



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, May 25, 2021
at 4:00 P.M., P.D.T. at the Elko City Hall, 1751 College Avenue, Elko, Nevada,
and by utilizing [GoToMeeting.com](https://global.gotomeeting.com/join/249831845)

Please join the meeting from your computer, tablet or smartphone.

[GoToMeeting.com](https://global.gotomeeting.com/join/249831845)

<https://global.gotomeeting.com/join/249831845>

You can also dial in using your phone **+1 (646) 749-3122** Access Code: **249-831-845**

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, Nevada 89801

Date & Time Posted: Thursday, May 20, 2021 at 8:30 A.M.

ELKO COUNTY COURTHOUSE

571 Idaho Street, Elko, NV 89801

Date and Time Posted: Thursday, May 20, 2021 at 8:40 A.M.

ELKO POLICE DEPARTMENT

1448 Silver Avenue, Elko, NV 89801

Date and Time Posted: Thursday, May 20, 2021 at 8:50 A.M.

ELKO COUNTY LIBRARY

720 Court Street, Elko, NV 89801

Date and Time Posted: Thursday, May 20, 2021 at 9:00 A.M.

Posted by: Kim Wilkinson Administrative Assistant *Kim Wilkinson*

The public may contact Kim Wilkinson by phone at (775) 777-7110 or email at kwilkinson@elkocitynv.gov to request supporting material for the meeting described herein. The agenda and supporting material is available at Elko City Hall, 1751 College Avenue, Elko, NV or on the City website at <http://www.elkocity.com>

Dated this 20th day of May, 2021

NOTICE TO PERSONS WITH DISABILITIES

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify the Elko City Council, 1751 College Avenue, Elko, Nevada 89801, or by calling (775) 777-7110.

Curtis Calder
Curtis Calder, City Manager
Elko, Nevada

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.D.T.
TUESDAY, MAY 25, 2021
ELKO CITY HALL, CHAMBERS
1751 COLLEGE AVENUE, ELKO, NEVADA
<https://global.gotomeeting.com/join/249831845>

CALL TO ORDER

The Agenda for this meeting of the City of Elko City Council has been posted for this date and time in accordance with State of Nevada Emergency Directive 006. The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone by registering at the link above.

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: **May 11, 2021** **Regular Session**

I. PRESENTATIONS

- A. Reading of a proclamation honoring retired Superintendent of the Nevada Youth Training Center (NYTC) Greg Thornton, and matters related thereto. **INFORMATION ONLY – ACTION WILL NOT BE TAKEN**
- B. Presentation by the Silver State Stampede, and matters related thereto. **INFORMATION ONLY – ACTION WILL NOT BE TAKEN**
- C. Review and possible approval of the Fiscal Year 2021/2022 Final Tentative Budget, and matters related thereto. **FOR POSSIBLE ACTION**

Staff will provide a revised budget presentation, and will be requesting final tentative budget approval and submittal. JB

II. PERSONNEL

A. Employee Introductions:

- 1.) Jacob Ballensky, Patrol Officer I, Police Department

III. APPROPRIATIONS

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review and possible approval of Ruby Mountain Lock & Safe Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review and possible ratification of General Hand-Cut Checks, and matters related thereto. **FOR POSSIBLE ACTION**
- D. Review, consideration, and possible approval to purchase a 2021 Vactor 2100i Combination Vac Truck under the Sourcewell Contract, and matters related thereto. **FOR POSSIBLE ACTION**

Staff would like to amend this year's budget to purchase a new combination vac truck out of the sewer fund. The current frontline vac truck is 17 years old and has 123,754 miles and 2250 hours. The truck is starting to have mechanical issues and is becoming unreliable as a frontline truck. Staff would like to purchase a new truck and utilize the older truck as a backup truck. The new 2021 Vactor 2100i Combination truck is \$458,468.48 and can be purchased under the Sourcewell Contract. Staff has looked into the options of purchasing a 2022 model and augmenting next year's budget. A 2022 vac truck is one year out for production and is estimated at \$550,000 due to price increases. The 2004 frontline sewer vac truck was recently down for a few weeks with a hydraulic seal leak between the hydraulic pump and transfer case and the 2017 hydro excavation truck has been in Salt Lake having the fan system rebuilt. The 2010 combination vac truck was currently acting as frontline truck for all water leaks and sewer flushes with no backup truck available. DJ

IV. UNFINISHED BUSINESS

- A. Review, consideration, and possible approval of a Settlement Agreement and Release of Claims with Zach Woster, Chad Woster and Mercedes Woster based on a November 10, 2019 vehicle accident, and matters related thereto. **FOR POSSIBLE ACTION**

On November 10, 2019, Zach Woster sustained injuries when the vehicle he was driving collided with a fire truck driven by Robert Lino at the corner of Fifth and Idaho Streets. Mr. Lino, a volunteer firefighter with the City of Elko Fire Department, was responding to a call at the time of the collision. The fire truck was owned by the Nevada Division of Forestry and provided to the County and the City

by means of interlocal agreements. The vehicle driven by Zach Woster was owned by his parents, Chad and Mercedes Woster. No lawsuit has been filed in relation to the collision. As a result of settlement discussions, Zach, Chad and Mercedes Woster have agreed to release their potential claims in exchange for \$150,000, to be apportioned between the City and the County. CC

V. NEW BUSINESS

- A. Review, consideration, and possible approval of a Deed of Dedication for Right-of-Way, Public Utilities, and Slope Easement on APN 001-770-009, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko has been working with property owners on Elko Mountain for many years in the hopes of installing a water tank to serve a higher elevation. This will benefit existing residents and will open up a large amount of land for future development. The proposed Deed of Dedication will provide Right-of-Way to install the needed infrastructure associated with a future water tank. MR

- B. Review, consideration, and possible approval of a Deed of Dedication for Right-of-Way, Public Utilities, and Slope Easement on APN 001-770-010, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko has been working with property owners on Elko Mountain for many years in the hopes of installing a water tank to serve a higher elevation. This will benefit existing residents and will open up a large amount of land for future development. The proposed Deed of Dedication will provide right-of-way to install the needed infrastructure associated with a future water tank. MR

- C. Review, consideration, and possible approval of a Deed of Dedication for Right-of-Way, Public Utilities, and Slope Easement on APN 001-770-011, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko has been working with property owners on Elko Mountain for many years in the hopes of installing a water tank to serve a higher elevation. This will benefit existing residents and will open up a large amount of land for future development. The proposed Deed of Dedication will provide Right-of-Way to install the needed infrastructure associated with a future water tank. MR

- D. Review, consideration, and possible approval of a Grant of Easement for Utilities and Slope on APN 006-31E-001, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko has been working with property owners on Elko Mountain for many years in the hopes of installing a water tank to serve a higher elevation. This will benefit existing residents and will open up a large amount of land for future development. The proposed Grant of Easement will provide an easement to place a future water tank and associated utility infrastructure, as well as a slope easement. MR

- E. Review, consideration, and possible approval of a Grant of Easement for Utilities, Drainage, and Access on APN 001-553-009, and matters related thereto. **FOR POSSIBLE ACTION**

The Ruby View Heights subdivision was developed as a County development and was subsequently annexed into the City. The subdivision was designed to direct all of the subdivision drainage to the subject lot and drain out to Ruby Vista Drive. This lot was originally dedicated as a park with open drainage meandering through the property. In the years since, the parcel has become private property, but has remained vacant. The current property owners are planning to develop the lot with a single-family residence and pipe the drainage under the property. The City of Elko has determined that, in order to maintain the established drainage of the subdivision, an easement is required to protect this new drainage pipe. The proposed Grant of Easement will establish this goal. MR

- F. Review, consideration, and possible final acceptance of Airport Improvement Project No. 3-32-0005-051 (AIP 51) Purchase Snow Removal Equipment, and matters related thereto. **FOR POSSIBLE ACTION**

On May 12, 2020, City Council awarded a bid to Wausau Equipment Company in the amount of Two Hundred Sixty-Nine Thousand Five Hundred Twenty-Five Dollars (\$269,525.00). Wausau Equipment company delivered SRE Snowplow with a 22ft blade and an 1800-gallon De-icing tank on a Freightliner Chassis. Associated training with Staff on the equipment was completed May 6th and 7th. Wausau Equipment Company has substantially completed their contractual agreements. JF

- G. Review and possible award of an advertising contract to Lamar Airport Advertising to provide for the advertising within the airport terminal, and matters related thereto. **FOR POSSIBLE ACTION**

On May 11, 2021, Council awarded a bid to Lamar Airport Advertising and authorized Staff to negotiate a five (5) year agreement. JF

VI. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Review, consideration, and possible action regarding a petition from Ms. Beth Meza and other community members requesting to name Field # 2 at the Elko Sports Complex after Hal Hibbert, and matters related thereto. **FOR POSSIBLE ACTION**

Community members have petitioned the Council and are requesting that Field # 2 at the new Elko Sports Complex be named after Hal Hibbert for his many years of dedication and service to the Elko Community especially related to youth baseball. A copy of the City of Elko's field naming policy has been included in the packet for review. JW

VII. 5:30 P.M. PUBLIC HEARINGS

- A. Second reading, public hearing, and possible adoption of Ordinance No. 859, an ordinance amending Sections 2-1-2 (Applicability) and 2-1-4 (Permits) of the Elko City Code relating to accessory buildings, and matters related thereto. **FOR POSSIBLE ACTION**

The first reading of Ordinance No. 859 was conducted on May 11, 2021. MR

- B. Second reading, public hearing, and possible adoption of Ordinance No. 860, an ordinance amending Sections 3-2-2 (Definitions), 3-2-5 (Residential Zoning Districts), 3-2-6 (RB Residential Business District), and 3-5-4 (Uses Permitted and Minimum Standards) of the Elko City Code relating to accessory buildings, and matters related thereto. **FOR POSSIBLE ACTION**

The first reading of Ordinance No. 860 was conducted on May 11, 2021. MR

- C. Second reading, public hearing, and possible adoption of Ordinance No. 861, an ordinance amending Title 3, Chapter 2, of the Elko City Code "GENERAL ZONING ORDINANCE" specifically Sections 3-2-4; Establishment of Zoning Districts, 3-2-19; Nonconforming Uses & 3-2-21; Amendments, filed and processed as Zoning Ordinance Amendment No. 1-21, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission held a public hearing on May 4, 2021, and took action to forward a recommendation to Council to adopt an ordinance, which approves the zoning ordinance amendment. City Council held the first reading of Ordinance No. 861, on May 11, 2021, and set the matter for second reading, and public hearing. CL

- D. Review of bids received and subsequent public auction for the sale of approximately 2,643 square feet of City owned property located generally northeast of the intersection of Sewell Drive and Sage Street, referred to as APN 001-013-018, and matters related thereto. **FOR POSSIBLE ACTION**

On April 27, 2021, City Council approved Resolution No. 15-21, which set forth the conditions of the public auction for the sale of City owned land. The minimum sale price must be \$12,500.00 payable in cash or cashier's check at close of sale which shall be within sixty (60) days of acceptance by the City Council of the highest bid. A copy of Resolution No. 15-21 has been enclosed in the agenda packet for review. CL

VIII. REPORTS

- A. Mayor and City Council
- B. City Manager
- C. Assistant City Manager
- D. Utilities Director
- E. Public Works

- F. Airport Manager
- G. City Attorney
- H. Fire Chief
- I. Police Chief
- J. City Clerk
- K. City Planner
- L. Development Manager
- M. Financial Services Director
- N. Parks and Recreation Director
- O. Civil Engineer
- P. Building Official

COMMENTS BY THE GENERAL PUBLIC

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

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

ADJOURNMENT

Respectfully Submitted,



Curtis Calder
City Manager

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

SS May 11, 2021

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, May 11, 2021. Due to the restrictions found in the State of Nevada Emergency Directive 006, the meeting was held in the council chambers, 1751 College Ave., Elko and via GoTo Meeting.

This meeting was called to order by Mayor Reece Keener. He stated the agenda for this meeting has been posted for this date and time in accordance with State of Nevada Emergency Directive 006. The public can participate in person, by phone, tablet, laptop, or computer by registering with the GoTo Meeting link provided in the agenda. Questions can be sent to cityclerk@elkocitynv.gov.

CALL TO ORDER

ROLL CALL

Council Present: Mayor Reece Keener
Councilwoman Simons
Councilman Chip Stone
Councilman Bill Hance
Councilman Clair Morris

City Staff Present: Curtis Calder, City Manager
Scott Wilkinson, Assistant City Manager
Kelly Wooldridge, City Clerk
Candi Quilici, Accounting Manager
Jan Baum, Financial Services Director
Dennis Strickland, Public Works Director
Dale Johnson, Utilities Director
Cathy Laughlin, City Planner
Jim Foster, Airport Manager
Matt Griego, Fire Chief
Jack Snyder, Deputy Fire Chief
Ty Trouten, Police Chief
Dave Stanton, City Attorney
Michele Rambo, Development Manager
James Wiley, Parks and Recreation Director
Bob Thibault, Civil Engineer
Jeff Ford, Building Official
DJ Smith, Computer Information Systems Coordinator
Paul Willis, Computer Information Systems Coordinator
Diann Byington, Recording Secretary

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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

There were no public comments.

APPROVAL OF MINUTES: April 27, 2021 Regular Session

The minutes were approved by general consent.

II. PERSONNEL

A. Employee Introductions:

- 1.) Joshua Montoya, Firefighter, Fire Department

Present and introduced.

B. Swearing in of the Fire Department Driver/Operator II and Fire Marshal, and matters related thereto. **FOR POSSIBLE ACTION**

Jack Snyder, Deputy Fire Chief, introduced the Fire Department members and asked them to come to the front of the room.

Councilman Stone administered the oath to the firefighters. Family members pinned the new badges onto their uniforms.

I. PRESENTATIONS

A. Update by Jon Griggs, Chairman of the Western Folklife Center, Board of Trustees, on the National Cowboy Poetry Gathering, and matters related thereto. **INFORMATION ONLY – ACTION WILL NOT BE TAKEN**

Jon Griggs, Western Folklife Center and Board of Trustees, said it is this time of year they make amendments to artists' venues for the January gathering. In June of last year, they made the decision to not have the gathering. He announced they are planning a full live in-person event for this coming January. They are committing to artists and venues right now. There is still some risk. If we still have the state mandates for social distancing and masks, we will be scrambling for capacity for venues and such. The theme will be Keeping the West Wild. The Western Folklife Center and the Cowboy Poetry Gathering are very important to him. It is important to him to keep it here and he does his best to do that. He appreciates Council's support.

B. Presentation of City of Elko IT Department Year in Review, and matters related thereto. **INFORMATION ONLY – ACTION WILL NOT BE TAKEN**

Oasis Online began management of the City of Elko IT Department July 1, 2020. Dan Slentz, Owner of Oasis Online is presenting a City of Elko IT Department year in review. JB/DS

Dan Slentz, Oasis Online, gave a presentation (Exhibit "A").

Mayor Keener said he has had a few suspicious emails and some employees have had their system compromised and hacked. He is worried about someone coming in and taking control of our network. Is there anything else he could do to mitigate that threat.

Mr. Slentz answered no. They have someone that is checking the backups daily and they have people performing vulnerability tests from the outside as a bad actor on a regular basis. It comes down to education and making sure the employees understand what those telltale signs are of a phishing email. The biggest threat is someone clicking on something they shouldn't.

Curtis Calder, City Manager, said there is coverage through the insurance POOL policy for cyber-attacks. Dan has worked with other POOL members that have had attacks. We have a really good team on the reactive side too. Dan is more proactive. He commended Dan, his team, as well as our own IT team, including Jan Baum who is constantly communicating with Dan and his team. We are in a much better position in our IT Department than we were a year ago.

Mr. Slentz introduced the local IT Technicians and his team.

Jan Baum, Financial Services Director, said we have a great relationship with Oasis Online. Their professionalism and reaction to our needs has been unbelievable. She thanked Mr. Slentz and his entire team.

- C. Presentation by Duncan Golf Management regarding Ruby View Golf Course, and matters related thereto. **INFORMATION ONLY – ACTION WILL NOT BE TAKEN**

Scott Wackowski, Duncan Golf Management, gave a presentation (included in packet).

Mayor Keener asked if they will be selling golf clubs in the club house.

Mr. Wackowski answered yes. They won't sell a lot of hard goods but they will have some. Full sets are typically bought as a custom order.

Mayor Keener asked if they are getting many hits on their Facebook page.

Mr. Wachowski answered they posted an add on Facebook that they were looking for employees. He didn't have the numbers with him but it has been productive so far. They do not use Facebook as a way to let people know of any issues at the course. They use it for promotions mainly. They will not put daily operations on Facebook.

Tim Pruitt, Lamoille, wanted to say welcome to Duncan Golf Management. The Council doesn't play much golf other than Councilman Morris. He asked that Duncan Golf start a relationship with the Men's Association and talk to the Men's Association about their plans with the Golf

Course. As golfers, we are excited to see anyone that is excited about golfing. We need to give the Council real feedback. He encouraged them to work with City Council to come up with ways to get the course back to what we would expect it to be, and what we are used to playing the last 30-35 years. Many of the golfers are concerned with the downward trend they have seen over the last 7-9 years. They are concerned on how it will turn around and they know the superintendent is struggling with manpower. When he was young, once a month the Men's Association volunteered to do some work at the golf course and they would be willing to help out now.

Mr. Wackowski stated their Golf Professional has met with the Ladies' and the Mens' Associations. If he isn't reaching out, they have events on the books. He personally does not meet with the Men's and Ladies' clubs; he leaves that for the Golf Professional. He is willing to sit with them and would love to meet everybody but that isn't typically what he does. Just so everybody understands, Duncan Golf Management oversees the Clubhouse operations, which is food, beverage and golf. They work closely in support of the Golf Superintendent, but the City and the superintendent maintain the golf course. Winter desiccation is the leading killer of dirt grass in Northern Nevada, and this was a bad year for that everywhere. There are a lot of golf courses that are having truckloads of sod delivered to get ready for the golf season. This is not an isolated issue to Ruby View.

Jon Warrenbrock, Elko, said, as you might know, the golf course has 9 positions available and currently only 3 are filled. The superintendent has some projects they are working on. They have been over-seeding the T-boxes and fairways. They have some projects that volunteers can come and help them with. They are anxious to have volunteers come up and help. The golf course is severely understaffed.

Mr. Pruitt said the Men's Association would be more than willing to help out.

D. Presentation by Applied Analysis entitled "Ad Valorem (Property) Tax Rate Analysis – Alternatives and Key Considerations," and matters related thereto.
INFORMATION ONLY – ACTION WILL NOT BE TAKEN

Curtis Calder, City Manager, pointed out there was a new hard copy of the report on the desk (Exhibit "B"). There was a recent addition to the report. It is an additional scenario that Elko County asked for. The City and the County jointly funded this study.

Jeremy Aguero, Applied Analysis, gave a general overview of the report.

Mayor Keener asked about the gap year funding. He understands what happens in Fiscal Year 2021-2022 when that goes away, but please explain the graph in chart one.

Mr. Aguero answered that is on page 6, chart 1. What happens is, lets imagine that the tax rate was rounded off, and the value of his home was \$100,000. If the tax rate is \$1 and his property is \$100,000 and his property goes up by 10% to \$110,000, his property tax bill can only go up by 3%. The balance has to be otherwise abated. That is what this chart is saying here. What if my property value remained flat and the Council decided to raise the property tax from \$1 to \$2. Obviously, his property tax bill will jump. But it can't double in the State of Nevada. Residential home owners tax bill are restricted to increasing no more than 3%. Let's imagine that property rate dropped. That is what is happening in the City of Elko with the \$0.75 rate going away. In the

second year his tax rate would go from \$1 for \$100 of assessed value to \$0.25 per \$100 of assessed value. This is great for me because my tax goes down by a very large amount. But then we realize we have capital needs here in the City. The City Council decides to come back and take it to the \$1. In the chart it shows the incremental increases, 3% a year. You can eventually catch back up but it will take a very long time.

Councilwoman Simons asked Mr. Aguero to clarify that there is an option in which the County says they are going to use that whole tax rate that the School District was using and the City doesn't have any options.

Mr. Aguero answered the City always has options. The County has the option to increase their tax rate and then everyone will get their proportional share of the increase of the taxes that are available. You wouldn't get as much but you would get an increase in revenue.

Chris Johnson, 123 Woods Court, said there were two things that needed to happen to get the pay-as-you-go tax in place: voter approval and County Commissioners to raise the tax. He has thought about the voter approval and he is concerned and wonders how can the tax remain in place without voter approval?

Mr. Aguero answered because of the increment that is available to both the City and the County. They have the ability to increase their own tax rates so long as they remain under \$3.66. That point is a fair one on a number of levels. He didn't think the Elko County School District could re-impose this tax without having the vote of the people. The City can increase their operating tax rate to the legislative cap without the vote of the people so long as Elko County increases their tax rate up to the \$3.66 cap.

Mr. Johnson asked what is happening with the School District. They still need money for capital projects. This tax only comes up every 10 years and wasn't promoted. With some promotion and listening to folks, it would have made a difference. He has been in Council meetings and has asked as a citizen to look at the importance of schools and our students. What is the plan for the School District, what are their needs and how do we include Elko County School District with the plan between the City and the County?

Mr. Aguero said that was another fair question but his analysis was focused on what the tax increase would be and what the options look like. Someone is going to have to pick up the slack as it relates to school capital. He didn't have an answer for that.

Mr. Johnson asked if the County Commission could raise the tax and then enter into a local agreement with the School District for the next 10 years? Was that something the County and the School District could work out and keep it as a vote by the commissioners?

Mr. Aguero answered they would have to be careful with structuring that properly. NRS 361.457 creates prohibitions against agreements between local governments. We have to be careful that we are not creating anything that would violate that. There are about 10 ways it can be accomplished between the County and the School District.

Mr. Calder said he has reached out to the School District well over a month ago to try to have a conversation but he has not gotten a response. He wasn't sure if that was the same with Elko

County. There has not been a lot of communication. All of these local governments are on a timeline to submit their budgets. We were under the gun to put in the rate or lose it forever. We made the recommendation and the Council approved that under the tentative budget. His job is to advocate for the citizens of our community and that is what his recommendation was and City Council supported that.

Mayor Keener said he has heard talk of a special election in November but he has also heard from people that are more in the know in this than he is; that has already been foreclosed on because key dates have been missed for filing for a special election.

Mr. Calder stated that in order to facilitate a special election the School District needs to declare an emergency (and that may be on their agenda tonight to declare an emergency) so they can get standing before the Elko County Debt Commission. That is up to their board. If they can declare an emergency, then all of the other taxing entities can challenge that. We will wait and see what happens.

BREAK

IX. 5:30 P.M. PUBLIC HEARINGS

- A. Review, consideration, and possible action to rename a portion of Powder House Road to Elko Mountain Way, and matters related thereto. **FOR POSSIBLE ACTION**

Staff is working toward acquiring Rights-of-Way and easements to allow for the installation of water mains and tanks in the area of Powder House Road. The proposed alignments of streets in the future development creates an intersection where Powder House Road would make a 90° bend if both sections were to remain as Powder House Road. Changing the name of the section nearest Lamoille Highway to Elko Mountain Way allows all of the residents using a Powder House Road address to maintain that address. No existing addresses would be affected by this proposed change. BT

Bob Thibault, Civil Engineer, explained this won't affect any addresses. The display map was in the packet that shows the layout of the future roads. You can see where it would make the 90-degree bend at the intersection. He was proposing changing the stretch from Lamoille Highway to the intersection so that all of the residents can maintain their addresses. There was a letter from Emma Barrington that Mr. Thibault read into the record (included in the packet). The existing sign for Powder House Road that is at Lamoille Highway, that is a lighted sign and it is fairly expensive to replace. It is also in a state of disrepair and not currently functioning. It already needs to be replaced. Regarding the Errecart Blvd. loop, he doesn't foresee anything on that side of the highway being Errecart Blvd. Errecart will connect from Lamoille at the hospital over to Bullion Road and Silver Street. He appreciates Ms. Barrington's letter but he felt they were justified in doing this name change regardless of those concerns that may not be appropriate.

Mayor Keener asked if we can't make it continue to be Powder House Road.

Mr. Thibault answered it is not a good practice. When a street makes a turn at an intersection, usually if you want to stay on the street that you are on you go straight through the intersection and not turn. Elko Mountain Way would continue to the east of that intersection up the hills and Powder House Road would continue straight south.

Scott Hubbard, 332 Powder House Road, stated his biggest concern is that we are talking about less than a quarter of a mile of a road, an established road. We are going to have Errecart Blvd on the other side at the hospital and we are Powder House Road (which was the first road up there) and now we are going to name another one right in the middle for a short change. He saw no benefit to anybody but the City. If the City wants to take over maintenance to this road, then knock yourselves out. Right now there is no maintenance on that road other than what the homeowners do to that road. He has issue with someone coming in and telling them the road name will change and there will be no benefits to this. He asked for a little bit back. They did allow another road to come up from Stitzel and tie into their road two years ago, which basically tripled the volume of traffic on that road. He is still the guy out there maintaining it.

Mr. Thibault admitted that he had no knowledge as to the maintenance. What we are trying to do is create that street on paper so that it can be built and eventually paved. If we can get those water lines constructed, which is the first step that the city intends to do up there, that would involve some grading of those roadways to the proper elevation and to the design of the subdivision that would be up there. It would allow for it to be developed and paved at such time. We are about to record a Deed of Dedication for that stretch of road.

Mr. Hubbard asked if there was an easement across there because he didn't believe there was.

Mr. Thibault answered there is an easement along that stretch. The BLM does not state an exact location; it's just across that quarter of the section that is presumed to follow the existing street. This will make it wider to a proper roadway width and define an exact location.

Scott Wilkinson, Assistant City Manager, emphasized the fact that we are working with the owners of this property. We have worked with the owners for 8-9 years. They have done a lot of engineering and have spent a lot of money on it. These road alignments you see are a result of that effort. We are working with them also to get some easements dedicated for roadways, waterlines and a tank site. Elko Mountain Way plays into that. That is what they would like to have that road called.

Dennis Strickland, Public Works Director, said he would think that if we are creating right-of-way and putting utilities in that section, that would tie us to providing some sort of maintenance to that piece of road. That has been a road but not a road maintained by the City of Elko for 17+ years.

Sheldon Hetzel, Elko West Properties, 781 W. Silver Street, said they would be a property owner that would benefit by the proposed utilities. They are excited to support this effort and cause and see it coming along. He did agree that driving up Lamoille Highway can be a bit confusing when there is a sign with Errecart Blvd going one way and Powder House Road going the other way. He appreciated the concept of extending Errecart the other way and thought it could be a compromise. There is a large portion of land that is annexed into the City that will benefit from these services coming through. If the proposed development of the water tank and such come into

being, it is a game changer for the City. It provides opportunity that will allow things to be developed. He appreciates the work that Mr. Thibault has put in.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, to approve the street name change for a portion of Powder House Road to be named Elko Mountain Way as shown on the map included in the packet.**

The motion passed unanimously. (5-0)

VIII. PETITIONS, APPEALS, AND COMMUNICATIONS

- B. Review, consideration, and possible approval of a request from Elko POW/MIA Association for the closure of the round parking lot and the end parking lot in the Elko City Main Park for the Les Brown Memorial/Celebration of Life to be held on June 12, 2021, and matters related thereto. **FOR POSSIBLE ACTION**

The Elko POW/MIA Association are planning a memorial for Les Brown and would like to have it at the Main City Park. They would like to close a couple of the parking lots within the Park as they estimate at least 200 attendees. KW

Kelly Wooldridge, City Clerk, explained they are expecting about 200 people for this event and they are asking to close the circle parking lot in the middle and the end parking lot. Usually when people are renting the park they are getting the parking lots but they were concerned and wanted the parking lots only accessible for the people that are attending the event. She thought someone was present to talk about this.

Ken Adams, New Director Elko POW/MIA Association, said they are expecting a lot of people and parking will be an issue. There will be some parking at the VFW and the old EPD lot. The bikes that are coming in will be carrying the remains. He wanted the circle for the bikes. The ceremony will be in space one, 7, 8 & 9. He is very concerned with the parking for the event.

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to approve the closure of the cul-de-sac parking in the Main City Park on June 12, 2021, for the POW/MIA Les Brown Memorial.**

The motion passed unanimously. (5-0)

V. UNFINISHED BUSINESS

- A. Review, consideration, and possible action for a determination from City Council on how to control public access to the golf course ponds, and matters related thereto. **FOR POSSIBLE ACTION**

The ponds were lined in the fall of 2020 and then refilled with water. Since that time there has been two instances where animals have gone into the ponds and could not get out without assistance from the owners. Once the owners of the animals entered the ponds they were also unable to exit the pond without assistance.

City Staff has implemented further safety measures in response to these incidents.

- Added additional warning signage around the ponds.
- Raised the pond level 24" to reduce the amount of exposed liner on the banks.
- Attached safety ladders around the ponds banks and life rings at these points.

NDEP has determined it is the City's responsibility to control public access to the ponds since this is a publicly owned course. Staff is requesting determination from City Council on how they would like to control public access. DJ

Dale Johnson, Utilities Director, gave a presentation showing the options (included in the packet).

Mayor Keener asked for Mr. Johnson's recommendation.

Mr. Johnson answered keep dogs on leashes. Staff has discussed the fence netting around the ponds and the stairs. It depends on what's the best option.

Mayor Keener thought when the water level goes down people will go down the stairs and retrieve balls.

Councilwoman Simons agreed that it almost made going into the ponds inviting. She wondered if they could put signs all around it to make it obvious that you should not go in there.

Councilman Stone asked if dogs are not allowed.

James Wiley, Parks and Recreation Director, answered there is no official ban of dogs on the golf course, but they are supposed to be on leashes. Both of the instances we have had, the dogs were not on a leash. The dog park was proposed as a way to keep the dogs off the course and the ball fields.

Councilman Stone thought, regarding the net on the bottom, eventually sludge will get on that. Stairs are inviting people to get on there. He thought #4 was the most cost effective. If balls go over the netting with #5, will they go into the pond?

Mr. Johnson answered yes.

Mayor Keener said he has heard option #4 floated but have that fence be below grade so you wouldn't be able to see it from the course.

Mr. Johnson answered the majority of it you would not be able to see.

Councilman Morris said the golfers also have to take some responsibility. He liked the steps idea and the cheaper netting option. It is a city-owned golf course but the users need to take some responsibility as well. We can't fix everything for everybody. He has never seen a fence around a water pond.

Tim Pruitt, Lamoille, said Council asked what the golfers might want. We talked about putting in a 6-ft fence but that would change the play. By his understanding, once the grass regrows up to the rocks, if a golfer hits a ball right down to the edge of those rocks without a fence they will still be able to play over the pond or around the pond. Even a 5-ft fence at the rocks, if your ball goes right up against those rocks where you can still play it, then you can still play over the pond and make a typical play of that hole. He thought the steps were a good option. He has been in safety for 36 years so he could tell you that most of the golfers will not go into the ponds for a ball. The people that may go into the pond are the weekend golfers that may not understand the rules and ethics of golfing and they might see those steps and go down there. That is when you need the signage and maybe a one-way swing fence at the steps to control the access into the pond. The escape ramps will last a long time and the maintenance will be minimal. He felt the golfers would recommend the escape ramps.

Councilman Stone asked about the netting. Does it need to be a certain height?

Curtis Calder, City Manager, answered in discussion with NDEP, if this were a park, which it is not according to NDEP, that is why we are able to not do a 6-ft chain-link fence. One alternative, the fence netting would be below grade on the shelf below the rocks in the dirt section around the pond liner and you would only see it on the SE corner. It is not 6-ft tall and because it is secured at the bottom as well as the top, it should be effective in keeping all animals and hopefully kids out. In his estimation, that was probably the safest alternative.

Sheldon Hetzel, 781 W. Silver Street, complimented staff for putting together all the options. On option #2 you clearly have that as if you are lining the entire pond with it. What if you only put in a section just like that and put in a couple set of stairs. If the animal can find its way around the pond and find that and get out, would that be a cheaper alternative?

Mr. Calder pointed out this time of year the golf course is open. Both instances that occurred happened when the golf course was closed for the season. The animal side of it, no one wants to see an animal die but you also don't want to see a person go after an animal trying to help an animal and end up in a situation where there is no help. There are no golfers at that time and no one can hear anything.

Councilman Stone asked how much would it cost for staff to install that netting fence.

Mayor Keener wondered how staff would have time to install that when there is only three people working at the golf course.

James Wiley, Parks and Recreation Director, answered that creates some issues for the staff. They are already swamped at the golf course and can barely keep up with the mowing. If we are going to do the rope ladders, we already have rope ladders up there. He would much rather go with the stairs because they are going to hold up longer.

Eric Lattin, Black Dolphin Engineering, 425 Andy's Way, said all of these options seem reasonable from the engineering standpoint. When you install fencing, there is an anchor trench that the liner is attached into. The fence needs to be put in behind the anchor trench and move the rocks to be in front of the fence. He did not like the rope ladder because an animal may get stuck

in that. Those liners are slick. The steps may be a really good option but he wasn't sure how an animal would navigate the steps.

Mayor Keener thought it wouldn't be possible to put the fence in below grade level because of that anchor trench.

Mr. Lattin said there is a cut slope lined with rip-rap and then there is a bench where the liner anchors in. He indicated on the white board where the fence would go in. We cannot puncture the liner. The ponds are sunken down. The fence would go in below the cut slope.

Mr. Pruitt said the fence would still change the play of that hole. The fence will be the same elevation of the fairway. He understood the logic of a deer trying to get up on some netting. With the stairs, in his opinion, what they have found with animals and such in the pond, they will swim around until they find something. They can navigate stairs. The one-way gate at the top might panic a deer a little bit. The option of the fabric, everything can go up and down on the fabric and it won't change the aesthetics of the course. He and the other golfers he has talked to hope the fence is not the decision tonight. He felt it was a very poor design on the ponds and the banks are way too steep. We should have benched them or done something different. Now that we have to live with this, let's not make a bad scenario worse by changing the whole course.

Giovanni Puccinelli, 544 Skyline Drive, President of the Men's Association, said he has been listening to things. The one thing he agrees with Mr. Pruitt with is that you don't want to affect the aesthetics. He has played a lot of courses and you just don't see fences out there surrounding the ponds. He liked the steps idea. He agreed completely with Councilman Morris that people need to start taking responsibility for their own actions. Maybe put some leash laws in place on the golf course. When Steve Wackowski from Duncan Golf was giving his presentation, there was a comment made to get together with people. We used to have a golf financial board that Councilman Morris was on. Why not make it a Golf Advisory Board to where maybe you can have them be a liaison between the City Council and the Golf Course. That might help things out.

Mayor Keener didn't think a fence was practical. People do need to be responsible for their actions. You don't just land in one of those ponds; you have to make an effort to get down in there.

Councilman Hance said anyone can sue you for anything. People have embraced that. If we do nothing we are opening ourselves up for lawsuits.

Dave Stanton, City Attorney, said the Council can go any way with these options. The Council does have a certain amount of immunity from suing for decisions made in this capacity. The immunity is discretionary. We need to maintain the facilities with the public's best interest considered. A fence would keep everyone and everything thing out but the golfers would be impacted by that. If the steps or anything else was chosen, Council would need to make a finding for that. He also recommended some signage around the ponds.

Mayor Keener was thinking about the comments made by Giovanni Puccinelli. He was in the mind to take no action on this and remand it to the Golf Course Financial Committee for their recommendation on this.

Councilman Hance didn't think we had the time to bounce this back to a committee that isn't even in session right now. The safety liability of this is going to be short.

Mayor Keener stated that staff has taken some mitigation action by putting in some ladders and the life-rings. There is also signage that has been put out. We are on notice but it isn't like we haven't done anything.

Mr. Johnson said we are in compliance with NDEP and they have left it in our hands to do what the City wants to do.

Mr. Lattin said these ponds were existing. All we did was muck them out and relined them. They did not change any of the geometry of these. We had to hold the same volume of water that was there previously. NDEP approved this. Part of this approval was the signage and the life-ring. When he reached out to NDEP and told them the problem, they didn't understand what the issue is, and tell people to keep their dogs out of the golf course.

Councilman Morris thought we could put some ramps in for \$499 with some additional signage.

Councilman Stone liked that with the addition of the ladders. That way we are taking care of the people and the animals. If they can't get out, they shouldn't be in there anyway. That would give us 6 options to get someone out. If we create those options, the animals can be handled inexpensively and a ladder for people.

Councilman Hance said as long as we are in compliance with the permit then, anything else is just a bonus.

**** A motion was made by Councilwoman Simons to select Alternative #1, slope steps for each of the ponds and make the finding that is a cost effective method for people to be able to climb out in the case of an emergency, that will not impact the utility of the golf course, and ensure a way out in the case of an accident, and also ask that we include extra signage reminding people to keep dogs on leashes and stay out of the water.**

Councilman Stone said he would second it with the addition of Alternative #1, pet friendly ramps.

Councilman Morris thought that would be important. Not only would animals get out of it but people could also crawl out on that if they had to.

Councilwoman Simons thought they only needed one or the other.

Councilman Stone said he would like to see both. Dogs can't read. If they go swimming around the ramp will be easier for them to find. He would like to see it for the cost.

Mr. Pruitt said the steps would go all the way within 3 feet of the bottom. All year long most of the stairs are in the water. The dog ramps can have fabric that runs clear to the bottom of the pond. Then anything can walk out on the fabric. It is just the plastic you can't walk on. He asked what would be wrong with also getting an inexpensive temporary fence for the off-season to go around the pond since that is when the issues have happened.

Councilwoman Simons wanted to provide a reasonable route and not multiple routes. She did not accept the addition to her motion.

Councilman Hance seconded the original motion.

Councilman Stone and Councilman Morris wanted to go on the record that they would still like to see the escape ramps.

Councilwoman Simons restated her motion was to have the steps with extra signage.

The motion passed. (3-2 Councilman Stone and Councilman Morris voted against.)

II. PERSONNEL (Cont.)

- C. Review and possible approval of an adjustment to the City of Elko Management Compensation Schedule, for the positions of Police Captain and Police Lieutenant, effective July 1, 2021, and matters related thereto. **FOR POSSIBLE ACTION**

Due to ongoing salary compaction within the City of Elko Police Department, Staff is recommending that the position of Police Captain be moved from Grade 37 to Grade 39, and that the position of Police Lieutenant be moved from Grade 32 to grade 36. Although the position of Police Captain is currently vacant, there are two (2) Police Lieutenants currently employed at the Elko Police Department. The fiscal impact for the proposed adjustment is less than \$10,000 for FY 2021/2022. A copy of a memo to the Human Resources Manager has been enclosed in the agenda packet for review. CC

Curtis Calder, City Manager, explained this should address the ongoing compaction we have with the collective agreements. This will add 4 steps to the Lieutenants and hopefully provide for incentive for the Sergeants to step up to the Lieutenant positions as the Lieutenants retire or promote to Captain.

Mayor Keener spoke in favor of the adjustment.

Councilman Morris was also in support of the adjustment.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve an adjustment to the City of Elko Management Compensation Schedule for the positions of Police Captain and Police Lieutenant, effective July 1, 2021.**

The motion passed unanimously. (5-0)

III. APPROPRIATIONS

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

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the warrants in the amount of \$1,041,902.19.**

The motion passed unanimously. (5-0)

- B. Review and possible ratification of General Hand-Cut Checks, and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the Hand-Cut checks in the amount of \$56,883.84.**

The motion passed unanimously. (5-0)

IV. SUBDIVISIONS

- A. Review, consideration, and possible acceptance of Public Improvements for the Tower Hill Phase 4 Subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

The City Council approved Final Map 8-20 on November 10, 2020. A Performance and Maintenance Agreement was entered into on that same day.

The Developer has completed the public improvements in accordance with the approved plans. The City is in receipt of the required Certification of the project by the Engineer of Record. Upon acceptance of the public improvements by the Council, the Developer is required to provide maintenance security in the amount of \$13,850.80 for a 12-month maintenance period. MR

Michele Rambo, Development Manager, explained they have completed the improvements and they have passed the inspections. She did receive the maintenance bond today.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to accept the public improvements for the Tower Hill Phase 4 Subdivision.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible conditional acceptance of Public Improvements for the Tower Hill Phase 3 Subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Council approved Final Map 15-19 for Tower Hill Phase 3 on February 25, 2020. A Performance and Maintenance Agreement was entered into that same day.

The Developer has substantially completed the Public Improvements in accordance with the approved plans with the exception of a portion of the Lamoille Highway shared-use path. The developer is asking for a conditional acceptance with the understanding that the pathway will be completed prior to the City releasing the

remaining portion of the Performance Bond provided to the City in January of 2021. The City is in receipt of the required Certification of the project by the Engineer of Record. Upon acceptance of the Public Improvements by the Council, the Developer is required to provide maintenance security in the amount of \$102,095.20 for a 12-month maintenance period. This bond has already been paid.
MR

Ms. Rambo explained this item is slightly different because it is a conditional acceptance. We were waiting for the completion of the pathway. It still needs to be inspected. We do already have the maintenance bond.

Scott MacRitchie, Tower Hill, Jordanelle, Third Mortgage, said he would like to get the signatures on the plat for Phase 4 to they can record it. For Tower Hill Phase 3, we did complete the trail and they still need to go through the process to get it certified. He asked for a partial release of the bond up to the amount that Ms. Rambo has asked to hold back for the 1-year maintenance bond.

Mayor Keener stated he would be out of town Wednesday and Thursday but could sign the map on Friday.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, for conditional acceptance of public improvements for the Tower Hill Phase 3 Subdivision with the noted exception.**

The motion passed unanimously. (5-0)

VI. NEW BUSINESS

- A. Review, consideration, and possible approval of a Settlement Agreement and Release of Claims with Zach Woster, Chad Woster and Mercedes Woster based on a November 10, 2019 vehicle accident, and matters related thereto. **FOR POSSIBLE ACTION**

On November 10, 2019, Zach Woster sustained injuries when the vehicle he was driving collided with a fire truck driven by Robert Lino at the corner of Fifth and Idaho Streets. Mr. Lino, a volunteer firefighter with the City of Elko Fire Department, was responding to a call at the time of the collision. The fire truck was owned by the Nevada Division of Forestry and provided to the County and the City by means of interlocal agreements. The vehicle driven by Zach Woster was owned by his parents, Chad and Mercedes Woster. No lawsuit has been filed in relation to the collision. As a result of settlement discussions, Zach, Chad and Mercedes Woster have agreed to release their potential claims in exchange for \$150,000, to be apportioned between the City and the County. CC

Curtis Calder, City Manager, stated staff requests this item to be tabled because they have not received the signed version of the settlement agreement.

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to table this item.**

The motion passed unanimously. (5-0)

- B. Review and possible award of an advertising proposal from Lamar Airport Advertising to provide for the advertising within the airport terminal, and matters related thereto. **FOR POSSIBLE ACTION**

On March 9, 2021, Council authorized Staff to solicit proposals for the Airport Advertising Concession Agreement. Proposals were opened April 23, 2021. The airport received one (1) proposal from Lamar Airport Advertising. Lamar Airport Advertising is the current concessionaire for the airport. JF

Jim Foster, Airport Manager, explained he provided the proposal for review in the packet. There was only one. Lamar is a great company. He was looking for acceptance of the proposal and would come back with an agreement at a later council meeting.

**** A motion was made by Councilman Stone, seconded by Councilman Morris, to accept a proposal from Lamar Airport Advertising for the Airport Advertising Concession and authorize staff to negotiate a 5-year agreement to be presented to City Council for a future meeting.**

The motion passed unanimously. (5-0)

Shauna Forsythe, Lamar, thanked Council for their approval. They are proud to be the advertising concessionaire. Working with Mr. Foster and his staff has been phenomenal. Lamar looks forward to continuing the relationship.

