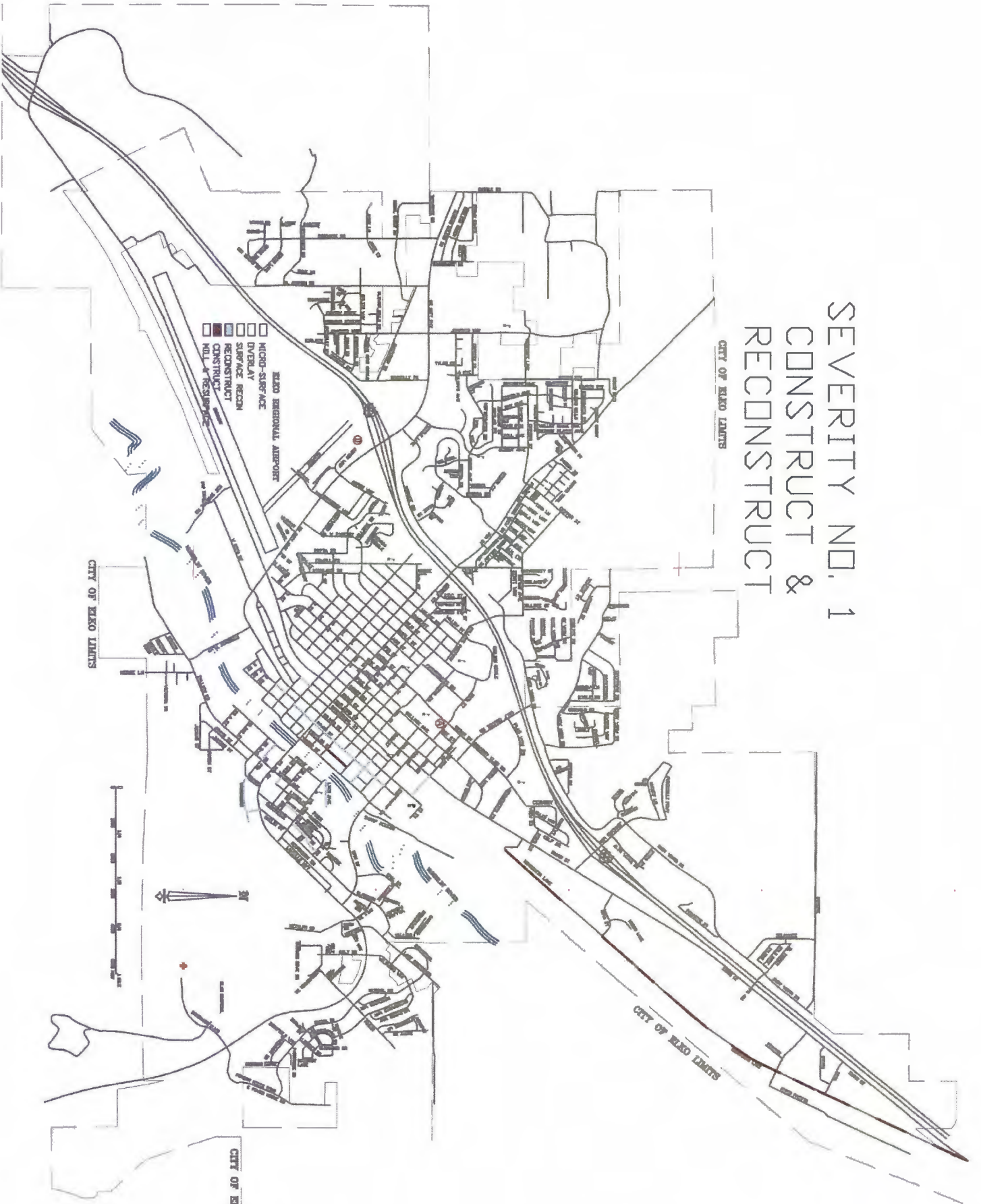
CITY OF EMO LIMITS

STATE OF EMO LIMITS

CITY OF EMO LIMITS

CITY OF EMO LIMITS

- EMO REGIONAL AIRPORT
- OVERLAY
- RECONSTRUCT
- CONSTRUCT
- NO. 1 RESURFACING





SURFACE RECONSTRUCTION GENERAL FUND SEVERITY RATING 1

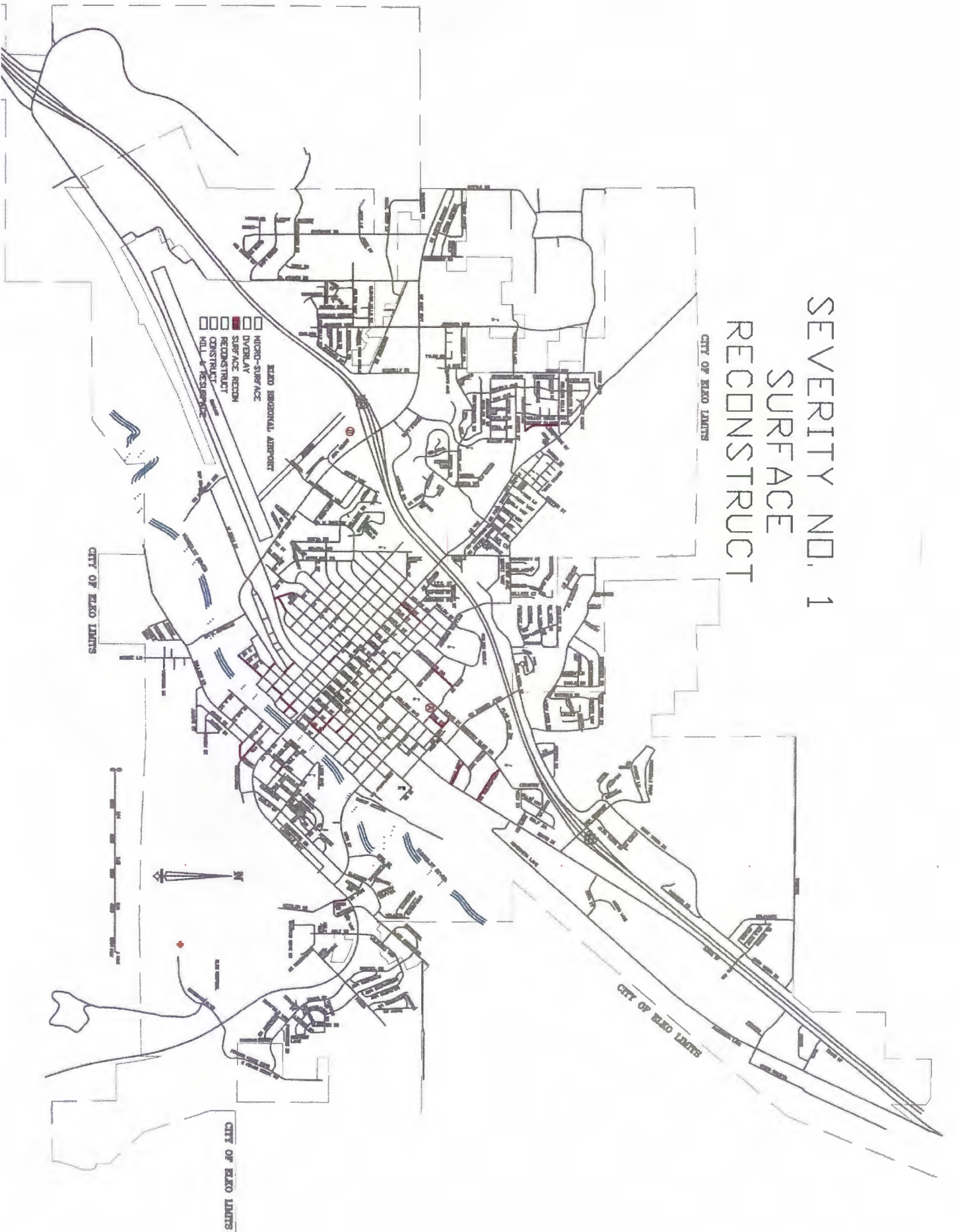
There is a total of 14,129 lineal feet with this rating for surface reconstruct.

That is a total of 2.67 miles. The estimated cost is \$1,186,836.

- The estimated cost is based on \$84.00 per lineal foot for a 46-foot wide street (with City forces).
- There is \$64,000 in the 20/21 budget. ±760 l.f. to be completed before July 1, 2021.
- There is \$200,000 in the hotmix budget.
- Inventories and maintenance classification change on a yearly basis. Inventory is performed annually in early spring.

