



CITY OF ELKO
CITY MANAGER
1751 COLLEGE AVENUE
ELKO, NEVADA 89801
(775) 777-7110/FAX (775) 777-7119

PUBLIC MEETING NOTICE

The Elko City Council will meet in regular session on Tuesday, September 8, 2020
at 4:00 P.M.–7:00 P.M., P.D.T. utilizing **GoToMeeting.com**

Please join my meeting from your computer, tablet or smartphone.
GoToMeeting.com

<https://global.gotomeeting.com/join/605553477>

Attached with this notice is the agenda for said meeting of the Elko City Council. In accordance with NRS 241.020, the public notice and agenda were posted on the City of Elko Website at **<http://www.elkocity.com>**, the State of Nevada's Public Notice Website at **<https://notice.nv.gov>**, and in the following locations:

ELKO CITY HALL

1751 College Avenue, Elko, NV 89801

Date/Time Posted: 8:30 a.m., P.D.T., Wednesday, September 2, 2020

Posted by: Kim Wilkinson, Administrative Assistant 

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 on the City website at **<http://www.elkocity.com>**

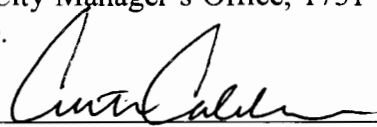
The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone at: **<https://global.gotomeeting.com/join/605553477>** You can also dial in using your phone at **+1 (571) 317-3112** The Access Code for this meeting 605-553-477. Public Comment and questions can be received by calling (775) 777- 0590 or by emailing: **cityclerk@elkocitynv.gov**

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Dated this 2nd day of September, 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 City of Elko, City Manager's Office, 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, SEPTEMBER 8, 2020
GoToMeeting.com
<https://global.gotomeeting.com/join/605553477>

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. 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**

APPROVAL OF MINUTES: **August 25, 2020** **Regular Session**

I. PERSONNEL

- A. Review, consideration, and possible approval of the revised position description for Part-Time City Sexton (appointed official), and matters related thereto. **FOR POSSIBLE ACTION**

The City Sexton position description has been revised and updated to more accurately reflect the duties of the position. The reorganization and realignment of the City Sexton duties was approved during the June 23, 2020 City Council Meeting. SS

II. APPROPRIATIONS

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

- B. Review and possible approval of Print n' Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review and possible approval of Great Basin Engineering Contractors Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- D. Review and possible approval of Ruby Mountain Lock & Safe Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- E. Review, discussion, and possible approval to authorize the Parks Department to purchase mowing equipment via the State of Nevada's contract with NASPO (National Association of State Procurement Officials), in accordance with NRS 332.195, Joinder or Mutual use of contracts, and matters related thereto. **FOR POSSIBLE ACTION**

The Parks Department was approved to purchase mowing equipment for the current fiscal year with a budget of \$102,000. NRS 332.195 authorizes the use of joinder contracts within or outside the State of Nevada for the acquisition of equipment with the authorization of the contracting vendor. Toro has provided authorization for the use of the Nevada NASPO contract to the City of Elko for the purchase of a Toro Groundmaster 5900 (T-4) mower. A copy of the purchase amount has been included in the packet. JW

III. SUBDIVISIONS

- A. Review, consideration, and possible acceptance of Public Improvements for the Great Basin Estates Unit 3 Subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

The City Council approved Final Map 11-18 on June 25, 2019. A Performance and Maintenance Agreement was entered into on that same day.

The Developer has completed the Public Improvements in accordance with the approved plans. The City is in receipt of the required Certification of the project by the Engineer of Record. Upon acceptance of the Public Improvements by the Council, the Developer is required to provide maintenance security in the amount of \$77,636.93 for a 12-month maintenance period, which has already been received. MR

IV. UNFINISHED BUSINESS

- A. Review, consideration, and possible approval of the 2020 Gold Rush Challenge Bull Riding special event permit and special event liquor license, and matters related thereto. **FOR POSSIBLE ACTION**

Benavides Bucking Bulls, LLC is requesting a special event liquor license for the Bull Riding Event to be held September 12^h at the Elko County Fairground This

item was tabled at the last City Council meeting. Information regarding the event was included in the Elko County assessment for the State Covid Task Force Assessments Committee. They referred special events to the LEAP (Local Empowerment Advisory Panel). KW

- B. Review, consideration, and possible approval of the annual Rides and Rods Special Event Permit, Park Permit, Street Closure, and Special Event Liquor License, and matters related thereto. **FOR POSSIBLE ACTION**

Rides and Rods is requesting to have the annual car show event in the City Park. This item was tabled at the last City Council meeting. Information regarding the event was included in the Elko County assessment for the State Covid Task Force Assessments Committee. They referred special events to the LEAP (Local Empowerment Advisory Panel). KW

V. NEW BUSINESS

- A. Review, consideration, and possible action to accept a letter of resignation from Ms. Evi Buell from the Planning Commission, and to further authorize Staff to commence with the standard recruitment process to fill the vacancy on the Planning Commission, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review, consideration and possible approval of a Non-Exclusive Franchise Agreement between the City of Elko and Syringa Networks, LLC for Data Communications Over, Under, In, Along and Across Public Roads in the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

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

VI. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Review, consideration, and possible approval of the Special Event Permit, and Special Event Liquor License, for the Monster Truck Insanity tour to be held at the Elko County Fairgrounds on September 25 - 26, 2020, and matters related thereto. **FOR POSSIBLE ACTION**

The event organizer has included a detailed mitigation plan and reports they have had 5 of these events in Utah and Idaho since the start of COVID. This event will not conform to the Governor's Directive 027 and 021. KW

- B. Review, consideration, and possible approval of the special event permit and special event liquor license for the Van Norman and Friends Production Sale, LLC

to be held at the Elko County Fairgrounds September 18-19, 2020, and matters related thereto. **FOR POSSIBLE ACTION**

Van Norman and Friends Production Sale Horse Auction is requesting a special events permit, auction permit, and liquor license. KW

- C. Ratification of the Police Chief issuing a 45-day Temporary Retail and Caterer's Liquor License and issue a Regular Retail and Caterer's Liquor License, to Mandy Quintana, DBA The Punch Bowl, LLC, located at 449 Railroad Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

VII. 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

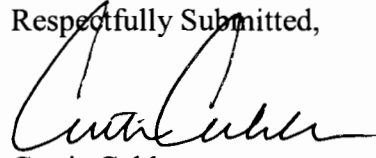
COMMENTS BY THE GENERAL PUBLIC

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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,

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

Curtis Calder
City Manager

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

SS August 25, 2020

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, August 25, 2020. Due to the COVID-19 pandemic the meeting was held via GoTo Webinar.

CALL TO ORDER

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 Webinar link provided in the agenda. Questions can be sent to cityclerk@elkocitynv.gov.

ROLL CALL

Mayor Present: Reece Keener

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

City Staff Present: Curtis Calder, City Manager
 Kelly Wooldridge, City Clerk
 Candi Quilici, Accounting Manager
 Jan Baum, Financial Services Director
 Dale Johnson, Utilities Director
 Bob Thibault, Civil Engineer
 James Wiley, Parks and Recreation Director
 Cathy Laughlin, City Planner
 Jim Foster, Airport Manager
 Matt Griego, Fire Chief
 Jack Snyder, Deputy 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: **July 23, 2020** **Special Session**
 August 11, 2020 **Regular Session**

The minutes were approved by general consent.

I. CONSENT AGENDA

- A. Review, consideration, and possible approval of a Utility and Drainage Easement Deed and acceptance of the dedication of a public utility and drainage easement on a portion of an adjacent private property (001-610-047) associated with the development of the previously approved Mountain View Townhomes subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

The nearest connection point to the sewer within N. 5th Street is located just south of the Mountain View Townhome subdivision. To minimize the amount of disturbance to the asphalt, the utility plan for the subdivision was designed to run a portion of the sewer line through a small portion of the adjacent parcel to the south. Therefore, a public utility easement is required between the City of Elko and North Fifth Commercial Center, LLC, the owner of adjacent parcel. This easement will also accommodate for surface drainage moving from N. 5th Street through North Fifth Commercial Center, LLC's property, ultimately draining to Mountain City Park. MR

- B. Ratification of revision No. one (1) to Amendment No. one, (1) to the contract dated February 26, 2019 between Jviation, Inc., and the City of Elko, Nevada, and matters related thereto. **FOR POSSIBLE ACTION**

This item is to amend the current contract between the City of Elko and Jviation, Inc. Jviation contract revision no. 1 to amendment #1 will cover fees associated with Airport Improvement Project AIP 50 Pavement Preservation and Rehabilitation of Runway of Airfield Services. The FAA has approved this request. JF

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to accept the Consent Agenda items.**

The motion passed unanimously. (5-0)

II. APPROPRIATIONS

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

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

The motion passed unanimously. (5-0)

- B. Review and possible approval of Fiscal Year 2020 General Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Councilman Schmidlein, seconded by Councilman Hance, to approve the Fiscal Year 2020 general warrants.**

The motion passed unanimously. (5-0)

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

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

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

III. RESOLUTIONS AND ORDINANCES

- B. Review, consideration, and possible approval of Resolution No. 22-20, a resolution providing for the transfer of appropriations between accounts within the City of Elko 2019/2020 Fiscal Budget pursuant to N.R.S. 354.598005, and matters related thereto. **FOR POSSIBLE ACTION**

This is the annual year-end housekeeping item to transfer funds between functions, and funds as required to fund all budgetary changes that occurred during the fiscal year. These are the final transfers for the June 30, 2020 Year. JB

Jan Baum, Financial Services Director, explained since this agenda was posted, she made some changes to the spreadsheet. She had emailed out the corrected spreadsheet with the changes highlighted (Exhibit "A").

**** A motion was made by Councilman Hance, seconded by Councilman Stone, to approve Resolution No. 22-20, a resolution providing for the transfer of appropriations between accounts within the City of Elko 2019/2020 Fiscal Budget, pursuant to NRS 354.598005, with the additional transfers of \$85,000 that were not included in the packet.**

The motion passed unanimously. (5-0)

IV. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Review, consideration, and possible action to initiate an amendment to the City of Elko district boundaries, specifically a portion of APN 001-01R-001, approximately 2,800 sq. ft., removing the PQP-Public, Quasi-Public Zoning District and replacing with the LI- Light Industrial Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code Section 3-2-21 allows the City Council to initiate on its own motion a change to the district boundaries. The City of Elko owns the parcel and is proposing to sell the small portion of the parcel proposed in this zone amendment to Anthem Broadband of Nevada, LLC. This amendment, initiated by the City Council, if approved, will be heard as a public hearing by the Planning Commission. CL

Cathy Laughlin, City Manager, explained the request. If approved, this will go to the Planning Commission for a public hearing and then it will come back to Council.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Hance, seconded by Councilman Schmidtlein, to initiate an amendment to the City of Elko district boundaries and direct staff to commence the zone amendment process by referring the matter to the Planning Commission.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible approval of the annual Rides and Rods Special Event Permit, Park Permit, Street Closure, and special event liquor license, and matters related thereto. **FOR POSSIBLE ACTION**

Rides and Rods is requesting to have the annual event in the City Park. They have included what measures they are taking related to COVID-19. At the time of the application, Elko County is in the "red zone" regarding COVID-19 and the Governor's directive 027 does not allow bars that do not serve food and drinks cannot be served from a bar top, and caps the number of people at events at 50. KW

Councilman Stone disclosed that he is a vendor at the event but he has no connection to the event organizers.

Kelly Wooldridge, City Clerk, explained the reason this was brought to Council is because it is a street closure. If the City were to deny it based on the Governor's Directives, the applicant would have a right to appeal that to City Council. There would not be enough time to do that so she brought it to City Council. According to Directive 027, bars that do not serve food cannot be open, and you cannot serve from a bar top. Directive 024 states that you cannot have gatherings of 50 or more people. Every applicant is asking what makes this different from the Stampede. She tells them that at the time of the Stampede, the bars were not closed and we were not in the Red Zone. Directive 027 could change by Thursday if the State accepts the County's plan. The applicant is online to answer questions.

Stormy Remington stated they do the car show every year but this year will be a little different. They will set up at the Convention Center for registration. There will be markings on the floor to show people where they can stand and remain 6 feet apart. They decided to do the awards outside. She put together an event health and safety guidelines. There will be masks and hand sanitizers available. If participants and visitors don't feel good they are asked to stay home. Everything but the registration will be outside. There are a lot of pre-registers already. There will be port-a-potties and teams that will keep them clean. There are people coming from everywhere for this.

This can bring in business to the local businesses. They have quite a few vendors and they are all aware of the health and safety guidelines everyone has to follow. The VFW has always done the liquor at the show. This year they are proposing La Fiesta coming in.

Curtis Calder, City Manager, said there are a lot of things going on with the State Task Force. The County is working with the State closely to resubmit an assessment plan. Based on that, things can change Thursday but they may not either. Regardless of whether they change or not, according to the Directives, we will be at Phase 2 at a minimum. If we are at Phase 2 that limits public gatherings, either public or private, either on public or private property, to no more than 50 people. This particular application says there will be 3,000 attendees. Given that, he doesn't see how an event this large can comply with the Directives. That would probably explain why special events in Washoe County have been canceled. That, unfortunately, is what we are up against. He has been to this event several times and he likes it, but 3,000 people (or even half that amount), the maximum that we see under the emergency directives that they can approve would be events of 50 or less.

Matt McCarty, Chair Elko Convention Visitor Authority Board of Directors, stated he was there to speak to this agenda item and item IV.D. The ECVA has approved fund requests from the Rides and Rods and the bull riding event. The Board discussed the safety measures that both organizations have planned. Additional discussion centered on the importance of allowing events an opportunity to show that with proper protocol community events can be successful. The situation is shifting regularly and our community is under scrutiny, but he also feels that only in demonstrating responsible behavior will we be able to move forward towards easing restrictions. He encouraged Council to allow these events to proceed and find a way so we can still allow these events move forward so the Elko Community can be a good place to recreate and have fun.

Mayor Keener said his main concern about this is the liability issue. If the City permits an event like this, it is his understanding that our insurer will not cover us if there were to be some type of incident. He asked Curtis Calder if that was the case.

Mr. Calder answered he didn't believe that they said there won't be any coverage but there will have to be a coverage determination and it would be in doubt. It is something that should be considered in any decision. He thought above and beyond that, the City Council has entered into a contract with the State of Nevada, agreeing to comply with all of the directives with regard to the CARES Act Funding. That contract document has been executed and is in force.

Ms. Remington added that they have their own insurance.

Dave Stanton, City Attorney, said it was his understanding that the POOL/PACT coverage does not include communicable diseases.

Mayor Keener asked Ms. Remington if she has pursued having this event on private property, such as at the Red Lion. That way it would completely take the local government and the City out of the mix.

Ms. Remington answered they will try that angle.

Mayor Keener said the park is the preferred place to have this. He called for public comment without a response.

Councilman Stone asked Mr. Stanton if they were to get their own insurance that would cover the City as an additional insured...

Ms. Wooldridge said that is already required. They have to have a million dollar insurance naming the City as an additional insured.

Councilman Stone asked if we give them authorization to do this event, we would be covered under that insurance as well. Or if we need to increase that...

Mr. Stanton said it is his understanding that it is very difficult, if not impossible, to get coverage for communicable diseases.

Councilman Stone said that seems to be the only thing we are worried about right now. Let's say someone drives a car off Idaho Street and crashes into somebody. That is their liability. We don't have a liability other than the communicable disease. If they are insuring the entire event against all liabilities, we are okay as he understands.

Mr. Stanton said liability insurance policies typically have exclusions from coverage and communicable diseases are excluded from nearly all insurance policies of that type.

Councilman Stone wondered if we are going to require everybody that ever has an event from here to eternity, to have a policy that covers if they get the COVID. That isn't realistic.

Mr. Stanton answered probably not. There are liability risks that exist and it may be an uninsured risk. That is probably the way it is going to go for events and public entities. Everybody is running into that.

Ms. Wooldridge said we are all under the Governor's Directives and there has been lots of discussion of whether municipalities should have to follow those or not, but there was a lawsuit filed in Clark County with the bars that was lost. The Governor's Directive stood. That is all up to question right now. The way she sees the directives written, we have liability.

Councilman Stone thought we were under those directives because of accepting that CARES Act money. That is what is making this happen.

Ms. Wooldridge answered that and the Directive says that municipalities are in charge of enforcement. We have in our Code that we approve special events and special event liquor. The County doesn't have a special event permit. We, as a City, as a Chartered Subdivision of the State, have in our Code that we approve special events and special event liquor licenses. That is the difference.

Jeff Remington said last weekend they went to the Battle Mountain Car Show to see how they handled it. Everything went really smooth there. A lot of them said that car shows have been social distancing from the start. Their event is totally outside without grandstands. Another thing they have done is they have done everything they can to be COVID compliant. It takes a long

time to prepare for an event like this. They are trying to bring more to the community and do it safely. The Convention Center will provide all the hand sanitizers for them. This is the 10th annual event and it will be held on 9/11/2020 so they are doing a big tribute to 9/11 and the service providers. They have a whole plan of what they want to do and how to do it safely. Yerington had their show and they just went to the Evanston Wyoming show to see how it went there. Everything has gone smoothly at every show they have gone to. As for preventing COVID, it is the same situation as going into Walmart. They will go by the same guidelines. They are totally outside except for the registration.

Mayor Keener said that if you are going to have an event, he couldn't think of a safer type of event to where it is outside the way that it is. We need to put our heads together and find a way that we can make this event happen. It's important for the business community. It's important for the hoteliers and for the restaurants. Everyone is feeling the pinch right now. We need to get creative and see what we can come up with.

Mr. Remington said he would appreciate Council doing whatever they can do to make this happen. They have put a lot of time and money into this and the community has too. He is a UPS driver in Wendover and he has already seen two businesses close. Today he heard of a third business closing. Our community needs this. If there is a way to get through it, he thinks they can bring a lot to the community. We have had a lot of cases this summer. He wants to make this something for the people to do and to get some more business to our community.

Mayor Keener asked Stormy and Jeff Remington to explain what they had in mind regarding the liquor distribution.

Ms. Remington answered they have the VFW come down and sells beer and pop and water. They are a nonprofit. This year they wanted to have La Fiesta come down and do draft beers and make micheladas and mixed drinks. That was their only change, adding La Fiesta to it.

Councilman Stone asked if what the VFW sells is all prepackaged and not open liquor.

Ms. Remington answered it is all bottles and cans.

Mr. Remington corrected that it is all cans and no bottles. They did have draft beer last year and it went well. If you look at their track record, he cannot think of any issues they have had of vandalism or fighting, or anything. It is a safe family fun event and they haven't had issues adding alcohol to the event.

Councilman Schmidtlein asked if they could grant this event, not issue a liquor license and turn around and allow a catering service to come in and sell liquor through their catering license. Whether it is La Fiesta or whoever. They would have to have the liquor license to be able to do it.

Ms. Wooldridge said according to code, and especially because it is in the city park, we would be using La Fiesta's license as they have now anyway. The best she can offer is what City Code says and what Directive 027 says. We can't serve from a bar top. She cannot go up to La Fiesta's bar and ask for a margarita on the rocks with salt. She would have to sit down at a table and they would have to come wait on her according to Directive 027. It would depend. You would have

to see how they are going to set it up. Are they going to have a table set up where people walk up and order?

Councilman Schmidtlein asked if they could have a waitress go over and serve it. Can they go ahead and do that.

Ms. Wooldridge answered yes. According to Directive 027, as long as there is food available, as well.

Councilman Stone noted that Las Brisas can still sell alcohol out of their truck. The VFW couldn't hand beer over a counter, they would have to have a table and take it out and be served by waitresses. They would have to be selling food as well. That wouldn't work for the VFW. They would need a caterer. La Fiesta can do it under theirs.

Councilman Schmidtlein thought if they did it out of a storefront, they should be entitled to do it without applying for the liquor license.

Ms. Wooldridge answered they would still have to apply for the special event liquor license.

Councilman Schmidtlein asked if they were to allow them to have somebody, a waiter or waitress, wait on people at social distancing tables, they can go ahead and sell the beverages with that.

Ms. Wooldridge answered she believed so. The way she read Directive 027, yes, if that is what they did.

Councilman Schmidtlein asked Mr. Stanton if that was doable.

Mr. Stanton answered that he was trying to pull up Directive 027 and was having a little bit of trouble accessing it. His recollection was that it can't be served at a bar top and you can't sit at the bar. If somebody is ordering food and sitting at a table, the drinks can be brought to them.

Ms. Wooldridge said that was her read of it too.

Mr. Calder said that was a correct interpretation of Directive 027, which we are currently under right now, based on the State of Nevada's Assessment Task Force. They kept Elko County, unlike other counties, under Directive 027. He knows people are talking about attending special events in other communities. He can't speak to how they are able to do those. Regarding the alcohol issue and the bar tops, that is a correct interpretation. His biggest issue he is seeing is under the park permit, how do you allow an event of up to 3,000 people under the Phase 2 mandate? It's pretty clear in the Directive that wouldn't be allowable.

Mr. Stanton emphasized that as he understands it, because of the language of the contract we signed with the State to receive CARES Act Funding, we are required to comply with these directives, whether we agree to them or not. If we don't comply with them, there are consequences.

Councilman Stone asked what would the worst consequence be? Give the money back? And, can we?

Mr. Stanton answered that was his understanding.

Ms. Wooldridge said we have been told by the State that if municipalities choose not to comply, there is the potential of them sending in the Attorney General's Investigators from the State.

Chief Griego said the Mitigation Task Force is trying to look at the communities in the Red Zone and look at their plans. If we are not making progress on the plan and mitigation factors, then we will be held to the current Directive 027 and we will never move up with the rest of the county. They are looking for us to be taking steps to hold those numbers down and the transmission. If that task force views us having special events and big community gatherings and not complying with that plan, then the potential for future businesses to open will be hampered.

Mayor Keener understood that it is a dilemma that we are faced with right now.

Councilwoman Simons pointed out that Mr. McCarty wants us to take the opportunity to show the Governor that we can do things in a thoughtful way. Her problem with that is the mere fact that we would allow an event would be viewed as irresponsible to our Governor. We need to consider if we ever want our businesses to reopen we can't allow this to move forward. We need to get out of this Red Zone. That is a bummer to all these events that want to go on but we want all of our businesses to open quickly.

Councilman Stone asked what would it change in permitting from us if there is a really large parking lot on one side of town who would let them have their car show there. Would we still have to give them some permitting?

Ms. Wooldridge answered yes, even on private property. They are allowing the public in so they will still need the Special Event Liquor. If it was a private party on private property we wouldn't have anything to do with that. Code says serving the public liquor, we have to issue a liquor license.

Councilman Stone said these other events will have the same thing. If we wouldn't have to worry about that...

Councilman Schmittlein said the other event at the Fairgrounds will fall under the County and we can authorize it.

Ms. Wooldridge said even though the County runs it we would still need to issue the Special Event permit.

Councilwoman Simons said she didn't know if this was feasible but what if you only had some mini events. Maybe 10 cars over here and another 10 cars over here. Maybe only allow a certain number of people to view them at certain times so that each individual event wouldn't go over 50. She didn't know if that was feasible and if they were just skirting the rules and it will still come down on the City. Certainly, 3,000 people would draw the ire of the State.

Mr. Stanton read the language of the Directive, in Section 10.

Councilman Hance thought this is going to be tough. We talked about this with Assemblyman Ellison and the group with the fireworks and splitting up the entrances to the Fairgrounds by using all the different entrances. It never penciled out. The other big concern he has is that during the Stampede, although they were checking people going in the gate, once everyone was in the gate everybody was maskless and there was no enforcement of it. He saw it personally because he was there for about 2 hours the first night. The mask enforcement is going to be the tough part no matter what. He has a hard time getting people to put one on to walk into his shop and ask them to leave if they don't. It will be hard with an event with 3,000 people or even 300 people to walk around and be the mask police in the process. The liquor is going to have to be canned with nothing opened. It's going to have to be a straight hand across the counter. The Health Department will go berserk on it. There is no way to do it even if all the rules are followed and a waitress is bringing it out. He felt there wasn't enough space to make that workable even if we did.

Mayor Keener stated he reached out to one of the organizers of the Silver State Stampede inquiring if there was any kind of spike after the event. There doesn't appear to be any kind of correlation in terms of new cases. It just kind of ebbed and flowed after the dates of the event itself.

Councilman Hance agreed. It was just one of those things that if they are truly going to come down on us on the CARES, if we are supposed to enforce the rules and everything else, that's a biggie. It is hard to herd 3,000 cats when 2,000 of them don't want to wear a mask, especially if they are outside. That's the hard part. They think that if they are outside it doesn't matter.

Ms. Wooldridge said the City has asked the County about the contact tracing. We don't have any idea about the contact tracing. Chief Griego may have more information about where cases have spiked. We, as the City and the public, have not been given that information. So we asked the County and the Task Force to give us more information about that in making these decisions.

Mayor Keener asked Chief Griego what the probably was of the County's submitted plan, provided it gets submitted this week, the plan being approved at the Governor's level to allow us to host an event like this.

Chief Griego answered they will be looking at what we are doing to improve our situation. Right now our testing, the way it's set up, we are not able to test community wide. We are testing people who are calling in on the hotline. We are testing sick people. The ratio of tested positive is going to remain high. We can make plans to try to appease the Task Force. When the State business group came through we were at 95% compliant with local businesses. As long as we are abiding by the Governor's directive and moving that way, we might be able to tip the scale a little bit away from our testing. We are talking to them about the fact that we are never going to get out of that Red Zone for testing just because of the logistics. We are not doing enough community wide tests to tip the scales there. He thought our hope falls in with complying with the Governor's directives, showing that we have some sort of enforcement plan to make sure we are doing our best to keep the numbers low. Maybe that way we will be happy with our plan and allow us to move to the next level.

Mr. Calder added, when you asked what the probability was, we could maybe have the Task Force approve an event of this magnitude. The latest directive is Directive 030. In section 2 it talks about restrictions that are being imposed by county and local municipalities. They are welcome to exceed the standards imposed by the Emergency Directives but it states, "in no case shall any

local government restrictions or guidelines be more permissive than the provisions authorized by the directive.” Since the directive sites Phase 2 being the minimum standard, that’s going to be the problem. He didn’t think the Task Force will allow anything above the baseline of the Phase 2 Reopening Plan.

Mayor Keener asked the Remingtons how important is the timing on this. He knew a tremendous amount of work has gone into this. Is this something that can be pushed back a few weeks into October provided we get the blessing to have an event of this magnitude?

Mr. Remington answered they already made the shirts and awards. If we have to, he thought they could use them for next year. The problem of moving the event into October is the weather. You can’t count on the weather being good. He didn’t think that would work.

Mayor Keener asked if he understood what they were up against.

Mr. Remington answered he did understand it. He wished there was a way to work through this. Some other counties are able to do stuff and whatnot. We have a higher population, of course. Even other states such as Utah, are playing football while our kids are sitting at home. We are really restrictive here compared to other places for sure.

Mayor Keener asked Mr. McCarty if he had any other thoughts. He spoke passionately in support of this event, which we all support and would love to see it go forward. Mayor Keener felt like our hands are tied.

Mr. McCarty said he respected that the Council is looking at finding a solution. Our lodging partners have been dramatically impacted. Thankfully, not as drastic as it has been. It has been damaging to our lodging community. He would like to see a solution. It is very frustrating when the Governor has the power to shut us down. He was hoping with this being an outdoor event and precautions being taken, that would allow for us to move forward. He understands the restrictions in the directives. He didn’t know if it was possible to reach out and say, “let us try to do something different. Give us a waiver on this.” He wants to see the community open up again responsibly. It is not responsible to disobey the Governor’s directives.

Councilman Stone spoke about some out of the box thoughts. What if you turn this into an event with all of these cars, a drive thru COVID testing free event. Is there any reason, other than shutting it down, what if we talk to the tribe and put it up on the reservation? Is there anything that would get us in trouble?

Mayor Keener noted that is an independent sovereign nation.

Councilman Stone stated he was talking out of the box. There is a lot of ideas. He wants to find a way for these guys. The next events are going to be facing the same thing. We are going to be in trouble.

Mayor Keener said he wanted to hear from former Mayor Chris Johnson. He was online and Mayor Keener wanted his thoughts.

Chris Johnson said he thought there are probably ways you can organize this. He doesn't know all the details since he has been working some other items. There is an advantage with an event like this because it is outside. He thought when you look at the directives, what really hit home for him with the directives is the 6 foot separation. Any time you can have that type of scenario then that gives some advantage to the event.

Mayor Keener said we need a solution but he didn't think there was an answer to it. We are just not able to find it in order to stay in compliance. In order to fully open up our businesses we need to get out of the Red Zone. At this point in time, having that scarlet letter on the forehead makes it really difficult to entertain things like this.

Mr. Johnson said he got that. There are definitely risks that the City would have to take. You know they are going to get support from the state on it. If he were an elected official right now he would be having a tough time. He wouldn't want to go sideways with the State but then you see other states allowing things like football. He has heard of the officials shutting down those football games because of folks not wearing their masks. We need that kind of support in order to have it. He would take a hard look at spreading people out. If you can maintain that separation, he didn't know if the crowd would comply, but they would you could possibly have that type of activity. The City would have to take some risks but he felt an outdoor event was relatively safe. These types of events are big for the community. As a member of the community, he would support the Council's decision in either event.

Mayor Keener thanked Mr. Johnson for his thoughts. One thing to think about, do we want to consider having a special committee to look into this and call an emergency meeting for next week to reconvene at that time? He was just grasping at straws to see if there is any practical way an event like this could happen.

Mr. Calder said the only way he could see a possibility is if this gets addressed with the State Task Force on Thursday to find out if they would be willing to allow an event of this nature. If they were to say, "Absolutely no way," it's not going to be able to happen. This is the new Task Force under that Roadmap, the Road to Recovery, which is the Governor's new plan. There are some other consequences in here they haven't really talked about, outside of having to give the CARES Act money back. If were to get to a mitigation level 2, it would involve not only compliance with the Statewide Directives, but it would either be take action to address fraud based on data for State and local businesses, businesses licenses will be removed for targeted businesses, and a potential return to Phase 1 recommendations. You could have a situation where if the numbers got bad enough in Elko County and City of Elko, under this new plan which everybody is still trying to get their arms around, you could see the community having to roll back to Phase 1 within the whole city or the whole county. At least from our perspective at the City, from an economic standpoint, we understand the issues with special events, but we wouldn't want to see a rollback to Phase 1 for all of the businesses. If that would happen right now, Phase 1 is effecting bars but it is not effecting anyone else right now. That is a potential that is listed in this report. He wasn't sure how many of Council had actually read through that report but it is detailed and it states a potential return to Phase 1 could be a mitigation strategy. The best we could do is get in on that phone call with the County on Thursday and propose something like this and say, "hey we have this special event request in the City of Elko with a potential of up to 3,000 people, what do you guys say?" If that State Task Force shuts it down there is no way forward.

Mayor Keener asked how many days does it take for posting for a special meeting. Is it three days?

Mr. Calder answered yes. You would have the same requirement as for a regular meeting.

Ms. Wooldridge added to what Mr. Calder said about the meeting with the County. The County has to turn that plan in to this committee by Wednesday at 5:00pm. That was what didn't happen last week and they consider it late so they did not consider anything on the plan. If we want this request on the plan, we probably need to get it to the County by tomorrow at 5:00pm and have their agreement to even put it on there.

Mr. Remington said he knew this hadn't been done yet but was there way to have a peaceful protest car show. He thought that would go fine, as long as it is a political protest.

Mayor Keener noted that political speech is protected.

Councilman Stone asked when you are saying 3,000, that is total through the whole thing over 2 days. You are talking maybe 500 or 600 people max at a time, is that correct?

Mr. Remington answered yes. You have 300 entries and they come and go. At the very busiest time there is maybe 500-600 people in the park. We do say that number because we want people to know that this is a big car show, come to this car show. We want to make it look like this is a great car show. And it is. People come in and out of that park through both days. You have guys that work at the mines or different shifts, they come in and check out the cars for about a half hour to an hour. You have people blowing through it the whole time.

Councilman Stone thought they could put car show A behind the Convention Center, which isn't actually City property. Put car show B on the other side.

Mayor Keener said they had a component of it last year to where there were cars downtown. That spread people out as well. He thought that was a great strategy. Maybe we should float a trial balloon at that meeting on Thursday and say, "Hey, the community would really like to have this. We have volunteers that have put a lot of blood and sweat into the planning of it. Is there a way that this can go forward?" If they flat out tell you no, then we know the answer. Maybe there is a way to make it work. We can't live in a bubble forever. We have been in this thing for six months now with no end in sight. It is his understanding that the original intent was to slow the spread so our medical infrastructure would not be stressed. We have not seen any stressing at the local level. It is just really frustrating that we are being bound the way that we are.

Mr. McCarty said he wanted to make sure the Council was aware that in the application that was approved this morning to the Convention Center, the Convention Center waived the standard fees that would have been applied to this event. He wanted to make sure the Council knew this was not a revenue source for the Convention Center. The fees for this were waiving knowing what the impact to the community would be. He was trying to find an updated Red Zone on this listing for the White House. The only thing he could find was posted last week that said nine states were all that was left on the Red Zone and the article indicated that Nevada was not one of those, however, it did not say specifically what those nine states were. Perhaps on the Thursday call, maybe we can get an update on that. It would be helpful to provide more information.

Mayor Keener thought of the 3,000 attendees, only about 600 would be from outside the area, is that correct?

Mr. Remington answered he wasn't sure if even 600 would be from outside the area. Most of the people that come to look at the cars are from this area. If we had 100 cars come or 150 cars come from outside the area, maybe 200 or 300 people are coming from out of the area. That would be the contestants.

Mayor Keener thought this might sound unconventional but we live in unconventional times. What if he were to charge an entry fee to get into the event, \$5-\$10, he thought that would curtail the number of people congregating and visiting the event. It would limit it to the true enthusiasts. Is that something that would be an option?

Councilwoman Simons said she felt like a schmuck saying this because she has been talking to her kids about how we need to obey the laws of the land but, she was wondering, worst case scenario, if we need to say there cannot be a registration or a bar, but if classic cars randomly come into Elko and people randomly go out to look at them. We aren't sanctioning anything. We wouldn't be authorizing a permit. But sometimes classic cars come into town and sometimes people like to look at them. There would not be any prizes or organization around it. She was trying to think of something, anything.

Mr. Calder said the one thing he can say was that the Task Force has an open mind and he thought they would be willing to consider different ideas in Elko County. They will be subject to the same emergency directives and it will narrow down to, can you hold a special event of this size and keep your groups to 50 or less in an area when that means you have to have 10 different areas? They will be looking at that. If we can propose something where we can spread it out where it is not in one congregated area, we might have a shot. That is about the best he could think of.

Mr. Remington said the Convention Center did authorize them to use that big back parking lot. We have about seven guys that tell people where to park. If we spread all those cars out in the park and then spread them out into the back parking lot to where there is plenty of room and plenty of space, that would be a really good plan. He thought that would be the best plan. That way we are moving these cars further apart and have more people be able to walk and spread out.

Mr. Stanton said the limitation isn't on the cars; it is on the gathering of people. He thought that if we stand a chance with the State, we are going to have to convince them that somehow they are going to keep the gatherings of people to 50 or less, regardless of where the cars are. He assumes the people will be around the cars. Maybe by cordoning off areas and having a certain amount of separation between them and then monitoring the number of people that come into a specific area.

Ms. Remington asked how much space do you need per 50 people.

Mr. Stanton answered the directive does not say.

Mr. Remington said at the show they never have 50 people all together unless it is the burnout contest and maybe when they do the louder pipe contest. We are not going to do the burnout contest and they can take out the louder pipes. Usually the cars will pull up and we put the mic in the exhaust with people gathered around to listen to the car. The one with the loudest decibel level,

that would be the loudest pipe. Last week in Battle Mountain, they kept their cars in their spots and the guy with the mic went to the car. Everyone in the park stayed where they were. That was their whole COVID plan. He doesn't need to have the loudest pipe or the burnout contest. Most of the time people are just walking around looking at cars. You will never get 50 people around one car. They are spread out throughout the whole park.

Mr. Stanton said we are talking about pitching a case to the State on Thursday. Operationally, will they have some sort of a mechanism for keeping more than 50 people from gathering in a specific area? Is there a way to do that?

Mr. Remington said they can make that happen. They would do that but they never have that many people all together. If we knew the distance wise, it would be good. Last year they had a video crew film over the car show and you could see how people were all spread out. The only time people were congregated together was during the burnout contest and the loudest pipe.

Mr. Stanton said let's say for example, the people in the gathering are six feet apart. Could you have a single gathering of people, 50 or less, that are six feet apart in the public area?

Ms. Remington said she was thinking they could have the whole Convention Center parking lot and the park, we can put all of the Corvettes in one spot. Then maybe there are 20 Corvettes and maybe all the Mustangs in one area. She wasn't sure how big the sections could be per 6 feet.

Mr. Stanton asked how would you enforce this?

Ms. Remington said they take the time and park to see where people will fit before all this this happens. The volunteers that help them, they park everyone.

Mr. Stanton asked how would you enforce the public gathering in groups of 50 or less. How would you make sure the public didn't gather in groups that had more than 50 people in specific areas?

Mr. Remington answered they would have their people talk to them and make them spread out.

Mayor Keener said he thought City Council members should volunteer to just attend the event and help with the compliance for not gathering.

Mr. Stanton said just don't talk to each other then.

Mr. Remington said he would love to have them all there to help them make this happen.

Councilman Stone asked similar to how you divide your cars out, take all the spacing you have in the park, all the spacing you have in the back of the Convention Center, divide that out into sections, have a person at each of those sections to where you can show that by mathematic square footage you are going to have less than 50 people in each one. You could probably show lower numbers by showing the full square footage you will be using and dividing that out. You would have a person in those sections to monitor. If it is looking to be over 50, it may never get over 25 if you divide those sections out because it is so big, you could present that to them.

Mayor Keener asked about the plan that needs to be presented to the State, that would be presented on Thursday, but when would be the deadline for submission.

Mr. Calder said we would have to get something to the County right away because they have to have it to the State by tomorrow by 5:00 pm. We already submitted some information on other issues with regard to the COVID-19. We can put something together very rough conceptually about spreading the vehicles out, making sure each area has less than 50 people, how the car club will monitor that, how the car club will monitor mask compliance. In all the events we have seen, whether it was City sponsored or sponsored by a non-profit, the mask compliance has not been adhered to whatsoever. He assumes that is because the public just doesn't want to do it. He thought the mask compliance will be a problem but we will have to put that in the plan.

Councilwoman Simons thought submitting this to the State is our only option. If we get shut down then that is where the buck stops.

Mayor Keener agreed. His thoughts are to direct the Remington's group to communicate with Mr. Calder, preferably this evening. He asked Mr. Calder if he would be available if they were to call him right now.

Mr. Calder answered yes, he would be available. He thought he had the general concept. He could draft something up and email it to them for revisions. If one of them could be on standby this evening, he could send them an email in the next half hour or so. He can submit it to the County once he gets it back.

Mayor Keener apologized that Council couldn't have good news for them this evening but know that if it is possible to pull this off, we will find some way to do it. The right thing to do right now would be to table this item.

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

The motion passed unanimously. (5-0)

- C. Review, consideration, and possible approval of the Elko County "no-fair" special event permit and special event liquor license, and matters related thereto. **FOR POSSIBLE ACTION**

The Elko County Fair Board is requesting a special event liquor license for the "no fair event" to be held September 4-7th at the Elko County Fairground. At the time of application, Elko County remains in the "red zone" regarding COVID-19 and is under Governor's directive 027 prohibiting bars that do not serve food to be open and prohibiting bar tops to be open. The "no fair" plans to have a food truck and bar service at the Cowboy bar. KW

Kelly Wooldridge, City Clerk, explained this is similar to the last event. She was contacted by Stockmens and they would be doing the liquor and food. A food truck was discussed but the food truck would only be serving food and the Cowboy Bar would be serving drinks like they always do. She saw Giovanni Puccinelli online and thought he would like to talk about their plans. They would be doing livestock events and ranch hand type rodeos.

Giovanni Puccinelli, Elko County Fair Board, 544 Skyline Drive, Elko, said he felt sorry for the decisions that Council has to make right now. The hardest one he had to make himself was when they canceled the 100 Anniversary of the Fair. They ended up postponing it. That had to do with the State and their gaming license. They are trying to put on a little event. It will not be big. What really attracts the crowd is the horseracing. That is where they make their money. They are trying to put on a little event, have the Cowboy Bar, and give the 4H kids a chance to sell their beef. With the crowds, he doesn't believe they will be as big as they are or have been. If they get 100-150 people in the stands for the riding contest he would be impressed. There will be more participants than people watching. They are not charging for the event. The livestock show, anyone going in there, they will check their temperature. For the branding contest, and they will have 3 or 4 events, they will close up the gate. They will take temperatures of everyone going in and ask for masks to come in. As you all know, once they go in there, it is hard to be controlling their masks. Most people will take the darn things off even though they are wearing it as they come in. That will be a tough one to police. They have a lot of restrooms around there. They will try to get some hand wash/sanitizing stations. They will definitely get more port-a-potties in there. They will have people cleaning on an hourly basis to keep them as clean as possible. As for the bar, a few details were missed. Knowing what the restrictions are on a bar in town, they will put some tables out away from the bar and have servers and bartenders. He thought that was the only way they can do it. The area will be roped off. He doesn't think it will be busy. One bartender that will be working it has worked the Stampede and knows what the requirements are for it. They will clean the bar on a regular basis. There is a hand sink behind it. There will be hand sanitizer for the bartenders and they will be wearing masks and they will all have gloves on.

Mayor Keener said they will probably need to see more of a detailed plan, like we were talking about for the Rides and Rods Event. Mr. Calder will be tied up working on their plan. Is that something that he could forward to Mr. Calder. There wasn't anything in the agenda packet other than the application. If he could put together a detailed plan, something that will be vetted by the group that meets at the State level on Thursday. Maybe there will be a shot. It seems like it will be a much smaller event. He thought there will be a high likelihood of approval on this.

Mr. Puccinelli said the bar is the bar. There will be drinks out of it. They could probably just do straight beer but he won't lie. The bar is not allowed. They aren't charging admittance so they won't be making any money on this. If the liquor license isn't granted he will be disappointed but he respects their decision because he understands what they are going through. As for the grandstands, they can probably put something together. He doesn't think it will be hard to separate people in the grandstands. It sits roughly 2,000 people in the grandstands. We can keep reminding them. If you need something, he would try to put it together today or get it to them first thing in the morning.

Mayor Keener asked as far as beverages go, has he thought about utilizing Las Brisas because they have a liquor license.

Mr. Puccinelli answered as part of the bar itself, they were going to have food trucks sitting right next to it. They will have two to give people a variety. If the liquor license did get rejected, our next step was to talk to Las Brisas and give them an option there. He respects their decision either way.

Mayor Keener thought their hands were tied. We need to treat this the same as we did the previous item and that is to table it pending review from that panel on Thursday.

Mr. Puccinelli said he could accept that.

Councilman Hance thought they could do a baseball stadium style by having people walking the grandstands with a thing and then you are serving it. That and a bag of chips and you are covered.

Mr. Puccinelli stated he would be good at that because he talks a lot.

Mayor Keener called for public comment without a response.

Mr. Puccinelli said he would go in really early and get the information to Mr. Calder first thing in the morning.

Dave Stanton, City Attorney, said it looks to him that the event is to be held on September 4-7. That will take place before the next City Council Meeting unless a special meeting is held. If we are going to table it, it just wanted to point it out that if it was going to be tabled until the next regularly scheduled meeting of the City Council, there wouldn't be much point to it. It might have to be put on an agenda as a new item.

Councilman Hance thought they would hold a special meeting.

Mayor Keener stated he had been thinking all along that the organizers need to know stat if they can do it or not. A special meeting would be in order.

Mr. Puccinelli said he could do what they need him to do.

**** A motion was made by Councilman Schmidlein, seconded by Councilman Stone, to table this item.**

The motion passed unanimously. (5-0)

- D. Review, consideration, and possible approval of the 2020 Gold Rush Challenge Bull Riding special event permit and special event liquor license, and matters related thereto. **FOR POSSIBLE ACTION**

Benavides Bucking Bulls, LLC is requesting a special event liquor license for the Bull Riding Event to be held September 12^h at the Elko County Fairground. At the time of application Elko County remains in the "red zone" regarding COVID-19 and is under Governor's directive 027 prohibiting bars that do not serve food to be open and prohibiting bar tops to be open. The event plans to have Stockmen's Hotel and Casino operating food and beverage. KW

Kelly Wooldridge, City Clerk, explained this is the same as the last one. She did received from Mr. Benavides today, a bit more details about their mitigation plan that she can pass along (Exhibit "B"). Mr. Benavides was online to answer questions as well.

Efram Benavides announced himself online. He submitted a plan to Ms. Wooldridge this morning through email. The community is very important and will always be put first. They put together what they think is a detailed plan about how they can host this event and make it fun and safe for everybody. They are well aware of everything going on and have taken all of that into consideration. They plan on having one way in and one way out with temperature screenings before they even purchase tickets. They will have masks available. They don't think this event will be as big as the Stampede. This is their first year. It is not a rodeo, it is more of just a bull riding competition. They might have maybe 50 to 100 people from out of town coming. They would like the crowd in a good year to be large but with everything going on they don't expect a large crowd. They put together a plan. They have the Sheriff and the Posse coming. The announcer has been asked to constantly remind everyone to sanitize and social distance and do all that they can. They can't force anyone to do anything but they will do the best that they can.

Mayor Keener thanked Mr. Benavides for his presentation on that. Not wanting to be accused of playing any favorites even though this is a smaller sized gathering, we need to treat all of these in the same manner by submitting them to that board. You have your guidelines and mitigation plan that you forwarded to the City Clerk. That can be included in the meeting with the State officials on Thursday. Hopefully we will be able to persuade some folks that we can do it safely and be able to look at having that event. He would like to see the event go forward.

Mr. Benavides thanked the Mayor and stated they have been working hard on this. They are trying to do the best that they can. They have a lot of people excited about the event in the community. He hopes for the best.

**** A motion was made by Councilman Hance, seconded by Councilman Stone, to table agenda item IV.D.**

The motion passed unanimously. (5-0)

V. 5:30 P.M. PUBLIC HEARINGS

- A. Review of bids received and subsequent public auction for the sale of approximately 3,073 square feet of City owned property located generally northeast of the intersection of Sewell Drive and Sage Street, referred to as APN 001-013-018, and matters related thereto. **FOR POSSIBLE ACTION**

On July 28, 2020, City Council approved Resolution No. 14-20, which set forth the conditions of the public auction for the sale of City owned land. The minimum sale price must be \$14,500.00 payable in cash or cashier's check at close of sale, which shall be within sixty (60) days of acceptance by the City Council of the highest bid. A copy of Resolution No. 14-20 has been enclosed in the agenda packet for review.
CL

Cathy Laughlin, City Planner, thought Ms. Wooldridge had some bids for this item and gave them to Mayor Keener.

Mayor Keener stated he had an envelope addressed to Elko City Council, received 8/25/2020 1:05 pm, and it's got Ms. Wooldridge's initials. He asked if he should open it.

Ms. Laughlin answered yes.

Mayor Keener opened the envelope. He read the paper inside (Exhibit "C"). "Bid for property. Date: August 25, 2020. From Sue Smales and Butch Smales Family Trust, 1400 Sewell Drive, Elko. Official Bid for Property Parcel APN: 001-013-018, in the amount of \$14,500. And this appears to be the only bid that was received. He asked if there was anyone that was interested in this item. There was no response to the request.

Patty Smales, Smales Trust, announced herself online.

Mayor Keener said she was the sole bidder unless someone else chimes in. He offered to give them a few more moments to make a verbal bid for the property. After waiting 30 seconds for a response he congratulated Ms. Smales for being the successful bidder. He looks forward to seeing the property developed.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to accept the bid in the amount of \$14,500 from the Smales Family Trust.**

The motion passed unanimously. (5-0)

- B. Review of bids received and subsequent public auction for the lease of approximately 8.69 acres of City owned property located generally north of West Idaho Street, referred to as APN 006-09G-027, and matters related thereto. **FOR POSSIBLE ACTION**

On July 28, 2020, City Council approved Resolution No. 15-20, which set forth the conditions of the public auction for the lease of City owned land. The minimum annual market rent must be \$19,000.00. A copy of Resolution No. 15-20 has been enclosed in the agenda packet for review. CL

Councilman Schmidtlein recused himself from the discussion due to a conflict.

Mayor Keener noted he had only one envelope.

Cathy Laughlin, City Planner, said just like the last item, all bids would have been required to be received by the City Clerk by 5:30 pm today. If you have just the one bid, then that would be all that we have.

Councilman Hance noted that we still open it up for oral bids.

Mayor Keener stated the envelope was received on 8/25/2020 at 3:05 pm, initialed by Debbie Henseler of the Clerk's Office. The letter inside was from ESM2, LLC (Exhibit "D"). They have a bid for the aforementioned APN. ESM2, LLC offers an annual bid of \$19,000 for a period of ten (10) years, subject to renewal for an additional five (5) years for the above referenced property. Respectfully submitted, Pamela Lattin. He asked if anyone else would like to bid on this agenda item for the lease of approximately 8.69 acres of City owned property, located generally north of West Idaho Street. After a short wait he noted there weren't any takers on that. It appeared that the incumbent tenant would be able to maintain their lease on this.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to accept the bid of \$19,000 annually, subject to compliance to Resolution No. 15-20.**

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

- C. Review, consideration, and possible adoption of Resolution No. 17-20, a resolution of the Elko City Council, amending the Elko City Master Plan, specifically amending: 1) the Proposed Future Land Use Plan Atlas Map 8 on six parcels of land located on S. 5th Street generally between Carlin Court and S. 9th Street; 2) the Land Use Section to add RO (Residential Office) as a corresponding zoning under the Downtown Mixed-Use land use designation; and 3) the Proposed Future Land Use Plan Atlas Map 8 on one parcel located at the western terminus of Rocky Road, filed as Elko City Master Plan Amendment No. 2-20, and matters related thereto. **FOR POSSIBLE ACTION**

On August 4, 2020, the Planning Commission adopted its Resolution No. 2-20 to amend the Proposed Future Land Use Plan Atlas Map 8 and the RO (Residential Office) Land Use Section of the current Elko City Master Plan as outlined above. An amendment of this type requires positive action by both the Planning Commission and the City Council. If the City Council suggests any changes to the Master Plan amendment as adopted by the Planning Commission, the Master Plan must first go back to the Planning Commission for review and approval. MR

Cathy Laughlin, City Planner, explained a copy of the Planning Commission Resolution was included in the packet. This is mostly a lot of cleaning house. This amendment was started as the proposed sales of the 15+ acres to the VA. That property was not in the Master Plan for Public Use. Also, some property on the south side of town had not been designated for commercial use. This will clean up those two areas.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Hance, seconded by Councilman Stone, to adopt Resolution No. 17-20.**

The motion passed unanimously. (5-0)

- G. Review, consideration, and possible action to conditionally approve Tentative Map No. 5-20, filed by BDSA, LLC, for the development of a subdivision entitled Tower Hill Unit 4, involving the proposed division of approximately 8.601 acres of property into 5 lots for residential development within the R1 (Single-Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

The subject property is located northeast of Lamoille Highway and south of Stitzel Road (APN 001-929-125). The Planning Commission considered this item on August 4, 2020, and took action to forward a recommendation to conditionally approve Tentative Map 5-20. MR

Ms. Laughlin explained this is for Phase 4 and a continuation of Mr. MacRitchie's Tower Hill Subdivision. The map is in order and everything is ready to go on the City's part.

Scott MacRitchie said they were all good.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Stone, seconded by Councilman Schmidlein, to conditionally approve Tentative Map No. 5-20 for the Tower Hill Unit 4 Subdivision, subject to the findings and conditions as recommended by the Planning Commission. City Council determines that the property can be divided based on the findings required in Section 3-3-5E2 of the Municipal Code.**

The motion passed unanimously. (5-0)

- D. Review, consideration, and possible action to adopt Resolution No. 18-20, a resolution of the Elko City Council, adopting a change in zoning district boundaries from AG (General Agriculture) to PQP (Public, Quasi-Public) Zoning District, approximately 38.09 acres of property, filed by City of Elko, and processed as Rezone No. 2-20, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission considered the Subject Zone Change Request on August 4, 2020, and took action to forward a recommendation to City Council to adopt a resolution, which approves Rezone No. 2-20. CL

Ms. Laughlin explained the zone change request.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Hance, seconded by Councilman Schmidlein, to adopt Resolution No. 18-20.**

The motion passed unanimously. (5-0)

- E. Review, consideration, and possible action to adopt Resolution No. 19-20, a resolution and order vacating a portion of Fir Street Right-of-Way, consisting of an area approximately 1,500 sq. ft. abutting APN's 001-096-010 through 001-096-015, which is located within the City of Elko, Nevada, to the abutting property owner Real Estate Pro, LLC., filed and processed as Vacation No. 2-20, and matters related thereto. **FOR POSSIBLE ACTION**

Council accepted the petition to vacate this Right-of-Way at its regular meeting of July 14, 2020, and directed Staff to continue with the vacation process by referring the matter to the Planning Commission. The Planning Commission considered the vacation at its regular meeting of August 4, 2020, and took action to forward a recommendation to Council to adopt a resolution, which conditionally approves Vacation No. 2-20 with findings in support of its recommendation. CL

Cathy Laughlin, City Planner, explained the vacation request. She recommended conditional approval.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to adopt Resolution No. 19-20, which contains conditions as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

- F. Public hearing pursuant to NRS 268.059(1)(a) regarding the appraised fair market value and possible sale of approximately 2,800 sq. ft. of City-owned property located generally west of the terminus of Front Street and south of 5th Street, designated as a portion of APN 001-01R-001. Discussion and possible motion determining that the fair market value of the property is \$22,500 in accordance with the appraisal of Jason Buckholz of CRBE, Inc., appraiser, and matters related thereto. **FOR POSSIBLE ACTION**

City Council approved a petition to sell 2,800 sq. ft. to Safelink Internet LLC. at their April 28, 2020 meeting and directed Staff to proceed with the statutory process for selling the parcel pursuant to NRS 268.063. The company has since created a new LLC., Anthem Broadband of Nevada, LLC. Anthem Broadband now seeks to purchase the same property for the purpose of constructing a communications building as part of its plan to provide high-speed Internet to businesses and residents of the City. The City Council will consider the sale of this property to Anthem Broadband pursuant to the economic development exception later in this meeting. However, prior to invoking that exception, pursuant to NRS 268.059 and 268.063 the City Council must first hold a public hearing on the matter of the appraised fair market value of the real property. CL

Councilwoman Simons had some technical difficulties beginning at 6:10 pm.

Ms. Laughlin explained with the initiation of the zone amendment heard earlier in the evening, this is the same parcel. It is not quite yet created as a parcel since we are in the process of creating a parcel map. She recommended approval.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Schmidtlein, seconded by Councilman Stone, to accept the appraised fair market value as determined at the public hearing and adopt Resolution No. 20-20.**

The motion passed unanimously. (4-0 Councilwoman Simons was absent.)

III. RESOLUTIONS AND ORDINANCES (Cont.)

- A. Review, consideration, and possible adoption of Resolution No. 21-20, a resolution of the Elko City Council finding it is in the best interests of the public of the City of Elko to sell a \pm 2,800 sq. ft. portion of APN 001-01R-001 to Anthem Broadband

of Nevada LLC for the purposes of economic development pursuant to NRS 268.063, and matters related thereto. **FOR POSSIBLE ACTION**

On April 28, 2020, the City Council approved a petition to sell approximately 2,800 sq. ft. of vacant property to Safelink Internet LLC for the construction of a communications building, subject to an appraisal. Since that meeting, Safelink Internet LLC has formed a new limited-liability company called "Anthem Broadband of Nevada LLC," with the desire to construct the communications building and use the site in providing high-speed Internet to businesses and residents of the City. The appraisal, in the amount of \$22,500.00, was accepted during the Public Hearings portion of this meeting. The adoption of Resolution 21-20 permits the sale of the property to Anthem Broadband of Nevada LLC for economic development purposes without offering the property to the public. CL

Ms. Laughlin explained we are fortunate the NRS allows us to sell property for economic purposes. This resolution defines that.

Mayor Keener stated he was onboard with this and is pleased to see the progress on this. He called for public comment without a response.

Councilwoman Simons rejoined the meeting at 6:17 pm.

**** A motion was made by Councilman Stone, seconded by Councilman Schmidlein, to adopt Resolution No. 21-20.**

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

VI. REPORTS

A. Mayor and City Council

Mayor Keener reported he had a meeting with Senator Cortez-Masto along with Curtis Calder and Delmo Andreozzi and Jon Karr on Monday. He talked about concerns and issues effecting us here, most notably the hostile legislation that is the resolutions that have been forwarded in the emergency session of the Nevada Legislature. Senator Cortez-Masto has offered to put together a delegation of legislators from the south to make a trip up to the mines to visit.

B. City Manager

Curtis Calder stated Jan Baum will give an update on the CARES Act Funding. He also reported on the flood litigation settlement.

C. Assistant City Manager

D. Utilities Director

Dale Johnson reported on the testing of the WRF water for the COVID-19 virus. The numbers are down but he didn't have the report in front of him. He hopes they continue to go down.

E. Public Works

F. Airport Manager

G. City Attorney

H. Fire Chief

I. Police Chief

J. City Clerk

Kelly Wooldridge reported she finished the room taxes for July and we were up 5% from last year. The hotels are pretty full and people are traveling.

K. City Planner

Mayor Keener said it was his understanding that there was a resignation from the Planning Commission.

Cathy Laughlin confirmed that was the case and she will be bringing that to Council on September 8 to authorize them to go out to fill that vacancy and accept the resignation.

L. Development Manager

M. Financial Services Director

Jan Baum reported she has been working on the CARES Act funding and as of now we haven't expended any funds that would out of line, just in case they decide to send the money back. She prepared the July report for the State and also the March through June report. As of now, she has emailed the County regarding the grant program and they have not rolled that out yet. It should be rolled out at the end of the month.

Mayor Keener asked that the board be CC'd on the reports to the State so they could take a look at it.

Councilman Stone asked if any of the sick leave will be given back to the employees.

Ms. Baum said it was their intention to reimburse that to the employees. When the expenditure is approved by the State, that is what they intend to do.

Mayor Keener noted that in the budget transfers, there were quite a bit of them that consisted of PERS. Did the PERS costs come in higher than anticipated?

Ms. Baum answered no. A lot of the PERS was a credit that we were taking away from the PERS. They took budget away from the PERS and gave it to an expenditure.

N. Parks and Recreation Director

James Wiley gave an update on the youth sports activities. Youth sports are currently on hold in a practice only state and awaiting further guidelines from LEAP (Local Empowerment Advisory Panel) as to whether they will begin to entertain a competitive aspect.

Mayor Keener asked if there have been inquiries regarding the Golf Course Concessionaire contract.

Mr. Wiley answered an individual submitted some questions to us regarding some details about operations and financial status. We are in the process of answering those and getting the answers posted.

Kelly Wooldridge said she has had two individuals contact her for information.

Mr. Wiley said the Golf Irrigation Pond project will begin September 8. We may have started draining the ponds a bit earlier than anticipated. They were drained this weekend. The WRF was on site tying in the bypass water so they can continue to water the golf course.

O. Civil Engineer

P. Building Official

COMMENTS BY THE GENERAL PUBLIC

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. 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**

Stormy Remington said this weekend is the Jackpot Car Show. Last year she went and they had over 200 cars and they were in the park across the street from Cactus Pete's. That park is smaller than our park area. They have a lot of cars that come from Idaho and here. She looked at their website and the event has not been canceled.

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

Mayor Reece Keener

Kelly Wooldridge, City Clerk

Elko City Council
Agenda Action Sheet

1. Title: **Review, consideration, and possible approval of the revised position description for Part-Time City Sexton (appointed official), and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 8, 2020**
3. Agenda Category: **PERSONNEL**
4. Time Required: **5 Minutes**
5. Background Information: **The City Sexton position description has been revised and updated to more accurately reflect the duties of the position. The reorganization and realignment of the City Sexton duties was approved during the June 23, 2020 City Council Meeting. SS**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Copy of proposed position description**
9. Recommended Motion: **Approve the revised City Sexton position description as presented effective September 8, 2020**
10. Prepared By: **Susie Shurtz, Human Resources Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

City of Elko, Nevada – Position Description

Department: Appointed Officials
Title: Part-time City Sexton
FLSA Status:

Created: 2013

Last Revised: September 8, 2020

DEFINITION:

This position is appointed by the Elko City Council. This position works closely with the Clerk's Office and the Parks and Recreation Department and performs duties as assigned.

DISTINGUISHING CHARACTERISTICS OF CLASS:

Incumbents report to the City Council and are expected to perform the full range of duties, as included in the job description.

EXAMPLES OF WORK PERFORMED:

The duties listed below are examples of the work typically performed by an employee in this position. An employee may not be assigned all duties listed and may be assigned duties which are not listed below.

1. Ensure the correct location and placement of any permanent markers, stones, memorials etc.
2. Meet with clients at the cemetery to discuss cemetery plots, as directed by City staff.
3. Coordinate special projects regarding markers for Veteran graves.
4. Confirm existing lot and grave information with the Clerk's Office, and conduct research as necessary.
5. Conduct educational and historic tours of the cemetery grounds for special occasions.
6. Additional duties as assigned by City Council or City Manager

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of

- Knowledge of cemetery system
- Knowledge of or ability to learn applicable NRS which apply to the position of City Sexton.

Skill and Ability to

- Work effectively with the public
- Good public relations
- Read documents
- Take and record accurate measurements
- Maintain organized records
- Work under stress from demanding deadlines and/or changing priorities and conditions.
- Ability to effectively communicate with the public and City team members.

EXPERIENCE AND TRAINING:

Any combination of training, education, and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:

Equivalent to graduation from high school. Interaction with personnel who work in the cemetery system.

NECESSARY SPECIAL REQUIREMENTS:

Must hold valid Driver's License.

Must live within thirty miles of the City limits.

PHYSICAL REQUIREMENTS:

The physical requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

Hand eye coordination to read maps and associated material and maintain records. This position frequently required to walk, stand, use hands, listen and sit. Incumbents are occasionally required to walk cemetery grounds.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer.

WORKING CONDITIONS:

Work is performed under the following conditions.

Most work is performed outside with exposure to extreme weather conditions including heat, rain, snow, cold, and wind. Frequent exposure to noise, dust, fumes, and odors. Potential exposure to dangerous chemicals and unpleasant materials and odors. Occasional work in confined areas.

Due to the nature of this position being part-time, the following Sexton duties will be performed by full-time staff as listed:

1. Sell burial plots – ***Clerk's Office***
2. Record receipts, receive money and transfer money to the City Finance Office – ***Clerk's Office***
3. Issue cemetery/burial certificates. The certificates should include the place of burial by section, lot or grave, or other place of interment – ***Clerk's Office***
4. Issue permits for disinterment, opening and closing fees apply – ***Clerk's Office***
5. Maintain record of burials by name, etc. Note the sold plots on a map. – ***Clerk's Office***
6. Communicate with funeral homes regarding burial plot locations and burial plans. – ***Clerk's Office and Parks and Recreation***
7. Coordinate opening of grave with appropriate personnel who will open the grave. – ***Clerk's Office and Parks and Recreation***
8. Ensure the graves and cemeteries are maintained – ***Parks and Recreation***

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, discussion, and possible approval to authorize the Parks Department to purchase mowing equipment via the State of Nevada's contract with NASPO (National Association of State Procurement Officials), in accordance with NRS 332.195, Joinder or Mutual use of contracts, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 8, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **The Parks Department was approved to purchase mowing equipment for the current fiscal year with a budget of \$102,000. NRS 332.195 authorizes the use of joinder contracts within or outside the State of Nevada for the acquisition of equipment with the authorization of the contracting vendor. Toro has provided authorization for the use of the Nevada NASPO contract to the City of Elko for the purchase of a Toro Groundmaster 5900 (T-4) mower. A copy of the purchase amount has been included in the packet. JW**
6. Budget Information:

Appropriation Required: \$101,549.38
Budget amount available: \$102,000.00
Fund name: Capital Equipment Fund
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Information sheet about NASPO, copy of NRS332.195 Joinder or Mutual Use of contracts by governmental entities, copy of the purchase amount for the equipment.**
9. Recommended Motion: **Move to authorize Staff to purchase a Toro Groundmaster 5900 (T-4) mower by means of the State of Nevada contract with NASPO in the amount of \$101,549.38.**
10. Prepared By: **James Wiley, Director of Parks and Recreation**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:



**TURF EQUIPMENT
& IRRIGATION INC**

Proposal Date: 2020-08-13
Expiration Date: 2020-11-11
Quote ID: Q53039



Count on it.

Turf Equipment & Irrigation, Inc.
1630 S. Gladiola St. SLC, UT 84104
P.O. Box 26903 SLC, UT 84126-0903
(801) 566-3256

Joe Carr
Parks Superintendent
Elko City Parks & Recreation Department
1435 Idaho Street Elko, Nevada 89801 United States

Prepared by:
Scott Marquart
Dist_CML_SalesManager
+1 2088707686
scott.marquart@turfequip.com

Nevada NASPO Contract

All pricing is valid for thirty (30) days. Time of delivery may vary; please check when placing order.

<u>Qty</u>	<u>Model #</u>	<u>Name</u>	<u>Award</u>	<u>Ext. Award</u>
1	31698	Groundsmaster 5900 (T4)	\$101,549.38	\$101,549.38
1	30669	Universal Sunshade, White		
1	138-3002	Power Harness Kit		
1	44958	MVP Kit 1000 Hour (PX Hydraulic Fluid - September 12, 2018 And Up)		
1	31509	Rotating Beacon		
1	132-1391	Atomic Blade Service Pack (11 Blades)		
1	122-0729	Wire Harness		

Equipment Total: \$101,549.38

Does not include Sales Tax, Use Tax, or Personal Property Tax

PARTICIPATING ADDENDUM
WSCA/NASPO COOPERATIVE PURCHASING ORGANIZATION
Ground Maintenance Equipment
Administered by the Commonwealth of Virginia (hereinafter "Lead State")
MASTER AGREEMENT
The Toro Company
VA Contract Number: E194-1486
(hereinafter "Contractor")
And
The State of Nevada
(hereinafter "Participating State/Entity")

Page 1 of 6

1. Scope: This addendum adds the State of Nevada as a Participating State to purchase Ground Maintenance Equipment from the NASPO Master Agreement E194-1486 led by the Commonwealth of Virginia. All governmental entities within the State of Nevada including all State Agencies, the Nevada System of Higher Education, the Court System, the Legislative Counsel Bureau and all Political Subdivisions within the State of Nevada are authorized to purchase ground maintenance equipment. This Participating Addendum does NOT include servicing of equipment.

2. Participation: Use of specific WSCA/NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use State of Nevada contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

a. Participation under this contract by political subdivisions (i.e. colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

3. Participating State Modifications or Additions to Master Agreement:
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

a. Purchase Orders: Orders over \$8000.00 for Nevada State Agencies will be placed by formal purchase order issued by the Nevada State Purchasing Division. All orders will be shipped promptly in accordance with the terms of the Master Price Agreement and invoices shall be submitted to Nevada State Purchasing for payment. Invoices and all correspondence related to an individual order will reflect the purchase order number issued by Nevada State Purchasing. Orders under \$8000.00 may be purchased direct by the using agency.

b. Jurisdiction and Venue: This Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Nevada. Venue for all legal proceedings arising out of the Contract, or breach thereof, shall be in the State or Federal Court with competent jurisdiction in Carson City, Nevada.

c. Termination of the Participating Addendum: This Participating Addendum may be canceled by the State of Nevada, Purchasing Division at any time, with or without cause, upon 30 days written notice to the contract vendor. In the event the contract vendor is in default, the contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of such a cancellation, the contract vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted. This Participating Addendum may be canceled by the contract vendor upon 60 days written notice to the State of Nevada, Purchasing Division.

PARTICIPATING ADDENDUM
WSCA/NASPO COOPERATIVE PURCHASING ORGANIZATION
Ground Maintenance Equipment
Administered by the Commonwealth of Virginia (hereinafter "Lead State")
MASTER AGREEMENT
The Toro Company
VA Contract Number: E194-1488
(hereinafter "Contractor")
And
The State of Nevada
(hereinafter "Participating State/Entity")

Page 2 of 6

d. Services: All onsite services such as installation, de-installation, training or ongoing maintenance, excluding warranty and break/fix support, requested by State agencies will require the implementation of an Independent Contract for Services per NRS 333, NAC 333 and SAM 0300.

e. Payment: The State generally pays within 30 days upon receipt of invoice and the using agency's approval. Per the State's policy and procedures, payments are not made prior to receipt of goods.

f. State of Nevada Quarterly Reporting: Contractor shall provide quarterly sales reporting in accordance with the schedule in the Master Agreement.

4. [Purposely left blank].

5. **Primary Contacts:** The primary contact individuals for this participating addendum are as follows (or their named successors):

Lead State

Name	Katherine Bosdell, CPPB, VCO, Statewide Contract Officer
Address	1111 E. Broad Street, 6 th Floor PO Box 1199 Richmond, VA 23218-1199
Telephone	804-786-2397
Fax	804-786-8413
E-mail	katherine.bosdell@dgs.virginia.gov

Contractor

Name	Pete Whitacre, District Sales Manager, Commercial Products Division, The Toro Company
Address	8111 Lyndale Avenue South Bloomington, Minnesota 55420-1198
Telephone	952-888-8801
Fax	952-887-8694
E-mail	peter.whitacre@toro.com

Participating Entity

Name	Teri Becker
Address	Nevada State Purchasing 816 East Musser Street, #300 Carson City, NV 89701
Telephone	(775) 684-0178

PARTICIPATING ADDENDUM
WSCA/NASPO COOPERATIVE PURCHASING ORGANIZATION
Ground Maintenance Equipment
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Page 3 of 6

Fax	(775) 884-0188
E-mail	thecker@adm.nv.gov

6. **Subcontractors:** All The Toro Company dealers and resellers authorized in the State of Nevada, as listed in Attachment C, are approved to provide sales to participants in the Master Agreement. The Toro Company dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Toro will encourage and incent its Distributors to provide the agreed-upon discount, but it is at their discretion to do so - WSCA-NASPO recommends that entities use compliance with the discount as a critical factor in determining which Distributor to do business with.

7. **Purchase Order Instructions:** All orders should contain the following (1) Mandatory Language "PO is subject to NASPO Contract # E194-1488" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized resellers so they can arrange for proper ordering and installation of your unit.

8. **Price Agreement Number:** All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State Contract Number: 3114 and the Lead State price agreement number: E194-1485.

9. **Individual Customer:** Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

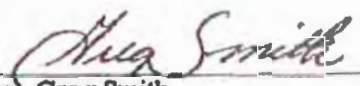
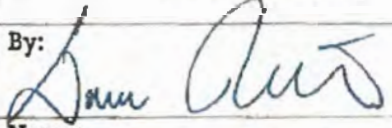
This Participating Addendum and the Master Agreement number E194-1488 (Exhibit A) (administered by the Commonwealth of Virginia) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

PARTICIPATING ADDENDUM
WSCA/NASPO COOPERATIVE PURCHASING ORGANIZATION
Ground Maintenance Equipment
Administered by the Commonwealth of Virginia (hereinafter "Lead State")
MASTER AGREEMENT
The Toro Company
VA Contract Number: E194-1485
(hereinafter "Contractor")
And
The State of Nevada
(hereinafter "Participating State/Entity")

Page 4 of 6

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State/Entity:	Contractor: The Toro Company
By: 	By: 
Name: Greg Smith	Name: Darren Redetzke
Title: Administrator, Purchasing Division	Title: Vice President
Date: 9-5-14	Date: 9-2-2014

PARTICIPATING ADDENDUM
WSCA/NASPO COOPERATIVE PURCHASING ORGANIZATION
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Page 5 of 6

Appendix A
CATEGORY AND CATALOG DISCOUNTS INSTRUCTIONS
E194.1485 (TORO ONLY)

Attachment's A, B and C that follows the Master Agreement includes the only approved equipment by Category and line item specifications. Each Category listed includes a completely configured unit to meet the specifications listed in Attachment A. Each Category in Attachment B includes a complete unit on line item one, to match the specification in Attachment A. The End Users may reconfigure this line item basic unit and/or all other basic units listed in each Category to meet their specification. Attachment B includes the manufacturer's model number, list price, less the firm percentage of discount for the basic unit. The basic unit(s) may be configured using the attachment/implements options per the published price listed with the firm percentage of discounts to meet the needs of the End Users. The End User must contact the Distributor that is identified in Attachment C for the Participating State/Entity. The Distributor may refer you to their local "Territory Representative" for price quotes, delivery, and Trade-Ins. The Manufacturers' current published price, less the percentage of discount, unit price, and the current published price list effective date by Category and by line item are on Attachment B.

TO USE THESE PRICE SHEETS PROCEED AS FOLLOWS:

ATTACHMENT A: APPROVED CONTRACT SPECIFICATIONS BY CATEGORY AND LINE ITEM FOR GROUND MAINTENANCE EQUIPMENT:

- 1) Identify the Commodity Category. Search the individual Category per line item listed in Attachment A for your required specification. Each Category listed in Attachment A includes specification for the basic unit, and may include additional order codes (attachments/implements or options) that meet or exceed the minimum specification in Attachment A.
- 2) Contact the Distributor or Contractor that is identified in Attachment C to determine if the item(s) needed is covered under this Contract. If model number is not listed on Attachment A and B, it is not covered under this Contract. Only the basic units listed by Category with the manufacturer's model number(s) are covered under this Contract. Contractor percentage(s) of discount will not apply to equipment not covered under this Contract.

ATTACHMENT B: Contract Pricing, Model Numbers, Delivery & Effective Published Price List by Category and Line Item for Ground Maintenance Equipment:

- 1) After you have identified equipment specifications in Attachment A, proceed to Attachment B for pricing information. The items that are listed in Attachment B, Pricing Information are based on the manufacturer's published price list per category and line

PARTICIPATING ADDENDUM
WSCA/NASPO COOPERATIVE PURCHASING ORGANIZATION
Ground Maintenance Equipment
Administered by the Commonwealth of Virginia (hereinafter "Lead State")
MASTER AGREEMENT
The Toro Company
VA Contract Number: E194-1486
(hereinafter "Contractor")
And
The State of Nevada
(hereinafter "Participating State/Entity")

Page 6 of 6

item, less a firm percentage discount.

- 2) If the line items listed do not meet your required specification, the agency's End User must contact their Distributor to configure the listed basic unit with the additional attachment/implements to meet their desired specifications and to obtain a written quote. The written quotation must include the contract number, the manufacture's list price less the percentage of discount and the effective date of the price list.
- 3) Upon receipt of your written quotation from the Distributor or Territory Representative, and with the authorized approval at the agency, the agencies' End User should submit their purchase order.
- 4) Your local Distributor will assign your "Territory Representative" to deliver and set-up and service your equipment F.O.B. Destination.

ATTACHMENT C: The Toro Company's Authorized Distributors for the State of Nevada

- 1) Find Attachment C, which includes The Toro Company's authorized Distributors for the State of Nevada. Any Distributors that are not listed on Attachment C cannot offer a quotation on behalf of The Toro Company using the fixed firm percentage of discount under this Contract.
- 2) Attachment C, also lists the Distributors authorized counties and territories that they service. The authorized Distributors may refer you to their assigned "Territory Representatives" to handles quotes, services, and Trade-Ins.
- 3) The Contractor's website and direct contact information is listed in Attachment B, under the Contact Header.
- 4) End Users electing to use this "optional" use contract shall contract only with the Distributor(s) listed herein, in order, to receive the firm percentage of discount offered through The Toro Company.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible acceptance of Public Improvements for the Great Basin Estates Unit 3 Subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 8, 2020**
3. Agenda Category: **SUBDIVISION**
4. Time Required: **10 Minutes**
5. Background Information: **The City Council approved Final Map 11-18 on June 25, 2019. A Performance and Maintenance Agreement was entered into on that same day.**

The Developer has completed the Public Improvements in accordance with the approved plans. The City is in receipt of the required Certification of the project by the Engineer of Record. Upon acceptance of the Public Improvements by the Council, the Developer is required to provide maintenance security in the amount of \$77,636.93 for a 12-month maintenance period, which has already been received. MR
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Project Certification by Thomas Hannum, P.E., – Summit Engineering**
9. Recommended Motion: **Acceptance of Public Improvements for the Great Basin Estates Unit 3 Subdivision.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **None**
12. Council Action:
13. Council Agenda Distribution: **Parado Partners, LP
Attn: Robert Capps
12257 Business Park Drive, #8
Truckee, CA 96161
robertcapps@cappshomes.com**

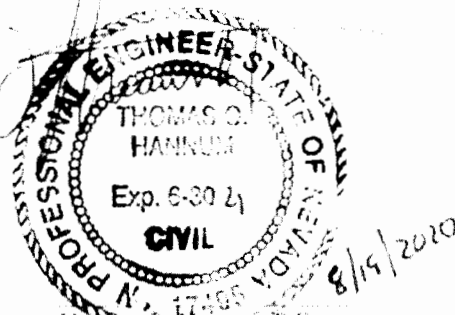
**ENGINEER OF RECORD
FOR
GREAT BASIN ESTATES – PHASE 3
ELKO, NV**

**PREPARED FOR:
Parrado Partners LP
12257 Business Park Dr. #8
Truckee, CA 96161**

PREPARED BY:



**1150 Lamoille Hwy
Elko, Nevada 89801
(775) 738-8058**



**Thomas O. Hannum P.E.
Elko Geotechnical Dept. Manager**



August 19, 2020

Job # 81899

Parrado Partners LP
12257 Business Park Dr. #8
Truckee, CA 96161

RE: Quality Assurance and Quality Control Testing for the Capps - Great Basin Estates -
Phase 3

Dear Robert:

Faulstich & Rand Construction has completed construction of the Capps - Great Basin Estates - Phase 3 located in Elko, Nevada. The general contractor for the project was V & C Construction. The Mass Grading, Utilities, Road Base & Subgrade Preparation was Faulstich & Rand Construction. The Concrete work was completed by V & C Concrete and Asphalt Placement was Faulstich & Rand Construction. The Concrete material was provided by Vega Construction for sidewalks, curb and gutter. The Asphalt Mix was provided by Staker Parsons.

Summit Engineering Corporation was retained to perform quality assurance testing at the request of City of Elko during the construction of the project. Summit Engineering's services were provided from May 2018 through October 2019.

Technical specifications and construction drawings for the project were prepared by Summit Engineering. The project was constructed in general accordance with the design drawings and specifications for the project with the exception of the items noted in this report.

This report summarizes Summit Engineering's activities during construction and presents the results of the field observations and testing in addition to geotechnical laboratory testing.

QUALITY ASSURANCE PROGRAM

Summit Engineering appreciated the opportunity to provide you our services on this project. Summit Engineering completed the following field and laboratory testing as required in the *Standard Specification for Public Works Construction* "Orange Book" 2007 Edition:

Field Testing:

- Density of Soil and Soil Aggregate in Place by Nuclear Methods (ASTM D2922).
- Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (ASTM D3017).
- Slump of PCC (ASTM C143)
- Air content of PCC (ASTM C173)
- Temperature of PCC (ASTM C1064)
- Making and curing concrete test specimens in the field (ASTM C31)

Laboratory Testing:

Moisture-Density Relationships of Soil and Aggregate Mixtures (ASTM D1557).
Sieve Analysis of Fine and Coarse Aggregates (ASTM C1360).
Liquid Limit, Plastic Limit and Plasticity Index of soils (ASTM D4318).
Compressive strength of cylindrical concrete specimens (ASTM C39)
Extraction of bitumen from bituminous paving mixtures (ASTM D2172)
Sieve analysis on aggregate in bituminous paving mixtures (ASTM C136)
Theoretical maximum specific gravity of bituminous paving mixtures (ASTM D2041)
Moisture of bitumen in bituminous paving mixtures (ASTM D1461)
Resistance to plastic flow of bituminous mixtures (ASTM D1559)
Bulk specific gravity of compacted bituminous mixtures (ASTM D2726)
Percent air voids in compacted bituminous paving mixtures (ASTM D3203)

The purpose of the quality assurance program was to document and to assist the owner/entity to assure the materials placed and the workmanship used during construction of the project complied with the technical specifications.

The quality assurance program consisted of the following three-part program:

- On-site observation and testing of soils, aggregates, concrete and asphalt.
- Laboratory testing of soils, aggregates, concrete and asphalt.
- Engineering consultation during construction.

On-site observations and inspections were performed by a representative from Summit Engineering on an on-call basis. The Summit representative observed construction techniques and practices used by the contractors and provided field testing of soils, aggregates, concrete, asphalt and laboratory testing on these materials. Summit Engineering's field representative maintained inspection field reports that described construction operations performed, field testing performed, relevant conversations with the contractors, and other documentation deemed important to the project.

1.0 EARTHWORK

Performed per the *Standard Specification for Public Works Construction - Sections 200 (Aggregates)* "Orange Book" latest Edition: and in accordance with ASTM standards.

1.1 GENERAL

Soil and aggregate materials were sampled and tested on an on-call basis during the project construction to verify that materials placed complied with the project specifications.

Performed per the *Standard Specification for Public Works Construction - Sections 302.00 (Subgrade Preparation), 303.00 (Unclassified Excavation) and 304.00 (Unclassified Fill)* "Orange Book" latest Edition: and in accordance with ASTM standards:

1.2 FIELD AND LABORATORY TESTING

When notified, a representative of Summit Engineering was on site to perform nuclear density testing of subgrade and aggregate base materials.

Laboratory and field testing were performed per the *Standard Specification for Public Works Construction – Section 336.00 (Inspection and Testing)* "Orange Book" latest Edition: and in accordance with ASTM standards:

The construction, materials used on site meet the requirements set forth in the project specifications and soils investigation. A summary of the inspection reports for field testing and inspection as well as summary of the nuclear density test for soils and aggregates are included in the Appendix.

	REQUIRED	COMPLETED
GRADING	12	12
MASS GRADING		PHASE 1

2.0 UTILITIES (SEWER, WATER, HYDRANTS, STORM DRIAN)

2.1 GENERAL

The utilities were constructed in accordance with Standard Specification for Public Works Construction, American Water Works Assoc, Nevada Department of Environmental Protection. These include pipe installation, bedding, backfill, and testing of the facilities once constructed to verify they are acceptable to be placed into service. *Standard Specification for Public Works Construction – 305.00 (Trench Excavation and Backfill), 306.00 (Storm Drain, Culverts, and Sanitary Sewer Construction), and 307.00 (Domestic Water and Irrigation Systems)* "Orange Book" 2016 Edition..

2.2 INSPECTION, FIELD AND LABORATORY TESTING

When notified, a representative of Summit Engineering was on site to perform nuclear density testing on bedding & backfill, verification of materials, trenching, components, taps, valves, thrust blocks, and marking components.

Laboratory and field testing were performed per the *Standard Specification for Public Works Construction – 336.00 (Inspection and Testing)* "Orange Book" 2016 Edition: and AWWA standards and in accordance with any ASTM standards: Pressure testing was done in three locations for sections based on pipe construction and tests were completed at 125% operating pressure for the area. Bacteria testing was done on the system after the pressure tests were completed and system was flushed out and allowed to site for several days. Two tests separated by 24 hours, but no more than 48 hours was completed.

The construction, materials and components for the water, hydrants, sewer and storm drain system used on site meet the requirements set forth in the project specifications. A summary of the inspection reports for field testing and inspection as well as summary of the nuclear density test for soils and aggregates are included in the Appendix.

	REQUIRED	COMPLETED
BEDDING	8	10
BACKFILL	52	93
BACTERIAL	3	3
PRESSURE TESTING	3	3

3.0 CONCRETE PLACEMENT (CURB & GUTTER, SIDEWALK)

Performed per the *Standard Specification for Public Works Construction - Sections 200 (Aggregates)* "Orange Book" latest Edition: and in accordance with ASTM standards.

3.1 GENERAL

Portland cement concrete was sampled and tested during placement of the curb, gutter and sidewalk on an on-call basis to verify that the concrete placed complied with the project specifications. One set of testing was done: per each day pour up to 50 yards of mix for public improvements & 150 yards on all private improvements, per individual mix design. Performed per the *Standard Specification for Public Works Construction - Sections 308.00 (Aggregate Base) and 312.00 (Concrete Curbs, Gutters, Walks, Driveways, and Alley Returns)* "Orange Book" latest Edition: and in accordance with ASTM standards.

3.2 FIELD AND LABORATORY TESTING

When notified, a representative of Summit Engineering was on site during concrete placement. Summit's representative sampled and tested the concrete for temperature, slump, air content, and molded compressive strength specimens.

Laboratory and field testing were performed per the *Standard Specification for Public Works Construction - Section 336.00 (Inspection and Testing)* "Orange Book" latest Edition: and in accordance with ASTM standards:

The construction, materials and components for the concrete used on site meet the requirements set forth in the project specifications. A summary of the inspection reports for field testing and inspection as well as summary of the field and lab testing included in the Appendix.

	<i>REQUIRED</i>	<i>COMPLETED</i>
SLUMP	13	13
AIR	13	13
TEMP	13	13
STRENGTH	13	13
ROAD BASE	14	39

4.0 ASPHALTIC CONCRETE (CITY STREETS)

Performed per the *Standard Specification for Public Works Construction - Sections 200 (Aggregates)* "Orange Book" latest Edition: and in accordance with ASTM standards.

4.1 GENERAL

Asphaltic concrete was tested by Summit Engineering's field representative during placement to verify that the asphaltic concrete complied with project specifications. One sample of asphalt was collected of asphalt delivered to the site.

Asphaltic concrete was tested by Summit Engineering's field representative during placement to verify that the asphaltic concrete complied with project specifications. One sample of asphalt was collected per day up to each 500 tons of asphalt delivered to the site or fraction thereof greater

than 150 tons. A copy of the mix design provided by Staker Parsons to Summit Engineering Corporation is included in Appendix.

After reviewing the test results in Appendix, it can be seen that the average in-place air-voids are within specs. Core samples were taken from each lot per specifications and lab tested for in place density. The core samples were also measured to determine mat thickness per the specifications. The entire project was micro paved on 8-7-20,

Performed per the *Standard Specification for Public Works Construction - Sections 319.00 (Road mix Bituminous Surface)* "Orange Book" latest Edition: and in accordance with ASTM standards.

4.2 FIELD AND LABORATORY TESTING

Laboratory and field testing were performed per the *Standard Specification for Public Works Construction – Section 336.00 (Inspection and Testing)* "Orange Book" latest Edition: and in accordance with ASTM standards:

A representative of Summit Engineering was on site during placement of the asphaltic concrete. Summit Engineering's representative sampled asphalt for laboratory testing to determine: Marshall max density, stability and flow, Rice Theoretical max density and air voids, asphalt content, Gradation of aggregate materials, and field testing for temperature of asphalt during placement, density during compaction, and thickness of asphalt.

Summit's Representative took two samples to provide the above-mentioned lab testing and New Fields provided density testing with nuke gauge to determine a rolling pattern for compaction of asphalt at the sub-contractors' contractors request.

Laboratory and field testing were performed per the Standard Specification for Public Works Construction "Orange Book" Latest Edition and in accordance with ASTM standards:

A representative of Summit Engineering was on site during placement of the asphaltic concrete. Summit Engineering's representative sampled asphalt for laboratory testing to determine Marshall Stability, flow, % air voids, gradation, and oil content. Samples were taken from lots in order to determine the in-place density, relative compaction and thickness of the asphalt concrete.

Laboratory and field testing were performed per the *Standard Specification for Public Works Construction* "Orange Book" latest Edition and in accordance with ASTM standards:

A summary of the field and laboratory test results on asphalt is included in Appendix.

	REQUIRED	COMPLETED
HOT SAMPLE	3	3
ROAD BASE	7	14

5.0 SIGNAGE, LIGHTING, GATING AND MONUMENTATION

5.1 GENERAL

Signage, lighting, and monumentation was inspected by Summit Engineering's field representative after placement to verify that the required. This included Street lighting, road signage, Lot corners, Street Monumentation and NDOT sign relocation.

5.2 FIELD INSPECTION

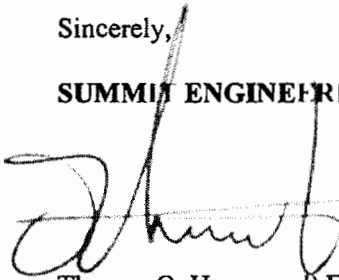
A representative of Summit Engineering walked the site and inspected the placement of the Signs, and Lighting on the city portion of the project. The surveyor has placed lot corners on lots as they are staking and building the lots to avoid losing corners as they finish the homes. Street signage was in place for the stop signs at the three intersections on Cattle Dr. and lighting was in place on the intersection of Autumn Colors, and Snowy River and were all done per the ***Standard Specification for Public Works Construction- Section 336.00 (Inspection and Testing)*** "Orange Book" Latest Edition and in accordance with ASTM standards:

At this time the one streetlight is not installed and is on backorder with NV Energy. Mail box location was installed with Phase 2 at the same location.

Summit Engineering appreciated the opportunity to provide you our services on this project. If you have any questions, or if we can be of further assistance, please do not hesitate to call our office at (775) 738-8058.

Sincerely,

SUMMIT ENGINEERING CORPORATION

A handwritten signature in black ink, appearing to read 'Thomas O. Hannum', is written over a horizontal line.

Thomas O. Hannum, P.E.
Elko Geotechnical Manager

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the 2020 Gold Rush Challenge Bull Riding special event permit and special event liquor license, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 8, 2020**
3. Agenda Category: **UNFINISHED BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **Benavides Bucking Bulls, LLC is requesting a special event liquor license for the Bull Riding Event to be held September 12th at the Elko County Fairground. This item was tabled at the last City Council meeting. Information regarding the event was included in the Elko County assessment for the State Covid Task Force Assessments Committee. They referred special events to the LEAP (Local Empowerment Advisory Panel). KW**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Required/Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Pleasure of Council**
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution: **Anthony Sandoval**
 sdandovalnevada@gmail.com

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the annual Rides and Rods Special Event Permit, Park Permit, Street Closure, and Special Event Liquor License, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 8, 2020**
3. Agenda Category: **UNFINISHED BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Rides and Rods is requesting to have the annual car show event in the City Park. This item was tabled at the last City Council meeting. Information regarding the event was included in the Elko County assessment for the State Covid Task Force Assessments Committee. They referred special events to the LEAP (Local Empowerment Advisory Panel). 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:
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: ridesandrods@yahoo.com

Elko City Council
Agenda Action Sheet

1. Title: **Review, consideration, and possible action to accept a letter of resignation from Ms. Evi Buell from the Planning Commission, and to further authorize Staff to commence with the standard recruitment process to fill the vacancy on the Planning Commission, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 8, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information:
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Letter of Resignation**
9. Recommended Motion: **Accept the resignation of Planning Commission member Evi Buell, and direct Staff to begin the recruitment process.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

24.August.2020

To Whom it May Concern:

Please accept this letter as my resignation from the Elko Planning Commission. I no longer feel I am able to fulfill the responsibilities of this role and believe it would be better for the City with someone else in my place. I thank you deeply for the opportunity to serve.

Sincerely,

Evi Buell, PhD

Elko City Council
Agenda Action Sheet

1. Title: **Review, consideration and possible approval of a Non-Exclusive Franchise Agreement between the City of Elko and Syringa Networks, LLC for Data Communications Over, Under, In, Along and Across Public Roads in the City of Elko, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 8, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **The proposed term of the agreement is 10 (ten) years and provides for a 5 (five) year renewal provided the terms and conditions remain the same. The proposed franchise fee is 5 (five) percent of the gross revenues actually collected from customers located within the corporate limits of the City. SAW**
6. Budget Information:

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

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

Between

THE CITY OF ELKO, NEVADA

and

**SYRINGA NETWORKS, LLC
an IDAHO LIMITED LIABILITY COMPANY**

September ____, 2020

FRANCHISE AGREEMENT BETWEEN THE CITY OF ELKO AND SYRINGA NETWORKS, LLC ("GRANTEE"), AN IDAHO LIMITED LIABILITY COMPANY

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into as of the _____ day of _____, 2020 (hereinafter the "Effective Date"), by and between the City of Elko, Nevada, a municipal corporation and political subdivision of the State of Nevada (hereinafter the "City"), and Syringa Networks, LLC, an Idaho limited liability company, with headquarters located at 12301 W. Explorer Drive, Boise, Idaho (hereinafter the "Grantee").

WITNESSETH:

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

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

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

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

**ARTICLE 1
FRANCHISE**

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

1.2 Grant of Franchise and License. The Telecommunication Services Franchise ("Franchise") granted hereunder shall, subject to the terms and conditions of this Agreement, confer upon the Grantee the nonexclusive authorization and special privilege to install, operate,

repair, maintain, remove, upgrade, and replace its Telecommunication Services Network on, over, and under the present and future City-owned utility easements, streets, roads and public right-of-way within the political boundaries of the City (hereinafter collectively referred to as the "City's Rights-of-Way") in order to provide Telecommunication Services. As part of the foregoing franchise, the Grantee is hereby given a revocable license to pull fiber optic cable in underground conduit owned by the City within City rights-of-way, so long as the City determines, in its sole discretion, that (i) the conduit is not occupied by City-owned fiber and (ii) the conduit is no less than one and one quarter (1¼) inches in diameter; provided, the foregoing license shall only be given if, in the sole discretion of the City, the conduit has sufficient capacity. The foregoing license is revocable by the City for any reasonable cause upon ninety (90) days' prior written notice to the Grantee. Notwithstanding any other provision contained herein, the revocable permit given hereby shall be automatically revoked if the Grantee fails to provide telecommunications services to at least one person or area in the City within ninety (90) days of installation of the fiber in the City-owned conduit.

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

ARTICLE 2 CONSIDERATION

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

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

challenge a City licensing or permitting requirement through the appropriate legal process.

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

2.2 Records and Reports.

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

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

ARTICLE 3 TERM AND RENEWAL

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

3.2 Rights of Grantee Upon Expiration or Revocation. Upon expiration of the Franchise granted herein, whether by lapse of time, by agreement between the Grantee and the City, or by revocation or forfeiture, the Grantee shall have the right to remove from the City's Rights-of-Way any and all of its Telecommunication Services Network, but in such event, it shall be the duty of the Grantee, immediately upon such removal, to restore the City's Rights-of-Way

from which such Telecommunication Services Network was removed to as good a condition as the same was in before the removal was effected, normal wear and tear excepted.

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

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

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

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

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

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

4.2 Grantee Duty to Relocate; Subordination to City Use. Whenever the City shall require the relocation or reinstallation of any of the Telecommunication Services Network of the Grantee or its successors or assigns in any of the streets, alleys, rights-of-way, above ground facilities, or public property of the City, it shall be the obligation of the Grantee, upon no less than ninety (90) calendar days' notice of such requirement and written demand from the City to the Grantee, weather permitting, to remove and relocate or reinstall such Telecommunication Services Network as may be reasonably necessary to meet the requirements of the City. Such relocation, removal, or reinstallation by the Grantee shall be at no cost to the City. Notwithstanding the

foregoing, the duty of the Grantee to install or relocate its lines underground shall be subject to the provisions of paragraph 4.4 below. Any money and all rights to reimbursement from the State of Nevada or the federal government to which the Grantee may be entitled for work done by Grantee pursuant to this paragraph shall be the property of the Grantee. In the event the City or a private third-party or a third-party utility has required the Grantee to relocate its Telecommunication Services Network to accommodate a private third-party or third-party utility, Grantee may pursue any and all legal and equitable means to obtain compensation from such private third-party or third-party utility.

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

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

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

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

(b) Subject to paragraph 4.2 above, the Grantee shall relocate, without expense to the City, and within a reasonable time, but in not less than ninety (90) calendar days after the delivery of notice from the City, all or part of the Telecommunication Services Network installed pursuant to this Franchise if and when made necessary by any change of grade, alignment or width of any public road by the City; provided, however, that this provision shall remain in effect only so long as such public road shall remain under the jurisdiction of City as a public road; further provided that the City may, if available, provide a suitable substitute rights-of-way within which Grantee

may relocate its Telecommunication Services Network. Notwithstanding the foregoing, in the event the City no longer owns the public road or right-of-way in which Grantee's Telecommunication Services Network is located, all obligations of the City hereunder with respect to that public road or right-of-way shall thereupon terminate. Nothing herein shall be construed to prohibit or restrict any obligation the State or any other third party might otherwise have for the cost of relocating Grantee's Telecommunication Services Network.

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

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

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

ARTICLE 5 SEVERABILITY

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

ARTICLE 6 ACCEPTANCE BY THE GRANTEE OF FRANCHISE

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

ARTICLE 7 GENERAL PROVISIONS

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

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

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

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

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

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

7.7 Jurisdiction and Venue. Jurisdiction and venue for any disputes arising under this Agreement shall be in the United States District Court for the District of Nevada (Northern Division) or, if the Federal court lacks subject matter jurisdiction, then in the Fourth Judicial District Court in and for the County of Elko, State of Nevada.

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

If to the City:

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

If to Grantee:

Attention: CEO
Syringa Networks
12301 W. Explorer Drive
Boise, ID 83713
Office (208) 229-6100

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

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

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

[SIGNATURE PAGE(S) FOLLOWING]

CITY OF ELKO

By: _____

REECE KEENER, Mayor

ATTEST:

By: _____

Kelley Woolridge, City Clerk

SYRINGA NETWORKS, LLC

By: _____

Greg Lowe

Its: Chief Executive Officer

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the Special Event Permit, and Special Event Liquor License, for the Monster Truck Insanity tour to be held at the Elko County Fairgrounds on September 25 - 26, 2020, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 8, 2020**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information: **The event organizer has included a detailed mitigation plan and reports they have had 5 of these events in Utah and Idaho since the start of COVID. This event will not conform to the Governor's Directive 027 and 021. 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: **Event application and COVID Mitigation Timelines**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review: **Possible LEAP Review**
12. Council Action:
13. Council Agenda Distribution: britney@livealittleproductions.com

1751 College Ave.
Elko, NV 89801

Pursuant to City Ordinance #507, all those conducting a Traveling Show in the Elko City limits must apply for a license with the City. The applicant must complete this application and return it to the address shown above prior to commencing said business.

* Res. 36-99 – No carnivals will be allowed within the public park area or associated rights-of-way.



COVID-19 Live A Little Productions Policy Guidebook

Live A Little Productions has developed the COVID-19 Policy Guidebook to provide our spectators, staff, and contestants a safe environment for motorsports entertainment. These rules and guidelines should serve as minimum requirements and may be adjusted accordingly to continue to provide a safe environment to prevent the uncontrolled spread of COVID-19. Every event is unique and therefore no "one-size-fits-all" roadmap to success exists. It is important that we maintain standards to protect all members and fans of the sports through social distancing guidelines and continued sanitizing efforts.

We have established these rules and guidelines from physicians and health department recommendations. By applying basic infection control principles to each situation, the risk of disease spread can be diminished.

Live A Little Productions' focus is to have our people work together in regulating our events for the betterment of our communities and providing our staff and competitors a livelihood.

Live A Little Productions will continue to work with local city, county, or state health departments to review these rules to ensure there are no additional requirements at the time of each event.

1. COVID-19 Symptoms, Social Distancing, and Stay Safe

- 1.1. If contestants are experiencing flu-like and COVID-type symptoms, please do not participate and leave the arena grounds to protect the health of all.
 - 1.1.1. Flu symptoms: fever, cough, sore throat, runny/stuffy nose, muscle/body aches, headaches, and fatigue.
 - 1.1.2. COVID-19 symptoms: fever, tiredness, dry cough. Some people may experience aches/pains, nasal congestion, runny nose, sore throat, and diarrhea.
- 1.2. It is important to maintain social distancing and health requirements for the protection of contestants, staff personnel, sponsors, volunteers, and fans.
- 1.3. Individuals should not congregate in groups larger than 10 individuals at any given time.
 - 1.3.1. Safe distance of at least six feet apart is preferred.
- 1.4. Registration office should provide at least six-foot distancing for contestant registration
- 1.5. Registration office personnel should wear a face mask covering the nose and mouth if social distancing is not possible
- 1.6. LALP Staff and contract personnel should minimize and limit the exchange of items between contestants and fans.
- 1.7. LALP will provide sanitizing wipes and/or sanitize entry and exit points of registration office regularly. It is recommended to leave doors open during registration periods.
- 1.8. Any and all meetings for the event should observe a safe distance of at least six feet. If social distancing is not possible, all attendees wear a face mask over the nose and mouth.

1.9. Check with local or county health department for recommended sanitizing solutions.

2. Contestants in Events

- 2.1. Social distancing for event contestants is imperative for the event. All personnel on the arena floor, except for the contestant, shall be required to wear a face mask covering the nose and mouth if social distancing is not possible.
- 2.2. Contestants and staff personnel shall have symptoms checked prior to each event. Any contestant or staff with COVID-19 symptoms will not be allowed on the premises.
- 2.3. The pit area is limited to essential personnel only. This requirement is to protect the safety and health of all individuals involved.
- 2.4. Each contestant shall be allowed three crew personnel
- 2.5. Contestants will be staged to utilize the entire hot pit area to respect the social distance of contestants and crew. Staging and trailer parking areas should be sufficient to allow for social distancing guidelines (groups of 10 or less).
- 2.6. Arena floor personnel should have ready access to disinfectant spray or sanitizer during event to wipe themselves down as necessary, and sanitize hands.
- 2.7. Contestants shall not congregate in groups larger than 10 people and follow social distancing guidelines. Contestants should wear face masks covering nose and mouth when not competing if six feet of separation is not possible.
- 2.8. Contestants shall exit arena at end of run and follow social distancing guidelines

3. Announcers, Event Booth Manager, Sound Personnel

- 3.1. The announcer stand (tables, seats, microphones, scoreboard, sound boards, etc.) shall be wiped down before and after each performance with a sanitized solution of bleach and water.
- 3.2. If possible, provide at least six feet of distance between personnel and mark accordingly.
- 3.3. Contract personnel, excluding announcer(s), should wear face masks over the nose and mouth if within six feet of other personnel.
- 3.4. Limit access of personnel to announcer stand during all performances, absolutely NO nonessential personnel inside the booth

4. Specialty Acts

- 4.1. Any acts requiring additional individuals for their act should not use any fans.
- 4.2. Acts should not enter spectator seating to minimize any chance of contracting COVID-19.

Live A Little Productions COVID-19 Guidelines

1. General Strategies

- 1.1. Perform a risk assessment to determine where contestants and public interact and focus efforts there.
- 1.2. Keep ill contestants and staff personnel at home and encourage ill fans to stay home.
- 1.3. Clean and disinfect items, entry/exit locations, doors, railings, etc. as often as possible, with the focus on highly congested and congregation areas.
- 1.4. Use EPA-registered disinfectants to clean. As with any EPA-registered product, carefully read the label and only use the product as described in its directions.
- 1.5. Physical barriers and physical distancing are your best lines of defense.
- 1.6. Limit physical contact to the greatest extent possible.
- 1.7. Hand sanitizer at all entry/exit locations, as well as near merchandise tent, concessions, ticket booth(s), and alcohol serving locations

2. Flag Presentation

- 2.1. All flag poles and flags shall be wiped down prior and after all uses.
- 2.2. All flag personnel should maintain social distancing of at least six feet leading into, during and after any flag ceremony. Flag personnel should wear a face mask covering the nose and mouth.
- 2.3. All flag presentation of colors shall maintain at least six feet of distance for the national anthem(s).
- 2.4. Discourage non-essential people arena access to events in the arena.

3. Box Office Recommendations

- 3.1. Box Office windows should have a protective pane reducing potential contamination.
- 3.2. Box Office personnel should wear a face mask covering the nose and mouth.
- 3.3. Minimize the exchange of items (tickets, cash, credit cards) from box office personnel and fans.
- 3.4. Box Office personnel should wear protective gloves and throw away prior to exit of box office.
- 3.5. Box Office personnel shall wipe customer windows, tables, doors, handles, and other common areas with a sanitary solution of bleach and warm water regularly.
- 3.6. If possible, digital tickets are recommended for fans.
- 3.7. If possible, all ticket sales should be conducted via an online source.

4. Contestant and Sponsor Hospitality

- 4.1. All contestant and sponsor seating and hospitality shall provide safe distancing standards of six feet distancing between individuals.
- 4.2. It is highly encouraged to provide a face mask that covers the nose and mouth for all attendees.
- 4.3. LALP shall work with local/county health departments for all food and beverage serving requirements.
- 4.4. LALP shall work with Fire Department on maximum capacity limits for all public gathering areas.

5. Spectator Seating, High Traffic and Congested Areas

- 5.1. LALP to remind fans on the importance of wearing face masks covering the nose and mouth.
- 5.2. Provide sanitizing stations.
- 5.3. In highly congested areas, try to provide six feet markings to follow social distancing recommendations. Congregating at any location is not allowed.
- 5.4. Place signage around spectator seating and highly congested areas regarding safe distancing.
- 5.5. LALP should seek ways to disinfect spectator seating and heavily congested areas after each performance.
- 5.6. LALP shall work with local/county health departments for approval and regulations of arena seating capacity and social distancing
- 5.7. LALP should seek ways to disinfect spectator seating and heavily congested areas after each performance.
- 5.8. LALP should provide at least six feet distance from arena wall and/or rails to protect fans and event personnel.
- 5.9. LALP shall set an established window time for high-risk groups to come in without pressure from crowds and/or separate entrances

Concessions

- 1.1. Serving and seating protocols consistent with local restaurant guidance.
- 1.2. Maintain six foot distancing in all lines.
- 1.3. Encourage contactless payment.
- 1.4. Banner menus only. No handheld menus available.
- 1.5. Touchless sanitizer at entry points and on serving countertops.
- 1.6. All concessions personnel must wear face masks covering the nose and mouth.
- 1.7. Symptom checks for all concessions personnel prior to each event.
- 1.8. All personnel behind counters must wear gloves.
- 1.9. Regular wipe down of all contact surfaces.
- 1.10. Any concessions/restaurant seating is in compliance with local restaurant dine-in recommendations at time of event.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the special event permit and special event liquor license for the Van Norman and Friends Production Sale, LLC to be held at the Elko County Fairgrounds September 18-19, 2020. FOR POSSIBLE ACTION**
2. Meeting Date: **August 25, 2020**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information: **Van Norman and Friends Production Sale Horse Auction is requesting a special events permit, auction permit, and liquor license. KW**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Event Application and COVID mitigation efforts**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review: **State of Nevada LEAP**
12. Council Action:
13. Council Agenda Distribution: mrsbunch@rtci.net



CITY OF ELKO
SPECIAL EVENT VENDOR PERMIT
 1751 COLLEGE AVENUE - ELKO, NEVADA 89801
 PHONE: 775-777-7138 FAX: 775-777-7129
 EMAIL: baskic@elkocitynv.gov

If you are the organizer/sponsor of an event to be held within the City limits of Elko and the event includes vendors or fees for admission this permit must be completed prior to the event. The sponsor of the event shall include a list of all vendors and will be responsible for the vendors and all associated fees. It is not necessary for every vendor to obtain a business license with the City, however if a vendor has an Elko City Business License for a business physically located in the City, there is no charge for that vendor. There is also no charge for non-profit vendors. The vendor fees are different when the event is on private property and when it is held on public property. If the event is on private property the fee is per vendor, per day. If it is on public property the fee is a flat fee per vendor. The City recognizes that the organizer/sponsor of the event has all control and authority over the decision to allow or refuse participation by any individual vendor.

The sponsor of the event is also responsible for contacting the Nevada Department of Taxation in Reno to ensure compliance with their regulations. At the bottom of the page is Taxation contact information. The City must receive verification that the sponsor has complied with Taxation. This verification may be provided in writing, via fax, email, or phone from the Department of Taxation. A permit will not be issued until the verification has been received by the City.

The Event Vendor Permit is non-transferable. The City reserves the right to require a police investigation if it appears that the applicant has failed to truthfully provide all information required or that the holding of the proposed special event is in violation of any ordinance or law of the city, state or federal government.

Please complete the application, obtain the required signatures and return it and all required fees to the office location shown above.

Pursuant to Elko City Code Section 4-1-16 and Resolution #1-04, the undersigned hereby applies for an Event Vendor Permit.

Name of Event: Van Norman and Friends Production Sale

Organizer/Sponsor: Van Norman and Friends Production Sale, LLC

Location of Event: Elko County Fairgrounds -

Date(s) & Time of Event: Sept 14-19 - 2020 - 7-5 Total number of days 2*

Fees: Total number of vendors requiring a license: x \$6.00 each per day (private property) Total fee paid:
 Total number of vendors requiring a license: x \$34.50 each (public property) Total fee paid:

****No fee shall be charged to businesses located within the City of Elko with a current business license or for non-profit vendors. List all vendors on the back of this page.**

Under penalties of perjury, the undersigned declares that he/she is the applicant/authorized agent of the applicant in the foregoing application for license and knows the contents thereof; that those items contained in the application are true of his/her own knowledge except as to those matters stated on information and belief and as to such matters he/she believes it to be true.

[Signature]
 Signature of Applicant/Agent

1632-40 Tuscarora, NV 89831
 Mailing Address & Phone Number

 Property Owner Signature

8-28-2020
 Date

City Clerk/Deputy Clerk

Elko City Fire Department 775 777 7347
 911 Idaho St. Elko, NV

Nevada State Health Dept. (for food vendors)
 1020 Ruby Vista Dr Ste 103 775-753-1138

Reno Department of Taxation:
 Phone: 775-687-9999 FAX: 775-688-1303
 Website: www.tax.state.nv.us
 Email: renoevents@tax.state.nv.us

* Friday will be previous of horses in arena area - - -

**CITY OF ELKO
AUCTION LICENSE APPLICATION**

1751 College Ave.
Elko, NV 89801

Phone: 775-777-7138 Fax: 775-777-7129 Email: bushie@elkocitynv.gov

Pursuant to City Ordinance #136, all those conducting an Auction in the Elko City limits must apply for a license with the City. The applicant must complete this application and return it to the address shown above prior to commencing said business.

In addition to completing the application, the applicant must obtain the signature of the owner of the location of the Auction as shown below. If the applicant is registered with the Nevada Department of Taxation they must attach a copy of their Nevada Sales Tax Permit. If the applicant is not registered with Taxation, they must contact the Reno Taxation office. They may be contacted via their website at www.tax.state.nv.us, via email at renoevents@tax.state.nv.us, by fax at 775-688-1307 or by phone at 775-687-9999. The Taxation Department will provide verification of compliance which must be returned with this application.

Business Name Van Norman and Friends Production Sale, LLC

Location of Auction Elko County Fairgrounds

Dates of Auction Sept. 19, 2020

The following are the names of the owners or operators of said business:

Name <u>Linda D. Bunch</u>	Address <u>H032-Box 40 - Elk Tuscumora, NV</u>
Name <u>Ty Van Norman</u>	Address <u>PO Box 26 - Tuscumora, NV 89834</u>

Name _____ Address _____

\$135.00 per day Amount of License 138

Under penalties of perjury, the undersigned declares that he/she is the applicant/authorized agent of the applicant in the foregoing application for license and knows the contents thereof; that those items contained in the application are true of his/her own knowledge except as to those matters stated on information and belief as to such matters he/she believes it to be true.

<u>Linda D. Bunch</u> Signature of Applicant	<u>H032-Box 40 Tuscumora, NV 89834</u> Mailing Address & Phone Number
---	--

Signature of owner of Auction Location _____

email attached
Type of verification from Nevada Department of Taxation

EVENT VENDOR LIST

Please list all vendors whether or not a fee is charged for the vendor. Indicate if they have a City License for a business physically located in the City or if they are non-profit.

NAME	ADDRESS	PRODUCT SOLD	CITY LICENSE #
1. Van Vroman Pro. Sale	NE 32-40 - Tularung, NV	horses	—
2. The Star -		Food, liquor -	
3. Mindy Mc PP	Ruby Valley, NV	scarves	—
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Attach additional sheets if necessary

COVID-19 MITIGATION MEASURES

Van Norman and Friends Production Sale

Elko County Fairgrounds – Elko, NV – September 19, 2020

1. Auction will be held on the track in front of the grandstand providing ample room for social distancing
2. The parimutual windows will be used for obtaining buyer numbers and paying for purchases allowing for faster checkout with more than six feet between lines. Hand sanitizer will be available..parts of grandstand, box seating, and bleachers will be cordoned off to maintain required density and social distancing
3. Masks will be available.
4. All consignors are encouraged to have hand sanitizing stations at their stalls..signs will be posted encouraging their use be before entering barn areas
5. Entrance will be restricted to the Fairgrounds Road entrance to the barn area. Temperatures will be taken at that point.
6. The plan is to have food available catered by the The Star ...again there will be ample opportunity for reducing density in the “food court” at end of parimutual building...
7. Signs will be posted with guidelines at appropriate intervals.

**Elko City Council
Agenda Action Sheet**

1. Title: **Ratification of the Police Chief issuing a 45-day Temporary Retail and Caterer's Liquor License and issue a Regular Retail and Caterer's Liquor License, to Mandy Quintana, DBA The Punch Bowl, LLC, located at 449 Railroad Street, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 8, 2020**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information: **N/A**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Ratification of the Police Chief issuing a 45-day Temporary Retail and Caterer's Liquor License and issue a Regular Retail and Caterer's Liquor License, to Mandy Quintana, DBA The Punch Bowl, LLC, located at 449 Railroad Street, Elko, NV 89801.**
10. Prepared By: **Police Chief Ty Trouten**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Mandy Quintana
965 E Street, Unit D
Elko, NV 89801**