



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, February 8, 2022 beginning at 4:00 P.M.–7:00 P.M., P.D.T. in the Council Chambers at Elko City Hall, 1751 College Avenue, Elko, Nevada, and by utilizing **GoToMeeting.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/182693917>** You can also dial in using your phone at **United States: +1 (571) 317-3112** the Access Code is **182 693 917**

Attached with this notice is the agenda for said meeting of the Council. In accordance with NRS 241.020, the public notice and agenda were posted on the City of Elko Website at <http://www.elkocitynv.gov/>, 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., Thursday, February 3, 2022

Posted by: Kim Wilkinson, Administrative Assistant

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>**

Dated this 3rd day of February, 2022

NOTICE TO PERSONS WITH DISABILITIES

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

Curtis Calder, City Manager
Elko, Nevada

City of Elko
Regular Meeting
City Council Meeting
08 Tuesday February 2022 - 4:00 PM
Elko City Hall, Council Chambers, 1751 College Ave.

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. COMMENTS BY THE GENERAL PUBLIC

V. APPROVAL OF MINUTES

V.A. Approval of Minutes January 25, 2021 Regular Session

VI. PRESENTATION

VI.A. Reading of a proclamation recognizing the month of February 2022 as "Beef Month", and matters related thereto. **INFORMATION ONLY - NON ACTION ITEM**

VI.B. Presentation of the Elko Police Department 2021 Annual Report by Police Chief Ty Trouten, and matters related thereto. **INFORMATION ONLY - NON ACTION ITEM**

VI.C. Presentation of a possible Recreation and Events Center by Rusty Bahr, CEO of the Boys and Girls Club of Elko, and matters related thereto. **INFORMATION ONLY - NON ACTION ITEM**

VII. PERSONNEL

VII.A. Employee Introductions:

1) Michelle Harden, Part-Time Animal Control Officer

VIII. APPROPRIATION

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

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

VIII.C. Review and possible approval of “SUBRECIPIENT AGREEMENT TO USE CORONAVIRUS RELIEF FUND MONIES FROM THE AMERICAN RESCUE PLAN ACT”, and matters related thereto. **FOR POSSIBLE ACTION**

The American Rescue Plan Act of 2021 (ARPA) was established to help states and localities address the economic and health consequences of the COVID-19 public health emergency and its economic impacts. The City of Elko has committed to awarding ARPA grants to Subrecipients. Subrecipients will be required to sign the “SUBRECIPIENT AGREEMENT TO USE CORONAVIRUS RELIEF FUND MONIES FROM THE AMERICAN RESCUE PLAN ACT” before receiving ARPA grant funds. JB

IX. UNFINISHED BUSINESS

IX.A. Review, consideration, and possible approval of a Transportation Services Agreement between SkyWest Airlines, Inc. and the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

This item was tabled at the January 11th and January 25th, 2022 Council meetings. At the December 14, 2021 meeting, the City Council approved a consulting agreement between the City of Elko, and Airplanners, LLC., for the purpose of providing air service management and development tasks on behalf of the City. As a result, the proposal Transportation Services Agreement is actively being negotiated and will be presented to the City Council upon the availability. CC

X. NEW BUSINESS

X.A. Review, consideration, and possible action to approve Reversion to Acreage No. 1-22, filed by the City of Elko, for the proposed merger of two parcels on Walters Court into one new parcel approximately 5.289 acres in size within the LI (Light Industrial) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

The subject property is located on the southwest corner of Silver Street and Walters Court (APNs 001-630-086 and 001-630-087) and consists (in part) of the Elko Police Department building. The Police Department is requesting that these parcels be merged to facilitate the expansion of the police station. MR

X.B. Review, consideration, and possible action to accept the 2021 Annual Report of Planning Commission Activities, and matters related thereto. **FOR POSSIBLE ACTION**

Pursuant to City Code Section 3-4-23, the Planning Commission is required to prepare and present an Annual Report of its activities to Council. On February 1, 2022, the Planning Commission took action to approve the 2021 Annual Report of Planning Commission Activities and forward it to the Council.

X.C. Review, consideration, and possible action to accept a letter of resignation Planning Commissioner John Anderson 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**

Mr. Anderson was appointed to the Planning Commission on October 28, 2008, and states that he needs to resign due to his health. CL

X.D. Review, consideration, and possible approval of a Settlement Agreement, Mutual Release, and Waiver of All Claims between the Elko Police Department and Richard Arzola, and matters related thereto. **FOR POSSIBLE ACTION**

On August 17, 2021, Richard Arzola filed a Complaint in Federal Court against the Elko Police Department, Officer Bart Ortiz, and Officer Nathaniel Bradford alleging that he was deprived of his constitutional rights during his arrest on December 20, 2019. POOL/PACT retained the law firm of Marquis Aurbach Coffing in Las Vegas to represent and defend the City, Officer Ortiz and Officer Bradford. The parties have now agreed upon a full settlement in the amount of \$12, 500.00. Neither the City, Officer Ortiz, nor Officer Bradford are admitting fault or liability. DS

X.E. Review and possible approval of a First Addendum to Hangar Lease Extension of Airport Hangar B1, and matters related thereto. **FOR POSSIBLE ACTION**

Current ground lease holder of Hangar B1 is requesting an additional 540 square foot extension to the current ground lease. This extension to the lease will allow for the tenant to improve and expand their hangar.

X.F. Review, consideration, and possible authorization to advertise two (2) vacant positions on the California Trail Advisory Board, and matters related thereto. **FOR POSSIBLE ACTION**

There are two (2) vacant positions on the California Trail Advisory Board. Staff is seeking Council approval to advertise for the two vacant positions. CC

X.G. Review and possible approval for disbursing American Rescue Plan Act (ARPA) funds to local organizations for promoting and expanding behavioral health services in the City of Elko. **FOR POSSIBLE ACTION**

The American Rescue Plan Act of 2021 (ARPA) was established to help states and localities address the economic and health consequences of the COVID-19 public health emergency and its economic impacts through four categories. One of the four eligible categories states “To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality”. During the ARPA public hearings Council recognized the negative behavioral health impacts on the community as a result of COVID-19. Staff recommends awarding grants to organizations committed to promote and expand behavioral health services in the City of Elko. The following is a list of organization’s programs and the recommended ARPA commitments:

- Nevada Health Centers – Elko Behavioral Health Expansion \$ 1,913,805
- Vitality Center – Increase Behavioral Health and Addiction

| | |
|---|--------------|
| Treatment and Increase Mobile and Crisis Response | \$ 878,000 |
| • Vitality Center – Vitality Center Pandemic Resilience | \$ 147,000 |
| • Northeastern Nevada Regional Hospital – 2022 Behavioral Health Initiative | \$ 500,000 |
| Total | \$ 3,438,805 |

Grants will be distributed to above referenced grantees based on application and performance timelines and in accordance with ARPA timelines as outlined in the final rule, “funds must be obligated by December 31, 2024, and expended by December 31, 2026”.

XI. RESOLUTION AND ORDINANCE

XI.A. Review, consideration, and possible approval of Resolution No. 04-22, a resolution authorizing augmentation of the 2021/2022 Fiscal Year Budget of the Capital Construction Fund, increasing appropriations to \$3,401,900 to account for \$922,502 in unanticipated revenues, pursuant to NRS 354.598005, and matters related thereto. **FOR POSSIBLE ACTION**

The Capital Construction Fund had increased revenues due to the proceeds from the sale of land for the Veterans’ Cemetery. When the 2021/2022 budget was prepared the City of Elko did not know if City of Elko land would be chosen for the Cemetery. JB

XI.B. Review, consideration, and possible approval of Resolution No. 05-22, a resolution authorizing augmentation of the 2021/2022 Fiscal Year Budget of the General Fund, increasing appropriations to \$42,910,256 to account for \$8,000,000 in unanticipated revenues, pursuant to NRS 354.598005, and matters related thereto. **FOR POSSIBLE ACTION**

The General Fund had increased revenues due to the receipt of American Rescue Plan Act (ARPA) Funds in July, 2021. For the 2021/2022 fiscal year \$8,000,000 of the ARPA funds are allocated to Water Infrastructure. JB

XI.C. Review, consideration, and possible approval of Resolution No. 06-22, a resolution authorizing augmentation of the 2021/2022 Fiscal Year Budget of the Sewer and Water Fund. **FOR POSSIBLE ACTION**

The Water Fund had increased revenue due to the City of Elko allocating \$8,000,000 in American Rescue Plan Act (ARPA) Funds to water infrastructure projects in FY 2021/2022. In addition, the Water and Sewer Funds are augmenting budgets for capital project spend that was projected to occur prior to June 30, 2021 but occurred during fiscal year 2022. JB

XII. PETITION, APPEAL, AND COMMUNICATION

XII.A. Review, consideration, and possible action of a special event application from St. Joseph's Catholic Church for an Easter Egg Drop Off, and matters related thereto. **FOR POSSIBLE ACTION**

St. Josephs Catholic Church is requesting to use a City Park for a Special Event in which a helicopter operated by El Aero will drop plastic eggs into the Park for Easter. Jim Foster, Airport Director was referred to 14 CFR 91.15 which states: "No pilot in command of a civil aircraft may allow any object to be dropped from that aircraft in flight that creates a hazard to persons or property. However, this section does not prohibit the dropping of any object if reasonable precautions are taken to avoid injury or damage to persons or property." Mr. Foster was also notified that if they use the main City Park, they may need to contact RenoFizDo to file a congested area plan due to the trees. The event organizers are willing to use any park.

XIII. REPORTS

XIII.A. Mayor and City Council

XIII.B. City Manager

XIII.C. Assistant City Manager

XIII.D. Utilities Director

XIII.E. Public Works

XIII.F. Airport Manager

XIII.G. City Attorney

XIII.H. Fire Chief

XIII.I. Police Chief

XIII.J. City Clerk

XIII.K. City Planner

XIII.L. Development Manager

XIII.M. Financial Services Director

XIII.N. Parks and Recreation Director

XIII.O. Civil Engineer

XIII.P. Building Official

XIV. COMMENTS BY THE GENERAL PUBLIC

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

ADJOURNMENT

Respectfully Submitted,

Curtis Calder
City Manager

**Elko City Council
Agenda Action Sheet**

1. Title: Approval of Minutes January 25, 2021 Regular Session
2. Meeting Date: 2/8/2022 4:00 PM - Regular Meeting
3. Agenda Category: Minutes
4. Time Required: 5 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 *(If Business Impact Statement is required, please attach)*
8. Supplemental Agenda Information: Draft Copy of City Council Minutes from the January 25, 2022 Meeting
9. Recommended Motion: Pleasure of the Council
10. Prepared By: Kim Wilkinson, Administrative Assistant
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: *(Please list the name, email address, fax number or mailing address for anyone needing to receive a copy of this agenda)*

| Name | Email Address | Fax Number | Mailing Address |
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City of Elko)
County of Elko)
State of Nevada)

SS January 25, 2022

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 PM, Tuesday, January 25, 2022. The meeting was held in the council chambers, 1751 College Ave., Elko and via GoTo Meeting.

This meeting was called to order by Mayor Reece Keener. The public can participate in person, by phone, tablet, laptop, or computer by registering with the GoTo Meeting link provided in the agenda. Questions can be sent to cityclerk@elkocitynv.gov.

I. CALL TO ORDER

The Agenda for this meeting of the City of Elko City Council has been properly posted for this date and time in accordance with NRS requirements.

II ROLL CALL

Present:

Reece Keener, Mayor
Mandy Simons, Councilwoman
Chip Stone, Councilman
Clair Morris, Councilman
Giovanni Puccinelli, Councilman

City Staff Present:

Diann Byington, Recording Secretary
Jan Baum, Financial Services Director
Curtis Calder, City Manager
Jeff Ford, Building Official
Jim Foster, Airport Manager
Cathy Laughlin, City Planner
Candi Quilici, Accounting Manager
Michele Rambo, Development Manager
Susie Shurtz, Human Resources Manager
Dave Stanton, City Attorney
Dennis Strickland, Public Works Director
Bob Thibault, Civil Engineer
Ty Trouten, Police Chief
Scott Wilkinson, Assistant City Manager
Kelly Wooldridge, City Clerk
James Wiley, Parks and Recreation Director
Dale Johnson, Utilities Director

III. PLEDGE OF ALLEGIANCE

IV. COMMENTS BY THE GENERAL PUBLIC

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

William Strickland stated Adella Harding's article in the Elko Daily Free Press was his reason for speaking. The elevation of Flagview Drive between the Basque Clubhouse and Flagview School peaks at approximately 5062 ft. The top of the Bicentennial Flagpole is 5280 ft. The lower base is 5062 ft. The 118 ft elevation is a clear zone from the base of the flagpole to the Flagview Drive fence. That is the area he is concerned about. As a long time member of the Elko Flag Foundation these are his thoughts. Nothing should interfere with the natural viewing of the Bicentennial Flag. Nothing should alter or corrupt the current landscape. After to the news article, he responded to the Editor. He read his letter into the record (Exhibit "A"). After the article, he added a bit more to this. For years he volunteered as a driver for the Western Folklife Center and he would like to bring attention to the waterfall art in front of City Hall. People were so amazed that the flag was so prominent and viewable from City Hall. He would not like to see that changed. He doesn't want anything to block his view, or anyone else's view, of the flag. He thanked City Council for their time and consideration and reminded everyone how important that flag is to all the veterans.

Mayor Keener thanked Mr. Strickland for his comments. The board was unaware there were different opinions of that. The organizers are already looking at different types of projects so they don't encroach on the Elko Flag Foundation vision.

V. APPROVAL OF MINUTES

V.A. Approval of Minutes for January 11, 2022 Regular Session

The minutes were approved by general consent.

VI. PRESENTATION

VI.A. Reading of a proclamation by the Mayor in recognition of the week of January 23 - 29, 2022 as School Choice Week, in Elko, Nevada and matters related thereto. **INFORMATION ONLY-NON ACTION ITEM**

Mayor Keener read the proclamation.

VI.B. Badge Pinning Ceremony for the City of Elko Fire Department Fire Chief Jack S. Snyder III, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

Curtis Calder, City Manager, stated Chief Snyder was unable to attend the meeting this evening. This will be rescheduled at the earliest convenience.

VI.C. Presentation of 2008 Pierce 95' Mid mount Aerial Ladder Truck, and matters related thereto. **INFORMATION ONLY- NON ACTION ITEM**

Mayor Keener introduced Captain Lino.

Captain Lino, Lee Engine Company, spoke about the new ladder truck. They hope to have the truck in service by mid-February but there are some things to get fixed on it.

Mayor Keener was impressed with the truck.

Captain Lino said it is a smart truck too. It won't let you do things that will damage it.

VII. APPROPRIATION

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

**** A motion was made by Council Member Simons, seconded by Council Member Morris to approve the general warrants in the amount of \$545,705.34.**

The motion passed unanimously. (5-0)

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

**** A motion was made by Council Member Simons, seconded by Council Member Stone to approve Utility Refunds in the amount of \$1,870.81.**

The motion passed unanimously. (5-0)

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

Mayor Keener disclosed there was a check on there for him for \$540. It stated Per Diem but it was actually a reimbursement for a flight that he paid for.

**** A motion was made by Council Member Simons, seconded by Council Member Puccinelli to approve the General Hand-Cut Checks in the amount of \$113,306.79.**

The motion passed unanimously. (5-0)

VII.D. Review, consideration, and possible approval to authorize Staff to solicit bids for the Spruce Road Reconstruction Project, and matters related thereto. **FOR POSSIBLE ACTION**

This item has been approved and budgeted for in the 2021/22 Fiscal Year Budget, Capital Construction Fund

Dennis Strickland, Public Works Director, explained we have been talking about this for a while. The design professional was present in the audience if Council had any questions. He explained the scope of work for the project.

**** A motion was made by Council Member Simons, seconded by Council Member Stone to authorize staff to solicit bids for the Spruce Road Reconstruction Project.**

The motion passed unanimously. (5-0)

VII.E. Review, consideration, and possible action to award a bid for the City of Elko the Sewer Slip Line Project 2021, and matters related thereto. **FOR POSSIBLE ACTION**

Council directed Staff to solicit bids for the Sewer Slip Line Project 2021 on October 12, 2021. Bids were received on January 17, 2022 and opened at 3:00 pm. Instiuform Tech. was the low bid in the amount of \$233,295.00. However, there was a minor technical error in the bid alternate for \$1000. The bid amount was written as \$61,555.00 and it should have been \$62,550.00 to match the total bid cost that totaled \$233,295.00. There was an additional minor technical error as the bidder did not write the total cost out in words for each individual bid item. They did write out the total cost for the base bid and bid alternates in word form as instructed.

Dale Johnson, Utilities Director, explained this is the sewer slip line project for 2021. Insituform was the low bidder and had a couple of minor technical errors that were run by Mr. Stanton.

Mayor Keener asked when they fill these out, do they use excel?

Mr. Johnson answered no, it is a printed bid form they write on.

Dave Stanton, City Attorney, said the minor technical errors need to be waived first in a separate motion before the bid is awarded.

**** A motion was made by Council Member Stone, seconded by Council Member Morris to waive the minor technical errors with the findings that these do not change the amount of the bid, they can be readily corrected and do not give the winning bidder a competitive advantage over other bidders.**

The motion passed unanimously. (5-0)

**** A motion was made by Council Member Stone, seconded by Council Member Morris to award a bid for the Sewer Slip Line Porject 2021, in the amount of \$233,295 to Insituform Tech. with findings of the minor technical errors.**

The motion passed unanimously. (5-0)

VII.F. Consideration and possible authorization of Amendment No. Six (6) to 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. Contract amendment #6 will cover fees associated with a geotechnical study for Airport Improvement Project # 58 Reconstruct Air Carrier Terminal Apron Phase I, Design. on October 26, 2021 staff was authorized to apply for FAA AIP Grant #58. The award of the grant is pending for Fiscal Year 2022. This expense is reimbursable once the grant is awarded.

Jim Foster, Airport Manager, requested no action on this item.

NO ACTION

VIII. UNFINISHED BUSINESS

VIII.A. Review, consideration, and possible action on Curb, Gutter, and Sidewalk Waiver No. 2-21, filed by Karen Hernandez, requesting the City of Elko waive the requirement for curb, gutter, and sidewalk along the Carlin Court frontage adjacent to 698 S. 5th Street, and matters related thereto. **FOR POSSIBLE ACTION**

Per Elko City Code Section 8-21-3, public improvements are required on lots or parcels upon change of use. The applicant has purchased the property after being vacant for more than 12 months, eliminating any legal non-conforming status and creating a change of use. This change to the property has triggered the requirement to construct sidewalk along both frontages of the property. The applicant is requesting that the requirements be waived only on the Carlin Court frontage. Staff has reviewed the waiver request and recommends denial of the waiver for curb, gutter, and sidewalk as outlined in the attached memo. MR

Michele Rambo, Development Manager, explained code section 8-21-3 allows waivers to be granted when it is impracticable to install the curb, gutter and sidewalk because of circumstances beyond the control of the applicant. This property has 2 street frontages. The Carlin Court frontage has nothing on it and that is the side the applicant is requesting the waiver. The auto-repair business they are proposing is a change of use and with the change of use, the need to install the curb, gutter and sidewalk is triggered. In the packet is a site plan. The property owner had an engineer examine the property. The engineer determined that they could install the curb, gutter and sidewalk. Based on that, if it can be designed, it can be built. She went on to explain why the infrastructure is required and why the City should not approve this waiver. City Staff are all recommending denial of the waiver.