SEVERITY NO. 1 SURFACE RECONSTRUCT

CITY OF ELKO LIMITS



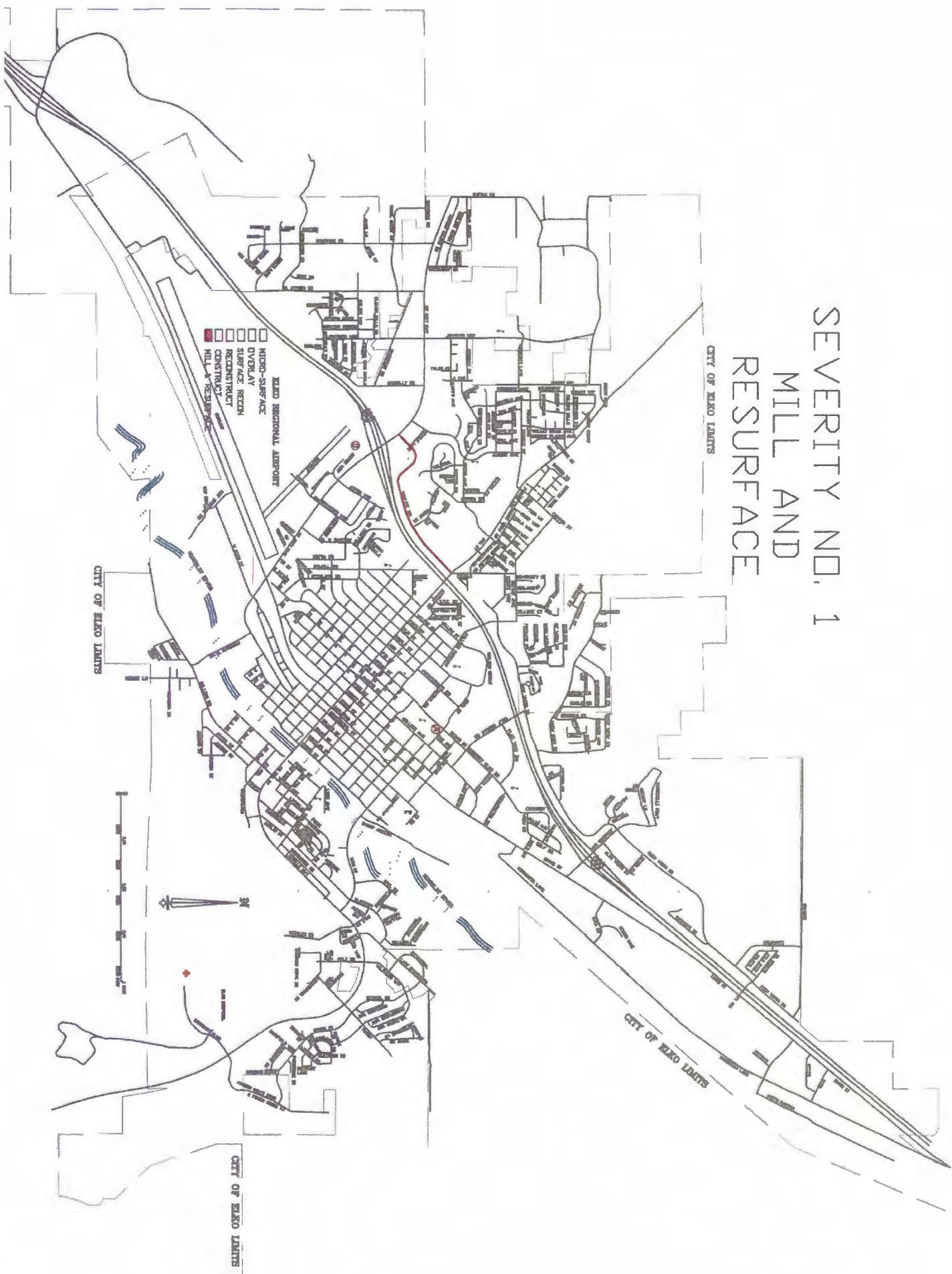
MILLING AND RESURFACING GENERAL FUND SEVERITY RATING 1

There is a total of 4,793 lineal feet with this rating for Milling and Resurfacing.

That is a total of .90 miles. The estimated cost is \$1,294,110.

- The estimated cost is based on \$270.00 per lineal foot for a 46-foot wide street.
- There will be \$0 in the 20/21 budget. ± 0 l.f. to be completed after July 1, 2020.
- There is \$200,000 in the hotmix budget.
- Inventories and maintenance classification change on a yearly basis. Inventory is performed annually in early spring.

CITY OF ELKO LIMITED





OVERLAY GENERAL FUND SEVERITY RATING 1

There is a total of 14,382 lineal feet with this rating for overlay.

That is a total of 2.72 miles. The estimated cost is \$1,059,810.

The estimated cost is based on \$73.69 per lineal foot for a 46-foot wide street with a 2" thick overlay (with City forces).

- There is approximately \$73,000 left in the 20/21 budget (due to snow removal savings).

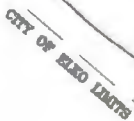
- ±1,956 l.f. to be completed before July 1, 2021.

There is \$200,000 in the FY 21/22 hotmix budget.

- ± 2,160 l.f. to be completed after July 1, 2021.

- Inventories and maintenance classification change on a yearly basis. Inventory is performed annually in early spring.

CITY OF ELKO LIMITS
SEE ATTACHED CITY CHARTER SEE ATTACHED CITY CHARTER



CITY OF INDO HILLS



SLURRY/MICRO SURFACE

SEVERITY RATING 1

There is a total of 146,366 l.f. with this rating for slurry/micro surface. That is 27.72 miles. The estimated cost is \$1,170,928.

- The estimated cost is based on \pm \$8.00 per lineal foot for a 46-foot wide street.
- There is \$550,000 allocated in the 2021/22 budget for street maintenance. \pm 64,685 l.f. to be completed after July 1, 2021.
- Inventories and maintenance classification change on a yearly basis. Inventory is performed annually in early spring

SEVERITY NO. 1
MICRO SLURRY

CITY OF EDO LIMITS

EDO REGIONAL AIRPORT

LEGEND:

- MICRO-SLURRY
- OVERLAY
- SURFACE RECON
- RECONSTRUCT
- MTL & RESURF

CITY OF EDO LIMITS

CITY OF EDO LIMITS

CITY OF EDO LIMITS

Scale: 0 100 200 300 400 500 600 700 800 900 1000

North Arrow

[illegible][illegible]

SEVERITY NO. 1
MICRO SLURRY

CITY OF EDO LIMITS

EDO REGIONAL AIRPORT

LEGEND:

- MICRO-SLURRY
- OVERLAY
- SURFACE RECON
- RECONSTRUCT
- MTL & RESURFACE

CITY OF EDO LIMITS

CITY OF EDO LIMITS

CITY OF EDO LIMITS

Scale: 0 100 200 300 400 500 600 700 800 900 1000

North Arrow

SEVERITY NO. 1
MICRO SLURRY

CITY OF EDO LIMITS

EDO REGIONAL AIRPORT

LEGEND:

- MICRO-SLURRY
- OVERLAY
- SURFACE RECON
- RECONSTRUCT
- MTL & RESURFACE

CITY OF EDO LIMITS

CITY OF EDO LIMITS

CITY OF EDO LIMITS

Scale: 0 100 200 300 400 500 600 700 800 900 1000

North Arrow

CRACK SEAL

- Crack sealing will be done on an as needed basis.
- There is \$20,000 in the 21/22 budget for Crack Sealing.



CITY OF ELKO, NEVADA

2021 CONSTRUCTION SEASON PROJECT LIST

CAPITAL CONSTRUCTION:

Design of Spruce Road Mill & Resurface
and Construction of Phase I

SURFACE RECONSTRUCT

FY 2020/21
FY 2021/22

±760 l.f.
±300 l.f.

Sage Street from 5th Street to 7th Street
4th Street from Silver Street to River Street

OVERLAY: 2021/22

±2,160 l.f.

Delaware Avenue from Ruby Vista Drive
to Statice Street

EXTENSIVE PATCHING:

FY 2020/21

± 3,500 l.f.

5th Street from Chris Avenue to
Brookwood Drive

FY 2021/22

±1,957 l.f.

College Parkway from I-80 Underpass to
Elm Street

±1,950 l.f.

Bullion Road from Errecart Boulevard to
approximately 701 Bullion Road

MICRO SLURRY:

FY 2021/22

±64,685 l.f.

of No. 1 Severity Rating plus the
Corridor Parking lot between 8th & 11th

Total Lineal Feet:

±75,312 l.f.

Total Miles:

±14.26

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to initiate an amendment to Title 8 Chapter 21, Section 4 of the Elko City Code, entitled "Sidewalk Maintenance, Reconstruction, and Repair", and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 23, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The proposed amendment consists of three components: 1) clarify decision-making authority for the reconstruction and/or repair of sidewalks, 2) require that all sidewalk construction, reconstruction, and/or repair comply with applicable federal laws including the Americans with Disabilities Act, and 3) minor adjustments to language for additional clarity. MR**
6. Budget Information:

Appropriation Required: N/A
Budget amount available: N/A
Fund name: N/A
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Title 8, Chapter 21, Section 4 proposed revisions shown with track changes**
9. Recommended Motion: **Move to initiate an amendment to Title 8 Chapter 21, Section 4 of the Elko City Code, entitled "Sidewalk Maintenance, Reconstruction, and Repair" as presented by Staff.**
10. Prepared by: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **David Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution: **N/A**

8-21-4: SIDEWALK MAINTENANCE, RECONSTRUCTION, AND REPAIR:

- A. Responsibility of Property Owners: It is the responsibility of all property owners ~~in the City~~ to reasonably maintain any sidewalk constructed ~~of~~ in a public right of way that abuts the owner's property ~~within the street lines established by the City~~. This Subsection A is not intended and shall not be relied upon to determine the standard of care in any civil action for negligence to include an action asserting negligence per se.
- B. Standards:
1. Except as otherwise provided in the City Code or pursuant to authority granted by the City Code, all sidewalks shall be constructed of concrete with a minimum of four inches (4") in depth and with a width determined as follows:
 - a. Four feet (4') for sidewalks along all unclassified roadways or roadways classified as local residential in the City's Master Plan and along roadways determined by the City Development Department to be functionally equivalent to "local residential" as that term is used in the City's Master Plan; or
 - b. Five feet (5') in width for all other sidewalks, to include sidewalks along roadways classified as residential collector or higher in the City's Master Plan or along roadways determined by the City Development Department to be functionally equivalent to or higher than "residential collector" as that term is used in the City's Master Plan.
 2. ~~If an existing sidewalk on a City block was constructed in a manner consistent with the City Code then in effect, but the sidewalk is inconsistent with existing requirements pertaining to lines and grades, all subsequently constructed sidewalks for the remaining properties in the same block shall be constructed such that uniformity of line and grade is maintained.~~
 2. All sidewalks shall be constructed, maintained, reconstructed and repaired in compliance with current City of Elko standards and federal and state laws, to include all applicable provisions of Title II of the Americans with Disabilities Act, Sections 504 and 795 of the Rehabilitation Act, and the Fair Housing Act.
- C. Reconstruction and Repair:
1. The City ~~Council~~ Development Manager or her or his designee may require the reconstruction or repair of sidewalks under the following circumstances:
 - a. The reconstruction or repair of a sidewalk is required as a condition of approval for a division, merger, or change in the use of the abutting property, or;
 - b. The abutting property owner's actions resulted in damage to the sidewalk necessitating repair or reconstruction; provided the City Development Department may impose an assessment or other charge authorized by law on the abutting property owner for any reconstruction or repair of a sidewalk if the reconstruction or repair is performed by the

City or its contractor in a public right-of-way at the direction of the City ~~Council~~
Development Manager or her or his designee, or a sidewalk in the public right-of-way.

- c. The abutting property owner abandons any existing curb cuts or driveway approaches.
2. Any sidewalk ordered repaired or reconstructed by the City ~~Council~~Development Manager or her or his designee shall be repaired or reconstructed by the owner of the property which abuts upon the sidewalk. The property owner shall ~~complete the reconstruction or repair~~
cause the reconstruction or repair to be constructed by a properly licensed contractor, within a time period set by the ~~Council~~City, not to exceed ninety (90) days. Notwithstanding any other provision in this Section, the City ~~Council shall not require the reconstruction or repair of a sidewalk outside of the construction season generally recognized by the City for projects of a similar type and nature~~ may , at the request of the property owner and in the City's sole discretion, accept an appropriate bond for the needed repairs or reconstruction to allow for completion at a later date due to weather.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Grant, Bargain and Sale Deed and Contract of Purchase and Sale of Vacant Land between the City of Elko and Parrado Partners, LP & Gloria E. Capps, as trustee of the Gloria E. Capps Revocable trust of 1989, as amended January 25, 2011 for the purchase and sale of a parcel of land consisting of 2.223 acres referred to as APN 001-630-087 in the City of Elko, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 23, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **City Council approved the offer of \$175,000 for the purchase of this parcel at their March 9, 2021 meeting. The Contract of Purchase and Sale and Grant, Bargain and Sale Deed are required to open escrow. CL**
6. Budget Information:
 Appropriation Required: NA
 Budget amount available: NA
 Fund name: NA
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Grant, Bargain and Sale Deed, and Contract of Purchase and Sale**
9. Recommended Motion: **Move to approve the Grant Bargain and Sale Deed and Contract of Purchase Sale between the City of Elko and Parrado Partners, LP & Gloria E. Capps, as trustee of the Gloria E. Capps Revocable trust of 1989, as amended January 25, 2011**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Legal**
12. Council Action:
13. Agenda Distribution: **Gary Morfin**
 stampinn@gmail.com

APN: 001-630-087

**Recording Requested
By and Return to:**
Goicoechea, Di Grazia,
Coyle & Stanton, Ltd.
530 Idaho Street
Elko, Nevada 89801

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

**Grantor's Address/
Send Tax Statements to:**
12257 Business Park Drive, Suite. 1
Truckee, California 96161-3330

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE, made this ____ day of March, 2021, by and between **PARRADO PARTNERS, LP**, a California limited partnership and **GLORIA E. CAPPS**, as Trustee of the **GLORIA E. CAPPS REVOCABLE TRUST OF 1989**, as amended January 25, 2011, Grantor, and the **CITY OF ELKO, NEVADA**, a municipal corporation and political subdivision of the State of Nevada, Grantee, and it being specifically understood that any and all references to the words "Grantor" and "Grantee" shall include the masculine, feminine, and neuter genders, and singular and plural, as indicated by the context and number of parties hereto:

W I T N E S S E T H:

FOR VALUABLE CONSIDERATION RECEIVED, Grantor does hereby grant, bargain, sell and convey unto the said Grantee, and to its assigns, heirs, executors, administrators and successors, forever, all its right, title and interest in and to the real property situate in Elko County, Nevada, identified as Assessor's Parcel Number 001-630-087, consisting of a parcel containing 2.223 acres, more or less, located in the City of Elko, County of Elko, State of Nevada, and more particularly described at **Exhibit 1**.

SUBJECT TO any and all exceptions, reservations, restrictions, restrictive covenants, assessments, easements, rights and rights-of-way of record.

TOGETHER WITH any improvements situate thereon.

STATE OF _____)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me, a notary public, on this ____ day of March, 2021,
by _____, who is known to me or satisfactorily proven to
be the person whose name is subscribed to the within instrument.

Notary Public
State of _____

CONTRACT OF PURCHASE AND SALE OF VACANT LAND

THIS CONTRACT made and entered into in duplicate this ____ day of March, 2021, (the "Effective Date") by and between **PARRADO PARTNERS, LP, a California limited partnership and GLORIA E. CAPPS, as Trustee of the GLORIA E. CAPPS REVOCABLE TRUST OF 1989, as amended January 25, 2011 ("SELLERS")** and the **CITY OF ELKO, NEVADA, a municipal corporation and political subdivision of the State of Nevada ("BUYER")**.

R E C I T A L S

WHEREAS, SELLERS desires to sell and BUYER desires to purchase the real property located at 184 Walters Court, Elko, Nevada, commonly known as Assessor's Parcel Number (APN) 001-630-087, consisting of 2.223 acres, more or less, of vacant land and more particularly described in the legal description attached at **Exhibit 1** (the "Property");

WHEREAS, the parties intend that the BUYER shall receive title to the Property by Nevada Grant, Bargain and Sale Deed after approval by the Elko City Council and upon cash payment in the amount of **ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000.00)** at the time of Closing;

WHEREAS, the SELLERS have executed this Contract and a corresponding Grant, Bargain and Sale Deed prior to approval by the City Council; however, the SELLERS understand that the City Council may, in its sole discretion, disapprove this Contract and the transaction contemplated herein, and that this Contract shall not be binding upon the City until it has been approved by the City Council, signed by the Mayor and attested to by the City Clerk;

WHEREAS, in the event the City Council disapproves this Contract, the Grant, Bargain and Sale Deed referenced in the previous Recital will be returned unrecorded to the SELLERS;

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

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

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AGREEMENT

I.

SALE OF PROPERTY

The SELLERS agree to sell to the BUYER and the BUYER agrees to purchase from the SELLERS, free and clear of all liens, liabilities and encumbrances, subject to the terms and conditions set forth in this Contract, the Property, to include any improvements thereon, commonly known as APN 001-630-087, Elko, Nevada, more particularly described in the Recitals of this Contract, *supra*.

II.

PURCHASE PRICE

The BUYER shall pay to the SELLER, in full, in exchange for the purchase of the Property, subject to the terms and conditions contained herein, the sum of **ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000.00)** (hereinafter the "Purchase Price"), payable by the BUYER to SELLERS only in lawful money of the United States of America in cash at Closing.

III.

TITLE TO PROPERTY

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

B. Upon signing this Contract, BUYER may, at BUYER'S expense, obtain a preliminary title report covering the Property. After receipt of the preliminary title report, BUYER shall have **ten (10) business days** to approve or object to any exception listed in the preliminary title report (the foregoing ten-day period is hereinafter referred to as the "Title

Due Diligence Period"). If at the expiration of the Title Due Diligence Period BUYER does not object to title to the Property in the manner set forth below, the title to the Property as shown in the preliminary title report shall be deemed accepted. Objection by the BUYER shall be deemed sufficiently given if sent by letter to SELLERS. Each objection to a title matter in the preliminary title report shall clearly identify the exception or the part of the exception to which the objection applies. The date of mailing is deemed the date of giving such notice. Approval and acceptance of title by BUYER shall be conditioned upon the condition that title of the same quality and nature as that approved, shall be conveyed to and vested in BUYER at Closing.

C. In the event BUYER timely notifies SELLERS of its objection(s) to any item listed as an exception in the preliminary title report, SELLERS shall have the right, but not the obligation, to cure the title objection(s). SELLERS shall inform BUYER in writing not later than **ten (10) business days** after receipt of BUYER'S title objection(s) whether SELLERS shall cure such objection(s), by delivering to the BUYER a Notice of Intent to Cure. The SELLERS' Notice of Intent to Cure shall be deemed sufficiently given if sent by letter to BUYER. The date of mailing is deemed the date of giving the Notice of Intent to Cure. Unless otherwise expressly stated in this Contract, SELLERS' failure to timely deliver a Notice of Intent to Cure shall be deemed SELLERS' election not to cure the title objection(s). BUYER'S election not to object to an exception in the preliminary title report prior to the expiration of the Title Due Diligence period shall be deemed BUYER's waiver of any objections to title to the Property.

D. In the event SELLERS do not deliver to BUYER a Notice of Intent to Cure following BUYER'S title objections given in the manner set forth above, then BUYER may terminate this Contract by giving written Notice of Termination to SELLERS by mail, email or facsimile no less than **ten (10) business days** following delivery of BUYER'S title objections to SELLERS, whereupon BUYER shall have no further obligation hereunder, except for all obligations of BUYER which by their express terms or nature are to survive a termination of this Contract. If BUYER timely and properly terminates this Contract by giving written Notice of Termination to SELLERS, SELLERS and BUYER shall each pay half of the Escrow Agent's escrow cancellation fee, including charges for any title work, preparation of the preliminary title report and providing title exception documents. If BUYER does not terminate this Contract as above provided in this Section III.D, then the condition of title to the Property as stated in the preliminary title report shall be deemed satisfactory to BUYER.

IV.

POSSESSION

BUYER shall have possession of the Property upon Closing.

V.

