



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, September 24, 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, September 19, 2019 at 8:30 a.m.

ELKO COUNTY COURTHOUSE

571 Idaho Street, Elko, NV 89801

Date/Time Posted: Thursday, September 19, 2019 at 8:40 a.m.

ELKO POLICE DEPARTMENT

1448 Silver, Elko NV 89801

Date/Time Posted: Thursday, September 19, 2019 at 8:50 a.m.

ELKO COUNTY LIBRARY

720 Court Street, Elko, NV 89801

Date/Time Posted: Thursday, September 19, 2019 at 9:00 a.m.

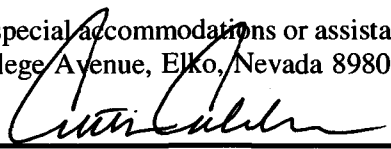
Posted by: <u>Kim Wilkinson</u>	<u>Administrative Assistant</u>	<u></u>
Name	Title	Signature

The public may contact Curtis Calder by phone at (775)777-7110 or email at ccalder@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 19th day of September, 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, City Manager
Elko, Nevada

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.D.S.T., TUESDAY, SEPTEMBER 24, 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: September 10, 2019 **Regular Session**

I. PERSONNEL

A. Employee Introductions:

- 1) Shane Fertig, Landfill Superintendent, Public Works
- 2) Justin Alanis, Facilities Superintendent, Public Works

II. APPROPRIATIONS

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

B. Review, consideration and possible final acceptance of the Public Works Department Preventive Maintenance Project 2019 to apply Micro Slurry Seal to select City streets, and matters related thereto. **FOR POSSIBLE ACTION**

At their June 11, 2019, meeting, the City Council awarded the bid for the Preventive Maintenance Project 2019 to Sierra Nevada Construction in the amount of \$404,007.00. As allowed in the contract, the City of Elko increased the amount of work by 52,083.30 square yards. Sierra Nevada Construction has satisfactorily completed the work. DS

- C. Review, discussion, and possible approval for the Fire Department Interagency Cooperative Agreement with the Bureau of Land Management, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko Fire Department is seeking approval of the Interagency Cooperative Agreement between the City of Elko Fire Department and the Bureau of Land Management. This agreement would last for a term of 5 years and both parties have accepted the agreement as written. JS

III. UNFINISHED BUSINESS

- A. Status update on the Public Nuisance complaint regarding 403 Pine Street, and matters related thereto. **INFORMATION ITEM ONLY – NON ACTION ITEM**
CC

Due to a fire at 403 Pine Street, the structure has been inspected and red-tagged by the City Building Department. Since that time, the property owner has done little to mitigate the attractive nuisance, resulting in several complaints from neighbors and calls for service to the City of Elko Police Department. At this time, the City Staff has verified the public nuisance and has reported findings to the City Attorney's office for further action. Additionally, notice has been served to the property owner regarding a public hearing scheduled for October 22, 2019. CC

IV. NEW BUSINESS

- A. Review and possible approval of the First Amendment to the Lease Agreement between the City of Elko and Elko Leasing Company, changing Article 1, the term of lease from 10 years to 20 years, Article II, Feasibility, deleted in its entirety, Article VII, Paragraph B, deleted in its entirety, and replaced with clarifying language to extent of the Lessors maintenance responsibilities, and matters related thereto. **FOR POSSIBLE ACTION**

City Council approved a Lease Agreement between the City and Elko Leasing Company on January 8, 2019. The lease Agreement was executed on January 9, 2019. Elko leasing Company has requested an amendment changing the term of lease from 10 years to 20 years. Additionally, Staff has proposed deleting Article II in its entirety. As a feasibility period is no longer required, and revision to paragraph B under Article VII clarifying that the lessor is not responsible to maintain any leased areas within the parking lot. JF

- B. Review and possible approval of a Communication Facilities Lease Agreement between the Elko Television District and White Cloud Networks, Nevada, allowing for the installation and operation of communications equipment located in the Airport Fiber Shelter, and matters related thereto. **FOR POSSIBLE ACTION**

The current lease agreement between the City of Elko/Elko Regional Airport and the Elko Television District allows subletting, with the approval of the City of Elko. A copy of the proposed Agreement is enclosed in the agenda packet for review. JF

- C. Review, consideration and possible approval of a Hangar (D-8) Lease Agreement with R. Jeff Williams, and matters related thereto. **FOR POSSIBLE ACTION**

Mr. R. Jeff Williams recently purchased Hangar D-8 from Leslie Olmstead and a new Lease Agreement needs to be completed with Mr. Williams. Additionally, airport ground leases of less than one-half an acre are no longer subject to appraisal/auction process for cities whose population is less than 25,000 (NRS 496.80) JF

- D. Review, consideration, and possible approval to sell a portion of APN 001-610-075, approximately .37 acres, pursuant to NRS 268.061 or NRS 268.062, city owned property located adjacent to the soccer field and east parking lot of Mountain View Park, and authorization to Staff to obtain the required appraisal, and matters related thereto. **FOR POSSIBLE ACTION**

Staff has received a request from Koinonia Development LP. to purchase a narrow strip of city owned property adjacent to property they purchased along North 5th Street. The property lies on the sloped area above the soccer fields and parking lot of Mountain View Park and currently is undeveloped. The Parks and Recreation Board reviewed this request at their July 18, 2019 meeting and recommended the City Council approve the land sale with a condition that the funds received go back to the Recreation fund or are applied to a future park project.

NRS 268.061 1. (e) allows the governing body to sell property owned by the City to any person(s) who owns property adjacent to such property without offering it to the public if the governing body determines, by resolution, that the sale will be in the best interest of the City, and the property is a parcel that is too small to establish an economically viable use by anyone else.

NRS 268.062 allows for the sale of any real property at auction after adopting a resolution declaring its intention to sell the property at auction.

City Council must determine if the property is economically viable to anyone other than the adjacent property owner. CL

- E. Review, consideration, and possible approval of Revocable Permit 1-19, filed by Northern Nevada Asset Holdings, LLC to occupy a portion of the City of Elko Silver Street Right-of-Way, to accommodate installation of a grease interceptor, and matters related thereto. **FOR POSSIBLE ACTION**

Northern Nevada Asset Holdings, LLC has applied for a building permit for the Old Chicago Pizzeria. The project would include installation of a new grease interceptor and the only possible location outside the building would be within the Right-of-Way. City Code requires they have a Revocable Permit to Occupy the Right-of-Way. CL

- F. Review, consideration, and possible action to vacate up to 2.5' of the southeasterly portion of Commercial Street between 5th and 6th Street involving 8 properties, filed by City of Elko and processed as individual Vacations 4-19 through 11-19, and matters related thereto. **FOR POSSIBLE ACTION**

A recent survey has been submitted to the City of Elko showing an encroachment of their building into Commercial Street Right-of-Way. Further surveying has determined that most of the 600 block has encroachments into the Commercial Street Right-of-Way and therefore the City of Elko is the applicant for the vacation.
CL

V. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Ratification of the Police Chief issuing a 60-day Temporary Packaged Liquor License and issue a Regular Packaged Liquor License, to Noel Aguirre, DBA La Unica Market, L.L.C., located at 524 Front Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

VI. REPORTS

- A. Mayor and City Council
- B. City Manager – Absent (attending Nevada League of Cities Conference)
- C. Assistant City Manager – Elko Mural Expo; Special Meeting September 27, 2019
- D. Utilities Director
- E. Public Works
- F. Airport Manager – AIP Project Update
- G. City Attorney
- H. Fire Chief
- I. Police Chief
- J. City Clerk - Absent (attending Nevada League of Cities Conference)
- K. City Planner
- L. Development Manager
- M. Parks and Recreation Director – Sports Complex Project Update
- N. Civil Engineer
- O. Building Official

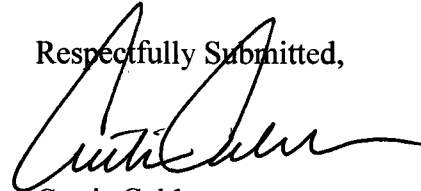
COMMENTS BY THE GENERAL PUBLIC

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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,

A handwritten signature in black ink, appearing to read 'Curtis Calder', written over the printed name.

Curtis Calder
City Manager

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

SS September 10, 2019

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, September 10, 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 Schmidlein
 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
 Cathy Laughlin, City Planner
 Jim Foster, Airport Manager
 Mike Hess, Landfill Superintendent
 James Wiley, Parks and Recreation Director
 Pete Dondero, Golf Course Superintendent
 Matt Griego, Fire Chief
 Jack Snyder, Deputy Fire Chief
 John Holmes, Fire Marshal
 Ben Reed Jr., Police Chief
 Ty Trouten, Police Captain
 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**

There were no public comments.

APPROVAL OF MINUTES: August 27, 2019

Regular Session

The minutes were approved by general consent.

I. PRESENTATIONS

- A. Presentation of a Retirement Plaque to Mike Hess, Landfill Superintendent, for his thirty one years of service to the City of Elko, and matters related thereto. **INFORMATION ITEM ONLY – NON ACTION ITEM**

Dennis Strickland, Public Works Director, spoke fondly of working with Mike Hess. He has done great things at the Landfill and he will be greatly missed.

Mayor Keener presented Mike Hess with a plaque in recognition of his dedication and 31 years of service with the City of Elko.

Mike Hess, Landfill Superintendent, said he has seen a lot of changes and the City has grown. There are good people at the landfill that will continue to take care of everything.

- B. Presentation of a Retirement Plaque to Robert Spencer, Facilities Maintenance Superintendent, and his seven years of service to the City of Elko, and matters related thereto. **INFORMATION ITEM ONLY – NON ACTION ITEM**

Mayor Keener said that Robert Spencer brought the HVAC component of his job to a new level.

Dennis Strickland, Public Works Director, said Mr. Spencer has improved the traffic signal system and he will be missed.

Mayor Keener presented Robert Spencer with a plaque in recognition of his dedication and 7 years of service.

Robert Spencer, Facilities Supervisor, said he has over 30 years in PERS. He appreciates the opportunities he has been given and hopes he left everything in good shape.

- C. Reading of a Proclamation by the Mayor recognizing the week of September 8th – 14th as “Suicide Prevention Week,” and matters related thereto. **INFORMATION ITEM ONLY – NON ACTION ITEM**

Mayor Keener read the proclamation.

Wendy Charlebois, Zero Suicide Elko County, said her son took his life the day of the Lamoille Fire (September 30, 2018). She is a social worker and a member of Zero Suicide Elko County, working to prevent suicide. They meet the second Monday of every month. Today is World

Suicide Prevention Day. There is a Walk this Saturday starting at the Main City Park Hospice Rose Garden beginning at 8:00 a.m.

Colleen Piacitelli, Secretary for Zero Suicide Elko County, became involved due to a personal experience. She urged everyone to talk about suicide prevention because suicide is not a solution.

- D. Review, consideration, and possible acceptance of a Water Rate Study by Farr West Engineering, and matters related thereto. **FOR POSSIBLE ACTION**

The last increase to the monthly water Flat Rate User Fee as well as the monthly Water Meter Fee was in 2007. Expenses have exceeded revenues the past three years resulting in the need for a water rate increase. Farr West Engineering was hired to perform a Water Rate Study to determine the rate increase needed to cover expenses as well as improve equitability between different customer service sizes and types. RL

Brent Farr, Farr West Engineering, said he does a lot of water rate work around the State. Water rates have not increased since 2007 and there needs to be significant changes and increases. He explained their findings (included in packet and Exhibit "A").

Councilman Schmidtlein pointed out that there will be additional increases in future years.

Mr. Farr said his spreadsheets only show the current impact and future years will have more of an increase.

Mayor Keener asked if they looked at expenses or just rates in other Nevada cities.

Mr. Farr answered they have just looked at rate studies.

Mayor Keener wondered if there were many opportunities for cutting expenses.

Mr. Limberg said when Curtis and he first looked at the budget, they went off some higher numbers originally. The newly refined numbers are based on the approved budget for this year. We believe the numbers in budget are realistic numbers to shoot for.

Will Moschetti, 312 Oak Street, expressed concerns that his water bill would be increasing more than anyone else's (three times more) because he had a larger tap put in to increase his water pressure back in the 1980's. He doesn't use excessive water and he doesn't feel that is fair.

Mr. Limberg explained the water meter grant program and explained that Mr. Moschetti could have one installed and possibly lower his monthly water bill.

After more discussion, Mr. Limberg explained this study was to help them meet their revenue requirements and matching expenses, but they also wanted to make this more equitable for the users. This proposal isn't perfect but it brings us closer to being equitable.

Mayor Keener said he felt this rate increase was the right thing to do.

**** A motion was made by Councilman Schmidtlein, seconded by Councilwoman Simons, to accept the Water Rate Study and recommend a rate increase, and direct staff to proceed with the business impact statement process. The new rate shall become effective January 1, 2020.**

The motion passed unanimously. (5-0)

II. PERSONNEL

A. Employee Introductions:

- 1.) Tyler Huff, Firefighter, Elko Fire Department

Present and introduced.

III. APPROPRIATIONS

B. Review, consideration, and possible approval of a Professional Services Agreement Addendum with ZGA Architects, and matters related thereto. **FOR POSSIBLE ACTION**

The additional redesign services by ZGA for a combined water/sewer shop are triggered due to the scope and cost reductions of the project. The primary scope reduction is related to the Civil site development, i.e. site pavement, curb and gutter, and site drainage deletions. Additionally, an outbuilding storage structure will be deleted, split faced block will be replaced with standard block, ceiling tiles will be replaced on a portion of the building with slightly less costly tiles, and numerous other cost reducing changes as well. Documents will need to be revised to accomplish this.

An additive alternate list will be included in the bid documents. Those items are called out and specified in the fee proposal from ZGA. Additionally, RFI's (requests for information) will be answered by ZGA as part of the bidding process. These will likely be considerable on a project of this size and magnitude. RL

Ryan Limberg, Utilities Director, explained the project and the changes to the building they are proposing. The original costs came in at \$11.5 million. The budget was for \$8.5. There have been several meetings since then with Councilmembers present that have encouraged them to leave the design as it is but reducing costs on other items in the project. This redesign would be for a \$10 million facility with additive alternates as described in the proposal.

Curtis Calder, City Manager, said the project will be split over two fiscal years. If the project does become \$10 million, we will make the adjustment through the normal budget process. This year's budget will not be overextended.

Councilman Schmidtlein said he sat in some planning meetings and found out that the building would have to be completely redesigned in order to fit into the budget. It would have to go from a masonry-designed building to a metal building, along with other changes. They made the

decision to stay with a masonry building because the building will last longer. There were some items they reduced inside the building.

Mayor Keener noted that we are in the process of raising water rates and looking to spend this much money on a new shop building. This building has been in the planning for years now. They are operating out of a third world facility right now. This will provide operational efficiencies by moving both departments into one building.

Councilman Stone asked if any of the additive alternates are safety concerns.

Mr. Limberg answered no, we can do without those additive alternates. Some are nice to have but the building will meet all code requirements without them.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the Professional Services Agreement Addendum with ZGA Architects in the amount of \$49,400.**

The motion passed unanimously. (5-0)

IV. UNFINISHED BUSINESS

- A. Status update on the Public Nuisance complaint regarding 403 Pine Street, and matters related thereto. **INFORMATION ITEM ONLY – NON ACTION ITEM CC**

Due to a fire at 403 Pine Street, the structure has been inspected and red-tagged by the City Building Department. Since that time, the property owner has done little to mitigate the attractive nuisance, resulting in several complaints from neighbors and calls for service to the City of Elko Police Department. At this time, the City Staff has verified the public nuisance and has reported findings to the City Attorney's office for further action. CC

Curtis Calder, City Manager, explained he checked with Deputy City Attorney Tom Coyle earlier today. He was looking at the schedule in regards to the public hearing that would be held before the City Council. It looks like it will be held October 22, 2019.

Mayor Keener asked if we have to do a structural analysis.

Mr. Calder answered we are not doing that at this point because we don't have authorization to do so, but this may be needed in the future abatement.

V. NEW BUSINESS

- A. Review, consideration, and possible approval of a Water and Sewer Service Agreement between the City of Elko, the Te-Moak Tribe of Western Shoshone Tribal Council (Tribe) and the Council of the Elko Band of the Tribe (Elko Band), and matters related thereto. **FOR POSSIBLE ACTION**

A water and sewer service request has been received for 1721 Heritage Way. Since this location is outside of prior agreements a new agreement was necessary prior to providing water and sewer service. RL

Ryan Limberg, Utilities Director, explained the request and recommended approval.

Councilwoman Simons asked what their rate would be.

Dave Stanton, City Attorney, read from the agreement, under paragraph 4, it says that the City will bill each resident for all water and sewer usage and collect the same from each said resident, in the same manner as other residents of the City.

**** A motion was made by Councilman Hance, seconded by Councilman Stone, to approve a Water and Sewer Service Agreement between the City of Elko, the Te-Moak Tribe of Western Shoshone Tribal Council and the Council of the Elko Band of the Tribe for service to 1721 Heritage Way.**

The motion passed unanimously. (5-0)

BREAK

VIII. 5:30 P.M. PUBLIC HEARINGS

- A. Review, consideration, and possible action on an appeal filed pursuant to Elko City Code 3-2-18(E), appealing the Elko City Planning Commission's decision to deny Conditional Use Permit No. 5-19, filed by Bailey & Associates, LLC. to designate APN 001-926-111 as a RMH-1 district for occupancy of mobile homes on rented or leased sites in a mobile home park, located generally on the northerly terminus of Primrose Lane and Daisy Drive, and matters related thereto. **FOR POSSIBLE ACTION**

Pursuant to Elko City Code 3-2-25, the Council may affirm, modify or reverse the decision of the Planning Commission.

The Planning Commission considered the subject CUP on August 6, 2019 and took action to deny the conditional use permit. Subsequently, the applicant appealed the Planning Commission's decision. CL

Cathy Laughlin, City Planner, explained normally we would start with the appellant, but he was not present and has indicated that he would like to withdraw his appeal.

Dave Stanton, City Attorney, explained we could still proceed without the appellant and explained the rest of the procedure found in 3-2-25-B-3 of City Code.

Mayor Keener called for public comment without a response.

Ms. Laughlin explained the position of the Planning Commission and staff was that the proposal was not in conformance with the land use or transportation components of the Master Plan.

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to affirm the position of the Planning Commission.**

The motion passed unanimously. (5-0)

V. NEW BUSINESS (Cont.)

- B. Discussion and possible authorization to request proposals from qualified individuals or firms to provide Golf Professional Services at Ruby View Golf Course, and matters related thereto. **FOR POSSIBLE ACTION**

The current Golf Professional Agreement between the City of Elko and Martin Creek Holdings, LLC expires on December 31, 2019 (unless an extension is agreed upon between the Golf Professional and the Elko City Council). A copy of the current agreement and previous RFP has been included in the agenda packet for review.

It has been eight (8) years since the City of Elko last requested proposals for Golf Professional Services. Staff recommends requesting proposals to allow adequate response and transition time. CC

Curtis Calder, City Manager, went over the budget that was approved back in May. The Golf Fund operates as an enterprise fund and the fund is running in a deficit. Currently, there is an income loss (pre-transfer) in the neighborhood of \$188,967. Financially, the Golf Fund is not doing well and continues to get worse. He gave a presentation (Exhibit "B"). Revenue continues to drop at the Golf Course. There is a significant drop in the number of rounds played over the last three years. The Golf Pro Contract is an essential part of our operation. It has an optional two-year extension with agreement between the Golf Pro and Council, but it maintains the same terms that are already in place, with a cost of living increase. He went over the Request For Proposal (RFP) process. The financial condition of the Golf Course Enterprise Fund is driving the decision to go out for RFP.

Brad Martin, Golf Professional at Ruby View Golf Course, said he loves what he does and loves the golf course. He grew up in Elko and started playing golf at the age of eight. He works hard to make Ruby View the best it can be. He has every intention of completing this contract, working through the extension and correcting the problem of securing the front gate to the Club House. Golf is declining across the country. The merger between Barrick and Newmont has hurt us too. We lost play in March and most of May due to the weather this year.

Chris Johnson, 123 Woods Court, brought a petition signed by 147 people (Exhibit "C") to renew the Golf Pro contract. He was surprised by the numbers presented tonight. He is in a tough spot because he has worked with everyone at the City. It's not fair to put everything on the Golf Pro. Play is down across the country and it's not just golf, it's a lot of other activities. We need to evaluate and see what we can do. He does not recommend this route at this time. He submitted the petition for the record.

Will Moschetti, 312 Oak Street, Golf Course Financial Advisory Committee, said they are lucky to have Mr. Martin as the Golf Professional. The restaurant and bar never have issues with the

health department. He is there every morning and treated with respect. He was shocked to hear the golf course numbers. He is tempted to resign from the board. If there are financial troubles, why didn't he know about it? He asked, "If we go to an RFP we are going to get someone who can't afford the operation Brad Martin can, or you will get a management company out of California who will try to suck as much money out of Elko as they can?"

Tony Araquistain, Golf Course Financial Advisory Committee, wanted to address a couple of things. Spring Creek rebuilt their clubhouse and many of our players are going there now. Our clubhouse kitchen is in poor shape. Play is down and they are always trying to find a way to get more players. They are losing play in the daily green fee play and he doesn't know what to do to get more people. Nationally, golf play is down. Brad Martin has paid a lot of money out of his own pocket and has made a nice facility. The gate has been an issue since when Rick Longhurst was the golf pro. It is not right to have one of the female employees lock that gate when there is no lighting at night. He thought the Police Department would not want that gate locked unless there was an electronic gate with a keypad.

Councilwoman Simons said the agenda item was about whether or not we want to go out for RFP. We are not here to judge Mr. Martin. The contract is up soon and we need to decide what we want to do at this juncture. Until tonight, we had not heard from Brad Martin and what his game plan was.

Chris Johnson said he is still pointing out that there is still a two year option with the golf pro. That should be exhausted first before the RFP process is started.

Councilwoman Simons said normally when there are contracts coming up, we hear from the contractor. Maybe he can explain what happened on his end?

Brad Martin said he and Curtis emailed back in May when there was a break-in. That excerpt in the agenda was the end of a long line of emails and he thought that issue was taken care of. He has every intention of finishing the contract and signing the extension. He hopes to even sign a new contract in the future. As he is getting ready to retire, he hopes to have the place in a position to transition seamlessly. He is not ready to be done. He and his wife are from here and he is willing to continue working at the Golf Course.

Councilman Stone said we are a municipal golf course. We either need to drop our expenses or increase revenue to break even. If it is possible to continue the contract but renegotiate the contract terms, would Mr. Martin be willing to do that? If we continue with the RFP we have an option to reduce our expenses.

Mr. Martin answered he would be willing to sit down and discuss options. That would end up being a new contract with new terms.

Mayor Keener asked staff if it would be an option to renegotiate the contract.

Mr. Calder answered back in May, during the email string; he was told that Mr. Martin was ready to walk away from his contract. He asked Mr. Martin to comply with the contract, and refused. He was surprised this discussion is happening now. He wasn't sure he would get an

extension request from Mr. Martin. There is a financial problem. They don't have to go out for an RFP. We can bring this back for an extension at the next meeting.

Councilman Hance said the clubhouse is rough. The clubhouse was not the only place broken into during that timeframe. There should be direct contact with Mr. Calder regarding the contract during the course of the contract. He noted a clause in the contract where Mr. Martin gets a CPI increase every year. He wondered if he had any plans for the next couple of years.

Mr. Martin answered he wants to work through the next two years and then work out another contract. They are not going anywhere and he loves it here. He tries to put golf events together to get people there to play.

Councilman Hance explained his point was there has to be a plan or have an idea how this is going to grow. There is probably a pretty good balance between tournament and regular play, but ultimately, it is the people coming in with money in their pockets that you have to make sure you can accommodate. If you can't get enough people there to golf, what will bring those people in to bring those numbers back up?

Begonia Hull, 1810 Ruby View Drive, asked how is replacing Brad Martin with another golf pro going to change the numbers.

Mr. Calder answered if we did end up hiring another golf pro, professional service, golf management company, that the structure of the contract would be much different than the current contract we have. Under the current circumstances, the City of Elko and the Ruby View Golf Course can't afford the structure of the contract we have. We are committed if we go with an extension.

Louis Goldberg, 103 S. 3rd Street, felt the Golf Course needs marketing and advertising services and offered his services free of charge. The City needs to make some improvements to the clubhouse, etc.

Mayor Keener thanked everyone for their input on this. He has heard from many people from the golf community that are in support of continuing the contract with Mr. Martin. Given the level of support, we should consider having the City Manager sit down with Brad and see if they can come together with some negotiation that works for everyone.

Dave Stanton, City Attorney, said he had a conflict in this because his firm represents both the City and Brad. He thought the City should seek out some legal advice on this.

Councilwoman Simons said this discussion has turned more towards Mr. Martin and his qualifications when it should be about the financial situation of the Golf Course. The City subsidizes the golf course with taxpayer money. It is hard when you are dealing with other people's money. The golf course is in a financial situation. She hasn't heard anything bad against Brad. This is a financial situation. She suggested that the City go out to RFP, and hopefully, Brad will come back with a contract proposal that the City can afford. She was concerned about extending the contract under the current terms given the financial situation.

Councilman Schmidtlein stated he does not want to go out to RFP and wants to grant a two-year extension with a renegotiated contract. We need to figure out where we want to go. Everyone is in this together. He asked Brad if he would be willing to renegotiate his contract with new financial terms.

Mr. Martin said changing what he gets paid will not change the financial situation at the golf course. We would have to talk about it.

Mr. Calder said his recommendation would be to table this item. It may cause delays if we cannot extend the contract.

Councilman Stone said he would like to see it renewed with renegotiated terms.

**** A motion was made by Councilman Schmidtlein, seconded by Councilman Stone, to table Agenda Item V.B.**

The motion passed unanimously. (5-0)

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. The workgroup met again on August 23, 2019. KW

Kelly Wooldridge, City Clerk, went through the proposed ordinance and explained what has changed since the last time it was heard. If Council approves these changes and the Ordinance comes back for second reading, does Council want the Resolution to be based on the routes presented last time or do we want to look at roads we don't want OHVs on?

Councilman Stone asked if NRS changes and helmets are no longer required, do we need to change our ordinance.

Dave Stanton, City Attorney, answered yes but it also depends upon what the change to the NRS is.

Councilman Schmidtlein felt they should focus on the roads they don't want people to drive on in the Resolution.

Mr. Stanton said we need to follow the NRS that says, "a person shall not except as otherwise provided in subsections 2 or 3, operate an off-highway vehicle on a paved highway that is not otherwise designated for use by off-highway vehicles." That statute says there are a couple of exemptions like a trail connector, but if it is not designated you can't use it. Another statute says that a City may designate any portion of a highway within the city or county as permissible for the operation of off-highway vehicles with some limitations. You can't just say these roads are off limits, you have to designate them.

Mayor Keener asked former Mayor Chris Johnson if he had a chance to review the draft ordinance.

Chris Johnson, 123 Woods Court, said based on the State statute, the ordinance is as good as you are going to get. When you get to the resolution, open up the City as much as you can.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Schmittlein, seconded by Councilman Stone, to conduct first reading of Ordinance No. 844, and direct city staff to set the matter for second reading, public hearing and possible adoption, with a change to the requirement in 7-6-4-B from 150 feet to 300 feet.**

The motion passed unanimously. (5-0)

VII. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Consideration of a request by Louis Goldberg to revise Section 4-9-13(B)(1) of the Elko City Code, as it relates to the requirement of a certified copy of a birth certificate as the exclusive means of identification for purposes of a work permit, and matters related thereto. **FOR POSSIBLE ACTION**

A copy of a letter from David Lockie has been included in the agenda packet for review. CC

Louis Goldberg, 103 S. 3rd Street, asked to withdraw this item from the agenda.

NO ACTION

III. APPROPRIATIONS (Cont.)

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

Mayor Keener said there was a large item on the warrants for the Fire Department. He wondered what it was for and said someone could email him the explanation later on. He asked Ryan Limberg what FacilityDude.com or DudeSolutions was on the last meetings warrants. Mr. Limberg wasn't sure what that was and would look into it.

**** A motion was made by Councilwoman Simons, seconded by Councilman Schmidtlein, to approve the general warrants for Fiscal Year 2018/2019.**

The motion passed unanimously. (5-0)

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

The motion passed unanimously. (5-0)

IX. REPORTS

A. Mayor and City Council

Mayor Keener said it was a great program for Officer Bart Ortiz and his promotion ceremony. The Show and Shine event in the park went well and the promoters did a terrific job. League of Cities will have Councilman Stone, Curtis Calder, Kelly Wooldridge and himself heading south. It will be a skinny crew for the next Council Meeting. Councilwoman Simons will fill in for him on the radio show that Tuesday.

B. City Manager – Nevada League of Cities

Curtis Calder said he has had some communications with some City of Sparks officials that are eager to talk to Councilman Stone and the Mayor Keener. He had not heard if the governor will attend the League of Cities. The last couple of conferences the governor has not attended but we have a new governor.

C. Assistant City Manager

D. Utilities Director

Ryan Limberg reported there was no update on the Pershing County water rights lawsuit. Regarding the County SnoBowl water rights, that one was favorable. The City had to file an extension of time application and we should get word soon. He got a request from the VA to modify the City Code regarding water fees outside the City limits.

E. Public Works

F. Airport Manager – AIP Project Status

Jim Foster said they just started AIP50 project today. They are working on routing the cracks and were able to finish half of taxiway and all of the main runway today. They will do the sealcoat next week.

G. City Attorney

H. Fire Chief

I. Police Chief

J. City Clerk

K. City Planner

L. Development Manager

Michele Rambo wanted to give everyone a heads up that NDEP has decided to rigorously enforce their codes regarding grading permits. We can no longer issue grading permits until they have construction plans approved by NDEP. We will be looking at how we can address that in our processes.

Mayor Keener and Councilman Schmidlein have received some complaints regarding construction track-out. Ms. Rambo said there has been some issue with contractors turning each other in. Scott Wilkinson said they get lists of alleged violations often but the ones giving them the lists don't know all the facts behind the projects. They got a lengthy list a week ago and none of them were viable complaints.

M. Parks and Recreation Director

Mayor Keener asked if there was a date set for a dedication of the Sports Complex. James Wiley answered they have discussed having a photo opportunity and a soft ribbon cutting with Pennington and the donors and Council. They will schedule a grand opening when they have the turf growing in next spring and ready to play ball. He doesn't have exact dates yet.

N. Civil Engineer

Bob Thibault updated Council on the Sports Complex. There is grass on field one. They are finishing the grading on field 2 and still have to work on field 3. The comfort station is coming together. The wetlands are getting their plantings put in. Their completion date for most of the work is October 1st. The project is on tract and coming along well.

O. Building Official

Mayor Keener asked if anything has been heard about NV energy and Union Pacific Railroad. Jeff Ford answered no. Mayor Keener asked if there were any changes with UP property downtown. John Holmes, Fire Marshal, answered no and said they are looking at bids.

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**

Councilman Stone announced Albertson's is having their grand re-opening. C-A-L Ranch is open at their new location too.

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 final acceptance of the Public Works Department Preventive Maintenance Project 2019 to apply Micro Slurry Seal to select City streets, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 24, 2019**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **At their June 11, 2019, meeting, the City Council awarded the bid for the Preventive Maintenance Project 2019 to Sierra Nevada Construction in the amount of \$404,007.00. As allowed in the contract, the City of Elko increased the amount of work by 52,083.30 square yards. Sierra Nevada Construction has satisfactorily completed the work. DS**
6. Budget Information:
 Appropriation Required: **\$493,802.28**
 Budget amount available: **\$550,000.00**
 Fund name: **General Fund: Public Works Department**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Certificate for Payment from Sierra Nevada Construction.**
9. Recommended Motion: **Approve final acceptance of the Preventive Maintenance Project 2019 to Sierra Nevada Construction in the amount of \$493,802.28**
10. Prepared By: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Sierra Nevada Construction**
 afaust@snc.biz
 aron@amengineering.pro

Application and Certificate For Payment

Page 1

To Owner: CITY OF ELKO 1751 COLLEGE AVENUE ELKO, NV 89801	Project: ELKO - 2019 MICRO SLURRY VARIOUS STREETS ELKO, NV	Application No: 1 Period To: 08/31/19 Architect's Project No: Contract Date: 06/17/19
From (Contractor): SIERRA NEVADA CONSTRUCTION P.O. BOX 50760 2055 EAST GREG STREET SPARKS, NV 89435	Contractor Job Number: 57030 Via (Architect):	
Phone: 775 355-0420	Contract For: PWP #EL-2019-228	

Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner		
Number	Date Approved	
Change orders approved this month		
Totals		
Net change by change orders		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: [Signature]
 By: [Signature] Date: 9/16/19
 State of: Nevada County of: Washoe
 Subscribed and sworn to before me this 16th day of September
2019 (year). Notary public [Signature]
 My commission expires May 3, 2022



Original contract sum	404,007.00
Net change by change orders	0.00
Contract sum to date	404,007.00
Total completed and stored to date	493,802.28
Retainage	
5.0% of completed work	24,690.11
0.0% of stored material	0.00
Total retainage	24,690.11
Total earned less retainage	469,112.17
Less previous certificates of payment	0.00
Current sales tax	
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	469,112.17
Balance to finish, including retainage	24,690.11

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ _____

Architect

By: _____ Date: _____

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application and Certificate For Payment -- page 2

To Owner: CITY OF ELKO
 From (Contractor): SIERRA NEVADA CONSTRUCTION
 Project: ELKO - 2019 MICRO SLURRY

Application No: 1 Date: 08/31/19 Period To: 08/31/19
 Contractor's Job Number: 57030
 Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount	%		
00 BASE BID														
001	MOBILIZATION/DEMOBILIZATION	10,000.0000	1.00	LS	10,000.00	0.00 %	0.00	100.00 %	10,000.00	100.00 %	10,000.00	100.0	500.00	
002	CITY STREETS APPLICATION OF TYPE 3 MODIFIED MICRO	1.8000	219,301.00	SY	350,881.60	.00	0.00	271,409.30	434,254.88	271,409.30	434,254.88	123.8	21,712.74	
003	DOWNTOWN CORRIDOR OF MICROSURFACE TYPE 3 MODIFIED	1.9000	10,770.00	SY	20,463.00	.00	0.00	10,770.00	20,463.00	10,770.00	20,463.00	100.0	1,023.15	
004	PLACEMENT AND MAINTENANCE OF TRAFFIC CONTROL	22,622.4000	1.00	LS	22,622.40	0.00 %	0.00	128.56 %	29,084.40	128.56 %	29,084.40	128.6	1,454.22	
Total BASE BID					403,967.00		0.00		493,802.28		493,802.28		24,690.11	
99														
999	PROJECTION	1.0000	.00	\$	0.00	.00	0.00	.00	0.00	.00	0.00	0.0	0.00	
Total					0.00		0.00		0.00		0.00		0.00	
Application Total					403,967.00		0.00		493,802.28		493,802.28		24,690.11	

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, discussion, and possible approval for the Fire Department Interagency Cooperative Agreement with the Bureau of Land Management and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 24, 2019**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **The City of Elko Fire Department would like the approval of the Interagency Cooperative Agreement between the City of Elko Fire Department and the Bureau of Land Management. This agreement would last for a term of 5 years and both parties have accepted the agreement as written. JS**
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 Interagency Cooperative Agreement between the City of Elko Fire Department and the Bureau of Land Management**
10. Prepared By: **Jack S. Snyder III, Deputy Fire Chief**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:

COOPERATIVE FIRE PROTECTION AGREEMENT
Between

CITY OF ELKO FIRE DEPARTMENT
(DUNS #081833311)

And

USDI BUREAU OF LAND MANAGEMENT
Elko DISTRICT
(DUNS #084359236)

This Cooperative Fire Protection Agreement is made and entered into by and between the United States Department of Interior, Bureau of Land Management, Elko District, individually referred to as BLM; and the City of Elko Fire Department, hereinafter referred to as the District/Department. Collectively, all will be referred to as Parties.

The above Parties are acting under the authority and provisions of:

- Reciprocal Fire Protection Act of May 27, 1955, as amended (69 Stat. 66; 42 U.S.C. 1856)
- Disaster Relief Act of May 22, 1974, (42 U.S.C. 5121 as amended)
- Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288)
- Homeland Security Act of 2002 (H.R. 5005-8)
- Homeland Security Presidential Directive-5 (HSPD-5)
- Post-Katrina Emergency Management Reform Act of 2006. (P.L. 109-295, 120 Stat. 1355)
- National Indian Forest Resources Management Act (P.L. 101-630, Title III) (Interior Agencies)
- Service First, Section 330 of the Department of the Interior and Related Agencies Appropriations Act of 2001, Pub. L. 106-291, 114 Stat. 996, 43 U.S.C. sec. 1701 note, as amended (FS,DOI)
- Department of the Interior and Related Agencies Appropriations Act, 1999, as included in P.L. 105-277, section 101(e);
- Federal Land Policy and Management Act of Oct. 21, 1976, (P.L.94-579; 43 U.S.C.)(BLM)
- NPS Organic Act (16 U.S.C.1) (NPS)
- National Wildlife Refuge Administration Act of 1966 (16 U.S.C. 668dd-668ee, 80 Stat. 927, as amended) (FWS)
- National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57) (FWS)
- National Forest Management Act of 1976 (16 U.S.C. 1600) (FS)
- US Department of the Interior and Related Agencies Appropriations Acts
- Nevada Revised Statutes Chapter 474
- Nevada Revised Statutes Chapter 266
- Nevada Revised Statutes Chapter 414 Emergency Management

I. PURPOSE

The purpose of this Agreement is to provide for cooperation in the wildland fire management (prevention, detection and suppression of wildland fires) and in all-hazard emergency support function activities as requested and authorized. This agreement also facilitates the exchange of personnel, equipment, facilities, aircraft, supplies services, and funds among the agencies.

This Agreement describes the conditions in which "mutual aid" periods are established to provide resources to each other on a non-reimbursable basis. This Agreement also describes the conditions of "Assistance by Hire" on a reimbursable basis. This agreement can be used to provide resources for Federal Incident Management Teams.

Upon execution, this agreement supersedes all previous agreements between any of the Parties.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The BLM has the responsibility for prevention, protection and suppression of wildland fires on BLM administered lands, and on adjacent or intermingled State and private forested/range lands as identified through written agreement.

The District/Department is primarily responsible for all hazard response, prevention, structure suppression, and wildland fire suppression occurring to property within their jurisdictional boundaries. These structures and lands protected by the District/Department are intermingled or adjacent to lands protected by BLM.

Therefore, it is mutually advantageous, and in the public interest, for the Parties to coordinate their efforts in the prevention, detection, and suppression of wildland fires in and adjacent to their areas of responsibility.

It is also mutually advantageous for the Parties to provide support and participate in presidentially declared emergencies and disasters.

III. DEFINITIONS

1. **Administration/ Planning:** Parties will work together for joint pre-incident planning and administration preparation to coordinate incident operations including development of response plans for high-hazard communities.
2. **Agency Representative:** This Incident Command System position serves as the point of contact for an assisting or cooperating agency which has been delegated authority to make decisions on all matters affecting that agency's participation at the incident.
3. **Agency Administrator:** The official responsible for the management of a geographic unit or functional area. The managing officer of an agency, division thereof, or jurisdiction having statutory responsibility for incident mitigation and management. Examples: NPS Park Superintendent, BIA Agency Superintendent, USFS Forest Supervisor, BLM District Manager, FWS Refuge Manager, State Forest Officer, Tribal Chairperson, Fire Chief, Police Chief.
4. **Boundary Line Fire:** Fire occurrences on lands of intermingled and/or adjoining protection responsibilities.
5. **Closest Forces Concept:** Dispatch of the closest available initial attack suppression resources.
6. **Extended Attack Fire:** A fire which has exceeded, or is expected to exceed initial attack capabilities or prescription.

7. **Fee Basis Acquisition of Services:** One agency provides fire management services on the lands under the jurisdiction of another and payment is provided for the service. For a given fee, one agency can become the protecting agency for the other. The fee (or cost) is the price for the work agreed to be performed on each acre of land.
8. **Fire Management Activities and/or Services:** Any or all activities that relate to managing fire or fuels on lands under the jurisdiction of any agency to this Agreement. Activities include, but are not limited to: suppression, prescribed fire/fuels management, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts.
9. **Geographic Area Coordination Center (GACC):** The physical location of an interagency, regional operation center for the effective coordination, mobilization and demobilization of emergency management resources. A coordination center serves federal, state and local wildland fire agencies through logistical coordination of resources throughout the geographic area, and with other geographic areas, as well.
10. **Division of Emergency Management Coordination Center (DEMC):** This coordination center is recognized as a local center under the Elko Interagency Dispatch Center and /or Great Basin Coordination Center (GBCC) and serves Nevada State (excluding the NDF) and local government agencies through logistical coordination of resources within the Great Basin and other geographic areas utilizing the Resource Ordering and Status System (ROSS).
11. **Initial Attack:** A preplanned response to a wildfire given the wildfire's potential. Initial attack may include size up, patrolling, monitoring, holding action or suppression.
12. **Initial Attack Fire:** A fire that is generally contained by the first dispatched fire suppression resources without significant augmentation or reinforcement.
13. **Initial Attack Area:** An identified area in which predetermined resources would normally be the initial resource to respond to an incident as identified in the jurisdictional maps in the Operating Plan (OP).
14. **Interagency:** Involvement of two or more agencies to this Agreement.
15. **Jurisdictional Agency:** The Agency having land and resource management and/or protection responsibility for a specific geographical or functional area as provided by federal, state or local law or agreement.
16. **Mutual Aid (Reciprocal Fire Suppression):** Reciprocal fire suppression is the act of helping the protecting Agency to suppress wildfires. Reciprocity is attained by agreeing among agencies regarding the kind, location and numbers of firefighting resources which will automatically be made available as part of the initial response to a wildfire, regardless of the protecting Agency. The kind, location, and numbers of resources which constitute reciprocity are defined in the Operating Plan (OP). Reciprocity may be thought of as the implementing mechanism of the closest forces concept.

17. **Off Season:** This period is defined as the period of time where Federal Agencies typically do not have their initial attack resources readily available and local government resources utilized will be considered assistance by hire. Off season dates are defined in the OP.
18. **Operating Plan - Statewide:** A plan which will include all statewide considerations. This will be developed at the state level and approved by affected federal, tribal, and state agencies.
19. **Operating Plan – Local Sub-geographic Area:** A plan generated at a local sub-geographic level and authorized by Unit Administrators for implementing the Master Cooperative Wildland Fire Management Agreement in their respective areas of responsibilities.
20. **Personal Protective Equipment (PPE):** Based on National Wildfire Coordinating Group (NWCG) standards equipment and clothing required to mitigate the risk of injury from or exposure to hazardous conditions encountered during the performance of duty.
21. **Preparedness:** Activities that lead to a safe, efficient, and cost effective fire management program in support of land and resource management objectives through appropriate planning and coordination.
22. **Prescribed Fire:** Any fire intentionally ignited by management actions in accordance with applicable laws, policies, and regulations to meet specific objectives.
23. **Prevention:** Activities directed at reducing the incidence of fires, including public education, law enforcement, personal contact and the reduction of fuel hazards (fuels management).
24. **Procurement Documents:** Agency specific financial obligation documents.
25. **Protecting Agency:** The Agency responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provided by federal or state law, contract, cooperative agreement, etc.
26. **Protection:** The actions taken to limit the adverse environmental, social, political, economic, and community values at risk.
27. **Protection Area:** That area for which a particular fire protection organization has the primary responsibility for attacking and uncontrolled fire and for directing the suppression action.
28. **Protection Area Maps:** Official maps which identify areas of direct fire protection responsibility for each agency.
29. **Protection Boundary:** The exterior perimeter of an area within which a specified fire agency has assumed a degree of responsibility for wildland fire control. It may include land in addition to that for which the agency has jurisdiction or contractual responsibility.
30. **Reimbursable Costs:** All costs associated with operations and support ordered on a resource order or project plan by or for an incident or project within the provisions of this Agreement. Actual costs may include, but are not limited to, the following:
 - a. Agency costs for transportation, salary, benefits, overtime, backfill for personnel assigned

- to an incident, project or prepositioning of resource and per diem of individuals assigned to the incident or project.
- b. Additional support dispatching, warehousing or transportation services supporting a resource order.
 - c. Cost of equipment in support of the incident such as contract equipment, approved equipment repairs, and operating costs for agency equipment (use). For long duration assignments (greater than 30 days), Fixed Ownership Rates (FOR) may be charged to the incident for each completed 30-day period.
 - d. Aircraft, airport fees, and retardant and other fire chemical costs.
 - e. Agency-owned equipment and supplies lost, damaged, or expended by the supporting agency.
 - f. Cost of supplies expended in support of the incident. Supplies are defined as per National Mobilization Guide.
 - g. Charges from state-provided resources.
 - h. Federal, State and local agency equipment rates listed in the rate schedule are considered "wet" and operating costs (such as fuel) should be factored into the rate schedule. Fuel, oil and other operating supplies provided at the incident are billable by the incident agency. Operating supplies for rental vehicles are reimbursable and may be billed to the incident agency.
31. **Servicing Dispatch Center:** The dispatch center of the federal agency or Department/District who supports the initial response resources and/or first qualified agency fire officer on-scene who assumes command responsibility.
32. **Supplemental Fire Department Resources:** Overhead tied to a local fire department generally by agreement, which are mobilized primarily for response to incidents or wildland fires outside their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff.
33. **Supplemental Fire Suppression and Cost Share Agreement:** A document prepared to distribute costs on a multi-jurisdictional incident.
34. **Supporting Agency:** An agency providing suppression or other support and resource assistance to a protecting agency.
35. **Suppression:** Management action to extinguish a fire or confine fire spread beginning with its discovery.
36. **Third Party:** A municipal or rural fire district that does not have a local agreement with a federal agency but is formally recognized by their respective state and has entered into a local agreement with the state for fire management services.
37. **Unit Administrator:** The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisor for the Forest Service, District Manager for the Bureau of Land Management, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Project Leader for Fish and Wildlife Service, State Forester/Fire Warden for Nevada Division of Forestry (NDF) and local jurisdiction administrator.

38. **Wildfire:** An unplanned, unwanted wildland fire, including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects and all other wildland fires where the objective is to put the fire out.

39. **Wildland Fire:** A non-structure fire that occurs in vegetation or natural fuels. Wildland fires are categorized into two distinct types:

- a. **Wildfires** – Unplanned ignitions or prescribed fires that are declared wildfires
- b. **Prescribed Fires** – Planned ignitions

IV. GENERAL PROVISIONS

OPERATING PLANS. The Parties will meet annually, prior to the initiation of fire season (recommend by April 1) to prepare an Operating Plan (OP). This OP will include mutual aid time/duration and distance/boundaries; command structure; communications; qualifications; reimbursement/compensation; cooperation; agency reviews and investigations; dispatch center operations; protection area maps for all Parties and any other items identified in this Agreement as necessary for efficient implementation. The OP shall become attached to and a part of this Agreement. If an OP has not been executed for the current year, the last executed OP shall be used.

RECIPROCAL FIRE PROTECTION (Mutual Aid). As deemed appropriate, the Parties will establish reciprocal initial attack areas for lands of intermingled or adjoining protection responsibilities. Within such areas supporting Parties will, upon request or voluntarily, take initial attack action in support of the Protecting Party. The length of mutual aid period should not exceed 24 hours, unless specifically stated by agreement or contract, and will be documented in the OP.

ASSISTANCE BY HIRE. Assistance by Hire is the provision of fire suppression resources, by one Party to another, on a reimbursement basis. All requests to hire fire protection assistance must be clear and precise and shall be processed and recorded through the dispatching systems of the Parties. Requests not processed in this manner will not be reimbursable. Personnel, equipment, supplies or services provided by the Supporting Party and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as Assistance by Hire. The District/Department may provide out-of-region assistance as defined within the Nevada Intrastate Mutual Aid System Operating Plan to the federal agencies when requested. Maps for this region will be attached to the OP. Such assistance will be Assistance-by-Hire unless otherwise specified as mutual aid in the OP pursuant to this agreement.

Local fire department personnel responding to incidents on BLM lands must:

- be 18 years of age or older;
- have and use the required personal protective equipment (PPE) found in the *Interagency Standards for Fire and Fire Aviation Operations* ("Red Book" Ch. 7); and
- have a basic level of wildland fire training. The National Wildfire Coordinating Group (NWCG) course S-190 and S-130 are recommended, both courses can be modified to fit local needs.

Non-dispatched resources from any party will be considered a voluntary contribution.

All resources provided by the District/Department for suppression activities on federally administered lands during the "off season" will be considered assistance by hire. This period is

defined as the period of time that Federal Agencies typically do not have their initial attack resources readily available. Off season dates are defined in the OP.

The BLM and the District/Department will provide current rate schedules and updates when rates change. The rates will be posted and updated in the OP.

Fire engines (all types), water tenders (all types) and initial attack overhead are mutual aid resources. All other resources, personnel and equipment are assistance by hire including personnel assigned to recognized incident management teams. Aircraft and hand crews and their associated support costs are considered assistance by hire.

REQUESTED ASSISTANCE. Outside initial attack areas, when requested by the Protecting Party, the Supporting Party will, within their capability, provide initial action or other support on wildland fires. Such requested assistance is reimbursable.

CLOSEST FORCES. The Department/District and the BLM agree to aggressively pursue initial attack plans that utilize "Closest Forces" wherever appropriate, and to identify preplanned initial attack areas within their respective jurisdictions. This philosophy dictates that the closest available appropriate resources, regardless of ownership, shall be utilized initially. The emphasis to get the closest resources to respond to initial attack fires is in the best interest of all Parties. The first qualified agency fire officer on-scene shall assume command responsibility, and will transition to a qualified incident commander upon their arrival. The servicing dispatch center shall be notified of all changes in command as soon as possible. This philosophy will also be applied to ongoing incidents whenever there is a critical and immediate need for the protection of life and property. Beyond "initial attack", this concept is modified and the Protecting Party will request the "most appropriate resource" to aid in the suppression of a wildfire.

INDEPENDENT ACTION. Except as otherwise described in the OP, any Party on its own initiative and without reimbursement may go upon lands protected by another Party to suppress wildfires, if the fire is a threat to property within that Party's protection responsibility. In such instances, the Party taking action will promptly notify the Protecting Party.

If either Party takes action on an incident independently, the Supporting Party will furnish the Protecting Party a preliminary report (verbal) within 24 hours of the action taken and a written incident report within ten (10) days.

ALL HAZARD RESPONSE. The BLM shall not respond to all hazard incidents (i.e., structure fires, vehicle fires or traffic accidents) in lieu of the District/Department. The District/Department has the authority to mitigate any all hazard incidents considered to be a hazard to the public. The BLM may, as trained and available, respond to such incidents when adjacent wildlands covered under this Agreement are threatened by fire from such incidents

NOTIFICATIONS. Supporting Party will promptly notify the Protecting Party of fires burning on or threatening lands for which that Party has protection responsibility. When taking action, the Supporting Party will, as soon as possible, notify the Protecting Party in accordance with the OP, detailing what equipment and personnel have been dispatched to the incident location.

BOUNDARY LINE FIRES. Boundary line fires will be the initial attack responsibility of the Protecting Parties on either side of the boundary. Neither party will assume the other is aware of the

fire or is taking action. Each party will make every reasonable effort to communicate with the other Parties concerning the fire. The officer-in-charge who arrives first at the fire will act as initial attack Incident Commander. When all Parties have arrived, they shall establish a command structure including Unified Command, as appropriate and notify the servicing dispatch center.

COST SHARING. Whenever multiple jurisdictions are affected due to the location of a fire, it is mandatory to develop and implement a Cost Share Agreement (or Apportionment Process, if applicable). The Operating Plan must address how the Parties to this Agreement will handle cost-sharing for wildland fires that spread to another jurisdiction.

The Agencies agree that all reasonable and necessary costs incurred to meet the protection responsibilities within an Agency's Direct Protection Area will be the responsibility of that Agency.

Typically, suppression actions and their associated costs are driven by perceived threat to values at risk. Values at risk may, in turn, require more intense suppression efforts and, therefore, higher suppression costs in one Agency's direct protection area than in another. These situations will be considered when determining each Agency's share of the costs for an incident, along with simple and equitable cost sharing.

Incidents within the mutual aid period not utilizing assistance by hire resources do not require a cost share.

If the District/Department is covered under a Wildland Fire Protection Program (WFPP) agreement with NDF and the incident falls under that agreement, NDF will be a signatory party on the cost share.

COMMUNICATION SYSTEMS. The Parties agree to share the use of communication systems, radios and radio frequencies for the execution of this Agreement. Sharing of frequencies must be approved only by authorized personnel for each Party and documented in the OP. Pre-identified incident communication protocols will be established and followed (e.g., frequencies plans, points of contact, and interoperable radio hardware).

FACILITIES, EQUIPMENT AND SUPPORT The Parties may procure, loan, lease, share or exchange facilities, equipment and support services. This may include, but is not limited to, such things as dispatch centers, training facilities, administrative offices, fire stations, air attack bases, lookouts, warehouses, vehicles, fire equipment, remote automated weather stations, lightning "detection" equipment and communications equipment. OPs may outline conditions for specific situations. Whenever it has been mutually agreed, fees for such use, as might be found in special use permits or other similar documents, may be waived. Any operational costs required for such proposed use may be shared and/or reimbursed. Any shared cost or reimbursements will be governed in accordance with the existing policy of involved Parties.

NATIONAL INCIDENT MANAGEMENT SYSTEM. The Parties to this Agreement will operate under the concepts defined in the National Incident Management System (NIMS) including: the Incident Command System (ICS), qualification system, training system, the management of publications, and participate in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement. During initial attack, all agencies will accept each other's training and qualifications, and equipment

standards. Once jurisdiction is clearly established, the standards of the jurisdictional agency shall apply.

DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE. The Parties will attempt to protect the point of origin of the fire and evidence pertaining to the fire cause. On initial attack actions, the Party taking the action is responsible to gather and preserve evidence and information pertaining to the origin and cause of the fire. To the extent permitted by applicable County, State and Federal laws, the Parties will cooperate to jointly investigate wildland fires of mutual interest and provide the appropriate jurisdictional Party with investigation files relative to specific fires. Each Party will promptly notify the other Parties when there is potential for cost recovery on a fire occurring on lands under the jurisdiction of the other Party.

TRAINING. The Parties will cooperate to insure that jointly provided training will produce safe and effective fire and aviation programs. The intent is to provide high quality training that will minimize training costs by sharing of resources, standardization of courses, improve firefighting efficiency and safety. Each Party will bear the cost of training for their respective employees unless specifically addressed in the OP.

EQUIPMENT. Equipment owned and used by either Party to suppress fires on lands for which the other is responsible shall normally be operated, serviced, and repaired by the owning Party. This includes fuel, lubricants, and maintenance. See III.31 Definitions, reimbursable equipment costs. Special rates for Federal Excess Personal Property (FEPP) equipment will be displayed in the rate schedule, which eliminates any purchase or replacement costs for the apparatus. Drivers and equipment operators will hold appropriate operating licenses to meet their respective District/Department, State and Federal regulations.

BILLING PROCEDURES. The Supporting Party will bill the Protecting Party for actual costs incurred for assistance provided and identified as reimbursable. Reimbursable costs include all costs associated with the direct fire operations and incident support ordered by or for the incident (except as otherwise described in reciprocal initial attack and independent action situations or cost share agreements). All billing packages will include documentation showing the order was processed through and tracked by the Protecting agency. This request process requires the servicing dispatch center to notify the BLM duty officer prior to submission of the request to DEMC.

For reimbursement under the terms of this agreement all resource orders beyond initial attack must be mobilized and processed by an interagency dispatch center.

Reimbursable costs may also include transportation, salary, benefits, overtime, and per diem of District/Department personnel assigned to Incident Management Teams and those resources dispatched to other miscellaneous assignments. Rates and conditions of use for the equipment and personnel will be mutually agreed to and documented in the OP. Reimbursement will not be provided for both the "backfill" resource and resources mobilized to an incident for the same time period (i.e., Only one type of resource may be billed per day – either the backfill resource or the incident resource. Occasionally, more than one person may be required to fulfill an agency's backfill shift requirement. In those cases, no more than 24 hours per day will be billed for the backfill resources.).

On fires where costs are incurred pursuant to the terms of this agreement, the Supporting Party shall submit a bill or estimate for reimbursement as soon as possible, but no later than 180 days after the

fire is declared out. If the total cost is not known at the time of initial billing, a partial bill or estimated bill, so identified, may be submitted. Payment shall be made to the Supporting Party within 90 days after receipt of the billing invoice.

Billing deadlines set forth herein are intended to encourage prompt billing. Failure to meet these timeframes shall not be construed as a release or waiver of claims for reimbursement against the other Party.

Should additional costs be identified after a "final" billing has been issued, a supplemental bill may be issued if agreeable to applicable Parties.

Wildland Fire Protection Program (WFPP) - If the District/Department is covered under a WFPP agreement with NDF and the incident falls under that agreement, billings may be submitted to NDF. Costs for incidents that do not fall under a WFPP agreement shall be billed to BLM.

APPROPRIATED FUND LIMITATION. Parties to this agreement are not obligated to make expenditures of funds or reimbursement of expenditures under terms of this agreement unless the Congress of the United States of America appropriates such funds for that purpose by the Counties of Elko, by the City of Elko, and/or the Governing Board of Fire Commissioners of.

FIRE PREVENTION. Parties agree to share responsibilities and materials for fire prevention activities. Materials may include posters for display in public buildings, businesses and the like. Parties will share responsibility for fire protection and rural fire safety presentations and demonstrations.

NONDISCRIMINATION. The District/Department shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.

FREEDOM OF INFORMATION ACT (FOIA) Public access to agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal District/Department Contacts:

District/Department Program Contact	District/Department Administrative Contact
Name: Matthew Griego Address: 911 West Idaho St. City, State, Zip: Elko, NV 89801 Telephone: 775-777-7347 FAX: 775-777-7359 Email: mgriego@elkocitynv.gov	Name: Kelly Wooldridge Address: 1751 College Avenue City, State, Zip: Elko, NV 89801 Telephone: 775-777-7126 FAX: 775-777-7129 Email: kwooldridge@elkocitynv.gov

Principal Bureau of Land Management Contacts:

Bureau of Land Management Program Manager Contact	Bureau of Land Management Administrative Contact
Name: Matthew Murphy Address: 3900 East Idaho St City, State, Zip: Elko, NV 89801 Telephone: 775-753-0384 FAX: 775-753-0315 Email: mmurphy@blm.gov	Name: Mandy Dimick Address: 3900 East Idaho St City, State, Zip: Elko, NV 89801 Telephone: 775-753-0310 FAX: 775-753-0315 Email: mdimick@blm.gov

SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).

District/Department shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM internet site at www.sam.gov.

FIRE RESTRICTIONS AND CLOSURES. Parties will coordinate restrictions and closures to the extent practicable.

PRESCRIBED FIRE AND FUELS MANAGEMENT. The Jurisdictional Party will inform all Parties of prescribed fires it is managing. Support during a prescribed burn is not covered under this Agreement. The agencies to this agreement may provide assistance to one another as requested and agreed to for the purposes of performing fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented in a separate instrument.

EMPLOYMENT POLICY. Employees of the Parties of this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of incident location, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.

RECIPROCAL WAIVER OF CLAIMS. Except as otherwise provided in this agreement, all Parties to this agreement hereby waive claims between and/or against each other arising from the

performance of this agreement, for compensation for loss or damage to each other's property, and personal injury including death of employees, agents, and contractors, except that this waiver shall not apply to intentional torts.

BLM or the District/Department may reimburse each other providing resources were ordered through the dispatch system for the cost of emergency apparatus or equipment loss or damage where the loss or damage is directly attributable to the incident, and where the local agency, its employees, and/or operational failures in the emergency apparatus or support equipment are not a contributing factor to such damage or loss. Loss or damage to local agency emergency apparatus or support equipment while travelling to or from an incident, and repairs due to normal wear and tear or due to negligent or unlawful operation by the operator shall be the responsibility of the local agency providing the emergency apparatus or support equipment.

Loss or damage to local agency emergency apparatus or support equipment occurring on an incident as provided in this agreement is to be reported to the incident finance section or incident agency to ensure proper documentation and investigation are completed.

If any Party is not able to resolve a claim regarding compensation, reimbursement, damage or equipment repair through negotiation with an assigned Incident Management Team or local incident agency, they should contact the appropriate agency's administrative office in Nevada.

Agencies will be liable for their own actions during mutual aid response or independent action as outlined in clause IV.6.

REIMBURSEMENT FOR EMERGENCY APPARATUS LOSS OR DAMAGE. Parties to this agreement may be reimbursed for the cost of emergency apparatus loss or damage where the loss or damage is directly attributable to the incident, and where the local agency, its employees, and/or operational failures in the emergency apparatus or support equipment are not a contributing factor to such damage or loss. Loss or damage to local agency apparatus or support equipment while traveling to or from an incident, and repairs due to normal wear and tear, or due to negligent or unlawful operation by the operator shall be the responsibility of the local agency providing the emergency apparatus or support equipment. Loss or damage to local agency emergency apparatus or support equipment occurring on an incident is to be reported to the incident finance section (or jurisdictional agency when finance section is not available) to ensure proper documentation and an investigation is completed.

CLAIMS DISPUTE RESOLUTION. Should any Party not be able to resolve a claim regarding compensation, reimbursement, damage or equipment repair through negotiation with the protecting agency, it should be elevated to the next higher level of management for resolution.

MODIFICATION. Modifications within the scope of the instrument must be made by mutual consent of the Parties, by the issuance of a written modification, signed and dated by all Parties, prior to any changes being performed. The BLM is not obligated to fund any changes not properly approved in advance.

COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective for five years from said date, at which time it will expire unless extended.

TERMINATION BY MUTUAL AGREEMENT. This Agreement may be terminated, in whole or part, as follows:

- a. When the BLM and District/Department agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- b. By 30 days written notification District/Department to the BLM setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.
- c. If, in the case of a partial termination, the BLM determines that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the BLM may terminate the agreement in its entirety.

Upon termination of an agreement, District/Department shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The BLM shall allow full credit to District/Department for the United States federal share of the non-cancelable obligations properly incurred by District/Department up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

AUTHORIZED REPRESENTATIVES. By signature below, each Party certifies that the individuals listed in this document as representatives of the individual Parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the Parties hereto have executed this instrument as of the last date written below.

Matthew Griego, Fire Chief
City of Elko Fire Department

Date

Reece Keener , Mayor
City of Elko

Date

Jill C Silvey , District Manager
USDI, Bureau of Land Management
Elko District

Date

Matthew Murphy, Interagency Fire Management Officer
USDI, Bureau of Land Management
Elko District

Date

The authority and format of this instrument have been reviewed and approved for signature.

DAVID APPOLD, Supervisory Procurement Analyst
USDI, Bureau of Land Management
Nevada State Office

Date

**Elko City Council
Agenda Action Sheet**

1. Title: **Status update on the Public Nuisance complaint regarding 403 Pine Street, and matters related thereto. INFORMATION ITEM ONLY – NON ACTION ITEM CC**
2. Meeting Date: **September 24, 2019**
3. Agenda Category: **UNFIINISHED BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **Due to a fire at 403 Pine Street, the structure has been inspected and red-tagged by the City Building Department. Since that time, the property owner has done little to mitigate the attractive nuisance, resulting in several complaints from neighbors and calls for service to the City of Elko Police Department. At this time, the City Staff has verified the public nuisance and has reported findings to the City Attorney's office for further action. Additionally, notice has been served to the property owner regarding a public hearing scheduled for October 22, 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: **No Action Required – Information Item Only**
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 and possible approval of the First Amendment to the Lease Agreement between the City of Elko and Elko Leasing Company changing Article 1, the term of lease from 10 years to 20 years, Article II, Feasibility, deleted in its entirety, Article VII, Paragraph B, deleted in its entirety and replaced with clarifying language to extent of the Lessors maintenance responsibilities, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 24, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **City Council approved a Lease Agreement between the City and Elko Leasing Company on January 8, 2019. The lease Agreement was executed on January 9, 2019. Elko leasing Company has requested an amendment changing the term of lease from 10 years to 20 years. Additionally, Staff has proposed deleting Article II in its entirety as a feasibility period is no longer required and revision to paragraph B under Article VII clarifying that the lessor is not responsible to maintain any leased areas within the parking lot. JF**
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 Lease Agreement dated January 9, 2019 and copy of the First Amendment the Lease Agreement Exhibits A, B and C.**
9. Recommended Motion: **Motion to approve the First Amendment to the Lease Agreement between the City of Elko and Elko Leasing Company changing Article 1, the term of lease from 10 years to 20 years, Article II, Feasibility, deleted in its entirety, Article VII, Paragraph B, deleted in its entirety and replaced with clarifying language to extent of the Lessors maintenance responsibilities.**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:

Agenda Item IV.A.

13. Agenda Distribution:
Aaron K. Martinez, P.E.
Elko Leasing Company
P.O. Box 1011, Elko, NV 89803
742 D Street, Elko, NV 89801
Email: AARON@AMENGINEERING.PRO
P: 775.738.3113
C: 775.848.8940

LEASE AGREEMENT FOR USE OF OLD TERMINAL BUILDING
ELKO REGIONAL AIRPORT

THIS LEASE AGREEMENT (hereinafter "Lease"), made and entered into this 25th day of January, 201 9 (the "Effective Date"), by and between the City of Elko, Nevada, a municipal corporation and political subdivision of the State of Nevada (hereinafter referred to as "LESSOR"), and Elko Leasing Company, a Nevada general partnership (hereinafter referred to as "LESSEE").

W I T N E S S E T H

WHEREAS, LESSOR is the owner of certain real property described at **Exhibit A** and shown on the map attached hereto at **Exhibit B** (hereinafter the "Leased Premises");

WHEREAS, the Leased Premises, more commonly known as the "Old Terminal Building," are located within the boundaries of the Elko Regional Airport on Murray Way, Elko, Nevada;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained to be fully kept and performed, LESSOR does hereby lease to LESSEE the Leased Premises.

I.
TERM

A. The Term of this Lease shall be ten (10) years, beginning on the 20th day of February, 2019 and terminating on the 21st day of February, 2029 (hereinafter the "Initial Term"). Unless this Lease is otherwise terminated as provided herein, if after the foregoing ten (10) year period LESSEE does not properly exercise its option to extend as provided herein, the Lease will automatically convert to a month-to-month tenancy, and either party may terminate the tenancy thereafter upon thirty (30) days' written notice of termination to the other party.

B. LESSEE may extend the Term of this Lease up to four (4) times after the Initial Term, with each additional term being for a period of ten (10) years (each of the foregoing additional terms hereinafter referred to as an "Extension Term") by providing written notice to LESSOR no less than thirty (30) and no more than sixty (60) days prior to the end of the Initial Term or the Extension Term then in effect. Notwithstanding any other provision contained herein, this Lease shall terminate no later than fifty (50) years from the Effective Date.

C. Notwithstanding any other provision contained herein, in the event LESSEE'S use of the Leased Premises becomes incompatible with the Airport Master Plan for the Elko Regional Airport or any amendments thereto, LESSOR may thereafter terminate this Lease upon thirty (30) days' written notice to LESSEE.

II.
FEASIBILITY

A. Feasibility: Lessee shall have until February 19, 2019 to conduct a feasibility study.

B. The feasibility period may be extended an additional six (6) months by written amendment of this Lease. Lessee may terminate this lease without penalty of any type or nature during the feasibility period by giving written notice to the Lessor if Lessee wishes to terminate the Lease. During the feasibility study time, Lessee shall have access to the Leased Premises to conduct necessary testing and drilling for environmental and soil studies as well as a survey.

III.
RENT AND SECURITY DEPOSIT

A. Rental for the Term shall be the sum of TWO THOUSAND, SIX HUNDRED FORTY-SEVEN DOLLARS AND NINETY-SIX CENTS (\$2,647.96) per annum (0.28 square foot for building area and parking area), payable in equal installments in the amount of TWO HUNDRED TWENTY DOLLARS AND SIXTY-SIX CENTS (\$220.66) , to be delivered to LESSOR on February 20, 2019 and on the first day of each month thereafter during the Term (and the Extension Term, if applicable), which rental shall be paid to "City of Elko" at the following address: 1751 College Avenue, Elko, Nevada 89801, or wherever else or to whomever else LESSOR may demand the same to be paid in writing. Notwithstanding the foregoing, if the Term commences on any day of a calendar month other than the first day of such month or terminates on any day of a calendar month other than the last day of such month, then the rent for the number of days the Leased Premises were leased during that month shall be prorated by dividing the monthly installment by the total number of days in such month and multiplying the resulting quotient by the number of days the Leased Premises were leased in such month, which amount shall be paid by LESSEE on the first day of the following month.

B. The Rental Rate shall automatically increase in an amount equal to two percent (2%) of the previous rental rate each year for the Initial Term and each Extension Term of this Lease.

C. In the event LESSEE is prevented from utilizing the Leased Premises due to the closure of the Elko Regional Airport by order of a governmental authority (to include LESSOR), the rent shall be abated for that period of time as such order remains in effect.

IV.
USE OF LEASED PREMISES

A. The Leased Premises shall only be used for Aeronautical Uses as approved by the

Federal Aviation Administration (FAA).

B. The LESSEE may occupy the Leased Premises at all times without restriction to accommodate shift dependent schedules associated with Aeronautical Uses as approved by the FAA.

C. LESSEE shall not commit or permit any nuisance, cause disturbances, or commit or suffer any illegal acts to be committed on the Leased Premises.

D. LESSEE shall comply with all rules and regulations applicable to tenants of City of Elko property, to include those rules and regulations which are specific to property located within the exterior boundaries of the Elko Regional Airport, together with the document entitled "Additional Terms Required by FAA Safety/Compliance Inspector" attached hereto at **Exhibit C**; *provided*, in the event of an inconsistency between the "Additional Terms Required by FAA Safety/Compliance Inspector" attached hereto at **Exhibit C** and this Lease, the terms of this Lease shall prevail.

E. LESSEE and LESSEE'S invitees shall only park vehicles in the location(s) identified as "Parking" on the map at **Exhibit B**, unless otherwise instructed by the Airport Director. LESSEE'S use of the parking area identified on the map at **Exhibit B** shall be exclusive. All other parking areas shall be non-exclusive and without prejudice to the right of LESSOR to enter into one or more exclusive leases with third parties for parking in portions of the parking area not identified as "Parking" on the map at **Exhibit B**.

F. LESSEE shall have ingress and egress to and from the Leased Premises via Murray Way, as shown on the map at **Exhibit B**.

V.

CONDITION OF PROPERTY

A. LESSEE shall, by taking possession of the Leased Premises, be deemed to have accepted the Leased Premises. Lessee acknowledges that the Leased Premises has been inspected and LESSEE expressly accepts the same in its present condition and state of repair, without any representations, statements, or warranties of LESSOR, express or implied, as to its condition and state of repair. Upon termination of LESSEE'S possession of the Leased Premises for any reason whatsoever, LESSEE agrees to and shall, at its own expense, thoroughly clean the Leased Premises not later than the date of the surrender of the Leased Premises.

B. Upon termination of the Term of this Lease (to include the Extension Term, if applicable), if LESSEE has fully and faithfully performed all of the terms, conditions and covenants of this Lease to be performed by LESSEE, but not otherwise, LESSEE shall, at its sole cost and expense, remove from the Leased Premises all personal property and trade fixtures which LESSEE has installed or placed thereon and repair all damages thereto resulting from

such removal, and clear the Leased Premises of all debris and refuse, and LESSEE shall thereupon surrender the Leased Premises in good condition, reasonable wear and tear excepted. If LESSEE has not fully and faithfully performed all of the terms, conditions and covenants of this Lease to be performed by LESSEE, LESSEE shall nevertheless remove LESSEE'S property from the Leased Premises in the manner aforesaid within fifteen (15) days after receipt of written direction to do so from LESSOR. In the event LESSEE shall fail to remove any of LESSEE'S property as provided herein, LESSOR may, but is not obligated to, at LESSEE'S expense, remove all such property not so removed and repair all damage to the Leased Premises. LESSOR shall thereafter place LESSEE'S property in a storage facility for a period of thirty (30) days, after which time LESSOR may, at LESSOR'S option, sell or take possession of said property and LESSEE shall be deemed to have abandoned the same, and LESSEE shall thereafter have no further right, title or interest in the property. LESSEE shall nonetheless be responsible to LESSOR for LESSOR'S expenses incurred in removing and storing LESSEE'S property, and any other reasonable costs incurred in relation thereto, which amount shall be in addition to any amounts received by LESSOR in account of LESSEE'S abandonment of the property pursuant to this Paragraph.

VI. UTILITIES AND TAXES

LESSEE will, in addition to said rentals, pay all charges promptly when due for electricity, gas, power and lighting, water, sewer, fuel and geothermal heating (if applicable) used in and upon the Leased Premises. LESSEE shall further pay all garbage removal charges in connection with the use of the Leased Premises, together with any and all State, County, School District and *ad valorem* taxes payable in connection with the Leased Premises during the Term and/or Extension Term. The foregoing sentence shall not be interpreted as an admission that any tax, to include *ad valorem* taxes, may be assessed against the Leased Premises.

VII. REPAIRS AND MAINTENANCE

A. To the extent determined to be reasonably necessary by LESSOR, LESSOR shall maintain the physical structure of the Leased Premises, including the roof, walls, windows, heating, cooling and ventilation systems, plumbing and other permanent components.

B. To the extent determined to be reasonably necessary by LESSOR, LESSOR shall maintain the paved parking lot on and/or immediately adjacent to the Leased Premises, to include resurfacing, crack sealing and striping/painting.

C. LESSOR will not furnish to LESSEE any janitorial services, janitorial supplies, or window cleaning, gardening or custodial services, at or with respect to the Leased Premises.

D. Except as otherwise provided herein, LESSEE shall be responsible for all repairs

to and maintenance of the Leased Premises. LESSEE shall also be responsible for standard upkeep of the Leased Premises, to include cleaning and removal of rubbish, debris and refuse, and clearing snow and ice from the sidewalk and/or surrounding areas. LESSEE agrees to maintain the Leased Premises in a good state of repair, and to make, at its own expense, all such repairs as may be reasonably necessary to keep the Leased Premises in substantially the same condition as existed upon the effective date of this Lease.

E. In the event that any of the glass in any of the windows or doors on the Leased Premises shall be broken during the term of this Lease, whether through the fault or negligence of LESSEE or otherwise, the same shall at once be replaced by the LESSEE at its own expense.

F. Notwithstanding any other provisions contained herein, in the event the Leased Premises, or any portion thereof, shall be damaged by fire or other casualty due to the fault or negligence of LESSEE, its agents, employees, servants, contractors, subtenants, licensees, customers or business invitees, then, without prejudice to any other rights and remedies of LESSOR, LESSOR may, in its sole discretion, determine that this Lease shall not terminate, the damage shall be repaired by Lessee, and there shall be no apportionment or abatement of any rent.

VIII. **ALTERATIONS AND IMPROVEMENTS**

A. LESSEE may make alterations and improvements to the Leased Premises during the Term (including the Extension Term, if applicable), at its own expense, consistent with LESSEE'S intended use of the Leased Premises; *provided*, LESSEE must first present LESSOR with a written plan showing precisely what alterations and/or improvements it intends to make; *further provided*, LESSEE may thereafter only make those alterations and/or improvements specified in the foregoing plan and only upon the prior written consent of the LESSOR. LESSEE shall be entirely responsible for the cost of any such alterations and/or improvements, shall not allow any liens to be placed on the Leased Premises as a consequence thereof, and shall relinquish any right or claim to said alterations and/or improvements upon termination of this Lease.

B. LESSEE shall be allowed to erect any sign or signs on the Leased Premises necessary to advertise its place of business, subject to approval by LESSOR. Under no circumstances shall LESSEE erect any signs on the Leased Premises without first obtaining LESSOR'S approval. Any sign(s) so erected shall continue to be the property of LESSEE and LESSEE shall bear all responsibility and obligation therefor.

IX. **LIENS**

LESSEE will immediately discharge any lien, encumbrance or charge it has caused to be

created upon the Leased Premises.

X.
INSPECTION

LESSOR, its agents or representatives may come into and upon the Leased Premises during normal business hours for the purpose of examining the Leased Premises and to make any improvements or alterations thereon which LESSOR deems necessary or advisable.

XI.
ASSIGNMENT AND SUBLETTING

A. LESSEE shall not assign, mortgage, pledge, hypothecate or encumber this Lease nor the leasehold estate hereby created or any interest herein or sublet the Leased Premises or any portion thereof, or license the use of all or any portion of the Leased Premises without the prior written consent of LESSOR. A consent by LESSOR to any of the foregoing shall not constitute a waiver of the necessity for such consent to any subsequent act.

B. In the absence of an express agreement in writing to the contrary, executed by LESSOR, no assignment, mortgage, pledge, hypothecation, encumbrance, subletting or license hereof or hereunder shall act as a release of LESSEE of any of the provisions, covenants and conditions of this Lease on the part of LESSEE to be kept and performed.

C. Any such consent by LESSOR to an assignment or sublease shall be with the express understanding that the assignee or sublessee shall accept and be bound by all the terms, covenants, provisions and conditions of this Lease and/or such other terms, covenants, provisions, conditions, modifications and amendments thereof as LESSOR in its sole discretion may reasonably require, and that LESSEE shall remain fully obligated for the performance of all the terms, provisions, conditions and covenants hereof.

XII.
DEFAULT

A. If the rent herein provided for, or any part thereof shall be in arrears, or shall be unpaid on the date the same ought to have been paid, and remains unpaid for five (5) days thereafter, or if said LESSEE shall violate, breach or default in the performance of any of the other covenants or agreements herein contained, and shall not remedy the default within fifteen (15) days after written notice of default by LESSOR, this Lease shall thereupon automatically terminate and it shall be lawful for the LESSOR or its agent or legal representatives to re-enter or repossess the Leased Premises, either by force, summary proceedings, surrender or otherwise, and remove all occupants therefrom and hold and enjoy said premises without let or hindrance by said LESSEE or any other occupants, anything to the contrary herein notwithstanding.

B. LESSEE'S compliance with each and every covenant and obligation hereof on its part to be performed hereunder is a condition precedent to each and every covenant and obligation of LESSOR hereunder. LESSOR shall have all the rights and remedies provided under the laws of the State of Nevada. In the event that LESSEE should default in any manner whatsoever under this Lease, LESSOR'S rights and remedies hereunder shall be cumulative in nature.

C. The waiver by LESSOR of any default or breach of any of the provisions, covenants or conditions hereof on the part of LESSEE to be kept and performed shall not be a waiver of any preceding or subsequent breach of the same or any other provision, covenant or condition contained herein.

D. The LESSEE shall not vacate or abandon the Leased Premises, or permit waste to occur thereon, at any time during the Term or an Extension Term. Any such vacation or abandonment, or the permitting of waste, shall constitute a default hereunder and shall give LESSOR the right to give notice of default as provided herein and, upon termination of this Lease, the LESSOR may re-enter the Leased Premises, take possession thereof and remove LESSEE and all other occupants therefrom, all without prejudicing LESSOR'S right to recover and collect any monies already or then becoming due and payable pursuant to the terms of this Lease.

XIII. QUIET POSSESSION

Upon keeping the covenants and conditions of this Lease, LESSEE shall be entitled during the term hereof to quiet and peaceful possession of the Leased Premises.

XIV. CASUALTY

A. If damage caused by a fire or other casualty renders the Leased Premises untenable, any rent required under this Lease will abate for the period during which the Leased Premises are untenable by reason of the damage to the Leased Premises. If the damage caused by a fire or other casualty renders the Leased Premises partially untenable, no abatement of any rent required under this Lease that is allocable to that portion of the Leased Premises that remains tenantable will occur; the parties will determine the amount of the rent that is allocable to that portion of the Leased Premises that remains tenantable based on the proportion that the utility that the tenantable portion of the Leased Premises has in the conduct of LESSEE'S business bears to the total utility of the Leased Premises in the conduct of that business. For purposes of the foregoing, the parties will consider that the Leased Premises is untenable and that full use of the Leased Premises has not been restored to LESSEE until the date that is thirty (30) days after the date on which LESSOR substantially completes the restoration of the Leased Premises (including leasehold improvements LESSEE makes).

B. If a fire or other casualty renders the Leased Premises untenable, in whole or in part, and the estimated time for the restoration of the Leased Premises (inclusive of leasehold improvements LESSEE makes) exceeds the period that will expire on the date that is 120 days after the date of the occurrence of the fire or casualty, LESSOR or LESSEE may terminate this Lease by the delivery of written notice to the other within fifteen (15) days following the date on which LESSOR notifies LESSEE of the estimated time for the restoration. Landlord must provide that estimate within thirty (30) days following the date of the casualty. If a termination of this Lease does not occur in accordance with this Article, but LESSOR fails to complete the restoration of the Leased Premises by the date that is thirty (30) days after the date of the expiration of the period within which LESSOR estimated the restoration would be completed, LESSEE may terminate this Lease by the delivery of written notice to LESSOR at any time following the expiration of that thirty (30)-day period, but prior to the date on which LESSOR completes the restoration of the Leased Premises. If a termination of this Lease occurs in accordance with the terms of this Article, LESSOR is entitled to receive all proceeds payable in respect of the insurance that LESSEE maintains for the restoration of the Leased Premises, to include alterations and improvements made by LESSEE.

C. If fire or other casualty damages the Leased Premises and a termination of this Lease does not occur, LESSOR shall restore the Leased Premises (inclusive of leasehold improvements LESSEE makes) to substantially the condition that existed prior to the occurrence of the fire or other casualty and shall pursue the restoration with diligence and continuity. If the damage to the Leased Premises occurred as a result of a risk covered by property insurance and the amount of those proceeds is less than the aggregate amount of the costs LESSOR reasonably incurs in connection with the restoration, LESSEE shall pay to LESSOR the amount of the deficiency. LESSOR shall give to LESSEE written notice of the date on which LESSOR anticipates substantially completing the restoration of the Leased Premises at least 30 days in advance of that date. After the delivery of that notice, LESSEE'S employees and contractors may enter the Leased Premises for the purpose of re-installing any of LESSEE'S trade fixtures, equipment or furnishings that the casualty damaged or that LESSEE removed from the Leased Premises in order to facilitate LESSOR'S restoration as long as that entry does not materially interfere with the completion of LESSOR'S restoration of the Leased Premises.

D. The provisions of this Article contain LESSEE'S sole and exclusive remedy in the event of damage or destruction to the Leased Premises. No damages, compensation or claim shall be payable by LESSOR for any inconvenience, any interruption or cessation of LESSEE'S business, or any annoyance, arising from any damage to or destruction of all or any portion of the Leased Premises, except to the extent due solely to LESSOR'S willful misconduct.

XV. INSURANCE AND INDEMNIFICATION

A. LESSEE shall maintain the following insurance throughout the Term and an

Extension Term, at its own expense:

1. Worker's Compensation or Employers Liability Insurance in the amount of no less than \$1,000,000.00;

2. Commercial general liability insurance including blanket contractual liability, broad form property damage, personal injury, premises medical payments, interest of employees as additional insureds and broad form general liability endorsement, covering LESSOR as an additional insured, with not less than the following limits of liability: bodily injury and property damage, not less than \$1,000,000.00 combined single limit for bodily injury, property damage and personal injury;

3. Comprehensive automobile liability covering all owned, non-owned or hired automobiles to be used by LESSEE in the amount of not less than \$1,000,000.00 combined single limit for bodily injury and property damage, with LESSOR as an additional insured;

B. The foregoing policies shall provide that the insurance company or an attorney approved by the insurance company shall defend any suit or proceeding against LESSOR or any member, officer, agent, attorney-in-fact or employee of City of Elko alleging an error, omission or act.

C. On or before the Effective Date, LESSEE shall furnish insurance certificates to LESSOR.

D. All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Nevada.

E. Riders providing substantially as follows shall be made a part of the insurance policies described above in this Lease:

1. The insurance company agrees that it will give a thirty (30) day prior written notice to LESSOR of any material change in or cancellation of any of the coverage shown in this certificate;

2. Notice of accident shall be given by LESSEE to the insurance company as required under the terms of this policy or notice of claim shall be given by LESSOR to the insurance company as required under the terms of the policy. Notice to the insurance company by either LESSOR or LESSEE shall be deemed sufficient notice under the policy;

3. The presence of representatives of LESSOR or other authorized persons on the Leased Premises shall not invalidate the policy; and

4. Violation of any of the terms of any other policy issued by the insurance

company shall not by itself invalidate the policy.

F. The insurance policies described above in this Lease shall be kept in force for the duration of the Term and any Extension Term.

G. Notwithstanding any other provision contained herein, LESSEE hereby releases, holds harmless, and shall indemnify and defend LESSOR for, from and against any and all claims, actions, demands, suits, liabilities, costs and penalties arising from or in any manner related to the acts or omissions of LESSEE or LESSEE'S invitees upon the Leased Premises or in any manner pertaining to this Lease or the rights and duties of LESSEE herein contained.

XVI. GENERAL TERMS

The following general provisions shall apply to this Lease:

1. **NOTICES.** All notices that may be required by this Lease shall be sent to the respective parties at the addresses appearing below:

LESSOR

Elko Regional Airport
ATTN: Airport Director
975 Terminal Way
Elko, Nevada 89801

LESSEE

Elko Leasing Company
ATTN: Aaron Kenneth Martinez
PO Box 1011
Elko, Nevada 89803
(775) 738-3113

Any such notices shall be (i) personally delivered to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery to said offices; (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered three (3) days after deposit in the U.S. mail, postage prepaid; (iii) sent by facsimile, in which case they shall be deemed delivered on the date of transmission if sent before 5:00 p.m.; or (iv) sent by air courier (Federal Express, UPS or like service), in which case they shall be deemed delivered on the date of actual delivery. Either party may change the address to which such notice is to be delivered by furnishing written notice of such change to the other party via one of the above methods in compliance with the foregoing provisions.

2. **ATTORNEY FEES AND COSTS.** If any action at law or equity shall be brought to enforce any term or condition contained in the Lease, the prevailing party shall be entitled to recover all costs and expenses from the other party, including reasonable attorney fees.

3. **NO RESTRICTION ON LESSOR'S RIGHT TO MARKET AND SELL LEASED PREMISES.** LESSOR shall be entitled to market and/or sell the Leased Premises, or assign its rights and obligations under the Lease, without the prior written consent of the LESSEE.

4. **PARTIAL INVALIDITY.** If any term, provision, covenant or condition of this Lease, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Lease, and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected or invalidated thereby.

5. **TIME OF ESSENCE.** Time is of the essence in this Lease and all of the terms, provisions, covenants and conditions hereof.

6. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties and cannot be change, modified, amended or terminated verbally. This Lease supersedes all previous agreements or representations, whether written or verbal.

7. **APPLICABLE LAWS.** The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Lease.

8. **CHOICE OF FORUM.** The parties agree that the Fourth Judicial District Court in and for the County of Elko, State of Nevada, shall have jurisdiction and venue over all civil actions between the parties in relation to this Lease.

9. **BINDING EFFECT.** This Lease and all the covenants, provisions and conditions herein contained shall insure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject to any restrictions on assignment contained herein.

10. **FACSIMILE AND ELECTRONIC SIGNATURES.** Facsimile and electronic (including scanned) signatures shall be deemed the same as original signatures.

11. **NO PARTNERSHIP.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, or joint venture, or any association between LESSOR and LESSEE. Neither the provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between LESSOR and LESSEE other than the relationship of landlord and tenant.

12. **FORCE MAJEURE.** Except as otherwise provided herein, in the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Lease by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental law or regulations, riots, insurrection, war or

other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, the performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, in no event shall the foregoing excuse the payment of Rent or other sums due under this Lease.

13. **WAR OR NATIONAL EMERGENCY.** During time of war or national emergency, LESSOR shall have the right to lease the Leased Premises or any part thereof to the United States for military use, in which event this Lease shall be subordinate and subject to any lease between LESSOR and the United States.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first herein above written.

LESSOR:

LESSEE:

CITY OF ELKO

By: _____

**REECE KEENER
MAYOR**

By: _____

Its: Managing Member

ATTEST:

Natasha Henderson
Acting Sec, CITY CLERK

EXHIBIT A

EXHIBIT A

LEGAL DESCRIPTION OF LEASE AREA

A portion of the Elko Regional Airport parcel, located in the southeast quarter of Section 16, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Elko County, Nevada, more particularly described as follows;

Beginning at a point that bears South 73°45'26" East, a distance of 2,170.39 feet from the Elko Regional Airport survey control monument "Cessna";
Thence, North 68°30'24" East, a distance of 131.42 feet;
Thence, South 21°29'36" East, a distance of 71.96 feet;
Thence, South 68°30'24" West, a distance of 131.42 feet;
Thence, North 21°29'36" West, a distance of 71.96 feet, more or less, to the point of beginning.

Said Lease Area contains a total area of $\pm 9,457$ square feet, which includes $\pm 7,069$ square feet of building, and $\pm 2,388$ square feet of parking area.

The basis of bearings for this description is the Nevada State Plane Coordinate System, East zone. Ground coordinates are given for the following monuments, with a grid to ground scale factor of 1.000357:

Elko Regional Airport survey control monument "Cessna"

N 2847077.14

E 599834.56

Elko Regional Airport survey control monument "Piper"

N 28469096.94

E 599075.75

With a bearing of South 24°18'17" West and distance of 1,843.60 feet from Cessna to Piper.

Description prepared by:
Robert Thibault, PE, PLS
City of Elko Civil Engineer

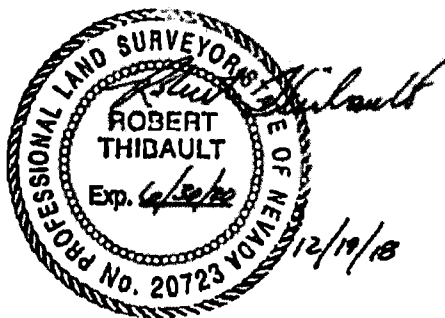


EXHIBIT B

FOUND STEEL ROD IN WELL
 "CESSNA"
 N=28470777.14
 E=599834.36
 EL=5112.49

LANDSCAPING

REACH AMBULANCE
 LEAD

S73°45'26"E
 2170.39

N68°30'24"E 131.42
 40.58
 9.00
 3.50
 61.96

OLD TERMINAL
 7,069 SF BUILDING
 2,388 SF PARKING
 9,457 SF TOTAL

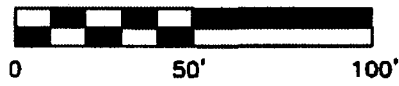
S21°29'38"E
 71.96

101.42
 S68°30'24"W 131.42

PARKING

FBO LEASE

FBO LEASE



SCALE
 1"=50'
 DATE
 JOB No.

**EXHIBIT B
 OLD TERMINAL BUILDING
 LEASE AREA DISPLAY**

DESIGNED BY: [blank]
 DRAWN BY: JCB CDR 2017
 CHECKED BY: [blank]
 DATE: 12/21/2016

IN SECTION 16, T 34 N,
 R 55 E, M.D.B.&M.

US Army Corps of Engineers, 2016-2017, 2018-2019, 2020-2021, 2022-2023, 2024-2025, 2026-2027, 2028-2029, 2030-2031, 2032-2033, 2034-2035, 2036-2037, 2038-2039, 2040-2041, 2042-2043, 2044-2045, 2046-2047, 2048-2049, 2050-2051, 2052-2053, 2054-2055, 2056-2057, 2058-2059, 2060-2061, 2062-2063, 2064-2065, 2066-2067, 2068-2069, 2070-2071, 2072-2073, 2074-2075, 2076-2077, 2078-2079, 2080-2081, 2082-2083, 2084-2085, 2086-2087, 2088-2089, 2090-2091, 2092-2093, 2094-2095, 2096-2097, 2098-2099, 2100-2101, 2102-2103, 2104-2105, 2106-2107, 2108-2109, 2110-2111, 2112-2113, 2114-2115, 2116-2117, 2118-2119, 2120-2121, 2122-2123, 2124-2125, 2126-2127, 2128-2129, 2130-2131, 2132-2133, 2134-2135, 2136-2137, 2138-2139, 2140-2141, 2142-2143, 2144-2145, 2146-2147, 2148-2149, 2150-2151, 2152-2153, 2154-2155, 2156-2157, 2158-2159, 2160-2161, 2162-2163, 2164-2165, 2166-2167, 2168-2169, 2170-2171, 2172-2173, 2174-2175, 2176-2177, 2178-2179, 2180-2181, 2182-2183, 2184-2185, 2186-2187, 2188-2189, 2190-2191, 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4012-4013, 4014-4015, 4016-4017, 4018-4019, 4020-4021, 4022-4023, 4024-4025, 4026-4027, 4028-4029, 4030-4031, 4032-4033, 4034-4035, 4036-4037, 4038-4039, 4040-4041, 4042-4043, 4044-4045, 4046-4047, 4048-4049, 4050-4051, 4052-4053, 4054-4055,

EXHIBIT C

Exhibit C

Additional Terms Required

By FAA Safety/Compliance Inspector

1. The Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in the attached Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in

Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Lessee shall furnish its accommodations and/or services on a fair, equal and no unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the Lessor shall have the right to terminate this Lease and the estate hereby created without liability therefor or at the election of the Lessor or the United States. Either or both said governments shall have the right to judicially enforce such provisions.

6. Lessee agrees that it shall insert the above five provisions in any Lease agreement, contract, etc. by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

7. The Lessee assures that it will undertake an affirmative action program as

required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The Lessor reserves the right to further develop or improve the landing area of the Elko Regional Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.

9. The Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the Elko Regional Airport and all publicly-owned facilities of the Elko Regional Airport, together with the right to direct and control all activities of the Lessee in this regard.

10. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the United States, relative to the development, operation or maintenance of the Elko Regional Airport.

11. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking

off from or operation on the Elko Regional Airport .

12. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises.

13. The Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 5,075 feet. In the event the aforesaid covenants are breached, the Lessor reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

14. The Lessee, by accepting this Lease, agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the premises hereby leased, and cause the abatement of such interference at the expense of the Lessee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This Lease and all provisions hereof shall be subject to whatever right the

United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of or the exclusive or non-exclusive use of the Elko Regional Airport by the United States during the time of war or national emergency.

CHAPTER I
GENERAL PROVISIONS

SECTION 1. Definitions

As used in these Rules and Regulations, unless the text otherwise requires:

1. "Airport" means the Elko Regional Airport and all of the area, building facilities, and improvements within the exterior boundaries of such airport as it now exists or as it may hereafter be extended or enlarged.

2. "Airport Director" means the means the person appointed by the Board of Supervisors of the City of Elko, whose job duties are outlined in Section 2.

3. "Council" means the City Council of the City of Elko, Nevada.

4. "City" means the City of Elko, Elko County, Nevada.

5. "F.A.A." means the Federal Aviation Administration.

6. "Person" means any individual, firm, partnership, corporation, company, association, joint-stock association or body politic, and includes any trustee, receiver assignee or other similar representative thereof.

7. "Advisory Board" means the Elko Regional Airport Advisory Board established by the Elko Board of Supervisors.

SECTION 2. Airport Director

The Airport Director shall be appointed by the Board. He shall report to the City Manager through the Assistant City Manager. The Airport Director's duties include, but are not limited to:

1. Develop and implement policies and procedures related to airport operations, safety and maintenance, drafts and revises airport policy and procedure manuals regarding emergency procedures, minimum safety standards and operating procedures in accordance with FAA operation rules.

2. Coordinates the development and negotiation of airport leases, contracts and agreements, including those with private companies, commercial air carriers and government agencies for the rental of airport facilities including hangars, building space, airport service and concessions.

3. Initiates the FAA grant priorities and monitors the major construction resulting from those grant projects. Plans, organizes, coordinates, supervises and evaluates programs, plans, services, staffing, equipment and infrastructure of the airport, including airport development and improvement projects.

4. Supervises and monitors use of the airport facilities by tenants, concessionaires and patrons, including ground operations, passenger and baggage screening, emergency operations, maintenance and related activities. Supervisors grounds and facilities maintenance, coordination of improvements or changes to facilities or equipment. Inspects airport grounds, facilities and equipment, and notes maintenance needs, safety hazards and other problems, initiates corrective action and follows-up as necessary.

5. Interprets flight safety and other flight and airport use regulations for the public, enforces airport regulations and assures compliance with a variety of local, State, and Federal laws and regulations related to airport operations.

6. Assesses a variety of emergency situations requiring airport closure or altered operations, such as snow-plowing, ice removal or other extreme weather conditions, bomb threats, fire, crashes or other emergencies, coordinates fire, crash and rescue procedures.

SECTION 3. Rules and regulations

All aeronautical activities at the airport, all operation and flying of aircraft at the airport, and all business and other activities on the airport shall be conducted in conformity with these rules and regulations, and all amendments, supplements, attachments, changes, and additions hereto which may hereafter be adopted by the Board, and further in conformity with all pertinent rules, regulations, orders and rulings of the F.A. A., which are made a part of these rules by this reference. Provided, however, that nothing herein contained shall affect or impair any existing agreement. In the event of any conflict between these rules and regulations and any law, rule, regulation or order of the F.A.A. or other governmental agency exercising the same or similar jurisdiction, the latter shall prevail.

SECTION 4. Special events

Special events, such as air shows, air races, fly-ins, sky diving and all events requiring

the general use of the airport, other than normal or routine airport traffic, shall be held only upon the prior approval of the Airport Director, and on such dates, in such areas and upon such terms and conditions as shall be specified by the Airport Director.

SECTION 5. Public use

The airport shall be open for public use at all hours of the day, subject to regulation or restriction due to conditions of the landing area, the presentation of special events and like causes, as may be determined by the Airport Director and revocation of the right to use for violation of these rules and regulations as herein provided.

SECTION 6. Common use area

All runways for landing and take-off, all, all runway markers, guidance, signal, and beacon light used to guide operating aircraft, and wind information, for signaling, for radio-direction finding, or for any other structure, equipment or mechanism having a similar purpose for guiding or controlling flight in the air or landing and take-off of aircraft, and together with such aprons, ramps, turn-offs, taxiways, tie down areas and other areas of the airport as the airport director shall specify or designate as common use areas available for use, in common, by all persons flying or operating aircraft on the airport and shall be kept clear and available for aircraft traffic. No person or entity shall use any common use area for the parking or storing of inoperative aircraft, the repair, servicing, or fueling of aircraft or for any other purpose other than the flying and operation of aircraft without the prior consent and authorization of the Airport Director. Common use areas shall be subject to change by the Airport Director.

SECTION 7. Vehicular traffic

The traffic laws of the City shall apply to the streets, roads, and parking areas on the airport, unless restricted by the Airport Director. Vehicular access to aircraft in the General Aviation area is permitted for the purpose of loading and unloading only. Except for fire fighting equipment, ambulances, emergency vehicles, and aircraft maintenance vehicles, no person shall take or drive any vehicle on the airport, other than on established streets, roads and automobile parking facilities, unless permission has been first obtained from the Airport Director.

SECTION 8. Advertising

No signs or other advertising shall be placed on constructed upon the airport without the prior approval of the Airport Director. Any building, structure or improvement must also obtain prior approval of the Airport Director.

SECTION 9. Acceptance of rules by use

The use of the airport or any of its facilities in any manner shall constitute an assumption by the user of these rules and regulations and shall create an obligation on the part of the user to abide by and obey these rules and regulations.

SECTION 10. Operators to keep rules available

All persons licenses to do business on or conduction operations of any kind on the airport shall keep a current copy of these rules and regulations in its office or place of business and make it available to all persons.

CHAPTER II

AIRPORT OPERATIONS AND AIRPORT TRAFFIC

SECTION 1. General

1. Every person operating an aircraft shall comply with and operate such Aircraft in conformity with these Rules and Regulations, and all pertinent rules, regulations, or orders of the FAA.

2. The taxing, traffic, and landing rules will be managed by the Elko Regional Airport Control Tower.

3. In the event any aircraft is wrecked or damaged to the extent that it cannot be moved under its own power, the Airport Director shall be immediately notified by the personnel of the Control Tower. Subject to governmental investigations and inspection of the wreckage, the owner or pilot of the wrecked or damaged aircraft, or the owner's agent or legal representative shall, as soon as reasonably possible, obtain the necessary permission for the removal of the aircraft and shall promptly remove such aircraft and debris from all landing areas, taxiways, ramps, tie-downs areas, and all other traffic areas and placed or stored in an area designated by the Airport Director. In the event the owner of the aircraft fails for any reason to comply with this regulation, the Airport Director may cause the removal and storage, or disposal of such wrecked or damaged aircraft at the expense of the aircraft owner, the owner's agent, or legal representative.

SECTION 2. Ground rules

1. No person shall park, store, tie-down, or leave any aircraft on any area of the airport other than that designated by the Airport Director, or his duly authorized agent.

2. No aircraft shall be parked or stored at the Elko Regional Airport unless it is properly tied down and secured in place. It shall be the sole responsibility of the aircraft owner or pilot to tie down or secure said aircraft at all times required by these rules and regulations or as requested by the Airport Director. Owners of all aircraft shall be held solely responsible for any damage or loss resulting from the failure of such owner or pilot of such aircraft to comply with this rule.

3. No person shall take or use any aircraft anchoring or tie-down facilities when said facilities are already in use by another person.

4. All repairs to aircraft or engines shall be made in the spaces or areas designated for this purpose by the Airport Director and not on any part of the landing area, taxiways, ramps, fueling, or service areas of a fixed base operator, unless mutually agreed upon by the fixed base operator and the Airport Director. Prior approval for minor repairs to aircraft located on parking areas may be obtained from the Airport Director.

5. No aircraft engine shall be started on an aircraft unless a competent operator is in control of the aircraft and the parking brakes have been set or the wheels have been set with blocks that are equipped with ropes or other suitable means for removing said blocks.

6. No aircraft engine shall be started, run, or run-up, unless the aircraft is in such a position that the propeller or jet blast clears all hangars, shops, or other

buildings, persons, other aircraft, vehicles, and the flight and taxi path of other aircraft.

SECTION 3. Fire regulations

1. No aircraft shall be fueled or drained while the engine is running, or while in a hangar or other enclosed area. Fueling shall be done in such a manner and with such equipment that adequate connections for bonding for static electricity shall be continuously maintained during fueling operations.

2. All persons using, in any way, the airport area or the facilities of the airport shall exercise the utmost care to guard against fire and injury to persons or property.

3. No person shall smoke or ignite any matches, flares, lighters, or other objects of which produce an open flame anywhere within a hangar, shop, building or flammable structure in which any aircraft is or may be stored, or in which any gas, oil or flammable substance is stored or within 50 feet of any aircraft or any fueling facilities.

CHAPTER III

AIRPORT OPERATORS, LEASES, AND CONCESSIONS

SECTION 1. Business activities.

Subject to applicable orders, certificates or permits of the Federal Aviation Administration, or its successors, no person shall use the airport, or any portion thereof, or any of its improvements or facilities for revenue producing commercial, business, or aeronautical activities, who has not first complied with these rules and regulations and

obtained the consent and all appropriate permits and licenses for such activities from the Board and entered into such written leases and other agreements prescribed by the Board, or agreed upon by the Board and such person or business entity.

SECTION 2. Application.

Applications for leases of ground on the airport, or for permission to carry on any commercial, business or aeronautical activity on the airport, with the necessary permits and licenses, shall be made to the Airport Director on forms prescribed by the Board. This includes, but is not limited to Request for Proposals. The Airport Director shall present the application to the Board by at least its next regular meeting. The Board may, if it deems it advisable, have a public hearing upon the application. The applicant shall submit all information and material necessary, or requested by the RFP or the Board, to establish to the satisfaction of the Board that the applicant can qualify and will comply with these rules and regulations. The application shall be signed and submitted by every party owning an interest in the business, those who will be managing the business, every partner of a partnership, and each Director, and officer of a corporation.

SECTION 3. Action on Application.

The Board may deny any application if, in its opinion, it finds any one or more of the following:

1. The applicant, for any reason, does not meet the qualifications, standards and requirements established by these rules and regulations; or
2. The applicants proposed operations or construction will create a safety

hazard on the airport; or

3. The granting of the application will require the City to spend City funds, or to supply labor or materials in connection with the proposed operations to an extent which or at a time the Board is unwilling to enter into such arrangement; or the operation will result in a financial loss to the City: or

4. There is no appropriate, adequate or available space or building on the airport to accommodate the entire activity of the applicant at the time of the application; or

5. The proposed operation or airport development or construction does not comply with the master plan of the airport; or

6. The development or use of the area requested by the applicant will result in depriving existing fixed base operators of portions of the area in which they are operating; or will result in a congestion of aircraft or buildings; or will result in unduly interfering with the operations of any present fixed base operator on the airport through problems in connection with aircraft traffic or service, or preventing free access to the fixed base operators area: or

7 Any part applying or interested in the business has supplied the Board with any false information or has misrepresented any material fact in his application or in supporting documents; or has failed to make full disclosure on his application; or in supporting documents; or

8. Any party applying, or interested in the business has a record of violating these rules and regulations, or the rules and regulations of any other airport, or the

Federal Aviation Regulations, or any other rules and regulations applicable to the Elko Regional Airport.

9 Any part applying, or interested in the business has defaulted in the performance of any lease or other agreement with the City of Elko, or

10. Any party applying, or interested in the business has a credit report which contain derogatory information and does not appear to be a person of satisfactory business responsibility and reputation; or

11. The applicant does not appear to have, or have access to the finances necessary to conduct the proposed operation for a minimum of six months; or

12. Any party applying, or interested in the business has been convicted of any crime or violation of any City ordinance of such a nature that it indicates to the Board that the applicant would not be a desirable operator on the Elko Regional Airport;

13. The protection of the health, welfare, or safety of the inhabitants of the City of Elko require such denial.

14. Nothing contained herein shall be construed to prohibit the Board from granting or denying, for any reason it deems sufficient, an application to do business on the airport for the purpose of selling, furnishing or establishing non-aviation products and supplies or any service or business of a non-aeronautical nature, or the application by a person for an area on the airport for the personal non-profit use of such person.

SECTION 4. Supporting Documents

If requested by the Board, the applicant shall submit the supporting documents itemized in the Appendix _____ to the Board, together with such other documents and information as may be requested by the Board.

SECTION 5. Airport License and Leases Non-Transferable

No right, privilege, permit or license to do business on the Elko Regional Airport, or any lease of any area of the airport shall be assigned, sold, or otherwise transferred or conveyed in whole or part without the prior express consent of the Board.

SECTION 6. Tie-down Rates

Daily and Monthly tie down rates shall be administered by the Airport Director.

SECTION 7. Refuse

No person shall throw, dump, or deposit any waste, refuse or garbage on the Elko Regional Airport. All waste, refuse, or garbage shall be placed and kept in closed garbage cans or containers and all operating areas shall be kept in a safe, neat, clean, and orderly manner at all times, and in such a manner as to minimize any hazards.

SECTION 8. Approval of Construction

No buildings, structures, tie-downs, ramps, paving, taxi areas, or any other improvement or addition on the airport shall be placed or constructed on the airport, or altered or removed without the prior approval of the Board *and/or Airport Director*. In

the event of any construction, the Board may, in its discretion, require the appropriate bond to guarantee the completion of the construction in accordance with Board approval.

SECTION 9. Operation Area.

No person authorized to operate on or conduct business activities on the airport shall conduct any of its business or activities on any area except those specified by the Board, or the Airport Director, and the leased areas.

SECTION 10. Fixed Base Operator

No person shall use the Elko Regional Airport as a fixed base operator until such person has applied for and received from the Board a fixed base operator's license and has met the qualifications, standards and requirements of these rules and regulations. These standards, requirements, rules and regulations pertaining to FBOs, and a list of the services of a fixed base operator is contained in Appendix _____.

SECTION 11. Waiver of Chapter III

The Board may in its discretion, waive all or any of Chapter III, or the requirements listed in Appendix _____, for the benefit of any Government or Government Agency or Department or person performing non-profit public services to the aircraft industry, or performing air search and rescue operations, or performing fire prevention or fire fighting operations.

SECTION 12. Business Name

No person shall conduct business operations on the airport under a business name the same as or deceptively similar to the business name of any other fixed base operator.

SECTION 13. Damage Repair by the City

Nothing contained in these rules and regulations shall be construed as requiring the City to maintain, repair, restore or replace any structure, improvement or facility which is substantially damaged or destroyed due an act of God or other condition or circumstance beyond the control of the City.

CHAPTER IV PENALTIES

SECTION 1. General

In addition to any penalties otherwise provided by City Ordinance, law, the F.A.A., or other governmental agency, any person violating or failing or refusing to comply with these rules and regulations or those issued by the Airport Director may be promptly removed or ejected from the airport by or under the authority of the Airport Director. Upon the order of the Board or Airport Director, such person may be deprived of further use of the airport and its facilities pending appeal or presentation of the matter to the Board.

SECTION 2. Appeals

Such matters shall be presented to the Board as expeditiously as practicable. By request of the Board, the accused violator will be asked to show cause for reinstatement of airport use.

SECTION 3. Enforcement

In addition to any civil or criminal penalties, upon order of the Board, such person may be deprived of further use of the airport and its facilities for such time as may be deemed necessary and appropriate by the Board to insure the safeguarding of the airport, its operations, the public use thereof and the City's interest therein.

CHAPTER IV GOVERNMENT AGREEMENTS

SECTION 1. War or National Emergency

During time of war or national emergency the City shall have the right to lease the airport, or the landing areas, or any part thereof to the United States Government for military use, and any license or authority granted under these rules and any lease and agreement executed pursuant hereto shall be subject to such government lease and the provision of the government lease.

**FIRST AMENDMENT TO LEASE AGREEMENT FOR USE OF
OLD TERMINAL BUILDING ELKO REGIONAL AIRPORT**

This First Amendment to the Lease Agreement (hereinafter the "First Amendment") is entered into this ____ day of _____, 2019 (hereinafter the "Effective Date") between the City of Elko, Nevada, a municipal corporation and political subdivision of the State of Nevada (hereinafter referred to as "LESSOR"), and Elko Leasing Company, a Nevada general partnership (hereinafter referred to as "LESSEE").

R E C I T A L S

WHEREAS, on January 25th, 2019, LESSOR entered into a Lease Agreement for Use of Old Terminal Building Elko Regional Airport (hereinafter the "Lease Agreement") with LESSEE for the Leased Premises, more commonly known as the "Old Terminal Building," located within the boundaries of the Elko Regional Airport on Murray Way, Elko, Nevada;

WHEREAS, LESSOR and LESSEE seek to amend the Lease Agreement, to include modifying the Term and deleting Section II, entitled "Feasibility;"

NOW, THEREFORE, in consideration of the above recitals, LESSOR and LESSEE hereby agree as follows:

I. AMENDMENT TO LEASE AGREEMENT. The Lease Agreement is hereby amended and modified as follows:

1. Article I (Term) is hereby deleted in its entirety and replaced with the following:

A. The Term of this Lease shall be twenty (20) years, beginning on the 20th day of February, 2019 and terminating on the 21st day of February, 2039 (hereinafter the "Initial Term"). Unless this Lease is otherwise terminated as provided herein, if after the foregoing ten (10) year period LESSEE does not properly exercise its option to extend as provided herein, the Lease will automatically convert to a month-to-month tenancy, and either party may terminate the tenancy thereafter upon thirty (30) days' written notice of termination to the other party.

B. LESSEE may extend the Term of this Lease up to three (3) times after the Initial Term, with each additional term being for a period of ten (10) years (each of the foregoing additional terms hereinafter referred to as an "Extension Term") by providing written notice to LESSOR no less than thirty (30) and no

more than sixty (60) days prior to the end of the Initial Term or the Extension Term then in effect. Notwithstanding any other provision contained herein, this Lease shall terminate no later than fifty (50) years from the Effective Date.

C. Notwithstanding any other provision contained herein, in the event LESSEE'S use of the Leased Premises becomes incompatible with the Airport Master Plan for the Elko Regional Airport or any amendments thereto, LESSOR may thereafter terminate this Lease upon thirty (30) days' written notice to LESSEE.

2. Article II (Feasibility) is hereby deleted in its entirety.

3. Article VII (Repairs and Maintenance), Paragraph B is hereby deleted in its entirety and replaced with the following:

B. To the extent determined to be reasonably necessary by LESSOR, LESSOR shall maintain the paved parking lot on and/or immediately adjacent to the Leased Premises, to include resurfacing, crack sealing and striping/painting excluding any lease areas delineated within this agreement.

II. GENERAL PROVISIONS. Except as modified by this First Amendment, the Lease Agreement shall remain in full force and effect, and the Lease Agreement, as modified by this First Amendment, is hereby ratified and confirmed by the parties. In the event of a conflict between the terms of this First Amendment, and the terms of the Lease Agreement, the terms of this First Amendment shall control. Defined terms used in this First Amendment which are not defined herein shall have the meanings set forth in the Lease Agreement. This instrument may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

(Signatures on next page)

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Effective Date.

LESSOR:

CITY OF ELKO

By: _____
REECE KEENER, MAYOR

LESSEE:

**ELKO LEASING COMPANY, LLC, a
Nevada general partnership**

By: _____
**AARON MARTINEZ,
MANAGING MEMBER**

ATTEST:

KELLY WOOLDRIDGE, CITY CLERK

**Elko City Council
Agenda Action Sheet**

1. Title: **Review and possible approval of a Communication Facilities Lease Agreement between the Elko Television District and White Cloud Networks, Nevada, allowing for the installation and operation of communications equipment located in the Airport Fiber Shelter, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 24, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **The current lease agreement between the City of Elko/Elko Regional Airport and the Elko Television District allows subletting, with the approval of the City of Elko. A copy of the proposed Agreement is enclosed in the agenda packet for review. JF**
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: **Jon Wahrenbrock**
jwahrenbrock@yahoo.com

Agreement Number: 2019-002

COMMUNICATION FACILITIES LEASE AGREEMENT

This Agreement is made and entered into this 15TH day of April, 2019, by and between the ELKO TELEVISION DISTRICT, hereinafter referred to as the LESSOR, and WHITE CLOUD NETWORKS, NEVADA, hereinafter referred to as the LESSEE.

WITNESSETH

WHEREAS, pursuant to the provisions contained in the charter of the Elko Television District, the elected board may enter into agreements necessary to carry out the lease of space for the public good; and

WHEREAS, LESSEE desires to enter into a lease with the above-named LESSOR so as to enable the LESSEE to install Communication Equipment; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

ARTICLE I – THE PREMISES AND ITS USE

The LESSOR hereby agrees to lease unto the LESSEE and the LESSEE hereby agrees to lease from the LESSOR, space within certain premises, known as the Airport Fiber Shelter located at 850 1/4 Aspen Way in Elko Nevada in the County of Elko, State of Nevada (the "Leased Premises"), for such uses as will accommodate the LESSEE's installation and operation of communications equipment on the subject property, said equipment to include and be limited to equipment listed by schedule in Article 4, including associated filters and IM suppression equipment.

ARTICLE II – TERM OF LEASE

LESSOR hereby agrees to grant a Lease unto LESSEE, and LESSEE hereby agrees to accept a Lease from LESSOR, relating to the subject premises heretofore described, with the term of said Lease commencing on the 15th day of April, 2019, and terminating on the 30th day of June, 2024, unless this Agreement has been renewed according to the provisions hereinafter set forth.

ARTICLE III – WARRANTY OF TITLE; COMPLIANCE WITH THE LAW

LESSOR represents, warrants and covenants to LESSEE that (a) LESSOR owns or is otherwise fully legally authorized to lease the Leased Premises free and clear of any liens, encumbrances, charges, security interests or other such title defects; and (b) LESSEE shall have the quiet enjoyment of the Leased Premises during the term of this Agreement.

The parties shall comply with all statutes, rules, orders, building codes, ordinances, requirements, and regulations of the City, County, State, and Federal governments, applicable to the premises, including but not limited to OSHA, the Americans With Disabilities Act of 1990 (ADA) set forth in 42 U.S.C. Section 12101 through 12213 and 47 U.S.C. Section 225.611.

ARTICLE IV – FEES AND CHARGES

LESSEE agrees to pay LESSOR yearly, in advance, the annual sum of **\$3200.00**. LESSEE shall tender payment to the LESSOR on a yearly basis. The services to be provided by the LESSOR to the LESSEE in consideration of the payment by LESSEE of the aforementioned sum shall include:

- i. Facility Space;
 - 1. to include one (1) standard 19-inch (W) by 84-inch (H) rack located at the Airport site
- ii. Tower Space for one (3-foot) microwave antenna
- iii. Utilities; including air conditioning and electricity
- iv. Customer equipment to include routers, switches, power supplies, battery rectifiers, batteries, lightning protection, cabling and other related network equipment.
- v. Entry to the site building through issued Access Control Card(s):

ARTICLE V – REPAIR AND MAINTENANCE

- 1. LESSOR agrees to maintain the premises in as good a state of repair as when first occupied, ordinary wear and tear, obsolescence and damage by the elements, fire or other casualty excepted.
- 2. LESSOR agrees to make any and all replacements and or repairs, including but not limited to the structural, heating, air conditioning, flooring, roofing, wall, electrical, gas and plumbing elements, components and structures requiring replacement and or repair as a result of any defect, wear or damage not caused by the negligence of the LESSEE.
- 3. LESSOR agrees to conduct any and all repairs and maintenance at reasonable times and without undue inconvenience to LESSEE. The LESSEE agrees to permit the LESSOR, its agents and other employees, to have access to and to enter the Leased Premises at all reasonable and necessary times, for any purpose connected with the repair, care and improvement of the premises.

4. The parties agree that the LESSEE shall be entitled to an abatement and or reduction in fees charged under this Agreement in the event of any impairment of the LESSEE's use or enjoyment of the Leased Premises.

ARTICLE VI – INTERFERENCE

In the event that interference occurs after initialization of the equipment operation approved by LESSOR, the parties agree to jointly pursue identification and resolution of the interference. If such resolution is not economically feasible, as determined by the LESSEE, the LESSEE shall remove its equipment and the Agreement will be terminated.

ARTICLE VII- UTILITY PRICE INCREASES

If, during a contract year, the Nevada Public Utilities Commission approves a price increase for power supplied to the LESSOR by NV Energy or its successors; the LESSOR shall notify the LESSEE at least 60 days prior to the anniversary date of the contract of said price increase and estimated costs via certified mail or email with a read receipt. LESSEE shall provide LESSOR with written notification of acceptance or rejection within 30 days of receipt. If accepted, said price increase will occur for the upcoming contract year. If rejected, the contract will terminate at the end of the current contract year. If LESSEE fails to respond within 30 days of receipt of the notification, then said price increase will occur for the upcoming contract year.

ARTICLE VIII – LIABILITY, DEFENSE AND INDEMNIFICATION

The liability of both parties under this Agreement shall not be subject to punitive damages. Actual damages for any LESSEE breach shall never exceed the amount of funds, which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach. Subject to the foregoing, each party agrees to indemnify, defend and hold harmless the other party (including it, its affiliates and their respective employees, agents, officers, representatives and contractors) from and against any third-party claims or losses premised on the indemnifying party's breach of this Agreement, negligence or violation of applicable law.

ARTICLE IX – INSURANCE

LESSOR agrees and accepts that LESSEE is self-insured and will maintain adequate coverage during the term of the lease.

ARTICLE X – CHOICE OF LAW AND FORUM

This Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Nevada. The

parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement

ARTICLE XI – OPTION TO RENEW

LESSEE shall have the option to renew this Agreement for one successive 5-year term by serving LESSOR with written notice of its intention to renew at least thirty (30) days prior to the expiration of the Agreement term. The yearly lease amount may be renegotiated at the time of renewal. The exercise of the renewal option shall not be effective and binding upon the LESSEE unless and until the same has been approved by the appropriate official action of the LESSEE.

ARTICLE XII – NOTICES

Except as otherwise provided for within this Agreement, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other party at the address set forth below:

For LESSEE: White Cloud Networks, Nevada
Joseph Shelton
President and CEO
663 Main Ave. East
Twin Falls, ID 83301
208-733-5470
joe@whitecloudcom.com

For LESSOR: Steve Guitar, Chairman
Elko Television District
P.O. Box 456
Elko, Nevada 89803
Phone: (775) 778-0561
Fax: (775) 738-4056
elkotvdistrict@gmail.com

ARTICLE XIII – TERMINATION, BREACH, AND DEFAULT

This Agreement may be terminated unilaterally, for cause, upon thirty (30) calendar days service of written notice and may be unilaterally terminated without cause, upon service of one hundred eighty (180) calendar day's written notice. In the event that this Agreement is terminated without cause, by either the LESSOR or LESSEE, or by mutual consent, the LESSOR shall return to the LESSEE, within two hundred

and ten (210) calendar days following service of said notice, that sum representing any and all Lease payments paid by LESSEE to LESSOR for services to be provided for that period of time extending beyond the one hundred eighty (180) days' notice period.

A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon service of written notice of default or breach to the other party as follows:

- a. If a party hereto fails to provide or satisfactorily perform any of the conditions, work, and or services called for by this Agreement; or
- b. If any state, county, city, or federal license, authorization, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by the LESSOR to provide the services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- c. If LESSOR becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- d. If a party hereto materially breaches any material duty under this Agreement and any such breach impairs the other party's ability to perform; or

Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and the prevailing party's attorney's fees and costs.

The parties agree that upon termination of this Agreement, LESSEE will peaceably and quietly leave, surrender, and yield up to the LESSOR the Leased Premises.

ARTICLE XIV – MISCELLANEOUS

All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and successors or assigns as the case may be, of the respective parties.

It is agreed to by and between the parties that LESSEE, upon keeping and performing the covenants herein contained, shall at all times during said Lease

peaceably and quietly have, hold, and enjoy the Leased Premises without suit, trouble, or hindrance from the LESSOR provided, however, and it is further agreed, LESSEE will perform and fulfill each and every condition and covenant contained herein, unless such performance is excused.

LESSEE agrees that upon the termination of Lease, it shall remove or cause to be removed, at its own expense, any and all improvements erected or emplaced by it on said premises, unless otherwise agreed upon by LESSOR.

To the fullest extent permitted by law, including but not limited to NRS Chapter 41 liability limitations, in the event of legal action brought by either party to enforce the terms hereof or relating to the premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement.


IN WITNESS WHEREOF, LESSEE and LESSOR have caused their name to be signed hereon on the date first written above.

LESSOR:

LESSEE:



Steve Guitler, Chairman
Elko Television District Board



Joseph Shelton
President and CEO

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration and possible approval of a Hangar (D-8) Lease Agreement with R. Jeff Williams, and matters related thereto. FOR POSSIBLE ACITON**
2. Meeting Date: **September 24, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **Mr. R. Jeff Williams recently purchased Hangar D-8 from Leslie Olmstead and a new Lease Agreement needs to be completed with Mr. Williams. Additionally, airport ground leases of less than one-half an acre are no longer subject to appraisal/auction process for cities whose population is less than 25,000 (NRS 496.80) JF**
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: **Lease Description & Map, Copy of Lease Agreement**
9. Recommended Motion: **Move to approve a Hangar (D-8) Lease with R. Jeff Williams for Hangar D-8.**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Mr. Jeff Williams**

LEASE AGREEMENT
(Airport Hangar D8)

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the CITY OF ELKO, a special charter municipal corporation and political subdivision of the State of Nevada, hereinafter referred to as "Lessor," and R. JEFF WILLIAMS, an individual, hereinafter referred to as "Lessee."

WHEREAS, pursuant to NRS 496.080(4) (Sale, lease or other disposal of municipal airports and related facilities and property), the governing body of a city whose population is less than 25,000 may rent or lease to a person a space that is less than one-half of an acre for the parking or storage of aircraft on the grounds of a municipal airport that is owned or operated by the city without conducting or causing to be conducted an appraisal or a public auction;

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor a space on located within the boundaries of the Elko Regional Airport for the purpose of parking and/or storing aircraft;

WHEREAS, the parties hereto have determined that this Lease Agreement falls within the exemption contained in NRS 496.080(4);

NOW, THEREFORE, for and in consideration of the rents, covenants and agreements herein contained, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following property at the Elko Regional Airport upon the terms and conditions described hereinafter.

SECTION 1
PROPERTY

1.01 **Description.** Lessor does hereby lease to Lessee, and the Lessee does hereby lease from Lessor, that certain parcel of land situate, lying and being at the Elko Regional Airport, State of Nevada, for placement of an airplane hangar, consisting of known as "T-Hangar D8," which parcel (hereinafter "Leased Premises") is more particularly described on **Exhibit A** attached hereto and made a part hereof by this reference.

SECTION 2
TERM OF LEASE

2.01 **Term.** This Lease Agreement shall begin _____, 2019 and end at midnight on _____, 2029 (hereinafter the "Initial Term"), unless sooner terminated as in this Lease Agreement provided.

2.02 **Option to Extend.** At the expiration of the Initial Term, if this Lease shall then be in full force and effect and the Lessee shall have fully and timely performed all of the terms and conditions, the Lessee shall have the option to extend this lease for one (1) additional ten (10) year term. The option to extend must be exercised in writing by the Lessee not later than sixty (60) days prior to the expiration of the Initial Term, and if the Lessor does not receive written notice of the exercise of this option on or before such date, this option shall terminate on that date, time being of the essence. Notwithstanding any other provision contained herein, all provisions of the Lease, including rental terms, will be subject to renegotiation at the expiration of the Initial Term; *provided*, in the event the parties are unable to renegotiate mutually-acceptable terms and conditions prior to the expiration of the Initial Term, the option to extend shall thereupon automatically expire and this Lease Agreement shall terminate.

SECTION 3
RENT

3.01 **Annual Rent.** Lessee agrees to pay to Lessor as rent for the Leased Premises an annual rent payment computed as follows:

Hangar D-8: 1,129 square feet @ \$.28/square foot = \$316.12

3.02 **Initial Payment of Rent.** Upon execution of this Lease, Lessee agrees to pay to Lessor as rent for the premises an initial prorated sum of \$ _____ for the first _____ months of the Lease.

3.03 **Date Rent Due.** After the initial term referenced in Section 3.02, said rent shall be paid annually in advance on or before June 30th of each year, beginning June 1, 2019, in the sum of **THREE HUNDRED SIXTEEN DOLLARS AND TWELVE CENTS (\$316.12)**. It is hereby agreed that said rental rate may be increased if the City adopts rental increases for other hangar lessees at the Elko Regional Airport.

SECTION 4
USE OF LEASED PREMISES

4.01 Uses Prohibited. It is agreed between Lessor and Lessee that the Lessee shall use the Leased Premises only for the placement of an aircraft hangar and the parking and/or storage of aircraft. No other use, including the storage of personal property other than aircraft, shall be made of the Leased Premises.

SECTION 5
SERVICES TO BE PERFORMED BY LESSEE

5.01 Maintenance of Leased Premises. The Lessee shall maintain the Leased Premises in accordance with the highest standards for airport hangars at the Elko Regional Airport. The Lessee shall maintain the Leased Premises in a clean, neat and sanitary condition.

5.02 Cost of Maintenance. The Lessee shall bear all of the costs and expenses of maintaining the Leased Premises and the hangar thereon, and the Lessee shall pay, in addition to the rent, all other costs associated with the use and occupancy of the Leased Premises, including insurance, taxes, permits and licenses.

5.03 Loss/Theft/Damage. The Lessee shall be responsible for the loss or theft of and damage to all of its property at the Elko Regional Airport. The City of Elko shall have no liability for the theft or loss of or damage to the Lessee's property, and as a material consideration for this Lease, the City of Elko, and its officers, supervisors, agents and employees are hereby released and discharged from all claims, demands and liability therefor.

SECTION 6
REMOVAL OF HANGAR

6.01 Termination Upon Removal of Hangar. In the event the airplane hangar placed on the Leased Premises by the Lessee is removed for a period of thirty (30) consecutive days, this Lease shall terminate without further notice.

SECTION 7
LESSOR'S OPTION TO PURCHASE HANGAR

7.01 Purchase of Hangar Upon Lease Termination/Expiration. As additional consideration for this Lease, Lessee hereby grants to Lessor the option to purchase the

hangar constructed on the Leased Premises by Lessee in accordance with the provisions hereof, together with any alterations or additions thereto. In the case of the natural expiration of the term of this Lease Agreement, for which purposes of this Section shall include any written extensions or renewals of the terms of this Agreement, Lessor may exercise the option by giving written notice of exercise to Lessee no later than forty-five (45) days prior to the expiration date. In the case of an earlier termination of this Lease, Lessor shall exercise its option to purchase by giving written notice of Lessor's exercise of the option to Lessee at any time prior to the date of termination.

7.02 Determination of Hangar Purchase Price. The purchase price for the hangar shall be the then fair market value of the hangar as determine by an agreement between Lessor and Lessee. If Lessor and Lessee are unable to agree upon the fair market value, then Lessor, at Lessor's cost and expense, shall provide Lessee with a written appraisal of the hangar within thirty (30) days after the day of the written notice exercising the option. Lessee shall then have ten (10) days to either accept or reject the appraisal submitted by Lessor and shall provide Lessor written notice of Lessee's acceptance or rejection of the appraisal. If Lessee rejects Lessor's appraisal, then Lessee shall, at Lessee's cost and expense, obtain an appraisal of the hangar by a qualified and experienced appraiser selected by Lessee and Lessee shall provide Lessor with the written appraisal of the hangar within thirty (30) days after the date of written notice rejecting Lessor's appraisal. If Lessee rejects Lessor's appraisal and obtains a separate appraisal of the fair market value of the hangar, then the purchase price shall be the average of the two appraisals.

7.03 Payment of Purchase Price. The purchase price for the hangar shall be paid by Lessor to Lessee in cash within ninety (90) days after the expiration or termination of the Lease Agreement. Upon receipt of the purchase price, Lessee shall execute and deliver to Lessor a bill of sale, in a form approved by Lessor, transferring title to the hangar to Lessor free and clear of all liens, encumbrances and security interests.

SECTION 8

REMOVAL OF PROPERTY UPON TERMINATION OF LEASE

8.01 Lessee to Remove Personal Property. In the event of the termination of this Lease Agreement, Lessee shall have a reasonable time to remove from the Leased Premises all personal property owned by Lessee and any structures placed thereon by Lessee, provided that the removal of such structures and property can be accomplished without damage to the land and provided that Lessee repairs and restores the land to the condition the land was placed by the Lessor. Notwithstanding the foregoing, the Lessee's obligation to remove personal property shall not apply to personal property that Lessor purchases from the Lessee pursuant to Section 7, above.

SECTION 9

INSURANCE

9.01 Personal Property Insurance. The Lessee shall procure and keep in force, fire and extended coverage insurance upon their leasehold improvements, fixtures and equipment to the full insurance value thereof and shall furnish the Elko Regional Airport Director with evidence that such coverage has been procured and is being maintained in full force and effect.

9.02 Liability Insurance. The Lessee shall maintain with insurance underwriters, satisfactory to the City of Elko, a standard form policy or policies of insurance in such amounts as may from time to time be approved by the City of Elko protecting the City of Elko against public liability and property damage. The Lessee shall promptly, after the execution of this Lease Agreement, furnish such policy or policies for property damage arising out of any one accident or other cause in a sum of not less than \$500,000.00; for personal injuries/death arising out of any one accident or other cause with liability of not less than \$1,000,000.00. It is understood that the specified amounts of insurance in no way limits the liability of the Lessee and that the Lessee shall carry insurance in such amounts so as to indemnify and save harmless the City of Elko and the Lessor from all claims, suits, demands and actions.

9.03 Proof of Insurance to Lessor. The Lessee shall furnish a certificate from the insurance carrier or carriers showing such insurance to be in full force and effect during the term of this contract, or shall deposit copies of the policies which give this coverage with the Elko Regional Airport Director.

SECTION 10

INDEMNIFICATION AND HOLD HARMLESS

10.01 Indemnification of City. The Lessee does hereby covenant and agree to defend, indemnify and save harmless the City of Elko, its officers, supervisors, employees and agents from all fines, suits, claims, demands, expenses, fees, liabilities, defenses and actions of any kind and nature by reason of any and all of the Lessee's operations hereunder and any and all negligence, acts and omissions of the Lessee's and their agents, employees, officers and directors and do hereby agree to assume all the risk and liability of the operation of their business hereunder.

SECTION 11
CONDUCT BY LESSEE

11.01 Compliance With Applicable Laws. Lessee shall conduct and handle the Leased Premises in a lawful and orderly manner and shall comply with all applicable city, county, state and federal laws, rules, regulations, ordinances and codes, as well as administrative rules and regulations governing the use of property and conduct of operations at Elko Regional Airport. A copy of the Elko Regional Airport Rules and Regulations is attached hereto as Exhibit B.

SECTION 12
WASTE

12.01 No Waste Permitted. Lessee will not commit or permit to be committed any waste upon the Leased Premises.

SECTION 13
UTILITIES

13.01 Lessee to Pay for Service. Lessee will pay all charges for light, power and/or water and any other utilities and services used upon or in connection with said Leased Premises.

SECTION 14
TAXES

14.01 Lessee to Pay Taxes/Fees. Lessee will pay all city, county, school district and state taxes levied or assessed against property placed upon the Leased Premises by the Lessee, together with all necessary license fees.

SECTION 15
DEFAULT

15.01 Termination of Lease Upon Default. In the event the rent required by this Lease Agreement is in arrears or unpaid on the date when due and remains unpaid for ten (10) days thereafter (which ten (10) day period shall constitute a grace period), Lessor, its agents or legal representatives may then go to and upon the Leased Premises without further notice, and may repossess itself thereof, and may thereafter hold and enjoy the Leased Premises without let or hindrance by Lessee, anything herein to the contrary notwithstanding. Such repossession of the Leased Premises by the City of Elko shall constitute a termination

of this Lease Agreement.

15.02 Breach. Except as otherwise provided in Subsection 15.01, above, in the event of default of any of the payments herein provided for, or any breach of any one or all of the clauses, covenants and agreements contained in this Lease, Lessor shall have the right and option of declaring all monies at once due and payable and repossess itself of the Leased Premises without suit, either at law or in equity.

SECTION 16

QUIET POSSESSION

16.01 Lessee's Right to Occupy. The Lessee, upon making the payments herein provided for and in the manner provided, and complying with each, every and all of the terms, clauses and covenants of this Lease, shall have the sole right and option of occupying the Leased Premises under the terms of this Lease during the full term herein provided, without any let or hindrance by said Lessor.

SECTION 17

IMPROVEMENTS

17.01 Notification of Lessor. Lessee shall notify Lessor prior to making any improvements to the Leased Premises. All improvements to the property shall be made at Lessee's expense.

SECTION 18

AIRPORT MASTER PLAN

18.01 Termination of Lease. The Lessee understands that the Lessor may develop and adjust its master plan at the airport and that movement of buildings and structures may become necessary. Lessee, accordingly, covenants and agrees, notwithstanding any provisions of this Lease Agreement to the contrary, that the Lessor may terminate this Lease at any time during the term of this Lease, or any renewable extension thereof, by written notice mailed or delivered to Lessee as provided in Section 22.03 hereof, and upon any such termination, the Lessee shall within thirty (30) days from the date of such notice of termination, vacate the Leased Premises, surrender this Lease in the premises, and remove from the Leased Premises all of Lessee's liens and improvements, the removal of which is requested by the Lessor.

SECTION 19
ASSIGNMENT

19.01 No Assignment. This Lease Agreement shall not be assigned, nor shall any or all of the Leased Premises be relet or sublet by the Lessee without the written consent of the Lessor first had and obtained.

SECTION 20
LIENS / ENCUMBRANCES

20.01 Status of Lease. The Lessee shall not allow any encumbrances, liens or processes of law to attach against the Leased Premises, or Lessor's interest therein. Any attempted legal process levied against the Leased Premises, or Lessor's interest therein, if attempted in good faith, shall result in a complete termination of this Lease Agreement and a termination of Lessee's right in and to this Lease Agreement and the Leased Premises, subject to the right of Lessee to cause a discharge of any lien within sixty (60) days after filing or levy thereof, and in the event of such discharge, this Lease Agreement shall continue in full force and effect.

SECTION 21
CLOSURE OF AIRPORT

21.01 Rent Abated; Term Adjusted. During any period when the airport shall be closed by any lawful authority restricting the use of the airport in such a manner as to materially interfere with Lessee's use, the rent shall abate and the period of such closure shall be added to the term of this Lease Agreement so as to extend and postpone the expiration thereof.

SECTION 22
INSPECTION

22.01 Lessor's Right to Inspect. Lessor reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any inspection it may deem appropriate for the proper enforcement of any of the covenants or conditions of this Lease.

SECTION 23
ADDITIONAL TERMS

23.01 FAA Requirements. Lessee shall comply with all terms and conditions required by the FAA Safety/Compliance Inspector as set forth on Exhibit C attached hereto.

23.02 Abandonment. In the event the Lessee abandons the Leased Premises, the Lease Agreement shall immediately terminate without further notice and any hangar and personal property remaining on the Leased Premises shall become the property of Lessor.

23.03 Waiver. No waiver by the Lessor or default, violation of or non-performance of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Lessee shall be construed to be or act as a waiver of any subsequent default, violations or non-performance. The acceptance of rental or the performance of all or any part of this Lease Agreement by Lessor for or during any period or periods of default, violation or non-performance of any of these terms, covenants and conditions herein contained to be performed, kept and observed by Lessee, shall not be deemed a waiver of any right on the part of the Lessor to cancel this Lease Agreement for failure of Lessee to so perform, keep or observe any of the items, covenants or conditions hereof.

23.04 Notices. All notices sent to the parties under this Lease shall be addressed as follows:

CITY OF ELKO: Elko Regional Airport Director
City of Elko
1751 College Avenue
Elko, NV 89801

LESSEE:

23.05 Attorney Fees. In any dispute between the parties hereto resulting in legal action, the prevailing party shall be entitled to reasonable attorney fees and court costs.

23.06 Binding Effect. This Lease shall be binding upon and inure to the benefit of the Lessor, its successors and assigns, and upon the Lessee, his/her/its heirs, successors and assigns, subject to the restrictions against subletting and assignments.

23.07 Time. Time is of the essence of this Lease Agreement. In the event that any date specified in this Lease falls on Saturday, Sunday or a public holiday, such date shall be deemed to be the succeeding day on which the public agencies and major banks are open for business.

23.08 Governing Law. The validity, construction and enforceability of this Lease

Agreement shall be governed in all respects by the law of Nevada applicable to agreements negotiated, executed and performed in Nevada by Nevada residents, whether one or more of the parties shall now be or hereafter become a resident of another state.

23.09 Captions. The captions of this Lease do not in any way limit or amplify the terms and provisions of this Lease.

23.10 Severability. Each provision of this Lease is severable from any and all other provisions of this Lease. Should any provision(s) of this Lease be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed on the day and year first above written.

LESSOR:

CITY OF ELKO

By: _____
REECE KEENER, Mayor

ATTEST:

=WkI aaVdVMM5[fk5W]

Lessee

R. JEFF WILLIAMS

Exhibit A

Description of Leased Premises

Hangar space H3 being as depicted in the map and legal property description.

Commencing at the east monument on the southerly end of the north-south runway of the Elko Regional Airport at Elko, Nevada;

Thence N. 44° 11' E., 110 .00 feet;

Thence N. 45° 49' W., a distance of 1208.25 feet to the point of beginning;

Thence N. 45° 49' W., 56.0 feet;

Thence N. 44° 11' E., 46.0 feet;

Thence S. 45° 49' E., 20.0 feet;

Thence S. 44° 11' E., 20.0 feet;

Thence S. 45° 49' E., 16.25 feet;

Thence N. 44° 11' E., 20.0 feet;

Thence S. 45° 49' E., 23.5 feet;

Thence S. 44° 11' W, 20.0 feet;

Thence S. 45° 49' E., 16.25 feet;

Thence S. 44° 11' W, a distance of 20.0 feet to the point of beginning;

Containing 1,590.0 square feet.

Exhibit B

Additional Terms Required

By FAA Safety/Compliance Inspector

1. The Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in the attached Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3)

that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Lessee shall furnish its accommodations and/or services on a fair, equal and no unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the Lessor shall have the right to terminate this Lease and the estate hereby created without liability therefor or at the election of the Lessor or the United States. Either or both said governments shall have the right to judicially enforce such provisions.

6. Lessee agrees that it shall insert the above five provisions in any Lease agreement, contract, etc. by which said Lessee grants a right or privilege to any

person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The Lessor reserves the right to further develop or improve the landing area of the Elko Regional Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.

9. The Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the Elko Regional Airport and all publicly-owned facilities of the Elko Regional Airport, together with the right to direct and control all activities of the Lessee in this regard.

10. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the United States, relative to the development, operation or maintenance of the Elko Regional Airport.

11. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Elko Regional Airport .

12. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises.

13. The Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 5,075 feet. In the event the aforesaid covenants are breached, the Lessor reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

14. The Lessee, by accepting this Lease, agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the premises hereby leased, and cause the abatement of such interference at the expense of the Lessee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This Lease and all provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of or the exclusive or non-exclusive use of the Elko Regional Airport by the United States during the time of war or national emergency.

EXHIBIT B CONTINUED – RULES AND REGULATIONS

CHAPTER I GENERAL PROVISIONS

SECTION 1. Definitions

As used in these Rules and Regulations, unless the text otherwise requires:

1. "Airport" means the Elko Regional Airport and all of the area, building facilities, and improvements within the exterior boundaries of such airport as it now exists or as it may hereafter be extended or enlarged.

2. "Airport Director" means the means the person appointed by the Board of Supervisors of the City of Elko, whose job duties are outlined in Section 2.

3. "Council" means the City Council of the City of Elko, Nevada.

4. "City" means the City of Elko, Elko County, Nevada.

5. "F.A.A." means the Federal Aviation Administration.

6. "Person" means any individual, firm, partnership, corporation, company, association, joint-stock association or body politic, and includes any trustee, receiver assignee or other similar representative thereof.

7. "Advisory Board" means the Elko Regional Airport Advisory Board established by the Elko Board of Supervisors.

SECTION 2. Airport Director

The Airport Director shall be appointed by the Board. He shall report to the City Manager through the Assistant City Manager. The Airport Director's duties include, but are not limited to:

1. Develop and implement policies and procedures related to airport operations, safety and maintenance, drafts and revises airport policy and procedure manuals regarding emergency procedures, minimum safety standards and operating procedures in accordance with FAA operation rules.

2. Coordinates the development and negotiation of airport leases, contracts and agreements, including those with private companies, commercial air carriers and government agencies for the rental of airport facilities including hangars, building space, airport service and concessions.

3. Initiates the FAA grant priorities and monitors the major construction resulting from those grant projects. Plans, organizes, coordinates, supervises and evaluates programs, plans, services, staffing, equipment and infrastructure of the airport, including airport development and improvement projects.

4. Supervises and monitors use of the airport facilities by tenants,

concessionaires and patrons, including ground operations, passenger and baggage screening, emergency operations, maintenance and related activities. Supervisors grounds and facilities maintenance, coordination of improvements or changes to facilities or equipment. Inspects airport grounds, facilities and equipment, and notes maintenance needs, safety hazards and other problems, initiates corrective action and follows-up as necessary.

5. Interprets flight safety and other flight and airport use regulations for the public, enforces airport regulations and assures compliance with a variety of local, State, and Federal laws and regulations related to airport operations.

6. Assesses a variety of emergency situations requiring airport closure or altered operations, such as snow-plowing, ice removal or other extreme weather conditions, bomb threats, fire, crashes or other emergencies, coordinates fire, crash and rescue procedures.

SECTION 3. Rules and regulations

All aeronautical activities at the airport, all operation and flying of aircraft at the airport, and all business and other activities on the airport shall be conducted in conformity with these rules and regulations, and all amendments, supplements, attachments, changes, and additions hereto which may hereafter be adopted by the Board, and further in conformity with all pertinent rules, regulations, orders and rulings of the F.A. A., which are made a part of these rules by this reference. Provided, however, that nothing herein contained shall affect or impair any existing agreement. In the event of any conflict between these rules and regulations and any law, rule, regulation or order of the F.A.A. or other governmental agency exercising the same or similar jurisdiction, the latter shall prevail.

SECTION 4. Special events

Special events, such as air shows, air races, fly-ins, sky diving and all events requiring the general use of the airport, other than normal or routine airport traffic, shall be held only upon the prior approval of the Airport Director, and on such dates, in such areas and upon such terms and conditions as shall be specified by the Airport Director.

SECTION 5. Public use

The airport shall be open for public use at all hours of the day, subject to regulation or restriction due to conditions of the landing area, the presentation of special events and like causes, as may be determined by the Airport Director and revocation of the right to use for violation of these rules and regulations as herein provided.

SECTION 6. Common use area

All runways for landing and take-off, all, all runway markers, guidance, signal, and beacon light used to guide operating aircraft, and wind information, for signaling, for radio-direction finding, or for any other structure, equipment or mechanism having a similar purpose for guiding or controlling flight in the air or landing and take-off of aircraft, and together with such aprons, ramps, turn-offs, taxiways, tie down areas and other areas of the airport as the airport director shall specify or designate as common use areas available for use, in common, by all persons flying or operating aircraft on the airport and shall be kept clear and available for aircraft traffic. No person or entity shall use any common use area for the parking or storing of inoperative aircraft, the repair, servicing, or fueling of aircraft or for any other purpose other than the flying and operation of aircraft without the prior consent and authorization of the Airport Director. Common use areas shall be subject to change by the Airport Director.

SECTION 7. Vehicular traffic

The traffic laws of the City shall apply to the streets, roads, and parking areas on the airport, unless restricted by the Airport Director. Vehicular access to aircraft in the General Aviation area is permitted for the purpose of loading and unloading only. Except for firefighting equipment, ambulances, emergency vehicles, and aircraft maintenance vehicles, no person shall take or drive any vehicle on the airport, other than on established streets, roads and automobile parking facilities, unless permission has been first obtained from the Airport Director.

SECTION 8. Advertising

No signs or other advertising shall be placed on constructed upon the airport without the prior approval of the Airport Director. Any building, structure or improvement must also obtain prior approval of the Airport Director.

SECTION 9. Acceptance of rules by use

The use of the airport or any of its facilities in any manner shall constitute an assumption by the user of these rules and regulations and shall create an obligation on the part of the user to abide by and obey these rules and regulations.

SECTION 10. Operators to keep rules available

All persons licensed to do business on or conduction operations of any kind on the airport shall keep a current copy of these rules and regulations in its office or place of business and make it available to all persons.

CHAPTER II

AIRPORT OPERATIONS AND AIRPORT TRAFFIC

SECTION 1. General

1. Every person operating an aircraft shall comply with and operate such Aircraft in conformity with these Rules and Regulations, and all pertinent rules, regulations, or orders of the FAA.

2. The taxing, traffic, and landing rules will be managed by the Elko Regional Airport Control Tower.

3. In the event any aircraft is wrecked or damaged to the extent that it cannot be moved under its own power, the Airport Director shall be immediately notified by the personnel of the Control Tower. Subject to governmental investigations and inspection of the wreckage, the owner or pilot of the wrecked or damaged aircraft, or the owner's agent or legal representative shall, as soon as reasonably possible, obtain the necessary permission for the removal of the aircraft and shall promptly remove such aircraft and debris from all landing areas, taxiways, ramps, tie-downs areas, and all other traffic areas and placed or stored in an area designated by the Airport Director. In the event the owner of the aircraft fails for any reason to comply with this regulation, the Airport Director may cause the removal and storage, or disposal of such wrecked or damaged aircraft at the expense of the aircraft owner, the owner's agent, or legal representative.

SECTION 2. Ground rules

1. No person shall park, store, tie-down, or leave any aircraft on any area of the airport other than that designated by the Airport Director, or his duly authorized agent.

2. No aircraft shall be parked or stored at the Elko Regional Airport unless it is properly tied down and secured in place. It shall be the sole responsibility of the aircraft owner or pilot to tie down or secure said aircraft at all times required by these rules and regulations or as requested by the Airport Director. Owners of all aircraft shall be held solely responsible for any damage or loss resulting from the failure of

such owner or pilot of such aircraft to comply with this rule.

3. No person shall take or use any aircraft anchoring or tie-down facilities when said facilities are already in use by another person.

4. All repairs to aircraft or engines shall be made in the spaces or areas designated for this purpose by the Airport Director and not on any part of the landing area, taxiways, ramps, fueling, or service areas of a fixed base operator, unless mutually agreed upon by the fixed base operator and the Airport Director. Prior approval for minor repairs to aircraft located on parking areas may be obtained from the Airport Director.

5. No aircraft engine shall be started on an aircraft unless a competent operator is in control of the aircraft and the parking brakes have been set or the wheels have been set with blocks that are equipped with ropes or other suitable means for removing said blocks.

6. No aircraft engine shall be started, run, or run-up, unless the aircraft is in such a position that the propeller or jet blast clears all hangars, shops, or other buildings, persons, other aircraft, vehicles, and the flight and taxi path of other aircraft.

SECTION 3. Fire regulations

1. No aircraft shall be fueled or drained while the engine is running, or while in a hangar or other enclosed area. Fueling shall be done in such a manner and with such equipment that adequate connections for bonding for static electricity shall

be continuously maintained during fueling operations.

2. All persons using, in any way, the airport area or the facilities of the airport shall exercise the utmost care to guard against fire and injury to persons or property.

3. No person shall smoke or ignite any matches, flares, lighters, or other objects of which produce an open flame anywhere within a hangar, shop, building or flammable structure in which any aircraft is or may be stored, or in which any gas, oil or flammable substance is stored or within 50 feet of any aircraft or any fueling facilities.

CHAPTER III

AIRPORT OPERATORS, LEASES, AND CONCESSIONS

SECTION 1. Business activities.

Subject to applicable orders, certificates or permits of the Federal Aviation Administration, or its successors, no person shall use the airport, or any portion thereof, or any of its improvements or facilities for revenue producing commercial, business, or aeronautical activities, who has not first complied with these rules and regulations and obtained the consent and all appropriate permits and licenses for such activities from the Board and entered into such written leases and other agreements prescribed by the Board, or agreed upon by the Board and such person or business entity.

SECTION 2. Application.

Applications for leases of ground on the airport, or for permission to carry on any commercial, business or aeronautical activity on the airport, with the necessary permits and licenses, shall be made to the Airport Director on forms prescribed by the Board. This includes, but is not limited to Request for Proposals. The Airport Director shall present the application to the Board by at least its next regular meeting. The Board may, if it deems it advisable, have a public hearing upon the application. The applicant shall submit all information and material necessary, or requested by the RFP or the Board, to establish to the satisfaction of the Board that the applicant can qualify and will comply with these rules and regulations. The application shall be signed and submitted by every party owning an interest in the business, those who will be managing the business, every partner of a partnership, and each Director, and officer of a corporation.

SECTION 3. Action on Application.

The Board may deny any application if, in its opinion, it finds any one or more of the following:

1. The applicant, for any reason, does not meet the qualifications, standards and requirements established by these rules and regulations; or
2. The applicants proposed operations or construction will create a safety hazard on the airport; or
3. The granting of the application will require the City to spend City funds, or

to supply labor or materials in connection with the proposed operations to an extent which or at a time the Board is unwilling to enter into such arrangement; or the operation will result in a financial loss to the City: or

4. There is no appropriate, adequate or available space or building on the airport to accommodate the entire activity of the applicant at the time of the application; or

5. The proposed operation or airport development or construction does not comply with the master plan of the airport; or

6. The development or use of the area requested by the applicant will result in depriving existing fixed base operators of portions of the area in which they are operating; or will result in a congestion of aircraft or buildings; or will result in unduly interfering with the operations of any present fixed base operator on the airport through problems in connection with aircraft traffic or service, or preventing free access to the fixed base operators area: or

7 Any part applying or interested in the business has supplied the Board with any false information or has misrepresented any material fact in his application or in supporting documents; or has failed to make full disclosure on his application; or in supporting documents; or

8. Any party applying, or interested in the business has a record of violating these rules and regulations, or the rules and regulations of any other airport, or the Federal Aviation Regulations, or any other rules and regulations applicable to the Elko Regional Airport.

9 Any part applying, or interested in the business has defaulted in the performance of any lease or other agreement with the City of Elko, or

10. Any party applying, or interested in the business has a credit report which contain derogatory information and does not appear to be a person of satisfactory business responsibility and reputation; or

11. The applicant does not appear to have, or have access to the finances necessary to conduct the proposed operation for a minimum of six months; or

12. Any party applying, or interested in the business has been convicted of any crime or violation of any City ordinance of such a nature that it indicates to the Board that the applicant would not be a desirable operator on the Elko Regional Airport;

13. The protection of the health, welfare, or safety of the inhabitants of the City of Elko require such denial.

14. Nothing contained herein shall be construed to prohibit the Board from granting or denying, for any reason it deems sufficient, an application to do business on the airport for the purpose of selling, furnishing or establishing non-aviation products and supplies or any service or business of a non-aeronautical nature, or the application by a person for an area on the airport for the personal non-profit use of such person.

SECTION 4. Supporting Documents

If requested by the Board, the applicant shall submit the supporting documents itemized in the Appendix _____ to the Board, together with such other documents and information as may be requested by the Board.

SECTION 5. Airport License and Leases Non-Transferable

No right, privilege, permit or license to do business on the Elko Regional Airport, or any lease of any area of the airport shall be assigned, sold, or otherwise transferred or conveyed in whole or part without the prior express consent of the Board.

SECTION 6. Tie-down Rates

Daily and Monthly tie down rates shall be administered by the Airport Director.

SECTION 7. Refuse

No person shall throw, dump, or deposit any waste, refuse or garbage on the Elko Regional Airport. All waste, refuse, or garbage shall be placed and kept in closed garbage cans or containers and all operating areas shall be kept in a safe, neat, clean, and orderly manner at all times, and in such a manner as to minimize any hazards.

SECTION 8. Approval of Construction

No buildings, structures, tie-downs, ramps, paving, taxi areas, or any other

improvement or addition on the airport shall be placed or constructed on the airport, or altered or removed without the prior approval of the Board *and/or Airport Director*. In the event of any construction, the Board may, in its discretion, require the appropriate bond to guarantee the completion of the construction in accordance with Board approval.

SECTION 9. Operation Area.

No person authorized to operate on or conduct business activities on the airport shall conduct any of its business or activities on any area except those specified by the Board, or the Airport Director, and the leased areas.

SECTION 10. Fixed Base Operator

No person shall use the Elko Regional Airport as a fixed base operator until such person has applied for and received from the Board a fixed base operator's license and has met the qualifications, standards and requirements of these rules and regulations. These standards, requirements, rules and regulations pertaining to FBOs, and a list of the services of a fixed base operator is contained in Appendix ____.

SECTION 11. Waiver of Chapter III

The Board may in its discretion, waive all or any of Chapter III, or the requirements listed in Appendix ____, for the benefit of any Government or Government Agency or Department or person performing non-profit public services to the aircraft industry, or performing air search and rescue operations, or performing fire prevention or fire fighting operations.

SECTION 12. Business Name

No person shall conduct business operations on the airport under a business name the same as or deceptively similar to the business name of any other fixed base operator.

SECTION 13. Damage Repair by the City

Nothing contained in these rules and regulations shall be construed as requiring the City to maintain, repair, restore or replace any structure, improvement or facility which is substantially damaged or destroyed due an act of God or other condition or circumstance beyond the control of the City.

CHAPTER IV PENALTIES

SECTION 1. General

In addition to any penalties otherwise provided by City Ordinance, law, the F.A.A., or other governmental agency, any person violating or failing or refusing to comply with these rules and regulations or those issued by the Airport Director may be promptly removed or ejected from the airport by or under the authority of the Airport Director. Upon the order of the Board or Airport Director, such person may be deprived of further use of the airport and its facilities pending appeal or presentation of the matter

to the Board.

SECTION 2. Appeals

Such matters shall be presented to the Board as expeditiously as practicable. By request of the Board, the accused violator will be asked to show cause for reinstatement of airport use.

SECTION 3. Enforcement

In addition to any civil or criminal penalties, upon order of the Board, such person may be deprived of further use of the airport and its facilities for such time as may be deemed necessary and appropriate by the Board to insure the safeguarding of the airport, its operations, the public use thereof and the City's interest therein.

CHAPTER IV GOVERNMENT AGREEMENTS

SECTION 1. War or National Emergency

During time of war or national emergency the City shall have the right to lease the airport, or the landing areas, or any part thereof to the United States Government for military use, and any license or authority granted under these rules and any lease and agreement executed pursuant hereto shall be subject to such government lease and the provision of the government lease.

Exhibit C

Additional Terms Required
by FAA Safety/Compliance Inspector

1. The Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in the attached Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Lessee shall furnish its accommodations and/or services on a fair, equal and no unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach

thereof and in the event of such non-compliance the Lessor shall have the right to terminate this Lease and the estate hereby created without liability therefor or at the election of the Lessor or the United States. Either or both said governments shall have the right to judicially enforce such provisions.

6. Lessee agrees that it shall insert the above five provisions in any Lease agreement, contract, etc. by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The Lessor reserves the right to further develop or improve the landing area of the Elko Regional Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.

9. The Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the Elko Regional Airport and all publicly-owned facilities of the Elko Regional Airport, together with the right to direct and control all activities of the Lessee in this regard.

10. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the United States, relative to the development, operation or maintenance of the Elko Regional Airport.

11. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Elko Regional Airport.

12. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building

is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises.

13. The Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 5,075 feet. In the event the aforesaid covenants are breached, the Lessor reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

14. The Lessee, by accepting this Lease, agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from , or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the premises hereby leased, and cause the abatement of such interference at the expense of the Lessee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This Lease and all provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of or the exclusive or non-exclusive use of the Elko Regional Airport by the United States during the time of war or national emergency.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval to sell a portion of APN 001-610-075, approximately .37 acres, pursuant to NRS 268.061 or NRS 268.062, city owned property located adjacent to the soccer field and east parking lot of Mountain View Park, and authorization to Staff to obtain the required appraisal, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 24, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Staff has received a request from Koinonia Development LP. to purchase a narrow strip of city owned property adjacent to property they purchased along North 5th Street. The property lies on the sloped area above the soccer fields and parking lot of Mountain View Park and currently is undeveloped. The Parks and Recreation Board reviewed this request at their July 18, 2019 meeting and recommended the City Council approve the land sale with a condition that the funds received go back to the Recreation fund or are applied to a future park project.**

NRS 268.061 1. (e) allows the governing body to sell property owned by the City to any person(s) who owns property adjacent to such property without offering it to the public if the governing body determines, by resolution, that the sale will be in the best interest of the City, and the property is a parcel that is too small to establish an economically viable use by anyone else.

NRS 268.062 allows for the sale of any real property at auction after adopting a resolution declaring its intention to sell the property at auction.

City Council must determine if the property is economically viable to anyone other than the adjacent property owner. 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: **Application, maps, minutes from Parks and Recreation Board Meeting**

Agenda Item IV.D.

9. Recommended Motion: **Move to authorize Staff to obtain the required appraisal for the proposed sale of a portion of APN 001-610-075, approximately .37 acres,**

pursuant to NRS 268.061, based on the findings that the area for proposed sale is adjacent to the Koinonia Development LP property, and that the proposed sale is in the best interest of the City, the proposed area to be sold is too small to establish an economical viable use by anyone else, and Koinonia Development LP is responsible for all costs related the sale of the property if determined to sell pursuant to NRS 268.061. The proposed sale is subject to the Council accepting the appraisal

10. Prepared By: Cathy Laughlin, City Planner
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Koinonia Development LP**
230 Elko Vista Drive
Elko, NV 89801
elkoluke@gmail.com

CITY OF ELKO
PARKS AND RECREATION ADVISORY BOARD
REGULAR MEETING MINUTES
6:30 P.M., P.S.T. THURSDAY, JULY 18, 2019
CITY COUNCIL CHAMBERS / CITY HALL
1751 COLLEGE AVE., ELKO, NEVADA

CALL TO ORDER

The meeting of the Elko Parks and Recreation Advisory Board met for a regular meeting beginning at 6:30 p.m., on Thursday, July 18, 2019.

This meeting was called to order by Colby Curtis, Chairman.

ROLL CALL

Present: Colby Curtis, Chairman
Lynette Davis
Jim Connor
Amber Fox
Harmony Stall
Fred Beitia
Andrew Storla

Excused: Danny Story
Michelle Smith

APPROVAL OF MINUTES:

January 17, 2019

**** A motion was made by Amber Fox, seconded by Fred Beitia, to approve the minutes as presented.**

The motion passed. (6-1 Harmony Stall abstained)

COMMENTS BY THE GENERAL PUBLIC

There were no public comments.

I. NEW BUSINESS

- A. Review, discussion, and consideration of a proposal from Koinonia Inc. to purchase a portion of city owned property located adjacent to APN 001-610-075, and matters related thereto. **FOR POSSIBLE ACTION**

Staff has received a request from Koinonia Construction Inc. to possibly purchase a narrow strip of city owned property adjacent to property they are purchasing on North 5th Street. The narrow strip of land would be considered part of the parcel referred to as Mountain View Park. The property lies above the soccer fields of Mountain View Park and is currently undeveloped. Koinonia Construction is proposing a town home development on the property they are purchasing and with this narrow strip of land, it would allow for more yard area for the townhomes. A recommendation to accept or deny the request will be forwarded to the City Council.

James Wiley, Park & Recreation Director introduced Cathy Laughlin the City Planner. Cathy showed the Board the area of concern on the GIS map, she explained the portion of land in question which includes four parcels of land that are proposed to be incorporated into one. She showed the proposed acquisition area. There was discussion regarding the addition of a retaining wall, and a possible shrub slope. Luke Fitzgerald explained that they are proposing the acquisition of this land to grant an extension on the roadway and individual driveways. The dimensions on this land are approximate at this time, a survey will be done if they are able to proceed.

Andrew Storla stated that he believed a retaining wall would defiantly be required. Lana Carter, the project Engineer, stated that once a survey is completed, they will work on a plan for a possible retention wall if necessary, it is hoped that with the proper grading of the land a large retaining wall won't be necessary, perhaps a small decorative retaining wall 4' or under would be added if necessary. Andrew also asked if the Park parking lot would be affected, would a trench be required? James Wiley replied that it shouldn't be an issue.

Harmony Stall asked where the money from this land sale would go? Would it go back into the Recreation Fund? or the General Fund? James Wiley said that he could request a recommendation to the Council that these funds go back to the Recreation funds or are applied to a future Park Project.

**** A motion was made Harmony Stall, seconded by Jim Conner to approve the sale of the piece of land with a recommendation that the proceeds stay in the Recreation Department, or are applied to a specific Parks Project.**

(The motion passed 7-0)

B. Review, discussion, and consideration regarding the expiration of the terms for (4) four current PRAB members and matters related thereto. FOR POSSIBLE ACTION

PRAB By-Laws state that terms to serve on the Board will consist of a period of (4) four years and expire at the end of that time period on June 30. Current members are eligible for reinstatement after a formal advertisement period.

James Wiley explained that members: Lynette Davis, Amber Fox, Andrew Storla, and Danny Story are each termed out in their positions on the board. James requested that a letter be presented to him requesting each members desire for either an additional term or a resignation. The Board always encourages members to continue their terms consecutively. These letters are to be received



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801 *

(775) 777-7160 * (775) 777-7119 fax

APPLICATION FOR SALE OR LEASE OF CITY OWNED LAND

APPLICANT(s): Koinonia Construction Inc

ADDRESS: 207 Brookwood Dr

PHONE NO (Home) 775-303-8492 (Business) _____ (Fax) _____

I, the undersigned applicant, hereby requests the Elko City Council advertise for sale or lease, by sealed bid/public auction on terms/or cash, a parcel of land owned by the City of Elko and further described below:

ASSESSORS PARCEL #, LEGAL DESCRIPTION, AND LOCATION OF PROPERTY: (Attach if necessary):

Portion Of APN 001-610-075, 3150 ARGENT AVE

(Attach a small site plan)

FILING REQUIREMENTS:

- 1) In order to begin processing the request, an Application for Sale or Lease of City Owned Land must be completed and signed.
- 2) There is no filing fee at this time, however applicants are required to deposit a sufficient amount of money to pay the costs to be incurred by the City of Elko in acting upon the application. These costs include the expense of the appraisal and associated publications. The deposit amount will be determined on a case-by-case basis. Applicants shall be notified of the deposit amount required to process the application.
- 3) Successful bidders shall be responsible for the costs of acting upon the application. If someone other than the applicant is the successful bidder, the costs will be obtained from the successful bidder and the money deposited by the applicant will be refunded.
- 4) If costs exceed the original deposit amount, successful bidders shall pay the difference. If costs are less than the deposit, successful bidders shall be refunded the difference. Deposits shall only be returned to non-successful bidders. *Applicants who fail to submit a bid on the property forfeit their deposit.*
- 5) The notice of sale or lease of the property must be advertised by Public Notice once a week for three (3) successive weeks in a local newspaper. All bids must conform to the notice of land sale or lease and must be filed in the Office of the City Clerk in a sealed envelope prior to the time set for receiving bids. Anyone, including anyone not submitting a bid, may raise the offer by five percent (5%) at the time of the auction and the auction will proceed accordingly.

APPLICANT'S SIGNATURE: _____

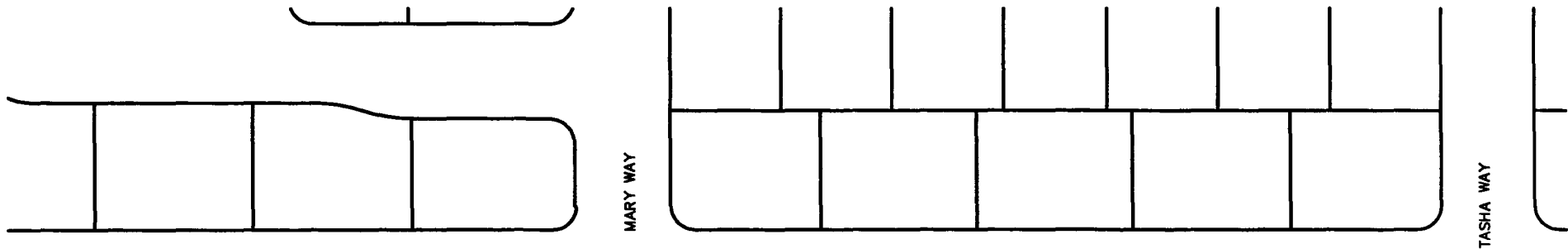
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JUN 19 2019

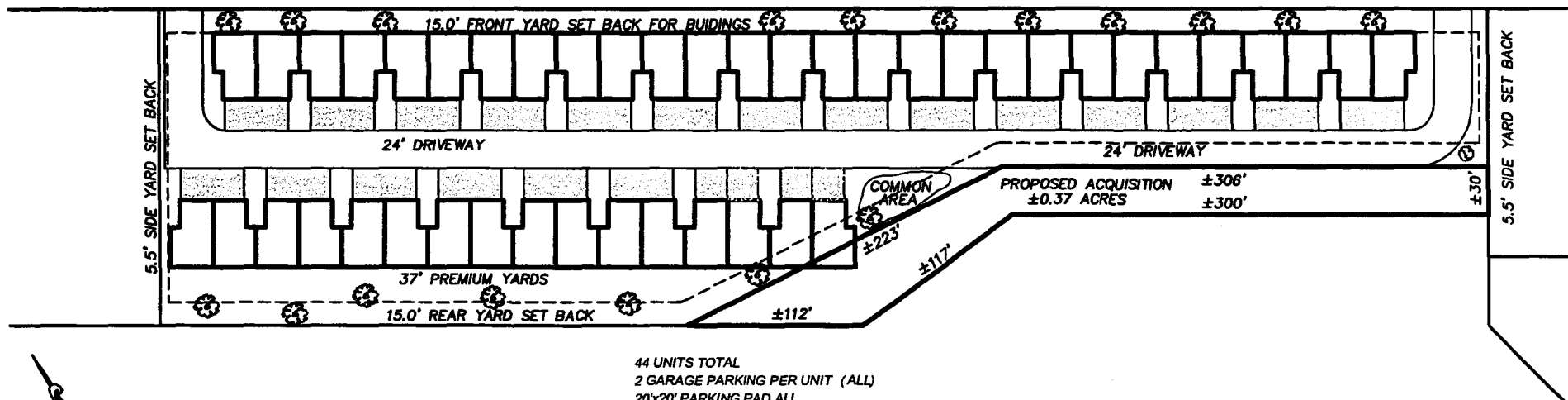
APPLICANT'S PRINTED NAME: Luke Fitzgerald, President

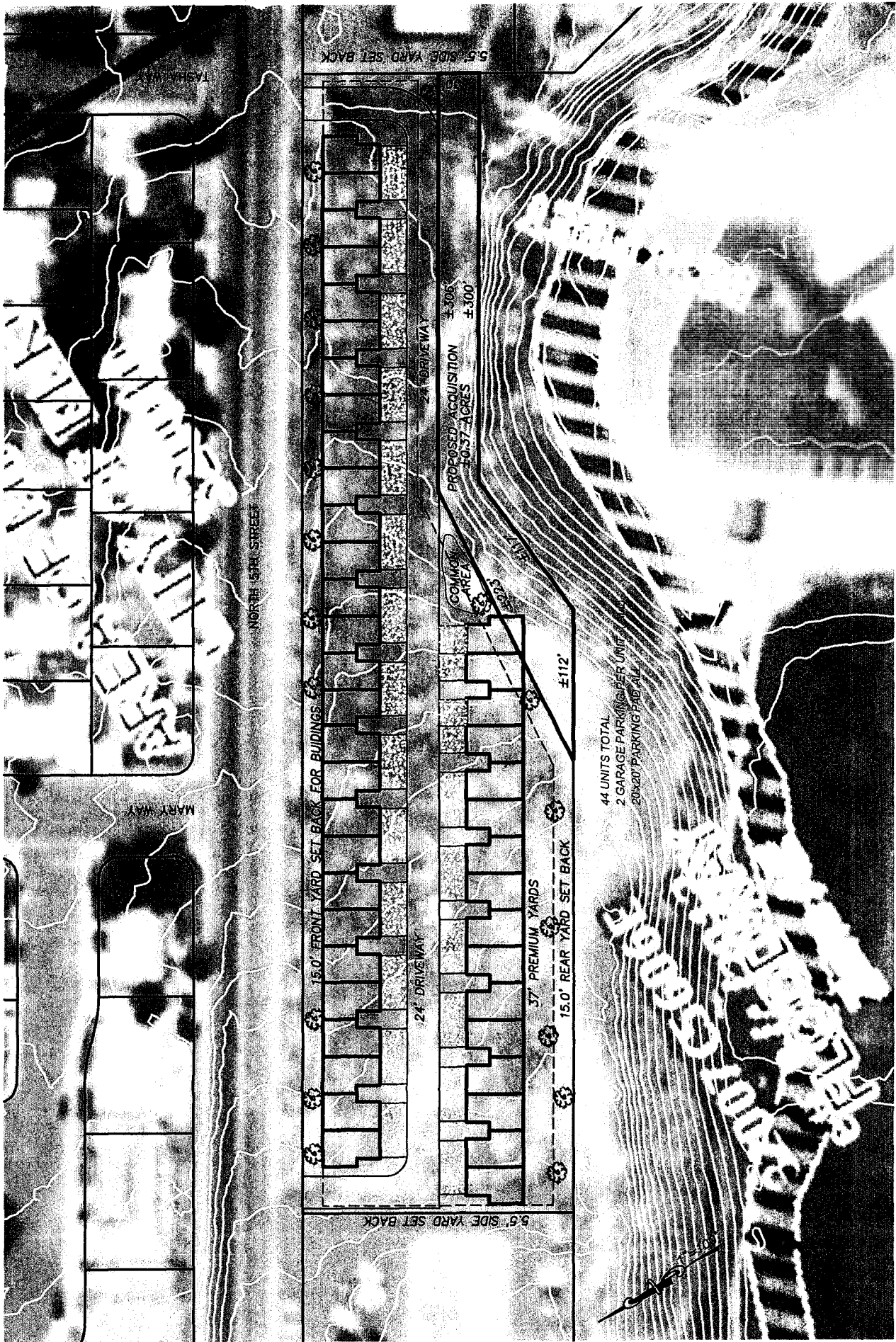
OFFICE USE ONLY

File No.: 1-19 Date Filed: 6/19/19 Deposit Paid: _____



NORTH 5TH STREET





**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Revocable Permit 1-19, filed by Northern Nevada Asset Holdings, LLC to occupy a portion of the City of Elko Silver Street Right-of-Way, to accommodate installation of a grease interceptor, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 24, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Northern Nevada Asset Holdings, LLC has applied for a building permit for the Old Chicago Pizzeria. The project would include installation of a new grease interceptor and the only possible location outside the building would be within the Right-of-Way. City Code requires they have a Revocable Permit to Occupy the Right-of-Way. 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: **License Agreement and Application**
9. Recommended Motion: **Approve Revocable Permit 1-19 subject to execution of the License Agreement between the Applicant and the City of Elko**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Northern Nevada Asset Holdings, LLC
1515 N Academy Blvd., #400
Colorado Springs, CO 80909
dzornes@northernstarcasinos.com**

REVOCABLE LICENSE AGREEMENT FOR OCCUPANCY OF RIGHT-OF-WAY

THIS REVOCABLE LICENSE AGREEMENT FOR OCCUPANCY OF RIGHT-OF-WAY (hereinafter the "License Agreement") is made this ____ day of _____, 2019 (hereinafter the "Effective Date"), by and between the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, hereinafter called the "**City of Elko**," and **NORTHERN NEVADA ASSET HOLDINGS, LLC**, a Nevada limited-liability company, hereinafter called the "**Licensee**."

RECITALS

A. **Licensee** owns property located generally at 340 Commercial Street, Elko, Nevada; and

B. **Licensee** desires to install a grease interceptor in approximately 411 square feet of the Silver Street right-of-way, located generally on the north side of Silver Street between 3rd and 4th Street, more particularly described in the legal description attached hereto as Exhibit A, hereinafter called the "Right-of-Way,"; and,

C. **Licensee** seeks from the **City of Elko** a revocable license to use portions of the Right-of-Way for the purpose of installing a grease interceptor shown on the site plan attached hereto as Exhibit B.

NOW, THEREFORE, in consideration of the rights and obligations contained herein, it is agreed as follows:

The **City of Elko** shall, subject to the terms and conditions contained herein, permit **Licensee** to use the Right-of-Way for the purposes set forth in this License Agreement.

The parties hereto further covenant and agree as follows:

1. **TERM:** The term of this License Agreement shall be one (1) month, commencing on the Effective Date, which shall be the date of execution by the **City of Elko**. The **City of Elko** may, upon request by the **Licensee** and in the sole discretion of the **City of Elko**, extend the term of this License Agreement from month-to-month thereafter.

Notwithstanding the foregoing, the **City of Elko** may revoke this License Agreement for any reason permitted hereunder prior to the expiration of the term or any extension thereof.

In the event of the termination of the license granted hereunder by the expiration of the term or an extension thereof, or upon notice for any other reason permitted hereunder, **Licensee** shall promptly, peaceably and quietly leave, surrender and yield to the **City of Elko** the Right-of-Way in good order, condition and repair.

2. **WAIVER:** Waiver by the **City of Elko** of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, condition or covenant or any subsequent breach of the same, or any other term, condition or covenant herein contained.

3. **NOTICE:** Any and all notices or demands by or from the **City of Elko** to **Licensee**, or from the **Licensee** to the **City of Elko** shall be in writing. They shall be served either personally or by certified mail, return receipt requested. If served by certified mail, return receipt requested, the service shall be conclusively deemed made forty-eight (48) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice or demand is to be given and the issuance of a receipt thereof. Any notice or demand to the **City of Elko** may be given to the City of Elko at 1751 College Avenue, Elko, Nevada 89801, or at such other place or places as shall be designated by the **City of Elko** from time to time. Any notice or demand to **Licensee** shall be given to: Northern Nevada Asset Holdings, LLC 1515 N. Academy Blvd. #400 Colorado Springs, CO 80909.

4. **IMPROVEMENTS, REPAIRS, MAINTENANCE AND USE OF THE PROPERTY:**

(a) **Licensee** shall have the license to enter upon and occupy the Right-of-Way to install a grease interceptor, at its own expense, according to the approved site plan attached hereto as Exhibit B, *provided*, **Licensee** must receive the prior consent of the **City of Elko** before entering upon the Right-of-Way and must thereafter act in accordance with its directions.

(b) **Licensee** shall be responsible for maintaining the grease interceptor and related improvements in a clean and orderly manner at all times.

(c) **Licensee** shall secure any permits required in connection with the activities authorized hereunder and shall comply with all applicable federal, state and local laws, ordinances, resolutions or regulations.

(d) The failure of the **Licensee** to comply with any directions given by the **City of Elko** in relation to the use or occupancy of the Right-of-Way, or the failure of the **Licensee** to comply with all federal, state and local laws, ordinances, resolutions or regulations which apply to the Right-of-Way, or the **Licensee's** failure to comply with this License Agreement, shall be grounds for termination of this License Agreement by the **City of Elko**. Any improvements which have been installed by the **Licensee** in the Right-of-Way shall be promptly removed by **Licensee**, at its own expense and in a workmanlike manner, upon request by the **City of Elko** following revocation or termination hereof.

5. **RIGHT OF ENTRY:** The **City of Elko** specifically reserves the right of entry upon the Right-of-Way by any authorized officer, engineer, employee, agent or contractor of the **City of Elko** at any time and for any and all purposes.

6. **INDEMNIFICATION:** Notwithstanding any other provision contained herein, **Licensee** hereby agrees to hold harmless, indemnify and defend the **City of Elko**, including, without limitation, the **City of Elko's** agents, employees and contractors, against any and all claims, demands, actions, suits, liability, cost and expense, including defense expenses, (to include, without limitation, suits for damages and injuries to persons or property) arising out of **Licensee's** acts or omissions in connection with the activities contemplated by this License Agreement.

7. **TERMINATION:** The **City of Elko** reserves the right to terminate the permission hereby given at any time upon reasonable notice, which shall not be required to exceed thirty (30) days.

8. **GENERAL COVENANTS:**

(a) This License Agreement shall constitute the entire contract between the parties hereto concerning the subject matter hereof.

(b) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns, as the case may be, of the

respective parties, *provided*, under no circumstances shall **Licensee** assign its rights or obligations hereunder without the prior written consent of the **City of Elko**.

(c) As used herein, the terms the **City of Elko** and **Licensee** shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.

(d) The provisions of this license may only be altered, changed or amended by mutual written consent of the parties hereto, in accordance with the provisions and procedures herein contained.

(e) Any claim made by **Licensee** arising out of any act or omission by any officer, agent or employee of the **City of Elko** in the execution or performance of this License Agreement will be made against **City of Elko** and not against the officer, agent or employee.

(f) **Licensee** shall require each contractor or subcontractor retained to perform work in the Right-of-Way to agree in its individual contract with **Licensee** not to make any claim against the **City of Elko**, its agents or employees by reason of that contract.

(g) Nothing in this License Agreement shall be construed to give any person, other than the **City of Elko** and **Licensee**, any legal or equitable right, remedy or claim under this Agreement, but it shall be held to be for the sole and exclusive benefit of City and Consultant.

(h) This License Agreement shall be governed by the laws of the State of Nevada and jurisdiction and venue for any legal action shall be the Fourth Judicial District Court in and for Elko County, Nevada.

(i) In the event of any litigation between the parties hereto arising out of this License Agreement, or if one party seeks to judicially enforce the terms of this License Agreement, the prevailing party shall be entitled to an award of all reasonable fees and costs, including, but not limited to, reasonable attorney's fees.

(j) **Licensee** may not assign any of its rights or obligations under this License Agreement.

(k) This License Agreement shall be binding not only upon the parties hereto but also upon their respective heirs, personal representatives, assigns (subject to the limitation on assignment) and other successors in interest.

(l) In the event that any date specified in this License Agreements falls on a Saturday, Sunday or a public holiday, such date shall be deemed to be the succeeding day on which the public agencies and major banks are open for business.

(m) Time is of the essence.

IN WITNESS WHEREOF, the parties hereto have executed this license the day and year first above written.

**NORTHERN NEVADA ASSET
HOLDINGS, LLC.:**

CITY OF ELKO:

By: _____

By: _____
REECE KEENER, Mayor

Title: _____

ATTEST:

KELLY WOOLDRIDGE, City Clerk

RECEIVED

SEP 05 2019

EXHIBIT (A)

**LEGAL DESCRIPTION, showing
OLD CHICAGO GREASE TRAP REVOCABLE PERMIT AREA, for
NEVADA CASINO HOLDINGS, LLC, STOCKMEN'S HOTEL & CASINO**

A portion of that Public Right of Way known as Silver Street adjacent to Block H, City of Elko, Elko County, Nevada being more particularly described as follows:

COMMENCING at the Southeast corner of lot No. 24, of said Block H;

THENCE South $41^{\circ}58'08''$ West, 68.00 feet along the SE boundary of Block H and the NW boundary of Silver Street to **THE TRUE POINT OF BEGINNING**;

THENCE South $48^{\circ}01'53''$ East, 11.75 feet, to a point;

THENCE South $41^{\circ}58'08''$ West, 35.00 feet to a point;

THENCE North $48^{\circ}01'53''$ West, 11.75 feet to a point;

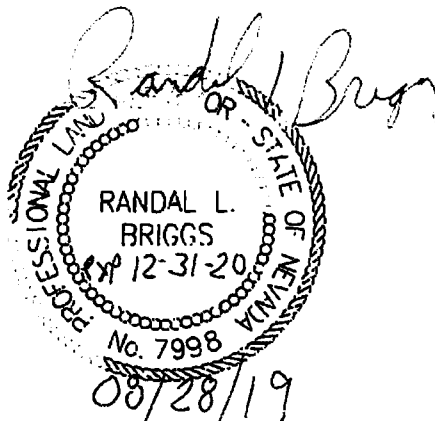
THENCE North $41^{\circ}58'08''$ East, 35.00 feet along the SE boundary of Block H and the NW boundary of Silver Street to **THE TRUE POINT OF BEGINNING**;

The Area being 411 sq. ft., more or less;

The Basis of Bearings is $N41^{\circ}58'08''$ E being the bearing between found street monuments at the centerline intersections of Commercial & Third Streets and Commercial & Fourth Streets shown on Record of Survey Map for the Elko Railroad Relocation Project on file in the office of the Elko County Recorder, Elko, Nevada, as file No. 237417.

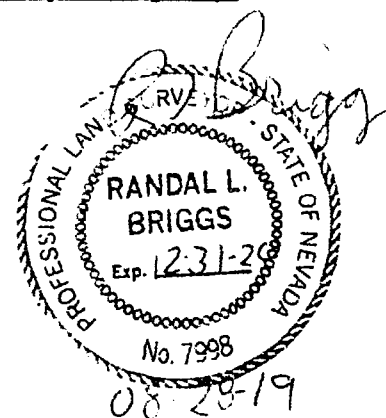
This Legal Description Written by:

Randal L. Briggs, PLS
Summit Engineering Corporation
1150 Lamoille Highway
Elko, Nevada 89801



SITE SURVEY (EXHIBIT B)
FOR: NEVADA CASINO HOLDINGS, LLC
DESCRIBING A REVOCABLE PERMIT AREA FOR A PROPOSED
NEW GREASE INTERCEPTOR OF A PORTION OF SILVER STREET,
ADJACENT TO BLOCK H, CITY OF ELKO, ELKO COUNTY, NEVADA,

Randal L. Briggs PLS
Summit Engineering corp.



BLOCK H
CITY OF ELKO

STOCKMEN'S HOTEL
AND CASINO

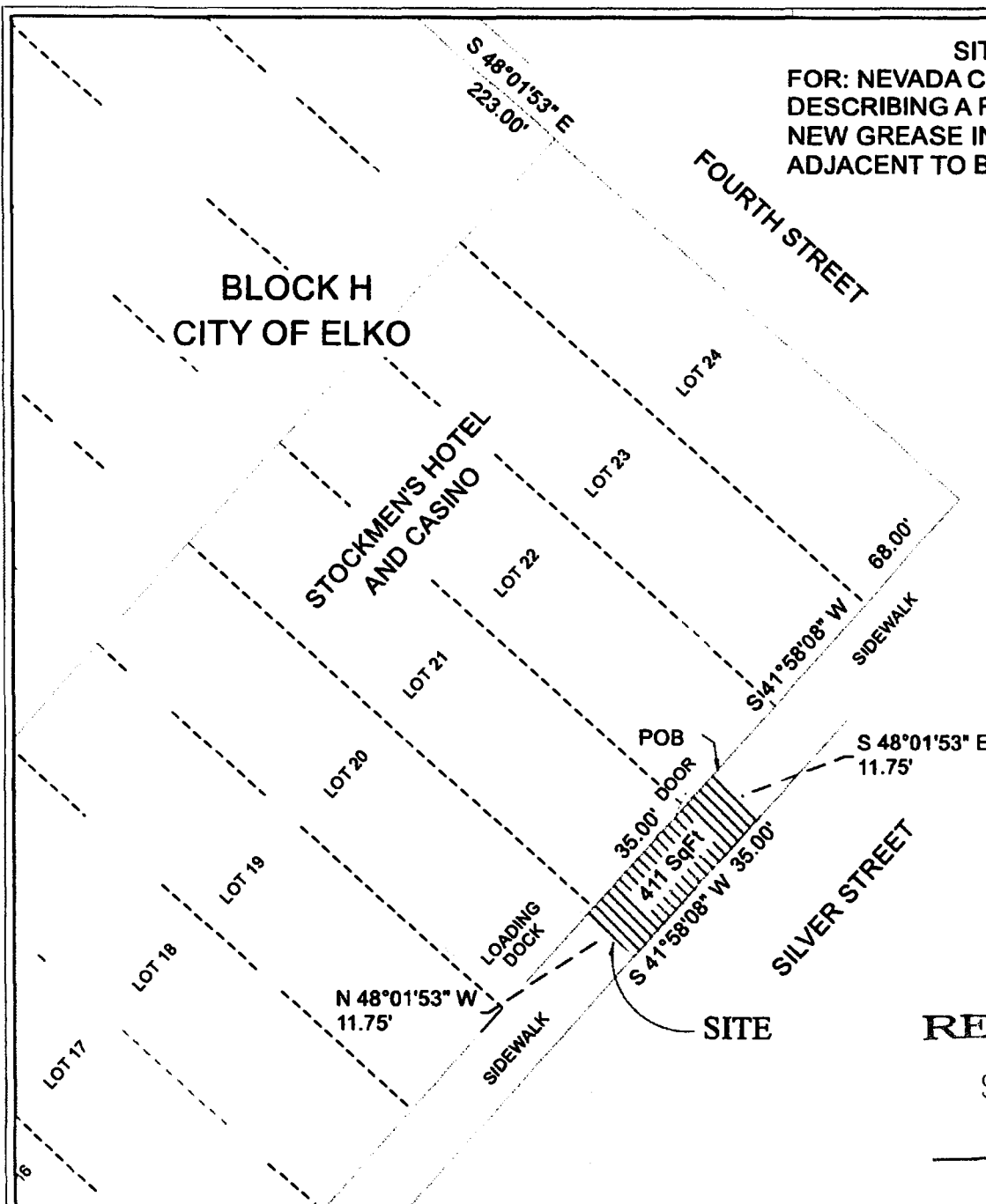
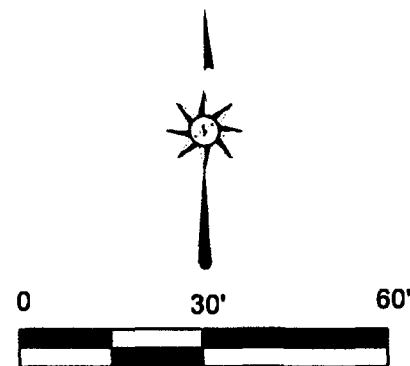
FOURTH STREET

SILVER STREET

SITE

RECEIVED

SEP 05 2019





CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

(775) 777-7160 * (775) 777-7119 fax

APPLICATION FOR REVOCABLE PERMIT TO OCCUPY CITY OF ELKO PROPERTY

APPLICANT(s):	NORTHERN NEVADA ASSET HOLDINGS, LLC		
MAILING ADDRESS:	801 E Glendale Avenue, Sparks NV 89431		
PHONE NO (Home)	719-573-8557	(Business)	775-389-7993
NAME OF PROPERTY OWNER (If different):			
(Property owner's consent in writing must be provided.)			
MAILING ADDRESS:	340 Commerical Street, Elko, NV 89801		
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):			
ASSESSOR'S PARCEL NO.:	001-341-006		
Address			
APPLICANT'S REPRESENTATIVE OR ENGINEER:			

FILING REQUIREMENTS:

Complete Application Form: In order to begin processing the application, an application form must be complete and signed.

Fee: A \$400.00 non-refundable filing fee.

Legal Description: A certified metes and bounds legal description of the boundary of the area to be used by the applicant must be provided.

Plot Plan: A plot plan provided by a properly licensed surveyor drawn to scale showing the proposed boundary lines, proposed structures, signs, landscaping, etc.

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

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

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Describe the proposed use of the property:

The proposed use is to ACCOMMODATE A GREASE TRAP
for the new Old Chicago PIZZA and Tap House

(Dimensions) 9' 2" feet X 5' 8" feet (Attach Plot Plan)

(Use additional pages if necessary to address the question)

This area intentionally left blank,

THE APPLICANT HEREBY AGREES TO COMPLY WITH THE FOLLOWING:

1. That if this permit is granted, the applicant agrees that the property involved shall be subject to any utility easements affecting said area, including all existing utility mains, pipelines, laterals, sewer lines, water lines, gas lines, telephone lines, cables, television cables, electrical lines and wires, gas wires, drains and other pipes, wires and cables, and lines now located on, over, under or within said property area, strip or any portion thereof.
2. That if this permit is granted, the applicant hereby agrees that their use of said area shall be only for landscaping, driveways, fences, carports, signs, and any other such similar uses involving non-permanent structures.
3. That the applicant understands and agrees that said permit, if granted, is revocable by the City of Elko, should the City of Elko determine said right-of-way is needed for public use. Revocation of the permit to occupy the right-of-way shall be 30 days from the date of certified mailing to the permit holder, notifying permittee of the City's intent to revoke.
4. That the applicant hereby agrees that the removal and/or relocation of the permittee's improvements, desired to be retained and salvaged by the permittee, shall be the responsibility of the permittee and at the permittee's expense. Any improvements remaining after the 30 day notification period shall be removed by the City of Elko to accomplish the City's plan for public use of said area.
5. That the applicant further agrees to comply with all applicable codes and ordinances pertaining to the applicant's use of said right-of-way.

Applicant / Agent

Northern Nevada Asset Holdings, Inc. Thomas J. Reinhard, Manager

(Please print or type)

Mailing Address

1515 N Academy Blvd., #400

Street Address or P.O. Box

Colorado Springs CO 80909

City, State, Zip Code

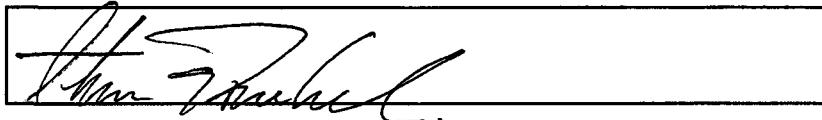
Phone Number:

719-573-8557

Email address:

t.reinhard@wendyscos.com

SIGNATURE:



FOR OFFICE USE ONLY

File No.: 1-19 **Date Filed:** 9/5/19 **Fee Paid:** \$400 CY# 116288

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to vacate up to 2.5' of the southeasterly portion of Commercial Street between 5th and 6th Street involving 8 properties, filed by City of Elko and processed as individual Vacations 4-19 through 11-19, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 24, 2019**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **A recent survey has been submitted to the City of Elko showing an encroachment of their building into Commercial Street right-of-way. Further surveying has determined that most of the 600 block has encroachments into the Commercial Street right-of-way and therefore the City of Elko is the applicant for the vacation. 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: **Application, display map**
9. Recommended Motion: **Findings are that it is in the best interest of the city and that no person will be materially injured thereby, move to approve the proposed individual Vacations 4-19 through 11-19 involving 8 properties and direct Staff to commence the vacation process by referring the matter to the Planning Commission.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

**JM Capriola Co. Inc.
500 Commercial Street
Elko, NV 89801**

**Jacques Errecart
516 Commercial Street
Elko, NV 89801**

Agenda Item IV.F.

**Patray Assets LLP
425 Rocky Rd.
Elko, NV 89801**

**Ace Glass Company
536 Commercial Street
Elko, NV 89801**

**Cowboy Arts and Gear Museum
500 Commercial Street
Elko, NV 89801**

**Gremel & Reutner Properties Inc.
P.O. Box 2594
Elko, NV 89803**

**Shigamo Development Inc.
2002 Idaho Street
Elko, NV 89801**

**MPLDP LLC
c/o Meenakshil Patel
223 Greencrest Dr.
Spring Creek, NV 89815**



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801 *

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

APPLICATION FOR VACATION OF CITY STREET, EASEMENT OR OTHER PUBLIC RIGHT-OF-WAY

APPLICANT(s): City of Elko

MAILING ADDRESS: 1751 College Avenue

PHONE NO (Home) 775-777-7160

(Business)

NAME OF PROPERTY OWNER (If different):

(Property owner's consent in writing must be provided.)

MAILING ADDRESS:

LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):

ASSESSOR'S PARCEL NO.:

Address

Lot(s), Block(s), & Subdivision SE side of Commercial Street between 5th & 6th Streets

Or Parcel(s) & File No.

FILING REQUIREMENTS:

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

Fee: A \$600.00 non-refundable 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, parking and loading areas, driveways and other pertinent information must be provided.

Legal Description: A complete legal description of the area proposed for vacation along with an exhibit depicting the area for vacation.

Note: One .pdf of the entire application must be submitted as well as one set of legible, reproducible plans 8 1/2" x 11" in size. If the applicant feels the Commission needs to see 24" x 36" plans, 10 sets of pre-folded plans must be submitted.

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

OWNER(S) OF THE PROPERTY ABUTTING THE AREA BEING REQUESTED FOR VACATION:

--

(Name)

(Address)

OWNER(S) OF THE PROPERTY ABUTTING THE AREA BEING REQUESTED FOR VACATION:

--

(Name)

(Address)

1. Describe the nature of the request:

Buildings along the southeast side of Commercial Street

are encroaching into the Commercial Street right-of-way. The proposal is to vacate the portions of Commercial Street that the buildings are occupying.

2. Describe any utilities currently located in the area proposed for vacation, and if any are present how they will be addressed:

There are no known utilities in the area proposed for vacation.

Use additional pages if necessary

This area intentionally left blank

By My Signature below:

- ☒ I consent to having the City of Elko Staff enter on my property only for the sole purpose of inspection said property as part of this application process.
- ☐ I object to having the City of Elko Staff enter onto my property as a part of their review of this application. (Your objection will not effect the recommendation made by the staff or the final determination made by the City Planning Commission or the City Council.)
- ☒ I acknowledge that submission of this application does not imply approval of this request by the City Planning Department, the City Planning Commission and the City Council, nor does it in and of itself guarantee issuance of any other required permits and/or licenses.
- ☒ I acknowledge that this application may be tabled until a later meeting if either I or my designated representative or agent is not present at the meeting for which this application is scheduled.
- ☒ I have carefully read and completed all questions contained within this application to the best of my ability.

Applicant / Agent

City of Elko

(Please print or type)

Mailing Address

1751 College Avenue

Street Address or P.O. Box

Elko, NV 89801

City, State, Zip Code

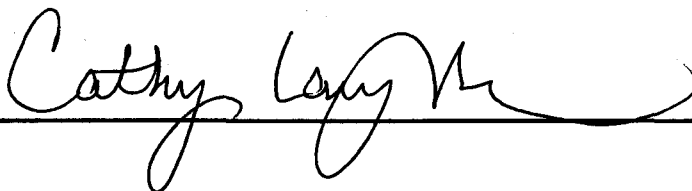
Phone Number:

775-777-7160

Email address:

claughlin@elkocitynv.gov

SIGNATURE:



FOR OFFICE USE ONLY

File No.: _____ **Date Filed:** _____ **Fee Paid:** _____

**Elko City Council
Agenda Action Sheet**

1. Title: **Ratification of the Police Chief issuing a 60-day Temporary Packaged Liquor License and issue a Regular Packaged Liquor License, to Noel Aguirre, DBA La Unica Market, L.L.C., located at 524 Front Street, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 24, 2019**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information: **N/A**
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: **N/A**
9. Recommended Motion: **Ratification of the Police Chief issuing a 60-day Temporary Packaged Liquor License and issue a Regular Packaged Liquor License, to Noel Aguirre, DBA La Unica Market, L.L.C., located at 524 Front Street, Elko, NV 89801.**
10. Prepared By: **Police Chief Ben Reed, Jr.**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Noel Aguirre
2111 Hondo Lane
Elko, NV 89801
launicamxmarker@gmail.com**



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: September 17, 2019

TO: Curtis Calder, City Manager

FROM: Ben Reed, Jr., Police Chief

SUBJECT: Packaged Liquor License Application in the name of La Unica Market, L.L.C., located at 524 Front Street, Elko, NV 89801

On August 20, 2019, Noel Aguirre made application for a Packaged Liquor License in the name of La Unica Market L.L.C., located at the above address.

Mr. Aguirre has successfully completed the required background investigation.

I am requesting the Elko City Council approve the request for a Packaged Liquor License Application in the name of La Unica Market L.L.C., located at 524 Front Street, Elko, NV 89801.

BR/tle

CC: Mayor Keener