



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

The Elko City Council will meet in regular session on Tuesday, March 27, 2018

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

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

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

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

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

ELKO COUNTY COURTHOUSE

571 Idaho Street, Elko, NV 89801

Date/Time Posted: March 22, 2018 at 8:50 a.m.

ELKO COUNTY LIBRARY

720 Court Street, Elko, NV 89801

Date/Time Posted: March 22, 2018 at 9:00 a.m.

ELKO POLICE DEPARTMENT

1448 Silver, Elko NV 89801

Date/Time Posted: March 22, 2018 at 8:40 a.m.

ELKO CITY HALL

1751 College Avenue, Elko, NV 89801

Date: Time Posted: March 22, 2018 at 8:30 a.m.

Posted by: <u>Kim Wilkinson</u>	<u>Administrative Assistant</u>	<u>Kim Wilkinson</u>
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 at Elko City Hall, 1751 College Avenue, Elko, NV or on the City website at <http://www.elkocitynv.gov/>

Dated this 22nd of March, 2018

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
Curtis Calder, City Manager

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.D.T., TUESDAY, MARCH 27, 2018
ELKO CITY HALL, 1751 COLLEGE AVENUE, ELKO, NEVADA

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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

APPROVAL OF MINUTES: March 13, 2018 **Regular Session**

I. PRESENTATIONS

- A. Presentation of an Appreciation Plaque to Mr. Mike Creek for his many years of service on the Airport Advisory Board, and matters related thereto. **INFORMATION ITEM ONLY-NON ACTION ITEM**
- B. Proclamation by the Mayor, in recognition of Crime Victims' Rights Week, and matters related thereto. **INFORMATION ITEM ONLY-NON ACTION ITEM**
- C. Presentation by Frontier Communications, and matters related thereto. **INFORMATION ITEM ONLY-NON ACTION ITEM**
- D. Review, consideration, and possible acceptance of the Compensation Study conducted by Public Sector Personnel Consultants (PSPC), including the implementation of proposed salary plan updates effective April 8, 2018, and matters related thereto. **FOR POSSIBLE ACTION**

As an update to the Classification and Compensation Study approved by Council on April 9, 2013, Public Sector Personnel Consultants (PSPC) has recently completed a Compensation Study and Salary Plan Update of the Management and Appointed Officials Job Classifications for FY 2018. Matt Weatherly of PSPC will present the findings and recommendations. AB

- E. Review, consideration, and possible direction to Staff regarding the Fiscal Year 2018/2019 Budget, inclusive of all Enterprise Funds, and matters related thereto. **FOR POSSIBLE ACTION**

II. PERSONNEL

- A. Employee Introductions:

- 1) Alberto Zavala, Parks Maintenance Technician I, Parks Department

- B. Review and acceptance of City Clerk Shanell Owen's letter of retirement, including direction to Staff regarding the City Clerk recruitment and selection process, and matters related thereto. **FOR POSSIBLE ACTION**

Shanell Owen, City Clerk, has recently submitted her notice of retirement effective July 6, 2018. A copy of the letter is included in the agenda packet for review. Staff is requesting direction from the City Council on the recruitment and selection process for the City Clerk position. Ms. Owen recommends the Council establish a review committee to participate in the preliminary review and selection process. AB

- C. Review, consideration, and possible approval of the revised position description for City Clerk, and matters related thereto. **FOR POSSIBLE ACTION**

The City Clerk position description has been revised to comply with updated position description standards as recommended by POOL/PACT. Additionally, minor revisions have been made to the requirements and qualifications of the position. AB

III. APPROPRIATIONS

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

IV. NEW BUSINESS

- A. Review, consideration, and possible acceptance of a Quitclaim Deed and Waiver between Surebrec Holdings, LLC and the City of Elko, Nevada, and matters related thereto. **FOR POSSIBLE ACTION**

A condition of Annexation No. 2-17 was to release any right, title, and interest in the nonexclusive easements for a waterline granted by the State of Nevada, Division of State Lands.

This action (Quitclaim Deed and Waiver) satisfies that condition. These easements were previously owned by the State of Nevada, Division of State Lands until such time as Surebrec Holdings, LLC acquired the property. RL

- B. Review, consideration, and possible approval of a Non Exclusive Utility Easement with the State of Nevada, Division of State Lands, and matters related thereto. **FOR POSSIBLE ACTION**

This new easement replaces a prior easement and is necessary due to the transfer of land from the State of Nevada to Surebrec Holdings, LLC. RL

- C. Review, consideration, and possible approval of a Termination of Easement with the State of Nevada, Division of State Lands, and matters related thereto. **FOR POSSIBLE ACTION**

State of Nevada, Division of State Lands had previously granted an easement for a 24" waterline to the City of Elko defined as four different segments (Segment A,B,C,D). Ownership of the portions of property where segments A and D lie was transferred to Surebrec Holdings, LLC. The reason for this termination is the State of Nevada, Division of State Lands no longer owns the property where two of these easements are located.

Related agenda items to be acted on at this meeting include approval of a new, reduced easement with the State of Nevada, Division of State Lands as well as approval of a Quitclaim Deed and Waiver with Surebrec Holdings, LLC. RL

- D. Review, consideration, and possible action to fill a vacancy on the Elko City Planning Commission, and matters related thereto. **FOR POSSIBLE ACTION**

On February 27, 2018, Council accepted a letter of resignation from Planning Commission member Aaron Martinez. Staff conducted the standard recruitment process and has received two letters of interest to serve on the Planning Commission, copies of which are included in the Council packet. The new member will be appointed to fill the remainder of the four-year term, which will expire at the end of July 2020. CL

- E. Review, discussion, and possible adoption of the 2018 Street Inventory List, and the 2018 Street Capital Construction Project Priority 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 2018 Street Inventory, and recommendations for the 2018 Streets Priority List. DS

V. RESOLUTIONS AND ORDINANCES

- A. Review, consideration, and possible adoption of Resolution No. 11-18, a resolution of the City Council approving the lease of real property less than 25,000 square feet, and matters related thereto. **FOR POSSIBLE ACTION**

C-A-L Ranch Stores currently holds a lease agreement with the City of Elko to use City property located at 2953 Manzanita Drive for storage of goods. The current lease extension does not expire until August 21, 2020; however, C-A-L Ranch is currently working on extending their lease for the building and would like this lease as part of the package.

NRS 268.064 provides that the governing body may lease the property subject to the provisions outlined in NRS 268.059, 061, 062, and 064. Resolution No. 11-18 begins the process for the continued lease.

If adopted, the next steps will involve a public notice, a public hearing, and possible approval of a lease. RL

VI. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Review, consideration, and possible action to accept a petition for annexation of property to the City, filed and processed as Annexation No. 1-18 by Legend Engineering on behalf of Ed and Sharon Netherton and JoyGlobal Surface Mining Inc., consisting of approximately 32.74 acres of property located southwest of the intersection of West Idaho Street and P&H Drive, and matters related thereto. **FOR POSSIBLE ACTION**

VII. 5:30 P.M. PUBLIC HEARINGS

- A. Review, consideration, and possible adoption of Resolution No. 10-18, a resolution of the Elko City Council amending the Elko City Master Plan Atlas Map #8, filed as Elko City Master Plan Amendment No. 1-18, and matters related thereto. **FOR POSSIBLE ACTION**

On March 6, 2018, the Planning Commission adopted its Resolution No. 1-18 to amend the Atlas Map #8 of the current Elko City Master Plan, and took action to recommend Council adopt said amendment via a resolution. An amendment of this type requires positive action by both the Planning Commission and the Council. If the Council suggests any changes to the Master Plan amendment as adopted by the Planning Commission, the Master Plan must first go back to the Planning Commission for review and approval. CL

VIII. REPORTS

- A. Mayor and City Council
- B. City Manager
- C. Assistant City Manager
- D. Utilities Director
- E. Public Works
- F. Airport Manager
- G. City Attorney
- H. Fire Chief
- I. Police Chief

- J. City Clerk
- K. City Planner
- L. Development Manager
- M. Administrative Services Director
- N. Parks and Recreation Director
- O. Civil Engineer
- P. Building Official

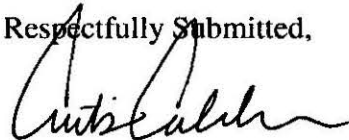
COMMENTS BY THE GENERAL PUBLIC

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

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

ADJOURNMENT

Respectfully Submitted,



Curtis Calder
City Manager

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

SS March 13, 2018

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, March 13, 2018.

This meeting was called to order by Mayor Chris Johnson.

ROLL CALL

Mayor Present: Chris J. Johnson

Council Present: Councilman John Rice *left at 5:45 pm*
 Councilwoman Mandy Simons
 Councilman Robert Schmidtlein *arrived at 4:24 pm*
 Councilman Reece Keener

City Staff Present: Curtis Calder, City Manager
 Scott Wilkinson, Assistant City Manager
 Ryan Limberg, Utilities Director
 Shanell Owen, City Clerk
 Dennis Strickland, Public Works Director
 Jonnye Jund, Administrative Services Director
 Bob Thibault, Civil Engineer
 Aubree Barnum, Human Resources Manager
 Mike Hess, Landfill Superintendent
 Cathy Laughlin, City Planner
 Ben Reed Jr., Police Chief
 Ty Trouten, Police Captain
 Jeremy Draper, Development Manager
 Jeff Ford, Building Official
 Matt Griego, Fire Chief
 Jack Snyder, Deputy Fire Chief
 John Holmes, Fire Marshal
 Jim Foster, Airport Manager
 James Wiley, Parks and Recreation Director
 Dave Stanton, City Attorney
 Diann Byington, Recording Secretary

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this

**** A motion was made by Councilwoman Simons, seconded by Councilman Keener, to award Construction Bid for the WRF Emergency Diesel Generator Project to Pearson Brothers Construction, LLC, in the amount of \$174,148.**

The motion passed unanimously. (4-0)

- D. Review, consideration, and possible award of a bid to Gerber Construction, Inc. for the Secondary Clarifier #3 Construction Project, and matters related thereto. **FOR POSSIBLE ACTION**

Council directed Staff to solicit bids for this project at the November 28, 2017 meeting. A Bid Tally Sheet is provided as backup documentation. RL

Mr. Limberg explained the project.

Councilman Rice was concerned about the price difference between the bids.

Mr. Limberg said they have used Gerber Construction in the past. They were also the low bidder on a previous clarifier project and they were pleased with their performance. They were happy to recommend Gerber Construction on this project.

**** A motion was made by Councilman Rice, seconded by Councilman Keener, to approve the award a bid for the Secondary Clarifier No. 3 Construction Project, to Gerber Construction in the amount of \$3,030,000.**

The motion passed unanimously. (4-0)

- E. Review, consideration, and possible approval to enter into a Professional Services Agreement with Carter Engineering for the administration of Quality Control and Quality Assurance for the Cedar Street Reconstruction Project Phase II, in the amount of \$163,250.00, and matters related thereto. **FOR POSSIBLE ACTION**

Council awarded the contract for the Cedar Street Reconstruction Project Phase II on February 27, 2018. The Quality Control and Quality Assurance would include surveying, testing, field meetings, inspections and as-builts, etc. as described in the attached proposal from Carter Engineering. DS

Dennis Strickland, Public Works Director, said the agreement was in the packet.

**** A motion was made by Councilman Rice, seconded by Councilwoman Simons, to approve the request from staff to enter into Professional Services Agreement with Carter Engineering for the administration of Quality Control and Quality Assurance for the Cedar Street Reconstruction Project Phase II.**

The motion passed unanimously. (4-0)

- F. Review consideration, and possible authorization for Staff to solicit bids for the Public Works Department for Plantmix Bituminous Pavement Materials to be used for the 2018 Construction Season, and matters related thereto. **FOR POSSIBLE ACTION**

This is an annual bid request for Plantmix Bituminous Pavement Materials based upon a unit price per ton amount. The materials are primarily used by the Public Works Department on streets, but the material may also be used by other departments as needed. DS

Mr. Strickland explained this is our annual bid for our hotmix.

**** A motion was made by Councilman Keener, seconded by Councilman Rice, to authorize staff to solicit bids for the Plantmix Bituminous Pavement Materials to be used for the full-year 2018 construction season.**

The motion passed unanimously. (4-0)

III. NEW BUSINESS

- G. Review, discussion, and possible appointment of one (1) candidate to the Arts and Culture Advisory Board, and matters related thereto. **FOR POSSIBLE ACTION**

The Arts and Culture Advisory Board has one (1) vacant position. Mr. Ian Montgomery and Ms. Cynthia Delaney have both expressed an interest in serving on the Board. Letters of Interest from both candidates have been included in the packet. CC

Curtis Calder, City Manager, explained there were two candidates and one opening.

Councilman Rice said he knows both the candidates and has great respect for both but he favored Ian Montgomery.

Councilman Keener said he appreciates the work that Mr. Montgomery is doing. He has known Ms. Delaney for over 40 year now and he knows that she was very actively engaged previously on this committee, and she is here.

Councilman Rice said Mr. Montgomery had a work commitment.

Ms. Delaney said she served for a number of years in the early 2000's and took a break for health reasons. Then she started back probably 2013 and served until 2017. She would enjoy being involved again. She has been involved in a number of projects.

Mayor Johnson asked if there was room for both.

Councilman Rice said he is the liaison but not a voting member.

Mr. Calder said it is a Council appointment. The by-laws have been changed a couple of times over the last couple of years. Originally, when the committee was established, it was part of the Master Plan process.

Jeremy Draper, Development Manager, said he had the current bylaws. The Arts and Culture Advisory Board is five members, which includes at least one member of the City Council. The other members would be appointed and shall serve at the pleasure of the City Council. They were at seven members.

There was discussion regarding the membership being reduced due to quorum problems.

Mayor Johnson thought it was great to have two great applicants.

**** A motion was made by Mayor Johnson, seconded by Councilman Keener, to appoint Cynthia Delaney to fill the vacancy on the Arts and Culture Board.**

The motion passed unanimously. (4-0)

Please see page 8 for further discussion on this item.

- H. Review, consideration, and possible approval of a request from Staff to apply for a grant, and matters related thereto. **FOR POSSIBLE ACTION**

The Elko Police Department has historically applied for the Byrne Memorial Grant, administered through the Nevada Office of Criminal Justice Assistance, for the Elko Combined Narcotics Unit each year.

The grant for 2017 was for \$32,000.00. The Elko Police Department is seeking council permission to apply for a \$32,000.00 grant for 2018 for the ECNU to continue their operations. BR

Ty Trouten, Police Captain, explained this is a grant without a match requirement.

**** A motion was made by Councilman Keener, seconded by Councilwoman Simons, to approve the request from the Elko Police Department to apply for the Byrne Memorial Grant.**

The motion passed unanimously. (4-0)

- I. Review, consideration, and possible approval of a request from Staff to apply for a grant, and matters related thereto. **FOR POSSIBLE ACTION**

The Elko Regional Bomb Squad has need of a Remote Initiation Device, but has not ever had one. This device will allow for multiple and sequential detonations for found explosives and improvised explosive devices, as well as increase safety for countercharging explosives in confined spaces such as abandoned mines.

The Office of Criminal Justice Assistance, through the Byrne Memorial Grant, has funding for this equipment purchase. There are no matching funds required; this is a one-time grant applicable only to this project.

Elko Police Department is seeking council permission to apply for a \$20,000.00 grant to purchase the Remote Initiation Device. BR

Captain Trouten explained this also is a no match grant.

**** A motion was made by Councilman Keener, seconded by Councilwoman Simons, to approve the request from the Elko Police Department to apply for the grant to purchase the Remote Initiation Device and the grant amount is \$20,000.**

The motion passed unanimously. (4-0)

- J. Review, consideration, and possible approval of a request from Staff to apply for a grant, and matters related thereto. **FOR POSSIBLE ACTION**

The Elko SWAT team is required to meet minimum training requirements per National Tactical Officers' Association standards. This includes two trainings per month and one additional week of training per year.

It is critical to have the officers attend this training as a unit to ensure consistent understanding of the tactical concepts. The proposed training would certify all tactical operators to an advanced level. This training is provided by tactical professionals and is nationally recognized. The training will cost \$10,000.00.

The Office of Criminal Justice Assistance, through the Byrne Memorial Grant, has funding for this training. There are no matching funds required; this is a one-time grant applicable only to this project.

Elko Police Department is seeking Council permission to apply for a \$10,000.00 grant to pay for this training. BR

Captain Trouten explained it has been quite some time since they have had full weeklong training for all members of the tactical team. The training is provided by former and some current members of the Los Angeles County Sheriff's Department Special Enforcement Bureau, their version of the SWAT Team.

**** A motion was made by Councilman Keener, seconded by Councilman Rice, to approve the request from the Elko Police Department to apply for said grant in the amount of \$10,000.**

The motion passed unanimously. (4-0)

Councilman Schmidtlein arrived at 4:24 pm.

- A. Review, consideration, and possible approval to grant a Utility Easement to Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy across property owned by the City of Elko along W. Idaho Street on APN 006-09G-005, and matters related thereto. **FOR POSSIBLE ACTION**

NV Energy is requesting the City grant an easement over an existing utility location; City Staff supports this request. JD

Jeremy Draper, Development Manager, demonstrated on the overhead screen where the properties for this item and the next several items were. He recommended approval of the easements.

Christy Morgan, NV Energy, said she was present to answer any questions.

There was some discussion about the applicant reimbursing the City for legal fees. It was said they pay a franchise fee. This is routine and a housekeeping matter.

**** A motion was made by Councilman Rice, seconded by Councilman Keener, to approve granting an easement to NV Energy across a parcel of land identified as APN: 006-09G-005, owned by the City as shown in the exhibit.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible approval to grant a Utility Easement to Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy across property owned by the City of Elko along W. Idaho Street on APN 006-09G-008, and matters related thereto. **FOR POSSIBLE ACTION**

NV Energy is requesting the City grant an easement over an existing utility location; City Staff supports this request. JD

**** A motion was made by Councilman Rice, seconded by Councilwoman Simons, to approve granting an easement to NV Energy across a parcel of land identified as APN: 006-09G-008, owned by the City as shown in the exhibit.**

The motion passed unanimously. (5-0)

- C. Review, consideration, and possible approval to grant a Utility Easement to Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy across property owned by the City of Elko along W. Idaho Street on APN 006-09G-009, and matters related thereto. **FOR POSSIBLE ACTION**

NV Energy is requesting the City grant an easement over an existing utility location; City Staff supports this request. JD

**** A motion was made by Councilwoman Simons, seconded by Councilman Keener, to approve granting an easement to NV Energy across a parcel of land identified as APN: 006-09G-009, owned by the City as shown in the exhibit.**

The motion passed unanimously. (5-0)

- D. Review, consideration, and possible approval to grant a Utility Easement to Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy across property owned by the City of Elko along W. Idaho Street on APN 006-09G-027, and matters related thereto. **FOR POSSIBLE ACTION**

NV Energy is requesting the City grant an easement over an existing utility location; City Staff supports this request. JD

**** A motion was made by Councilman Rice, seconded by Councilman Keener, to approve granting an easement to NV Energy across a parcel of land identified as APN: 006-09G-027, owned by the City as shown in the exhibit.**

The motion passed unanimously. (5-0)

- E. Review, consideration, and possible approval to grant a Utility Easement to Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy across property owned by the City of Elko along W. Idaho Street on APN 006-09G-030, and matters related thereto. **FOR POSSIBLE ACTION**

NV Energy is requesting the City grant an easement over an existing utility location; City Staff supports this request. JD

**** A motion was made by Councilwoman Simons, seconded by Councilman Keener, to approve granting an easement to NV Energy across a parcel of land identified as APN: 006-09G-030, owned by the City as shown in the exhibit.**

The motion passed unanimously. (5-0)

- F. Review, consideration, and possible approval to grant a Utility Easement to Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy across property owned by the City of Elko along W. Idaho Street on APN 006-09G-031, and matters related thereto. **FOR POSSIBLE ACTION**

NV Energy is requesting the City grant an easement over an existing utility location; City Staff supports this request. JD

**** A motion was made by Councilman Keener, seconded by Councilman Schmidlein, to approve granting an easement to NV Energy across a parcel of land identified as APN: 006-09G-031, owned by the City as shown in the exhibit.**

The motion passed unanimously. (5-0)

Councilman Rice indicated he would like to go back to Item III.G.

**** A motion was made by Councilman Rice, seconded by Councilwoman Simons, to reconsider of Item III.G., Arts and Culture Advisory Board.**

The motion failed. (1-3 Mayor Johnson, Councilwoman Simons and Councilman Keener voted against. Councilman Schmidlein abstained.)

After the motion and before the vote, Councilman Rice said he knew Ms. Delaney was not present, but he wanted to get a second just for discussion.

Councilwoman Simons seconded the motion.

Councilman Rice thought one of their responsibilities on the Council to help to nurture new leadership. As much as Cynthia had done for the committee and for other parts of the community, he felt it was important for them to identify young leaders. Ian Montgomery is really one of those. He has shown a lot of leadership in what he has already done as outlined in his letter. They really need to promote young leadership in the community. We need to consider that when we make these appointments. This will be Cynthia's third term on this committee. She has done terrific work. One of the reasons he recommended and encouraged Ian to apply, was because he saw the sorts of things he wants to accomplish in his life and that this is a really good opportunity for him.

Councilman Keener asked if they could look at increasing the size of the board. Keep the appointment as it is and ask for and get an additional two members on the board.

Councilman Rice said that was a possibility too but his motion was for reconsideration of this appointment.

Councilman Schmidtlein said he would abstain because he wasn't present earlier.

Councilman Rice said increasing the board would be a different matter.

Mayor Johnson said it was great to have both applicants. He felt Council should stay with the vote that was completed. He received an email in support of Cynthia. In this case, participation as a public member for a while can still have an impact.

Council voted on the motion.

- K. Review, consideration, and possible approval to grant utility and access easements across the City owned airport property, on APN 001-660-106, and matters related thereto. **FOR POSSIBLE ACTION**

The Elko TV District has requested these easements to provide power, communication lines, and access to the newly approved lease area near the Verizon tower. JF

Jim Foster, Airport Manager, said this is an easement from their current location to the existing access road.

**** A motion was made by Councilman Schmidtlein, seconded by Councilman Keener, to approve granting an easement to the Elko TV District across a parcel of land identified as APN: 001-660-106, owned by the City as shown in the exhibit.**

The motion passed unanimously. (5-0)

I. PRESENTATIONS (Cont.)

- C. Review, consideration, and direction to Staff regarding the Fiscal Year 2018/2019 Budget, inclusive of the General and Governmental Funds, and matters related thereto. **FOR POSSIBLE ACTION**

Staff's presentation will exclude all Enterprise Funds, which will be reviewed at a subsequent meeting. JJ

Jonnye Jund, Administrative Services Director, explained there are some pending issues that Council should keep in mind as she gave the presentation (Exhibit "A"). This is the first look at the rollup costs. The insurance costs are unknown. There are two collective bargaining agreements open right now. They are looking at some salary allocation revisions based on the work different departments are doing. She took her best guess on the Capital as to what is pending and what is coming up. She didn't have any State reimbursements included or any additional donations other than what she had received to date. There are a few retirements and she will be looking to see if there are any others. She went over the presentation.

**** A motion was made by Councilman Keener, seconded by Councilman Rice, to advise Jonnye to continue working down the same path that she is on right now, towards getting everything solidified for final.**

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 Rice, seconded by Councilman Keener, to approve the regular warrants.**

The motion passed unanimously. (5-0)

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

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

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

III. NEW BUSINESS (Cont.)

- L. Acceptance of resignation letter dated March 4, 2018 from Mr. Mike Creek, Airport Advisory Board and matters related thereto. **FOR POSSIBLE ACTION**

Mr. Mike Creek has served on the Airport Advisory Board for approximately 10 years. On March 13, 2008, Mr. Creek was appointed to the Advisory Board by

City Council. The Elko Regional Airport would like to thank Mr. Creek for his years of service to the Board and the City of Elko. JF

Jim Foster, Airport Manager, explained Mike Creek wasn't available to attend the meeting with his new schedule. We will get him a plaque and present it to him at some point.

Councilwoman Simons said he will be missed.

**** A motion was made by Councilman Keener, seconded by Councilman Schmidlein, to accept the letter of resignation from Mr. Mike Creek, from the Airport Advisory Board.**

The motion passed unanimously. (5-0)

- M. Consideration and possible authorization to advertise for a vacant position on the Airport Advisory Board, and matters related thereto. **FOR POSSIBLE ACTION**

Mr. Mike Creek has resigned from the Airport Advisory Board. His 4-year term began on July 1, 2016. This advertisement would be to finish out this 4-year term, which will expire on July 1, 2020. JF

**** A motion was made by Councilman Rice, seconded by Councilman Keener, to direct staff to advertise for the vacant position on the Airport Advisory Board.**

The motion passed unanimously. (5-0)

IV. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Ratification of the Police Chief issuing a 30-day temporary Retail Liquor License and issuing a regular Retail Liquor License to Jose Perez, dba Garibaldi's Mexican Restaurant, located at 1830 Idaho Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

Chief Reed explained this is an application for a new liquor license for a new business. It is a privately owned corporation. There are no concerns with the ability to manage a liquor license with their restaurant. He recommended ratification and issuing a regular license.

**** A motion was made by Councilman Rice, seconded by Councilman Schmidlein, to ratify a 30-day temporary retail liquor license and issue a regular Retail Liquor License to Jose Perez, dba Garibaldi's Mexican Restaurant, located at 1830 Idaho Street.**

The motion passed unanimously. (5-0)

- B. Ratification of the Police Chief issuing a 30-day temporary Retail Beer and Wine License and issuing a regular Retail Beer and Wine License to John Antista, dba Round Table Pizza, located at 2503 Mountain City Hwy #150, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

Chief Reed explained Round Table Pizza has had a change of ownership. Mr. Antista passed his background investigation.

**** A motion was made by Councilman Rice, seconded by Councilman Schmidtlein, to ratify a 30-day temporary retail beer and wine license and issue a regular Retail Beer and Wine License to John Antista, dba Round Table Pizza, located at 2503 Mountain City Highway #150.**

The motion passed unanimously. (5-0)

V. REPORTS

A. Mayor and City Council

Councilman Keener said he had some surveys from the Broadband Group and he wanted to get them posted on the City website. The ECVA is beginning their budget process.

Councilwoman Simons reported she will be out of town during the next meeting and may not be reachable.

B. City Manager

Curtis Calder reported Frontier will be here on March 27, with their management team to explain what they are going to be doing in the next year in Elko with regards to budget and infrastructure. He gave an update on the Flood Litigation. They had a meeting with the City's Attorney in Carson City interviewing a former City employee. Our response has been moved down the road a bit due to an amendment to the complaint. They added some plaintiffs. We have not responded and it isn't due until mid to late April. Councilwoman Simons asked if Council could get a copy of the additional plaintiffs. Curtis said he thought they could get it and said Shanell could add it to the list. They haven't seen the actual amended complaint, just a list of the additional plaintiffs.

C. Assistant City Manager

D. Utilities Director

Ryan Limberg showed Council some renditions of the combined Water/WRF Shop. He went over the proposed drawings and what would be included. Councilman Keener asked about the water quality report and the nitrates being high on one sample. Ryan said it was good overall with just a couple of hiccups they haven't seen in years past. He went over the report.

E. Public Works

Dennis Strickland said the Water/WRF shop will be a great amenity to the City, especially since Public Works has been growing and they need the space. He is proud of this organization because we all seem to work together. Twelve years ago Council put the Capital Equipment Fund together and that is a huge reason they have been able to do more with less.

F. Airport Manager

Jim Foster reported on the aircraft being removed from airport property. It took about two weeks for the NTSB and the FAA to complete their investigation and release the aircraft.

G. City Attorney

H. Fire Chief

I. Police Chief

Chief Reed reported on the State Opioid Taskforce. There is a lot of coordination going on Statewide. They are trying to get a handle on the data/statistics. This Thursday evening there is a School Safety public forum hosted by the Libertarian Party here in town at the Grace Baptist Church on N. 5th Street.

J. City Clerk

Shanell Owen gave a candidate filing update. For the Mayor position, there are two candidates that have filed. For Councilmember, we have three candidates filed for the two positions that are open. The deadline to file is 5:00pm this Friday.

K. City Planner

L. Development Manager

M. Administrative Services Director

N. Parks and Recreation Director

James Wiley said tomorrow they start advertising for the next round of bidding for the Sports Complex. Scott received some correspondence from Kinross and they have pledged \$50,000 towards the Sports Complex.

O. Civil Engineer

P. Building Official

COMMENTS BY THE GENERAL PUBLIC

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

There were no public comments.

There being no further business, Mayor Chris Johnson adjourned the meeting.

Mayor Chris Johnson

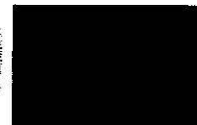
Shanell Owen, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible acceptance of the Compensation Study conducted by Public Sector Personnel Consultants (PSPC), including the implementation of proposed salary plan updates effective April 8, 2018, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 27, 2018**
3. Agenda Category: **PRESENTATION**
4. Time Required: **20 Minutes**
5. Background Information: **As an update to the Classification and Compensation Study approved by Council on April 9, 2013, Public Sector Personnel Consultants (PSPC) has recently completed a Compensation Study and Salary Plan Update of the Management and Appointed Officials Job Classifications for FY 2018. Matt Weatherly of PSPC will present the findings and recommendations. AB**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Elko Compensation Study Final Presentation, and Executive Summary for FY18.**
9. Recommended Motion: **Acceptance of the Compensation Study and approval of Salary Plan Update implementation effective April 8, 2018**
10. Prepared By: **Aubree Barnum, Human Resources Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

COMPENSATION STUDY and PAY PLAN UPDATE

Proposed FY 2018 Plan for City of Elko



**PUBLIC
SECTOR**
PERSONNEL
CONSULTANTS

(888) 522-7772

www.pspc.us

1. EXECUTIVE SUMMARY

The following summarizes the findings and recommendations from the FY 2018 City of Elko Compensation Plan Update.

A. SUMMARY OF FINDINGS

1. The City's current salary ranges are competitive (within 5% of prevailing rates) for 81% of the benchmark market sample job classifications (page 2).
2. The City's current salary ranges are not competitive (-5% or more below prevailing rates) for 19% of the benchmark market sample job classifications (page 2).
3. Minor adjustments to pay range placements are proposed, resulting in minimal cost under \$5,000 to initially implement; other salaries remain the same until individual performance reviews and related anniversary date increase eligibility occurs.

B. SUMMARY OF RECOMMENDATIONS

1. Adopt the pay ranges proposed for each classification beginning on page 3.
2. Bring the salaries of any employees below Minimum up to the new Minimum.
3. Continue to budget for merit increases within the proposed pay ranges using the City's current pay for performance plan.

2. EXTERNAL COMPARISONS

The following paragraphs and tables describe the market data collected and used for pay plan development.

A. SURVEY COMPARATORS

We obtained salary plan and job description details from the following employers for comparison:

Boulder City, Nevada	Pocatello, Idaho
Bullhead City, AZ	Rock Springs, WY
Cedar City, Utah	St. George, Utah
Elko County, Nevada	Twin Falls, Idaho
Lewiston, Idaho	Winnemucca, Nevada
Mesquite, Nevada	State of Nevada

B. SURVEY METHODOLOGY

We utilized the standard "structure-to-structure" method to compare the City's salary structures to the prevailing rates. The City's salary structures and the prevailing rates are represented by their Midpoints, which are the amounts employers pay for sustained competent job performance.

The Midpoint is the most objective, occupation-specific and consistent component of salary structures among employers, as the varying widths of salary ranges are too great to utilize Minimum or Maximum. Midpoint is not affected by actual salary averages which may reflect longevity, pay-for-performance, and a myriad of subjective salary plan administration characteristics of the comparator employers. When individual salary plans were comprised of steps, the beginning and ending steps were added and the sum divided by two (2) to calculate a true midpoint.

C. SUMMARY OF SURVEY FINDINGS

The following table summarizes the City's variance to market; the City's current plan is competitive for 81% of the survey sample, and behind market by more than -5% for 19% of the survey sample.

<u>Relationship to Prevailing Rates</u>	<u>Benchmark Job Classes</u>	<u>% of Sample</u>	<u>Average Variance</u>	<u>Range of Variance</u>
More than 5% Below	5	19%	- 8.14%	- 9.98% / - 5.22%
Comparable	19	70%	-.01%	- 4.17% / + 4.36%
More than 5% Above	3	11%	+ 9.01%	+ 7.48% / + 10.01%

3. PAY PLAN UPDATES

The following tables display the proposed pay ranges for FY 2018.

Proposed FY 2018 Pay Range Placements

Occupational Job Families and Job Classes	-- Recommended --				Current Grade
	Grade	Min Step	Step 7 / Mid	Max Step	
City Manager	AO25	\$114,002	\$132,207	\$153,319	AO25
Police Chief	AO20	\$100,761	\$116,852	\$135,512	AO20
Fire Chief	AO19	\$98,303	\$114,002	\$132,207	AO19
City Engineer	AO17	\$93,566	\$108,508	\$125,836	AO17
City Clerk	AO02	\$64,604	\$74,921	\$86,886	AO02
Assistant City Manager	40	\$93,622	\$108,573	\$125,911	38
Administrative Services Director	40	\$93,622	\$108,573	\$125,911	38
Public Works Director	38	\$89,111	\$103,341	\$119,844	36
Police Captain	37	\$86,937	\$100,821	\$116,921	35
Deputy Fire Chief	35	\$82,748	\$95,963	\$111,287	34
Human Resource Manager	33	\$78,761	\$91,339	\$105,925	30
Information Systems Manager	33	\$78,761	\$91,339	\$105,925	30
Airport Director	33	\$78,761	\$91,339	\$105,925	32
Parks & Recreation Director	33	\$78,761	\$91,339	\$105,925	32
Utilities Director	33	\$78,761	\$91,339	\$105,925	32
Police Lieutenant	32	\$76,840	\$89,111	\$103,341	30
Fire Marshal	32	\$76,840	\$89,111	\$103,341	30
Building Official	30	\$73,137	\$84,817	\$98,362	30
Development Manager	30	\$73,137	\$84,817	\$98,362	30
City Planner	30	\$73,137	\$84,817	\$98,362	30
Airport Manager	30	\$73,137	\$84,817	\$98,362	30
Civil Engineer	28	\$69,613	\$80,730	\$93,622	28
Water & Sewer Superintendent	26	\$66,259	\$76,840	\$89,111	25
Water Reclamation Facility Superintendent	26	\$66,259	\$76,840	\$89,111	25
Accounting Manager	25	\$64,643	\$74,966	\$86,937	25
Assistant Airport Director	25	\$64,643	\$74,966	\$86,937	25
Parks Superintendent	25	\$64,643	\$74,966	\$86,937	25
Golf Course Superintendent	25	\$64,643	\$74,966	\$86,937	25
Facilities Maintenance Superintendent	25	\$64,643	\$74,966	\$86,937	25
Fleet Maintenance Superintendent	25	\$64,643	\$74,966	\$86,937	25
Landfill Superintendent	25	\$64,643	\$74,966	\$86,937	25
Street Superintendent	25	\$64,643	\$74,966	\$86,937	25

* change to pay grade proposed

Proposed FY 2018 Pay Range Placements

Occupational Job Families and Job Classes	-- Recommended --				Current Grade
	Grade	Min Step	Step 7 / Mid	Max Step	
Staff Engineer	24	\$63,066	\$73,137	\$84,817	24
Deputy Fire Marshal	23	\$61,528	\$71,354	\$82,748	23
Accounting Supervisor	22	\$60,027	\$69,913	\$80,730	22
Assistant City Planner	22	\$60,027	\$69,913	\$80,730	22
Environmental Coordinator	20	\$57,135	\$66,259	\$76,840	20
Laboratory Manager	18	\$54,382	\$63,066	\$73,137	17
Recreation Services Manager	18	\$54,382	\$63,066	\$73,137	17
Water & Sewer Assistant Superintendent	18	\$54,382	\$63,066	\$73,137	17
Water Reclamation Facility Assistant Superintendent	18	\$54,382	\$63,066	\$73,137	17
Swimming Pool Manager	17	\$53,055	\$61,528	\$71,354	17
Animal Shelter Manager	17	\$53,055	\$61,528	\$71,354	17
Safety Officer	16	\$51,761	\$60,027	\$69,613	15
PD Records Supervisor	16	\$51,761	\$60,027	\$69,613	15

* change to pay grade proposed

4. SALARY ADMINISTRATION

Following are key salary plan maintenance procedures.

A. FUNDING INITIAL IMPLEMENTATION AND ANNUAL UPDATES

We recommend the City's salary plan be established with approval of the proposed pay range placements, and subsequent plan updates made on the basis of the external prevailing rates.

Any salaries falling below the new minimum proposed for each job class should be brought up to the new minimum upon plan implementation. Regular salary adjustments should continue within the adopted ranges on employee anniversary date or on the normal fixed date when merit increases occur.

B. REGULAR PLAN UPDATE STEPS

1. Secure re-affirmation of the City's prevailing rate salary policy.
2. Obtain latest pay data from approved comparator employers (suggest every 3-5 years).
3. Compute the prevailing rate for each of the benchmark job classes.
4. Re-assign job classes to the salary ranges whose Midpoints most closely match prevailing rates.
5. Utilize professional judgment in job class re-assignment to prevent internal inequities and relationships not supported by relative job complexity.
6. Identify employees whose current salary is less than their job's new Minimum.
7. Compute the total amount of dollars, and percentage of current payroll, required to bring all employees below on to a new pay range or to allow for a merit increase.
8. Provide information to the City Council for budgeting purposes.
9. Provide individual merit increases on the adopted date of the new plan.

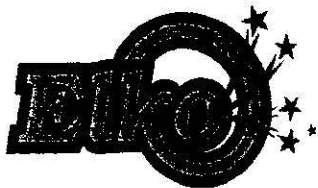
**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible direction to Staff regarding the Fiscal Year 2018/2019 Budget, inclusive of all Enterprise Funds, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 27, 2018**
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: **Jonnye Jund, Administrative Services Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review and acceptance of City Clerk Shanell Owen's letter of retirement, including direction to Staff regarding the City Clerk recruitment and selection process, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 27, 2018**
3. Agenda Category: **PERSONNEL**
4. Time Required: **10 Minutes**
5. Background Information: **Shanell Owen, City Clerk, has recently submitted her notice of retirement effective July 6, 2018. A copy of the letter is included in the agenda packet for review. Staff is requesting direction from the City Council on the recruitment and selection process for the City Clerk position. Ms. Owen recommends the Council establish a review committee to participate in the preliminary review and selection process. AB**
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: **Accept Ms. Owen's notice of retirement and her recommendation to establish a review committee to participate in the preliminary review and selection process. AB**
10. Prepared By: **Aubree Barnum, Human Resources Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution:



CITY OF ELKO

Office of the City Clerk

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

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7126 • Fax (775) 777-7129

February 1, 2018

Mayor Chris Johnson
Councilman Reece Keener
Councilman John Rice
Councilman Robert Schmidtlein
Councilwoman Mandy Simons

SUBJECT: Retirement

Dear Elko City Council,

Please be advised of my intent to retire effective July 6, 2018.

Working for the City the past 28 years has been rewarding and challenging. I am very appreciative of the promotions and recognitions I have received while working for the City. It has always been my intent to put 100% into my work, education and personal goals and I feel I have done that.

It is going to take some time getting used to not reporting to work every day and helping the citizens of Elko but I am also excited about reaching my retirement and being able to spend more time with my family. My husband and four children have always been supportive of my career but I know that it was not easy for them and now I have a chance to make up for that.

The City of Elko became a second family to me. We really have some awesome people that are dedicated to the City, care about the community and coming to work every day is more than just a job to them.

To everyone at the City, thank you for the support and the encouragement over the years!

Sincerely,

Shanell Owen, MMC
City Clerk/Treasurer

Cc: Curtis Calder, City Manager
Aubree Barnum, Human Resource Manager ✓

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the revised position description for City Clerk, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 27, 2018**
3. Agenda Category: **PERSONNEL**
4. Time Required: **5 Minutes**
5. Background Information: **The City Clerk position description has been revised to comply with updated position description standards as recommended by POOL/PACT. Additionally, minor revisions have been made to the requirements and qualifications of the position. AB**
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: **Copy of proposed position description**
9. Recommended Motion: **Approve the revised City Clerk position description as presented effective March 27, 2018**
10. Prepared By: **Aubree Barnum, Human Resources Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution:

CITY CLERK

City of Elko, Nevada – Employment Position Description

Department: City Clerk Department

Title: City Clerk

FLSA Status: Exempt

Created: March 20, 2018

Last Revised:

DEFINITION

To plan, direct, manage and oversee the activities and operations of the City Clerk's Office including public information, election management, City Manager and City Council support, and records management; to coordinate assigned activities with other City departments and outside agencies; and to provide highly responsible and complex administrative support to the City Manager and City Council. This is an at-will position which is appointed by, and serves at the pleasure of, the Elko City Council.

DISTINGUISHING CHARACTERISTICS

This is an Appointed Official position. Incumbents are expected to exercise independent judgment in carrying out assignments.

SUPERVISION EXERCISED

Exercises direct supervision over City ~~Clerk's~~Clerk's staff.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

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

Assume full management responsibility for all City Clerk's Office services and activities; recommend and administer policies and procedures.

Attend City Council meetings. Serve as the municipal filing officer as provided for by law; record and maintain all official City documents including agreements, minutes, ordinances and resolutions and other official documents and their safekeeping; keep accurate records of the proceedings of the City Council; coordinate preparation of City Council meeting minutes, publish legal notices, hearings, ordinances, and street vacations; follow-up on Council actions to ensure timely preparation, indexing and filing.

Manage the development and implementation of City Clerk's Office goals, objectives, policies, and priorities for each assigned service area; establish, within City policy, appropriate service and staffing levels; allocate resources accordingly.

Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor ~~work load~~workload, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct the implementation of changes.

Manage and participate in the development and administration of the City Clerk's Office budget; direct the forecast of additional funds needed for staffing, equipment, materials, and supplies; direct the monitoring of and approve expenditures; direct the preparation of and implement budgetary adjustments as necessary.

Coordinate City Clerk's Office activities with those of other departments and outside agencies and organizations; provide staff assistance to the City Manager and City Council; prepare and present staff reports and other necessary correspondence.

~~Attend City Council meetings and oversee the recording of all official proceedings; oversee and prepare minutes and other documents; direct the publication, filing, indexing and safekeeping of all proceedings of the City Council.~~

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Manage and coordinate the operation of issuing business, liquor, gaming, brothel, room tax, and special events licenses.

Serve as custodian of official City records and public documents; develop and implement state-of-the-art records management systems and procedures in compliance with Federal, State, and local laws; review record retention and disposition schedule for all departments.

Prepare public improvement agreements and addendums; establish files; track bonds and financial guarantees for subdivisions.

Administer grants received from State or Federal programs; prepare applications, documentation, and reports in accordance with program specifications; coordinate financial management including pay requests and quarterly reporting.

Prepare and oversee contract agreements for land, grazing, and airport leases; perform billing as needed; track for expiration.

Administer City liability insurance program; review and research claims against the City; provide cost estimates, police reports, and photographs to insurance carrier.

Perform all statutory duties as established by State law and ordinances of the City of Elko.

Plan and conduct municipal general, and bond elections in cooperation with the Elko County Clerk; ensure conformance to election and government code; advise candidates,

City officials, and designated employees of financial disclosure requirements; maintain documents for public inspection; ~~order and maintain election supplies~~; administer and file oaths of office and oaths of allegiance; receive and process petitions relating to matters pertaining to the City.

Maintain the City's Municipal Code; determine placement and assign new article/section numbers to new revisions/additions to the Municipal Code; assist departments in format of resolutions and ordinances; attest, publish, index and file ordinances and resolutions.

Administer a variety of functions in the City Clerk's Office including registration of voters and distribution of amendments to Municipal Code.

Provide official notification to the public regarding public hearings including legal advertising of notices.

Respond to and resolve difficult and sensitive citizen inquiries and complaints.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Research and prepare data for City Council, staff members, other governmental agencies, citizens, and news media; answer questions and give out information on the telephone, by correspondence, and in person.

Conduct bid openings; publish notices; post as requested; review all legal documents for conformance with City code and/or Nevada Revised Statutes; perform payroll verifications; prepare, record, and publish acceptances.

Execute and attest Mayor's signature on all official and legal documents; counter-sign all contracts, warrants, and licenses; maintain custody of City seal.

Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of municipal government.

OTHER JOB RELATED DUTIES

~~Perform related duties and responsibilities as assigned.~~

JOB-RELATED AND ESSENTIAL QUALIFICATIONS FOR EMPLOYMENT:

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

Knowledge of:

Pertinent Federal, State, and local laws, codes, and regulations.

Organization and functions of municipal government.

Election laws, political reform requirements, and procedures for administering municipal elections.

Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.

Modern and complex principles and practices of program development and administration.

Advanced principles and practices of accounting and municipal budget preparation and administration.

Principles and practices of records management including records retention laws.

Knowledge of:

English usage, spelling, vocabulary, grammar, and punctuation.

Practices used in minute taking and preparation.

Modern office procedures, methods, and computer equipment.

Principles of supervision, training, and performance evaluation.

Techniques used in public relations.

Safe driving principles and practices.

Skill to:

Operate modern office equipment, including ~~computer equipment~~ computers, fax machines, copiers, readers/printers, image scanners and applicable software.

~~Operate;~~ prepare a variety of required forms and documents; operate a motor vehicle safely.

Ability to:

—— Direct the retention/destruction of official records in accordance with applicable laws and regulations.

—— Provide information and organize material in compliance with laws, regulations, and policies.

—— Select, supervise, train, and evaluate assigned staff.

—— Gain cooperation through discussion and persuasion.

—— Prepare and administer a budget.

—— Plan and organize work to meet schedules and deadlines.

—— Identify and respond to community, City Manager, and City Council issues, concerns, and needs.

—— Develop, implement, and administer goals, objectives, and procedures for providing effective and efficient City Clerk's Office services.

—— Ability to:

Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.

—— Research, analyze, and evaluate new service delivery methods, procedures, and techniques.

—— Prepare and maintain accurate and complete records.

—— Plan, coordinate, and conduct municipal elections.

—— Oversee and participate in the preparation of official minutes, resolutions, and ordinances.

—— Meet and deal tactfully and effectively with the public.

—— 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:

—— Required Certifications and Licenses:

Possession of an appropriate, valid driver's license.

Possession of, or ability to obtain Certification by the International Institute of Municipal Clerks as a Certified Municipal Clerk.

Possession of, or ability to obtain, an appropriate, valid Notary Public License.

Experience and Training

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to obtain the knowledge, skills and abilities is:

Experience:

Five years of increasingly responsible experience in complex administrative office work in a City Clerk's Office, in the fields of records management, office management, or a related field; preferably in municipal government, including two years of supervisory responsibility.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in public administration, business administration, or a related field.

License or Certificate:

~~Possession of, or ability to obtain, an appropriate, valid driver's license.~~

~~Certification by the International Institute of Municipal Clerks as a Certified Municipal Clerk.~~

~~Certification as a Notary Public.~~

Special Physical and Mental/Intellectual Requirements:

~~Essential duties require the following physical skills and work environment:~~

~~Ability to work in a standard office environment; availability to attend evening meetings; ability to travel to different sites and locations.~~

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

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, lifting, squatting and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine coordination in preparing forms and reports. The ability to interact professionally, communicate effectively, and exchange information accurately with all internal and external customers. Regular and consistent punctuality and attendance.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Applicants and incumbents are encouraged to discuss potential accommodations with the employer.

Working Conditions:

Work is performed primarily indoors, in an office setting.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records.

Employee's Signature

Date Signed

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible acceptance of a Quitclaim Deed and Waiver between Surebrec Holdings, LLC and the City of Elko, Nevada, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 27, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **3 Minutes**
5. Background Information: **A condition of Annexation No. 2-17 was to release any right, title, and interest in the nonexclusive easements for a waterline granted by the State of Nevada, Division of State Lands.**

This action (Quitclaim Deed and Waiver) satisfies that condition. These easements were previously owned by the State of Nevada, Division of State Lands until such time as Surebrec Holdings, LLC acquired the property. RL
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: **Quitclaim Deed and Waiver**
9. Recommended Motion: **Move to accept Quitclaim Deed and Waiver**
10. Prepared By: **Ryan Limberg, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

APN 006-10C-002

Recording Requested

By and Return to:

Elko City Clerk
1751 College Avenue
Elko, NV 89801

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

Grantor's Address/

Send Tax Statements to:

Surebrec Holdings, LLC
Attn: Robert N. Fitzgerald, Manager
P.O. Box 8070
Reno, NV 89507

QUITCLAIM DEED AND WAIVER

THIS INDENTURE, made and entered into this 7 day of March, 2018, by and between **SUREBREC HOLDINGS, LLC**, a Nevada Limited Liability Company, Grantor, and **CITY OF ELKO, NEVADA**, a municipal corporation and political subdivision of the State of Nevada, Grantee, the following property situate in the County of Elko, State of Nevada more particularly described as follows:

WITNESSETH:

That the Grantor, for and in consideration of the sum of **TEN DOLLARS (\$10.00)**, lawful money of the United States of America, to it in hand paid by Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents, remise, release and forever quitclaim unto the Grantee, and unto its successors, and assigns, all its right, title and interest in and to the nonexclusive easements for waterlines situate, lying and being in the County of Elko, State of Nevada, and more particularly described at Exhibit A and shown on the map at Exhibit B.

TO HAVE AND TO HOLD said easements to the Grantee and its successors and assigns forever.


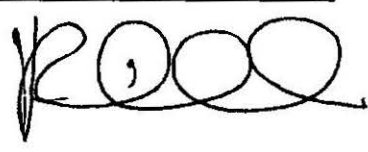
Grantor further hereby irrevocably waives and relinquishes any covenants, agreements

or other rights, contractual or otherwise (to include, without limitation, the right to water taps), which it might have acquired as successor to or assign of the State of Nevada, acting by and through the Division of State Lands on lands assigned to the Department of Human Resources, Nevada Youth Training Center, under that certain document entitled "Nevada Youth Training Center, Elko - Three (3) Non-Exclusive Waterline Easements," recorded in the Official Records of the Elko County Recorder on October 14, 2008, as Document Number 604499.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand, by and through its members, on the day year first hereinabove written.

GRANTOR:

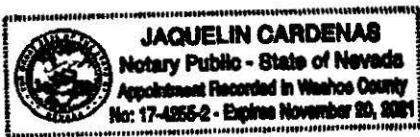
SUREBREC HOLDINGS, LLC

By: 
Manager 
) : SS.

STATE OF NEVADA

COUNTY OF Washoe)

This instrument was subscribed and sworn (or acknowledged) before me on this
7 day of March, 2018, by Robert Fitzgerald.




NOTARY PUBLIC

EXHIBIT A
SUREBREC HOLDINGS, LLC TO THE CITY OF ELKO
WATERLINE EASEMENT
March 14, 2018

An easement for waterline purposes located in Section 36, T.35 N., R.55 E., M.D.B. & M., Elko County, Nevada, more particularly described as follows:

Beginning at Corner No. 1, a point being the Southwest Corner of said Section 36, the True Point of Beginning, from which the West 1/4 Corner of said Section 36 bears N 00° 12' 43" W, 2662.91 feet;

Thence N 00° 12' 43" E, 20.00 feet along the West line of said Section 36 to Corner No. 2;

Thence S 89° 40' 52" E, 2200.64 feet along a line 20.00 feet Northerly of and parallel with the South line of said Section 36 to Corner No. 3;

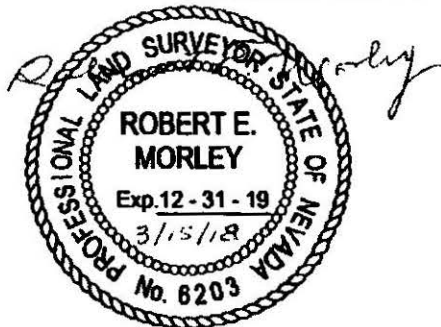
Thence N 39° 10' 03" E, 726.17 feet along a line 20.00 feet Northwesterly of and parallel with the Northwesterly right of way of Interstate Route 80 to Corner No. 4, a point being on North-South 1/4 Section line of said Section 36;

Thence S 00° 00' 29" E, 31.66 feet along the said North-South 1/4 Section line of Section 36 to Corner No. 5, a point being on the Northwesterly Right of Way of Interstate Route 80;

Thence S 39° 10' 03" W, 711.19 feet along the said Northwesterly Right of Way of Interstate Route 80 to Corner No. 6, a point being on the South line of said Section 36;

Thence N 89° 40' 52" W, 2210.18 feet along the said South line of Section 36 to Corner No. 1, the point of beginning, containing 1.343 acres, more or less.

Reference is hereby made to Exhibit B, Map to Accompany Grant of Waterline Easement to the City of Elko, Nevada attached hereto and made a part of.



Prepared by Robert E. Morley
High Desert Engineering

640 Idaho Street
Elko, Nevada 89801

EXHIBIT B
MAP TO ACCOMPANY
GRANT OF WATERLINE EASEMENT
TO
THE CITY OF ELKO, NEVADA
IN
SECTION 36, T.35 N., R.55 E.,
M.D.B. & M.

SUREBREC HOLDINGS, LLC
APN 006-10C-006
PARCEL C
PARCEL MAP
FILE NO. 735391

FOUND BRASS CAP
MARKED RLS 11
WEST 1/4 CORNER
SECTION 36

LUPINE
ST.

LOT 1
BLOCK 57
MEADOW
VALLEY
RANCHOS
UNIT NO. 5

LOT 8
BLOCK 57
MEADOW
VALLEY
RANCHOS
UNIT NO. 5

ASTER
ST.

LOT 1
BLOCK 84
MEADOW
VALLEY
RANCHOS
UNIT NO. 3

LOT 8
BLOCK 84
MEADOW
VALLEY
RANCHOS
UNIT NO. 5

**FOUND
BRASS CAP
IN MONUMENT WELL**

N 00°12'43" E
20.00'

PARCEL NO. 3
PARCEL MAP
FILE NO. 611780

PARCEL NO. 2
PARCEL MAP
FILE NO. 595974

PARCEL NO. 3
PARCEL MAP
FILE NO. 595974

CITY OF ELKO /
APN 001-860-085
WELL 38

FOUND BRASS CAP
MARKED RLS 11
CENTER 1/4 CORNER
SECTION 36

N 00°00'29" W
31.66' —

20.00' WATERLINE
EASEMENT
1.343 AC.

FOUND BRASS CAP
MARKED RLS 11

RUBY VISTA DR.
1-80 RIGHT OF WAY

1-80

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Non Exclusive Utility Easement with the State of Nevada, Division of State Lands, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 27, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **3 Minutes**
5. Background Information: **This new easement replaces a prior easement and is necessary due to the transfer of land from the State of Nevada to Surebrec Holdings, LLC. RL**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **No Required**
8. Supplemental Agenda Information: **Non Exclusive Easement**
9. Recommended Motion: **Move to approve Non Exclusive Utility Easement with the State of Nevada, Division of State Lands**
10. Prepared By: **Ryan Limberg, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution



CFS-12, LW
Interest: 15260
Project: 6069
Contract: 4724
Elko County
A.P.N.: 006-320-008

Recording Requested by and Return To:
DIVISION OF STATE LANDS
901 S. STEWART STREET, SUITE 5003
CARSON CITY, NV 89701-5246

NON-EXCLUSIVE UTILITY EASEMENT

**CITY OF ELKO WATERLINE EASEMENT
NEVADA YOUTH TRAINING CENTER**

This Non-Exclusive Easement is made and entered into this _____ day of _____, 2018 by and between the STATE OF NEVADA, acting through the NEVADA DIVISION OF STATE LANDS, for and on behalf of the DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF CHILD AND FAMILY SERVICES, Nevada Youth Training Center, hereinafter referred to as GRANTOR, and CITY OF ELKO, a consolidated municipality, hereinafter referred to as GRANTEE:

WHEREAS, GRANTOR owns Elko County Assessor's Parcel Number 006-320-008; and

WHEREAS, GRANTOR granted an easement, dated September 4, 2008 and recorded as Document #604499 in the Elko County Recorder's Office on October 14, 2008, for the purpose of consolidating past easements containing four segments of a TWENTY-FOUR inch (24") water pipeline, designated as Segments A, B, C, and D; and

WHEREAS, Easement Document #604499 provided that in consideration for the use of said easement, GRANTEE agreed to pay a reduced rental fee and to provide at their expense

THREE (3) EIGHT inch (8") water taps along any portion of the TWENTY-FOUR inch (24") water pipeline system, to be reserved for GRANTOR's future use; and

WHEREAS, GRANTOR and GRANTEE entered into an agreement on September 11th, 2002, known as the "AGREEMENT FOR THE SUPPLY OF CITY WATER SERVICE TO PROPERTY LOCATED OUTSIDE OF CITY LIMITS." Per the terms of said agreement, one of the THREE reserved EIGHT inch (8") water taps will be used for the Department of Wildlife Headquarters, situated on Elko APN 006-10C-004, leaving TWO EIGHT inch (8") water taps in reserve for future use by the GRANTOR; and

WHEREAS, GRANTOR entered into a land exchange agreement with Surebrec Holdings, LLC on May 31st, 2017 and executed a quitclaim deed on October 4th, 2017 which was recorded as Document #732412 in Elko County's Recorder's Office on October 31st, 2017. Said quitclaim deed conveyed the property described as Elko APN 006-10C-006 to Surebrec Holdings, LLC; and

WHEREAS, the Easement Segments A and D are situated on the property that was quitclaimed to Surebrec Holdings, LLC and are no longer under the control or ownership of the GRANTEE; and

WHEREAS, GRANTEE requested that Easement Document #604499 be terminated in order to obtain from the GRANTOR a new easement for the remaining TWENTY-FOUR inch (24") water pipeline still situated on state lands; and

WHEREAS, GRANTEE has agreed to continue the reservation of the TWO (2) remaining EIGHT inch (8") water taps for the GRANTOR's future use along the TWENTY-FOUR inch (24") water pipeline system; and

WHEREAS, GRANTOR reserves the right to access TWO (2) TWELVE inch (12") water taps situated within the right-of-way on the property that was obtained as part of the land exchange agreement with Surebrec Holdings, LLC, referenced above;

WHEREAS, NRS 322.050 and 322.060 give the Administrator of the Division of State Lands the authority to grant easements over or upon any land owned by the State of Nevada;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, GRANTOR does hereby grant to GRANTEE a Non-Exclusive Easement for the purposes stated above, hereinafter referred to as "the Project," under and across the following described property, together with the right to enter upon the property to construct, reconstruct, inspect, maintain, and repair structures and to remove bushes, undergrowth or other obstructions interfering with the location, construction and maintenance, in whole or in part, at will under and across a portion of that certain property situate in Section 31, Township 35N, Range 56E, as shown on **EXHIBIT A1 & A2** attached hereto and by reference made a part hereof. The location of the Project is described in the legal description attached hereto as **EXHIBIT B1 & B2** and by reference made a part hereof.

IN FURTHER CONSIDERATION for the granting of this Non-Exclusive Easement, GRANTEE, its successors and assigns and/or its agent(s) and contractor(s), understands and agrees to the following specific conditions:

1. **PURPOSE:** The property described herein may be used by GRANTEE solely for the Project. The Project shall be executed in accordance with plans depicted in **EXHIBIT A1 & A2**, dated February 26, 2018 and March 1, 2018, respectively, incorporated herein and by reference made a part hereof.

2. **JURISDICTION OF STATE:** The Non-Exclusive Easement for the Project extends only to the areas described in **EXHIBITS A1 & A2 and B1 & B2** and shall not be construed to authorize access across private lands. If GRANTEE needs to utilize other portions of the property not granted to it through this Non-Exclusive Easement, a permit, license, easement or other authorization to do so is required.

3. **CONSIDERATION:** For and in consideration of the Project, GRANTEE, its successors and assigns, hereby agree to pay an annual use fee in the amount of NINE HUNDRED FORTY-FIVE DOLLARS AND NO/100 (\$945.00) under Contract 4724 per year to the GRANTOR for the Project [NRS 321.003(2),322.060(2)]. Said fees are to be paid in advance commencing on the execution date of this Non-Exclusive Easement and on or before March 30th every year thereafter for the entire duration of said Non-Exclusive Easement. This fee is payable to the STATE OF NEVADA, DIVISION OF STATE LANDS, and is to be mailed to:

**DIVISION OF STATE LANDS
901 S. STEWART ST., SUITE 5003
CARSON CITY, NV 89701**

The GRANTOR reserves the right to reevaluate, reassess and adjust the Non-Exclusive Easement fee for the Project every FIVE (5) years. Should GRANTEE dispute a proposed fee increase, the dispute may be resolved by an appraisal of the fair market value of the Non-Exclusive Easement by a qualified appraiser selected by both GRANTOR and GRANTEE. The GRANTEE shall pay for the appraisal and any associated costs.

4. **LATE PAYMENT FEE:** The annual use fee shall be paid in advance to GRANTOR and shall be due on or before the due date provided herein. Any payment made after this due date shall be subject to a late payment fee in the amount of FORTY-SEVEN AND NO/100 DOLLARS

(\$47.00). If fees, including late fees, become more than SIXTY (60) days in arrears, the Non-Exclusive Easement may be terminated by GRANTOR.

5. **PERMITS:** This Non-Exclusive Easement is subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. GRANTEE agrees to obtain and adhere to the conditions of the necessary permits.

6. **INDEMNIFICATION:** GRANTEE, together with its successors and assigns, and/or agent(s), agrees to indemnify, defend and hold harmless the State of Nevada and its agents from and against any and all liability for personal injuries, claims, actions, damages, expenses, or for loss of life or property resulting from, or in any way connected with the conditions or use of the premises covered herein, including any hazard, deficiency, defect, or other matter, known or unknown, or connected with the installation and maintenance of the Project. This indemnification does not exclude the State of Nevada's right to participate in its defense of a matter subject to this indemnification.

7. **LIMITED LIABILITY:** The parties do not waive and intend to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41.

8. **INSURANCE; CONTRACTORS AND SUB-CONTRACTORS:** This provision is applicable to all Non-Governmental Entities engaged to work on the premises granted by this Non-Exclusive Easement and does not apply to any GRANTEE, as it is a Public Entity. GRANTEE agrees to require its contractors and their sub-contractors who perform work on the Project to carry their own General Liability Insurance Policy issued by an insurance company authorized to do business in the State of Nevada and which is currently rated by A. M. Best as A-VII or better. The insurance policy shall be in full force and effect while the contractor or subcontractor is working

on the Project. Such insurance policy shall be at the minimum, in the amount of \$1,000,000 per occurrence for bodily injury and property damage and shall via an endorsement, name the *State of Nevada, its officers, employees and agents as additional insureds* for all liability arising from the use of state land. Each liability insurance policy shall also provide for a waiver of subrogation as to all additional insureds. GRANTEE agrees to require its contractors and sub-contractors to provide to the State of Nevada the Accord 25 Certificate of Insurance as proof of the insurance and an Additional Insured Endorsement, signed by an authorized insurance company representative, to evidence the endorsement of the State as additional insured. **The Certificate of Insurance and Additional Insured Endorsement shall be provided by each contractor and sub-contractor prior to their entry upon state property and be sent to:**

**Lucy Wong, Land Agent II
Nevada Division of State Lands
901 S. Stewart Street, Suite 5003
Carson City, Nevada 89701**

9. PLANS AND PHOTOGRAPHS: The Project and related activities must be completed in accordance with the approved application and plans on file in the office of the Division of State Lands. The Division of State Lands must be notified if any alterations to the approved plans which would substantially affect the land are made or proposed prior to commencement of or during any work on the Project and related activities. The Division of State Lands reserves the right to prohibit said alterations.

10. INSPECTION: GRANTOR retains the right to inspect the Project at any time. GRANTEE agrees to notify GRANTOR at least **TWO (2)** business days prior to the commencement and termination of any activities on the property to allow interested agencies the opportunity to inspect the Project.

11. EXISTING EASEMENTS: GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to require contractors to use caution when constructing and performing work on the Project and supporting equipment, and to be mindful of the possibility of additional utility laterals not known, and to be responsible for damage caused to any other utilities located upon state land. The legally required offsets from any existing gas, electric, water and/or communication lines shall be maintained at all times.

12. HISTORIC DISCOVERIES: If prehistoric or historic remains or artifacts are discovered during any work performed within the Non-Exclusive Easement, work will be temporarily halted and the State Historic Preservation Office at (775) 684-3448 as well as the Division of State Lands at (775) 684-2720 shall be notified. GRANTEE will heed to the responsibilities required under Section 106 of the National Historic Preservation Act of 1966, as amended.

13. DAMAGE TO STATE LAND: GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to pay for and be responsible for all direct or indirect damages to the real property, improvements, and personal property of GRANTOR caused by GRANTEE during any construction, re-location, installation, use, operation, inspection, future maintenance, repairs, reconstruction and removal of the Project, and further agrees to return the land to its pre-project condition upon completion of the work.

14. MAINTENANCE: GRANTEE, its successors and assigns, shall be responsible for all maintenance of parts of the Project owned by GRANTEE and within the Non-Exclusive Easement and understands and agrees that the Project must be maintained in good repair at all times.

15. ENVIRONMENTAL CONDITIONS: GRANTEE, its successors and/or its agent(s) understands and agrees to maintain the Project within the Nevada Division of Environmental Protection's Best Management Practices guidelines and shall require its contractors to do the same to the extent applicable.

16. WARRANTIES: GRANTOR makes no warranty as to the condition of or the adequacy of the property for the proposed uses of GRANTEE.

17. NOTICES: All notices under this Non-Exclusive Easement shall be in writing and delivered in person or sent by certified mail, return receipt requested, to GRANTOR and to GRANTEE at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:

GRANTOR'S ADDRESS:

Division of State Lands
901 S. Stewart St., Ste. 5003
Carson City, Nevada 89701

GRANTEE'S ADDRESS:

City of Elko
1751 College Ave
Elko, Nevada 89801

18. FURTHER AUTHORIZATIONS: Further authorization from the Division of State Lands is required prior to commencement of any future work or activities at locations other than that described in **EXHIBITS A1 & A2 and B1 & B2.**

19. TERMINATION: Either party shall have the right to terminate this Non-Exclusive Easement in whole or in part any time during the term hereof; provided, however, that either party shall give NINETY (90) days written notice of election to terminate. Upon termination, the land will be returned to as near as its original condition as possible. The GRANTEE, its successors and assigns, understands and agrees that at the termination of this Non-Exclusive Easement the Project will be removed by GRANTEE, if so requested by GRANTOR, and the land restored to its pre-project condition. Any and all right, title or interest must be quitclaimed by instrument to

the GRANTOR within a reasonable time, without claim or demand of any kind from GRANTOR. Except as might otherwise be provided for, any expenses for removal of the Project and for the restoration of the land will be borne by GRANTEE, its successors and assigns at no expense or cost to the GRANTOR.

20. TERM AND DISCONTINUATION: This Non-Exclusive Easement shall continue so long as the same may be necessary and required for the purposes for which it was granted unless terminated sooner pursuant to another provision. If at any time the GRANTEE should discontinue said use for a period of ONE (1) year, this Non-Exclusive Easement shall thereupon terminate and all right, title and interest therein shall revert to GRANTOR, its successors and assigns.

21. COMPLIANCE TO CONDITIONS: Failure to concur with or comply with any of the conditions contained herein will cause this Non-Exclusive Easement to become invalid and shall require the removal of the Project and appurtenances. All right, title and interest in the Non-Exclusive Easement shall revert to GRANTOR. GRANTEE agrees to provide a copy of this Non-Exclusive Easement to its contractors prior to entering and beginning any work on the property described herein.

22. WAIVER: The failure of GRANTOR to insist upon strict performance of any of the covenants and agreements to this Non-Exclusive Easement or to exercise any option herein conferred in any one or more instance, shall not be construed to be a waiver or relinquishment of any such covenants and agreements.

23. SURVIVAL: This Non-Exclusive Easement, and all of the terms hereof, shall inure to the benefit of, and be binding upon, the heirs, assigns and successors of the parties hereto, and the rights and obligations of the GRANTEE are, and shall continue to be, joint and several.

24. ENTIRE AGREEMENT: This Non-Exclusive Easement and conditions incorporated herein contain all of the agreements between the parties with respect to the matters contained herein. No prior agreement, understanding or verbal statement made by any party is a part hereof. No provisions of the Non-Exclusive Easement may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both parties. When executed by the GRANTOR and GRANTEE, this Non-Exclusive Easement shall be binding upon GRANTOR and GRANTEE, their successors and assigns.

25. AMENDMENT OR MODIFICATION: This Non-Exclusive Easement may be amended or modified at any time with the mutual consent of the parties hereto, which amendment or modification must be in writing, and executed and dated by the parties hereto.

26. SEVERABILITY: If any term or provision of this Non-Exclusive Easement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Non-Exclusive Easement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby, and each term and provision of this Non-Exclusive Easement shall be valid and shall be enforced to the fullest extent permitted by law.

27. GOVERNING LAW: This Non-Exclusive Easement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

28. VENUE: Any lawsuit brought to resolve a dispute arising from this Non-Exclusive Easement must be brought either in the District Court in and for the County of Elko or in Carson City, Nevada.

29. ASSIGNMENT OF EASEMENT: This easement may not be assigned or transferred without prior written approval of the GRANTOR. Such approval will not be unreasonably withheld.

30. RECORDING: This Non-Exclusive Easement may be recorded with the Elko County Recorder. GRANTEE shall be responsible for all recording fees.

All covenants and agreements herein contained shall extend to and be a binding contract upon the successors and assigns as the case may be of the respective parties. Authorization given by the Division of State Lands does not obviate the necessity of obtaining other local, regional, or federal assent to the work authorized.

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IN WITNESS WHEREOF, the parties hereto have executed this Non-Exclusive Easement as of the day and year first above written.

GRANTOR:

**STATE OF NEVADA
Division of State Lands**

By _____
CHARLES DONOHUE
Administrator and State Land Registrar

STATE OF NEVADA)
 :SS.
CARSON CITY)

On _____, 2018, personally appeared before me, a notary public CHARLES DONOHUE, Administrator and State Land Registrar, Division of State Lands, who acknowledged that he executed the above document.

NOTARY PUBLIC

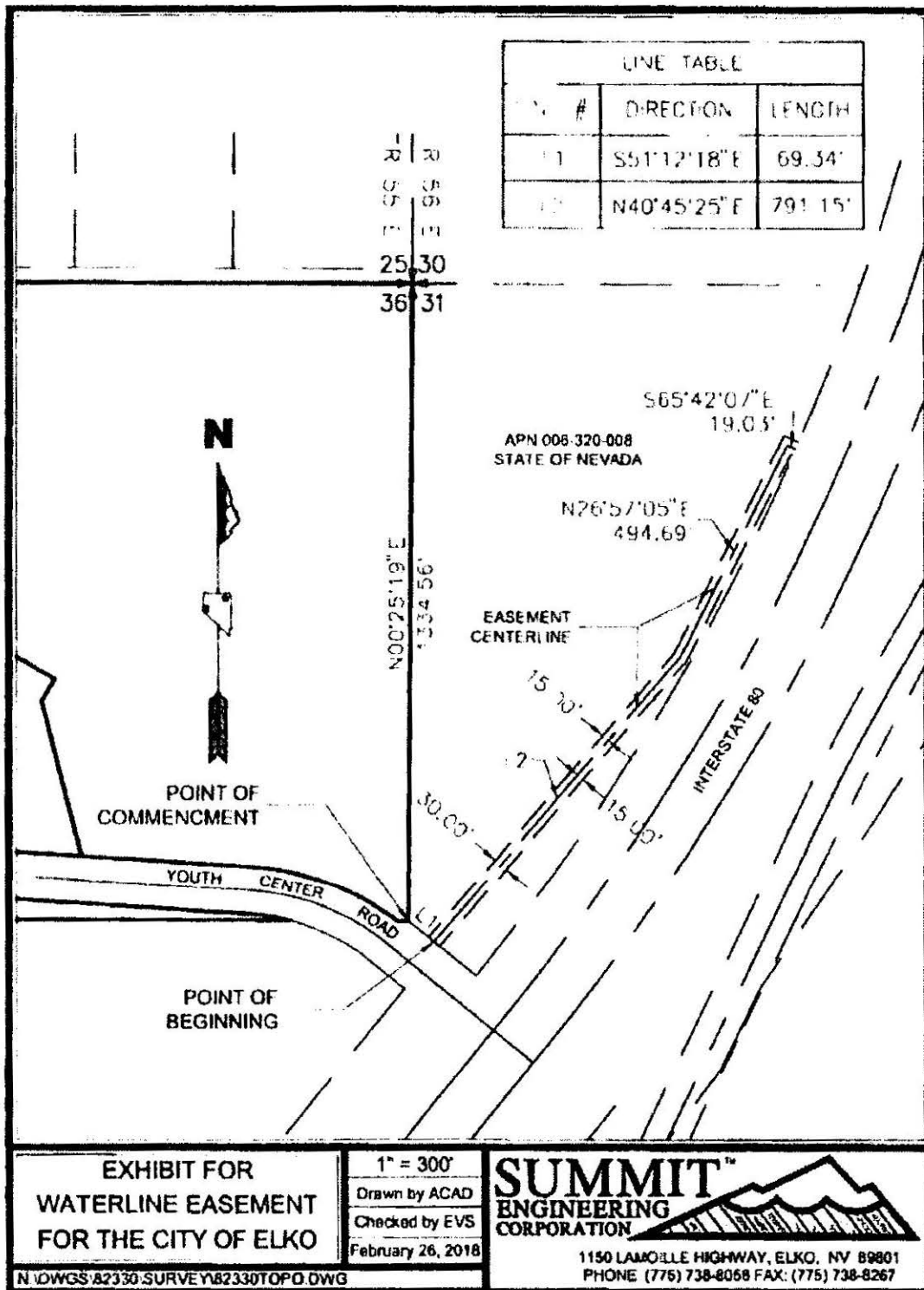
APPROVED as to Form:

**ADAM PAUL LAXALT
Attorney General**

By _____
LORI M. STORY
Senior Deputy Attorney General

Date

**EXHIBIT A1:
EASEMENT PORTION A
MAP**



**EXHIBIT A2:
EASEMENT PORTION B
MAP**

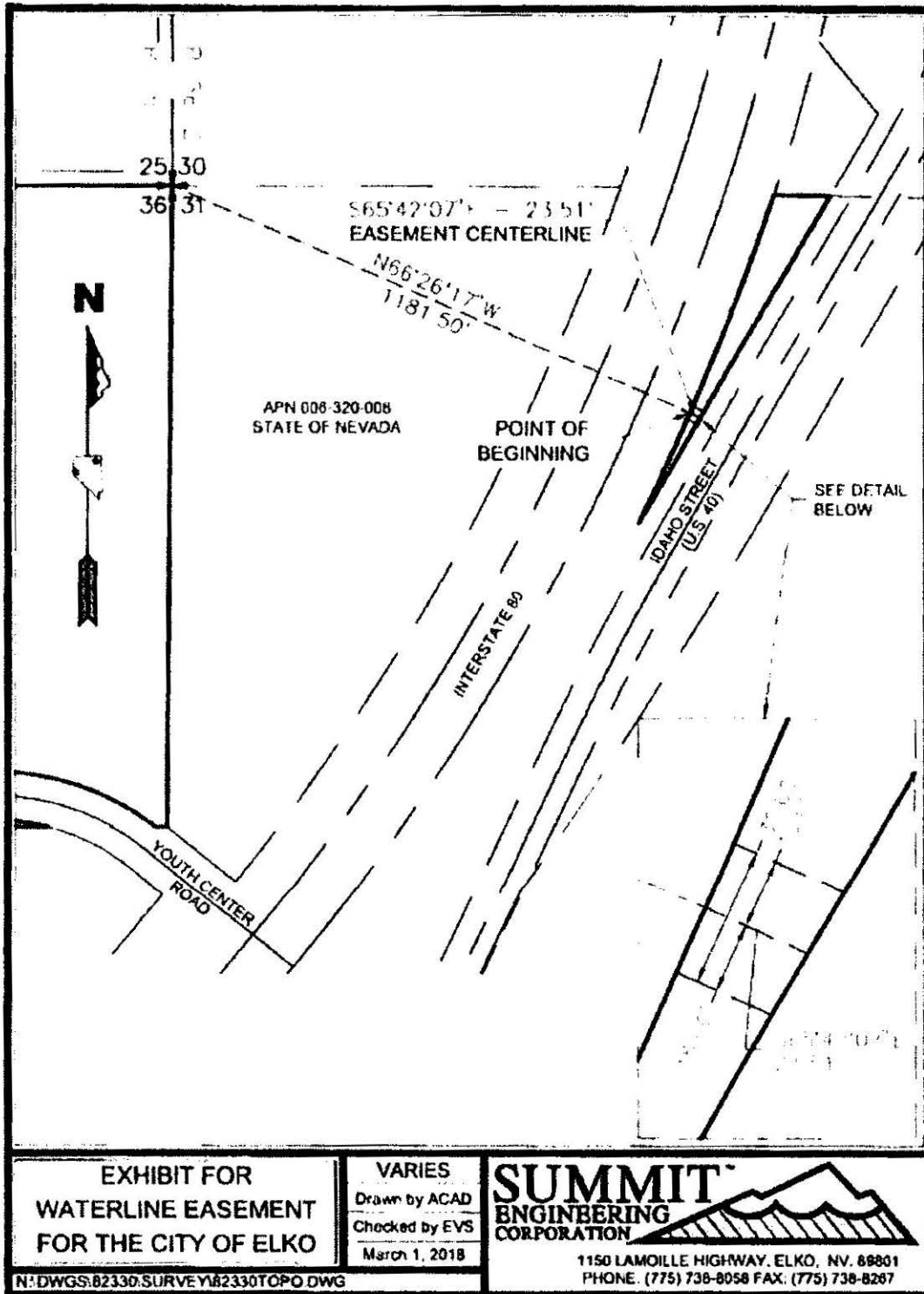


EXHIBIT B1:
EASEMENT PORTION A

LEGAL DESCRIPTION
APN 006-320-008

A strip of land located within the northwest corner of Section 31, Township 35 North, Range 56 East, M.D.M., County of Elko, State of Nevada, said strip of land being 30 feet in width, lying 15 feet on both sides of the following described centerline:

Commencing at the intersection of the easterly boundary of Parcel B and the northeasterly right-of-way of Youth Center Road as shown on the Parcel Map for State of Nevada Division of State Lands, filed in the Office of the Elko County Recorder on June 14, 2002, as File No. 484376, from which the northwest corner of said Section 31 bears, North 00°25'19" East, 1334.56 feet;

THENCE along said northeasterly right-of-way, South 51°12'18" East, 69.34 feet to the **POINT OF BEGINNING**;

THENCE leaving said northeasterly right-of-way, North 40°45'25" East, 791.15 feet;

THENCE North 26°57'05" East, 494.69 feet;

THENCE South 65°42'07" East, 19.03 feet to a point on the westerly right-of-way of Interstate 80, the **POINT OF ENDING**.

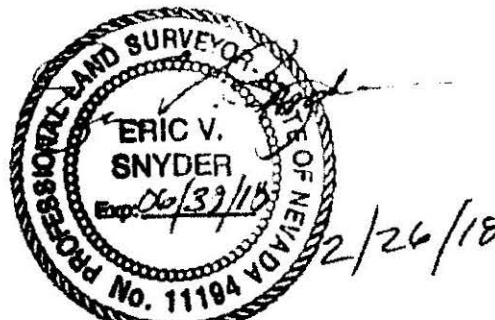
The sidelines of the above described strip of land shall be extended or shortened to terminate at the northeasterly right-of-way of Youth Center Road and the northwesterly right-of-way of Interstate 80.

Said strip of land contains an approximate area of 39,146 square feet.

BASIS OF BEARINGS:

The Parcel Map for State of Nevada Division of State Lands, filed in the Office of the Elko County Recorder on June 14, 2002, as File No. 484376.

Description Prepared By:
Eric V. Snyder, PLS
Summit Engineering Corp.
1150 Lamoille Highway
Elko, Nevada 89801



END OF DESCRIPTION

EXHIBIT B2:
EASEMENT PORTION B

**LEGAL DESCRIPTION
FOR A WATER LINE EASEMENT**

A strip of land located within that certain parcel as described in a Quitclaim Deed recorded March 30, 1989 in the Office of the Elko County Recorder in Book 670, Page 582 as Document No. 272715, also being located within the northwest corner of Section 31, Township 35 North, Range 56 East, M.D.M., County of Elko, State of Nevada, said strip of land being 30 feet in width, lying 15 feet on both sides of the following described centerline:

BEGINNING at a point on the easterly right-of-way of Interstate 80, 100.00 feet right of and measured radially from Highway Engineer's Station "BE" 127+13.56 P.O.C., and from which the northwest corner of said Section 31 bears, North 66°26'17" East, 1181.50 feet;

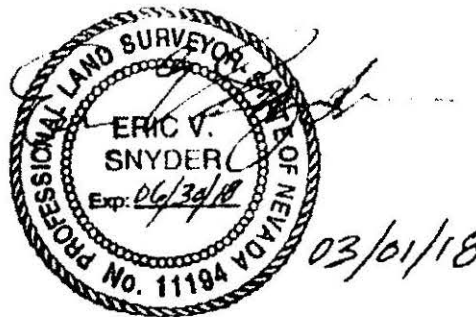
THENCE leaving said easterly right-of-way, South 65°42'07" East, 23.51 feet to a point on the westerly right-of-way of Idaho Street, the **POINT OF ENDING**.

Said strip of land contains an approximate area of 706 square feet.

BASIS OF BEARINGS:

The Parcel Map for State of Nevada Division of State Lands, filed in the Office of the Elko County Recorder on June 14, 2002, as File No. 484376.

Description Prepared By:
Eric V. Snyder, PLS
Summit Engineering Corp.
1150 Lamoille Highway
Elko, Nevada 89801



END OF DESCRIPTION

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Termination of Easement with the State of Nevada, Division of State Lands, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 27, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **State of Nevada, Division of State Lands had previously granted an easement for a 24" waterline to the City of Elko defined as four different segments (Segment A,B,C,D). Ownership of the portions of property where segments A and D lie was transferred to Surebrec Holdings, LLC. The reason for this termination is the State of Nevada, Division of State Lands no longer owns the property where two of these easements are located.**

Related agenda items to be acted on at this meeting include approval of a new, reduced easement with the State of Nevada, Division of State Lands as well as approval of a Quitclaim Deed and Waiver with Surebrec Holdings, LLC. RL
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: **Termination of Easement**
9. Recommended Motion: **Move to approve Termination of Easement**
10. Prepared By: **Ryan Limberg, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:



CFS-12, LW
Interest: 15261
Project: 6068
Elko County
A.P.N.: 006-320-008, 006-10C-002

Return to:
DIVISION OF STATE LANDS
901 S. STEWART ST., SUITE 5003
CARSON CITY NV 89701

TERMINATION OF EASEMENT

NEVADA YOUTH TRAINING CENTER, ELKO THREE NON-EXCLUSIVE WATERLINE EASEMENTS

THIS TERMINATION OF EASEMENT, made and entered into this _____ day of _____, 2018 by and between the STATE OF NEVADA, acting by and through the DIVISION OF STATE LANDS and the State Land Registrar, for and on behalf of the DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF CHILD AND FAMILY SERVICES, Nevada Youth Training Center, hereinafter referred to as GRANTOR, and the CITY OF ELKO, a consolidated municipality, hereinafter referred to as GRANTEE.

WITNESSETH:

WHEREAS, at the time the Easement referenced below was EXECUTED the State of Nevada owned and administered the property known as the Nevada Youth Training Center, and identified as Elko County Assessor's Parcel Number: 006-10C-002 and 006-320-008; and

WHEREAS, on September 4, 2008, GRANTEE executed an instrument entitled "Nevada Youth Training Center, Elko – Three (3) Non-Exclusive Waterline Easements," (hereinafter the "Easement") recorded as Document #604499 on October 14, 2008 in the official records of Elko County for the purpose of granting under specified terms and conditions THREE (3) TWENTY-FOUR inch (24") waterlines on the sites described as follows:

Segment A:

An easement of that portion of the Parcel of Book 72, Page 541 of Deeds, Elko County, Nevada Records, lying in the SW 1/4 of Section 36, Township 35 North, Range 55 East, M.D.M., being a 20.00 foot wide strip of land parallel and coincident with the northwesterly right-of-way of Interstate 80, lying 10.00 feet on both sides of the following described line:

Commencing at the brass cap monument (R.L.S. 11) on the south line of Section 36, whence the southwest corner of Section 36, a brass cap monument (R.L.S. 11), bears North 89°40'59" West 2210.30 feet;

Running thence North 89°40'59" West 12.79 feet, along the south line of Section 36, to the point of beginning;

Thence North 39°09'57" East, 731.50 feet to a point on the east line of the SW 1/4 of Section 36.

The sidelines of the above described strip of land shall be extended and shortened to terminate at the south and east lines of said 1/4 section.

Segment B:

An easement of that portion of the NW 1/4 of Section 31, Township 35 North, Range 56 East, M.D.M., being a 40.00 foot wide strip of land lying 20.00 feet on both sides of the following described line:

Commencing at a 6" x 6" concrete highway right-of-way monument for Highway 40 at station 195+00.64 P.T., whence the northeast corner of Section 31, a U.S.G.L.O. brass cap, bears North 60°15'09" West 1197.43 feet;

Running thence North 30°04'24" East 289.41 feet, along the westerly right-of-way of Highway 40, to the point of beginning;

Thence North 66°31'38" West 24.86 feet, ending at the southeasterly right-of-way of Interstate 80.

The sidelines of the above described strip of land shall be extended and shortened to terminate at the westerly right-of-way line of Highway 40 and the southeasterly right-of-way of Interstate 80.

Segment C:

An easement of that portion of the NW 1/4 of Section 31, Township 35 North, Range 56 East, M.D.M., being a 30.00 foot wide strip of land lying 15.00 feet on both sides of the following described line:

Commencing at the U.S.G.L.O. brass cap at the northwest corner of Section 31, whence the west 1/4 corner of Section 31, a U.S.G.L.O. brass cap, bears South 00°26'24" West 2668.75 feet;

Running thence South 00°26'24" West 1334.38 feet, along the west line of Section 31, to the northerly right-of-way of Youth Center Road;

Thence South 51°09'42" East 67.58 feet, to the point of beginning;

Thence North 43°21'49" East 616.20 feet;

Thence North 28°42'42" East 671.15 feet;

Thence South 66°17'28" East 15.00 feet, ending at the northwesterly Right-of-Way of Interstate 80

The sidelines of the above described strip of land shall be extended and shortened to terminate at the northerly right-of-way line of Youth Center Road and the northwesterly right-of-way of Interstate 80.

Segment D:

A strip of land TWENTY (20) FEET in width situate, lying and being within a portion of the southwest one-quarter (SW1/4) of Section 36, Township 35 North, Range 55 East, M.D.M., of which is more particularly described as follows:

A strip of land twenty (20) feet in width, parallel to and adjoining the south line of the southwest one-quarter (SW1/4) of said Section 36, beginning at the west line of the said southwest one-quarter (SW1/4) of said section 36; thence proceeding easterly along the said south line of the southwest one-quarter (SW1/4) of said Section 36, a distance of 2,210.04 feet, more or less, to the westerly right-of-way line of Interstate Highway 80 and the point of ending.

The side lines of said strip of land are to be shortened or extended so as to terminate at their point of intersection with the west line of the said southwest one-quarter (SW1/4) of said Section 36 and the westerly right-of-way line of Interstate Highway 80.

The above described parcel contains and area of 1.0187 acres of land, more or less, and is subject to and together with all easements and reservations of record.

WHEREAS, the aforementioned Easement was amended solely to adjust the annual use fee to the fair market value on January 10th, 2014; the foregoing amendment was not recorded in the official records of Elko County; and

WHEREAS, the GRANTOR entered into a land exchange agreement with Surebrec Holdings, LLC and executed a Quitclaim Deed of the property described as Elko APN 006-10C-002 on October 04, 2017, which deed was recorded as Document #732412 in the official records of Elko County on October 31, 2017; and

WHEREAS, Segments A and D of the waterline easements, referenced in the above legal descriptions, are situated on the parcel that was quitclaimed to Surebrec Holdings, LLC and is no longer under the ownership and control of the GRANTOR; and

WHEREAS, GRANTEE desires a new Easement agreement reflecting the easement areas currently existing on state-owned land.

NOW THEREFORE, the GRANTOR, by the authorized signature below, does hereby TERMINATE the Easement. All right, title and interest of GRANTEE to said

premises shall terminate and shall revert to GRANTOR, its successors and assigns, and that GRANTOR shall have no further obligation to GRANTEE.

IN WITNESS WHEREOF, the parties hereto have subscribed this Termination of Easement the day and year first noted above.

GRANTOR:
STATE OF NEVADA,
Division of State Lands

By: _____
CHARLES DONOHUE
Administrator and State Land Registrar

STATE OF NEVADA)
 : ss
CARSON CITY)

On _____, 2018 personally appeared before me, a Notary Public, CHARLES DONOHUE, Administrator and State Land Registrar, Division of State Lands, who acknowledged that he executed the above instrument.

NOTARY PUBLIC

APPROVED as to Form:
ADAM PAUL LAXALT
Attorney General

By: _____
LORI M. STORY
Senior Deputy Attorney General

Date

APPROVED:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Division of Child and Family Services

By: _____

KELLY WOOLDRIDGE

Administrator

Date

GRANTEE:

CITY OF ELKO

A CONSOLIDATED MUNICIPALITY

Reviewed and Recommended by:

By: _____

CHRIS J. JOHNSON

Mayor

ATTEST:

By: _____

SHANELL OWEN

City Clerk

STATE OF NEVADA)

:SS

COUNTY OF _____)

On, _____ 2018, personally appeared before me, a notary public, _____, who acknowledged that (s)he executed the above document.

NOTARY PUBLIC

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to fill a vacancy on the Elko City Planning Commission, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 27, 2018**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **On February 27, 2018, Council accepted a letter of resignation from Planning Commission member Aaron Martinez. Staff conducted the standard recruitment process and has received two letters of interest to serve on the Planning Commission, copies of which are included in the Council packet. The new member will be appointed to fill the remainder of the four-year term, which will expire at the end of July 2020.**
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: **Letters of Interest to serve on the Planning Commission**
9. Recommended Motion: **Appoint (insert name) to fill the vacancy on the Elko City Planning Commission with a term expiring July 2020.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Gratton Miller**
1024 Barrington Ave.
Elko, NV 89801
gratton_m@yahoo.com

Ian Montgomery
1297 Cherrywood Drive
Elko, NV 89801
lbmont.montgomery@gmail.com

Dear Elko City Planning Department,

March 15, 2018

I write this letter because I am applying for the open position on the planning commission and believe I am well suited and qualified to accomplish this task. I have a passion for history and government and a great desire to learn more.

History and government have always been an interest for me, I attended UNR and majored in history and anthropology, I am currently attending GBC, but my major has changed to secondary education with an emphasis in social sciences. I plan on teaching high school government, history and maybe even philosophy. I am also no stranger to public speaking or professional and government procedure. Currently I coach speech and debate at Elko high school and am familiar with Robert's Laws, how to debate and give rebuttal speeches, and how to present in a professional and engaging manner. While I attended the University of Nevada Reno, I was a member of a fraternity and on a few different boards within our organization and elsewhere on campus. At our own Great Basin College, I am one of the founders of the Student Education Association and co-wrote the Bylaws as well.

Overall, I believe my passion and interest in history and government, along with my experience with speaking and debate make me a qualified candidate for this position. Along with these, I have a young sharp mind that is always willing and ready to learn and see how things work such as local government.

Sincerely Ian Montgomery

Ibmont.montgomery@gmail
(775) 426-8545

Ian Montgomery

1297 Cherrywood Drive
Elko NV 89801

Education:

University of Nevada Reno 2014-2016

B of A, History and Anthropology
Minor in Japanese Studies
Member of Tau Kappa Epsilon

Great Basin College 2016-Present

B of A. Secondary Education
Emphasis in social sciences
Founder and member
Student Education Association

Work Experience:

ECSD Substitute Teacher K - 12th grade Feb. 2018- Now.

- Teaching lessons at different schools and classes over a range of subjects.

EHS Speech and Debate Coach August 2017- Now

- Guide and teach students how to debate, speak, and present in front of an audience and competitively.
- Responsible for students on weekend trips

Elko Broadcasting Company - News editor/Journalist/Production Technician

August 2016 - Present.

- Cover news stories. Record, voice, and edit segments for air. Edit and produce ads

KENV/Sinclair Broadcasting Company - News Editor/Journalist Feb. 2017- Jan 2018

- Interviewed individuals for stories. Wrote, recorded, produced news stories.
- Recorded in studio and on location segments.

Weststates Theaters - Concessionist/Box Office and Assistant Manager

Concessions/ Box Office May 2013-Jan 2014 March 2016- August 2016.

Assistant Manager Jan 2014- June 2014

- Greeted customers in a polite and friendly manner while preparing and serving them.
- Operated theater to run smoothly, cleanly and safely. Organized employees to work together efficiently.

References

- Paul Gardner - Mentor/ Owner of Elko Broadcasting Company. (775) 753-2995
- John Patrick Rice - Professor/ Director/ Mentor (775) 934-1570
- Stacie Gardner - Head coach/Former Teacher and Coach (775) 340-5353

To the City of Elko Commissioners,

I am applying for the Planning Commission for the City of Elko. I would have run for the city council, however I did not make the 2 year in Elko as a "bona fide resident" deadline. I moved back to Elko in the December of 2016. That being said, I have grown up in Elko, and lived in Elko nearly my entire life. I am a fourth generation rural Nevadan as well. My family has historically been in this area since the late 1800s. I graduated from UNR with a Political Science degree with a minor in American History. I have worked for engineering firms in various capacities (geotechnical testing and accounting). I have also interned with the Elko County Planning Department and the State of Nevada during a legislative session. I have worked with constituencies, interest groups, and various levels of governments for long-term planning, including bureaucracies during my time in Dean Heller's office. All of these experiences, have given me a unique perspective on what Elko needs to do to survive.

I love this city more than any other town in the United States. It has more freedoms per square inch than anywhere else in the nation (legalized gambling, legalized prostitution, access to marijuana, and 24-hour bars). Name another town that has these freedoms anywhere else in the country that is not in Nevada. I am also knowledgeable about the dichotomies and demographics that are within this city, as well as, the political and governmental issues that are facing this town.

For example, I know that there is a \$30,000,000.00 (at the low end) problem facing this town. That is more than the entire yearly budget for the City of Elko! The infrastructure, streets and pipes, in this town are in various states of disrepair. I have seen those running for the city council comment on this, but none have given ideas to help solve this problem, nor lay out the issues in plain English for the constituency to be knowledgeable about.

Unfortunately, there will not be an easy answer to this. The simple facts are these: The City of Elko spends a little over \$2,000,000.00 yearly for the Public Works Department. That is not enough money, as you can see by driving around town, to maintain our current infrastructure; let alone, build new infrastructure. A new funding source is needed for new infrastructure and maintenance of current infrastructure. Period. Why do you think the current council allowed Golden Gate Petroleum to begin building on the West Side of town where there is little need for curb and gutters? Less money the city had to throw at a new business moving into town, and this nets more money to the city for these infrastructure problems. There are even more businesses that would like to move to Elko, or at least have a headquarters here, but because the city does not have the ability to build new infrastructure many of these projects are put on the back burner indefinitely. This is the equal to: "cutting off your nose despite your face."

The next largest issue we face is diversifying our economy. Currently, we are at the mercy of the mines. I know, there will be cries of, "the mines still have fifteen years (or more) of production!" Yet, they were saying this fifteen years ago while I was in high school. This is the equivalent of putting your head in the sand and hoping the whole thing blows over. The mines will close, it is not an issue of if; it is an issue of when. We need to diversify our economy from mining to extraction equivalents, like natural gas production, oil production, and geothermal production. These industries are similar to mining, they pay as well, if not better than the mines. This also improves money coming into the city through sales tax and property tax; especially, when the mines begin to shift their operations to other areas of the world. Elko will continue to grow, or at the very minimum maintain the infrastructure that we already have in place with many of the support businesses of the mines. There is also a fair amount of land

marked for disposal by the BLM in the surrounding areas of Elko that can be developed in numerous ways, but we don't have the squirreled away money to develop these areas.

The downtown corridor has also had its share of problems. I have seen little done to beautify downtown. I know that there was a grant to help with the remodel of the certain businesses that met a certain set of criteria. However, this has been less than fruitful. I am not saying it hasn't been helpful, but why are we not looking at other areas of the west that have had many of the same issues? For instance, a town in Utah (Orem or Ogden, I do not recall the exact town) had a very similar problem and got a grant that is like the one Elko received. Yet, they set theirs up as a matching grant for the blight district's businesses. In other words, the business must put up \$500.00 of their own money for shopfront remodels, and the City would match the \$500.00. This program ended up producing nearly \$250,000.00 in improvements throughout their blight district. Why are we not modeling ourselves after this? Why are we not looking at how other cities have reinvented their downtown districts? Instead, we throw money at a problem and hope it sticks.

So, now to the answer: the City of Elko's Public Works Department absolutely needs more money to just repair the streets that we have! We must raise taxes or have a new source of funding, specifically, for the Public Works Department in perpetuity. There are a few options that I have come up with, and some are going to be far more useful as a funding mechanism. I will also acknowledge that I have not thought of all the ways in which to solve these problems and would welcome any conversation that holds a potential solution. That comes through discussion and dissention. No matter what occurs, these funding mechanisms should be put in place in perpetuity to the Public Works Department. This ensures that the city will have the money necessary to improve our infrastructure to the level that it needs to be.

First, we can raise the property tax. This is by far the best option for shortening the gap between what the city needs to repair our streets and pipes. Elko, has the lowest property tax in the state, and the state will only allow 3% bumps in it per year, and sets a cap on the maximum this tax can be. This increase would be for every business and property owner in the city (the most widespread tax) we could hope for, that will only raise what you pay by pennies on the dollar, and nearly everyone uses the pipes and streets in this city. Again, put this increase in perpetuity to the Public Works Department, not the general fund for pet projects of the council.

Second, we allow a medical marijuana dispensary to sell to patients. This is highly controversial, but it would be a new source of income WITHOUT an increase in taxes throughout the general public. However, the downside of this is that this business will only be able to serve people that have medical marijuana cards. Thus, the tax income from this will be negligible, as there are relatively few people that have these cards. It will be a slight increase but will do nothing for the long-term support of repairs or new developments.

Third, we allow a recreational marijuana facility. This is the definition of controversial in this town. However, it would allow for a small sect of people to pay for the improvements for all the people of the town. This will bring in a surprising amount of money for the Public Works Department in my opinion. Not to mention the other benefits that it holds: it will increase room taxes revenue and sales tax revenue to the City. Essentially, this will give Elko a boost to tourism on top of a new funding source. Many of you will argue that it will put the Police Department in a bind. To that I argue: The City of Elko police will no longer be looking after a black market with already stretched resources but regulated by the STATE! Also, to prevent break-ins, robberies, or other less desirable attributes zone for it right next

to the police station! I do concede that this is the most unlikely outcome, but it is a way for a small group of people and tourists to pay for improvements throughout the town. Again, all this new income (other than the room tax and sales tax) should be put in perpetuity to the city's Public Works Department.

Fourth, we do nothing. Have you ever been to Goldfield, NV? The town is in perpetual state of disintegration. The town has all dirt roads off the main highway. The citizens must travel to Tonopah (20 miles North) for gas and groceries which is not even in their county. So, all their transactions go to a different economy that does not benefit their city. It is dying a slow miserable death. They did not diversify their economy, and they have paid for it. So, I ask you as a citizen that loves Elko, why are we not addressing these issues while Elko is still a desirable place to live?

I do not think that these are the only problems and solutions that the city faces, but I do believe them to be the most important to the long-term stability of this city. We live in a wonderful city, with wonderful people. Let's have these difficult discussions, let's have the public discourse for the future generations of this city. The mines will eventually leave, and if we have nothing in place we are doomed to repeat the mistakes of Goldfield. I am willing to hear and discuss any other options that I have not thought about, but at the very minimum let's have these difficult discussions.

Thank you for your time,

Gratton Miller

Gratton G. Miller
1024 Barrington Ave.
Elko, NV 89801
775-934-0702
gratton_m@yahoo.com

Education

Paralegal Certificate

Great Basin College, Elko, NV, Dec. 2016

B.A. Political Science, minor in American History

University of Nevada, Reno, Dec. 2012

Work History

Farr West Engineering	429 Court St., Ste. 1
January 2017 – Present	Elko, NV 89801
Administrator III	775-738-2121

- Answering phones and transferring as necessary.
- Inputting receipts for accounts payable and accounts receivable.
- Reconciliation of bank accounts and credit cards.
- Filing monthly MSHA reports for projects on mine property.
- Filling out utilization reports.

Senator Dean Heller	400 S. Virginia St.
May 2016 – December 2016	Reno, NV 89501
Regional Representative	775-686-5770

- Answering phones, communicating with the public and interest groups alike (including Friends of Nevada Wilderness, American Engineering and Mining Association, Bighorns Anonymous, and Nevada Geological Society)
- Including legislatures at the various levels of government (county, local, and state), and Federal Bureaucratic groups such as the National Forest Service, Bureau of Land Management, and the Department of Energy.
- Relaying this information to Washington D.C. was imperative for the formulation of public policy.
- Multiple policy areas including, land use plans (in particular, Pershing County Economic and Conservation Bill and the initial process of the Washoe County Lands Bill).
- I have also worked with the private sector when they have issues with an agency for permitting, down-winder issues, and disputes with any of the federal agencies that I had contact with.

Applied Business Solutions	890 East Patriot Boulevard, Suite E
April 2014 – November 2015	Reno, NV 89511
Laborer / Contract Processing / Customer Service	775-398-5137

- Worked as a laborer, contract processor, and a customer service representative.
- While working as a laborer at Hidden Valley golf course, I mowed greens, basic landscaping, cut cups, and other duties as required.
- While working at Arvato, I was ensuring that the paperwork given from the client was accurate and had all the required information to create a purchase order. I also created the purchase orders for the client.
- While working for Henry Schein as a customer service agent it was common for me to talk people through their order history and statement balances.

- Duties included navigating different menus while helping customers make payments, giving information as requested by the customer, and transferring them to the correct department to ensure that they have gotten to the right area of the company to ensure customer satisfaction.
- There was also times where handling disgruntled customers was a necessity. It was essential to be able to communicate effectively and efficiently even when under stress from the customers.

Rite of Passage: Silver State Academy
 April 2013 - December 2013
 Coach/Counselor

100 Rosachi Rd.
 Yerington, NV 89447
 775-463-5111

- Primary direct-care provider, responsible for mentoring at-risk students, and assisting them with meeting their program goals.
- The Coach Counselor is primarily responsible for ensuring the health, safety, welfare and security of each resident in his charge.
- Always maintains line-of-sight supervision and acts as a physical education coach, group counselor, education assistant, positive age-appropriate role model, as well as, reporting how each student did throughout a day including behavior, with accurate reporting.

References

Barbara Gallagher
 790 Commercial St.
 Elko, NV 89801
 barbara@kidwellgallagher.com
 775-738-0888

John Kingwell
 571 Idaho St
 Elko, NV 89801
 jkingwell@elkocountynv.net
 775-738-6816 ext. 214

Volunteer

California Trail Center Board of Directors
 June 2017 to present
 Board Member

1 Trail Center Way
 Elko, NV 89801
 775-738-1849

- Helping in the direction of the non-profit entity.
- Also, assisting in helping with re-writing the organization's bi-laws.

Elko County Planning and Zoning Department
 March 2017 to September 2017
 Intern

571 Idaho St.
 Elko, NV 89801
 775-738-6816 ext. 214

- Helping update the County Master Plan.
- Helping with Boundary Line Adjustments, scanning maps, and building inspections.

Ron Knecht's Controller Campaign
 April 2014 to November 2014
 Campaign Internship

James Smack, Campaign Manager
 james@nevadagop.org
 775-338-4643

- Meeting with members of the Republican party base to hopefully gain their votes for the upcoming elections in November.
- Essentially, getting Mr. Knecht's name out to the public to gain votes through either meet and greets or through distributing fliers explaining Mr. Knecht's policies.

Nevada State Assembly
April 2013 to June 2013
Internship, Assemblyman John Ellison

401 S. Carson St.
Carson City, NV 89701
775-684-8533

- Tracking legislation through Committee, Assembly and Senate, to ensure that the legislation he was in support of could be supported in its respective place throughout the legislative process.
- Helped the Assemblyman stay up-to-date with the news from his constituency.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, discussion, and possible adoption of the 2018 Street Inventory List, and the 2018 Street Capital Construction Project Priority List, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 10, 2018**
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 2018 Street Inventory, and recommendations for the 2018 Streets Priority 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 2018.**
9. Recommended Motion: **Adopt the 2018 Street Inventory, and the 2018 Street Capital Construction Project Priority 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

APRIL 2018

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. PREVENTATIVE 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). PREVENTATIVE 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. PREVENTATIVE 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). PREVENTATIVE MAINTENANCE

CRACK SEAL:

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

SEAL COAT:

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

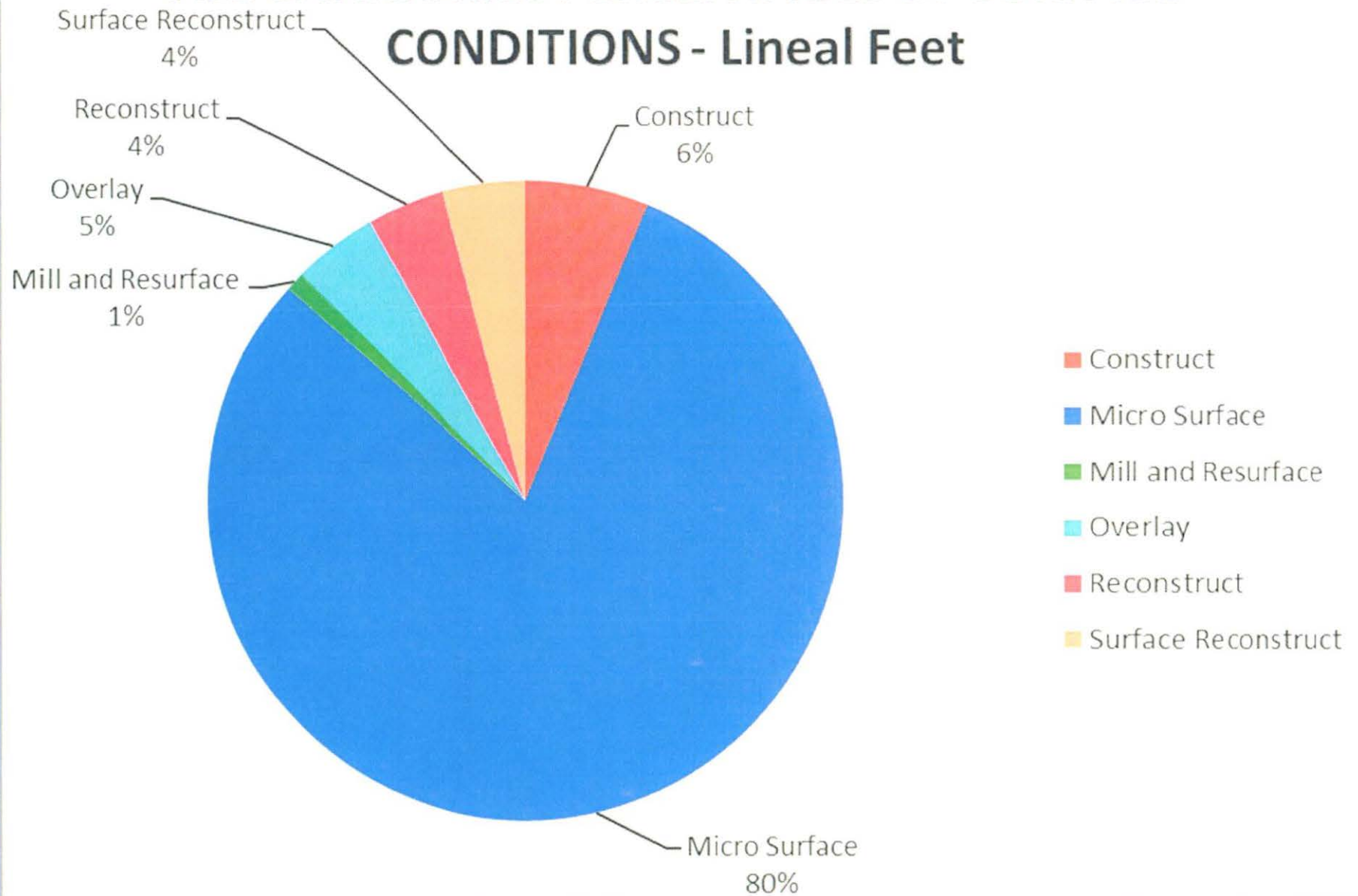
CONSTRUCT/RECONSTRUCT

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.

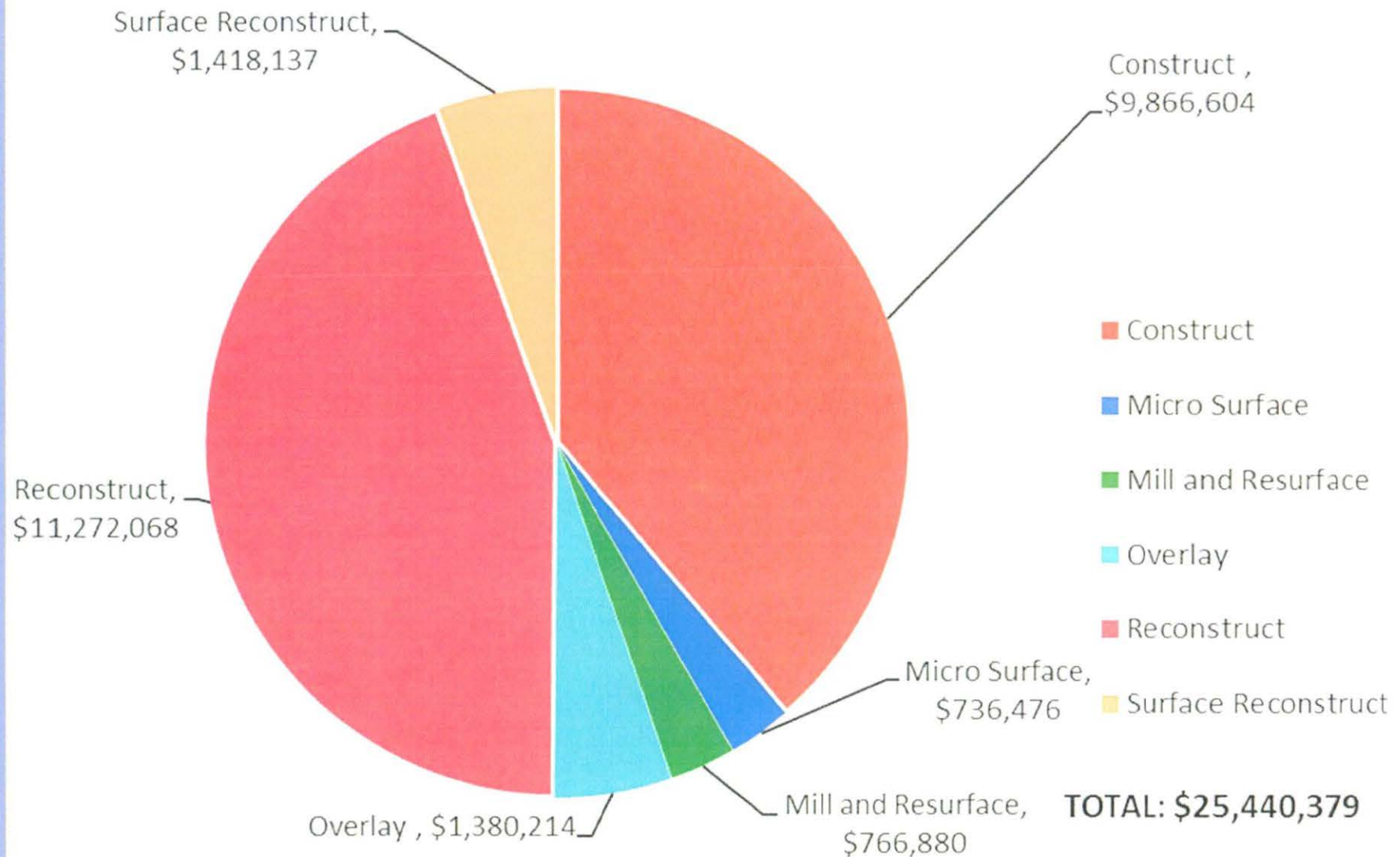
PREVENTIVE MAINTENANCE

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.

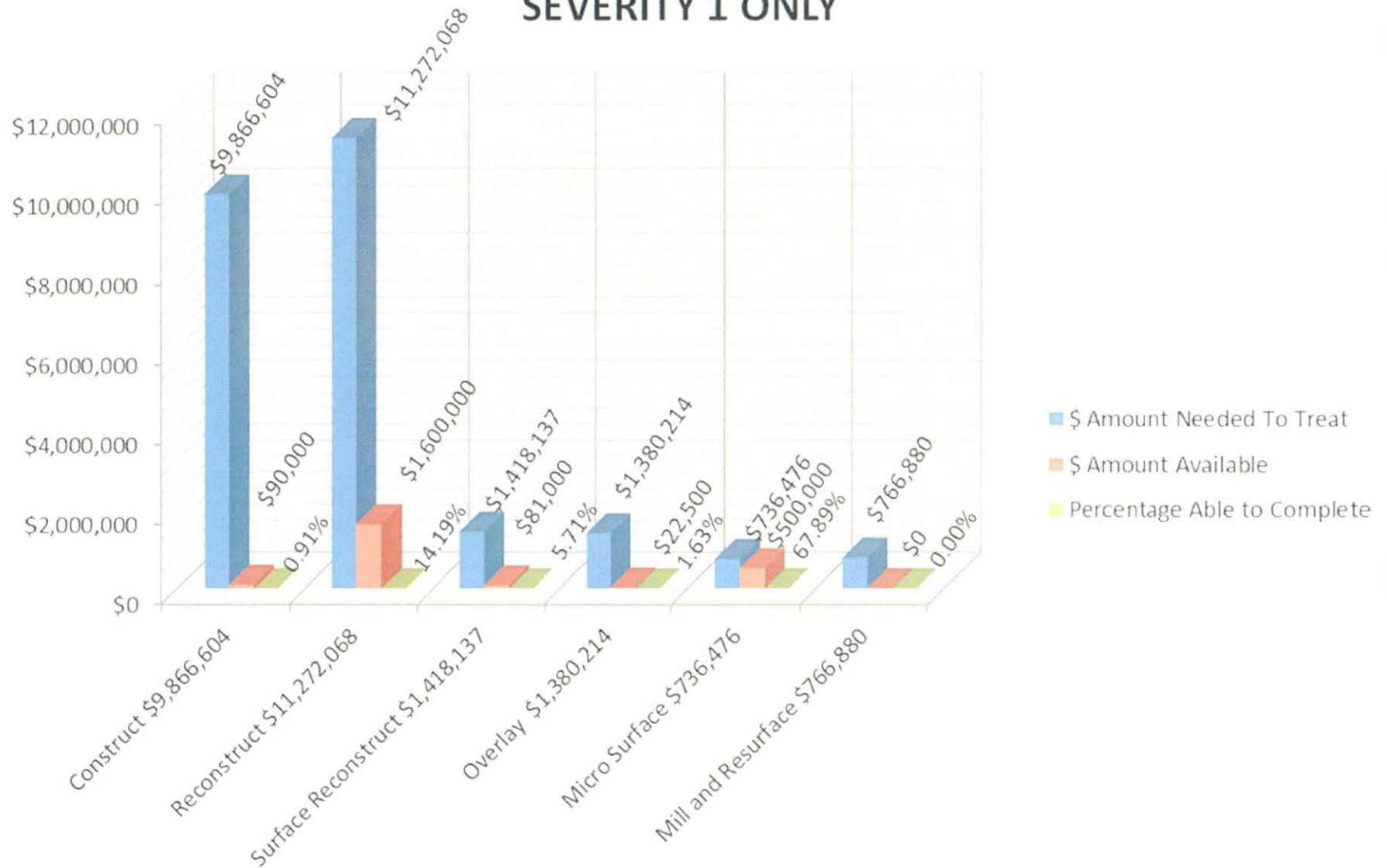
ALL CATEGORIES PERCENTAGES OF SURFACE CONDITIONS - Lineal Feet



SEVERITY 1 TOTAL COST TO TREAT



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 12,533 lineal feet with this rating for construction.

That is a total of 2.38 miles.

The estimated cost for new construction is \$9,866,604

- The estimated cost of new construction includes installation of water and sewer lines and is based on \$787.25 per lineal foot.
- ± 1087 l.f. of an approximately 35 foot wide section of Flagview Drive will be constructed after July 1, 2018.

There is a total of 15,399 lineal feet with this rating for reconstruction.

That is a total of 2.91 miles.

The estimated cost for reconstruction is \$11,272,068

- The cost of re-construction is based on \$732.00 per lineal foot.

The Capital Construction Fund monies are being reserved for the Cedar Street Reconstruction Project.

SEVERITY NO. 1 CONSTRUCT & RECONSTRUCT

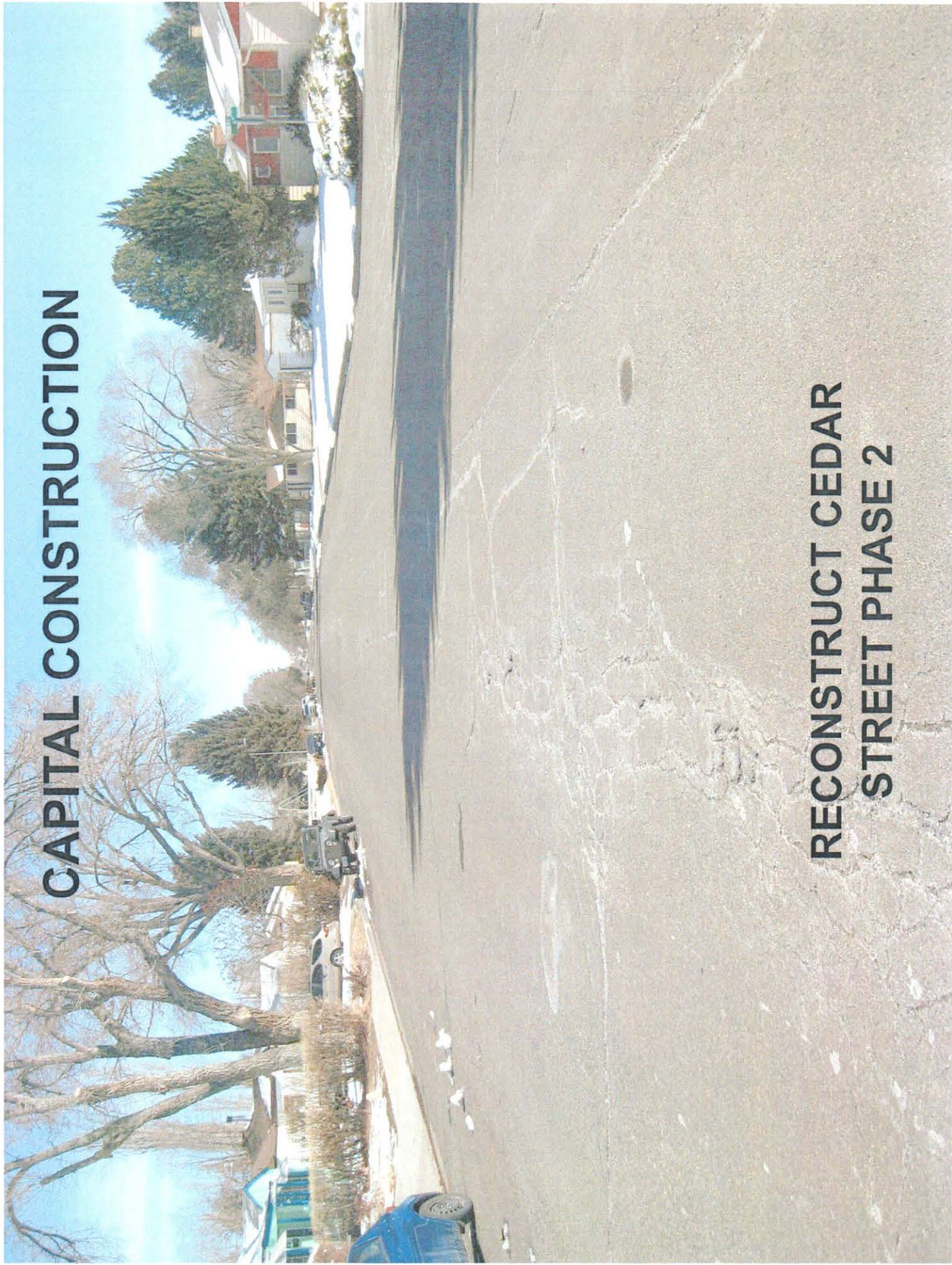
CITY OF PEASO UNITS



CITY OF PEASO UNITS

CAPITAL CONSTRUCTION

RECONSTRUCT CEDAR STREET PHASE 2



SURFACE RECONSTRUCTION

GENERAL FUND

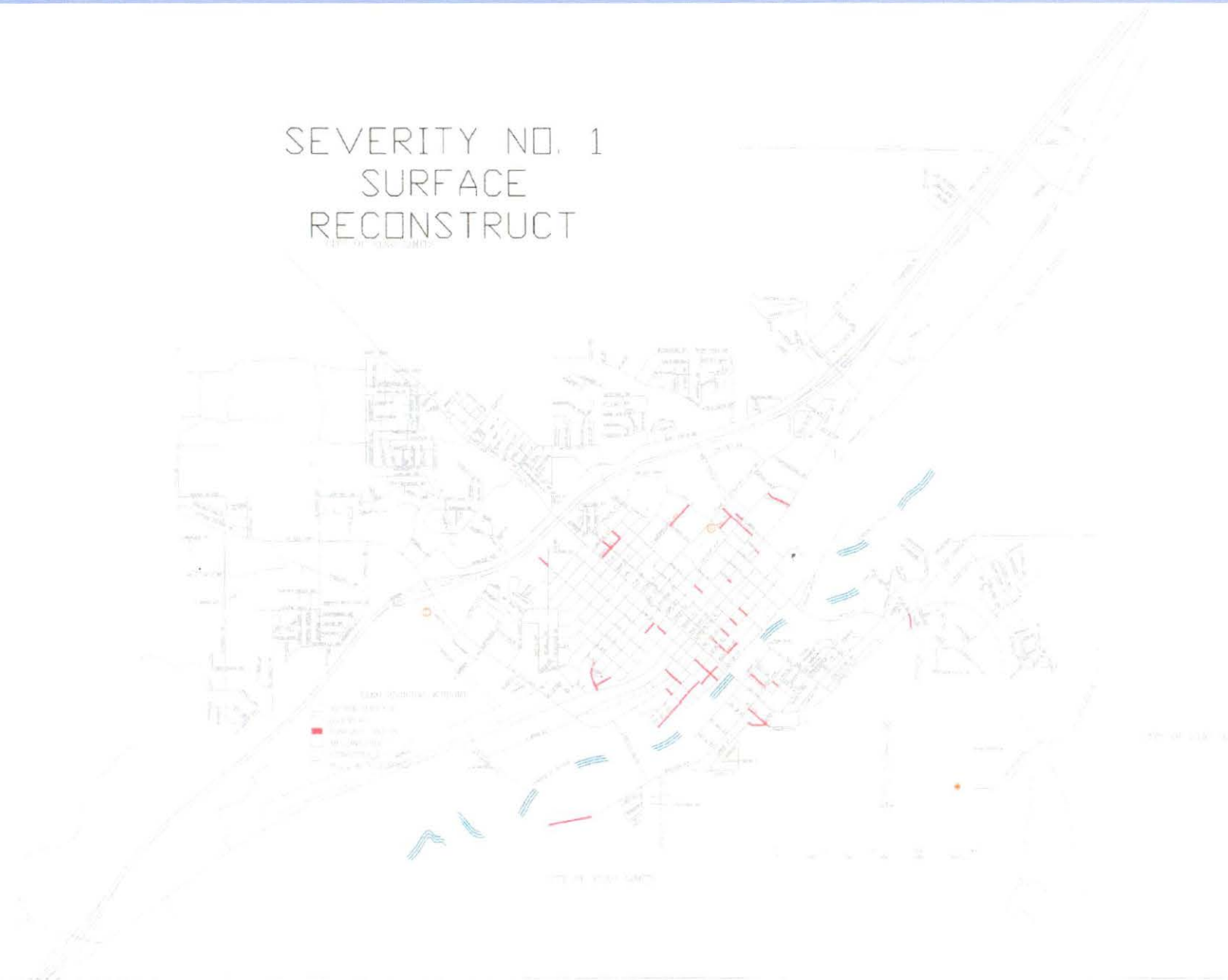
SEVERITY RATING 1

There is a total of 17,343 lineal feet with this rating for surface reconstruct.