DUTY TO MAINTAIN PROPERTY

Until the time the Purchase Price is paid in full, SELLERS agree to keep the Property in substantially the same condition, excepting reasonable wear and tear. SELLERS will not make any additions to the Property without the BUYER'S prior written consent.

VI.

ACKNOWLEDGMENT

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

VII.

ESCROW

The SELLERS and BUYER shall open an escrow, within **ten (10) business days** following the Effective Date, with Stewart Title in Elko, Nevada. Upon execution of this Contract by the parties, the SELLERS and BUYER shall execute escrow instructions to be delivered to said escrow agent to carry out the terms hereof and close this sale. SELLERS and BUYER shall thereafter, respectively, execute, pay, deliver and deposit in escrow all documents and payments necessary to close this sale by the escrow agent by the date set for Closing. The escrow instructions shall contain provisions consistent with this Contract, and in the event of variation, this Contract shall control, unless the parties expressly agree in writing that such variation amends this Contract. The parties shall authorize the escrow agent to complete and date documents as necessary to close this sale in accordance with this Contract.

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

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VIII.

CONVEYANCING

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

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

IX.

PRORATIONS

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

A. **Property Taxes and Special Assessments.** All state, county, school district and city taxes and special assessments shall be prorated, with BUYER reimbursing the SELLERS their pro rata share of any prepaid taxes and/or assessments.

B. **Fire Insurance.** See Section XVI (Risk of Loss and Destruction of Assets), below.

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

X.

CONDITION OF PROPERTY

A. **BUYER'S Inspection and Investigations.** BUYER'S obligation to close the escrow created hereunder and purchase the Property is subject to satisfaction of the contingency items set forth below within **ten (10) business days** from the Effective Date (hereinafter the "Inspection Due Diligence Period"):

1. **Physical Inspection.** BUYER'S inspection and approval of the physical condition of the Property. SELLERS hereby grant BUYER and BUYER'S agents or representatives the right to enter the Property from time to time for the purpose of the foregoing inspection.

2. **Studies/Reports.** BUYER'S approval of such studies and reports as it determines are necessary for its evaluation of the Property. Such studies and reports shall be obtained by BUYER at its sole cost and expense and may include, but are not limited to, architectural, engineering, economic, utility studies, soils tests, geotechnical reports, hazardous or toxic substance reports or an environmental audit. BUYER and third parties engaged by BUYER shall have the right to enter the Property to conduct any such study or test. Notwithstanding the foregoing, in no event may BUYER or anyone acting on behalf of BUYER cause any damage or destruction to the Property, nor shall any intrusive tests, to include, without limitation, soil borings or the removal of building materials or components, occur without SELLERS' prior written consent. BUYER agrees to indemnify, defend and hold SELLER harmless from and against any liability for personal injury or property damage caused by any intentional, reckless or negligent act of BUYER or third party engaged by BUYER occurring upon the Property, and further agrees to keep the Property free of liens, and to restore the Property to its former condition to the extent reasonably practicable.

3. **Permits/Approvals.** BUYER'S obtaining such governmental approvals as may be required for BUYER'S proposed development or redevelopment of the Property, upon conditions and in a manner satisfactory to BUYER. SELLERS agree to reasonably cooperate with BUYER and appropriate governmental agencies in obtaining such approvals and executing all documents reasonably necessary for BUYER to secure them.

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

B. **SELLERS' Warranties.** SELLERS represent and warrant to BUYER each of the following:

1. SELLERS are authorized to enter into this Contract.
2. SELLERS are not aware of underground storage tanks located on the Property in which any Hazardous Material, as defined below, has been or is being stored, nor

are SELLERS aware of any spill, disposal, discharge, or release of any Hazardous Material into, upon, from, or over the Property or into or upon ground or surface water on the Property. As used in this paragraph, "Hazardous Material" means any hazardous or toxic substance, material, or waste that is regulated by any federal authority or by any state or local governmental authority where the substance, material, or waste is located.

3. SELLERS know of no actions, suits, claims, investigations or legal or administrative or arbitration proceedings pending or threatened against or affecting the Property.

4. SELLERS have filed all property tax returns which are required to be filed by it with respect to the Property and has paid all such taxes due for all periods prior to date hereof. No deficiencies have been proposed or assessed against the Property by any other taxing authority, and no waivers of statutes of limitations or other extensions of time for the assessment of any tax against the SELLERS are currently in effect.

5. There are no facts or liabilities in existence on the date of this Contract and known to SELLERS which might serve as the basis of any lien upon the Property.

6. SELLERS are not aware that the Property is in violation of any applicable federal, state and local laws, regulations and ordinances, including, without limitation, the Elko County Code, the Nevada State Fire Marshal Law (NRS Chapter 477) and the federal Americans with Disabilities Act.

7. SELLERS are aware of no defect on or in the Property other than as noted in the property inspection (if any).

8. The representations and warranties made by SELLERS are substantially correct on the Closing date, except as affected by transactions contemplated herein and changes occurring in the ordinary course of business, with the same force and effect as though such representations and warranties had been made on the closing date.

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

XI.

REAL ESTATE COMMISSIONS/REFERRAL FEES

The Parties agree that there are no real estate broker commissions or referral fees associated with this purchase and sale.

XII.

CLOSING

This sale shall close **thirty (30) calendar days** from the date this Contract is approved by the Elko City Council, unless prior to such date, all title and other conditions precedent to sale have been satisfied, and all documents, and payments necessary to close this sale have been deposited with the escrow agent, in which event, the escrow agent shall thereupon close this sale and escrow. The parties may extend Closing from time-to-time by mutual written agreement as necessary to complete all matters required by this Contract. The place of closing shall be the offices of Stewart Title, 810 Idaho Street, Elko, Nevada, or such other location in the State of Nevada as may be mutually agreed between the parties.

XIII.

SALE COSTS

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

A. The SELLERS shall pay:

1. SELLERS' legal fees.
2. SELLERS' title insurance policy premium.
3. Any costs incurred to provide title as specified herein.
4. SELLERS' share of prorations pursuant to this Contract.

B. The BUYER shall pay:

1. BUYER'S legal fees.
2. BUYER'S share of prorations pursuant to this Contract.
3. Recording fees for Notice of Contract (if any).
4. BUYER'S ALTA title insurance policy premium.
5. The real property transfer tax.
6. The escrow fee.

XIV.

RIGHT OF OCCUPANCY

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

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XV.

DEFAULT AND REMEDIES

If BUYER defaults in performance or fails or refuses to close this sale for reasons other than those permitted by this Contract, then SELLERS shall be entitled to pursue any remedies available at law or equity, to include an action for specific performance.

If SELLERS default in performance or fails or refuses to close this sale for reasons other than those permitted by this Contract, then BUYER shall be entitled to pursue any remedies available at law or equity, to include an action for specific performance.

XVI.

RISK OF LOSS AND DESTRUCTION OF THE ASSETS

SELLERS assume all risk of loss due to fire or other casualty up to the time of Closing and delivery of possession to BUYER.

XVII.

ADDITIONAL TERMS

A. Except as otherwise provided herein, this Contract constitutes the entire agreement between the parties and supersedes all prior agreements, offers and negotiations relating to the subject matter described herein and may not be amended except by an agreement in writing signed by the parties.

B. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective personal representatives, heirs, assigns and successors, subject to the restriction on assignment contained herein.

C. This Contract and the provisions hereof shall be construed, given effect and governed by the laws of the State of Nevada, and, in the event of a breach of this Contract by any of the parties, the other party shall have all remedies at law or equity provided by the laws of the State of Nevada.

D. The captions and headings of the sections hereof are for convenience only and shall not control or effect the meaning or construction of any of the terms or provisions of this Contract.

E. Should either party be required to enforce or interpret the terms and conditions of this Contract through legal process, the prevailing party shall be entitled to an award of reasonable attorney fees and costs.

F. Each party has reviewed this Contract and has consulted with its own legal counsel (or has had the opportunity to do so); accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.

G. In the event that one or more of the provisions, or portions thereof of this Contract is determined to be illegal and unenforceable, the remainder of this Contract shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

H. Each party shall exercise best efforts to fulfill the terms and conditions of this Contract in an expeditious manner.

I. A PDF or facsimile signature to this Contract shall have the same force and effect as an original.

J. The parties understand that the law firm of Goicoechea, Di Grazia, Coyle and Stanton, Ltd. drafted this Contract on behalf of the BUYER. The parties further understand that no tax advice has been given to the parties by the law firm of Goicoechea, Di Grazia, Coyle and Stanton, Ltd. in this transaction, and that each party has been encouraged to seek independent tax advice regarding this Contract.

K. The District Court for the Fourth Judicial District in and for the County of Elko, State of Nevada, shall have jurisdiction and venue over all disputes arising under this Contract.

L. All provisions contained in this Contract shall be deemed remade at closing and shall survive the closing.

M. All notices that may be required by this Contract shall be sent to the respective parties at the addresses appearing below:

SELLERS:

Parrado Partners, LP
12257 Business Park Drive, Suite. 1
Truckee, California 96161-3330

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BUYER:

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

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

N. Neither party may assign this Contract in whole or in part without the prior written consent of the other party.

O. The parties agree that time is of the essence.

P. The parties hereby unconditionally waive their right to a jury trial of any claim or cause of action based upon or arising out of, directly or indirectly, this Contract, any dealings between the parties relating to the subject matter hereof, and/or the relationship that is being established between the parties. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court (including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims). This waiver is irrevocable, meaning that it may not be modified either orally or in writing, and the waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Contract. In the event of litigation, this Contract may be filed as a written consent to a trial by the court.

Q. Either party shall have the right to record a Notice of Contract or any other public document evidencing the existence of the relationship (or any part thereof, to include the right of first refusal) between the parties pursuant to this Contract.