VII. RESOLUTIONS AND ORDINANCES

- A. First reading of proposed Ordinance 859 amending Sections 2-1-2 (Applicability) and 2-1-4 (Permits) of the Elko City Code relating to accessory buildings, and matters related thereto. **FOR POSSIBLE ACTION**

Several sections of both the Building Regulations and Zoning Regulations address City requirements pertaining to accessory buildings, such as sheds. Staff has determined that these City Code provisions require further clarification. The City Council initiated changes to the appropriate sections at their meeting on April 13, 2021.

The changes to the Building Regulations include the addition and/or modification of definitions pertaining to accessory buildings and clarification of what types and sizes of accessory buildings require a building permit. These amendments are being made in conjunction with proposed amendments to the Zoning Regulations, which are agendaized separately on this agenda. MR

Michele Rambo, Development Manager, explained this is an update to some of our accessory building regulations in our building code section of the City Code. This was initiated April 13th and there have been no changes since then. She went over the proposed changes.

Mayor Keener asked if this was going to eliminate all of the issues that have been brought forth to City Council with respect to getting red-tagged on shed projects.

Ms. Rambo answered it will take care of most of them. Anything existing will be considered legal non-conforming. This will apply to any new construction or new sheds placed on property. We may have some issue with easements but we will discuss that in the next item.

**** A motion was made by Councilman Stone, seconded by Councilman Morris, to conduct first reading of Ordinance No. 859 and direct City staff to set the matter for second reading, public hearing and possible adoption.**

The motion passed unanimously. (5-0)

- B. First reading of proposed Ordinance 860 amending Sections 3-2-2 (Definitions), 3-2-5 (Residential Zoning Districts), 3-2-6 (RB Residential Business District), and 3-5-4 (Uses Permitted and Minimum Standards) of the Elko City Code relating to accessory buildings, and matters related thereto. **FOR POSSIBLE ACTION**

Several sections of both the Building Regulations and Zoning Regulations Address City requirements pertaining to accessory buildings, such as sheds. Staff has determined that these City Code provisions require further clarification. The Planning Commission initiated changes to the appropriate sections at their meeting on April 6, 2021 and recommended that the City Council approve Ordinance 860 at their meeting on May 4, 2021.

The changes to the Zoning Regulations include the addition and/or modification of definitions pertaining to accessory buildings, a reduction in required setbacks throughout all residential zoning districts, and other modifications designed to make the use and placement of sheds easier for both the City and its residents. These amendments are being made in conjunction with proposed amendments to the Building Regulations, which are agendaized separately on this agenda. MR

Ms. Rambo explained this is the portion that took a lot more work than the previous one. She went over the ordinance changes. Planning Commission has reviewed the proposed changes and she recommended conducting the first reading.

Mayor Keener asked regarding the last 2 shed issues that have been brought to Council, as it relates to setbacks, we had one on the Humboldt Ridge Loop, would that be in compliance now?

Ms. Rambo answered it would be as far as zoning is concerned. However, that shed is currently sitting within the 7.5-foot exterior side yard easement. We will still have to deal with that issue.

Scott Wilkinson, Assistant City Manager, said it is important to understand the difference between setbacks and easements. Easements are basically a right to utilize a piece of property for a specific use. That is different than the zoning setback. What we are accomplishing here with this proposed amendment, is to allow for a lot more use of yard areas because we are basically backing up the setbacks to most easement areas for most lots. Not all. Some larger lots have 10-foot easements around them. We not proposing that sheds are allowed in the front yard setback. The front yard and exterior side yards, which are along your street frontages, those are 7.5-feet to accommodate all the utilities that have to go in outside the street. If people have encroached into an easement they have the opportunity to try to vacate an easement. There is an application and a fee associated

with that. That isn't just a city approval; that is all the utilities too. He thought what was being proposed is the best that can be done to provide people the most utilization of their yards.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to conduct first reading of Ordinance 860 and direct staff to set the matter for second reading, public hearing and possible adoption.**

The motion passed unanimously. (5-0)

- C. First reading of Ordinance No. 861, an amendment to the City Zoning Ordinance, specifically Section 3-2-4; Establishment of Zoning Districts, 3-2-19; Nonconforming Uses & 3-2-21; Amendments, and matters related thereto. **FOR POSSIBLE ACTION**

Planning Commission at their April 6, 2021 meeting, initiated Zoning Ordinance Amendment 1-21. Planning Commission considered this ordinance at their meeting May 4, 2021 and recommended City Council adopt Ordinance 861. CL

Cathy Laughlin, City Planner, explained she started on this a long time ago with the help of Scott Wilkinson and Dave Stanton. It initiated with conversation with Mr. Stanton regarding zoning district amendments. We were normally running those as resolutions for approval and we came to the conclusion that should be done by ordinance. She summarized the proposed changes.

**** A motion was made by Councilman Stone, seconded by Councilman Morris, to conduct first reading of Ordinance No. 861, and direct staff to set the matter for public hearing, second reading and possible adoption.**

The motion passed unanimously. (5-0)

VIII. PETITIONS, APPEALS, AND COMMUNICATIONS (Cont.)

- A. Review, consideration, and possible approval of a request to reimburse brothel business license fees paid January 1, 2020 - June 30, 2020, and matters related thereto. **FOR POSSIBLE ACTION**

Kathleen and Gabriel Ornelas, owners of Desert Rose Club, LLC have requested reimbursement of \$1,625.00 out of the \$3,250.00 paid for brothel license fees from 1/1/2020 – 6/30/2020. The brothels were ordered closed due to the Governor's Directives on March 17, 2020. The City Council passed an ordinance delaying fees to one quarter of what is due 30 days after opening. The brothels have paid the following:

1/1/2020 - 6/30/2020 - \$3,250 (asking \$1,625 of this reimbursed)
7/1/2020 - 12/30/2020 - \$0 (pursuant to City Ordinance 855)
1/1/2021 - 6/30/2021 - \$1,625 (pursuant to City Ordinance 856)

Kelly Wooldridge, City Clerk, explained Ms. Ornelas could not be here today. We didn't really know when we did ordinances 855 and 856, when the brothels would be able to open again. We did give them a break on their brothel license fees. They did pay \$1,625 in order to open up May 1st. They are asking for some reprieve of what have paid back in the beginning of 2020. They closed March 17, 2020 and had already paid for January, February, March, April, May and June.

Dave Stanton, City Attorney, said if council is inclined to do this, all of the brothel licensees should be treated the same.

Mayor Keener felt it was reasonable.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the request to reimburse all brothels half of their brothel license fee, paid January 1st through June 30, 2020.**

The motion passed unanimously. (5-0)

- C. Review, consideration, and possible approval of a request from Elko High for a donation of \$500 to the graduation fireworks program, and matters related thereto.
FOR POSSIBLE ACTION

Elko High School would like to have a fireworks display following the graduation ceremony as a way to celebrate the ending of a difficult year for the graduating Seniors. The high school has \$2,000 for the display, a private donor has given \$500, and Principal Wickersham is request \$500 from the City. KW

Ms. Wooldridge explained Mr. Wickersham's letter was included in the packet. The seniors get to have a graduation but they have also had a very difficult senior year. He would like to do a fireworks display in their honor.

Mayor Keener asked if we had the money.

Mr. Calder said they could find it.

Councilman Stone disclosed he helps them with the graduation ceremony and would abstain from the vote.

**** A motion was made by Councilwoman Simons, seconded by Councilman Morris, to approve the request from Elko High School for a donation of \$500 for the graduation fireworks program.**

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

X. REPORTS

- A. Mayor and City Council

Mayor Keener got a not-so-friendly reminder that he was late with his Secretary of State CE filing. He reminded everyone on the board to file their CE. He met with President Sandoval when he was visiting GBC last week, and working with NGM on some partnerships as it relates to some of the vocational education. He thanked Councilwoman Simons for covering for him Thursday. He will be out for another surgery tomorrow and Thursday but available by phone.

- B. City Manager – Nevada League of Cities Retreat – June 16-18
Curtis Calder spoke about the Nevada League of Cities retreat/congress. It is scheduled for June 16-18. He asked everyone to mark their calendars since we are the hosting city. Invites went out earlier this week. There will be a reception on the 16th in the evening. On the 17th there will be some golfing and a tour of Lamoille Canyon. On the 18th we will have Congressman Amodei at lunch as our keynote speaker. They hope to have some speakers lined up for breakfast as well. He is looking for volunteers for the picnic on the 17th.
Mayor Keener mentioned that we never got to have a party when Councilman Schmidlein left. We need to put together something after things open up.
Mr. Calder said right now a lot of the venues we thought were going to be open are not really open. There was all of this pent up demand for venues. We are trying to secure a place for a Christmas Party for the City. We would like to have one since we didn't have one last year. We can do something in the summer time and outdoors. That will be pretty easy to do.
- C. Assistant City Manager
- D. Utilities Director
Mayor Keener asked if the water running down the street in front of City Hall was from the water department.
Dale Johnson indicated it was from the pool. It was supposed to be going to the sewer system but somehow it was in the gutter. The alley water-line project started on Monday. The water tank project is underway. They just had a large change order for the project. The center rafters need to be replaced because they were all rusted and worn out. The shop project is about 3-weeks behind right now due to union deals, subcontractors, materials and COVID issues.
Mayor Keener asked about the annual water report. Was there anything in there that concerned him?
Mr. Johnson answered there was nothing out of the norm. It was all pretty standard with no deficiencies.
- E. Public Works
Dennis Strickland said they are doing very extensive patching in the Ruby View Subdivision. They started last week. When they are finished there, they will move to other subdivisions as they are preparing for the Micro Slurry.
Mayor Keener stated he saw another payable for the scales. That isn't complete yet, is it?
Mr. Strickland answered they just started round 2 yesterday and today. Expect delays there for the next 2 weeks.
- F. Airport Manager
Jim Foster reported SkyWest is back to full operational capacity. The numbers should improve. They just completed their final training on the new snow removal equipment. They will be starting the infrastructure for the new parking lot system.
- G. City Attorney
Dave Stanton reported they lost an important part of the legal community. Judge Andy Mierins died unexpectedly last Friday. It hit the legal community pretty hard. He served as the Family Court Master for 8.5 years, and adjunct

professor at the college, a father and a husband. There will be a flag ceremony at the Juvenile Detention Center at 4:30 this Thursday. The celebration of his life will be held at the LDS Stake Center on N. 5th Street this Saturday at 11:00 am.

Mayor Keener asked him if had heard from the Elko Holding Group yet.

Mr. Stanton answered he had not but the letter went out just a few days ago. If we don't get a response, he will be coming back to Council to talk about how to handle that.

Mayor Keener asked about liability concerns regarding volunteers working at the golf course.

Mr. Calder answered volunteers are covered just like employees are. If someone out there cutting turf with a knife cuts their hand off, it is a worker's comp claim. We want to make sure they have worker's compensation coverage. All volunteers at the City fill out an application through HR and they are processed as an employee so they can be covered under that insurance.

Mr. Stanton said he has prepared releases for volunteers in various programs over the years. We will want to do that in the case of the golf course.

H. Fire Chief

Jack Snyder reported they received a brand new water tender through Elko County Fire District.

I. Police Chief

Chief Trouten thanked those that came over when NGM donated some money for the simulator. They are waiting on one more grant but they would be able to get that very soon. He loves the community support. The new officer starts next Monday and they hope to have another one by the end of the month.

J. City Clerk

Kelly Wooldridge let everyone know that our Title VI report was accepted. The legislative session is moving along slowly. Most of the remaining big bills are law enforcement related.

K. City Planner

L. Development Manager

M. Financial Services Director

Jan Baum mentioned the guidance for the ARPA money dropped yesterday. There are 5 categories where the money can be used. In the future we will have more guidance on this and we will have discussions about this.

N. Parks and Recreation Director

James Wiley reported the goat grazing has commenced for the season at the river. They will be there a few weeks and then later on they will move to the SnoBowl. The community loves the goats.

Mayor Keener said he received calls from concerned citizens about someone camping in the river corridor and it was the goat tenders.

Mr. Wiley said they have posted a sign saying he has permission to camp there and nobody else. There is about 215 head this year. It is very busy in all of the other departments. They are doing all that they can to keep up with the workload. He is looking forward to having more employees join us. Toast of Art this Friday is full.

Mayor Keener stated he heard that Mr. Wiley is having a hard time finding seasonal part-time employees.

Mr. Wiley answered they have a few but they are nowhere near where they would like to be. They are still working. The 5th Street Park Parking Lot is moving along but he has not been there. Bob Thibault and Joe Carr are watching that and it is progressing. It should be finished by the middle of July.

O. Civil Engineer

Bob Thibault said there is some engineering design completed for the Kump Field parking lot along Golf Course Road. Projects are moving along smoothly with few concerns.

P. Building Official

COMMENTS BY THE GENERAL PUBLIC

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

There were no public comments.

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

Mayor Reece Keener

Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Reading of a proclamation honoring retired Superintendent of the Nevada Youth Training Center (NYTC), and matters related thereto. INFORMATION ONLY – NON ACTION ITEM**
2. Meeting Date: **May 25, 2021**
3. Agenda Category: **PRESENTATION**
4. Time Required: **20 Minutes**
5. Background Information:
6. Budget Information:

Appropriation Required: N/A
Budget amount available: N/A
Fund name: N/A
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **INFORMATION ONLY – NON ACTION ITEM**
10. Prepared by: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

Agenda Item I. B.

**Elko City Council
Agenda Action Sheet**

1. Title **Presentation by the Silver State Stampede, and matters related thereto. INFORMATION ONLY – NON ACTION ITEM**
2. Meeting Date: **May 25, 2021**
3. Agenda Category: **PRESENTATION**
4. Time Required: **20 Minutes**
5. Background Information:
6. Budget Information:

Appropriation Required: N/A
Budget amount available: N/A
Fund name: N/A
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **INFORMATION ONLY – NON ACTION ITEM**
10. Prepared by: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review and possible approval of the Fiscal Year 2021/2022 Final Tentative Budget, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 25, 2022**
3. Agenda Category: **PRESENTATION**
4. Time Required: **30 Minutes**
5. Background Information: **Staff will provide a revised budget presentation, and will be requesting final tentative budget approval and submittal. JB**
6. Budget Impact Statement:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Approve the Fiscal Year 2021/2022 Final Tentative Budget**
10. Prepared by: **Jan Baum, Financial Services Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval to purchase a 2021 Vactor 2100i Combination Vac Truck under the Sourcewell Contract, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 25, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **10 Minutes**
5. Background Information: **Staff would like to amend this year's budget to purchase a new combination vac truck out of the sewer fund. The current frontline vac truck is 17 years old and has 123,754 miles and 2250 hours. The truck is starting to have mechanical issues and is becoming unreliable as a frontline truck. Staff would like to purchase a new truck and utilize the older truck as a backup truck. The new 2021 Vactor 2100i Combination truck is \$458,468.48 and can be purchased under the Sourcewell Contract. Staff has looked into the options of purchasing a 2022 model and augmenting next year's budget. A 2022 vac truck is one year out for production and is estimated at \$550,000 due to price increases. The 2004 frontline sewer vac truck was recently down for a few weeks with a hydraulic seal leak between the hydraulic pump and transfer case and the 2017 hydro excavation truck has been in Salt Lake having the fan system rebuilt. The 2010 combination vac truck was currently acting as frontline truck for all water leaks and sewer flushes with no backup truck available. DJ**
6. Budget Information:

Appropriation Required: \$458,468.48
Budget amount available: \$14,242,394
Fund name: Sewer
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **MetroQuip Quote**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared by: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

METROQUIP

Environmental Equipment Solutions

May 19, 2021

Clark Phillips
Water/Sewer Superintendent
City of Elko, NV
1751 College Ave
Elko, NV 89801

2021 Vactor 2100i Sewer Cleaner

Clark,

Thank you for the opportunity to showcase MetroQuip's rental/demo 2021 Vactor 2100i Combo Truck. Currently we have quoted this unit to the City of Elko for \$445,580.49 plus \$12,887.99 in parts and accessories for a total of \$458,468.48.

As you are aware, we are living in interesting times with pricing on many of the components that make up these units on a steady rise with an uncertain ceiling (steel, 3rd party supplier components, chassis, etc). MetroQuip purchased this unit in 2020, it was built in January of 2021 and MetroQuip took delivery in February of 2021. Being purchased in 2020, this unit was not subject to the price increases that were put in place in early 2021 both on the Kenworth chassis and Vactor side. Below is a brief breakdown of the comparison on a unit if we spec'd and placed an order today, via the same Sourcewell pricing contract.

- Vactor Price Increase/Adder
 - Approximately \$62,000 adder
- Kenworth T880 Price Increase/Adder
 - Approximately \$22,000 adder
- Total Price Increase of \$82,000

Vactor is reporting raw steel price increases of over 65%. It is my opinion that additional price increases from Vactor and Kenworth will likely be coming down. I would not be surprised if we didn't see an additional 3%+ price increase announcement at any moment.

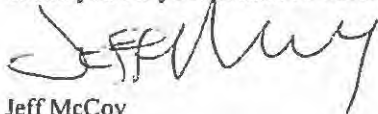
Total price increases on a like unit, if placed today, could be \$82,000 - \$100,000 Additional.

Lead time is another factor to consider. Chassis vendors, like Kenworth, are currently quoting build slots in March/April of 2022 with Freightliner in a 100-day shut down. Chassis vendor suppliers are causing major chassis shortages as they are not able to secure all of the parts and components needed to complete units. With this shortage we could see 1-year plus lead time to deliver a completed Vactor unit. I would anticipate this lead time to go even further out as supply lags behind demand.

Trying to predict what the price increases a month out are almost impossible today, I can't imagine what could happen in a year's time.

Vactor has not experienced component shortages as of today that has affected their ability to build and deliver units, but I would not be surprised if that changed in the near future.

Thank you for your continued business.



Jeff McCoy
Vice President

1953 E. Commercial St. • PO Box 858 • Meridian, ID 83642 Office: (208) 344-3318 Fax: (208) 345-5931

www.metroquip.net



1953 E Commercial St
Meridian, ID 83642
(208) 344-3318
www.metroquip.net

Ship To: CITY OF ELKO
975 WATER ST
ELKO, NV 89801

Invoice To: CITY OF ELKO
975 WATER ST
ELKO NV 89801

Branch 01 - MERIDIAN		
Date 05/11/2021	Time 16:13:45 (O)	Page 1
Account No ELKO0001	Phone No 7757777144	Est No 03 Q00201
Ship Via		Purchase Order
Tax ID No LETTER		
NICK JENSEN		Salesperson 122

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 06/10/2021 Amount

Stock #: E000308 Serial #: 21-01V-19906 445580.49
Hours: 144 Hours 2: 17
New 2021 VA 2115P-18
2021 VACTOR 2115P-18 2100I PD 18" VAC COMBO

Sale # 01 Subtotal: 445580.49
TOTAL: 445580.49

ADDITIONAL PARTS

		Qty:	1	Price:		
SEWER LIGHT BX	512779B-30		1	2857.08		2857.08
1" RADIAL NOZZ	LHD-40.16		1	435.00		435.00
1" MAGNUM SERIE	WGR-MAGNUM		1	3005.00		3005.00
DUAL SET POLE C	SDS-2		2	135.00		270.00
DEWATER PUMP	08-000-03		1	3249.00		3249.00
TRANSITION, 8-6,	35096-30		1	259.21		259.21
NOZZLE ASSEMBLY	34766F-30		1	378.02		378.02
QUICK CLAMP 6"	32087-30		1	32.97		32.97
PLATE 6" VACUUM	65531BT-30		2	26.86		53.72
DEBRIS HOSE, 8X1	43958H-30		1	2347.99		2347.99

Parts Total: 12887.99

Subtotal: 458468.48
Quote Total: 458468.48

Authorization: _____
SOURCEWELL CONTRACT# 122017-FSC-2
WARRANTY - 1 YEAR FROM DATE OF DELIVERY BY CITY OF ELKO

Thank You For Your Business!

VACTOR

Vactor Manufacturing Inc.
1621 South Illinois St.
Streator, IL 61364
Phone: (815) 672-3171
Fax: (815) 672-2779
www.vactor.com

ORDER DATE:	7/22/2020
PAGE #:	2 of 5
SALES ORDER #:	4260649
WORK ORDER#:	20971589
PRICE LIST DATE:	7/1/2019
SERIAL #:	21-01V-19906
BMI QUOTE #:	2020-37204

1	2023PSTD	Liquid Float Level Indicator
1	3019PSTD	Digital Water Pressure Gauge
1	4006PSTD	Joystick Boom Control
1	4010PSTD	Boom Hose Storage, Post for 5 x 5 Boom
1	5010PSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
1	5011PSTD	3" Y-Strainer @ Water Pump
1	5012PSTD	Performance Package
1	5014PSTD	1" Water Relief Valve
1	5015PSTD	Midship High Pressure Coupling
1	5019PSTD	Chassis Engine Cooling Package
1	5022PSTD	Side Mounted Water Pump
1	6005PDSTD	Digital Hose Footage Counter
1	6007PSTD	Hose Reel Manual Hyd Extend/Retract
1	6009PSTD	Hose Reel Chain Cover
1	6020PBSTD	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity
1	6017PSTD	Hydraulic Tank Shutoff Valves
1	7001PSTD	Tachometer/Chassis Engine w/Hourmeter
1	7003PSTD	Water Pump Hour Meter
1	7004PSTD	PTO Hour Meter
1	7005PSTD	Hydraulic Oil Temp Alarm
1	7007PSTD	Tachometer & Hourmeter/Blower
1	8000PSTD	Circuit Breakers
1	8025PSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn
1	9002PSTD	Tow Hooks, Front
1	9002PSTD	Tow Hooks, Rear
1	9003PSTD	Electronic Back-Up Alarm
1	S390ASTD	8" Vacuum Pipe Package
1	S560STD	Emergency Flare Kit
1	S590STD	Fire Extinguisher 5 Lbs.
1	Q10P	48w x 22h x 24d Curbside Toolbox with Lighting
1	1003P	Debris Body Washout
1	1007P	6" Rear Door Butterfly Valve, 3:00 position
1	1007PA	6" Rear Door Butterfly Valve w/Port & Fixed Basket Screen, 6:00 position
1	1009PD	Full Rear Door Swinging Screen
1	1010PB	Pump Off Ports and Programming
1	1014P	Centrifugal Separators (Cyclones)
1	1015P	Folding Pipe Rack, Curbside, 8" Pipe
1	1015PA	Folding Pipe Rack, Streetside, 8" Pipe
1	1015PBR	Rear Door Pipe Rack Removed
1	1022P	Rear Door Splash Shield
1	1023P	Lube Manifold
1	1023PA	Plastic Lube Chart, included with Lube Manifold
1	1025P	Flat Rear Door Ports
1	1026P	Debris Body Vibrator, Electric
1	1030P	Debris Body Inspection Port w/Ladder
1	2006P	Air Purge
1	3017P	Blower High Temp Safety Shutdown
1	3020P	Digital Water Level Indicator

VACTOR

Vactor Manufacturing Inc.
1621 South Illinois St.
Streator, IL 61364
Phone: (815) 672-3171
Fax: (815) 672-2779
www.vactor.com

ORDER DATE:	7/22/2020
PAGE #:	4 of 5
SALES ORDER #:	4260649
WORK ORDER#:	20971589
PRICE LIST DATE:	7/1/2019
SERIAL #:	21-01V-19906
BMI QUOTE #:	2020-37204

Cab Color Code - L0006 WHITE
Chassis Year - 2021
Chassis Make - KENWORTH
Chassis Model - T440 6X4
Chassis VIN - 3BKBLJ0X5MF462201
Certified Unit Weights Required? - No

Special Requests:

R23622 - 2nd Hose Reel location - front Curbside in lieu of toolbox, behind bumper.

R26341 - Behind cab toolbox, 16W x 30H x 96D; w/2 slide out trays in bottom of each side of toolbox

R30159 - Toolbox, Front Bumper Mounted, 16 x 12 x 18 - Street Side only (D.S.)

Chassis Notes:**Paint Notes:****Spare Parts Notes:****Special Delivery Requirements:**

Other Notes: One high pressure reel at P.S. mid-ship 2nd one on inside of the P.S. front bumper in place of the toolbox (RFQ 23622). - Cone rack to be mounted P.S between rear bumper and tandem.

Revision Log:



Sales Code	Std/ Opt	Description	\$ List	Weight
Model				
0000410	S	T400 Series Conventional.	121,638	11,518
0070070	O	T440 6x4 Class 8	0	0
0072001	O	Chassis operation will include stationary application used in lower 48 states [US only]. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	0	0
0080050	O	CARB Idle Emissions Reduction Feature for PX-7 and PX-9	100	0
0090062	O	T440 6x4 Class 8	0	0
Engine & Equipment				
0129569	O	PACCAR PX-9 370 2017 370@2000 365@2100 1250@1400 Includes turbo exhaust brake, no code is used. Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing. N09260 P14 64....Max Vehicle Speed in Top Gea N09440 P11 NO....Engine Protection Shtdwn N09460 P06 NO....Gear Down Protection N09300 P19 64....Max Cruise Control Speed N09720 P230 YES...Enable Hot Ambient Automatic N09500 P02 NO....Cruise Control Auto Resume N09520 P04 NO....Auto Engine Brake in Cruise N09480 P26 1400..Max PTO Speed N09580 P32 5.....Idle Shtdwn Time N09680 P33 NO....Idle Shtdwn Override N09560 P520 YES...Enable Idle Shutdown Park Br N09600 P233 YES...Enable Impending Shutdown Wa N09780 P47 80....High Ambient Temperature Thr N09740 P46 40....Low Ambient Temperature Thre N09200 N205 120...Standard Maximum Speed Limit N09620 P234 60....Timer For Impending Shutdown N09360 N203 252...Reserve Speed Function Reset N09640 P516 35....Engine Load Threshold N09400 N206 10...Maximum Active Distance (N20 N09420 N201 0.....Reserve Speed Limit Offset (N09760 P56 60....Intermediate Ambient Tempera N09380 N202 0.....Maximum Cycle Distance (N202 N09220 N207 0.....Expiration Distance (N207) N09540 N209 0.....Expiration Distance (N209)	9,002	0
1000151	S	PremierSpec	0	0
1000684	O	Effective VSL Setting NA	0	0
1000858	O	Engine Idle Shutdown Timer Disabled	0	0



Sales Code	Std/ Opt	Description	\$ List	Weight
Transmission & Clutch				
2011003	U	Allison 3000RDS Cooler Lines Run to Ports	16	0
2011205	O	Transmission: Allison 3000RDS 6-speed w/PTO drive gear. 5th Gen controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models.	14,198	291
2406820	O	Driveline: 4 SPL170XL 3 centerbearing requires 3500057 interaxle driveline.	1,995	235
2410018	O	Torque converter included w/Allison Transmission.	0	0
2410072	U	Auto neutral not required this application.	0	0
2410151	O	Pushbutton control center console mounted. Class 8 with Allison Transmission.	0	0
2410204	O	Delete Allison Fuel Sense	0	0
2410433	U	Allison 5th Gen RDS PKG 172 for 3000,	0	0
2429100	O	Chassis will be fitted w/ LH transmission PTO. (Prevents ECU F/Interfering w/ PTO Only).	0	0
2429101	O	Chassis will be fitted w/RH transmission PTO. (Prevents ECU F/Interfering W/PTO Only)	0	0
2460068	U	OPT LOC TRANS OIL COOLER FOR BODY CLR. Allison Only.	0	0
2480315	O	Severe Service rear transmission support spring(s).	79	15
Front Axle & Equipment				
2517020	O	Meritor MFS20 Front Axle rated 20K 3.5 in. drop, standard track.	1,935	150
2621078	O	Front Brakes: 22K Bendix ES S-cam 16.5x6 in.	-103	-46
2690035	O	Front Brake Drum: 22,000 lbs. 16-1/2x6 in. Cast.	-143	104
2702022	O	Front Hubs Iron hub pilot 22,000 lbs. 10 Bolt 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle. Consider Wheelguards (5850002) with aluminum wheels.	272	80
2741970	S	ConMet PreSet Plus Hub package; front axle.	0	0
2750001	S	Hubcap: front vented.	0	0
2765001	O	Front Auto Slack Adjuster.	0	0
2866020	O	Front Springs: Taperleaf 20K w/ shock absorbers	1,091	241



Sales Code	Std/ Opt	Description	\$ List	Weight
		Steel Armor(TM) powder coat, hub-pilot mount. Heavy-duty 5 hand-hole hub pilot mount. Code is priced per pair of wheels.		
5853906	O	Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0	0
5900008	O	Rear Wheel/Rim Quantity: 8	0	0
Frame & Equipment				
6054600	O	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 337 in. to 416 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80, RBM is 1,776,000 in.-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	500	329
6141600	O	Full Steel Insert: for 10-5/8 in. or 10-3/4 in. Steel 337 in. to 416 in. or 2nd insert for 11-5/8 in. steel frame. Adds 1,149,000 in.-lb to main rail RBM. Truck insert weight is 2.05 lb.-in. per pair of rails. Full frame insert length is equal to wheelbase plus rear frame cutoff plus dimension forward of front axle by model: T660, T680, T800, T880 = 21.26 in.; C500B = bumper setting minus 0.79 in.; W900B = 5.27 in., W900L = 1.50 in., W900S = 3.27 in.; T440/T470 50 in. bumper setting = 21.26 in., T470 73 in. bumper setting = 72.3 in.	1,839	722
6309910	O	Delete bumper: Requires a bumper setting code.	-337	-94
6319050	S	50 in. Bumper setting. Requires a bumper code.	0	0
6390103	S	Front mudflaps.	0	0
6391201	O	Custom Frame Layout: one chassis CFL AT: 1 TANK UNDER BBOX, 1 TANK UNDER RH RAIL FAR BACK AS POSSIBLE, 2 TANKS IN OVERHANG CFL DEF: LOCATE AS CLOSE TO FUEL TANK AS POSSIBLE CFL C/M: DELETE REAR SUSPENSION CROSSMEMBER FOR AFTERFRAME AIR TANKS CFL BBX: LOCATE AS CLOSE TO DPF/SCR AS POSSIBLE CFL AD: USE DRYER BRKT G11-1740R, DRYER CLOSE AS POSS TO C/M FWD FWRD OF DRIVE AXLE/DRYER FWRD	1,380	0
6401233	O	Steel cantilever battery box BOC w/ smooth aluminum cover. Vocational Style.	543	39
6409902	O	Battery box location: RH Side.	97	15
6451090	S	T470,C5, T6, T8 non-polished DPF/SCR or CNG cover diamond plate w/ step. For use w/ 2010 or later exhaust systems. For T8, use extended length non-polished battery box on opposite rail to match the length of under cab components. End plates will be painted standard black frame color.	0	0
6679995	O	Customer will install structural end-of-frame crossmember before vehicle is placed in service.	0	0



Sales Code	Std/ Opt	Description	\$ List	Weight
8108010	S	Cab heater: W/integral defrosters & A/C 45,000 btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.	0	0
8201013	S	Steering wheel: 18 in. 4-spoke.	0	0
8201200	S	Adjustable telescoping tilt steering column.	372	10
8282004	S	KW Driver Information Center: Includes fuel economy, RPM display, trip information, truck information, diagnostics, gear display, alarm clock.	0	0
8282009	S	Instrument package: Includes speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.	0	0
8282107	S	Large flat panel on dash For customer-installed controls. Reduces gauge count by 6.	0	0
8331140	S	Cab Interior: Summit. T440/T470 Only. Includes smooth upholstered side & back panels w/stitched accent lines, upholstered door pads, full vinyl headliner, black dash panels & black rubber floor mats.	0	0
8343304	S	Interior color: Slate Gray w/trim Dark Slate Gray	0	0
8410091	S	Driver seat: Kenworth Air cushion Plus HB cloth. Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2- position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted and includes a map pocket. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts	0	0
8460091	O	Rider seat: Kenworth Air cushion Plus HB cloth. Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2- position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	383	17
8490110	S	Seat color: Dark Slate Gray.	0	0
8601422	O	Kenworth Radio with AM/FM/WB/CD/USB and Bluetooth	526	4
8700108	O	Under dash center console: Includes one cupholder & two 12V outlets. For use w/Autoshift, Ultrashift, & Allison Gen IV only	26	0
8700168	S	Non-self cancelling turn signal: W/column-mounted headlight dimmer switch & intermittent wiper control.	0	0
8700186	S	Electric LH & RH door locks.	0	0



Sales Code	Std/ Opt	Description	\$ List	Weight
9090845	O	Circuit Breakers: Replacing fuses. Does not apply to any 5-amp fuse box position. Brakers include stop/brake/tum, tail lamp, high & low beams, marker/clearance lamps, horn, fuel heat, gauges, air dryer, HVAC controls, panel lamps. Some circuits will remain fuses.	39	0
Air Equipment				
9101215	S	Air Dryer Bendix AD-1S heated Puraguard	0	0
9108001	S	Moisture ejection valve w/ pull cable drain.	0	0
9140020	S	Nylon air tubing in frame & cab, excluding hoses subject to excessive heat or flexing.	0	0
9140252	O	Locate air dryer inside LH rail BOC. This code requires the use of a custom frame layout code.	0	0
Extended Warranty				
9200008	O	Base Warranty - PACCAR PX-9 Engine 24 months / 250,000 miles / 402,336 km / 6250 hours.	0	0
9200021	O	Base Warranty - Standard Service Heavy Duty 12 months / 100,000 miles / 160,000 km.	0	0
Miscellaneous				
9400072	O	Ship to Dealer. C251 2650 MAY ROAD PERU 61354	0	0
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0	0
Promotions				
Paint				
9700000	O	Paint color number(s). N9702 A - L0006 WHITE N9720 FRAME N0001 BLACK	0	0
9943050	O	Day Cab Standard Paint	0	0
9944820	O	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0	0
9965510	S	Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	0

Order Comments



Total Weight

16,382

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Settlement Agreement and Release of Claims with Zach Woster, Chad Woster and Mercedes Woster based on a November 10, 2019 vehicle accident, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 25, 2021**
3. Agenda Category: **UNFINISHED BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **On November 10, 2019, Zach Woster sustained injuries when the vehicle he was driving collided with a fire truck driven by Robert Lino at the corner of Fifth and Idaho Streets. Mr. Lino, a volunteer firefighter with the City of Elko Fire Department, was responding to a call at the time of the collision. The fire truck was owned by the Nevada Division of Forestry and provided to the County and the City by means of interlocal agreements. The vehicle driven by Zach Woster was owned by his parents, Chad and Mercedes Woster. No lawsuit has been filed in relation to the collision. As a result of settlement discussions, Zach, Chad and Mercedes Woster have agreed to release their potential claims in exchange for \$150,000, to be apportioned between the City and the County. CC**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Settlement Agreement and Release of Claims.**
9. Recommended Motion: **Approve the Settlement Agreement and Release of Claims included in the agenda packet and authorize the Mayor to execute the Agreement on behalf of the City.**
10. Prepared by: **David Stanton, City Attorney**
11. Committee/Other Agency Review: **City Manager**
12. Council Action:
13. Agenda Distribution:

**SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS (hereinafter referred to as "the Agreement") is entered into this 13 day of May 2021, (hereinafter referred to as the "Effective Date") by and between ZACHARY ROBERT WOSTER (hereinafter "Zach"); CHAD WOSTER (hereinafter "Chad"); MERCEDES WOSTER (hereinafter "Mercedes"), and ROBERT J. LINO (hereinafter "Lino"), the CITY OF ELKO, a municipal corporation and political subdivision of the State of Nevada (hereinafter the "City"); and the COUNTY OF ELKO, a political subdivision of the State of Nevada (hereinafter the "County").

RECITALS

WHEREAS, on November 10, 2019 a vehicle driven by Zach was involved in a collision with a fire truck driven by Lino at the corner of Fifth and Idaho Streets, Elko, Nevada (hereinafter the "Collision");

WHEREAS, Lino, a volunteer firefighter with the City of Elko Fire Department, was responding to a call at the time of the Collision;

WHEREAS, Zach sustained injuries as a result of the collision;

WHEREAS, the fire truck on was owned by the STATE OF NEVADA EX REL. NEVADA DIVISION OF FORESTRY (hereinafter "NDF") and provided to the County and the City by means of interlocal agreements between the public entities;

WHEREAS, the vehicle driven by Zach, which was damaged beyond repair, was owned by Zach's parents, Chad and Mercedes;

WHEREAS, Zach was a minor at the time of the Collision, but has since reached the age of majority and is now an adult;

WHEREAS, neither Zach, Chad nor Mercedes have commenced an action against Lino, the City, the County or NDF; and

WHEREAS, the parties have resolved all disputes and potential claims arising from the Collision and to that end, no claims, controversies or litigation may be brought by Zach, Chad or Mercedes against Lino, the City, the County or NDF pertaining to or in any manner relating to the Collision; accordingly, the parties do hereby execute this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals contained above and for the following terms, covenants and conditions, the parties agree as follows:

1. ACKNOWLEDGMENT:

This Agreement, and the consideration transferred hereunder, shall not be treated, acknowledged or asserted by any party as a concession or admission as to fault, liability, culpability or any kind of responsibility whatsoever, but the consideration and the promises hereunder are given solely to compromise disputed claims and potential claims, and to avoid the expense of litigation.

2. PAYMENT AND CONDITIONS THEREON:

- 2.1 **Settlement Amount and Payment.** In full settlement of all potential claims against Lino, the City, the County and/or NDF, the City and the County shall pay to Zach the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) no later than twenty (20) days from the Effective Date.
- 2.2. **MetLife Contribution to Settlement.** Lino's personal automobile insurance carrier, MetLife, under claim no. SLP73030 AQ, has agreed to pay to Zach the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) pursuant to the Full and Final Release of All Claims dated April 28, 2021.
- 2.3 **Attorneys' Fees and Costs.** Each party agrees that all costs and attorneys' fees incurred for any reason on or before the Effective Date and/or in connection herewith shall be borne by the party incurring the same and shall not cause a charge to, or claim against, any other party. Except as otherwise specifically provided herein, the parties, and each of them, specifically waive any right they might have at law or equity to recover any attorney fees or costs in relation to any matters described in, included in or subject to this Agreement.

3. RELEASE OF CLAIMS AND REPRESENTATIONS:

- 3.1 **Release.** In exchange for the consideration mentioned in Section 2.1, above, the receipt and sufficiency of which is hereby acknowledged, Zach, Chad and Mercedes, on behalf of themselves and their representatives, employees, agents, attorneys, insurers,

heirs, successors and assigns hereby fully, irrevocably, and unconditionally forever release and discharge Lino, the City, the County and NDF, and their representatives, agents, attorneys, insurers (including the Nevada Public Agency Insurance Pool (NPAIP)), successors and assigns, from all actions, causes of action, claims, claims for relief, judgments, liabilities, obligations, damages, fees and expenses, including but not limited to attorneys' fees and costs, of whatever kind and character occurring prior to the date of this Release, and to any acts, omissions, or events involving Lino, the City, the County or NDF in any way. This Release is intended to be completely comprehensive of all possible claims which may be brought by Zach, Chad or Mercedes against Lino, the City, the County or NDF in connection with the Collision. Zach, Chad and Mercedes shall indemnify and defend Lino, the City, the County and NDF with respect to any claims initiated or pursued by Zach, Chad or Mercedes against third-persons based on Collision incident described in the above recitals; the foregoing is comprehensive of any contribution or equitable indemnity claims which may be brought by third-persons against Lino, the City, the County or NDF.

- 3.2 **No Assignment of Claims.** Zach, Chad and Mercedes represent and warrant that they have not assigned nor will they assign any of their claims or purported claims, nor have they authorized any person or entity to assert any claim on their behalf.
- 3.3 **No Claim Based on Omitted Terms.** Zach, Chad and Mercedes expressly waive any right or claim of right to assert hereafter that any claim, demand, obligation and/or cause of action has, through ignorance, oversight or error, been omitted from the terms of this Agreement, and further expressly waive any right that they may have under the laws of any jurisdiction that releases such as those herein given do not apply to unknown or unstated claims.
- 3.4 **Acceptance of Possible Differences in Facts.** The parties, and each of them, fully understand that if any fact with respect to this Agreement, after it is executed, is found to be other than true, each party expressly accepts and assumes the risk of such possible differences in facts and agrees that this Agreement shall be and remain effective notwithstanding such differences in facts.
- 3.5 **Satisfaction of Liens and/or Third Party Claims.** Zach, Chad and Mercedes hereby agree to satisfy all liens and/or third-party

claims, to include, without limitation, Medicare, Medicaid and hospital liens, arising from or in any way pertaining to Zach's injuries from the Collision, and shall release, hold harmless, defend and indemnify Lino, the City, the County and NDF with respect to any such liens and/or third party claims. The foregoing shall include, without limitation, the satisfaction of any claims for contribution or indemnity which might be brought by a medical provider, insurance carrier or any other third-person against any of the released parties in relation to Zach's injuries from the Collision or damage to the vehicle Zach was driving at the time of the Collision, together with the defense and indemnity of any such claims.

4. BINDING EFFECT.

This Agreement shall be binding on and inure to the benefit of the representatives, employees, agents, attorneys, insurers, heirs, successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto or their respective representatives, employees, agents, attorneys, insurers, heirs, successors and assigns, any rights or benefits under or by reason of this Agreement. This Agreement shall not be assignable by any party hereto without the written prior consent of the other parties.

5. INTEGRATION CLAUSE.

This Agreement represents and contains the entire Agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes and replaces any and all prior oral and written agreements and understandings, and no representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter hereof shall be relied upon by the parties unless incorporated herein. This Agreement shall be construed as a complete novation of any prior settlement agreements relating to the subject matter of this Agreement. This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

6. ATTORNEY FEES.

In the event any party is required to pursue an action to enforce any term or condition in this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

///

7. REPRESENTATION OF COMPREHENSION OF DOCUMENT.

In entering into this Agreement, all parties to this Agreement represent that they have relied upon the legal advice of their own attorneys. All parties to this Agreement further represent that the terms of the Agreement have been completely read and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by them.

8. CONSTRUCTION.

- 8.1 Zach, Chad and Mercedes were represented in this matter by their attorney, Barbara Gallagher; Lino and the City were represented in this matter by their attorney, David M. Stanton; and the County was represented in this matter by its attorney, Michael M. Edwards. The attorneys and their clients have edited and/or reviewed this Agreement and, accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- 8.2 In the event that one or more of the provisions, or portions thereof, of this Agreement are determined to be illegal or unenforceable, the remainder of the Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.
- 8.3 This Agreement is entered into in the State of Nevada and shall be construed and interpreted in accordance with its laws.
- 8.4 The parties acknowledge that Zachary Woster executed a Full and Final Release of All Claims on April 28, 2021, in pertinent part releasing Robert J. Lino from liability. Except for the foregoing Full and Final Release of All Claims, which shall remain in full force and effect, this Agreement contains the entire agreement between the parties hereto, and no promise, inducement or presentation other than as herein expressly set forth has been made, offered or agreed upon, and the terms of this Agreement are contractual and not a mere recital.
- 8.5 The headings of sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

9. EFFECTIVE AGREEMENT.

This Agreement may be pleaded as a full and complete defense to and may be used as a basis for, and injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Agreement, except for an action based on a breach of this Agreement.

10. FURTHER INSTRUMENTS.

Each party hereby agrees to execute, acknowledge and/or deliver, or cause to be executed, acknowledged and/or delivered, such further instruments and documents as may be necessary in order to consummate this Agreement.

11. FACSIMILE AND ELECTRONIC SIGNATURES.

Facsimile, PDF and electronic signatures shall have the same force and effect as original signatures on the same document.

12. JURISDICTION AND VENUE.

The District Court for the Fourth Judicial District, in and for the County of Elko, State of Nevada, shall have jurisdiction and venue over all disputes arising from or in relation to this Agreement.

13. COUNTERPARTS.

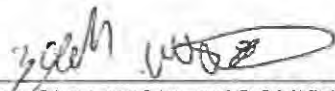
This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

14. THIRD-PARTY BENEFICIARIES.

The parties agree that NDF, the Nevada Public Agencies Insurance Pool and the other third-parties named or referenced in Section 3.1 (Release) are a third-party beneficiaries to this Agreement and, if named in a claim, action or suit, shall have the right to enforce Section 3.1 (Release) as if signatories hereto.

(SIGNATURES ON NEXT PAGE)

WHEREFORE, the undersigned have executed this Agreement on the date first above written.


ZACHARY R. WOSTER

ROBERT J. LINO


CHAD WOSTER

CITY OF ELKO:


MERCEDES WOSTER

REECE KEENER, MAYOR

ATTEST:

KELLY WOOLDRIDGE, CITY
CLERK

COUNTY OF ELKO:

By: _____

Its: _____

Agenda Item V. A.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Deed of Dedication for Right-of-Way, Public Utilities, and Slope Easement on APN 001-770-009, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 25, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The City of Elko has been working with property owners on Elko Mountain for many years in the hopes of installing a water tank to serve a higher elevation. This will benefit existing residents and will open up a large amount of land for future development. The proposed Deed of Dedication will provide right-of-way to install the needed infrastructure associated with a future water tank. 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: **Proposed Deed of Dedication with Exhibits**
9. Recommended Motion: **Approve the Deed of Dedication for Right-of-Way, Public Utilities, and Slope Easement as presented.**
10. Prepared by: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **David Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution: **Elko Mountain, LLC**
Attn: Aaron Jensen
aaronkjensen@blueoxdevelopment.com

APN 001-770-009

When Recorded, Mail To:

City of Elko
1751 College Avenue
Elko, Nevada 89801

DEED OF DEDICATION
(RIGHT-OF-WAY, PUBLIC UTILITIES AND SLOPE EASEMENT)

THIS INDENTURE, made and entered into between **ELKO MOUNTAIN VILLAGE, LLC**, a Utah limited-liability company, Grantor, and the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, Grantee.

W I T N E S S E T H:

That the Grantor, for valuable consideration, the receipt of which is hereby acknowledged, does hereby dedicate to the Grantee a permanent non-exclusive right-of-way, public utilities easement and slope easement, over, across, upon, under and through that portion of the Grantor's property situate within the City of Elko, County of Elko, State of Nevada, set forth in the descriptions attached hereto at **Exhibits A (right-of-way and public utilities) and Exhibit C (slope easement)** and depicted on the maps attached hereto at **Exhibit B (right-of-way and public utilities) and Exhibit D (slope easement)**, the right-of-way hereby being dedicated for a public street and right-of-way and public utilities, and the slope easement hereby being dedicated for the purpose of adjusting and stabilizing the elevation difference between the right-of-way and adjoining property, such dedications to include, without limitation, the right of the Grantee to perform all associated maintenance thereon.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be executed

///
///
///
///
///
///
///
///

this 15th day of April, 2021.

GRANTOR:

ELKO MOUNTAIN VILLAGE, LLC

By: Luke M. Lambert

Its: Manager

STATE OF NEVADA)
) ss.
COUNTY OF ELKO)

On this 26 day of April, 2021, personally appeared before me,
a Notary Public, Luke Lambert, who acknowledged
that he/she executed the above instrument.

Aaron Jensen
NOTARY PUBLIC

Mail tax statement (if applicable) to:

City of Elko
1751 College Avenue
Elko, Nevada 89801

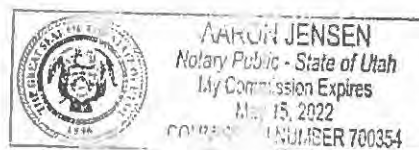


Exhibit A
LEGAL DESCRIPTION FOR RIGHT-OF-WAY DEDICATION

An area of land within Parcel 2, as shown on the Amended Parcel Map for Elko Mountain Holding LLC., recorded in the office of the Elko County Recorder as file no. 606955, also located in the northeast quarter of the northeast quarter of Section 24, Township 34 North, Range 55 East, and the northwest quarter of the northwest quarter of Section 19, Township 34 North, Range 56 East M.D.B. & M. which is further described as follows;

Beginning at a point along the northerly boundary of said Parcel 2 of file no. 606955, which bears South 5°12'34" West, a distance of 677.62 feet from the northeast corner of Section 24, Township 34 North, Range 55 East;

Thence, along said northerly boundary of said Parcel 2, South 89°49'58" East, a distance of 54.45 feet;

Thence, leaving the northerly boundary of said Parcel 2, South 23°09'50" East, a distance of 987.15 feet;

Thence, along a tangent circular curve to the left, with a radius of 475.00 feet, an arc length of 99.05 feet, and a central angle of 11°56'50";

Thence, South 35°06'40" East, a distance of 5.59 feet;

Thence, along a tangent circular curve to the left, with a radius of 20.00 feet, an arc length of 31.42 feet, and a central angle of 90°00'00";

Thence, North 54°53'20" East, a distance of 120.62 feet, more or less, to the easterly boundary of said Parcel 2 of file no. 606955;

Thence, along said easterly boundary of said Parcel 2 of file no. 606955, South 18°08'32" East, a distance of 52.28 feet;

Thence, South 54°53'20" West, a distance of 195.36 feet;

Thence, North 35°06'40" West, a distance of 50.00 feet;

Thence, along a non-tangent circular curve to the left, from a tangent bearing North 54°53'20" East, with a radius of 20.00 feet, an arc length of 31.42 feet, and a central angle of 90°00'00";

Thence, North 35°06'40" West, a distance of 5.59 feet;

Thence, along a tangent circular curve to the right, with a radius of 525.00 feet, an arc length of 109.47 feet, and a central angle of 11°56'50";

Thence, North 23°09'50" West, a distance of 1,008.71 feet, more or less, to the point of beginning.

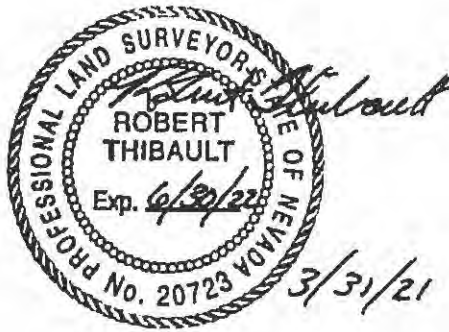
This right-of-way contains ±66,710 square feet.

The Basis of Bearings for this description is the Boundary Line Adjustment Record of Survey for K.R.L. Partnership & Cotoko, recorded in the office of the Elko County Recorder as file no. 536658, on June 29, 2005.

Description prepared by:

Robert Thibault, PE, PLS

Civil Engineer for the City of Elko



NORTH 1/4 CORNER SECTION 24, T34N, R55E
POSITION CALCULATED PER
RECORD DIMENSIONS ON
BOUNDARY LINE ADJUSTMENT,
RECORD OF SURVEY,
FILE NO. 536658.

NORTHEAST CORNER
SECTION 24, T34N, R55E
FOUND 3.5" GLO BRASS CAP

PORTION OF
RIGHT-OF-WAY ON
ANOTHER PARCEL
DEDICATED BY
SEPARATE DOCUMENT

SOUTH 1/4 CORNER
S18, T34N, R56E
FOUND 1915 BRASS
CAP. REFERENCE
FILE NO. 531048
FOR MORE
INFORMATION.

Line Table		
Line #	Length	Direction
L60	54.45'	S89°49'58"E
L61	5.59'	S35°06'40"E
L62	5.59'	N35°06'40"W
L63	50.00'	N35°06'40"W
L64	195.36'	S54°53'20"W
L65	52.28'	S18°08'32"E
L66	120.62'	N54°53'20"E

Curve Table			
Curve #	Length	Radius	Delta
C35	99.05'	475.00'	11°56'50"
C36	109.47'	525.00'	11°56'50"
C37	31.42'	20.00'	90°00'00"
C38	31.42'	20.00'	90°00'00"

AMILYA AVENUE
HEREBY DEDICATED
56,560 SF

PARCEL 2, PER FILE NO. 606955
ELKO MOUNTAIN VILLAGE LLC.
APN: 001-770-009
TOTAL DEDICATED AREA = 66,710 SF

DEDICATION ON
ANOTHER PARCEL
DEDICATED BY
SEPARATE DOCUMENT

S24, T34N, R55E
S19, T34N, R56E

TANGENT
N54°53'20"E

BRYANNA BOULEVARD
HEREBY DEDICATED
10,150 SF

LAMONTE
SR 727
HIGHWAY



CITY OF ELKO
1751 COLLEGE AVE
ELKO, NEVADA 89801
775-777-7210

SCALE

HORIZ 1"=300'

VERT NONE

DATE 3/31/21

EXHIBIT B

**MAP OF RIGHT-OF-WAY DEDICATION
FOR APN: 001-770-009**

SEC. 24, T34N, R55E, & SEC. 19, T34N, R56E

Exhibit C
LEGAL DESCRIPTION FOR TWO
SLOPE EASEMENTS

AREA 1

An area of land within Parcel 2, as shown on the Amended Parcel Map for Elko Mountain Holding LLC., recorded in the office of the Elko County Recorder as file no. 606955, also being within the northeast quarter of the northeast quarter of Section 24, Township 34 North, Range 55 East, and the northwest quarter of the northwest quarter of Section 19, Township 34 North, Range 56 East M.D.B. & M. which lies northeasterly of the rights-of-way of Amilya Avenue and Bryanna Boulevard described in Exhibit A of this document, and lies southwesterly of the following described line;

Beginning at a point along the northerly boundary of said Parcel 2 of file no. 606955, which bears South 7°19'34" East, a distance of 680.81 feet from the northeast corner of said Section 24, Township 34 North, Range 55 East;

Thence, South 26°02'20" East, a distance of 124.95 feet;

Thence, South 23°31'00" West, a distance of 74.10 feet;

Thence, South 26°22'25" East, a distance of 434.67 feet;

Thence, South 20°54'39" East, a distance of 263.71 feet;

Thence, South 12°33'22" East, a distance of 74.94 feet;

Thence, South 30°35'27" East, a distance of 63.81 feet;

Thence, North 39°20'54" East, a distance of 128.96 feet, more or less, to the easterly boundary of said Parcel 2 of file no. 606955.

This slope easement contains ±69,627 square feet (±1.598 acres) more or less.

AREA 2

An area of land within Parcel 2, as shown on the Amended Parcel Map for Elko Mountain Holding LLC., recorded in the office of the Elko County Recorder as file no. 606955, also being within the northeast quarter of the northeast quarter of Section 24, Township 34 North, Range 55 East, and the northwest quarter of the northwest quarter of Section 19, Township 34 North, Range 56 East M.D.B. & M. which lies southwesterly of the rights-of-way of Amilya Avenue and Bryanna Boulevard described in Exhibit A of this document, and lies northeasterly of the following described line;

Beginning at a point along the northerly boundary of said Parcel 2 of file no. 606955, which bears South 14°40'27" West, a distance of 697.23 feet from the northeast corner of said Section 24, Township 34 North, Range 55 East;

Thence, South 28°27'06" East, a distance of 143.32 feet;
Thence, South 42°09'32" East, a distance of 139.00 feet;
Thence, South 10°03'45" East, a distance of 118.42 feet;
Thence, South 21°49'33" East, a distance of 539.71 feet;
Thence, South 30°34'12" East, a distance of 208.81 feet;
Thence, South 42°51'25" West, a distance of 74.75 feet;
Thence, South 36°08'15" East, a distance of 221.71 feet;
Thence, North 34°55'51" East, a distance of 221.96 feet;
Thence, North 70°11'19" East, a distance of 82.49 feet, more or less, to the easterly boundary of said Parcel 2 of file no. 606955.

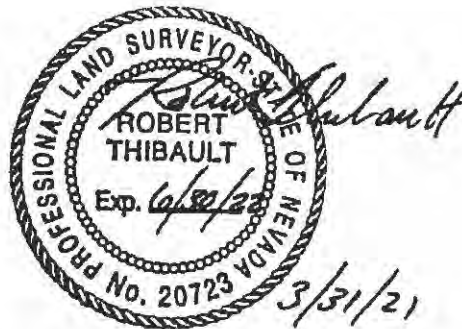
This slope easement contains ±122,950 square feet (±2.822 acres) more or less.

The Basis of Bearings for this description is the Boundary Line Adjustment Record of Survey for K.R.L. Partnership & Cotoko, recorded in the office of the Elko County Recorder as file no. 536658, on June 29, 2005.

Description prepared by:

Robert Thibault, PE, PLS

Civil Engineer for the City of Elko



NORTH 1/4 CORNER SECTION 24, T34N, R55E
POSITION CALCULATED PER
RECORD DIMENSIONS ON
BOUNDARY LINE ADJUSTMENT,
RECORD OF SURVEY,
FILE NO. 536658.

NORTHEAST CORNER
SECTION 24, T34N, R55E
FOUND 3.5" GLO BRASS CAP

EASEMENTS ON
ANOTHER PARCEL
GRANTED BY
SEPARATE DOCUMENT

SOUTH 1/4 CORNER
S18, T34N, R56E
FOUND 1915 BRASS
CAP. REFERENCE
FILE NO. 531048
FOR MORE
INFORMATION.

S89°49'58"E 1302.75'

S89°59'19"E 2640.98'

697.23'
S14°40'27"W
680.81'
S7°19'34"E

Line Table		
Line #	Length	Direction
L67	124.95'	S26°02'20"E
L68	74.10'	S23°31'00"W
L69	74.94'	S12°33'22"E
L70	63.81'	S30°35'27"E
L71	128.96'	N39°20'54"E
L72	143.32'	S28°27'06"E
L73	139.00'	S42°09'32"E
L74	118.42'	S10°03'45"E
L75	208.81'	S30°34'12"E
L76	74.75'	S42°51'25"W
L77	82.49'	N70°11'19"E

SLOPE EASEMENT
AREA 2
122,950 SF
2.822 ACRES

SLOPE EASEMENT
AREA 1
69,627 SF
1.598 ACRES

PARCEL 2, PER FILE
NO. 606955
ELKO MOUNTAIN
VILLAGE LLC.
APN: 001-770-009
TOTAL EASEMENT
AREA = 192,577 SF
(4.421 ACRES)

S24, T34N, R55E
S19, T34N, R56E

BRYANNA BLVD.
RIGHT-OF-WAY AS
DESCRIBED IN
EXHIBIT A

CITY OF ELKO
ELKO COUNTY

LANOILLE HIGHWAY
SR 227



CITY OF ELKO
1751 COLLEGE AVE
ELKO, NEVADA 89801
775-777-7210

SCALE

HORZ 1"=300'

VERT NONE

DATE 3/31/21

EXHIBIT D

**MAP OF SLOPE EASEMENTS
FOR APN: 001-770-009**

SEC. 24, T34N, R55E, & SEC. 19, T34N, R56E

Agenda Item V. B.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Deed of Dedication for Right-of-Way, Public Utilities, and Slope Easement on APN 001-770-010, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 25, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The City of Elko has been working with property owners on Elko Mountain for many years in the hopes of installing a water tank to serve a higher elevation. This will benefit existing residents and will open up a large amount of land for future development. The proposed Deed of Dedication will provide right-of-way to install the needed infrastructure associated with a future water tank. 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: **Proposed Deed of Dedication with Exhibits**
9. Recommended Motion: **Approve the Deed of Dedication for Right-of-Way, Public Utilities, and Slope Easement as presented.**
10. Prepared by: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **David Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution: **Elko Mountain, LLC**
Attn: Aaron Jensen
aaronkjensen@blueoxdevelopment.com

APN 001-770-010

When Recorded, Mail To:

City of Elko
1751 College Avenue
Elko, Nevada 89801

DEED OF DEDICATION
(RIGHT-OF-WAY, PUBLIC UTILITIES AND SLOPE EASEMENT)

THIS INDENTURE, made and entered into between **ELKO MOUNTAIN VILLAGE, LLC**, a Utah limited-liability company, Grantor, and the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, Grantee.

W I T N E S S E T H:

That the Grantor, for valuable consideration, the receipt of which is hereby acknowledged, does hereby dedicate to the Grantee a permanent non-exclusive right-of-way, public utilities easement and slope easement, over, across, upon, under and through that portion of the Grantor's property situate within the City of Elko, County of Elko, State of Nevada, set forth in the descriptions attached hereto at **Exhibits A (right-of-way and public utilities) and Exhibit C (slope easement)** and depicted on the maps attached hereto at **Exhibit B (right-of-way and public utilities) and Exhibit D (slope easement)**, the right-of-way hereby being dedicated for a public street and right-of-way and public utilities, and the slope easement hereby being dedicated for the purpose of adjusting and stabilizing the elevation difference between the right-of-way and adjoining property, such dedications to include, without limitation, the right of the Grantee to perform all associated maintenance thereon.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be executed

///
///
///
///
///
///
///
///
///

this 26th day of April, 2021.

GRANTOR:

ELKO MOUNTAIN VILLAGE, LLC

By: *Luke M Lambert*

Its: Manager

STATE OF NEVADA)
) ss.
COUNTY OF ELKO)

On this 26 day of April, 2021, personally appeared before me,
a Notary Public, Luke Lambert, who acknowledged
that he/she executed the above instrument.

Aaron Jensen
NOTARY PUBLIC

Mail tax statement (if applicable) to:

City of Elko
1751 College Avenue
Elko, Nevada 89801

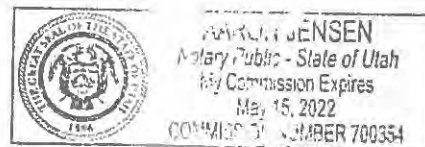


Exhibit A
LEGAL DESCRIPTION FOR RIGHT-OF-WAY DEDICATION

An area of land within Parcel 3, as shown on the Boundary Line Adjustment Map for Elko Mountain Village, recorded in the office of the Elko County Recorder as file no. 670946, also located in the northeast quarter of the northeast quarter of Section 24, Township 34 North, Range 55 East, M.D.B. & M. which is further described as follows;

Beginning at the northwesterly corner of said Parcel 3, which bears South 75°35'43" West, a distance of 1,345.61 feet from the northeast corner of said Section 24;

Thence, along the northerly boundary of said Parcel 3, North 81°43'00" East, a distance of 98.62 feet;

Thence, continuing along the northerly boundary of said Parcel 3, along a tangent circular curve to the right, with a radius of 600.00 feet, an arc length of 556.70 feet, and a central angle of 53°09'39";

Thence, leaving said northerly boundary of said Parcel 3, South 44°52'39" West, a distance of 30.00 feet;

Thence, along a non-tangent circular curve to the left, from a tangent that bears North 45°07'21" West, with a radius of 570.00 feet, an arc length of 528.86 feet, and a central angle of 53°09'39";

Thence, South 81°43'00" West, a distance of 5.63 feet;

Thence, along a tangent circular curve to the left, with a radius of 25 feet, an arc length of 35.61 feet, and a central angle of 81°37'18";

Thence, South 80°23'37" West, a distance of 76.10 feet, more or less, to the westerly boundary of said Parcel 3, of file no. 670946;

Thence along said westerly boundary of said Parcel 3, North 0°05'46" East, a distance of 53.69 feet, more or less, to the point of beginning.

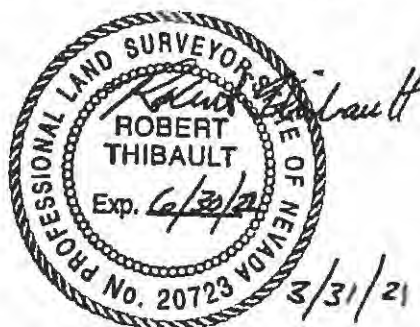
This right-of-way contains ±21,089 square feet.

The Basis of Bearings for this description is the Boundary Line Adjustment Record of Survey for K.R.L. Partnership & Cotoko, recorded in the office of the Elko County Recorder as file no. 536658, on June 29, 2005. The right-of-way for Lamoille Highway, State Route 227 was drawn from the record information on the Parcel Map for the City of Elko, Nevada, recorded in the office of the Elko County Recorder as file no. 443291, on April 7, 1999, and was rotated to match file no. 536658.

Description prepared by:

Robert Thibault, PE, PLS

Civil Engineer for the City of Elko



NORTH $\frac{1}{4}$ CORNER SECTION 24, T34N, R55E
 POSITION CALCULATED PER
 RECORD DIMENSIONS ON
 BOUNDARY LINE ADJUSTMENT,
 RECORD OF SURVEY,
 FILE NO. 536658.

NORTHEAST CORNER
 SECTION 24, T34N, R55E
 FOUND 3.5" GLO BRASS CAP

S89°49'58"E

1302.75' ROADWAY
 DEDICATED BY FILE
 NO. 219763

S89°49'58"E 1,302.75'

SECTION TIE: BEARS S75°35'43"W,
 1,345.61' FROM THE NE COR. SEC. 24

PORTION OF
 RIGHT-OF-WAY ON
 ANOTHER PARCEL
 DEDICATED BY
 SEPARATE DOCUMENT

ELKO MOUNTAIN WAY
 ON ANOTHER PARCEL
 DEDICATED BY
 SEPARATE DOCUMENT

ELKO MOUNTAIN WAY
 HEREBY DEDICATED
 21,089 SF

TANGENT
 N45°07'21"W

PARCEL 3, FILE NO 670946
 ELKO MOUNTAIN VILLAGE LLC.
 APN: 001-770-010

Line Table

Line #	Length	Direction
L55	53.69'	N00°05'46"E
L56	98.62'	N81°43'00"E
L57	30.00'	S44°52'39"W
L58	5.63'	S81°43'00"W
L59	76.10'	S80°23'37"W

Curve Table

Curve #	Length	Radius	Delta
C34	35.61'	25.00'	81°37'18"

400.00

LANOLLE HIGHWAY
 SR 227



300' 0 300'



CITY OF ELKO
 1751 COLLEGE AVE
 ELKO, NEVADA 89801
 775-777-7210

SCALE

HORZ 1"=300'

VERT NONE

DATE 3/19/21

EXHIBIT B

MAP OF RIGHT-OF-WAY DEDICATION
 FOR APN: 001-770-010
 SECTION 24, T 34 N, R 55 E

Exhibit C
LEGAL DESCRIPTION FOR A SLOPE EASEMENT

An area of land within Parcel 3, as shown on the Boundary Line Adjustment Map for Elko Mountain Village, recorded in the office of the Elko County Recorder as file no. 670946, also located in the northeast quarter of the northeast quarter of Section 24, Township 34 North, Range 55 East, M.D.B. & M. which lies south of the Elko Mountain Way right-of-way described in Exhibit A of this document, and lies north of the following described line;

Beginning at a point along the westerly boundary of said Parcel 3, which bears South 72°18'45" West, a distance of 1,368.12 feet from the northeast corner of said Section 24;

Thence, North 85°38'14" East, a distance of 282.30 feet;

Thence, South 63°59'34" East, a distance of 227.52 feet;

Thence, South 38°48'57" East, a distance of 122.53 feet;

Thence, North 49°48'08" East, a distance of 101.13 feet, more or less, to the northerly boundary of said Parcel 3, of file no. 670946.

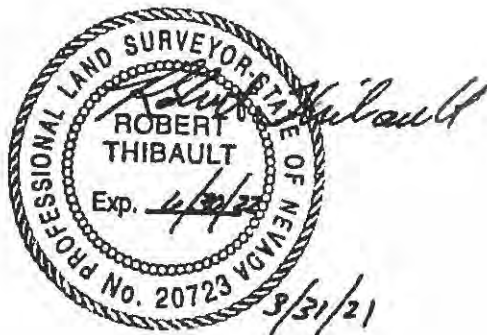
This slope easement contains ±36,411 square feet (±0.836 acres) more or less.

The Basis of Bearings for this description is the Boundary Line Adjustment Record of Survey for K.R.L. Partnership & Cotoko, recorded in the office of the Elko County Recorder as file no. 536658, on June 29, 2005.

Description prepared by:

Robert Thibault, PE, PLS

Civil Engineer for the City of Elko



NORTH $\frac{1}{4}$ CORNER SECTION 24, T34N, R55E
POSITION CALCULATED PER
RECORD DIMENSIONS ON
BOUNDARY LINE ADJUSTMENT,
RECORD OF SURVEY,
FILE NO. 536658.

NORTHEAST CORNER
SECTION 24, T34N, R55E
FOUND 3.5" GLO BRASS CAP

S89°49'58"E
1302.75'

S89°49'58"E 1,302.75'

SLOPE EASEMENT
36,411 SF
0.836 ACRES

EASEMENTS ON
ANOTHER PARCEL
GRANTED BY
SEPARATE DOCUMENT

TIE FROM NE CORNER
S24, T34N, R55E
S 72°18'45" W, 1,368.12'

N85°38'14"E
282.30'

S63°59'34"E
227.52'

ELKO MOUNTAIN WAY
RIGHT-OF-WAY AS
DESCRIBED IN EXHIBIT
A OF THIS DOCUMENT

PARCEL 3, FILE NO 670946
ELKO MOUNTAIN VILLAGE LLC.
APN: 001-770-010

400.00

LANDOILE HIGHWAY
SR 227

Line Table		
Line #	Length	Direction
L94	122.53'	S38°48'57"E
L95	101.13'	N49°48'08"E

S24, T34N, R55E
S19, T34N, R56E



CITY OF ELKO
1751 COLLEGE AVE
ELKO, NEVADA 89801
775-777-7210

SCALE

HORZ 1"=300'

VERT NONE

DATE 3/31/21

EXHIBIT D

**MAP OF SLOPE EASEMENTS
FOR APN: 001-770-010
SEC. 24, T34N, R55E, MDB&M**

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Deed of Dedication for Right-of-Way, Public Utilities, and Slope Easement on APN 001-770-011, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 25, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The City of Elko has been working with property owners on Elko Mountain for many years in the hopes of installing a water tank to serve a higher elevation. This will benefit existing residents and will open up a large amount of land for future development. The Proposed Deed of Dedication will provide Right-of-Way to install the need infrastructure associated with a future water tank. 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: **Proposed Deed of Dedication with Exhibits**
9. Recommended Motion: **Approve the Deed of Dedication for Right-of-Way, Public Utilities, and Slope Easement as presented.**
10. Prepared by: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Elko Mountain, LLC**
Attention: Aaron Jensen
aaronkjensen@blueoxdevelopment.com

APN 001-770-011

When Recorded, Mail To:

City of Elko
1751 College Avenue
Elko, Nevada 89801

DEED OF DEDICATION
(RIGHT-OF-WAY, PUBLIC UTILITIES AND SLOPE EASEMENT)

THIS INDENTURE, made and entered into between **ELKO MOUNTAIN VILLAGE, LLC**, a Utah limited-liability company, Grantor, and the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, Grantee.

W I T N E S S E T H:

That the Grantor, for valuable consideration, the receipt of which is hereby acknowledged, does hereby dedicate to the Grantee a permanent non-exclusive right-of-way, public utilities easement and slope easement, over, across, upon, under and through that portion of the Grantor's property situate within the City of Elko, County of Elko, State of Nevada, set forth in the descriptions attached hereto at **Exhibits A (right-of-way and public utilities)** and **Exhibit C (slope easement)** and depicted on the maps attached hereto at **Exhibit B (right-of-way and public utilities)** and **Exhibit D (slope easement)**, the right-of-way hereby being dedicated for a public street and right-of-way and public utilities, and the slope easement hereby being dedicated for the purpose of adjusting and stabilizing the elevation difference between the right-of-way and adjoining property, such dedications to include, without limitation, the right of the Grantee to perform all associated maintenance thereon.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be executed

///
///
///
///
///
///
///
///
///

this 26th day of April, 2021.

GRANTOR:

ELKO MOUNTAIN VILLAGE, LLC

By: Luke M Lambert

Its: Manager

STATE OF NEVADA)
) ss.
COUNTY OF ELKO)

On this 26 day of April, 2021, personally appeared before me,
a Notary Public, Luke Lambert, who acknowledged
that he/she executed the above instrument.

Aaron Jensen
NOTARY PUBLIC

Mail tax statement (if applicable) to:

City of Elko
1751 College Avenue
Elko, Nevada 89801

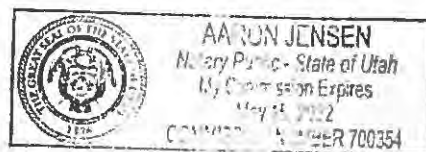


Exhibit A
LEGAL DESCRIPTION FOR RIGHT-OF-WAY DEDICATION

An area of land within Parcel 4, as shown on the Boundary Line Adjustment Map for Elko Mountain Village, recorded in the office of the Elko County Recorder as file no. 670946, also located in the northeast quarter of the northeast quarter of Section 24, Township 34 North, Range 55 East, M.D.B. & M. which is further described as follows;

Beginning at a point that bears North 89°49'58" West along the northerly line of said Section 24, a distance of 1,222.75 feet from the northeast corner of said Section 24;

Thence, South 0°05'42" West, a distance of 267.58 feet;

Thence, along a tangent circular curve to the left, with a radius of 25.00 feet, an arc length of 42.33 feet, and a central angle of 97°00'51";

Thence, along a tangent reverse curve to the right, with a radius of 630.00 feet, an arc length of 482.23 feet, and a central angle of 43°51'25";

Thence, along a tangent reverse curve to the left, with a radius of 20.00 feet, an arc length of 30.03 feet, and a central angle of 86°01'57";

Thence, North 40°54'20" East, a distance of 6.07 feet;

Thence, along a tangent circular curve to the right, with a radius of 375.00 feet, an arc length of 758.76 feet, and a central angle of 115°55'50";

Thence, South 23°09'50" East, a distance of 188.91 feet, more or less, to the southerly boundary of said Parcel 4 of file no. 670946;

Thence, along said southerly boundary of Parcel 4, North 89°49'58" West, a distance of 54.45 feet;

Thence, North 23°09'50" West, a distance of 167.35 feet;

Thence, along a tangent circular curve to the left, with a radius of 325.00 feet, an arc length of 657.60 feet, and a central angle of 115°55'50";

Thence, South 40°54'20" West, a distance of 6.07 feet;

Thence, along a tangent circular curve to the left, with a radius of 20 feet, an arc length of 30.03 feet, and a central angle of 86°01'40";

Thence, South 44°52'39" West, a distance of 30.00 feet, more or less, to the southwesterly boundary of said Parcel 4 of file no. 670946;

Thence, along said southwesterly boundary of Parcel 4, on a non-tangent circular curve to the left, with a tangent bearing of North 45°07'21" West, and a radius of 600.00 feet, an arc length of 556.70, and a central angle of 53°09'39";

Thence, continuing along the southwesterly boundary of said Parcel 4, South 81°43'00" West, a distance of 98.62', more or less, to the westerly boundary of said Parcel 4;

Thence, along said westerly boundary of Parcel 4, North 00°05'46" East, a distance of 18.95 feet, more or less, to the southern tip of the portion of Powder House Road as dedicated by the Map of Division into Large Parcels by K.R.L. Corporation, recorded in the office of the Elko County Recorder as file no. 219763;

Thence along the easterly boundary of said previously dedicated portion of Powder House Road, on a non-tangent circular curve to the left, from a tangent bearing North 37°26'49" East, with a radius of 305.00, an arc length of 238.80, and a central angle of 44°51'37";

Thence, North 7°24'48" West, a distance of 56.68 feet;

Thence, along a tangent circular curve to the right, with a radius of 320.00 feet, an arc length of 38.56 feet, and a central angle of 6°54'16", more or less, to the northerly boundary of said Section 24;

Thence, along said northerly boundary of said Section 24, South 89°49'58" East, a distance of 30.21 feet, more or less, to the point of beginning.

This right-of-way contains ±74,616 square feet.

The Basis of Bearings for this description is the Boundary Line Adjustment Record of Survey for K.R.L. Partnership & Cotoko, recorded in the office of the Elko County Recorder as file no. 536658, on June 29, 2005.

Description prepared by:

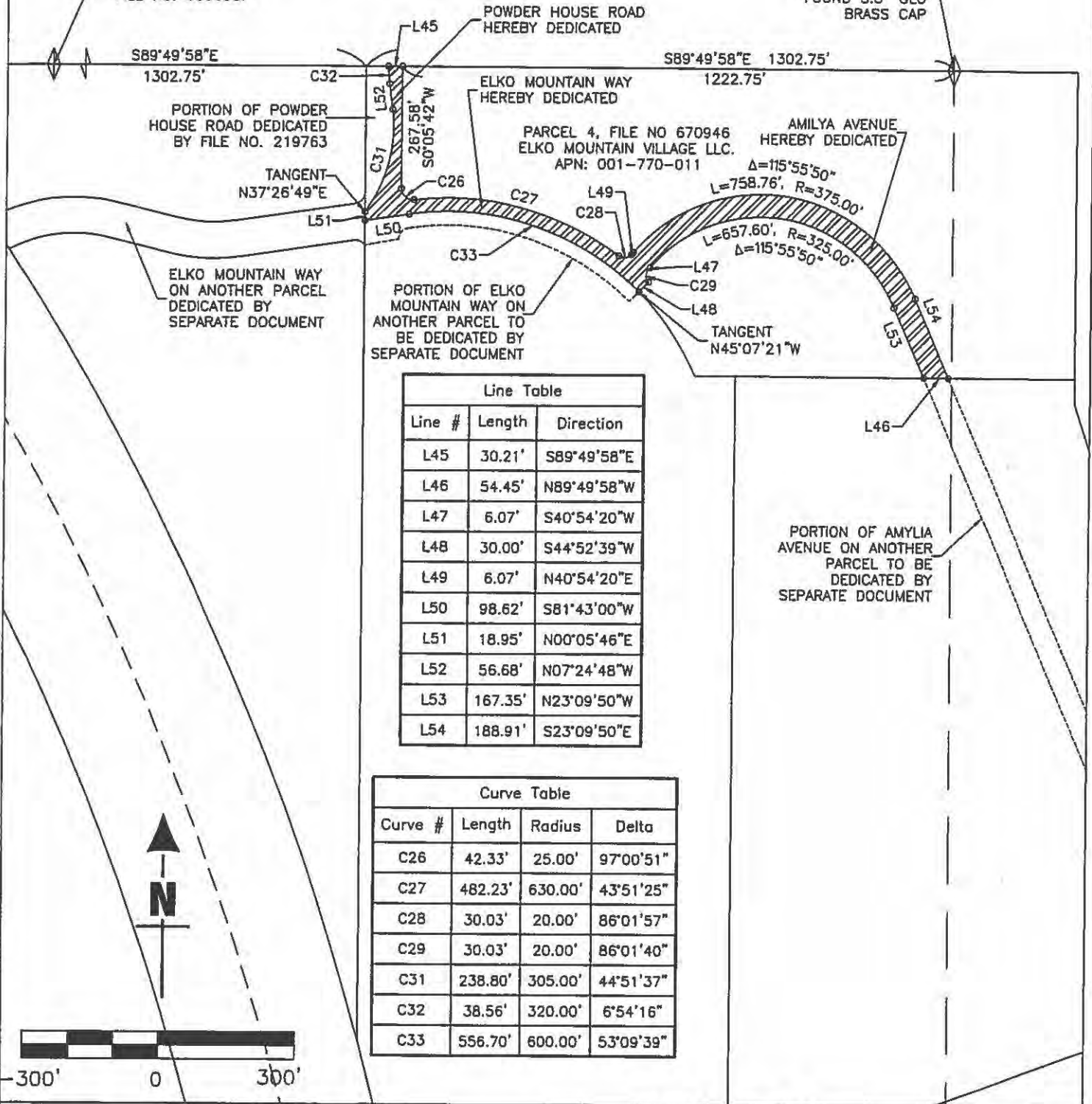
Robert Thibault, PE, PLS

Civil Engineer for the City of Elko



NORTH 1/4 COR SECTION 24
POSITION CALCULATED PER
RECORD DIMENSIONS ON
BOUNDARY LINE ADJUSTMENT,
RECORD OF SURVEY,
FILE NO. 536658.

NORTHEAST CORNER
SECTION 24
FOUND 3.5" GLO
BRASS CAP



CITY OF ELKO
1751 COLLEGE AVE
ELKO, NEVADA 89801
775-777-7210

SCALE

HORIZ 1"=300'

VERT NONE

DATE 3/30/21

EXHIBIT B

MAP OF RIGHT-OF-WAY DEDICATION
FOR APN: 001-770-011
SECTION 24, T 34 N, R 55 E

Exhibit C
LEGAL DESCRIPTION FOR TWO SLOPE EASEMENTS

AREA 1

An area of land within Parcel 4, as shown on the Boundary Line Adjustment Map for Elko Mountain Village, recorded in the office of the Elko County Recorder as file no. 670946, also located in the northeast quarter of the northeast quarter of Section 24, Township 34 North, Range 55 East, and the northwest quarter of the northwest quarter of Section 19, Township 34 North, Range 56 East, M.D.B. & M. which lies north of the rights-of-way of Powder House Road, Elko Mountain Way, and Amilya Avenue as described in Exhibit A of this document, and lies south of the following described line;

Beginning at a point that bears North 89°49'58" West along the northerly line of said Section 24, a distance of 1,163.37 feet from the northeast corner of said Section 24;

Thence, South, 0°20'05" West, a distance of 112.40 feet;

Thence, South 3°31'09" West, a distance of 111.59 feet;

Thence, South 87°41'35" East, a distance of 208.09 feet;

Thence, South 63°24'47" East, a distance of 194.00 feet;

Thence, South 53°47'00" East, a distance of 74.61 feet;

Thence, North 50°56'35" East, a distance of 135.92 feet;

Thence, North 64°53'20" East, a distance of 92.93 feet;

Thence, North 86°33'54" East, a distance of 239.96 feet;

Thence, South 58°06'37" East, a distance of 152.42 feet;

Thence, South 44°23'43" East, a distance of 123.92 feet;

Thence, South 35°37'55" East, a distance of 167.26 feet;

Thence, South 26°02'20" East, a distance of 166.99 feet, more or less, to the southerly line of said Parcel 4, of file no. 670946.

This slope easement contains ±103,141 square feet (±2.368 acres) more or less.

AREA 2

An area of land within Parcel 4, as shown on the Boundary Line Adjustment Map for Elko Mountain Village, recorded in the office of the Elko County Recorder as file no. 670946, also located in the northeast quarter of the northeast quarter of Section 24, Township 34 North, Range 55 East, M.D.B. &

M. which lies south of the rights-of-way of Amilya Avenue as described in Exhibit A of this document, and lies north of the following described line;

Beginning at a point along the southwesterly boundary of said parcel 4, which bears South 51°41'20" West, a distance of 845.50 feet from the northeast corner of said Section 24;

Thence, North 49°48'08" East, a distance of 204.38 feet;

Thence, South 86°00'19" East, a distance of 226.93 feet;

Thence, South 15°23'10" East, a distance of 155.79 feet;

Thence, South 28°27'06" East, a distance of 132.20 feet, more or less, to the southerly boundary of said Parcel 4 f file no. 670946.

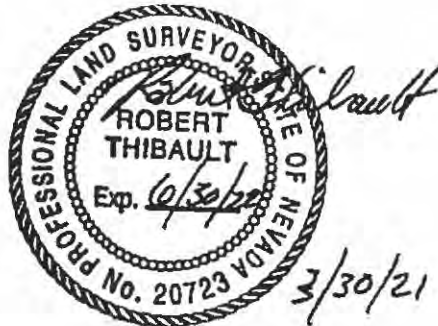
This slope easement contains ±63,194 square feet (±1.451 acres) more or less.

The Basis of Bearings for this description is the Boundary Line Adjustment Record of Survey for K.R.L. Partnership & Cotoko, recorded in the office of the Elko County Recorder as file no. 536658, on June 29, 2005.

Description prepared by:

Robert Thibault, PE, PLS

Civil Engineer for the City of Elko



NORTH 1/4 CORNER SECTION 24, T34N, R55E
POSITION CALCULATED PER
RECORD DIMENSIONS ON
BOUNDARY LINE ADJUSTMENT,
RECORD OF SURVEY,
FILE NO. 536658.

NORTHEAST CORNER
SECTION 24, T34N, R55E
FOUND 3.5" GLO BRASS CAP

S89°49'58"E
1,302.75'

POWDER HOUSE ROAD
RIGHT-OF-WAY AS
DESCRIBED IN EXHIBIT
A OF THIS DOCUMENT

PARCEL 4, FILE NO 670946
ELKO MOUNTAIN VILLAGE LLC.
APN: 001-770-011
TOTAL EASEMENT AREA =
166,355 SF 3.819 ACRES

SLOPE
EASEMENT
AREA 1
103,141 SF
2.368 ACRES

ELKO MOUNTAIN WAY
RIGHT-OF-WAY AS
DESCRIBED IN EXHIBIT
A OF THIS DOCUMENT

EASEMENTS ON
ANOTHER PARCEL
GRANTED BY
SEPARATE DOCUMENT

TIE FROM NE CORNER
S 24, T34N, R55E
S 51°41'20" E, 845.50'

AMILYA AVENUE
RIGHT-OF-WAY AS
DESCRIBED IN EXHIBIT
A OF THIS DOCUMENT

SLOPE EASEMENT
AREA 2
63,194 SF
1.451 ACRES

EASEMENTS ON
ANOTHER PARCEL
GRANTED BY
SEPARATE DOCUMENT

ELKO COUNTY

Line Table

Line #	Length	Direction
L78	112.40'	S00°20'05"W
L79	111.59'	S03°31'09"W
L80	208.09'	S87°41'35"E
L81	194.00'	S63°24'47"E
L82	74.61'	S53°47'00"E
L83	135.92'	N50°56'35"E
L84	92.93'	N64°53'20"E
L85	239.96'	N86°33'54"E
L86	152.42'	S58°06'37"E
L87	123.92'	S44°23'43"E
L88	167.26'	S35°37'55"E
L89	166.99'	S26°02'20"E
L90	204.38'	N49°48'08"E
L91	226.93'	S86°00'19"E
L92	155.79'	S15°23'10"E
L93	132.20'	S28°27'06"E



CITY OF ELKO
1751 COLLEGE AVE
ELKO, NEVADA 89801
775-777-7210

SCALE

HORIZ 1"=300'

VERT NONE

DATE 3/30/21

EXHIBIT D

**MAP OF SLOPE EASEMENTS
FOR APN: 001-770-011**

SEC. 24, T34N, R55E, & SEC. 19, T34N, R56E

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Grant of Easement for Utilities and Slope on APN 006-31E-001, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 25, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The City of Elko has been working with property owners on Elko Mountain for many years in the hopes of installing a water tank to serve a higher elevation. This will benefit existing residents and will open up a large amount of land for future development. The proposed Grant of Easement will provide an easement to place a future water tank and associated utility infrastructure, as well as a slope easement. 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: **Proposed Grant of Easement with Exhibits**
9. Recommended Motion: **Approve the Grant of Easement for Utilities and Slope as presented.**
10. Prepared by: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **David Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution: **Elko Mountain, LLC**
Attn: Aaron Jensen
aaronkjensen@blueoxdevelopment.com

APN 006-31E-001

When Recorded, Mail To:

City of Elko
1751 College Avenue
Elko, Nevada 89801

GRANT OF EASEMENT FOR UTILITIES
(WATER MAINS, WATER TANKS AND
ELECTRICAL SERVICE, AND SLOPE)

THIS GRANT OF EASEMENT is entered into this 28 day of April, 2021, by and between **ROBERT R. WOMACK AND JUNE C. WOMACK, CO-TRUSTEES OF THE WOMACK FAMILY LIVING TRUST OF 2010**, Grantor, and the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, Grantee.

NOW, THEREFORE, Grantor, for valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee a permanent and exclusive utilities easement and slope easement, over, across, upon, under and through that portion of the Grantor's property situate within the City of Elko, County of Elko, State of Nevada, set forth in the descriptions attached hereto at **Exhibits A (utilities) and Exhibit C (slope easement)** and depicted on the maps attached hereto at **Exhibit B (utilities) and Exhibit D (slope easement)**, the utilities easement hereby being granted for the purpose of installing, accessing, and maintaining water mains, water tanks and the necessary electrical service to the water tank site, and the slope easement hereby being granted for the purpose of adjusting and stabilizing the elevation difference between the utilities easement and adjoining property, such easements to include, without limitation, the right of the Grantee to construct all associated improvements and perform all appropriate maintenance thereon.

THIS GRANT OF EASEMENT 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 all the singular the said premises, granted together with the appurtenances, unto said Grantee and its successors, agents, contractors, licensees and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be executed
this 28 day of April, 2021.

GRANTOR:

ROBERT R. WOMACK AND JUNE
C. WOMACK, CO-TRUSTEES OF
THE WOMACK FAMILY LIVING
TRUST OF 2010

By: June C. Womack

Its: _____
STATE OF NEVADA)

COUNTY OF ELKO)

: ss.

GRANTEE:

CITY OF ELKO, a municipal
corporation and political subdivision of
the State of Nevada

By: _____
REECE KEENER
Mayor, City of Elko

This instrument was acknowledged before me on this _____ day of _____,
2021, by Reece Keener, as City of Elko Mayor, on behalf of said entity, as therein named.

NOTARY PUBLIC

STATE OF ~~NEVADA~~)
California) ss.
COUNTY OF ~~ELKO~~)
Plumas

On this 29th day of April, 2021, personally appeared before me,
a Notary Public, June C. Womack, who acknowledged
that he/she executed the above instrument.



[Signature]
NOTARY PUBLIC

Mail tax statement (if applicable) to:

City of Elko
1751 College Avenue
Elko, Nevada 89801

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of AMADOR

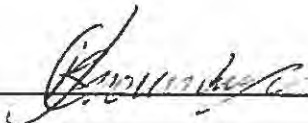
On APRIL 28TH, 2021 before me, JONATHAN GOUNDAR, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared JUNE C. WOMACK
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

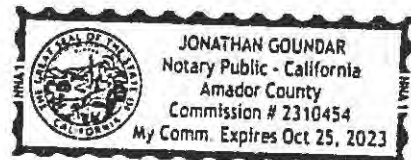


Exhibit A
LEGAL DESCRIPTION FOR A UTILITY EASEMENT

An area of land within the Jerry W. Jones Parcel, as shown on the Boundary Line Adjustment Record of Survey for K.R.L. Partnership & Jerry W. Jones, recorded in the office of the Elko County Recorder as file no. 531048, also located in the west half of Section 19, Township 34 North, Range 56 East, M.D.B. & M. which is further described as follows;

Beginning at a point along the westerly boundary of said Jerry W. Jones Parcel of file no. 531048, which bears South 19°09'46" East, a distance of 1,703.34 feet from the northwest corner of said Section 19, Township 34 North, Range 56 East;

Thence, North 54°53'20" East, a distance of 60.00 feet;

Thence, along a tangent circular curve to the right, with a radius of 175.00 feet, an arc length of 323.82 feet, and a central angle of 106°01'17";

Thence, South 19°05'28" East, a distance of 707.14 feet;

Thence, North 71°51'25" East, a distance of 64.20 feet;

Thence, South 57°59'18" East, a distance of 244.03 feet;

Thence, South 27°40'18" West, a distance of 213.12 feet;

Thence, South 71°51'25" West, a distance of 322.65 feet, more or less, to the westerly boundary of said Jerry W. Jones Parcel of file no. 531048;

Thence, along said westerly boundary of said Jerry W. Jones Parcel of file no. 531048, North 42°21'34" West, a distance of 98.08;

Thence, continuing along said westerly boundary of said Jerry W. Jones Parcel of file no. 531048, North 18°08'32" West, a distance of 246.45 feet;

Thence, leaving said westerly parcel boundary, North 71°51'25" East, a distance of 245.14;

Thence, North 19°05'28" West, a distance of 706.31 feet;

Thence, along a tangent circular curve to the left, with a radius of 125.00 feet, an arc length of 231.30 feet, and a central angle of 106°01'17";

Thence, South 54°53'20" West, a distance of 75.26 feet, more or less to the westerly boundary of said Jerry W. Jones Parcel of file no. 531048;

Thence, along said westerly boundary of said Jerry W. Jones Parcel of file no. 531048, North 18°08'32" West, a distance of 52.28 feet, more or less, to the point of beginning.

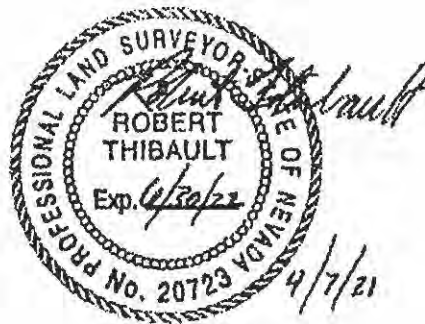
This Utility Easement contains ±198,022, square feet (±4.546 acres).

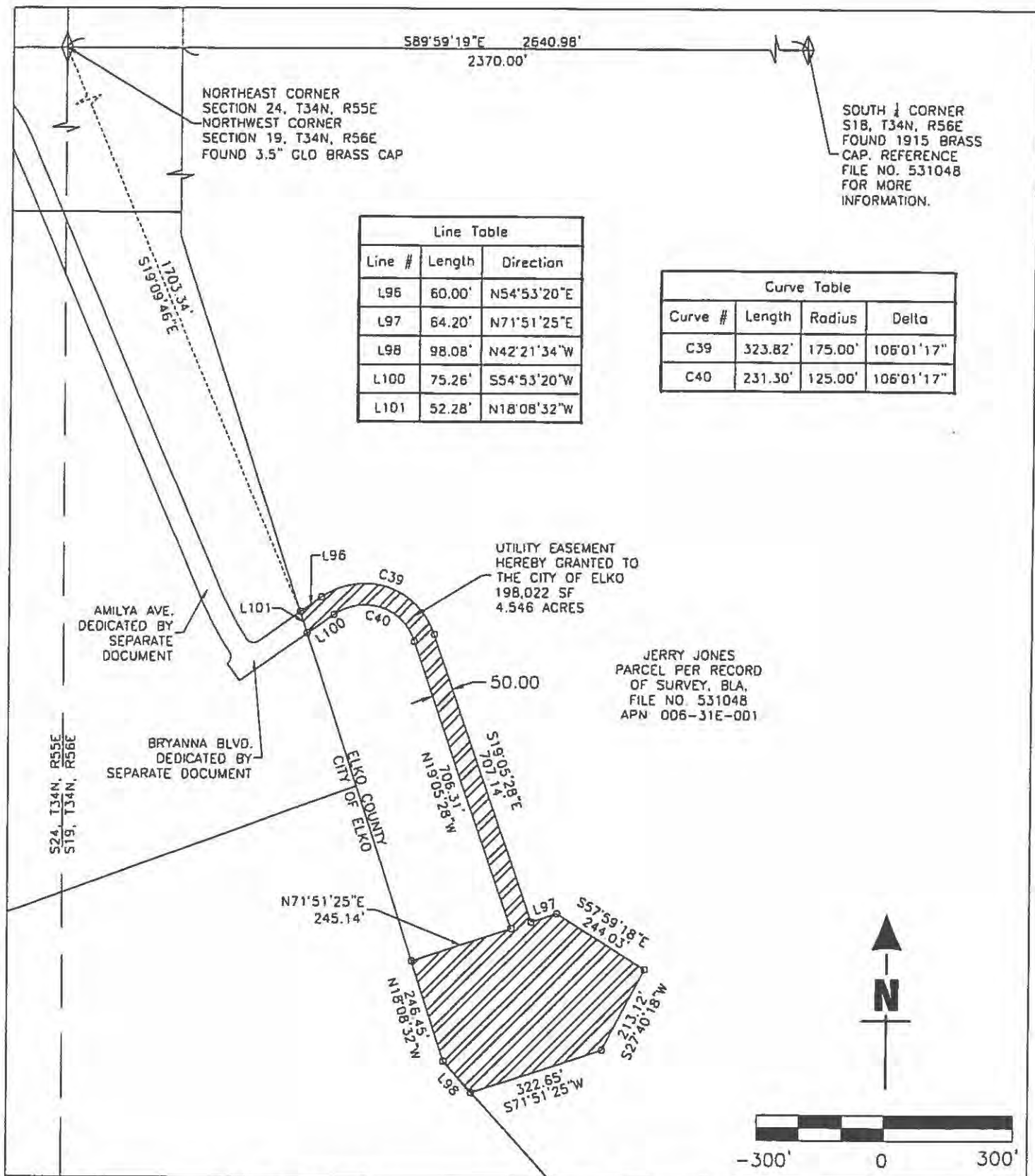
The Basis of Bearings for this description is the Boundary Line Adjustment Record of Survey for K.R.L. Partnership & Jerry W. Jones, recorded in the office of the Elko County Recorder as file no. 531048, on February 28, 2005.

Description prepared by:

Robert Thibault, PE, PLS

Civil Engineer for the City of Elko





Line Table		
Line #	Length	Direction
L96	60.00'	N54°53'20"E
L97	64.20'	N71°51'25"E
L98	98.08'	N42°21'34"W
L100	75.26'	S54°53'20"W
L101	52.28'	N18°08'32"W

Curve Table			
Curve #	Length	Radius	Delta
C39	323.82'	175.00'	106°01'17"
C40	231.30'	125.00'	106°01'17"

Elko
CITY OF ELKO
1751 COLLEGE AVE
ELKO, NEVADA 89801
775-777-7210

SCALE
HORZ 1"=300'
VERT NONE
DATE 4/7/21

EXHIBIT B
UTILITY EASEMENT DISPLAY MAP
FOR APN: 006-31E-001
SEC. 19, T34N, R56E

U:\Rater\panda\house rd\Elko Co - Warren Economic.org

Exhibit C
LEGAL DESCRIPTION FOR TWO SLOPE EASEMENTS

AREA 1

An area of land within the Jerry W. Jones Parcel, as shown on the Boundary Line Adjustment Record of Survey for K.R.L. Partnership & Jerry W. Jones, recorded in the office of the Elko County Recorder as file no. 531048, also located in the west half of Section 19, Township 34 North, Range 56 East, M.D.B. & M., which lies northeasterly of the Utility Easement described in Exhibit A of this document, and lies southwesterly of the following described line;

Beginning at a point along the westerly boundary of said Jerry W. Jones Parcel as shown on said file no. 531048, which bears South 19°13'21" East, a distance of 1,609.31 feet from the northwest corner of said Section 19, Township 34 North, Range 56 East;

Thence, North 86°29'16" East, a distance of 209.72 feet;

Thence, South 79°02'17" East, a distance of 157.78 feet;

Thence, South 57°10'20" East, a distance of 99.57 feet;

Thence, South 17°07'08" East, a distance of 288.22 feet;

Thence, South 6°43'16" East, a distance of 168.57 feet;

Thence, South 15°05'58" East, a distance of 288.00 feet, more or less, to the Utility Easement described in Exhibit A of this document.

This slope easement contains ±90,673 square feet (±2.082 acres) more or less.

AREA 2

An area of land within the Jerry W. Jones Parcel, as shown on the Boundary Line Adjustment Record of Survey for K.R.L. Partnership & Jerry W. Jones, recorded in the office of the Elko County Recorder as file no. 531048, also located in the west half of Section 19, Township 34 North, Range 56 East, M.D.B. & M. which lies southwesterly of the Utility Easement described in Exhibit A of this document, and lies northeasterly of the following described line;

Beginning at a point along the westerly boundary of said Jerry W. Jones Parcel as shown on said file no. 531048, which bears South 19°05'40" East, a distance of 1,825.30 feet from the northwest corner of said Section 19, Township 34 North, Range 56 East;

Thence, North 62°01'09" East, a distance of 161.44 feet;

Thence, South 26°49'34" East, a distance of 292.05 feet;

Thence, South 16°10'56" East, a distance of 370.39 feet;

Thence, South 26°36'28" East, a distance of 101.86 feet, more or less, to the Utility Easement described in Exhibit A of this document.

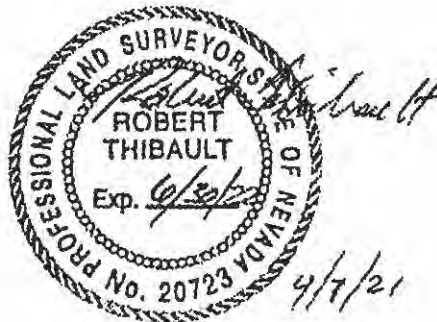
This slope easement contains ±50,191 square feet (±1.152 acres) more or less.

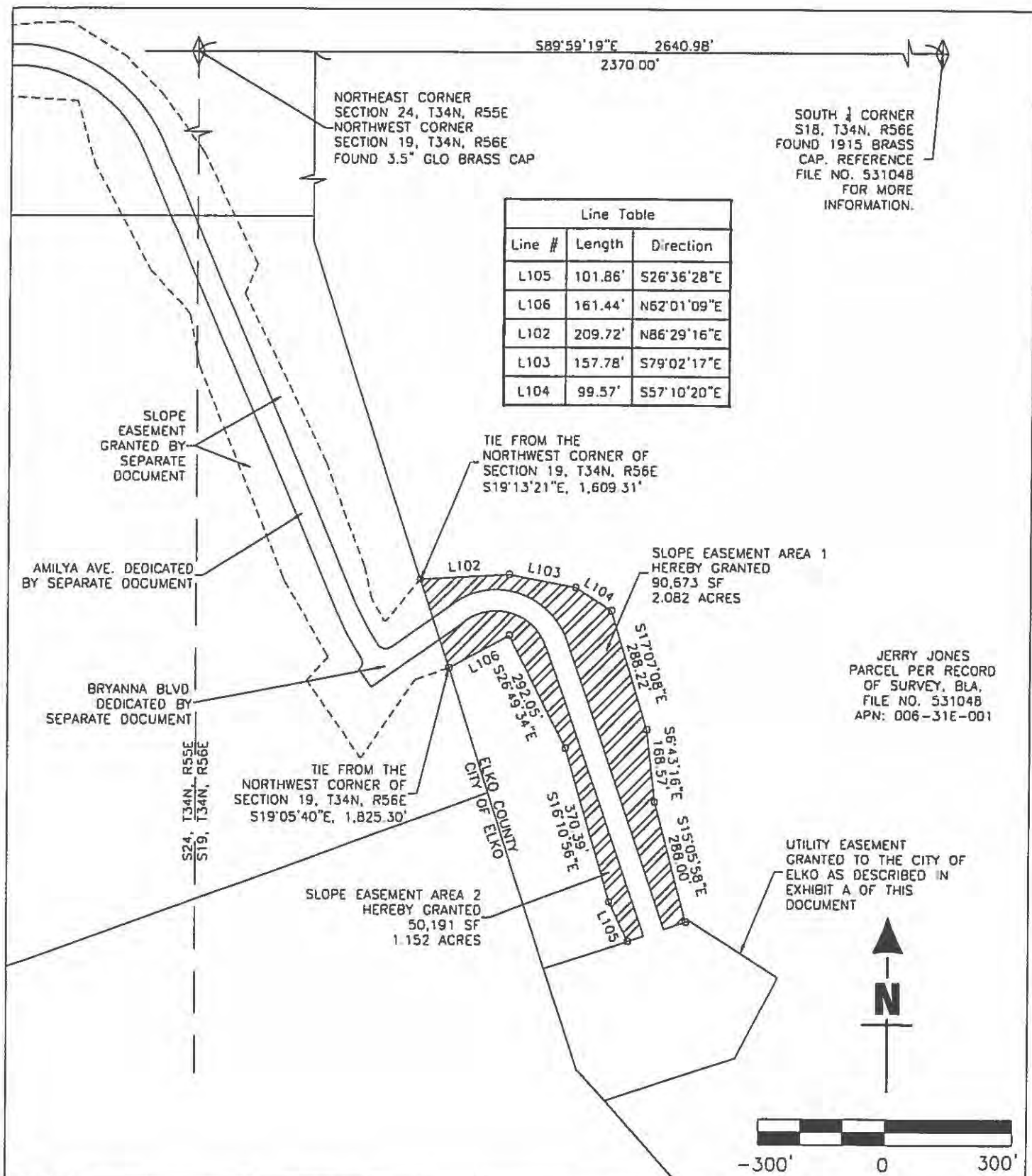
The Basis of Bearings for this description is the Boundary Line Adjustment Record of Survey for K.R.L. Partnership & Jerry W. Jones, recorded in the office of the Elko County Recorder as file no. 531048, on February 28, 2005.

Description prepared by:

Robert Thibault, PE, PLS

Civil Engineer for the City of Elko





**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Grant of Easement for Utilities, Drainage, and Access on APN 001-553-009, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 25, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The Ruby View Heights subdivision was developed as a County development and was subsequently annexed into the City. The subdivision was designed to direct all of the subdivision drainage to the subject lot and drain out to Ruby Vista Drive. This lot was originally dedicated as a park with open drainage meandering through the property. In the years since, the parcel has become private property, but has remained vacant. The current property owners are planning to develop the lot with a single-family residence and pipe the drainage under the property. The City of Elko has determined that, in order to maintain the established drainage of the subdivision, an easement is required to protect this new drainage pipe. The proposed Grant of Easement will establish this goal. 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: **Proposed Grant of Easement with Exhibits**
9. Recommended Motion: **Approve the Grant of Easement for Utilities, Drainage, and Access as presented.**
10. Prepared by: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **David Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution: **Lynn and Penny Forsberg
461 N Canyon Road, #10
Spring Creek, NV 89815**

APN: 001-553-009

After Recordation Return To:

City of Elko
City Planner
1751 College Avenue
Elko, Nevada 89801

GRANT OF EASEMENT
(Utilities, Drainage and Access)

THIS GRANT OF EASEMENT is entered into this ____ day of _____, 2021 by and between **LYNN R. FORSBERG AND PENNY K. FORSBERG, husband and wife, as Joint Tenants with Right of Survivorship ("Grantor")** and the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada ("Grantee").

W I T N E S S E T H :

WHEREAS, Grantor is the owner of certain real property situate in the County of Elko, State of Nevada, more particularly described at **Exhibit "A"** and shown on the map at "**Exhibit B,**" Exhibits "**A**" and "**B**" being attached hereto and by this reference made a part hereof, the foregoing property collectively referred to as the "Easement Property;" and

WHEREAS, Grantor desires to grant a permanent utility installation, drainage maintenance and access easement to Grantee and its successors and assigns over the Easement Property for the purposes of and on the terms and conditions set forth herein.

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

1. **Grant of Utility Easement.** Grantor hereby grants to Grantee and its successors, assigns, licensees, contractors, invitees and agents, a permanent public easement and right-of-way, over, across, upon, under and through that portion of the Easement Property described on the "Legal Description for a Public Utility and Drainage Easement" attached hereto at **Exhibit "A"** and depicted on the map entitled "Display Map for a Public Utility and Drainage Easement" attached hereto at **Exhibit "B"** and made a part hereof, the easement being depicted thereon as "**20' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT**"

GOICOECHEA, DI GRAZIA, COYLE & STANTON, LTD.
Attorneys at Law
530 Idaho Street, P.O. Box 1358
Elko, Nevada 89801 - (775) 738-8091

HEREBY GRANTED," for ingress and egress for the purpose of installation, construction, grading, excavation, operation, repair and maintenance of public utilities.

2. **Grant of Drainage Easement.** Grantor hereby grants to Grantee and its successors, assigns, licensees, contractors, invitees and agents, a permanent non-exclusive easement and right-of-way, over, across, upon, under and through that portion of the Easement Property described on the "Legal Description for a Public Utility and Drainage Easement" attached hereto at **Exhibit "A"** and depicted on the map entitled "Display Map for a Public Utility and Drainage Easement" attached hereto at **Exhibit "B"** and made a part hereof, the easement being depicted thereon as "20' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT HEREBY GRANTED," 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 Easement Property or other real property owned by Grantor without the prior written consent of Grantor.

THIS GRANT OF EASEMENT and the terms contained herein shall run with the land and become and be a burden on the Easement 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 all the singular the said premises, granted together with the appurtenances, unto said Grantee their successors, agents, contractors, licensees and assigns forever.

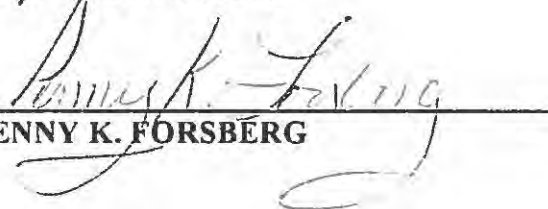
IN WITNESS WHEREOF, Grantor and Grantee have caused these presents duly to be executed the day and year first above written.

Signatures and Notaries on Pages 3 and 4.

GRANTOR:



LYNN R. FORSBERG



PENNY K. FORSBERG

GRANTEE:

**CITY OF ELKO, a political subdivision of
the State of Nevada**

By: _____
**REECE KEENER
Mayor, City of Elko**

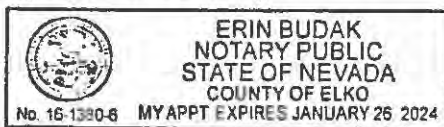
STATE OF NEVADA)
 : ss.
COUNTY OF ELKO)

This instrument was acknowledged before me on this _____ day of _____,
2021, by Reece Keener, as City of Elko Mayor, on behalf of said entity, as therein named.

NOTARY PUBLIC

STATE OF NEVADA)
 : ss.
COUNTY OF ELKO)

This instrument was acknowledged before me on this 19 day of May.
2021, by Lynn R. Forsberg.



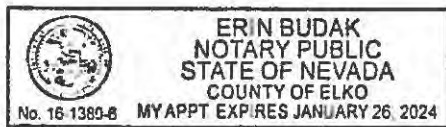


NOTARY PUBLIC

///
///
///
///
///
///
///

STATE OF NEVADA)
 : ss.
COUNTY OF ELKO)

This instrument was acknowledged before me on this 19 day of May,
2021, Penny K. Forsberg.



Erin Budak
NOTARY PUBLIC

Exhibit A
LEGAL DESCRIPTION FOR A PUBLIC UTILITY AND DRAINAGE EASEMENT

A 20 foot wide strip of land located in the northwest quarter of the Section 10, Township 34 North, Range 55 East, M.D.B. & M. which lies within Lot 3 as shown on the map of Ruby View Heights Subdivision, recorded in the office of the Elko County Recorder as file no. 17686, and is adjacent to the easterly boundary of said Lot 3 of Ruby View Heights Subdivision, and is more particularly described as follows;

Beginning at the northerly most corner of said Lot 3 of Ruby View Heights Subdivision, which bears South 45°12'28" East, from the centerline intersection of Fairway Drive and Keppler Drive (formerly Alberta Drive);

Thence, South 22°33'16" East, along the easterly boundary of said Lot 3, a distance of 268.87 feet, to the southeasterly corner of said Lot 3 of Ruby View Heights Subdivision;

Thence, South 89°03'00" West, along the southerly boundary of said Lot 3 of Ruby View Heights Subdivision, a distance of 21.51 feet;

Thence, North 22°33'16" West, a distance of 260.87 feet, more or less, to the southeasterly right-of-way of Fairway Drive;

Thence, North 67°13'00" East, along said southeasterly right-of-way of Fairway Drive, a distance of 20.00 feet, more or less, to the point of beginning.

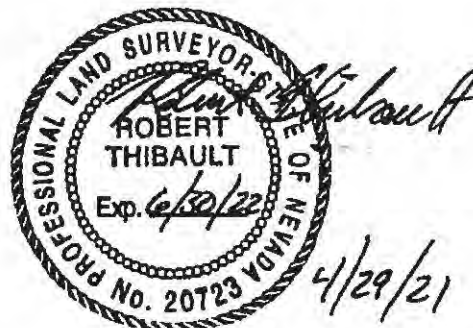
This strip of land contains $\pm 5,297$ square feet, more or less.

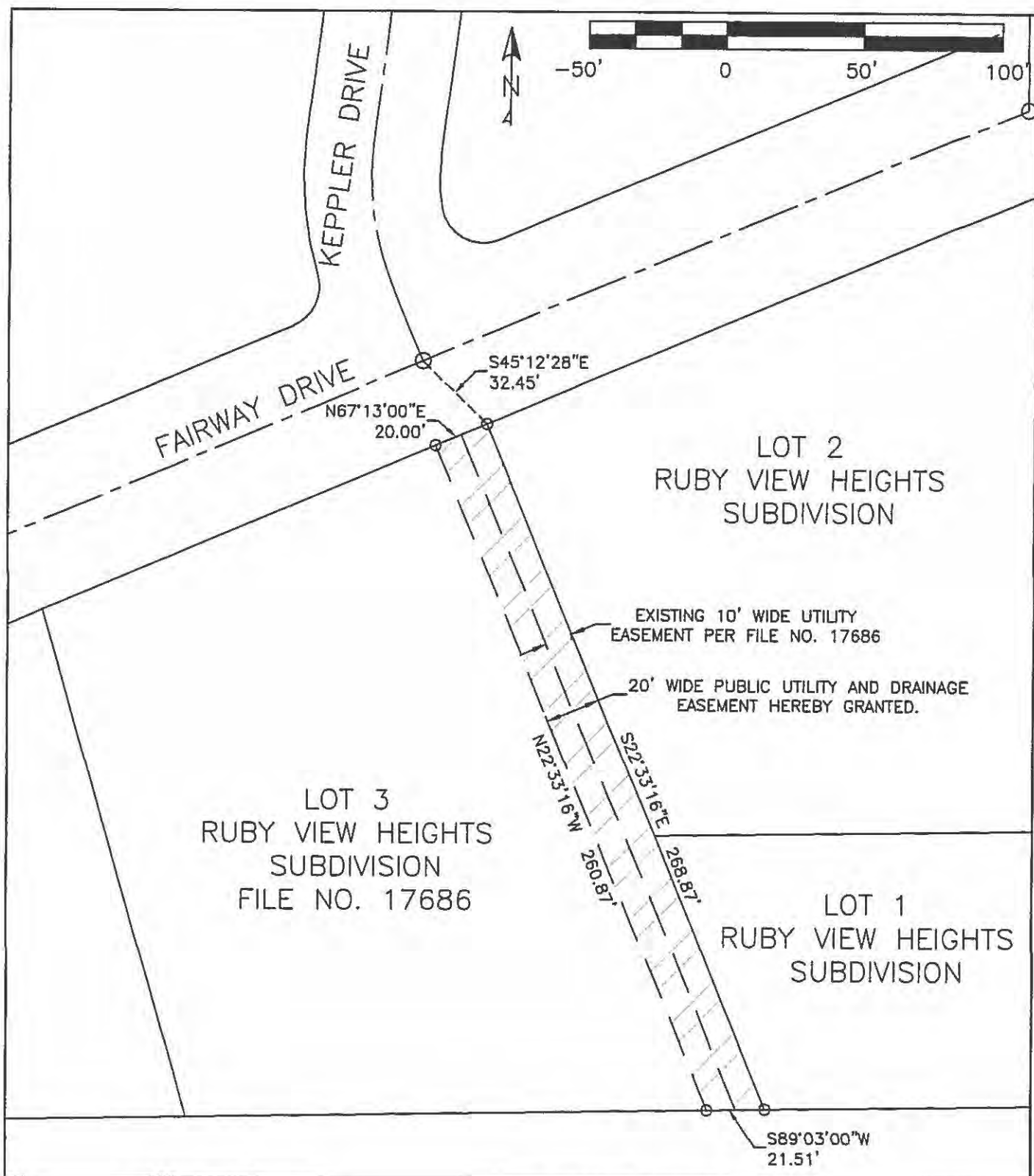
The Basis of Bearings for this description is the map of Ruby View Heights Subdivision, recorded in the office of the Elko County Recorder as file no. 17686.

Description prepared by:

Robert Thibault, PE, PLS

Civil Engineer for the City of Elko





CITY OF ELKO
1751 COLLEGE AVE
ELKO, NEVADA 89801
775-777-7210

EXHIBIT B

DISPLAY MAP FOR A

PUBLIC UTILITY AND DRAINAGE EASEMENT

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible final acceptance of Airport Improvement Project No. 3-32-0005-051 (AIP 51) Purchase Snow Removal Equipment, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 25, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **On May 12, 2020, City Council awarded a bid to Wausau Equipment Company in the amount of Two Hundred Sixty-Nine Thousand Five Hundred Twenty-Five Dollars (\$269,525.00). Wausau Equipment company delivered SRE Snowplow with a 22ft blade and an 1800-gallon De-icing tank on a Freightliner Chassis. Associated training with Staff on the equipment was completed May 6th and 7th. Wausau Equipment Company has substantially completed their contractual agreements. JF**
6. Budget Information:
 Appropriation Required: **\$269,525.00** **Federal Share**
 Budget amount available: **No Local Match**
 Fund name: **Airport Enterprise Fund**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Pictures**
9. Recommended Motion: **Move to approve final acceptance and authorize Staff to begin the closeout process of 3-32-0005-051 with the FAA.**
10. Prepared by: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution: **Kirk Nielsen, P.E.
 Program Manager, Jviation, Inc.
 Kirk.Nielsen@woolpert.com**





**Elko City Council
Agenda Action Sheet**

1. Title: **Review and possible award of an advertising contract to Lamar Airport Advertising to provide for the advertising within the airport terminal and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 25, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information. **On May 11, 2021, Council awarded a bid to Lamar Airport Advertising and authorized Staff to negotiate a five (5) year agreement. JF**
6. Budget Information: **N/A**

Appropriation Required:
Budget amount available:
Fund name:
7. Business Impact Statement: **NA**
8. Supplemental Agenda Information: **Lamar Airport Advertising Contract**
9. Recommended Motion: **Move to approve the five (5) year contract between Lamar Airport Advertising and the City of Elko.**
10. Prepared by: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution: **Shauna Forsythe**
Director of Business Development
sforsythe@lamar.com

Ted Mann
Vice President / General Manager
Airports & Transit - West
tmann@lamar.com

TERMINAL MAP

Exhibit "A"



- Interactive Visitor Kiosk
- 47.5" x 95.5" Backlit
- 43" x 62" Backlit
- 48" x 36" Backlit
- 41" x 58" Backlit
- Custom Display
- Hanging Banner
- Column Banner
- Digital Network
- Bathroom
- Entrance and Exit
- TSA / Security

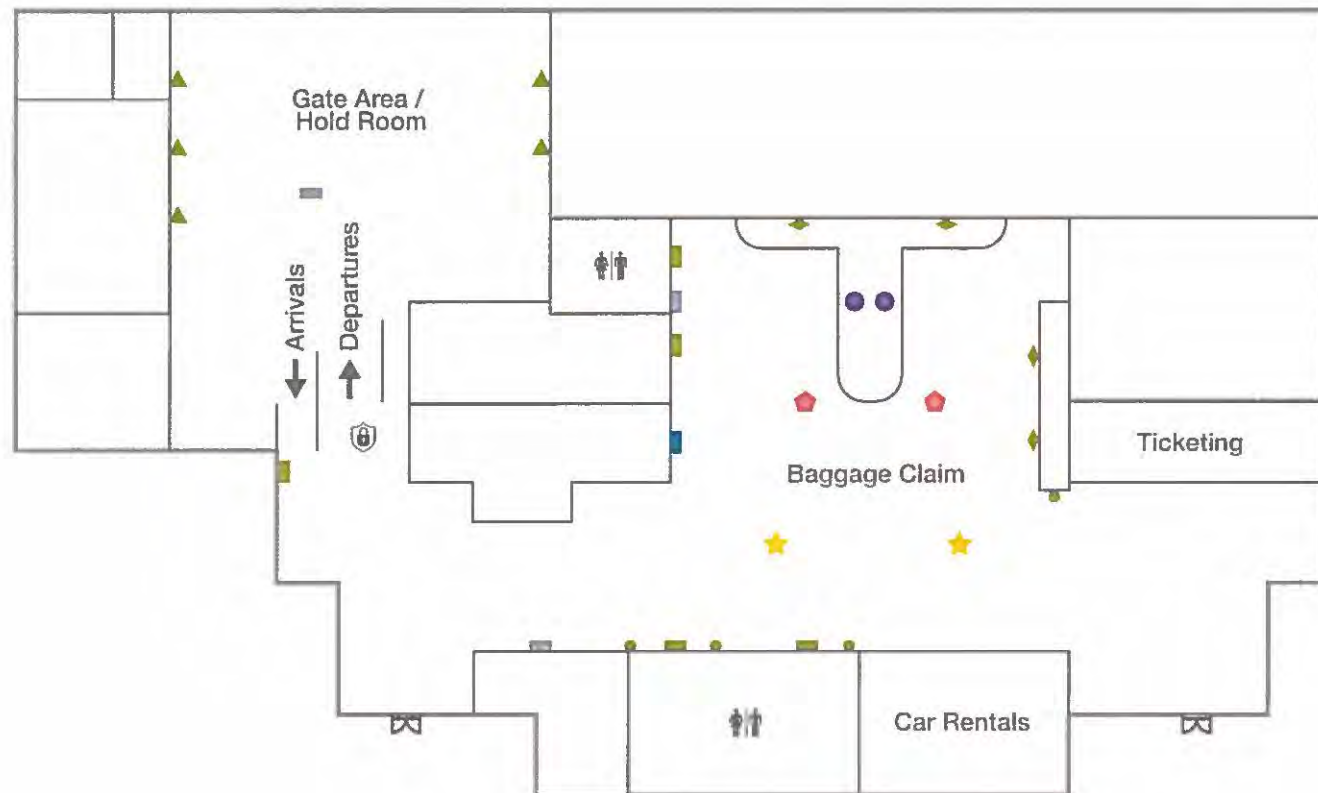


Exhibit B

CIVIL RIGHTS AND NON-DISCRIMINATION

1. LESSEES agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If LESSEES transfer their obligation to another, the transferee is obligated in the same manner as LESSEES. This provision obligates LESSEES for the period during which the property is used or possessed by LESSEES and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
2. During the performance of this Agreement, LESSEES for themselves, their assignees, and successors in interest, agree to comply with the following non-discrimination statutes and authorities:
 - A. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - B. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - D. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - F. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - G. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age

Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - I. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
 - L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).
3. LESSEES, including personal representatives, successors in interest, and assigns, as a part of the consideration hereof, do hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or

otherwise be subjected to discrimination, (3) that LESSEES will use the premises in compliance with all other requirements imposed by or pursuant to the list of non-discrimination acts and authorities, as enumerated in the preceding subsection. In the event of breach of any of the above nondiscrimination covenants, LESSOR will have the right to terminate this Lease Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the Lease Agreement had never been made or issued.

4. During the performance of this Lease Agreement, LESSEES, for themselves, their assignees, and successors in interest, agree as follows:

- A. Nondiscrimination: LESSEES, with regard to the work performed by them during the Lease Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. LESSEES will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- B. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by LESSEES for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by LESSEES of contractor's obligations under this Lease Agreement and the Nondiscrimination Acts and Authorities.
- C. Information and Reports: LESSEES will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to their books, records, accounts, other sources of information, and their facilities as may be determined by LESSOR or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, LESSEES will so certify to LESSOR or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

- D. Sanctions for Noncompliance: In the event of LESSEES' noncompliance with the non-discrimination provisions of this Lease Agreement, LESSOR will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Lease Agreement, in whole or in part.
- E. Incorporation of Provisions: LESSEES will include the provisions of this subsection in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. LESSEES will take action with respect to any subcontract or procurement as LESSOR or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if LESSEES become involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, LESSEES may request LESSOR to enter into any litigation to protect the interests of LESSOR. In addition, LESSEES may request the United States to enter into the litigation to protect the interests of the United States.

NON-EXCLUSIVE LICENSE AGREEMENT
(Elko Regional Airport)

THIS NON-EXCLUSIVE LICENSE AGREEMENT (hereinafter the “**Agreement**”) is made and entered into on this ___ day of _____, 2021 (hereinafter the “**Effective Date**”) by and between the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada (hereinafter the “**City**”), and Lamar Airport Advertising Company, a Nevada corporation, hereinafter “**Licensee**.”

RECITALS

WHEREAS, the **City** is the owner of the Elko Regional Airport (hereinafter referred to as “**Airport**”) which includes the **Terminal Building**;

WHEREAS, **Licensee** is engaged in the business of operating display advertising within airport terminals;

WHEREAS, this **Agreement** gives **Licensee** the non-exclusive right to operate display advertising equipment at the **Airport**, subject the right of the **City** to revoke this **Agreement** upon thirty (30) days’ written notice or as otherwise provided herein;

WHEREAS, the **City** is willing to permit **Licensee** to use portions of the **Terminal Building** for display advertising pursuant to the terms and conditions set forth in this **Agreement**.

NOW, THEREFORE, for and in consideration of the recitals set forth above and for the covenants and conditions hereinafter contained, it is agreed as follows:

ARTICLE 1
LICENSE

1.1 The **City** hereby grants to **Licensee** a revocable non-exclusive license, subject to the terms and conditions set forth in this **Agreement**, to use that portion of the **Terminal Building** shown in **Exhibit A** (hereinafter the “**Premises**”) for display advertising, to include the sale, placement and display of advertising products as is more fully described herein. It is the intent of the parties that this **Agreement** is not a lease and that **Licensee** has been granted no interest amounting to a leasehold interest. **Licensee**’s advertising displays and equipment shall not be viewed as the real property of **Licensee**.

ARTICLE 2
LICENSE FEE

2.1 **Licensee** agrees to pay to the **City** a **License Fee** during the **Term** (defined

below) calculated as follows:

2.1.1 Thirty Percent (30%) of all **Gross Revenue** derived by **Licensee** from the sale of advertising and advertising space at the **Airport** ("**License Fee**"). "**Gross Revenue**," as used herein, shall mean all moneys paid to or payable to **Licensee** for advertising sales made and for advertising services rendered at or from the **Airport**, regardless of when or where the order is received or delivered, whether on a cash basis or credit; *provided, however*, that:

2.1.1.1 **Gross Revenue** shall exclude any amount paid to **Licensee** by advertisers in connection with design, fabrication or installation of the advertiser's display; any amount paid by the advertisers to **Licensee** for telephone service; standard 15% selling commission for sales/advertising agencies; any sales, use or excise tax imposed by law and separately stated to and paid by an advertiser ("**Sales Tax**"); and amounts owed which are deemed uncollectible by **Licensee** after prudent collection efforts.

2.1.1.2 In the event **Licensee** is unable to collect amounts due from advertisers upon which **Licensee** had previously based Percentage Fee payments after diligent efforts, such "bad debts" shall be deemed uncollectible and an appropriate adjustment shall be made in **Licensee's** subsequent statements and Percentage Fee submissions. If any bad debts are collected by **Licensee** after adjustment, then an appropriate readjustment shall be made to the revenue statement and **License Fee** submission, excluding collection costs.

2.1.1.3 Quantity purchase and incentive discounts shall be allowed in the **License Fee** calculation.

2.1.2 The **License Fee** shall be paid by the fifteenth (15th) day of the following previous quarterly **Term** beginning on the Effective Date for fees owed for the quarter consisting of the following months:

June, July, August and so on quarterly for the remainder of the **Term**.

2.1.3 If passenger enplanements during any calendar quarter of the **Term** fall thirty percent (30%) or more below that recorded for the same quarter of the previous year, then **Licensee** may elect, at its sole discretion, to immediately thereafter terminate this **Agreement**.

2.1.4 **Licensee** shall furnish to the **City** for each quarter a statement showing total **Gross Revenue** by advertiser for the preceding quarter by the fifteenth (15th) day of the month immediately following that quarter. With each quarterly statement, **Licensee** shall remit to the **City** the **License Fee** through the end of the last

quarter.

2.1.5 The **City** shall pay for all phone services, heating, air conditioning, electrical service and other utility service provided to the **Assigned Areas** (defined below), to the same extent it provides those services to the **Terminal Building**. The **City** shall not be required to provide heating and air conditioning service for a period beginning one hour after the last flight has landed each day, until two hours before the first flight is scheduled to depart the following day.

2.1.6 **Licensee** shall keep full and accurate books and records showing all **Gross Revenue**, and the **City** shall have the right, through its representatives, and at all reasonable times, to inspect and audit all such records as may be necessary to verify the reported **Gross Revenue**, including State of Nevada sales tax return records. **Licensee** agrees that all such books and records shall be made available at **Licensee's** office for a period of at least a two (2) years following the end of calendar year during which the **Term** ends.

2.1.7 No later than one hundred twenty (120) days after the end of each calendar year during the **Term**, **Licensee** shall furnish to the **City** a written statement signed by the president, managing member or comparable authorized official of the **Licensee** certifying that the **License Fee** paid by the **Licensee** to the **City** pursuant to this **Agreement** is accurate. Such statement shall also state **Gross Revenues** as shown on the books and records of **Licensee** that were used to compute **License Fee** paid to the **City** during the period covered by the statement.

2.1.8 In the event any additional **License Fee** is determined by the **City** to be due as the result of an audit of **Licensee's** books and records as provided in this Article 2, such amount shall be paid to the **City** within fifteen (15) calendar days of written demand therefor.

ARTICLE 3

TERM

3.1 The **Term** of this **Agreement** shall commence on June 1, 2021, the Effective Date and shall continue thereafter for a period five (5) years. The **City** may renew the **Term** for an additional five (5) years upon the request of the **Licensee**.

3.2 Upon expiration of the **Term**, this **Agreement** may continue on a month to month basis, subject to the terms and conditions hereof, by mutual **Agreement** of the parties.

ARTICLE 4

RIGHTS AND DUTIES

4.1 This **Agreement** permits **Licensee** to operate and provide display advertising in the **Assigned Areas** (defined below). However, this **Agreement**, being non-exclusive, shall not preclude tenants of the **Airport**, including those with exclusive use space within the **Terminal Building**, from entering into separate agreements for the purpose of advertising within their leased premises and related to their operations. All advertising display cases, equipment and fixtures located in the **Terminal Building** prior to the Effective Date shall remain the sole property of the **Airport**.

4.2 **Licensee** shall develop a comprehensive advertising program, fully integrated and coordinated as to design, quality and content, for the **Terminal Building**. Under the comprehensive advertising program, **Licensee** shall establish and operate a high quality, expertly designed commercial advertising displays, including but not limited to: floor exhibits; wall and floor back-lit units; brochure cases; posters; an expo space, hotel and transportation display; electronic displays; computer displays; video displays; board advertising and other forms of advertising that provide attractive and profitable graphic displays of materials, articles, and services of various manufacturers, industries, companies and individuals.

4.3 All installations shall be in good taste, professionally developed, and presented so as to be inoffensive to the general public and of such high caliber as to contribute to the establishment of the **Terminal Building** as a prestigious location for commercial advertising media.

4.4 The specific locations for backlit displays, product cases, poster boards, telephone boards and all other sites available for advertising use in the **Terminal Building** ("**Assigned Areas**"), as of the Effective Date, are shown on **Exhibit A** hereto. The **Assigned Areas** are subject to selection and approval by the **City**. The **Assigned Areas** may be changed from time to time based on the availability of advertising sites at the **Airport** and as may be mutually agreed upon by the parties. In such instance, **Exhibit A** shall be substituted to show such revisions. Should the **City** and the **Licensee** disagree on any advertising locations, the **City's** decision shall be final. However, the **City** shall provide sufficient acceptable advertising locations to allow **Licensee** to satisfy its airport-related direct and indirect equipment, capital depreciation, administrative overhead and service costs from the proceeds of net advertising sales. **Licensee** shall have the non-exclusive use of all **Assigned Areas** for advertising purposes.

4.5 **Licensee** shall be responsible for the commercial advertising program within the **Assigned Areas** and, in carrying out that program, shall utilize the fiscal, marketing and administrative resources of its organization. Through its organization, **Licensee** shall use commercially reasonable efforts to:

4.5.1 Develop, on a continuing basis, a master plan for advertising at the **Airport**;

4.5.2 Follow quality criteria consistent with industry standards resulting in advertising design and content appropriate for the **City**;

4.5.3 Practice space utilization planning that recognizes and meets the needs of all advertising classifications and that ensures maximum revenue returns to the **City** consistent with the advertising master plan;

4.5.4 Provide a sales organization with sufficient ability and experience to solicit and sell local, regional and national advertising for display, with an emphasis on local advertising; and

4.6 **Licensee** shall have rights of ingress and egress to and from the **Assigned Areas**, including, but not limited to, common use roadways, subject to any rules or regulations which may have been established or shall be established in the future by the **City**. Such rights of ingress and egress shall apply to the **Licensee's** employees, agents, contractors and suppliers.

4.7 The **City** shall provide parking facilities to **Licensee's** employees, agents and contractors in areas used for such purposes as employees of other concessionaires at the **Airport**. **Licensee's** vendors shall park in areas designated for temporary vendor parking.

4.8 **Licensee** may utilize additional storage space identified by the **City** as available for such purposes, at the discretion of the **City**.

4.9 **Licensee** will cooperate with the **City** as requested, to install and maintain appropriate signage in the **Assigned Areas**.

ARTICLE 5 **ADVERTISING STANDARDS**

5.1 **Licensee** shall use commercially reasonable efforts to maintain, develop and increase the sales of advertising pursuant to this **Agreement**.

5.2 **Licensee** shall submit annually to the **City**, upon request, a schedule of monthly rates to be applied to the advertising locations in the **Assigned Areas**, with the understanding that advertising locations may be subject to quantity purchase and other incentive discounts and to standard sales/advertising agency deductions or commissions. Discounted monthly rates may be offered to non-profit organizations identified by the

City seeking to engage in non-commercial advertising at the Airport; provided, the amount of any such discount shall be agreed upon by the parties.

5.3 Advertisements, advertising copy, advertising materials and manners of presentation (“Advertisements”) shall be subject to approval by the City prior to installation. Licensee shall not display any Advertisements that have not received pre-approval by the City. Licensee shall immediately remove from the Airport, upon written demand by the City, at its sole cost and expense, any Advertisements installed without prior approval that are determined to be unacceptable. Should the Airport approve advertising copy but then determine the content is unacceptable, the Airport will bear responsibility for any associated cost and expense. In the event any disapproved Advertisements is not removed by Licensee promptly upon receipt of written demand, the City may remove and store the disapproved Advertisements. Licensee hereby releases and holds the City harmless from and against any damage to any Advertisements so removed.

5.4 No Advertisements determined to be offensive by the City may be presented or shown to the public. Licensee will promptly remove or modify the presentation of any Advertisements if so directed by the City.

5.5 Questions or complaints regarding Licensee’s service and/or prices, whether raised by members of the public or the City, shall be submitted to Licensee for response. Licensee’s response (or, if from the public, a copy of the response) shall be provided to the City within ten (10) business days from the date of Licensee’s receipt of the question or complaint.

5.6 Upon the City’s request, Licensee shall meet with the City to review any complaints or concerns regarding any matter subject to this Agreement, to include its advertising program. Licensee shall endeavor in good faith to satisfy all reasonable concerns communicated by the City to Licensee concerning any matter subject to this Agreement, to include Licensee’s advertising program.

5.7 All Advertisements, improvements and equipment used in Licensee’s operation shall conform in all respects to federal, state and local laws, statutes, ordinances and regulations, to include the Elko City Code.

5.8 Licensee shall, at its own expense, identify, provide and maintain in effect any and all licenses and permits required for the activities assigned to Licensee under this Agreement.

ARTICLE 6

IMPROVEMENTS BY THE CITY

6.1 The **City** will provide finished floors, walls and ceilings, advertising fixtures and equipment in the **Assigned Areas**.

6.2 The **City** will provide and maintain all partitions about the perimeter of the **Assigned Areas**, all structural walls and supports, all structural roof construction, all structural floor construction, all exterior window walls designed about the perimeter of the **Assigned Areas**, all required electrical, data lines, telephone services and other utility service to the **Assigned Areas**.

6.3 The **City** will provide electrical connections for signs and digital displays, and networking of all digital displays for remote content management by **Licensee**, as well as the installation of all agreed upon advertising equipment and displays within the **Assigned Areas**.

ARTICLE 7 **IMPROVEMENTS**

7.1 Prior to commencement of the **Term**, upon approval by the **City**, the **Licensee** may access the **Assigned Areas** for visual inspection.

7.2 All improvements, displays, equipment and interior design and decor constructed or installed at the **Airport** prior to the **Term** will conform to all applicable statutes, ordinances, building codes, and **Airport** rules and regulations.

7.3 Requested changes or upgrades to the advertising plan during the **Term** will be submitted by **Licensee** to the **City** for review and approval prior to the commencement of any such work.

7.4 The **Airport Manager** shall, within fourteen (14) days of receipt of any such plans, either approve or disapprove the plans. The **City** reserves the right to reject any plans or portions thereof, in which event the **City** shall provide a written explanation to **Licensee** stating the reason for such rejection with adequate specificity to allow **Licensee** to modify the plans accordingly.

7.5 **Licensee** shall promptly submit a schedule showing the estimated time required to complete the construction and installation of the displays and improvements, as well as costs associated with the fabrication, shipping and installation. costs of which will be borne by the **City**.

7.8 Upon written issuance of a Notice to Proceed by the **Airport Manager**, the **Licensee** shall immediately begin purchasing and delivering equipment to the **Airport** for installation and **Airport** shall immediately begin construction and installation of any required electrical and data line networking improvements in the **Assigned Areas**.

7.9 All equipment ordered by **Licensee** shall conform to the approved plans. No structural alterations or improvements shall be made to or upon the **Assigned Areas** without the prior written approval by the **City**. The quality and acceptability of the finishes in the **Assigned Areas** be subject to the approval of or rejected by the **City**, and all improvements and finishes shall require the written approval of the **City** prior to installation.

7.10 All improvements made by **Licensee** to the **Assigned Areas** shall be of high quality, safe, fire-resistant materials and shall be attractive in appearance, as determined by the **City**.

7.11 **Licensee** and the Airport Manager shall regularly communicate regarding the status of performance of the work.

7.12 One reproducible final "as built" copy of the work described in the approved plans together with any revisions thereto, shall be signed by the **Licensee** and submitted to the Airport Manager within ninety (90) days following completion of construction and installation if requested and required by **City**. **City** will be responsible for the costs associated with "as built" preparation.

7.13 Upon completion of the work described in the approved plans, **Licensee** shall forthwith provide the **City** with a certification confirming that the improvements and displays have been constructed and installed in accordance with the approved plans and in strict compliance with all applicable building codes, laws, statutes, ordinances and regulations.

7.14 All permanent and non-permanent fixtures located within and improvements made to the **Assigned Areas** by the **Licensee** as described in **Exhibit A** shall be and remain the property of the **City**.

ARTICLE 8 **OPERATIONAL STANDARDS**

8.1 The management, maintenance and operation of the **Assigned Areas** shall at all times be under the supervision and direction of an active, qualified, competent manager who shall at all times be subject to the direction and control of **Licensee**.

8.2 The operations of **Licensee**, its employees, agents, suppliers and contractors shall be conducted in an orderly and proper manner in accordance with industry standards.

8.3 Licensee agrees that it shall have a sufficient number of employees and contractors to properly conduct Licensee's operation.

ARTICLE 9

MAINTENANCE

9.1 The City will be responsible to make repairs or improvements of any kind to the **Assigned Areas**, as well as structural repairs to the roof, floor and walls and windows of the **Terminal Building** and general maintenance and upkeep of the **Airport's** interior common use and external areas. The City shall have the right to construct or install over, in, under or through the **Assigned Areas** new lines, pipes, mains, wires, conduits and equipment. The City will correct, at its expense, any damage to advertising fixtures resulting from such activities. The Airport Manager may, at his/or discretion, require the Licensee at Licensee's own expense to repair any damage to the **Assigned Areas** caused by Licensee.

9.2 The City will provide an employee or contractor, up to six (6) hours per month, to maintain and/or clean the static backlit signage and digital network within the **Assigned Areas** as necessary. Such maintenance may include replacement of graphic material in light boxes, rebooting digital network components, shipping and receiving of replacement digital components and advertiser artwork. Such cleaning may include dusting along the tops and sides of the advertising casings and wiping down sign faces.

9.3 The Airport Manager or his/her duly appointed representatives shall remove advertising of and phone service to Licensee or any advertiser if the Licensee is in breach of this Agreement.

9.4 The City shall provide, or cause to be provided, during the **Term**, security protection similar to that afforded to concessionaires and tenants in the **Terminal Building**. Licensee shall have the right, but not the obligation, to provide such additional or supplemental security protection as it may desire at its own cost. Any additional protection shall be subject to the City's regulation and shall in no way hinder or interfere with the City's operations.

9.5 All deliveries of materials and equipment to Licensee at the **Airport** must be in a manner and at a location established by the City. Any and all vendors present in a secure area at the **Airport** must be escorted by authorized City personnel.

ARTICLE 10

COMPLIANCE WITH THE LAW

10.1 Licensee, its officers, agents, servants, employees, contractors, and

Licensees shall in the carrying out of this **Agreement** comply with all present and future Federal, state and local laws, ordinances, orders, directives, rules and regulations, to include the Elko Municipal Code.

10.2 Licensee shall pay when due all income, payroll, sales, real property and personal property taxes related to its operations under this **Agreement**; all license fees; and any and all other taxes, charges, imports, or levies of any nature, whether general or special, which may, at any time, be in any way imposed by local, state or federal authorities other than the **City**, or that become a lien upon the **City**, or the **Assigned Areas** by reason of this **Agreement** or **Licensee's** activities pursuant to this **Agreement**. **Licensee** shall have the right, after giving written notice to the **City** of its intention to do so, to resort to any available legal or administrative proceeding to contest or obtain the review of any tax, charge, or assessment at any time before such tax, charge or assessment becomes delinquent.

10.3 Licensee agrees to observe all applicable requirements (to include security requirements) of the Federal Aviation Administration, the Transportation Security Administration, and the **City**. **Licensee** shall take such steps as may be necessary or directed by the **City** to ensure that its employees, agents and contractors observe these requirements.

10.4 Licensee shall pay wages that are not less than the minimum wages required by law.

ARTICLE 11

INSURANCE AND INDEMNIFICATION

11.1 Licensee shall release, defend, indemnify and hold the **City**, its officers, agents, employees, boards and commissions, harmless from and against any and all liabilities, demands, suits, claims, losses, fines or judgments arising by reason of the injury or death of any person or damage to any property, including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever to the extent caused by the negligence or willful misconduct of **Licensee**, its agents, employees, licensees and contractors arising out of or incident to its acts or omissions pursuant to or in any pertaining to this **Agreement** or the use by **Licensee** of the **Assigned Areas**, regardless of where the injury, death or damage occurs. **Licensee** shall have the right to control the defense of any such claim, suit or other action. This subsection shall not create any third party rights and shall not be interpreted as a waiver by the **City** of any immunities or limitations on damages available to the **City** pursuant to State law.

11.2 Licensee shall maintain throughout the **Term** comprehensive public liability and property damage, insurance in an amount of not less than One Million

Dollars (\$1,000,000.00) combined single limit. Such insurance policies shall name the **City**, its officers, employees, boards and commissions as additional insureds to the full extent of **Licensee's** insurance coverage but in no event less than the required minimum coverage limit amount.

11.3 Licensee shall maintain throughout the **Term** workers' compensation insurance at or above statutory limits.

11.4 Licensee agrees that all insurance policies specified herein, except workers' compensation, shall contain a severability of interest or cross liability provision endorsement which shall read generally as follows: In the event of one of the assured incurring liability to any other of the assured, this policy shall cover the assured against whom claim is or may be made in the same manner as if separate policies had been issued to each assured. Nothing contained herein shall operate to increase the limits of liability.

11.5 Licensee agrees that all insurance policies shall provide that they will not be altered or canceled without thirty (30) days advance written notice to the **City**. Such insurance must provide that it will be considered primary insurance as respects any other valid and collectible insurance, self-insured retention or deductible the **City** may possess. Any other insurance or self-insured retention of the **City** shall be considered excess insurance only.

11.6 Licensee shall obtain all insurance required from an insurance company or companies licensed to do business in the State of Nevada. Approval may be denied a company based on its Best rating or other indication of financial inadequacy.

11.7 Licensee shall provide to the **City** such evidence of compliance with the insurance requirements set forth in this **Agreement** as the **City** may from time to time request. At a minimum, the **Licensee** shall provide, at the commencement of the **Term**, a certificate of insurance. All such certificates shall show compliance with **Licensee's** obligation hereunder, including the naming of the **City** as additional insured. The **City** may also require copies of the declaration page, insurance policy and endorsements thereto.

ARTICLE 12 **GENERAL PROVISIONS**

12.1 Nothing herein contained shall be deemed to grant the **Licensee** any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act.

12.2 This **Agreement** is subject and subordinate to the provisions of any

agreement made between the **City** and the United States Government, either before or after the Effective Date, relating to the operation or maintenance of the **Airport**, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the **City** for **City** purposes, or the expenditure of federal funds for the improvement or development of the **City**, including the expenditure of federal funds for the development of the **City** in accordance with the provisions of the Federal Aviation Act of 1958, as amended. The **City** believes that it has no existing agreements with the United States Government in conflict with this **Agreement**.

12.3 No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

12.4 All notices, requests and other communications under this **Agreement** shall be in writing and sent by United States registered or certified mail, return receipt requested, postage prepaid, or by nationally recognized and receipted overnight courier service (e.g. Federal Express) guaranteeing next business day delivery, addressed as follows:

If to the **City**:

Airport Manager
975 Terminal Way
Elko, Nevada 89801

If to **Licensee**:

Vice President -- Western US Territory
Lamar Airport Advertising Co.
754 South 200 West
Salt Lake City, UT 84101

or to such other addresses of which the **City** or **Licensee** shall have given notice as herein provided.

12.5 The headings of the several articles of this **Agreement** are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this **Agreement** and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.6 If one or more clauses, sections, or provisions of this **Agreement** shall be held to be unlawful, invalid, or unenforceable, the parties hereto agree that the remaining portions of this **Agreement** shall not be affected thereby, and such remaining provisions or portions thereof shall remain in full force and effect.

12.7 The **City** reserves the right to engage in further major development and improvement to the **Airport** as it may see fit, regardless of the desires or views of the **Licensee**; provided, however, that to the extent any such development or improvement causes all or a portion of the **Assigned Areas** to be unfit for normal usage, **License Fee** payments hereunder shall abate in amounts proportionate to the loss of available advertising space, as determined by the **City**.

12.8 All exhibits referred to in this **Agreement** are intended to be and hereby are specifically made a part of this **Agreement**.

12.9 The parties incorporate herein by this reference all provisions required to be contained herein by any governmental body or agency as a matter of law.

12.10 The parties' respective governing boards or bodies, officers, directors, employees, agents and represents shall not be personally liable for any breach of this **Agreement**.

12.11 This **Agreement** shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, **Licensee** shall not assign this **Agreement** without the prior written consent of the **City**.

12.12 In the event the Federal Aviation Administration, the Transportation Security Administration, or their successors require modifications or changes to this **Agreement** as a condition precedent to the granting of funds for the improvement of the **Airport**, or otherwise, **Licensee** hereby gives its consent to such modifications or changes.

12.13 Time is of the essence in this **Agreement**.

12.14 Words of any gender used in this **Agreement** shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

12.15 Neither the **City** nor **Licensee** shall be deemed in violation of this **Agreement** if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, act of God, acts of the public enemy, weather conditions, riots, rebellion, sabotage, pandemics or any other circumstances for which it is not responsible or which is not within its control.

12.16 This **Agreement** and the provisions hereof shall be construed, given effect and governed by the laws of the State of Nevada, and, in the event of a breach of this **Agreement** by either party, the other party shall have all remedies at law or equity provided by the laws of the State of Nevada. Venue for all action regarding this matter shall be in the Fourth Judicial District Court in and for the County of Elko, State of Nevada.

12.17 Should either party be required to seek legal action to enforce or interpret this **Agreement**, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

12.18 Each party shall exercise best efforts to fulfill the terms and conditions of this **Agreement** in an expeditious manner.

12.19 This **Agreement** may be executed by facsimile or PDF signatures, which shall have the same effect as original signatures of the parties.

12.20 **Licensee** agrees to submit all information necessary for the **City** to determine the eligibility of an individual or firm for certification as a Disadvantaged Business Enterprise. **Licensee** agrees that it will engage best efforts to comply with the **City's** Disadvantaged Business Enterprise Program. **Licensee** agrees that participation by Disadvantaged Business Enterprises will be in accordance with the goals and objectives of the **City's** Program.

12.21 In connection with its performance under this **Agreement**, **Licensee** agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, on the basis of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

12.22 The Title VI Compliance Addendum attached hereto at **Exhibit B** is incorporated herein by this reference.

12.23 The parties hereto understand and agree that this instrument (including the exhibits hereto) contains the entire **Agreement** between the parties hereto regarding the subject matter hereof. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to this **Agreement** or the making or entry into this **Agreement**, except as set forth in this **Agreement**. No claim or liability or cause for termination shall be asserted by either party against the other and such party shall not be liable by reason of the making of any representations or promises not expressly stated in this **Agreement**, the right to assert any other written or oral agreement with the other party being expressly waived.

12.24 The individuals executing this **Agreement** have full authority to execute this **Agreement** on behalf of the respective parties.

12.25 The parties hereto acknowledge that they have thoroughly read this **Agreement**, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The parties hereby waive the defense that ambiguities are to be strictly construed against the drafting party.

IN WITNESS WHEREOF, the parties hereto have caused this Non-Exclusive License Agreement to be executed by their duly authorized officers or representatives as of the Effective Date.

CITY OF ELKO:

By: _____
REECE KEENER, MAYOR

ATTEST:

KELLY WOOLDRIDGE, CITY CLERK

LICENSEE: LAMAR AIRPORT ADVERTISING COMPANY

By: _____
TED MANN

Its: ____ V.P. WESTERN U.S. TERRITORY _____

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action regarding a petition from Ms. Beth Meza and other community members requesting to name Field # 2 at the Elko Sports Complex after Hal Hibbert, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 25, 2021**
3. Agenda Category: **PETITION**
4. Time Required: **10 Minutes**
5. Background Information: **Community members have petitioned the Council and are requesting that Field # 2 at the new Elko Sports Complex be named after Hal Hibbert for his many years of dedication and service to the Elko Community especially related to youth baseball. A copy of the City of Elko's field naming policy has been included in the packet for review. JW**
6. Budget Information:

Appropriation Required: **None**
Budget amount available:
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Copy of the request and petition from various community members to name Field # 2 at the Elko Sports Complex after Hal Hibbert. Copy of the City of Elko's Field Naming Policy.**
9. Recommended Motion: **Direct Staff to solicit public comment to consider naming Field # 2 at the Elko Sports Complex as Hal Hibbert Field and place the matter on a subsequent agenda under Public Hearings for further action.**
10. Prepared by: **James Wiley, Director of Parks and Recreation**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

To Whom it May Concern,


I, Beth Meza along with my sister Heather Hibbert Bair would like to request that the last remaining unnamed baseball/softball field located at the new sports complex on Errecart Blvd be named after our dad, Hal Hibbert.

The reason for this request is because of his many years of volunteer service in Little League. He coached regular league, all-stars and local tournaments for several years. He also volunteered on the Little League board for many years. Let's not forget the years he cleaned the fields, prepped them for games/tournaments, worked in the concession stands, umped, kept books, announced, and managed the scoreboards. He lived for it. He loved every minute of it.

His main goal every season with every team he coached was to instill the love of the game in each and every player while teaching them the fundamentals. He would give rides to anyone who needed them to/from practice, games, and even to the out of town tournaments, Not once did he ever complain. He would enjoy chatting with the other coaches, parents, and kids from the other teams, too. His love for the game and service to those fields showed, and still resonates to this day. To this day, people approach me very regularly to let me know that because of our dad coaching their child the way he did, they enjoyed playing and always excelled while on the field more and more. He took much pride in letting every player give every position a shot.

It would sincerely mean the world to us and to our family to have this field named after him. We also know it would mean the world to him, as well. It would serve as a testament to his legacy of service, his dedication to the players, love for the game, and most importantly as the amazing man he was.

Thank you for taking the time to read this. We appreciate the city in considering our proposal.

A handwritten signature in dark ink, appearing to read "Beth Meza". The script is fluid and cursive, with the first name "Beth" written in a larger, more prominent style than the last name "Meza".A handwritten signature in dark ink, appearing to read "Heather Hibbert Bair". The script is cursive and somewhat stylized, with the first name "Heather" being the most legible part of the signature.

POLICY FOR NAMING AND RENAMING OF CITY FACILITIES AND PARKS

- I. **Criteria for naming City of Elko Facilities and Parks:** City facilities, including buildings and parks, shall generally be named according to the geographical, historical, or ecological relationships in which the site is located. Exceptions may be made in the following circumstances:
 - A. To Commemorate an Individual's Service: Facilities may be named after an individual who made significant personal contributions to the City of Elko through participation in community, state, or national service.
 - B. To Recognize a Significant Financial Contribution to a Facility: In selected instances, a city facility may be named after a business/individual/organization that makes a unique and extraordinary financial or other contribution to the development and/or usage of the facility being named. The merits and value of each such naming shall be evaluated on a case-by-case basis. It should not be assumed that a financial contribution guarantees that a facility is named after the donor business/individual/organization. Only facilities named under this exception may be renamed on this basis.
 - C. To help identify the Facilities Purpose/Use: The City Council may assign a name to a city facility if it helps to describe and identify the usage or purpose of the facility.
- II. **Renaming City of Elko Facilities:** Renaming a city facility can occur if all of the following conditions are met:
 - A. The above-stated criteria in Section IB is met;
 - B. A valid justification for renaming the facility is provided;
 - C. Changing the name will not cause undue confusion within the community; and,
 - D. An appropriate level of community support exists.
- III. **Process for Naming City of Elko Facilities:**
 - A. If an organization or group of citizens desire to have a City of Elko facility name or renamed, the following procedures shall be followed:
 1. A written petition must be presented to the City Council identifying the facility and the proposed name. A valid justification must be included with the petition for consideration and possible action by the City Council.
 2. The City Council will preliminarily review the petition and justification for acceptance. If the petition is to be acted further upon, the City Council shall publicly solicit comments from organizations,

groups and citizens utilizing the facility when considering to name or to rename a facility.

After a public solicitation for comments a review and consultation will be held during the Public Hearing portion of a regular City Council meeting. Subject to the information presented during the Public Hearing, the City Council may name or rename a facility.

- B. The Elko City Council may name or rename parks, recreation, conservation, and public open space area and related facilities. Prior to such action the City Council shall publicly solicit comments from organizations, groups and citizens utilizing the facility when considering to name or to rename facility.

After a public solicitation for comments a review and consultation will be held during the Public Hearing portion of a regular City Council meeting. Subject to the information presented during the Public Hearing, the City Council may name or rename a facility.

- C. The City of Elko Planning Commission may make recommendations to the City Council concerning the naming or renaming of parks, recreation, conservation, and public open space areas and related facilities.

**Elko City Council
Agenda Action Sheet**

1. Title: **Second reading, public hearing, and possible adoption of Ordinance No. 859, an ordinance amending Sections 2-1-2 (Applicability) and 2-1-4 (Permits) of the Elko City Code relating to accessory buildings, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 25, 2021**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **5 Minutes**
5. Background Information: **The first reading of Ordinance No. 859 was conducted on May 11, 2021. 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: **Ordinance No. 859**
9. Recommended Motion: **Approve second reading, public hearing, and adoption of Ordinance 859.**
10. Prepared by: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Dave Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution: **N/A**

ORDINANCE 859

AN ORDINANCE AMENDING ELKO CITY CODE TITLE 3, SECTIONS 2-1-2 (APPLICABILITY) AND 2-1-4 (PERMITS) TO ADDRESS CHANGES TO THE REGULATIONS REGARDING ACCESSORY BUILDINGS IN RESIDENTIAL ZONING DISTRICTS AND OTHER MINOR CLARIFICATIONS

WHEREAS, with the City Staff has determined that revisions to the Zoning Regulations regarding accessory buildings, to include sheds, are necessary and appropriate at this time; and

WHEREAS, based on the foregoing, the City Council initiated Ordinance 859 at its meeting of April 13, 2021.

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

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

2-1-2: APPLICABILITY:

A. General:

1. In the event of a conflict between any provision contained in a technical code, and any other provision of this Code, or State or Federal law, the other provision of this Code, or State or Federal law, shall prevail over the conflicting provision in the technical code. Where model codes adopted by reference in the technical codes conflict with this chapter, the provisions of this chapter shall control. There is a presumption that any matter regulated by this chapter is not regulated by a corresponding provision in a model code adopted by reference in this title.
2. In the event any provision of this Code is held to be illegal or void by a court of competent jurisdiction, all other provisions in this Code not thereby rendered illegal or void shall remain in full force and effect.
3. In the event different sections of this title contain conflicting requirements for the use of materials, methods of construction or other requirements, the most restrictive requirement shall control.
4. In the event of a conflict between a general requirement and a specific requirement, the specific requirement shall control.
5. The building official may consider manufacturer's instructions, specifications and recommendations in interpreting and applying the requirements of this title.
6. The context in which defined terms are used in this Code shall not affect their defined meanings, nor shall the listing of defined terms with overlapping meanings reduce the scope of or otherwise affect the defined meanings of those listed terms.

- B. Emergency Provisions: In the event of the declaration of a national, State, or local emergency by a governmental entity with such authority, the building official may waive or augment the provisions of this title during the period of emergency to the extent needed to protect public safety.
- C. Definitions: For purposes of this title, certain words, terms and phrases are defined as follows:

APPLICANT: A person who submits an application to the building official.

APPLICATION: A written request for a permit on a form approved by the City.

APPROVED INSPECTION AGENCY: A properly licensed person or business regularly engaged in conducting tests or furnishing inspection services in relation to one (1) or more aspects of work regulated by this chapter that has been approved to perform such tests or inspection services by the building official.

BUILDING: Any structure, regardless of whether it is affixed to real property that is used or intended for supporting or sheltering any human use or occupancy.

BUILDING, ACCESSORY: A detached, subordinate building on the same lot with a principal building or use, the use of which is customarily accessory and incidental to the main use of the principal building or use.

BUILDING, ACCESSORY, NON-PERMANENT: A detached building that is not attached to or set upon a permanent foundation, such as a greenhouse, garden shed, storage shed, or other building designed to store garden tools, bicycles, holiday decorations, or similar items and that is usually purchased at a retail establishment.

BUILDING, ACCESSORY, PERMANENT: A detached building attached to or set upon a permanent foundation and/or connected to utilities, such as a greenhouse, pole barn, garage, or other building designed to store household items and/or vehicles and that is usually built on-site.

BUILDING OFFICIAL: The officer or other designed authority charged with the administration and enforcement of this title, or a duly authorized representative. The term "building official" is synonymous with the terms "administrative authority", "responsible official", "Director", "chief inspector" and "authority having jurisdiction" as those terms are used in the model codes adopted by the technical codes.

BUILDING SERVICE EQUIPMENT SYSTEMS: Fuel-fired appliances and heating systems, emergency and standby power systems, electrical systems and equipment, mechanical refrigeration systems, elevators, stationary storage battery systems and commercial kitchen equipment incorporated into, connected to and/or affixed to buildings and structures.

CERTIFICATE OF COMPLETION: A document issued by the building official upon completion of any work for which a permit is required certifying that the completed work complies with the applicable provisions of this title. A Certificate of Completion does not authorize use or occupancy of a building or structure.

CERTIFICATE OF OCCUPANCY: A document issued by the building official certifying that work performed by a permittee is in compliance with this title and is in a condition suitable for the indicated use or occupancy.

CODE: The Elko City Code.

CONTRACTOR CONTACT LIST: A form provided by the building official that must be submitted with an application. The form requests the address where the work will be performed; the permit number; and the names of the design professional in responsible charge, owner/developer, architect, structural engineer, civil engineer, general contractor, electrical contractor, mechanical contractor and plumbing contractor, together with corresponding contact and licensing information.

DEFERRED SUBMITTAL: One (1) or more portions of the submittal documents that are not submitted at the time of the application, but which must be submitted to the building official between the time the permit is issued and the work described in those portions of the submittal documents commences.

DESIGN PROFESSIONAL: Unless specifically provided otherwise, a person who holds a professional license or certificate issued pursuant to chapter 623, 623A or 625 of the Nevada Revised Statutes, or a person primarily engaged in the practice of professional engineering, land surveying, architecture or landscape architecture.

DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE: A person who holds a professional license or certificate issued pursuant to chapter 623, 623A or 625 of the Nevada Revised Statutes or a person primarily engaged in the practice of professional engineering, land surveying, architecture or landscape architecture who is responsible for reviewing and coordinating submittal documents prepared by others, including deferred submittal items, to ensure compatibility with the design of the building or structure and compliance with this title.

DWELLING, MULTIFAMILY: A building that contains three (3) or more dwelling units.

DWELLING, ONE-FAMILY: A building that consists solely of one (1) dwelling unit.

DWELLING, TWO-FAMILY: A building that consists solely of two (2) dwelling units.

DWELLING UNIT: A single unit providing complete and independent living facilities for one (1) or more persons, including permanent provisions for living, sleeping, cooking and sanitation.

EMERGENCY WORK: Work that must be performed immediately for the protection of the health or safety of people, or for the prevention of imminent harm to property, before a permit can reasonably be issued by the City.

FOUNDATION: A structure that supports a building or structure from underneath, typically made of stone or concrete.

GARAGE: A covered or enclosed outbuilding or part of a building designed for housing motor vehicles, boats, or trailers.

IMMINENT DANGER OR IMMINENTLY DANGEROUS: Any condition or practice within or in the vicinity of any building or structure or other real property creating a danger which could reasonably be expected to cause a health hazard, death or serious physical harm immediately or before the imminence of such danger can be eliminated through the enforcement procedures otherwise provided by this Code. The following conditions must be met before a danger becomes an imminent danger: 1) there must be a threat of death or serious physical harm, meaning that a part of the body is damaged so severely that it cannot be used or cannot be used very well; or 2) there must be a health hazard such that there is a reasonable expectation that toxic substances or other health hazards are present and exposure to them will shorten life or cause substantial reduction in physical or mental efficiency; provided, the harm caused by the health hazard does not have to happen immediately. To constitute an imminent danger, the threat must be immediate or imminent, meaning that the building official has determined that death or serious physical harm could occur within a short time, for example before City employees or other governmental officials could investigate the problem.

MANMADE EARTHEN FEATURES: Improvements to real property not constituting buildings or structures that are created through the movement, installation, removal, compaction or emplacement of soil, gravel, rock or other natural materials, to include ditches, levees, dams, impoundments, slopes, artificial rock outcrops or gravity retaining walls.

MODEL CODE: A Building Code or other code that is developed and maintained by a standards organization independent of the City pertaining to the design, construction, installation, demolition or modification of any improvement to a building, structure, building service equipment system, pool, spa, or other real property or improvement to real property.

ORDINARY REPAIRS: Repairs to buildings and structures caused by day-to-day wear and tear that are required to maintain the functionality of the building or structure. Ordinary repairs do not increase the value of capital assets, but merely preserve utility and/or value.

PERMIT: An official document or certificate issued by the City which authorizes performance of specific work.

PERMIT FEE: An amount of money charged by the City in connection with the issuance, renewal, modification or amendment of a permit, or any work performed by City personnel in connection with a permit, such as the review of submittal documents.

PERMITTEE: A person who has been issued a permit.

PHASE: A portion of the work that must be completed, inspected and approved before additional work may be performed by a permittee.

PLOT PLAN: A site plan.

PROJECT VALUE: The total cost to perform work authorized by a permit, including overhead and profit, but not to include the cost of real property, as determined by resolution of the City Council.

RESEARCH REPORTS: Documents prepared by experts, academic institutions, professional associations or others with generally- recognized credentials in the relevant field which explain or describe the requested alternative and which support the use of the alternative in lieu of the requirement contained in the Code.

SITE PLAN: An architecture, engineering, and/or landscape architecture plan drawn to scale showing the physical layout of the site, including the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades, the proposed finished grades and, as applicable, flood hazard areas, floodways, design flood elevations, and any other information pertaining to the physical layout of the site required by the building official.

STOP WORK ORDER: A directive issued by the building official requiring a person or his or her contractors or agents to immediately suspend work. A stop work order may be issued to a permittee or other person performing work in violation of or without a permit.

STORAGE RACK: A structure composed of two (2) or more upright frames, beams, and connectors for supporting materials in storage.

STRUCTURAL CALCULATION: An accurate numeric determination of the amount of force that occur at specific locations of a structure, which are dependent upon the type of material, the amount of material and the number of members in a structure, and which are used, in part, to make the structure design safer and/or more efficient.

STRUCTURE: Something built or constructed that may be placed upon or affixed to real property for a purpose, such as storage or protection from the elements. The term "structure" includes, without limitation, a building, a non-permanentized mobile home or an unattached shed placed on skids.

SUBMITTAL DOCUMENTS: All documents specifically describing or pertaining to the work that must be submitted to the City pursuant to this title in order to obtain a permit, to include all documents listed on the applicable submittal requirement checklist.

SUBMITTAL REQUIREMENTS CHECKLIST: A form prepared by the City identifying documents or categories of documents that pertain to a particular type of work. Documents identified on a submittal requirement checklist may include civil, architectural, structural, electrical, plumbing and mechanical drawings; plans; specifications; maps; site drawings; construction documents, statements of special inspection and geotechnical reports relating to technical aspects of the construction, demolition or other activity that must be permitted pursuant to this title.

TECHNICAL CODES: Those City of Elko and model codes adopted in this title. Technical codes currently subject to this chapter include the City of Elko Building Code, Residential Code, Mechanical Code, Plumbing Code, Electrical Code, Energy Conservation Code, and Swimming Pool and Spa Code, together with all model codes therein adopted.

TESTS: Technical operations or procedures that determine one (1) or more characteristics of a given material, design, method of construction or of a piece of equipment according to a specified procedure that complies with industry standards.

TRUSS CALCULATION: An accurate numeric determination of the amounts of force that occur at specific locations of a truss design, which are dependent upon the type of material, the amount of material and the number of members in a truss, and which are used, in part, to make a building or structure design safer and/or more efficient.

UNSAFE CONDITION: A circumstance in which a building or structure, or any part thereof is structurally unsound, fails to provide adequate means of egress, creates a fire hazard, reduces fire resistance below that which is required by this title, causes a building service equipment system to become overloaded or exceed its rated capacity, creates a health hazard, or otherwise creates an unreasonable risk of harm to human life and safety.

WORK: The construction, erection, installation, production, activity, manufacture, labor or operation that goes into the making of any improvement to or alteration of real property, to include buildings, structures and building service equipment systems. ~~(Ord. 820, 7-11-2017)~~

Section 2: Title 2, Chapter 1, Section 4 of the Elko City Code is hereby amended to read as follows:

2-1-4: PERMITS:

A. General Permit Requirements, Emergency Work ~~A~~ and Temporary Permits:

1. **General Permit Requirements:** Except as otherwise specifically exempted in this chapter, any person who performs work, to include any person who constructs, enlarges, alters, repairs, moves, demolishes or changes the occupancy capacity of a building or structure, or who erects, installs, enlarges, alters, repairs, removes, converts or replaces any building service equipment system, or who causes any such work to be done, shall first make application to the building official and obtain the required permit.
2. **Work Performed Without Permit, Increased Fee:** If work on any activity regulated by this title is commenced before the required permit has been issued and obtained, the person must immediately, upon notice by the building official, cease all work until the required permit has been issued and obtained. In the event a person commences work without the required permit and is ordered to cease work as a result, the person shall thereafter pay an amount equal to two (2) times the fee for the required permit before the permit may be issued.

B. Violations ~~O~~ of Code ~~N~~ot Authorized ~~B~~y Permit; Authorities Not Waived: In no event shall the issuance of a permit constitute consent or authorization to violate any provision of this Code, nor shall the issuance of a permit constitute a waiver of any enforcement, regulatory or other authority held by a governmental entity.

C. Expiration ~~O~~ of Permit; Extensions:

1. **Permit Expiration:** Except as otherwise specifically provided herein, every permit issued by the building official pursuant to this chapter shall automatically expire if the work authorized by the permit is not commenced within one hundred eighty (180) days from the date of issuance. The failure of a permittee to request an inspection from the date of the last inspection requested by the permittee or, if no inspection has been requested, one hundred eighty (180) days from the date the permit was issued, shall be deemed an abandonment of the work, whereupon the permit shall automatically expire.
 2. **Permit Extensions:** The building official may, on a case-by- case basis, grant one (1) or more extensions of time to complete the work authorized by a permit; provided, only a single extension may be granted if, after the date the permit was issued, there have been any amendments to those portions of the technical codes that are applicable to the proposed work. Each extension shall be for a period of not more than one hundred eighty (180) days. To apply for an extension, the permittee must submit a permit extension request on a form supplied by the City prior to the expiration of the permit then in effect containing an explanation of why an extension is needed, describing the diligent efforts the permittee has made to complete the work prior to the expiration of the permit and verifying that no changes have been made to the work that was approved by the permit.
- D. **Suspension ~~Or~~ Revocation:** The building official may suspend work through the issuance of a stop work order or may revoke a permit: 1) if the permit was issued in error on the basis of false, misleading, incorrect, inaccurate or incomplete information; 2) if the work authorized by the permit is being conducted in an unsafe manner so as to create an unreasonable risk of imminent harm to people; or 3) if the work authorized by the permit fails to comply with applicable Federal laws, State laws, to include all licensing requirements set forth in chapter 624 of the Nevada Revised Statutes, or this Code.
- E. **Placement ~~Of~~ Permit:** The permit or a copy of the permit shall be kept at the site of the work until completion of the work.
- F. **Persons ~~To~~ Whom Permits May Be Issued, Waivers, Penalties:** A permit may be issued to a contractor or homeowner performing work, provided the following corresponding criteria are satisfied:
1. **Permit Issued ~~To~~ Contractor:** A permit may be issued to a contractor who performs the work, provided the contractor holds an appropriate State contractor's license with the correct classification and, if applicable, sub-classification, and a City business license.
 2. **Permit Issued ~~To~~ Homeowner:** A permit may be issued to a homeowner for work on a single-family dwelling used exclusively by the homeowner for his or her occupancy, provided:
 - a. The homeowner has been granted an exemption to State contractor licensing requirements pursuant to Nevada Revised Statutes 624.031(4);
 - b. The homeowner is the owner of the real property on which the building or structure is to be built or improved;

- c. The homeowner applies for and obtains the required permits for the installation of any equipment affixed to the building or structure;
 - d. The homeowner signs the application and the "owner/builder" statement pursuant to Nevada Revised Statutes 278.573 acknowledging the homeowner's responsibilities as the applicant to supervise the work and to comply with all applicable laws, ordinances, building codes and zoning regulations; and
 - e. The homeowner agrees, in writing, that the residential building or structure will not be leased or sold within one (1) year after the issuance of the Certificate of Occupancy or Certificate of Completion, whichever is later.
- 3. **Partial Work Waiver:** Prior to the issuance of a permit by the building official, the City Manager may, upon submission of a request for a partial work waiver by a person proposing to perform work requiring a permit under this title, issue a partial work waiver allowing the commencement of the work. The application for partial work waiver shall describe the reason(s) why a partial work waiver is needed prior to issuance of the applicable permit, state the scope of work to be performed, state that the applicant has or will immediately apply for the permit required under this title and confirm that the applicant will, within ten (10) business days, correct any work performed under the partial work waiver that is determined by the building official to be in violation of this title or any approved plans. A partial work waiver issued under this section will specify the work that may be performed prior to the issuance of the required permit and will automatically expire within a specified number of business days from the date of issuance. If the person who is issued the partial work waiver fails to apply for a required permit or correct work as required by the building official to comply with the partial work waiver, the fee for the required permit shall automatically increase to an amount equal to two (2) times the fee for the required permit before the permit may be issued, together with any additional fees or penalties associated therewith.
- 4. **Correction Of Non-Permitted Work:** In the event any work is performed without a permit that was, at the time the work was performed, required by this title, the building official may at any time thereafter issue a notice of correction to the owner of the property describing the violation, stating any conditions that must be satisfied prior to the issuance of the required permit, listing any documents that must be submitted and stating the deadline for correction of the non-permitted work. The foregoing notice of correction shall be served on the owner of the property without regard to whether the owner actually performed the work. The requirement to correct noncompliant work shall apply to the present owner of the property upon which the work was performed without regard to whether the violation existed at the time the owner acquired the property or whether the work was performed by a contractor or other third party.
- G. **Permit Exemptions:** The following buildings, structures and other improvements to property are exempt from any permit requirements contained in this title:
 - 1. **Buildings And Structures:** Except as otherwise provided in this subsection, no permit shall be required for the construction or installation of any of the following:

- a. A single one-story ~~detached accessory structure~~ non-permanentized accessory building used as a ~~tool or small greenhouse, garden shed, playhouse or similar use or other building designed to store garden tools, bicycles, holiday decorations, or a patio cover, carport, garage or similar use items, provided~~ so long as the floor area does not exceed two hundred (200) square feet and ~~further provided the structure~~ building is not occupied as a dwelling unit, except as follows:

(1) Permits are required for the following:

- (A) ~~Additional detached accessory buildings or structures of any size when built in conjunction with a building or structure that is classified as a Group R, Division 3 one-family or two-family dwelling~~ Any building or structure not in conformance with Section G.1.a above; or
- (B) Any one-story detached accessory ~~structure~~ building located on any parcel used or zoned for any purpose other than ~~single-family~~ residential.

Notwithstanding the foregoing exceptions, all accessory ~~structures~~ buildings shall meet all the minimum setback requirements set forth in the City Code Title 3, Chapter 2 (General Zoning Code Ordinance).

- b. Temporary storage sheds and offices for specific construction projects, including construction trailers on active construction projects.
- c. Any ~~Fences~~ not over six feet six inches (6'6") in height ~~constructed of wood, vinyl or composite that are not part of a pool barrier.~~
- d. Fences not over four feet (4') in height measured from the bottom of the footing to the top of the fence constructed of block, brick, stone, rock or similar materials.
- e. Fences supported by a retaining wall (see subsection G1f of this section) when the overall height is less than six feet six inches (6'6") from the bottom of the retaining wall footing to the top of the fence.
- f. Retaining walls not over four feet (4') in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or tiered system, or impounding Class I, II or IIIA liquids.
- g. Oil derricks.
- h. Water tanks supported directly on grade if the capacity does not exceed five thousand (5,000) gallons and the ratio of height to diameter or width does not exceed two to one (2:1).
- i. Platforms, decks and similar structures not more than thirty inches (30") measured vertically to the grade below at any point within thirty six inches (36") horizontally from

any open edge and not permanently attached to any other structure. This applies only when built in conjunction with a structure that is classified as a Group R, Division 3 one-family or two-family dwelling.

- j. Walks and driveways located not more than thirty inches (30") above grade, not over any basement or story below and not part of an accessible route or means of egress.
- k. Painting, papering, tiling, carpeting, cabinets, countertops and similar finish work.
- l. Temporary structures, booths, sets, and scenery used for producing motion pictures, television shows, theater shows, stage shows and special events. These temporary uses may require permits under other codes, such as the International Fire Code or other adopted regulations or ordinances.
- m. On-ground storable pools (as defined in the Swimming Pool and Spa Code) which are accessory to a single-family dwelling and in which the pool walls are entirely above the adjacent grade. Electrical and plumbing permits are required when any pool is permanently attached to electrical or plumbing services.
- n. Portable spas that are accessory to a single-family dwelling if all heating and circulating equipment is integral to the manufactured product.
- o. Swings and other playground equipment accessory to detached one- and two-family dwellings.
- p. Window awnings in Group R-3 and U occupancies, if supported by an exterior wall that does not project more than fifty four inches (54") from the exterior wall and do not require additional support. Awnings shall meet all setback requirements stated in the Zoning Code.
- q. Non-fixed and movable fixtures, cases, racks, counters and partitions not over five feet nine inches (5'9") in height and not containing electrical branch circuits.

Notwithstanding the foregoing exemptions, permits are required for the following:

- (1) Storage racks over five feet nine inches (5'9") in height.
- (2) Storage racks over eight feet (8') in height. As a condition precedent to the issuance of a permit, structural calculations shall be provided for all such storage racks.
- (3) Storage racks over twelve feet (12') in height measured to the top of any materials placed on the storage racks. As a condition precedent to the issuance of a permit, structural calculations shall be provided and a Fire Department "high piled" permit shall be issued for the storage racks.
- (4) Storage racks over six feet (6') in height which contain high hazard commodities require a Fire Department "high piled" permit, including, but not limited to, storage

racks, storage pallet racks, movable shelf racks and stacker racks in commercial and industrial buildings.

- r. Construction directly relating to the delivery of a utility service, built by a public utility company regulated by the Public Utilities Commission of Nevada or another State agency, or operating pursuant to a franchise or other agreement with the City. This exemption applies only to buildings, structures, or building service equipment systems directly used in utility generation or distribution and installed on recorded utility easements belonging to gas, power, telephone or other utility companies. This exemption does not apply to office buildings, grading, occupied support buildings or general site development.
- s. Construction work on property owned by any governmental entity to the extent State law specifically prohibits the City from requiring a permit.
- t. Improvements, such as traffic lights, streets, curbs, gutters, sidewalks, drainage facilities and bus stops, constructed on public property or in a public easement or right-of-way.
- u. Minor repairs of interior or exterior lath or drywall, provided:
 - (1) No framing needs replacement or repair;
 - (2) The repaired area of lath or drywall does not exceed thirty (30) square feet in area; and
 - (3) The area of repair is not a fire-resistance-rated assembly comprised of more than one (1) layer of wall board on each side or any special material(s) necessary to maintain the required fire-resistance rating of the assembly (i.e., fire-stopping of penetrations).
- v. Replacement of exterior or interior doors, hinges, hardware or decorative trim, provided the following conditions are met:
 - (1) The replacement door is of the same size and type;
 - (2) The replacement door does not require any modification to existing wall framing;
 - (3) The existing door is not a component of a fire-resistive rated construction element; and
 - (4) The existing door is not a required means of egress.
- w. Replacement of exterior or interior window glazing, provided the following conditions are met:
 - (1) The replacement window glazing is of the same size, type and thickness;

- (2) The replacement glazing does not require any modification to existing wall framing or window frames;
 - (3) The existing glazing is not a component of a fire-resistive rated construction element; and
 - (4) The existing glazing is not required to be safety-glazed.
- x. Repair of less than thirty two (32) square feet of stone or brick veneer if the damage is less than six feet (6') above the adjacent grade.
 - y. Work required to render a building or structure stable following damage from fire, wind, water, vehicle impact, or other causes and to clear the site of damaged materials to allow inspection to ascertain the scope of required repairs, when authorized by the building official.
 - z. Replacement of roof covering materials and re-roofing materials, other than tile roofing, so long as no structural components are repaired and no more than sixty four (64) square feet of roof covering material is replaced.
2. Signs: No permit shall be required for any of the following work with respect to signs:
- a. One (1) painted or printed non-illuminated sign per street address, placed on the exterior wall of a structure, not projecting out more than three inches (3") and not exceeding three (3) square feet in area.
 - b. Real estate signs, provided: 1) the signs are removed within seven (7) days of the sale, rental or lease of the property upon which the signs are placed; 2) the signs do not exceed thirty two (32) square feet in area; 3) the signs are not higher than eight feet (8') above the adjacent grade; 4) the signs are not illuminated; and 5) the signs are set back at least ten feet (10') from all property lines.
 - c. Government-owned signs for traffic control, direction to public facilities, regulatory notice, warning or any other public purpose.
 - d. The changing of movable parts of a sign that is designed to be changed in that manner.
 - e. The following maintenance activities: repainting, repositioning or recovering of display matter; exact or functionally equivalent replacement of flashers, lamps, bulbs, ballasts, neon tubing, starters, neon transformers, wires or computer components; and cleaning or changing a part, so long as there is no structural change to the sign.
 - f. Construction signs having an area forty eight (48) square feet or less, or a height eight feet (8') or less above the adjacent grade, provided such signs are erected no more than sixty (60) days prior to construction, are confined to the site of construction, and are removed not more than thirty (30) days after the suspension or abandonment of work or completion of construction and prior to occupancy.

- g. Political signs; provided, nothing herein shall be interpreted as a limitation on any requirement to remove a political sign under Federal, State or local law.
- 3. Mechanical: No permit shall be required for the following mechanical work:
 - a. Portable heating appliances.
 - b. Portable ventilation appliances.
 - c. Portable cooling unit.
 - d. Portable evaporative cooler.
 - e. A closed system of steam, hot, or chilled water piping within heating or cooling equipment regulated by this Code.
 - f. Replacement of any component part or assembly of an appliance that does not alter its original approval and complies with other applicable requirements of this Code.
 - g. Refrigerating equipment that is part of the equipment for which a permit has been previously issued pursuant to this Code.
 - h. A unit refrigerating system as defined in the Mechanical Code.
 - i. Replacement of compressors of the same rating.
- 4. Plumbing: No permit shall be required for the following plumbing work:
 - a. The stopping of leaks in drains, soil pipes, waste pipes, or vent pipes.
 - b. The clearing of stoppages, including the removal and reinstallation of water closets.
 - c. The repairing of leaks in pipes, valves, or fixtures, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes, or fixtures.
 - d. Work pertaining to fuel tanks, either buried or above ground that is regulated by the Fire Code or the State of Nevada.
 - e. Work pertaining to landscape water sprinkler systems, except for the backflow prevention device at the point of connection to any potable water supply.
 - f. Installation or replacement of water softeners where pre-plumbing for the softener has already been installed.
 - g. Replacement of plumbing fixtures in the same location with a similar fixture and materials, provided no work is done other than the replacement of the fixture, the tail piece and/or the trap, and further provided the work does not penetrate the fire-resistive rated construction, including a fire-resistive rated concrete slab.

5. Electrical: No permit shall be required for the following electrical work:

- a. Minor repair work, including the replacement of lamps or the connection of approved portable motors or other portable appliances having an attachment plug end to be connected to an approved one hundred twenty (120) volt receptacle, when that cord or cable is permitted by the Electrical Code.
- b. Installation of electrical equipment used solely for radio and television transmissions, but not to include equipment and wiring for a power supply or the installation of towers and antennas.
- c. Repair or replacement of motors, transformers and controls within fixed approved appliances, provided replacements must be of the same type and rating, and in the same location.
- d. Installation and removal of temporary decorative lighting.
- e. Repair or replacement of current carrying parts of any switch, contactor or control device.
- f. Replacement of attachment plug receptacles, but not replacement of an outlet box.
- g. Repair or replacement of any overcurrent device of the required capacity in the same location.
- h. Repair or replacement of electrodes or transformers of the same size and capacity for signs or gas tube systems.
- i. Taping or wrapping of joints and splices.
- j. Removal of electrical wiring.
- k. Installation of temporary wiring for experimental purposes in laboratories.
- l. Installation of wiring for temporary theater, motion picture or television stage sets.
- m. Electrical wiring, devices, appliances, apparatus or equipment operating at less than twenty five (25) volts and not capable of supplying more than fifty (50) watts of energy.
- n. Installation of low energy power, control and signal circuits of Classes II and III (as defined in the Electrical Code) that are not part of a fire warning system, control wiring for emergency power systems, or smoke control system.
- o. Installation, alteration or repair of electrical wiring, apparatus or equipment, or the generation, transmission, distribution or metering of electrical energy or in the operation of signals or the transmission of intelligence by a public or private utility in the exercise of its function as a serving utility.

- p. Installation of wiring outside of buildings and structures by licensed cable television, telephone, or buried cable installers.
 - q. Replacement of lighting fixtures in dwelling units (to include one-family, two-family and multifamily dwellings), guest rooms and guest suites.
6. Grading Permit Exemptions: No permit shall be required for the following grading and similar work:
- a. Grading associated with agriculture within districts approved for agriculture.
 - b. Grading, excavating or filling cemetery graves.
 - c. Grading, excavating or filling refuse disposal sites controlled by other regulations.
 - d. Excavating for wells or trenches for utilities.
 - e. Mining, quarrying, excavating, processing or stockpiling rock, sand, gravel, aggregate or clay to the extent the activity is regulated by Federal, State or other local governmental entities, provided such activities do not affect the lateral support of or significantly increase stresses in soil on adjoining properties.
 - f. Performing exploratory excavations.
7. Repairs:
- a. Repairs Not Requiring Permit: No permit shall be required for the following ordinary repairs to buildings and structures:
 - (1) Replacement of lamps.
 - (2) Connection of approved portable electrical equipment to approved permanently installed receptacles.
 - b. Repairs Requiring Permit: Notwithstanding the foregoing exceptions, a permit shall be required for the following repairs:
 - (1) Addition to or removal, cutting away, rearrangement, modification or relocation of:
 - a) any wall, partition or portion thereof; b) any structural beam or load bearing support; c) any required means of egress or d) parts of a building or structure affecting egress.
 - (2) Addition to, alteration of, replacement of or relocation of any standpipe; water supply; sewer, drainage, drain leader, gas, soil, waste, vent or similar piping; or
 - (3) Addition to, alteration of, replacement of or relocation of any electric wiring, mechanical system or other work creating a risk of an unsafe condition.

8. Other Laws: No exemption from the permitting requirements of this chapter shall be construed as authorization to engage in or refrain from any activity in violation of any other provision in this Code, or any applicable Federal, State or local law or ordinance. All exemptions from the permitting requirements of this chapter shall be strictly construed.
- H. Emergency Work: Where emergency work must be performed without a permit, the permit application shall be submitted to the building official the next business day. Any emergency work performed before the permit is issued shall comply with the technical codes.
- I. Manufactured Structures: The City does not regulate the installation of manufactured houses, commercial coaches, travel trailers or recreational vehicles. Notwithstanding the foregoing, permits are required for the installation of all permanent exterior footings, foundations and elements outside the exterior perimeter of any building or structure.
- J. Application For Permit:
 1. Any person required to obtain a permit pursuant to this title shall first file an application on a form furnished by the City, together with the following documents and other information:
 - a. A description of the land on which the proposed work is to be performed, to include the street address (if any) and the assessor's parcel number.
 - b. If the building or structure is occupied by a tenant, the tenant's name and contact phone number.
 - c. The property owner's name and contact phone number.
 - d. If the work is to be performed by a contractor, the contractor's name, address, contact telephone number, fax number, email address, State contractor's license number, State contractor's license type and City business license number.
 - e. If a design professional is involved in the work, the design professional's name, address, email address, contact phone number, and fax number.
 - f. The type of permit(s) requested.
 - g. A detailed description of the work for which the permit is requested.
 - h. An estimate or calculation of the cost to perform the proposed work, including materials and labor.
 - i. A description of the planned use or occupancy of the building or structure.
 - j. The occupant load of the building or structure.
 - k. The square footage of the building or structure.

- l. A description of the type of construction that will be used to perform the work.
 - m. The signature and printed name of the applicant or the applicant's authorized agent.
 - n. A fully completed contractor contact list.
 - o. All submittal documents.
 - 2. Applications (to include submittal documents and other required information) must be filed with the building official.
 - 3. If the application and submittal documents satisfy the requirements of this title, upon payment of all applicable fees, the building official shall issue the permit to the applicant.
 - 4. The permit, when issued, shall be for the work described in the application and no deviation shall be made from that work without the written approval of the building official, except as otherwise provided in this Code.
- K. **Action ~~O~~on Application:**
- 1. The building official will approve or reject applications submitted pursuant to this chapter within ninety (90) days. If the building official rejects an application, the building official will specify the reason(s) for the rejection.
 - 2. A permit issued pursuant to this chapter shall only be for the work described in the application. Except as otherwise provided and subject to any other limitations or restrictions in this chapter, no work beyond the scope of the work described in application shall be performed unless revised submittal documents are submitted to and approved by the building official.
- L. **Contracting ~~F~~for Services:** Nothing in this chapter shall prevent the City from contracting with third parties for plan review, engineering and other services related to reviewing and processing the application; provided, in no event shall the City delegate to a third party the authority to issue a permit or any other governmental function.
- M. **Expiration ~~O~~of Application; Extensions:**
- 1. **Application Expiration:** In the event a person submits an incomplete application for any permit pursuant to this title, to include incomplete submittal documents, and thereafter fails to provide a complete application for a period of one hundred eighty (180) days after the date of filing the initial application, the application will thereupon automatically expire unless an extension has been granted in accordance with subsection M2 of this section.
 - 2. **Application Extension:** Provided there have been no amendments to those portions of the technical code that are applicable to the proposed work since the date of the initial application, the building official may, on a case-by-case basis, grant one (1) or more extensions of time to submit a complete application. Each extension shall be for a period of not more than one hundred eighty (180) days. To apply for an extension, the applicant must

submit a written statement prior to the expiration of the application then in effect containing an explanation of why an extension is needed and describing the diligent efforts the applicant has made to submit a complete application prior to its expiration. (~~Ord. 820, 7-11-2017~~)

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict

Section 4: 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 5: Upon adoption, the City Clerk of the City of Elko is hereby directed to have this ordinance published by title only, together with the Councilmen voting for or against its passage in a newspaper of general circulation within the time established by law, for at least one publication.

Section 6: This Ordinance shall be effective upon the publication mentioned in Section 4.

PASSED AND ADOPTED this 25th day of May, 2021 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

**Elko City Council
Agenda Action Sheet**

1. Title: **Second reading, public hearing, and possible adoption of Ordinance No. 860, an ordinance amending Sections 3-2-2 (Definitions), 3-2-5 (Residential Zoning Districts), 3-2-6 (RB Residential Business District), and 3-5-4 (Uses Permitted and Minimum Standards) of the Elko City Code relating to accessory buildings, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 25, 2021**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **5 Minutes**
5. Background Information: **The first reading of Ordinance No. 860 was conducted on May 11, 2021. 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: **Ordinance No. 860**
9. Recommended Motion: **Approve second reading, public hearing, and adoption of Ordinance 860.**
10. Prepared by: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Dave Stanton, City Attorney; Planning Commission**
12. Council Action:
13. Council Agenda Distribution: **N/A**

ORDINANCE 860

AN ORDINANCE AMENDING ELKO CITY CODE TITLE 3, SECTIONS 3-2-2 (DEFINITIONS), 3-2-5 (RESIDENTIAL ZONING DISTRICTS), 3-2-6 (RB RESIDENTIAL BUSINESS DISTRICT), AND 3-5-4 (USES PERMITTED AND MINIMUM STANDARDS) TO ADDRESS CHANGES TO THE REGULATIONS REGARDING ACCESSORY BUILDINGS IN RESIDENTIAL ZONING DISTRICTS AND OTHER MINOR CLARIFICATIONS

WHEREAS, recent issues with accessory buildings, specifically sheds, have necessitated the review and update of the Sections mentioned above; and

WHEREAS, the Planning Commission initiated Ordinance 860 at its meeting of April 6, 2021; and

WHEREAS, the City Council, at its April 13, 2021 regular meeting, initiated the amendment of corresponding provisions in Title 2 of the Elko City Code..

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

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

3-2-2: DEFINITIONS:

The following terms, whenever used in this chapter, shall have the meanings indicated. Words used in the present tense include the future tense; words in the singular include the plural, and vice versa. The word "shall" is always mandatory, and the word "may" is permissive. The word "persons" includes an association, firm, partnership or corporation, as well as an individual. The word "occupied" and the word "used" shall be considered as meaning the same as the words "intended", "arranged" or "designed to be used or occupied". The word "dwelling" includes the word "residence"; the word "lot" includes the words "plot" or "parcel".

ABUTTING: The condition of two (2) adjoining properties having a common property line or boundary, including cases where two (2) or more lots adjoin only at a corner or corners, but not including cases where adjoining lots are separated by a street or alley.

ADJOINING, ADJACENT: The condition of being near to or close to, but not necessarily having a common dividing line; e.g., two (2) properties which are separated only by a street or alley shall be considered as adjoining one another.

ADULT BOOKSTORE: For the purposes of this chapter, means an establishment which merchandises printed material or movies which are intended to appeal to the prurient interests of the reader.

ADULT CARE FACILITY: An establishment that furnishes food, shelter, assistance and limited supervision only during the day to unrelated person(s) with an intellectual disability or with a physical disability who is aged or infirm.

ADULT MOTION PICTURE THEATER: A motion picture theater whose program, during the time of its operation, contains one or more motion pictures which are rated "X" by the Code Rating Administration

of the Motion Picture Association of America or are not rated, and whose program is intended to appeal to the prurient interests of the viewer.

AGRICULTURE: The practice of cultivating the soil, producing crops and raising livestock.

ALLEY:

- A. A street or highway within a City block set apart for public use, vehicular traffic and local convenience;
- B. A street or highway which primarily furnishes access to the rear entrances of abutting property.

AWNING: An architectural projection that provides weather protection, identity or decoration and is partially or wholly supported by the building to which it is attached. An awning is comprised of a lightweight frame structure over which a covering is attached.

BUILDING: ~~Any structure having a roof supported by columns or walls, and used for the support, shelter or enclosure of persons, animals, personal property or chattels of any kind.~~ Any structure, regardless of whether it is affixed to real property that is used or intended for supporting or sheltering any human use or occupancy.

BUILDING, ACCESSORY: A detached subordinate building on the same lot with a principal building or use, the use of which is customarily accessory and incidental to the main use of the principal building or use. ~~When attached to the principal building, such accessory building shall be considered a part of the principal building for purposes of setback and yard regulations.~~

BUILDING, ACCESSORY, NON-PERMANENT: A detached building that is not attached to or set upon a permanent foundation, such as a greenhouse, garden shed, storage shed, or other building designed to store garden tools, bicycles, holiday decorations, or similar items and that is usually purchased at a retail establishment.

BUILDING, ACCESSORY, PERMANENT: A detached building attached to or set upon a permanent foundation and/or connected to utilities, such as a greenhouse, pole barn, garage, or other building designed to store household items and/or vehicles and that is usually built on-site.

BUILDING HEIGHT: The vertical distance measured from grade to the highest point of the building.

BUILDING INSPECTOR: Qualified employee of the City of Elko Building Department delegated to do building inspections and enforce applicable portions of this Code.

BUILDING, PRINCIPAL: A building, or where the context so indicates, a group of buildings, within which is conducted the principal use of the lot on which the building is situated.

CAMPING: The use of real property owned or occupied by another person for living accommodation purposes outside of a structure that is affixed to the ground, to include uses such as, without limitation, the following when done in connection with outdoor living: a) overnight sleeping activities or making preparations to sleep overnight outside of a motor vehicle, recreational vehicle or trailer, such as the laying down of bedding on the ground for the purpose of sleeping overnight; b) storing personal belongings outside of a structure in connection with overnight sleeping activities; c) cooking outdoors or making a fire for the purpose of cooking food outdoors as approved by the City; or d) using any tent,

shelter or other mobile structure for sleeping overnight. "Camping" does not include using a motor vehicle, recreational vehicle or trailer as long-term shelter, for living accommodation purposes or for the purpose of storage of belongings.

CARPORT: An accessory building, attached or detached, having two (2) or more open sides, used by occupants of the principal building for automobile shelter or storage.

CHILDCARE CENTER: A childcare facility providing care for more than twelve (12) children.

CHILDCARE FACILITY: An establishment operated and maintained for the purpose of furnishing care on a temporary or permanent basis during the day or overnight, to five (5) or more children under eighteen (18) years of age, if compensation is received for the care of any of those children and provided that such establishment is licensed by the State and operated in accordance with State requirements.

CHILDCARE FAMILY HOME: A childcare facility providing care for not less than five (5) children and not more than six (6) children.

CHILDCARE GROUP HOME: A childcare facility providing care for not less than seven (7) children and not more than twelve (12) children.

CLINIC: A building, or part thereof, in which ambulatory patients are provided diagnostic, therapeutic or preventative medical, surgical, dental or optical treatment by a group of doctors acting jointly, but not providing for overnight residence of patients.

COMMON OPEN SPACE: A parcel or parcels of land, or an area of water, or a combination of land and water, within the site designated for planned unit residential development which is designed and intended for the use or enjoyment of the residents of the development. Common open space may contain such complementary structures and improvements as are necessary and appropriate for the benefit and enjoyment of such residents.

CONDITIONAL USE: A use permitted in zoning district regulations subject to a finding by the Planning Commission that all special conditions and requirements imposed shall be met.

CONSTRUCTION YARD: An area on, abutting or adjacent to a major construction or demolition site used on a temporary basis for the parking and storage of equipment used in the project, and the storage and preparation of materials and other items used in the project, including construction offices and shops.

CONVALESCENT HOME: See definition of nursing or convalescent home.

DRIVE-IN ESTABLISHMENT: A business enterprise, activity or use of land consisting of sales or services rendered to patrons who normally receive the products or utilize the services while in motor vehicles upon the premises, including, but not limited to, gas service stations, drive-in restaurants, drive-in laundry and dry cleaning pick up, and drive-in bank.

DWELLING, MULTIPLE-FAMILY: A building, or portion thereof, containing two (2) or more dwelling units.

DWELLING, SINGLE-FAMILY: A building containing only one (1) dwelling unit and which is constructed under the Building Code in accordance with title 2 of this Code, and which also includes manufactured homes developed to specific standards in accordance with subsection [3-2-3Q](#) of this chapter.

DWELLING UNIT (DU): A single unit providing complete, independent living facilities for one (1) family, including permanent provisions for living, sleeping, eating, cooking and sanitation.

ERECTED: Built, constructed, altered, reconstructed or moved upon; any physical operations on a premises which are required for construction, excavation, fill, drainage and the like, shall be considered a part of erection.

ESSENTIAL SERVICE: The erection, construction, alteration or maintenance by a public utility of underground, surface or overhead gas, electrical, steam, water transmission or distribution systems, communication, supply or disposal systems, poles, wires, mains, drains, sewers, pipes, cables, fire alarm boxes, police call boxes, traffic signals, hydrants, and other similar equipment and accessories in connection therewith reasonably necessary for the furnishing of adequate service by such public utilities for the public health, safety or general welfare, not including buildings, electric substations and transmission towers.

EXCAVATION: Any breaking of ground, except common gardening and grounds care, and general agriculture.

FAMILY: An individual living alone; or, one (1) or more persons living together who are related by blood, marriage or other legal bond, and their dependents; or, a group of not more than five (5) unrelated persons living together as a single household in a dwelling unit. A "family" includes its domestic employees.

FULL FRONTAGE: All lot lines of any lot, parcel or tract of property adjacent to a road, street, alley or right-of-way, to include lots, parcels or tracts containing multiple borders or edges, such as corner lots.

GARAGE: A covered or enclosed outbuilding or part of a building designed for housing motor vehicles, boats, or trailers.

GAS SERVICE STATION: An establishment retailing motor fuels and lubricants directly to the public on the premises, including incidental sale of minor auto accessories and services.

GRADE: The average elevation of the finished ground surface adjacent to the exterior walls of a building or base of a structure.

HALFWAY HOUSE FOR RECOVERING ALCOHOL AND DRUG ABUSERS: A residence that provides housing and a living environment for recovering alcohol and drug abusers and is operated to facilitate their reintegration into the community, but does not provide treatment for alcohol or drug abuse. The term "halfway house for recovering alcohol and drug abusers" does not include a facility for transitional living for released offenders.

HOME OCCUPATION: A business customarily carried on in a business establishment that is permitted to be carried out in a residence as long as the use as a business is incidental to the primary residential

purpose and the residential character of the property is not changed. Every person permitted to carry on a home occupation shall obtain an annual business license.

HOSPITAL: A building, or group of buildings, in which sick or injured persons are given medical or surgical treatment, examination or care, including overnight residence, together with related facilities, e.g., laboratories, training facilities, staff residences, outpatient department and similar facilities which are an integral part of the principal use.

HOTEL, MOTEL: A building, or group of buildings, used primarily for accommodation of transient guests in rooms or suites.

HUMANITARIAN CAMPGROUND: A designated area that serves a humanitarian purpose by allowing people, with permission from the owner or occupier of the land, to engage in camping and that may or may not have toilets, showers and/or other amenities for campers to use.

HUMANITARIAN PURPOSE: A use which is not for profit and which is designed to allow people who are homeless or who cannot occupy their homes due to lack of utilities or other causes, to engage in life sustaining activities, such as eating and sleeping.

JUNKYARD: An open area where waste, used or secondhand materials are bought and sold, exchanged, stored, baled, packed, disassembled or handled, including, but not limited to, scrap iron and other metals, paper, rags, rubber tires, and bottles. A "junkyard" includes automobile wrecking yards and any area of more than one hundred twenty (120) square feet for storage, keeping or abandonment of junk, but does not include uses confined entirely within enclosed buildings.

LANDOWNER: The legal or beneficial owner or owners of all the land proposed to be included in the planned unit development. The holder of an option or contract of purchase, and lessee having a remaining term of not less than thirty (30) years, or another person having an enforceable proprietary interest in such land, is a "landowner" for the purposes of this chapter.

LICENSED HOUSE OF PROSTITUTION: A licensed commercial enterprise maintained for the convenience and resort of persons desiring lawful sexual intercourse.

LOADING SPACE: An off street space provided for the temporary parking of a vehicle while loading or unloading merchandise or materials, situated on the same lot with a building and entirely outside the right-of-way of any public street or alley.

LOT: A distinct part or parcel of land separated from other pieces or parcels by description, identified as such in a subdivision or on a record survey map, or described as such by metes and bounds, with the intention or for the purposes of sale, lease, or separate use, or for the purpose of building, including the following types of lots:

Corner Lot: A lot abutting two (2) or more intersecting streets.

Double Frontage Lot: A lot abutting two (2) parallel or approximately parallel streets.

Interior Lot: A lot having only one (1) side abutting a street.

Key Lot: An interior lot, one (1) side of which is contiguous to the rear line of a corner lot.

LOT AREA: The total area of a lot within the lot lines as measured on a horizontal plane.

LOT COVERAGE: That part or percentage of a lot occupied by principal and/or accessory buildings.

LOT DEPTH: The shortest distance, measured on a line parallel to the axis of the lot, between points on the front and rear lot lines.

LOT LINE: A line bounding a lot, including the following types of lot lines:

Front Lot Line: The lot line coinciding with the street line; or, in the case of a corner lot, the shorter of two (2) lot lines coinciding with street lines; or, in the case of a double frontage lot, both lot lines coinciding with street lines.

Rear Lot Line: The lot line opposite and farthest from the front lot line; for a pointed or irregular lot, the rear lot line shall be an imaginary line, parallel to and farthest from the front lot line, not less than ten feet (10') long and wholly within the lot.

Side Lot Line: Any lot line other than a front or rear lot line; in the case of a corner lot, the lot line abutting the side street is designated as the exterior side lot line and all other side lot lines are designated as interior side lot lines.

LOT OF RECORD: A lot which is part of a subdivision plat or other type of map used for the purpose of dividing or merging parcels of land, recorded in the Elko County Recorder's Office prior to the effective date hereof; or, a lot or parcel described by metes and bounds and having its description recorded in the Elko County Recorder's Office prior to the effective date hereof.

LOT WIDTH:

- A. In case of a rectangular lot or a lot abutting on the outside of a street curve, the distance between side lot lines measured parallel to the street or to the street chord and measured on the street chord.
- B. In the case of a lot abutting on the inside of a street curve, the distance between the side lot lines measured parallel to the street or the street chord at the rear line of the dwelling, or, where there is no dwelling, thirty feet (30') behind the minimum front setback line.

MAJOR ELECTRICAL TRANSMISSION LINE: Any electrical line carrying an electrical load of sixty six (66) kV and above.

METALLURGY: The reduction or extraction of metals from their ores by mechanical, physical or chemical methods, including their refinement and preparation for use as raw materials.

MINING: The extraction from the earth of gravel, stone, sand, and metallic or nonmetallic ore, and the crushing, washing, grading, storage and loading for transportation thereof.

MIXED USE: Combination of different uses including residential use within a shared building.

MOBILE HOME: As defined in the City of Elko mobile home ordinance 1 .

MOBILE HOME LOT: As defined in the City of Elko mobile home ordinance 2 .

MOBILE HOME PARK: As defined in the City of Elko mobile home ordinance 3 .

NONCONFORMING USE: Uses existing at the time of adoption of this chapter, but not in accordance with the provisions and requirements contained herein.

NURSING OR CONVALESCENT HOME: An establishment providing bed care, or chronic or convalescent care, for one (1) or more persons, exclusive of relatives, who by reason of illness or physical infirmity are unable to properly care for themselves; excluding, however, institutions for the care of alcoholics, drug addicts, and persons with mental or communicable diseases.

OFF STREET: Land which is not within the right-of-way of any street or alley.

PARK AND RIDE FACILITIES: Parking lots which are intended to allow commuters to park their vehicles and then transfer to some form of mass transportation, such as buses, trains or carpools.

PARKING LOT: An area other than for single-family dwellings used for the off street parking of more than two (2) motor vehicles, including parking spaces, access and maneuvering aisles.

PARKING SPACE: A fully accessible space adequate for the temporary parking of permitted vehicles, situated entirely outside the right-of-way of any public street.

PARTIES IN INTEREST: A term identifying the owners of property within three hundred feet (300') of specific property.

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

PLANNED SHOPPING CENTER: A business development not divided by a street and characterized by an organized and concentrated grouping of retail and service outlets served by a common circulation and parking system.

PLANNED UNIT DEVELOPMENT: An area of land controlled by a landowner, which is to be developed as a single entity for a number of dwelling units, the plans for which do not correspond in lot size, bulk or type of dwelling, density, lot coverage and required open space to the regulations established in any one (1) residential district created, from time to time, under the provisions of this chapter.

PLANNING COMMISSION: The City of Elko Planning Commission.

PRIVATE GARAGES: An enclosed accessory building, attached or detached, used for storage of motor vehicles used by occupants of the principal building and providing no public shop or services in connection therewith.

PUBLIC UTILITY: Any person, firm, corporation, municipality or Municipal board duly authorized under State or Municipal regulations, to furnish to the public electricity, gas, steam, communications, water, drainage, flood control, irrigation, garbage or trash disposal, or sewage disposal.

RAILROAD USE: The occupation and use of land, buildings and structures for purposes directly connected with rail transportation of articles, goods and passengers, including such facilities as tracks, sidings, signal devices and structures, shops and yards for maintenance and storage of rail machinery, loading platforms, passenger and freight terminals, but excluding warehouses, stockyards, grain

elevators, truck freight terminals and yards, and similar facilities, which are maintained and operated by the owning railroad company or by a lessee for purposes auxiliary to rail transportation.

RECREATION AND SOCIAL CLUBS: Buildings and grounds used for and operated by membership of fraternal organizations primarily not for profit, including golf clubs, tennis clubs, riding clubs, American Legion halls, Elks Club, and similar facilities.

RECREATIONAL VEHICLE: A vehicle self-propelled or otherwise, designated to temporarily shelter person en-route on a recreational or vacation trip. "Recreational vehicle" includes truck mounted campers, and self-propelled travel vans.

RECREATIONAL VEHICLE PARK: A lot, parcel or tract of land, having as its principal use the rental of space of temporary short term, transient occupancy by two (2) or more recreational vehicles, including any accessory buildings, structures and uses customarily incidental thereto.

REPAIR GARAGE: An establishment where these services may be allowed: normal activities of a gas service station, general repair, engine rebuilding, rebuilding or reconditioning of motor vehicles; collision services such as body, frame or fender straightening and repair; general painting and undercoating of automobiles; high speed washing; auto, boat or trailer rental; and general sales of auto parts or accessories.

RESIDENTIAL ESTABLISHMENT: A halfway house for recovering alcohol and drug abusers or a residential facility for groups.

RESIDENTIAL FACILITY FOR GROUPS: An establishment that furnishes food, shelter, assistance and limited supervision to unrelated person(s) with an intellectual disability or with a physical disability who is aged or infirm. The term does not include an establishment which provides care only during the day, a natural person who provides care for no more than two (2) persons in his own home, a natural person who provides care for one (1) or more persons related to him within the third degree of consanguinity or affinity, a halfway house for recovering alcohol and drug abusers, or a facility funded by a division or program of the Nevada Department of Health and Human Services.

RETAIL USE: A commercial establishment selling goods at retail; however, a home occupation shall not be considered as a retail use.

ROADWAY CLASSIFICATION: All roadway classifications shall be determined in accordance with the Transportation Component of the City of Elko Master Plan.

ROOMING HOUSE: A building other than a hotel or motel where, for compensation and by prearrangement for definite periods of time, lodging is provided for individuals who are not members of a resident family.

SCHOOL: A public or private building, or group of buildings, used for purposes of primary or secondary education, meeting all requirements of the Compulsory Education Laws of the State of Nevada.

SCREEN WALL: A masonry wall or opaque fence so constructed as to prevent the view of enclosed activities or uses from without.

SERVANT QUARTERS: An attached or detached building, or part thereof, housing persons employed on the premises.

SERVICE CLUBS: Buildings and grounds used for and operated by nonprofit organizations whose membership is open to any resident of the community, including YMCA, YWCA, Boy Scouts, Girl Scouts, Boys Club and any similar organizations having as its primary objective the improvement of the district, neighborhood or community and its social welfare.

SETBACK: The minimum horizontal distance between a lot line and the nearest point of a building, structure or use, as the context indicates, located on a lot. "Setback" shall not include eaves of the building.

STORY: That portion of a building included between the surface of any floor and the surface of the next floor above, or if there is no floor above, the space between the topmost floor and the roof having a usable floor area at least one-half ($\frac{1}{2}$) that of the floor area of the floor immediately below. A basement shall be considered a story when fifty percent (50%) or more of its cubic content is above grade.

STREET: A dedicated public way which affords the principal means of vehicular access to abutting property.

STREET LINE: A line demarcating the limits of a street right-of-way.

STREET, PRIVATE: A nondedicated, privately owned right-of-way or limited public way that affords the principal means of emergency and limited vehicular access and connection from the public street system to properties created through the division or subdivision of land.

STREET, PUBLIC: A dedicated public right-of-way that is part of the public street system and which affords the principal means of emergency and general vehicular access to abutting property.

STRUCTURE: ~~Any constructed or erected material or combination of materials, the use of which requires location on the ground or attachment to something located on the ground and which requires a permit as defined and regulated by the Building Code, including buildings, stadiums, radio towers, sheds, storage bins, fences and signs.~~ Something built or constructed that may be placed upon or affixed to real property for a purpose, such as storage or protection from the elements. The term "structure" includes, without limitation, a building, a non-permanentized mobile home or an unattached shed placed on skids.

SWIMMING POOL: Any constructed pool, used for swimming, bathing or wading, whether above or below the ground surface and regardless of depth or water surface area.

TEMPORARY USE OR BUILDING: A use or structure permitted under the terms of this chapter to exist for a limited period of time.

TOWNHOUSE OR ROW HOUSE: A single-dwelling unit arranged side by side with other such units in a multi-family dwelling, completely independent of all other such units in the building by reason of separation therefrom by unpierced party walls.

USABLE FLOOR AREA: A term used in computing parking requirements, meaning the aggregate area of a building measured to the interior area, similarly measured, or each additional story which is connected to the first story by a fixed stairway, escalator, ramp or elevator, and the floor area of all accessory buildings, measured similarly, but excluding that part of any floor area which is occupied by heating, ventilating, or other permanently installed equipment required for operation of the building, and by unenclosed porches, light shafts, public corridors and public toilets. For uses not enclosed within a building, the area for sales, display or service shall be measured to determine equivalent usable floor area.

USE: The purpose for which land or a building is arranged, designed or intended, or for which land or a building is or may be occupied. The principal use is the main use to which the premises are devoted and the main purpose for which the premises exist. An accessory use is a use subordinate to the principal use on a lot and used for purposes clearly incidental to those of the principal use.

VARIANCE: A modification of the literal enforcement of the technical provisions and requirements of this chapter. The applicant for variance shall present adequate evidence to support the granting of a variance in accordance with section 3-2-22 of this chapter.

YARD: An open space located between any portion of a building and the nearest lot line, or the nearest adjacent building or group of buildings, as the context indicates, unoccupied and unobstructed from the ground upward, except as otherwise provided in this chapter.

YARD, FRONT: A yard extending across the full width of the lot and having a depth equal to the horizontal distance between the nearest point of the principal building and the front lot line, measured at right angles to the front lot line.

YARD, NONREQUIRED: Any yard with dimensions exceeding those required herein.

YARD, REAR: A yard extending across the full width of a lot and having a depth equal to the horizontal distance between the nearest point of the principal building and the rear lot line, measured at right angles to the rear lot line.

YARD, REQUIRED: A yard having the minimum dimensions required herein.

YARD, SIDE: A yard extending from the front lot line to the rear lot line between a side lot line and the principal building, and having a width equal to the horizontal distance between the nearest point of the principal building and the side lot line, measured at right angles to the side lot line. (Ord. 818, 4-25-2017)

Notes

1. See Section 3-5-3 of this title
2. See Section 3-5-3 of this title
3. See section 3-5-3 of this title

Section 2: Title 3, Chapter 2, Section 5 of the Elko City Code is hereby amended to read as follows:

3-2-5: RESIDENTIAL ZONING DISTRICTS:

- A. RS Residential Suburban District:

1. Intent: The purpose of the RS zoning district is to provide and preserve low density, single-family residential living areas that are semirural or agricultural in character and transitional in relationship to more urbanized residential areas of higher density, to allow for the sheltering of large domestic or farm animals on a lot or parcel in conjunction with an established residential use and to preclude the encroachment of land use activities that may be incompatible with the character of the semirural residential environment.

2. Principal Uses Permitted:

Electrical power substations, sewer lift stations and water pumping stations wherein service to district residents requires location within the district.

One single-family dwelling of a permanent character in a permanent location with each dwelling unit on its own parcel of land and provided all area and setback requirements are met.

Publicly owned and operated parks and recreation areas and centers.

Sheltering of farm animals:

- a. The keeping of domestic horses, donkeys, llamas and alpacas under the ownership of the resident occupant of the lot or parcel shall be considered as a permitted principal use; provided, that any combination of such animals on any one lot shall be limited to one animal for the first thirty thousand (30,000) square feet of lot area. One additional large animal may be maintained for each additional twenty thousand (20,000) square feet of lot area contained in the same lot.
- b. The keeping of domestic sheep and goats under the ownership of the resident occupant of the lot or parcel shall be considered as a permitted principal use; provided, that any combination of such animals on any one lot shall be limited to one animal for the first fifteen thousand (15,000) square feet of lot area. One additional small animal may be maintained for each additional ten thousand (10,000) square feet of lot area contained in the same lot.
- c. The keeping of such farm animals shall conform to all other provisions of law governing same, and no animal, nor any pen, stable, barn or corral shall be kept or maintained within one hundred feet (100') of any principal dwelling (other than that occupied by the owner of such domestic animal), any public building, park, school, hospital, or any other public place; or within eighty feet (80') of the front property line of the lot on which the animals are maintained, or within twenty five feet (25') of the side street of a corner lot. There shall be no killing or dressing of any such animals for commercial purposes.
- d. Poultry, rabbits or domestic fowl raised for food, education, scientific or furbearing purposes; provided, not more than twelve (12) of any one or combination of such animals and fowl may be maintained on one lot.

- e. The keeping of such domestic animals or fowl shall conform to all other provisions of law governing same, and no fowl or animals, nor any pen or coop, shall be kept or maintained within fifty feet (50') of any window or door of any residence, dwelling or other building used for human habitation (other than that occupied by the owner of such domestic animals or fowl), or within sixty feet (60') of the front property line of the lot on which the animals are maintained, or within twenty five feet (25') of the side street on a corner lot.
3. Conditional Uses Permitted: Any of the following uses may be permitted as principal uses upon approval of a conditional use permit in accordance with the provisions of this chapter and those set forth in section [3-2-18](#) of this chapter regarding conditional use permits. In reviewing conditional use permit applications, the Planning Commission shall ensure that adequate light and air, ingress and egress, and compatibility with other uses in the neighborhood are maintained.

Churches, church facility complexes and places of religious worship.

Public buildings providing cultural, educational, administrative and fire and police service to residents of the district.

4. Accessory Uses Permitted: Accessory buildings, structures and uses customarily incidental to a permitted use may be permitted, except as otherwise provided in this chapter.

Accessory buildings.

Childcare family home.

~~Garden house, tool house, remade; outdoor swimming pool and similar home recreational facilities; provided that such facilities are used solely by occupants of the premises and their guest.~~

Guesthouse or servants' quarters [provided they conform to all yard requirements applicable to the principal building.](#)

Home occupations in accordance with other provisions in this chapter.

Private garage or carport.

[Ramada, outdoor swimming pool, or similar home recreational facility so long as the facility is used solely by the occupants of the premises and their guests.](#)

Storage parking for recreational vehicles owned by the occupant; provided, that it is located in a garage, carport, rear or interior side yard, is not provided water or sewer service connections, and is not used for living purposes.

Storage parking of boat, utility trailer, horse trailer and similar equipment owned by the occupant; provided, that such equipment is located in a garage, carport, rear or interior side yard.

5. Property Development Standards:

- a. Development standards shall ~~adhere to subsection G of this section~~ comply with Section 3-2-5(G).
- b. Subdivisions within the RS District which are essentially independent and self-contained and, which are characterized by lots which are no less than one-half ($\frac{1}{2}$) acre in size, may utilize rural road standards in accordance with specifications contained within section 3-3-11 of this title.

6. Property Development Standards ~~F~~I for Accessory Buildings:

All accessory buildings, both permanent and non-permanent, shall comply with Section 3-2-5(H).

- ~~a. Building Height: The maximum height of an accessory building shall not exceed forty feet (40') or the current City airport master plan, whichever is more restrictive.~~
- ~~b. Building Setbacks: Any detached accessory building that is erected shall conform to front and side yard setback requirements. A minimum rear setback of ten feet (10') shall be required.~~

B. R1 Single-Family Residential District:

1. Intent: The purpose of the R1 zoning district is to provide and preserve low density residential living areas reserved predominantly for the development of single-family dwellings and to preclude the encroachment of land use activities that may be detrimental or injurious to the character or quality of the low density residential environment.

2. Principal Uses Permitted:

Electrical power substations, sewer lift stations and water pumping stations wherein service to district residents requires location within the district.

One single-family dwelling of a permanent character in a permanent location with each dwelling unit on its own parcel of land, and provided all area and setback requirements are met.

Publicly owned and operated parks and recreation areas and centers.

3. Conditional Uses Permitted: Any of the following uses may be permitted as principal uses upon approval of a conditional use permit in accordance with provisions of this chapter and those set forth in section 3-2-18 of this chapter regarding conditional use permits. In reviewing conditional use permit applications, the planning commission shall ensure that adequate light and air, ingress and egress, and compatibility with other uses in the neighborhood are maintained.

Churches, church facility complexes and places of religious worship.

Public buildings providing cultural, educational, administrative and fire and police service to residents of the district.

4. Accessory Uses Permitted: Accessory buildings, structures and uses customarily incidental to a permitted use may be permitted, except as otherwise provided in this chapter.

Accessory buildings.

Childcare family home.

~~Garden house, tool house, remade; outdoor swimming pool and similar home recreational facilities; provided that such facilities are used solely by occupants of the premises and their guest.~~

Guesthouse or servants' quarters provided they conform to all yard requirements applicable to the principal building.

Home occupations in accordance with other provisions in this chapter.

Private garage or carport.

Ramada, outdoor swimming pool, or similar home recreational facility so long as the facility is used solely by the occupants of the premises and their guests.

Storage parking for recreational vehicles owned by the occupant; provided, that it is located in a garage, carport, rear or interior side yard, is not provided water or sewer service connections, and is not used for living purposes.

Storage parking of boat, utility trailer, horse trailer and similar equipment owned by the occupant; provided, that such equipment is located in a garage, carport, rear or interior side yard.

5. Property Development Standards: Development standards shall ~~adhere to subsection G of this section~~ comply with Section 3-2-5(G).
6. Property Development Standards ~~F~~for Accessory Buildings:

All accessory buildings, both permanent and non-permanent, shall comply with Section 3-2-5(H).

~~a. Building Height: The maximum building height shall not exceed twenty-five feet (25'), or requirements contained within the city airport master plan, whichever is the most restrictive.~~

~~b. Building Setbacks: Any detached accessory building that is erected shall conform to front and side yard setback requirements. A minimum rear yard setback of ten feet~~

~~(10') shall be required, which may be reduced to zero feet (0') if the rear lot line abuts a public alley.~~

~~c. Building Area: A detached accessory building shall be limited to a maximum area of one thousand (1,000) square feet or ten percent (10%) of the lot area, whichever is greater, but not to exceed one thousand two hundred (1,200) square feet.~~

C. R2 Two-Family Residential District:

1. Intent: The purpose of the R2 zoning district is to provide and preserve medium density residential living areas appropriate primarily for single-family and two-family dwellings, limited multiple residential uses and neighborhood service type uses where appropriate, and to preclude uses that would detract or be detrimental to the character of the medium density residential environment.

2. Principal Uses Permitted:

Electrical power substations, sewer lift stations and water pumping stations wherein service to district residents requires location within the district.

One single-family dwelling or one two-family dwelling (duplex) of a permanent character in a permanent location with each dwelling unit on its own parcel of land, and provided all area and setback requirements are met.

Publicly owned and operated parks and recreation areas and centers.

3. Conditional Uses Permitted: Any of the following uses may be permitted as principal uses upon approval of a conditional use permit in accordance with provisions of this chapter and those set forth in section 3-2-18 of this chapter. In reviewing conditional use permit applications, the planning commission shall ensure that adequate light and air, ingress and egress, and compatibility with other uses in the neighborhood are maintained.

Childcare group home.

Churches, church facility complexes and places of religious worship.

One three-family dwelling (triplex) or one four-family dwelling (fourplex) of a permanent character in a permanent location with each dwelling unit on its own parcel of land and contingent upon any dwelling unit more than a two-family dwelling providing an additional two thousand two hundred (2,200) square feet of lot area per unit, and provided setback requirements are met.

Public buildings providing cultural, educational, administrative and fire and police service to residents of the district.

Recreational, social and service clubs.

4. Accessory Uses Permitted: Accessory buildings, structures and uses customarily incidental to a permitted use may be permitted, except as otherwise provided in this chapter.

Accessory buildings. Lots with single-family dwelling units may have both permanent and non-permanent accessory buildings. Lots with multiple-family dwelling units may only have permanent accessory buildings.

Childcare family home.

~~Garden house, tool house, remade, outdoor swimming pool and similar home recreational facilities; provided that such facilities are used solely by occupants of the premises and their guest.~~

Guesthouse or servants' quarters provided they conform to all yard requirements applicable to the principal building.

Home occupations in accordance with other provisions in this chapter.

Private garage or carport.

Ramada, outdoor swimming pool, or similar home recreational facility so long as the facility is used solely by the occupants of the premises and their guests.

Storage parking for recreational vehicles owned by the occupant; provided, that it is located in a garage, carport, rear or interior side yard, is not provided water or sewer service connections, and is not used for living purposes.

Storage parking of boat, utility trailer, horse trailer and similar equipment owned by the occupant; provided, that such equipment is located in a garage, carport, rear or interior side yard.

5. Property Development Standards: Development standards shall ~~adhere to subsection G of this section~~ comply with Section 3-2-5(G).
6. Property Development Standards ~~F~~for Accessory Buildings:

All accessory buildings, both permanent and non-permanent, shall comply with Section 3-2-5(H).

- a. ~~Building Height: The maximum building height shall not exceed twenty five feet (25'), or requirements contained within the city airport master plan, whichever is the most restrictive.~~
- b. ~~Building Setbacks: Any detached accessory building that is erected shall conform to front and side yard setback requirements. A minimum rear yard setback of ten feet (10') shall be required, which may be reduced to zero feet (0') if the rear lot line abuts a public alley.~~

~~c. Building Area: A detached accessory building shall be limited to a maximum area of one thousand (1,000) square feet or ten percent (10%) of the lot area, whichever is greater, but not to exceed one thousand two hundred (1,200) square feet.~~

D. R3 Multiple-Family Residential District:

1. Intent: The purpose of the R3 zoning district is to provide and preserve residential areas appropriate primarily for multiple-family residential uses of higher density usually along or in close proximity to arterial roadway corridors, and to preclude uses that would detract or be detrimental to the character or function of the high density residential environment.

2. Principal Uses Permitted:

Electrical power substations, sewer lift stations and water pumping stations wherein service to district residents requires location within the district.

Publicly owned and operated parks and recreation areas and centers.

3. Conditional Uses Permitted: Any of the following uses may be permitted as principal uses upon approval of a conditional use permit in accordance with provisions of this chapter and those set forth in section [3-2-18](#) of this chapter. In reviewing conditional use permit applications, the planning commission shall ensure that adequate light and air, ingress and egress, and compatibility with other uses in the neighborhood are maintained.

Childcare center.

Churches, church facility complexes and places of religious worship.

Multiple-family residential developments which contain five (5) or more units located on a single lot or parcel; townhouse or row house developments.

Public buildings providing cultural, educational, administrative, and fire and police service to residents of the district.

Recreation, social and service clubs.

4. Accessory Uses Permitted: Accessory buildings, structures, and uses customarily incidental to a permitted use shall be permitted, except as otherwise provided in this chapter.

5. Property Development Standards: Development standards shall ~~adhere to subsections E6 and G of this section~~ comply with Sections 3-2-5 (E)(6) and 3-2-5(G).

56. Property Development Standards Ffor Accessory Buildings: Development standards for accessory buildings within the R3 district shall ~~be the same standards established by the district~~ comply with Section 3-2-5(H).

67. General Regulations:

- a. The outdoor storage of goods or materials shall be prohibited.
- c. The minimum site area necessary to establish an R3 zoning district shall be one acre.

E. R Single-Family ~~A~~and Multiple-Family Residential District:

1. Intent: The purpose of the R zoning district is to provide for a mixture and diversity of housing types for both single-family and multi-family residential development where such development is desirable, and limited institutional, office and neighborhood service type uses where appropriate, and to preclude land uses that would be detrimental to a mixed and varied residential environment.

2. Principal Uses Permitted:

Adult care facility which serves ten (10) or fewer.

Electric power substations, sewer lift stations, and water pump stations wherein service to district residents requires location within the district.

Multiple-family residential units, including a duplex, triplex, or a fourplex located on a single lot or parcel, provided area and setback requirements are met.

One single-family dwelling of a permanent character in a permanent location with each dwelling unit on its own parcel of land and provided all area and setback requirements are met.

Publicly owned and operated parks and recreation areas and centers.

Residential facility for groups of ten (10) or fewer.

3. Conditional Uses Permitted: Any of the following uses may be permitted as principal uses upon approval of a conditional use permit in accordance with provisions of this chapter and those set forth in section 3-2-18 of this chapter regarding conditional use permits. In reviewing conditional use permit applications, the planning commission shall ensure that adequate light and air, ingress and egress, and compatibility with other uses in the neighborhood are maintained.

Adult care facility which serves eleven (11) or more.

Childcare center; childcare group home.

Churches, church facility complexes and places of religious worship.

Halfway house for recovering alcohol and drug abusers.

Healing arts, healthcare facilities, but not including animal hospital.

Multiple-family residential developments which contain five (5) or more units located on a single lot or parcel; townhouse or row house developments.

Public buildings providing cultural, educational, administrative, and fire and police service to residents of the district.

Recreation, social and service clubs.

Residential facility for groups of eleven (11) or more.

Teaching of creative arts.

4. Accessory Uses Permitted: Accessory buildings, structures and uses customarily incidental to a permitted use, except as otherwise provided in this chapter.

Accessory buildings. Lots with single-family dwelling units may have both permanent and non-permanent accessory buildings. Lots with multiple-family dwelling units may only have permanent accessory buildings.

Childcare family home.

~~Garden house, tool house, remade; outdoor swimming pool and similar home recreational facilities; provided that such facilities are used solely by occupants of the premises and their guest.~~

Guesthouse or servants' quarters provided they conform to all yard requirements applicable to the principal building.

Home occupations in accordance with other provisions in this chapter.

Private garage or carport.

Ramada, outdoor swimming pool, or similar home recreational facility so long as the facility is used solely by the occupants of the premises and their guests.

Rooms in the principal building for roomers, not exceeding two (2) such persons per dwelling unit; provided, that adequate additional off street parking space shall be provided.

Storage parking for recreational vehicles owned by the occupant; provided, that it is located in a garage, carport, rear or interior side yard, is not provided water or sewer service connections, and is not used for living purposes.

Storage parking of boat, utility trailer, horse trailer and similar equipment owned by the occupant; provided, that such equipment is located in a garage, carport, rear or interior side yard.

5. Property Development Standards: Development standards shall ~~adhere to subsection G of this section~~ comply with Section 3-2-5(G).

6. Additional Property Development Standards ~~F~~for Multiple- Family Residential Developments:

- a. Minimum Distance ~~B~~etween Buildings ~~On T~~he Same Lot: The minimum distance between the opposing exterior walls of detached buildings, or parts of attached or semiattached buildings, on the same lot, shall be:
- (1) If both walls are front walls, or contain main entrances or living room windows: Thirty feet (30');
 - (2) If one wall is a front wall, or contains a main entrance or living room windows, and one wall is a side or rear wall containing no doors or windows: Twenty four feet (24');
 - (3) If both walls are side or rear walls containing windows or secondary entrances: Twenty four feet (24');
 - (4) If one wall is a side or rear wall containing windows or secondary entrances and one wall contains no doors or windows: Eighteen feet (18');
 - (5) If neither wall contains windows or doors: Ten feet (10').
- b. Additional Placement Regulations For Multi-Family Dwellings: If the front of a building, or part thereof, faces on an interior side or rear lot line, the building, or that part thereof, shall be set back from such lot line not less than twenty feet (20').
- c. Separation Of Semidetached Dwellings Or Row Houses: When, for purposes of sale or separate ownership, a two-family or multi-family dwelling and the land in and upon which such dwellings are situated, is to be subdivided into separate lots having one dwelling unit per lot, such lots shall be exempt from all interior side yard requirements.

7. Property Development Standards ~~F~~for Accessory Buildings:

All accessory buildings, both permanent and non-permanent, shall comply with Section 3-2-5(H).

- ~~a. Building Height: The maximum building height shall not exceed twenty five feet (25'), or requirements contained within the city airport master plan, whichever is the most restrictive.~~
- ~~b. Building Setbacks: Any detached accessory building that is erected shall conform to front and side yard setback requirements. A minimum rear yard setback of ten feet (10') shall be required, which may be reduced to zero feet (0') if the rear lot line abuts a public alley.~~

~~c. Building Area: A detached accessory building shall be limited to a maximum area of one thousand (1,000) square feet or ten percent (10%) of the lot area, whichever is greater, but not to exceed one thousand two hundred (1,200) square feet.~~

8. Exceptions:

- a. Lots Of Record: On each existing lot of record, the side yards shall have a width of not less than five and one-half feet (5½'), and a front yard of not less than twelve feet (12') for single-family dwelling units.
- b. Detached Guesthouse ~~Or~~ Servants' Quarters: Detached guesthouses and servants' quarters are permitted in any district; provided, however, that they shall conform to all yard requirements applicable to the principal building.

F. RO Residential Office District:

1. Intent: The purpose of the RO zoning district is to establish a residential zone that is transitional in character and location to more intense commercial districts, and to promote a mixed pattern of compatible development consisting primarily of residential uses and a blend of professional office, limited service and retail activities that are recognized as low traffic generators. The RO district is intended to protect the integrity of established residential neighborhoods from noise and excessive levels of traffic while at the same time afford the opportunity for compatible office, service and retail development in a mixed use setting.

2. Principal Uses Permitted:

Electric power substations, sewer lift stations, and water pump stations wherein service to district residents requires location within the district.

Multiple-family residential units, including a duplex, triplex, or a fourplex located on a single lot or parcel, provided area and setback requirements are met.

One single-family dwelling of a permanent character in a permanent location with each dwelling unit on its own parcel of land and provided all area and setback requirements are met.

Publicly owned and operated parks and recreation areas and centers.

3. Conditional Uses Permitted:

Art studios.

Barber and beauty shops.

Florists.

Multiple-family residential developments which contain five (5) or more units located on a single lot or parcel; townhouse, condominium or attached housing developments.

Offices, medical and professional.

Photographic studios.

Restaurants, limited in scale and hours of operation, such as ice cream parlors, sandwich and beverage shops, delicatessens.

Retail and service establishments, limited in scale and hours of operation, such as boutiques, gift shops and similar uses.

Schools for music, dance, teaching and creative arts.

Similar uses determined to be functionally comparable to conditional permitted uses in this zone.

4. Accessory Uses Permitted: Accessory buildings, structures, and uses customarily incidental to a permitted use, except as otherwise provided in this chapter.

Accessory buildings. Lots with single-family dwelling units may have both permanent and non-permanent accessory buildings. Lots with multiple-family dwelling units may only have permanent accessory buildings.

Childcare family home.

Guesthouse or servants' quarters provided they conform to all yard requirements applicable to the principal building.

Home occupations in accordance with other provisions in this chapter.

Private garage or carport.

Ramada, outdoor swimming pool, or similar home recreational facility so long as the facility is used solely by the occupants of the premises and their guests.

Storage parking for recreational vehicles owned by the occupant; provided, that it is located in a garage, carport, rear or interior side yard, is not provided water or sewer service connections, and is not used for living purposes.

Storage parking of boat, utility trailer, horse trailer and similar equipment owned by the occupant; provided, that such equipment is located in a garage, carport, rear or interior side yard.

5. Property Development Standards: Development standards shall ~~adhere to subsection G of this section~~ comply with Section 3-2-5(G).

56. Property Development Standards For Accessory Buildings: Development standards for accessory buildings ~~within the RO district shall be the same standards established for the R district~~ shall comply with Section 3-2-5(H).

67. General Regulations:

- a. The outdoor storage of goods or materials shall be prohibited.
- b. Warehousing or the indoor storage of goods or materials beyond that normally incidental to permitted uses shall be prohibited.
- c. One wall mounted, nonilluminated sign, for each lot of record not to exceed twelve (12) square feet in area or one freestanding, nonilluminated sign for each lot of record not to exceed six feet (6') in height and twelve (12) square feet in area may be permitted for any approved conditional use. The planning commission may modify such regulations as part of the conditional use permit procedure.

G. Residential Zoning Districts Area, Setback, ~~A~~ and Height Schedule ~~F~~ for Principal ~~and Certain Accessory Use~~ Buildings:

1. Table ~~O~~ of Area Requirements:

AREA REQUIREMENTS

	Minimum Requirements				Building Setbacks				Maximum Height Requirements
Zoning Districts	Corner Lot Area	Lot Area	Lot Width	Lot Depth	Front Yard	Rear Yard	Interior Side Yard	Exterior Side Yard	Building Height
RS		15,000 sq. ft.	80 ft.	180 ft.	25 ft.	20 ft.	10 ft.	20 ft.	35 ft. ¹
R1	6,500 sq. ft.	6,000 sq. ft.	60 ft.	100 ft.	15 ft. ⁶	20 ft.	5½ ft.	15 ft. ⁵	35 ft. ¹
R2	6,500 sq. ft.	6,000 sq. ft.	60 ft.	100 ft.	15 ft. ⁶	20 ft.	7 ft.	15 ft. ⁵	35 ft. ¹
R3		12,000 sq. ft. ⁴	80 ft.	100 ft.	20 ft.	20 ft.	10 ft.	15 ft. ⁵	45 ft. ¹
R	6,500 sq. ft.	6,000 sq. ft. ⁴	60 ft.	100 ft.	15 ft. ⁶	20 ft.	10 ft. ^{2,3}	15 ft. ⁵	45 ft. ¹
RO		6,000 sq. ft. ⁴	60 ft.	100 ft.	15 ft. ⁶	20 ft.	10 ft. ^{2,3}	12 15 ft.	45 ft. ¹

Notes:

1. Height limitations contained within the current ~~City of Elko~~ City of Elko ~~an Airport~~ an Airport ~~Master p~~ Master p ~~Plan~~ Plan shall supersede the height restrictions indicated in the above table where more restrictive.
2. For single-family dwellings, interior side yard setbacks shall be 5 ½ feet.
3. For multi-family dwellings, interior side yard setbacks shall be 7 feet.

4. For three- and four-family dwellings on the same lot, a minimum of 2,200 square feet of lot area is required for each dwelling unit.
5. For residences in existence at the time of enactment hereof (November 25, 2003), exterior side yard setbacks shall be 12 feet.
6. Garages, whether attached or detached, and carports shall be set back 20 feet from the front lot line; provided, that for any garage in existence prior to March 26, 2013, the front yard setback shall be 15 feet. ~~The term "garage", as used in this chapter, means a covered or enclosed outbuilding (or part of a building) for housing motor vehicles, boats or trailers.~~

2. Residential Lots ~~Of~~ Record:

- a. A single lot or parcel of land of record in the office of the county recorder as of the effective date of the city subdivision ordinance (December 9, 1975), and which does not meet minimum requirements for lot area, lot width or lot depth shall be considered a buildable lot for one single-family dwelling, provided all other requirements of this chapter are satisfied.
- b. For existing platted subdivisions characterized by twenty five foot (25') wide lots and situated within a residential zoning district, any lot or parcel reconfiguration or resubdivision shall adhere to a minimum lot area of five thousand (5,000) square feet.

H. Residential Zoning Districts Area, Setback, and Height Schedule for Accessory Buildings:

1. Requirements for Non-Permanent Accessory Buildings:

<u>Zoning Districts</u>	<u>Minimum Requirements</u>		<u>Building Setbacks³</u>				<u>Maximum Height Requirements</u>
	<u>Maximum Cumulative Square Feet of All Acc. Buildings²</u>	<u>Minimum Separation from Other Buildings</u>	<u>Front Yard</u>	<u>Rear Yard</u>	<u>Interior Side Yard</u>	<u>Exterior Side Yard</u>	<u>Building Height</u>
<u>RS</u>		<u>5 ft.</u>	<u>25 ft.</u>	<u>5 ft.⁴</u>	<u>5 ft.</u>	<u>5 ft.</u>	<u>15 ft.¹</u>
<u>R1</u>	<u>10% of lot size or 1,200 sq. ft.</u>	<u>5 ft.</u>	<u>15 ft.⁵</u>	<u>5 ft.⁴</u>	<u>5 ft.</u>	<u>5 ft.</u>	<u>15 ft.¹</u>
<u>R2</u>	<u>10% of lot size or 1,200 sq. ft.</u>	<u>5 ft.</u>	<u>15 ft.⁵</u>	<u>5 ft.⁴</u>	<u>5 ft.</u>	<u>5 ft.</u>	<u>15 ft.¹</u>
<u>R</u>	<u>10% of lot size or 1,200 sq. ft.</u>	<u>5 ft.</u>	<u>15 ft.⁵</u>	<u>5 ft.⁴</u>	<u>5 ft.</u>	<u>5 ft.</u>	<u>15 ft.¹</u>
<u>RO</u>	<u>10% of lot size or 1,200 sq. ft.</u>	<u>5 ft.</u>	<u>15 ft.⁵</u>	<u>5 ft.⁴</u>	<u>5 ft.</u>	<u>5 ft.</u>	<u>15 ft.¹</u>
<u>RB</u>	<u>10% of lot size or 1,200 sq. ft.</u>	<u>5 ft.</u>	<u>15 ft.⁵</u>	<u>5 ft.⁴</u>	<u>5 ft.</u>	<u>5 ft.</u>	<u>15 ft.¹</u>

Notes:

1. Height limitations contained within the current City of Elko Airport Master Plan shall supersede the height restrictions indicated in the above table where more restrictive.
2. Includes both permanent and non-permanent accessory buildings.
3. No buildings or structures shall be located within any easement.
4. Setback can be reduced to 0 feet if the rear lot line abuts a public alley.
5. Garages and/or carports shall be setback 20 feet from the front or exterior side property line.

2. Requirements for Permanent Accessory Buildings:

<u>Zoning Districts</u>	<u>Minimum Requirements</u>		<u>Building Setbacks³</u>				<u>Maximum Height Requirements</u>
	<u>Maximum Cumulative Square Feet of All Acc. Buildings²</u>	<u>Minimum Separation from Other Buildings</u>	<u>Front Yard</u>	<u>Rear Yard</u>	<u>Interior Side Yard</u>	<u>Exterior Side Yard</u>	<u>Building Height</u>
<u>RS</u>		<u>5 ft.</u>	<u>25 ft.</u>	<u>5 ft.⁴</u>	<u>5 ft.</u>	<u>5 ft.</u>	<u>35 ft.¹</u>
<u>R1</u>	<u>10% of lot size or 1,200 sq. ft.</u>	<u>5 ft.</u>	<u>15 ft.⁵</u>	<u>5 ft.⁴</u>	<u>5 ft.</u>	<u>5 ft.</u>	<u>35 ft.¹</u>
<u>R2</u>	<u>10% of lot size or 1,200 sq. ft.</u>	<u>5 ft.</u>	<u>15 ft.⁵</u>	<u>5 ft.⁴</u>	<u>5 ft.</u>	<u>5 ft.</u>	<u>35 ft.¹</u>
<u>R3</u>	<u>10% of lot size or 1,200 sq. ft.</u>	<u>5 ft.</u>	<u>20 ft.</u>	<u>5 ft.⁴</u>	<u>5 ft.</u>	<u>5 ft.</u>	<u>45 ft.¹</u>
<u>R</u>	<u>10% of lot size or 1,200 sq. ft.</u>	<u>5 ft.</u>	<u>15 ft.⁵</u>	<u>5 ft.⁴</u>	<u>5 ft.</u>	<u>5 ft.</u>	<u>45 ft.¹</u>
<u>RO</u>	<u>10% of lot size or 1,200 sq. ft.</u>	<u>5 ft.</u>	<u>15 ft.⁵</u>	<u>5 ft.⁴</u>	<u>5 ft.</u>	<u>5 ft.</u>	<u>45 ft.¹</u>
<u>RB</u>	<u>10% of lot size or 1,200 sq. ft.</u>	<u>5 ft.</u>	<u>15 ft.⁵</u>	<u>5 ft.⁴</u>	<u>5 ft.</u>	<u>5 ft.</u>	<u>25 ft.¹</u>

Notes:

1. Height limitations contained within the current City of Elko Airport Master Plan shall supersede the height restrictions indicated in the above table where more restrictive.
2. Includes both permanent and non-permanent accessory buildings.
3. No buildings or structures shall be located within any easement.
4. Setback can be reduced to 0 feet if the rear lot line abuts a public alley.
5. Garages and/or carports shall be setback 20 feet from the front or exterior side property line.

Section 3: Title 3, Chapter 2, Section 6 of the Elko City Code is hereby amended to read as follows:

3-2-6: RB RESIDENTIAL BUSINESS DISTRICT:

- Intent: This zoning district is intended to allow conversion of residential structures located along arterial and collector roads in areas of transition to an appropriate mix of residential, light retail and service commercial uses that provides good transitions with nearby residential uses and neighborhoods. This zone allows existing residential uses to remain and be improved, while also allowing low scale, low intensity commercial and business operations to be developed as part of infill projects. The district is intended to protect established residential neighborhoods from the type of land use associated with high levels of noise, illumination and traffic that could be detrimental to the characteristics of the residential neighborhood.
- District Boundary: The initial district boundary includes properties within the 5th Street corridor that are located between Pine Street and Walnut Street along the northeast side of 5th Street, and between Pine Street and Willow Street along the southwest side of 5th Street, with at least one property line abutting the right-of-way of 5th Street, and the following lots that are not

abutting the 5th Street right-of-way: Lots 21 & 22 of Block 98 and Lots 15 & 16 of Block 66, as shown on the Map of the First Addition to the Town of Elko, recorded as File No. 5, Elko County records.

1. The district boundaries may be amended in accordance with section 3-2-21 of this chapter.
2. The maximum distance allowed from the east or west side of 5th Street right-of-way to the district boundary is one hundred twenty five feet (125').

C. Principal Uses Permitted:

1. The following residential uses are permitted:

Multiple-family residential units, including a duplex, triplex, or a fourplex located on a single lot or parcel, provided all area and setback requirements are met.

One single-family dwelling of a permanent character in a permanent location on its own parcel of land, provided all area and setback requirements are met.

2. The following commercial uses are permitted:

Art galleries and studios.

Bakeries.

Banks, financial institutions, not including short term lending businesses such as title loans or payday lending.

Barber and beauty shops.

Bicycle repair.

Bookstores.

Childcare centers.

Coffee shops.

Corner stores.

Florists.

Healing art, healthcare facilities, including medical and dental offices.

Laboratories: medical, dental, optical.

Laundry or dry cleaning pick up outlets.

Lodges, fraternal organizations, recreation, social and service clubs.

Offices, to include the following uses and activities: government, business and professional, including accountants, architects, collection agencies, chiropractors, employment agencies, engineers, health services, insurance agencies, law offices, real estate, stenographic services, title insurance firms.

Pharmacies when operated in conjunction with, and within the same building as, a medical clinic.

Photographic studios.

Schools for music, dance, teaching and creative arts.

Trade schools.

Travel agencies.

Uses determined to be functionally comparable to principal permitted uses in this zone.

D. Conditional Uses Permitted:

1. The following uses are permitted with a conditional use permit:

Churches, church facility complexes and places of religious worship.

Convalescent hospitals, sanitariums, nursing homes, homes for the aged.

Funeral homes and mortuaries.

Mixed uses within structures containing one or more residential dwelling units in which a significant portion of the space within the structure includes one or more principal commercial permitted uses.

Multiple-family residential developments which contain five (5) or more units located on a single lot or parcel; townhouse, condominium or attached housing developments.

Restaurants, sandwich and beverage shops, delicatessens.

Theaters, indoor.

Uses determined to be functionally comparable to conditional permitted uses in this zone.

E. Accessory Uses Permitted:

1. Accessory buildings, structures and uses customarily incidental to a permitted use, except as otherwise provided for in this chapter, are permitted for the following uses:

Accessory buildings. Lots with single-family dwelling units may have both permanent and non-permanent accessory buildings. Lots with multiple-family dwelling units may only have permanent accessory buildings.

Childcare family home.

~~Garden house, tool house, remade; outdoor swimming pool and similar home recreational facilities; provided that such facilities are used solely by occupants of the premises and their guest.~~

Guesthouse or servants' quarters provided they conform to all yard requirements applicable to the principal building.

Home occupations in accordance with other provisions in this chapter.

Private garage or carport.

Ramada, outdoor swimming pool, or similar home recreational facility so long as the facility is used solely by the occupants of the premises and their guests.

Rooms in the principal building for roomers, not exceeding two (2) such persons per dwelling unit; provided, that adequate additional off street parking space shall be provided.

Storage parking for recreational vehicles owned by the occupant; provided, that it is located in a garage, carport, rear or interior side yard, is not provided water or sewer service connections, and is not used for living purposes.

Storage parking of boat, utility trailer, horse trailer and similar equipment owned by the occupant; provided, that such equipment is located in a garage, carport, rear or interior side yard.

F. Property Development Standards:

1. Lot Area:

- a. Commercial Uses: The lot area shall be of sufficient size to provide for the building, off-street parking and landscaping.
- b. Residential Uses: Residential uses less than five (5) units and not attached to a commercial use shall provide the minimum lot area required in the R District.

2. Lot Width:

- a. Commercial Uses: No requirement.
- b. Residential Uses: Residential buildings less than five (5) residential units and which do not contain a commercial use shall provide the minimum lot width required in the R District.

3. Front, Rear, Interior Side ~~A~~ and Exterior Side Yard for New Development Or Expansion:

a. Commercial Uses: Zero feet (0').

b. Residential Uses:

(1) New development of residential buildings containing less than five (5) residential units and which do not contain a commercial use shall conform to the yard standards required in the R District.

(2) Expansion upon existing principal permitted use shall have the following setbacks:

(A) Front: Five feet (5').

(B) Rear: Five feet (5').

(C) Interior side: Three feet (3').

(D) Exterior side: Five feet (5').

4. Building Height: Building height shall not exceed forty five feet (45'), or requirements contained within the City Airport Master Plan, whichever is the most restrictive.

5. Landscaping:

a. Commercial uses shall provide landscaping as described in subsection 3-2-10B2a of this chapter.

b. Landscaping within an adjacent right-of-way may be used to satisfy landscaping requirements, so long as it is maintained by the property owner.

c. With approval from the Planning Department, a lighted art element incorporated into the business signage may be allowed in lieu of required landscaping, but only if the developed property has physical conditions that prevent the property owner from installing the landscaping that would otherwise be required.

6. Signage:

a. Free standing signage shall be limited to a maximum height of six feet (6').

b. Signs shall be made of materials that enhance the appearance of the neighborhood, such as wood, stone, non- reflective or patinated metals, or similar materials.

c. Illuminated signs located adjacent to any residential area shall be shielded to direct light downward and away from adjacent properties such that there is no spillover light and shall be controlled by a rheostat or functional equivalent to avoid excessive glare visible from residential properties.

- d. Signs which contain, include, or are illuminated by any flashing, intermittent, or moving light or lights are prohibited.
- e. Wall signs shall not be allowed on any facade on the interior side that faces property zoned R - Single Family and Multiple Family Residential or that has a residential principal permitted use.

7. Off-Street Parking:

- a. Commercial and residential uses must comply with applicable provisions contained in section [3-2-17](#) of this chapter.
- b. On-street parking adjacent to commercial property may be used to satisfy off-street parking requirements.

G. Property Development Standards for Accessory Buildings:

All accessory buildings, both permanent and non-permanent, shall comply with Section 3-2-5(H).

- ~~a. Building Height: The maximum building height shall not exceed twenty-five feet (25'), or requirements contained within the city airport master plan, whichever is the most restrictive.~~
- ~~b. Building Setbacks: Any detached accessory building that is erected shall conform to front and side yard setback requirements. A minimum rear yard setback of five feet (5') shall be required, which may be reduced to zero feet (0') if the rear lot line abuts a public alley.~~
- ~~c. Building Area: A detached accessory building shall be limited to a maximum area of one thousand (1,000) square feet or ten percent (10%) of the lot area, whichever is greater, but not to exceed one thousand two hundred (1,200) square feet.~~

H. Building Development Standards ~~F~~or Commercial Uses: Buildings used for commercial purposes shall meet the following standards:

- 1. Low-intensity building and site lighting shall be installed in such a manner as to minimize light spillover and glare into residential neighborhoods.
- 2. Commercial storefront exterior materials and colors shall harmonize with the surrounding properties. Exterior treatments characterized by an overly bright, shiny, reflective or artificial appearance shall not be permitted.
- 3. The appearance of handicap ramps and entries shall be integrated into the design of the property they serve, minimize visual impact from the public right-of-way, provide the most direct building access possible, and comply with the Americans ~~W~~[with](#) Disabilities Act.

4. The visual impact of parking and mechanical equipment from the public right-of-way shall be minimized through the use of screening or landscaping.
 5. Awnings shall not obscure the character-defining features of the building.
- I. General Regulations ~~F~~for Commercial Uses: Commercial uses shall be subject to the following restrictions:
1. The outdoor storage of goods or materials is prohibited.
 2. Warehousing or the indoor storage of goods or materials beyond that normally incidental to permitted uses is prohibited.
 3. The appearance of handicap ramps and entries shall be integrated into the design of the property they serve, minimize impact on the public right-of-way, provide the most direct building access as possible, and comply with the Americans ~~W~~with Disabilities Act.
 4. Commercial buildings and associated structures and other improvements shall be designed in a manner that minimizes conflicts between pedestrian traffic and vehicles.
 5. Commercial building facades shall be designed and constructed in a manner that avoids large expanses of undifferentiated space.
 6. Commercial uses shall not have adverse impacts on the use and enjoyment of adjacent residential properties.

Section 4: Title 3, Chapter 5, Section 4 of the Elko City Code is hereby amended to read as follows:

3-5-4: USES PERMITTED AND MINIMUM STANDARDS:

A. Uses Permitted:

Accessory buildings.

Community recreation buildings and facilities, laundry, car wash, boat or storage facilities serving the mobile home or RV park; provided, however, that the architectural design of all non-mobile home structures shall be subject to approval by the planning commission prior to issuance of any conditional use permit, and all applicable state and city requirements.

Management offices (RMH-1 and RMH-4 only). One or more single-family dwellings or mobile homes used exclusively for office and living quarters by the operator or manager of the mobile home or RV park. The architectural design of a non-mobile home office shall be subject to approval by the planning commission prior to the issuance of any conditional use permit.

Mobile homes, manufactured homes, RVs. One mobile home, manufactured home or RV per space, including doublewide or expandable mobile home units.

Residential uses.

B. Standards for Development; Requirement:

1. Minimum Overall Area:
 - a. RMH-1: Two (2) acres;
 - b. RMH-2: One acre;
 - c. RMH-3: One acre;
 - d. RMH-4: Two (2) acres.
2. Maximum Building Height: The height of any building shall in no manner be such as to create a nuisance or safety hazard for air traffic into and about the Elko Municipal Airport.
3. Minimum Net Space Area: Minimum net space area for each mobile home, RV or manufactured home:
 - a. RMH-1: Four thousand (4,000) square feet;
 - b. RMH-2: Six thousand (6,000) square feet;
 - c. RMH-3: Six thousand (6,000) square feet;
 - d. RMH-4: One thousand two hundred sixty five (1,265) square feet.
4. Minimum Frontage Width: Minimum mobile home, RV or manufactured home space frontage width:
 - a. RMH-1: Forty feet (40');
 - b. RMH-2: Sixty feet (60');
 - c. RMH-3: Sixty feet (60');
 - d. RMH-4: Twenty three feet (23').
5. Minimum Setback, Public Street: Minimum setback of any building, mobile home, RV or manufactured home from a bordering public street line is fifteen feet (15'), except that garages and carports shall be set back twenty feet (20') from the front lot line.
6. Minimum Setback, Internal Street: Minimum setback from internal street in mobile home parks is twelve feet (12'), except that garages and carports shall be set back twenty feet (20') from the front lot line.

7. Minimum Side, Rear Setbacks, Separations: Minimum side and rear setbacks or separation for each mobile home, RV or manufactured home lot, where such side and rear does not border on public or internal streets:

- a. RMH-1: Five feet (5') from space side line; seven and one-half feet ($7\frac{1}{2}'$) from space rear line.
- b. RMH-2: Five and one-half feet ($5\frac{1}{2}'$) from side property line; ten feet (10') from rear property line.
- c. RMH-3: Five and one-half feet ($5\frac{1}{2}'$) from side property line; ten feet (10') from rear property line.
- d. RMH-4: Ten feet (10') separation between units or structures.

8. Property Development Standards for Accessory Buildings:

- a. Building Height: The maximum building height for all accessory buildings shall not exceed twenty-five (25) feet, or the building height requirements contained within the City of Elko Airport Master Plan, whichever is the most restrictive.

- b. Building Setbacks:

- 1. Permanent and Non-Permanent Accessory Buildings:

- a. Front: Fifteen (15) feet except that garages and carports shall be set back twenty (20) feet from any street from which they are accessed.

- b. Rear: Five (5) feet

- c. Interior Side: Five (5) feet

- d. Exterior Side: Five (5) feet except that garages and carports shall be set back twenty (20) feet from any street from which they are accessed.

- c. Building Area: The cumulative square feet of all accessory buildings shall be limited to a maximum area of ten percent (10%) of the lot area or one thousand, two hundred (1,200) square feet.

- d. Detached guesthouses are permitted with the exception of RMH 3 and RMH 4 districts, so long as they conform to all yard requirements applicable to the principal building.

- e. The minimum distance between all buildings on the parcel shall be five (5) feet.

- f. No building or structure shall be located on any easement.

9. Expandable Sections, Separation Requirements: Expandable sections of a mobile home, manufactured home or RV shall be considered a part of the mobile home, RV or manufactured home proper for setback or separation requirements.

910. Underground Utilities: All utilities shall be placed underground.

1011. Other Statutes And Regulations Applicable: Where applicable, all site preparation, construction, mobile home, RV and manufactured home installation, utility connections and occupancy shall be in accordance with the requirements of the Nevada statutes and regulations of this code and ordinances.

C. Transportation Systems Requirements:

1. **Access; Alignment And Grading of Streets:** All mobile home, RV or manufactured home spaces shall be provided with safe and convenient vehicular access from public or private streets. Alignment and grading of streets shall be properly adapted to topography.
2. **Street Surfacing:** All streets shall have a paved all weather surface approved by the city engineer and drained in a manner approved by the city engineer.
3. **Paved Curb Section:** All streets shall have a paved, back of curb to back of curb section not less than:
 - a. RMH-1: Forty two feet (42') in width;
 - b. RMH-2: Fifty feet (50') in width;
 - c. RMH-3: Fifty feet (50') in width;
 - d. RMH-4: Twenty feet (20') in width with off street parking.
4. **Curb/Gutter Sections; Sidewalk:** All streets shall require curb/gutter sections on both sides and have a five foot (5') paved sidewalk:
 - a. RMH-1: At least one side of street;
 - b. RMH-2: Both sides of street;
 - c. RMH-3: Both sides of street;
 - d. RMH-4: On both sides of dedicated public streets.
5. **Off Street Parking:** A minimum of two (2) off street parking spaces per mobile home or manufactured home space shall be required. One per RV site shall be required on streets twenty feet (20') in width.
6. **Emergency Vehicular Access:** In all districts, adequate provisions for emergency vehicular access during inclement weather shall be provided on internal streets.

7. **Storm Drainage:** Adequate storm drainage shall be provided and shall be reviewed by the city engineer for his approval.
8. **Signs ~~A~~nd Lighting:** All streets shall be properly signed and lighted. Lighting systems to be approved by the city engineer.

D. General Requirements:

1. **Paving:** All vehicle parking spaces and driveways shall be paved with a hard surface material.
2. **Recreation ~~O~~or Open Space Area:** The planning commission shall require mobile home and RV parks to have at least one recreation area or usable open space accessible from all spaces, the cumulative size of which recreation area shall not be less than:
 - a. A minimum of two hundred (200) square feet of outdoor recreation area per mobile home space or fifty (50) square feet per RV site shall be provided, exclusive of required yards or setback area. The minimum size for any single outdoor recreation area shall be two thousand four hundred (2,400) square feet in mobile home parks and one thousand two hundred (1,200) square feet in RV parks, with a minimum width of twenty four feet (24').
 - b. Parks catering to family use shall provide larger recreation areas and adequate playgrounds. A minimum of three hundred (300) square feet of outdoor recreation area per mobile home space or seventy five (75) square feet per RV site shall be provided, exclusive of required yards or setback areas. All recreation areas and landscaping plans shall be approved prior to issuance of a conditional use permit by the planning commission.
3. **Pedestrianways:** When included as additions to required sidewalks, pedestrianways shall have a minimum width of four feet (4') and shall be surfaced in concrete or hard surface material.
4. **Water Supply:** An accessible, adequate, safe and potable supply of water for domestic purposes shall be provided to each mobile home or manufactured home space or lot and RV site, and proof of the same shall be provided to the planning commission before approval of any conditional use permit. Such supply of water shall be in conformance with any applicable Nevada statutes and regulations and city ordinances, and furnished through a pipe distribution system directly connected to the city water service.
5. **Sewerage Facilities:** An adequate and safe sewer system shall be provided to each mobile home, manufactured home or RV space, lot or site. Such sewer system shall be in conformance with any applicable Nevada statutes and regulations and city ordinances, and directly connected through a pipe collection system to the city sewer facilities.
6. **Refuse ~~A~~nd Garbage:** Storage, collection and disposal of garbage and refuse shall be in conformance with any applicable Nevada statutes and regulations and city ordinances. In mobile home and RV parks, one metal dumpster with lid per twenty five (25) spaces located

no more than one hundred fifty feet (150') from mobile home lots and RV sites shall be required.

7. **Fuel Supply And Storage:** Installation of liquid petroleum gas or fuel oil containers within a mobile home or manufactured home subdivision or mobile home or RV park shall be in conformance with any applicable Nevada statutes and city ordinances.
8. **Fire Protection:** In every mobile home or RV park, mobile home subdivision or manufactured home subdivision, fire hydrants shall be installed as may be required by the fire department.
9. **Tie Downs:** Tie downs for all mobile homes shall be provided in accordance with state fire marshal regulations and applicable Nevada statutes and regulations. Tie downs shall not be required on RV sites.
10. **Skirting:**
 - a. Skirting shall be of durable materials suitable for exterior exposures, and be installed in accordance with the manufacturer's installation instructions. It shall be secured, as necessary, to assure stability, to minimize vibrations, to minimize susceptibility to wind damage and to compensate for possible frost heave.
 - b. If combustion air for heat producing appliance is taken from within the under floor area, ventilation shall be adequate to assure proper operation of the appliances.
 - c. Use of combustible material (such as hay, straw, cardboard, etc.) shall be prohibited.
11. **Fences:** Mobile home and RV parks adjacent to residential zones shall be fenced with a solid view screening decorative fence not more than six feet (6') nor less than three feet (3') in height around the entire boundary of the park. However, no such fence over three feet (3') in height shall be allowed within thirty feet (30') of the intersection of any two (2) streets. The design and construction materials of said fence shall be subject to approval by the planning commission prior to the issuance of any conditional use permit. (RMH-1 and RMH-4 districts only.)
12. **Floodplain:** No mobile home or manufactured home subdivision, mobile home or RV park which is proposed to be constructed below the 100-year floodplain elevation of the Humboldt River and other drainage as defined by the U.S. army corps of engineers, shall be approved by the planning commission.
13. **Grading, Erosion Protections; Avoidance Of Visual Scars On Hillsides; Protection Of Underground Utility Lines:** Whenever it may be necessary for the developer of a mobile home, manufactured home subdivision, mobile home or RV park to cut and fill, or to alter the contours of the land in any way, he shall comply with the provisions of the city building code.
14. **Management:** The holder of a valid city business license for the operation of a mobile home or RV park shall be responsible for compliance with this chapter and other applicable ordinances (e.g., section 5-1-1 of this code) or Nevada statutes and regulations. He/she shall

maintain the mobile home or RV park in a neat, orderly and sanitary condition at all times. (RMH-1 and RMH-4 districts only.)

15. **Signs:** All signs for the mobile home or RV park, including the height, size, location, appearance and illumination of such signs, shall be subject to approval of the planning commission prior to the issuance of any conditional use permit. No signs will be installed without approval of said sign by the planning commission. The applicant shall submit a plan showing the locations of such signs and architectural elevations showing the heights, shapes, size and manner of illumination of the signs. (RMH-1 and RMH-4 districts only.)
 16. **Landscaping:** Exposed ground surfaces in the park shall be covered with stone, screening or other materials or protected with a vegetative growth in a well-kept manner, either of which is capable of preventing soil erosion and eliminating objectionable dust. (RMH-1 and RMH-4 districts only.)
 17. **Plan:** A copy of the final approved plan for the mobile home or RV park shall be conspicuously posted on the site near office, or as designated by the fire department and the license holder shall be responsible for maintenance of the park as per the final approved plan thereafter. (RMH-1 and RMH-4 districts only.)
 18. **Space Numbering:** All spaces shall be numbered, and such number shall be posted in a place clearly visible and conspicuous from the internal street. (RMH-1 and RMH-4 districts only.)
 19. **Electrical:** All mobile home parks shall comply with the national electrical code, article 550, part B. All recreational vehicle parks shall comply with the national electrical code, article 551, part B.
 20. **Public Telephone:** At least one public telephone is required for a mobile home or RV park.
 21. **Dump Stations:** Permitted dump stations in RV parks shall meet all applicable Nevada statutes and regulations and city requirements.
 22. **Fuel Cylinders:** No extra or empty fuel cylinders are allowed to be stored on RV sites. Fuel cylinders being used shall comply with the latest edition of NFPA 58 (standard for the storage and handling of liquefied petroleum gases).
 23. **Other Requirements:** Where this code does not address a particular problem, the use of the latest edition of NFPA 501A (manufactured home installations, sites and communities), 501D (recreational vehicle parks and campgrounds) and 501C (fire safety criteria for recreational vehicles) will be used. Wherever 501A, 501D and 501C and this code differ, the requirements which are more stringent shall apply.
- E. **Additional Requirements For Mobile Home Subdivision Utilizing Small Lots And Homeowners' Associations In RMH-2 Or RMH-3 Residential Mobile Home Districts:** All mobile home subdivisions shall be subject to issuance of a conditional use permit, following review by the planning commission. Applications and procedures shall be in the manner provided by this title. Additionally, such subdivisions shall comply with Nevada Revised Statutes chapter 278, the subdivision and other applicable ordinances and regulations of the city and any health

regulations of the state health department. In addition to all applicable requirements set forth in subsections A through D of this section, all mobile home subdivisions shall be required to conform to the following standards:

1. Development Requirements: Development requirements shall be as follows:

- a. Minimum overall area: Two (2) acres;
- b. Minimum lot area: Four thousand five hundred (4,500) square feet;
- c. Minimum lot width: Forty five feet (45');
- d. Minimum setback from bordering public street line: Fifteen feet (15'), except that garages and carports shall be set back twenty feet (20') from the front lot line;
- e. Minimum setback from internal street: Twelve feet (12'), except that garages and carports shall be set back twenty feet (20') from the front lot line;
- f. Minimum setback from property line: Seven and one-half feet (7½');
- g. Minimum distance between mobile home sides or side and end: Fifteen feet (15'); between ends: Fifteen feet (15');
- h. Expandable sections of a mobile home or attached accessory building shall be considered a part of the mobile home proper for setback requirements.

2. Street System:

- a. All mobile home lots shall be provided with safe and convenient vehicular access from public or private streets. Alignment and gradient of streets shall be properly adapted to topography.
- b. All streets shall be paved and drained in a manner approved by the public works department. Streets shall have a designed structural section based on traffic volumes and soil conditions, but in no event shall the asphaltic pavement be less than two inches (2") in thickness, placed on a base material at least six inches (6") thick and approved by the public works department.
- c. Access to mobile home subdivisions shall be designed to minimize congestion and traffic hazards and provide for safe movement of traffic at the entrance or exits to adjoining streets.
- d. All interior streets shall have a paved section not less than forty feet (40') in width, back of curb to back of curb, and a right of way not less than fifty feet (50').
- e. All streets shall be properly signed and lighted. Lighting system is to be approved by the public works department and shall provide a minimum level of lighting approved by the city engineer.

- f. Adequate provisions for snow removal and snow storage areas shall be provided.
- g. All streets shall have four foot (4') concrete paved sidewalks on both sides of street.

3. General Requirements:

- a. ~~Pavement Of Spaces And~~ Driveways: All vehicle parking spaces and driveways shall be paved.
- b. Covering Of Ground Surfaces: Exposed ground surfaces in all other parts of the mobile home subdivision shall be covered with stone, screening or other material or protected with a vegetative growth in a well-kept manner, either of which is capable of preventing soil erosion and eliminating objectionable dust.
- c. Refuse ~~And~~ Garbage: Storage, collection and disposal of garbage and refuse shall be in conformance to any applicable Nevada statutes and regulations, and regulations of the city and state health departments 1 .
- d. Fuel Supply ~~And~~ Storage: Installation of liquefied petroleum gas or fuel oil containers within a mobile home subdivision shall be in conformance to any applicable Nevada statutes and regulations, and city ordinances, and to the satisfaction of the fire department.
- e. Fire Protection: In every mobile home subdivision there shall be installed, and properly maintained, fire hydrants as required by the fire department.
- f. Fences: Mobile home subdivisions shall be fenced with a screened fence not more than six feet (6') nor less than four feet (4') in height around the entire boundary of the subdivision, subject to waiver in specific cases by the planning commission at its discretion.
- g. Variations: The planning commission, as part of the conditional use permit procedure, may vary the above requirements in its recommendation to the city. (Ord. 771, 3-26-2013)

Notes

- 1. See subsection 3-2-3(L) of this title

Section 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict

Section 6: 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 7: 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 8: This Ordinance shall be effective upon the publication mentioned in Section 7.

PASSED AND ADOPTED this 25th day of May, 2021 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

**Elko City Council
Agenda Action Sheet**

1. Title: **Second reading, public hearing, and possible adoption of Ordinance No. 861, an ordinance amending Title 3, Chapter 2, of the Elko City Code “GENERAL ZONING ORDINANCE” specifically Sections 3-2-4; Establishment of Zoning Districts, 3-2-19; Nonconforming Uses & 3-2-21; Amendments, filed and processed as Zoning Ordinance Amendment No. 1-21, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 25, 2021**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **The Planning Commission held a public hearing on May 4, 2021, and took action to forward a recommendation to Council to adopt an ordinance, which approves the zoning ordinance amendment. City Council held the first reading of Ordinance No. 861, on May 11, 2021, and set the matter for second reading and public hearing. CL**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Ordinance and P.C. Action Report**
9. Recommended Motion: **Conduct second reading, public hearing and adopt Ordinance No. 861**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission, City Attorney**
12. Council Action:
13. Agenda Distribution:



CITY OF ELKO

Planning Department

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

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

CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of May 4, 2021

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on May 4, 2021 under Public Hearing format, in accordance with notification requirements contained in Section 3-2-21(B)(1) of the City Code:

Zoning Ordinance Amendment 1-21, Ordinance No. 861, an amendment to the City Zoning Ordinance, specifically Section 3-2-4; Establishment of Zoning Districts, 3-2-19; Nonconforming Uses & 3-2-21; Amendments, and matters related thereto.

At the April 6, 2021 meeting, Planning Commission took action to initiate an amendment to the City Zoning Ordinance Title 3, Chapter 2, Section 4, Section 19 and Section 21.

NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwarded a recommendation to City Council to adopt an ordinance, which approves Zoning Ordinance Amendment No. 1-21, specifically Sections 3-2-4; Establishment of Zoning Districts, 3-2-19; Nonconforming Uses & 3-2-21; Amendments.


Cathy Laughlin, City Planner

Attest:


Shelby Knopp, Planning Technician

CC: Applicant
Kelly Wooldridge, City Clerk

**CITY OF ELKO
ORDINANCE NO. 861**

**AN ORDINANCE AMENDING TITLE 3 (ZONING REGULATIONS), CHAPTER 2
(GENERAL ZONING ORDINANCE), SECTION 4 (ESTABLISHMENT OF ZONING
DISTRICTS), SECTION 19 (NONCONFORMING USES), AND SECTION 21
(AMENDMENTS)**

WHEREAS, the City of Elko has determined that various sections in Title 3, Chapter 2 (Zoning Regulations) of the City Code require amendment to clarify existing requirements and to implement more practical and efficient procedures relative to changes to zoning district boundaries and zoning regulations;

WHEREAS, the proposed amendments more clearly define the standards for determining whether uses of property are nonconforming and what factors are considered in determining whether uses have been abandoned;

WHEREAS, the proposed amendments add clarity to the process for changing zoning district boundaries, adding more detailed guidance on applications to change zoning district boundaries, and setting forth the approval process before the planning commission and city council in greater detail and more understandable terms;

WHEREAS, the amendments eliminate confusion by separating the process for amending zoning regulations from the process used to change zoning district boundaries;

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 ~~lined through~~ are deleted from the Ordinance.

Section 1: Title 3, Chapter 2, Sections 4, 19, & 21 are hereby added to read as follows:

3-2-4: ESTABLISHMENT OF ZONING DISTRICTS:

The entire City is hereby divided into zoning districts, within which zoning districts all property use shall hereafter conform to the requirements specified in this chapter, and which zoning districts are hereby classified as follows: ~~{Ord. 547, 12-12-2000}~~

A. Types ~~Of~~ of Districts:

1.	Residential districts:	

	RS	Residential Suburban District
	R1	Single-Family Residential District
	R2	Two-Family Residential District
	R3	Multiple-Family Residential District
	R	Single-Family and Multiple-Family Residential District
	RO	Residential Office District
	RB	Residential Business District
	RMH	Mobile Home Park and Mobile Home Subdivision District
2.	Nonresidential districts:	
	PQP	Public, Quasi-Public District
	CC	Convenience Commercial District
	CT	Commercial Transitional District
	PC	Planned Commercial District
	C	General Commercial District
	IBP	Industrial Business Park District
	IC	Industrial Commercial District
	LI	Light Industrial District
	GI	General Industrial District
	RC	Restricted Commercial District
3.	Special districts:	
	AG	General Agriculture District
	FP	Floodplain Overlay District
	SA	Special Area Overlay District
	PUD	Planned Unit Development District

~~(Ord. 547, 12-12-2000; amd. Ord. 819, 8-22-2017)~~

- B. Required Conformity ~~To~~ to District Regulations: Except for nonconforming uses to the extent permitted under Section 3-2-19 or as otherwise provided in this subsection, ~~the~~ regulations set forth in this chapter for each zoning district shall be minimum regulations and shall apply uniformly to each class or kind of structure or land. Unless an appropriate conditional use has

been permitted or a variance has been approved, the following restrictions shall apply in all zoning districts, except as provided in this subsection:

1. No building, structure or land shall hereafter be used or occupied and no building or structure or part thereof shall hereafter be erected, constructed, moved, or structurally altered, unless in conformity with all regulations specified in this subsection, unless excepted, for the district in which it is located.
 2. No building or other structure shall hereafter be erected or altered:
 - a. To exceed the heights required by the current City Airport Master Plan;
 - b. To accommodate or house a greater number of families than as permitted in this chapter;
or
 - c. To occupy a greater percentage of lot area; or
 - d. To have narrower or smaller rear yards, front yards, side yards or other open spaces, than required in this title; or in any other manner contrary to the provisions of this chapter.
 3. No part of a required yard, or other open space, or off street parking or loading space, provided in connection with any building or use, shall be included as part of a yard, open space, or off street parking or loading space similarly required for any other building.
 4. No yard or lot existing on the effective date hereof shall be reduced in dimension or area below the minimum requirements set forth in this title.
- C. ~~Annexation Of Territory To City~~: Proceedings for annexation of territory to the city shall be in accordance with Nevada Revised Statutes sections 268.610 through ~~268.670~~268.671, inclusive. A petition for annexation, in writing, shall be presented to the city council. The city council shall consider said petition and may refer the matter to the planning commission for further consideration. The petitioner shall, prior to the consideration of the petition by the planning commission, pay a filing fee to the city in an amount established by resolution of the city council.
- D. ~~Classification Of Annexed Areas~~: All territory which is annexed to the city after the effective date hereof shall be zoned upon annexation AG general agriculture, unless the planning commission shall recommend and/or the city council shall otherwise designate the zoning district after holding duly advertised public hearings in accordance with section 3-2-21 of this chapter. As part of considering any petition for annexation of territory to the city, a review of conformance with the city master plan, including land use designation, shall be performed by the planning commission, with recommendations forwarded to the city council. If said annexation necessitates substantial amendment to the master plan, the planning commission may adopt such amendment only after holding duly advertised public hearings in accordance with Nevada Revised Statutes section 278.210.
- E. ~~Detachment Of Territory From City~~: Proceedings for detachment of territory from the city shall be in accordance with Nevada Revised Statutes section 268.664. A petition for detachment, in writing, shall be presented to the city council. The city council shall consider said petition and may refer the matter to the planning commission for further consideration. The petitioner shall, prior

to the consideration of the petition by the planning commission, pay a filing fee to the city in an amount established by resolution of the city council and included in the appendix to this code.

- F. ~~Classification~~ **Of Vacated Streets:** Whenever a public street or alley is vacated by official action of the city council, the zoning districts adjoining each side of such street or alley shall automatically be extended to the centerline thereof, and all land area thus vacated shall then and henceforth be subject to all regulations of the extended districts.

G. **Official Zoning District Map:**

1. **Establishment:** The areas and boundaries of zoning districts are hereby established as shown on the official city zoning map which, together with all explanatory matter thereon, is hereby adopted by reference and declared to be a part of this chapter.
2. **Identification:** The official city zoning map shall be entitled "Elko zoning map" and identified by the signature of the mayor, attested by the city clerk, bear the notations that it was adopted on the date this zoning ordinance was passed, and bear the seal of the city. Regardless of the existence of purported copies of the official city zoning map which may, from time to time, be made or published, the official city zoning map, which shall be located in a secure location designated by the city clerk, the office of the city planner, shall be the final authority as to the current zoning status of land areas, buildings, and other structures in the city.
3. **Changes:** If, in accordance with the provisions of this chapter, changes are made in district boundaries or in other matters portrayed on the city zoning map, such changes shall be made on said map promptly after the amendment has been approved and adopted by ordinance ~~resolution of the city council~~. No changes of any nature shall be made in the city zoning map or matter shown thereon, except in conformity with the provisions of this chapter. Any unauthorized change of whatever kind by any person or persons shall be considered a violation of this chapter and punishable as hereinafter provided.
4. **Replacement:** In the event that the city zoning map becomes damaged, destroyed, lost, or difficult to interpret due to the nature or number of changes and additions, the city council may, by ~~resolution~~ ordinance, adopt a new city zoning map which shall supersede the former map. The new city zoning map may correct drafting or other errors or omissions in the former map, but no such correction shall have the effect of amending the original zoning ordinance or any subsequent amendment thereof. The new city zoning map shall be identified by the signature of the mayor attested by the city clerk, and bear the seal of the city under the words:
"This is to certify that this Elko zoning map adopted the (date) supersedes and replaces the Elko zoning map adopted (date of adoption of map being replaced) as part of the zoning ordinance of the city of Elko, Nevada".
5. **Interpretation:** Where, due to scale, lack of detail or illegibility of the city zoning map, there is an uncertainty, contradiction, or conflict as to the intended location of any district boundary shown thereon, the exact location of such boundary shall be determined by the city planner, who, in reaching a determination, shall apply the following standards:

- a. Zoning district boundary lines are intended to follow lot lines, or be parallel or perpendicular thereto, and centerlines of streets, alleys and rights of way, unless otherwise fixed by dimensions shown on the city zoning map.
- b. In subdivided property, or where a zoning district boundary divides a lot, the exact location of such boundary shall be indicated by dimensions shown on the city zoning map.
- c. If, after application of the foregoing rules, uncertainty still exists as to the exact location of a zoning district boundary, the city council shall determine and fix the location of such boundary in accordance with the purpose and intent of this chapter. (Ord. 547, 12-12-2000)

3-2-19: NONCONFORMING USES:

- A. Permitted: ~~Uses~~ A use lawfully existing at the time of adoption of on the effective date of enactment of this chapter or any amendment to this chapter, but which is not in accordance with the provisions and requirements currently contained ~~herein in this chapter~~, shall be known as a nonconforming uses and, if not abandoned, may be allowed to continue; provided, however, that such nonconforming uses may not be extended, enlarged or changed to other nonconforming uses, except by variance or conditional use permit.
- B. Uses Included: A nonconforming use is a property use which existed lawfully ~~at on~~ the effective date of the enactment of ~~the City zoning ordinance~~ this chapter or any amendment to this chapter, but which is no longer in accordance with the provisions and requirements contained in this chapter, and has been continued and not abandoned since ~~that time~~ becoming inconsistent with the requirements of this chapter. Nonconforming uses are not limited to, but may include and consist of the following:

A nonconforming use of property, such as any commercial, industrial or residential use not listed as a principal, permitted use within the existing underlying zoning district; nonconforming structures or buildings such as any building or structure that is noncompliant with area, height or setback requirements of the existing underlying zoning district; and nonconforming development standards, such as noncompliant off street parking, including:

1. Quantity of spaces;
 2. Paving;
 3. Security lighting; and
 4. Landscaping.
- C. Nuisance Declared: It shall be unlawful for any person to continue a nonconforming use of any kind in any zoning district established by this chapter more than one (1) year after its passage when such nonconforming use has been declared to constitute a nuisance or to be detrimental to public health, safety or welfare by a majority vote of the City Council. The City Council shall have written notice served on the person last known to be the owner of the property on which such nonconforming use exists or which constitutes a nonconforming use. The written notice shall order the nonconforming use to be discontinued within one (1) year thereafter. If the owner does

not reside in the City at the time, the notice may be mailed to the person by registered mail at the last known address. This subsection shall not be construed as limiting the right of the City of any person to abate a nuisance under any existing laws or ordinances.

- D. ~~Abandonment~~ ~~Or~~ Discontinuance: A nonconforming use of a building or land which is operationally abandoned or discontinued for a period of twelve (12) consecutive months or more shall be considered abandoned and shall not be resumed. Nonconforming buildings which have been damaged or destroyed by natural calamity may be repaired or reconstructed within one (1) year from the date of damage, ~~provided so long as~~ the repaired building is appropriate ~~to~~for the previous use. In considering whether a use is abandoned, the City may consider one or any combination of the following factors: {Ord. 623, 10-12-2004}
- a. Failure to maintain regular business hours that are typical or normal for the use;
 - b. Failure to maintain equipment, supplies or stock-in-trade that would typically be present in the building or on the land for the active operation of the use;
 - c. Failure to maintain utilities that would typically be required for the active operation of the use;
 - d. Failure to pay taxes, including but not limited to sales tax, workers' compensation taxes or business taxes that would be required for the active operation of the use;
 - e. Failure to maintain required local, state or federal licenses or other approvals, to include business licenses, that would be required for the active operation of the use; and/or
 - f. Other indicia of abandonment, such as the presence of a nuisance.

3-2-21-A: AMENDMENTS TO ZONING DISTRICT BOUNDARIES:

The city council may, ~~from time to time as the public necessity, convenience, general welfare, or good zoning practice requires,~~ change the ~~district~~ boundaries ~~or amend, change, repeal or supplement the regulations herein established~~ of any zoning district by ordinance. ~~Such~~The change ~~or amendment~~ may be initiated by the city council or the planning commission on ~~its~~the own-motion of either body, or by application ~~of~~by one or more owners of real property within the area proposed to be changed.

A. Application for Change of District Boundaries~~To Be Filed:~~

1. ~~An~~ Applications for a change of district boundaries ~~or amendment of regulations shall be filed with the planning department submitted~~ by an owner of real property within the area proposed to be changed. ~~Such application~~ shall be filed with the planning department on a form provided for ~~the~~that purpose. Any such form shall be rejected if not and shall be complete. The application shall contain the following information: a map of the area depicting the area to be changed with a statement of the proposed zone change, as follows: area to be change from "x" to "y"; (LI to R, for example); a plot plan depicting existing conditions that have been surveyed by a properly licensed surveyor, to include: property lines, existing buildings, building setbacks, distances between buildings, parking and loading areas, driveways and other existing construction or improvements on the subject property; a complete legal description of the boundary, including area to the center line of the

- street(s), of the proposed zone change and a statement of the existing and proposed zoning of the property, including a brief summary of the intent of the proposed zone change.
2. If the property to be rezoned is adjacent to a public right-of-way, the proposed zone change must go to the center of the corresponding right-of-way.
- 3.1 Except as provided below, at the time the application is filed, the applicant shall pay
~~Payment of a filing fee in an amount established by a schedule adopted by resolution of the city council and filed in the office of the city clerk.~~
- 4.2 No part of the filing fee shall be returnablerefunded once paid.~~Payment of filing fee shall be waived when the change or amendment is initiated by the city council or the planning commission or when the petitioner is the city, county, state or federal government. (Ord. 477, 12-17-1996)~~
5. Notwithstanding the above, no filing fee shall be required if the applicant is a governmental entity.

B. Planning Commission Stage:~~Planning Commission Public Hearing:~~

1. Notice ~~Of~~ Hearing:
- a. ~~The planning commission~~City Council or, if authorized by the City Council, the planning commission or planning department, shall set a date for a public hearing of the petition by the planning commission on any application to change district boundaries within forty-five (45) calendar days of the date the application is filed. ~~Such hearing shall be held only after a public~~In addition to any applicable notice requirements contained in Chapter 241 of the Nevada Revised Statutes, notice of the time, date and place of ~~such the hearing has been~~shall be published at least once in a newspaper of general circulation in the city at least ten (10) calendar days prior to ~~such the~~ hearing date, ~~and the requirements of Nevada Revised Statutes chapter 241 have been complied with.~~
~~Such~~The notice shall include a legal description and a physical description ~~of, or a map detailing, of~~ the property proposed to be rezoned, and a statement of the existing and proposed zoning of the property, including a brief summary of the ~~intent of the proposed zone change, and a general description of any regulations proposed to be amended.~~
~~(Ord. 535, 12-14-1999)~~
- b. In addition to publication of ~~such the~~ notice of the hearing, a notice shall be sent by mail at least ten (10) calendar days before the hearing to the following:
- (1) The applicant;
- (2) Each property owner, as listed on the county assessor's records, of real property located within three hundred feet (300') of the exterior boundary of the property being considered for the zone change;
- (3) ~~Each property~~The owners, as listed on the county assessor's records, of at least thirty (30) parcels nearest to the exterior boundary of the property being considered for the zone change, ~~to the extent that notification required pursuant to subsection B1a(2) of this section is not duplicated.~~

- (4) Each tenant of a mobile home park if ~~said~~the park is located within three hundred feet (300') of the exterior boundary of the property being considered for the zone change;~~and~~
 - (5) Any advisory board which has been established by the ~~governing body~~city council for the affected area or any area within three hundred feet (300') of the exterior boundary of the property being considered for the zone change.
 2. Hearing Before the Planning Commission: ~~The planning commission shall hold its~~At the public hearing on the application, the planning commission ~~at which it shall review all~~the proposed changes ~~and amendments, to the district boundaries~~ and shall hear ~~all~~ evidence offered by the ~~petitioner~~applicant and ~~parties in interest~~persons having an interest in the change, if any. ~~Such hearing shall be held within forty five (45) calendar days from date of application filing.~~
 3. Planning Commission Action: ~~Within fifteen (15) calendar days a~~After the conclusion of the public hearing on the application but prior to consideration by the city council, the planning commission shall file a written report with the city council ~~that recommending either that~~ the application should be granted as requested, granted subject to ~~specific~~ conditions, or denied. The planning commission's ~~recommendation~~written report shall be transmitted to the city clerk and a copy mailed to the applicant. Failure by the planning commission to file a report with the city council in accordance with this subsection shall be deemed ~~approval by a~~ recommendation by the planning commission to grant the application without conditions.
- C. City Council ~~Stage~~Public Hearing:
 1. Adoption of Zone Change by Ordinance: All changes to zoning district boundaries shall be made by ordinance
 - 2.1. ~~Notice Of Hearing~~First Reading: ~~Subsequent to~~After receipt of the city council receives the planning commission's recommendation on the application, a date shall be set for a first reading of the proposed ordinance to change the zoning district boundaries. ~~public hearing of the matter before the city council. The public hearing shall be conducted in accordance with publication and notification requirements contained in subsection B1 of this section.~~ At the first reading, the city council shall consider the planning commission's recommendation, and shall hear comments from the applicant (if any) and any persons interested in the proposed zone change. The first reading shall comply with Section 2.110(1) of the City Charter. At the first reading, the city council may approve or reject the planning commission's recommendation in whole or in part. The city council may also take any of the following actions:
 - a. Approve the proposed zoning ordinance;
 - b. Place conditions on the proposed zoning ordinance;
 - c. Modify the proposed zoning ordinance; or
 - d. Disapprove the proposed zoning ordinance in its entirety.
 - 3.2. ~~Consideration~~Second Reading: ~~The city council shall at such public hearing on the application, consider the planning commission's recommendation, and hear all evidence offered by the applicant and parties in interest.~~

proceed to a second reading. The second reading shall be a public hearing that satisfies the requirements of NRS 278.260, including notice requirements, and that complies with Section 2.110(2) of the City Charter.

3. Approve Or Deny Petition:

- b.** ~~a.~~ At the conclusion of the ~~public hearing~~second reading, ~~or within fifteen (15) calendar days thereafter,~~ the city council shall either approve the zoning ordinance as approved at the first reading (subject to minor technical or nonsubstantive revisions, or the removal of conditions that have been satisfied) or shall disapprove the zoning ordinance in its entirety. ~~deny the petition. If the city council's decision is to approve an amendment to change zoning district boundaries, without conditions, or subject to conditions agreed to by the petitioner, the amendment shall be adopted by resolution of the city council and shall become effective as provided by law. Such resolution shall contain a description and map of the property approved for zone change and any conditions agreed to by the petitioner.~~
 - ~~b.~~ If the city council's decision is to approve an amendment to change, repeal or supplement regulations contained within the city zoning ordinance, the amendment shall be adopted by passage of an ordinance by the city council, pursuant to sections 2.100 and 2.110 of the city charter.
 - c.** The failure of an applicant for a zoning change to satisfy conditions imposed by the city council in the proposed ordinance adopted at the first reading may be grounds for disapproval at the second reading
 - d.** The city council may enact a zoning ordinance even if the applicant has not satisfied conditions in the proposed zoning ordinance adopted at the first reading. Alternatively, the city council may table the second reading to the next meeting, and to subsequent meetings thereafter, for the purpose of allowing an applicant to satisfy conditions.
 - e.** The city council may rescind approval of any zoning change for any reason permitted by law, to include the failure of an applicant to satisfy conditions bearing a substantial relationship to the future use of the land, so long as no person has acquired a vested right in reliance on the zoning change; provided, any such rescission shall promote the public health, safety, morals or general welfare, and shall encourage the most appropriate use of the land.
4. **Limitation on Reconsideration Of Denied Amendment Application:** In the event that an application ~~for an amendment to change district boundaries~~ is denied by the city council, ~~or is withdrawn after the planning commission hearing, the planning commission or the~~ city council shall not reconsider ~~the an~~ application ~~or any other application for the same amendment of this chapter as it applies to~~ to change the same ~~property described in the original application~~ district boundaries, or any part thereof, within a period of one (1) year from the date of the city council's decision, ~~such denial action. (Ord. 477, 12-17-1996)~~

3-2-21-B: AMENDMENTS TO ZONING REGULATIONS:

The city council may amend Title 3, Chapter 2 of the Elko City Code (hereinafter the "zoning regulations" by ordinance, subject to the provisions of this section. The amendment may be initiated

by the city council or the planning commission on the motion of either body. If the proposed amendment is initiated by the planning commission, the planning commission shall file a written report with the city council containing a description of the proposed amendment and the reasons therefor. If the proposed amendment is initiated by the city council, the proposed amendment shall be presented to the planning commission, which shall then provide a recommendation to the city council. The city council may thereafter amend the zoning regulations by ordinance in accordance with Sections 2.090, 2.100 and 2.110 of the Elko City Charter.

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 _____, 2021 by the following vote of the Elko City Council.

AYES:

NAYS: None

ABSENT: None

ABSTAIN: None

APPROVED this ____ day of _____, 2021.

CITY OF ELKO

BY: _____
REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review of bids received and subsequent public auction for the sale of approximately 2,643 square feet of City owned property located generally northeast of the intersection of Sewell Drive and Sage Street, referred to as APN 001-013-018, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **May 25, 2021**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **15 Minutes**
5. Background Information: **On April 27, 2021, City Council approved Resolution No. 15-21, which set forth the conditions of the public auction for the sale of City owned land. The minimum sale price must be \$12,500.00 payable in cash or cashier's check at close of sale which shall be within sixty (60) days of acceptance by the City Council of the highest bid. A copy of Resolution No. 15-21 has been enclosed in the agenda packet for review. CL**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution No. 15-21, Notice of Adoption of Resolution 15-21, Affidavit of Posting, NRS 268.062**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared by: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Sue Smales
1400 Sewell Drive
Elko, NV 89801
msmales@elkocountynv.net
elkopapatty28@gmail.com**

AFFIDAVIT OF POSTING

STATE OF NEVADA)
)ss:
COUNTY OF ELKO)

Kelly Wooldridge, being first duly sworn, deposes and says:

That she is and was at the time of the posting hereinafter mentioned, a citizen of the United States, over the age of majority, and the duly appointed, qualified and Acting City Clerk of the City of Elko, County of Elko, State of Nevada; that on the **28th day of April, 2021**, Affiant posted at three (3) public bulletin boards in the City of Elko, a full, true and correct copy of the attached Resolution No. 15-21 entitled *Resolution Agreeing with the Appraiser's Value of the Property, Declaring Intention to Sell Land at Public Auction and Setting Date for Auction* and the attached *Notice of Adoption of City of Elko Resolution No. 15-21 and Time and place of City Council Meeting for Land Sale by Public Auction*.

DATED this 28th day of April, 2021.

KELLY WOOLDRIDGE, Elko City Clerk

SIGNED and **SWORN** to before me on this 28th day of April, 2021 by **Kelly Wooldridge**, Elko City Clerk.

NOTARY PUBLIC

NOTICE OF ADOPTION OF CITY OF ELKO
RESOLUTION NO. 15-21 AND TIME AND PLACE OF CITY COUNCIL
MEETING FOR LAND SALE BY PUBLIC AUCTION

Notice is hereby given that the Elko City Council intends to sell at public sale, by a public auction sale in the manner provided in the Elko City Code, Title 8, Chapter 1 as amended or supplemented, at its office in the City Hall on Tuesday, the 25th day of May, 2021, at 5:30 p.m., all the interest of said City in and to the property located in the City of Elko, State of Nevada, more particularly described as follows:

A.P.N. 001-013-018

A parcel of land located in the southeast quarter of the northeast quarter of Section 16, Township 34 North, Range 55 East, MDB&M, described as follows;
Commencing at the intersection of Sewell Drive and Sage Street, as shown on the official map of Elko Heights Subdivision No. 2 Extension, file no. 17144;
Thence, South 89°54'15" East, a distance of 119.44 feet;
Thence, North 0°05'45" West, a distance of 107.98 feet, to corner no. 1, the true Point of Beginning;
Thence, North 48°11'00" West, a distance of 61.45 feet, to corner no. 2;
Thence, North 41°49'00" East, a distance of 50.00 feet, to corner no. 3;
Thence, South 48°11'00" East, a distance of 33.75 feet, more or less to the easterly boundary of said Section 16, to corner no. 4;
Thence, along said easterly boundary of said Section 16, South 0°03'00" West, a distance of 41.59 feet, to corner no. 5;
Thence, South 41°49'00" West, a distance of 18.98 feet, to corner no. 1, the Point of Beginning.

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

The City has adopted Resolution No. 15-21 declaring its intention to sell the property at Public Auction. A copy of the resolution has been posted in the following three public places in Elko County:

1. Elko City Hall
2. Elko County Court House
3. Elko County Library

All bids must be in writing, sealed, addressed to the Elko City Council, and filed with the City Clerk at the City Office no later than 5:30 p.m. on the date of said sale, comply with the terms and conditions of this Notice, and comply with Title 8, Chapter 1 of the Elko City Code as amended or supplemented. The City has caused the property to

be appraised by one appraiser and has held a public hearing on the matter of the fair market value of the real property. The appraised value is \$12,500.00. The minimum price of real property proposed to be sold is \$12,500.00.

At the time and place fixed in the resolution for the meeting of the City Council, all sealed bids which have been received will, in public session, be opened, examined and declared by the City Council. Of the bids submitted which conform to all terms and conditions specified in the resolution and which are made by responsible bidders, the bid which is the highest will be finally accepted, unless a higher oral bid is accepted at the public sale in accordance with NRS 268.062(4) or the City Council rejects all bids in accordance with NRS 268.062(6).

Before accepting any written bid, the City Council shall call for oral bids. If, upon the call for oral bidding, any responsible bidder offers to buy the property upon the terms and conditions specified in the resolution, for a price exceeding by at least five percent (5%) the highest written bid, then the highest oral bid received at the public auction which is made by a responsible person shall be finally accepted.

The final acceptance by the City Council may be made either at the same session or at any adjourned session of the same meeting held within the twenty-one (21) days next following.

The City Council may, either at the same session or at any adjourned session of the same meeting held within the twenty-one (21) days next following, if it deems the action to be for the best public interest, reject any and all bids, either written or oral, and withdraw the property from sale.

The successful bidder, upon acceptance by the City Council, shall pay the title insurance premium, recording fees, transfer tax, legal publication fees, the appraisal fee in the amount of ONE THOUSAND, FIVE HUNDRED DOLLARS (\$1,500.00), and all attorney fees for the preparation of the documents and other services related to this sale.

The City is selling all its interest in and to the parcel of land described for sale subject to the above-described conditions, exceptions and reservations, but makes no guarantee of title or of the accuracy of the description of said lands. If the buyer desires a title insurance policy, it shall be at the instance and expense of such buyer.

Completion of the sale by the City is expressly conditioned upon full performance by the buyer within sixty (60) calendar days after the acceptance of the bid, including full payment of the purchase price and all costs and expenses in cash or by cashier's check. If the successful bidder fails or neglects to complete the purchase of the property, to include the payment of all costs and expenses, within sixty (60) calendar days after the acceptance of the offer, the sale will be considered cancelled.

The City Council may, in its discretion, take into consideration, in addition to the

amount offered, that the highest bid must be made by a responsible person.

The City Council reserves the right to waive technical or minor variations, omissions or irregularities.

DATED this 28th day of April 2021.

KELLY WOOLDRIDGE, City Clerk

Publish: Elko Daily Free Press – May 7th, 14th, and 21st, 2021

CITY OF ELKO
Resolution No. 15-21

**RESOLUTION AGREEING WITH THE APPRAISER'S
VALUE OF THE PROPERTY, DECLARING
INTENTION TO SELL LAND AT PUBLIC AUCTION
AND SETTING DATE FOR AUCTION**

WHEREAS, the City Council has determined to proceed with the process of selling approximately 2,643 square feet of City-owned land located approximately 170' northeast of the intersection of Sewell Drive and Sage Street, in the City of Elko, Elko County, Nevada (hereinafter the "Property") through the public auction process, as set forth in Elko City Code Title 8, Chapter 1.

WHEREAS, the property is legally described as:

A.P.N. 001-013-018

A parcel of land located in the southeast quarter of the northeast quarter of Section 16, Township 34 North, Range 55 East, MDB&M, described as follows;
Commencing at the intersection of Sewell Drive and Sage Street, as shown on the official map of Elko Heights Subdivision No. 2 Extension, file no. 17144;
Thence, South 89°54'15" East, a distance of 119.44 feet;
Thence, North 0°05'45" West, a distance of 107.98 feet, to corner no. 1, the true Point of Beginning;
Thence, North 48°11'00" West, a distance of 61.45 feet, to corner no. 2;
Thence, North 41°49'00" East, a distance of 50.00 feet, to corner no. 3;
Thence, South 48°11'00" East, a distance of 33.75 feet, more or less to the easterly boundary of said Section 16, to corner no. 4;
Thence, along said easterly boundary of said Section 16, South 0°03'00" West, a distance of 41.59 feet, to corner no. 5;
Thence, South 41°49'00" West, a distance of 18.98 feet, to corner no. 1, the Point of Beginning.

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

WHEREAS, the City has obtained one (1) appraisal of the property as follows:

An appraisal by CBRE, Inc. with an appraised value of \$12,500.00 as of April 1, 2021.

WHEREAS, the City Council held a public hearing on April 27, 2021 regarding the fair market value of the property and affirmed that the appraised value established by CBRE, Inc. of \$12,500.00 is the fair market value.

WHEREAS, the City cannot sell the property for less than the appraised value.

WHEREAS, the minimum price must be \$12,500.00, payable in cash or cashier's check at close of sale, which shall be within sixty (60) days of acceptance by the City Council of the highest bid.

NOW, THEREFORE, upon motion duly made by Councilman -- and seconded by Councilwoman --,

IT IS RESOLVED AND ORDERED THAT:

1. It is in the best interest of the City that the City-owned real property consisting of a 2,643 square foot parcel of City owned land located approximately 170' northeast of the intersection of Sewell Drive and Sage Street, in the City of Elko, Elko County, Nevada and more particularly described as set forth above, shall be placed for public auction sale at the regularly held City Council Meeting on the 25th day of May, 2021 at 5:30 o'clock p.m. at the Elko City Hall, 1751 College Avenue, Elko, Nevada.

2. The minimum price must be \$12,500.00 payable in cash or cashier's check at close of sale which shall be within sixty (60) days of acceptance by the City Council of the highest bid. In addition, the successful bidder, upon acceptance by the City Council, shall pay the title insurance premium, recording fees, transfer tax, legal publication fees, the appraisal fee in the amount of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00), and all attorney fees for the preparation of the documents and other services of related to this sale.

3. All bids must be in writing, sealed, addressed to the Elko City Council, and filed with the City Clerk at the City Office no later than 5:30 p.m. on the date of said sale, comply with the terms and conditions of this Resolution, and comply with Title 8, Chapter 1 of the Elko City Code, as amended or supplemented

4. At the time and place fixed in this Resolution for the meeting of the City Council, all sealed bids which have been received will, in public session, be opened, examined and declared by the City Council. Of the proposals bids submitted which conform to all terms and conditions specified in the resolution and which are made by responsible bidders, the bid which is the highest will be finally accepted, unless a higher oral bid is accepted at the public sale in accordance with NRS 268.062(4) or the City Council rejects all bids in accordance with NRS 268.062(6).

5. Before accepting any written bid, the City Council shall call for oral bids. If, upon the call for oral bidding, any responsible person offers to buy the property upon the terms and conditions specified in this Resolution, for a price exceeding by at least five percent (5%) the highest written bid, then the highest oral bid received at the public auction which is made by a responsible person must shall be finally accepted.

6. The final acceptance by the City Council may be made either at the same session or at any adjourned session of the same meeting held within the twenty-one (21) days next following.

7. The City Council may, either at the same session or at any adjourned session of the same meeting held within the twenty-one (21) days next following, if it deems the action to be for the best public interest, reject any and all bids, either written or oral, and withdraw the property from sale.

8. The City is selling all its interest in and to the parcel of land described for sale subject to the above-described conditions, exceptions and reservations, but makes no guarantee of title or of the accuracy of the description of said lands. If the buyer desires a title insurance policy, it shall be at the instance and expense of such buyer.

9. Completion of the sale by the City is expressly conditioned upon full performance by the buyer within sixty (60) calendar days after the acceptance of the bid, including full payment of the purchase price and all costs and expenses in cash or by cashier's check. If the successful buyer bidder fails or neglects to complete the purchase of the property, to include the payment of all costs and expenses, within sixty (60) calendar days after the acceptance of the offer, the sale will be considered cancelled.

10. The City Council may, in its discretion, take into consideration, in addition to the amount offered, that the highest bid must be made by a responsible person.

11. The City Council reserves the right to waive technical or minor variations, omissions or irregularities.

12. **IT IS FURTHER RESOLVED THAT** upon adoption of this Resolution by the City Council, it shall be signed by the Mayor and attested by the City Clerk and shall be in full force and effect after its adoption.

PASSES AND ADOPTED this 27th day of April 2021.

END OF RESOLUTION AND ORDER.

DATED this 27th day of April 2021.

CITY OF ELKO

ATTEST:

By: _____
REECE KEENER, Mayor

KELLY WOOLDRIDGE, City Clerk

VOTE:

AYES:

NAYES: **None**

ABSENT: **None**

ABSTAIN: **None**

NRS 268.062 Sale or lease of certain real property at auction: Resolution declaring intention to sell or lease property; requirements; notice; procedure; deposit to cover certain costs; effect of sale or lease in violation of section.

1. Except as otherwise provided in this section and [NRS 268.048](#) to [268.058](#), inclusive, [268.063](#), [268.064](#), [278.479](#) to [278.4965](#), inclusive, and subsection 4 of [NRS 496.080](#), except as otherwise required by federal law, except as otherwise required pursuant to a cooperative agreement entered into pursuant to [NRS 277.050](#) or [277.053](#) or an interlocal agreement in existence on October 1, 2004, except if the governing body is entering into a joint development agreement for real property owned by the city to which the governing body is a party, except for a lease of residential property with a term of 1 year or less, except for the sale or lease of real property to a public utility, as defined in [NRS 704.020](#), to be used for a public purpose and except for the sale or lease of real property larger than 1 acre which is approved by the voters at a primary or general election, the governing body shall, in open meeting by a majority vote of the members and before ordering the sale or lease at auction of any real property, adopt a resolution declaring its intention to sell or lease the real property at auction. The resolution must:

- (a) Describe the real property proposed to be sold or leased in such a manner as to identify it;
- (b) Specify the minimum price and the terms upon which the real property will be sold or leased; and
- (c) Fix a time, not less than 3 weeks thereafter, for the auction to be held:

(1) At a public meeting of the governing body at its regular place of meeting, at which sealed bids will be received and considered; or

(2) On an Internet website or other electronic medium.

- (d) If the auction is to be held on an Internet website or other electronic medium, specify:

- (1) The Internet website or other electronic medium;
- (2) The manner in which electronic bids will be accepted; and
- (3) The period during which bids will be accepted.

2. Notice of the adoption of the resolution and of the time, place and manner of holding the auction must be given by:

- (a) Posting copies of the resolution in three public places in the county not less than 15 days before the date of the meeting; and

(b) Causing to be published at least once a week for 3 successive weeks before the auction, in a newspaper qualified under [chapter 238](#) of NRS that is published in the county in which the real property is located, a notice setting forth in bold face type:

- (1) A description of the real property proposed to be sold or leased at auction in such a manner as to identify it;
- (2) The minimum price of the real property proposed to be sold or leased at auction; and

(3) The places at which the resolution described in subsection 1 has been posted pursuant to paragraph (a), and any other places at which copies of that resolution may be obtained.

↳ If no qualified newspaper is published within the county in which the real property is located, the required notice must be published in some qualified newspaper printed in the State of Nevada and having a general circulation within that county.

3. If the auction is held at a meeting of the governing body:

(a) At the time and place fixed in the resolution for the meeting of the governing body, all sealed bids which have been received must, in public session, be opened, examined and declared by the governing body. Of the proposals submitted which conform to all terms and conditions specified in the resolution of intention to sell or lease and which are made by responsible bidders, the bid which is the highest must be finally accepted, unless a higher oral bid is accepted or the governing body rejects all bids.

(b) Before accepting any written bid, the governing body shall call for oral bids. If, upon the call for oral bidding, any responsible person offers to buy or lease the real property upon the terms and conditions specified in the resolution, for a price exceeding by at least 5 percent the highest written bid, then the highest oral bid which is made by a responsible person must be finally accepted.

(c) The governing body may, either at the same session or at any adjourned session of the same meeting held within the next 21 days:

- (1) Make a final acceptance of the highest bid; or

(2) Reject any and all bids, either written or oral, and withdraw the real property from sale if the governing body deems such action to be for the best public interest.

4. If the auction is held on an Internet website or other electronic medium:

(a) At the time and place fixed in the resolution for holding the auction, any person may submit a bid in the manner and on the Internet website or other electronic medium specified in the resolution. Bidding must remain open for the period of time specified in the resolution.

(b) The city and employees of the city are not liable for the failure of a computer, laptop or tablet computer, smartphone or any other electronic medium or device, including, without limitation, hardware, software or application, computer network or Internet website, which prevents a person from participating in an auction.

(c) The governing body shall, at the next regularly scheduled meeting of the governing body after bidding has closed:

- (1) Make a final acceptance of the highest bid; or

(2) If the governing body deems the action to be for the best public interest, reject any and all bids and withdraw the real property from sale or lease.

5. Any resolution of acceptance of any bid made by the governing body must authorize and direct the chair of the governing body to execute a deed or lease and to deliver it upon performance and compliance by the purchaser or lessor with all the terms or conditions of the contract which are to be performed concurrently therewith.

6. The governing body may require any person requesting that real property be sold pursuant to the provisions of this section to deposit a sufficient amount of money to pay the costs to be incurred by the governing body in acting upon the application, including the costs of publication and the expenses of appraisal. This deposit must be refunded whenever the person making the deposit is not the successful bidder. The costs of acting upon the application, including the costs of publication and the expenses of appraisal and any related costs, must be borne by the successful bidder.

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

- (a) The sale or lease is void; and

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

(Added to NRS by [2005, 1465](#); A [2005, 2679](#), [2680](#); [2007, 568](#), [2011, 2835](#); [2011, 482](#); [2019, 1040](#))