



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, August 13, 2019

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

1751 College Avenue, Elko, NV 89801

Date: Time Posted: Thursday, August 8, 2019 at 8:30 a.m.

ELKO COUNTY COURTHOUSE

571 Idaho Street, Elko, NV 89801

Date/Time Posted: Thursday, August 8, 2019 at 8:40 a.m.

ELKO POLICE DEPARTMENT

1448 Silver, Elko NV 89801

Date/Time Posted: Thursday, August 8, 2019 at 8:50 a.m.

ELKO COUNTY LIBRARY

720 Court Street, Elko, NV 89801

Date/Time Posted: Thursday, August 8, 2019 at 9:00 a.m.

Posted by: Kim Wilkinson

Name

Administrative Assistant

Title

Kim Wilkinson
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.elkocity.com>

Dated this 8th day of August, 2019

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
Elko, Nevada

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.D.S.T., TUESDAY, AUGUST 13, 2019
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: July 23, 2019 Regular Session

I. PRESENTATIONS

- A. Presentation by Lt. Palhegyi, Police Department, regarding his trip to the National Academy, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**
- B. Presentation of a Years of Service Plaque to Troy Poncin, Information Systems Manager, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

II. CONSENT AGENDA

- A. Review, consideration, and possible action to reappoint Parks and Recreation Advisory Board members Lynette Davis, Danny Story, Amber Fox, and Andrew Storla to an additional four-year term to expire June 30, 2023, and matters related thereto. **FOR POSSIBLE ACTION**

The four current member's terms expired on June 30, 2019. Pursuant to Parks and Recreation Advisory Board By-Laws, members shall be eligible for reappointment, and the terms shall be four years or until his/her successor takes office. All four members have indicated an interest to continue serving on the Parks and Recreation Advisory Board. JW

- B. Review, discussion, and possible approval for the Fire Department to renew an Interlocal Agreement with Elko County Fire Protection District, and matters related thereto. **FOR POSSIBLE ACTION**

The previous Interlocal Agreement between the City of Elko Fire Department and the Elko County Fire Protection District expired on December 31, 2018. This successor agreement has been updated and would be effective for a 3 year term. The Fire Chief, City Attorney and City Manager have reviewed the agreement and are requesting City Council approval. MG

III. PERSONNEL

- A. Employee Introductions:

- 1.) Chris Fowler, Accounting Technician I, Finance Department
- 2.) Amanda Quintero, PT Minutes Clerk, City Clerk's Department
- 3.) Valerie Zatarain, PT Laboratory Technician, Water Reclamation Facility

- B. Review, consideration, and possible approval of the Part-Time Code Enforcement official position description, and matters related thereto. **FOR POSSIBLE ACTION**

The position of Part Time Code Enforcement Official was approved in the FY 2019/2020 Budget, as a new position within the Community Development Department. The position will perform a variety of public contact duties, with emphasis on public nuisances and ensuring compliance with applicable City codes and ordinances. Staff is proposing this position be placed at an Hourly Rate of \$19-\$25. SS

- C. Review, consideration, and possible approval of the Part-Time Human Resources Technician position description, and matters related thereto. **FOR POSSIBLE ACTION**

The position of Part-Time Human Resources Technician was approved in the FY 2019/2020 Budget, as a new position within the Human Resources Department. The position will provide support to various Human Resources activities and functions, including file maintenance, recruiting, benefits administration, safety, and HR administrative support. Staff is proposing this position be placed at an Hourly Rate of \$19-\$25. SS

- D. Review and acceptance of Police Chief Ben Reed Jr's. "Notice of Retirement," effective November 2, 2019, and matters related thereto. **FOR POSSIBLE ACTION**

A copy of the letter has been included in the agenda packet for review. BR

- E. Review, discussion, and possible direction to Staff regarding the selection of a new Police Chief, including the possibility of appointing Police Captain Ty Trouten to the position of Police Chief, effective November 3, 2019, and matters related thereto. **FOR POSSIBLE ACTION**

Per Section 1.070 of the Elko City Charter, The City Council is responsible for appointing the position of Police Chief. As such, the City Council has broad flexibility in selecting a candidate for an appointed office.

While several factors should be considered when making recruitment and selection decisions, succession planning is a critical component for key leadership positions. In this instance, Captain Ty Trouten has been mentored by Police Chief Ben Reed Jr. and is well prepared to advance into the role of Police Chief. As City Manager, I concur with Police Chief Ben Reed Jr's' assessment and recommend the direct appointment of Captain Ty Trouten to the position of Police Chief, effective November 3, 2019. CC

IV. APPROPRIATIONS

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review and possible approval of Print n' Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review, discussion, and possible approval for the Fire Department to purchase an Air Flow Exhaust Removal System from AirVac Corporation for the amount of \$55,000, and matters related thereto. **FOR POSSIBLE ACTION**

During the FY 2019/2020 budget process, Council approved funding for this installation. The benefits to the new system is firefighter safety by removing harmful carcinogens and particulates produced by apparatus running in the building during response and return to the station. This system also meets NFPA 1500 compliance. This purchase will be done as a sole source purchase as this is the only manufacture producing this system. MG

- D. Review, discussion, and possible approval for the Fire Department to proceed with Phase 1 of the Fire Department Radio System Upgrade Project for the amount of \$150,000, and matters related thereto. **FOR POSSIBLE ACTION**

Council approved funding of Phase 1 of this project for \$150,000 during the FY 2019/2020 budget process. The benefits of the upgrade will include; a new repeated tactical channel, new repeaters for the primary fire channel, dispatch upgrade and firefighter safety. The Elko PD is currently using this upgraded system which will enable interdepartmental communication. This purchase will be sole source through Motorola and Sierra Electronics. MG

- E. Review, discussion, and possible approval for the Fire Department to apply for the Fire House Subs Grant, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko Fire Department is requesting approval to apply for a Fire House Subs Grant in the amount of \$32,817 for a new EMS monitor/defibrillator. If granted, this defibrillator would replace a current monitor/defibrillator that will no longer be supported in 2020. There is no match for the grant. MG

- F. Review, consideration, and possible approval for the Elko Police Department to purchase one (1) fully equipped police vehicle, through the Nevada State Purchasing Program, and matters related thereto. **FOR POSSIBLE ACTION**

As a political subdivision of the State of Nevada, the City of Elko is able to utilize the State of Nevada Purchasing Division for fleet acquisition and related equipment. The estimated purchase costs include the related equipment as follows: The cost of the Chevrolet Tahoe, (fully equipped and up-fitted), is estimated to be seventy-three thousand, eight hundred and ninety-two dollars and forty-one cents (\$73,892.41). It will be deployed as a Canine Unit in the Patrol Division. This acquisition was approved in the Fiscal Year 2019/20 Budget. BR

- G. Review, discussion, and possible approval to authorize the Parks Department to purchase mowing equipment via the State of Nevada's contract with NASPO (National Association of State Procurement Officials), in accordance with NRS 332.195, Joinder or Mutual use of contracts, and matters related thereto. **FOR POSSIBLE ACTION**

The Parks Department was approved to purchase mowing equipment for the current fiscal year with a budget of \$55,000. NRS 332.195 authorizes the use of joinder contracts within or outside the State of Nevada for the acquisition of equipment with the authorization of the contracting vendor. Toro has provided authorization for the use of the Nevada NASPO contract to the City of Elko for the purchase of a Toro Groundmaster 4300-D mower. A copy of the purchase amount has been included in the packet. JW

V. NEW BUSINESS

- A. Review, consideration and possible approval of a request from DBA Show for the closures the corridor on 4th and 5th Street the Rides and Rods event to be held on September 6, 7 and 8, 2019, and matters related thereto. **POSSIBLE ACTION ITEM**

The DBA is requesting to close the corridor for the Rides and Rods Classic Car show. CC

- B. Review, consideration, and possible approval of a request from the Stray Dog Pub to close the alley adjacent to 374 5th Street for a fundraiser event to be held on August 17, 2019 at 3:00 p.m., and matters related thereto. **FOR POSSIBLE ACTION**

The Stray Dog would like to hold a fundraiser for Martha Garcia and are requesting the closure of the corridor between the Stray Dog and Western Folklife Center to hold the event. The corridor will be closed from 9 a.m. to 12 a.m. on the same day. Since it is a request to close city-owned property, approval from the Council is required. KW

VI. RESOLUTIONS AND ORDINANCES

- A. First reading of proposed Ordinance 844, an Ordinance deleting Title 7 Chapter 6 entitled “Recreational Vehicles” and creating Title 7, Chapter 6 entitled “Off-Highway Vehicles” and establishing rules for operation of off-highway vehicles within the municipal boundaries of the City of Elko, established routes for ingress and egress from the City of Elko to public and private lands where off-highway vehicle use is authorized, and establishing the penalties for violations, and matters related thereto. **FOR POSSIBLE ACTION**

City Council initiated this ordinance on August 28, 2018, and directed Staff to form a workgroup consisting of City Staff and interested members of the public. The work group met several times. A public hearing was held on January 24, 2019 to garner further public input. The ordinance was tabled on 7/23/2019. KW

VII. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Consideration of a request from Mr. Manuel Basabe to adjust his City of Elko Utility Bill based upon his inability to submit “Verification of Non-Occupancy” forms due to medical incapacitation, and matters related thereto. **FOR POSSIBLE ACTION**

A letter from Mr. Basabe has been included in the agenda packet for review. CC

- B. Review, consideration, and possible action to approve Curb, Gutter, and Sidewalk Waiver No. 2-19, filed by Andrew and Shannon Knudsen, which waives the requirement for curb and gutter on the south side of Mountain City Highway abutting the west half of APN 001-01E-040, and matters related thereto. **FOR POSSIBLE ACTION**

Per Elko City Code Section 8-21-3, public improvements are required on developed lots or parcels of land involving a change in building occupancy and use of land. The applicant is proposing an expansion of Sundance Mini-Storage onto a vacant portion of their property, which until recently, was a separate parcel. NDOT has reviewed the need for curb and gutter at this location and has determined that it is not needed to control drainage in this area. Staff recommends approval of the waiver for curb and gutter with sidewalk still being required. MR

VIII. 5:30 P.M. PUBLIC HEARINGS

- A. Second reading, public hearing, and possible adoption of Ordinance No. 842, an ordinance amending Title 3, Chapter 2, of the Elko City Code "General Zoning Ordinance" specifically Section 3-2-3 General Provisions, filed and processed as Zoning Ordinance Amendment No. 1-19, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission held a public hearing on July 2, 2019, and took action to forward a recommendation to Council to adopt an ordinance, which approves the zoning ordinance amendment. City Council held the first reading of Ordinance No. 842 on July 23, 2019, and set the matter for second reading and public hearing. CL

IX. REPORTS

- A. Mayor and City Council
- B. City Manager – LASSO Fundraiser
- 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. Parks and Recreation Director
- N. Civil Engineer
- O. Building Official

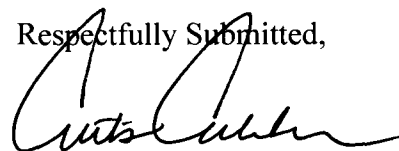
COMMENTS BY THE GENERAL PUBLIC

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 July 23, 2019

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, July 23, 2019.

This meeting was called to order by Mayor Reece Keener.

CALL TO ORDER

ROLL CALL

Mayor Present: Reece Keener

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

City Staff Present: Curtis Calder, City Manager
 Scott Wilkinson, Assistant City Manager
 Ryan Limberg, Utilities Director
 Kelly Wooldridge, City Clerk
 Michele Rambo, Development Manager
 Jeff Ford, Building Official
 Bob Thibault, Civil Engineer
 Candi Quilici, Accounting Manager
 Dennis Strickland, Public Works Director
 Mike Hess, Landfill Superintendent
 Cathy Laughlin, City Planner
 Susie Shurtz, Human Resources Manager
 James Wiley, Parks and Recreation Director
 Jim Foster, Airport Manager
 Matt Griego, Fire Chief
 Jack Snyder, Fire Department
 John Holmes, Fire Marshal
 Mike Palhegyi, Police Lieutenant
 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

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**

Mike Palhegyi, Police Lieutenant, spoke about the National Night Out Event coming up in two weeks on August 6.

APPROVAL OF MINUTES: July 9, 2019 Regular Session

The minutes were approved by general consent.

I. PRESENTATIONS

- A. Reading of a proclamation by the Mayor recognizing Sunday, July 28th as “National Parents Day”, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

Mayor Keener read the proclamation.

- B. Presentation of a retirement plaque to Officer Fred McKown, for his twenty two years of service to the City of Elko Police Department, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

Mayor Keener presented Officer Fred McKown with a plaque in appreciation for his many years of dedicated service.

Mike Palhegyi, Police Lieutenant, said it has been a pleasure working with Mr. McKown. Thank you for always being there. He was very reliable.

Claire Morris, Former Police Chief, said Mr. McKown worked with him a number of years. He has been on the SWAT team for 22 years and he passes the physical part of the test better than many of the younger officers. He is a good man and he hopes he enjoys retirement.

Mayor Keener thanked him for his service.

II. CONSENT AGENDA

- A. Review, consideration, and possible action to reappoint Planning Commission members Jeff Dalling and Evi Buell to an additional Four-Year Term to expire July 2023, and matters related thereto. **FOR POSSIBLE ACTION**

Jeff Dalling and Evi Buell’s terms expire July 2019. Pursuant to City Code Section 3-4-1, Planning Commission members shall be eligible for reappointment, and the terms shall be four years or until his/her successor takes office. Mr. Dalling and Ms. Buell have indicated an interest to continue serving on the Planning Commission. CL

- B. Review, consideration, and possible approval of the City of Elko Fiscal Year 2018/2019 Indebtedness Report, Debt Management Policy, and Five-Year Capital

Improvement Plan as required by NRS 350.013, and matters related thereto. **FOR POSSIBLE ACTION**

Pursuant to NRS 350.013, all entities must file the Indebtedness Report, an updated Debt Management Policy, and the Five-Year Capital Improvement Plan. The updated reports are included in the agenda packet for your review. CQ

- C. Review, consideration, and possible approval for the Elko Police Department to acquire a surplus vehicle from the military 1033 Program, and matters related thereto. **FOR POSSIBLE ACTION**

The Elko Police Department coordinates with the Office of Criminal Justice Assistance to acquire surplus equipment and vehicles through the 1033 Program. Acquiring equipment from this program requires no financial commitment from the City of Elko. This is an opportunity to acquire a used Humvee style all-terrain vehicle. BR

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve the Consent Agenda.**

The motion passed unanimously. (5-0)

III. PERSONNEL

- A. Employee Introductions:

- 1). Payden Shafer, Landfill Equipment Operator, Public Works Department
Present and introduced.

- B. Review and possible approval of the Financial Services Director position description, and matters related thereto. **FOR POSSIBLE ACTION**

As the result of ongoing reorganization efforts, Staff is proposing the creation of a Financial Services Director position. If approved, the proposed position will oversee the Accounting/Finance and Information Systems Departments. The Human Resources Department will report directly to the City Manager.

The Administrative Services Director position will remain unfilled. Due to the reduction in responsibility, Staff is proposing the Financial Services Director position be placed in Management Pay Grade 38. SS

Susie Shurtz, Human Resources Manager, explained this position would largely manage the Finance Department.

**** A motion was made by Councilman Schmidtlein, seconded by Councilwoman Simons, to approve the Financial Services Director position job description.**

The motion passed unanimously. (5-0)

IV. APPROPRIATIONS

- D. Review and possible approval for the Fire Department to purchase one (1) Fire Marshal vehicle and accessories through Nevada State Purchasing for \$57,547.06, and matters related thereto. **FOR POSSIBLE ACTION**

City Council approved the vehicle purchase in the FY 2019/2020 Budget (Capital Equipment Fund). Fire Marshal Holmes is moving forward with ordering the vehicle and accessories. JH

John Holmes, Fire Marshal, explained \$60,000 was budgeted and asked that the request be approved not to exceed \$60,000 with prices increasing since the vehicle was quoted back in February.

Councilman Hance asked if the accessories are under a state contract.

Mr. Holmes answered that portion is not covered by a state contract.

Councilman Hance wanted to see some quotes on that equipment because he thought it was a lot of money.

Councilman Stone asked what the plan was for the old vehicle.

Mr. Holmes answered the one he is in now will be the backup vehicle for the Command Officers and available if other staff need a vehicle.

**** A motion was made by Councilman Hance, seconded by Councilman Schmidlein, to approve the request from the Fire Marshal to purchase one vehicle and accessories, with getting some competitive quotes for the outfitting equipment on the vehicle, with an amount not to exceed \$60,000.**

The motion passed unanimously. (5-0)

- E. Review, discussion, and possible approval for the Fire Department to purchase a new Type III Fire Apparatus from Boise Mobile Equipment for the amount of \$331,069.00, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko Fire Department would like the approval to purchase a new Type III Fire Engine. The new Fire Engine will replace the current Engine 54 which is 22 years old. The new Fire Engine will be built by Boise Mobile Equipment, at the price of \$331,069.00. The apparatus will feature seating for four firefighters, 500 gallons of water, 500 gallon per minute pump, pump and roll capabilities and increased compartment space. The Fire Department would like to order the apparatus and not require payment until delivery. This purchase will be done utilizing the HGAC purchasing program. JS

Jack Snyder, Deputy Fire Chief, explained they had budgeted \$300,000 but the price of metal has gone up. Boise Mobile Equipment will be building both trucks at the same time and we will not

have to wait another year to get this truck. This truck is almost identical to the truck they requested last year.

Councilman Hance asked, in the sales agreement, Section 2, "...to complete the fire apparatus within 400 days, however, if it is not completed they shall not be in default..." but he didn't think we could agree to anything more than one year out.

Dave Stanton said he wasn't asked to review this contract. He thought they could obligate the funds this fiscal year even if the product isn't delivered within this fiscal year.

Curtis Calder, City Manager, answered yes. This is coming out of our Capital Equipment Fund and those funds roll over from year to year. If something doesn't come in, although we would like it to for audit purposes, if it doesn't come in it can still be paid for in the subsequent fiscal year. He wasn't aware of anything that would prevent the Council approving a purchase that would be two years out.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to approve the Fire Department to purchase a new Type 3 Fire Apparatus from Boise Mobile Equipment for the amount of \$331,069.**

The motion passed unanimously. (5-0)

- F. Review, consideration, and possible issuance of final acceptance for the Municipal Swimming Pool Repair Project, and matters related thereto. **FOR POSSIBLE ACTION**

This project was awarded to MGM Construction Inc. at the February 26, 2019 Council Meeting in the amount of \$463,353.00. There were two approved change orders for the project. One resulting in a reduction of cost for the amount of \$1,221.00 and a second resulting in an increase of cost for the amount of \$2,535.00. The net total for change orders amounting to \$1,314.51 bringing the total for the project to \$464,666.51. The project has been completed on time and in conformance with the plans and specifications. JW

James Wiley, Parks and Recreation Director, explained there were only minor change orders on this project. They are happy with the project.

**** A motion was made by Councilman Stone, seconded by Councilman Schmidlein, to approve final acceptance of the Municipal Swimming Pool Repair Project in the amount of \$464,666.51.**

The motion passed unanimously. (5-0)

V. SUBDIVISIONS

- A. Review, consideration, and possible action to conditionally approve Final Map No. 8-19, filed by Copper Trails LLC, for the development of a subdivision entitled Copper Trails Phase 2, Unit 1 involving the proposed division of approximately 19.194 acres of property into 9 lots for residential development and

1 remainder lot within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

The subject property is located at the intersection of Copper Street and Mitty Avenue (APN 001-610-114). The Planning Commission considered this item on July 2, 2019 and took action to forward a recommendation to conditionally approve Final Map 8-19. MR

Michele Rambo, Development Manager, gave a presentation (Exhibit "A").

**** A motion was made by Councilman Schmittlein, seconded by Councilman Hance, to conditionally approve the Final Map No. 8-19 for the Copper Trails Phase 2 Unit 1 Subdivision, subject to the conditions as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible conditional acceptance of Public Improvements for the Autumn Colors Phase 5 Subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Council approved Final Map 2-18 on June 12, 2018. An Agreement to Install Public Improvements and a Performance Guarantee was entered into June 12, 2018.

The Developer has substantially completed the Public Improvements in accordance with the approved plans with the exception of a few outstanding items. The developer is asking for a conditional acceptance with the understanding that the remaining items will be completed by September of this year. The City is in receipt of the required Certification of the project by the Engineer of Record. Upon acceptance of the Public Improvements by the Council, the Developer is required to provide maintenance security in the amount of \$64,735.00 for a 12 month maintenance period. The maintenance security is on deposit with the City. MR

Ms. Rambo explained they have completed a majority of their improvements. There are just a few items remaining. There is a letter in the packet from Bailey Homes that outlines what items are outstanding. Since that letter was written, some of these items have been completed.

Councilman Schmittlein asked why the ditch was so deep next to the roadway. He wondered what the purpose was because he thought they would put a culvert in there.

Scott Wilkinson, Assistant City Manager, said this all dates back to Phase 1. The whole drainage on the NDOT Right-Of-Way was approved by the Carson City Office for NDOT. They didn't require any additional infrastructure than culverting for the roadway and the storm drain infrastructure that is in place now. There is some head cutting/down grading of the intersection but that is because NDOT's base material upgrade of the intersection is eroding and it gets into the drop inlets that are near the intersection and plugs them up. That is an issue that NDOT has

to correct. He has met with NDOT and they didn't require that additional width of paving when that subdivision was approved. NDOT will have to deal with those issues.

Bob Thibault, Civil Engineer, spoke about the walkway NDOT installed and some erosion in the area.

Ms. Rambo said the applicant was present.

Mr. Wilkinson added that the entire bond would remain in place until those outstanding items are completed.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, for conditional acceptance of the Public Improvements for the Autumn Colors Phase 5 subdivision with noted exceptions. The maintenance period is to run for one year from date of completion of the outstanding items.**

The motion passed unanimously. (5-0)

VI. NEW BUSINESS

- A. Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Copper Trails Phase 2, Unit 1 subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code 3-3-21 requires the subdivider to have executed and filed an agreement between the subdivider and the City for the required subdivision improvements, included stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in accordance with Elko City Code 3-3-22. As part of the conditions of approval for Final Map 8-19, the Planning Commission recommended that the agreement be approved by the City Council. The Planning Commission also recommended that the Developer shall enter into the agreement within 30 days of the City Council's approval of the Final Map. MR

Ms. Rambo said this is our typical Performance/Maintenance Agreement for subdivisions. Now that Council has approved the Final Map, this is the next order of business.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to approve the Performance/Maintenance Agreement for the subdivision improvements associated with the Copper Trails Phase 2 Unit 1 subdivision. The subdivider shall enter into the agreement within 30 days.**

The motion passed unanimously. (5-0)

VII. RESOLUTIONS AND ORDINANCES

- A. First reading of proposed Ordinance No. 842 amending Section 3-2-3 of the Elko City Code entitled "General Provisions" adding a reference to curb, gutter, and sidewalk requirements set forth in Title 8 (Public Ways and Property) and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission initiated this amendment to the City Zoning Ordinance at their meeting of May 7, 2019. At their meeting on July 2, 2019 the Planning Commission recommended that the City Council adopt Ordinance No. 842, which approves Zoning Ordinance Amendment No. 1-19 of the Elko City Code, specifically Section 3-2-3. CL

Cathy Laughlin, City Planner, explained a copy of the Ordinance was in the packet. She explained the changes in the ordinance.

**** A motion was made by Councilman Hance, seconded by Councilman Schmidtlein, to conduct the first reading of Ordinance No. 842, and direct city staff to set the matter for Second Reading, Public Hearing and possible adoption.**

The motion passed unanimously. (5-0)

- B. First reading of proposed Ordinance 844 An Ordinance deleting Title 7 Chapter 6 entitled "Recreational Vehicles" and creating Title 7, Chapter 6 entitled "Off-Highway Vehicles" and establishing rules for operation of off-highway vehicles within the municipal boundaries of the City of Elko, established routes for ingress and egress from the City of Elko to public and private lands where off-highway vehicle use is authorized, and establishing the penalties for violations **FOR POSSIBLE ACTION**

City Council initiated this ordinance on August 28, 2018, and directed Staff to form a workgroup consisting of City Staff and interested members of the public. The work group met several times. A public hearing was held on January 24, 2019 to garner further public input. KW

Kelly Wooldridge, City Clerk, explained the ordinance using a presentation (Exhibit "B").

Mike Palhegyi, Police Lieutenant, talked about the Dotta Drive route. Some more streets may need to be added to the designated routes.

Councilman Hance asked what happens when some of the hotels come back and ask why they are not on the routes.

Mr. Palhegyi answered there is still the option of being on a State Route for up to 2 miles. Residents can still ride on the other streets to get to the designated routes too.

Councilman Schmidtlein thought all passengers on the OHV would need a helmet.

Councilman Stone pointed out an error in the definition of a Large All-Terrain Vehicle; an "or" should be used instead of "and."

Ms. Wooldridge continued with the presentation.

Mayor Keener asked if NRS requires insurance.

Ms. Wooldridge answered yes.

There was some discussion regarding parking of the OHVs and whether or not they should be allowed to park on the street or just off-street. It was asked what Mesquite has in their code for parking OHVs.

Claire Morris, 3131 Midland Dr., Elko, said he has been to Mesquite on his side-by-side. They have no problem with parking it. When he is home, he parks the side-by-side in his garage.

Ms. Wooldridge said the Mesquite ordinance did not address parking.

Dave Stanton, City Attorney, noted the items Council wanted changed so far in the Ordinance: the issue of street parking and possibly placing a time limit on street parking; wanting to look into adding an insurance requirement; adding some clarifying language that passengers will have to have helmets, as well as the people actually driving the vehicle; look into clarifying language about traveling to and from designated routes; and, look at the definitions, there is an error and they will fix that.

Mayor Keener called for public comment.

Claire Morris, 3131 Midland Dr., Elko, said he doesn't understand why they can't operate after dark. They are just as quiet as a car. OHVs have headlights, taillights and signals. They can be seen in the dark and they can see where they are going. What is the reasoning behind that? The lights on his OHV are better on it than his truck.

Councilwoman Simons agreed that it does seem funny that they are required to have lights but can't operate at night.

Mr. Morris felt this is getting complicated. There are going to be problems.

John Glen, 1005 Barrington Ave., said he sat on the OHV committee. After all of the work they did, he recommends that they follow state law (NRS) for this because the laws are going to change and we will have to change our code.

Neil Harris, Walnut Street, said he wondered how he was supposed to get from his house to Elm but then he can drive on the streets for up to two miles. The helmet ordinance does come to question but NRS will change. He has an old original side-by-side and the ordinance is more restrictive than when he bought it in 1946. He is looking forward to this moving forward. He appreciates the time put into this.

Mayor Keener said he knows the DiGrazias have some concerns.

Lenora DiGrazia, 1000 Barrington Avenue, said they live at the end of Barrington Avenue next to City and BIA owned land. They bought this house but had no idea they would have dirt bikes and such zooming around. She finds it annoying that she has to listen to 4-wheelers if she goes outside. The dirt bikes are very loud. They are not supposed to be within 300 feet of her home

but there is a dirt road next to her house that they use all of the time. She doesn't want them in her neighborhood.

Councilwoman Simons thought other people felt the same way about this.

Mayor Keener said he is open to this and has been from the start. He suggested doing this on a trial basis to make sure it isn't aggravating residents and over taxing law enforcement.

Mr. Stanton wanted to do some research to see what the City can require independently. If the state regulates some areas, cities cannot go in and regulate the same thing.

After more discussion and debate, it was agreed that this ordinance needed to be tabled to be revised before more action can be taken.

**** A motion was made by Councilman Schmidlein, seconded by Councilman Stone, to table this agenda item and have Mr. Stanton do some research on the items that were outlined to him moving forward.**

The motion passed unanimously. (5-0)

IX. 5:30 P.M. PUBLIC HEARINGS

- A. Review, consideration, and possible action to adopt Resolution No. 14-19, a resolution of the Elko City Council adopting a change in zoning district boundaries from PQP (Public, Quasi-Public) to R1 (Single Family Residential) zoning district, approximately 8.02 acres of property located generally north of the intersection of Celtic Way and El Armuth Drive, filed by Bailey & Associates, and processed as Rezone No. 2-19, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission considered the subject zone change request on July 2, 2019 and took action to forward a recommendation to City Council to adopt a resolution which approves Rezone No. 2-19. CL

Cathy Laughlin, City Planner, explained the zone change request and recommended approval.

Christy Armbruster, 1409 Clover Hills Dr., said she isn't opposed to the rezone but she is concerned with putting 35 houses in the area. It seems to be very tight with only one entrance and exit. She felt it would increase the traffic significantly and increase the hazard to children. There are children walking and riding their bikes to the school.

Mayor Keener noted she was worried about an increase of the intensity of traffic.

Ms. Armbruster said she doesn't mind having more neighbors, she was just worried about the traffic.

Mayor Keener said at one point they were looking at putting in a school and that would have increased the traffic more.

Michele Rambo said she will be discussing traffic when they get to the tentative map.

Doug Shippy said he didn't get a letter regarding this meeting but his neighbor did. He had some questions. What is the stipulation as to how close they can build to his lot?

Ms. Laughlin said these questions are related to the subdivision and should be discussed in that agenda item.

Scott Wilkinson, Assistant City Manager, answered that under the R Zone, the rear setback for a principal building is 20 feet. Their home can be set within 20 feet of that rear property line. That was probably the setback when Clover Hills was developed.

Mr. Shippy stated his house is in the county. He asked if they will be using the access across Royal Crest.

Ms. Laughlin asked if he was talking about El Armuth because that was recently eliminated with the Master Plan amendment.

Mayor Keener said from his perspective as a former planning commissioner, this makes sense and will not create as much traffic as it would have if a school or park had been installed.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, to adopt Resolution No. 14-19 as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible action to adopt Resolution No. 15-19, a resolution and order vacating a portion of the 3rd Street Right-of-Way adjacent to APN 001-224-009, consisting of an area approximately 900 square feet, filed and processed as Vacation No. 3-19 filed by David and Julianne Ernst, and matters related thereto. **FOR POSSIBLE ACTION**

Council accepted a petition for the subject vacation at its regular meeting of June 11, 2019, and directed Staff to continue with the vacation process by referring the matter to the Planning Commission. The Planning Commission considered the vacation at its regular meeting July 2, 2019, and took action to forward a recommendation to Council to adopt a resolution, which conditionally approves Vacation No. 3-19 with findings in support of its recommendation. CL

Ms. Laughlin explained the vacation request and recommended conditional approval.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilwoman Simons, seconded by Councilman Schmidlein, to adopt Resolution No. 15-19, which contains conditions as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

- C. Review, consideration, and possible action to conditionally approve Tentative Map No. 7-19, filed by Bailey and Associates LLC, for the development of a subdivision entitled Cambridge Estates involving the proposed division of approximately 8.02 acres of property into 35 residential lots for residential development within the R1 (Single Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

The subject property is located on the northeast corner of the intersection of Celtic Way and El Armuth Drive (APN 001-660-041). The Planning Commission considered this item on July 2, 2019 and took action to forward a recommendation to conditionally approve Tentative Map 7-19. MR

Michele Rambo, Development Manager, explained the request using a presentation (Exhibit "C"). She handed out some email responses regarding this subdivision (Exhibits "D" and "E"). She recommended conditional approval.

Councilman Schmidtlein asked how much infrastructure is missing on Jennings. Would NDOT go that far from the highway to help build the sidewalk infrastructure?

Dennis Strickland, Public Works Director, answered they have been cautious approaching those types of grants because of what has happened in the past. There are some things that can warrant traffic signals at intersections, such as traffic counts, accidents and turn movements.

Scott Wilkinson, Assistant City Manager, said they met with NDOT when they were looking at some commercial development at that intersection. They commented that they are not seeing a lot of accidents at that intersection to warrant a traffic signal. We believe a traffic signal is warranted but NDOT does not agree.

Bob Thibault, Civil Engineer, indicated what areas were missing sidewalk infrastructure and noted that it is just shy of 500 feet altogether.

**** A motion was made by Councilman Schmidtlein, seconded by Councilman Stone, to conditionally approve Tentative Map No. 7-19 for the Cambridge Estates subdivision, subject to the findings and conditions as recommended by the Planning Commission, including the modifications of standards for lots 7-10, 13, 14, 29 and 35. The City Council determines that the property can be divided based on the findings required in Section 3-3-5-E2 of the Municipal Code, and he also acknowledged that they received two emails/correspondence in opposition to this development.**

The motion passed unanimously. (5-0)

VIII. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Ratification of the Police Chief issuing a 30-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Richard Estey, Paula Graziano, and Allyson Estey, DBA Bourbon Street Bar #178 (Nevada Restaurant Services, Inc.),

located at 2751 Mountain City Hwy, Elko, NV 89801, and matters related thereto.
FOR POSSIBLE ACTION

Mike Palhegyi, Police Lieutenant, explained the background check was completed and nothing was found that would prevent them from receiving a liquor license. He recommended approval.

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to ratify the Police Chief issuing a 30-day temporary retail liquor license and issue a Regular Retail Liquor License to Richard Estey, Paula Graziano and Allyson Estey, dba Bourbon Street Bar #178 (Nevada Restaurant Services, Inc.), located at 2751 Mountain City Hwy, Elko, Nevada.**

The motion passed unanimously. (5-0)

IV. APPROPRIATIONS (Cont.)

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

**** A motion was made by Councilwoman Simons, seconded by Councilman Schmidtlein, to approve the 2019 Fiscal Year general warrants.**

The motion passed unanimously. (5-0)

**** A motion was made by Councilwoman Simons, seconded by Councilman Schmidtlein, to approve the Fiscal Year 2019/2020 general warrants.**

The motion passed unanimously. (5-0)

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

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

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

C. Review and possible approval of Great Basin Engineering Contractors Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the Great Basin Engineering Contractors warrants.**

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

X. REPORTS

A. Mayor and City Council

Mayor Keener had dinner with the owner of Elko Junction Center, Gary Pinkston, and said Mr. Pinkston asked that he pass on his appreciation to City

Staff of how easy they are to work with. Jeff Ford took him on a tour of the Komatsu facility on Friday.

Councilman Hance said he would like the property on 3rd Street getting re-addressed. Cathy Laughlin said that had already been taken care of.

Councilman Schmidlein wants staff to pursue a Safe Routes to Schools Grant on Jennings.

Councilman Stone said this morning he met with the Convention Center and some blocks on one of the walls is moving. The whole back of the stage wall is getting water into it.

B. City Manager – Nevada League of Cities Conference

Curtis Calder informed Council the Nevada League of Cities Conference will be held September 24-26 in Henderson this year. Anyone interested in attending, his office can coordinate travel arrangements.

C. Assistant City Manager

D. Utilities Director

E. Public Works

F. Airport Manager

G. City Attorney

H. Fire Chief

Mayor Keener asked if there has been any contact with UP regarding the fire. Matt Griego said he has been in contact with the property manager to let him know about the fire. He will see what they have in mind for clean-up.

Councilman Schmidlein said he sees the next-door building going up next, or the roof collapsing. If you are trying to get them to clean-up the burned building, then try to get them to clean-up the next-door building.

Matt Griego said they have noticed some other buildings getting broken into and transients breaking into them.

I. Police Chief

Mayor Keener asked how the Police negotiations are going. Lt. Palhegyi reported the negotiations are going well. Curtis Calder agreed that they are getting close. Lt. Palhegyi added their new hire showed up at the POST academy yesterday.

J. City Clerk

K. City Planner

Cathy Laughlin reported there is a RAC meeting is scheduled for Thursday but it needs to be rescheduled. There is a Redevelopment Agency meeting scheduled before the next Council Meeting on August 13.

L. Development Manager

M. Parks and Recreation Director

Mayor Keener said he has had some complaints regarding the golf course irrigation. James Wiley said he sent a response to the Mayor's email and will follow up with Pete at the golf course.

N. Civil Engineer

Bob Thibault reported on work at the Sports Complex. There is no resolution on the concrete yet. Scott Wilkinson said the concrete infrastructure around the parking lot is being resolved.

O. Building Official

COMMENTS BY THE GENERAL PUBLIC

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

There were no public comments.

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

Mayor Reece Keener

Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to reappoint Parks and Recreation Advisory Board members Lynette Davis, Danny Story, Amber Fox, and Andrew Storla to an additional four-year term to expire June 30, 2023 and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 13, 2019**
3. Agenda Category: **CONSENT**
4. Time Required: **5 Minutes**
5. Background Information: **The four current member's terms expired on June 30, 2019. Pursuant to Parks and Recreation Advisory Board By-Laws, members shall be eligible for reappointment, and the terms shall be four years or until his/her successor takes office. All four members have indicated an interest to continue serving on the Parks and Recreation Advisory Board. JW**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: Recreation Fund: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Reappoint Lynette Davis, Danny Story, Amber Fox, and Andrew Storla to an additional four year term on the Parks and Recreation Advisory Board set to expire on June 30, 2023.**
10. Prepared By: **James Wiley, Parks and Recreation Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Lynette Davis
 Danny Story
 Amber Fox
 Andrew Storla**

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, discussion, and possible approval for the Fire Department to renew an Interlocal Agreement with Elko County Fire Protection District, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 13, 2019**
3. Agenda Category: **CONSENT AGENDA**
4. Time Required: **5 Minutes**
5. Background Information: **The previous Interlocal Agreement between the City of Elko Fire Department and the Elko County Fire Protection District expired on December 31, 2018. This successor agreement has been updated and would be effective for a 3 year term. The Fire Chief, City Attorney and City Manager have reviewed the agreement and are requesting City Council approval. MG**
6. Budget Information:

Appropriation Required: **\$0**
Budget amount available: **\$ 0**
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Recommend approval of the Interlocal Agreement between the City of Elko Fire Department and the Elko County Fire Protection District for a term of 3 years.**
10. Prepared By: **Matthew Griego, Fire Chief**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:

**INTERLOCAL AGREEMENT FOR FIRE PROTECTION SUPPORT
SERVICES BETWEEN THE CITY OF ELKO AND THE COUNTY OF ELKO**

THIS AGREEMENT is made and entered into as of the ____ day of _____ 201____ by and between the CITY OF ELKO, NEVADA, a municipal corporation (hereinafter the “City”) and the COUNTY OF ELKO, NEVADA, a political subdivision of the State of Nevada (hereinafter the “County”).

R E C I T A L S

1. NRS 277.180(1) provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and
2. NRS 277.100 includes within the definition of “Public Agency” political subdivisions of the State, including incorporated cities and counties; and
3. NRS 277.180(2) provides that the authorized purposes for contracts made pursuant to NRS 277.180 include services which may and can be reasonably used for the promotion and protection of the health and welfare of the inhabitants of this State, and further provides that public agencies may contract for the joint or cooperative use of fire fighting and fire protection equipment for the protection of property and the prevention and suppression of fire; and
4. The Nevada Division of Forestry (NDF) has historically managed fires on private property not covered by city fire departments; and
5. The Nevada Legislature voted in 2011 to relinquish fire responsibilities to the counties by June 30, 2015; and
6. The County assumed the responsibility from NDF for fire management in Elko County on January 1, 2015, and since that date the County has supplied fire protection and other emergency services throughout most of Elko County; and
7. The City and County desire to enter into an inter-local agreement for the performance of the herein described fire protection services and functions upon lands located within and without the exterior boundaries of the City limits; and

8. The City and County are agreeable to rendering such functions and services on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

ARTICLE I **DEFINITIONS**

The following definitions shall be used in this Agreement:

1. **ARFF Incident:** "ARFF Incident" means an Aircraft Rescue and Fire Fighting Emergency involving an aircraft emergency landing or aircraft accident.
2. **Alarm:** "Alarm" means the report of a Central Station or local alarm activation for fire, smoke, or carbon monoxide.
3. **All-Hazards:** "All-Hazards" means natural, technological, or human-caused incidents that warrant action to protect life, property, environment, and public health or safety, and to minimize disruptions of school activities.
4. **Apparatus:** "Apparatus" means vehicles used to respond to fires and other emergencies which can carry personnel without the use of Support Equipment.
5. **Assistance by Hire:** "Assistance by Hire" means the dispatch of personnel and equipment, by formal request, to an emergency outside the Automatic Aid Area or outside the scope of work outlined in the automatic aid area, subject to fees set forth in **Appendix C**.
6. **Automatic Aid:** "Automatic Aid" means the immediate dispatch of personnel and equipment to an emergency based on a planned method of response without the need for a specific request from another agency.
7. **Automatic Aid Area:** "Automatic Aid Area" means the geographic area shown on the map at **Appendix A**.
8. **Central Station Alarm:** "Central Station Alarm" means an alarm system that functions through a constantly attended location (central station) operated by an alarm company.

9. **City:** "City" means the City of Elko, Nevada, a municipal corporation, and all of the territory lying within the municipal boundaries of the City as presently existing or as such boundaries may be modified during the Term. References to the "City" are intended to include the "Fire Department."
10. **County:** "County" means the County of Elko, Nevada, a political subdivision of the State of Nevada, and all of the territory lying within the boundaries of the County as presently existing or as such boundaries may be modified during the Term. References to the "County" are intended to include the "Elko County Fire Protection District."
11. **Emergency:** "Emergency" means an event requiring fire suppression, Medical Assist, special rescue services, or other assistance within the scope of services generally supplied to the public by the Fire Department.
12. **Environmental Laws:** "Environmental Laws" means all federal and state statutes, tribal laws, and county and city ordinances concerning public health, safety and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Federal Clean Water Act, 33 U.S.C. Section 1351 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; as currently in force or as hereafter amended and all rules and regulations promulgated thereunder.
13. **Hazardous Material:** "Hazardous material" means any substance or combination of substances, including any hazardous material, hazardous waste, hazardous substance or marine pollutant:
 - A. Of a type and amount for which a vehicle transporting the substance must be placarded pursuant to 49 C.F.R. Part 172;
 - B. Of a type and amount for which a uniform hazardous waste manifest is required pursuant to 40 C.F.R. Part 262; or
 - C. Which is transported in bulk packaging, as defined in 49 C.F.R. § 171.8.

14. **Hazardous Waste:** "Hazardous Waste" means a waste, or combination of wastes, which because of its quantity, concentration or physical, chemical or infectious characteristics, may do either of the following: (1) cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of or otherwise managed. "Hazardous Waste" includes all substances defined as hazardous waste, extremely hazardous waste or acutely hazardous waste identified and listed as hazardous waste by the U.S. Environmental Protection Agency pursuant to the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.).
15. **Local Alarm:** "Local Alarm" means an alarm system that alerts and notifies only occupants on the premises to a hazardous condition (smoke, fire, carbon monoxide) so they can safely exit the building.
16. **Medical Assist:** "Medical Assist" means emergency medical services provided by the City outside of the Elko City limits. For purposes of this Agreement, these services shall consist of and be limited to first responses to medical emergencies and responses to motor vehicle accidents.
17. **Mutual Aid:** "Mutual Aid" means the dispatch of personnel and equipment to an emergency based on a specific request from another agency.
18. **Officer:** "Officer" includes any elected or appointed, member of the City of Elko Government or the County of Elko Government.
19. **Person:** "Person" means an individual, Limited Liability Company, association, partnership, political subdivision, government agency, municipality, industry, public or Private Corporation, or any other entity whatsoever.
20. **Special Rescue Services:** "Special Rescue Services" means services in response to calls pertaining to high angle rescue, confined space rescue, trench rescue, and structural collapse, entrapments in machinery and water rescue.
21. **Support Equipment:** "Support Equipment" means pickups and SUVs which are used to respond to Emergencies.
22. **Term:** "Term" means the period of time between the Effective Date and termination of this Agreement.

23. **Vehicle Extrication:** "Vehicle Extrication" means the process of removing a vehicle from around a person who has been involved in a motor vehicle accident, when conventional means of exit are impossible or inadvisable.
24. **Wildland Fire:** "Wildland Fire" means an unplanned, unwanted non-structural fire that occurs in vegetation or natural fuels, including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects or any other wildland fires where the objective is to put the fire out.

ARTICLE II

TERM

This Agreement shall become effective and the Term of this Agreement shall commence on _____, 2019 (hereinafter the "Effective Date") and shall end on _____, 20____, unless earlier terminated as provided herein.

ARTICLE III

SCOPE OF WORK

Section 3.01 Scope of Work

1. The City and County, respectively, shall provide all labor, supervision, equipment, materials, supplies and all other items necessary to perform the services required under this Agreement, including all finances and monies required for performance of their obligations of this Agreement and for financing, working capital and all other operating costs of every kind and description, except as otherwise provided herein.
2. Either the City or the County may terminate this Agreement at any time, subject only to the requirement that the terminating party must provide sixty (60) days written advance notice to the other party.
3. The City and County, respectively, retain the sole discretion to determine the nature and level of the services they provide under this Agreement, to include the training of personnel, the types of equipment used, the allocation of resources (to include recalling resources for other Emergencies) and the methods by which the services are provided.

4. In the event the City and County respond to a release of Hazardous Materials, the parties shall thereafter cooperate and diligently exercise best efforts to recover their respective costs from the responsible person(s). Upon collection, the parties shall thereafter distribute the recovered costs to the City and County on a pro-rata basis, calculated as the percentage of costs incurred by the party multiplied by the amount of the cost actually recovered.

Section 3.02 Description of Services Provided by City of Elko Fire Department

The City will provide the following services pursuant to the terms of this Agreement:

1. **Automatic Aid and All-Hazards Emergencies**
 - A. Except as otherwise provided herein, at its own expense, the City will provide Automatic Aid within the Automatic Aid Area to the extent such calls relate to Emergencies outlined in **Appendix A**.
 - B. Notwithstanding any other provision herein contained and in addition to any other fees which might be required under this Agreement, in the event the City, in its best judgment, is required to remain at an All-Hazards Emergency in the Automatic Aid Area for a period in excess of eight (8) hours, the County shall reimburse the City for wages, benefits and other expenses incurred for the entire time of the incident, commencing at the time of dispatch.
2. **Wildland Fires**
 - A. The County shall reimburse the City for all costs, including wages and employee benefits, reasonably incurred by the City in responding to Wildland Fires within the Automatic Aid Area if the response is more than twenty-four (24) hours in duration, measured from the time of dispatching. All such costs shall be reimbursed in accordance with **Appendix C**.
3. **Assistance by Hire:**
 - A. Subject to fees determined and charged in the manner set forth in **Appendix C** for the entire time of the incident, the City will, in its sole discretion, provide assistance by hire:
 - 1) Outside the Automatic Aid Area.

- a. The County shall reimburse the City for all costs, including wages and employee benefits, reasonably incurred in responding to Wildland Fires outside the Automatic Aid Area if the response is more than twenty-four (24) hours in duration, measured from the time of dispatching. All such costs shall be reimbursed in accordance with **Appendix C**.
- 2) Inside the Automatic Aid Area but outside the scope of work performed in the Automatic Aid Area as outlined in **Appendix A**.
4. The City shall determine the appropriate actions to be taken in response to all Emergencies.
5. No services by the City other than those enumerated in this Section 3.02 (or the definitions relating thereto) are contemplated under this Agreement.

Section 3.03 Description of Services Provided by Elko County Fire Protection District

The County will provide the following services within the City of Elko pursuant to the terms of this Agreement:

1. **Mutual Aid: All-Hazards Emergencies and Wildland Fires**
 - A. Except as otherwise provided herein, at its own expense, the County will provide Mutual Aid within the Elko City Limits to the extent such calls relate to Emergencies outlined in **Appendix A**.
 - B. Notwithstanding any other provision herein contained and in addition to any other fees which might be required under this Agreement, in the event the County, in its best judgment, is required to remain at an Emergency in the City of Elko for a period in excess of eight (8) hours, the City shall reimburse the County for wages, benefits and other expenses incurred for the entire time of the incident, commencing at the time of dispatch.
2. The County shall determine the appropriate actions to be taken in response to all Emergencies.

3. No services by the County other than those enumerated in this Section 3.03 (or the definitions relating thereto) are contemplated under this Agreement.
4. The County will incorporate the City under the Wildfire Protection Plan (WFPP) Agreement the County has with the Nevada Division of Forestry (NDF) through an annual operating plan. All costs for wildland firefighting by either agency will be billed to NDF per the terms of the WFPP by the County as long as the County participates in the WFPP.

Section 3.04 Obligations of the City and County for Assistance by Hire Services

The City and County agree to the following in consideration for the provision of Assistance by Hire under this Agreement:

1. The City and County shall pay a Service Fee to the other party at the conclusion of each three (3) month period during which this Agreement is in effect; *provided*, that in the event this Agreement terminates prior to the conclusion of any such three (3) month period, the City and County shall pay to the other party the remaining Service Fee for the preceding period.
2. The Service Fee shall be in amount determined by the City and County in accordance with the Service Fee Schedule, which may be revised from time-to-time by resolution of the City Council or County Commission. A resolution by the City Council or County Commission amending the Service Fee Schedule shall thereafter not be subject to dispute by the City or County. The Service Fee Schedule as of the Effective Date is attached hereto at **Appendix C**.
3. Upon the conclusion of each three (3) month period during which this Agreement is in effect, or upon termination of this Agreement, as appropriate, each party shall provide the other with an itemized statement indicating the Service Fee due, together with a listing of all services provided during the applicable preceding time frame. The Service Fee shall be paid within thirty (30) days of the date of mailing of the invoice.
4. The Service Fee Schedule shall contain a minimum charge of one-half (½) hour for Apparatus and one-half (½) hour for personnel utilized in response to any Emergency, after which charges for personnel and Apparatus shall be charged in one-half (½) hour increments.

5. In the event either party is required to backfill positions (e.g., manning the Fire Station with off-duty personnel) with other employees due to the absence of personnel who are providing Assistance by Hire, they shall pay as part of the Service Fee an amount equal to the wages (including overtime) and other costs incurred by backfilling those positions. If station backfill is required by either agency, either backfilled positions or personnel assigned to the incident can be billed; not both.
6. In the event that either party fails to pay the Service Fee in the manner provided herein, they shall be required to pay a late fee in an amount equal to ten percent (10%) of the total unpaid balance.
7. In no event shall either party have any obligation to continue to perform Automatic Aid, Mutual Aid or Assistance by Hire under this Agreement unless the other has timely delivered payment for the Service Fee for the preceding period in the manner provided herein.
8. The City and County shall cooperate with respect to each other's performance of the herein described services, including, but not limited to, complying with reasonable directions from each other's personnel, accommodating personnel and equipment and cooperating in good faith in the performance of its obligations under this Agreement.

Section 3.05. Covenant of Good Faith and Fair Dealing.

The parties covenant that they will exercise good faith and fair dealing in relation to their performance under this Agreement. Nothing herein, however, shall be interpreted as forming the basis for a "special relationship" between the parties with respect to this Agreement.

ARTICLE IV **EQUIPMENT, COMMAND SYSTEM AND PERSONNEL**

Section 4.01 Fire Support Vehicles and Other Equipment

The City and County shall furnish vehicles and other equipment reasonably necessary to provide the services required by this Agreement.

Section 4.02 Employees

The City and County shall furnish support personnel as may be reasonably necessary to provide the services required by this Agreement.

Section 4.03 Training Exercises

The City and County agree to hold at least two (2) joint training sessions every year at each of the parties' own expense. The training sessions shall include, without limitation, the discussion of operational procedures and potential amendments to operational procedures.

Section 4.04 Incident Command System

The City and County shall utilize the National Incident Management System for purposes of incident command.

ARTICLE V SUPERVISION AND REPRESENTATIVES

Section 5.01 Supervisory Authority

The City and County shall each have the exclusive right to supervise their own personnel, employees, officers, agents and designee engaged in the performance of employment or official duties in relation to this Agreement.

Section 5.02 Representatives

The City and the County shall each select one individual who will act as that party's representative in relation to this Agreement. All parties recognize that final approval of any agreement is subject to a vote of the governing body for each of the respective parties. Changes in representatives, or limitations or expansions of the authority of a representative, may be made from time-to-time by either party. Notice of any such changes shall be directed to the other party in writing by certified mail. In the event such notice is not provided, the party that has not been provided such notice may properly assume that no change has taken place with respect to the other party's representative.

ARTICLE VI
RELEASE AND HOLD HARMLESS

The City and the County hereby expressly release and hold the other harmless with respect to all claims against the other for compensation for any loss, damage, personal injury, or death occurring as a result of performing under this Agreement; provided, this release and hold harmless shall not apply to intentional torts or acts of recklessness against persons or property, nor shall it apply to a non-tortious breach of this Agreement. Notwithstanding the foregoing, the County shall pay to the City the cost to repair all damage to City-owned vehicles or other equipment resulting from the condition of any County-maintained road.

In addition to the foregoing, the County shall hold harmless, release, indemnify and defend the City from and against any claims, actions or liabilities resulting from a delay in responding to an incident in a location that is accessed by a road owned or maintained by the County.

When providing assistance by hire, mutual aid or automatic aid services pursuant to this Agreement, all parties have the responsibility to provide Worker's Compensation, general liability, and automotive insurance, unless that party is self-insured.

The parties to this Agreement agree to operate in a safe and efficient manner and within the statutory limits applicable to each party. The City and the County shall be responsible for their own fire equipment and the operational use thereof.

ARTICLE VII
ASSIGNMENT

A party to this Agreement may not assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other person without the prior written consent of the other parties. Any such assignment made without the other parties' consents shall be void and the attempted assignment shall constitute a material breach of this Agreement.

ARTICLE VIII
BREACH, DEFAULT AND TERMINATION

Breach of any of the terms of this Agreement shall constitute a default under this Agreement. If the party in breach does not cure the default within thirty (30) days after written notice thereof has been issued any other party(ies) not in breach, the party(ies) not in breach may terminate the Agreement.

ARTICLE IX

COMPLIANCE WITH LAWS

The parties shall comply with all laws of the State of Nevada and ordinances of the County of Elko and City of Elko in the performance of their respective obligations under this Agreement.

ARTICLE X

GENERAL PROVISIONS

Section 11.01 Force Majeure

Any party to the Agreement is excused from default of performance because of conditions not the fault of and beyond its control, such as war, strikes, riots, civil insurrections and Acts of God.

Section 11.02 Rights, Remedies and Benefits Cumulative

It is agreed that each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other said rights, remedies and benefits, nor of any other rights, remedies and benefits-allowed by law.

Section 11.03 Waivers

One or more waivers of any covenant, agreement or condition of default regarding provisions of this Agreement by any party shall not be construed as a waiver of a further breach of the same covenant, agreement, condition or the right of such party thereafter to enforce each and every provision.

Section 11.04 Immunities

The City and County agree to recognize, as against the other, all immunities provided to the State of Nevada and political subdivisions of the State of Nevada as described in Chapter 41 of the Nevada Revised Statutes, with respect to claims arising under this Agreement. The parties do not waive any sovereign immunity except as necessary for enforcement of the specific terms of this Agreement. Nothing contained herein shall be construed as giving rise to any third-party cause of action against the City or County. __

Section 11.05 Notices

Under this Agreement, whenever provision is made for notice of any kind, it shall be deemed sufficient notice, and service thereof if the said notice is in writing and is deposited in the mail in a properly stamped envelope to be delivered by certified mail, addressed as follows:

If to the City:

Attention: City Manager
City of Elko
1751 College Avenue
Elko, Nevada- 89801

If to the County:

Attention: _____

Elko, Nevada- 89801

Changes in the respective addresses to which such notices shall be directed may be made from time to time by any party. Notice of any such change in address shall be directed to the other parties in writing by certified mail.

Section 11.06 Applicable Law, Jurisdiction and Venue

This Agreement, claims arising in relation to this Agreement and the rights of the parties hereunder shall be interpreted under the laws of the State of Nevada. The Fourth Judicial District Court in and for the County of Elko, State of Nevada, shall have jurisdiction and venue over any disputes arising under this Agreement.

Section 11.07 Paragraph Headings

The paragraph headings of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

Section 11.08 Entire Agreement

This document contains the entire Agreement of the parties hereto with respect to matters covered hereby, and no other agreement, statement or promise made by any party hereto, or agent of such party, which is not contained herein, shall be binding or valid. No purported modification, amendment or other change in this Agreement shall be valid unless set forth in writing, and signed by authorized officials of the City and County.

Section 11.09 Invalid Provisions

The parties agree that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity hereof shall in no way affect any other provision in this Agreement if the provision does not materially prejudice the City or the County in their respective rights or obligations hereunder and to that extent the provisions of this Agreement are severable.

Section 11.10 Waiver of Performance

The failure of any party to insist in any instance upon a strict performance by the other party of any of the provisions, terms, covenants, reservations, conditions or stipulations contained in the Agreement, shall not be considered a waiver thereof, and the same shall continue and remain in full force and effect. No waiver by any of the parties of any provision, term, covenant, reservation, condition or stipulation contained in this Agreement shall be deemed to have been made in any instance unless expressed in the form of a resolution by the applicable governing body.

ARTICLE XII **MISCELLANEOUS PROVISIONS**

Section 12.01 Duties of After Expiration or Termination of Agreement

Upon expiration, or earlier termination, the parties shall have no continuing obligations other than those expressly provided for in this Agreement.

Section 12.02 Attorney Fees and Costs to Prevailing Party

In the event of litigation between any of the parties hereto arising from a breach or default of this Agreement, the prevailing party shall be entitled to recover attorney fees and costs incurred in connection with the litigation.

This Agreement, consisting of _____ pages, not including **Appendices A, B and C** attached hereto, shall be executed in triplicate, of which each executed copy shall have the full force and effect of an original.

IN WITNESS WHEREOF, this instrument has been executed on the date and year first above written heretofore duly and legally adopted by each of the parties.

CITY OF ELKO

ATTEST:

By: _____
Reece Keener, Mayor

By: _____
Kelly Wooldridge, City Clerk

COUNTY OF ELKO

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

Appendix A

Automatic Aid Scope of Work

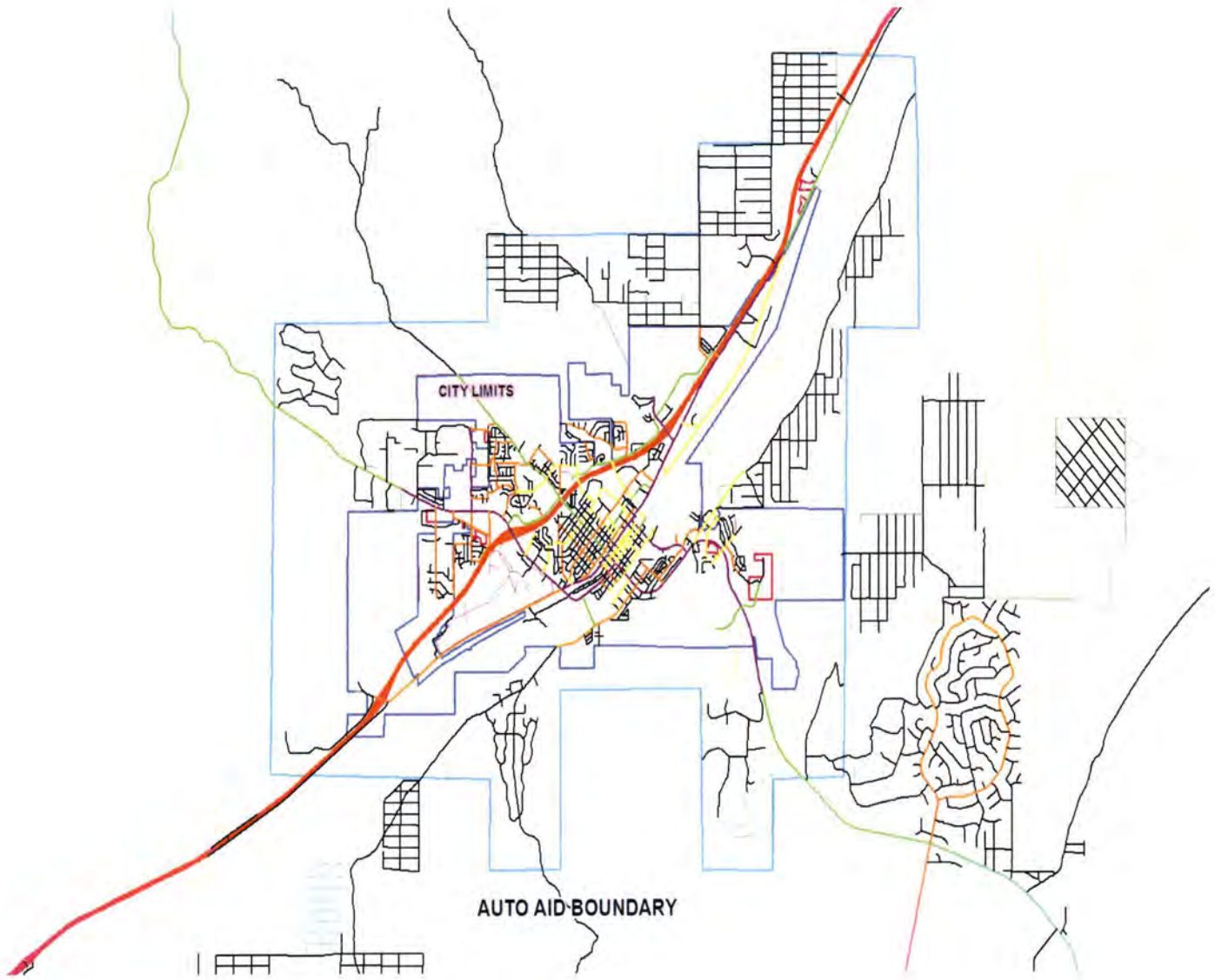
- A. The City of Elko Fire Department will automatically respond and provide the following services within the Automatic Aid Area pursuant to the terms of this Agreement:
1. Building Fire
 2. Explosion
 3. Wildland Fire
 4. Vehicle Fire
 5. Vehicle Extrication
 6. ARFF Incident
 7. Mass Casualty Incident (5 or more patients)
 8. Hazardous Materials Response
- B. The County will provide the following services within the City Limits on request pursuant to the terms of this Agreement:
1. Building Fire
 2. Explosion
 3. Wildland Fire
 4. Vehicle Fire
 5. Vehicle Extrication
 6. Mass Casualty Incident (5 or more Patients)
 7. ARFF Incident
 8. Hazardous Materials Response
 9. Station/Standby Coverage

Assistance by Hire Scope of Work

- A. The City of Elko Fire Department will provide the following services both inside and outside the Automatic Aid Area upon request pursuant to the terms of this Agreement:
1. Building Fire
 2. Explosion
 3. Wildland Fire
 4. Vehicle Fire
 5. Vehicle Extrication
 6. ARFF Incident
 7. Alarms
 8. Medical Assist
 9. Special Rescue Services
 10. Hazardous Materials Response

Appendix B

Automatic Aid Area Map



Appendix C

Rate Schedules

A. City of Elko rate schedules

1. Equipment and Vehicle Costs: Unloaded

- a. Aerial Apparatus
 - Tower Ladder 105' \$ 350.00/hr
 - Ladder Truck 75' \$ 250.00/hr
- b. Pumping Apparatus
 - Engine Type 1 \$175.00/hr
 - Engine Type 3 \$ 150.00/hr
 - Engine Type 6 \$ 125.00/hr
- c. Special Rescue/Hazmat Equipment
 - Haz-Mat Unit \$ 125.00/hr
 - Confined Space Rescue Unit \$ 125.00/hr
 - Trench Rescue Unit \$ 125.00/hr
- d. Support Equipment
 - Pickup \$ 80.00/day
 - SUV \$ 80.00/day

2. Personnel Hourly Rates (irrespective of position filled)

- a. Career Staff Hourly Rates will be calculated based on current City of Elko loaded (with benefits) pay scales. Overtime, holiday and call back rates may also apply.
- b. Volunteer hourly rates will be calculated based on equivalent qualifications listed in the current Department of Interior Administratively Determined (AD) pay plan for emergency workers.

Appendix C-continued

B. Elko County rate Schedules

1. Equipment and Vehicle Costs: Unloaded

a. Pumping Apparatus

Engine Type 1	\$ 200.00/hr
Engine Type 3	\$ 175.00/hr
Engine Type 6	\$ 150.00/hr

b. Support Equipment

Pickup	\$ 100.00/day
SUV	\$ 100.00/day
Air truck	\$ 125.00/hr
Service Truck	\$ 100.00/hr

2. Personnel Hourly Rates: (irrespective of position filled)

a. Career Staff Hourly Rates will be calculated based on current Elko County loaded (with benefits) pay scales. Overtime, holiday and call back rates may also apply.

b. Volunteer hourly rates will be calculated based on qualifications listed in the current Department of Interior Administratively Determined (AD) pay plan for emergency workers.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the Part-Time Code Enforcement official position description, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 13, 2019**
3. Agenda Category: **PERSONNEL**
4. Time Required: **5 Minutes**
5. Background Information: **The position of Part Time Code Enforcement Official was approved in the FY 2019/2020 Budget, as a new position within the Community Development Department. The position will perform a variety of public contact duties, with emphasis on public nuisances and ensuring compliance with applicable City codes and ordinances. Staff is proposing this position be placed at an Hourly Rate of \$19-\$25. SS**
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 position description as presented**
10. Prepared By: **Susie Shurtz, Human Resources Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

City of Elko, Nevada – Employment Position Description

Department: Community Development
Title: Code Enforcement Official
FLSA Status: FLSA Non-Exempt Position

DEFINITION

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

DISTINGUISHING CHARACTERISTICS

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

SUPERVISION EXERCISED

Exercises no supervision.

ESSENTIAL FUNCTIONS

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

- Inspects a range of properties, developed or undeveloped, to ensure compliance with current applicable City Code provisions and City Council resolutions; conducts follow-up inspections as necessary; issues citations and notices of violation as necessary.
- Investigates complaints regarding City Code violations, responds to alleged violations; interviews complainants and witnesses; takes photographs of violations and documents activities; communicates in verbal and written form, all applicable code information, notification and appeal processes to affected parties.
- Conducts research to determine the approved conditional uses of property; researches ownership, compliance requirements, fees, legal

processes, and other state, federal, and local requirements necessary to enforce City Codes and Ordinances.

- To the extent permitted by law, inspects public and private property for City Code infractions; issues citations or infractions to offenders; appears in court; provides testimony at depositions, hearings and trials; provides witness information; prepares administrative search warrants as required by City Attorney and/or Police Department, prepares affidavits as required by City Attorney; issues administrative notices for vehicle removal; oversees towing and removal of vehicles.
- Serves as a resource to other organization departments regarding city code enforcement.
- Maintains detailed, accurate, and complete records, case files, and reports of inspections and surveillance activities.
- Operates computer to process and acquire data relative to inspection sites and effective code enforcement, including land use, zoning, court data, licensing, corporation status, county assessor, and other databases and organization websites.
- Functions in the field to enforce all City Codes and ordinances in accordance with NRS and the City Code, except those provisions specifically delegated by City Code and enforced by other departments. Examples include City Code enforcement by the Police Department, Fire Department and Building Department.

OTHER JOB RELATED DUTIES

Perform related duties and responsibilities as assigned.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

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

Knowledge of:

- Principles and techniques of inspection;
- Computer applications and operate computer equipment relative to area of assignment;
- Applicable city, state, and federal codes, ordinances and regulations related to building, zoning, nuisance requirements and International Code Council (ICC) Housing and Property Maintenance Codes;

- Operational characteristics, services, and activities of a code enforcement program;
- Methods and techniques of conflict resolution;
- Computer use.

Skill and Ability to:

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

MINIMUM QUALIFICATIONS

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

Experience and Training:

Equivalent to two years of college-level course work in construction technology, pre-engineering, business administration, criminal justice, planning or a related field and one-year experience inspecting developed and/or undeveloped properties for conformance to city codes.

OR Graduation from high school or its equivalent, supplemented with some college level coursework in building, planning, criminal justice, or related field and one year of work experience which required the frequent interpretation, explanation, or enforcement of varied codes and regulations, including one year of experience with frequent heavy public contact in stressful or confrontational situations.

Required Licenses:

Possession of a valid driver's license.

Preferred, but not required, Certifications and Licenses:

(1) Possession of a Zoning Enforcement Officer certification, issued by the American Association of Code Enforcement (AACE), or Zoning Inspector certification, issued by the International Code Council (ICC), on the date of application, and maintenance thereafter. (2) Possession of a Housing and Property Maintenance certification, issued by the American Association of Code Enforcement (AACE), or Property Maintenance and Housing Inspector certification, issued by the International Code Council (ICC), on the date of application, and maintenance thereafter.

Physical Requirements and Working Conditions:

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

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

Work is performed under the following conditions.

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

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

Effective Date: August 2019

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the Part-Time Human Resources Technician position description, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 13, 2019**
3. Agenda Category: **PERSONNEL**
4. Time Required: **5 Minutes**
5. Background Information: **The position of Part-Time Human Resources Technician was approved in the FY2019/2020 Budget, as a new position within the Human Resources Department. The position will provide support to various Human Resources activities and functions, including file maintenance, recruiting, benefits administration, safety, and HR administrative support. Staff is proposing this position be placed at an Hourly Rate of \$19-\$25. SS**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Copy of proposed position description**
9. Recommended Motion: **Approve the position description as presented**
10. Prepared By: **Susie Shurtz, Human Resources Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

City of Elko, Nevada – Employment Position Description

Department: Human Resources
Title: Human Resources Technician
FLSA Status: FLSA Non-Exempt Position

DEFINITION

Under direct supervision of the Human Resources Manager, provides responsible technical, standard professional, and specialized office support to a variety of human resources activities and functions. This position is part-time.

DISTINGUISHING CHARACTERISTICS

The ability to perform a full range of duties as assigned, This position is designated as paraprofessional, and requires a moderate level of independent and analytical judgement and decision making, and high level of interpersonal skills.

SUPERVISION EXERCISED

Exercises no supervision.

ESSENTIAL FUNCTIONS

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

- Contributes to the efficiency and effectiveness of the organization's service to its customers by offering suggestions and participating as an active member of a work team.
- Performs a wide range of duties relative to the review, maintenance, and processing of employee personnel records, documents and reports.
- Maintains personnel files in compliance with applicable legal requirements.
- Confers with human resources and payroll staff; provides information regarding the proper method of completing forms and processing information; reconciles and corrects errors as required.
- Assists with recruitment and interview process. Prepares recruitment and selection materials. Screens applications for requirements, arranges for the notification of candidates and proctors, and administers various portions of required examinations. Tracks status of candidates and responds with follow up letters.
- Assists in conducting background and reference checks, verification of employment, and exit interviews.

- Completes Forms I-9, verifies I-9 documentation and maintains I-9 files, ensuring compliance with USCIS Form I-9 Employment Eligibility Verification.
- Assists with the acquisition of collective bargaining data; participates in salary and benefits surveys; takes minutes during labor negotiation sessions.
- Collects and summarizes information, prepares written reports and recommendations, and provides technical support in areas of employee records, classification, compensation, benefits administration, and performance evaluation.
- Assist with administration of Safety Program, and Workers Compensation.
- Performs responsible, specialized office support work.
- Maintains high standards of confidentiality of all employee records and information.

OTHER JOB RELATED DUTIES

Perform related duties and responsibilities as assigned.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

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

Knowledge of:

- Principles and procedures of public human resources administration;
- Basic function and structure of a public agency;
- Computer applications related to the work;
- Basic supervisory principles;
- Extensive knowledge of computer software (Microsoft Office Suite);
- Standard office practices and procedures, including filing and the operation of standard office equipment;
- Business letter writing and the standard format for typed materials;
- Payroll and personnel record keeping principles and practices; and
- Correct English usage including grammar, punctuation, and vocabulary.

Skill to:

- Effectively interact with employees, management, board members, and the public, in person, and over the telephone;
- Maintain accurate records and files;
- Prepare clear and concise reports, correspondence, and other written materials;
- Write in English sufficient to compose routine business correspondence and reports; and

- Analyze personnel problems and recommend solutions.

Ability to:

- Work independently at times;
- Work on multiple tasks and projects;
- Perform standard human resources support work;
- Deal with the public, in person, and over the telephone;
- Interpret, apply, and explain applicable codes and regulations;
- Perform responsible office support work;
- Use initiative and independent judgment within established procedural guidelines;
- Organize own work, set priorities, and meet critical deadlines;
- Contribute effectively to the accomplishment of team or work unit goals, objectives, and activities; and
- Establish and maintain effective working relationships with those contacted in the course of the work.

MINIMUM QUALIFICATIONS

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

Experience and Training:

Two (2) years of college level coursework in Business Administration, or Human Resources Administration, and three (3) years of responsible office administrative or technical support experience in a personnel setting. Additional college level education may be substituted for the experience on a year-for-year basis.

Required Licenses:

Possession of a valid driver's license.

Physical Requirements and Working Conditions:

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

Strength, dexterity, coordination, and vision to use keyboard and video display terminal for prolonged periods. Strength and stamina to bend, stoop, sit, and stand for long periods of time. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of files, stacks of paper or reports,

references, and other materials. Some reaching for items above and below desk level. Some reaching, bending, squatting, and stooping to access files and records is necessary. The manual dexterity and cognitive ability to operate a personal computer using word processing and databases. The ability to interact professionally, communicate effectively, and exchange information accurately with all internal and external customers. Ability to appropriately handle stress and interact with others, including supervisors, coworkers, employees, and the public. Maintain regular and consistent punctuality and attendance. Light lifting (up to 25 pounds) is occasionally required.

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.

Work is performed under the following conditions.

Position functions indoors in an office type environment where most work is performed at a desk. Occasional presentations and recruitment require standing for substantial periods of time. Environment is generally clean with limited exposure to conditions such as dust, fumes, noise, or odors. Frequent interruptions to planned work activities occur.

Effective Date: August 2019

**Elko City Council
Agenda Action Sheet**

1. Title: **Review and acceptance of Police Chief Ben Reed Jr's. "Notice of Retirement" effective November 2, 2019, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 13, 2019**
3. Agenda Category: **PERSONNEL**
4. Time Required: **10 Minutes**
5. Background Information: **A copy of the letter has been included in the agenda packet for review. BR**
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: **A letter from Police Chief Ben Reed, Jr.**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Ben Reed, Jr., Police Chief**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Police Chief Ben Reed, Jr.**
breed@elkocitynv.gov



ELKO POLICE DEPARTMENT

Ben Reed, Jr.
Police Chief

1448 Silver Street
Elko, Nevada 89801
775.777.7310
775.738.1415 Fax
www.elkocity.com

DATE: August 6, 2019
TO: Mayor Keener and Elko City Council Members
FROM: Elko Police Chief Ben Reed, Jr.
SUBJECT: Retirement

This memo is to advise the Elko City Council I plan to retire November 2, 2019. It is with a sense of accomplishment and satisfaction that I leave the position of Police Chief for the City of Elko upon completion of 38 years of law enforcement service. The last six years as the Elko Police Chief were the most fulfilling, professionally challenging, and rewarding times of all.

The Elko Police Department is comprised of some of the most dedicated individuals I have ever known. They truly are dedicated to protecting the community. As a team, we continue to accomplish so much good work and leadership within the city and the region. Elko is a safe community within which to live, work, and raise a family. With this in mind, it is difficult to move on; but it is time. Many individual leaders within the department have trained, grown, and matured. I am very confident in their abilities to protect the city. There is a succession plan in place. The Department is ready for the next chapter.

Sincere thanks to the Elko City Council (including recent past Council Members) for the appointment, support, direction, accountability, and leadership. It has been a good team effort to strike the balance needed for effective local government providing public safety.

I wish the Elko City Council, the City of Elko, and the Elko Police Department all the best in the future. Thank you again for an incredible experience.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, discussion, and possible direction to Staff regarding the selection of a new Police Chief, including the possibility of appointing Police Captain Ty Trouten to the position of Police Chief, effective November 3, 2019, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 13, 2019**
3. Agenda Category: **PERSONNEL**
4. Time Required: **10 Minutes**
5. Background Information: **Per Section 1.070 of the Elko City Charter, The City Council is responsible for appointing the position of Police Chief. As such, the City Council has broad flexibility in selecting a candidate for an appointed office.**

While several factors should be considered when making recruitment and selection decisions, succession planning is a critical component for key leadership positions. In this instance, Captain Ty Trouten has been mentored by Police Chief Ben Reed Jr. and is well prepared to advance into the role of Police Chief. As City Manager, I concur with Police Chief Ben Reed Jr's' assessment and recommend the direct appointment of Captain Ty Trouten to the position of Police Chief, effective November 3, 2019. CC

6. Budget Information:

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

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, discussion, and possible approval for the Fire Department to purchase an Air Flow Exhaust Removal System from AirVac Corporation for the amount of \$55,000, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 13, 2019**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **During the FY 2019/2020 budget process, Council approved funding for this installation. The benefits to the new system is firefighter safety by removing harmful carcinogens and particulates produced by apparatus running in the building during response and return to the station. This system also meets NFPA 1500 compliance. This purchase will be done as a sole source purchase as this is the only manufacture producing this system. MG**
6. Budget Information:

Appropriation Required: \$55,000.00
Budget amount available: \$ 55,000.00
Fund name: Ad Valorem Fund
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Recommend approval for the Fire Department to purchase an Air Flow Exhaust Removal System from AirVac Corporation i n the amount of \$55,000.00.**
10. Prepared By: **Matthew Griego, Fire Chief**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:



The World Leader In Engine Exhaust Removal
Systems for the Fire and EMS Industry

Tuesday, July 23, 2019

Jack Snyder
Elko Fire Department, City of
911 West Idaho Street
Elko, NV 89801
United States

Dear Jack,

This letter is to confirm our conversation regarding the availability of the AIRVAC 911® exhaust removal system for Fire & EMS Facilities.

The multi-directional airflow (vertical & horizontal) AIRVAC 911® System is manufactured and distributed solely by the Air Vacuum Corporation of Dover, New Hampshire. To the best of our knowledge there are no other manufacturers within the industry, selling or distributing, this type of exhaust removal system.

Thank you again for your interest, and please feel free to contact us if you have any additional questions.

Sincerely,

Tom Vitko
Regional Sales Manager
800-540-7264
Email: sales@airvacuumcorporation.com



GS-07F-0437M



MEETS NFPA 1500 9-1.6, OSHA, NIOSH, FEMA & MORE



The World Leader In Engine Exhaust Removal
Systems for the Fire and EMS Industry

PROPOSAL – AIRVAC 911® Multi-Directional (Horizontal & Vertical) Air Flow Exhaust Removal System

THE SALE OF AIRVAC 911®, ENGINE EXHAUST AIR FILTRATION SYSTEM, BY AIR VACUUM CORPORATION OF DOVER N.H., FOR REMOVAL OF HAZARDOUS EMISSIONS FROM FIRE, RESCUE, TRUCKING, AND OTHER HEAVY EQUIPMENT FLOOR AREAS.

THIS QUOTATION HAS BEEN PREPARED FOR:

8/1/2019



Contract Holder

Jack S. Snyder
Elko Fire Department, City of
911 West Idaho Street
Elko, NV 89801

SPECIFICATIONS

MODEL: AIRVAC 911®, VERTICAL AIR FLOW DESIGN, CEILING HUNG, RE-CIRCULATING AIR FILTRATION SYSTEM. MANUFACTURED BY: AIR VACUUM CORPORATION, 6 FARADAY DRIVE, DOVER, NH 03820.

FILTRATION: "4-STAGE" FILTER PACK. ALL FILTERS ARE INDUSTRY STANDARD SIZED, UL TESTED & CERTIFIED.

PRE-FILTER (STAGE 1): 24" X 24" X 1". 3-PLY POLYESTER CONSTRUCTION. TWO LAYERS OF 16/40 DUAL DENIER POLY FIBERS WITH A FINAL DUST CATCHING ADHESIVE LAYER. SELF-SEALING FILTER WITH PRE-INSTALLED INTERNAL HEAVY GAGE WIRE FRAME. PERFORMANCE BASED ON A.S.H.R.A.E. 52.1-1992 TEST METHOD. CLASSIFIED AS A UL CLASS 2 FILTER, ACCORDING TO UL STANDARD 900 AND CAN 4-S111.

MAIN MEDIA FILTER (STAGE 2): 24" X 24" X 6". "HEPA MAX 3000" HIGH EFFICIENCY PARTICULATE AIR FILTER. DOP TESTED WITH 0.3 MICROMETER SIZED PARTICLES TO HAVE A MINIMUM EFFICIENCY OF UP TO 95% AND EXCEEDS THE MAXIMUM EFFICIENCY OF 98% ASHRAE 52.1 TESTED FILTERS. CONSISTS OF A PLEATED MEDIA PACK ENCLOSED WITHIN A GALVANIZED STEEL FRAME ASSEMBLY. ULTRA-FINE FIBERGLASS MEDIA FORMED IN A SERIES OF PLEATS SEPERATED BY CORRUGATED ALUMINUM DIVIDERS TO MAINTAIN UNIFORM SPACING BETWEEN EACH PLEAT FOR OPTIMAL AIRFLOW. CLASSIFIED CLASS 2 ACCORDING TO U.L. STANDARD 900 AND IS CLASSIFIED MERV 16 IN ACCORDANCE WITH ASHRAE STANDARD 52.2. FOR INSTALLATION SAFETY, TOTAL WEIGHT NOT TO EXCEED 16 LBS.

GAS-PHASE EXTRACTOR (STAGES 3&4): ONE 24" X 24" X 4". "MULTISORB 3000" BLENDED GAS PHASE EXTRACTOR. 50/50 RESPIRATOR GRADE ACTIVATED CARBON GRANUALS EFFECT FOR REMOVAL OF HIGH WEIGHT MOLECULAR GASES WITHIN DIESEL EXHAUST (VOC'S, HYDROCARBONS, BENZENE, OCTANE, METHANOL AND MORE) AND POTASSIUM PERMANGANATE FOR REMOVAL OF LIGHT WEIGHT MOLECULAR GASES (SULFUR DIOXIDE, NITROGEN DIOXIDE, FORMALDEHYDE AND MORE). FILTER IS CONSTRUCTED WITHIN A 24ga METAL FRAME WITH INTERNAL "HONEYCOMB" CONTAINMENT STRUCTURE, 50/50 BLEND EQUATES TO 28+/- LBS OF CARBON. FOR INSTALLATION SAFETY, TOTAL WEIGHT NOT TO EXCEED 30 LBS.

CABINET CONSTRUCTION: 18 & 16 GAUGE, ALL WELDED STEEL CONSTRUCTION. 25" X 26" X 28" CUSTOM GRAY POWDER COAT PAINT FINISH. **TWO HINGED ACCESS PANELS:** ONE, TO THE FILTER BANK AND THE OTHER TO THE MOTOR/BLOWER UNIT. A "DWYER" MAGNEHELIC STATIC PRESSURE GAGE, ALLOWS USER TO VISUALLY CHECK ON THE STATUS OF THE FILTER BANK. **FOUR HORIZONTAL & ADJUSTABLE AIRFLOW GRILLS:** "QUICK LATCH" FILTER COMPARTMENT WHICH IS CAPABLE OF HOLDING UP TO 15" OF FILTRATION!

ELECTRICAL: 3/4 H.P., 1725 RPM, 115 VOLT SINGLE PHASE ELECTRIC MOTOR, 13.6 F.L. AMP., RESILIENT MOUNT, AUTOMATIC THERMAL PROTECTION. ELECTRIC MOTOR, RESILIENT MOUNT. ALL MOTORS ARE UL APPROVED. **OPTIONS:** UNITS AVAILABLE @ 230 VOLT, SINGLE PHASE, 6.8 F.L. AMP, ADD \$75 EA. UNIT, SINGLE PHASE MOTOR USABLE @ 208-230 VOLT: 7.0 F.L. AMP. ADD \$115 EA UNIT, THREE PHASE 1 HP - @ 208-230/460 Volt, 3.4-3.6/1.8 F.L. AMPS, ADD \$255 EA. UNIT; TO BASE QUOTE.

BLOWER: CONTINENTAL CENTRIFUGAL IMPELLER AND FUNNEL CONE. NON-METAL & CHEMICALLY RESISTANT.

AVEC CONTROL PANEL: UL 508 CERTIFIED CUSTOM "AUTOMATIC VEHICLE EXHAUST CONTROL", MULTI-CIRCUIT AUTOMATIC RESET TIMER CONTROL. TWO CIRCUIT CONFIGURATIONS RATED AT 20 AMPS PER. TIMING RANGE OF .1 TO 120 MIN. ENCLOSED WITHIN A NEMA-4 RATED ENCLOSURE, NECESSARY FOR APPLICATIONS WHERE WATER IS PRESENT (WASHING OF VEHICLES). MANUAL THREE POSITION SWITCH FOR: AUTO MODE, SYSTEM OFF & SYSTEM RUN OVERRIDE. LED "OPERATING" LIGHT.

AUTOMATIC ACTIVATION SWITCHES: (SEE ENCLOSURES) PHOTO ELECTRIC EYES ACTIVATE SYSTEM UPON VEHICLE MOVEMENT (OUTDOOR RANGES OF UP TO 200') AND MAGNETIC DOOR SWITCHES (ONE PER OVERHEAD DOOR).

INSTALLATION: "TURN KEY" AN ADDITIONAL CHARGE MAY APPLY IF THE LOCATION OF INSTALLATION DOES NOT HAVE SUFFICIENT ELECTRICAL CAPACITY TO INSTALL THE AIRVAC 911®, SYSTEM. (E.G.- 1 OPEN 20 AMP BREAKER PER UNIT + 1 FOR THE CONTROL PANEL). **AVC PRICING DOES NOT INCLUDE THE COST OF ANY PERMITS, LICENSING FEES, REGISTRATION FEES, SALES/USE TAXES OR OTHER FEES THAT MAY BE REQUIRED UPON INSTALLATION AND BY PLACING AN ORDER WITH AVC THE BUYER IS RESPONSIBLE FOR ALL ADDITIONAL FEES AND ITEMS OTHER THAN WHAT HAS BEEN QUOTED. IN ADDITION TO, ANY INSTALLATION REQUESTS OTHER THAN "STANDARD". SEISMIC OR VIBRATION MOUNTING HARDWARE, LOW VOLTAGE WIRING WITHIN CONDUIT, PAINTING OF CONDUIT, RECESSED CONTROLS/DEVICES, BURIED CONDUIT, RADIANT HEAT SHIELDING, REMOVAL OF EXISTING PRODUCTS ETC. MAY ALSO REQUIRE ADDITIONAL PRICING. NON GSA SCHEDULE ITEM.**





The World Leader In Engine Exhaust Removal
Systems for the Fire and EMS Industry

PRICE QUOTATION

Jack S. Snyder
Elko Fire Department, City of
911 West Idaho Street,
Elko, NV 89801

DATE: 8/1/2019
PHONE: (775) 777-7354
FAX:
dwiggins@elkocitynv.gov, rmowrey@elkocitynv.gov

DESCRIPTION	QUANTITY	UNIT COST	TOTALS
AIRVAC 911® EXHAUST REMOVAL SYSTEM - Single Ph. 115V	7	\$3,675.00	\$25,725.00
AIRVAC 911® FILTER PACK (4-Stage Filter Pack, "Main Filters")	7	\$410.00	\$2,870.00
AIRVAC 911® FILTER GAUGE (Min. one per building section)	1	\$125.00	\$125.00
UL 508A CERTIFIED CONTROL PANEL - AVEC-8C/T3	1	\$1,545.00	\$1,545.00
ACTIVATION PACKAGE - PB030TK 200' PHOTO EYE (set) & N505AUTM/STX01 TRACK MOUNTED DOOR SWITCH	2	\$255.00	\$510.00
	8	\$46.00	\$368.00
PREFILTERS (12 Per Box/Change date est. indicated below)	12	\$8.75	\$105.00
*ESTIMATED INSTALLATION "TURN-KEY"	7	\$2,675.00	\$18,725.00
			\$49,973.00

*"Non-Schedule Item"

MADE IN THE USA

- ♦ **FREIGHT:** FOB Origin. ♦ **TERMS:** 1/2 Payment with the order & final payment prior to release. ♦ **Lead-Time** 8 to 10 weeks.
- ♦ Buyer is responsible for all permits, permit fees, State/local licensing fees and applicable taxes related to the purchase of product, shipping and installation or must provide all necessary tax-exempt certificates; state, local and/or county to Air Vacuum Corporation. ♦ Governmental Purchases please consult your sales rep for GSA price list.

The AIRVAC 911® System is Provided With a FIVE YEAR WARRANTY On ALL Components (excluding consumable filters)

DIAGRAM IS NOT AVAILABLE AT THIS TIME. PLEASE CONSULT YOUR SALES REP FOR A DIAGRAM SHOWING AIRVAC 911 CEILING LOCATIONS.

Approximate Filter Life Expectancy

Prefilters 2-4 months, Main filters 12 to 24+ months.

This quotation has been prepared By: Thomas J. Vitko Date: 8/1/2019
Quotation Prices are valid for 90 calendar days from quotation date.



The World Leader In Engine Exhaust Removal
Systems for the Fire and EMS Industry

PRICE QUOTATION - FREIGHT

Jack S. Snyder
Elko Fire Department, City of
911 West Idaho Street,
Elko, NV 89801

DATE: 8/1/2019
PHONE: (775) 777-7354
FAX:
dwiggins@elkocitynv.gov, rmowrey@elkocitynv.gov

DESCRIPTION	QUANTITY	UNIT COST	TOTALS
*shipping and handling	1	\$2,240.00	\$2,240.00
**Non-Schedule Item			\$2,240.00

- ♦ **FREIGHT:** FOB Origin, ♦ **TERMS:** 1/2 Payment with the order & final payment prior to release. ♦ **Lead-Time** 8 to 10 weeks.
- ♦ Buyer is responsible for all permits, permit fees, State/local licensing fees and applicable taxes related to the purchase of product, shipping and installation or must provide all necessary tax-exempt certificates; state, local and/or county to Air Vacuum Corporation. ♦ Governmental Purchases please consult your sales rep for GSA price list.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, discussion, and possible approval for the Fire Department to proceed with Phase 1 of the Fire Department Radio System Upgrade Project for the amount of \$150,000, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 13, 2019**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **Council approved funding of Phase 1 of this project for \$150,000 during the FY 2019/2020 budget process. The benefits of the upgrade will include; a new repeated tactical channel, new repeaters for the primary fire channel, dispatch upgrade and firefighter safety. The Elko PD is currently using this upgraded system which will enable interdepartmental communication. This purchase will be sole source through Motorola and Sierra Electronics. MG**
6. Budget Information:

Appropriation Required: \$150,000.00
Budget amount available: \$ 150,000.00
Fund name: Capitol Equipment Fund
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Recommend approval for the Fire Department to purchase phase 1 of the Elko Fire Department radio upgrade project from Motorola and Sierra Electronics for the amount of \$150,000.00.**
10. Prepared By: **Matthew Griego, Fire Chief**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:



690 E. Glendale Ave, Suite 9B, Sparks, NV 89431
(775) 359-1121 (800) 874-7515

Simulcast Phase 1 SALES QUOTE

TO: Elko, City Of
Jack Snyder
Elko, NV 89801
775-777-7140

Date: **8/1/2019**
Sales Rep: Dan Pena
Terms: Net 30
Expires: 8/31/2019

REF# DQM2283

ITEM	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
	Upgrade Fire Main repeaters. Install a new Fire TAC repeater radio system. (2 repeaters and 1 base station) Lammoille Summit: Upgrade Fire Main repeater to a Motorola GTR8000 repeater (repeater only). Install new Fire TAC Motorola GTR8000 repeater and antenna system. Upgrade infrastructure (Battery Backup) & FCC Licenses. Assumes space available on tower and in equipment room to support said system. City of Elko is responsible for site fees. NORTH WATER TANK: Upgrade Fire Main repeater to a Motorola GTR8000 repeater (repeater only). Install new Fire TAC Motorola GTR8000 repeater and antenna system. Upgrade infrastructure (Battery Backup) & FCC Licenses Dispatch: Upgrade Fire Main base station to a Motorola APX7500 base station. Install a new Motorola APX7500 Fire TAC base station and antenna system. Work with Eagle Communication to re-program console. City of Elko is responsible for any Eagle Communications fees. Subscriber programming and Auto-tune: Allocated time is limited to 3 days to complete. (assumes subscriber units are P25 capable).	1	\$149,833.00	\$149,833.00

Subtotal	\$149,833.00
Sales Tax	\$0.00
Total	\$149,833.00

Notes:

For questions regarding this quote please contact:

Dan Peña
Office – 775-359-1121
Cell -775-846-6904
Toll Free – 800-874-7515
danp@sierraelectronics.com
Sierra Electronics
690 East Glendale Ste.9B
Sparks, NV 89431



**Elko City Council
Agenda Action Sheet**

1. **Title: Review, discussion, and possible approval for the Fire Department to apply for the Fire House Subs Grant, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 13, 2019**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **The City of Elko Fire Department is requesting approval to apply for a Fire House Subs Grant in the amount of \$32,817 for a new EMS monitor/defibrillator. If granted, this defibrillator would replace a current monitor/defibrillator that will no longer be supported in 2020. There is no match for the grant. MG**
6. Budget Information:

Appropriation Required: **\$0**
Budget amount available: **\$ 0**
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Recommend approval for the City of Elko Fire Department to apply for the Fire House Subs grant in the amount of \$32,817.00 with no match.**
10. Prepared By: **Matthew Griego, Fire Chief**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval for the Elko Police Department to purchase one (1) fully equipped police vehicle, through the Nevada State Purchasing Program, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 13, 2019**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **As a political subdivision of the State of Nevada, the City of Elko is able to utilize the State of Nevada Purchasing Division for fleet acquisition and related equipment. The estimated purchase costs include the related equipment as follows: The cost of the Chevrolet Tahoe, (fully equipped and up-fitted), is estimated to be seventy-three thousand, eight hundred and ninety-two dollars and forty-one cents (\$73,892.41). It will be deployed as a Canine Unit in the Patrol Division. This acquisition was approved in the Fiscal Year 2019/20 Budget. BR**
6. Budget Information:
 Appropriation Required: **\$73,892.41**
 Budget amount available: **\$200,000.00**
 Fund name: **General Fund, Capital Equipment Replacement**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Cost itemization memo (see attached)**
9. Recommended Motion: **Authorize the Elko Police Department to purchase one (1) fully equipped police vehicle through the Nevada State Purchasing Program for an estimated total cost of seventy-three thousand, eight hundred and ninety-two dollars and forty-one cents (\$73,892.41).**
10. Prepared By: **Police Chief Ben Reed**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Captain Tyler Trouten**
 ttROUTEN@elkocitynv.gov



ELKO POLICE DEPARTMENT

Ben Reed, Jr.
Police Chief

1448 Silver Street
Elko, Nevada 89801
775.777.7310
775.738.1415 Fax
www.elkocity.com

August 7, 2019

2019-2020 CANINE VEHICLE

1) Chevy Tahoe Canine Unit (Patrol)

Vehicle	\$42,713.95
Radio	\$ 6,337.00
Install and Equipment	\$22,341.46
Cradle Point	\$ 1,000.00
Graphics	\$ 1,500.00

TOTAL (ESTIMATE)	\$73,892.41
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**Elko City Council
Agenda Action Sheet**

1. Title: **Review, discussion, and possible approval to authorize the Parks Department to purchase mowing equipment via the State of Nevada's contract with NASPO (National Association of State Procurement Officials), in accordance with NRS 332.195, Joinder or Mutual use of contracts, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 13, 2019**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **10 Minutes**
5. Background Information: **The Parks Department was approved to purchase mowing equipment for the current fiscal year with a budget of \$55,000. NRS 332.195 authorizes the use of joinder contracts within or outside the State of Nevada for the acquisition of equipment with the authorization of the contracting vendor. Toro has provided authorization for the use of the Nevada NASPO contract to the City of Elko for the purchase of a Toro Groundmaster 4300-D mower. A copy of the purchase amount has been included in the packet. JW**
6. Budget Information:

Appropriation Required: \$54,972.00
Budget amount available: \$54,972.00
Fund name: Capital Equipment Fund
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Information sheet about NASPO, copy of NRS332.195 Joinder or Mutual Use of contracts by governmental entities, copy of the purchase amount for the equipment.**
9. Recommended Motion: **Move to authorize Staff to purchase a Toro Groundmaster 4300 D field mower by means of the State of Nevada contract with NASPO in the amount of \$54,972.00.**
10. Prepared By: **James Wiley, Director of Parks and Recreation**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:



**TURF EQUIPMENT
& IRRIGATION INC**

Turf Equipment & Irrigation, Inc.
1630 S. Gladiola St. SLC, UT 84104
P.O. Box 26903 SLC, UT 84126-0903
(801) 566-3256

Prepared by:
Scott Marquart
Dist_CML_SalesManager
+1 2088707686
scott.marquart@turfequip.com

Proposal Date: 2019-06-19
Expiration Date: 2019-09-17
Quote ID: Q20720



Count on It.

Joe Carr
Parks Superintendent
Elko City Parks & Recreation Department
1435 Idaho Street Elko, Nevada 89801 United States

Nevada NASPO Contract

All pricing is valid for thirty (30) days. Time of delivery may vary; please check when placing order.

<u>Qty</u>	<u>Model #</u>	<u>Name</u>	<u>Award</u>	<u>Ext. Award</u>
1	30864	Groundsmaster 4300-D (T4)	\$54,972.00	\$54,972.00
1	03667	Seat Suspension, Air Ride		
1	08703	Sand Pro 3040	\$21,914.40	\$21,914.40
1	08714	Manual Blade (40 Inch)		
1	08734	Solid Tine Toolbar		
1	08756	Drag Mat Carrier System		
1	08758	Coco Drag Mat		
1	08767	QAS Flex Tooth Rake		
1	08731	Mid-Mount Assembly		

Equipment Total: \$76,886.40

Does not include Sales Tax, Use Tax, or Personal Property Tax

NRS 332.195 Joinder or mutual use of contracts by governmental entities.

1. A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the governmental entity which joins or uses the contract.

2. A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.

(Added to NRS by 1975, 1539; A 1985, 357; 1999, 1686; 2001, 1320; 2003, 2263; 2005, 2556)

PARTICIPATING ADDENDUM
WSCA/NASPO COOPERATIVE PURCHASING ORGANIZATION
Ground Maintenance Equipment
Administered by the Commonwealth of Virginia (hereinafter "Lead State")
MASTER AGREEMENT
The Toro Company
VA Contract Number: E194-1488
(hereinafter "Contractor")
And
The State of Nevada
(hereinafter "Participating State/Entity")

Page 1 of 6

1. **Scope:** This addendum adds the State of Nevada as a Participating State to purchase Ground Maintenance Equipment from the NASPO Master Agreement E194-1488 led by the Commonwealth of Virginia. All governmental entities within the State of Nevada including all State Agencies, the Nevada System of Higher Education, the Court System, the Legislative Counsel Bureau and all Political Subdivisions within the State of Nevada are authorized to purchase ground maintenance equipment. This Participating Addendum does NOT include servicing of equipment.

2. **Participation:** Use of specific WSCA/NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use State of Nevada contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

a. Participation under this contract by political subdivisions (i.e. colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

3. **Participating State Modifications or Additions to Master Agreement:**
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

a. **Purchase Orders:** Orders over \$8000.00 for Nevada State Agencies will be placed by formal purchase order issued by the Nevada State Purchasing Division. All orders will be shipped promptly in accordance with the terms of the Master Price Agreement and invoices shall be submitted to Nevada State Purchasing for payment. Invoices and all correspondence related to an individual order will reflect the purchase order number issued by Nevada State Purchasing. Orders under \$8000.00 may be purchased direct by the using agency.

b. **Jurisdiction and Venue:** This Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Nevada. Venue for all legal proceedings arising out of the Contract, or breach thereof, shall be in the State or Federal Court with competent jurisdiction in Carson City, Nevada.

c. **Termination of the Participating Addendum:** This Participating Addendum may be canceled by the State of Nevada, Purchasing Division at any time, with or without cause, upon 30 days written notice to the contract vendor. In the event the contract vendor is in default, the contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of such a cancellation, the contract vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted. This Participating Addendum may be canceled by the contract vendor upon 60 days written notice to the State of Nevada, Purchasing Division.

PARTICIPATING ADDENDUM
WSCA/NASPO COOPERATIVE PURCHASING ORGANIZATION
Ground Maintenance Equipment
Administered by the Commonwealth of Virginia (hereinafter "Lead State")
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The Toro Company
VA Contract Number: E194-1485
(hereinafter "Contractor")
And
The State of Nevada
(hereinafter "Participating State/Entity")

Page 2 of 6

d. Services: All onsite services such as installation, de-installation, training or ongoing maintenance, excluding warranty and break/fix support, requested by State agencies will require the implementation of an Independent Contract for Services per NRS 333, NAC 333 and SAM 0300.

e. Payment: The State generally pays within 30 days upon receipt of invoice and the using agency's approval. Per the State's policy and procedures, payments are not made prior to receipt of goods.

f. State of Nevada Quarterly Reporting: Contractor shall provide quarterly sales reporting in accordance with the schedule in the Master Agreement.

4. [Purposely left blank].

5. **Primary Contacts:** The primary contact individuals for this participating addendum are as follows (or their named successors):

Lead State

Name	Katherine Bosdell, CPPB, VCO, Statewide Contract Officer
Address	1111 E. Broad Street, 6 th Floor PO Box 1199 Richmond, VA 23218-1199
Telephone	804-786-2397
Fax	804-786-5413
E-mail	katherine.bosdell@dgs.virginia.gov

Contractor

Name	Pete Whitacre, District Sales Manager, Commercial Products Division, The Toro Company
Address	8111 Lyndale Avenue South Bloomington, Minnesota 55420-1198
Telephone	952-888-8801
Fax	952-887-8694
E-mail	peter.whitacre@toro.com

Participating Entity

Name	Teri Becker
Address	Nevada State Purchasing 818 East Musser Street, #300 Carson City, NV 89701
Telephone	(775) 684-0178

PARTICIPATING ADDENDUM
WSCA/NASPO COOPERATIVE PURCHASING ORGANIZATION
Ground Maintenance Equipment
Administered by the Commonwealth of Virginia (hereinafter "Lead State")
MASTER AGREEMENT
The Toro Company
VA Contract Number: E194-1488
(hereinafter "Contractor")
And
The State of Nevada
(hereinafter "Participating State/Entity")

Page 3 of 6

Fax	(775) 684-0188
E-mail	tbecker@admin.nv.gov

6. Subcontractors: All The Toro Company dealers and resellers authorized in the State of Nevada, as listed in Attachment C, are approved to provide sales to participants in the Master Agreement. The Toro Company dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Toro will encourage and incent its Distributors to provide the agreed-upon discount, but it is at their discretion to do so - WSCA-NASPO recommends that entities use compliance with the discount as a critical factor in determining which Distributor to do business with.