R. BUYER and SELLERS will cooperate in changing all utilities to reflect the new ownership.

S. Notwithstanding any other provision contained herein, BUYER shall be solely responsible for the cost of inspections, permits, licenses and other expenses paid to third-parties, other than the escrow and the broker, in connection with this transaction and BUYER'S intended use of the Property.

IN WITNESS WHEREOF, this Contract has been executed in duplicate by the

parties hereto on the day and date first above written.

SELLERS:

**PARRADO PARTNERS, LP, a
California limited partnership**

By: _____

Its: _____

**GLORIA CAPPS, TRUSTEE OF THE
GLORIA E. CAPPS REVOCABLE
TRUST OF 1989, AS AMENDED
JANUARY 25TH, 2011**

BUYER:

CITY OF ELKO

**By: _____
REECE KEENER, MAYOR**

ATTEST:

KELLY WOOLDRIDGE, CITY CLERK

EXHIBIT 1

Parcel 2 as shown on that certain Parcel Map for Parrado Partners, LP & Gloria E. Capps, as Trustee of the Gloria E. Capps Revocable Trust of 1989, as amended January 25, 2011, filed in the office of the County Recorder of Elko County, State of Nevada on February 5, 2015, as File No. 694903, being a portion of Sections 11 and 14, Township 34 North, Range 55 East, M.D.B.&M.

EXCEPTING THEREFROM an undivided $\frac{1}{2}$ interest in and to all coal, oil, gas and other minerals of every kind and nature whatsoever, lying in or under said land reserved by Mildred D. McBride, in Deed recorded January 31, 1973, in Book 173, Page 534, Official Records, Elko County, Nevada

**Elko City Council
Agenda Action Sheet**

1. Title: **Review and possible action to repeal the Elko City Council's March 18, 2020 Emergency Declaration, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 23, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **After one (1) year of operating under various State of Nevada Emergency Directives, City Staff recommends repealing the March 18, 2020 Emergency Declaration made by the Elko City Council. CC**
6. Budget Information:

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

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, discussion, and possible action with regard to “Take Pride - Clean Up Green Up” event originally scheduled for April 24, 2021, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 23, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **Due to Statewide COVID-19 restrictions currently in place for large gatherings, City Staff has canceled the April 24, 2021 volunteer cleanup event. In addition to COVID restrictions, liability concerns prevent this event from occurring at this time. Free Landfill Day remains available on April 24, 2021.**
6. Budget Information:

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

**Elko City Council
Agenda Action Sheet**

1. Title: **First reading of Ordinance No. 858, and ordinance amending Title 4, Chapter 6, Section 13 entitled Uses and Purposes of Transient Lodging Tax Proceeds, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 23, 2021**
3. Agenda Category: **ORDINANCE**
4. Time Required: **5 Minutes**
5. Background Information: **On March 9, 2021 the City Council approved a request by the Elko Visitors and Convention Authority to initiate a change in how the room tax funds could be spent in order to give the ECVA some flexibility in their budget.**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Ordinance 858**
9. Recommended Motion: **Conduct first reading of Ordinance 858, and set for a public hearing, second reading, and possible adoption.**
10. Prepared by: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **katie@elkocva.com**

Ordinance 858

An ordinance amending Title 4, Chapter 6, Section thirteen (13) of the Uses and Purposes of Transient Lodging Tax Proceeds regarding Marketing/Tourism Promotion.

Whereas, the Elko Convention and Visitors Authority is a recipient of Transient Lodging Taxes,

Whereas, the Elko Convention and Visitors Authority and the City of Elko desires to amend the uses and purposes of transient lodging taxes in order to increase budgeting flexibility for the Elko Convention Center and Visitors Authority.

SECTION 1: Title 4, Chapter 6, Section 13 entitled "Uses and Purposes of Transient Lodging Tax Proceeds: of the Elko City Codes is hereby amended as follows:

4-6-10: ALLOCATION AND USE OF TRANSIENT LODGING TAX FUNDS:

The Transient Lodging Tax in the total amount of fourteen percent (14%) of the gross income actually received, excluding the Lodging Tax, by each licensee for transient lodging rentals pursuant to section 4-6-2 of this chapter shall be allocated and used by the City on the following percentages under the following categories. The Transient Lodging Tax allocation shall be reviewed annually by the City Council:

F. All proceeds from the gross income actually received, excluding the Lodging Tax, by each licensee for transient lodging rentals for the marketing/tourism promotion Transient Lodging Tax in the amount of one and three-fourths percent (1 3/4%) shall be paid to the Elko Convention and Visitors Authority on the condition that it creates a separate marketing and tourism promotion fund to account for all collections and expenditures made on and after July 1, 2001.

4-6-13: USES AND PURPOSES OF TRANSIENT LODGING TAX PROCEEDS:

The City Council shall use the proceeds of the Transient Lodging Tax provided by this chapter for the following use, uses, purpose or purposes, or any one or more thereof, at such times, in such amounts and in such manner as they shall determine, from time to time:

F. Marketing/Tourism Promotion On Transient Lodging Tax Fund:

1. To use for marketing *and destination development* efforts to increase *business and leisure* travel to Elko ~~by tourists~~, on a *state, regional*, national and ~~or regional~~ *international* level. The Elko Convention and Visitors Authority will determine the appropriate marketing *campaigns, sponsorships*, packages and programs to be funded by this tax.
2. This tax may ~~not~~ be used for administration or overhead *related to marketing of Elko Convention & Visitors Authority facilities and tourism to the area* for the Elko Convention and Visitors Authority.
3. The City will exercise reasonable efforts to provide, on a monthly basis, summary reports of the confidential room occupancy reports to the Elko Convention and Visitors Authority and the City Council as a tool to monitor the success of the marketing efforts funded by this tax.

SECTION 2: All ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict.

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

SECTION 4: That adoption, the City Clerk of the City of Elko is hereby directed to have this Ordinance published, by title only, together with the Councilmen voting for or against its passage, in the Elko Daily Free Press newspaper, a newspaper printed and published in the City of Elko, for at least one publication.

SECTION 5: This Ordinance shall be effective upon the publication mentioned in Section 4.

PASSED AND ADOPTED this _____ day of _____, 2021 by the following vote of the Elko City Council.

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this ____ day of _____, 2021.

CITY OF ELKO

By: _____
REECE KEENER, Mayor

ATTEST:

Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a variance, related to the expansion of an existing facility located at 355 West River Street, from Section 3-8-5 Subsection 3 of the Elko City Code which stipulates a lowest floor elevation requirement of two feet above the base flood elevation, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 23, 2021**
3. Agenda Category: **PETITION**
4. Time Required: **15 Minutes**
5. Background Information: **The property owner is proposing an expansion of an existing warehouse located at 355 West River Street. The owner's engineer has filed a variance request allowing for a lower floor elevation of 1.1 feet above base flood elevation for both the existing structure and the expansion area. The variance request of 0.9 feet less than the required two feet above base flood elevation stipulated in the code. The basis for the request is to match the existing floor elevation which was approved for construction under different guidelines in effect at the time of development. BT**
6. Budget Information:

Appropriation Required: N/A
Budget amount available: N/A
Fund name: N/A
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:

**1. Variance request submittal from Mr. Tom Ballew of High Desert Engineering
2. Memo from the City Civil Engineer, Bob Thibault**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared by: **Bob Thibault, Civil Engineer**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Tom Ballew
tcballew@frontiernet.net**



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

Memorandum

To: Elko City Council
From: Bob Thibault, Civil Engineer
RE: 335 West River Street, Epiroc, Flood Plain Variance Request
Date: March 12, 2021
Cc: Thomas Ballew, P.E. High Desert Engineering

The findings below were developed in conjunction with input from Mr. Thomas Ballew, P.E., of High Desert Engineering. Refer to Mr. Thomas Ballew's submittal dated March 2, 2021 for additional information. Findings are presented below and identified with bold font.

Section 3-8-6 Variance Procedures - In passing upon requests for variances, the city council shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter, and:

1. **Alterations of watercourses are not proposed.**
2. **FIRM revision September 4, 2013 shows the existing structure is within a Special Flood Hazard Area (SFHA) zoned AE, with Base Flood Elevations determined.**
3. **Elevation certificates are required for development or substantial improvements for the property.**
4. **This entire parcel is located within this AE Special Flood Hazard zone, and the Base Flood Elevation varies across the parcel.**
5. **The base flood elevation at the location of the proposed building expansion, based on the FEMA mapping and the FIS Flood Profile, is 5057.4 feet above mean sea level. The City code requires that the proposed lowest floor elevation be constructed 2.0' higher than the base flood elevation which would place the lowest floor elevation at 5059.4 feet above mean sea level. FEMA requires that the proposed lowest floor elevation be constructed at or above the base flood elevation which would require that the lowest floor elevation be constructed at or above 5057.4 feet above mean sea level. Epiroc requests that the lowest floor be constructed at an elevation of 5058.5 feet above mean sea level which is 1.1 feet higher than the base flood elevation. This would place the lowest floor elevation 1.1' higher than that required by FEMA and only 0.9' lower than that required by City of Elko codes.**
6. **During the flood that occurred in February of 2017, flood waters did encroach onto this property, but did not reach any of the buildings**

3-8-6 B 1 (a) - The danger of materials being swept onto other lands and injuring others;

1. **The proposed lowest floor elevation is 0.9 feet lower than the minimum lowest floor elevation required under city code.**
2. **All materials stored within the building will be protected from being swept away due to the fact that the materials will be stored a minimum of 1.1 feet higher than the base flood elevation.**

3-8-6 B 1 (b) - The danger to life and property due to flooding or erosion damage;

1. **Because the existing building and the proposed addition are 1.1 feet higher than the BFE, the potential danger is reduced.**

3-8-6 B 1 (c) - The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the existing individual owner and future owners of the property;

1. **Because the proposed addition is 1.1' higher than the BFE, it would not be susceptible to the 1% chance flood, also known as the 100 year flood, but might be susceptible to more significant floods.**

3-8-6 B 1 (d) - The importance of the services provided by the proposed facility to the community;

1. **The company is a major supplier to the construction and mining industries in the area.**

3-8-6 B 1 (e) - The necessity to the facility of a waterfront location, where applicable;

1. **NA**

3-8-6 B 1 (f) - The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;

1. **As discussed in the letter from Mr. Ballew, alternative locations for an expansion of the business have been discounted as impractical for the following reasons:**
 - a. **Creating a separate building on the same parcel is not practical due to the limited size of the property, the existing buildings on the property, and the need to maintain open areas for circulation of the large vehicles that frequent the property.**
 - b. **Splitting the warehousing function into two separate buildings would require additional staffing.**

3-8-6 B 1 (g) - The compatibility of the proposed use with existing and anticipated development;

1. **The proposed use of the building expansion will be identical to the existing use of the existing building.**

3-8-6 B 1 (h) - The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

1. **The proposed use of the building is not changing with the building expansion, and will remain as a warehouse.**

3-8-6 B 1 (i) - The safety of access to the property in time of flood for ordinary and emergency vehicles;

1. **Access to all of the buildings on the property will not be affected by this proposed building expansion.**

3-8-6 B 1 (j) - The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters expected at the site;

1. **The proposed variance will not result in increased flood elevations, velocities, duration, rate of raise, or transport of sediment.**

3-8-6 B 1 (k) -The cost of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.

1. **The proposed variance has no effect on public utilities or public infrastructure.**
2. Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:
 - a. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as twenty-five dollars (\$25.00) for one hundred dollars (\$100.00) of insurance coverage;
 - b. Such construction below the base flood level increases risks to life and property. It is recommended that a copy of the notice shall be recorded by the floodplain administrator in the office of the Elko County recorder and shall be recorded in a manner so that it appears as an exception on the title of the affected parcel of land.

The proposed expansion would not be below the base flood elevation.

3. The floodplain administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the federal insurance administration, federal emergency management agency.

C. Conditions for Variances:

1. Generally, variances may be issued for new construction, substantial improvements, and other proposed new development to be erected on a lot of one-half ($1/2$) acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the procedures of sections 3-8-4, "Administration", and 3-8-5, "Provisions For Flood Hazard Reduction", of this chapter have been fully considered. As the lot size increases beyond one-half ($1/2$) acre, the technical justification required for issuing the variance increases.

The lot size is 3.33 acres. The technical justification presented by the developer's engineer relates to matching the proposed floor elevation to the existing floor elevation.

2. Variances may be issued for the repair or rehabilitation of "historic structures", as defined in section 3-8-2, "Definitions", of this chapter, upon a determination that the proposed repair or

rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

The structure is not a historical structure.

3. Variances shall not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.

The proposed building expansion is not located in the floodway.

4. Variances shall only be issued upon a determination that the variance is the "minimum necessary" considering the flood hazard, to afford relief. "Minimum necessary" means to afford relief with a minimum of deviation from the requirements of this chapter. For example, in the case of variances to an elevation requirement, this means the city council need not grant permission for the applicant to build at grade, or even to whatever elevation the applicant proposed, but only to that elevation which the city council believes will both provide relief and preserve the integrity of the local ordinance.

The variance request to build at 1.1' above the base flood elevation meets "minimum necessary" standard.

5. Variances shall only be issued upon a:

- a. Showing of good and sufficient cause such as renovation, rehabilitation, or reconstruction. Variances issued for economic considerations, aesthetics, or because variances have been used in the past are not good and sufficient cause.

This project is an expansion of an existing warehouse. The added warehouse space will join the existing warehouse space without any separating walls or barriers. The floor elevations of the new and existing warehouse need to match to avoid operational and safety concerns related to arrangement and placement of product storage racks, movement of fork lifts and pallet jacks, and the movement of warehousemen with hand-held loads or hand carts.

- b. A determination that failure to grant the variance would result in exceptional "hardship", as defined in section 3-8-2, "Definitions", of this chapter, to the applicant.

Failure to grant this variance would force the Owner to abandon this site and building, or to build an addition that creates safety concerns. This project is an addition to an existing building in a previously developed industrial area. In addition to the extreme financial hardship that would occur if the Owner were not allowed to expand, joining new warehouse space at a different floor elevation than the existing warehouse space would have the effect of creating an unsafe workplace. Failure to grant this variance of 0.9 feet would result an exceptional hardship to the Owner.

- c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create a nuisance, as defined in section 3-8-2 of this chapter, cause fraud or victimization, as defined in section 3-8-2 of this chapter, of the public, or conflict with existing local laws or ordinances.

Because the proposed building expansion will be elevated 1.1 feet above the Base Flood Elevation, the granting of this variance will not result in increased flood heights, threats to public safety, public expense, or create a nuisance, or cause fraud or victimization.

6. Variances may be issued for new construction, substantial improvement, and other proposed new development necessary for the conduct of a functionally dependent use provided that the provisions of subsections C1 through C5 of this section are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety and does not create a public nuisance.

Provisions C1 through C5 are satisfied as documented.

7. Upon consideration of all the factors of subsection B, "Appeal Board", of this section and the purposes of this chapter, the city council may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter.

No conditions are recommended.

8. The city council shall maintain the records of all appeal actions and report any variance to the federal emergency management agency upon request.

It is important to note that granting the variance will NOT violate the requirements of FEMA. FEMA requires that the lowest floor elevation be at or above the base flood elevation.

The variance is needed in order to satisfy the Elko City Code which requires that the lowest floor elevation be 2.0 feet above the base flood elevation. The variance will allow the lowest floor elevation to be 1.1 feet above the base flood elevation.

9. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. (Ord. 736, 6-14-2011)

The elevation of the lowest floor will not be below the base flood, but 1.1 feet above it.

Sincerely,

Bob Thibault, P.E., P.L.S.

City of Elko
Civil Engineer

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



Consulting Civil Engineering
Land Surveying
Water Rights

March 2, 2021

Scott Wilkinson, Assistant City Manager
City of Elko
1751 College Avenue
Elko, NV 89801

Re: Epiroc, 355 West River Street, Elko, Nevada

Dear Mr. Wilkinson:

On behalf of Danny Byington, owner of the Epiroc parcel at 355 West River Street, I am requesting a variance from the City of Elko Floodplain Management Ordinance. The assessor's parcel number affected by this request is 001-380-004. The legal description for this parcel is a metes and bounds description and can be provided to you if needed.

Mr. Byington is proposing the expansion of an existing building to serve his tenant, Epiroc. Epiroc is an equipment and service provider to the mining industry and has been a long time tenant on the property. There are currently four (4) buildings on the site providing office space, shop space and warehousing. They are in need of additional warehousing space on the site.

The existing warehouse is a pre-engineered metal building, 6,000 SF in size (60-feet wide x 100-feet long). It has a completely open floor area with racks for parts, materials, and equipment storage. The addition would add two (2) more bays to the back of the building, extending its length to approximately 164 feet. The addition would also be an open floor area just like the existing building.

Below is my discussion regarding the variance requirements contained in the Elko City Code:

Section 3-8-5, paragraphs A-3 and A-5: Provisions for Flood Hazard Prevention

These paragraphs require that the lowest floor of the proposed addition be elevated to a height of two (2) feet above the base flood elevation; or that the building be flood-proofed to a height of two (2) feet above the base flood elevation. To comply with these requirements, the floor elevation of the addition would need to be approximately one foot (1.0') higher than the existing floor. Moving product and equipment between these different floor elevations would require an extended length of ramp and would be very difficult, if not impossible, to align the racking, align the aisles and to operate a hand truck, pallet jack or forklift in these conditions in a safe manner.

Section 3-8-6, paragraph B: City Council considerations.

- a. The purpose of the addition is to maintain the equipment and materials in a controlled environment that is not subject to flooding which will prevent the possibility of materials being swept onto other lands. The finish floor elevation of the proposed addition will be approximately 1.1 feet above the base flood elevation and, therefore, not subject to flooding during the base flood event.
- b. The majority of the site is currently hard surfaced and not subject to erosion issues. This will not change with the construction of the proposed addition. There will be no danger to life and property due to flooding or erosion damage caused by the granting of the variance.
- c. The proposed addition will be constructed approximately 1.1 feet above the base flood elevation, therefore, the proposed facility and its contents will not be susceptible to flood damage during the base flood event.
- d. Epiroc is a major supplier to the construction and mining industries throughout northeastern Nevada and a significant Elko employer. An inability to expand on its current site may cause the Company to relocate, possibly out of the City of Elko.
- e. Not applicable.
- f. Alternative locations on this site for expansion of the warehousing function have been discounted as impossible or impractical for the following reasons:
 1. Adding a warehouse building of a similar size on this site is not possible due to the limited size of the property, the locations of other buildings on the property, and the need to maintain the current open areas for large vehicle and equipment circulation.
 2. Splitting the warehousing function into two separate buildings would require additional staffing making the expansion impractical.Alternate compatible locations within the Elko area have been explored, but are very expensive alternatives as this would require relocation of the entire Elko operation.
- g. The current zoning of the site, and the surrounding properties, is GI – General Industrial. This is compatible with the existing and proposed uses of the site.
- h. The use of the property is compatible with both the existing conditions and the proposed conditions of the City of Elko Master Plan.
- i. The proposed use of the property will not result in increased flood elevations and, therefore, does not compromise access to the property.
- j. Construction of the proposed addition will not result in increased heights, velocities, duration, rate of raise, or transport of sediment as the proposed addition will be above the base flood elevation.
- k. The cost of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges, will not change due to the fact that the proposed building addition will be placed higher than the base flood elevation for the site.

Section 3-8-6, paragraph C: Conditions for Variances.

1. This section of the Elko City Code allows for the granting of a variance for floor elevation requirements "for new construction, substantial improvements ... to be erected on a lot of one-half (1/2) acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level". It further states that "as the lot size increases beyond one-half (1/2) acre, the technical justification required for issuing the variance increases". This project fits these conditions with the exception of the acreage requirement. Regarding that, it is our opinion that need for the proposed building addition to be at the same level as the existing building provides the additional technical justification required for issuing the variance.
2. By definition, the existing warehouse is not classified as a "historic structure".
3. No part of the subject property is within the mapped regulatory floodway.
4. Issuing the variance would amount to a small allowance in the elevation of the proposed addition. This is a minimal amount considering that the addition will be an extension of an existing structure and will provide additional area for an existing use. The variance will not allow the addition to be placed below the base flood elevation but, rather, approximately 1.1 feet above the base flood elevation.
5.
 - a. This variance request is in support of a relatively small (4,500 sf) addition, and will include some renovation of the existing warehouse building.
 - b. The location of the existing warehouse and the area of the proposed expansion are confined by other buildings and property lines. The warehouse expansion is limited in size (4,500 sf) by these existing constraints. Elevating the floor of a relatively small addition 1-foot above the floor of the existing warehouse would require ramping inside and/or outside of the addition, thereby reducing its usability of the addition to the point of making the addition not feasible. Ramps and/or steps in a warehouse environment are also safety concerns when moving stored material or equipment by forklift, pallet jack, or hand cart.
 - c. Considering the floor elevation of the structure and the proposed expansion are 1-foot above the base flood elevation, there is no increased risk to increased velocities of flood waters or increased ponding of flood waters
6. Provisions C1 through C5 are satisfied. Again, the addition will not be located below the base flood elevation.

To summarize, Mr. Byington is requesting a 1.0 foot variance from the requirement that either the lowest floor of the proposed addition be elevated to a height of two (2) feet above the base flood elevation; or that the building be flood-proofed to a height of two (2) feet above the base flood elevation.

If this variance is approved, the proposed addition will still be constructed approximate 1.1 feet higher than the base flood elevation. In the past, in my discussions with the State of Nevada FEMA Coordinator, I have been advised that the FEMA requirement is that these types of structures be constructed so that the finish floor elevation is at or above the base flood elevation. By constructing the addition at 1.1 feet above the base flood elevation, the building will meet their requirements.

Scott Wilkinson, Assistant City Manager
City of Elko, Nevada

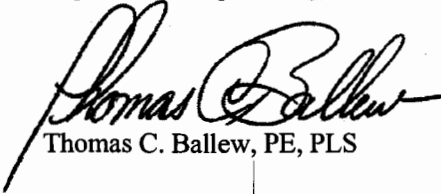
Byington Variance Request
page 4 of 4

I have attached for your reference the following items:

- Existing site plan showing the location of the existing improvements on the site.
- Proposed site plan showing the location of the proposed warehouse addition.
- Proposed floor plan for both the existing warehouse and the proposed addition, showing the proposed placement of the new racking and aisles.
- Copy of the current City of Elko Flood Insurance Rate Map, community – panel number 320010.0003 C, showing the location of the proposed development in relation to the zone AE flood hazard area.
- Copy of the FEMA FIS Flood Profile for the area as provided to us by Mr. Bob Thibault.

Thank you for your consideration of this matter. Please feel free to contact me if you have any questions or require any additional information regarding this request.

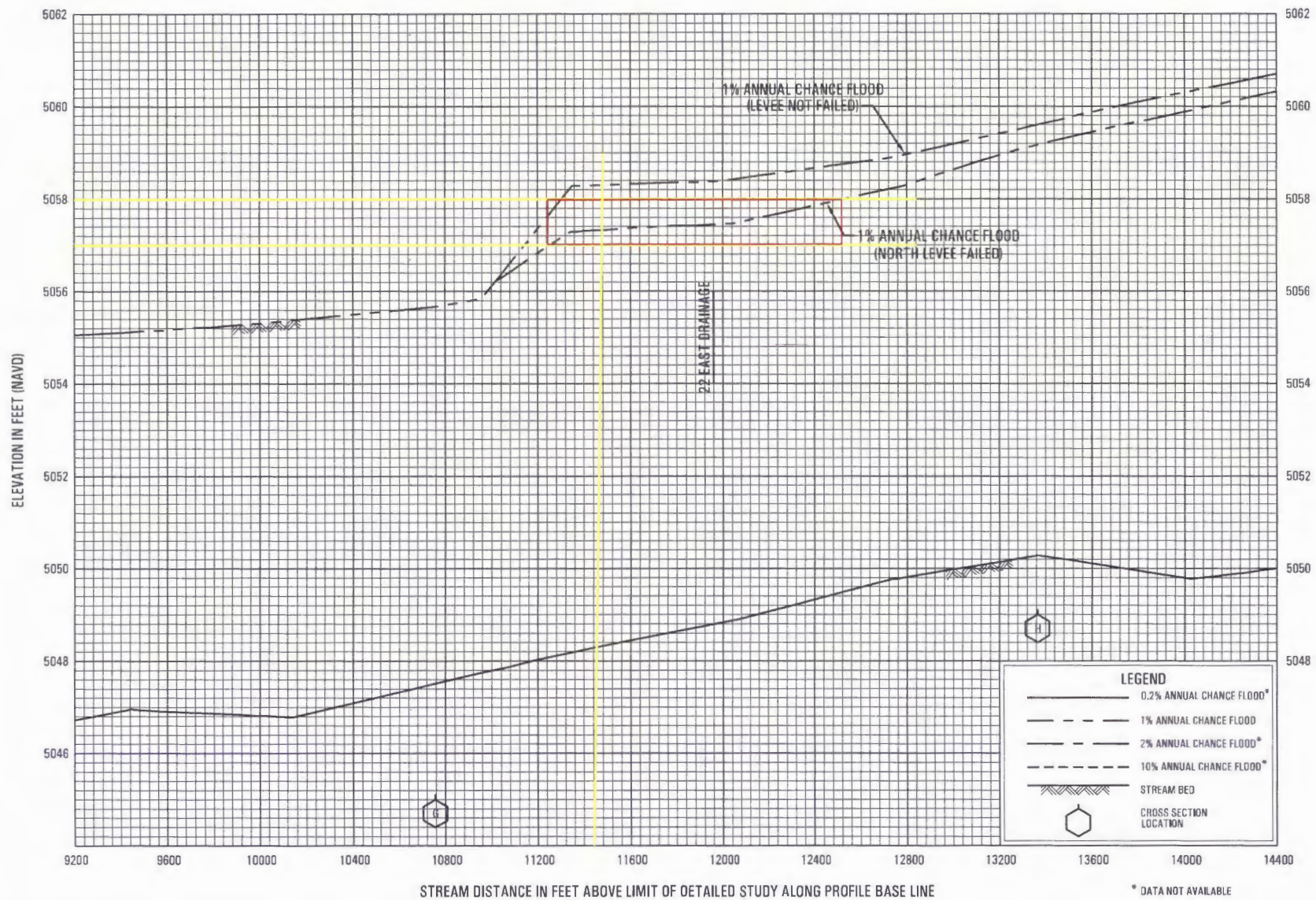
Sincerely,
High Desert Engineering, LLC



Thomas C. Ballew, PE, PLS

enclosures

cc Dan Byington (w/ attachments)
Pat Walsh, ZGA Architects (w/ attachments)
Robert Thibault, PE, PLS, City of Elko (w/ attachments)
Michele Rambo, City of Elko (w/ attachments)

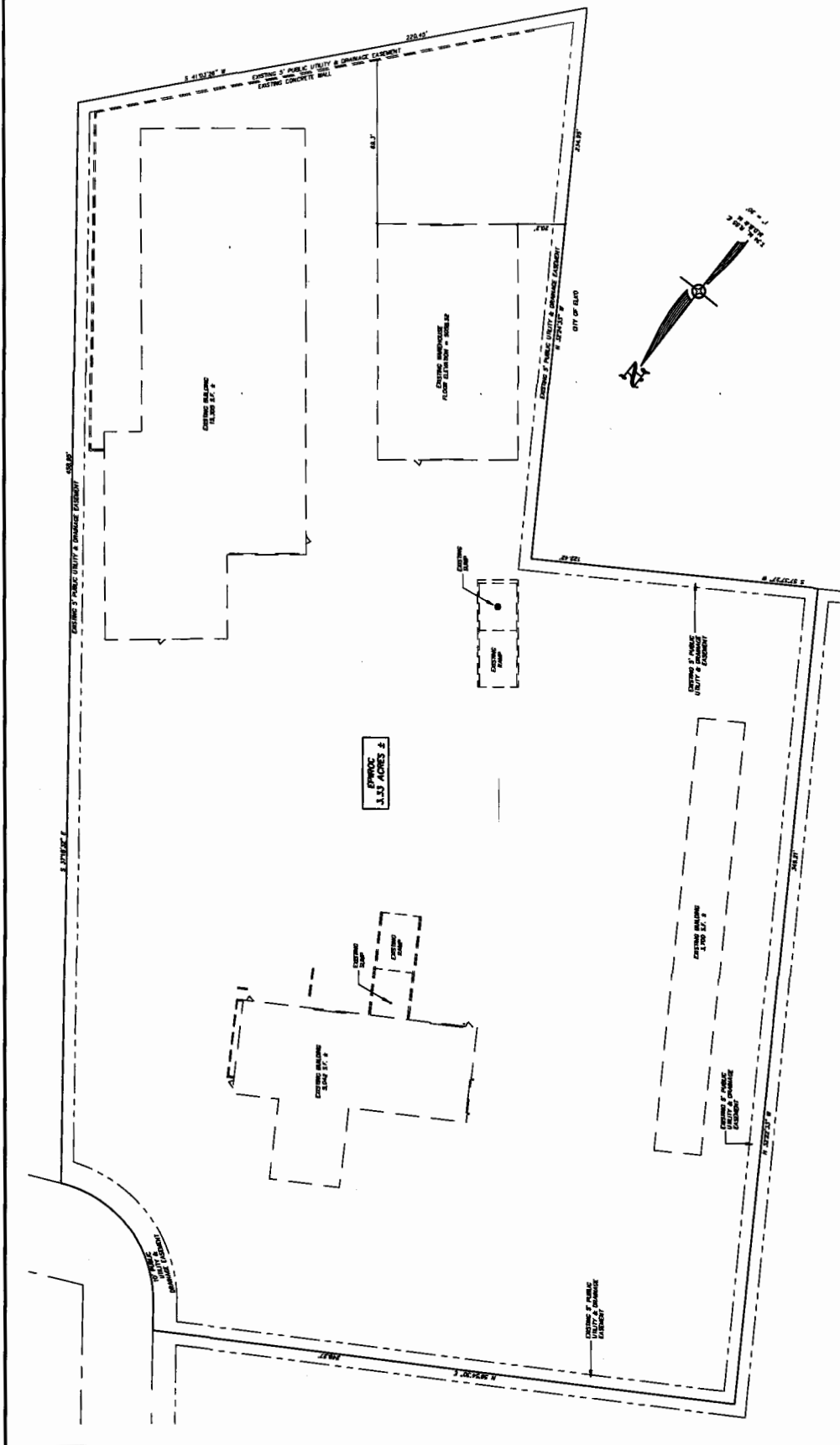


FLOOD PROFILES

HUMBOLDT RIVER (AT ELKO)

FEDERAL EMERGENCY MANAGEMENT AGENCY

ELKO COUNTY, NV
(AND INCORPORATED AREAS)



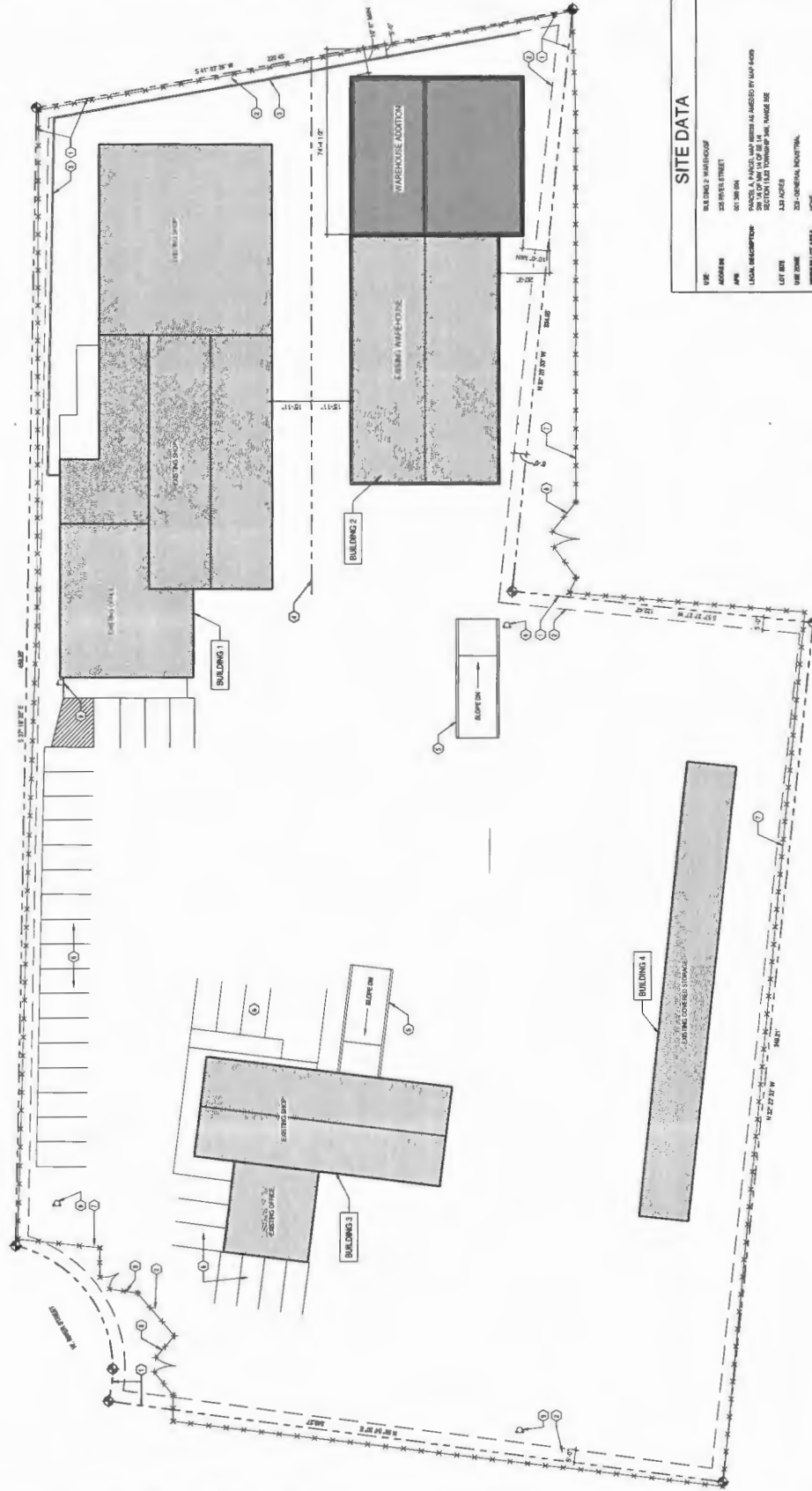
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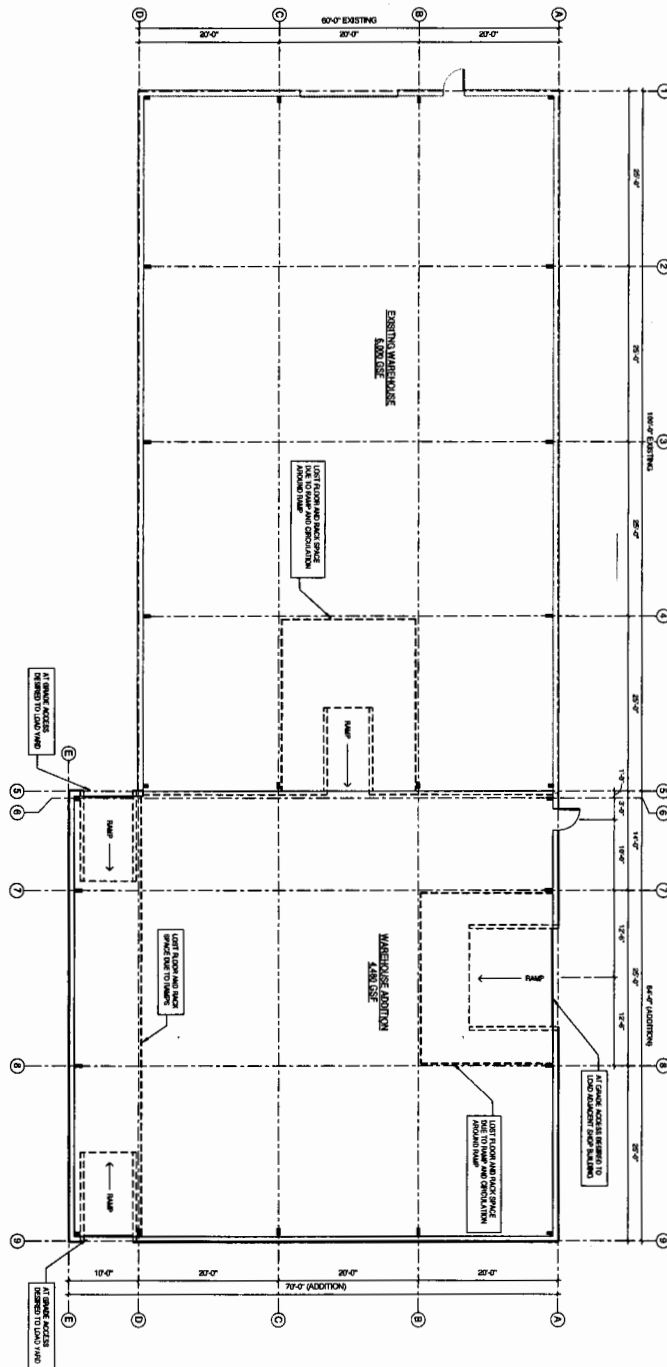
KEYNOTES	
1	PROPERTY LINE
2	UTILITY EASEMENT
3	CONCRETE WALL
4	ASSUMED PROPERTY LINE BETWEEN BUILDINGS
5	EXISTING LOADING RAMP
6	EXISTING PARKING LAYOUT
7	EXISTING SITE FENCE
8	EXISTING VEHICLE GATE
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SITE DATA

USE	RETAIL 2 - GASEOL/PROP
ADDRESS	225 PINE STREET
APN	031 28 004
LEGAL DESCRIPTION	PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819,



A1 SITE PLAN



KEYNOTES

WAREHOUSE ADDITION
EPIROCK
355 W RIVER STREET
ELKO, NEVADA 89801

ZSA
Architects and Planners, Chartered
408 E. Parkcenter Blvd, Suite 205, Boise Idaho 83706

NOT FOR
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DATE: 02/25/2021
PROJECT NO: 2074
SHEET:
A-111
FLOOR PLAN