That is a total of 3.28 miles. The estimated cost is \$1,418,137.00.

- The estimated cost is based on \$81.77 per lineal foot for a 46-foot wide street (with City forces).
- There will be \$0 in the 18/19 budget. ± 995 l.f. to be completed after July 1, 2018.
- NOTE: These two projects are FEMA reimbursable, if FEMA reimburses the City for these projects, the funds will be placed back in the hotmix budget to use for other projects.
- There is \$200,000 in the hotmix budget.
- Inventories and maintenance classification can change on a yearly basis. Inventory is performed annually in early spring.

SEVERITY NO. 1
SURFACE
RECONSTRUCT





SURFACE RECONSTRUCT

MILLING AND RESURFACING

GENERAL FUND

SEVERITY RATING 1

There is a total of 4793 lineal feet with this rating for Milling and Resurfacing.

That is a total of .90 miles. The estimated cost is \$766,880

- The estimated cost is based on \$160.00 per lineal foot for a 46-foot wide street.
- There will be \$0 in the 18/19 budget. ± 0 l.f. to be completed after July 1, 2018.
- There is \$200,000 in the hotmix budget.
- Inventories and maintenance classification can change on a yearly basis. Inventory is performed annually in early spring.



**MILL AND RESURFACE
SPRUCE ROAD - NORTH 5TH STREET TO
NODDLE LANE**

OVERLAY

GENERAL FUND

SEVERITY RATING 1

There is a total of 18,135 lineal feet with this rating for overlay.

That is a total of 3.44 miles. The estimated cost is \$1,336,368.00.

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 \$190,000.00 left in the 17/18 budget* ± 5592 l.f. to be completed before July 1, 2018.
- There is \$200,000 in the FY 18/19 hotmix budget.
- ± 855 l.f. to be completed after July 1, 2018.
- Inventories and maintenance classification can change on a yearly basis. Inventory is performed annually in early spring.

* Due to savings in snow removal.

SEVERITY NO. 1 OVERLAY





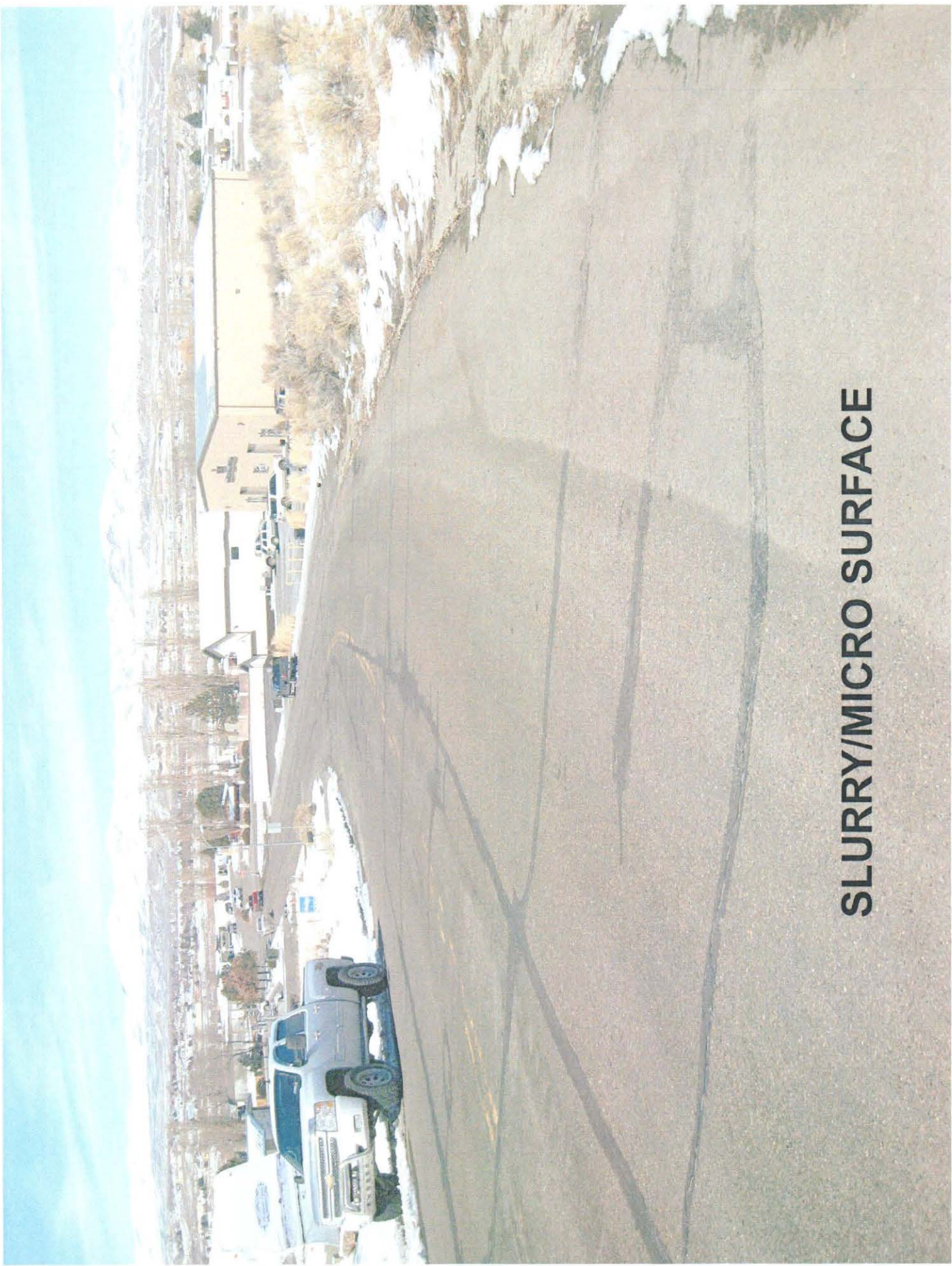
**OVERLAY COUNTRY CLUB DRIVE
MOREN WAY TO VIEW DRIVE**

SLURRY/MICRO SURFACE

SEVERITY RATING 1

There is a total of 122,746 l.f. with this rating for slurry/micro surface. That is 23.25 miles. The estimated cost is \$736,476.00.

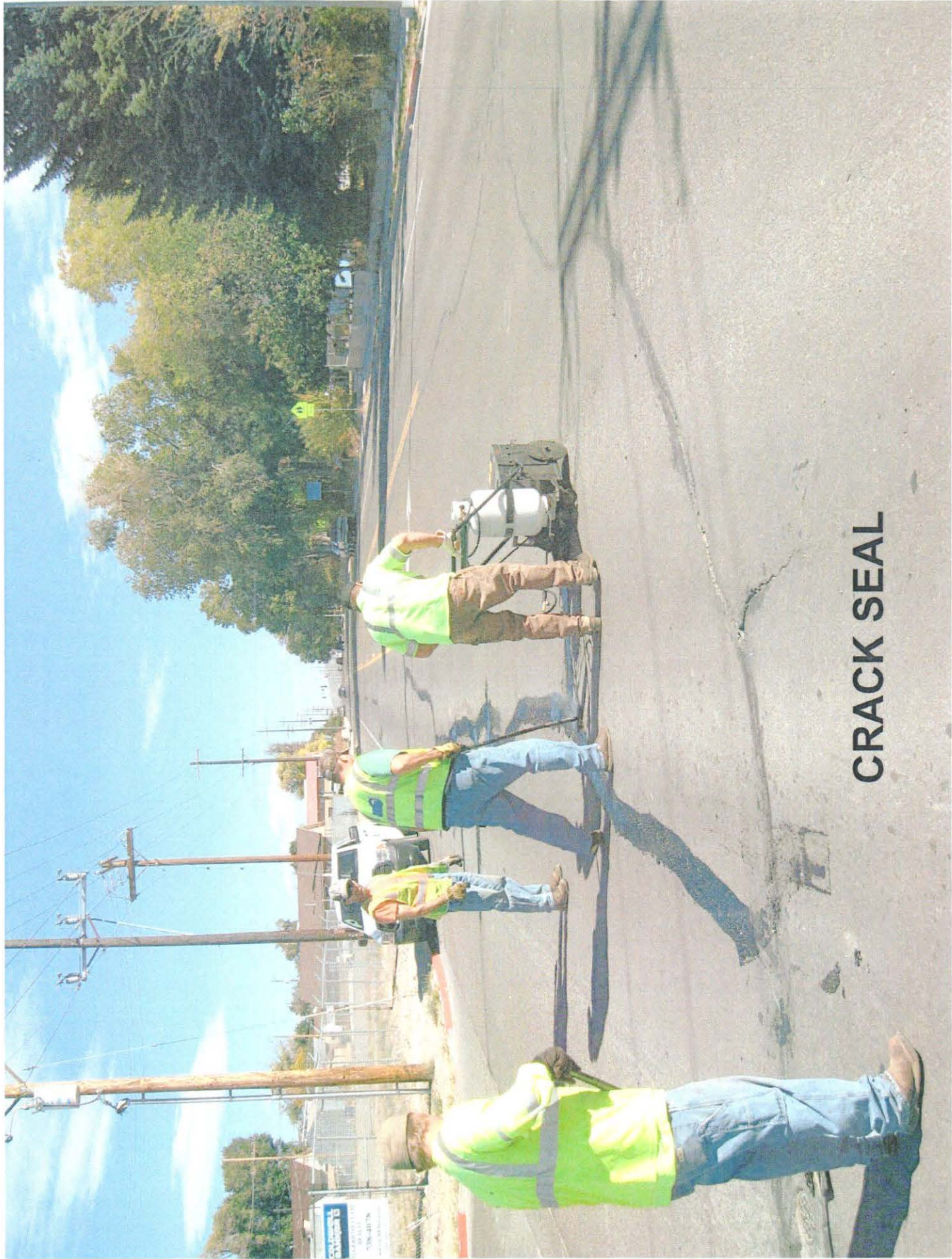
- The estimated cost is based on \pm \$6.00 per lineal foot for a 46-foot wide street.
- There is \$500,000 allocated in the 18/19 budget for street maintenance. \pm 32,395 l.f. to be completed after July 1, 2018.
- Inventories and maintenance classification can change on a yearly basis. Inventory is performed annually in early spring



SLURRY/MICRO SURFACE

CRACK SEAL

- Crack seal will be done on an as needed basis.
- There is \$10,000 remaining in the 17/18 budget for Crack Sealing and \$20,000 in the 18/19 budget for Crack Sealing.



CRACK SEAL

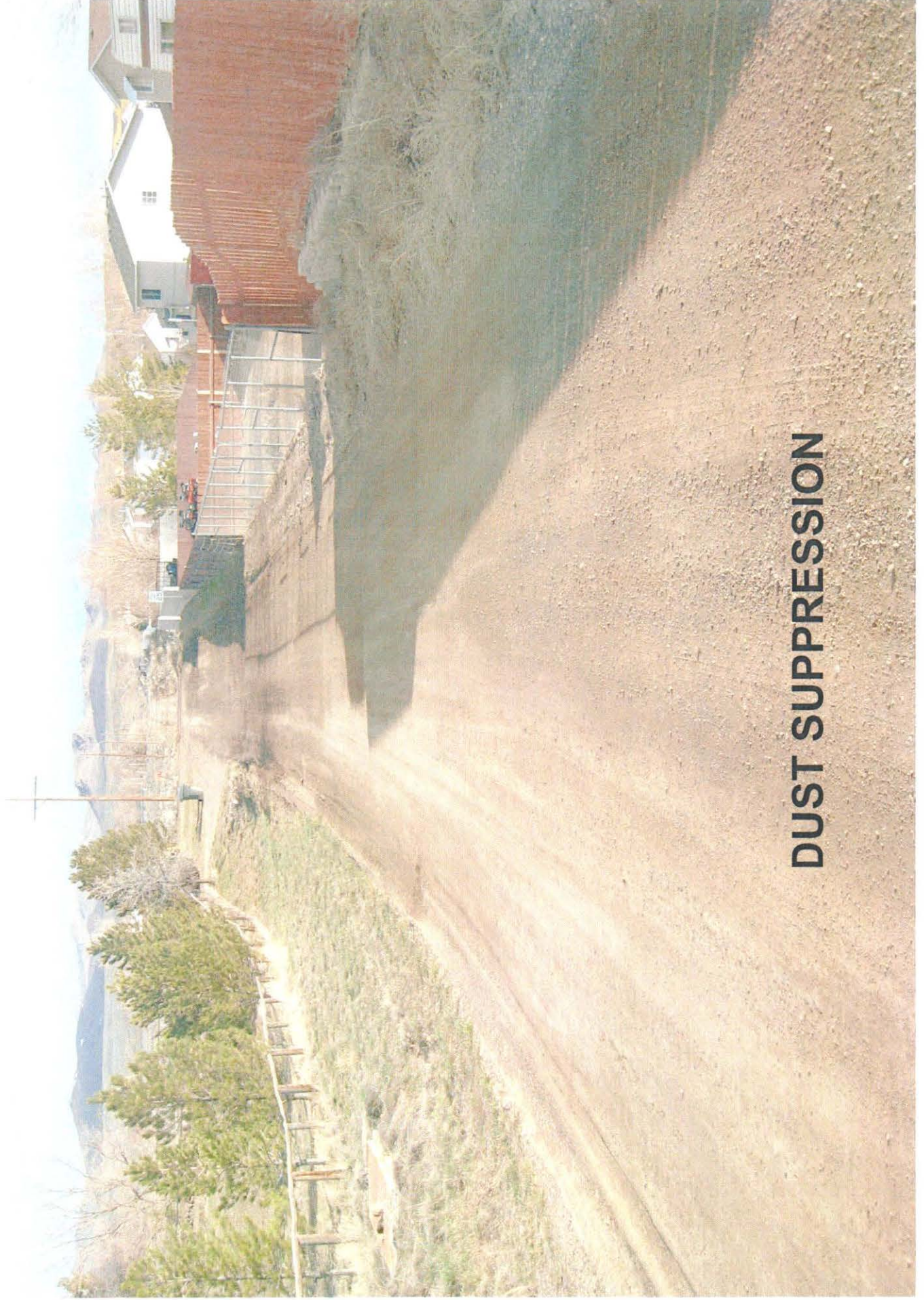
DUST SUPPRESSION GENERAL FUND

There is a total of 4,490 lineal feet with this rating for dust suppression.

That is a total of .85 miles.

The estimated cost is \$5,000

- There will be \pm \$5,000 in the 18/19 budget. \pm 5,577 l.f. to be completed after July 1, 2018. (Dust suppression is performed in the spring.)
- **Inventories and maintenance classification can change on a yearly basis. Inventory is performed annually in early spring.



DUST SUPPRESSION

CITY OF ELKO, NEVADA

2018 CONSTRUCTION SEASON PROJECT LIST

CAPITAL CONSTRUCTION:

Cedar Street Phase 2 Reconstruction

CONSTRUCT:

± 1087 l.f. Flagview Drive – Golf Course Rd to existing pavement

SURFACE RECONSTRUCT:

FY 2018/19

± 995 l.f. 6th Street – Front Street to Wilson Ave
Douglas Street – 1st Street to 2nd Street

OVERLAY:

FY 2017/18

± 5592 l.f. 5th Street – Elm Street to Spruce Road
Country Club Dr – Moren Way to View Dr
West Sage St – Dotta Drive to Westwood
Convention Drive – Idaho Street to
Country Club Dr

FY 2018/19

± 855 l.f. Dotta Drive – West Sage to West Ash

PATCH

FY 2018/19

Ruby Vista Drive

(CONTINUED ON NEXT SLIDE)

2018 CONSTRUCTION SEASON PROJECT LIST (continued)

MICRO SURFACE: 2018/19	± 32,395 l.f. of No. 1 Severity Rating	FY
DUST SUPPRESSION:	±4,490 l.f. West Main and Wright Way	
Total Lineal Feet:	± 40,924 l.f. (Not including Dust Suppression)	
Total Miles:	± 7.75	

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible adoption of Resolution No. 11-18, a resolution of the City Council approving the lease of real property less than 25,000 square feet, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 27, 2018**
3. Agenda Category: **RESOLUTION**
4. Time Required: **4 Minutes**
5. Background Information: **C-A-L Ranch Stores currently holds a lease agreement with the City of Elko to use City property located at 2953 Manzanita Drive for storage of goods. The current lease extension does not expire until August 21, 2020; however, C-A-L Ranch is currently working on extending their lease for the building and would like this lease as part of the package.**

NRS 268.064 provides that the governing body may lease the property subject to the provisions outlined in NRS 268.059, 061, 062, and 064. Resolution No. 11-18 begins the process for the continued lease.

If adopted, the next steps will involve a public notice, a public hearing, and possible approval of a lease. RL

6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Current Lease and Extension**
9. Recommended Motion: **Move to adopt Resolution No. 11-18**
10. Prepared By: **Ryan Limberg, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

Ryan Limberg

From: Bill Bunker <bbunker@calranch.com>
Sent: Monday, March 19, 2018 4:31 PM
To: Ryan Limberg
Subject: Re: lease extension

Yes, this will work for us at this time. Please start the process as soon as possible and please keep me informed if you can. Thanks for your help in this matter. I think it is good for the city, and good for us also.

Bill

Sent from my iPhone

On Mar 19, 2018, at 5:24 PM, Ryan Limberg <rlimberg@elkocitynv.gov> wrote:

Originally you wanted two 5 year extensions. Are you saying you are fine with the 3 year term and a 2 year extension?

Ryan Limberg
Utilities Director
City of Elko
1751 College Avenue
Elko, NV 89801
Phone: 775-777-7212
Fax: 775-777-7219
Email: rlimberg@elkocitynv.gov

From: Bill Bunker [<mailto:bbunker@calranch.com>]
Sent: Monday, March 19, 2018 4:01 PM
To: Ryan Limberg <rlimberg@elkocitynv.gov>
Subject: Re: lease extension

We can stay at our current size

Sent from my iPhone

On Mar 19, 2018, at 4:58 PM, Ryan Limberg <rlimberg@elkocitynv.gov> wrote:

Hello Bill,

It looks like your present lease area is close to the 25,000 square feet. If you want more area, we will need to go through NRS 268.059, cited below.

NRS 268.059 Sale or lease of certain real property: Appraisal required; qualifications and selection of appraisers; disclosure statements; interest of appraiser or related person in property or adjoining property prohibited; effect of sale or lease in violation of section.

1. Except as otherwise provided in NRS 268.048 to 268.058, inclusive, 268.064, 278.479 to 278.4965, inclusive, and subsection 4 of NRS 496.080, except as otherwise required by federal law, except as otherwise required pursuant to a cooperative agreement entered into pursuant to NRS 277.050 or 277.053 or an interlocal agreement in existence on October 1, 2004, except if the governing body is entering into a joint development agreement for real property owned by the city to which the governing body is a party, except for a lease of residential property with a term of 1 year or less, except for the sale or lease of real property to a public utility, as defined in NRS 704.020, to be used for a public purpose, except for the sale or lease of real property to the State or another governmental entity and except for the sale or lease of real property larger than 1 acre which is approved by the voters at a primary or general election, primary or general city election or special election, the governing body shall, when offering any real property for sale or lease:

(a) Except as otherwise provided in this paragraph, obtain two independent appraisals of the real property before selling or leasing it. If the governing body holds a public hearing on the matter of the fair market value of the real property, one independent appraisal of the real property is sufficient before selling or leasing it. The appraisal or appraisals, as applicable, must be based on the zoning of the real property as set forth in the master plan for the city and must have been prepared not more than 6 months before the date on which real property is offered for sale or lease.

(b) Select the one independent appraiser or two independent appraisers, as applicable, from the list of appraisers established pursuant to subsection 2.

(c) Verify the qualifications of each appraiser selected pursuant to paragraph (b). The determination of the governing body as to the qualifications of the appraiser is conclusive.

2. The governing body shall adopt by ordinance the procedures for creating or amending a list of appraisers qualified to conduct appraisals of real property offered for sale or lease by the governing body. The list must:

(a) Contain the names of all persons qualified to act as a general appraiser in the same county as the real property that may be appraised; and

(b) Be organized at random and rotated from time to time.

3. An appraiser chosen pursuant to subsection 1 must provide a disclosure statement which includes, without limitation, all sources of income of the appraiser that may constitute a conflict of interest and any relationship of the appraiser with the property owner or the owner of an adjoining property.

4. An appraiser shall not perform an appraisal on any real property offered for sale or lease by the governing body if the appraiser or a person related to the appraiser within the first degree of consanguinity or affinity has an interest in the real property or an adjoining property.

5. If real property is sold or leased in violation of the provisions of this section:

(a) The sale or lease is void; and

(b) Any change to an ordinance or law governing the zoning or use of the real property is void if the change takes place within 5 years after the date of the void sale or lease.

OR

If you want to stay with the current amount of lease space it appears I can run with that through NRS 268.064, cited below. This one is limited to 3 years with a 2 year extension.

Neither is a fast process, meaning months, not days or weeks. Let me know which option you prefer and I will get started.

Ryan Limberg
Utilities Director
City of Elko
1751 College Avenue
Elko, NV 89801
Phone: 775-777-7212
Fax: 775-777-7219
Email: rlimberg@elkocitynv.gov

From: Bill Bunker [<mailto:bbunker@calranch.com>]
Sent: Monday, March 19, 2018 11:07 AM
To: Ryan Limberg <rlimberg@elkocitynv.gov>
Subject: RE: lease extension

Is there anything we can do to expedite this process? We need to know if we will be able to keep the existing location or should start looking for something else.

Bill

From: Ryan Limberg [<mailto:rlimberg@elkocitynv.gov>]
Sent: Thursday, March 15, 2018 11:01 AM
To: Bill Bunker <bbunker@calranch.com>
Subject: RE: lease extension

Hi Bill,

I checked with the City's legal counsel and here is where we are at in a condensed version:

The lease is up in 2020 and it is not allowed to be leased beyond that without a new lease being drawn up. The trigger is NRS 268.059 which details a series of steps that must be gone through including advertising and having people bid, etc. The only exception he could find to these requirements is listed below:

NRS 268.064 Lease of building space or other real property that is less than 25,000 square feet.

1. The governing body of a city may offer any city-owned building or any portion thereof or any other real property for lease without complying with the provisions of NRS 268.059, 268.061 and 268.062 if:
 - (a) The area of the building space or other real property is less than 25,000 square feet; and
 - (b) The governing body adopts a resolution stating that it is in the best interest of the city to lease the property:
 - (1) Without offering the property to the public; and
 - (2) For less than the fair market value of the building space or other real property, if applicable.
2. The governing body shall:
 - (a) Cause to be published at least once, in a newspaper qualified under chapter 238 of NRS that is published in the county in which the city-owned building or portion thereof or the other real property is located, a notice setting forth a description of the city-owned building or portion thereof or the other real property proposed to be leased in such a manner as to identify it; and
 - (b) Hold a public hearing on the matter not less than 10 or more than 20 days after the date of publication of the notice.
3. A lease of a city-owned building or any portion thereof or any other real property pursuant to this section may be made on such terms and conditions as the governing body of the city deems proper. The duration of such a lease must not exceed 3 years and may include an extension for not more than an additional 2 years.

Ryan Limberg
Utilities Director
City of Elko
1751 College Avenue
Elko, NV 89801
Phone: 775-777-7212
Fax: 775-777-7219
Email: rlimberg@elkocitynv.gov

From: Bill Bunker [<mailto:bbunker@calranch.com>]
Sent: Monday, March 12, 2018 5:24 PM
To: Ryan Limberg <rlimberg@elkocitynv.gov>
Subject: Re: lease extension

I would like to see if we can arrange two 5 year extensions. Hopefully at the same rate but I know you need to check rates. We may consider the larger area. Please work that out as an option also. We are working with the landlord and obviously need this information as part of the package . Thank you

Sent from my iPhone

On Mar 12, 2018, at 5:49 PM, Ryan Limberg <rlimberg@elkocitynv.gov> wrote:

Hi Bill,

I have worked on this lease the past few times, so I'm as good of a place to start as any. Maybe a good place to start would be what terms would you like changed in the new lease or lease extension? I would expect we should probably look at the rate and confirm it is still in line. Also, would

you be interested in more storage space here, say 5000 sq ft. if we could make that happen?

Sincerely,

Ryan Limberg
Utilities Director
City of Elko
1751 College Avenue
Elko, NV 89801
Phone: 775-777-7212
Fax: 775-777-7219
Email: rlimberg@elkocitynv.gov

APPROVAL TO EXTEND LEASE
between
THE CITY OF ELKO
AND
C-A-L RANCH STORES

This Approval is made and entered into this 22nd day of April, 2014, by and between C-A-L Stores, Inc. dba C-A-L Ranch Stores and the CITY OF ELKO, an incorporated city (hereinafter the "City").

RECITALS

WHEREAS, on August 21, 2008, C-A-L Ranch Stores and the City entered into a Lease Agreement for the lease of City owned property (hereinafter the "Agreement"), and;

WHEREAS, the Elko City Council met on April 22, 2014 and discussed a request from C-A-L Ranch Stores to extend the Agreement, and;

WHEREAS, the parties desire to extend the existing Agreement to August 21, 2020, according to the renewal terms of the existing Agreement, and;

NOW, THEREFORE, IN CONSIDERATION of the recitals and the promises and covenants hereafter contained, it is agreed that per Article II the adjustment in rent shall be \$6,283.00 per year beginning September 1, 2014.

Except as otherwise provided herein, the Agreement shall remain unchanged and in full force and effect during the term above stated.

C-A-L STORES, COMPANIES, INC.



Jerry N. Ward, President

THE CITY OF ELKO:

By: 

Mayor Chris Johnson

Attest: 

Shanell Owen, City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into by and between **THE CITY OF ELKO**, a municipal corporation organized and existing under the laws of the State of Nevada, hereinafter referred to as "**Lessor**," and **C-A-L STORES COMPANIES, INC. dba C-A-L RANCH STORES**, hereinafter referred to as "**Lessee**", both hereinafter referred to in the singular, neuter, whether one or more or person or entity.

W I T N E S S E T H:

For and in consideration of the mutual covenants contained herein, and subject to approval of the City of Elko through its Mayor and City Council, Lessor does hereby rent, demise, let and lease unto Lessee, the property described in Section 1.01 upon the terms and conditions hereinafter set forth:

ARTICLE I.

DESCRIPTION OF REAL PROPERTY AND TERM

Section 1.01. Description: Lessor leases to Lessee that certain real property in the City of Elko, Elko County, Nevada, consisting of .51 acres more or less, located at 2953 Manzanita Drive, more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter referred to as the "Property").

Section 1.02. Term: Term of this Lease shall be for a period of six (6) years commencing on the date hereof.

Section 1.03. Renewal: On the condition that Lessee is then in good standing under this Lease, Lessee shall have the option, but not obligation, to renew this Lease for up to an additional six (6) year term upon the same terms and conditions set forth below in Section 2.02. If Lessee exercises the option to renew, Lessee must do so by serving upon Lessor a written notice thereof specifying the numbers of years that the Lease is renewed up to a maximum of six (6) years.

ARTICLE II.

RENT/COMPUTATION

Section 2.01. Amount: Subject to adjustment as hereinafter provided, Lessee shall pay rent in the amount of \$6,100.00, commencing upon the date of execution of this Lease, and continuing on or before the same date of each and every year thereafter. Said annual rent shall be payable in advance and shall be paid to the Lessor at 1751 College Avenue, Elko, Nevada 89801, or at such other address or addresses as Lessor may from time to time specify by written notice to Lessee.

Section 2.02. Adjustments in Rent: Rent for the first three years of the optional six-year renewal term provided to Lessee hereunder, if said option is exercised, shall be \$6,283.00 per year, payable as set forth in Section 2.02. Rent for the second three years of the optional six-year renewal term provided to Lessee hereunder, if said option is exercised, shall be \$6,472.00 per year, also payable as set forth in Section 2.02.

Section 2.03. Additional Assessments and Charges: In addition to the rent payable under this section, Lessee shall pay and discharge promptly as the same become due and before delinquency all taxes and assessments, whether general or special, of every kind which may be levied or assessed or become a lien on or against the Property, or any part thereof, or any building or improvements thereon, or on or against the leasehold of Lessee, during the term of this Lease. Any such taxes or assessments which shall relate to the fiscal year during which the terms of this Lease shall commence or terminate shall be prorated between Lessor and Lessee.

ARTICLE III.

USE OF PROPERTY

Section 3.01. Use: The Property may be used by Lessee only as a storage site for their store inventory. However, this location is within the City's wellhead protection area. As such, the storage of treated lumber/posts, chemicals-including fertilizers, pesticides, and herbicides, as well as all oils and fuels, and any other substance the City

determines to be potentially detrimental to the well shall be prohibited. Lessee agrees to restrict the use of the Property to such uses unless obtaining prior written consent of Lessor to use the Property in any other manner.

SECTION IV.

CONSTRUCTION OF IMPROVEMENTS

Section 4.01. Compliance With Laws: All construction, work, improvements, and alterations thereto, to the Property by Lessee or its agents, shall be done in a good and workmanlike and in full compliance with all applicable local, state and federal laws, regulations and codes applicable to the uses to which the Property will be put by Lessee. Lessor must give its prior written approval to all plans and specifications prior to the start of construction, which consent may not be unreasonably withheld.

ARTICLE V.

REPAIRS AND DESTRUCTION OF PROPERTY

Section 5.01. Maintenance of Improvements: Lessee shall, throughout the term of this Lease, at its own cost, and without any expense to Lessor, keep and maintain the Property, including all buildings and improvements of every kind which may be a part thereof, and all appurtenances thereto, in good, sanitary and net order, condition and repair, and except as specifically provided herein, restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty or any other cause whatsoever. Lessee shall also comply with and abide by all Federal, State, County, municipal and other governmental statutes, ordinances, laws and regulations affecting the Property, the improvements thereon or any activity or condition on or in such Property.

Section 5.02. Damage and Destruction of Improvements: The non-material damage, destruction, or partial destruction of any building or other improvement which is a part of the Property shall not release Lessee from any obligation hereunder, and in case

thereof, Lessee shall at its own expense promptly repair and restore the same to a condition as good or better than that which existed prior to such damage or destruction. In case of a material damage or destruction of any building or other improvement, Lessee shall have the option to terminate this Lease.

If, in the event of such destruction or damage, Lessee does not elect to terminate this Lease, the proceeds of all insurance covering such damage or destruction shall be made available to Lessee for such repair or replacement, and Lessee shall be obligated to repair or rebuild the building as above provided.

ARTICLE VI.

COMPLIANCE WITH LAWS/WASTE

Section 6.01. Applicable Laws: During the term of this Lease, Lessee shall comply with all City, County, State and Federal and other applicable laws affecting the Property, the breach of which might result in penalty on Lessor or forfeiture of Lessor's title to the Property.

Section 6.02. Waste, Nuisance or Unlawful Activities: Lessee shall not commit, or allow to be committed, any waste on the Property, create or allow a nuisance to exist on the Property, or use or allow the Property to be used for any unlawful purpose.

ARTICLE VII.

UTILITIES

Section 7.01. Payment by Lessee: Lessee shall pay for all utilities in connection with the Property, including, but not limited to, telephone, electricity, water, sewer and/or any other public utility services used or furnished on the Property during the term hereof.

ARTICLE VIII.

LIENS

Section 8.01. Prohibition against Liens: Lessee shall keep the fee estate of the Property free and clear from all mechanics' and materialmen's and other liens for work or labor done, services performed, materials, appliances, power contributed, used or furnished or to be used in or about the Property for or in connection with any operations of Lessee, or any alteration, improvement, repairs, or additions which Lessee may make or permit or cause to be made, or any work or construction by, for, or permitted by Lessee on or about the Property.

ARTICLE IX.

INDEMNIFICATION OF LESSOR

Section 9.01. Indemnification: Lessor shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessor or by any person whomsoever may at any time be using or occupying or visiting the Property or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall indemnify Lessor against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage. Lessee hereby waives all claims against Lessor for damages to improvements that shall be hereafter placed or built on the Property and to the property of Lessee in, on or about the Property, and for injuries to persons or property in or about the Property, from any cause arising at any time during the term hereof. The two preceding sentences shall not apply to loss, injury, death or damage arising by reason of the negligence or intentional misconduct of Lessor, its agents or employees.

Section 9.02. Insurance/Liability: Lessee shall procure and maintain in force during the term of this Lease and any extension thereof, at Lessee's expense, public liability insurance adequate to protect Lessee and Lessor against liability for damage claims through public use or arising out of accidents occurring in or around the Property in a minimum amount of \$500,000.00 for each person injured, \$1,000,000.00 for any one accident, and \$50,000.00 for property damage. Lessee agrees to obtain a written obligation from insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal or renew any such policies. Lessee agrees that if such insurance policies are not kept in force during the entire term of this Lease or any extension thereof, Lessor may procure the necessary insurance and pay the premium therefore, and that such premium shall be repaid to Lessor as an additional rent installment for the month following the date on which such premiums are paid.

Section 9.03. "Blanket" Insurance Policies: Notwithstanding anything to the contrary contained in this section, Lessee's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called "blanket" policy or policies of insurance carried and maintained by Lessee; provided, however, that the coverage afforded Lessor will not be reduced or diminished or otherwise be different from that which would exist under a separate policy meeting all other requirements of this Lease by reason of the use of such blanket policy of insurance.

Section 9.04. Cost of Insurance deemed Additional Rental: The cost of insurance required to be carried by Lessee in this Section shall be deemed to be additional rental hereunder.

ARTICLE X.

ASSIGNMENT AND SUB-LETTING

Section 10.01. . Restrictions: Lessee shall not sub-leases or assign any part of the Property or any of Lessee's rights hereunder without the express written consent of Lessor first had and obtained. In the event any assignment or sub-lease is granted by

Lessor, any such assignment or sub-lease shall incorporate fully all of the terms of this Lease Agreement and Lessee shall remain responsible to Lessor for all of the terms of this Lease.

ARTICLE XI.

DEFAULT

Section 11.01. Lessee's Default: If Lessee shall fail or neglect to observe, keep or perform any of the covenants, terms, or conditions herein contained on Lessee's part to be observed, kept or performed, and such default shall continue for a period of forty-five (45) days after written notice from Lessor setting forth the nature of Lessee's default, then and in any such event, Lessor shall have the following cumulative default remedies on written notice to Lessee: (A) to terminate this Lease and forfeit all rights of Lessee hereunder; (B) to terminate this Lease and sue Lessee for all damages caused by such default or breach; and (C) immediately to enter the Property and take possession thereof with or without process of law and to remove all personal property from the Property and all persons occupying the Property and to use all necessary force therefore and in all respects to take the actual, full and exclusive possession of the Property and every part thereof as of Lessor's original estate, without incurring any liability to Lessee or to any persons occupying or using the Property for any damage caused or sustained by reason of such entry on the Property or such removal of such persons or property therefrom.

ARTICLE XII.

OWNERSHIP OF IMPROVEMENTS ON TERMINATION OF LEASE

Section 12.01. Ownership: On termination of this Lease for any cause or upon the natural expiration of this Lease, Lessor shall become the owner of any buildings and improvement on the Property not removed by Lessee within four (4) months from the date of termination of this Lease.

SECTION XIII.

LESSEE'S OPTION TO TERMINATE LEASE

Section 13.01. Option: On the condition that Section 4.01 is fully complied with, Lessee shall have the right, by notice to Lessor given at least 365 days prior to the surrender effective date, to terminate this Lease and surrender its leasehold interest hereunder to Lessor.

SECTION XIV.

LESSOR'S OPTION TO TERMINATE LEASE

Section 14.01. On the condition that any governmental agency (including Lessor) shall commence an eminent domain proceeding to acquire all or any part of the Property, or Lessee's interest therein, Lessor shall have the right, by notice to Lessee given at least 180 days prior to the termination effective date, to terminate this Lease and cause a vacation of the Property by Lessee.

SECTION XV.

CONDITION OF PROPERTY ON TERMINATION

Section 15.01. On termination of this Lease for any cause, or upon the natural expiration of this Lease, Lessee must, at Lessee's sole expense, forthwith remove any improvements from, or from under, the Property and level it; PROVIDED HOWEVER, that Lessor shall have the option of waiving this requirement as to any and all improvements Lessor desires to remain in place. Lessor hereby waives this requirement as to any paving of the Property and any fencing of the Property, as long as such improvements are the only improvements made by Lessee to the Property during the term of this lease.

XVI.

MISCELLANEOUS PROVISIONS

Section 16.01. **Waiver:** The waiver by Lessor of its right to declare a forfeiture or pursue any other remedy pursuant to this Lease upon any default on the part of Lessee shall not violate any provision therefore herein contained, nor constitute a waiver of such right in connection with any future default, or any other obligation of Lessee herein contained to be done and performed.

Section 16.02. **Inspection:** Lessor, by its officers, employees or other authorized agents, shall have the right to enter upon the Property at any and all reasonable times during the term hereof for the purpose of informing itself as to the compliance or non-compliance by Lessee of the terms, covenants and conditions of this Lease to be kept upon its part.

Section 16.03. **Miscellaneous Costs:** Lessee agrees to pay for all labor and material in connection with the construction of any buildings or improvements, social security and old age benefits, Nevada State Industrial Insurance System and Occupational Disease Coverage and for any and all such obligations or bills incurred during the term of this Lease. Upon the termination of this Lease, Lessee will discharge, pay and satisfy all bills and debts incurred by Lessee, to the end that there is no responsibility or liability imposed upon Lessor.

Section 16.04. **Notices:** Whenever in this Lease it shall be required or permitted that notice be given by either party to this Lease or to the other, such notice must be in writing and must be given personally or forwarded by certified mail addressed as follows:

**LESSOR:
THE CITY OF ELKO
1751 College Avenue
Elko, Nevada 89801**

LESSEE:
C-A-L STORES COMPANIES, INC.
dba C-A-L RANCH STORES
P.O. Box 1866
Idaho Falls, ID 83403

Such addresses may be changed from time to time by notice given hereunder.

Section 16.05. Binding Effect: This Lease shall be binding upon, and inure to the benefit of, and shall apply to the respective heirs, personal representatives, successors and assigns of Lessor and Lessee and all references in this Lease to Lessor and Lessee shall be deemed to refer to and include successors and assigns of successors or assigns.

Section 16.06. Time of Essence: Time is of the essence of this Lease and all of its provisions.

Section 16.07. Attorney's Fees: In the event of litigation, the prevailing party shall recover reasonable attorney's fees and expenses, together with costs of suit.

Section 16.08. Venue: At the option of either party, the venue of any action by the established in the County of Elko, State of Nevada. Personal service either within or without the State of Nevada shall be sufficient to give that Court jurisdiction.

Section 16.09. Captions: The captions contained herein are inserted only for convenience of reference and are in no way to be construed as part of the agreement or as a limitation on the scope of the particular paragraphs to which they refer.

Section 16.10. Title Enjoyment: Lessor covenants that Lessor is the owner of the within described Property in fee simple and has full right to make this Lease.

Section 16.11. Quiet Enjoyment: Lessee shall have the quiet and peaceable possession of the Property during the term hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand this

21st day of August, 2008.

LESSOR:

THE CITY OF ELKO

By: *Michael J. Franzoi*
MICHAEL J. FRANZOIA, Mayor

ATTEST:

Shanell Owen
SHANELL OWEN, City Clerk

LESSEE:

**C-A-L STORES COMPANIES, INC.
dba C-A-L RANCH STORES**

By: *Gregory A. Ford*
Title: *President / CEO*

EXHIBIT A

A portion of APN 001-560-040 (22,169 sq. ft. or .51 acres)

All that certain lease area being a portion of Parcel 8 as shown on the "Sun Rise Shopping Center - A Subdivision, Final Plat" File No. 160687, located in Section 11, Township 34 North, Range 55 East, M.D.M. located in the City of Elko, Elko County, Nevada, being more particularly described as follows:

Commencing at the Northeast corner of Section 11, Township 34 North, Range 55 East, M.D.M. as shown on the "Sun Rise Shopping Center - A Subdivision, Final Plat" File No. 160687; thence South 47°59'47" East 202.75 feet; thence South 42°00'13" West 1833.88 feet to the point of beginning, thence from said point of beginning South 42°00'13" West 210.10 feet; thence North 58°28'06" West 88.21 feet; thence North 31°31'54" East 206.60 feet; thence South 58 °28'06" East 126.40 feet to the point of the beginning.

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

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to accept a petition for annexation of property to the City, filed and processed as Annexation No. 1-18 by Legend Engineering on behalf of Ed and Sharon Netherton and JoyGlobal Surface Mining Inc., consisting of approximately 32.74 acres of property located southwest of the intersection of West Idaho Street and P&H Drive, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 27, 2018**
3. Agenda Category: **PETITION**
4. Time Required: **10 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: **Application and Map**
9. Recommended Motion: **Accept the petition for Annexation 1-18 and refer it to the Planning Commission for further consideration**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Ed and Sharon Netherton**
 1072 Kahaapo Loop
 Kihei, HI 96753
 Email: ednetherton@gmail.com

 JoyGlobal Surface Mining Inc.
 4450 P&H Drive
 Elko, NV 89801

 Legend Engineering
 Lonny Reed
 52 West 100 North
 Heber City, UT 84032

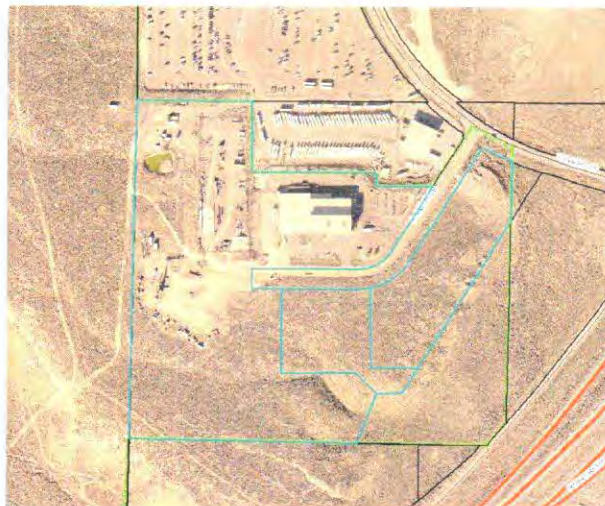


City of Elko
1751 College Avenue
Elko, NV 89801
(775) 777-7160
FAX (775) 777-7119

CITY OF ELKO STAFF REPORT

CITY COUNCIL PETITION DATE: March 27, 2018
APPLICATION NUMBER: Annexation 1-18
APPLICANT: Legend Engineering on behalf of JoyGlobal Surface Mining Inc. & Ed and Sharon Netherton
PROJECT DESCRIPTION: ±32.74 Acres

An annexation of approximately ±32.74 acres. Currently the parcel is located in Elko County adjacent to city property.



BACKGROUND INFORMATION:

1. The petition includes APN 006-09N-004, 006-09N-009 & 006-09N-007, approximately 32.74 acres southwest of the intersection of P&H Drive and West Idaho Street.
2. The application was submitted by Legend Engineering on behalf of JoyGlobal Surface Mining Inc. (APN. 006-09N-004) and Ed and Sharon Netherton (APN. 006-09N-009 & 007) who are the property owners of the mentioned parcels. The developed JoyGlobal parcel 006-09N-004 is owned by Harnisfeger Corporation who is a parent company to the JoyGlobal Surface Mining Inc.
3. The JoyGlobal parcel (006-09N-004) will be required to apply for a rezone consistent with the Master Plan Land Use Designation of Industrial Business Park as well as the existing use. The Netherton vacant parcels (006-09N-009 & 007) will be required to

rezone the property as the property develops to ensure conformance with the land use designation shown in the Master Plan.

4. Approximately 35% of the property boundary is contiguous to the City of Elko.
5. The area is identified as having annexation potential as shown in the adopted Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report dated November 2012.
6. The property fronts P&H Drive as well as West Idaho Street. West Idaho Street was already annexed into the City so therefore the half street is not included in the acreage. All of P&H Drive is included in the annexation with the exception of the ½ Street frontage of Coach USA that was previously annexed into the city with Annexation 1-16.
7. City water is available in West Idaho Street at the northeast corner of Coach USA parcel APN 001-679-010. A condition of the annexation 1-16 for Coach USA was to extend the water line along the frontage of their property which would bring the water line to the northeast corner of the area requesting annexation. They are currently served by a well water system that was part of an agreement with the City of Elko to abandon once water is available. Sewer is not available at this time, however, the City of Elko Engineering Department is working on a preliminary design. Other non-city utilities are located in the immediate area.
8. The property is not in a flood zone.
9. The property is not located in the Redevelopment Area.
10. The property is located outside any capture zones for the City of Elko Wellhead Protection Plan.
11. The proposed annexation appears logical and orderly.

STAFF RECOMMENDATION:

1. Accept the petition for annexation 1-18, to include APN 006-09N-004, 006-09N-009 & 006-09N-007, and refer the matter to the Planning Commission for further consideration and recommendation to the City Council.



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

**To: City Council
From: Jeremy Draper, Development Department
Copy: Planning Department
Date: March 8, 2018
Re: Annexation Petition 1-18, Legend Engineering**

BACKGROUND INFORMATION:

1. The application is submitted by Legend Engineering on behalf of Joy Global Surface Mining Inc. and Ed and Sharon Netherton.
2. The petition includes that portion of APN 006-09N-004, -007, and -009 lying approximately 1,200' northwest of Idaho Street and Interstate 80 containing more or less 32.74 acres of land including 1.88 acres of right-of-way in P&H Drive as shown on parcel map 452341.
3. The area is identified as having annexation potential as shown in the adopted Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure and Annexation Potential Report dated November 2012.
4. The area fronts W. Idaho Street and P&H Drive.
5. City water has been extended to the edge of the property and the property lies within the 5400 water service zone. City sewer does not exist in this area, however preliminary design has been completed by the City of Elko Engineering Department.
6. Other non-city utilities are located in the immediate area.
7. Annexation of the property is at the request of the City of Elko based on the an agreement for the assignment and assumption of water rights dated November 1, 2013 between the City of Elko and Joy Global Surface Mining, Inc. This agreement provided water rights to these users as the City of Elko could not provide water during the original period of development of these properties.
8. The area was included in the land use component of the master plan showing a proposed Industrial Business Park.
9. The proposed annexation appears logical and orderly.

RECOMMENDATION:

1. Accept the petition for annexation 1-18, to include that portion of APN 006-09N-004, -007, and -009, and refer the matter to the Planning Commission for further consideration and recommendation to the City Council.

RECEIVED

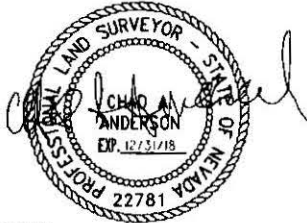
MAP 07 2018



SURVEYOR'S CERTIFICATE

I, CHAD ALLEN ANDERSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 22781, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF NEVADA. I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE HEREON DESCRIBED PARCEL AND THAT THIS ANNEXATION PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY AS IT RELATES TO THE CURRENT CITY BOUNDARY.

Chad A. Anderson
CHAD A. ANDERSON
03/05/18
DATE



ANNEXATION DETAILS

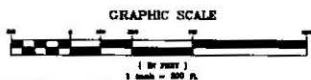
PROPOSED ACREAGE TO BE ANNEXED - 32.74 ACRES

LENGTH OF COMMON BOUNDARY WITH THE CORPORATE LIMITS OF THE CITY- 3,011 FEET

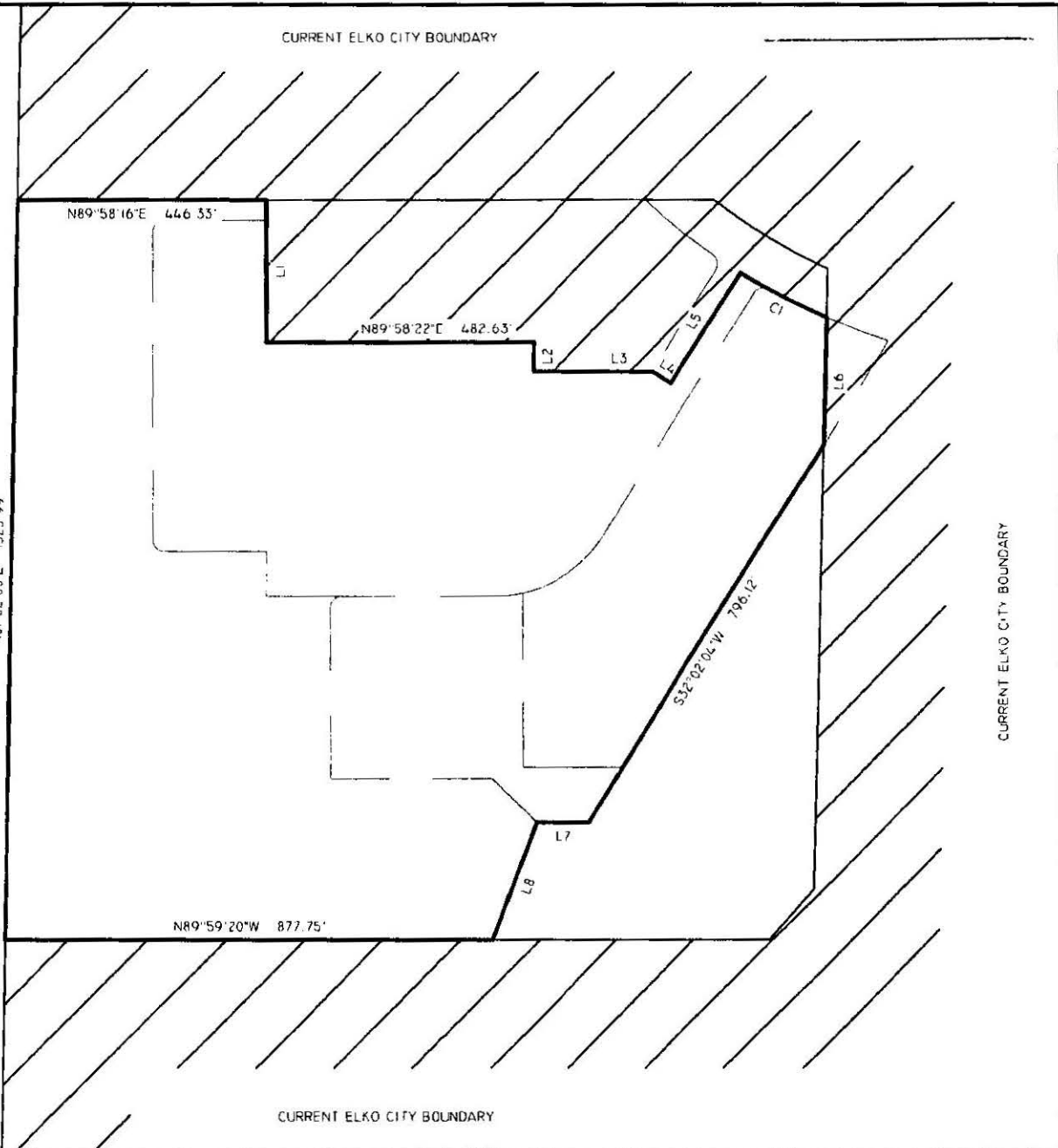
PERCENTAGE OF COMMON BOUNDARY WITH THE CORPORATE LIMITS OF THE CITY- 55%

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	255.00'	S00°01'36"E
L2	53.00'	S00°01'38"E
L3	219.40'	N89°58'22"E
L4	40.00'	S57°57'49"E
L5	234.84'	N32°02'04"E
L6	230.20'	S01°19'23"W
L7	98.20'	S89°58'22"W
L8	223.89'	S20°44'31"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	TANGENT
C1	171.94'	1160.00'	8°29'33"	171.78'	S62°13'10"E	86.13'



N01°02'00"E 1323.99'



ELEMENT
LAND SURVEYING
WWW.ELEMENTSURVEYING.COM 3335 SOUTH MAIN STREET, HENDER, UT 84002
PHONE: 801.383.5075 FAX: 801.383.5048

ANNEXATION PLAT

ELKO COUNTY
SECTION 17, T4E N14, R4E W OF SEC. 30
T4E N14, R4E W OF SEC. 30

PROJECT NO.

17-12-274

PROJECT

1 OF 1

RECEIVED

MAR 07 2018

ELKO ANNEXATION DESCRIPTION

BEGINNING AT THE FOUND NORTHWEST 1/4 CORNER OF SECTION 30, TOWNSHIP 34 NORTH, RANGE 55 EAST, MOUNT DIABLO BASE AND MERIDIAN; AND RUNNING THENCE ALONG THE CURRENT ELKO CITY BOUNDARY THE FOLLOWING NINE (9) BEARINGS AND DISTANCES, (1) NORTH 89°58'16" EAST 446.33 FEET; (2) THENCE SOUTH 00°01'36" EAST 255.00 FEET; (3) THENCE NORTH 89°58'22" EAST 482.63 FEET; (4) THENCE SOUTH 00°01'38" EAST 53.00 FEET; (5) THENCE NORTH 89°58'22" EAST 219.40 FEET; (6) THENCE SOUTH 57°57'49" EAST 40.00 FEET; (7) THENCE NORTH 32°02'04" EAST 234.84 FEET; (8) THENCE ALONG THE ARC OF A 1160.00 FOOT RADIUS CURVE ON THE LEFT 171.94 FEET (CHORD BEARS SOUTH 62°13'10" EAST 171.78 FEET); (9) THENCE SOUTH 01°19'23" WEST 230.20 FEET; THENCE LEAVING SAID ELKO CITY BOUNDARY SOUTH 32°02'04" WEST 796.12 FEET; THENCE SOUTH 89°58'22" WEST 98.20 FEET; THENCE SOUTH 20°44'31" WEST 223.89 FEET TO THE CURRENT ELKO CITY BOUNDARY; THENCE NORTH 89°59'20" WEST 877.75 FEET ALONG THE CURRENT ELKO CITY BOUNDARY; THENCE NORTH 01°02'00" EAST 1323.99 FEET TO THE POINT OF BEGINNING.

AREA = 32.74 ACRES

RECEIVED

FEB 22 2012

CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801
(775) 777-7160 * (775) 777-7119 fax

APPLICATION FOR ANNEXATION

The attached is a copy of the application for annexation of the Elko City Clerk to the City of Elko, Nevada. The application is for the annexation of the following land:
1. 1072 Kahaapo Loop, Kihei, HI 96753
2. 4450 P&H Drive, Elko, NV 89801
Attached to the end of this document are the following documents:

ASSESSOR'S PARCEL NUMBER: 00609N004, 00609N009, 00609N007

PROPERTY OWNERS

Ed & Sharon Netherton

406) 295-5556

Prattville

1072 Kahaapo Loop, Kihei, HI 96753

1072 Kahaapo Loop, Kihei, HI 96753

775-934-8317

JoyGlobal Surface Mining Inc.

Paul Richardson

(775) 748-4650

(Print Name)

Signature

Telephone Number

4450 P&H Drive Elko, NV 89801

Mailing Address

FILING REQUIREMENTS:

Complete Application Form: In order to begin processing the application, an application form must be complete and signed. Applications go before the City Council, Planning Commission, and back to City Council twice, and will take a minimum of 8 weeks.

Fee: 10 acres or less \$500.00, greater than 10 acres through 50 acres \$750.00, greater than 50 acres \$1,250.00. The filing fee shall be paid in full prior to consideration of the annexation request by the Planning Commission.

Annexation Map: An annexation map or record of survey of the area proposed for annexation provided by a properly licensed surveyor. Such map shall include the proposed acreage to be annexed, and the length and percentage of common boundary (at least 15%) with the corporate limits of the City. If the property abuts a road not already in the City limits, at least one half of the road must be included in the map and legal description (see N.R.S. 268.663).

Legal Description: A complete legal description of all property proposed for annexation.

Plot Plan: If the property is improved, a surveyed plot plan showing property lines, existing buildings, building setbacks, parking and loading areas and any other pertinent information.

Note: One .pdf (email is okay) of the entire application must be submitted, as well as one set of legible, reproducible plans 8 ½" x 11" in size. If the applicant feels the Commission needs to see 24" x 36" plans, 10 sets of pre-folded plans must be submitted.

Other Information: The applicant is encouraged to submit other information and documentation to support this Annexation request

1. Identify the existing zoning classification of the property: Light Industrial (LI)
2. Identify the zoning classification being requested upon annexation: Light Industrial (LI)
(A separate zone change application must be submitted for the requested classification.)
3. Explain in detail the type and nature of the use anticipated for the property.
Approximately 180,000 S.F. heavy equipment rental, repair and parts facility.

4. Identify any unique physical features or characteristics associated with the property.
The property is currently occupied by a 40,000 S.F. repair facility.

5. Identify the type and extent of City infrastructure anticipated for service to the property such as streets, sewer, and water service.

P&H drive will be improved and culinary water extended as well
as dry sewer for future connection.

6. Identify any water rights which will support the annexed property: _____

Existing well will be capped and water rights transferred to city.

(Use additional pages if necessary to address questions 3 through 6)

By My Signature below:

☒ I consent to having the City of Elko Staff enter on my property only for the sole purpose of inspection said property as part of this application process.

☐ I object to having the City of Elko Staff enter onto my property as a part of their review of this application. (Your objection will not affect the recommendation made by the staff or the final determination made by the City Planning Commission or the City Council.)

☒ I acknowledge that submission of this application does not imply approval of this request by the City Planning Department, the City Planning Commission and the City Council, nor does it in and of itself guarantee issuance of any other required permits and/or licenses.

☒ I acknowledge that this application may be tabled until a later meeting if either I or my designated representative or agent is not present at the meeting for which this application is scheduled.

☒ I have carefully read and completed all questions contained within this application to the best of my ability.

Applicant / Agent Lonny Reed
(Please print or type)

Mailing Address 52 West 100 North
Street Address or P.O. Box
Heber City, UT 84032
City, State, Zip Code

Phone Number: (435) 654-4828

Email address: lonny@legendengineering.com

SIGNATURE: 

FOR OFFICE USE ONLY

File No.: 1-18 Date Filed: 2/22/18 Fee Paid: \$1,000 CR# 7424

Shelby Archuleta

From: Cathy Laughlin
Sent: Thursday, March 8, 2018 2:28 PM
To: Shelby Archuleta
Subject: FW: Permission to act as agent

Cathy Laughlin
City Planner

(775)777-7160 ph
(775)777-7219 fax
claughlin@elkocitynv.gov

City of Elko
1751 College Avenue
Elko, NV 89801

From: Robert Richens [mailto:robert.richens@mining.komatsu]
Sent: Thursday, March 08, 2018 2:24 PM
To: Cathy Laughlin <claughlin@elkocitynv.gov>
Cc: Lonny Reed <lonny@legendengineering.com>
Subject: Re: Permission to act as agent

Yes, Harnischfeger is a parent company organization to JoyGlobal.

Originally the Elko facility was P&H MinePro and so the name of the road in Elko Nevada in which the property sits. It is derived from Pawling and Harnischfeger. The original founders.

Thanks
Robert

On Mar 8, 2018, at 3:17 PM, Cathy Laughlin <claughlin@elkocitynv.gov> wrote:

Lonny,
We show the property owner as Harnischfeger Corporation. Is this a parent corporation to the JoyGlobal Surface Mining Inc.? If you could please clarify this for our application.
Thanks,

Cathy Laughlin
City Planner

(775)777-7160 ph
(775)777-7219 fax
claughlin@elkocitynv.gov

City of Elko
1751 College Avenue
Elko, NV 89801

Shelby Archuleta

From: Cathy Laughlin
Sent: Wednesday, March 7, 2018 3:43 PM
To: Shelby Archuleta
Subject: FW: Permission to act as agent

Cathy Laughlin
City Planner

(775)777-7160 ph
(775)777-7219 fax
claughlin@elkocitynv.gov

City of Elko
1751 College Avenue
Elko, NV 89801

From: Lonny Reed (<mailto:lonny@legendengineering.com>)
Sent: Wednesday, March 07, 2018 3:34 PM
To: Cathy Laughlin <claughlin@elkocitynv.gov>
Subject: Fwd: Permission to act as agent

Hi Cathy,
I understand that you got an email from the Nethertons giving us permission to act as agent?
Let me know if that's not the case please.
See below for Robert Richens' approval.
Thank you,
Lonny

Lonny Reed, P.E.
Legend Engineering
lonny@legendengineering.com
www.legendengineering.com
Tel 435 654-4828
Mobile 801 633-0444
52 West 100 North
Heber City, UT 84032



Begin forwarded message:

From: Robert Richens <robert.richens@mining.komatsu>
Subject: RE: Permission to act as agent
Date: March 2, 2018 at 2:14:47 PM MST
To: Lonny Reed <lonny@legendengineering.com>, Ed Netherton <ednetherton@gmail.com>
Cc: John Pfisterer <johnp@komatsueq.com>, Andrew Bollschweiler <andrew@aeurbia.com>, David Kuhn <davidk@kuhnpm.com>

Lonny,

Please use this email as authorization to act as our Agent for the annexation.

Thanks
Robert

Robert Richens

Executive Vice President - North America
JoyGlobal Surface Mining Inc.
Office: +1 801 952 4711
Mobile: +1 435 654 0774

KOMATSU

From: Lonny Reed [<mailto:lonny@legendengineering.com>]

Sent: Friday, March 02, 2018 1:07 PM

To: Ed Netherton <ednetherton@gmail.com>; Robert Richens <robert.richens@mining.komatsu>

Cc: John Pfisterer <johnp@komatsueg.com>; Andrew Bollschweiler <andrew@aeurbia.com>; David Kuhn <davidk@kuhnpm.com>

Subject: Fwd: Permission to act as agent

Hi Ed and Robert,

Cathy from the City of Elko is asking for an email from each of you that assigns Legend Engineering to act as agent for the annexation. Please respond to this email as soon as you can and I will forward to Cathy.

Thank you,
Lonny

Lonny Reed, P.E.

Legend Engineering
lonny@legendengineering.com
www.legendengineering.com
Tel 435 654-4828
Mobile 801 633-0444
52 West 100 North
Heber City, UT 84032



Begin forwarded message:

From: Cathy Laughlin <claughlin@elkocitynv.gov>

Subject: Permission to act as agent

Date: March 2, 2018 at 1:00:14 PM MST

To: Lonny Reed <lonny@legendengineering.com>

Cc: Shelby Archuleta <sarchuleta@elkocitynv.gov>, Jeremy Draper <jdraper@elkocitynv.gov>

Lonny,
Could you get an email or written permission from both JoyGlobal and Nethertons to assign you as their agent for this annexation as we are showing Legend as the applicant on behalf of the property owners.
Thanks,

Cathy Laughlin
City Planner

(775)777-7160 ph
(775)777-7219 fax
claughlin@elkocitynv.gov

City of Elko
1751 College Avenue
Elko, NV 89801

This electronic mail transmission contains information from Joy Global Inc. which is confidential, and is intended only for the use of the proper Addressee. If you are not the intended recipient, please notify us immediately at the return address on this transmission, and delete this message and any attachments from your system. Unauthorized use, copying, disclosing, distributing, or taking any action in reliance on the contents of this transmission is strictly prohibited and may be unlawful. Privacy-JGI

Cathy Laughlin

From: Sharon Netherton <ssnetherton@yahoo.com>
Sent: Monday, March 05, 2018 4:16 PM
To: Cathy Laughlin
Cc: Ed Netherton
Subject: Netherton Annexation

Dear Cathy,

I give my permission to Lonnie Reed from Legend Engineering to sign as my agent for the annexation of the property at mile marker 298.

Sincerely

Sharon Netherton

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible adoption of Resolution No. 10-18, a resolution of the Elko City Council amending the Elko City Master Plan Atlas Map #8, filed as Elko City Master Plan Amendment No. 1-18, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 27, 2018**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **15 Minutes**
5. Background Information: **On March 6, 2018, the Planning Commission adopted its Resolution No. 1-18 to amend the Atlas Map #8 of the current Elko City Master Plan, and took action to recommend Council adopt said amendment via a resolution. An amendment of this type requires positive action by both the Planning Commission and the Council. If the Council suggests any changes to the Master Plan amendment as adopted by the Planning Commission, the Master Plan must first go back to the Planning Commission for review and approval. CL**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution, P.C. Action Report, P.C. Resolution and related correspondence**
9. Recommended Motion: **Adopt Resolution No. 10-18**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission, Legal Review**
12. Council Action:
13. Agenda Distribution:

**ELKO CITY PLANNING COMMISSION
RESOLUTION NO. 1-18**

**A RESOLUTION OF THE ELKO CITY PLANNING COMMISSION
AMENDING THE ELKO CITY MASTER PLAN UPDATING THE PROPOSED
FUTURE LAND USE MAP ATLAS #8 BY CLEANING UP LAND USE
DESIGNATIONS**

WHEREAS, the Elko City Planning Commission conducted a public hearing in accordance with Nevada Revised Statutes, Section 278.210 and the Elko City Code, Section 3-4-12, and

WHEREAS, the Elko City Planning Commission received public input, and reviewed and examined documents and materials related to amending Proposed Future Land Use Atlas Map #8 of the Elko City Master Plan.

NOW, THEREFORE, BE IT RESOLVED by the Elko City Planning Commission that amended portions of the Elko City Master Plan within the Proposed Future Land Use Map Atlas #8, are attached hereto at Exhibit 1, and that the amendments to the Elko City Master Plan attached hereto at Exhibit 1 are hereby adopted.

All previous versions of the amended portions of Elko City Master Plan, and all resolutions or parts of resolutions in conflict herewith are hereby repealed.

The amendment to the Elko City Master Plan attached hereto at Exhibit 1, or any portion thereof, shall be effective upon adoption by the Elko City Council.

PASSED AND ADOPTED this 6th day of March 2018 by a vote of not less than two-thirds of the membership of the Planning Commission per NRS 278.210 (3) and Elko City Code Section 3-4-12 (B).

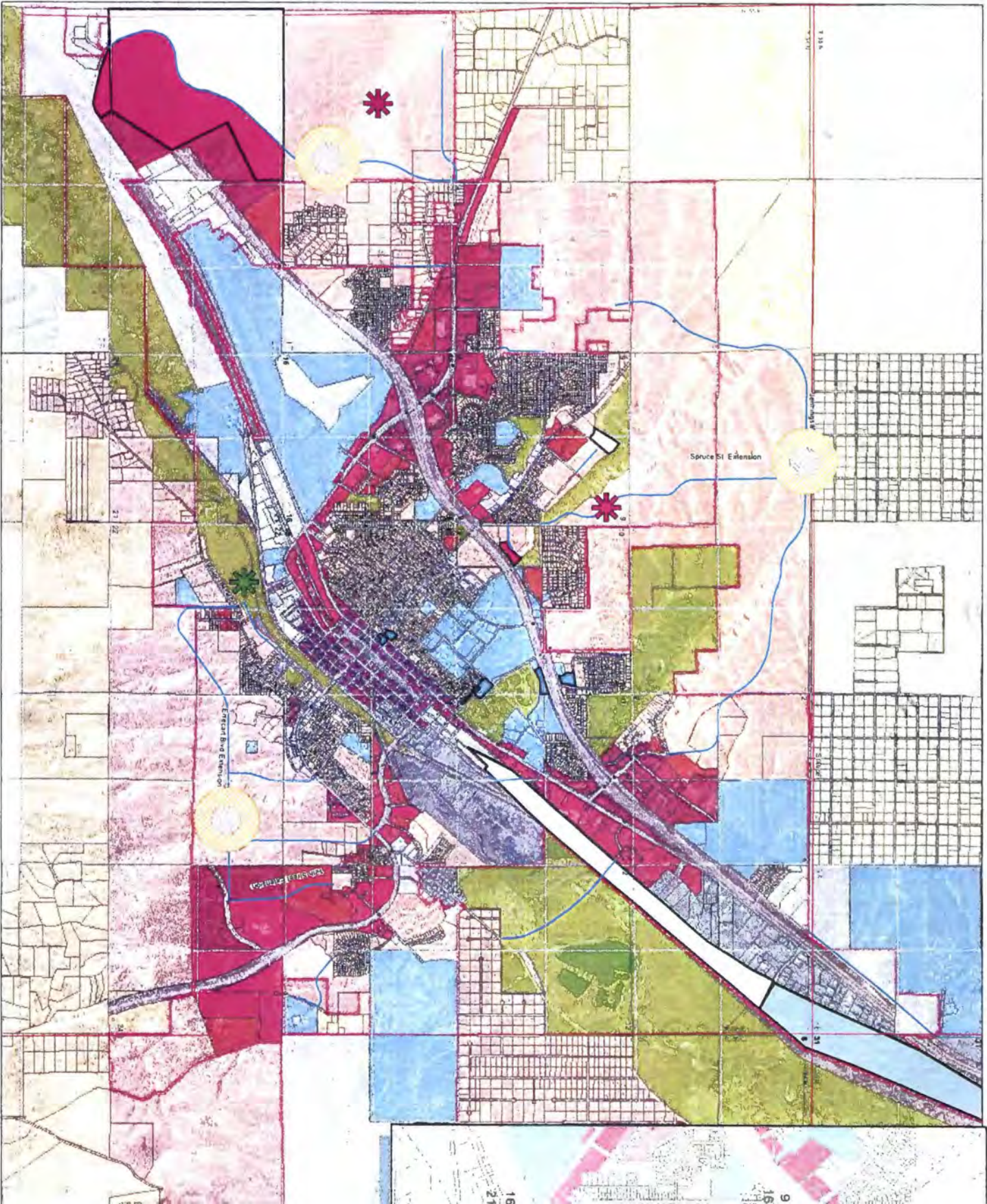
By: _____

David Freistroffer, Chairman

Attest: _____

Tera Hooiman, Secretary

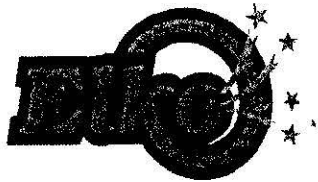
AYES: Commissioner David Freistroffer, Commissioner Jeff Dalling,
Commissioner Tera Hooiman, Commissioner John Anderson,
Commissioner Kevin Hodur



NAYS: None

ABSENT: Commissioner Stefan Beck

ABSTAIN: None



CITY OF ELKO

Planning Department

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

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

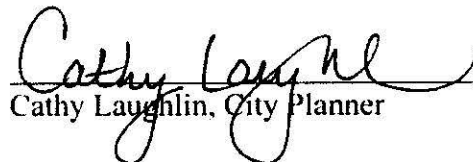
CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of March 6, 2018

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on March 6, 2018 under Public Hearing format in accordance with notification requirements contained in NRS 278.210 and Elko City Code Section 3-4-12 A.:

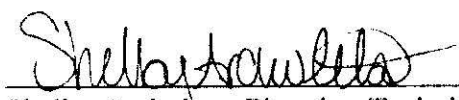
Resolution 1-18, containing amendments to the Atlas Map #8 of the City of Elko Master Plan, and matters related thereto.

WHEREAS, the Planning Commission, upon review and consideration of the supporting data, public input and testimony, adopt Resolution No. 1-18, containing amendments to the Atlas Map #8 of the City of Elko Master Plan, directing that an attested copy of the forgoing parts, amendments, extensions of and/or additions to the Elko City Master Plan be certified to the City Council; further directing that an attested copy of this Commission's report on the proposed changes and additions shall have be filed with the City Council; and recommending to City Council to adopt said amendments by resolution.

The Planning Commission's findings to support its recommendation are the proposed amendment is consistent with the Land Use Component of the City of Elko Master Plan as follows: a. The proposed amendment meets Objective 6 of the Master Plan. b. The proposed amendment is consistent with Best Practice 6.2 of the Master Plan. The proposed amendment is consistent with the Transportation Component of the City of Elko Master Plan as the proposed land use designation is supported by the existing and proposed roadway infrastructure. The proposed amendment is consistent with the City of Elko Development Feasibility, Land Use, Water and Sewer Infrastructure, and Annexation Potential Report by supporting recent City actions in the vicinity and addressing potential shortfalls of designated Highway Commercial areas across the community. The proposed designation is not in conflict with the City's Redevelopment Plan. The proposed designation is not in conflict with the City's Wellhead Protection Plan. The proposed designation in not located in a special flood hazard area.


Cathy Laughlin, City Planner

Attest:


Shelby Archuleta, Planning Technician

CC: Jeremy Draper, Development Manager (via email)
Shanell Owen, City Clerk

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

**CITY OF ELKO
RESOLUTION NO. 10-18**

**A RESOLUTION OF THE ELKO CITY COUNCIL AMENDING THE ELKO
CITY MASTER PLAN FUTURE LAND USE MAP BY CLEANING UP
NUMEROUS LAND USE DESIGNATIONS**

WHEREAS, the Elko City Council conducted a public hearing on proposed changes to parts of the Elko City Master Plan in accordance with Nevada Revised Statutes, Section 278.220 and the Elko City Code, Section 3-4-13, and

WHEREAS, the Elko City Council received public input, examined documents and materials related to amending the Future Land Use Map of the Elko City Master Plan, and reviewed the previous action taken by the Planning Commission pertaining to the Master Plan amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE ELKO CITY COUNCIL that amended portion of the Elko City Master Plan within the Future Land Use Map, is attached hereto at Exhibit 1, and that the amendment to the Elko City Master Plan attached hereto at Exhibit 1 are hereby adopted.

All previous versions of the amended portions of Elko City Master Plan, and all resolutions or parts of resolutions in conflict herewith are hereby repealed.

IT IS FURTHER RESOLVED that this Resolution shall be effective and shall be in force immediately upon adoption, and that upon adoption of this Resolution by the Elko City Council it shall be signed by the Mayor and attested to by the City Clerk.

PASSED AND ADOPTED this 27th day of March 2018.

CITY OF ELKO

By: _____
CHRIS J. JOHNSON, MAYOR

ATTEST:

SHANELL OWEN, CITY CLERK

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN: