



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, February 11, 2020

Elko City Hall, 1751 College Avenue, Elko, NV 89801, at 4:00 P.M., P.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, February 6, 2020 at 8:30 a.m.

ELKO COUNTY COURTHOUSE
571 Idaho Street, Elko, NV 89801
Date/Time Posted: Thursday, February 6, 2020 at 8:40 a.m.

ELKO POLICE DEPARTMENT
1448 Silver, Elko NV 89801
Date/Time Posted: Thursday, February 6, 2020 at 8:50 a.m.

ELKO COUNTY LIBRARY
720 Court Street, Elko, NV 89801
Date/Time Posted: Thursday, February 6, 2020 at 9:00 a.m.

Posted by: **Kim Wilkinson** Administrative Assistant
Name Title

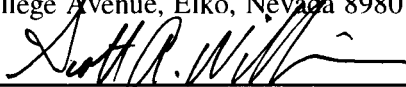

Signature

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 6th day of February, 2020

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.


Scott Wilkinson, Assistant City Manager
Elko, Nevada

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.S.T., TUESDAY, FEBRUARY 11, 2020
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: January 28, 2020 Regular Session

I. PRESENTATIONS

- A. Reading of a proclamation by the Mayor in recognition of the month of February as Beef Month, and matters related thereto.
- B. Public display of Elko Fire Department Engine 10, and matters related thereto.
INFORMATION ONLY – NON-ACTION ITEM

II. PERSONNEL

- A. Employee Introductions:
 - 1.) Thomas Quinlan, Volunteer Fire Fighter, Fire Department
 - 2.) Clancy Harman, Volunteer Fire Fighter, Fire Department
- B. Fire Department Badge Pinning and Administration of the Fire Officer's Oath, promotion of Firefighter Jeffrey Winrod to Fire Lieutenant, and matters related thereto. **INFORMATION ONLY - NON-ACTION ITEM**
- C. Review, consideration, and possible approval of an Agreement between the City of Elko, and the Elko Police Officers Protective Nevada Association of Public Safety Officer Communications Workers of America AFL/CIO Local 9110, July 1, 2019 – June 30, 2022, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko has concluded negotiations for FY 2019/2020, FY 2020/2021 and FY 2021/2022. A redlined copy of the proposed Collective Bargaining Agreement has been included in the agenda packet for review. SS

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

III. APPROPRIATIONS

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

IV. UNFINISHED BUSINESS

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

Based upon City Council action on October 22, 2019, Staff is providing a status update with regard to 403 Pine Street. MR

V. NEW BUSINESS

- A. Review, consideration, and possible action to accept the 2019 Annual Report of Planning Commission Activities, and matters related thereto. **FOR POSSIBLE ACTION**

Pursuant to City Code Section 3-4-23, the Planning Commission is required to prepare and present an Annual Report of its activities to Council. On February 4, 2020, the Planning Commission took action to approve the 2019 Annual Report of Planning Commission Activities, and forward it to the Council. CL

- B. Review, consideration, and possible acceptance of a Corrective Deed from T.G. Sheppard 1995 Family Limited Partnership to the City of Elko for a permanent non-exclusive Right of Way, and matters related thereto. **FOR POSSIBLE ACTION**

This Corrective Deed corrects deficiencies and effects the purpose of the Grant Deed and Easement that was recorded September 27, 1982 conveying the property to the City of Elko. CL

- C. Review, consideration, and possible acceptance of a Corrective Deed for Public Street/Right-of-way and Grant of Easement for Roadway and Utility Purposes from Franzoia Anacabe Family Limited Partnership to the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

This Corrective Deed corrects deficiencies and effects the purpose of the Grant Deed and Easement recorded July 15, 1982, and Deed of Correction recorded October 23, 1983 was for the creation or realignment of a public Right-of-Way by the City of Elko. CL

- D. Review, consideration, and possible approval of a Non-Exclusive Franchise Agreement between the City of Elko and CC Communications an Enterprise Fund Operation of Churchill County, NV for Data Communications Over, Under, In, Along and Across Public Roads in the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

The proposed term of the agreement is 10 (ten) years and provides for a 5 (five) year renewal provided the terms and conditions remain the same. The proposed franchise fee is 5 (five) percent of the gross revenues actually collected from customers located within the corporate limits of the City. SAW

- E. Review, consideration, and possible action to initiate amendment to Title 8 Chapter 2, entitled "Conditions of Utility Occupancy of Public Roads and City Street Cuts and Repairs," and matters related thereto. **FOR POSSIBLE ACTION**

The principal objective of the proposed amendment is to identify micro-trenching as an alternative for fiber optic cable installation, to exclude micro-trenching activities from the requirement to install additional micro-duct and/or conduit in the micro-trench and to prohibit nano-trenching as an alternative for fiber optic cable installation in private excavations. Additional revisions are proposed to clarify other provisions of Code. SAW

- F. Review, consideration, and possible action pertaining to a request to purchase or lease approximately 900 sq. ft. of City owned property, identified as APN 001-01R-001, and matters related thereto. **FOR POSSIBLE ACTION**

Staff has received a request from Safelink Internet Services to purchase or lease property. They have stated on the application that they intent to place communication infrastructure on the property. NRS 268.062 allows for the sale or lease 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. SW

- G. Review, consideration and possible approval of a Non-Exclusive Franchise Agreement between the City of Elko and SafeLink Internet LLC for Data Communications Over, Under, In, Along and Across Public Roads in the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

The proposed term of the agreement is 10 (ten) years and provides for a 5 (five) year renewal provided the terms and conditions remain the same. The proposed franchise fee is 5 (five) percent of the gross revenues actually collected from customers located within the corporate limits of the City. SAW

VI. RESOLUTIONS AND ORDINANCES

- A. Review, discussion, and possible adoption of Resolution No. 4-20, a resolution waiving, for a period of five (5) years, the requirement that telecommunications carriers pay compensation to the City of Elko, for the property rights granted under franchise agreements, and matters related thereto. **FOR POSSIBLE ACTION**

On January 14, 2020, Council heard a presentation regarding a request from the Governor's Office of Science, Innovation, and Technology to consider reducing the telecommunication franchise fee's as a method for the City to invest in broadband communication development. Council voted to direct Staff to bring back a resolution that will reduce the franchise fees to 0% for a five-year period, starting July 1, 2020 to go through until June 30, 2025, for the telecommunication franchise fees only. SAW

VII. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Consideration of a dispute of a water bill from Ms. Beverly Vasquez, and matters related thereto. **FOR POSSIBLE ACTION**

A letter from Ms. Beverly Vasquez has been included in the agenda packet for your review. CC

VIII. 5:30 P.M. PUBLIC HEARINGS

- A. Second reading, public hearing, and possible adoption of Ordinance No. 848, an ordinance amending Title 5, Chapter 3, section one (1), and twenty through twenty-two (20-22), adding the option for a Cat Caregiver Person, or organization to engage in a Trap-Neuter-Return (TNR) Program for Feral Cats, and matters related thereto. **FOR POSSIBLE ACTION**

On December 10, 2019, Council heard a presentation by Mark Robison, Senior Consultant with the Humane Network, and Co-Executive Director of Maddie's Pet Project regarding Trap-Neuter-Return (TNR) Programs. Council initiated amendments to Title 5, Chapter 3 of the Elko City Code to allow for TNR within the City of Elko. First reading was conducted on January 28, 2020. CC

IX. REPORTS

- A. Mayor and City Council
- B. City Manager – February 18, 2020 - Special City Council Meeting
- C. Assistant City Manager
- D. Utilities Director
- E. Public Works
- F. Airport Manager
- G. City Attorney
- H. Fire Chief

- I. Police Chief
- J. City Clerk
- K. City Planner
- L. Development Manager
- M. Financial Services Director – Consolidated Sales Tax Update
- N. Parks and Recreation Director – Sno Bowl Update; Swimming Pool Update
- O. Civil Engineer
- P. Building Official

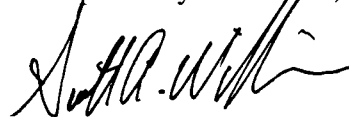
COMMENTS BY THE PUBLIC

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

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

ADJOURNMENT

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Scott Wilkinson", written over a horizontal line.

Scott Wilkinson
Assistant City Manager

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

SS January 28, 2020

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, January 28, 2020.

This meeting was called to order by Mayor Reece Keener.

CALL TO ORDER

ROLL CALL

Mayor Present: Reece Keener

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

City Staff Present: Curtis Calder, City Manager
 Scott Wilkinson, Assistant City Manager
 Dale Johnson, Utilities Director
 Kelly Wooldridge, City Clerk
 Michele Rambo, Development Manager
 Candi Quilici, Accounting Manager
 Jan Baum, Financial Services Director
 Karen Walther, Animal Shelter Manager
 Dennis Strickland, Public Works Director
 Bob Thibault, Civil Engineer
 James Wiley, Parks and Recreation Director
 Clark Phillips, Water/Sewer Superintendent
 Cathy Laughlin, City Planner
 Jim Foster, Airport Manager
 Jeff Ford, Building Official
 Matt Griego, Fire Chief
 Dave Stanton, City Attorney
 Ty Trouten, Police Chief
 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**

Mayor Keener noted that the agenda was light and asked Chief Trouten to give a presentation of the awards ceremony that happened a couple of weeks ago.

Police Chief Trouten spoke about who was honored with awards and why.

APPROVAL OF MINUTES: January 14, 2020 Regular Session

**** A motion was made by Councilman Schmidtlein, seconded by Councilman Stone, to approve the minutes.**

The motion passed unanimously. (5-0)

I. CONSENT AGENDA

- A. Review, consideration, and possible approval of a List of Appraisers, recommended by the City Manager, for purposes of conducting appraisals during the 2020 calendar year, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code Section 8-1-1 requires the City Manager or designee to compile and to submit a List of Appraisers qualified to conduct business in the City of Elko to the City Council on or about January 1st of each year. The Planning Department has developed a list of qualified appraisers interested in conducting business with the City of Elko and the City Manager has approved the list. CL

Councilman Hance asked if we have any appraisers in the City of Elko.

Cathy Laughlin answered we don't have any licensed general appraisers. We just have residential appraisers.

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

The motion passed unanimously. (5-0)

II. PERSONNEL

- A. Employee Introductions:

1.) Clark Phillips, Water/Sewer Superintendent, Utilities Department
Present and introduced.

- B. Fire Department Badge Pinning and Administration of the Fire Officer's Oath, promotion of Firefighter Jeffrey Winrod to Fire Lieutenant.

Jeff Winrod wasn't present and Chief Griego asked this be moved to the next meeting.

III. APPROPRIATIONS

- D. Review, consideration, and possible final acceptance of the Elko Sports Complex Phase 1 Project, and matters related thereto. **FOR POSSIBLE ACTION**

At their April 10, 2018 meeting, Council awarded the Sports Complex Phase 1 Project to Granite Construction in the amount of \$6,781,516.66. There were fourteen monetary Change Orders during construction that resulted in a combined additional cost of \$160,122.40. There were also seventeen changes to quantities of bid items, which resulted in a combined savings of \$43,804.00. The final cost of the project was \$6,897,835.06. This project was substantially completed on October 17, 2019. Final punch list items and final billing have since been completed. BT

Bob Thibault, Civil Engineer, explained the change orders were included in the packet. The project went fairly smoothly and the project is substantially complete. He recommended approval.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, to approve final acceptance of the Elko Sports Complex Phase 1 project, by Granite Construction, in the amount of \$6,897,835.06.**

The motion passed unanimously. (5-0)

Mayor Keener asked Mr. Calder about a ribbon cutting

Curtis Calder, City Manager, answered we don't have a date yet. We are waiting to see when we are going to be connecting the irrigation and getting it seeded. We are thinking May but it is out there a way.

- E. Review, consideration, and possible direction to Staff, to solicit bids for the Water Tank Interior Coating Project-2020, and matters related thereto. **FOR POSSIBLE ACTION**

In September of 2018, ten (10) of the City's Water Storage Tanks were inspected by Blue Locker Diving. Upon review of the videos, many deficiencies were noted on the interior of the Water Storage Tanks. An Engineering firm and Staff has placed the critical tanks on a priority list to be recoated or replaced. Indian View Heights Tank No. 1, and Ruby Vista Tank No. 2, were budgeted for recoating in 2020. DJ

Dale Johnson, Utilities Director, explained they are asking to solicit bids for the recoating of storage tanks No. 1 on Indian View Heights (in the high-pressure zone) and No. 2 on Ruby Vista (part of the low-pressure zone).

Councilman Schmidlein asked how often they have to do the interior.

Mr. Johnson answered it depends. They are required to dive them every 3-5 years. It has been a little longer than that on this go-around. There were some deficiencies noted. The deficiencies are typically in the top part of the water tank where there is air and not water.

Mayor Keener asked if that is like a rubber type product.

Mr. Johnson answered it is typically epoxy paint.

**** A motion was made by Councilman Schmidlein, seconded by Councilman Stone, to direct staff to solicit bids for the Water Tank Interior Coating Project 2020.**

The motion passed unanimously. (5-0)

- F. Consideration and possible authorization for Staff to apply for Federal Aviation Administration Grant # AIP 3-32-0005-051-2020, to acquire Snow Removal Equipment, and matters related thereto. **FOR POSSIBLE ACTION**

The project consists of acquiring new Snow Removal Equipment (SRE), i.e., truck, plow, and sander. The purpose of the project is to replace old equipment that has exceeded its useful life with newer equipment. The project will benefit the Airport, by supporting or improving operational levels and providing SRE that will replace less-reliable and difficult-to-maintain equipment. JF

Jim Foster, Airport Manager, explained the two frontline SRE trucks were purchased in 2002. They have been maintained but the equipment is getting aged. This will be an easy project for staff to do. We don't want to take anything out of service; we want to add to our fleet.

Mayor Keener asked if the new equipment will be faster and more efficient.

Mr. Foster answered we do 40 feet per pass on the current equipment. The new equipment will do 60 feet per pass. This will make it more efficient. A new deicing truck will have newer technology that will allow staff to know they are putting down the correct application rate.

Councilwoman Simons asked if this was the next project on the AIP list. She didn't remember it being up there.

Mr. Foster answered this is on the lower levels but the FAA bumped it up. This moved up due to the last inspection and the age of the equipment. The deicing truck went down last year and it was an approximate \$8,000 repair. He talked about the required deicing procedures.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to authorize staff to apply for FAA AIP 3-32-0005-051-2020.**

The motion passed unanimously. (5-0)

- G. Review, consideration, and possible approval to authorize Staff to solicit bids for the Cedar Street Reconstruction Project Phase 3, and matters related thereto. **FOR POSSIBLE ACTION**

This item has been approved and budgeted for the 2019/20 Fiscal Year Budget, Capital Construction Fund. The City may construct public improvements for the Elko County School District on a reimbursable basis as part of this contract. DS

Dennis Strickland, Public Works Director, explained this will be the third and final phase of the Cedar Street Reconstruction Project. If they receive good bids, they want to squeeze in a section over by Johnny Appleseed Park as an additive alternate. With the School District's addition of some new infrastructure facilities on their campus, it triggered some public improvements on 9th. It would make sense to save money on the mob and de-mob on a separate project to that as part of this project. The School District would reimburse us for their scope of work.

Mayor Johnson asked if there will be any street narrowing.

Mr. Strickland answered it will narrow up a little bit except in front of the school. They expect to be done with all of the work before school starts again.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to authorize staff to solicit bids for the Cedar Street Reconstruction Project Phase 3, to include the construction of public improvements for the Elko County School District on a reimbursable basis.**

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 ONLY-NON ACTION ITEM**

Based upon City Council action on October 22, 2019, Staff is providing a status update with regard to 403 Pine Street. MR

Michele Rambo, Development Manager, explained last Wednesday, she and Jeff did a walkthrough with a structural engineer to evaluate the structure. The recommendation was to tear down the building. They are working with the lawyers on a timeline to remove property and move forward.

Mayor Keener said he heard some discussion of the possibility of the demolition being done in-house by our Public Works Department.

Ms. Rambo answered that is an option. We can also have it go out to bid. By the next meeting, they will have a better idea of the direction they want to go.

Mayor Keener asked if that would tie up the Public Works crew for a long time.

Dennis Strickland, Public Works Director, answered no. It is not a City piece of infrastructure and it may be cleaner to hire a contractor to do the work for us.

Mayor Keener liked having the City staff do it.

Ms. Rambo said the structural engineer was present to answer questions.

Councilman Schmidtlein thought they should condemn it and leave it.

Tom Hawkins, Lostra Engineering, stated they did a full walkthrough. The entire upstairs roof is gone. There is structure that is supporting the second floor that is completely gone. The foundation may be salvageable but that will require a lot of work. It would have to be updated to the new code provisions.

Mayor Keener called for questions without a response. He thanked Mr. Hawkins for rushing the report.

V. NEW BUSINESS

- A. Review, consideration and possible authorization for Staff to work with the Elko County School District to develop an Interlocal Agreement for additional work to be performed for the Elko County School District in conjunction with the Cedar Street Phase 3 Reconstruction Project, and matters related thereto. **FOR POSSIBLE ACTION**

The Elko County School District initiated projects on the Elko High School Campus that triggered the requirement for public improvements to be installed along 9th Street from Cedar Street to College Avenue. In an effort to economize resources, Staff is requesting approval to develop an Interlocal Agreement with the Elko County School District that will include the required public improvements within the scope of work of the City's contract. The Interlocal Agreement would insure that the Elko County School District is contractually bound to reimburse the City for work performed on those public improvements. The Elko County School District's public improvements will directly tie into the City of Elko Cedar Street Phase 3 Project. By including the Elko County School District's public improvements in the City's contract, the Elko County School District will save on such costs as additional bid documents, additional mobilization and demobilization. Staff does not anticipate that this will result in significant additional expense to the City. DS

Dennis Strickland, Public Works Director, explained this ensures that we will be reimbursed for the work. It makes sense to have one contractor doing all the work since it all ties in to our work.

**** A motion was made by Councilman Schmittlein, seconded by Councilwoman Simons, to authorize staff to work with the Elko County School District to develop an Interlocal Agreement for the construction of public improvement for the Elko County School District in conjunction with the Cedar Street Phase 3 Reconstruction Project.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible approval of the revised Humanitarian Campground Rules, and matters related thereto. **FOR POSSIBLE ACTION**

The Humanitarian Campground Rules require revision to reflect the concerns the Fire Department has with an "approval" of wood stoves installed in tents. SAW

Scott Wilkinson, Assistant City Manager, explained they went out to the camp with the Fire Marshal and Fire Chief. The previous stove rules required you had a stove in a tent designed for that purpose, which would be the typical canvas type tent. As they did some inspections, we noticed that even though the tents weren't designed for that purpose, some stoves were installed reasonably, and several others that were not. We don't have a Fire Department approval for a residential installation of a wood stove. It was complicated to say that the Fire Department is going to issue an actual approval for a wood stove in a tent at the camp. It puts the Fire Department in a difficult position to do that when we don't do that in a residential home. We make recommendations when doing an inspection. Right now there is an outright prohibition of wood stoves at the camp today. We thought we could still have the Fire Department look at the stove. They can provide some written recommendations for consideration and leave it at that.

Fire Chief Griego said most of their authority and jurisdiction revolves around commercial structures. We can inspect homes but can only make recommendations. They would be doing the same thing at the camp. They also run into solid fuel fires inside tents and they can run into carbon monoxide issues.

Mayor Keener noted it would be no wood stoves unless it is the proper type of tent and approved by the Fire Department.

Chief Griego said he thought they were relaxing that a bit with this change. The campers are going to do what they need to do to keep warm. They will also preface the safety inspections with an explanation that they are doing this at their own risk. We can't guarantee anything but we can give them advice to make it as safe as possible.

Mr. Wilkinson stated the track-changes document was included in the packet and it shows what is being deleted.

Councilman Stone said the numbers at the camp are down from what he heard.

Mr. Wilkinson said at the peak there were 26 individuals and several of them camp together. Two left Friday for rehab. A couple camps have also been abandoned. He thanked Public Works for cleaning it up. There is a core group still down there.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to approve the revised Humanitarian Campground Rules.**

The motion passed unanimously. (5-0)

VI. RESOLUTIONS AND ORDINANCES

- A. First reading of Ordinance No. 848, an ordinance amending Title 5, Chapter 3, section one (1), and twenty through twenty-two (20-22), adding the option for a Cat Caregiver Person, or organization to engage in a Trap-Neuter-Return (TNR) Program for Feral Cats, and matters related thereto. **FOR POSSIBLE ACTION**

On December 10, 2019, Council heard a presentation by Mark Robison, Senior Consultant with the Humane Network, and Co-Executive Director of Maddie's Pet

Project regarding Trap-Neuter-Return (TNR) Programs. Council initiated amendments to Title 5, Chapter 3 of the Elko City Code to allow for TNR within the City of Elko. KW

Mayor Keener stated there was passionate support for this program the last time we discussed this.

Curtis Calder, City Manager, went over the changes to the ordinance. There are some details to our current policies that we will have to adjust. For instance, what do we do when a citizen brings in a trapped cat to the shelter and the cat has a tipped ear as part of this program? Our policy is to euthanize the cat. Do we release it to their property? Is it part of a colony on their property? What if the owner doesn't want it on their property? These are details we need to work out.

Mark Robison, Maddie's Pet Project, said, regarding someone bringing in a feral cat in a situation like what Mr. Calder was talking about, that is an opportunity to create a dialogue with the citizen about why the City has decided to support a TNR program. If the cat is removed, another cat will just move in. That new cat will not be spayed or neutered. This will be an opportunity to talk about the benefits of the program.

Karen Walther, Animal Shelter Manager, said she supports the program and the changes being made to the ordinance. There is a lot to work out. We have not tried this before but she assured Council that they will go slowly and enlist others to help establish a program.

Mayor Keener said if we implement this but it doesn't work out, we can revisit and make changes to it. The last time we discussed this we heard from supporters of the program. He wondered if there was anyone present with concerns or questions and wanted to speak about it.

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to conduct First Reading of Ordinance No. 848, and set the matter for Public Hearing, Second Reading and Possible Adoption.**

The motion passed unanimously. (5-0)

III. APPROPRIATIONS (Cont.)

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

Councilman Stone asked the Police Department that bought the Polaris and trailer. Was it reimbursed?

Mayor Keener answered it was fully grant funded.

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

The motion passed unanimously. (5-0)

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

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

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

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

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

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

VIII. REPORTS

- A. Mayor and City Council

Mayor Keener reported there is a Medicare Elko Workgroup scheduled for Wednesday, February 19, 2020. He will be unable to attend that night. He asked that someone attend for him at the Elko Senior Center beginning at 6:00 p.m. The Police Awards Ceremony was a great event. There is a lot of interest going on with broadband providers. There were some additional concerns brought to his attention regarding infrastructure being kept confidential since 9-11. We need to look into that further. We also need to look at our Dig Once policy. He thought we might have some new franchise agreements at the next Council meeting.

Scott Wilkinson said there are some providers that are very interested. He wasn't sure how we will be addressing the other issues and will have to consult with legal.

Councilman Hance wants to see what other cities are doing.

Mayor Keener said he is hoping to see the Governor at the Gathering at a Friday night event. He offered to bring items up to him if staff brings it to him. He will also see the key management of NV Energy.

- B. City Manager – FY 2020/2021 Budget Schedule

Curtis Calder said they have established the budget calendar. They would like to schedule the strategic meeting for Tuesday the 18th at 4:00 pm. The first big workshop will be at the regular meeting on March 10th. He wasn't sure if that would be a special meeting or not. We will get our final revenue projects about a week later from the State. We will review the tentative budget on the 24th. The final budget is due June 1st but our public hearing is May 26th. They are planning a LASSO Recognition Dinner for Thursday, March 26th. He hopes to get the invitation out in the next week or two.

- C. Assistant City Manager
D. Utilities Director
E. Public Works

F. Airport Manager

Jim Foster updated Council on the other AIP projects that are still open. The gate issue is fixed and he will be asking for that one to be closed out. The Airport Master Plan (AIP 46) project has some issues and they submitted to the FAA for a modification of standards. He is looking at going to Phoenix in March for Airport meetings and is hoping to have the time in the first part of the month to travel.

G. City Attorney

H. Fire Chief

Chief Griego said there were some additions to the Fire Department over the weekend with the birth of three babies.

I. Police Chief

Chief Trouten thanked those that attended the Awards Ceremony and the swearing in. The next meeting they will have the Annual Report. There was a meeting last week concerning marijuana driving issues. The debate is where to set the levels. There will be another hearing in March for the public.

J. City Clerk

K. City Planner

L. Development Manager

M. Financial Services Director

Jan Baum reported the software update went smooth but there have been some difficulties with the online utility payment program. It is working now but she wanted Council to be aware of that.

Mayor Keener asked about the IT Manager.

Ms. Baum answered they received an email last night and he pulled out. They have gone through two recruitments.

N. Parks and Recreation Director

James Wiley said snow is fading away. The Snobowl was open on Saturday but now we are down to dirt. He is crossing his fingers that we can still run the towrope next weekend. He thought the Snowbowl will be closed after this weekend.

O. Civil Engineer

P. Building Official

VII. 5:30 P.M. PUBLIC HEARINGS

- A. Review, consideration, and possible action to adopt Resolution No. 03-20, a resolution of the Elko City Council, adopting a change in zoning district boundaries from C (General Commercial), PQP (Public-Quasi, Public), and RMH (Mobile Home Park, and Mobile Home Subdivision) to CT (Commercial Transitional), Zoning District approximately 4.008 acres of property, filed by Koinonia Development LP, and processed as Rezone No. 5-19, and matters related thereto.
FOR POSSIBLE ACTION

The Planning Commission considered the Subject Zone Change Request on January 7, 2020, and took action to forward a recommendation to City Council to adopt a resolution, which approves Rezone No. 5-19. CL

Cathy Laughlin, City Planner, explained this includes all four parcels that were recently purchased by Koinonia Development LP. This zone amendment is bringing this property into conformance with the Master Plan. She went over the application. Planning Commission had one condition and recommended conditional approval.

Councilman Schmidlein asked on the east end, is that a half road improvement on the drawing.

Ms. Laughlin answered it is and they will be adding in the other half for ingress into the townhome development.

Mayor Keener called for public comments without a response.

**** A motion was made by Councilman Hance, seconded by Councilman Schmidlein, to adopt Resolution No. 03-20.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible action to conditionally approve Tentative Map No. 13-19, filed by Kelly Builders LLC, for the development of a subdivision entitled Townhomes at Ruby View, involving the proposed division of approximately 1.297 acres of property into 10 lots for residential development, and 1 common lot within the R (Single-Family and Multiple-Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

The subject property is located on the south side of Indian View Heights Drive near the intersection of Griswold Drive (APN 001-530-026). The Planning Commission considered this item on January 7, 2020, and took action to forward a recommendation to conditionally approve Tentative Map 13-19. MR

Michele Rambo, Development Manager, explained this is a tentative map for a 10-lot subdivision with the intent of building townhouses. The rest is a common lot to be maintained by an HOA. There was a comment about traffic during Planning Commission, in terms of the interface with Griswold Drive, but the development meets the requirements. She went over the analysis of the project. There were a number of findings and conditions as recommended by the Planning Commission.

Mayor Keener called for public comments without a response.

**** A motion was made by Councilman Schmidlein, seconded by Councilman Stone, to conditionally approve Tentative Map No. 13-19 for the Townhomes at Ruby View subdivision, subject to the findings and conditions as recommended by the Planning Commission. The City Council determines that the property can be divided based on the findings required in Section 3-3-5-E2 of the municipal code.**

The motion passed unanimously. (5-0)

COMMENTS BY THE GENERAL PUBLIC

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

There were no public comments.

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

Mayor Reece Keener

Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of an Agreement between the City of Elko, and the Elko Police Officers Protective Nevada Association of Public Safety Officer Communications Workers of America AFL/CIO Local 9110, July 1, 2019 – June 30, 2022, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 11, 2020**
3. Agenda Category: **PERSONNEL**
4. Time Required: **10 Minutes**
5. Background Information: **The City of Elko has concluded negotiations for FY 2019/2020, FY 2020/2021 and FY 2021/2022. A redlined copy of the proposed Collective Bargaining Agreement has been included in the agenda packet for review. SS**
Note: This portion of the meeting may be closed pursuant to NRS 288; therefore the Council may move to adjourn the meeting prior to consideration of this item.
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: **Draft Collective Bargaining Agreement (Redline); Fiscal Impact Disclosure (NRS 288.153)**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Susie Shurtz, Human Resources Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Status update on the Public Nuisance complaint regarding 403 Pine Street, and matters related thereto. INFORMATION ONLY-NON ACTION ITEM**
2. Meeting Date: **February 11, 2020**
3. Agenda Category: **UNFINISHED BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **Based upon City Council action on October 22, 2019, Staff is providing a status update with regard to 403 Pine Street. MR**
6. Budget Information:

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

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to accept the 2019 Annual Report of Planning Commission Activities, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 11, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Pursuant to City Code Section 3-4-23, the Planning Commission is required to prepare and present an Annual Report of its activities to Council. On February 4, 2020, the Planning Commission took action to approve the 2019 Annual Report of Planning Commission Activities, and forward it to the Council. 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: **2019 Annual Report of Planning Commission Activities**
9. Recommended Motion: **Accept the 2019 Annual Report of Planning Commission Activities**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission**
12. Council Action:
13. Agenda Distribution:

City of Elko Planning Commission 2019 Annual Report

Chairman Jeff Dalling

Vice-Chairman Evi Buell

Secretary Tera Hooiman

Commissioner John Anderson

Commissioner Gratton Miller

Commissioner Stefan Beck

Commissioner Ian Montgomery

APPLICATIONS PROCESSED

A summary of the tasks and accomplishments of the City of Elko Planning Commission for the 2019 calendar year:

<u>Application</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Annexations	1*	1	3
Boundary Line Adjustments (admin.)	6	0	1
Conditional Use Permits	13*	7*	6
Appeals (City Council)	1	0	1
Curb, Gutter, Sidewalk Waivers	2 (C.C.)	2 (C.C.)	1* (C.C)
Detachments	1*	0	0
Home Occupation Permits (admin.)	42	53*	37*
Land Sales/Leases/Acquisitions (C.C.)	1	0	2
Parcel Maps (mostly administrative)	9	10	8*
Parking Waivers	0	2	0
Reversions to Acreage (City Council)	0	1	2
Revocable Permits (mostly City Council)	1	5	4
Rezones	5	8	12
Site Plan Reviews	0	2	0
Subdivisions			
Pre-Applications, Stage 1	7	4	0
Tentative Maps	5	3	2
Final Maps	4	7	2
Temporary Sign Clearances (admin.)	4	2	4
Temporary Use Permits	1	2*	4
Vacations	12*	4	1
Variances	4	13*	5
Appeals (City Council)	0	1	0
* see next page			
TOTAL	119	127	95

APPLICATIONS PROCESSED Cont.

Application

Annexations

1 – 2019 Annexation application
withdrawn by applicant

Conditional Use Permits

1 – 2018 Conditional Use Permit Transfer
from 2003

1 – 2018 Conditional Use Permit Transfer
from 1986

1 – 2019 Conditional Use Permit Transfer
from 1995

Curb, Gutter, & Sidewalk Waivers

2 – 2016 applications on hold

1 – 2017 application on hold

Detachments

1 – 2019 Detachment application
withdrawn by applicant

Home Occupation Permits (admin.)

1 – 2018 application withdrawn

1 – 2017 application paid but never
finished

1 – 2017 application withdrawn

2 – 2016 applications paid but never
finished

Parcel Maps

3 – 2017 applications refunded

Temporary Use Permits

1 – 2018 application withdrawn

Vacations

8 – 2019 applications for the City of Elko
NO CHARGE

Variances

1 – 2018 application refunded

***INTERACTION WITH and SUPPORT OF
the
REDEVELOPMENT AGENCY
and the
REDEVELOPMENT ADVISORY COUNCIL***

- **Analyzed applications within the Redevelopment Area for general conformance with the Redevelopment Plan.**
- **Commissioner Dalling is a member of the Redevelopment Advisory Council and therefore keeps the Planning Commission informed of redevelopment happenings.**

***CITY OF ELKO
MASTER PLAN and other
PROJECT PLANS***

- **Zoning revisions or clarification on properties throughout the City of Elko. (Ongoing)**
- **Review zoning for the RMH districts, revise map. (In progress)**
- **Updated the Transportation Component and Transportation Atlas #12 with El Armuth Connection.**

***CITY OF ELKO
ZONING and SUBDIVISION
ORDINANCE and CITY CODE
AMENDMENTS***

- **Revisions to the Section 3-9 Sign Ordinance. (In progress)**
- **Revisions to the Planning Department applications. (In Progress)**
- **Amendment to 3-2-3 to account for changes in Curb, Gutter, and Sidewalk requirements.**
- **Amendment to 3-4-1 Planning Commission to update with NRS.**

PLANNING DEPARTMENT FILING FEES COLLECTED

	<u>2019</u>	<u>2018</u>
Annexations	\$ 0	\$ 1,000
Boundary Line Adjustments	\$ 1,200	\$ 0
Conditional Use Permits	\$ 9,375	\$ 3,750
Curb, Gutter and Sidewalk Waivers	\$ 500	\$ 500
Home Occupation Permits	\$ 2,100	\$ 2,575
Parking Waivers	\$ 0	\$ 100
Parcel Maps	\$ 2,225	\$ 2,325
Reversions to Acreage	\$ 0	\$ 300
Revocable Permits	\$ 400	\$ 2,000
Rezones	\$ 2,500	\$ 3,300
Subdivisions	\$ 13,200	\$ 16,100
Temporary Use Permits	\$ 300	\$ 300
Vacations	\$ 2,400	\$ 2,400
Variances	\$ 1,750	\$ 4,350

TOTAL FEES COLLECTED FOR 2019
\$35,950

2018 - \$39,000 (difference of -\$3,050)

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible acceptance of a Corrective Deed from T.G. Sheppard 1995 Family Limited Partnership to the City of Elko for a permanent non-exclusive Right of Way, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 11, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **This Corrective Deed corrects deficiencies and effects the purpose of the Grant Deed and Easement that was recorded September 27, 1982 conveying the property to the City of Elko. 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: **Corrective Deed of Dedication, Exhibit A & B**
9. Recommended Motion: **Move to accept Corrective Deed for Public Right-of-way**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **David Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution: **Mike Sheppard**
mike@michaelclay.com

APN: 011-710-011 (portion)

When Recorded, Mail To:
City of Elko
1751 College Avenue
Elko, Nevada 89801

CORRECTIVE DEED FOR PUBLIC RIGHT-OF-WAY

THIS INDENTURE, made and entered into between **T.G. SHEPPARD 1995 FAMILY LIMITED PARTNERSHIP**, a Nevada partnership dated December 4, 1995, Grantor, and the **CITY OF ELKO**, a municipal corporation, organized and existing in the County of Elko, State of Nevada under and by virtue of its Charter and the Special Act of the Legislature of the State of Nevada, Grantee.

W I T N E S S E T H:

WHEREAS, on May 28, 1982, T.G. Sheppard and Doris R. Sheppard and the City of Elko entered into an Agreement to Install Improvements, which provided that T.G. Sheppard and Doris R. Sheppard would convey to the City of Elko certain property for the creation of rights-of-way in relation to the Front Street extension and Bullion Road expansion;

WHEREAS, in furtherance of the Agreement to Install Improvements, on September 27, 1982, T.G. Sheppard and Doris R. Sheppard recorded a Grant Deed and Easement, Book 404, Pages 175-176 of the records of the Elko County Recorder, conveying property to the City of Elko, Nevada described on Exhibit A and delineated and shown on Map at Exhibit, attached hereto;

WHEREAS, Grantor is the successor to T.G. Sheppard and Doris R. Sheppard;

WHEREAS, the September 27, 1982 Grant Deed and Easement did not specify the purpose of the conveyance;

WHEREAS, the Grantor and Grantee seek to clarify that the purpose of the September 27, 1982 Grant Deed and Easement was for the creation or realignment of a public right-of-way by the City of Elko, which is a public agency.

NOW, THEREFORE, Grantor, for valuable consideration, the receipt of which is hereby acknowledged, does by these presents hereby grant, bargain and sell to Grantee all

of its right, title and interest in and to the real property situate within the City of Elko, County of Elko, State of Nevada, for public right-of-way use, more particularly described on **Exhibit A** attached hereto, and delineated and shown on the map at **Exhibit B**, entitled "Map of Parcel Deeded to the City of Elko for the Creation of a Street Right of Way," attached hereto.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

TO HAVE AND TO HOLD the property with the appurtenances to the Grantee, and to the successors and assigns of the Grantee, forever.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be executed this ____ day of _____, 2020.

GRANTOR:

**T.G. SHEPPARD 1995 FAMILY LIMITED
PARTNERSHIP**

By: _____

Its: _____

STATE OF NEVADA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2020, personally appeared before me, a Notary Public, _____, who acknowledged that he executed the above instrument.

NOTARY PUBLIC

Mail tax statement to:

City of Elko
1751 College Avenue
Elko, Nevada 89801

EXHIBIT A
T.G. SHEPPARD 1995 FAMILY LIMITED PARTNERSHIP
TO THE CITY OF ELKO FOR STREET RIGHT OF WAY
January 2, 2020

A parcel of land located in Section 22, T.34 N., R.55 E., M.D.B. & M., City of Elko, Nevada, more particularly described as follows:

Commencing at the monument at the centerline intersection of Front Street and South First Street, thence S 41° 49' 00" W, 650.00 feet along the centerline of said Front Street to Corner No. 1, the True Point of Beginning, a point being on the Northeasterly Line of a parcel of land, conveyed to T. G. Sheppard 1995 Family Limited Partnership, by deed recorded in the Office of the Elko County Recorder, Elko, Nevada, in Book 1060 at Page 760 of Elko County Official Records;

Thence S 48° 11' 00" E, 30.00 feet along the said Northeasterly Line of T. G. Sheppard Parcel, to Corner No. 2;

Thence S 41° 49' 00" W, 400.52 feet to Corner No. 3, a point being on the Southwesterly Line of said T. G. Sheppard Parcel;

Thence N 34° 04' 00" W, 61.87 feet along the said Southwesterly Line of T. G. Sheppard Parcel to Corner No. 4;

Thence N 41° 49' 00" E, 385.44 feet to Corner No. 5, a point being on the said Northeasterly Line of T. G. Sheppard Parcel;

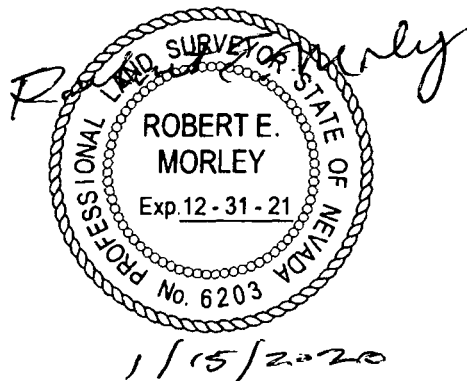
Thence S 48° 11' 00" E, 30.00 feet along the said Northeasterly Line of T. G. Sheppard Parcel to Corner No. 1, the point of beginning, containing 0.541 acres, more or less.

Continued on Page 2

T.G. Sheppard 1995 Family Limited Partnership
To the City of Elko for a Street Right of Way
Continued from Page 1

Reference is hereby made to Exhibit B, Map of Parcel Deeded to the City of Elko for the creation of a Street Right of Way, attached hereto and made a part hereof.

The Basis of Bearing for the above described parcel is the Parcel Map for West, Inc., on file in the Office of the Elko County Recorder, Elko, Nevada, as File No. 158200.



T.G. SHEPPARD 1995 FAMILY LIMITED PARTNERSHIP
BK 1060, PG 760 RECORDED 08/27/1998

FOUND MONUMENT
INTERSECTION OF
FRONT STREET &
SOUTH FIRST STREET

N 41°49'00" E 385.44'

FRONT STREET

0.541 ACRES

S 48°11'00" E
30.00'

S 41°49'00" W
650.00'

S 48°11'00" E
30.00'

S 41°49'00" W 400.52'

SOUTH A STREET

T.G. SHEPPARD 1995 FAMILY LIMITED PARTNERSHIP
BK 1060, PG 760 RECORDED 08/27/1998

EXHIBIT B
MAP OF PARCEL
DEEDED TO THE CITY OF ELKO
FOR THE CREATION OF A
STREET RIGHT OF WAY



SCALE: 1"=60'

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible acceptance of a Corrective Deed for Public Street/Right-of-way and Grant of Easement for Roadway and Utility Purposes from Franzioia Anacabe Family Limited Partnership to the City of Elko, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 11, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **This Corrective Deed corrects deficiencies and effects the purpose of the Grant Deed and Easement recorded July 15, 1982 and Deed of Correction recorded October 23, 1983 was for the creation or realignment of a public right-of-way by the City of Elko.**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available:
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Corrective Deed**
9. Recommended Motion: **Move to accept Corrective Deed for Public Street/Right-of-way and Grant of Easements for Roadway and Utility Purposes**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **David Stanton**
12. Council Action:
13. Council Agenda Distribution: **Mike Franzioia**

mfranzioia@frontiernet.net
elkoanacabe@frontiernet.net

APN: 001-710-010 (portion)

When Recorded, Mail To:
City of Elko
1751 College Avenue
Elko, Nevada 89801

CORRECTIVE DEED FOR PUBLIC STREET/RIGHT-OF-WAY
AND
GRANT OF EASEMENTS FOR ROADWAY AND UTILITY PURPOSES

THIS INDENTURE, made and entered into between the **FRANZOIA ANACABE FAMILY LIMITED PARTNERSHIP**, a Nevada limited partnership, Grantor, and the **CITY OF ELKO**, a municipal corporation, organized and existing in the County of Elko, State of Nevada under and by virtue of its Charter and the Special Act of the Legislature of the State of Nevada, Grantee.

W I T N E S S E T H:

WHEREAS, on July 1, 1982, Anita Anacabe and the City of Elko entered into an Agreement to Install Improvements, which provided that Anita Anacabe would convey to the City of Elko certain property and an easement for the creation of public rights-of-way in relation to the Front Street extension and Bullion Road expansion;

WHEREAS, on July 15, 1982, Anita Anacabe executed and recorded a Grant Deed and Easement to the City of Elko for property identified as Parcels I, II, A and B, Book 396, Pages 364-367 of the records of the Elko County Recorder;

WHEREAS, on July 23, 1982, Anita Anacabe recorded an easement to the City of Elko for the Front Street extension and a strip extending to Bullion Road (Elko County Recorder, Document No. 165054);

WHEREAS, on October 23, 1983, Anita Franzoia (formerly Anita Anacabe) signed and recorded a Deed of Correction to the City of Elko for Parcels I, II, A and B, Book 438, Pages 238-241 of the Records of the Elko County Recorder, for the purpose of correcting an error in the description of the Grant Deed and Easement dated July 15, 1982;

WHEREAS, Grantor is the successor to Anita Franzoia (formerly Anita Anacabe);

WHEREAS, neither the July 15, 1982 nor the October 23, 1983 deeds specified the purpose of the conveyance;

WHEREAS, the Grantor and Grantee seek to clarify that the purpose of the July 15, 1982 Grant Deed and Easement and the October 23, 1983 Deed of Correction was for the creation or realignment of a public right-of-way by the City of Elko, which is a public agency;

WHEREAS, Grantor desires to grant, bargain and sell to Grantee the property identified as "Parcel One" on **Exhibits A and B** for use as a public street/right-of-way;

WHEREAS, Grantor further desires to grant easements to Grantee for roadway and utility purposes, together with associated drainage rights, at the locations identified as "Parcel A" and "Parcel B" on **Exhibits A and B**.

NOW THEREFORE, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, does here by agree as follows:

GRANT OF RIGHT-OF-WAY

Grantor hereby grants, bargains and sells to Grantee all of its right, title and interest in and to the real property situate within the City of Elko, County of Elko, State of Nevada, for public street and right-of-way use, more particularly described as "Parcel One" on **Exhibit A** attached hereto, and delineated and shown as "Parcel One" on the map at **Exhibit B**, entitled "Map of Parcel Deeded to the City of Elko for the Creation of a Street Right of Way," attached hereto.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

GRANT OF EASEMENTS

1. Grant of Roadway and Utility Easements. Grantor hereby grants to Grantee and its successors, assigns, licensees, contractors, invitees and agents, permanent exclusive easements and rights-of-way over, across, upon, under and through those two (2) parcels of property delineated and shown as Parcel A and Parcel B, respectively, on the descriptions attached hereto at **Exhibit A** and depicted on the map attached hereto at **Exhibit B** and made a part hereof, for ingress and egress for the purpose of installation, construction, grading, excavation, operation, repair and maintenance of roadways and public utilities.

2. **Grant of Drainage Easements.** Grantor hereby grants to Grantee and its successors, assigns, licensees, contractors, invitees and agents, permanent non-exclusive easements over, across, upon, under and through those two (2) parcels of property delineated and shown as Parcel A and Parcel B, respectively, delineated on the descriptions attached hereto at **Exhibit A** and depicted on the map attached hereto at **Exhibit B** and made a part hereof, for the purpose of providing drainage of surface water, and for ingress and egress for the purpose of installation, construction, grading, excavation, operation, repair and maintenance of drainage facilities.

3. **Access; Use.** Except as provided in Sections 1 and 2, above, Grantee shall not traverse, trespass on or disturb other portions of the Grantor's Property or other real property owned by Grantor without the prior written consent of Grantor.

THE FOREGOING GRANTS OF EASEMENTS and the terms contained herein shall run with the land and become and be a burden on the Grantor's Property and shall be binding upon and shall inure to the benefit of Grantor and Grantee, and the successors, agents and assigns of Grantor and Grantee, and all the rights herein granted may be assigned.

TO HAVE AND TO HOLD the property and interests granted herein with the appurtenances to the Grantee, and to the successors and assigns of the Grantee, forever.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be executed this _____ day of _____, 2020.

GRANTOR:

**FRANZOIA ANACABE FAMILY
LIMITED PARTNERSHIP**

By: _____

Its: _____

[illegible]

On this ____ day of _____, 2020, personally appeared before me,
a Notary Public, _____, who acknowledged that
he executed the above instrument.

NOTARY PUBLIC

Mail tax statement to:

City of Elko
1751 College Avenue
Elko, Nevada 89801

EXHIBIT A
FRANZOIA ANACABE FAMILY LIMITED PARTNERSHIP
TO THE CITY OF ELKO FOR STREET RIGHT OF WAY
AND EASEMENTS FOR ROADWAY AND UTILITY PURPOSES

January 16, 2020

A parcel of land located in Section 22, T.34 N., R.55 E., M.D.B. & M., City of Elko, Nevada, more particularly described as follows:

PARCEL 1 – STREET RIGHT OF WAY

Commencing at the monument at the centerline intersection of Front Street and South First Street, thence S 41° 49' 00" W, 1042.98 feet along the centerline of said Front Street and Front Street extended to Corner No. 1, the True Point of Beginning, a point being on the Northeasterly Line of Parcel 1, conveyed to Franzoia Anacabe Family Limited Partnership, by deed recorded in the Office of the Elko County Recorder, Elko, Nevada, in Book 1038 at Page 854 of Elko County Official Records;

Thence S 34° 04' 00" E, 30.93 feet along the said Northeasterly Line of Franzoia Anacabe Family Limited Partnership Parcel 1, to Corner No. 2;

Thence S 41° 49' 00" W, 219.78 feet to Corner No. 3;

Thence from a tangent bearing S 41° 49' 00" W, on a curve to the right with a radius of 1034.67 feet, through a central angle of 06° 55' 43", for an arc length of 125.12 feet to Corner No. 4;

Thence from a tangent bearing S 48° 44' 43" W, on a curve to the left with a radius of 15.00 feet, through a central angle of 69° 50' 23", for an arc length of 18.28 feet to Corner No. 5;

Thence S 21° 05' 40" E, 254.87 feet to Corner No. 6;

Thence from a tangent bearing S 21° 05' 40" E, on a curve to the left with a radius of 15.00 feet, through a central angle of 90° 00' 00", for an arc length of 23.56 feet to Corner No. 7;

Continued on Page 2

Franzoia Anacabe Family Limited Partnership
To the City of Elko for Street Right of Way
And Easements for Roadway and Utility purposes
Continued from Page 1

Thence S 21° 05' 40" E, 5.00 feet to Corner No. 8, a point being on the
Northwesterly Right of Way of Bullion Road;

Thence S 68° 54' 20" W, 90.00 feet along the said Northwesterly Right of Way of
Bullion Road to Corner No. 9;

Thence N 21° 05' 40" W, 5.00 feet to Corner No. 10;

Thence from a tangent bearing N 68° 54' 20" E, on a curve to the left with a radius
of 15.00 feet, through a central angle of 90° 00' 00", for an arc length of 23.56 feet to
Corner No. 11;

Thence N 21° 05' 40" W, 226.35 feet to Corner No. 12;

Thence from a tangent bearing N 21° 05' 40" W, on a curve to the left with a radius
of 15.00 feet, through a central angle of 105° 00' 19", for an arc length of 27.49 feet to
Corner No. 13;

Thence from a tangent bearing S 53° 54' 01" W, on a curve to the right with a radius
of 1034.67 feet, through a central angle of 15° 00' 19", for an arc length of 270.97 feet to
Corner No. 14;

Thence S 68° 54' 20" W, 117.31 feet to Corner No. 15, a point being the most
Westerly Corner of said Franzoia Anacabe Family Limited Partnership Parcel 1 and also
being the most Easterly Corner on the Southerly Right of Way of Front Street as dedicated
on the Parcel Map for the City of Elko, on file in the Office of the Elko County Recorder,
Elko, Nevada, at File No. 408236;

Thence N 41° 49' 00" E, 131.76 feet along the Northwesterly Line of said Franzoia
Anacabe Family Limited Partnership Parcel 1, to Corner No. 16;

Continued on Page 3

Franzoia Anacabe Family Limited Partnership
To the City of Elko for Street Right of Way
And Easements for Roadway and Utility purposes
Continued from Page 2

Thence from a tangent bearing N 68° 54' 20" E, on a curve to the left with a radius of 974.67 feet, through a central angle of 27° 05' 20", for an arc length of 460.81 feet to Corner No. 17;

Thence N 41° 49' 00" E, 234.87 feet to Corner No. 18, a point being on the said Northeasterly Line of Franzoia Anacabe Family Limited Partnership Parcel 1;

Thence S 34° 04' 00" E, 30.93 feet along the said Northeasterly Line of Franzoia Anacabe Family Limited Partnership Parcel 1 to Corner No. 1, the point of beginning, containing 1.436 acres, more or less.

PARCEL A – EASEMENT

Beginning at Corner No. 7 of the above described Parcel 1 - Street Right of Way, being Corner No. 1, the True Point of Beginning;

Thence N 68° 54' 20" E, 60.00 feet to Corner No. 2, a point being on the Boundary Line of said Parcel 1 conveyed to Franzoia Anacabe Family Limited Partnership, by deed recorded in the Office of the Elko County Recorder, Elko, Nevada, in Book 1038 at Page 854 of Elko County Official Records;

Thence S 21° 05' 40" E, 5.00 feet along the said Boundary Line of Franzoia Anacabe Family Limited Partnership Parcel 1 to Corner No. 3, a point being on the Northwestern Right of Way of Bullion Road;

Thence S 68° 54' 20" W, 60.00 feet along the said Northeasterly Right of Way of Bullion Road to Corner No. 4, a point being the same as Corner No. 8 of the above described Parcel 1 - Street Right of Way;

Continued on Page 4

Franzoia Anacabe Family Limited Partnership
To the City of Elko for Street Right of Way
And Easements for Roadway and Utility purposes
Continued from Page 3

Thence N 21° 05' 40" W, 5.00 feet to Corner No. 1, the point of beginning,
containing 0.007 acres, more or less.

PARCEL B – EASEMENT

Beginning at Corner No. 9 of the above described Parcel 1 - Street Right of Way,
being Corner No. 1, the True Point of Beginning, a point being on the Northwesterly Right
of Way of Bullion Road;

Thence S 68° 54' 20" W, 319.98 feet along the said Northwesterly Right of Way of
Bullion Road to Corner No. 2, a point being on the Boundary Line of Parcel 1 conveyed to
Franzoia Anacabe Family Limited Partnership, by deed recorded in the Office of the Elko
County Recorder, Elko, Nevada, in Book 1038 at Page 854 of Elko County Official
Records;

Thence N 21° 05' 40" W, 5.00 feet along the said Boundary Line of Franzoia
Anacabe Family Limited Partnership Parcel 1 to Corner No. 3;

Thence S 68° 54' 20" E, 319.98 feet to Corner No. 4; a point being the same as
Corner No. 10 of the above described Parcel 1 - Street Right of Way;

Thence S 21° 05' 40" E, 5.00 feet to Corner No. 1, the point of beginning, containing
0.037 acres, more or less.

Continued on Page 5

Franzoia Anacabe Family Limited Partnership
To the City of Elko for Street Right of Way
And Easements for Roadway and Utility purposes
Continued from Page 4

Reference is hereby made to Exhibit B, Map of Parcel 1 deeded to the City of Elko for the creation of a Street Right of Way and Map of Parcels A & B for the creation of Easements for Roadway and Utility Purposes, attached hereto and made a part hereof.

The Basis of Bearing for the above described parcels is the Parcel Map for West, Inc., on file in the Office of the Elko County Recorder, Elko, Nevada, as File No. 158200.

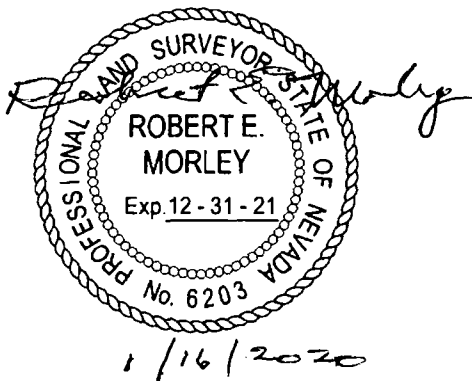
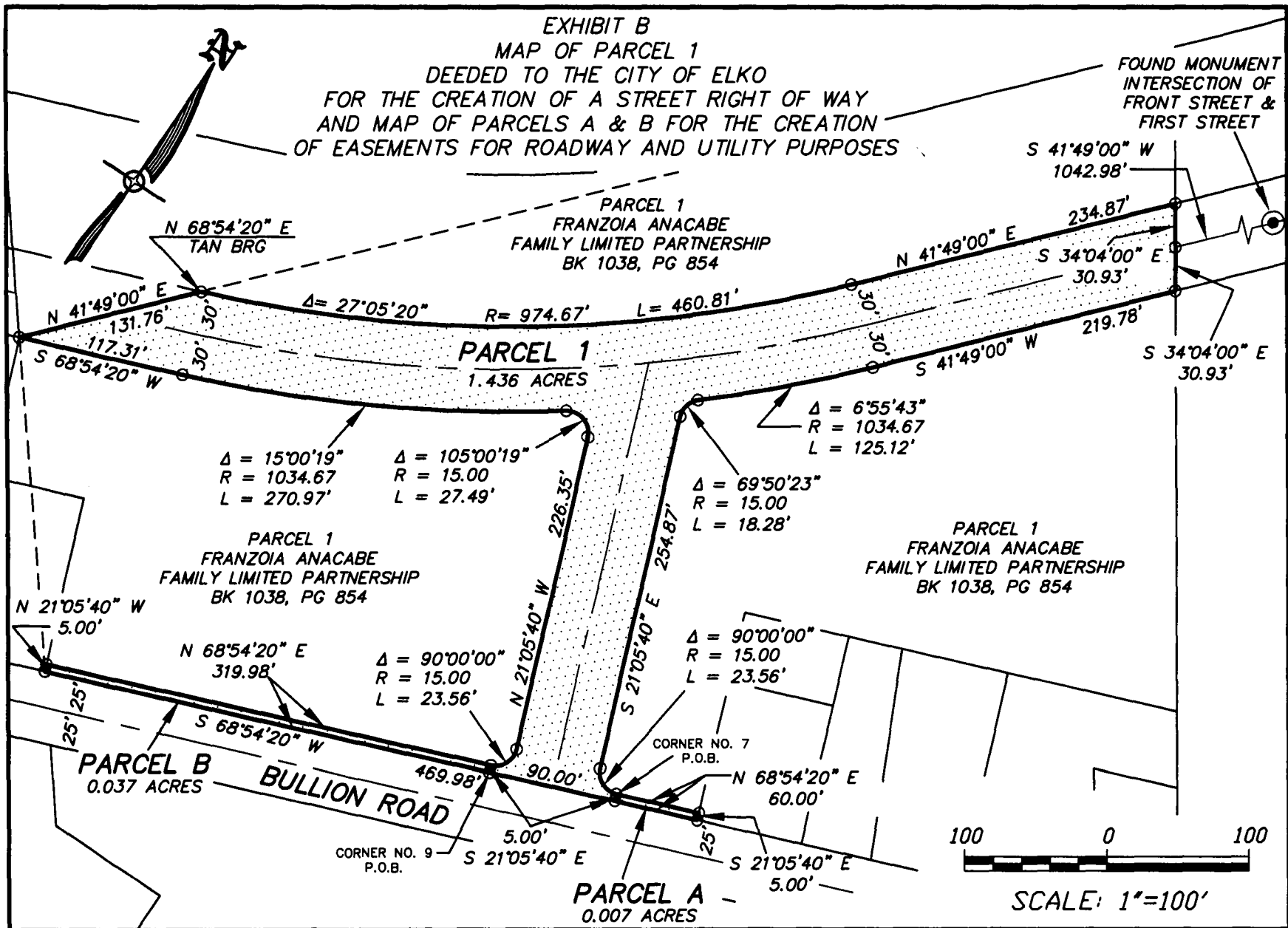


EXHIBIT B
MAP OF PARCEL 1
DEEDED TO THE CITY OF ELKO
FOR THE CREATION OF A STREET RIGHT OF WAY
AND MAP OF PARCELS A & B FOR THE CREATION
OF EASEMENTS FOR ROADWAY AND UTILITY PURPOSES



**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration and possible approval of a Non-Exclusive Franchise Agreement between the City of Elko and CC Communications an Enterprise Fund Operation of Churchill County, NV for Data Communications Over, Under, In, Along and Across Public Roads in the City of Elko, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 11, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: 15 Minutes
5. Background Information: **The proposed term of the agreement is 10 (ten) years and provides for a 5 (five) year renewal provided the terms and conditions remain the same. The proposed franchise fee is 5 (five) percent of the gross revenues actually collected from customers located within the corporate limits of the City. SAW**
6. Budget Information:

Appropriation Required: NA
Budget amount available: NA
Fund name: NA
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Proposed Non-Exclusive Franchise Agreement between the City of Elko and CC Communications an Enterprise Fund Operation of Churchill County, NV**
9. Recommended Motion: **Move to approve a Non-Exclusive Franchise Agreement between the City of Elko and CC Communications an Enterprise Fund Operation of Churchill County, NV for Data Communications Over, Under, In, Along and Across Public Roads in the City of Elko**
10. Prepared By: **Scott A. Wilkinson, Assistant City Manager**
11. Committee/Other Agency Review: **Legal**
12. Council Action:
13. Agenda Distribution: **Mark Feest**
mark.feest@cccomm.com

**NONEXCLUSIVE FRANCHISE AGREEMENT
FOR PURPOSE OF CONVEYING DATA COMMUNICATIONS OVER, UNDER, IN,
ALONG AND ACROSS PUBLIC ROADS OF THE CITY**

Between

THE CITY OF ELKO, NEVADA

and

**CC COMMUNICTAIONS
an Enterprise Fund Operation of Churchill County, NV**

_____, 20____

**FRANCHISE AGREEMENT BETWEEN THE CITY OF ELKO AND CC
Communications("GRANTEE"), An Enterprise Fund Operation of Churchill County, NV**

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into as of the _____ day of _____, 20____ (hereinafter the "Effective Date"), by and between the City of Elko, Nevada, a municipal corporation and political subdivision of the State of Nevada (hereinafter the "City"), and CC Communications, 50 W. Williams Ave. PO Box 1390 Fallon, NV 89407-1390(hereinafter the "Grantee").

WITNESSETH:

WHEREAS, the Grantee desires to provide telecommunication services ("Telecommunication Services") within the City and in connection therewith to establish a telecommunication services network in, under, along, over, and across present and future rights-of-way and other property of the City, consisting of telecommunication services lines, conduit, fiber, cables, manholes, handholes, and all other necessary appurtenances ("System" or "Telecommunication Services Network");

WHEREAS, the City, in the exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide the Grantee a nonexclusive franchise to install, operate, repair, remove, replace, and maintain a Telecommunication Services Network in the City;

WHEREAS, the City and Grantee have negotiated an arrangement whereby the Grantee may provide its Telecommunication Services within the City pursuant to the terms and conditions outlined in this Agreement, in accordance with NRS 268.088, which provides that the City shall not impose any terms or conditions on a franchise for the provision of telecommunication service or interactive computer service other than terms or conditions concerning the placement and location of the telephone or telegraph lines and fees imposed for a business license or the franchise, right or privilege to construct, install or operate such lines; and

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the City and the Grantee agree as follows:

**ARTICLE 1
FRANCHISE**

1.1 Franchise. Upon approval by the City Council and execution by the parties, this Agreement shall be deemed to constitute a contract by and between the City and the Grantee pursuant to which the Grantee is authorized and granted a special privilege to utilize public property in the manner and subject to the terms and conditions described herein.

1.2 Grant of Franchise and License. The Telecommunication Services Franchise ("Franchise") granted hereunder shall, subject to the terms and conditions of this Agreement, confer upon the Grantee the nonexclusive authorization and special privilege to install, operate, repair, maintain, remove, upgrade, and replace its Telecommunication Services Network on, over,

and under the present and future City-owned utility easements, streets, roads and public right-of-way within the political boundaries of the City (hereinafter collectively referred to as the "City's Rights-of-Way") in order to provide Telecommunication Services. As part of the foregoing franchise, the Grantee is hereby given a revocable license to pull fiber optic cable in underground conduit owned by the City within City rights-of-way, so long as the City determines, in its sole discretion, that (i) the conduit is not occupied by City-owned fiber and (ii) the conduit is no less than one and one half (1 ½) inches in diameter; provided, the foregoing license shall only be given if, in the sole discretion of the City, the conduit has sufficient capacity; further provided, the foregoing license is revocable by the City for any reason upon ninety (90) days' prior written notice to the Grantee. Notwithstanding any other provision contained herein, the revocable permit given hereby shall be automatically revoked if the Grantee fails to provide telecommunications services to at least one person or area in the City within ninety (90) days of installation of the fiber in the City-owned conduit.

1.3 Encroachment. Grantee shall only encroach in and on the City's Rights-of-Way and other City-owned property in accordance with this Agreement and shall independently obtain all permissions necessary to encroach on other property, to include privately-owned property within the City.

ARTICLE 2 CONSIDERATION

2.1 Franchise Fee. For and in consideration of the Franchise granted hereunder, the Grantee agrees to pay to the City 5% of Grantee's gross revenues actually collected from customers located within the corporate limits of the City (the "Franchise Fee"). Such gross revenues shall exclude: (1) long distance access charges; (2) emergency 911 fees and surcharges; (3) equipment and other non-tariffed items which may be provided to the customers; and (4) any other franchise fees, permit fees, business fees, or taxes payable by the Grantee by reason of its engaging in the business of furnishing Telecommunication Services in the City. Such payments shall be made quarterly, within sixty (60) days after the expiration of each calendar quarter or portion thereof, during which the Franchise granted hereunder is in effect. The Franchise Fee shall be calculated based on revenues, as detailed above, generated by Grantee during the applicable quarter of the calendar year. The Grantee shall not be required to provide a performance bond, deposit, or other financial security in return for the Franchise granted herein.

Nothing in this Agreement shall relieve the Grantee of the obligation to obtain such City business and other licenses and permits as are then required for the furnishing, sale or distribution of fiber optic services or otherwise conducting activities within the City; provided, however, the amount of annual gross receipts or revenues used to calculate any Franchise Fee established by resolution of the City Council shall be reduced by the amount of the annual business license or permit fee paid by the Grantee to the City for engaging in the business of the furnishing, sale or distribution of fiber optic services to the inhabitants of the City and if in any year the business license or permit fee shall exceed the said business license or permit fee, the Franchise Fee shall not be payable to the City for that year. This paragraph shall not be interpreted as a waiver of Grantee's right to challenge a City licensing or permitting requirement through the appropriate

legal process.

Notwithstanding any other provision contained in this Section 2.1, the City Council may, by resolution, reduce the compensation to be paid for the franchise to an amount less than stated in this agreement for a set period of time, upon the expiration of which the compensation shall return to the amount stated herein.

2.2 Records and Reports.

The City shall have access at all reasonable hours to the Grantee's books, records, reports, contracts and bookkeeping and accounting procedures to the extent reasonably necessary to calculate or substantiate the amount of the Franchise Fee or to otherwise verify compliance with this Agreement, except as otherwise limited by any applicable privacy laws, including but not limited to 47 U.S.C. § 222. In addition to the foregoing, the Grantee shall, within thirty (30) days of the end of each year of the Term, file both an annual summary report showing gross revenues received by the Grantee from its operations in the City during the preceding twelve (12) month period and such other information as the City shall reasonably request with respect to the Grantee's use of the public roads and other public property within the City. Notwithstanding the foregoing, the City shall maintain the confidentiality of all records and reports obtained from the Grantee pursuant to this Section 2.2, unless disclosure is required pursuant to the Nevada Public Records law or otherwise by operation of law.

2.3 Equal Treatment. City agrees that if any service forming part of the base for calculating the Franchise Fee under this Agreement is, or becomes, subject to competition from a third party, the City will either impose and collect from such third party a fee or tax, if any, in the same manner and amount as specified herein, plus any other fee or tax charged in this Agreement, or waive collection of the Franchise Fee and any other fee or tax specified herein that are subject to such competition.

ARTICLE 3 TERM AND RENEWAL

3.1 Term and Renewal. The Franchise granted to Grantee shall be for a period of ten (10) years, commencing on the Effective Date; the foregoing period or any extension thereof is herein referred to as the "Term." At the end of the initial ten (10) year Term, the Franchise granted herein may be renewed by the Grantee upon the same terms and conditions as are contained in this Agreement for an additional five (5) year period by providing to the City's representative designated herein written notice of the Grantee's intent to renew not less than one hundred fifty (150) calendar days before the expiration of the initial ten (10) period.

3.2 Rights of Grantee Upon Expiration or Revocation. Upon expiration of the Franchise granted herein, whether by lapse of time, by agreement between the Grantee and the City, or by revocation or forfeiture, the Grantee shall have the right to remove from the City's Rights-of-Way any and all of its Telecommunication Services Network, but in such event, it shall be the duty of the Grantee, immediately upon such removal, to restore the City's Rights-of-Way from which such Telecommunication Services Network was removed to as good a condition as the same was in before the removal was effected, normal wear and tear excepted.

Alternatively, upon expiration of the Franchise granted herein, whether by lapse of time, by agreement between the Grantee and the City, or by revocation or forfeiture, the Grantee shall have the right to abandon in place any or all of its Telecommunication Services Network in its sole, reasonable discretion. Thereafter, the Grantee shall cede good title to any or all of its Telecommunication Services Network abandoned in place to the City by way of bill of sale and quit claim deed, with no express or implied warranties whatsoever, including those of merchantability, condition, quality, or fitness for a particular purpose.

ARTICLE 4 USE AND RELOCATION OF FACILITIES UPON CITY'S RIGHTS-OF-WAY

4.1 Franchise Rights to Use the Public Right-of-Way.

(a) The Grantee shall have the right to use the City's Rights-of-Way within the City to construct and maintain its Telecommunication Services Network subject to the conditions set forth in this Agreement.

(b) In addition, Grantee shall have the right to utilize any easements across private property granted to the City for public utility purposes (unless otherwise limited by the easement deed or by contract), provided the City's written permission, which shall be reasonably provided, is obtained in each case. Grantee specifically understands and acknowledges that certain City easements and rights-of-way may be prescriptive in nature, and that nothing in this Franchise extends permission to use an easement or right-of-way beyond the scope of the right that the City has acquired, and Grantee's right to use such easements and rights-of-way shall be subject to any applicable third party prior or after-acquired interests.

(c) All work performed by Grantee in the City's Rights-of-Way shall be done in compliance with the City's most recent standards and specifications and in accordance with all applicable permit requirements, all of which shall not conflict with the terms and conditions of this Agreement or NRS 268.088. The Telecommunication Services Network shall further be installed, constructed and maintained in accordance with Section 8-18-3 of the Elko City Code and any applicable Federal and state laws, orders of the Nevada Public Utilities Commission, and all work performed in relation thereto shall be done in a good and workmanlike manner.

4.2 Grantee Duty to Relocate; Subordination to City Use. Whenever the City shall require the relocation or reinstallation of any of the Telecommunication Services Network of the Grantee or its successors or assigns in any of the streets, alleys, rights-of-way, above ground facilities, or public property of the City, it shall be the obligation of the Grantee, upon notice of such requirement and written demand from the City to the Grantee, and within a reasonable time thereof, but not more than ninety (90) calendar days, weather permitting, to remove and relocate or reinstall such Telecommunication Services Network as may be reasonably necessary to meet the requirements of the City. Such relocation, removal, or reinstallation by the Grantee shall be at no cost to the City. Notwithstanding the foregoing, the duty of the Grantee to install or relocate its lines underground shall be subject to the provisions of paragraph 4.4 below. Any money and

all rights to reimbursement from the State of Nevada or the federal government to which the Grantee may be entitled for work done by Grantee pursuant to this paragraph shall be the property of the Grantee. In the event the City or a private third-party or a third-party utility has required the Grantee to relocate its Telecommunication Services Network to accommodate a private third-party or third-party utility, Grantee may pursue any and all legal and equitable means to obtain compensation from such private third-party or third-party utility.

4.3 Duty to Obtain Approval to Move Grantee's Property; Emergency. Except as otherwise provided in this Agreement, the City, without the prior written approval of the Grantee, shall not intentionally alter, remove, relocate, or otherwise interfere with any of the Grantee's Telecommunication Services Network. However, if it becomes necessary to cut, move, remove, or damage any of the cables, appliances, or other fixtures of the Telecommunication Services Network of the Grantee because of a fire, emergency posing an imminent threat of serious harm to persons or property, disaster, or imminent threat of serious harm to persons or property thereof, these acts may be done without prior written approval of the Grantee, and the repairs thereby rendered necessary shall be made by the Grantee, without charge to the City.

4.4 Location to Minimize Interference. All lines, pipes, conduits, equipment, property, structures, handholes, manholes, and assets of the Grantee shall be located so as to minimize interference with the use of streets, alleys, rights-of-way, and public property, including use and occupancy by others, and shall reasonably avoid interference with the rights of owners of private property that abuts any of said streets, alleys, rights-of-way, or public property. Grantee must cooperate with City and other franchisees and users of public property, and coordinate activities and schedules to minimize public inconvenience, disruption or damages.

4.5 Requirements Applicable to Placement of Telecommunication Services Network in City's Rights-of-Way.

(a) If any portion of a sidewalk, curb, gutter, street, alley, public road, right of way or other public property shall be damaged by reason of defects in the Telecommunications Services Network that is utilized, maintained or constructed under this Franchise, or by reason of any other cause arising from the Grantee's operations, Grantee shall, at its own cost and expense, within sixty (60) days, unless delayed by abnormal weather conditions or acts of God, labor disputes or unavailability of materials, repair any such damage and restore such sidewalk, curb, gutter, street, alley, public road, right of way or other public property, or portion thereof, to as good a condition as it existed before such excavation disturbance, work or other cause of damage occurred.

(b) Subject to paragraph 4.2 above, the Grantee shall relocate, without expense to the City, and within a reasonable time, but in not less than ninety (90) calendar days after the delivery of notice from the City, all or part of the Telecommunication Services Network installed pursuant to this Franchise if and when made necessary by any change of grade, alignment or width of any public road by the City; provided, however, that this provision shall remain in effect only so long as such public road shall remain under the jurisdiction of City as a public road; further provided that the City may, if available, provide a suitable substitute rights-of-way within which Grantee may relocate its Telecommunication Services Network. Notwithstanding the foregoing, in the event the City no longer owns the public road or right-of-way in which Grantee's

Telecommunication Services Network is located, all obligations of the City hereunder with respect to that public road or right-of-way shall thereupon terminate. Nothing herein shall be construed to prohibit or restrict any obligation the State or any other third party might otherwise have for the cost of relocating Grantee's Telecommunication Services Network.

(c) All of the Telecommunication Services Network of the Grantee which are installed and/or used pursuant to this Franchise shall be installed, constructed and maintained in a good and workmanlike manner and in compliance with all applicable laws and ordinances then in effect, together with the orders, rules and regulations of the Public Utilities Commission of the State of Nevada. Before the work of installing new or the upgrade of existing Telecommunication Services Network is commenced, the Grantee shall coordinate the location thereof with the City and, as an accommodation to the Grantee, the City will provide historical and other information to assist in the location of such lines and appurtenances as may be reasonably necessary to avoid sewers, water pipes, conduits and other structures located in or under public roads and rights-of-way of the City; provided, however, the City shall not be not responsible for the accuracy of any such information and Grantee shall have the sole responsibility for avoiding sewers, water pipes, conduits and other structures that are present.

(d) Grantee shall comply with all provisions of the Elko City Code, Chapter 2, Title 8, entitled "Conditions of Utility Occupancy of Public Roads and City Street Cuts and Repairs" not in conflict with NRS 268.088 or any other applicable federal or state law or regulation.

4.6 Construction Standards. Prior to any construction or excavation, the Grantee shall submit plans, stamped by a registered Nevada professional engineering, depicting the locations of the proposed Telecommunication Services Network. Plans must be reasonably approved by the City and proper permits obtained prior to commencing such work. Grantee shall further supply the City, at no cost and on a yearly basis, an accurate as-built record of all Telecommunications Services Network located in the City's Rights-of-Way. The as-built records shall be submitted in an electronic AutoCAD format on the City's coordinate system, along with one (1) paper copy of the Telecommunications Services Network located in the City.

ARTICLE 5 SEVERABILITY

5. Severability. If any section, sentence, paragraph, term or provision of this Agreement is for any reason determined to be or rendered illegal, invalid, or superseded or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof.

ARTICLE 6 ACCEPTANCE BY THE GRANTEE OF FRANCHISE

6. Grantee Duty to Approve Franchise Agreement. If the Grantee has not duly executed this Agreement prior to the City Council's adoption of the corresponding Ordinance, within thirty calendar days after the effective date of the City Council's adoption of the Ordinance, the Grantee shall execute this Agreement; otherwise, this Agreement and any ordinance adopted relating thereto and all rights granted hereunder shall be null and void.

ARTICLE 7 GENERAL PROVISIONS

7.1 Binding Agreement. The parties represent that (a) when executed by their respective representatives, this Agreement shall constitute a binding obligation of the parties; and (b) each party has complied with all applicable statutes, ordinances, resolutions, by-laws and other legal requirements needed to enter into this Agreement.

7.2 Governing Law. This Agreement shall be interpreted pursuant to Nevada law.

7.3 Interpretation of Agreement. If any provision of this Agreement shall be held or declared to be void, invalid or illegal, for any reason, by any court of competent jurisdiction, such provision shall be ineffective but shall not in any way invalidate or effect any other clause, paragraph, section or part of this Agreement. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and article headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

7.4 No Presumption. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

7.5 Entire Agreement and Amendments. This document contains the entire Agreement of the parties hereto with respect to matters covered hereby, and no other agreement, statement or promise made by any party hereto, or agent of such party, which is not contained or incorporated herein, save and except any ordinance or other action of the Elko City Council in furtherance hereof, shall be binding or valid. No purported modification, amendment or other change in this Agreement shall be valid unless set forth in writing, and signed by both Grantee and the City, and approved by the City Council if so required. This Agreement replaces and supersedes any existing contract between the City and Grantee pertaining to the subject matter hereof, to include the services described herein and the Franchise Fees associated therewith. This paragraph shall not be interpreted as a waiver of Grantee's right to challenge a City licensing or permitting requirement through the appropriate legal process.

7.6 Binding Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

7.7 Jurisdiction and Venue. Jurisdiction and venue for any disputes arising under this Agreement shall be in the United States District Court for the District of Nevada (Northern

Division) or, if the Federal court lacks subject matter jurisdiction, then in the Fourth Judicial District Court in and for the County of Elko, State of Nevada.

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

If to the City:

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

If to Grantee:

Attention: Contract Administrator
CC Communications
50 W. Williams Ave. PO Box 1390
Fallon, NV 89407-1390
Office (775) 423-7171 extension 1415

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

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

7.10 Rights, Remedies and Benefits Cumulative. The rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other said rights, remedies and benefits, nor of any other rights, remedies and benefits allowed by law.

[SIGNATURE PAGE(S) FOLLOWING]

CITY OF ELKO

By: _____

REECE KEENER, Mayor

ATTEST:

By: _____

Kelley Woolridge, City Clerk

CC Communications

By: _____

Mark Feest

Its: GM/CEO

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration and possible action to initiate amendment to Title 8 Chapter 2, entitled “Conditions of Utility Occupancy of Public Roads and City Street Cuts and Repairs,” and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 11, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **The principal objective of the proposed amendment is to identify micro-trenching as an alternative for fiber optic cable installation, to exclude micro-trenching activities from the requirement to install additional micro-duct and/or conduit in the micro-trench and to prohibit nano-trenching as an alternative for fiber optic cable installation in private excavations. Additional revisions are proposed to clarify other provisions of Code. SAW**
6. Budget Information:

Appropriation Required: N/A
Budget amount available: N/A
Fund name: N/A
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Title 8 Chapter 2 proposed revisions shown with track changes**
9. Recommended Motion: **Move to initiate an amendment to Title 8 Chapter 2, entitled “Conditions of Utility Occupancy of Public Roads and City Street Cuts and Repairs,” as presented by staff.**
10. Prepared By: **Scott A. Wilkinson, Assistant City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

CITY OF ELKO
ORDINANCE 849

AN ORDINANCE AMENDING TITLE 8, CHAPTER 2 OF THE ELKO CITY CODE ENTITLED "UTILITY OCCUPANCY OF PUBLIC RIGHTS-OF-WAY OR PUBLIC EASEMENTS, SMART DIG REQUIREMENTS, AND CITY EXCAVATION PERMITS" AND MATTERS RELATED THERETO.

WHEREAS, the City has reviewed and has determined that it is necessary to amend Title 8, Chapter 2 of the Elko City Code....

WHEREAS,

WHEREAS,

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

For amendment purposes, words which are in blue bold and underlined are additions to the Ordinance, and words ~~which are red lined through and bold are~~ deleted from the Ordinance.

SECTION 1: Title 8, Chapter 2, shall be entitled "CONDITIONS OF UTILITY OCCUPANCY OF PUBLIC RIGHTS-OF-WAY OR PUBLIC EASEMENTS, SMART DIG REQUIREMENTS AND CITY EXCAVATION PERMITS" and is hereby amended as follows:

8-2-1: TITLE:

This chapter shall be known as and may be cited as: CONDITIONS OF UTILITY OCCUPANCY OF PUBLIC RIGHTS-OF-WAY OR PUBLIC EASEMENTS, SMART DIG REQUIREMENTS AND CITY EXCAVATION PERMITS.
~~(Ord. 835, 3-12-2019)~~

8-2-2: DEFINITIONS, TERMS:

For the purpose of this chapter, the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

COMMUNICATIONS INFRASTRUCTURE: The technology, products and network connections that allow for the transmission of communications over large distances.

CONSTRUCTION PLANS: Plans, profiles, cross-sections and other required details for the construction of public improvements, prepared in conjunction with the project and in compliance with standards of design and construction approved by the City.

EMERGENCY: Sudden unexpected occurrence that involves clear and imminent danger and requires immediate action to prevent or mitigate loss of life or damage to health, property or essential public services.

EXCAVATE OR EXCAVATION: Any work or action in which earth, rock, pavement, or other materials in the ground or underwater in a public right-of-way is moved, removed, or otherwise displaced in any of the following ways: grading, trenching, digging, ditching, or any other means.

EXCAVATION PERMIT: A permit required and issued by the City for any excavation within a public right-of-way, to include a street cut.

EXCAVATOR: Any person who engages in excavation.

LONGITUDINAL ACCESS: Access to or the use of any part of a right-of-way that extends generally parallel to or within the right-of-way.

MICRODUCT: A small-diameter (less than 20 millimeter), flexible, lightweight duct designed to provide a path for placing microfiber cable and fiber optic cable with lower fiber counts. A microduct must meet industry standards, to include required rigidity (crush) and temperature specifications.

MICROTRENCHING: Trenching by means of a cutting wheel designed for the purpose of creating a narrow shallow trench that is typically less than 2 inches in width and is located below the asphaltic or cement layer of a road or pedestrian way for the purpose of fiber optic cable installation utilizing microduct installed below the asphaltic or concrete layer of a road or pedestrian way.

NANOTRENCHING: Trenching by means of a cutting wheel designed for the purpose of creating a narrow and shallow trench that is located within the asphaltic or concrete layer of a road or pedestrian way for the purpose of fiber optic cable installation with or without the utilization of microduct.

OPERATOR: Any person who owns, operates or maintains underground telecommunication facilities.

PERMITTEE: An excavator who is authorized to perform work pursuant to an excavation permit in accordance with the provisions of this chapter.

PERSON: A natural person, any form of business or social organization and any other legal entity including, but not limited to, a corporation, partnership, association, trust or unincorporated organization, or any government, governmental agency or political subdivision of a government.

PUBLIC EASEMENT: A right to use any area or alignment that has been conveyed to the City for one or more public purposes.

PUBLIC RIGHT-OF-WAY: An area or alignment that has been dedicated to the City for one or more public purposes.

PUBLIC WORKS PROJECT: Any excavation project undertaken by a public entity.

SMART DIG: The requirements of this chapter pertaining to the placement of telecommunication facilities in excavations within rights-of-way.

TELECOMMUNICATION: The transmission of signs, signals, messages, words, writing, images, sound or information of any nature by wire, radio, optical, or electromagnetic systems. Telecommunication occurs when the exchange of information between communication participants includes the use of technology.

TELECOMMUNICATION FACILITY: Any cable, line, fiber, wire, conduit, inner duct, access manhole, hand hole, tower, hut, pedestal, pole, box, splice panel, transmitting equipment, receiving equipment, power equipment or other equipment, system or device that is used to transmit, receive, produce or distribute a signal for telecommunications purposes via wireless, wireline, electronic or optical means, and any other outside plant materials provided by the City.

USA: Underground Service Alert (USA), a non-profit mutual benefit organization operating free call centers for excavators who are digging, blasting, trenching, drilling, grading, excavating, or otherwise moving any earth for the purpose of providing information about the locations of underground facilities.

UNDERGROUND FACILITY: Any underground or submerged conductor, pipe, structure, conduit, or equipment used or installed for use in providing electric, communications, gas, sanitary sewer, storm sewer, reuse water or any other underground works. ~~(Ord. 835, 3-12-2019)~~

8-2-3: CITY EXCAVATION PERMITS:

- A. Permit Required: Prior to cutting or excavating within any public rights-of-way or public easements within the City limits, an excavation permit must be issued by the City.
- B. State Permits Applicable: Prior to the cutting or excavation of any State highway or route within the City limits, all State permits must be obtained and a copy of each such permit must be filed with the City.
- C. Traffic Control ~~a~~And Construction Plans; Depth ~~o~~Of Facilities: An applicant for an excavation permit shall submit with the application a traffic control plan and detailed construction plans, which plans must be approved by the City prior to issuance of the excavation permit. Two (2) copies of the traffic control plan and two (2) copies of the construction plans shall be submitted with the application. The minimum depth of any excavation in a City-owned right-of-way shall be twenty four inches (24") below the surface of the ground or, in cases of excavations below asphalt paving or sidewalks, a minimum of twenty four inches (24") below the bottom of the pavement or sidewalk.
- D. Notification Prior To Excavation: The permittee must notify USA at least forty eight (48) hours prior to the start of any excavation.
- E. Presence ~~o~~Of Form ~~a~~And Permit: A copy of the USA Dig Alert Location Request Form and a copy of the City excavation permit shall be present on the job site at all times work is in progress.
- F. Cut Unavoidable: An applicant for an excavation permit requesting permission to perform a street cut shall demonstrate that the cut is unavoidable and that the permittee has fully evaluated other alignments which would avoid a street cut.

- G. Work Without Excavation Permit: If a person performs an excavation without a permit, except in an emergency as defined in this chapter, the permittee shall thereafter pay double the regular permit fee for that excavation project.
- H. Expiration Date: An excavation permit shall expire on a date determined by the City, which date shall be no more than thirty (30) days from the date of issuance. If a temporary patch is required due to a street cut, the permittee shall pay an additional fee as established by resolution of the City Council.
- I. Revocation ~~o~~Of Permit: The City may revoke an excavation permit at any time for the failure of the permittee to comply with this chapter. ~~(Ord. 835, 3-12-2019)~~

8-2-3-1: SMART DIG REQUIREMENTS:

- A. Smart dig requirements apply to excavations at least one hundred feet (100') in length.
- B. Operators and excavators are not required to comply with smart dig requirements if an excavation is made due to an emergency as defined in this chapter. ~~(Ord. 835, 3-12-2019)~~
- C. Exception: Microtrenching activities are excluded from the requirement to install conduit in excavations in rights-of-way pursuant to City Code Section 8-2-3-2(B).
- D. Prohibitions: Nanotrenching is prohibited.

8-2-3-2: MANDATORY INSTALLATION OF CONDUIT:

- A. Installation ~~o~~Of Conduit In Rights-Of-Way ~~F~~for Public Works Projects: Whenever a person undertakes a public works project within a public right-of-way involving the planning, construction, reconstruction, or repaving of the public right-of-way (not to include microtrenching), the project shall include, to the maximum extent practical and feasible, installation of underground communication infrastructure by the person performing the work.
 - 1. The City may grant a telecommunications provider a license for longitudinal access or wireless access to a right-of-way for the installation, operation, and maintenance of a telecommunications facility.
 - 2. Before granting a telecommunications provider a license for longitudinal access or wireless access to a right-of-way, the City must first enter into a competitively neutral and nondiscriminatory agreement with the telecommunications provider. Such an agreement must be approved by the Elko City Council, which approval may be granted, conditioned or withheld in its discretion.
- B. Installation ~~o~~Of Conduit ~~I~~in Rights-Of-Way ~~F~~for Private Excavations:
 - 1. To the maximum extent practicable and feasible, the City shall condition all permits for private excavations within public rights-of-way (not to include microtrenching) on the

execution of an agreement providing for the installation of underground communications infrastructure on behalf of the City by the permittee, which agreement shall, without limitation, contain the following terms and conditions:

- a. Upon satisfactory completion of the installation, the City shall pay to the permittee the incremental additional cost of installing the communications infrastructure, which cost shall not include any amounts that would otherwise have been paid by the permittee had the communications infrastructure not been installed;
 - b. The City shall bear all reasonable and properly documented design and construction costs associated solely with and required for the installation of the communications infrastructure.
2. The communications infrastructure shall automatically be owned by the City upon installation without any further action on the part of either the permittee or the City.
3. The City may, at its sole option and expense, require the permittee conducting the excavation to extend the excavation, where practical, to permit the connection of the communications infrastructure to existing communications infrastructure owned by the City. ~~(Ord. 835, 3-12-2019)~~

8-2-4: ASPHALT PAVEMENT REPAIR:

The permittee shall receive City approval for the construction of temporary and permanent asphalt pavement repairs required as a result of the excavation. All asphalt repairs shall be performed by a properly licensed contractor. The permittee shall be responsible for properly compacted placement of all backfill and base required to establish a smooth road surface, shall perform appropriate compaction tests and shall provide the test results to the City. If repairs are made by the City, the permittee shall reimburse the City for expenses incurred to construct temporary and permanent pavement patches at rates established by resolution of the City Council. ~~(Ord. 835, 3-12-2019)~~

8-2-5: EMERGENCY EXCAVATIONS:

When an emergency requires any excavation, the permittee making the excavation shall notify the City Police Department. The permittee shall provide the Police Department with the location of the excavation, the start time and a description of the project. The permittee must obtain a City excavation permit on the next business day. The permittee shall be responsible for properly compacted placement of all backfill and base required to establish a smooth road surface, shall perform appropriate compaction tests and shall provide the test results to the City. ~~(Ord. 835, 3-12-2019)~~

8-2-6: NEW CITY STREET CUTS:

Except in an emergency, if a permittee wishes to excavate within a street or paved alley that is five (5) years old or less, the permittee must receive City Council approval prior to excavation. In granting approval for a new excavation permit pursuant to this section, the City Council may place any conditions on the permit it determines are reasonably necessary to protect the City streets. ~~(Ord. 835, 3-12-2019)~~

8-2-7: CONSTRUCTION STANDARDS:

All pipes, sewers, drains, lines, valves or other structures and appurtenances which shall be laid and used shall be installed, constructed and maintained in accordance with any applicable standard details and specifications, as adopted and amended by the codes and ordinances of the City, all applicable State Statutes, regulations and orders, (to include all applicable regulations and orders of the Nevada Public Utilities Commission), and in a good and workmanlike manner, and the pipes, sewers, drains, lines, valves or other structures and appurtenances shall be maintained in compliance with all applicable standards adopted by the City. ~~(Ord. 835, 3-12-2019)~~

8-2-8: NONINTERFERENCE WITH EXISTING UTILITIES:

All pipes, sewers, drains, lines, valves or other structures and appurtenances laid or placed by any person shall be located in the public roads in the City so as not to obstruct or interfere with any pipes, sewers, drains, lines, valves or other structures already installed. The City shall, upon request, provide to the permittee available information pertaining to whether or not there is any such interference or obstruction; provided, due to the passage of time, the City may no longer have records documenting the locations of certain underground facilities within the City rights-of-way and, accordingly, nothing herein shall be interpreted as creating a legal obligation on the part of the City to provide accurate information as to the locations of existing pipes, sewers, drains, lines, valves or other structures and appurtenances. It shall be the permittee's responsibility to see that no interference or damage occurs prior to and/or during excavation. ~~(Ord. 835, 3-12-2019)~~

8-2-9: RELOCATION OF UTILITIES:

Any person who lays or places any pipes, sewers, drains, lines, valves or other structures and appurtenances shall relocate, without expense to the City, any such pipes, sewers, drains, lines, valves or other structures and appurtenances when made necessary by any lawful change in any public street, road or highway by the City. ~~(Ord. 835, 3-12-2019)~~

8-2-10: REPAIR OF PUBLIC ROADS AND CITY STREET CUTS:

If any portion of a sidewalk, curb, gutter, alley, public road or right-of-way shall be damaged by reason of defects in any of the pipes, sewers, drains, lines, valves or other structures and appurtenances installed, utilized, maintained or constructed, or by reason of any cause whatsoever, including the subsidence of any cut in the public road, or the existence of any pipes, sewers, drains, lines, valves or other structures and appurtenances constructed or maintained under this chapter, the person who initially constructed such improvements shall, at his own cost and expense, within ten (10) days, repair any such damage and restore such sidewalk, curb, gutter, street, alley, public road or right-of-way, or portion thereof, to as good a condition as it existed before such excavation, disturbance, work, or other cause of damage occurred. Any subsurface or surface installations damaged by a utility street cut or excavation of any kind in a City right-of-way shall be repaired at the permittee's expense. ~~(Ord. 835, 3-12-2019)~~

8-2-11: LIABILITY INSURANCE:

Before an excavation permit shall be issued under this chapter, any permittee, with the exception of all public utilities under the jurisdiction of the Nevada Public Utilities Commission and having a current

franchise with the City, shall file with the City Clerk a certificate of insurance showing a minimum combined single limit liability insurance policy of five hundred thousand dollars (\$500,000.00), such policy to include, but not be limited to, collapse and underground damage. The foregoing policy shall name the City as an additional insured. ~~{Ord. 835, 3-12-2019}~~

8-2-12: BONDING:

Any person obtaining a permit under this chapter shall, before renewing or in any manner changing the surface of the sidewalk, curb, gutter, street, highway, avenue or alley, provide the City a bond or other security guaranteeing that the obligor of the bond will pay to the City the amount of the bond should the permittee fail, neglect or refuse to complete the work, including the excavating or filling in of the sidewalk, curb, gutter, public street, highway, avenue or alley and all public utilities in proper condition to the satisfaction of the City after the work provided for in the permit has been finished; provided, however, that instead of special bonds to cover particular work, any person intending to make excavations in sidewalks, curbs, gutters, public streets, alleys, or any public places in the City may make and maintain with the City a general bond in the sum of two thousand five hundred dollars (\$2,500.00), which general bond shall be conditioned and used for the same purpose as the special bond hereinbefore described in this section, covering all work to be done instead of any particular piece of work. So long as such general bond is maintained at the sum of two thousand five hundred dollars (\$2,500.00), the permittee shall not be required to provide the aforementioned special bond, but shall be required to comply with all other provisions of this chapter. Notwithstanding the foregoing, public utilities under the jurisdiction of the Nevada Public Utilities Commission and having a current franchise with the City shall be considered bonded for purposes of this section. ~~{Ord. 835, 3-12-2019}~~

8-2-13: PERMIT FEES:

- A. Payment Required: All applicants for a City excavation permit shall pay to the Public Works Building Department permit fees as set by resolution of the City Council.
- B. Estimated Permit Fees; When Paid: All estimated excavation permit fees shall be paid at the time of filing the initial application.
- C. Final Fees: Final permit fees shall be paid within thirty (30) calendar days of the approval of the work by the City. ~~{Ord. 835, 3-12-2019}~~

8-2-14: CONTRACTOR AND BUSINESS LICENSES:

All permittees shall be licensed State contractors and possess a current City business license and shall provide copies of the foregoing licenses to the City prior to the commencement of work. ~~{Ord. 835, 3-12-2019}~~

8-2-15: INSPECTION:

The permittee shall schedule all City inspections twenty four (24) hours in advance. Failure of the permittee to obtain inspections of the work to the extent reasonably necessary to enable the City to determine compliance with this Code, to include model codes adopted therein, shall result in the revocation of the permit. ~~{Ord. 835, 3-12-2019}~~

8-2-16: WATER DRAINAGE:

The permittee shall be responsible for maintaining surface water drainage at all times during performance of the work, to include redirecting water drainage where appropriate, except as otherwise directed by the City. The permittee shall, upon request by the City, submit to the City an appropriate plan for water drainage control, in which event the work may not commence or continue until or unless the water drainage control plan has been approved by the City. The requirements set forth in a water drainage control plan shall, upon approval by the City, become requirements of the excavation permit.

~~(Ord. 835, 3-12-2019)~~

8-2-17: ABANDONED UTILITY FACILITIES:

A permittee with utilities in a City right-of-way that the permittee has abandoned or intends to abandon may be required by the City, in the City's discretion, to remove the utilities at the permittee's expense or, in the alternative, to reimburse the City for the cost removal of the utilities. Notwithstanding the foregoing, if the permittee is a public utility under the jurisdiction of the Nevada Public Utilities Commission and has a current franchise with the City, in the event of an inconsistency between the requirements of this section and the terms of a franchise agreement, the terms of the franchise agreement shall prevail.

~~(Ord. 835, 3-12-2019)Disclaimer: This Code of Ordinances and/or any other documents that appear on this site may not reflect the most current legislation adopted by the Municipality. American Legal Publishing Corporation provides these documents for informational purposes only. These documents should not be relied upon as the definitive authority for local legislation. Additionally, the formatting and pagination of the posted documents varies from the formatting and pagination of the official copy. The official printed copy of a Code of Ordinances should be consulted prior to any action being taken. For further information regarding the official version of any of this Code of Ordinances or other documents posted on this site, please contact the Municipality directly or contact American Legal Publishing toll-free at 800-445-5588.~~

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

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

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

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

PASSED AND ADOPTED this ____ day of February, 2020 by the following vote of the Elko City Council.

VOTE:

AYES:

NAYES:

ABSENT:

ABSTAIN:

CITY OF ELKO

By: _____

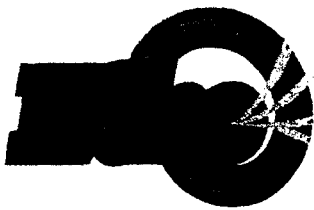
REECE KEENER, Mayor
ATTEST:

KELLY WOOLDRIDGE, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action pertaining to a request to purchase or lease approximately 900 sq. ft. of city owned parcel referred to as APN 001-01R-001, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 11, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Staff has received a request from Safelink Internet Services to purchase or lease property. They have stated on the application that they intent to place communication infrastructure on the property. NRS 268.062 allows for the sale or lease 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. SW**
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**
9. Recommended Motion: **Move to authorize Staff to obtain the required appraisal for the proposed sale (or lease) of a 900 sq. ft. portion of APN 001-01R-001 and proceed with the statutory process for selling (or leasing) the parcel pursuant to NRS 268.062, subject to the Council accepting the appraisal.**
10. Prepared By: **Scott Wilkinson, Assistant City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Safelink Internet Services
Attn: Michael Ricks
906 S Oneida Street
Rupert, ID 83350**



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): SAFELINK INTERNET SERVICES

ADDRESS: 906 S ONEIDA STREET, RUPERT, IDAHO, 83350

PHONE NO (Home) 208-677-8000 (Business) 208-431-6560 (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):

Buy a 30x30 section of property for communications infrastructure at GPS Coordinates 40.82846 -115.75780
property is on the cul de sac of Front Street below 227 next to the Humboldt River.

(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: Michael Ricks

APPLICANT'S PRINTED NAME: Michael Ricks

OFFICE USE ONLY

File No.: 2-20

Date Filed: 2/5/20

Deposit Paid: _____

RECEIVED

FEB 05 2020



**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration and possible approval of a Non-Exclusive Franchise Agreement between the City of Elko and SafeLink Internet LLC for Data Communications Over, Under, In, Along and Across Public Roads in the City of Elko, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 11, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **The proposed term of the agreement is 10 (ten) years and provides for a 5 (five) year renewal provided the terms and conditions remain the same. The proposed franchise fee is 5 (five) percent of the gross revenues actually collected from customers located within the corporate limits of the City. SAW**
6. Budget Information:

Appropriation Required: **NA**
Budget amount available: **NA**
Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Proposed Non-Exclusive Franchise Agreement between the City of Elko and SafeLink Internet LLC.**
9. Recommended Motion: **Move to approve a Non-Exclusive Franchise Agreement between the City of Elko and SafeLink Internet LLC for Data Communications Over, Under, In, Along and Across Public Roads in the City of Elko**
10. Prepared By: **Scott A. Wilkinson, City of Elko Assistant City Manager**
11. Committee/Other Agency Review: **Legal**
12. Council Action:
13. Agenda Distribution: **Jasen Herr**
jasenh@safelinkinternet.com

**NONEXCLUSIVE FRANCHISE AGREEMENT
FOR PURPOSE OF CONVEYING DATA COMMUNICATIONS OVER, UNDER, IN,
ALONG AND ACROSS PUBLIC ROADS OF THE CITY**

Between

THE CITY OF ELKO, NEVADA

and

**SAFELINK INTERNET LLC
an Idaho Corporation**

_____, 20____

**FRANCHISE AGREEMENT BETWEEN THE CITY OF ELKO AN SAFELINK
INTERNET LLC ("GRANTEE"), An INTERNET SERVICE PROVIDER**

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into as of the _____ day of _____, 20____ (hereinafter the "Effective Date"), by and between the City of Elko, Nevada, a municipal corporation and political subdivision of the State of Nevada (hereinafter the "City"), and SAFELINK INTERNET LLC an Idaho Corporation (hereinafter the "Grantee").

WITNESSETH:

WHEREAS, the Grantee desires to provide telecommunication services ("Telecommunication Services") within the City and in connection therewith to establish a telecommunication services network in, under, along, over, and across present and future rights-of-way and other property of the City, consisting of telecommunication services lines, conduit, fiber, cables, manholes, handholes, and all other necessary appurtenances ("System" or "Telecommunication Services Network");

WHEREAS, the City, in the exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide the Grantee a nonexclusive franchise to install, operate, repair, remove, replace, and maintain a Telecommunication Services Network in the City;

WHEREAS, the City and Grantee have negotiated an arrangement whereby the Grantee may provide its Telecommunication Services within the City pursuant to the terms and conditions outlined in this Agreement, in accordance with NRS 268.088, which provides that the City shall not impose any terms or conditions on a franchise for the provision of telecommunication service or interactive computer service other than terms or conditions concerning the placement and location of the telephone or telegraph lines and fees imposed for a business license or the franchise, right or privilege to construct, install or operate such lines; and

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the City and the Grantee agree as follows:

**ARTICLE 1
FRANCHISE**

1.1 Franchise. Upon approval by the City Council and execution by the parties, this Agreement shall be deemed to constitute a contract by and between the City and the Grantee pursuant to which the Grantee is authorized and granted a special privilege to utilize public property in the manner and subject to the terms and conditions described herein.

1.2 Grant of Franchise and License. The Telecommunication Services Franchise ("Franchise") granted hereunder shall, subject to the terms and conditions of this Agreement, confer upon the Grantee the nonexclusive authorization and special privilege to install, operate, repair, maintain, remove, upgrade, and replace its Telecommunication Services Network on, over,

and under the present and future City-owned utility easements, streets, roads and public right-of-way within the political boundaries of the City (hereinafter collectively referred to as the "City's Rights-of-Way") in order to provide Telecommunication Services. As part of the foregoing franchise, the Grantee is hereby given a revocable license to pull fiber optic cable in underground conduit owned by the City within City rights-of-way, so long as the City determines, in its sole discretion, that (i) the conduit is not occupied by City-owned fiber and (ii) the conduit is no less than one and one half (1 ½) inches in diameter; provided, the foregoing license shall only be given if, in the sole discretion of the City, the conduit has sufficient capacity; further provided, the foregoing license is revocable by the City for any reason upon ninety (90) days' prior written notice to the Grantee. Notwithstanding any other provision contained herein, the revocable permit given hereby shall be automatically revoked if the Grantee fails to provide telecommunications services to at least one person or area in the City within ninety (90) days of installation of the fiber in the City-owned conduit.

1.3 Encroachment. Grantee shall only encroach in and on the City's Rights-of-Way and other City-owned property in accordance with this Agreement and shall independently obtain all permissions necessary to encroach on other property, to include privately-owned property within the City.

ARTICLE 2 CONSIDERATION

2.1 Franchise Fee. For and in consideration of the Franchise granted hereunder, the Grantee agrees to pay to the City 5% of Grantee's gross revenues actually collected from customers located within the corporate limits of the City (the "Franchise Fee"). Such gross revenues shall exclude: (1) long distance access charges; (2) emergency 911 fees and surcharges; (3) equipment and other non-tariffed items which may be provided to the customers; and (4) any other franchise fees, permit fees, business fees, or taxes payable by the Grantee by reason of its engaging in the business of furnishing Telecommunication Services in the City. Such payments shall be made quarterly, within sixty (60) days after the expiration of each calendar quarter or portion thereof, during which the Franchise granted hereunder is in effect. The Franchise Fee shall be calculated based on revenues, as detailed above, generated by Grantee during the applicable quarter of the calendar year. The Grantee shall not be required to provide a performance bond, deposit, or other financial security in return for the Franchise granted herein.

Nothing in this Agreement shall relieve the Grantee of the obligation to obtain such City business and other licenses and permits as are then required for the furnishing, sale or distribution of fiber optic services or otherwise conducting activities within the City; provided, however, the amount of annual gross receipts or revenues used to calculate any Franchise Fee established by resolution of the City Council shall be reduced by the amount of the annual business license or permit fee paid by the Grantee to the City for engaging in the business of the furnishing, sale or distribution of fiber optic services to the inhabitants of the City and if in any year the business license or permit fee shall exceed the said business license or permit fee, the Franchise Fee shall not be payable to the City for that year. This paragraph shall not be interpreted as a waiver of Grantee's right to challenge a City licensing or permitting requirement through the appropriate

legal process.

Notwithstanding any other provision contained in this Section 2.1, the City Council may, by resolution, reduce the compensation to be paid for the franchise to an amount less than stated in this agreement for a set period of time, upon the expiration of which the compensation shall return to the amount stated herein.

2.2 Records and Reports.

The City shall have access at all reasonable hours to the Grantee's books, records, reports, contracts and bookkeeping and accounting procedures to the extent reasonably necessary to calculate or substantiate the amount of the Franchise Fee or to otherwise verify compliance with this Agreement, except as otherwise limited by any applicable privacy laws, including but not limited to 47 U.S.C. § 222. In addition to the foregoing, the Grantee shall, within thirty (30) days of the end of each year of the Term, file both an annual summary report showing gross revenues received by the Grantee from its operations in the City during the preceding twelve (12) month period and such other information as the City shall reasonably request with respect to the Grantee's use of the public roads and other public property within the City. Notwithstanding the foregoing, the City shall maintain the confidentiality of all records and reports obtained from the Grantee pursuant to this Section 2.2, unless disclosure is required pursuant to the Nevada Public Records law or otherwise by operation of law.

2.3 Equal Treatment. City agrees that if any service forming part of the base for calculating the Franchise Fee under this Agreement is, or becomes, subject to competition from a third party, the City will either impose and collect from such third party a fee or tax, if any, in the same manner and amount as specified herein, plus any other fee or tax charged in this Agreement, or waive collection of the Franchise Fee and any other fee or tax specified herein that are subject to such competition.

ARTICLE 3 TERM AND RENEWAL

3.1 Term and Renewal. The Franchise granted to Grantee shall be for a period of ten (10) years, commencing on the Effective Date; the foregoing period or any extension thereof is herein referred to as the "Term." At the end of the initial ten (10) year Term, the Franchise granted herein may be renewed by the Grantee upon the same terms and conditions as are contained in this Agreement for an additional five (5) year period by providing to the City's representative designated herein written notice of the Grantee's intent to renew not less than one hundred fifty (150) calendar days before the expiration of the initial ten (10) period.

3.2 Rights of Grantee Upon Expiration or Revocation. Upon expiration of the Franchise granted herein, whether by lapse of time, by agreement between the Grantee and the City, or by revocation or forfeiture, the Grantee shall have the right to remove from the City's Rights-of-Way any and all of its Telecommunication Services Network, but in such event, it shall be the duty of the Grantee, immediately upon such removal, to restore the City's Rights-of-Way from which such Telecommunication Services Network was removed to as good a condition as the same was in before the removal was effected, normal wear and tear excepted.

Alternatively, upon expiration of the Franchise granted herein, whether by lapse of time, by agreement between the Grantee and the City, or by revocation or forfeiture, the Grantee shall have the right to abandon in place any or all of its Telecommunication Services Network in its sole, reasonable discretion. Thereafter, the Grantee shall cede good title to any or all of its Telecommunication Services Network abandoned in place to the City by way of bill of sale and quit claim deed, with no express or implied warranties whatsoever, including those of merchantability, condition, quality, or fitness for a particular purpose.

ARTICLE 4 USE AND RELOCATION OF FACILITIES UPON CITY'S RIGHTS-OF-WAY

4.1 Franchise Rights to Use the Public Right-of-Way.

(a) The Grantee shall have the right to use the City's Rights-of-Way within the City to construct and maintain its Telecommunication Services Network subject to the conditions set forth in this Agreement.

(b) In addition, Grantee shall have the right to utilize any easements across private property granted to the City for public utility purposes (unless otherwise limited by the easement deed or by contract), provided the City's written permission, which shall be reasonably provided, is obtained in each case. Grantee specifically understands and acknowledges that certain City easements and rights-of-way may be prescriptive in nature, and that nothing in this Franchise extends permission to use an easement or right-of-way beyond the scope of the right that the City has acquired, and Grantee's right to use such easements and rights-of-way shall be subject to any applicable third party prior or after-acquired interests.

(c) All work performed by Grantee in the City's Rights-of-Way shall be done in compliance with the City's most recent standards and specifications and in accordance with all applicable permit requirements, all of which shall not conflict with the terms and conditions of this Agreement or NRS 268.088. The Telecommunication Services Network shall further be installed, constructed and maintained in accordance with Section 8-18-3 of the Elko City Code and any applicable Federal and state laws, orders of the Nevada Public Utilities Commission, and all work performed in relation thereto shall be done in a good and workmanlike manner.

4.2 Grantee Duty to Relocate; Subordination to City Use. Whenever the City shall require the relocation or reinstallation of any of the Telecommunication Services Network of the Grantee or its successors or assigns in any of the streets, alleys, rights-of-way, above ground facilities, or public property of the City, it shall be the obligation of the Grantee, upon notice of such requirement and written demand from the City to the Grantee, and within a reasonable time thereof, but not more than ninety (90) calendar days, weather permitting, to remove and relocate or reinstall such Telecommunication Services Network as may be reasonably necessary to meet the requirements of the City. Such relocation, removal, or reinstallation by the Grantee shall be at no cost to the City. Notwithstanding the foregoing, the duty of the Grantee to install or relocate its lines underground shall be subject to the provisions of paragraph 4.4 below. Any money and

all rights to reimbursement from the State of Nevada or the federal government to which the Grantee may be entitled for work done by Grantee pursuant to this paragraph shall be the property of the Grantee. In the event the City or a private third-party or a third-party utility has required the Grantee to relocate its Telecommunication Services Network to accommodate a private third-party or third-party utility, Grantee may pursue any and all legal and equitable means to obtain compensation from such private third-party or third-party utility.

4.3 Duty to Obtain Approval to Move Grantee's Property; Emergency. Except as otherwise provided in this Agreement, the City, without the prior written approval of the Grantee, shall not intentionally alter, remove, relocate, or otherwise interfere with any of the Grantee's Telecommunication Services Network. However, if it becomes necessary to cut, move, remove, or damage any of the cables, appliances, or other fixtures of the Telecommunication Services Network of the Grantee because of a fire, emergency posing an imminent threat of serious harm to persons or property, disaster, or imminent threat of serious harm to persons or property thereof, these acts may be done without prior written approval of the Grantee, and the repairs thereby rendered necessary shall be made by the Grantee, without charge to the City.

4.4 Location to Minimize Interference. All lines, pipes, conduits, equipment, property, structures, handholes, manholes, and assets of the Grantee shall be located so as to minimize interference with the use of streets, alleys, rights-of-way, and public property, including use and occupancy by others, and shall reasonably avoid interference with the rights of owners of private property that abuts any of said streets, alleys, rights-of-way, or public property. Grantee must cooperate with City and other franchisees and users of public property, and coordinate activities and schedules to minimize public inconvenience, disruption or damages.

4.5 Requirements Applicable to Placement of Telecommunication Services Network in City's Rights-of-Way.

(a) If any portion of a sidewalk, curb, gutter, street, alley, public road, right of way or other public property shall be damaged by reason of defects in the Telecommunications Services Network that is utilized, maintained or constructed under this Franchise, or by reason of any other cause arising from the Grantee's operations, Grantee shall, at its own cost and expense, within sixty (60) days, unless delayed by abnormal weather conditions or acts of God, labor disputes or unavailability of materials, repair any such damage and restore such sidewalk, curb, gutter, street, alley, public road, right of way or other public property, or portion thereof, to as good a condition as it existed before such excavation disturbance, work or other cause of damage occurred.

(b) Subject to paragraph 4.2 above, the Grantee shall relocate, without expense to the City, and within a reasonable time, but in not less than ninety (90) calendar days after the delivery of notice from the City, all or part of the Telecommunication Services Network installed pursuant to this Franchise if and when made necessary by any change of grade, alignment or width of any public road by the City; provided, however, that this provision shall remain in effect only so long as such public road shall remain under the jurisdiction of City as a public road; further provided that the City may, if available, provide a suitable substitute rights-of-way within which Grantee may relocate its Telecommunication Services Network. Notwithstanding the foregoing, in the event the City no longer owns the public road or right-of-way in which Grantee's

Telecommunication Services Network is located, all obligations of the City hereunder with respect to that public road or right-of-way shall thereupon terminate. Nothing herein shall be construed to prohibit or restrict any obligation the State or any other third party might otherwise have for the cost of relocating Grantee's Telecommunication Services Network.

(c) All of the Telecommunication Services Network of the Grantee which are installed and/or used pursuant to this Franchise shall be installed, constructed and maintained in a good and workmanlike manner and in compliance with all applicable laws and ordinances then in effect, together with the orders, rules and regulations of the Public Utilities Commission of the State of Nevada. Before the work of installing new or the upgrade of existing Telecommunication Services Network is commenced, the Grantee shall coordinate the location thereof with the City and, as an accommodation to the Grantee, the City will provide historical and other information to assist in the location of such lines and appurtenances as may be reasonably necessary to avoid sewers, water pipes, conduits and other structures located in or under public roads and rights-of-way of the City; provided, however, the City shall not be not responsible for the accuracy of any such information and Grantee shall have the sole responsibility for avoiding sewers, water pipes, conduits and other structures that are present.

(d) Grantee shall comply with all provisions of the Elko City Code, Chapter 2, Title 8, entitled "Conditions of Utility Occupancy of Public Roads and City Street Cuts and Repairs" not in conflict with NRS 268.088 or any other applicable federal or state law or regulation.

4.6 Construction Standards. Prior to any construction or excavation, the Grantee shall submit plans, stamped by a registered Nevada professional engineering, depicting the locations of the proposed Telecommunication Services Network. Plans must be reasonably approved by the City and proper permits obtained prior to commencing such work. Grantee shall further supply the City, at no cost and on a yearly basis, an accurate as-built record of all Telecommunications Services Network located in the City's Rights-of-Way. The as-built records shall be submitted in an electronic AutoCAD format on the City's coordinate system, along with one (1) paper copy of the Telecommunications Services Network located in the City.

ARTICLE 5 SEVERABILITY

5. Severability. If any section, sentence, paragraph, term or provision of this Agreement is for any reason determined to be or rendered illegal, invalid, or superseded or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof.

ARTICLE 6 ACCEPTANCE BY THE GRANTEE OF FRANCHISE

6. Grantee Duty to Approve Franchise Agreement. If the Grantee has not duly executed this Agreement prior to the City Council's adoption of the corresponding Ordinance, within thirty calendar days after the effective date of the City Council's adoption of the Ordinance, the Grantee shall execute this Agreement; otherwise, this Agreement and any ordinance adopted relating thereto and all rights granted hereunder shall be null and void.

ARTICLE 7 GENERAL PROVISIONS

7.1 Binding Agreement. The parties represent that (a) when executed by their respective representatives, this Agreement shall constitute a binding obligation of the parties; and (b) each party has complied with all applicable statutes, ordinances, resolutions, by-laws and other legal requirements needed to enter into this Agreement.

7.2 Governing Law. This Agreement shall be interpreted pursuant to Nevada law.

7.3 Interpretation of Agreement. If any provision of this Agreement shall be held or declared to be void, invalid or illegal, for any reason, by any court of competent jurisdiction, such provision shall be ineffective but shall not in any way invalidate or effect any other clause, paragraph, section or part of this Agreement. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and article headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

7.4 No Presumption. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

7.5 Entire Agreement and Amendments. This document contains the entire Agreement of the parties hereto with respect to matters covered hereby, and no other agreement, statement or promise made by any party hereto, or agent of such party, which is not contained or incorporated herein, save and except any ordinance or other action of the Elko City Council in furtherance hereof, shall be binding or valid. No purported modification, amendment or other change in this Agreement shall be valid unless set forth in writing, and signed by both Grantee and the City, and approved by the City Council if so required. This Agreement replaces and supersedes any existing contract between the City and Grantee pertaining to the subject matter hereof, to include the services described herein and the Franchise Fees associated therewith. This paragraph shall not be interpreted as a waiver of Grantee's right to challenge a City licensing or permitting requirement through the appropriate legal process.

7.6 Binding Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

7.7 Jurisdiction and Venue. Jurisdiction and venue for any disputes arising under this Agreement shall be in the United States District Court for the District of Nevada (Northern

Division) or, if the Federal court lacks subject matter jurisdiction, then in the Fourth Judicial District Court in and for the County of Elko, State of Nevada.

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

If to the City:

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

If to Grantee:

Attention: Mike Ricks
Safelink Internet LLC
906 S Oneida Street
Rupert, Idaho, 83350
Office: 208-677-8000
Cell: 208-312-3075

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

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

7.10 Rights, Remedies and Benefits Cumulative. The rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other said rights, remedies and benefits, nor of any other rights, remedies and benefits allowed by law.

[SIGNATURE PAGE(S) FOLLOWING]

CITY OF ELKO

By: _____

REECE KEENER, Mayor

ATTEST:

By: _____

Kelley Woolridge, City Clerk

SAFELINK INTERNET LLC

By: _____

Its: _____

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, discussion, and possible adoption of Resolution No. 4-20, a resolution waiving, for a period of five (5) years, the requirement that telecommunications carriers pay compensation to the City of Elko, for the property rights granted under franchise agreements, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 11, 2020**
3. Agenda Category: **RESOLUTION**
4. Time Required: **10 Minutes**
5. Background Information: **On January 14, 2020, Council heard a presentation regarding a request from the Governor's Office of Science, Innovation, and Technology to consider reducing the telecommunication franchise fee's as a method for the City to invest in broadband communication development. Council voted to direct Staff to bring back a resolution that will reduce the franchise fees to 0% for a five-year period of time, starting July 1, 2020 to go through until June 20, 2025, for the telecommunications franchise fees only. SAW**
6. Budget Information: **This will reduce the amount of franchise fee's collected by approximately \$100,000 per year.**

Appropriation Required: N/A
Budget amount available: N/A
Fund name: N/A
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution 4-20**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Scott Wilkinson, Assistant City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

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

**CITY OF ELKO
RESOLUTION NO. 04-20**

**A RESOLUTION WAIVING, FOR A PERIOD OF FIVE YEARS, THE REQUIREMENT
THAT TELECOMMUNICATIONS CARRIERS PAY COMPENSATION TO THE CITY
OF ELKO FOR THE PROPERTY RIGHTS GRANTED UNDER FRANCHISE
AGREEMENTS**

WHEREAS, Elko City Code Title 8, Chapter 8 governs telecommunications within the City, to include telecommunications franchises, licenses and facilities, together with corresponding compensation for the use of City property.

WHEREAS, as used in the City Code, the following terms have the corresponding meanings:

1. The term “telecommunications service” means “the providing or offering for rent, sale or lease, or in exchange for other value received, of the transmittal of voice, data, image, graphic and video programming information between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite or similar facilities, with or without benefit of any closed transmission medium.”
2. The term “telecommunications carrier” means “every person that directly or indirectly owns, controls, operates or manages plants, equipment or property within the city, used or to be used for the purpose of offering telecommunications service.”
3. The term “telecommunications facilities” means “the plant, equipment and property, including, but not limited to, cables, wires, conduits, ducts, pedestals, antennas, electronics and other appurtenances used or to be used to transmit, receive, distribute, provide or offer telecommunications services.”

WHEREAS, a number of telecommunications carriers have expressed an interest in constructing telecommunications facilities within public ways of the City and in providing telecommunication services to persons and areas within the City.

WHEREAS, pursuant to City Code Section 8-12-17, a telecommunications franchise shall be required of any telecommunications carrier who desires to occupy public ways of the City and to provide telecommunications services to any person or area in the City.

WHEREAS, pursuant to City Code Section 8-12-18, “no franchise shall be granted hereunder unless the applicant and the City have executed a written agreement setting forth the particular terms and provisions under which the franchise to occupy and use public ways of the City will be granted.”

WHEREAS, pursuant to Elko City Code Sections 8-12-25, and 8-12-30(C) and (D), the City has the authority to set the compensation to be paid for the property rights granted to the telecommunications franchisee.

WHEREAS, the City of Elko wishes to encourage investment in the development of telecommunication infrastructure and facilities and spur economic development within the City by waiving the requirement that compensation be paid to the City for the property rights granted to telecommunications carriers under franchise agreements for a period of five years.

NOW THEREFORE BE IT RESOLVED AND ORDERED by the Elko City Council that the compensation to be paid for the property rights granted to telecommunications franchisees pursuant to franchise agreements shall be set as follows:

1. Commencing on July 1, 2020 and continuing thereafter until June 29, 2025, the City will waive the requirement that telecommunications carriers pay compensation to the City for property rights granted pursuant to Elko City Code Section 8-12-25, without regard to whether a telecommunications franchise agreement is then in effect.

2. Commencing on June 30, 2025 and continuing thereafter, every telecommunications carrier providing telecommunications services to any person or area in the City shall pay to the City compensation for the property rights granted by the City to the extent required by a franchise agreement that is then in effect.

IT IS FURTHER RESOLVED AND ORDERED that this Resolution shall be effective upon passage and shall thereafter be signed by the Mayor and attested to by the City Clerk.

PASSED AND ADOPTED this ____ day of _____, 2020.

CITY OF ELKO

By: _____
REECE KEENER, MAYOR

ATTEST:

KELLY C. WOOLDRIDGE, CITY CLERK

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

**Elko City Council
Agenda Action Sheet**

1. Title: **Consideration of a dispute of a water bill from Ms. Beverly Vasquez, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 11, 2020**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information: **A letter from Ms. Beverly Vasquez has been included in the agenda packet for your review. CC**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Letter from Ms. Beverly Vasquez**
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: **Ms. Beverly Vasquez
533 S. 4th Street
Elko, NV 89801**

Beverly Vasquez.

Jan 29, 2020.

533 S. 4th St.

Elko Nev 89801

I request to be put on
the agenda Feb 11, 2020.

I do not agree with my
water bill.

Beverly Vasquez.

753-9802.

**Elko City Council
Agenda Action Sheet**

1. Title: **Second reading, public hearing, and possible adoption of Ordinance No. 848, an ordinance amending Title 5, Chapter 3, section one (1), and twenty through twenty-two (20-22), adding the option for a Cat Caregiver Person, or organization to engage in a Trap-Neuter-Return (TNR) Program for Feral Cats, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 11, 2020**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **5 Minutes**
5. Background Information: **On December 10, 2019, Council heard a presentation by Mark Robison, Senior Consultant with the Humane Network, and Co-Executive Director of Maddie's Pet Project regarding Trap-Neuter-Return (TNR) Programs. Council initiated amendments to Title 5, Chapter 3 of the Elko City Code to allow for TNR within the City of Elko. First reading was conducted on January 28, 2020. 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: **Ordinance No. 848**
9. Recommended Motion: **Approve second reading, public hearing, and adoption of Ordinance 848.**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

Ordinance 848

An ordinance amending Title 5, Chapter 3, section one (1) and twenty through twenty two (20-22) adding the option for a cat caregiver person or organization to engage in a trap-Neuter-Return program for feral cats.

Whereas, the City of Elko wishes to establish a humane method of managing the feral cat population with the long-term goal of reducing and eventually eliminating the issue.

Whereas, allowing for the establishment of a cat caregiver person or organization to establish a trap-neuter-return (TNR) program is one way for managing the feral cat population.

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

For amendment purposes, words which are in bold and underlined are additions to the Ordinance, and words which ~~are lined through and bold~~ are deleted from the Ordinance.

Section 1: Title 5, Chapter 3, Section1, and 20-23 is hereby added to read as follows:

5-3-1: DEFINITIONS:

As used in this chapter, unless the context otherwise indicates:

ANIMAL CONTROL OFFICER: The person appointed by the chief of police for the purpose of enforcing the provisions of this chapter, together with his/her deputies and authorized representatives.

ANIMAL SHELTER ~~SUPERVISOR~~ MANAGER: The person appointed by the city manager for the purpose of administering the city policies and regulation over the care and custody of animals at the city animal shelter, over the care and maintenance of the city animal shelter facilities, over the care of the books and records of the city animal shelter and over the budgetary and personnel concerns of the city animal shelter.

ANIMALS: Any and all types of livestock, dogs and all other animals, both domesticated and wild, male and female, singular and plural.

CAT FANCIER: Any person owning, keeping or possessing on his or her property in safe and adequate facilities in excess of three (3) cats, as shall be permitted pursuant to subsection 5-3-9 C of this chapter.

COMMERCIAL KENNEL: Any licensed establishment at which dogs are bred, raised for sale, trained, rented, boarded, cared for or quarantined, for profit, excluding dental, medical or surgical care. This definition shall not apply to the premises of a private dog fancier and the animals raised thereon.

CRUELTY OR TORTURE: Every act of omission or commission whereby unjustifiable physical pain, suffering or death is caused to any animal.

CUSTODIAN: Any person who has custody of any animal or permits the same to be kept or to stay on or about such person's premises.

DANGEROUS ANIMAL: Any animal which shall bite, attempt to bite or have a propensity to bite any human or animal, except that any animal that bites or attempts to bite any person or other animal unlawfully upon its owner's premises or which is provoked or teased, shall not be deemed a dangerous animal.

DOG: Both male and female.

DOG FANCIER: Any person owning, keeping or possessing on his or her property in safe and adequate facilities in excess of three (3) dogs as shall be permitted pursuant to subsection 5-3-9C of this chapter.

EARTIPPING: the removal of the distal one-quarter of a community cat's left ear, which is approximately 3/8-inch, or 1 cm, in an adult and proportionally smaller in a kitten. This procedure is performed under sterile conditions while the cat is under anesthesia, in compliance with any applicable federal or state law, and under the supervision of a licensed veterinarian. Eartips are designed to identify a community cat as being sterilized and lawfully vaccinated for rabies.

FERAL CAT: a member of the domestic species *Felis Catus* and shall mean a free-roaming cat without an owner that is typically not socialized to human contact.

FERAL CAT CAREGIVER: a person or organization who, in accordance with and pursuant to a policy of Trap-Neuter-Return, provides care, including, food, shelter or medical care to a feral cat, while not being considered the owner, harbinger, controller, or keeper of a feral cat.

FOWL: Any and all fowl and poultry, domesticated and wild, male and female, singular and plural.

HOUSEHOLD PETS: The following list of domesticated animals are defined as household pets:

- A. Domesticated dogs, excluding hybrids with wolves, coyotes or jackals.
- B. Domesticated cats, excluding hybrids with ocelots or margays.
- C. Vietnamese potbelly pig not used for commercial or breeding purposes.
- D. Domesticated races of golden hamster.
- E. Domesticated races of guinea pigs.
- F. Domesticated races of rats or mice.
- G. Two (2) or less domesticated rabbits not used for commercial or breeding purposes.
- H. Parrots, parakeets or finches.
- I. Two (2) or less ducks or doves not used for commercial or breeding purposes.
- J. All captive bred canaries.
- K. Domesticated races of goldfish.

- L. Aquarium fish, meaning those species which are listed in H. Axelrod and W. Vorderwinkler, "Encyclopedia Of Tropical Fishes", 29th edition, 1988, except those species prohibited by the Nevada division of wildlife.
- M. All nonvenomous reptile species, except those species prohibited by the Nevada division of wildlife.
- N. All species of the class Insecta.
- O. Two (2) or less chukker, partridge, valley quail, pheasant, peafowl not used for commercial or breeding purposes.
- P. Gerbils.
- Q. European ferrets.
- R. Hedgehogs.
- S. Two (2) or less laying hens not used for commercial or breeding purposes kept in a secured chicken coop.

IMPOUND: Shall not include or be construed as the voluntary turning in of any animal or fowl by the owner or custodian of such animal or fowl.

NEUTERED DOG: A dog, whether male or female, which has been surgically rendered incapable of producing offspring, as evidenced by a signed statement to that effect by a licensed veterinarian.

NONNEUTERED DOG: A dog, whether male or female, which has not been surgically rendered incapable of producing offspring, as evidenced by a signed statement to that effect by a licensed veterinarian.

PET SHOP: Any profitmaking or commercial establishment, premises or part thereof, maintained for the purchase, sale, exchange or hire of animals of any type; except that the term shall not include livestock auctions.

PUBLIC PLACES: Includes streets, alleys, public buildings, parks, schoolyards, and all other property owned or controlled by the city of Elko, county of Elko or state of Nevada.

RUNNING AT LARGE: Except as herein expressly provided, shall mean within the city and off the premises of the owner, or custodian of the animal or fowl, and not accompanied by the owner, a member of the immediate family of the owner, or the custodian of such animal or fowl, and controlled by a leash (not to exceed 8 feet) or at "heel" beside a competent person and obedient to that person's commands.

SECURED CHICKEN COOP: A covered cage or pen which houses poultry and controls free movement.

TRAP-NEUTER-RETURN: practiced by cat caregiver persons or organizations, the nonlethal process of humanely trapping, sterilizing, vaccinating for rabies, eartipping, and returning feral cats to their original location.

VETERINARIAN: A person who is validly currently licensed to practice veterinary medicine in the state of Nevada.

WILD ANIMALS AND DOMESTICATED ANIMALS: All living members of the kingdom Animalia, including those born or raised in captivity, except the following animals which are defined as domesticated animals:

- A. The species *Canis familiaris* (domesticated dogs, excluding purebred wolves, coyotes or jackals). Hybrids with wolves are also defined as wild animals until a rabies vaccination for wolf hybrids has been approved by the Nevada state board of veterinary medicine and the city has received notification of such approval. At such time hybrids with wolves will be defined as domesticated animals.
- B. The species *Felis catus* (domesticated cats, excluding hybrids with ocelots or margays).
- C. The species *Equus caballus* (domesticated horses).
- D. The species *Equus asinus* (donkeys).
- E. The species *Bos taurus* (cattle).
- F. The subspecies *Ovis aries* (domesticated sheep).
- G. The species *Capra hircus* (domesticated goats).
- H. The subspecies *Sus scrofa domestica* (swine, including Vietnamese potbelly).
- I. Domesticated races of the species *Gallus domesticus* (chicken) or *Meleagris gallopavo* (domesticated turkey).
- J. Domesticated races of the species *Mesocricetus auratus* (golden hamster).
- K. Domesticated races of the species *Cavia aperea porcellus* (guinea pigs).
- L. Domesticated races of rats or mice.
- M. Domesticated races of the species *Oryctolagus cuniculus* (rabbits).
- N. All captive bred members of the species of the families *Psittacidae* (parrots, parakeets), *Anatidae* (ducks, geese), *Fringillidae* (finches), and *Columbidae* (domesticated doves and pigeons).
- O. All captive bred members of the species *Serinus canaria* of the class *Aves* (canaries).
- P. Domesticated races of the species *Carrassius auratus* (goldfish).
- Q. Aquarium fish, meaning those species which are listed in H. Axelrod and W. Vorderwinkler, "Encyclopedia Of Tropical Fishes", 29th edition, 1988, except those species prohibited by the Nevada division of wildlife.
- R. All nonvenomous reptile species, except those species prohibited by the Nevada division of wildlife.

- S. All species of the class Insecta.
- T. All members of the subfamily Phasianae (chukker, partridge, valley quail, pheasant, peafowl).
- U. The species Bison (American bison).
- V. The species Meriones unguiculatus (gerbils).
- W. The species Llama glama (llama).
- X. The species Mustela putorius (European ferret).
- Y. The family Erinaceidae (hedgehogs). (Ord. 804, 5-25-2016)

5-3-20: DISPOSITION OF UNCLAIMED, UNREDEEMED OR INFECTED ANIMALS OR FOWL:

It shall be the duty of the animal shelter ~~supervisor~~ manager to keep all animals and fowl impounded under the provisions of this chapter for a period of not less than seven (7) days, unless sooner redeemed, released by the owner or disposed of pursuant to this chapter. If at the expiration of seven (7) days from the date of impound any animal or fowl is unclaimed it may be adopted as herein provided and if no person requests to adopt such animal or fowl under the procedures herein provided, such animal or fowl may be destroyed in a humane manner. Any animal or fowl which appears to be suffering from rabies, mange or other infections or dangerous disease shall not be released but may be forthwith destroyed by humane means. (Ord. 662, 2-28-2006)

Trap-Neuter-Return Program: trapping, for the sole purpose of sterilizing, vaccinating for rabies, and ear-tipping feral cats, shall be permitted to be practiced by feral cat caregivers and organizations, in compliance with any applicable federal or state law. As a part of Trap-Neuter-Return, spay or neuter and vaccination for rabies shall take place under the supervision of a licensed veterinarian. If the animal is determined to be a feral cat the cat may be entered into the trap-neuter-return program under the care of the cat caregiver person or organization.

5-3-21: ADOPTION AND DISPOSITION OF IMPOUNDED DOGS OR CATS:

If the ownership of a dog or cat is not proven within seven (7) days, then such dog or cat may be destroyed in a humane manner under the direction of the animal shelter ~~supervisor~~ manager; provided, however, that any such unredeemed dog or cat hereby authorized for destruction may be adopted by any person requesting the same, who shall pay a pound fee, as set by resolution of the city council, the appropriate license fee as provided in section 5-3-9 herein, the cost of rabies vaccination and shall agree to have the adopted dog or cat neutered or spayed. (Ord. 662, 2-28-2006). If the animal is determined to be a feral cat the cat may be entered into the trap-neuter-return program under the care of the cat caregiver person or organization.

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

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2020 by the following vote of the Elko City Council.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this ____ day of _____, 2020.

CITY OF ELKO

BY: _____

REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk