

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 PM, Tuesday, November 9, 2021. The meeting was held in the council chambers, 1751 College Ave., Elko and via GoTo Meeting.

This meeting was called to order by Mayor Reece Keener. He stated the agenda for this meeting has been posted for this date and time. The public can participate in person, by phone, tablet, laptop, or computer by registering with the GoTo Meeting link provided in the agenda. Questions can be sent to cityclerk@elkocitynv.gov.

I. 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.

II. ROLL CALL

Present:

Reece Keener, Mayor
Chip Stone, Councilman
Clair Morris, Councilman
Giovanni Puccinelli, Councilman

Absent:

Mandy Simons, Councilwoman

City Staff Present:

Diann Byington, Recording Secretary
Jan Baum, Financial Services Director
Curtis Calder, City Manager
Jeff Ford, Building Official
Jim Foster, Airport Manager
Cathy Laughlin, City Planner
Candi Quilici, Accounting Manager
Michele Rambo, Development Manager
Susie Shurtz, Human Resources Manager
DJ Smith, Computer Information Systems Coordinator
Jack Snyder, Deputy Fire Chief
Dave Stanton, City Attorney
Dennis Strickland, Public Works Director
Bob Thibault, Civil Engineer
Scott Wilkinson, Assistant City Manager
Kelly Wooldridge, City Clerk
Jason Pepper, Police Lieutenant
Matt Griego, Fire Chief

III. PLEDGE OF ALLEGIANCE

IV. 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

Former Mayor Chris Johnson with Citizens for Elko County Schools spoke about the upcoming special election and urged everyone to vote YES on the bond question for the December 14, 2021 election. He handed out a flyer (Exhibit "A") and explained what the yes vote would do for Elko County Schools and the citizens.

Mayor Keener congratulated Jason Logsdon for his award and winning a contest. Veteran's Day will be observed on Thursday and City offices will be closed. Free dump day is scheduled for November 20th.

Dennis Strickland, Public Works Director, said that is our standard fall day. There will be normal hours at the landfill and no commercial vendors. On November 20th we will be taking free refuge for the citizens. This is an effort to curb illegal dumping.

V. APPROVAL OF MINUTES

V.A. Approval of Minutes - October 26, 2021

The minutes were approved by general consent.

Mayor Keener asked for one correction to be made. Replace OCIT with OSIT.

VI. PRESENTATION

VI.A. Reading of a proclamation by the Mayor in recognition of the week of November 14 – 20, 2021 as Nevada Flood Week, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

Mayor Keener read the proclamation.

IX. APPROPRIATION

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

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli to approve the regular warrants in the amount of \$292,244.52.**

The motion passed unanimously. (4-0)

VII. CONSENT AGENDA

Review, consideration, and possible approval of a Memorandum of Agreement between the City of Elko, and the International Union of Operating Engineers, Local 3, and matters related thereto. **FOR POSSIBLE ACTION**

The Lead Records Technician position description was approved by the City Council at the October 12, 2021 meeting. The position reclassification will be added to Exhibit A as part of the current collective bargaining agreement, dated July 1, 2021 through June 30, 2024, placing the Lead Records Technician position in Grade 9 in the OE3 Hourly Wage Schedule. The Memorandum of Agreement, has been included in the agenda packet for review. SS

**** A motion was made by Council Member Stone, seconded by Council Member Morris to approve the consent agenda.**

The motion passed unanimously. (4-0)

VIII. PERSONNEL

VIII.A. Presentation of Utah Commission for Professional Fire Officer Development Supervising Fire Officer credential to Deputy Chief Jack Snyder, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

Chief Griego read a description of the award (Exhibit "B") and handed Jack Snyder, Deputy Fire Chief, the award.

VIII.B. Presentation of Center for Public Safety Excellence "Chief Fire Officer" professional designation to Fire Deputy Chief Jack Snyder, and matters related. **INFORMATION ONLY – NON ACTION ITEM**

Chief Griego read a description of the award (Exhibit "C") and handed Mr. Snyder the award.

Deputy Chief Snyder thanked his crews and his wife for all the help and support.

VIII.C. Review, consideration, and possible approval to reclassify Jeff Winrod, Airport Facilities Maintenance Technician, to Airport Operations/Maintenance Officer, and matters related thereto. **FOR POSSIBLE ACTION**

Jeff Winrod, Airport Facilities Maintenance Technician, has worked at Elko Regional Airport for over 4 years. Staff requests that Mr. Winrod be reclassified to Airport Operations/Maintenance Officer (Grade 12 of OE3 Hourly Wage Schedule) which more accurately reflects the duties currently performed. Over time, Mr. Winrod's responsibilities have expanded to include airport operations. SS

Susie Shurtz, Human Resources Manager, explained any position reclassifications must go to Council for approval. Jeff has taken on additional duties. This position was originally just a facilities maintenance position and he serves more in an operations capacity now. They just want to reclassify the position to more accurately describe what he is doing at the Airport.

**** A motion was made by Council Member Morris, seconded by Council Member Stone to approve the position reclassification as presented by Human Resources.**

The motion passed unanimously. (4-0)

VIII.D. Review, consideration, and possible approval to recruit for the position of Airport Operations/Maintenance Officer, and matters related thereto. **FOR POSSIBLE ACTION**

The Airport Budget for FY 2021-2022 included approval for an additional Facilities Maintenance position. Staff recommends recruiting for Airport Operations/Maintenance Officer instead of Facilities Maintenance, to better meet the needs of the Airport. The difference in Step 1 hourly rate between the two positions would be \$7.9123/hour. The Airport Fund has sufficient budget to cover the difference.
SS

Ms. Shurtz explained this is not a new position. This position was already approved. They are requesting this position be moved to the same Airport Operations/Maintenance Officer so we have a well-rounded group.

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli to approve recruitment for Airport Operations/Maintenance Officer position as presented.**

The motion passed unanimously. (4-0)

IX. APPROPRIATION (Cont.)

IX.B. Review and possible approval of Utility Refunds, and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli to approve the Utility Refunds in the amount of \$1,979.20.**

The motion passed unanimously. (4-0)

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

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli to approve the General Hand-Cut Checks in the amount of \$97,650.73.**

The motion passed unanimously. (4-0)

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

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli to approve the Print 'N Copy warrants in the amount of \$299.**

The motion passed. (3-0 Mayor Keener abstained.)

IX.E. Review, consideration, and possible approval for the Elko Fire Department to enter into a Professional Service Agreement for Ambulance Billing with Oososharp, LLC, and matters related thereto. **FOR POSSIBLE ACTION**

EFD has been with the ambulance billing firm Intermedix the past 13 years. Intermedix has recently changed their billing structure and the new fee schedule is no longer affordable. Oososharp, LLC has a fee schedule suited for smaller departments. They are also very familiar with the reports needed for the Ground Emergency Medical Transport Program. MG

Chief Griego explained Intermedix has been with them since the inception of the ambulance program. We were looking at rates well above what we were getting in. They did some research and found Oososharp. Their fee rate is cheaper than Intermedix and will be charging a percentage rather than a set fee. Legal has reviewed the agreement and now he was looking for Council approval.

Mayor Keener called for public comment without a response.

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli to authorize the Elko Fire Department to enter into a Professional Service Agreement for Ambulance Billing with Oososharp LLC.**

The motion passed unanimously. (4-0)

X. UNFINISHED BUSINESS

X.A. Review, discussion, and possible adoption of Resolution No. 29-21, a resolution approving a Memorandum of Understanding (MOU) and Form Contract to be utilized for Cold Weather Shelters during Cold Weather Emergencies, and matters related thereto. **FOR POSSIBLE ACTION**

As a possible means of providing shelter to homeless persons during periods of extreme cold weather Staff is proposing the adoption of a Memorandum of Understanding and a Form Contract that could be utilized to rent hotel/motel rooms under NRS 332.112 on an as-available basis. Resolution 31-20, adopted on December 8, 2020, gives the City Manager and the Assistant City Manager the authority to declare a cold weather emergency and to enter into emergency contracts with shelter providers during cold weather emergencies. SAW

Scott Wilkinson, Assistant City Manager, explained this is basically a repeat of what we did last year. The MOU and the form contract are both included in the packet.

Mayor Keener said one hotel signed up last year. Will they participate again this year?

Mr. Wilkinson answered they have discussed this with several hoteliers that had indicated they were interested in the program but he did not believe any others would be participating.

Mayor Keener asked if FISH was involved in this.

Mr. Wilkinson answered when a cold weather emergency is declared they will put it on their FaceBook. They pass on the information about the availability but they do not participate otherwise. There are a number of individuals at the homeless camp that are hesitant to use the rooms when they are offered. They do not want to leave their tents and property. The costs in the past have been nominal, maybe a few hundred dollars, and we have not had to pay for damages to the rooms. We have had to replace some keys but that was about it. He wasn't sure if this was a great benefit for the residents at the homeless camp.

**** A motion was made by Council Member Morris, seconded by Council Member Stone to adopt Resolution No. 29-21.**

The motion passed unanimously. (4-0)

XI. NEW BUSINESS

XI.A. Consideration and possible action to cancel the December 28, 2021 Elko City Council meeting, and matters related thereto. **FOR POSSIBLE ACTION**

Curtis Calder, City Manager, explained sometimes we hold meetings at that time but he wasn't sure if Council would be available.

Mayor Keener said it sounded like a good idea to him. He asked if anyone had any objections to this. There was no response.

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli to cancel the December 28, 2021 meeting.**

The motion passed unanimously. (4-0)

XI.B. Review, consideration, and possible approval of a first amendment to Revocable Permit No. 4-20, filed by Ygoa Ltd., to occupy a 658 square feet portion of the Silver and Third Street Right-of-Ways adjacent to their parcel located at 246 Silver Street to accommodate installation of columns and footings to support a new balcony, and matters related thereto. **FOR POSSIBLE ACTION**

The applicant is proposing to build a balcony to replicate the original building facade and it structurally cannot be supported by the existing building. The Revocable Permit 4-20 approved on December 8, 2020 was based on preliminary footing sizes and since the approval, the final foundation design has been completed and the footing is larger than previously approved to occupy the Right-of-Way. CL

Cathy Laughlin, City Planner, explained the request and the need for the First Amendment.

**** A motion was made by Council Member Morris, seconded by Council Member Puccinelli to approve the First Amendment to Revocable Permit No. 4-20.**

The motion passed unanimously. (4-0)

XI.C. Review, consideration, and possible approval of Revocable Permit No. 4-21, filed by Dale and Heather Johnson, to occupy +/- 439 square feet of Jennings Way Right-of-Way adjacent to their parcel located at 657 Cortney Drive to accommodate landscaping and a fence, and matters related thereto.

FOR POSSIBLE ACTION

The applicant is requesting the revocable permit for an area which is currently fenced and landscaped as part of their exterior side yard along Jennings Way. CL

Ms. Laughlin explained we did one of these for Engelmeier recently. This license agreement will give him the right to continue to use that property all the way to the back of the sidewalk.

Mayor Keener called for public comment without a response.

**** A motion was made by Council Member Stone, seconded by Council Member Morris to approve Revocable Permit No. 4-21, subject to the execution of the standard license agreement between the applicant and the City of Elko.**

The motion passed unanimously. (4-0)

XI.D. Review, consideration, and possible extension of the Revocable Agreement with The Trac-B Harm Reduction Center for the oversight of a syringe service program at the humanitarian campground, and matters related thereto. **FOR POSSIBLE ACTION**

The local representative for Trac-B is interested in continuing to operate the syringe service program at the humanitarian camp. Pursuant to Section 1 of the Revocable Agreement, the City of Elko may extend the agreement by mutual agreement of both parties. SAW

Scott Wilkinson, Assistant City Manager, explained he talked to the local Trac-B representative about this agreement and that individual indicated that they are not distributing the needles at the camp. He said he would let Trac-B know that he would bring this to Council and recommend that we cancel the agreement. When he talked to the representative in Las Vegas, they indicated they felt this program was important. The proposed agreement was included in the packet with some changes.

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli to extend the agreement between the City of Elko and Trac-B Harm Reduction Center for a 3-year term with the track changes as indicated on the Revocable Agreement.**

The motion passed unanimously. (4-0)

XI.E. Review, consideration and possible approval of a Land Lease Agreement for Hangar (C8) with La Vaca Cattle Co., a Colorado corporation and matters related thereto. **FOR POSSIBLE ACTION**

La Vaca is the current owner of Hangar C8. The previous agreements had expired and a new lease is required. 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)

Jim Foster, Airport Manager, explained we had one of these at the last Council Meeting. This is the second of three that will be brought to Council for approval. This one is for LaVaca.

**** A motion was made by Council Member Stone, seconded by Council Member Morris to approve the Land Lease Agreement with La Vaca Cattle Co. for Hangar C8.**

The motion passed unanimously. (4-0)

XI.F. Review, consideration, and possible action to enter into a Lease Agreement with Head Start of Northeastern Nevada, and matters related thereto. **FOR POSSIBLE ACTION**

The previous agreement was for 20 years and expired on April 1, 2018. Head Start has requested to lease the area for another 20-year term. SAW

Scott Wilkinson, Assistant City Manager, stated we are able to consider the request to lease the property under NRS 268.053 and explained how this lease with Head Start fulfills the requirements for the NRS. He proposed a lease with Head Start for 20 years for \$1 per year. This agreement also has a provision where it could be extended for another 10 years.

Mayor Keener thought it was a good idea because the land could not really be used by anyone else.

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli to enter into a lease agreement with Head Start of Northeastern Nevada.**

The motion passed unanimously. (4-0)

XI.G. Review, consideration and possible action to approve an Agreement to Dedicate Right-of-Way for Errecart Boulevard and South 9th Street between the City of Elko and R. Thomas Tipton, Successor Trustee of the Tipton Family Trust and 5Name, LLC, a Nevada limited-liability company organized and existing under the laws of the State of Nevada, and matters related thereto. **FOR POSSIBLE ACTION**

The Council took action at its meeting on October 19, 2021 to include a possible water line extension through APN 001-730-010 as a part of several water enhancement projects to be funded with American Rescue Plan Act (ARPA) funds. Engineering and dedication of the rights-of-way is required to facilitate the project. The agreement stipulates timelines for completion of the engineering and dedication of the rights-of-way. The rights-of way include the Errecart and South 9th Street alignments in addition to an alignment to connect the water line to the 5200 water zone. SAW

Mr. Wilkinson explained that if Council is inclined to approve this agreement, he would suggest a couple of changes to the agreement as seen in the handout (Exhibit "D"). He went over the proposed changes.

Mayor Keener called for public comment without a response.

**** A motion was made by Council Member Stone, seconded by Council Member Morris to approve an Agreement to Dedicate Right-Way for Errecart Boulevard and South 9th Street between the City of Elko and R. Thomas Tipton, Successor Trustee of the Tipton Family Trust and 5Name, LLC, with proposed revisions on page 2 as presented by staff.**

The motion passed unanimously. (4-0)

XII. REPORTS

XII.A. Mayor and City Council

Mayor Keener reported there is another OSIT meeting coming up. They will be in Elko on the 15th and will have another mini workshop with the Broadband Action Team. They will meet at 9:00 in the Commission Chambers. He and Curtis Calder had a meeting with Joyce Helens from the college last week. They are still interested in the armory but we will have to see how that works out. He reminded everyone of the Veteran's Day Holiday this Thursday. The City Offices will be closed that day.

Councilman Puccinelli thanked Dennis Strickland and Shane Fertig for the tour of the Landfill facility.

XII.B. City Manager

Curtis Calder reminded everyone of the Christmas Party December 10th. The following night is Chief Griego's going away party.

Mayor Keener asked about the pond inspections at the Golf Course.

Mr. Calder answered he heard through James Wiley that the inspection and repair has occurred. Once it is completed the ponds will be refilled. It was part of the warranty and 1-year inspection on the project.

XII.C. Assistant City Manager

Mayor Keener asked about the latest from Union Pacific.

Scott Wilkinson answered we should have the PSA to Council at the next meeting. They finalized the letter agreement to appraise the property. We can't execute that until Council has the ability to consider the Purchase/Sale Agreement. That has been finalized and will be presented at the next meeting.

Mayor Keener asked about the VA Cemetery and if he has had any contact with them.

Mr. Wilkinson answered that he has not.

There was some discussion about an email that discussed naming the VA Cemetery.

XII.D. Utilities Director

Absent.

XII.E. Public Works

Dennis Strickland reminded them of the free dump day and leaf collection. Projects are winding down. VFW is paved. Jennings Way has had a massive hang up with power there. There are still a couple of big paving projects being completed. He wanted to mention the animal shelter and how he had a positive experience there recently.

XII.F. Airport Manager

Mayor Keener asked about I Don't Know Deli and if they are moving in.

Jim Foster answered there has been some activity and they are planning to open by the 19th.

XII.G. City Attorney

No report.

XII.H. Fire Chief

No report.

XII.I. Police Chief

No report.

XII.J. City Clerk

Mayor Keener asked about the new Agenda software.

Kelly Wooldridge answered we are working on it. Every time something gets fixed, something else breaks.

XII.K. City Planner

Cathy Laughlin reported we have been lacking scooters the last couple of weeks. They found a new manager and they should be up and running again soon.

XII.L. Development Manager

No report.

XII.M. Financial Services Director

Jan Baum reported they are finishing up the audit and it should be ready for presentation at the next meeting.

XII.N. Parks and Recreation Director

James Wiley reported they opened the pool last Wednesday and have been open with Winter hours. Regarding the pond liners at the Golf Course, there was an issue with some of the inlets and the out takes where they doubled up the liner. There was some water getting between the two layers. That has been fixed.

Mayor Keener asked about tournament refunds.

Mr. Wiley answered it was for a youth soccer tournament over Memorial Day that was scheduled back in 2020. There was some sponsorship money that they planned to use the following year. We were still dealing with the pandemic last Memorial Day and could not hold the tournament again. The soccer club would like to revisit it all the next Memorial Day but there were the sponsorships written out to the City of Elko. We could not refund the money to the club so we had to refund the sponsors, who will then pass the money over to the club.

XII.O. Civil Engineer

Mayor Keener noted that VFW Drive is almost done.

Bob Thibault reported VFW is finishing up. It has been paved and they just have a little bit of work to do behind the sidewalks and matching some driveways.

XII.P. Building Official

Absent.

XIII. COMMENTS BY THE GENERAL PUBLIC

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

There were no public comments.

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

Mayor Reece Keener

Kelly Wooldridge, City Clerk

ELKO CITY COUNCIL PUBLIC COMMENT

Please PRINT Legibly

****If you have a prepared statement please give the minutes clerk a copy of your statement****

NAME: Chris J Johnson -	REPRESENTING: Citizens for 131160 County Schools -
ADDRESS: 123 Woods Court	AGENDA ITEM YOU ARE ADDRESSING: Public Comment
PHONE #: 775-937-7065 -	DATE: 11/9/21

VOTE

YES

**FOR ELKO COUNTY
EDUCATION**

DECEMBER 14TH

- YES TO SCHOOL REPAIRS & EXPANSIONS
- YES TO REPLACING MODULAR CLASSROOMS
- YES TO REDUCING PROPERTY TAXES
- YES TO PUTTING STUDENTS FIRST
- YES TO BUILDING A BETTER FUTURE



**DEC
14TH**

**VOTE
YES
FOR ELKO COUNTY
EDUCATION**

Community members and educators work together to create an environment that promotes learning and success for approximately 10,000 smart and energetic pre-kindergarten through twelfth-grade students.

VOTE YES TO VOTE FOR:

- **Lower Tax Rate** - a "Yes" vote will lower taxes
- **Save Money** - a "Yes" vote will provide the ability to begin projects sooner, saving inflation costs
- **Quality Community Recreation Spaces and the Improvement and Expansion of Existing Campuses**
- **Community Image, Community Pride**
- **Strong Schools** - a strong school provides for a strong community

PAID FOR BY CITIZENS FOR ELKO COUNTY SCHOOLS

MATT GRIEGO
FIRE CHIEF
Email: mgriego@elkocitynv.gov

AMANDA FLORENCE
ADMINISTRATIVE ASSISTANT
Email: aflorence@elkocitynv.gov



JACK SYNDER
DEPUTY FIRE CHIEF
Email: jsynder@elkocitynv.gov

JAMIE WINROD
FIRE MARSHAL
Email: jwinrod@elkocitynv.gov

CITY OF ELKO - FIRE DEPARTMENT

911 W. Idaho Street
Elko, NV 89801
(775)777-7345 FAX (775)777-7359

Supervising Fire Officer Designation Award Briefing Sample

Deputy Chief Jack Snyder has been awarded the Utah Supervising Fire Officer Designation. This designation is achieved by documenting a comprehensive body of career development classes, higher education, certifications, competencies, and experiences based on criteria developed by the International Association of Fire Chiefs. The program was then adopted by the Utah Commission on Fire Officer Professional Development.

Chief Snyder has demonstrated his commitment to professionalism and self-improvement by following an ongoing path of professional development. He has fulfilled hundreds of hours of training, education, and experience to meet the requirements needed for this award.

Please join me in personally thanking Chief Snyder for his hard work and dedication to such a valuable program and to serving the firefighters and citizens of Elko.

Elko City Council
Agenda Action Sheet

1. Title: **Presentation of Utah Commission for Professional Fire Officer Development Supervising Fire Officer credential to Deputy Chief Jack Snyder, and matters related. INFORMATION ONLY – NON ACTION ITEM**
2. Meeting Date: **November 9, 2021**
3. Agenda Category: **PERSONNEL**
4. Time Required: **5 Minutes**
5. Background Information:
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:
10. Prepared by: **Matthew Griego Fire Chief**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:

MATT GRIEGO
FIRE CHIEF
Email: mgriego@elkocitynv.gov

AMANDA FLORENCE
ADMINISTRATIVE ASSISTANT
Email: aflorence@elkocitynv.gov



JACK SYNDER
DEPUTY FIRE CHIEF
Email: jsynder@elkocitynv.gov

JAMIE WINROD
FIRE MARSHAL
Email: jwinrod@elkocitynv.gov

CITY OF ELKO - FIRE DEPARTMENT

911 W. Idaho Street
Elko, NV 89801
(775)777-7345 FAX (775)777-7359

Deputy Chief Jack Snyder has successfully completed the process that awards the professional designation of "Chief Fire Officer" (CFO). The Commission on Professional Credentialing (CPC) met on September 28, 2021 to confer the designation. Chief Snyder becomes one of only 1,568 CFO's worldwide.

The designation program is a voluntary program designed to recognize individuals who demonstrate their excellence in seven measured components including experience, education, professional development, professional contributions, association membership, community involvement and technical competence. In addition, all applicants are required to identify a future professional development plan.

The CFO designation program uses a comprehensive peer review model to evaluate candidates seeking the credential. The Commission on Professional Credentialing awards the designation only after an individual successfully meets all of the organization's stringent criteria.

Achieving this designation signifies Chief Snyder's commitment to his career in the fire and emergency services.

Elko City Council
Agenda Action Sheet

1. Title: **Presentation of Center for Public Safety Excellence “Chief Fire Officer” professional designation to Fire Deputy Chief Jack Snyder, and matters related. INFORMATION ONLY – NON ACTION ITEM**
2. Meeting Date: **November 9, 2021**
3. Agenda Category: **PERSONNEL**
4. Time Required: **5 Minutes**
5. Background Information:
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:
10. Prepared by: **Matthew Griego, Fire Chief**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:

Agreement to Dedicate Right-of-Way for Errecart Boulevard and South 9th Street

THIS AGREEMENT, made and entered into this _____ day of XXXX, 2021, by and between the **CITY OF ELKO**, a municipal corporation, organized and existing under the laws of the State of Nevada, hereinafter referred to as “**the City**”, and R. Thomas Tipton, Successor Trustee of the Tipton Family Trust and 5Name, LLC, a Nevada limited-liability company organized and existing under the laws of the State of Nevada, hereinafter referred to as “**Owner**:”

WITNESSETH:

Whereas: Owner owns the following described real property located in the City of Elko, County of Elko, State of Nevada (hereinafter the “Property”):

Parcel 2 as shown on that certain Parcel Map for RICHARD W. and RITA R. ERICKSON filed in the office of the County Recorder of Elko County, State of Nevada, on March 11, 1996, as File No. 382298, being a portion of the N 1/2, Section 23, TOWNSHIP 34 NORTH, RANGE 55 EAST, M.D.B.&M.

EXCEPTING THEREFROM all coal, oil, oil shale, natural gas and other hydrocarbon substances lying in or under said land as reserved by Southern Pacific Land Company in deed recorded February 18, 1944, in Book 52, Page 475, Deed Records, Elko County, Nevada.
APN: 001-730-010;

Whereas: The Property is approximately 305 acres in size and is located west of the Northeastern Nevada Regional Hospital along the proposed extension of Errecart Boulevard and South 9th Street, otherwise known as the “Errecart Boulevard Extension Project” (hereinafter the “Project”);

Whereas: The Project will generally consist of mass grading to the top of subgrade, a water main line extension, installation of storm water culverts;

Whereas: Installation of a sewer main line extension within the graded roadway (where required), construction of a two-lane roadway within the subgrade, and installation of

public utility infrastructure (e.g., gas, electrical and communications) will occur over time as property abutting or adjacent to either the Errecart or South 9th Street alignments undergoes development;

Whereas: The City desires a dedicated right-of-way and/or easements for utility and road purposes across the Property for the Project consistent with its Master Plan and long range planning objectives at the locations shown on the map at Exhibit 1 (hereinafter the "Right-of-Way");

Whereas: Owner desires certain terms and agreements with respect to the Property that will facilitate future development;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions on the part of the respective parties to be performed, the parties hereby agree as follows:

1. DESIGN.

The City shall complete the design of the Project, to include the design of mass grading to subgrade, required slope areas, water main location, sewer main location and storm water culvert locations across the Property (hereinafter the "Design") within 180 days from the date of City Council approval of this Agreement. All aspects of the Design, to include its scope and extent, shall be at the discretion of the City.

2. DEED OF DEDICATION.

Following completion of the Design, the City shall prepare, within 120 days of City Council approval of this Agreement, a deed of dedication for the Right-of-Way (hereinafter the "Deed of Dedication"). The boundaries of the dedicated area shown in the Deed of Dedication will be dependent upon and determined by the final design for the Project. The South 9th Street area offered for dedication will be widened for the South 9th Street alignment based on the final design. The Deed of Dedication shall include all rights-of-way and/or easements as shown on Exhibit 1. The Owner shall within 30 days thereafter return the fully-executed Deed of Dedication to the City for possible acceptance by the City Council and recordation by the City.

3. PROJECT PRIORITIZATION.

Upon recordation of the Deed of Dedication, the City shall promptly elevate construction of the Project to a verifiable top five priority project. The parties understand and agree that prioritizing the Project may increase the likelihood that the Project will be funded through the American Rescue Plan Act or other State of Nevada or Federal Infrastructure Bills passed by the State of Nevada or United States Congress and received by the City.

4. RESPONSIBILITY FOR IMPROVEMENTS.

Neither this Agreement nor the Deed of Dedication shall create any obligation on the party of either the City or the Owner to perform any construction in connection with the Right-of-Way or the Project.

5. FUNDING.

Federal and State infrastructure programs may not fund any or all of the Project. The City may, but is not obligated to, independently fund portions of the Project in its discretion.

6. COMPLIANCE WITH STATE AND LOCAL REQUIREMENTS.

Construction of the Project, to include utility and/or roadway improvements, will be subject to state and local requirements, to include the Elko City Code and State laws applicable to the division of land.

7. LIMITATIONS ON RIGHT-OF-WAY ACCESS TO PROPERTY.

The proposed Project will not provide continued access beyond the west and north boundaries of the Property, but will provide access from the existing Errecart Boulevard right-of-way as shown on the document at Exhibit 2.

8. GENERAL PROVISIONS.

The following general provisions shall apply to this Agreement:

A. OTHER DOCUMENTS. The parties agree to execute all other documents reasonably necessary to effectuate this Agreement.

B. TIME IS OF THE ESSENCE. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

C. CITY COUNCIL APPROVAL. This Agreement shall be of no force or effect until approved by the Elko City Council and signed by the Mayor or Mayor Pro Tempore.

D. COUNTERPARTS. This Agreement may be signed in counterparts.

E. SIGNATURES. A fax, scanned, digital, or other electronic signature shall have the same effect as an original ink signature.

F. HEADINGS. The use of headings in this Agreement is strictly for convenience and is not intended to affect the meaning of any portion of this Agreement. Headings may not be used in the construction and/or interpretation of this Agreement.

G. RESTRICTION ON ASSIGNMENT. No party to this Agreement may assign any of its rights or obligations hereunder without the prior written consent of the other party.

H. SUCCESSORS. References to the Owner in this Agreement shall include its successors, heirs, assigns, agents, employees, contractors, representatives, affiliates, parent companies and subsidiaries. The term "successor" shall mean any person, firm, corporation or other business entity which at any time by merger, purchase or otherwise shall acquire all or substantially all of the assets or business of the Owner.

I. CHOICE OF LAW AND VENUE. The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the State of Nevada without reference to the choice of law principles of such state or any other state, and any disputes arising hereunder shall be resolved in the Fourth Judicial District Court in and for the County of Elko, State of Nevada.

J. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same.

K. NO PARTNERSHIP OR JOINT VENTURE. Nothing herein contained or implied in the performance of this Agreement shall be construed to operate as constituting a partnership or joint venture between the parties.

L. INTERPRETATION. The parties were each represented by legal counsel in connection with the preparation of this instrument and, accordingly, waive the usual rule of construction that contracts are to be strictly construed against the drafting party.

M. ENTIRE AGREEMENT. Except where otherwise specifically provided in a written agreement between the parties, this Agreement, together with its attached exhibits, contains the entire agreement between the parties hereto with respect to the subject matter hereof and any prior agreements, discussions or understandings, written or oral, are superseded by this Agreement and shall be of no force or effect. This Agreement may only be amended by a writing executed by both parties hereto.

N. PARTIAL INVALIDITY. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

O. NO WAIVER. No waiver of any right under this Agreement shall be effective for any purpose unless in writing, signed by the party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement. Moreover, the failure to enforce at any time any of the provisions of this Agreement or to require at any time performance by any party any of the provisions hereof shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement or any part hereof, or the right of each party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

THE CITY

5NAME, LLC

DATE: _____, 2021

DATE: _____, 2021

By: _____

By: _____

REECE KEENER, Mayor

R. THOMAS TIPTON, Trustee

ATTEST:

Date: _____, 2021

By: _____

City Clerk