7. Purchase Order Instructions: All orders should contain the following (1) Mandatory Language "PO is subject to NASPO Contract # E194-1488" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized resellers so they can arrange for proper ordering and installation of your unit.

8. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State Contract Number: 3114 and the Lead State price agreement number: E194-1488.

9. Individual Customer: Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.


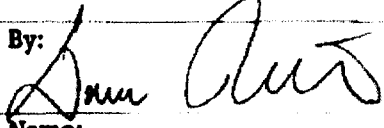
This Participating Addendum and the Master Agreement number E194-1488 (Exhibit A) (administered by the Commonwealth of Virginia) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

PARTICIPATING ADDENDUM
WSCA/NASPO COOPERATIVE PURCHASING ORGANIZATION
Ground Maintenance Equipment
Administered by the Commonwealth of Virginia (hereinafter "Lead State")
MASTER AGREEMENT
The Toro Company
VA Contract Number: E194-1486
(hereinafter "Contractor")
And
The State of Nevada
(hereinafter "Participating State/Entity")

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State/Entity:	Contractor: The Toro Company
By: 	By: 
Name: Greg Smith	Name: Darren Redetake
Title: Administrator, Purchasing Division	Title: Vice President
Date: 9-5-14	Date: 9-2-2014

PARTICIPATING ADDENDUM
WSCA/NASPO COOPERATIVE PURCHASING ORGANIZATION
Ground Maintenance Equipment
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MASTER AGREEMENT
The Toro Company
VA Contract Number: E194-1485
(hereinafter "Contractor")
And
The State of Nevada
(hereinafter "Participating State/Entity")

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Appendix A
CATEGORY AND CATALOG DISCOUNTS INSTRUCTIONS
E194.1485 (TORO ONLY)

Attachment's A, B and C that follows the Master Agreement includes the only approved equipment by Category and line item specifications. Each Category listed includes a completely configured unit to meet the specifications listed in Attachment A. Each Category in Attachment B includes a complete unit on line item one, to match the specification in Attachment A. The End Users may reconfigure this line item basic unit and/or all other basic units listed in each Category to meet their specification. Attachment B includes the manufacturer's model number, list price, less the firm percentage of discount for the basic unit. The basic unit(s) may be configured using the attachment/implements options per the published price listed with the firm percentage of discounts to meet the needs of the End Users. The End User must contact the Distributor that is identified in Attachment C for the Participating State/Entity. The Distributor may refer you to their local "Territory Representative" for price quotes, delivery, and Trade-Ins. The Manufacturers' current published price, less the percentage of discount, unit price, and the current published price list effective date by Category and by line item are on Attachment B.

TO USE THESE PRICE SHEETS PROCEED AS FOLLOWS:

ATTACHMENT A: APPROVED CONTRACT SPECIFICATIONS BY CATEGORY AND LINE ITEM FOR GROUND MAINTENANCE EQUIPMENT:

- 1) Identify the Commodity Category. Search the individual Category per line item listed in Attachment A for your required specification. Each Category listed in Attachment A includes specification for the basic unit, and may include additional order codes (attachments/implements or options) that meet or exceed the minimum specification in Attachment A.
- 2) Contact the Distributor or Contractor that is identified in Attachment C to determine if the item(s) needed is covered under this Contract. If model number is not listed on Attachment A and B, it is not covered under this Contract. Only the basic units listed by Category with the manufacturer's model number(s) are covered under this Contract. Contractor percentage(s) of discount will not apply to equipment not covered under this Contract.

ATTACHMENT B: Contract Pricing, Model Numbers, Delivery & Effective Published Price List by Category and Line Item for Ground Maintenance Equipment:

- 1) After you have identified equipment specifications in Attachment A, proceed to Attachment B for pricing information. The items that are listed in Attachment B, Pricing Information are based on the manufacturer's published price list per category and line

PARTICIPATING ADDENDUM
WSCA/NASPO COOPERATIVE PURCHASING ORGANIZATION
Ground Maintenance Equipment
Administered by the Commonwealth of Virginia (hereinafter "Lead State")
MASTER AGREEMENT
The Toro Company
VA Contract Number: E194-1488
(hereinafter "Contractor")
And
The State of Nevada
(hereinafter "Participating State/Entity")

Page 6 of 6

item, less a firm percentage discount.

- 2) If the line items listed do not meet your required specification, the agency's End User must contact their Distributor to configure the listed basic unit with the additional attachment/implements to meet their desired specifications and to obtain a written quote. The written quotation must include the contract number, the manufacture's list price less the percentage of discount and the effective date of the price list.
- 3) Upon receipt of your written quotation from the Distributor or Territory Representative, and with the authorized approval at the agency, the agencies' End User should submit their purchase order.
- 4) Your local Distributor will assign your "Territory Representative" to deliver and set-up and service your equipment F.O.B. Destination.

ATTACHMENT C: The Toro Company's Authorized Distributors for the State of Nevada

- 1) Find Attachment C, which includes The Toro Company's authorized Distributors for the State of Nevada. Any Distributors that are not listed on Attachment C cannot offer a quotation on behalf of The Toro Company using the fixed firm percentage of discount under this Contract.
- 2) Attachment C, also lists the Distributors authorized counties and territories that they service. The authorized Distributors may refer you to their assigned "Territory Representatives" to handles quotes, services, and Trade-Ins.
- 3) The Contractor's website and direct contact information is listed in Attachment B, under the Contact Header.
- 4) End Users electing to use this "optional" use contract shall contract only with the Distributor(s) listed herein, in order, to receive the firm percentage of discount offered through The Toro Company.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration and possible approval of a request from DBA Show for the closures the corridor on 4th and 5th Street the Rides and Rods event to be held on September 6, 7 and 8, 2019, and matters related thereto. POSSIBLE ACTION ITEM**
2. Meeting Date: **August 13, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **The DBA is requesting to close the corridor for the Rides and Rods Classic Car show. CC**
6. Budget Impact Statement: **None**

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

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a request from the Stray Dog Pub to close the alley adjacent to 374 5th Street for a fundraiser event to be held on August 17, 2019 at 3:00 p.m., and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 13, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The Stray Dog would like to hold a fundraiser for Martha Garcia and are requesting the closure of the corridor between the Stray Dog and Western Folklife Center to hold the event. The corridor will be closed from 9 a.m. to 12 a.m. on the same day. Since it is a request to close city-owned property, approval from the Council is required. KW**
6. Budget Information: **Application**

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Application**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Mike Reynolds – PO Box 237, Elko, NV 89803**



CITY OF ELKO
FACILITY/EQUIPMENT USE FEES PERMIT

(B)

This application includes fees for special events held within the City of Elko on property under the ownership and/or control of the City of Elko. The sponsor of such event must complete this form and include all fees necessary for the event. The sponsor will be responsible for any other City fees incurred during the event and not listed on this form.

Name of Event: Martha Garcia Fundraiser

Sponsor of Event: Stray Dog Pub

Date of Event: 8/17/2019 Time of Event: 3:00pm

If you are requesting a closure indicate the dates, times and place of the closure: _____

Alley Adjacent to 374 5th St 9:00am - 12:00am

Facility Use Fees:

Street Closures: \$100 per lineal block 1 blocks @ \$100 Amount 100.00

Parking Corridor Closures: _____ corridors @ \$200 Amount _____

\$200 per corridor, or \$50.00 per quarter 1/4 corridor @ \$50 Amount _____

corridor (A parking corridor is a full block of parking between Railroad and Commercial Streets)

Barricades: \$5 each 2 barricades @ \$5

Electrical Fees: \$50 per service panel 2 panels @ \$50 Amount 110.00

\$10 per distribution box _____ boxes @ \$10 Amount _____

Cones: no charge 6

Total Amount Due: _____

All consumption fees based on power used throughout the event will be the responsibility of the sponsor.

Public Safety Fees: All fees associated with the Elko Fire Department assessed pursuant to Elko City Code Title 6, Chapter 5.

The special event organizer shall pay for additional law enforcement services where warranted. This fee shall be negotiated in advance of the event, and shall be specifically approved by the City Council as part of their approval of the closure of the street or parking corridor.

The following list of equipment must be reserved and paid through the Elko City Parks/Recreation Department at 723 Railroad Street.

Picnic Tables
Serving Tables
Trash Cans
Bleachers
Stages

CITY OF ELKO STAFF FLOW SHEET

(C. 2 of 2)

The sponsor of the event shall present their entire application to each of the departments below for their comments and approval. The comments made by City Personnel are intended to assist in the approval process only, by signing they are acknowledging and agreeing to the requirements of their department should the event take place. Denials by any of the Departments may result in denial of the event.

Please call to arrange an appointment with each department.

NAME OF EVENT: Martha Garcia Fundraiser

For Official Use Only

Police Department, 1448 Silver St.: † Approved † Denied

Date _____

Phone: 775-777-7310

Comments/Conditions: _____

Signature: _____

Fire Department, 911 W. Idaho St.: † Approved † Denied

Date 8/5/19

Phone: 775-777-7345

Comments/Conditions: Fire extinguisher and proper dishes from

Combustible with grill

Signature: Mark R

Street Department, 232 S. 10th St.: † Approved † Denied

Date 8-7-19

Phone: 775-777-7241

Comments/Conditions: with conditions event provides

proper traffic control / closure of alley roadway
Elko Sanitation / Add dispatch
777-7300

Signature: [Signature]

Parks & Recreation Dept., 723 Railroad St.: † Approved † Denied

Date _____

Phone: 775-777-7261

Comments/Conditions: N/A

Signature: _____

Nevada Department of Transportation (if applicable), 1951 Idaho St.: † Approved † Denied

Phone: 775-777-2725

Date _____

Comments/Conditions: N/A

Signature: _____

Attach additional sheets if necessary

ELKO SPECIAL EVENT/VENDOR APPLICATION
(When the Event Includes a Closure of City Property)

(A)

Pursuant to Elko City Code 8-16-1 to 8-16-8, the undersigned hereby applies for a Special Event/Vendor License.

Name of Event: Martha Garcia Fundraiser

Sponsor of Event: Stray Dog Pub

Location of Event: 374 5th St - Adjacent Alley

Date of Event: August 17, 2019

Time of Event: 3:00 pm - 12:00 am

If you are requesting a closure indicate the dates, time and place of the closure: _____

Adjacent Alley - 374 5th St. 9:00am - 12:00am

Number of Vendors _____ x \$34.50 per vendors on City Property
_____ x \$6.00 per day per vendor on Private Property

**No fee shall be charged to businesses physically located within the City of Elko with a current Elko City Business License. No charge to non-profit vendors.

Please list all vendors (including those that will not be charged) on next page.

The City prefers a primary contact person to deal with regarding the issues concerning the event. Although the primary contact person may have others assisting with the safety, security, traffic and parking of the event, the primary contact person will be the only person the City will contact regarding the event. If at any time the primary contact person changes, they must submit a letter stating who will become the main contact. Please list all numbers in which the primary contact person will be available.

Primary Contact Person: Mike Reynolds / Colette Reynolds

24 Hour Phone/Cellular: 775-934-6161 775-934-9575

Under penalties of perjury, the undersigned declares that he/she is the applicant/authorized agent of the applicant in the foregoing application for license and knows the contents thereof that those items contained in the application are true of his/her own knowledge except as to those matters stated on information and belief and as to such matters he/she believes it to be true.

Applicant Name: Mike Reynolds (please print)

[Signature]
Signature of Applicant

PO Box 237 Elko, NV 89803
Mailing Address

Date: 7/25/19

Phone Number: 775-934-6161

N/A
Type of verification from Nevada Taxation

N/A
Nevada State Health Dept. (food vendors)
1020 Ruby Vista Dr. Ste. 103
775-753-1138

CITY OF ELKO SPECIAL EVENTS APPLICANT QUESTIONNAIRE

(C. 1 of 2)

Name of Event: Martha Garcia Fundraiser

The purpose of this worksheet is to assist city personnel in coordinating our efforts with event organizers.

Please answer all questions in as much detail as possible:

Estimated number of attendees: 50

Will this event affect normal traffic patterns and parking? What actions will be needed to mitigate these problems?
Will City Personnel be needed? Alley Closure Only - No affect on traffic or parking

What are the safety concerns for the participants of this event? What are the safety concerns for the spectators for this event? What actions are needed to minimize the safety problems? Will City personnel be needed? What stipulations have been made for emergency access? No additional concerns
City personnel not needed

Will there be any street closures? If yes, what are your emergency access plans? No Street closures - Alley Only

What area will this event effect? Do you have permission from the property owners who may be effected? Permission from property owners will be acquired
If a street closure is occurring present us with a plan and equipment list. None

Will the closure include any use of Nevada State right-of-way? None

What other logistical problems may be encountered? How can the City help? N/A

Will traffic signals be affected by the event? No

Will electricity be needed for the event, please explain? Yes - Band

Will this event create a litter problem? How will that problem be mitigated? No - Self monitored
Clean up

What provisions will be made for public restrooms for the attendees? Restrooms inside establishment

Will horses be present? No Will a City street sweeper be required if so when? Day before event

ACCESSIBILITY PLAN

The City of Elko has the following checklist which is intended to serve as a planning guideline and may not be inclusive of all City, County, State and Federal Disability Access requirements. It is important that you plan for the safe arrival and departure of event attendees, participants and vendors.

- Accessibility parking and/or shuttle accommodations will be provided for the event.
- There will be a clear path of travel for accessibility purposes throughout the event.
- A minimum of 10% of portable restrooms provided at the event will be accessible.
- All food, beverage and vending areas will be accessible.
- If an information center is located at the event, attendants will be available to assist disabled individuals.

Martha Garcia Fundraiser – Saturday 8/17/19

The following list gives permission to use the alley between the Stray Dog Pub and The Western Folklife Center for one day use. This will be from 9:00am Saturday 8/17/19 with all being cleaned up by 9:00am Sunday 8/18/19. No business doors or access to trash dumpsters will be impeded. All or also invited to attend.

Thank you for your support with this event

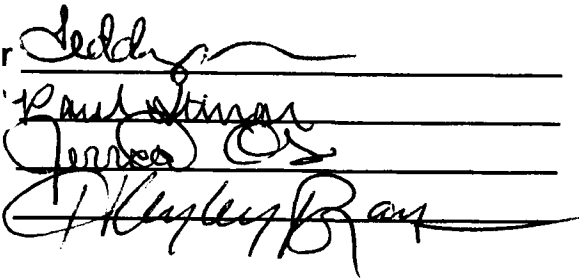
Mike Reynolds – Stray Dog Pub

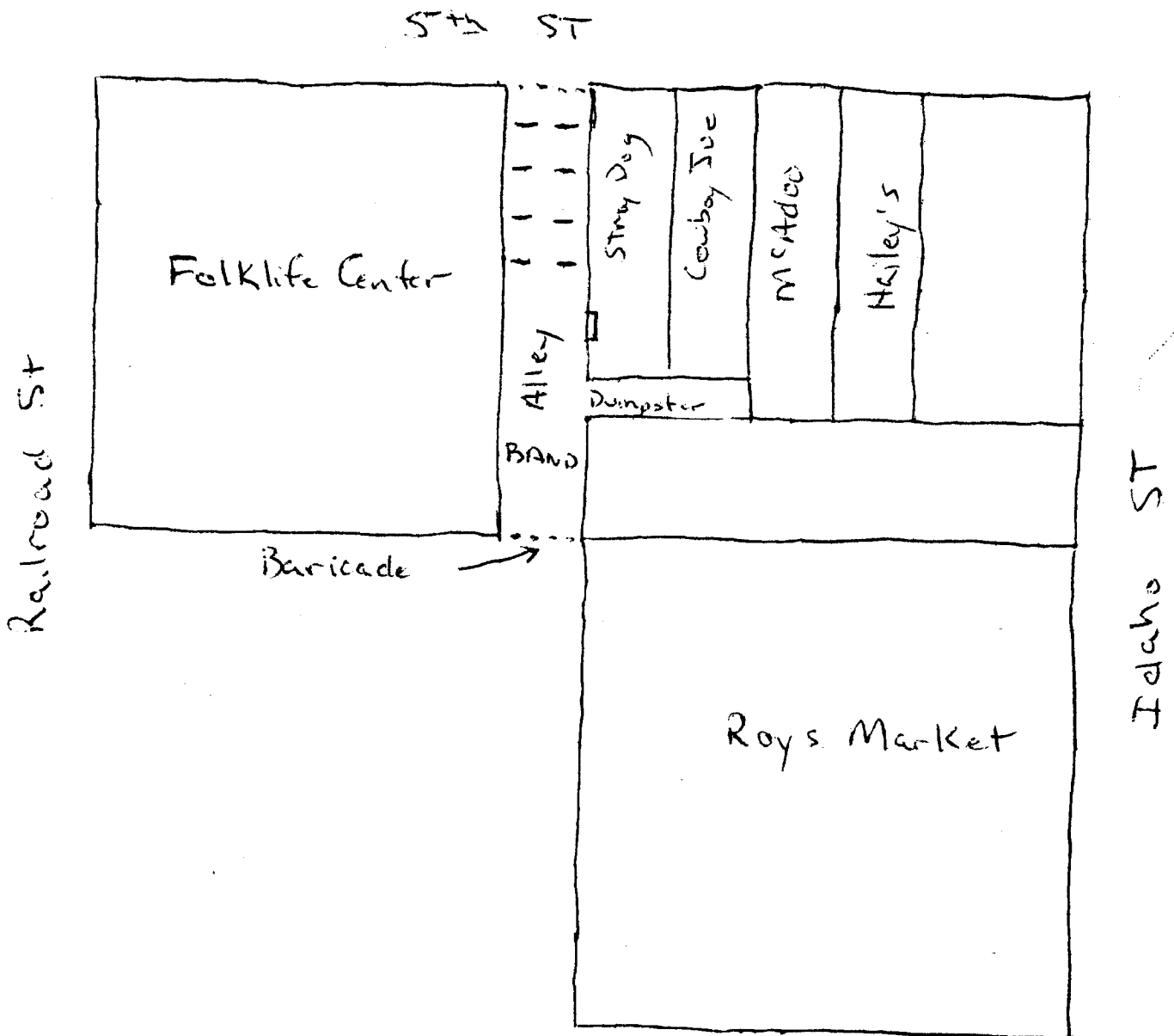
1) Western Folklife Center

2) Cowboy Joe's

3) McAdoo's

4) Hailey's

The image shows four horizontal lines, each with a handwritten signature. The first line has a signature that appears to be 'Deddy'. The second line has a signature that appears to be 'Paul Stinger'. The third line has a signature that appears to be 'James Os'. The fourth line has a signature that appears to be 'Kyle Ray'.



- Alley Between Folklife Center + Stray Dog
- Baricades both ends
- In Alley Band + Tables/Chairs

Businesses Affected : 1) Folklife Center 2) Rays 3) Cowboy Joe 4) McAdoo 5) Hailey

**Elko City Council
Agenda Action Sheet**

1. Title: **First reading of proposed Ordinance 844, an Ordinance deleting Title 7 Chapter 6 entitled "Recreational Vehicles" and creating Title 7, Chapter 6 entitled "Off-Highway Vehicles" and establishing rules for operation of off-highway vehicles within the municipal boundaries of the City of Elko, established routes for ingress and egress from the City of Elko to public and private lands where off-highway vehicle use is authorized, and establishing the penalties for violations, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 13, 2019**
3. Agenda Category: **ORDINANCE**
4. Time Required: **10 Minutes**
5. Background Information: **City Council initiated this ordinance on August 28, 2018, and directed Staff to form a workgroup consisting of City Staff and interested members of the public. The work group met several times. A public hearing was held on January 24, 2019 to garner further public input. The ordinance was tabled on 7/23/2019. KW**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required – No changes to the existing requirements are being made.**
8. Supplemental Agenda Information:
9. Recommended Motion: **Table this item.**
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review: **OHV Work Group, City Attorney**
12. Council Action:
13. Agenda Distribution: **perfjohn@msn.com
chrisjohnson@frontiernet.net
jsimpson@dps.state.nv.gov
bratliff@dot.nv.gov
morrisc@frontiernet.net
myerscharlie@ymail.com**

**Elko City Council
Agenda Action Sheet**

1. Title: **Consideration of a request from Mr. Manuel Basabe to adjust his City of Elko Utility Bill based upon his inability to submit "Verification of Non-Occupancy" forms due to medical incapacitation, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 13, 2019**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information: **A letter from Mr. Basabe has been included in the agenda packet for review. CC**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **A letter from Mr. Manuel Basabe**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Mr. Manuel Basabe
P.O. Box 1354
Elko, NV 89803-1354**

CITY OF ELKO UTILITY BILL
P.O. Box 511534 • L.A., CA 90051-8089

BASABE, MANUEL

217 DOUGLAS ST TR CT

DUE DATE	ACCOUNT NO.
07/16/2019	3229030-001

PAY THIS AMOUNT

\$747.00

AMOUNT PAID

CITY OF ELKO UTILITY BILL
P.O. Box 511534
LOS ANGELES, CA 90051-8089
(775) 777-7100 • (775) 777-7135
www.elkocity.com

RETURN
SERVICE
REQUESTED

Presorted
First Class Mail
US Postage Paid
Permit 1010
Orem, Utah

BILL DATE	DUE DATE	SERVICE ADDRESS
06/27/2019	07/16/2019	217 DOUGLAS ST TR CT

SERVICE	METER READING PREVIOUS	PRESENT	USAGE (thousands)	AMOUNT
Water				254.25
Sewer				463.95
Stormwater				9.00
Street Light				19.80
Previous Balance				0.00

Direct Pay amount will be processed on or about 07/10/2019

PLEASE RETURN THIS
STUB WITH PAYMENT

ACCOUNT
NUMBER 3229030-001

PAY THIS
AMOUNT **\$747.00**

Water restrictions are in effect until 9/15.
Even addresses water Sun Wed Fri.
Odd addresses water Tues Thurs Sat.
No watering between
10 a.m. and 6 p.m.

5029 *****SCH 5-DIGIT 89801 T2
BASABE, MANUEL
PO BOX 1354
ELKO NV 89803-1354



CITY OF ELKO UTILITY BILL
P.O. Box 511534 • L.A., CA 90051-8089

BASABE, MANUEL

235 DOUGLAS ST

DUE DATE	ACCOUNT NO.
07/16/2019	1876070-001

PAY THIS AMOUNT

\$83.00

AMOUNT PAID

CITY OF ELKO UTILITY BILL
P.O. Box 511534
LOS ANGELES, CA 90051-8089
(775) 777-7100 • (775) 777-7135
www.elkocity.com

RETURN
SERVICE
REQUESTED

Presorted
First Class Mail
US Postage Paid
Permit 1010
Orem, Utah

BILL DATE	DUE DATE	SERVICE ADDRESS
06/27/2019	07/16/2019	235 DOUGLAS ST

SERVICE	METER READING PREVIOUS	PRESENT	USAGE (thousands)	AMOUNT
Water				28.25
Sewer				51.55
Stormwater				1.00
Street Light				2.20
Previous Balance				0.00

Direct Pay amount will be processed on or about 07/10/2019

PLEASE RETURN THIS
STUB WITH PAYMENT

ACCOUNT
NUMBER 1876070-001

PAY THIS
AMOUNT **\$83.00**

Water restrictions are in effect until 9/15.
Even addresses water Sun Wed Fri.
Odd addresses water Tues Thurs Sat.
No watering between
10 a.m. and 6 p.m.

5028 *****SCH 5-DIGIT 89801 T2
BASABE, MANUEL
PO BOX 1354
ELKO NV 89803-1354



I, Manuel Basabe, I want to explain why I could not pay the water bill for the past two months. I got sick and I was taken to Elko Regional Hospital in May, for further questions please feel free to contact (775)738-5151 & from there I was taken to Highland Manner Home & again please feel free to contact them at (775)753-5500 to verify this information. For those reasons I was unable to fill out the vacancy paper work for the spaces I am not renting.

7-22-19

to whom it may concern,
I, Manuel Basabe I want to
explain why I could not pay the
water bill for the past two
months I got sick and I was taken
to Elko Regional Hospital in May
for further evaluation. I had
to contact (775) 738 5151
from there I was taken to
Highland Manor Home again
at (775) 753 5500 to contact them
for information. For these reasons
I was unable to fill out the
vacancy paper work for the space
I am not wanting.

Manuel Basabe

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to approve Curb, Gutter, and Sidewalk Waiver No. 2-19, filed by Andrew and Shannon Knudsen, which waives the requirement for curb and gutter on the south side of Mountain City Highway abutting the west half of APN 001-01E-040, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 13, 2019**
3. Agenda Category: **PETITION**
4. Time Required: **10 Minutes**
5. Background Information: **Per Elko City Code Section 8-21-3, public improvements are required on developed lots or parcels of land involving a change in building occupancy and use of land. The applicant is proposing an expansion of Sundance Mini-Storage onto a vacant portion of their property, which until recently, was a separate parcel. NDOT has reviewed the need for curb and gutter at this location and has determined that it is not needed to control drainage in this area. Staff recommends approval of the waiver for curb and gutter with sidewalk still being required. MR**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Staff Report, Application, Letter from NDOT**
9. Recommended Motion: **Approve Curb, Gutter, and Sidewalk Waiver No. 2-19 for the waiver of curb and gutter along Mountain City Highway abutting the west half of APN 001-01E040.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Nevada Department of Transportation, (NDOT)**
12. Council Action:
13. Agenda Distribution: **Andrew and Shannon Knudsen
181 W. Bullion Road, Unit 4
Elko, NV 89801**

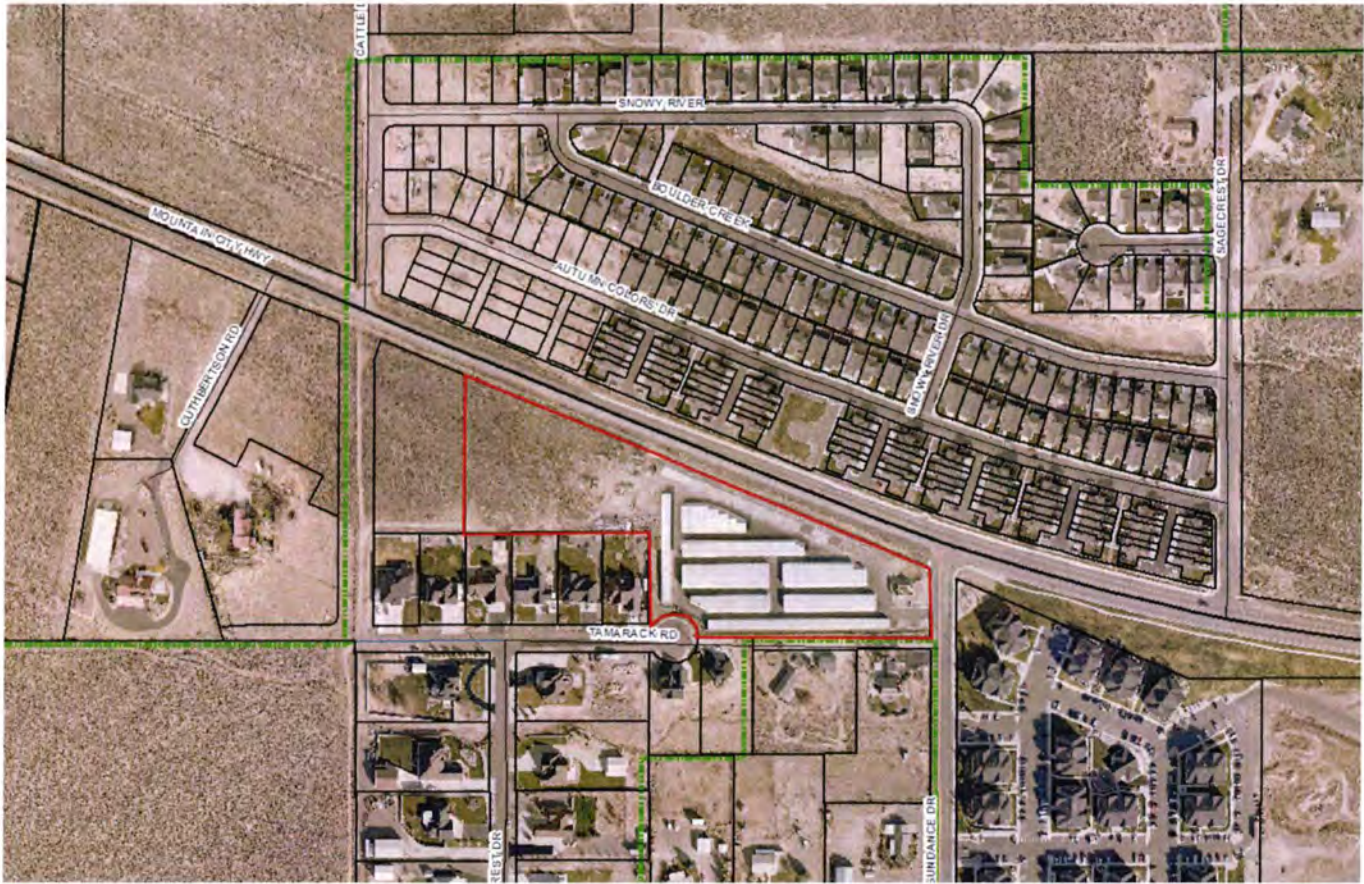


City of Elko
1751 College Avenue
Elko, NV 89801
(775) 777-7160
FAX (775) 777-7119

CITY OF ELKO STAFF REPORT

MEMO DATE: July 26, 2019
CITY COUNCIL DATE: August 13, 2019
APPLICATION NUMBER: CGS 2-19
APPLICANT: Andrew & Shannon Knudsen
PROJECT DESCRIPTION: Sundance Mini Storage (3701 Sundance Dr.)

A Waiver for curb and gutter for Mountain City Highway frontage, NDOT jurisdiction.



STAFF RECOMMENDATION:

RECOMMEND APPROVAL, subject to findings of fact, conditions, and waivers.

PROJECT INFORMATION

PARCEL NUMBER: 001-01E-040

PROPERTY SIZE: 6.76 Acres

EXISTING ZONING: C – General Commercial

MASTER PLAN DESIGNATION: (COMM-HWY) Highway Commercial

EXISTING LAND USE: Partially Developed

NEIGHBORHOOD CHARACTERISTICS:

- The property is surrounded by:
 - North: Commercial Transitional (CT) / Partially Developed
 - South: Residential Suburban (RS) and Agricultural-Residential (AR, County) / Developed
 - East: General Commercial (C) / Developed
 - West: Agricultural-Residential (AR, County) / Developed

The property is located at the southwest corner of Mountain City Highway and Sundance Drive.

PROPERTY CHARACTERISTICS:

Phase 1 of the mini-storage use is almost complete. Phase 2 is in the permitting process.
The property is generally flat with no unusual conditions.
The property fronts Mountain City Highway, which is under NDOT jurisdiction
The property is not in the floodway and flood zone.

APPLICABLE MASTER PLANS AND CITY CODE SECTIONS:

- City of Elko Master Plan-Land Use Component
- City of Elko Master Plan-Transportation Component
- City of Elko Section 8-21-3 – Sidewalk, Curb and Gutter Construction
- City of Elko Section 3-2-17 – Traffic, Access, Parking and Loading Regulations

BACKGROUND INFORMATION

- The property is located at the southwest corner of Mountain City Highway and Sundance Drive.
- The property is identified as APN 001-01E-040.
- The property is owned by the applicant.
- The property is not located in the Redevelopment Area

MASTER PLAN

Land Use

1. The Master Plan Land Use Atlas shows the area as General Commercial.

2. General Commercial is a corresponding zoning district for the General Commercial designation.
3. The listed Goal of the Land Use component states “Promote orderly, sustainable growth and efficient land use to improve quality of life and ensure new development meets the needs of all residents and visitors”.
4. Objective 4: Consider a mixed-use pattern of development for the downtown area, and for major centers and corridors, to ensure the area’s adaptability, longevity, and overall sustainability.
5. Objective 6: Encourage multiple scales of commercial development to serve the needs of the region, the community, and individual neighborhoods.
6. Objective 8: Ensure that new development does not negatively impact County-wide natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains etc., or pose a danger to human health and safety.

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

Transportation

1. The site will be accessed from Sundance Drive with frontage along Mountain City Highway.
2. Mountain City Highway is identified as a Principal Arterial.
3. Mountain City Highway is referred to as State Route 225 and is under NDOT jurisdiction. NDOT has provided documentation requesting the curb and gutter not be installed along the frontage of this parcel as they feel it is not necessary to accommodate the drainage.
4. Objective 1: Provide a balanced transportation system that accommodates vehicles, bicycles, and pedestrians, while being sensitive to, and supporting the adjacent land uses.
5. Objective 5: Implement and maintain a pavement management system and curb, gutter, and sidewalk construction/maintenance program to protect the investment in existing roads.

The proposed waiver is in conformance with the Transportation component of the Master Plan.

SECTION 8-21-3 SIDEWALK, CURB AND GUTTER CONSTRUCTION:

1. Sidewalks, curbs and gutters shall be required on all vacant lots or parcels of land which are hereafter developed; or upon lots or parcels of land which are merged or divided; or upon developed lots or parcels of land involving a change in building occupancy and use of land; or upon any lot or parcel of land with any building expansion or new construction involving the addition of gross floor area greater than four hundred (400) square feet; or upon a lot or parcel of land when a change of use results in a measurable increase in pedestrian or vehicular traffic; provided, however, that upon the request of the City Development Department or application by the property owner, or a tenant, lessee or contractor duly authorized to represent said property owner, and for cause shown, the City Council may waive all or part of the requirement for the installation of the above described improvements.

The letter from NDOT should be considered as evidence required to meet the request to waive requirements.

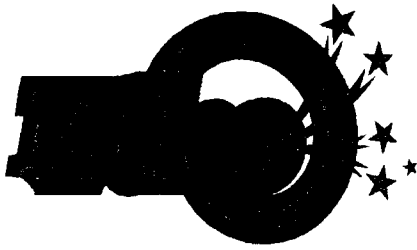
SECTION 3-2-17 TRAFFIC, ACCESS, PARKING AND LOADING REGULATIONS:

1. Civil Improvements Required: All civil improvements required pursuant to this code (to include, without limitation, title 8, chapter 18, "Public Improvement Standards", of this code) shall be completed on the full frontage of the lot, parcel or tract of real property prior to the granting of access to any city right of way or easement. Civil improvements shall be consistent with the public improvements identified in chapter 3 or 5 of this title whichever is applicable and satisfy all other requirements of this code. All civil improvements are to be approved by the city of Elko and constructed by a properly licensed contractor and certified by a properly licensed engineer.

With the installation of the sidewalk and the waiver for curb and gutter, the property would be in conformance with ECC 3-2-17.

STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of CGS 2-19 with waiver for curb and gutter only, sidewalk will still be installed.



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

(775) 777-7160 * (775) 777-7219 fax

APPLICATION TO WAIVE CURB, GUTTER AND SIDEWALK INSTALLATION

APPLICANT(s): Andrew & Shannon Knudsen
MAILING ADDRESS: 181 West Bullion Road Unit 4, Elko, NV 89801
PHONE NO. (Home) _____ (Business) (775) 397-5568
NAME OF PROPERTY OWNER (If different): Sundance Mini Storage, LP
(Property owner consent in writing must be provided.)
MAILING ADDRESS: same
ADDRESS AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):
3701 Sundance Drive, Elko, NV 89801
ASSESSOR PARCEL NO(S): 001-01E-040

FILING REQUIREMENTS:

Complete Application Form: In order to begin processing the application, an application form must be complete and signed. *Complete* applications are due at least two weeks before any City Council meeting.

Fee: A \$250.00 non-refundable filing fee.

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

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

RECEIVED

JUL 23 2019

1. APPLICANT requests a waiver of the requirement to install curb, gutter and sidewalk as described below:

Waiver of the curb and gutter on the Mountain City Highway (Nevada State Route 225)
frontage of Assessor's Parcel Number 001-01E-040.

2. Identify any special circumstances, features or conditions applying to the property or the surrounding area which warrant or justify the waiver (evidence that it is technically impractical to install curb, gutter and sidewalk because of circumstances beyond the reasonable control of the applicant):

The Nevada Department of Transportation (NDOT), which controls the Mountain City
Highway right-of-way at this location, has reviewed the need for curb & gutter at this location
and has determined that it is not needed to control drainage in this area. See the attached
letter from NDOT, regarding this matter.

3. Indicate how the granting of the waiver will not result in prejudice to other properties in the vicinity nor be detrimental to the public health, safety, and general welfare.

A portion of the property (Assessor's Parcel Number 001-01E-040) has received this
waiver and has already constructed the required improvements.

This area intentionally left blank,

By My Signature below:

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

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

☒ I acknowledge that submission of this application does not imply approval of this request by the City Planning Department or 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:

Andrew Knudsen
(Please print or type)

Mailing Address:


181 West Bullion Road, Unit 4
Street Address or P.O. Box

Elko, NV 89801
City, State, Zip Code

Phone Number: (775) 397-5568

Email address: knudsenandrew@hotmail.com

SIGNATURE:



OFFICE USE ONLY

File No.: 2-19 Date Filed: 7/23/19 Fee Paid: \$250 OK# 150168
High Desert Eng.



Steve Sisolak
Governor

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

DISTRICT III
1951 Idaho St
Elko, Nevada 89801
(775) 777-2700

Kristina Swallow, P.E., Director
In Reply Refer to:

July 10, 2019

RECEIVED

JUL 23 2019

City of Elko
Attn: Development Department
1751 College Ave
Elko, NV 89801

To Whom It May Concern:

This letter is regarding Mr. Knudsen's mini storage adjacent to SR 225 Mountain City Highway approximate mile post 29.5. The first phase of sidewalk was placed off NDOT right-of-way to avoid any cultural resources. It is understood that the second phase of sidewalk will carry on Mr. Knudsen's property and at this time not require curb and gutter in NDOT right-of-way. In the event circumstances should change and facilities to be constructed in NDOT right-of-way, the appropriate permitting process should ensue.

If you have any questions or need more information, please do not hesitate to contact the Right of Way office at (775) 777-2700.

Sincerely,


Boyd Ratliff, P.E.
Elko District Engineer

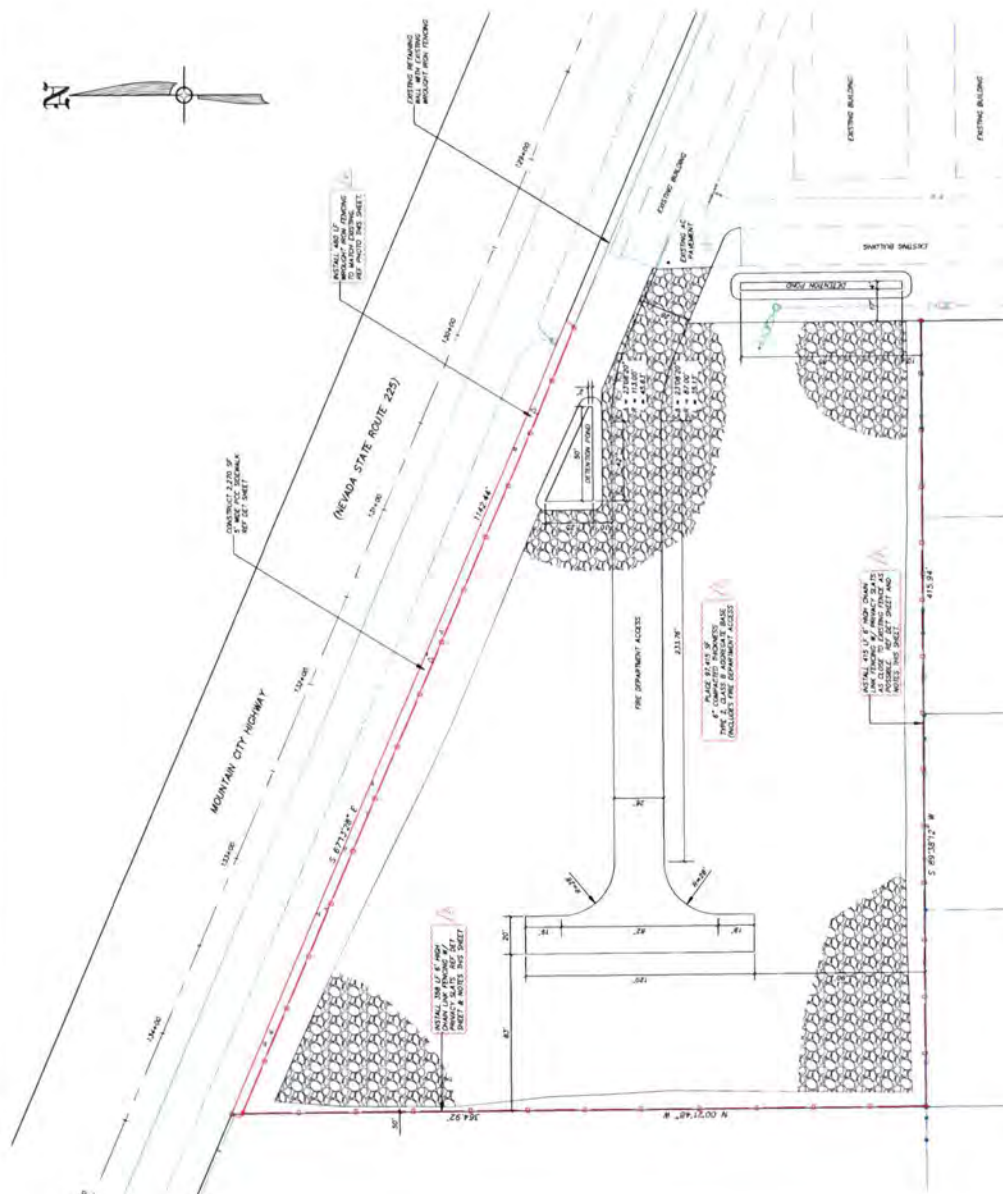
BR: rmm

cc: File

1. LOCATIONS OF EXISTING UTILITIES ARE TO BE CONSIDERED APPROXIMATE, BASED ON CITY OF ELK AND UTILITY COMPANY RECORDS.
2. CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES TO DETERMINE EXACT LOCATION OF EXISTING UTILITIES.
3. GRADE SURFACES TO CONSIST OF 6" PAV. 2 CLASS B, AGGREGATE BASE.
4. CHAIN LANE FINISHES TO CONSIST OF 3/4" ASPHALT FINISHES AS MANUFACTURED BY APPACHAWA OF SMITHFIELD, UTAH OR APPROXIMATELY EQUAL. GALVANIZED CHAIN LANE WITH 1/2" RIBS OF GRAY S/LT.



TYPICAL WROUGHT IRON FENCE



SITE PLAN



**Elko City Council
Agenda Action Sheet**

1. Title: **Second reading, public hearing, and possible adoption of Ordinance No. 842, an ordinance amending Title 3, Chapter 2, of the Elko City Code "GENERAL ZONING ORDINANCE" specifically Section 3-2-3 General Provisions, filed and processed as Zoning Ordinance Amendment No. 1-19, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 13, 2019**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **The Planning Commission held a public hearing on July 2, 2019, and took action to forward a recommendation to Council to adopt an ordinance, which approves the zoning ordinance amendment. City Council held the first reading of Ordinance No. 842 on July 23, 2019 and set the matter for second reading and public hearing. 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: **Ordinance and P.C. Action Report**
9. Recommended Motion: **Conduct second reading, public hearing and adopt Ordinance No. 842**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission, City Attorney**
12. Council Action:
13. Agenda Distribution:

**CITY OF ELKO
ORDINANCE NO. 842**

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, SECTION 3 OF THE ELKO
CITY CODE ENTITLED "GENERAL PROVISIONS" HEREBY ADDING A
REFERENCE TO CURB GUTTER AND SIDEWALK REQUIREMENTS SET FORTH
IN TITLE 8 PUBLIC WAYS AND PROPERTY**

WHEREAS, the City of Elko desires to amend portions of the City Code pertaining to curb, gutter and sidewalks in order to further promote orderly growth and development, and to protect the interest, health, safety and general welfare of the public; and

WHEREAS, the City of Elko has determined that the proposed amendments further those goals; and

WHEREAS, the City of Elko desires to amend Title 3, Chapter 2, Section 3 of the Elko Code, and has followed all procedural requirements and legal noticing required per City Code and N.R.S.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELKO, NEVADA

For amendment purposes, words which are bold and underlined are additions to the Code and words which are bold and lined through are deletions from the Code.

SECTION 1. Title 3, Chapter 2, Section 3 of the Elko City Code is hereby amended to read as follows:

3-2-3: GENERAL PROVISIONS:

- A. Interpretation: In their interpretation and application, the provisions of this chapter shall be held to be minimum requirements, shall be liberally construed in favor of the ~~city~~City, and shall not be deemed a limitation or repeal of any other power granted by the Nevada Revised Statutes.
- B. Street, ~~And~~ Utility and Other Public Improvement Requirements: The following restrictions shall apply:
 - 1. Generally, all lots shall abut and access a public street connecting with the public street system in order to provide for orderly growth, vehicular circulation and to ensure accessibility to utilities and emergency services. A condominium or townhome project shall be considered one lot for purposes of this specific requirement.
 - 2. Lots may abut and access a private street connecting with the public street system in the following circumstances:

- a. Within a PC (planned commercial) district in conformance with an approved concept development plan.
 - b. Within an IBP (industrial business park) district in conformance with an approved concept development plan.
 - c. Within a PUD (planned unit development) district in conformance with an approved site development plan.
 - d. Within an RMH (residential mobile home) district in conformance with an approved site development plan.
 - e. For residential, commercial or industrial developments involving four (4) or fewer lots and where the length of the private street, from the nearest public street to the lot being accessed, does not exceed six hundred eighty feet (680').
- 3. Building permits may be issued for lots which abut undedicated portions of a partly dedicated public street.
 - 4. A building permit shall not be issued for any lot for which city public sewerage and water supply is not available, unless the city council grants a waiver of the mandatory connection to public sewer requirement pursuant to subsection 9-5-61B of this code.
 - 5. All utilities shall be placed underground, except for lots of record.
 - 6. Public street and utility construction and installation is required across the full frontage of property at time of development.

7. Requirements for sidewalk, curb and gutter construction may be applicable as set forth in Elko City Code Section 8-21-3.

C. Use Restrictions: The following use restrictions shall apply:

- 1. Principal Uses: Only those uses and groups of uses specifically designated as "principal uses permitted" in zoning district regulations shall be permitted as principal uses; all other uses shall be prohibited as principal uses.
- 2. Conditional Uses: Certain specified uses designated as "conditional uses permitted" may be permitted as principal uses subject to special conditions of location, design, construction, operation and maintenance hereinafter specified in this chapter or imposed by the planning commission or city council.
- 3. Accessory Uses: Uses normally accessory and incidental to permitted principal or conditional uses may be permitted as hereinafter specified.
- 4. Unspecified Uses: The listing of groups of permitted uses is intended to establish the character of uses to be permitted, but not to include each and every use which may be

permitted. Unspecified uses may be imposed by the planning commission upon evidence and determination that such uses are closely similar in character to and not typically more objectionable than other uses actually listed as permitted.

5. Temporary Uses: Certain temporary uses such as interim administrative and sales offices, sales offices for mobile and manufactured homes, model home sales complex for residential subdivisions, materials storage, mixing, assembly, manufacturing of a portable nature and similar uses determined to be functionally comparable, and, as specified in this paragraph, temporary emergency shelters, temporary camping and temporary campgrounds may be permitted by temporary use permit.
 - a. "Temporary emergency shelters" are defined as enclosed and unenclosed locations, to include structures and portions of structures, used for temporary occupancy by individuals and families who are homeless or who cannot occupy their homes due to lack of utilities or other causes. Temporary emergency shelters may be permitted, but only within C (General Commercial), LI (Light Industrial) and GI (General Industrial) Zoning Districts.
 - b. "Temporary Camping" means to use real property owned or occupied by another person for living accommodation purposes for a limited period of time outside of a structure that is affixed to the ground, to include uses such as, without limitation, the following when done in connection with outdoor living: (1) overnight sleeping activities or making preparations to sleep overnight outside of a motor vehicle, recreational vehicle or trailer, such as the laying down of bedding on the ground for the purpose of sleeping overnight; (2) storing personal belongings outside of a structure in connection with overnight sleeping activities; (3) cooking outdoors or making a fire for the purpose of cooking food outdoors as approved by the city in the temporary use permit; or (4) using any tent, shelter or other mobile structure for sleeping overnight. "Camping" does not include using a motor vehicle, recreational vehicle or trailer as long-term shelter, for living accommodation purposes, or for the purpose of storage of belongings.
 - c. "Temporary Campground" means a designated area where people may, with permission from the owner or occupier of the land, engage in camping for a limited period of time and that may or may not have toilets, showers and/or other amenities for campers to use.
 - d. Temporary Camping and Temporary Campgrounds may be permitted as temporary uses, but only within LI (Light Industrial) and GI (General Industrial) Zoning Districts.
 - e. For purposes of this section, "overnight" is defined as the period from one-half hour after sunset to sunrise.
 - f. For purposes of this section, "living accommodation purposes" is defined as

uses and activities needed for or directly connected with the use of land for engaging in life-sustaining activities.

- g. The temporary use permit process for camping and campgrounds shall be subject to the following public hearing process: the city shall set a time and place for the public hearing before the planning commission on the application and the city shall send, by mail, notice of the time and place and purpose of the planning commission hearing, at least ten (10) days before the hearing, to the owners of property within three hundred feet (300') of the exterior limits of the property involved, as shown by the latest assessment rolls of the city. Notice by mail to the last known address of the real property owners, as shown by the Assessor's records, shall be sufficient. Legal notice shall be placed in a newspaper of general circulation within the city at least ten (10) days prior to the date of the public hearing. Applications for temporary use permits must be filed at least twenty-one (21) days before the planning commission hearing.
 - h. Temporary use permits may be subject to such special conditions as may be imposed by the planning commission related to time frame, location, nature and character of the use and extent of ~~on-site~~ on-site improvements. Application for a temporary use permit shall be filed with the planning department on a form provided for such purpose and shall include payment of a filing fee in an amount established by resolution of the city council.
- 6. Site Plan Review: Certain uses, structures, activities or uses requiring planning commission review or determination, inclusive of public buildings, public structures or other public developments such as parks, except those submitted as part of an application for a conditional use permit or temporary use permit, may be permitted upon formal review by the planning commission. The scope of the planning commission's review shall be limited to location, character and extent of improvements thereof, and shall be subject to such special conditions, relative to the defined scope of review, as may be imposed by the planning commission. Application for site plan review shall be filed with the planning department on a form provided for such purpose and shall include payment of a filing fee in an amount established by resolution of the city council.
- D. Site Unsuitability: No land may be used or structure erected where the land is held by the planning commission to be unsuitable for such use or structure by reason of flooding, concentrated runoff, inadequate drainage, adverse soil or rock formation, extreme topography, low bearing strength, erosion susceptibility, or any other features likely to be harmful to the health, safety and general welfare of the community. The planning commission, in applying the provisions of this section, shall state in writing the particular facts upon which its conclusions are based. The applicant shall have the right to present evidence contesting such determination to the city council if he or she so desires, whereupon the city council may affirm, modify or withdraw the determination of unsuitability.

- E. Reduction ~~Or~~ or Joint Use: No lot, yard, parking or loading area, building area, or other space, nor any part thereof, hereinafter required about or in connection with any building, shall be included as part of a yard area or space required for any other building, nor shall any yard or lot existing on the effective date hereof be reduced in dimension or area below the minimum requirements set forth in this title.
- F. Building Height Regulations: No building shall exceed the heights allowed in the current city of Elko airport master plan.
- G. Projections ~~Into~~ into Required Yards; Residential Districts:
1. Awnings, open fire balconies, fire escape stairs, window type refrigeration units not exceeding one and one-half (1 1/2) tons or one and one-half (1 1/2) horsepower rating, suspended or roof evaporative coolers, and forced air furnaces, may project not more than five feet (5') over any required yard; provided, that they shall be no closer than two feet (2') to any lot line.
 2. Cornices and eaves may project over any required yard, provided, that they shall be no closer than two feet (2') to any lot line.
 3. Sills, belt courses and similar ornamental features may project not more than six inches (6") over or into any required yard.
 4. Unroofed terraces, patios, steps or similar features may project into any required yard; provided, that projections into required front yards shall not exceed ten feet (10'). Roofed or covered terraces, patios, steps or similar features may project into the required rear yard no closer than ten feet (10') to the rear lot line, provided two (2) sides of the covered feature remain open.
 5. Fireplaces may be allowed to encroach into required yards no closer than two feet (2') to any lot line.
 6. Carports may be allowed to encroach into required side yards; provided, that two (2) sides of the carport remain open, that no portion of the carport structure be closer than three feet (3') to any side lot line, and all drainage from the roof of the structure shall be onto the property itself.
- H. Exterior Lighting: All lighting for advertising off street parking or loading areas, or for the external illumination of buildings, shall be directed away from and shielded from any adjacent residential district and shall not detract from driver visibility on adjacent streets or highways, interfere with or cause driver confusion regarding traffic control devices, interfere with driver vision or create other traffic hazards.
- I. Essential Services Permitted: Nothing in this chapter shall prevent the location, erection, construction, alteration or maintenance by a public utility of any "essential services", as herein defined.

J. Required Screen Walls: Under certain conditions, the planning commission may recommend that the city council require screen walls to separate incompatible uses; e.g., separation of abutting or industrial uses and residential uses. Such wall shall be constructed by the developer and approved by the city engineer or planning commission.

K. Nonrequired Fences, Walls ~~And~~ and Hedges:

1. No fence, wall, tree, shrub or hedge may be allowed which would obstruct vision at street intersections in any residential district.
2. No fence or wall shall contain barbed wire, concertina razor wire, electrical current or charge of electricity, broken glass, or similar hazardous materials or devices; provided, however, that fences enclosing storage areas in industrial or commercial districts may use barbed wire extension arms on chainlink fences six feet (6') or higher, or may use concertina razor wire extension arms on chainlink fences seven feet (7') or higher. In addition, fences enclosing storage areas in industrial or commercial districts may use concertina razor wire extension arms on chainlink fences between six feet (6') and seven feet (7') in height so long as the concertina razor wire extension arm does not protrude more than six inches (6") out from the exterior vertical extension of the chainlink fence.
3. No nonbuilding wall or fence in any residential district shall exceed six feet (6') in height without a building permit.

L. Trash Enclosures: A permanent enclosure for temporary storage of garbage, refuse and other waste materials shall be provided for every use other than single-family dwellings in every zoning district, except where an approved mechanically loaded steel bin is used for the purpose, or where a property is entirely surrounded by screen walls or buildings. Trash enclosures shall be so constructed that contents are not visible from a height of five feet (5') above grade on any abutting street or property.

M. Swimming Pools: Swimming pools, whether private, public or commercial, shall comply with the laws, rules and regulations of the city and state.

N. Signs: The provisions of the sign code as set forth in chapter 9 of this title shall apply.

O. Building ~~And~~ and Electrical Codes: In all construction hereafter made within the city, the same shall be in accordance with title 2, chapters 2 and 6 of this code, and all other applicable provisions of this code.

P. Mobile Homes: Mobile homes are hereby expressly prohibited for living purposes outside the RMH district, except as stated in other chapters of this title. All requirements of chapter 5 of this title and all other applicable provisions of this code shall be adhered to with respect to standards for the RMH district.

Q. Manufactured Homes: Notwithstanding any other provisions in this code, manufactured homes are hereby recognized as a "principal permitted use" in all zoning districts which

recognize single-family dwellings as a "principal permitted use", provided all of the following standards are complied with:

1. The manufactured home shall be placed on a foundation permanently affixed to the residential lot and qualify and constitute real property, as established by Nevada Revised Statutes chapter 361.
 2. The manufactured home shall be manufactured within the five (5) years immediately preceding the date on which it is affixed to the residential lot.
 3. The manufactured home shall utilize exterior siding consisting of or giving the appearance of stucco, masonry, wood, metal or vinyl and affixed to the dwelling unit in a continuous horizontal or vertical pattern similar in color, material and appearance to the exterior siding used on other single-family dwellings in the immediate vicinity.
 4. The manufactured home shall utilize roofing materials consisting of asphalt shingles or equivalent roofing materials of comparable quality, similar in color, material and appearance to the roofing used on other single-family dwellings in the immediate vicinity. The manufactured home shall utilize a full height roof element with a minimum pitch of three to twelve (3:12). The roof element shall include a minimum overhang or projecting eave of twelve inches (12").
 5. The manufactured home shall be multisectioned (doublewide or larger) with a minimum width or minimum depth of ~~twenty-four~~twenty-four feet (24').
 6. The manufactured home shall consist of at least one thousand two hundred (1,200) square feet of living area. A waiver can be filed and may be granted for a reduction of the living area based on the size or configuration of the lot or the square footage of single-family residential dwellings in the immediate vicinity, in accordance with site plan review procedures pursuant to subsection C6 of this section.
 7. Any elevated foundations shall be masked architecturally in a manner to blend and harmonize with exterior siding materials utilized on the manufactured home.
 8. As provided in Nevada Revised Statutes, the provisions of this section do not abrogate recorded restrictive covenants prohibiting manufactured homes, nor do the provisions apply within the boundaries of a historic district established pursuant to Nevada Revised Statutes section 384.005 or 384.100. An application to place a manufactured home on a residential lot pursuant to this section constitutes an attestation by the owner of the lot that the placement complies with all covenants, conditions and restrictions placed on the lot and that the lot is not located within a historic district.
- R. Minimum Distance Between Residential Establishments: A minimum distance of at least one thousand three hundred twenty feet (1,320') shall be required between residential establishments. A residential establishment is defined in Nevada Revised Statutes section 278.02384 as:

"Residential establishment means (1) a home for individual residential care in a community whose population is 100,000 or more, (2) a halfway house for recovering alcohol and drug abusers or (3) a residential facility for groups".

1. The definition of "individual residential care" is not applicable as the population of Elko County is less than one hundred thousand (100,000).

2. "Halfway house for recovering alcohol and drug abusers" is defined in Nevada Revised Statutes section 449.008 as:

"Halfway house for recovering alcohol and drug abusers means a residence that provides housing and a living environment for alcohol and drug abusers and is operated to facilitate their reintegration into the community, but does not provide treatment for alcohol or drug abuse. The term does not include a facility for the treatment of abuse of alcohol or drugs as defined in Nevada Revised Statutes section 449.00455".

3. "Residential facility for groups" is defined in Nevada Revised Statutes section 449.017 as:

"Except as otherwise provided in subsection 2, residential facility for groups means an establishment that furnishes food, shelter assistance and limited supervision to an aged, infirm, mentally retarded or handicapped person. The term does include:

- a. An establishment which provides care only during the day;
- b. A natural person who provides care for no more than two (2) persons in his own home;
- c. A natural person who provides care for one or more persons related to him within the third degree of consanguinity or affinity;
- d. A halfway house for alcohol and drug abusers; or
- e. A facility funded by a division or program of the department of human resources."

S. ~~As~~ As-Built Drawing: Except for the new construction of a single-family dwelling, prior to the issuance of a certificate of occupancy for any new construction, the applicant must submit to the city a complete and accurate as built drawing with survey data on the Elko grid (NAD 83 Nevada east zone ground elevation). The as built drawing must be submitted electronically in AutoCAD format and must be accompanied by a wet stamped and signed paper copy by the professional of record for the project. As used herein, the term "as built drawing" means a drawing that accurately depicts the locations of all improvements on the parcel or lot containing the new construction and any associated utilities or other public improvements constructed on other properties, which drawing shall, without limitation, include the structure(s) and all associated utilities and other public improvements.

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

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

SECTION 4. Upon adoption, the City Clerk of the City of Elko is hereby directed to have this ordinance published by title only, together with the Councilpersons voting for or against its passage in a newspaper of general circulation within the time established by law, for at least one publication.

SECTION 5. This ordinance shall be effective upon the publication mentioned, unless otherwise stated.

PASSED AND ADOPTED this --th day of ---, 2019 by the following vote of the Elko City Council.

VOTE:

AYES:

NAYES:

ABSENT:

ABSTAIN:

CITY OF ELKO

By: _____
REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk



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 July 2, 2019

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on July 2, 2019 under Public Hearing format, in accordance with notification requirements contained in Section 3-2-21(B)(1) of the City Code:

Zoning Ordinance Amendment 1-19, Ordinance No. 842, an amendment to the City Zoning Ordinance, specifically Section 3-2-3 General Provisions, and matters related thereto. FOR POSSIBLE ACTION

NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwarded a recommendation to City Council to adopt an ordinance, which approves Zoning Ordinance Amendment No. 1-19, specifically Section 3-2-3.

Scott Wilkinson, Assistant City Manager

Attest:

Shelby Archuleta, Planning Technician

CC: Applicant
Kelly Wooldridge, City Clerk