



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, June 9, 2020
Elko Convention Center, Turquoise Room, 700 Moren Way, Elko, Nevada, at 4:00 P.M., P.D.T.

Attached with this notice is the agenda for said meeting of the Council.

In accordance with NRS 241.020, the public notice and agenda was posted on the City of Elko

Website, <http://www.elkocity.com>, the State of Nevada's Public Notice Website,

<https://notice.nv.gov> in the following locations:

ELKO CITY HALL
1751 College Avenue, Elko, Nevada 89801
Date & Time Posted: Thursday, June 4, 2020 at 8:30 a.m.

Posted by: Kim Wilkinson Administrative Assistant *Kim Wilkinson*

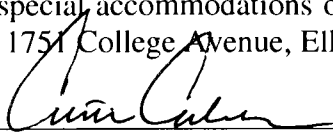
The public may contact Kim Wilkinson by phone at (775)777-7110 or email at kwilkinson@elkocitynv.gov to request supporting material for the meeting described herein. The agenda and supporting material is available at Elko City Hall, 1751 College Avenue, Elko, Nevada or on the City website at <http://www.elkocity.com>

Public Comment and questions can also be received by calling (775)777-0590.

Dated this 4th day of June, 2020

NOTICE TO PERSONS WITH DISABILITIES

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


Curtis Calder, City Manager
Elko, Nevada

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.D.T., TUESDAY, JUNE 9, 2020
ELKO CONVENTION CENTER, TURQUOISE ROOM, 700 MOREN WAY, ELKO, NV

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.

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. Comments may be made by calling (775) 777-0590. **ACTION WILL NOT BE TAKEN**

APPROVAL OF MINUTES: **May 26, 2020** **Regular Session**

I. PRESENTATIONS

- A. Reading of a proclamation by the Mayor in recognition of the month of June 2020 as “Men’s Health Month,” and matters related thereto. **INFORMATION ONLY–NON ACTION ITEM**
- B. Presentation of a Retirement Plaque to Police Patrol IV, Christopher Gevock, and matters related thereto. **INFORMATION ONLY–NON ACTION ITEM**
- C. Brief presentation and possible acceptance of a renewal proposal from Nevada Public Agency Insurance Pool (POOL), and approval of invoice for payment from FY 2020/2021 Funds in the amount of \$515,203.97, and matters related thereto. **FOR POSSIBLE ACTION**

As a member of the Insurance Pool, the City of Elko owns a share of the equity that forms the basis for its financial strength.

Your agenda packet includes an overview of coverage offered for the following Fiscal Year. The City of Elko’s total program costs for FY 2020/2021 are \$515,203.97, representing a 10.8% increase over FY 2019/2020. CC

II. PERSONNEL

- A. Review, consideration, and possible approval of a Letter of Understanding between the City of Elko, and the Elko Police Officers Protective Nevada Association of Public Safety Officer Communications Workers of America AFL-CIO Local 9110, Sergeants Unit, July 1, 2020 – June 30, 2021, and matters related thereto. **FOR POSSIBLE ACTION**

The Elko Police Officers Protective Nevada Association of Public Safety Officer Communications Workers of America, AFL-CIO, Local 9110 Sergeants Unit, has agreed to the City of Elko request to receive no Cost of Living Adjustment (COLA) for FY 2020-2021. The purpose of this letter of understanding is to outline the revisions to the current Collective Bargaining Agreement (CBA) due to the COVID-19 financial emergency. SS

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

- B. Review, consideration, and possible approval of a City of Elko Finance Department reorganization, effective July 1, 2020, and matters related thereto. **FOR POSSIBLE ACTION**

Since the abrupt change in Finance Department personnel in February 2019, Candi Quilici, Accounting Supervisor, has been working outside of her current job description. During this period, she has developed additional knowledge, skills, and abilities. Ms. Quilici is currently receiving a 6% out-of-class adjustment for working outside of her job description as the Acting Accounting Manager. Promoting Ms. Quilici to the position of Accounting Manager simply aligns her current job duties with the proper job classification. If approved, there will be no fiscal impact to the City of Elko, as the 6% out-of-class adjustment will be discontinued. A memo has been included in the agenda packet for review. JB

- C. Review, consideration, and possible approval of a City of Elko Information Systems (IS) Department reorganization, effective July 1, 2020, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko IS Department has been actively recruiting for an IS Department Manager Since August 2019. As a result of two unsuccessful recruitments, the City of Elko has been contracting Information Technology (IT) Services with Oasis Online on a month-to-month basis. As part of the proposed reorganization, Staff recommends entering into a one-year contract with Oasis Online while realigning current City IS Department duties, flattening the departmental hierarchy. If approved, there will be approximately \$50,000 in annual savings. A memo has been included in the agenda packet for review. JB

- D. Review, consideration, and possible approval of a revised Computer Information Systems Coordinator job description, effective July 1, 2020, and matters related thereto. **FOR POSSIBLE ACTION**

As part of the Information Systems Department Reorganization, the Computer Information Systems Coordinator Job Description has been revised to reflect anticipated duties after departmental reorganization. The proposed job description allows the flattening out of the current IS Department structure and aligns skills with the appropriate job description. The fiscal impact will be determined after negotiations are complete with the Operating Engineers, Local 3. JB

III. APPROPRIATIONS

- A. Review and possible approval of Warrants, and matters related thereto. **FOR**
- B. Review and possible approval of Great Basin Engineering Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review, consideration, and possible direction to Staff to solicit bids for Ruby View Golf Course Reuse Irrigation Pond Lining Project, and matters related thereto. **FOR POSSIBLE ACTION**

During the fall of 2019, Golf Course Staff observed Pond #1 was leaking water. It was determined by Water Department Staff, the pond was leaking at a rate of 107,000 gallons per day. The construction phase of the project will be to line Golf Course Reuse Irrigation Pond 1 and Pond 2, at the same time with 60 mil HDPE liner. The project was approved by NDEP on May 22, 2020, and is ready to go to bid. We anticipate construction starting early September. DJ

- D. Review, discussion, and possible approval for the Fire Department to begin the purchasing portable radios, programming software, and accessories for the Fire Department and Police Department in the amount of \$321,764.70, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko Fire and Police Department's would like the approval to purchase 100 portable radios, programming software and accessories. The new radios will be purchased from Sierra Electronics, at the price of \$321,764.70. The benefits to the new radios is that it replaces outdated and past shelf life radios. In addition, it will enhance the interoperability between the two agencies and allow them to communicate on emergency scenes, which is a function only a select few radios have. JS

- E. Review, consideration, and possible authorization for Staff to solicit bids for the Elko City Swimming Pool Re-Roofing Project, and matters related thereto. **FOR POSSIBLE ACTION**

The Re-Roofing Project for the Elko City Pool is ready to go out to bid as the design, engineering, and bid documents have all been completed. Construction will begin in the late summer of 2020, and be completed in the fall of 2020. JW

IV. NEW BUSINESS

- A. Review, consideration, and possible acceptance of a Deed of Dedication from the City of Elko to the City of Elko for a permanent non-exclusive Right of Way, and matters related thereto. **FOR POSSIBLE ACTION**

TG Sheppard 1995 Family Limited Trust deeded the parcel referenced in Exhibit B as APN 001-710-074 and Franzoia Anacabe Family Limited Partnership deeded the parcel referenced in Exhibit B as APN 001-710-075 to the City of Elko. City Council approved a corrective deed from the property owners at their February 11, 2020 meeting and they were recorded with the Elko County Recorder on March 17, 2020. The deed of dedication will dedicate the parcel as Right of Way for the extension of W. Front Street and Motz Lane. CL

- B. Review, consideration, and possible action to approve and provide for the recordation of a boundary line adjustment between the City of Elko, and Franzoia Anacabe Family Limited Partnership, and matters related thereto. **FOR POSSIBLE ACTION**

A previous deed for this conveyance was recorded February 13, 1996 in book 926 page 459. At that time, no map was filed in support of the boundary line adjustment as required by Nevada Revised Statutes. This BLA is the final step in correcting and or clarifying the intent of the parties involved in the original conveyance. CL

- C. Review, consideration, and possible approval of Revocable Permit No. 2-20, filed by Scott and Leslie Rangel, to occupy one foot of the alley Right-of-Way adjacent to their parcel located at 902 Court Street to accommodate required off-street parking, and matters related thereto. **FOR POSSIBLE ACTION**

The applicant is repurposing the existing building at 902 Court Street to be a professional office space. The property has been vacant for more than 12 months and therefore lost all legal non-conforming status. Off street parking is required and due to the location of the existing ramp and structure, the 20' deep parking stall encroaches into the public alley Right-of-Way by one foot. CL

- D. Review and possible approval of the Enterprise Fleet Management Master Equity Lease Agreement between the City of Elko and Enterprise FM Trust, including Addendums and Open-End (Equity) Lease Quotes for six (6) vehicles, and matters related thereto. **FOR POSSIBLE ACTION**

During the FY 2020/2021 Budget Process, the City Council approved moving forward with the lease of six (6) vehicles: 3 Ford Explorer Interceptors, 1 Chevrolet Tahoe, and 2 half-ton 4x4 crew cab pickup trucks. Upon approval of the Master

Equity Lease Agreement and Addendums, Enterprise Fleet Management can order the vehicles. No money is due until the vehicles are delivered. CC

V. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Review, consideration, and possible action regarding a request from the owner of three brothels, Mona's Ranch, Inez's D&D Bar, and Sue's Fantasy Club, for emergency relief from brothel license fees due June 30, 2020 for the period from July 1, 2020 through December 31, 2020, and matters related thereto. **FOR POSSIBLE ACTION**

The owner of three brothels, Mona's Ranch, Inez's D&D Bar and Sue's Fantasy Club, has requested emergency relief from brothel license fees required by City Code Section 4-9-12. Section D of that Code Section permits a licensee to pay one-half of the fee required for the year for a license that becomes effective after June 30. The fees due by June 30, 2020 for these three brothels would be \$3,250.00, absent emergency relief from the City Council.

Section 27 of Governor's Directive 021, signed May 28, states that brothels must remain closed during Phase Two of the reopening plan. Directive 021 will remain in effect through June 30, unless terminated or extended by the Governor.

Pursuant to Sections 2.060 and 2.110 of the Elko City Charter, the City Council is authorized, by unanimous consent, to take final action to immediately enact ordinances in cases of emergency, subject to the provisions of Chapter 241 of NRS. Accordingly, the City Council has the authority to provide temporary emergency relief to specific classes of businesses adversely affected by the COVID-19 pandemic, to include providing relief from fees that would otherwise be due under the Code. KW

- B. Review, consideration, and possible action on a request for a Liquor License Fee Waiver from The Stage Door Elko, LLC, and matters related thereto. **FOR POSSIBLE ACTION**

The Stage Door Elko operates a facility that provides live entertainment, such as theatrical events, together with a bar. Pursuant to the Liquor Control Code, The Stage Door Elko is required to pay its Liquor License Fee for the third quarter by June 30. The Stage Door Elko already paid its liquor license fee for the second quarter; however, due to COVID-19 restrictions, The Stage Door Elko has been unable to operate for several months. The Stage Door Elko requests that its Liquor License Fee for the third quarter be waived.

The City Code does not contain a provision permitting a waiver of this fee, even if the licensee has not been allowed to operate. Without such a provision in the City Code, the City Council does not have the legal authority to grant the requested waiver. However, the City Council does have the discretion to enact an ordinance permitting Liquor License Fee Waivers under certain circumstances, or to enact an emergency ordinance waiving Liquor License Fees for businesses that have been

forced to close due to the pandemic. Were the Council to direct one of these actions, the item would have to be placed on a future agenda. KW

VI. 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

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

ADJOURNMENT

Respectfully Submitted,



Curtis Calder
City Manager

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

SS May 26, 2020

The City Council of the City of Elko, State of Nevada met for a special meeting beginning at 4:00 p.m., Tuesday, May 26, 2020. Due to the COVID-19 pandemic the meeting was held 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 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

Mayor Present: Reece Keener

Council Present: Councilwoman Mandy Simons
 Councilman Robert Schmidlein
 Councilman Chip Stone
 Councilman Bill Hance *arrived at 4:42pm*

City Staff Present: Curtis Calder, City Manager
 Scott Wilkinson, Assistant City Manager
 Dale Johnson, Utilities Director
 Kelly Wooldridge, City Clerk
 Candi Quilici, Accounting Manager
 Jan Baum, Financial Services Director
 Dennis Strickland, Public Works Director
 Bob Thibault, Civil Engineer
 Cathy Laughlin, City Planner
 Jim Foster, Airport Manager
 Michele Rambo, Development Manager
 Matt Griego, Fire Chief
 Dave Stanton, City Attorney
 Ty Trouten, Police Chief
 Diann Byington, Recording Secretary

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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GoToMeeting.com, or by calling (775) 777-0590, or email comments to: cityclerk@elkocitynv.gov. **ACTION WILL NOT BE TAKEN**

There were no public comments.

APPROVAL OF MINUTES: May 12, 2020 Regular Session

The minutes were approved by general consent.

I. PRESENTATIONS

- A. Review and possible approval of the Fiscal Year 2020/2021 Final Tentative Budget, inclusive of all funds, and matters related thereto. **FOR POSSIBLE ACTION**

Staff will provide a revised budget presentation and will be requesting approval of the 2020/2021 Final Tentative Budget approval and submittal. JB

Jan Baum, Financial Services Director, and Curtis Calder, City Manager, gave a presentation (Exhibit "A"). Special emphasis was made on the changes to the budget since the tentative budget and vehicle leases.

Phan Kaffka, Enterprise, explained the vehicle lease program. At the end of the lease, they will sell the vehicles for the City and the City will get money back. The more they sell the vehicles for, the more equity the City gets back.

Mayor Keener liked the lease program and thought it was a good idea.

Ms. Baum continued with the presentation. She said the State has notified her that the tentative budget has been reviewed by the State and is compliant with all regulations.

**** A motion was made by Councilwoman Simons, seconded by Councilman Schmidlein, to approve the fiscal year 2020/2021 Final Budget and direct staff to make modifications to the budget to include the leased vehicles and to bring back a Lease Agreement at the next meeting.**

The motion passed unanimously. (5-0)

II. CONSENT AGENDA

- A. Review and possible approval of a conceptual "Shop Local" advertising campaign, with an initial phase beginning in early June 2020, and matters related thereto. **FOR POSSIBLE ACTION**

Due to projected reductions in Consolidated Sales Tax revenue, the City of Elko wants to remind citizens of the importance of shopping locally, especially during economically challenging times. Elko County has indicated a willingness to contribute to the campaign.

The initial phase of the “Shop Local” advertising campaign includes a robust marketing effort utilizing various local media sources, with the goal of reducing retail leakage and stimulating the local economy. The City of Elko has identified \$30,000 in the current Fiscal Year Budget and Elko County has identified \$10,000 in the current Fiscal Year Budget, for a total of \$40,000 for the campaign.

Although conceptual, the proposed “Shop Local” advertising campaign is an important step in our local economic recovery. Approval of this particular campaign does not preclude other organizations and/or businesses from participating in this, or similar campaigns. CC

**** A motion was made by Councilwoman Simons, seconded by Councilman Schmidtlein, to approve the consent agenda.**

The motion passed unanimously. (5-0)

III. PERSONNEL

- A. Review, consideration, and possible approval of an Agreement between the City of Elko, and the Elko Fire Fighters Association Local 2423 of the International Association of Fire Fighters, July 1, 2020 – June 30, 2021, and matters related thereto. **FOR POSSIBLE ACTION**

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

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

Susie Shurtz, Human Resources Manager, explained the Fire Department agreed to forego COLA increases for this contract.

Mayor Keener asked about Article 29, Trading Time and what that means.

Ms. Shurtz answered it is clarification language that, according to FSLA, that is how it has to be paid out. Over the years there were questions about it so they reworded it to make it clear. Nothing changed the time-keeping side of it.

**** A motion was made by Councilman Schmidtlein, seconded by Councilman Stone, to approve an agreement between the City of Elko and the Elko Fire Fighters Association Local 2423 of the International Association of Fire Fighters, for July 1, 2020 through June 30, 2021.**

The motion passed. (4-0 Councilwoman Simons had technical difficulties.)

IV. APPROPRIATIONS

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

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

The motion passed. (4-0 Councilwoman Simons had technical difficulties.)

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

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

The motion passed. (3-0 Councilwoman Simons had technical difficulties and Mayor Keener abstained.)

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

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

The motion passed. (3-0 Councilwoman Simons had technical difficulties and Councilman Schmidtlein abstained.)

Councilman Schmidtlein advised everyone that Councilwoman Simons' computer crashed and she was in the process of getting back online with another computer.

- D. Review, consideration, and possible award of the Public Works Department Preventive Maintenance Project 2020, to apply Micro Slurry Seal to select City Streets, and matters related thereto. **FOR POSSIBLE ACTION**

At the April 14, 2020 Council meeting, Staff was authorized to solicit bids for the Preventive Maintenance Project 2020. Bids were received until 3:00 p.m., on May 21, 2020. DS

Dennis Strickland, Public Works Director, explained there were three bids. Sierra Nevada was the low bidder. He reminded Council that \$250,000 of this project is in lieu of the County's Infrastructure Tax, and wanted to thank the County Commission for the additional funding so we can work on our roads.

Councilwoman Simons stated that she shows up as Jan Baum on the screen now but she was back online. She will not vote on this item because she did not hear the discussion.

**** A motion was made by Councilman Schmidlein, seconded by Councilman Stone, to award the bid to Sierra Nevada for the Public Works Department Street Maintenance Project 2020, in the amount of \$514,007.**

The motion passed. (4-0 Councilwoman Simons abstained.)

VI. REPORTS

A. Mayor and City Council

Mayor Keener reported he was just advised by the City Clerk that the Governor has canceled his press conference this evening as he has been exposed to COVID-19. We can look forward to an announcement tomorrow. We had a very quiet opening at Kohl's Department Store. We have the Nevada National Guard in town for a drive-thru COVID testing program at the Convention Center. Everyone is invited to join in. He continues to do videos with Delmo Andreozzi promoting doing business locally. Local businesses need our help as much as possible. There was an Elko County Recreation Board Meeting this morning and they finished their budget, with significantly pared back budgeting.

Councilman Stone reported the ECVA had a meeting earlier in the day and they will be experiencing lots of cuts to their budget. There is a lot of deductions they are hoping they can recover. They are working on some unique and creative ideas to utilize the facility.

B. City Manager – Update on City staffing & potential reopening plans.

Curtis Calder reported in one of the directives said local governments cannot open to the public until no earlier than June 1st. We have been using that as our target but we may have some facilities open on an appointment basis. We have been able to provide the level of service that customers and citizens need to get the job done. City Hall has some physical barriers up in anticipation of a more normal operating procedure. We have about 95% of our employees back at work. There is still a significant portion of the Recreation staff still out because some facilities and programs have not reopened. We are ready to open up more of our facilities as soon as we get more guidance from the Governor's Office.

C. Assistant City Manager

Mayor Keener asked Scott Wilkinson to give an update on Union Pacific.

Scott Wilkinson stated they have been working on a couple of things with the Railroad. One of them being the sound wall when UP had a culvert repair under their well bed. The sound wall was left in disrepair after the repair was completed. Union Pacific has turned the issue over to their Public Relations Department. The VFW Drive easement has resulted in a value. He is hoping for the draft later this week. They are in agreement to pay half the appraisal costs for the right-of-way purchase and they are having their law department finalize the purchase agreement. Things are moving forward.

D. Utilities Director

Mayor Keener asked if the clarifier relining project was going on.

Dale Johnson answered they received the contracts last week and the Mayor was supposed to sign them.

E. Public Works

Dennis Strickland reported they are slated to do a major repair on 5th Street on Friday. The crews have been very busy doing patchwork. It will be a busy summer for the Public Works Department.

Mayor Keener asked how things are going at the Landfill. He has heard stories of increases in trash.

Mr. Strickland said according to Elko Sanitation, the residential stuff has gone up but the commercial stuff has gone down. The scales at the gate have been crushing records lately. It has been busy at the Landfill and they are a little short staffed.

F. Airport Manager

Jim Foster reported next week they will start the second part of their slurry seal project. It is part of the AIP50 from last year. There will be no impact to the commercial airline. There has been a slight uptick in numbers. They have been working diligently on their social distancing markings.

G. City Attorney

H. Fire Chief

Deputy Fire Chief, Jack Snyder, reported Brush 3 went into service last week, just in time for fire season. During the EOC meeting earlier today, they announced they will accommodate some walk-in people at the drive-thru COVID testing at the Convention Center.

I. Police Chief

Chief Trouten reported the two rookies graduated POST last week and both took two awards each from POST. He is happy to have them back. He will be sending out a conditional offer to an applicant soon.

J. City Clerk

K. City Planner

Cathy Laughlin reported Planning Commission held their May meeting and will have their June meeting next Tuesday.

L. Development Manager

M. Financial Services Director

N. Parks and Recreation Director

James Wiley reported the grazing project is underway along the HARP Trail. Grass was planted about three weeks ago at the Sports Complex. He will have an item on the next agenda for the Swimming Pool Re-Roof Project.

O. Civil Engineer

P. Building Official

Mayor Keener wanted to thank Mason and Mandy Simons for their parade donation. Each of the Council members contributed to it, along with David Stanton and Chris Johnson. It was his understanding that the Simons picked up the remainder of the Parade Fee.

Councilwoman Simons said they didn't really contribute more than anyone else. She got a call from the Ellisons who also made a donation for the parade.

V. 5:30 P.M. PUBLIC HEARINGS

- A. Second reading, public hearing, and possible adoption of Ordinance No. 853, an ordinance amending title 5, Chapter 3, Section 1, of the Elko City Code entitled “Definitions for Animals and Fowl”, and matters related thereto. **FOR POSSIBLE ACTION**

On April 28, 2020, the City Council initiated this ordinance at the request of a City of Elko resident to increase the number of laying hens allowed at private residences, for noncommercial use from two to four. Council approved first reading, and set it for public hearing on May 12, 2020. KW

Kelly Wooldridge, City Clerk, explained this is a simple change. She had not had any public comment on this item since the last meeting.

Mayor Keener called for public comments without a response.

**** A motion was made by Councilman Schmittlein, seconded by Councilwoman Simons, to approve second reading, public hearing and adopt Ordinance No. 853.**

The motion passed unanimously. (5-0)

- B. Second reading, public hearing, and possible adoption of Ordinance No. 852, an ordinance amending Title 8, Chapter 2, Section 3-2 entitled “Mandatory Installation of Conduit”, and matters related thereto. **FOR POSSIBLE ACTION**

First reading of Ordinance No. 852 was conducted on May 12, 2020. MR

Michele Rambo, Development Manager, explained this Ordinance was developed with the cooperation of the telecommunication companies after they requested they have exclusive right to conduit they install, for a period of five years.

Scott Wilkinson, Assistant City Manager, said he sent out the proposed changes to three providers that are currently active in the community. The only feedback he had was from White Cloud, asking if they needed to come and attend the meeting. He has not had any other comments.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to approve second reading, public hearing and adopt Ordinance No. 852.**

The motion passed unanimously. (5-0)

COMMENTS BY THE GENERAL PUBLIC

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successive agenda and identified as an item for possible action. Comments may be made through GoToMeeting.com, or by calling (775) 777-0590, or email comments to: cityclerk@elkocitynv.gov. **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: **Brief presentation and possible acceptance of a renewal proposal from Nevada Public Agency Insurance Pool (POOL), and approval of invoice for payment from FY 2020/2021 Funds in the amount of \$515,203.97, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 9, 2020**
3. Agenda Category: **PRESENTATION**
4. Time Required: **10 Minutes**
5. Background Information: **As a member of the Insurance Pool, the City of Elko owns a share of the equity that forms the basis for its financial strength.**

Your agenda packet includes an overview of coverage offered for the following Fiscal Year. The City of Elko's total program costs for FY 2020/2021 are \$515,203.97, representing a 10.8% increase over FY 2019/2020. CC
6. Budget Information:

Appropriation Required: \$ 515, 203.97
Budget amount available: \$ 515, 203.97
Fund name: Various
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Fiscal Year 2020/2021 Program Costs Quotation; Member Coverage Summary; Invoice**
9. Recommended Motion: **Move to accept the renewal proposal from Nevada Public Agency Insurance Pool (POOL), and approval of invoice for payment from FY 2020/2021 Funds in the amount of \$515,203.97**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **LP Insurance**
Fax: (775) 473-9288

Wayne Carlson
Executive Director, NV Public Agency Insurance Pool
Fax: (775) 883.7398



City of Elko
2020 - 2021 PROGRAM COSTS QUOTATION

The Program Costs are reflective of members' exposure to loss in conjunction with loss experience. Exposure simply means total insured property values, expenditures, payroll, number of autos, etc. The information provided is warranted to be true and accurate by an official of each member.

The City of Elko's annual program costs and comparisons are as follows:

	2018-2019	2019-2020	2020-2021
NPAIP Total Costs	\$415,448.56	\$456,971.41	\$507,203.97
Additional Agency Service Compensation	\$ 8,000.00	\$ 8,000.00	\$8,000.00
Environmental Liability Coverage	INCLUDED	INCLUDED	INCLUDED
Total Program Costs	\$423,448.56	\$464,971.41	\$515,203.97

Maintenance Deductible: \$5,000 applies to each and every loss with the exception of Environmental Liability.

Note: Acceptance of this renewal constitutes official acceptance of the pricing and approval for payment. Payment is due immediately upon receipt of invoice, but no later than July 6, 2020.



Client Service Agreement Property & Casualty

This Client Service Agreement ("Agreement") is made and entered into this First Day of July 2020 ("Effective Date"), by and between LP Insurance Services (Agency), having an office located at 555 5th St; Elko, NV 89801, and City of Elko("Client").

WHEREAS, LP Insurance Services is duly licensed to engage in the insurance business for the purposes set forth herein, and;

WHEREAS, Client desires to engage the services of LP Insurance Services upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. LINES OF INSURANCE COVERAGE

This Agreement is entered into with respect to the Property and Casualty lines of insurance coverage offered by Nevada Public Agency Insurance Pool (NPAIP) and other unrelated lines of Property and Casualty lines of insurance for which Client agrees to name LP Insurance Services as its Broker of Record.

2. SERVICES

LP Insurance Services agrees to provide to Client the following insurance services:

Risk Management

- Conduct exposure analysis
- Analyze current insurance program and make recommendations for program enhancements and potential savings
- Review coverage unrelated to NPAIP if requested by Client.

Marketing

- Develop underwriting submission
- Place and implement selected lines of coverage, i.e Airport Liability, at Clients request.

LP Insurance Services, LLC

300 East 2nd Street Suite 1300 - Reno, Nevada 89501 – ph (775)996-6000 – fax (775) 473-9288



Ongoing

- Consult on special projects
- Review policies for accuracy prior to delivery.
- Monitoring losses and loss control issues.
- Proactively monitor and facilitate claims handling and procedures

The above-referenced services shall be rendered by LP Insurance Services to Client pursuant to the terms of this Agreement.

3. COMPENSATION

LP Insurance Services will be compensated for the services outlined in this agreement through the payment of an administration fee by the Client to LP Insurance Services and commissions paid on insurance premiums by selected insurance companies to LP Insurance Services.

DESCRIPTION	Agency Services Compensation	Commission(s) (%)	Fixed Monthly Cost(s) (\$)
Agency Compensation	\$8,000.00	Average of 7% of insurance premiums only.	\$0.00

Contingent, supplemental, or bonus commissions

Some of the insurance companies LP Insurance Services represents may pay it additional incentive commission, sometimes referred to as contingent, supplemental or bonus commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time. Such additional commissions would be in addition to any other compensation LP Insurance Services may receive. This is not applicable for the NPAIP agents.

4. BROKERAGE INTERMEDIARIES

LP Insurance Services may utilize the services of other intermediaries, such as wholesale brokers, excess and surplus lines brokers and underwriting managers, to assist in the marketing of Client insurance coverage, when in LP Insurance Services professional judgment those services are necessary



5. TERM AND TERMINATION

The term of this Agreement shall commence on 7/1/2020 and shall terminate one (1) year thereafter. The term may be extended by mutual written agreement of the parties. In the event of termination, LP Insurance Services will assist Client in arranging a smooth transition process. However, LP Insurance Services obligation and the obligation of its affiliates to provide services to Client will cease upon the effective date of termination, unless otherwise agreed in writing.

Notwithstanding the term of this Agreement, either party shall have the right to terminate this Agreement upon 90 days' prior notice to the other. In the event of termination by the Customer prior to expiration, LP Insurance Services Agency Services compensation will be deemed fully earned at inception.

6. ACCURACY OF INFORMATION

LP Insurance Services ability to provide Client with the services outlined in paragraph 2 above is conditioned upon LP Insurance Services receipt of accurate and timely information from Client. LP Insurance Services will not independently verify or authenticate information provided by or on behalf of you. You shall be solely responsible for the accuracy and completeness of such information and other documentation furnished to LP Insurance Services.

7. BOOKS AND RECORDS

Client is entitled to copies of reports prepared by LP Insurance Services hereunder, contracts between Client and its carriers/administrators to the extent such contracts are in LP Insurance Services possession and control, and communications between LP Insurance Services and Client's insurance carriers and employee benefits providers to the extent such books and records are maintained by LP Insurance Services with regard to its performance under this Agreement



8. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings, and negotiations with respect to such matters. This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived only if such modification, amendment, or waiver is in writing and signed by the party to be charged with same. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors. Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures, or attacks on its server. The parties further agree that neither party shall have any liability for indirect, special, punitive, consequential, or incidental damages, including, without limitation, loss of profits.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

10. SELECTION OF ISSUING INSURANCE COMPANY

LP Insurance Services has no ownership interest in and is not under common control with the insurance company that is issuing the lines of insurance coverage described in this Agreement.

IN WITNESS THEREOF, the parties have hereunto set their hands on the date and year first above written for the purposes set forth in this Agreement:

LP Insurance Services

City of Elko

Signature

Signature

Print Name

Print Name

Title

Title

LP Insurance Services, LLC

300 East 2nd Street Suite 1300 - Reno, Nevada 89501 – ph (775) 996-6000 – fax (775) 473-9288



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NEVADA PUBLIC AGENCY INSURANCE POOL MEMBER COVERAGE SUMMARY

Prepared For:

Elko, City of

Prepared By:

LP Insurance Services, Inc.

**THANK YOU FOR
YOUR SERVICE!**



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Dear POOL Member:

On behalf of all the POOL/PACT staff and Members, thank you for your continuing commitment to serving your communities. In unprecedented times your leadership and support make all of us stronger to fulfill our mission. The POOL remains committed to each Member's financial security and overall success.

We are pleased to provide this Member Coverage Summary for your review. One of the most significant changes for 2020-2021 fiscal year is the addition of a new separate POOL Cyber Risk Coverage Form and a revised POOL Coverage Form for property and liability coverage. Overall, these form changes enhance and clarify your POOL coverages.

The POOL continues to offer extensive risk management services, such as our premier POOL/PACT HR services. The POOL continually improves and increases enrollment in the Absorb eLearning program, Target Solutions Fire/EMS training, and KnowBe4 email security training. Currently, over 8,000 POOL Member's employees are enrolled in these POOL funded online training programs.

We encourage you to discuss the POOL's services with staff and your agent. Our website regularly is updated so please visit www.poolpact.com to utilize a growing base of HR and risk management information as well as your coverage documents.

We extend our thanks to all Member volunteers who serve on our boards and committees. These volunteers do a superb job of representing the interests of the Members of your POOL.

Sincerely,

Wayne Carlson
Executive Director
Nevada Public Agency Insurance Pool



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NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

RENEWAL PROPOSAL	COVERAGE PERIOD	NAMED ASSURED	MAINTENANCE DEDUCTIBLE
	07/01/2020 – 07/01/2021 Standard Time	Elko, City of	\$5,000

Property Coverage

Coverage	Limit per Loss	
Property	\$300,000,000	Per Schedule of Locations

The following sub-limits apply to Section V. C. Extensions of Property Coverage:

Accounts Receivable	\$5,000,000 per loss
Arson Reward	10% up to \$25,000 per loss
Debris Removal - Mold/ Asbestos	\$100,000
Earthquake	\$150,000,000 aggregate
Flood	\$150,000,000 aggregate \$25,000,000 aggregate - Flood Zone A
Equipment Breakdown	\$100,000,000 per loss
• Loss of Income & Extra Expense	included
• Hazardous Substance Coverage	\$250,000 per loss
• Spoilage Coverage	\$250,000 per loss
• Data Restoration	\$100,000 per loss
• Electrical Risk Improvements	\$10,000
Expediting Expenses	\$25,000 per loss
Unintentional Errors and Omissions	\$5,000,000 per loss
Money and Securities	\$500,000 per loss
Ordinance or Law – LEED Building	\$500,000
Agreed Value Vehicles	Per Attachment D, if applicable

This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage Form and Cyber Risk Coverage Form edition July 1, 2020.



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Liability Coverage

The Limits of Liability are as follows:

Coverage	Limit per Named Assured	Annual Aggregate Limit per Named Assured
Per Event	\$10,000,000	\$10,000,000
<i>All Sublimits are a part of and not in addition to the Limits of Liability.</i>		
<i>Liability Sublimits:</i>		
• Additional Insured (Lessors) (Section I, item 2)	\$2,000,000	
• Weed Spray Property Damage (Section IV, item 3 (B) (2) (ix))	\$250,000	\$250,000
• Emergency Response to Pollution (Section IV, item 3 (B) (2) (v))	\$1,000,000	\$1,000,000
• Criminal Defense Fees and Costs (Section VI, part C, item 4)	\$50,000	\$50,000
• Defense for Regulatory Agency Actions (Section VI, part C, item 16)	\$50,000	
Sexual Abuse Sublimit (Section VI, part C, item 21)	\$2,500,000	\$2,500,000
Retroactive Date	<i>May 1, 1987 except as shown in Attachment C</i>	



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Cyber Risk Security Coverage

The Limits of Liability are as follows: Privacy or Security Liability Limits	\$3,000,000	Each Named Assured Member/Annual Member Aggregate
Security Failure/ Privacy Event Management Coverage Sublimit	\$100,000	Each Named Assured Member
Network Interruption Coverage Sublimit	\$250,000	Waiting Hours Period: 12 Hours
Proof of Loss Preparation Costs Sublimit	\$50,000	Each Named Assured Member
Retroactive Date: July 1, 2013		

Environmental Liability Coverage

The Limits of Liability are as follows:

Coverage A	Third Party Claims for Bodily Injury, Property Damage or Remediation Expense
Coverage B	First Party Remediation Expense
Coverage C	Emergency Response Expense
Coverage D	Business Interruption

COVERAGE	DEDUCTIBLE	EACH INCIDENT LIMIT	AGGREGATE LIMIT
A,B,C	\$25,000	\$2,000,000	\$10,000,000

COVERAGE	DEDUCTIBLE	BUSINESS INTERRUPTION LIMIT (Days)	BUSINESS INTERRUPTION LIMIT (\$)
D	3 Days	365	\$2,000,000

This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage Form and Cyber Risk Coverage Form edition July 1, 2020.



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NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Member Contribution:

Total Cost:	\$474,033.10
Agent Compensation:	\$33,170.88
Total Program Cost Including All POOL Services:	\$507,203.97

This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage Form and Cyber Risk Coverage Form edition July 1, 2020.



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NEVADA PUBLIC AGENCY INSURANCE POOL

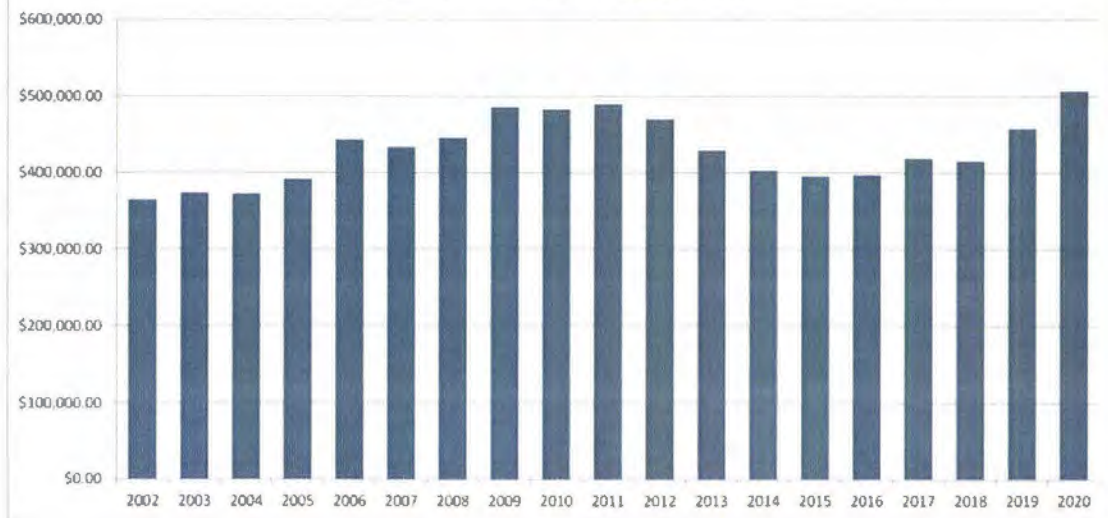
Historical Member Data & Loss Experience



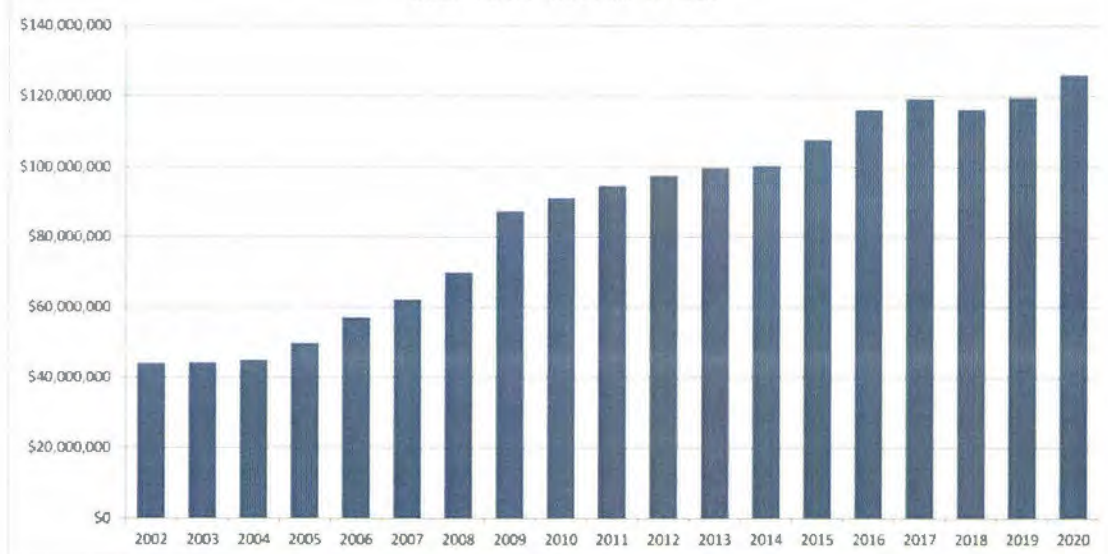
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2020 Member Exposure Data
Elko, City of

2020 NPAIP Total Program Cost



2020 Total Insured Values

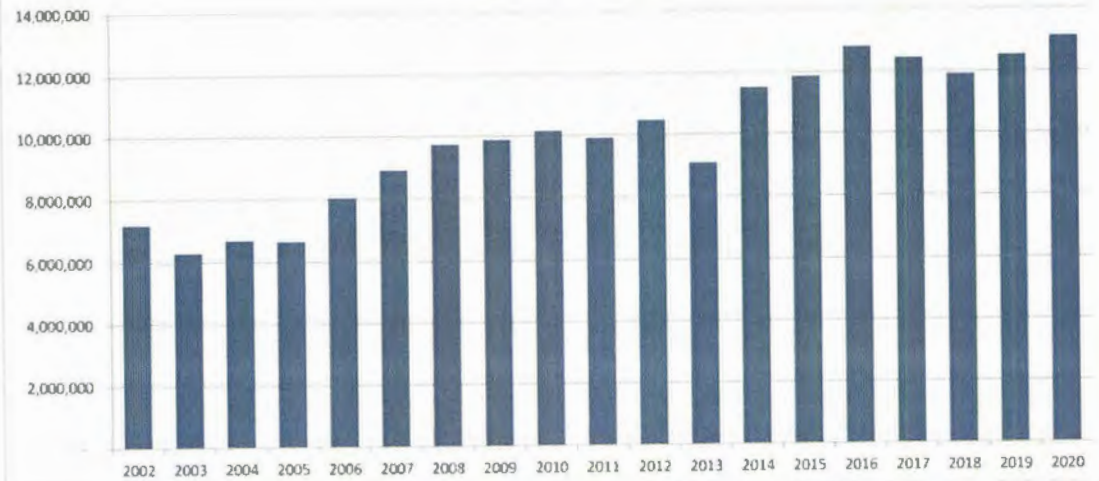




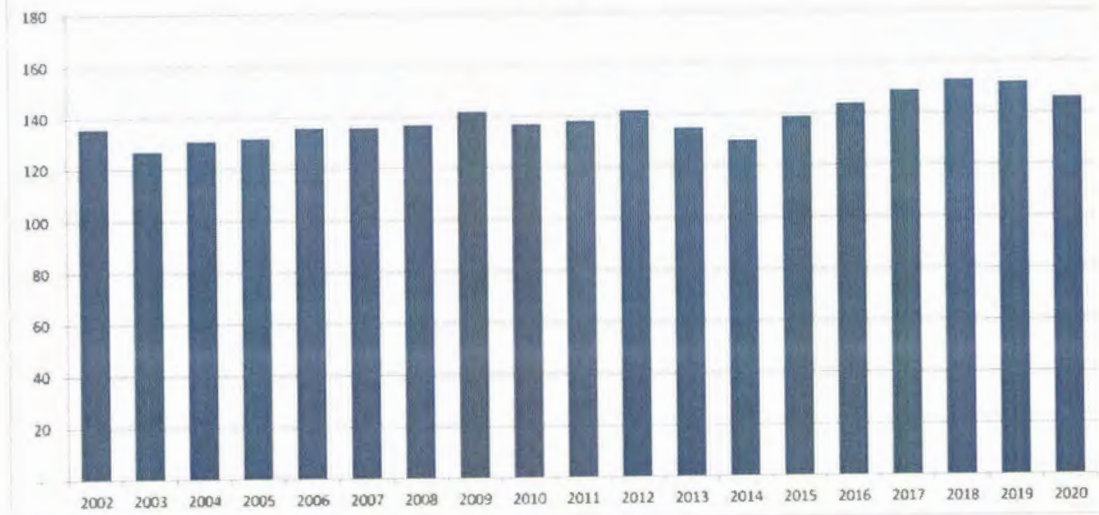
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2020 Member Exposure Data
Elko, City of

2020 Total Payroll



2020 Auto Count





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2020 Member Exposure Data

Elko, City of

2020 Officer Count



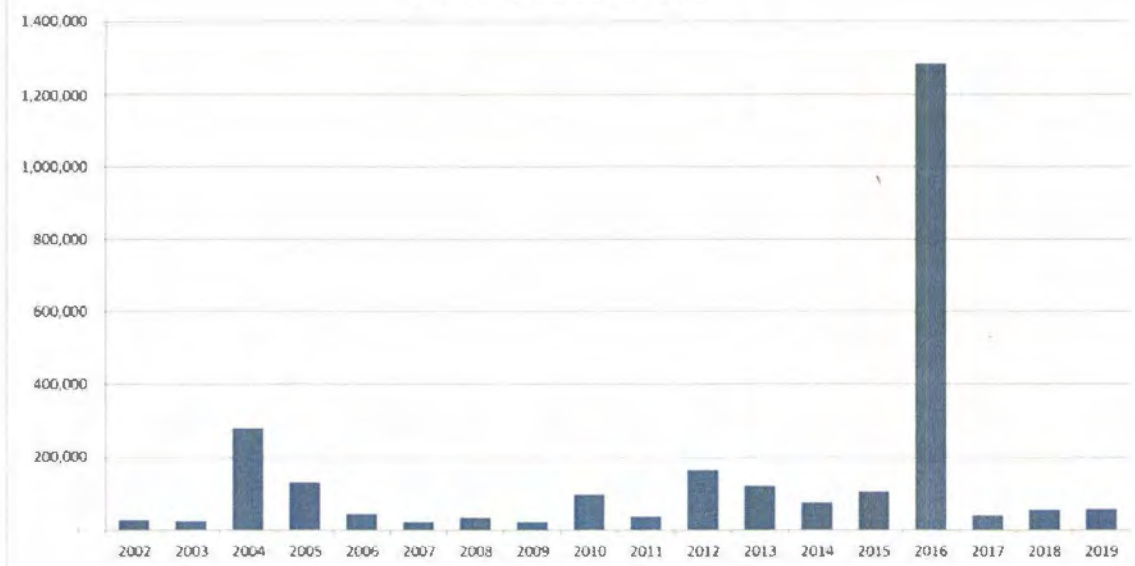


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2020 Member Loss Data

Elko, City of

2020 Total Incurred Losses





STATE OF THE MARKET

Property:

Two years of combined loss ratios exceeding 100%, along with the previous prolonged soft market, have driven the market correction and insurers' push to return to profitability.

The market is hardening and rate increases are accelerating with each succeeding month. Underwriters continue to take a more critical look at exposures, restricting many coverage terms previously offered in the soft market.

If we get through the next hurricane season without a major U.S. landfall one might expect that the good news for insurers would, as in the past, push the supply and demand curve eventually in the buyer's favor.

We also expect that rate increases and capacity deployment will become more predictable by the end of 2020 as most of the re-underwriting by major property insurers should be completed.

Casualty:

The median settlement of the top 50 U.S. verdicts nearly doubled over the last four years (\$54M in 2018 vs. \$28M in 2014).

Reviver statutes that are aimed at abuse create a specter of unending litigation, legitimate and spurious, for schools, health care institutions and non-profits when statutes of limitations are abandoned or extended. Fear of the jury verdict wheel of fortune is also driving higher settlements.

Reinsurer feedback in the public entity sector largely concerns sexual abuse and molestation claims (SAM) as well as law enforcement and jail liability. Of note are exceedingly high demands and awards across the country, forcing underwriters to reevaluate both their limit and coverage offerings in risks where these exposures exist.



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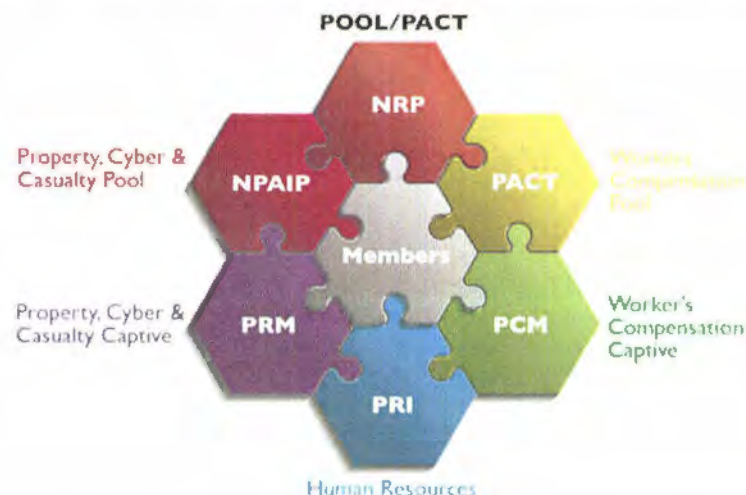
POOL PACT – HERE FOR YOU

Members Helping Members

In 1987, four Nevada counties formed their own risk sharing pool. Now over thirty years later, the majority of Nevada's rural public entities remain committed to each other and the mission of their risk pool organization. POOL/PACT continues to excel in providing an unparalleled level of service to our members. Our mission seeks to help members manage their risks so they can serve the public effectively.

The POOL Board is comprised of dedicated, hardworking, and ethical Member leaders focused on public risk management. They continue to do an excellent job of representing the interests of the Member-owners of POOL/PACT.

Our members continue to see great value in being part of the POOL/PACT because of extensive services, and that keeps membership retention strong. POOL/PACT encourages you to discuss the services we offer with your insurance agent – its valued partner in the POOL program.



POOL Executive Committee

Cash Minor - Chairman (Elko County)
Josh Foli - Vice Chairman (Lyon County)
Geoff Stark - Director (Churchill County)
Dan Murphy - Director (Pershing Co.SD)
Gina Rackley - Director (Humboldt Co)
Ann Cyr - Director (Carson City SD)
Gerry Eick - Director (Incline Village GID)

PACT Executive Committee

Paul Johnson - Chairman (White Pine SD)
Cash Minor - Vice Chairman (Elko County)
Mike Giles - Director (City of Lovelock)
Josh Foli - Director (Lyon County)
Chris Mulkerns - Director (Town of Tonopah)
Cindy Hixenbaugh - Director (Pershing GH)
Elizabeth Frances - Director (White Pine County)



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PROGRAMS AND SERVICES AVAILABLE TO POOL/PACT MEMBERS

RISK MANAGEMENT

Training

POOL/PACT provides extensive training. Here are some examples, visit www.poolpact.com for more: Safe Driving Techniques • Blood Borne Pathogens • Ethics • Nevada Open Meeting Law • POOL/PACT 101 • Positive Governance

eLearning

POOL/PACT provides a dynamic eLearning platform, ongoing and timely learning courses, and support for: • Human Resources • Employee Safety • Cyber Security • Risk Management • Health and Wellness and more. • Emergency Medical Services • Fire Safety

Risk Management On-Site Programs

Risk Control Program Analysis • Infrared Thermography (IRT) • Safety Policies and Procedures Review • Site Surveys • OSHA Compliance Assistance • Safety and Loss Control Committees Review and Development • Traffic Safety Cones • Improved Security Systems • On-site Respirator Fit and Fire Extinguisher Training • Swimming Pool Safety Training and Inspections • School and Bus Safety Training • Accident Investigation Claims Analysis • Hazard Communication Program Review and Development

Law Enforcement and Fire Protection

On-line Law Enforcement training, policies, and best practices from the Legal Liability Risk Management Institute • Fire and EMS training, policies, and best practices from TargetSolutions. Jail safety and best practice review is being provided to all members operating correction facilities.

Risk Management Grant Program

POOL/PACT provides Loss Control grants to help mitigate or eliminate risk to employees and liability exposure. Five, \$2,000 risk management grants are available to each member each year.

24-7-365 Workers Comp Nurse Triage Program

PACT members are eligible to use our innovative and streamed lined WC information and reporting system for non-life-threatening on-the-job injuries

Cyber-Security

All POOL members are provided a KnowBe4 online account subscription. Ongoing and updated Cyber Security training • Best Practices • Practice guidelines • Network assessments • Virtual Risk Officer

MSDSonline

OSHA and state compliance with safety data sheet management and updates are available online to ensure compliance and updated information.

For additional information contact Marshall Smith, POOL/PACT Risk Manager,
(775) 885-7475 email: marshallsmith@poolpact.com website: www.poolpact.com



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PROGRAMS AND SERVICES AVAILABLE TO POOL/PACT MEMBERS

HUMAN RESOURCES

A variety of services are offered through POOL/PACT HR. We work with each member individually to address their specific HR-related needs and reduce liability. The basic services include:

- Consultation with members to manage and resolve critical employment-related issues to include identifying options, providing step-by-step guidance, monitoring progress, and answering questions.
- Instructor-led training courses, workshops, and certificate programs.
- eLearning and live online training courses.
- Webinars on HR-related topics.
- On-site assessments of members' HR practices with recommendations.
- Communication issued as "Alerts" to notify members when a significant HR-related law or practice has changed.
- On-site HR Briefings tailored to specific needs/requests of members.
- Sample personnel policies which may be adopted for use by members.
- Sample job description templates and numerous HR forms that can be tailored for use by members.
- Salary schedule database available on our website for member reference.
- Summary of HR-related legislation produced each legislative session.
- HR Scholarships to assist member HR representatives in attaining nationally recognized HR certifications.
- Annual HR Conference providing HR representatives and CEOs valuable information on communication, leadership, and legal compliance.

For additional information contact Stacy Norbeck, POOL/PACT Human Resources Manager,
(775) 885-7475 email: stacynorbeck@poolpact.com website: www.poolpact.com



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POOL PACT CONTACTS

Nevada Risk Pooling (NRP) (775) 885 7475

Wayne Carlson, Executive Director
waynecarlson@poolpact.com

Michael Rebaleati, Chief Operations Officer
mikerebaleati@poolpact.com

Alan Kalt, Chief Financial Officer
akalt@poolpact.com

Marshall Smith, Risk Manager
marshallsmith@poolpact.com

Mike Van Houten, eLearning Administrator
eLearning@poolpact.com

Davies Claims Solutions
Donna Squires – Claims Manager
(775) 329 1181
Donna.squires@ascrisk.com

Margaret Malzahn – WC Claims Supervisor
(775) 329 1181
Margaret.malzahn@ascrisk.com

Willis Re Pooling

Mary Wray, Executive Vice President
(312) 288 7081
Mary.wray@willistowerswatson.com

Stephen Romero, Vice President
(775) 834 0201
Stephen.romero@willistowerswatson.com

Amalia Lyons, Account Executive
(614) 326 4944
Amalia.lyons@willistowerswatson.com

Courtney Giesseman, Vice President
(614) 326 4739
Courtney.giesseman@willistowerswatson.com

Pooling Resources, Inc. (PRI) (775) 887 2240

Stacy Norbeck, General Manager
stacynorbeck@poolpact.com

Jeff Coulam – Sr. HR Business Partner
jeffcoulam@poolpact.com



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NPAIP MEMBERSHIP

Counties

Churchill County
Douglas County
Elko County
Esmeralda County
Eureka County
Humboldt County
Lander County
Lincoln County
Lyon County
Mineral County
Nye County
Pershing County
Storey County
White Pine County

Towns:

Town of Gardnerville
Town of Genoa
Town of Minden
Town of Pahrump
Town of Round Mountain
Town of Tonopah

School Districts

Carson City School District
Churchill County School District
Douglas County School District
Elko County School District
Esmeralda County School District
Eureka County School District
Humboldt County School District
Lander County School District
Lincoln County School District
Lyon County School District
Mineral County School District
Nye County School District
Pershing County School District
Storey County School District
White Pine County School District

Cities:

Boulder City
City of Caliente
City of Carlin
City of Elko
City of Ely
City of Fernley
City of Lovelock
City of Wells
City of West Wendover
City of Winnemucca
City of Yerington

Fire Districts:

Mt. Charleston Fire Protection District
North Lake Tahoe Fire Protection District
North Lyon County Fire Protection District
Pahranagat Valley Fire District
Tahoe Douglas Fire Protection District
Washoe County Fire Suppression
White Pine Fire District

Others:

Central Nevada Historical Society
Central Nevada Regional Water Authority
County Fiscal Officers Association of Nevada
Douglas County Redevelopment Agency
Elko Central Dispatch
Elko Convention & Visitors Authority
Humboldt River Basin Water Authority
Mineral County Housing Authority
Nevada Association of Counties
Nevada Commission for the Reconstruction of the V & T Railway
Nevada League of Cities
Nevada Risk Pooling, Inc.
Nevada Rural Housing Authority
Pooling Resources, Inc.
Regional Transportation Commission of Washoe County
Truckee Meadows Regional Planning Agency
U.S. Board of Water Commissioners
Virginia City Tourism Convention
Western Nevada Regional Youth Center
White Pine County Tourism

Special Districts:

Alamo Water & Sewer District
Amargosa Library District
Beatty Library District
Beatty Water & Sanitation District
Canyon General Improvement District
Carson-Truckee Water Conservancy District
Carson Water Subconservancy District
Churchill County Mosquito, Vector and Weed Control District
Coyote Springs General Improvement District
Douglas County Mosquito District
Douglas County Sewer
East Fork Swimming Pool District
Elko County Agricultural Association
Elko TV District
Fernley Swimming Pool District
Gardnerville Ranchos General Improvement District
Gerlach General Improvement District
Humboldt General Hospital
Incline Village General Improvement District
Indian Hills General Improvement District
Kingsbury General Improvement District
Lakendge General Improvement District
Lincoln County Water District
Logan Creek Estates General Improvement District
Lovelock Meadows Water District
Marla Bay General Improvement District
Mason Valley Swimming Pool District
Minden Gardnerville Sanitation District
Mojave Valley Water District
Nevada Association of Conservation Districts
Nevada Association of School Boards
Nevada Association of School Superintendents
Nevada Tahoe Conservation District
Northern Nye County Hospital District
Pahrump Library District
Palomino Valley General Improvement District
Pershing County Water Conservation District
Sierra Estates General Improvement District
Silver Springs General Improvement District
Silver Springs Stagecoach Hospital
Skyland General Improvement District
Smoky Valley Library District
Southern Nevada Area Communication Council
Southern Nevada Health District
Stagecoach General Improvement District
Sun Valley General Improvement District
Tahoe Douglas District
Topaz Ranch General Improvement District
Tahoe Reno Industrial General Improvement District
Tonopah Library District
Walker Basin Conservancy
Walker River Irrigation District
Washoe County Water Conservation District
West Wendover Recreation District
Western Nevada Development District
White Pine Television District #1
Zephyr Cove General Improvement District
Zephyr Heights General Improvement District

**THANK YOU
FOR YOUR
MEMBERSHIP!**

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Letter of Understanding between the City of Elko, and the Elko Police Officers Protective Nevada Association of Public Safety Officer Communications Workers of America AFL-CIO Local 9110, Sergeants Unit, July 1, 2020 – June 30, 2021, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 9, 2020**
3. Agenda Category: **PERSONNEL**
4. Time Required: **10 Minutes**
5. Background Information: **The Elko Police Officers Protective Nevada Association of Public Safety Officer Communications Workers of America, AFL-CIO, Local 9110 Sergeants Unit, has agreed to the City of Elko request to receive no Cost of Living Adjustment (COLA) for FY 2020-2021. The purpose of this letter of understanding is to outline the revisions to the current Collective Bargaining Agreement (CBA) due to the COVID-19 financial emergency. SS**

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

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Letter of Understanding July 1, 2020-June 30, 2021**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Susie Shurtz, Human Resources Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution:

Letter of Understanding
July 1, 2020 – June 30, 2021

The Elko Police Officers Protective Nevada Association of Public Safety Officer Communications Workers of America, AFL-CIO, Local 9110 Sergeants Unit, and the City of Elko, Nevada hereby enter into the following letter of understanding. The purpose of this letter of understanding is to outline the revisions to the current Collective Bargaining Agreement (CBA) due to the COVID-19 financial emergency.

1. Effective July 1, 2020, all employees covered by the current Collective Bargaining Agreement (CBA) between the City of Elko and the Elko Police Officers Protective Nevada Association of Public Safety Officer Communications Workers of America, AFL-CIO, Local 9110 Sergeants Unit shall forgo the previously negotiated 2.5% Cost of Living Adjustment (COLA), representing a 0% increase from the prior year ending June 30, 2020.
2. Employees covered by the current Collective Bargaining Agreement (CBA) between the City of Elko and the Elko Police Officers Protective Nevada Association of Public Safety Officer Communications Workers of America, AFL-CIO, Local 9110 Sergeants Unit shall remain eligible for merit pay in Fiscal Year 2020/2021, pursuant to Article 11.
3. Wage rates are subjects of mandatory bargaining covered by the current Collective Bargaining Agreement (CBA). Since the parties are currently not in negotiations, this is a stand-alone letter, and no opening of the current Collective Bargaining Agreement (CBA) will occur.
4. This letter of understanding shall carry no past practice and have no bearing on future negotiations between the Elko Police Officers Protective Nevada Association of Public Safety Officer Communications Workers of America, AFL-CIO, Local 9110 Sergeants Unit and the City of Elko.

Dated this _____ day of _____, 2020.

Jeremy Shelley, President
Elko Police Officers Protective Nevada
Association of Public Safety Officer
Communications Workers of America,
AFL-CIO, Local 9110 Sergeants Unit

Reece Keener, Mayor
City of Elko

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a City of Elko Finance Department reorganization, effective July 1, 2020, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 9, 2020**
3. Agenda Category: **PERSONNEL**
4. Time Required: **10 Minutes**
5. Background Information: **Since the abrupt change in Finance Department personnel in February 2019, Candi Quilici, Accounting Supervisor, has been working outside of her current job description. During this period, she has developed additional knowledge, skills, and abilities. Ms. Quilici is currently receiving a 6% out-of-class adjustment for working outside of her job description as the Acting Accounting Manager. Promoting Ms. Quilici to the position of Accounting Manager simply aligns her current job duties with the proper job classification. If approved, there will be no fiscal impact to the City of Elko, as the 6% out-of-class adjustment will be discontinued. A memo has been included in the agenda packet for review. JB**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **There will not be a financial impact to The City of Elko.**
8. Supplemental Agenda Information: **Memo outlining Reorganization**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Jan Baum, Financial Services Director**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution:



CITY OF ELKO

**Financial Services Director
1751 College Avenue
Elko, NV 89801
(775)777-7140**

TO: City Council Members
FROM: Jan Baum, Financial Services Director
RE: Finance Department Reorganization
DATE: June 3, 2020

Finance Department:

Proposal – Promote Accounting Supervisor to the Accounting Manager position. Since the abrupt change in finance personnel, the Accounting Supervisor has been acting out of her current job description for the last year. During this period, she has developed her accounting knowledge, finance department management and overall knowledge of the City of Elko Finance Department.

The Accounting Supervisor is currently receiving 6% out-of-class wages. Movement to the Accounting Manager position will not result in additional expense to the City of Elko.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a City of Elko Information Systems (IS) Department reorganization, effective July 1, 2020, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 9, 2020**
3. Agenda Category: **PERSONNEL**
4. Time Required: **10 Minutes**
5. Background Information: **The City of Elko IS Department has been actively recruiting for an IS Department Manager Since August 2019. As a result of two unsuccessful recruitments, the City of Elko has been contracting Information Technology (IT) Services with Oasis Online on a month-to-month basis. As part of the proposed reorganization, Staff recommends entering into a one-year contract with Oasis Online while realigning current City IS Department duties, flattening the departmental hierarchy. If approved, there will be approximately \$50,000 in annual savings. A memo has been included in the agenda packet for review. JB**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Approximate savings to the City of Elko of \$50,000 annually**
8. Supplemental Agenda Information: **Memo outlining Reorganization**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Jan Baum, Financial Services Director**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution:



CITY OF ELKO

**Financial Services Director
1751 College Avenue
Elko, NV 89801
(775)777-7140**

TO: City Council Members
FROM: Jan Baum, Financial Services Director
RE: Information Systems Department Reorganization
DATE: June 3, 2020

Information Systems (IS) Department:

Proposal – Reorganization of IS Department. In response to reduced funds as a result of COVID-19; discontinue search for an IS Manager. Use Oasis Online as the Contract IS Manager and reorganize the current IS Department staff to align with staff technical ability and service the City of Elko departments efficiently. Flatten the departmental hierarchy, allowing more flexibility and cross training.

Benefits of Oasis Online acting as the IS Manager:

- Provide the City of Elko with consistent IT service/leadership
- Benefit from Oasis Online IT Team – specializing at different skill levels
- Oasis Online Manager has 20+ years of IT Experience and knowledge
- Oasis Online currently provides IT service to several other local governments – this experience is used to improve City of Elko IT structure.
- Payment is contract based – save cost of employee benefits; health insurance, payroll taxes, etc.
- Oasis Online has been with the City of Elko for 5 months and has become familiar with the City of Elko's network.

Benefits of Reorganizing current IT professional staff to align with technical ability and eliminate specialized positions

- Current organizational structure is vertical, specialized, and not conducive to the City of Elko environment which has many departments who are in constant need of IT assistance.
- Reorganization will provide current IT professionals that are able to assist all departments
- Reorganization will provide current IT professionals with training to develop IT service and networking skills
- Aligns skills with job description

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a revised Computer Information Systems Coordinator job description, effective July 1, 2020, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 9, 2020**
3. Agenda Category: **PERSONNEL**
4. Time Required: **10 Minutes**
5. Background Information: **As part of the Information Systems Department Reorganization, the Computer Information Systems Coordinator Job Description has been revised to reflect anticipated duties after departmental reorganization. The proposed job description allows the flattening out of the current IS Department structure and aligns skills with the appropriate job description. The fiscal impact will be determined after negotiations are complete with the Operating Engineers, Local 3. JB**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Approximate savings to the City of Elko of \$50,000 annually**
8. Supplemental Agenda Information: **Memo outlining Reorganization**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Jan Baum, Financial Services Director**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible direction to Staff to solicit bids for Ruby View Golf Course Reuse Irrigation Pond Lining Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 9, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **During the fall of 2019, Golf Course Staff observed Pond #1 was leaking water. It was determined by Water Department Staff, the pond was leaking at a rate of 107,000 gallons per day. The construction phase of this project will be to line Golf Course Reuse Irrigation Pond 1 and Pond 2, at the same time with 60 mil HDPE liner. The project was approved by NDEP on May 22, 2020, and is ready to go to bid. We anticipate construction starting early September. DJ**
6. Budget Information:
 Appropriation Required: **Engineers Estimate \$630,197.44**
 Budget amount available: **\$850,000.00**
 Fund name: **WRF/SEWER**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Construction Documents and Engineers Estimate**
9. Recommended Motion: **Direct Staff to solicit bids for Ruby View Golf Course Reuse Irrigation Pond 1 and 2 Lining Project**
10. Prepared By: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Ruby View Golf Course
Reuse Irrigation Pond No.1&2
Pond Lining Construction Project
Preliminary Engineer's Cost Estimate**

DESCRIPTION	UNITS	QUANTITY	UNIT RATE	TOTAL
Mobilization, Running Costs and Demobilization				
Mobilization	LS	1	\$ -	\$ 38,434.32
Demobilization	LS	1	\$ -	\$ 13,551.07
Sub Total				\$ 51,985.39
Earthworks				
Clear the Existing Pond Slopes	LS	1	\$ 2,000.00	\$ 2,000.00
Cut to Waste	CY	3,100	\$ 15.00	\$ 46,500.00
Cut to Fill	CY	160	\$ 6.00	\$ 960.00
From Stockpile to Fill	CY	1,600	\$ 6.02	\$ 9,632.00
Geomembrane Liner Subgrade Preparation	SF	73,215	\$ 2.00	\$ 146,430.00
Geomembrane Liner Anchor Trench	LF	1,435	\$ 4.50	\$ 6,457.50
Sub Total				\$ 211,978.50
Geosynthetics				
Geomembrane Liner Installation	SF	73,215	\$ 0.30	\$ 21,964.50
Geomembrane Liner Wear sheet Installation	LS	1	\$ 6,000.00	\$ 6,000.00
Geomembrane Liner Staff (Head) Gauge Installation	LS	1	\$ 6,000.00	\$ 6,000.00
Geotextile Installation	SF	8,400	\$ 0.17	\$ 1,428.00
Sub Total				\$ 35,392.50
Concrete Encasement				
Supply and Install Small Pipe Concrete Encasements	EA	8	\$ 500.00	\$ 4,000.00
Supply and Install Pumphouse Intake Pipe Concrete Encasement	EA	1	\$ 1,500.00	\$ 1,500.00
Sub Total				\$ 5,500.00
Rip-rap				
Supply and Install Rip-rap on the Cut Slopes	SF	8,400	\$ 6.00	\$ 50,400.00
Supply and Install Rip-rap in the Drainage Channel	SF	300	\$ 6.00	\$ 1,800.00
Sub Total				\$ 52,200.00
CMP Sleeve, Pipe Crossings and Drainage Rock				
Supply and Install CMP Sleeve and Drainage Rock	LS	1	\$ 750.00	\$ 750.00
Supply and Install Drainage Rock Pipe Crossing	LS	1	\$ 450.00	\$ 450.00
Sub Total				\$ 1,200.00
Remove Trees and Utilities				
Remove Trees	LS	1	\$ 1,200.00	\$ 1,200.00
Relocated and/or Remove Utilities	LS	1	\$ 8,800.00	\$ 8,800.00
Sub Total				\$ 10,000.00
Supply and Install Safety Rings, Ropes and Mounting Structures				
Supply and Install Safety Rings, Ropes and Mounting Structures	EA	6	\$ 700.00	\$ 4,200.00
Sub Total				\$ 4,200.00
TOTAL CONSTRUCTION COST:				\$ 372,457.39

DESCRIPTION	OTHER COSTS	UNITS	QUANTITY	UNIT RATE	TOTAL
Liner Material		SF	82,733	\$ 0.40	\$ 33,093.18
Other Material		%	5%		\$ 18,622.87
Geotextile Material		SF	9,240	\$ 0.12	\$ 1,108.80
Construction Manager or Engineer		HRS	280	\$ 150.00	\$ 42,000.00
CQA		HRS	455	\$ 150.00	\$ 68,250.00
Owners Cost		%	3%		\$ 11,173.72
As-built Report		HRS	60	\$ 150.00	\$ 9,000.00
Contingency		%	20%		\$ 74,491.48
Sub Total					\$ 257,749.03
TOTAL CONSTRUCTION AND OTHER COST:					\$ 630,197.44

DRAWING INDEX

TITLE	AUTOCAD FILENAME	DRAWING NO.	REV
COVER SHEET	POND_DETAILS	C-1	0
SITE PLAN	POND_DETAILS	C-2	0
POND GRADING PLAN	POND_BASE	C-3	0
POND LINER SECTIONS & DETAILS	POND_DETAILS	C-4	0
POND PIPE PENETRATION DETAILS	POND_DETAILS	C-5	0
POND PICTURES	POND_DETAILS	C-6	0
POND LINER WEAR SHEET PLAN	POND_BASE	C-7	0

PREPARED BY:
BLACK DOLPHIN CONSULTING
POST OFFICE BOX 2561
ELKO, NV 89803
775.934.5114

[illegible]



Scale: NTS Project No: 20-002 Designed By: EWL Drawn By: EWL	CITY OF ELKO RUBY VIEW GOLF COURSE IRRIGATION POND NO. 1 POND LINING SITE PLAN		MARK 0	DATE 3/15/20	DESCRIPTION ISSUED FOR REVIEW	BY EWL

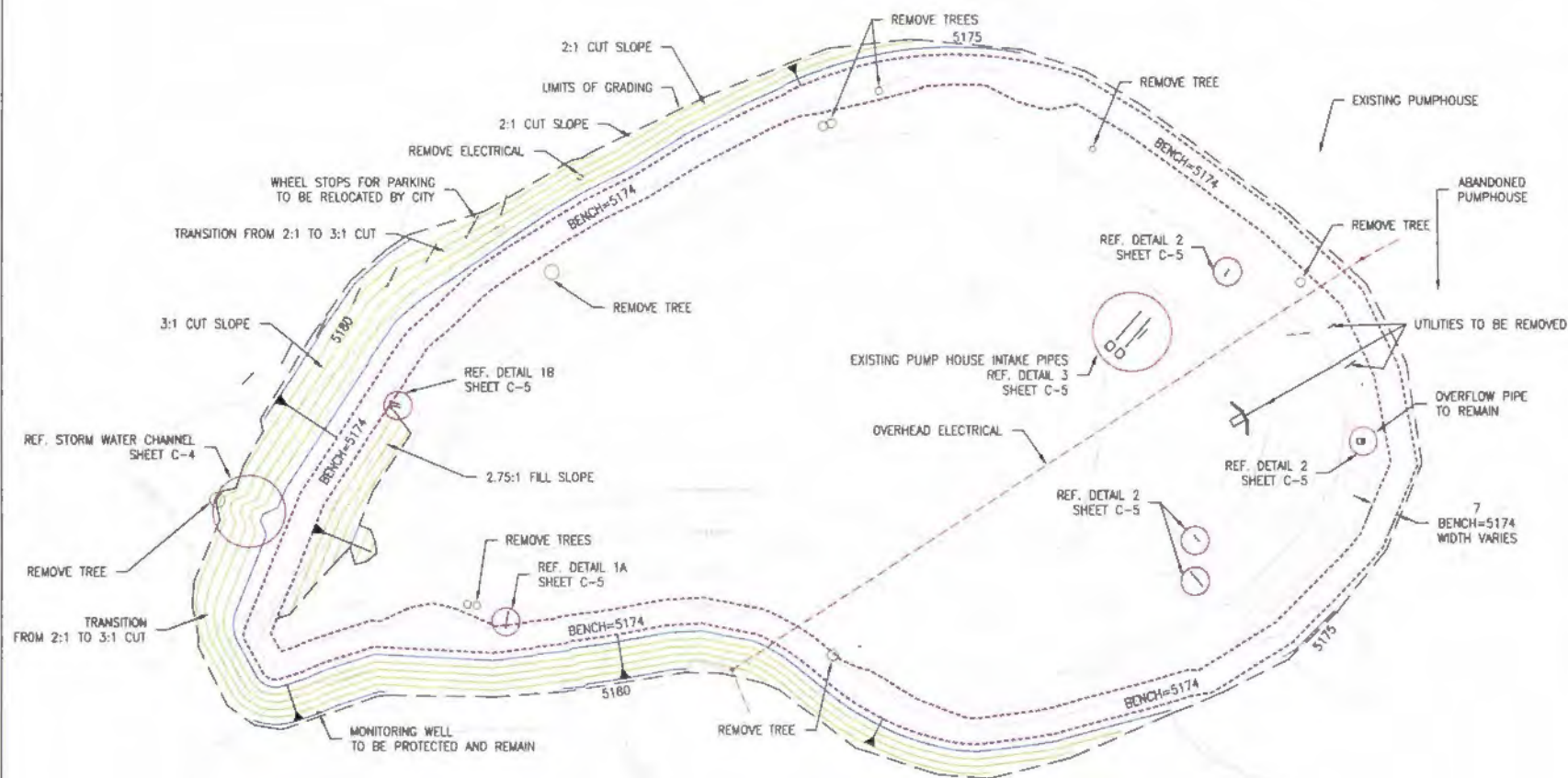
BLACK DOLPHIN
 Consulting, LLC
po box 2561 elko, nv 89803 ph 775 934 5114

- NOTES:
1. CONTRACTOR SHALL REMOVE A MINIMUM OF 12-INCHES FROM THE EXISTING POND AND REMOVE TO ELKO LANDFILL.
 2. REMOVE ALL TREES TO ELKO LANDFILL.
 3. REMOVE ALL TRASH TO ELKO LANDFILL.
 4. REFER TO PROJECT SPECIFICATIONS FOR EARTHWORKS REQUIREMENTS.

LEGEND

5180

EXISTING GROUND CONTOURS
PROPOSED GROUND CONTOURS
SLOPE INDICATOR



BY	DATE	DESCRIPTION
EWL	3/15/20	ISSUED FOR REVIEW

CITY OF ELKO RUBY VIEW GOLF COURSE
IRRIGATION POND NO. 1
POND LINING
GRADING PLAN

Scale: 1"=30'
Project No: 20-002
Designed By: EWL
Drawn By: EWL

C-3

BLACK DOLPHIN
Consulting, LLC

po box 2561 elko, nv 89803
ph 775-934-5114

[illegible]

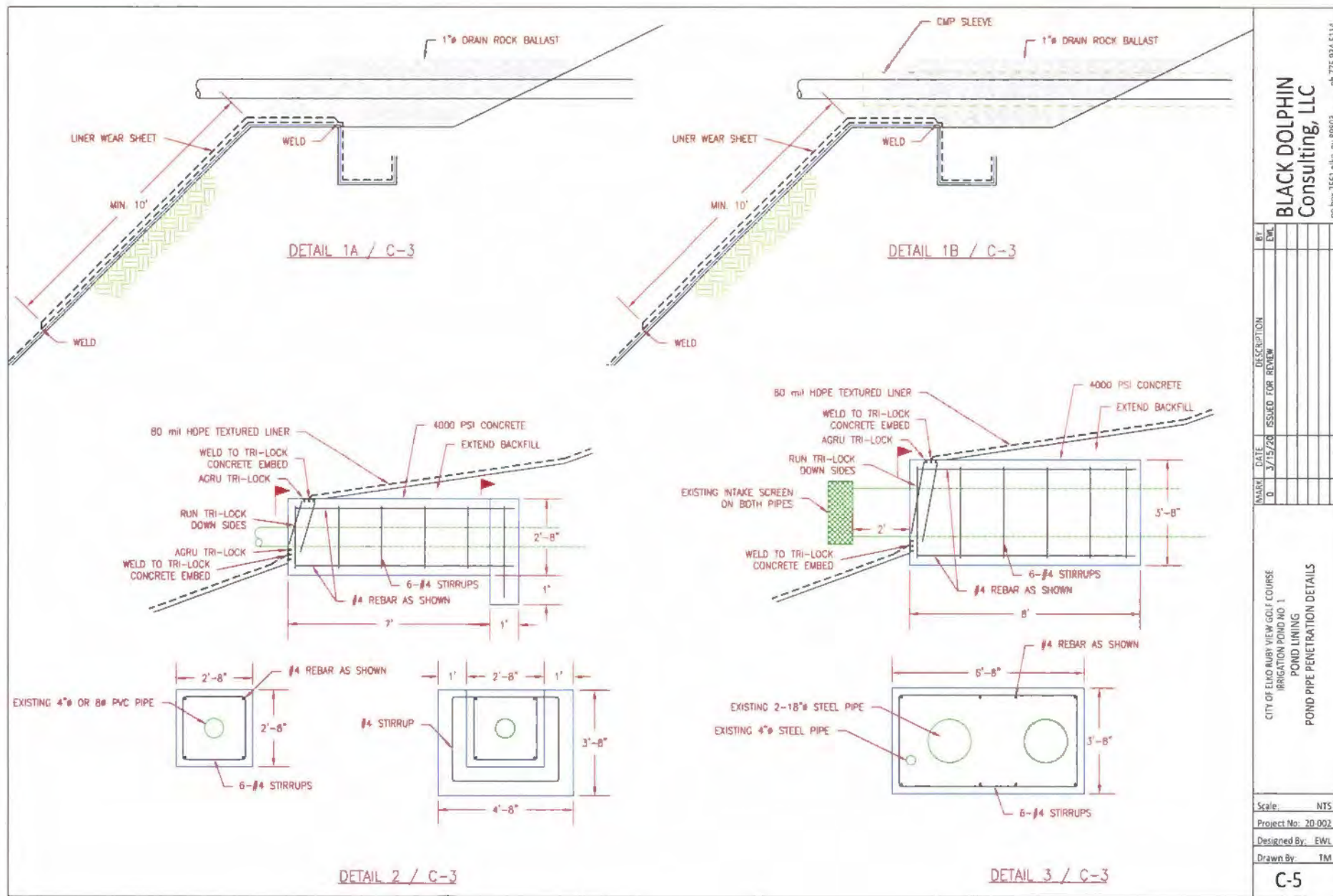
CITY OF ELKO RUBY VIEW GOLF COURSE
IRRIGATION POND NO. 1
POND LINING
POND LINER SECTIONS & DETAILS

Scale:	NTS
Project No:	20-002
Designed By:	EWL
Drawn By:	EWL

C-4

BLACK DOLPHIN
Consulting, LLC

99 50X 2561 e/ko ny 89803 ph 775 924 5114



BLACK DOLPHIN
Consulting, LLC

po box 2561 ehto, nv 89803
ph 775 934 5114

MARK	DATE	DESCRIPTION	BY
0	3/15/20	ISSUED FOR REVIEW	EWL

CITY OF ELKO RUBY VIEW GOLF COURSE
IRRIGATION POND NO 1
POND LINING
POND PIPE PENETRATION DETAILS

Scale: NTS
Project No: 20-002
Designed By: EWL
Drawn By: TM

C-5



VIEW OF POND-NORTH PERIMETER



PUMP INLET 18" LINES



OLD PUMP INLET PIPES TO BE ABANDONED



VIEW OF POND-SOUTHEAST SIDE



AERATORS & PUMP SCREENS



OVERALL POND VIEW



POND SOUTHEAST END



AERATOR POWER CABLE TO BE REMOVED BY CITY

CITY OF ELKO RUBY VIEW GOLF COURSE
IRRIGATION POND NO. 1
POND LINING
POND PICTURES

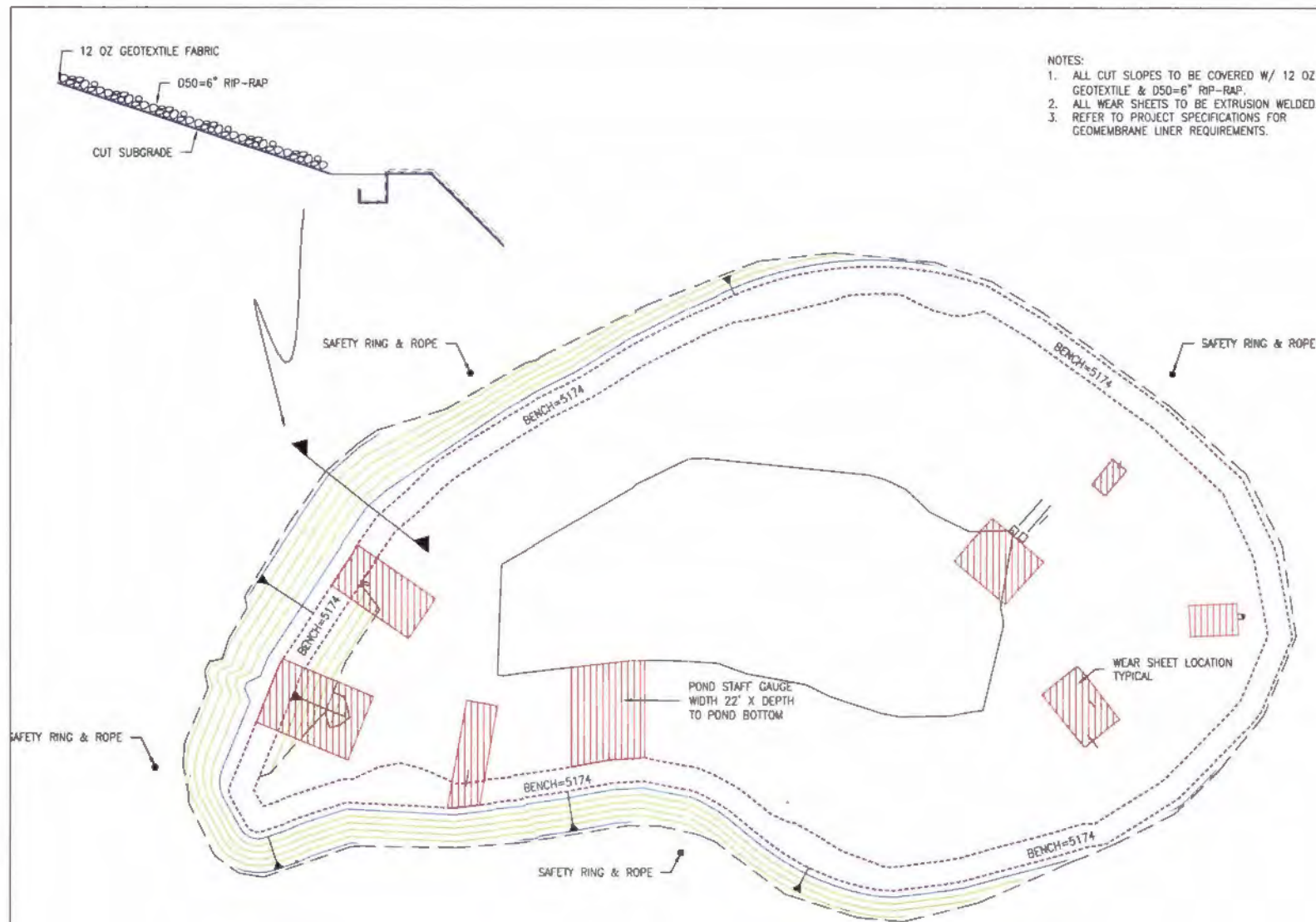
MARK	DATE	DESCRIPTION	BY
0	3/15/20	ISSUED FOR REVIEW	EWL

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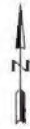
PO BOX 2561 ELKO, NV 89803
PH 775.934.5114

Scale: NTS
Project No: 20-0022
Designed By: EWL
Drawn By: EWL

C-6



- NOTES:
1. ALL CUT SLOPES TO BE COVERED W/ 12 OZ GEOTEXTILE & D50=6" RIP-RAP.
 2. ALL WEAR SHEETS TO BE EXTRUSION WELDED.
 3. REFER TO PROJECT SPECIFICATIONS FOR GEOMEMBRANE LINER REQUIREMENTS.



BLACK DOLPHIN
Consulting, LLC

po box 2561 elko, nv 89803 ph 775 934 5114

DATE	DESCRIPTION	BY
3/15/20	ISSUED FOR REVIEW	EWL

CITY OF ELKO RUBY VIEW GOLF COURSE
IRRIGATION POND NO. 1
POND LINING
POND LINER WEAR SHEET PLAN

Scale: 1"=30'
Project No: 20-002
Designed By: EWL
Drawn By: EWL

CITY OF ELKO RUBY VIEW GOLF COURSE REUSE IRRIGATION POND NO. 2 POND LINING



PREPARED FOR:
CITY OF ELKO
1751 CITY OF ELKO
ELKO, NV 89801
ATTN: DALE JOHNSON

DRAWING INDEX

TITLE	AUTOCAD FILENAME	DRAWING NO.	REV
COVER SHEET	POND 2_DETAILS	C-1	0
SITE PLAN	POND 2_DETAILS	C-2	0
POND GRADING PLAN	POND 2_BASE	C-3	0
POND LINER SECTIONS & DETAILS	POND 2_DETAILS	C-4	0
POND PICTURES	POND 2_DETAILS	C-5	0
POND LINER WEAR SHEET PLAN	POND 2_WEAR SHEET	C-6	0

PREPARED BY:
BLACK DOLPHIN CONSULTING
POST OFFICE BOX 2561
ELKO, NV 89803
775.934.5114

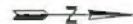
BLACK DOLPHIN
Consulting, LLC
PO Box 2561 Elko, NV 89803
ph 775.934.5114

MARK	DATE	DESCRIPTION	BY
0	5/15/20	ISSUED FOR CONSTRUCTION	EWL

CITY OF ELKO RUBY VIEW GOLF COURSE
REUSE IRRIGATION POND NO. 2
POND LINING
COVER SHEET

Scale:	NTS
Project No:	20-017
Designed By:	EWL
Drawn By:	EWL

C-1



C-2

Scale: NTS
 Project No. 20-017
 Designed By: EWL
 Drawn By: EWL

CITY OF ELKO RUBY VIEW GOLF COURSE
 REUSE IRRIGATION POND NO. 2
 POND LINING
 SITE PLAN

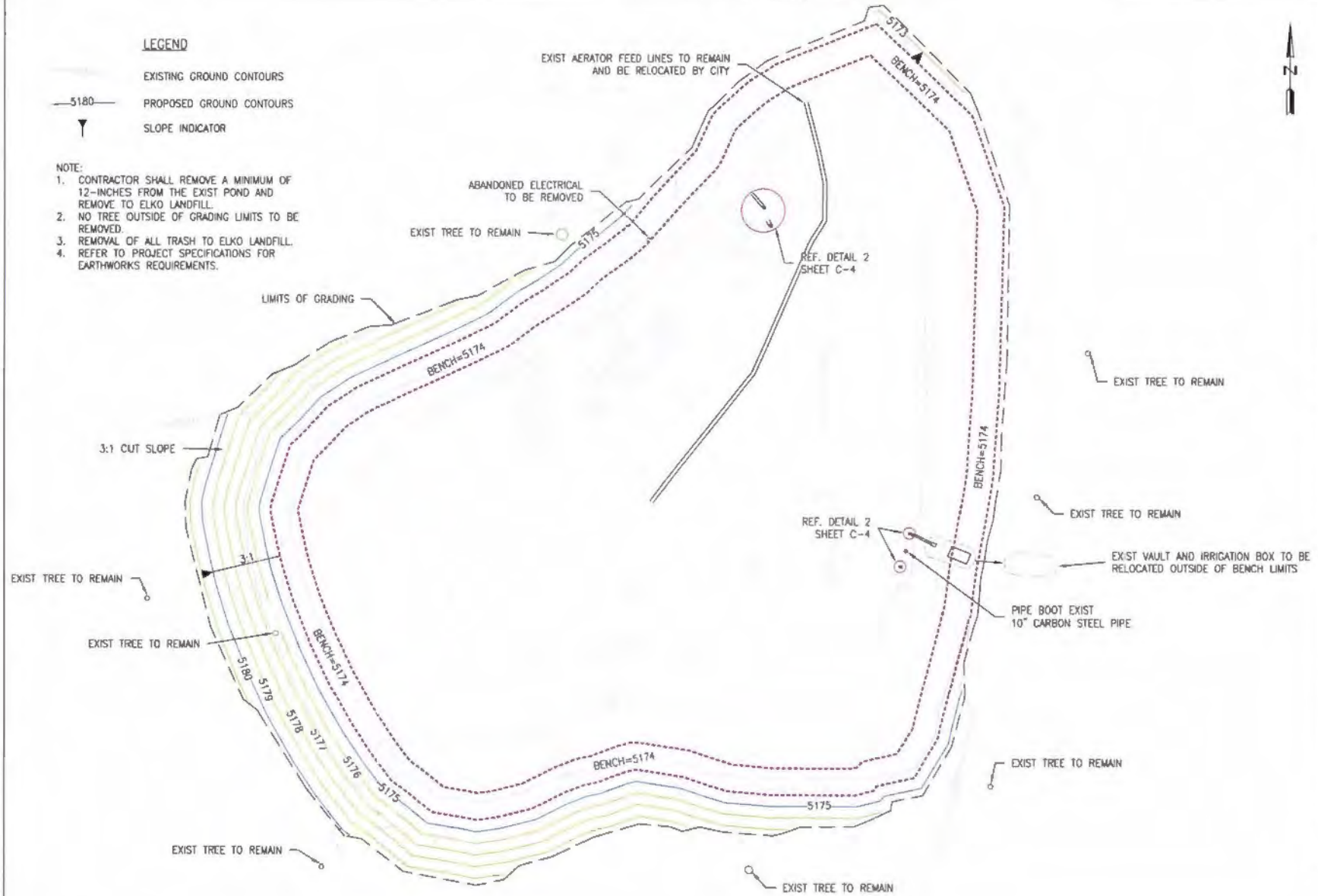
MARK	DATE	DESCRIPTION	BY
0	5/15/20	ISSUED FOR CONSTRUCTION	EWL

BLACK DOLPHIN
 Consulting, LLC

po box 2561 elko, nv 89803 ph 775.934.5114

EXISTING GROUND CONTOURS
PROPOSED GROUND CONTOURS
SLOPE INDICATOR

- NOTE:
1. CONTRACTOR SHALL REMOVE A MINIMUM OF 12-INCHES FROM THE EXIST POND AND REMOVE TO ELKO LANDFILL.
 2. NO TREE OUTSIDE OF GRADING LIMITS TO BE REMOVED.
 3. REMOVAL OF ALL TRASH TO ELKO LANDFILL.
 4. REFER TO PROJECT SPECIFICATIONS FOR EARTHWORKS REQUIREMENTS.



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Consulting, LLC

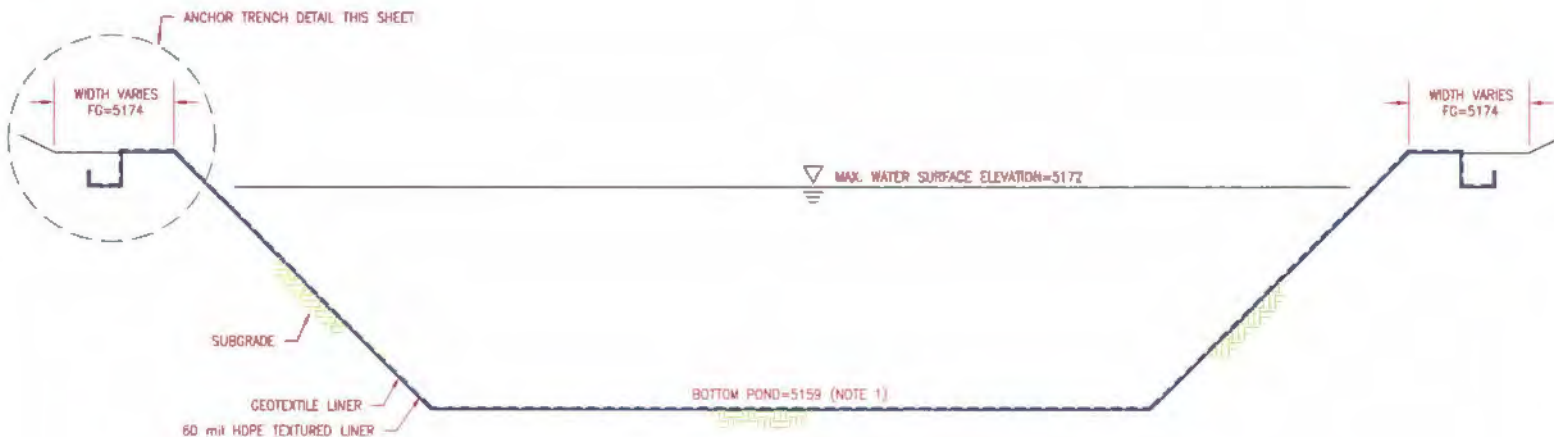
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CITY OF ELKO RUBY VIEW GOLF COURSE
REUSE IRRIGATION POND NO 2
POND LINING
GRADING PLAN

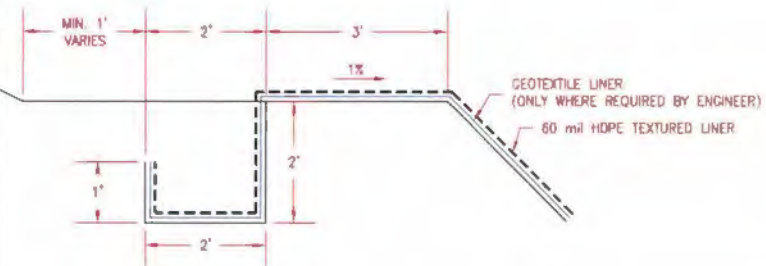
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Project No:	20-017
Designed By:	EWL
Drawn By:	EWL

C-3

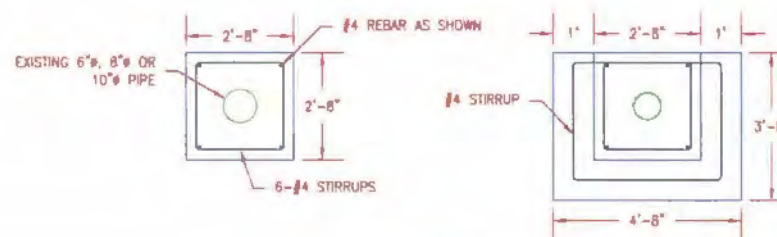
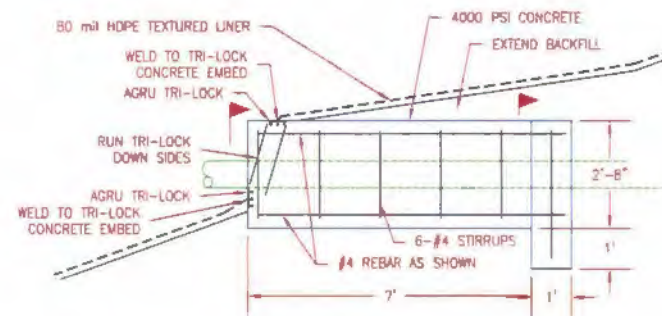
po box 2561 elko, nv 89803 ph 775.934.5114



NOTES:
1. TO BE BACKFILLED IF OVEREXCAVATED.



ANCHOR TRENCH DETAIL



DETAIL 2 / C-3

MARK	DATE	DESCRIPTION	BY
0	5/15/20	ISSUED FOR CONSTRUCTION	EWL

CITY OF ELMO RUBY VIEW GOLF COURSE
REUSE IRRIGATION POND NO 2
POND LINING
POND LINER SECTIONS & DETAILS

Scale: NTS
Project No: 20-017
Designed By: EWL
Drawn By: EWL

C-4

BLACK DOLPHIN
Consulting, LLC

po box 2561 elko, nv 89803 ph 775 934 5114



6" FLOW METER



ABANDONED ELECTRICAL OUTLET
TO BE REMOVED



EXIST. 8" AND 10" PIPES



EXISTING CONCRETE VAULT, PIPES AND VALVE BOX



VIEW OF THE POND - SOUTHWEST SIDE



EXIST. INFLUENT, FLOAT & EFFLUENT PIPES AND VALVE BOX



INSIDE OF THE CONCRETE VAULT



VIEW OF THE POND - SOUTH SIDE

MARK	DATE	DESCRIPTION	BY
0	5/15/20	ISSUED FOR CONSTRUCTION	EWL

BLACK DOLPHIN
Consulting, LLC

po box 2561 elko, nv 89803 ph 775 934 5114

CITY OF ELKO RUBY VIEW GOLF COURSE
REUSE IRRIGATION POND NO 2
POND LINING
POND PICTURES

C-5

Scale:	NTS
Project No.:	20-017
Designed by:	EWL
Drawn by:	EWL

NOTES:

1. ALL WEAR SHEETS TO BE EXTRUSION WELDED.
2. REFER TO PROJECT SPECIFICATIONS FOR GEOMEMBRANE LINER REQUIREMENTS.



MARK	DATE	DESCRIPTION	BY
0	5/15/20	ISSUED FOR REVIEW	EWL

CITY OF ELMO RUBY VIEW GOLF COURSE
 REUSE IRRIGATION POND NO 2
 POND LINING
 POND LINER WEAR SHEET PLAN

Scale: 1"=24'
 Project No: 20-017
 Designed By: EWL
 Drawn By: EWL

C-6

BLACK DOLPHIN
 Consulting, LLC

po box 2561 elmo, nv 89803
 ph 775.934.5114

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, discussion, and possible approval for the Fire Department to begin the purchasing portable radios, programming software, and accessories for the Fire Department and Police Department for the amount of \$321,764.70, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 9, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **The City of Elko Fire and Police Department's would like the approval to purchase 100 portable radios, programing software and accessories. The new radios will be purchased from Sierra Electronics, at the price of \$321,764.70. The benefits to the new radios is that it replaces outdated and past shelf life radios. In addition, it will enhance the interoperability between the two agencies and allow them to communicate on emergency scenes which is a function only a select few radios have. JS**
6. Budget Information:

Appropriation Required: \$321,764.70
Budget amount available: \$321,765.00
Fund name: Capitol Equipment
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Recommend approval for the Fire and Police Department to purchase a 100 portable radios, programming software and accessories from Sierra Electronics for the amount of \$321,764.70**
10. Prepared By: **Jack Snyder, Deputy Fire Chief**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: jsnyder@elkocitynv.gov
Jack Snyder, Deputy Fire Chief

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible authorization for Staff to solicit bids for the Elko City Swimming Pool Re-Roofing Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 9, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **The Re-Roofing Project for the Elko City Pool is ready to go out to bid as the design, engineering, and bid documents have all been completed. Construction will begin in the late Summer of 2020, and be completed in the Fall of 2020. JW**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **Ad Valorem Fund**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Engineers Estimate for Re-Roofing Project**
9. Recommended Motion: **Authorization for Staff to solicit bids for the Elko City Swimming Pool Re-Roofing Project**
10. Prepared By: **James Wiley, Director of Parks and Recreation**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

Engineers Estimate (Prevailing Wage)

Client: City of Elko

Project Address: 1501 College Avenue, Elko, Nevada

Project Description: Municipal Swimming Pool 2020 Ceiling/Roof Repair Project

Description	Units	Unit Price	Cost	Markup	Total
<u>Division 1 - General Requirements</u>					
Terry's Porta Toilets	2	\$85.00	\$170.00	\$51.00	\$221.00
Building Permit (City of Elko)	1	\$1,000.00	\$1,000.00		\$1,000.00
Tools	4	\$250.00	\$1,000.00		\$1,000.00
Fuel (Days)	14	\$83.75	\$1,172.50		\$1,172.50
Mobilization	1	\$1,500.00	\$1,500.00		\$1,500.00
Demobilization	1	\$1,500.00	\$1,500.00		\$1,500.00
Trucks (2 Total)	14	\$200.00	\$2,800.00		\$2,800.00
<u>Division 2 - Site Construction</u>					
Demolition (Removal of Existing Ceiling)	10804	\$1.00	\$10,804.00		\$10,804.00
Scaffolding Assembly & Rental	30	\$300.00	\$9,000.00		\$9,000.00
Dump Fees (Building Material Tons)	30	\$34.00	\$1,020.00		\$1,020.00
<u>Division 3 - Concrete</u>					
<u>Division 4 - Masonry</u>					
<u>Division 5 - Metals</u>					
Roof Vents	24	\$150.00	\$3,600.00	\$360.00	\$3,960.00
<u>Division 6 - Woods & Plastics</u>					
Mechanical Vent Repair Framing	1	\$1,000.00	\$1,000.00	\$300.00	\$1,300.00
OSB Sheathing	15	\$20.00	\$300.00	\$90.00	\$390.00
<u>Division 7 - Thermo & Moisture</u>					
Roofing Felt or Underlayment	1241	\$1.00	\$1,241.00	\$372.30	\$1,613.30
Asphalt Shingles	966	\$5.00	\$4,830.00	\$1,449.00	\$6,279.00

Rolled Roofing	275	\$5.00	\$1,375.00	\$412.50	\$1,787.50
Existing Roofing Demolition	1241	\$2.00	\$2,482.00	\$744.60	\$3,226.60

Division 8 - Doors & Windows

Units	Unit Price	Cost	Markup	Total
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Division 9 - Finishes

Units	Unit Price	Cost	Markup	Total	
Interior Paint Labor/Material	6324	\$10.00	\$63,240.00	\$18,972.00	\$82,212.00

Division 10 - Specialties

Units	Unit Price	Cost	Markup	Total
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Division 11 - Equipment

Units	Unit Price	Cost	Markup	Total	
All Terrain Fork Lift (Week Rental)	1	1,679.00	\$1,679.00	\$167.90	\$1,846.90
Scissor Lift (Week Rental)	6	\$289.00	\$1,734.00	\$173.40	\$1,907.40
Delivery & Pickup Charge Each	2	\$458.00	\$916.00	\$91.60	\$1,007.60

Division 12 - Furnishings

Units	Unit Price	Cost	Markup	Total
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Division 13 - Special Construction

Units	Unit Price	Cost	Markup	Total
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Division 14 - Conveying Systems

Units	Unit Price	Cost	Markup	Total
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Division 15 - Mechanical

Units	Unit Price	Cost	Markup	Total
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Division 16 - Electrical

Units	Unit Price	Cost	Markup	Total
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General Contractor Labor

Hours	Rate	Total	Taxes/Ins.	Total	
Foreman (Assumed 6 Weeks - 40 Hours/Week)	240	\$57.56	\$13,814.40	\$3,453.60	\$17,268.00
Carpenter (Assumed 6 Weeks - 40 Hours/Week)	240	\$52.36	\$12,566.40	\$3,141.60	\$15,708.00
Carpenter (Assumed 6 Weeks - 40 Hours/Week)	240	\$52.36	\$12,566.40	\$3,141.60	\$15,708.00
Laborer (Assumed 6 Weeks - 40 Hours/Week)	240	\$43.08	\$10,339.20	\$2,584.80	\$12,924.00
Laborer (Assumed 6 Weeks - 40 Hours/Week)	240	\$43.08	\$10,339.20	\$2,584.80	\$12,924.00

Unit	Unit Price	Cost	Markup	Total
		\$171,989.10	\$38,090.70	\$210,079.80

Total Cost

<u>Administration, Management & Insurance</u>	171.9891	\$93.00	\$15,994.99	\$15,994.99
<u>Profit</u>	\$226,074.79	0.1	\$22,607.48	\$22,607.48
<u>Total Project Cost</u>				<u>\$248,682.26</u>
<u>Total Project Profit</u>				<u>\$60,698.18</u>
<u>% Profit of Total Project Cost</u>				<u>24.41%</u>
<u>Total Project Cost w/ Contengency</u>		1.15		<u>\$285,984.60</u>

<u>Alternative Items</u>	Units	Unit Price	Cost	Markup	Total
Roofing Felt or Underlayment	9260	\$1.00	\$9,260.00	\$2,778.00	\$12,038.00
Asphalt Shingles Remaining Covered Pool	5420	\$5.00	\$27,100.00	\$8,130.00	\$35,230.00
Asphalt Shingles Office Area	3840	\$5.00	\$19,200.00	\$5,760.00	\$24,960.00
Asphalt Shingles Covered Pool Demolition	5420	\$1.00	\$5,420.00	\$1,626.00	\$7,046.00
Asphalt Shingles Office Area Demolition	3840	\$1.00	\$3,840.00	\$1,152.00	\$4,992.00
<u>Alternative Items Total Cost</u>			<u>\$64,820.00</u>	<u>\$19,446.00</u>	<u>\$84,266.00</u>

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible acceptance of a Deed of Dedication from the City of Elko to the City of Elko for a permanent non-exclusive Right of Way, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 9, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **2 Minutes**
5. Background Information: **TG Sheppard 1995 Family Limited Trust deeded the parcel referenced in Exhibit B as APN 001-710-074 and Franzoia Anacabe Family Limited Partnership deeded the parcel referenced in Exhibit B as APN 001-710-075 to the City of Elko. City Council approved a corrective deed from the property owners at their February 11, 2020 meeting and they were recorded with the Elko County Recorder on March 17, 2020. The deed of dedication will dedicate the parcel as right of way for the extension of W. Front Street and Motz Lane. CL**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available:
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Deed of Dedication, Exhibit A, Exhibit B**
9. Recommended Motion: **Move to accept Deed of Dedication**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

APN 001-690-001
APN 001-710-074
APN 001-710-075

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

DEED OF DEDICATION

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

W I T N E S S E T H:

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, 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 description attached hereto at **Exhibit A** and depicted on the map attached hereto at **Exhibit B**, for a public street and right-of-way, together with drainage rights associated therewith, and to construct, operate, add to, modify, maintain, and remove public utilities and other equipment, fixtures, apparatus, and improvements.

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

GRANTOR:

THE CITY OF ELKO, NEVADA

By: _____
REECE KEENER, MAYOR

STATE OF NEVADA)
) ss.
COUNTY OF ELKO)

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

NOTARY PUBLIC

ATTEST:

KELLY WOOLDRIDGE, CITY CLERK

Mail tax statement to:

City of Elko
1751 College Avenue
Elko, Nevada 89801

EXHIBIT A
STREET RIGHT OF WAY DEDICATED
BY THE CITY OF ELKO

May 19, 2020

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

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

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

Thence S 41° 49' 00" W, 620.31 feet to Corner No. 3;

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

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

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

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

Continued on Page 2

Street Right of Way Dedicated
By the City of Elko
Continued from Page 1

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

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

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

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

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

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

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

Thence S 68° 54' 20" W, 117.31 feet to Corner No. 15, a point being the most
Westerly Corner of Parcel 1, conveyed to Franzoia Anacabe Family Limited Partnership,
by deed recorded in the Office of the Elko County Recorder, Elko, Nevada, in Book 1038
at Page 854 of Elko County Official Records and also being the most Easterly Corner on
the Southerly Right of Way of West Front Street as dedicated on the Parcel Map for the
City of Elko, on file in the Office of the Elko County Recorder, Elko, Nevada, as File No.
408236;

Continued on Page 3

Street Right of Way Dedicated
By the City of Elko
Continued from Page 2

Thence N 38° 07' 40" W, 62.75 feet along the Northeasterly Line of said dedicated West Front Street, to Corner No. 16, a point being on the Northerly Right of Way of said dedicated West Front Street and also being the most Southerly Corner of Parcel 2, conveyed to Franzoia Anacabe Family Limited Partnership, by deed recorded in the Office of the Elko County Recorder, Elko, Nevada, in Book 1038 at Page 854 of Elko County Official Records;

Thence N 68° 54' 20" E, 135.69 feet along the Southerly Line of said Franzoia Anacabe Family Limited Partnership Parcel 2 to Corner No. 17, a point being on the said Northwesterly Line of Franzoia Anacabe Family Limited Partnership Parcel 1;

Thence from a tangent bearing N 68° 54' 20" E, on a curve to the left with a radius of 974.67 feet, through a central angle of 27° 05' 20", for an arc length of 460.81 feet to Corner No. 18;

Thence N 41° 49' 00" E, 620.31 feet to Corner No. 19, a point being on the said Northeasterly Line of T. G. Sheppard Parcel;

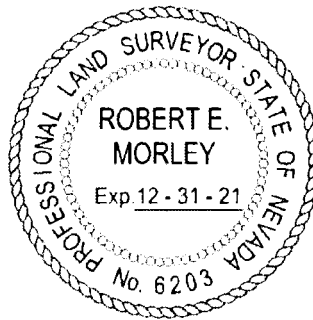
Thence S 48° 11' 00" E, 30.00 feet along the said Northeasterly Line of T. G. Sheppard Parcel to Corner No. 1, the point of beginning, containing 2.070 acres, more or less.

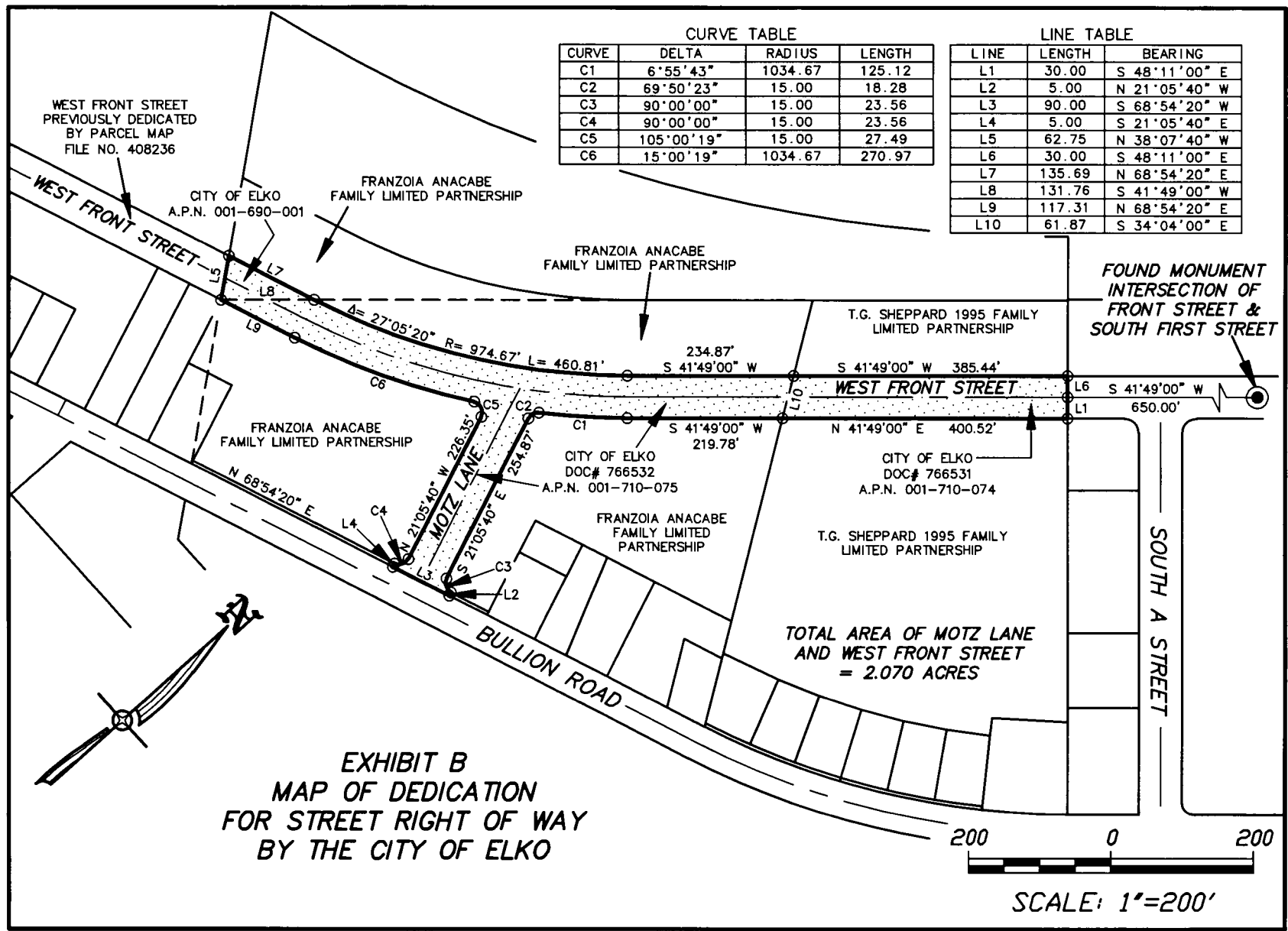
Continued on Page 4

Street Right of Way Dedicated
By the City of Elko
Continued from Page 3

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

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





CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	6°55'43"	1034.67	125.12
C2	69°50'23"	15.00	18.28
C3	90°00'00"	15.00	23.56
C4	90°00'00"	15.00	23.56
C5	105°00'19"	15.00	27.49
C6	15°00'19"	1034.67	270.97

LINE TABLE		
LINE	LENGTH	BEARING
L1	30.00	S 48°11'00" E
L2	5.00	N 21°05'40" W
L3	90.00	S 68°54'20" W
L4	5.00	S 21°05'40" E
L5	62.75	N 38°07'40" W
L6	30.00	S 48°11'00" E
L7	135.69	N 68°54'20" E
L8	131.76	S 41°49'00" W
L9	117.31	N 68°54'20" E
L10	61.87	S 34°04'00" E

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to approve and provide for the recordation of a boundary line adjustment between the City of Elko and Franzoia Anacabe Family Limited Partnership, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 9, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **A previous deed for this conveyance was recorded February 13, 1996 in book 926 page 459. At that time, no map was filed in support of the boundary line adjustment as required by Nevada Revised Statutes. This BLA is the final step in correcting and or clarifying the intent of the parties involved in the original conveyance. CL**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available:
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Deed, Legal Description and BLA Map**
9. Recommended Motion: **Move to approve the boundary line adjustment between City of Elko and Franzoia Anacabe Family Limited Partnership.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7119

CITY OF ELKO
ADMINISTRATIVE ACTION
BOUNDARY LINE ADJUSTMENT NO. 1-20

Date: May 29, 2020

WHEREAS, an application for boundary line adjustment has been filed by City of Elko for a portion of property identified as formerly APN 001-710-063 to be included in property identified formerly as APN 001-710-010.

WHEREAS, the City Planning Department has reviewed the application for conformance with existing zoning, easements, etc. and that this administrative action was requested to make the parcel areas conform to parcel configurations; and

NOW THEREFORE, it is hereby determined that Boundary Line Adjustment No. 1-20 filed by City of Elko as shown on the Boundary Line Adjustment Record of Survey Map as submitted by High Desert Engineering is approved.

The applicant is advised of the right to appeal this administrative decision to the Planning Commission within thirty (30) days of the date of approval stated above.

Cathy Laughlin
City Planner

APN: a portion of 001-710-070

After Recordation Return To:

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

DEED AND BOUNDARY LINE ADJUSTMENT

This Deed and Boundary Line Adjustment is hereby made and entered into this ____ day of June 2020, by and between the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada (hereinafter referred to as "Grantor"), and **FRANZOIA ANACABE FAMILY LIMITED PARTNERSHIP**, a Nevada limited partnership (hereinafter referred to as "Grantee").

W I T N E S S E T H :

WHEREAS, Grantor is the owner of the property situate in the City of Elko, Elko County, more particularly described on **Exhibit A** attached hereto and the map recorded with the Elko County Recorder as Document No. _____, both being made a part hereof by this reference;

WHEREAS, Grantor and Grantee desire to adjust the boundary lines of their two parcels of real property by transferring the Parcel described in **Exhibit A** and shown on the map recorded with the Elko County Recorder as Document No. _____, for reasons more fully set forth in Note 4 of the map at recorded with the Elko County Recorder as Document No. _____.

NOW, THEREFORE, Grantor does by these presents grant, bargain, sell and convey unto Grantee, and to Grantee's successors and assigns, forever, the property located in the City of Elko, County of Elko, State of Nevada, more particularly described on **Exhibit A** and shown on the map recorded with the Elko County Recorder as Document No. _____;

SUBJECT TO any and all exceptions, reservations, restrictions, restrictive covenants, assessments, easements, rights and rights-of-way existing or of record;

TOGETHER WITH any improvements situate thereon that are not within Grantor's utility easement on the property;

TOGETHER WITH all tenements, hereditaments and appurtenances thereunto

belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said Grantee, and unto its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has executed this Deed and Boundary Line Adjustment the day and year first herein above written.

GRANTOR:

CITY OF ELKO

By: _____
REECE KEENER, MAYOR

STATE OF NEVADA)
 : ss.
COUNTY OF ELKO)

This instrument was acknowledged before me on this ____ day of June 2020, by Reece Keener, as City of Elko Mayor, on behalf of said entity, as therein named.

NOTARY PUBLIC

RECEIVED

MAY 27 2020

EXHIBIT A
BOUNDARY LINE ADJUSTMENT
CITY OF ELKO TO FRANZOIA ANACABE FAMILY LIMITED PARTNERSHIP
May 20, 2020

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

Commencing at the monument at the centerline intersection of Front Street and South First Street, a point from which the monument at the centerline intersection of Front Street and South Third Street bears N 41° 49' 00" E, 686.21 feet, thence S 41° 49' 00" W, 1042.98 feet along the centerline of West Front Street to a point, thence N 34° 04' 00" W, 141.18 feet to a point being the most Northerly Corner of Parcel 1 as conveyed to Franzoia Anacabe Family Limited Partnership, by deed recorded in the Office of the Elko County Recorder, Elko, Nevada, in Book 1038 at Page 854, Elko County Official Records, thence S 41° 49' 00" W, 261.70 feet along the Northwesternly Line of said Parcel 1 to Corner No. 1, the True Point of Beginning;

Thence continuing S 41° 49' 00" W, 443.90 feet along the said the Northwesternly Line of Parcel 1 to Corner No. 2, point being on the Northwesternly Right of Way of said West Front Street;

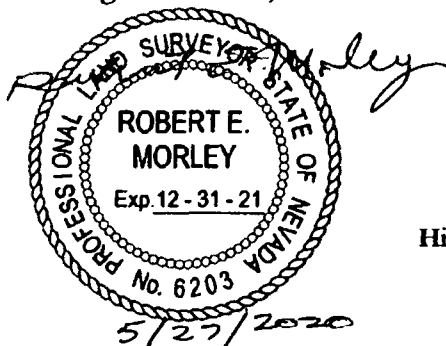
Thence S 68° 54' 20" W, 135.69 feet along the said Northwesternly Right of Way of West Front Street to Corner No. 3;

Thence N 38° 07' 40" W, 111.85 feet to Corner No. 4;

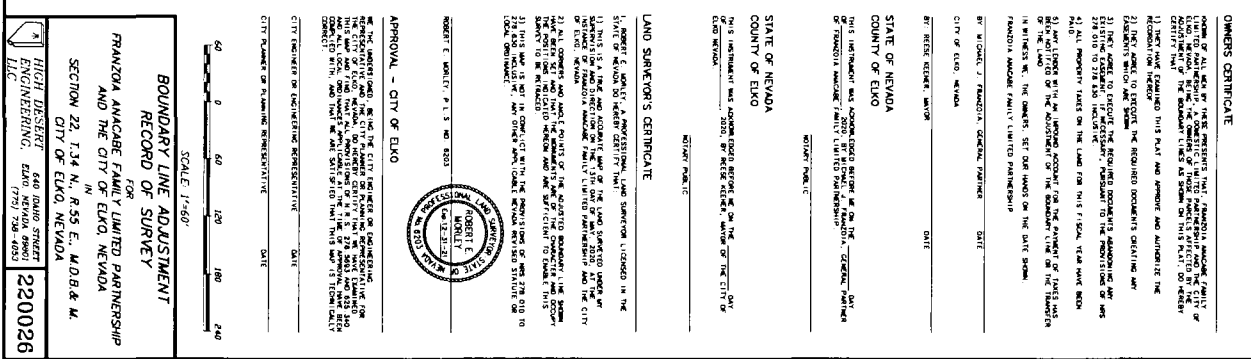
Thence N 68° 54' 20" E, 168.50 feet to Corner No. 5;

Thence from a tangent bearing N 68° 54' 20" E, on a curve to the left with a radius of 867.76 feet, through a central angle of 27° 05' 20", for an arc length of 410.27 feet to Corner No. 1, the point of beginning, containing 0.708 acres, more or less.

Prepared by Robert E. Morley, PLS
640 Idaho Street



High Desert Engineering
Elko, NV 89801



**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Revocable Permit No. 2-20, filed by Scott and Leslie Rangel, to occupy one foot of the alley Right-of-Way adjacent to their parcel located at 902 Court Street to accommodate required off-street parking, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 9, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The applicant is repurposing the existing building at 902 Court Street to be a professional office space. The property has been vacant for more than 12 months and therefore lost all legal non-conforming status. Off street parking is required and due to the location of the existing ramp and structure, the 20' deep parking stall encroaches into the public alley right-of-way by one foot. CL**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **License agreement, Staff Report, and Application**
9. Recommended Motion: **Conditionally Approve Revocable Permit No. 2-20 subject to the one condition listed in Staff report dated June 1, 2020, and execution of a Standard License Agreement between the applicant and the City of Elko.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Scott and Leslie Rangel
426 Cottonwood Drive
Elko, NV 89801**

EXHIBIT A
AREA FOR REVOCABLE PERMIT TO OCCUPY CITY OF ELKO PROPERTY
FOR
SCOTT RANGEL AND LESLIE RANGEL

A parcel of land located in Section 15, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Nevada, being a portion of the alley adjacent to Lot 11 and Lot 12, Block 7, as shown on the Official Map of the Town of now City of Elko, Nevada, on file in the Office of the Elko County Recorder, Elko, Nevada more particularly described as follows:

Commencing at the most Southerly Corner of said Lot 12, thence N 41° 58' 12" E, 4.22 feet along the Southeasterly Line of said Lot 12 to Corner No. 1, the True Point of Beginning;

Thence continuing N 41° 58' 12" E, 43.00 feet along the Southeasterly Line of said Lot 11 and Lot 12 to Corner No. 2;

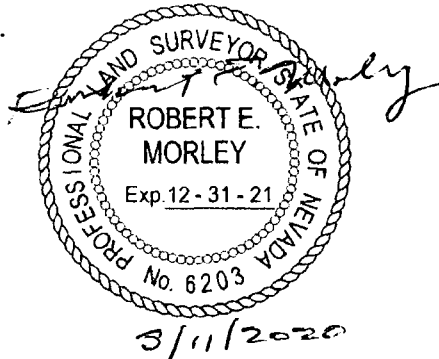
Thence S 48° 01' 48" E, 1.00 feet to Corner No. 3;

Thence S 41° 58' 12" W, 43.00 feet to Corner No. 4;

Thence N 48° 01' 48" W, 1.00 feet to Corner No. 1, the point of beginning, containing 43 square feet, more or less.

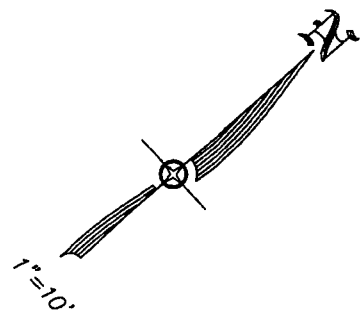
Reference is hereby made to Exhibit B, Map of Area for Revocable Permit to Occupy City of Elko Property for Scott Rangel and Leslie Rangel, attached hereto and made a part hereof.

The Basis of Bearing for the above described parcel is the line between the monuments at the centerline street intersections at 9th Street and Court Street and 11th Street and Court Street taken as N 41° 58' 12" E.



Prepared by Robert E. Morley
High Desert Engineering

640 Idaho Street
Elko, Nevada 89801



NINTH STREET

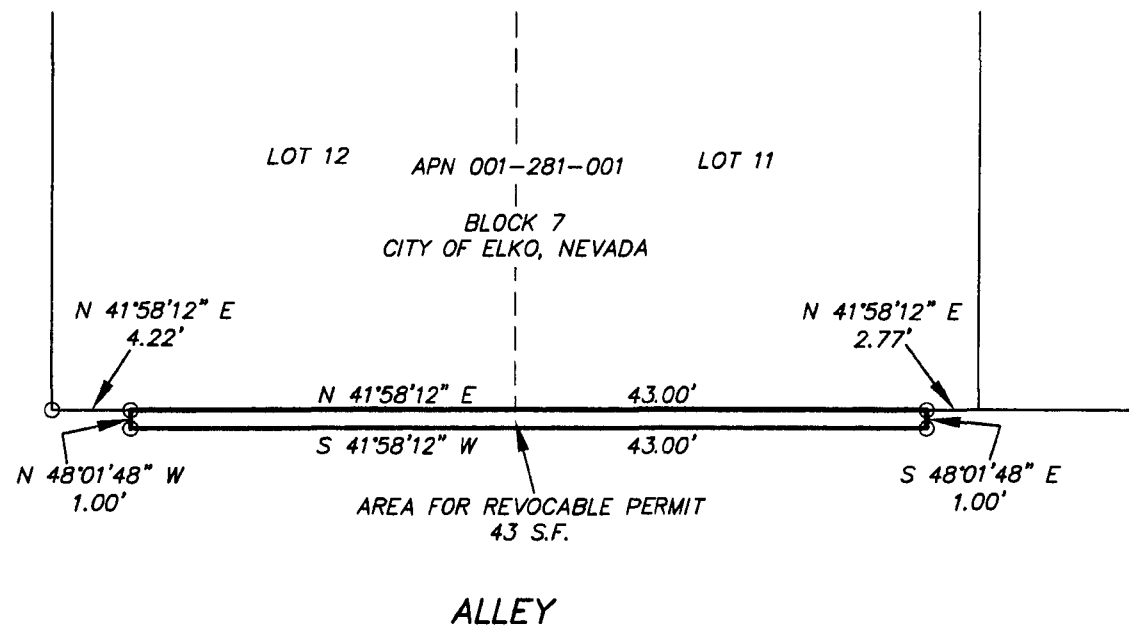
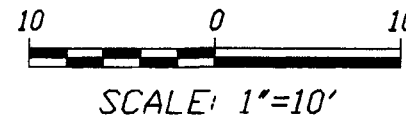


EXHIBIT B
MAP OF AREA
FOR REVOCABLE PERMIT
TO OCCUPY CITY OF ELKO PROPERTY
FOR
SCOTT RANGEL AND LESLIE RANGEL





CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

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

APPLICATION FOR REVOCABLE PERMIT TO OCCUPY CITY OF ELKO PROPERTY

APPLICANT(s): Scott Rangel and Leslie Rangel

MAILING ADDRESS: 426 Cottonwood Drive, Elko Nevada 89801

PHONE NO (Home) 702-271-3942 **(Business)** N/A

NAME OF PROPERTY OWNER (If different): Same

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

MAILING ADDRESS: Same

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

ASSESSOR'S PARCEL NO.: 001-281-001

Address 902 Court Street Elko, Nevada, 89801

APPLICANT'S REPRESENTATIVE OR ENGINEER: Lana L. Carter, P.E., Carter Engineering, LLC.

FILING REQUIREMENTS:

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

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

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

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

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

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

Describe the proposed use of the property: _____

The existing structure is to be used for an office space for mental health counseling.

The proposed three off street parking spaces and one van accessible space from the alley encroach into the alley one foot. The one foot encroachment is behind the existing power poles and will not interfere with the use or drainage of the alley.

(Dimensions) 43 _____ feet X 1 _____ feet (Attach Plot Plan)

(Use additional pages if necessary to address the question)

This area intentionally left blank,

THE APPLICANT HEREBY AGREES TO COMPLY WITH THE FOLLOWING:

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

Applicant / Agent Leslie Rangel
(Please print or type)

Mailing Address 426 Cottonwood Drive
Street Address or P.O. Box
Elko, Nevada 89801
City, State, Zip Code

Phone Number: 702-271-3942

Email address: lrangellcsw@gmail.com

SIGNATURE: Leslie Rangel

FOR OFFICE USE ONLY

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



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

CITY OF ELKO STAFF REPORT

REPORT DATE:	June 1, 2020
CITY COUNCIL MEETING DATE:	June 9, 2020
APPLICATION NUMBER:	Revocable Permit 2-20
APPLICANT:	Scott and Leslie Rangel
PROJECT DESCRIPTION:	902 Court Street
RELATED APPLICATIONS:	CUP 2-20 & VAR 2-20

A Revocable Permit allowing required off street parking to encroach within public right-of-way along the alley behind 902 Court Street.



STAFF RECOMMENDATION:

RECOMMEND APPROVAL, subject to findings of fact and conditions as stated in this report.

PROJECT INFORMATION

PARCEL NUMBER: 001-281-001

PROPERTY SIZE: 5,000 sq. ft.

EXISTING ZONING: (RO) Residential Office District

MASTER PLAN DESIGNATION: Mixed Use Downtown

EXISTING LAND USE: Previously Retail, CUP 2-20 application submitted for professional office

NEIGHBORHOOD CHARACTERISTICS:

- The property is surrounded by:
 - Northeast: (RO) Residential Office / Developed
 - Northwest: (R) Single Family and Multiple Family Residential / Developed
 - Southeast: (C) General Commercial / Developed
 - Southwest: (C) Commercial / Developed

PROPERTY CHARACTERISTICS:

- The property is developed.
- The property fronts Court Street and 9th Street.
- Access to the property for parking is off the alley at the rear of the parcel.

MASTER PLAN AND CITY CODE SECTIONS:

Applicable Master Plan Sections, Coordinating Plans and City Code Sections are:

- City of Elko Master Plan – Land Use Component
- City of Elko Master Plan – Transportation Component
- City of Elko Redevelopment Plan
- City of Elko Zoning – Section 3-2-5 Residential Zoning District
- City of Elko Zoning – Section 3-2-17 Traffic, Access, Parking and Loading Regulations

BACKGROUND:

- The parcel is identified as APN 001-281-001.
- The applicant is the property owner.
- There is an approved Conditional Use Permit 4-03 approved by Planning Commission on June 4, 2003. The approval was for the use and operation of a retail and service establishment. The applicant has applied for a new CUP 2-20 for a proposed use as a professional office which the application will be heard concurrent with this application.
- The property was approved a zone amendment application from R to RO on June 18, 1996.
- The property is located at the intersection of Court Street and 9th Street.
- The area of the parcel is approximately 5,000 square feet.
- The existing structure encroaches into the interior, exterior side yard and front yard

setbacks. The applicant has applied for a variance VAR 2-20 for the non-conforming issues. Planning Commission will hear the variance at their June 2, 2020 meeting.

- The property has been vacant since 2014. Any legal non-conforming uses are considered abandoned.
- The required off street parking for business uses is proposed to be provided off the alley and encroaches into the alley by 1 foot, therefore the application for a revocable permit for the one foot.
- ADA parking and accessible route is proposed from the off-street parking provided off the alley.

MASTER PLAN - Land Use:

Land use:

1. The Master Plan Land Use Atlas shows a portion of the area as Mixed Use Downtown.
2. Objective 2: Encourage revitalization and redevelopment of the downtown area to strengthen its role as the cultural center of the community
3. Objective 4: Consider a mixed-use pattern of development for the downtown area, and for major centers and corridors, to ensure the area's adaptability, longevity, and overall sustainability.
4. Downtown Mixed Use: This land use designation includes land uses that are located in or close to the historic downtown area. The area will capitalize on the existing fabric of the downtown and its walkable grid system. Mixed-use allows for a variety of land uses, and configurations. Housing or office use may be located within the same structure, with retail use primarily on the first floor.

The proposed use of the property with possible approvals of CUP application 2-20 and variance application 2-20 are in conformance with the Land Use Component of the Master Plan.

ELKO REDEVELOPMENT PLAN:

1. The property is located within the redevelopment area. The proposed use supports several objectives in the redevelopment plan. The more important objective being repurposing of buildings and/or properties and thereby eliminating blight in the area and increasing economic activity in the area.

The proposed revocable permit and repurposing the property and structure conforms to the Redevelopment Plan.

SECTION 3-2-5 RESIDENTIAL ZONING DISTRICT:

1. The property has several non-conforming issues with the existing zone of RO-Residential Office. The applicant has applied for a variance 2-20 to address the non-conformance.
2. A CUP is required for the proposed use to be allowed in the RO zoning district. CUP 2-20 will be heard by the Planning Commission at their June 2, 2020 meeting.

Approval of Variance 2-20 is required for the property to be in conformance with Section 3-2-5 of city code.

SECTION 3-2-17, TRAFFIC, ACCESS, PARKING, AND LOADING REQUIREMENTS

Generally all required parking provided for use by a property shall be located off-street and shall be set back from every lot line a sufficient distance to assure that no part of any parked vehicle will project over the lot line.

- Required parking for a Professional Office shall be 1 parking space per 300 square feet of useable floor area.
- Applicant is proposing 3 standard stalls, 1 ADA stall and access aisle.
- 3-2-17(D)2 states that no required off street parking space shall be located in a required front yard or interior side yard. The applicant is proposing parking off the rear of the property and will encroach into interior and exterior side yards. A variance will be required for the parking to be approved in the interior side yard setback.

Approval of Revocable Permit 2-20 and Variance 2-20 is required for the proposed parking to be in conformance with Section 3-2-17 of city code.

FINDINGS

1. The proposed use of the property with possible approvals of CUP application 2-20 and Variance application 2-20 are in conformance with the Land Use Component of the Master Plan.
2. The property is located within the Redevelopment Area and in conformance with the Redevelopment Plan.
3. Approval of Variance 2-20 is required for the property to be in conformance with Section 3-2-5 of city code.
4. Approval of Revocable Permit 2-20 is required for the property to be in conformance with Section 3-2-17 of city code.

STAFF RECOMMENDATION:

Staff recommends this item be **APPROVED** subject to the following conditions:

1. Approval of variance application 2-20 is required for the parking to encroach into the required interior and exterior side yard setbacks.

**REVOCABLE LICENSE AGREEMENT FOR NON-EXCLUSIVE
OCCUPANCY OF RIGHT-OF-WAY FOR OFF STREET PARKING**

THIS REVOCABLE LICENSE AGREEMENT FOR NON-EXCLUSIVE OCCUPANCY OF RIGHT-OF-WAY (hereinafter the "License Agreement") is made this ____ day of _____, 2020 (hereinafter the "Effective Date"), by and between the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, hereinafter called the "**City of Elko**," and **SCOTT AND LESLIE RANGEL**, on behalf of themselves, jointly and severally, and any contractors or subcontractors performing work on the project described herein.. **SCOTT AND LESLIE RANGEL** are hereinafter collectively called the "**Licensee**." The **City of Elko** and **Licensee** may be referred to individually as "Party" and collectively as the "Parties."

R E C I T A L S

A. **SCOTT AND LESLIE RANGEL** own real property located generally at 902 Court Street, Elko, Nevada; and

B. **SCOTT AND LESLIE RANGEL** intend to occupy the aforementioned real property for the purpose of operating a mental health counseling business; and

C. **Licensee** desires to place off street parking in the alley right-of-way, located generally on the southeast side of the parcel referred to as 902 Court Street, (hereinafter the "Right-of-Way"); and

D. The location and physical layout of the real property in relation to placement of the off street parking are more particularly described at **Exhibit A** and shown on the site plan attached at **Exhibit B**; and

E. **Licensee** has asked the **City of Elko** for permission to use a portion of the Right-of-Way for the purpose of placing the off street parking in the manner shown on the Application for Revocable Permit to Occupy City of Elko Property on file with the Elko City Planning Department; and

F. The license granted hereunder does not constitute a sale or lease of property subject to the requirements of NRS 268.059, *et. seq*;

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

The **City of Elko** grants to **Licensee**, jointly and severally, subject to the terms and conditions contained herein, a non-exclusive, revocable license to use the Right-of-Way for the purposes set forth in this License Agreement.

The Parties hereto further covenant and agree as follows:

1. **TERM:** The Term of this License Agreement shall be five (5) years, commencing on the Effective Date, subject to the termination rights set forth herein; *provided*, this License Agreement will automatically renew at the end of the initial term and each term thereafter for a further term of five (5) years unless any Party gives the other Parties written notice of termination at least thirty (30) days prior to the end of the relevant term.

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

3. **NOTICES:** Any and all notices or demands by or from the **City of Elko** to the **Licensee**, or from the **Licensee** to the **City of Elko** shall be in writing and served by certified mail. Service shall be conclusively deemed made forty-eight (48) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the party to who such notice or demand is to be given and the issuance of a receipt thereof. Any notice or demand to the **City of Elko** may be given to: City of Elko, 1751 College Avenue, Elko, Nevada 89801, or at such other place or places as shall be designated by the **City of Elko** from time to time. Any notice or demand to **Licensee** shall be mailed to:

Scott and Leslie Rangel
426 Cottonwood Drive
Elko, NV 89801

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

(a) **Licensee** shall have the license to enter upon and occupy the Right-of-Way to develop off street parking and related improvements, *provided*, **Licensee** must receive the prior consent of the **City of Elko** before entering upon the Right-of-Way and must thereafter act in accordance with its directions.

(b) **Licensee** shall be responsible for maintaining the parking and related improvements at all times, to include proper striping of parking spaces.

(c) **Licensee** shall maintain the Right-of-Way in a manner that is acceptable to the **City of Elko** at all times.

(d) **Licensee** shall secure any permits required in connection with the activities authorized hereunder and shall comply with all applicable Federal, state and local statutes, ordinances or regulations.

(e) **Licensee's** violation of any provision of this License Agreement, to include any violation of the Elko City Code, shall constitute immediate grounds for revocation of this License Agreement by the **City of Elko**.

(f) The aforementioned parking facilities and any improvements associated therewith shall be removed by **Licensee** upon request by the **City of Elko** within thirty (30) days of notice as provided herein in the event of revocation or termination hereof.

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

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

7. **TERMINATION:** Notwithstanding any other provision contained herein, the **City of Elko** may immediately revoke and terminate this License Agreement for any violation of the terms or conditions hereof prior to the expiration of the Term or any extension thereof; *provided*, either Party may terminate this License Agreement upon thirty (30) days' prior written notice to the other Party.

In the event of the termination of the license granted hereunder prior to the end of the Term, or upon notice for any other reason permitted hereunder, Licensee shall promptly, peaceably and quietly leave, surrender and yield to the **City of Elko** the Right-of-Way in good order, condition and repair, after performing all repairs to the site needed to return it to its prior condition.

8. **GENERAL COVENANTS:**

(a) **GOVERNING LAW.** It is agreed that this License Agreement shall be governed by, construed and enforced in accordance with the Laws of the State of Nevada.

(b) **MODIFICATION OF AGREEMENT.** Any modification of this License Agreement or additional obligation assumed by either party in connection with this License Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each Party.

(c) **ATTORNEY FEES.** In the event the either party is required to pursue any action to enforce any term or condition in this License Agreement and prevails in said action, then said party shall be entitled to reasonable attorney's fees and court costs from the other party.

(d) **ASSIGNMENT OF RIGHTS AND DUTIES.** Licensee may not assign its rights or duties under this License Agreement without the advance written consent by the **City of Elko** not to be unreasonably withheld. There is no restriction on assignment with respect to the **City of Elko**.

(e) **NO THIRD-PARTY BENEFICIARIES.** Except as expressly provided herein, this License Agreement shall not confer any rights or remedies upon any third party other than the respective successors and assigns of a Party.

(f) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations between the Parties, written or oral, to the extent they have related in any way to the right to conduct the activities contemplated hereby; *provided*, to the extent not inconsistent with this Agreement, all terms and conditions of the "Application for Revocable Permit to Occupy City of Elko Property" (**Exhibit A**), to include all representations of **Licensee**; and the site plan at **Exhibit B**, are incorporated herein by this reference.

(g) **FACSIMILE AND COUNTERPART SIGNATURES.** Facsimile and counterpart signatures shall have the same force and effect as original signatures or the signatures of all parties on the same document.

(h) **JURISDICTION AND VENUE.** The District Court for the Fourth Judicial District Court 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 License Agreement.

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

(j) **TIME.** Time is of the essence.

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

SCOTT RANGEL:

LESLIE RANGEL:

By: _____

By: _____

CITY OF ELKO:

By: _____
REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review and possible approval of the Enterprise Fleet Management Master Equity Lease Agreement between the City of Elko and Enterprise FM Trust, including Addendums and Open-End (Equity) Lease Quotes for six (6) vehicles, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 9, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **During the FY 2020/2021 Budget Process, the City Council approved moving forward with the lease of six (6) vehicles: 3 Ford Explorer Interceptors, 1 Chevrolet Tahoe, and 2 half-ton 4x4 crew cab pickup trucks. Upon approval of the Master Equity Lease Agreement and Addendums, Enterprise Fleet Management can order the vehicles. No money is due until the vehicles are delivered. CC**
6. Budget Information:

Appropriation Required: \$102,216.00 in FY2020/2021
Budget amount available: \$102,216.00
Fund name: Capital Equipment Fund; Airport Fund
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Enterprise Fleet Management Master Equity Lease Agreement between the City of Elko and Enterprise FM Trust, including Addendums; Open-End (Equity) Lease Quotes**
9. Recommended Motion: **Motion to approve the Enterprise Fleet Management Master Equity Lease Agreement between the City of Elko and Enterprise FM Trust, including Addendums and Open-End (Equity) Lease Quotes for six (6) vehicles.**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Ms. Phan Kaffka**
Enterprise Fleet Management
Phan.Kaffka@effects.com


FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM_____ Customer_____

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Elko

Signature: _____

By: Curtis Calder

Title: City Manager

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: Rich Murrell

Title: Fleet Management Director

Address: 6855 Bermuda Road

Las Vegas, NV 89119

Date Signed: _____, _____

Initials: EFM _____ Customer _____

enterprise
FLEET MANAGEMENT

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of June, 2020 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of June, 2020 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Elko ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 9 (c) of the Master Equity Lease Agreement is amended to add the following additional paragraph:

In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Nevada (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

City of Elko (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____


FLEET MANAGEMENT

SELF-INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage Only)

This Addendum is made to the Master Equity Lease Agreement dated _____ day of _____, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks covered by the Physical Damage insurance policy set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Physical Damage insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of Physical Damage insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Physical Damage insurance in the form of a Physical Damage insurance policy which complies in all respects, other than the amount of Physical Damage insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: City of Elko

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

By: Curtis Calder
Title: City Manager

By: Rich Murrell
Title: Fleet Management Director

Date Signed: _____

Date Signed: _____

GOVERNMENT CREDIT APPLICATION

Please complete all applicable items.

Company Name _____ Credit Applicant _____ Year Business Started _____
 Street Address _____ City _____ State _____ Zip _____
 E-mail _____ Phone # _____ Fax # _____
 Government Entity Type: ☐ State ☐ County ☐ City ☐ Other: _____
 Type of Business _____ Duns Number _____
 Parent Company or Affiliates(Name & Address): _____

PRIMARY CONTACT INFORMATION

Name _____ E-mail _____ Phone # _____
 Fleet Manager Address _____

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? ☐ Yes ☐ No
 Accountant Name _____ Email Address _____ Phone # _____

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) ☐ Audited ☐ Opinioned ☐ Internal
 Published Annual Reports ☐ Yes ☐ No
 Income Tax Returns (3 years) ☐ Yes ☐ No
 Other Items Included: _____
 Federal ID Number: _____
 Fiscal Year End (Month): _____

CURRENT VEHICLE SUPPLIER

Principal Suppliers	Phone #	E-mail Address	Acct #	# of Vehicles

Current Vehicle Supplier	Phone #	E-mail Address	Acct #	# of Vehicles
<input type="checkbox"/> Purchasing <input type="checkbox"/> Leasing <input type="checkbox"/> Finance				

INSURANCE

Company _____ Agent _____ Policy # _____ Exp. Date _____
 Street Address _____ City _____ State _____ Zip _____
 Phone # _____ Fax # _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name _____ FEIN _____
Street Address _____ City _____ State _____ Zip _____
Contact Name _____ Phone # _____ Fax # _____
Email Address _____

BANK INFORMATION

Bank Name _____ Checking Account Only _____
Street Address _____ City _____ State _____ Zip _____
Bank Contact Name _____ Phone # _____ Fax # _____
ABA / Routing Number: _____ Account Number: _____

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (<http://efmfleetaccess.efleets.com>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify

Print Name

Title

Signature

Company Name

Date

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract), because all or part of Credit Applicant's income derives from any public assistance program, or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.



Prepared For: City of Elko

Date 05/28/2020

AE/AM PND

Unit

Year 2020 Make Chevrolet Model Silverado 1500

Series Work Truck 4x4 Crew Cab 5.75 ft. box 147.4 in. WB

Vehicle Order Type Ordered Term 24 State NV Customer# 591041

\$ 30,024.25 Capitalized Price of Vehicle¹

\$ 0.00 * Sales Tax 0.0000% State NV

\$ 0.00 * Initial License Fee

\$ 0.00 * Registration Fee

\$ 1,559.00 Other: (See Page 2)

\$ 0.00 Capitalized Price Reduction

\$ 0.00 Tax on Capitalized Price Reduction

\$ 0.00 Gain Applied From Prior Unit

\$ 0.00 * Tax on Gain On Prior

\$ 0.00 * Security Deposit

\$ 0.00 * Tax on Incentive(Taxable Incentive Total : \$0.00)

\$ 31,583.25 Total Capitalized Amount (Delivered Price)

\$ 552.71 Depreciation Reserve @ 1.7500%

\$ 143.79 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²

\$ 696.50 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 0.00 Full Maintenance Program³ Contract Miles 0

Incl: # Brake Sets (1 set = 1 Axle) 0

\$ 0.00 Additional Services SubTotal

\$ 0.00 Sales Tax 7.1000%

State NV

\$ 696.50 Total Monthly Rental Including Additional Services

\$ 18,318.21 Reduced Book Value at 24 Months

\$ 400.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information**Driver Name****Exterior Color** (0 P) Summit White**Interior Color** (0 I) Jet Black w/Vinyl Seat Trim**Lic. Plate Type** Unknown**GVWR** 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.00 Per Mile

Tires 0

Loaner Vehicle Not Included

Quote based on estimated annual mileage of 5,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Elko**BY****TITLE****DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
3% MY increase for 2021	C	\$ 1,084.00
Courtesy Delivery Fee	C	\$ 350.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 1,559.00
Other Charges Total		\$ 1,559.00

**VEHICLE INFORMATION:**

2020 Chevrolet Silverado 1500 Work Truck 4x4 Crew Cab 5.75 ft. box 147.4 in. WB - US

Series ID: CK10543

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 36,614.10	\$ 38,100.00
Total Options	\$ 1,515.15	\$ 1,665.00
Destination Charge	\$ 1,595.00	\$ 1,595.00
Total Price	\$ 39,724.25	\$ 41,360.00

SELECTED COLOR:

Exterior: GAZ - (0 P) Summit White
Interior: H2G - (0 I) Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
A52	Front 40/20/40 Split-Bench Seat	Included	Included
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKO	Deep-Tinted Glass	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AU3	Power Door Locks	Included	Included
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
C49	Electric Rear-Window Defogger	Included	Included
C5W	GVWR: 7,000 lbs (3,175 kg)	STD	STD
CGN	Chevytec Spray-On Black Bedliner	\$ 495.95	\$ 545.00
DLF	Heated Power-Adjustable Outside Mirrors	Included	Included
GAZ_01	(0 P) Summit White	NC	NC
GRILL	Black Grille	Included	Included
GU6	3.42 Rear Axle Ratio	STD	STD
H2G_01	(0 I) Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K34	Electronic Cruise Control	Included	Included
KW7	170 Amp Alternator	Included	Included
LV3	Engine: 4.3L EcoTec3 V6	Included	Included
MYC	Transmission: Electronic 6-Speed Automatic w/OD	STD	STD
N33	Manual Tilt Wheel Steering Column	Included	Included
NP0	Single-Speed Transfer Case	Included	Included
PAINT	Solid Paint	STD	STD
PCV	WT Convenience Package	\$ 1,019.20	\$ 1,120.00
QBN	Tires: 255/70R17 AS BW	Included	Included
QBR	255/70R17 AS BW Spare Tire	Included	Included
QT5	EZ Lift Power Lock & Release Tailgate	Included	Included
RD6	Wheels: 17" x 8" Ultra Silver Painted Steel	Included	Included
STDSU	Heavy Duty Suspension	STD	STD
STDTM	Vinyl Seat Trim	Included	Included
UDC	3.5" Diagonal Monochromatic Display	Included	Included
V76	Front Frame-Mounted Black Recovery Hooks	Included	Included
VH6	Black (Semi-Gloss) Front Bumper	Included	Included
VJG	Black (Semi-Gloss) Rear Bumper	Included	Included
VK3	Front License Plate Kit	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Bed Liner: bed liner
Box Style: regular
Body Material: galvanized steel/aluminum body material
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Front Cupholder: front cupholder
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Speakers: 6 speakers
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Auto-levelling Headlights: auto-leveling headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge

Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Door Trim Insert: vinyl door panel trim
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 285-hp, 4.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual

FLEET
MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 4641378

Prepared For: City of Elko

Date 06/02/2020

AE/AM PND

Unit

Year 2021 Make Ford Model Police Interceptor Utility

Series Base All-wheel Drive

Vehicle Order Type Ordered Term 36 State NV Customer# 591041

\$ 64,884.87 Capitalized Price of Vehicle¹

\$ 0.00 * Sales Tax State NV

\$ 0.00 * Initial License Fee

\$ 0.00 * Registration Fee

\$ 475.00 Other: (See Page 2)

\$ 10,217.00 * Capitalized Price Reduction

\$ 0.00 * Tax on Capitalized Price Reduction

\$ 0.00 Gain Applied From Prior Unit

\$ 0.00 * Tax on Gain On Prior

\$ 0.00 * Security Deposit

\$ 0.00 * Tax on Incentive(Taxable Incentive Total : \$0.00)

\$ 55,142.87 Total Capitalized Amount (Delivered Price)

\$ 1,102.86 Depreciation Reserve @ 2.0000%

\$ 213.78 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²

\$ 1,316.64 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 0.00 Full Maintenance Program³ Contract Miles 0

Incl: # Brake Sets (1 set = 1 Axle) 0

\$ 0.00 Additional Services SubTotal

\$ 0.00 Sales Tax 7.1000%

State NV

\$ 1,316.64 Total Monthly Rental Including Additional Services

\$ 15,439.91 Reduced Book Value at 36 Months

\$ 400.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information**Driver Name**

Exterior Color (0 P) Oxford White

Interior Color (0 I) Charcoal Black w/Unique HD Cloth Front

Lic. Plate Type Unknown

GVWR 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.00 Per Mile

Tires 0

Loaner Vehicle Not Included

Quote based on estimated annual mileage of 20,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Elko

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc., provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**Aftermarket Equipment Total**

Description	(B)illed or (C)apped	Price
Vehicle Police Lightling Installation from Premier Vehicle Installation	C	\$ 18,932.87
4 Extra Keys (\$300 per key + \$75 Programming) = \$1,500	C	\$ 1,500.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 20,432.87
Aftermarket Equipment Total		\$ 20,432.87

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 350.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 475.00
Other Charges Total		\$ 475.00

**VEHICLE INFORMATION:**

2021 Ford Police Interceptor Utility Base All-wheel Drive - US

Series ID: K8A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 39,396.00	\$ 40,615.00
Total Options	\$ 7,261.00	\$ 8,535.00
Destination Charge	\$ 1,245.00	\$ 1,245.00
Total Price	\$ 47,902.00	\$ 50,395.00

SELECTED COLOR:

Exterior: YZ - (0 P) Oxford White

Interior: F6 - (0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Cloth Rear

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
119WB	119" Wheelbase	STD	STD
16C	1st & 2nd Row Carpet Floor Covering	Included	Included
17A	Rear Auxiliary Air Conditioning	\$ 573.00	\$ 610.00
18D	Global Lock/Unlock Feature	NC	NC
425	50 State Emission System	STD	STD
43D	Dark Car Feature	\$ 24.00	\$ 25.00
44U	Transmission: 10-Speed Automatic (44U)	NC	NC
500A	Order Code 500A	NC	NC
51T	Driver Only LED Spot Lamp (Whelen)	\$ 394.00	\$ 420.00
54Z	Manual Fold-Away Mirrors w/Heat	Included	Included
55B	BLIS Blind Spot Monitoring w/Cross Traffic Alert	\$ 512.00	\$ 545.00
55F	Remote Keyless Entry Key Fob w/o Key Pad	\$ 320.00	\$ 340.00
59J	Keyed Alike - 1111x	\$ 47.00	\$ 50.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	Included	Included
63V	Cargo Storage Vault	\$ 230.00	\$ 245.00
65L	18" 5-Spoke Full Face Wheel Covers w/Metal Clips	\$ 56.00	\$ 60.00
65U	Interior Upgrade Package	\$ 367.00	\$ 390.00
66A	Front Headlamp Lighting Solution	\$ 841.00	\$ 895.00
66C	Rear Lighting Solution	\$ 428.00	\$ 455.00
76D	Underbody Deflector Plate	\$ 315.00	\$ 335.00
76P	Pre-Collision Assist w/Pedestrian Detection	\$ 136.00	\$ 145.00
86T	Tail Lamp/Police Interceptor Housing Only	\$ 56.00	\$ 60.00
90E	Ballistic Door-Panels (Level III+)	\$ 2,979.00	\$ 3,170.00
99C	Engine: 3.0L V6 EcoBoost	\$ 743.00	\$ 790.00
CONSOL	Center Floor Console Less Shifter	Included	Included
F	Unique HD Cloth Front Bucket Seats w/Cloth Rear	Included	Included
F6_01	(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Cloth Rear	NC	NC
FLADCR	Fleet Advertising Credit	\$ -760.00	\$ 0.00
NONAX	3.31 Axle Ratio	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included	Included
STDRD	Radio: AM/FM/MP3 Capable	Included	Included
STDTR	Tires: 255/60R18 AS BSW	Included	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included	Included
SYNC	SYNC 3 Communications & Entertainment System	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Skid Plates: skid plates
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Front Tow Hooks: 1 front tow hooks
Body Material: galvanized steel/aluminum body material
: class III trailering with hitch
Body Side Cladding: body-coloured bodyside cladding
Grille: black grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning
Cruise Control: cruise control with steering wheel controls
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Emergency SOS: SYNC 3 911 Assist emergency communication system
Front Cupholder: front cupholder
Floor Console: full floor console
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: Ford Fleet Telematics internet access
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: projector beam LED low/high beam headlamps
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper with heating wiper park
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Blind Spot Sensor: blind spot

Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Electronic Stability: electronic stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 35-30-35 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Floor Mats: carpet front and rear floor mats
Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: locking concealed cargo storage

Cargo Tray: cargo tray/organizer

Standard Engine:

Engine 400-hp, 3.0-liter V-6 (premium)

Standard Transmission:

Transmission 10-speed automatic w/ OD



Prepared For: City of Elko

Date 06/02/2020

AE/AM PND

Unit

Year 2020 Make Chevrolet Model Tahoe

Series Police Vehicle 4x4

Vehicle Order Type Ordered Term 48 State NV Customer# 591041

\$ 41,999.96	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax State NV
\$ 0.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 1,825.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive(Taxable Incentive Total : \$0.00)

\$ 43,824.96	Total Capitalized Amount (Delivered Price)
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\$ 657.37	Depreciation Reserve @ 1.5000%
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\$ 166.83	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
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\$ 824.20	Total Monthly Rental Excluding Additional Services
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Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
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	Liability Limit \$0.00
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\$ 0.00	Physical Damage Management
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\$ 0.00	Full Maintenance Program ³ Contract Miles 0
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	Incl: # Brake Sets (1 set = 1 Axle) 0
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\$ 0.00	Additional Services SubTotal
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\$ 0.00	Sales Tax 7.1000%
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\$ 824.20	Total Monthly Rental Including Additional Services
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\$ 12,271.20	Reduced Book Value at 48 Months
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\$ 400.00	Service Charge Due at Lease Termination
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All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Black

Interior Color (0 I) Jet Black w/Cloth Seat Trim

Lic. Plate Type Unknown

GVWR 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.00 Per Mile

Tires 0

Loaner Vehicle Not Included

State NV

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Elko

BY	TITLE	DATE
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* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**Aftermarket Equipment Total**

Description	(B)illed or (C)apped	Price
PremierVehicle Instatllation quote for Police accessories	C	\$ 4,855.20
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 4,855.20
Aftermarket Equipment Total		\$ 4,855.20

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
3% MY increase	C	\$ 1,350.00
Courtesy Delivery Fee	C	\$ 350.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 1,825.00
Other Charges Total		\$ 1,825.00

**VEHICLE INFORMATION:**

2020 Chevrolet Tahoe Police Vehicle 4x4 - US

Series ID: CK15706

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 47,011.20	\$ 49,800.00
Total Options	\$ -3,261.44	\$ -3,584.00
Destination Charge	\$ 1,295.00	\$ 1,295.00
Total Price	\$ 45,044.76	\$ 47,511.00

SELECTED COLOR:

Exterior: GBA - (0 P) Black

Interior: H0U - (0 I) Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1FL	Preferred Equipment Group 1FL	\$ -3,367.00	\$ -3,700.00
5HP	SEO: 6 Additional Keys	\$ 37.31	\$ 41.00
9C1	Identifier for PPV	NC	NC
AG1	Driver 10-Way Power Seat Adjuster	Included	Included
AG2	Front Passenger 6-Way Power Seat Adjuster	Included	Included
AMF	Remote Keyless Entry Package	\$ 68.25	\$ 75.00
AT6	2nd Row 60/40 Split-Folding Manual Bench	Included	Included
ATD	3rd Row Passenger Seat Delete	Included	Included
AY0	Driver & Front Passenger Airbags	Included	Included
AZ3	3-Passenger Front 40/20/40 Split-Bench Seat	Included	Included
BG9	Black Rubberized Vinyl Floor Covering	Included	Included
BVE	Black Assist Steps	Included	Included
C5Y	GVWR: 7,100 lbs (3,221 kgs)	Included	Included
CONACC	Chevrolet Connected Access Capable	Included	Included
GBA_01	(0 P) Black	NC	NC
GU4	3.08 Rear Axle Ratio	STD	STD
H0U_01	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
IO5	Radio: Chevrolet Infotainment AM/FM Stereo	STD	STD
K34	Electronic Cruise Control w/Set & Resume Speed	Included	Included
K47	High-Capacity Air Cleaner	Included	Included
K4B	730 Cold-Cranking Amps Auxiliary Battery	Included	Included
KW7	170 Amp High Output Alternator	Included	Included
L83	Engine: 5.3L V8 EcoTec3 Flex Fuel Capable	STD	STD
LUGDEL	Luggage Rack Delete	Included	Included
MYC	Transmission: Electronic 6-Speed Automatic w/OD	STD	STD
NQH	2-Speed Electronic Autotrac Active Transfer Case	Included	Included
NZZ	Skid Plate Package	Included	Included
PNTTBL01	Paint Table : Solid Paint	\$ 0.00	\$ 0.00
QAR	Tires: P265/60R17 AS Police V-Rated	Included	Included
RAP	Wheels: 17" x 8" Black Steel Police	Included	Included
STD TM	Cloth Seat Trim	Included	Included
TG5	Single-Slot CD/MP3 Player	Included	Included
U2J	SiriusXM Radio Delete	Included	Included
UD7	Rear Park Assist w/Audible Warning	Included	Included
UPF	Bluetooth for Phone	Included	Included
UQ3	6-Speaker Audio System Feature	Included	Included
VPV	Ship-Thru: Kerr Industries	Included	Included
Z56	Heavy-Duty Police-Rated Suspension Package	Included	Included

ZAK Spare P265/60R17 AS Police V-Rated
ZY1 Solid Paint

Included
STD

Included
STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Spoiler: rear lip spoiler
Running Boards: running boards
Skid Plates: skid plates
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Rear Step Bumper: rear step bumper
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Rear Air Conditioning: rear air conditioning with separate controls
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Auto Locking: auto-locking doors
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Seatback Storage Pockets: 2 seatback storage pockets
Front Underseat Storage Tray: locking front underseat storage tray
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 4 12V DC power outlets
AC Power Outlet: 1 AC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan, single in-dash CD player
MP3 Player: CD-MP3 decoder
Audio Theft Deterrent: audio theft deterrent
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: 4G LTE Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam halogen headlamps
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers
Front Windshield Visor Strip: front windshield visor strip
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Rear Window: flip-up rear windshield
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting

Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Park Assist rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system
Tracker System: tracker system
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear manual reclining 60-40 split-bench seat
Rear Folding Position: rear seat tumble forward
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: vinyl door panel trim
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action regarding a request from the owner of three brothels, Mona's Ranch, Inez's D&D Bar, and Sue's Fantasy Club, for emergency relief from brothel license fees due June 30, 2020 for the period from July 1, 2020 through December 31, 2020. FOR POSSIBLE ACTION**
2. Meeting Date: **June 9, 2020**
3. Agenda Category: **PETITION, APPEAL, AND COMMUNICATION**
4. Time Required: **15 Minutes**
5. Background Information: **The owner of three brothels, Mona's Ranch, Inez's D&D Bar and Sue's Fantasy Club, has requested emergency relief from brothel license fees required by City Code Section 4-9-12. Section D of that Code Section permits a licensee to pay one-half of the fee required for the year for a license that becomes effective after June 30. The fees due by June 30, 2020 for these three brothels would be \$3,250.00, absent emergency relief from the City Council.**

Section 27 of Governor's Directive 021, signed May 28, states that brothels must remain closed during Phase Two of the reopening plan. Directive 021 will remain in effect through June 30, unless terminated or extended by the Governor.

Pursuant to Sections 2.060 and 2.110 of the Elko City Charter, the City Council is authorized, by unanimous consent, to take final action to immediately enact ordinances in cases of emergency, subject to the provisions of Chapter 241 of NRS. Accordingly, the City Council has the authority to provide temporary emergency relief to specific classes of businesses adversely affected by the COVID-19 pandemic, to include providing relief from fees that would otherwise be due under the Code.
KW

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: **None**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review:

Agenda Item V. A.

12. Council Action:

13. Council Agenda Distribution: Mierden100@hotmail.com
Susan668899@gmail.com
louisrgoldberg@yahoo.com

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action on a request for a Liquor License Fee Waiver from The Stage Door Elko, LLC, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **June 9, 2020**
3. Agenda Category: **PETITION**
4. Time Required: **15 Minutes**
5. Background Information: **The Stage Door Elko operates a facility that provides live entertainment, such as theatrical events, together with a bar. Pursuant to the Liquor Control Code, The Stage Door Elko is required to pay its Liquor License Fee for the third quarter by June 30. The Stage Door Elko already paid its Liquor License Fee for the second quarter; however, due to COVID-19 restrictions, The Stage Door Elko has been unable to operate for several months. The Stage Door Elko requests that its Liquor License Fee for the third quarter be waived.**

The City Code does not contain a provision permitting a waiver of this fee, even if the licensee has not been allowed to operate. Without such a provision in the City Code, the City Council does not have the legal authority to grant the requested waiver. However, the City Council does have the discretion to enact an ordinance permitting Liquor License Fee Waivers under certain circumstances or to enact an emergency ordinance waiving Liquor License Fees for businesses that have been forced to close due to the pandemic. Were the Council to direct one of these actions, the item would have to be placed on a future agenda. KW

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: **Email from Emily Anderson**
9. Recommended Motion: **Deny the request from The Stage Door Elko, LLC for a liquor license fee waiver, and provide direction to Staff on Liquor License Fee Waivers.**
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review: **Kelly Wooldridge, City Clerk; David Stanton, City Attorney**
12. Council Action:
13. Agenda Distribution:

From: The Stage Door Elko <thestagedoorelko@gmail.com>
Sent: Monday, June 1, 2020 11:43 AM
To: City Clerk <cityclerk@elkocitynv.gov>
Subject: liquor license fees

Hello,

My name is Emily Anderson and I am one of the owners of The Stage Door Elko LLC. I am writing you regarding our liquor license fee. Our renewal on our quarterly liquor license is due on June 30th. I am requesting that our fee be waived or credited.

We paid for our liquor license for the time period of March 30- June 30th. However, due to the pandemic, we were legally not allowed to operate. We still have not been able to open our doors. We are classified as an entertainment venue and we are still trying to work out the details of opening with the new guidelines in place regarding capacity and live theatre events. We are still trying to work out when and how we will be able to open. As of right now, we are not allowed to put on theatrical productions and we are hoping that will be lifted by June 30th (when Phase three is scheduled to start), If we are able to open before then, it would only be a few days before the 30th.

Obviously all businesses are hurting and impacted right now. Additional fees to operate are hitting everyone especially hard. I am requesting our quarterly fee for June 30th be waived or credited due to the fact that we paid for a whole quarter that we were legally not allowed to use.

I appreciate your timely responses on this matter,

Emily Anderson
775-376-2993
thestagedoorelko@gmail.com