Dennis Strickland, Public Works Director, reminded everyone of the discussion we had with Ms. Homer about her development. The infrastructure requirements should have been vetted before they purchased the property.

Lana Carter, Carter Engineering, gave some background on some of the challenges with the property. There is a steep slope at the end of the sidewalk that would require a barricade at the end.

Ms. Rambo said Mr. Thibault came up with a design that would eliminate the need for a barricade.

Karen Hernandez, 1730 Celtic Way, said she was not trying to shirk her responsibilities. She thought the barricade would be a hazard and would be a good reason to approve the waiver. They don't know what they are going to do with the property yet.

Greg Martin, Realtor, said before they made the purchase, they did meet with staff and city employees about what their vision of the property would be. He didn't believe a sidewalk would come into play in our lifetimes. The applicant doesn't want to avoid that entirely but just that section of sidewalk.

Mayor Keener asked about the estimated cost.

Ms. Carter answered she had an estimate but she didn't bring it with her.

Rafael Santiago, with Ms. Hernandez, noted the property does not connect up with the rest of the street and that is why there would be a drop off. There is a lot at the back that will never get developed.

Mr. Strickland reminded everyone, regardless of what was designed, the tax payers will have to pay for the section that does not get built. We can mitigate the drop off at the end if we need to. At some point that will be reconstructed and the City will have to pay for the infrastructure.

Scott Wilkinson, Assistant City Manager, spoke about areas in town where the City required infrastructure to be put in when waivers were requested and the sidewalks have now been completed.

Mr. Santiago said they are not denying the fact the sidewalk needs to be built but they need a street for it. They want to compromise.

Bob Thibault, Civil Engineer, explained when you build portions of sidewalk like this we can come in with some asphalt behind it. There are details that can be worked through. When you approve these waivers, you are agreeing to pick up the cost in the future and that should be considered.

Mayor Keener called for public comment without a response.

Councilman Morris said he looked at the property and looked at Ms. Homer's property. These are somewhat similar so he cannot approve this waiver.

Councilman Stone said he feels the pain in what is going on here. There is really no option to make this waiver. Eventually the City will have to pay for it someday. There is no option for a waiver right now.

Councilwoman Simons stated if you drive around the City you can see the result of these waivers. If we require one person to do it, even if it is hard, then we need to require everyone to do it.

Councilman Puccinelli tried to go into this with an open mind. He thought that was a huge expense and understood the costs to a business owner. He grew up in that area of town and knew exactly what they were talking about. He found it tough to approve the waiver.

Dave Stanton, City Attorney, said the way the code is written, the Council does not have a lot of discretion. The code was written to have a narrow reason for approving these requests.

Mayor Keener said it is a tough one. It is an older property and it never got done like it should have. It probably wasn't in code at that time.

Mr. Santiago said it seems that when the paper came out it said Autoshop. It makes the business person the bad person. We aren't the bad guys and just the business owners. Paying for that would break a regular person.

Mayor Keener asked if they had the option to defer this out.

Mr. Stanton said that option was removed from code.

Aaron Martinez, A.M. Engineering, said his firm, when developing 742 D Street, they had to put in a retaining wall and sidewalk improvements as required.

Mayor Keener asked if there was sidewalk on Cedar Street.

Mr. Martinez answered that was done previously. When you are buying commercial property, the due diligence is imperative. City Council is being put into a position to appease property owners faced with putting in infrastructure to the tune of \$150K. It is not fair to put the burden on the tax payers.

**** A motion was made by Council Member Morris, seconded by Council Member Puccinelli to deny Curb, Gutter and Sidewalk Waiver No. 2-21 for the waiver of curb, gutter and sidewalk along Carlin Court frontage adjacent to 698 S. 5th Street.**

The motion passed unanimously. (5-0)

VIII.B. Review, consideration, and possible approval of a Transportation Services Agreement between SkyWest Airlines, Inc. and the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

This action item was tabled at the January 11, 2022 Council meeting. At the December 14, 2021 meeting, the City Council approved a consulting agreement between the City of Elko and Airplanners, LLC, for the purpose of providing air service management and development tasks on behalf of the City. As a result, the proposed Transportation Services Agreement is actively being negotiated and will be presented to the City Council upon its availability. CC

Curtis Calder, City Manager, requested the item be tabled.

**** A motion was made by Council Member Simons, seconded by Council Member Stone to table.**

The motion passed unanimously. (5-0)

IX. NEW BUSINESS

IX.A. Review and possible approval for disbursing American Rescue Plan Act (ARPA) funds to local tourism organizations based on the Department of the Treasury lost revenue calculation and City Code Recreation Fund Transient Lodging distribution formula. FOR POSSIBLE ACTION

The American Rescue Plan Act of 2021 (ARPA) was established to help states and localities address the economic and health consequences of the COVID-19 public health emergency and its economic impacts through four categories. One of the four categories states “For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency.” Staff used the United States Department of Treasury lost revenue calculation to determine the lost revenue specifically attributable to the transient lodging tax revenue for the 12 months ending December 31, 2020. Based on this calculation staff determined the lost revenue impact on the local tourism organizations that receive transient tax from the Recreation Fund per the City Code formula. The following is a list of calculated ARPA lost revenue amounts staff recommends distributing to the following organizations:

| | |
|--|---------------|
| Elko Convention and Visitor’s Authority (ECVA) | \$ 195,527.98 |
| ECVA – Advertising | \$ 144,073.25 |
| ECVA – Facility | \$ 164,655.14 |
| Elko County Recreation Board | \$ 51,454.73 |
| Western Folklife Center | \$ 20,581.89 |
| Elko County Fair Board | \$ 41,163.79 |
| Total | \$ 617,456.79 |

Jan Baum, Financial Services Director, explained the US Treasury gave us a calculation that we used to determine the lost revenue in just the Recreation Fund. These entities also put in grant requests for these amounts.

Councilman Puccinelli asked if he needed to abstain since he was on the Elko County Fair Board.

Dave Stanton, City Attorney, answered he needed to abstain.

Councilwoman Simons thought there was an issue since four of them on the Elko County Recreation Board.

Curtis Calder, City Manager, said Councilman Stone would need to abstain from the ECVA votes.

Mr. Stanton wanted to do some research on possible conflicts before this gets approved.

Councilman Stone said if he didn't need to abstain, he didn't want to.

Councilwoman Simons suggested approving each item individually except for the Elko County Fair Board.

**** A motion was made by Council Member Simons, seconded by Council Member Morris to approve dispersing \$195,527.98 in American Rescue Plan Act Funds to Elko Convention and Visitor's Authority (ECVA) as outlined by staff based on the Department of the Treasury lost revenue calculation and the City Code Recreation Fund Transient Lodging distribution formula.**

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

**** A motion was made by Council Member Simons, seconded by Council Member Morris to approve dispersing \$144,073.25 in American Rescue Plan Act Funds to ECVA - Advertising as outlined by staff based on the Department of the Treasury lost revenue calculation and the City Code Recreation Fund Transient Lodging distribution formula.**

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

**** A motion was made by Council Member Simons, seconded by Council Member Morris to approve dispersing \$164,655.14 in American Rescue Plan Act Funds to ECVA - Facility as outlined by staff based on the Department of the Treasury lost revenue calculation and the City Code Recreation Fund Transient Lodging distribution formula.**

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

**** A motion was made by Council Member Simons, seconded by Council Member Morris to approve dispersing \$20,581.89 in American Rescue Plan Act Funds to Western Folklife Center as outlined by staff based on the Department of the Treasury lost revenue calculation and the City Code Recreation Fund Transient Lodging distribution formula.**

The motion passed unanimously. (5-0)

**** A motion was made by Council Member Simons, seconded by Council Member Stone to Approve to approve dispersing \$41,163.79 in American Rescue Plan Act Funds to Elko County Fair Board as outlined by staff based on the Department of the Treasury lost revenue calculation and the City Code Recreation Fund Transient Lodging distribution formula.**

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

**** A motion was made by Council Member Simons, seconded by Council Member Morris to table the portion of this item that deals with the Elko County Recreation Board.**

The motion passed unanimously. (5-0)

IX.B. Review, consideration, and possible approval of Revocable Permit No. 6-21, filed by Maverick Elko, LLC, to occupy a portion of Idaho Street Right-of-Way to accommodate existing lighting, landscaping, a freestanding sign, and a backflow prevention device located generally west of the intersection of E. Jennings Way and Idaho Street, and matters related thereto. **FOR POSSIBLE ACTION**

The applicant has recently applied for a building permit for a backflow prevention device to be located within the small existing landscape island within the Idaho Street Right-of-Way. The existing landscaping, sign, and lighting do not have a revocable license agreement to occupy Idaho Street Right-of-Way. With approval of the revocable permit, it brings the property into conformance. CL

Cathy Laughlin, City Planner, explained the packet has the standard license agreement. Legal has reviewed the agreement. The backflow is a new device for the gas station.

**** A motion was made by Council Member Puccinelli, seconded by Council Member Morris to approve Revocable Permit No. 6-21 subject to the execution of a standard license agreement between the applicant and the City of Elko.**

Councilman Stone disclosed he does contract labor with Maverick but that he will still vote on the matter.

The motion passed unanimously. (5-0)

X. RESOLUTION AND ORDINANCE

X.A. Review, discussion, and possible adoption of Resolution No. 03-22, a resolution approving procedures for the review and granting of revocable licenses to occupy City of Elko Street Rights-of-Way, and matters related thereto. **FOR POSSIBLE ACTION**

The State of Nevada has changed the requirements for businesses in relation to water and sewer since the adoption of Resolution 37-98 resulting in the need for additional infrastructure for businesses which at times can only be located within the Right-of-Way. With the previously approved resolution, administrative approval didn't include infrastructure such as backflow prevention devices or grease interceptors.

Ms. Laughlin explained Resolution 37-98 was very specific as to what it would approve. It did not give them authority to approve grease interceptors or backflows. This will allow staff to approve these requests from VFW to 30th Street on Idaho Street.

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli to adopt Resolution No. 03-22.**

The motion passed unanimously. (5-0)

XI. REPORTS

XI.A. Mayor and City Council

Mayor Keener said he continues to enjoy the new restaurant at the Airport and encouraged everyone to check it out.

XI.B. City Manager

Curtis Calder said we will get some of those items rescheduled. In regard to the MRG Agreement with SkyWest, we have been in contact with our consultant who has been in contact with SkyWest. It will continue to be tabled until SkyWest gets back to us.

Mayor Keener asked if the Trail Center was open.

Mr. Calder said they hope to open again in February for a couple of days a week. After that they are looking at 5-days a week for the spring and summer. We will be reconstituting the Advisory Board and will need to go through the process of filling the vacancies. There is a new director and staff and they are getting things in order to reopen. There are some major HVAC system issues but the Trail Center is addressing it.

XI.C. Assistant City Manager

No report

XI.D. Utilities Director

No report

XI.E. Public Works

Dennis Strickland said Mr. Hance was a big stickler on street lights and gave him a list of out and broken lights on a weekly basis. We are continuing with our street light audit and found about 40 streetlights that were out. Ten of the brand new lights in the downtown corridor were out. He expressed his concern with accepting the NV Energy streetlights in the downtown corridor.

XI.F. Airport Manager

No report

XI.G. City Attorney

No report

XI.H. Fire Chief

Absent

XI.I. Police Chief

No report

XI.J. City Clerk

Kelly Wooldridge reported we are trying to roll out the Agenda Management system. You will need to bring in your ipads to get the new app to work. There will still be some bugs that we are working out. Mike from PDI who sold us the software, will be at the next meeting to help us out. There will be a new page on the website that will have links to the agendas and videos.

XI.K. City Planner

Mayor Keener asked about the CEDS meeting.

Cathy Laughlin said nothing new, it was just an update.

XI.L. Development Manager

Michele Rambo said about 1.5 years ago, we went through an audit with NDEP and EPA and we finally got the letter today that says we are all done and they are happy.

XI.M. Financial Services Director

Jan Baum said the ARPA Grant applications have not been all addressed yet. We are still meeting on those applications and there will be more recommendations for distribution. We have been working with our CPA and legal to find the simplest way to grant funds to local organizations.

XI.N. Parks and Recreation Director

James Wiley reported they were able to run lessons on the tow rope last saturday at the SnoBowl. Hopefully we get one more weekend there. He doesn't see any new storms on the horizon so we are probably about done for the year.

XI.O. Civil Engineer

No report

XI.P. Building Official

No report

XII. COMMENTS BY THE GENERAL PUBLIC

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

Scott Gavorski, Gavorski Consulting, said thier contract with Nevada Recovers Project has ended. The State issued a non-profit grant request that was due January 3rd. Per a press release on January 4th, a decision on those grants is supposed to be made in February.

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

Mayor Reece Keener

Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: Reading of a proclamation recognizing the month of February 2022 as "Beef Month", and matters related thereto. INFORMATION ONLY - NON ACTION ITEM

2. Meeting Date: 2/8/2022 4:00 PM - Regular Meeting

3. Agenda Category: Presentation

4. Time Required: 5 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 *(If Business Impact Statement is required, please attach)*

8. Supplemental Agenda Information:

9. Recommended Motion: Information Only-No Action Required

10. Prepared By: Curtis Calder, City Manager

11. Committee/Other Agency Review:

12. Council Action:

13. Council Agenda Distribution: *(Please list the name, email address, fax number or mailing address for anyone needing to receive a copy of this agenda)*

| Name | Email Address | Fax Number | Mailing Address |
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ELKO POLICE DEPARTMENT

2021 ANNUAL REPORT

POLICE CHIEF TY TROUTEN



ISSUED: February 8, 2022



ELKO POLICE DEPARTMENT
2021 ANNUAL REPORT
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History & Information

Elko Police Department History & Information

The City of Elko was incorporated by an Act of the Legislature of the State of Nevada March 14, 1917. At that time a Police Supervisor, W.R. Mayer, was appointed to be the executive officer of his department and had under his special charge the enforcement of all police regulations.

On June 2, 1917, George Cotant was unanimously appointed City Marshall and J.C. Doughty was unanimously appointed Police Judge for the City of Elko, both with a monthly salary of \$1 each. Also on this date, F.H. Sutton was appointed Night Watchman with a monthly salary of \$100.

Today, the Elko Police Department consists of 53 employees. Of these 53 employees, 43 are sworn officers. Of those 43 sworn officers 29 are assigned to the Patrol Unit, 7 are assigned to the Detective Unit, 4 are in special assignments (i.e. the School Resource Officer Unit and the Elko Combined Narcotics Unit), and the final 3 sworn officers make up the Command Staff. The 10 non-sworn positions are assigned as follows: 1 Records Supervisor, 3 full-time Records Techs, 1 Evidence Tech, 1 Part-time Evidence Technician, 1 Administrative Assistant, 1 part-time Domestic Violence Systems Advocate, 1 Animal Control Officer, and 1 Part-time Animal Control Officer.

The Elko Police Department is a professional and progressive law enforcement agency that is continually moving forward. We are always looking for opportunities to improve training, education, technology and equipment for our staff.

The Operations Division handles all crime calls and traffic accidents within the City limits, as well as routine police matters which include animal calls, funeral processions, parades and much more. Our average response time to emergency calls is three minutes from the time the call is dispatched to the officer's arrival.





Elko Police Department

Mission Statement

Mission Statement

We strive to provide consistent enforcement of all laws in a fair, firm, and professional manner to instill trust and build relationships with the community through problem solving to safeguard life and property.

Department Motto:

“Pride in Service “

- P - Prevent, reduce, disrupt criminal activity
- R - Recruit, train and develop our employees
- I - Initiate timely and open communication
- D - Develop and implement solutions to our community's problems
- E - Efficiently use innovation and technology





ELKO POLICE DEPARTMENT

2021 ANNUAL REPORT

SUMMARY

The following is an Annual Report for the Elko Police Department, year 2021. The report includes summaries and charts for licensing permit data, crime comparison data, and records transactions data.

Licensing / Permits / Applications:

In 2021, the Elko Police Department processed a total of 67 licensing and permit applications. The licenses and permits breakdown into the following categories, (see chart 1a): 0 brothel licenses, 37 special event liquor licenses, 9 liquor license applications, 4 parade permits, 9 solicitor/peddler applications, 2 temporary sexually oriented business licenses, 5 special event/vendor applications, and 1 temporary merchant applications.

464 Online reports were taken in 2021. Estimated savings of 696 Officer hours (\$18,560).

Records Unit Transactions:

In 2021, the Records Unit processed 947 total transactions. These transactions breakdown into the following categories (see chart 1b): 160 work card applications (bartender cards, taxi drivers, etc.), 27 sex worker applications, 5 solicitor applications, 401 miscellaneous fingerprint transactions (gaming, nursing, teachers, daycare, etc.), and 354 insurance report records.

Records Unit Highlights

2021 gave the department a full year calculation of Incident Based Reporting (IBR). The Records Unit has fine-tuned the data collection from users and the entry into the State system. The process is streamlined, and all State deadlines are met.

On October 18, 2021, disaster struck the Records Unit, with flooding from the ceiling into the main record storage area. Brad Burnham, from Facilities, was able to locate and fix the leak. The leak caused minimal damage. Luckily there was no permanent damage to any records; all were recovered.



ELKO POLICE DEPARTMENT

2021 ANNUAL REPORT

SUMMARY

Crime Report:

In 2021 the Elko Police Department made 930 arrests, 852 adults and 78 juveniles. There were 423 traffic collisions investigated and 549 traffic citations issued. 228 incidents of domestic violence were reported in 2021. The total calls for service in 2021 were 24,841, down 1,450 from 2020; this generated 2,538 cases for the department, down 64.

Severe crimes in the City of Elko totaled 2,089 for 2021. This total is down 87 incidents from 2020 severe crime totals. Severe crimes include: murder and manslaughter, kidnapping and abduction, forcible rape, forcible fondling, robbery, aggravated assault, simple assault, intimidation, arson, extortion/blackmail, burglary, pocket picking new, purse snatching new, shoplifting new, theft from a building new, theft from coin operated device, theft from motor vehicle, theft of motor vehicle parts & accessories new, all other larceny, motor vehicle theft, counterfeiting and forgery, false pretenses swindling, CC/ATM fraud, impersonation, identity theft new, embezzlement, stolen property offenses, destruction of property, drug narcotic violation, drug equipment, incest new, statutory rape, pornography/obscene material, gambling offense split into other offenses, sports tampering new, assisting and/or promoting prostitution, weapon law violations, and animal cruelty new. (*see chart 2 for breakdowns*)

Less severe crimes totaled 1,037 for 2021. This total is up by 86 incidents from 2020 totals. Crimes included as “less severe” are bad checks, curfew/loitering/vagrancy, disorderly conduct, DUI, family offenses (non-violent), liquor law violations, runaway juveniles, trespassing, and other minor offenses. (*see chart 2 for breakdowns*)

Use of Force:

Of the 24,841 calls for service there were 69 incidents where force was used (.28%). Understanding that a single incident may have multiple officers using force, there were 165 individual uses of force. High risk situations accounted for 60% of those and physical take-downs, 34%. We had 9 incidents of battery on an officer, 3 resulted in injury.

Training:

POST requirements, certifications, and training to maintain standards equated to 10,357 hours of training for all employees of the department.



ELKO POLICE DEPARTMENT

2021 ANNUAL REPORT

SUMMARY

Administrative Support Division Highlights

COVID

The COVID pandemic created many issues for the department overall. Some proactive activities were scaled back, as well as public access to the department for portions of 2020. This achieved the desired effect in minimizing exposure to COVID.

Recruiting

During the year 2021, the Elko Police Department hired five new officers to fill vacancies within the agency. This year, recruitment was focused on hiring experienced officers through the department lateral hiring program. Recruiting officers with prior service benefits the city by eliminating the need to put new officers through the Nevada POST Academy. In addition, lateral officers bring experience and knowledge to the agency. Lateral officers must still undergo the same rigid testing and screening process, as well as an extensive background investigation. In addition, they must still successfully complete the EPD Field Training Program.

In 2021, the Elko Police Department hired lateral officers from the Las Vegas Metropolitan Police Department, Nye County Sheriff's Office, Kaysville, Utah Police Department and San Bernardino California Police Department. These new officers bring in excess of four decades of prior experience and training to the EPD. We were able to renew in-person recruiting.





ELKO POLICE DEPARTMENT

2021 ANNUAL REPORT

SUMMARY

Operations Division Highlights

Field Training Program

In 2021, Sergeant Anthony Matthews assumed the role of FTO Coordinator. With the assistance of members of the FTO cadre and the Operations Lieutenant, the Elko Police Department's FTO program was updated and modernized. A new FTO policy was drafted and approved. In addition, Daily Observation Reports and procedures were updated following current best practices for Law Enforcement Field Training. The model is still based on the San Jose Field Training model, which has long been the standard for police field training programs; however, the new program was updated with modern training methods and techniques.

EPD Unmanned Aerial Vehicle (UAV) Program

In 2021, the Elko Police Department launched a UAV program to assist in a multitude of areas from searching for suspects to collecting aerial video of incidents. A UAV, commonly referred to as a Drone, is essentially a remote controlled aerial vehicle flown by a UAV Pilot licensed by the FAA. The Elko Police Department currently has two licensed and certified UAV Pilots: Officer Nathan Gowan and Officer Josh Bogdon. Both officers completed the required training and certification process to operate the EPD UAV legally and safely. The UAV was purchased with a generous donation from a local citizen. The UAV has been deployed approximately a dozen times since the program launched in July, 2021.





ELKO POLICE DEPARTMENT

2021 ANNUAL REPORT

SUMMARY

Operations Division Highlights

Corporal Promotion

On September 27, 2021, Officer Josh Taylor was promoted to Corporal to fill a vacancy in the patrol division. Corporal Taylor has served with the Elko Police Department for nearly seven years. In addition to his first line supervisory duties, Corporal Taylor is a Canine Handler, a Field Training Officer and a Team Leader on the Elko Special Response Team.

Animal Control Unit

In October of 2021, we were able to fill the Animal Control vacancy. Officer Katie Litchfield assumed this position. The position had been vacant since early March, leaving the position unfilled for approximately 6 months. Officer Litchfield noticed some outdated City Ordinances and began working with the City Clerks Office to have them updated and revised.

A part-time Animal Control Officer was granted and will be implemented next year.





ELKO POLICE DEPARTMENT

2021 ANNUAL REPORT

SUMMARY

School Resource Officers

Staffing

Officer Klint Ratliff added to School Resource Officers as Officer Mike Gustafson became Detective Mike Gustafson.

COVID Continues

After the COVID hiatus, the SRO's were able to resume the ALERT Classes, as well as extra-curricular activities such as sports. SRO's have been guest speakers in multiple classes.





ELKO POLICE DEPARTMENT

2021 ANNUAL REPORT

SUMMARY

Detective Unit Highlights

In 2021, the Elko Police Department Detective Unit received 357 new cases.

- Closed 134 cases
- Completed 97 supplemental reports
- Conducted 13 background investigations
- Prepared / executed 55 search warrants
- Administered 4 CVSA's (truth verification tests)
- Processed 19 significant crime scenes
- Administered / observed 63 forensic interviews
- Completed 15 administrative subpoenas / preservation letters
- Arrested 7 suspects
- Forensically downloaded and examined 90 telephones / mobile devices
- Hosted 5 presentations
- Investigated 61 sexual assaults / child abuse cases
- Investigated 6 homicide / suspicious deaths



Homicide Cases

The detective division started the year with the homicide in January of 2021, after a short manhunt the suspect was apprehended interviewed, confessed and is awaiting adjudication for 2nd degree homicide.

Detectives also responded to another homicide a male subject was shot and killed after an altercation. Both of these investigations required a considerable amount of labor, time and resources, which added to the caseload involving several homicide investigations from the previous year, some of which are still awaiting adjudication.

Suspicious Death Cases

In addition to two conformed homicides, the detective division spent considerable time investigating two suspicious death cases which were treated as homicide investigations until evidence showed otherwise.



ELKO POLICE DEPARTMENT

2021 ANNUAL REPORT

SUMMARY

Detective Unit Highlights – Cont.

The division saw the addition of two new detectives, both of which received numerous hours of training. Both detectives have already been responsible for several high profile cases to include the investigation of an armed robbery that was solved within 24 hours to include admissions from the suspect. Other cases include a heinous sexual assault of a juvenile, a string of burglaries where a detective was able to obtain confessions for other similar and recent burglaries during his interview, and a sensitive case involving a neighboring law enforcement officer.

The Detective Division has introduced more technological equipment, which has aided in the investigation of crime scenes and digital evidence. The division has dramatically reduced its reliance on outside agencies because of the procurement and implantation of these technologies, tactics, and techniques.



ELKO POLICE DEPARTMENT

2021 ANNUAL REPORT

SUMMARY

Elko Combined Narcotics Unit Highlights – 2021

The Elko Combined Narcotics Unit (ECNU) initiated 39 cases – 16 drug related. ECNU had a total of 26 arrests and authored several search warrants during 2021.

ECNU seized:

- Methamphetamine: 10,440.8 grams
 - *Up 6,642.93 grams from 2020*
- Heroin: 931.25 grams
 - *Up 484.85 grams from 2020*
- Cocaine: 1.68 grams
 - *Down 22.35 grams from 2020*
- Others: 4 dosage units
 - *Down 4,235 dosage units from 2020*

The total seized drugs had a street value of \$324,835.

The Elko Combined Narcotics Unit assisted neighboring agencies in the response and investigation to other major crimes during the 2021 calendar year.



ELKO POLICE DEPARTMENT

2021 ANNUAL AWARDS

YEARS OF SERVICE RECOGNITION

Five Years of Service

Detective Cassie Wyllie
Officer Josh Bogdon
Officer Josh Chandler
Officer Kyle Craig



Fifteen Years of Service

Lieutenant Mike Palhegyi
Detective Corporal Pete Nielson
Corporal Shane Daz
Officer Aaron Gray

Twenty-Five Years of Service

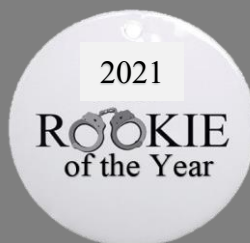
Shelby Womack

MERIT AWARD

Citizen Service Awards (7)

Exemplary Performance Award

Lieutenant Jason Pepper
Detective Sergeant Bryan Drake
Corporal Shane Daz
Corporal Dennis Williams
Officer Andrew Cunningham
Officer Kyle Craig



Rookie of the Year
Officer Nathan Gowan



Officer of the Year
Officer Josh Chandler



Chart 1 — Licensing / Permits / Applications

Chart 1a

| Licensing / Permits / Applications 2021 | |
|---|-----------|
| License/Event Type | Total |
| Brothel License | 0 |
| Special Event Liquor License | 37 |
| Liquor License Applications | 9 |
| Parade Permits | 4 |
| Solicitor/Peddler Applications | 9 |
| Temp Sexual Oriented Business License | 2 |
| Special Event / Vendor Applications | 5 |
| Temp Merchant Applications | 1 |
| TOTALS | 67 |

Chart 1b

| 2021 Records Unit Transactions | | |
|--|---------------|---------------------|
| <u>TYPE</u> | <u>AMOUNT</u> | <u>DOLLAR TOTAL</u> |
| Bar Employee Work Permits / Taxicab Employee Work Permits | 160 | \$15,300.00 |
| Sex Worker Cards | 27 | \$6,750.00 |
| Solicitor Work Permits | 5 | \$500.00 |
| Fingerprinting | 401 | \$9,960.00 |
| Insurance - Police Reports | 45 | \$12,805.00 |
| TOTAL | 947 | \$45,315.00 |



Crime Analysis—Five Year Average (Page 1)

Chart 2

| Severe Crime | 2016 | 2017 | 2018 | 2019 | 2020 | 5Y AVG | 2021 | % UP/DOWN | 2020 | 2021 | % UP/DOWN |
|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|------------|-------------|-------------|------------|
| Murder and Manslaughter | 3 | 3 | 3 | 4 | 5 | 3 | 3 | -8% | 5 | 3 | -40% |
| Kidnapping and Abduction | 0 | 4 | 3 | 5 | 14 | 3 | 11 | 267% | 14 | 11 | -21% |
| Rape | 36 | 23 | 26 | 25 | 24 | 28 | 22 | -20% | 24 | 22 | -8% |
| Sodomy NEW | | | | | | | 4 | | | | |
| Fondling | 10 | 11 | 17 | 19 | 28 | 14 | 12 | 96% | 28 | 12 | -57% |
| Robbery | 9 | 14 | 20 | 15 | 20 | 15 | 17 | 17% | 20 | 17 | -15% |
| Aggravated Assault | 34 | 44 | 53 | 40 | 64 | 43 | 56 | 31% | 64 | 56 | -13% |
| Simple Assault | 283 | 323 | 336 | 342 | 415 | 321 | 433 | 29% | 415 | 433 | 4% |
| Intimidation | 15 | 27 | 20 | 30 | 21 | 23 | 14 | -39% | 21 | 14 | -33% |
| Arson | 7 | 12 | 9 | 2 | 9 | 8 | 8 | 7% | 9 | 8 | -11% |
| Extortion/Blackmail | 3 | 3 | 4 | 0 | 1 | 3 | 2 | -20% | 1 | 2 | 100% |
| Burglary | 178 | 208 | 130 | 125 | 123 | 160 | 123 | -23% | 123 | 123 | 0% |
| Pocket Picking NEW | | | | | 1 | | 3 | | 1 | 3 | 200% |
| Purse Snatching NEW | | | | | 3 | | 10 | | 3 | 10 | 233% |
| Shoplifting NEW | | | | | 26 | | 78 | | 26 | 78 | 200% |
| Theft from a Building NEW | | | | | 17 | | 85 | | 17 | 85 | 400% |
| Theft from Coin Operated Device | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 100% | 1 | 1 | 0% |
| Theft from Motor Vehicle | 80 | 87 | 56 | 60 | 89 | 71 | 94 | 33% | 89 | 94 | 6% |
| Theft of Motor Vehicle Parts & Accessories NEW | | | | | 7 | | 30 | | 7 | 30 | 329% |
| All other Larceny | 566 | 584 | 392 | 458 | 424 | 500 | 306 | -15% | 424 | 306 | -28% |
| Motor Vehicle Theft | 62 | 71 | 43 | 101 | 94 | 69 | 85 | 23% | 94 | 85 | -10% |
| Counterfeiting and Forgery | 39 | 70 | 36 | 55 | 27 | 50 | 26 | -46% | 27 | 26 | -4% |
| False Pretenses Swindling | 62 | 73 | 55 | 45 | 30 | 59 | 30 | -49% | 30 | 30 | 0% |
| CC/ATM Fraud | 52 | 64 | 75 | 40 | 45 | 58 | 39 | -22% | 45 | 39 | -13% |
| Impersonation | 37 | 46 | 38 | 32 | 3 | 38 | 1 | -97% | 3 | 1 | -67% |
| Identity Theft NEW | | | | | 143 | | 80 | | 143 | 80 | -44% |
| Hacking/Computer Invasion NEW | | | | | | | 1 | | | 1 | |
| Embezzlement | 27 | 25 | 25 | 21 | 18 | 25 | 15 | -39% | 18 | 15 | -17% |
| Stolen Property Offenses | 54 | 56 | 31 | 47 | 53 | 47 | 44 | -6% | 53 | 44 | -17% |
| Destruction of Property | 253 | 249 | 151 | 164 | 200 | 204 | 194 | -2% | 200 | 194 | -3% |
| Drug Narcotic Violation | 324 | 257 | 316 | 247 | 142 | 286 | 141 | -50% | 142 | 141 | -1% |
| Drug Equipment | 37 | 27 | 38 | 23 | 94 | 31 | 71 | 201% | 94 | 71 | -24% |
| Incest NEW | | | | | 1 | | 0 | | 1 | 0 | -100% |
| Statutory Rape | 5 | 1 | 5 | 4 | 2 | 4 | 1 | -73% | 2 | 1 | -50% |
| Pornography/Obscene Material | 5 | 1 | 5 | 7 | 3 | 5 | 2 | -56% | 3 | 2 | -33% |
| Assisting and/or Promoting Prostitution | 1 | 0 | 1 | 0 | 1 | 1 | 2 | 0% | 1 | 2 | 100% |
| Gambling Offense Split into other offenses | 3 | 0 | 0 | 2 | | 1 | | | | | |
| Sports Tampering NEW | | | | | 1 | | 0 | | 1 | 0 | -100% |
| Weapon Law Violations | 51 | 51 | 63 | 50 | 27 | 54 | 38 | -50% | 27 | 38 | 41% |
| Animal Cruelty NEW | | | | | 9 | | 7 | | 9 | 7 | -22% |
| Total | 2237 | 2334 | 1951 | 1963 | 2176 | 2132 | 2089 | -2% | 2185 | 2089 | -4% |



Crime Analysis—Five Year Average (Page 2)

Chart 2 (Cont.)

| Less Severe Crime | | | | | | | | | | | |
|---|-------------|-------------|-------------|-------------|------------|-------------|-------------|-------------|------------|-------------|------------|
| Bad Checks/ Part of All other Offenses | 3 | 7 | 1 | 2 | 1 | 3 | | -100% | 1 | 0 | -100% |
| Curfew/loitering/Vagrancy | 18 | 28 | 17 | 20 | 9 | 18 | 7 | -62% | 9 | 7 | -22% |
| Disorderly Conduct | 131 | 132 | 135 | 113 | 38 | 110 | 31 | -72% | 38 | 31 | -18% |
| DUI | 69 | 61 | 80 | 72 | 79 | 72 | 57 | -21% | 79 | 57 | -28% |
| Drunkenness NEW | | | | | 3 | | 0 | | 3 | 0 | -100% |
| Family Offenses Non-Violent | 53 | 35 | 39 | 45 | 36 | 42 | 40 | -4% | 36 | 40 | 11% |
| Liquor Law Violations | 34 | 55 | 44 | 54 | 30 | 43 | 31 | -29% | 30 | 31 | 3% |
| Run-Away No Longer Counted | 20 | 21 | 32 | 48 | | 30 | | | | | |
| Peeping Tom New | | | | | | | 2 | | | | |
| Trespassing | 69 | 83 | 71 | 58 | 66 | 69 | 56 | -19% | 66 | 56 | -15% |
| All Other Offenses | 1028 | 903 | 951 | 967 | 279 | 826 | 352 | -57% | 279 | 352 | 26% |
| Not Reported to IBR Was part of All Other Offenses | | | | | 274 | | 294 | | 274 | 294 | 7% |
| Traffic Code Was part of All Other Offenses | | | | | 136 | | 167 | | 136 | 167 | 23% |
| Total | 1425 | 1325 | 1370 | 1379 | 951 | 1290 | 1037 | -20% | 951 | 1037 | 9% |
| Arrests | | | | | | | | | | | |
| Adult Arrests | 1069 | 978 | 1019 | 943 | 879 | 978 | 852 | -13% | 879 | 852 | -3% |
| Juvenile Arrests | 61 | 85 | 74 | 88 | 69 | 75 | 78 | 3% | 69 | 78 | 13% |
| Total | 1130 | 1063 | 1093 | 1031 | 948 | 1053 | 930 | -12% | 948 | 930 | -2% |
| Traffic Crashes | | | | | | | | | | | |
| | 497 | 323 | 449 | 430 | 413 | 422 | 423 | 0% | 413 | 423 | 2% |
| Citations | | | | | | | | | | | |
| | 994 | 806 | 844 | 1013 | 750 | 881 | 549 | -38% | 750 | 549 | -27% |
| Domestic Violence | | | | | | | | | | | |
| Crime Reports | 181 | 197 | 205 | 232 | 229 | 209 | 228 | 9% | 229 | 228 | 0% |
| Calls For Service | 781 | 741 | 770 | 780 | 901 | 795 | 873 | 10% | 901 | 873 | -3% |
| Calls for service are patrol responses; Crime Reports are investigated and sent for charging. | | | | | | | | | | | |
| Calls for Service | | | | | | | | | | | |
| Incident | 29993 | 27258 | 27299 | 29289 | 26291 | 28026 | 24841 | -11% | 26291 | 24841 | -6% |
| Cases Generated | 2777 | 2656 | 2485 | 2517 | 2602 | 2607 | 2538 | -3% | 2602 | 2538 | -2% |
| Online Reporting | | | | | | | | | | | |
| Total Cases | 24 | 51 | 206 | 303 | 509 | 219 | 464 | 112% | 509 | 464 | -9% |

5Y AVG = The number from the five columns listed to the left of this number averaged

% UP/DOWN = The current year total against the five year average.

Raw number comparison= this year and previous year total comparison

**Elko City Council
Agenda Action Sheet**

1. Title: Presentation of the Elko Police Department 2021 Annual Report by Police Chief Ty Trouten, and matters related thereto. INFORMATION ONLY - NON ACTION ITEM

2. Meeting Date: 2/8/2022 4:00 PM - Regular Meeting

3. Agenda Category: Presentation

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 *(If Business Impact Statement is required, please attach)*

8. Supplemental Agenda Information: Police Department 2021 Annual Report

9. Recommended Motion: Information Only - No Action Required

10. Prepared By: Ty Trouten, Police Chief

11. Committee/Other Agency Review:

12. Council Action:

13. Council Agenda Distribution: *(Please list the name, email address, fax number or mailing address for anyone needing to receive a copy of this agenda)*

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**Elko City Council
Agenda Action Sheet**

1. Title: Presentation of a possible Recreation and Events Center by Rusty Bahr, CEO of the Boys and Girls Club of Elko, and matters related thereto. INFORMATION ONLY - NON ACTION ITEM

2. Meeting Date: 2/8/2022 4:00 PM - Regular Meeting

3. Agenda Category: Presentation

4. Time Required: 20 Minutes

5. Background Information:

6. Budget Information:

Appropriation Required:

Budget amount available:

Fund name:

7. Business Impact Statement: Not Required *(If Business Impact Statement is required, please attach)*

8. Supplemental Agenda Information:

9. Recommended Motion: Information Only - No Action Required

10. Prepared By: Kim Wilkinson, Administrative Assistant

11. Committee/Other Agency Review:

12. Council Action:

13. Council Agenda Distribution: *(Please list the name, email address, fax number or mailing address for anyone needing to receive a copy of this agenda)*

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Elko Recreation & Events Center

Recreation & Events Center

Indoor Aquatic Center: The center would have a 10-lane indoor competition swimming pool with seating and amenities for competitive meets, water aerobics, swim lessons, and recreational swim.



Recreation & Events Center

Outdoor Aquatic Park: An outdoor aquatic complex would include zero depth pool with water structures, major water slides, lap swim area, diving well, deck and grass areas, concessions, and pavilions.



Recreation & Events Center

Commercial Kitchen: The new recreation center would have a comprehensive kitchen for catering major events, concessions for sports and aquatics, and serving youth.



Recreation & Events Center

Wellness Center: The new recreation center would have a wellness center geared to improve individuals spirit, mind, and body.



Recreation & Events Center

Game Room/Youth Facilities: The new recreation center will have a game room with gaming equipment, seating, and youth space.



Events Center: The events center will be a 80,000 - 100,000 square foot building with 5,500 -7,000 seating capacity. The new events center would have the ability to be a four court basketball/volleyball arena, indoor soccer arena, PRCA regulation rodeo arena with accessory corrals, concert hall, and major events center.



Corrals: The new events center would work hand-in-hand with the current fairgrounds. An equestrian tunnel would be constructed under the current road to connect the current fairgrounds and the new events center. The new event center would also add additional corrals on the new site.

Highway access: It is being planned to construct an exit off of I-80 and Golf Course Road to ease traffic congestion and improved traffic patterns.



Recreation & Events Center

Parking: The new recreation center will have approximately 1,000 parking spots to serve the complex as well as compliment surrounding organizations. The Boys & Girls Club is also working with established organizations within proximity to help meet parking needs.



BUILDING A STRONGER COMMUNITY AND LEAVING A LEGACY

Serving the Youth and Families in Elko County

The new recreation & events complex will dramatically increase the Boys & Girls Clubs capacity to serve more children and families in Elko County.

Meeting Community Goals

The citizens of Elko County have identified over 20 years ago the need and dream for a recreation & events complex. The Boys & Girls Club can make Elko Counties dreams become a reality.

Making an Economic Impact

These new centers would give Elko County the ability to bring in national, state, and regional events which would dramatically impact our businesses, citizens, and tax base. This new facility would also help our local businesses attract the workforce necessary for success. Simply put, this new complex will make Elko a destination and this project will be an economic game changer.

Meeting our Aquatic Needs

The current pools are outdated and deteriorating. This new recreation center would offer two state-of-the-art pools to meet our communities needs for generations to come.

BUILDING A STRONGER COMMUNITY AND LEAVING A LEGACY

Meeting Parking Needs

This new complex would add an additional 1,000 - 1,400 parking spots to the region. A reciprocal agreement could be put in place to help the convention center, Boys & Girls Club, Flagview School, and City of Elko to solve the parking dilemma.

Meeting our Communities Sport & Recreation Needs

There is an overwhelming need for updated and new sports & recreation facilities to meet our communities growing need. These new facilities would exceed all of our counties sports and recreation needs. Our location in Northern Nevada also makes us the perfect site to host major events.

Meeting and Expanding our Equestrian Needs

Elko County is in the heart of cowboy country. This new event center located on the new recreation complex would give the region a new facility to bring top level rodeos, cutting horse events, team roping, and equestrian events into our community.

Improving Quality of Life

A recreation complex of this magnitude would give our citizens high level recreation opportunities, sporting activities, equestrian events, youth development services, aquatic programming, and events.

BUILDING A STRONGER COMMUNITY AND LEAVING A LEGACY

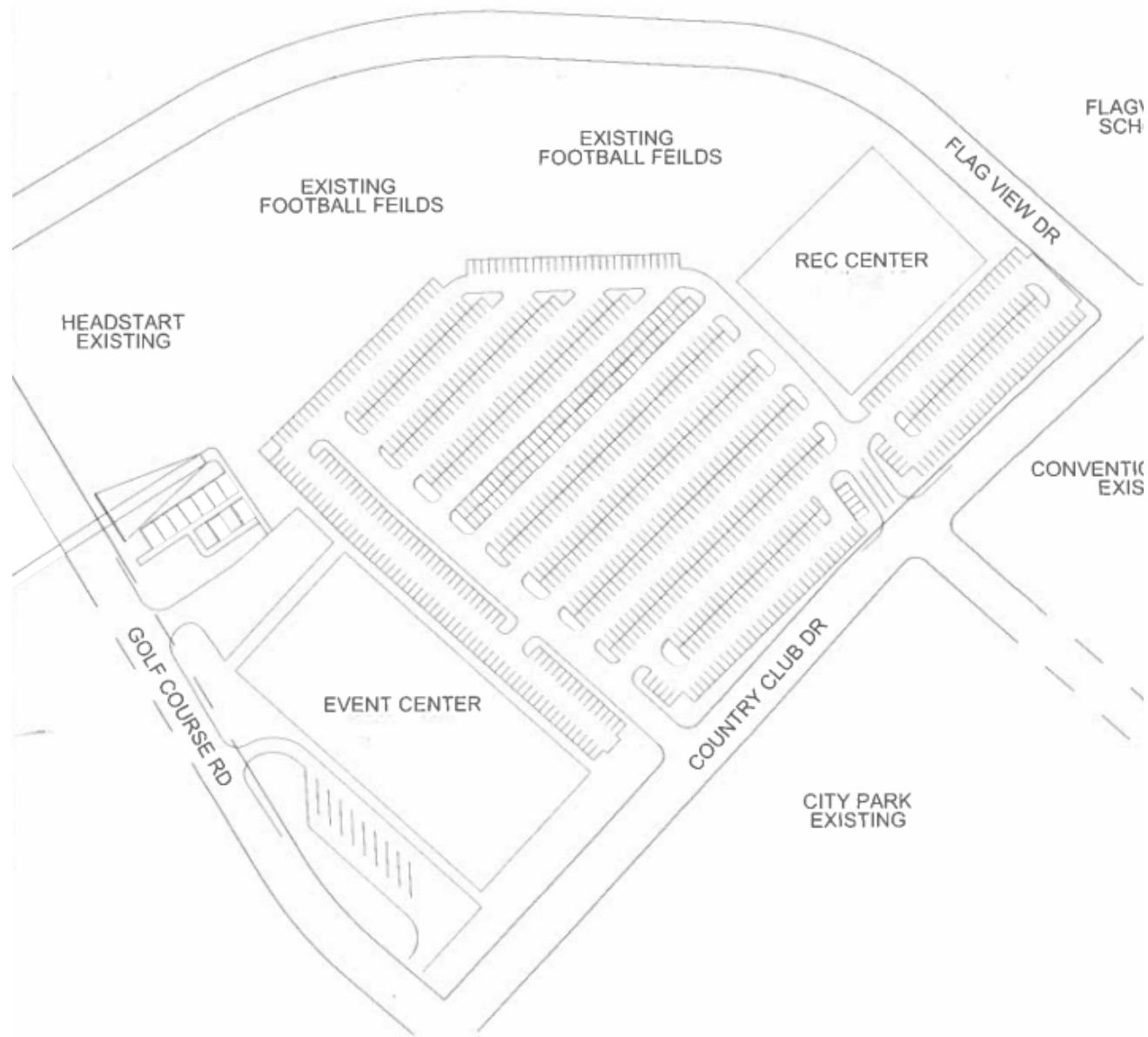
Serving Existing Events and Organizations

A recreation and events complex of this magnitude would benefit several of our existing organizations.

- City of Elko: This proposed project would not only serve the residents of Elko but would also increase the city's tax base, eliminate city's aquatic oversight, decrease city's expenses, and reduce maintenance work loads.
- Elko County: This project would not only serve Elko residents but would impact the entire county.
- Silver State Rodeo: The new events center at the new recreation complex would allow the Silver State Rodeo to expand as well as give them the facilities to attract larger rodeo events.
- Elko County Fair: These new facilities would work hand-in-hand with the current fairgrounds giving us expanded facilities necessary to expand the fair and run major events.
- Elko County School District: These new facilities would not only serve the youth of Elko County School District but would also offer comprehensive sporting facilities necessary to run high school baseball, tournaments, and events.
- Baseball Groups: Three baseball fields would be relocated to the new sport complex. Moving these fields would allow the fields to be improved, add parking, and move the new sport complex from baseball fields to a sport destination site. This project would also address the needs of Elko High School baseball through the construction of new fields.
- Elko Convention Center: These new facilities could work together with the convention centers to bring major events and expanded services to the Elko community. These new facilities would also address the parking dilemma.
- Anaconda Swim Team: This new facility would give our youth swim team the facilities necessary to compete and host local meets and events.

LOCATION

The Boys & Girls Club would like to utilize the Leonard Herrera and Kump field areas for the new recreation center and event center. This site is 26 acres. All of the baseball fields would be relocated to the new sport complex. The current skate park would need to be relocated across the street or moved to a different location. This is the perfect location to utilize the geothermal line, work with existing community resources, and serve the community.



CURRENT SWIMMING POOLS

The current swimming pools would be demolished when the new recreation center is completed. This location could be used for additional parking or other community facilities.

DESIGN & CONSTRUCTION TEAM - CMAR

Summit Engineering (Civil Engineer) – Elko

Knit Architects (Architects) – Salt Lake City & Las Vegas

Counsleman-Husaker (Aquatic Engineer) - Denver

California Commercial Pool Builders (Pool Builder) – Las Vegas

Laughlin Construction (Metal Building Contractor) – Elko

Priefert Complex Designs (Consultant) – Mount Pleasant, Texas

General Contractor - TBD

RECREATION COST PROJECTIONS

| | |
|------------------------------------|---------------|
| Land Development | \$600,000 |
| Land | 1,000,000 |
| Repair Gehermal Line | 2,900,000 |
| Relocate Baseball Facilities | 5,000,000 |
| Relocate Skate Park | 500,000 |
| Parking | 1,300,000 |
| Recreation Building 34,000 sq. ft. | 9,500,000 |
| Swimming Pools | 6,800,000 |
| Professional Fees | 425,000 |
| Furnishings, Fixtures, Equipment | 500,000 |
| Utility Set-Up | <u>50,000</u> |

Total: \$28,100,000

EVENTS CENTER COST PROJECTIONS

| | |
|----------------------------------|----------------|
| Land Development | \$500,000 |
| Parking | 1,200,000 |
| Building | 19,950,000 |
| Professional Fees | 300,000 |
| Furnishings, Fixtures, Equipment | 450,000 |
| Seating | 600,000 |
| Utility Set-Up | 50,000 |
| Recreation Equipment | 200,000 |
| Tunnel | <u>750,000</u> |

Total: \$24,000,000

Total: \$52,100,000

PHASES

Phase I: Secure Land

Phase II: Relocate baseball fields and repair Geothermal Line.

Phase III: Construct Phase I of the new Recreation Center.

Phase IV: Construct the new Events Center.

TIMELINE

| | |
|--------------------------|---------------------------|
| Project Development | Nov. 2021 – February 2022 |
| Fundraising | Feb. 2022 – March 2023 |
| Relocate Baseball Fields | 2022 - 2023 |
| Groundbreaking | April 2024 |
| Opening | May 2025 |

SUPPORT

- Boys & Girls Club Board of Directors
- Silver State Rodeo Board of Directors
- Reece Keener – Elko Mayor
- Tony Buzzetti - Fair Board President
- Colby Curtis - City of Elko Recreation Board President
- Danny Story & Pedro Marin – Adult Softball
- Richard Oros - Little League President
- Elko High School Baseball Coaches
- CJ Anderson - Superintendent of Schools
- Erin Ferris - Anaconda Swim Team President
- Katie Neddenriep – Elko Convention & Visitors Authority
- Kump Family
- Lenny Herrera

CITY OF ELKO

- Land Donation: The City of Elko would donate the land for the new complex to the Boys & Girls Clubs of Elko.
- Annual Donation: The City of Elko would donate \$400,000 annually to the Boys & Girls Clubs of Elko to subsidize aquatic losses.
- Capital Donation: The City of Elko would donate approximately \$5,000,000 to relocate current baseball fields and approximately \$500,000 to relocate the current skate park.
- Administration: The Boys & Girls Club would take over management of the adult basketball and volleyball programs.
- Scheduling: The Boys & Girls Club would work with current sports leagues and take over sports fields scheduling.

**Elko City Council
Agenda Action Sheet**

1. Title: Employee Introductions:
 - 1) Michelle Harden, Part-Time Animal Control Officer
2. Meeting Date: 2/8/2022 4:00 PM - Regular Meeting
3. Agenda Category: Personnel
4. Time Required: 5 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 *(If Business Impact Statement is required, please attach)*
8. Supplemental Agenda Information: None
9. Recommended Motion: Information only - No Action Required
10. Prepared By: Kim Wilkinson, Administrative Assistant
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: *(Please list the name, email address, fax number or mailing address for anyone needing to receive a copy of this agenda)*

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**Elko City Council
Agenda Action Sheet**

1. Title: Review and possible approval of Warrants, and matters related thereto. FOR POSSIBLE ACTION

2. Meeting Date: 2/8/2022 4:00 PM - Regular Meeting

3. Agenda Category: Appropriation

4. Time Required: 5 Minutes

5. Background Information:

6. Budget Information:

Appropriation Required:
Budget amount available:
Fund name:

7. Business Impact Statement: Not Required *(If Business Impact Statement is required, please attach)*

8. Supplemental Agenda Information: Regular Warrants

9. Recommended Motion: Pleasure of the Council

10. Prepared By: Kim Wilkinson, Administrative Assistant

11. Committee/Other Agency Review:

12. Council Action:

13. Council Agenda Distribution: *(Please list the name, email address, fax number or mailing address for anyone needing to receive a copy of this agenda)*

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**Elko City Council
Agenda Action Sheet**

1. Title: Review and possible ratification of General Hand-Cut Checks, and matters related thereto. FOR POSSIBLE ACTION

2. Meeting Date: 2/8/2022 4:00 PM - Regular Meeting

3. Agenda Category: Appropriation

4. Time Required: 5 Minutes

5. Background Information:

6. Budget Information:

Appropriation Required:
Budget amount available:
Fund name:

7. Business Impact Statement: Not Required *(If Business Impact Statement is required, please attach)*

8. Supplemental Agenda Information: General Hand-Cut Checks

9. Recommended Motion: Pleasure of the Council

10. Prepared By: Kim Wilkinson, Administrative Assistant

11. Committee/Other Agency Review:

12. Council Action:

13. Council Agenda Distribution: *(Please list the name, email address, fax number or mailing address for anyone needing to receive a copy of this agenda)*

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**Elko City Council
Agenda Action Sheet**

1. Title: Review and possible approval of “SUBRECIPIENT AGREEMENT TO USE CORONAVIRUS RELIEF FUND MONIES FROM THE AMERICAN RESCUE PLAN ACT”, and matters related thereto. FOR POSSIBLE ACTION
2. Meeting Date: 2/8/2022 4:00 PM - Regular Meeting
3. Agenda Category: Appropriation
4. Time Required: 10 Minutes
5. Background Information: The American Rescue Plan Act of 2021 (ARPA) was established to help states and localities address the economic and health consequences of the COVID-19 public health emergency and its economic impacts. The City of Elko has committed to awarding ARPA grants to Subrecipients. Subrecipients will be required to sign the “SUBRECIPIENT AGREEMENT TO USE CORONAVIRUS RELIEF FUND MONIES FROM THE AMERICAN RESCUE PLAN ACT” before receiving ARPA grant funds. JB
6. Budget Information:

Appropriation Required: 0
Budget amount available: 0
Fund name: N/A
7. Business Impact Statement: Not Required (*If Business Impact Statement is required, please attach*)
8. Supplemental Agenda Information: Copy of “SUBRECIPIENT AGREEMENT TO USE CORONAVIRUS RELIEF FUND MONIES FROM THE AMERICAN RESCUE PLAN ACT”
9. Recommended Motion: Approve the “SUBRECIPIENT AGREEMENT TO USE CORONAVIRUS RELIEF FUND MONIES FROM THE AMERICAN RESCUE PLAN ACT”
10. Prepared By: Jan Baum, Financial Services Director
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: (*Please list the name, email address, fax number or mailing address for anyone needing to receive a copy of this agenda*)

**SUBRECIPIENT AGREEMENT TO USE
CORONAVIRUS RELIEF FUND MONIES FROM
THE AMERICAN RESCUE PLAN ACT**

This Subrecipient Agreement to Use the Coronavirus Relief Fund Monies from the American Rescue Plan Act (the "Agreement") is entered into this ___ day of _____, 2022 (the "Effective Date") between the City of Elko, Nevada, a municipal corporation and political subdivision of the State of Nevada (**City**) and _____
(**Subrecipient**).

RECITALS

WHEREAS, the American Rescue Plan Act of 2021 (ARPA) established the Coronavirus State and Local Fiscal Recovery Funds under sections 602 and 603 of the Social Security Act to help states and localities address the economic and health consequences of the COVID-19 pandemic; and

WHEREAS, the United States Department of Treasury has adopted guidance regarding the use of ARPA funds to respond to the Coronavirus Disease 2019 (COVID-19) public health emergency and its economic impacts through four categories:

1. To respond to the public health emergency or its negative economic impacts, including assistance to households, small business, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
4. To make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, **City** has received ARPA funding from the State of Nevada as a passthrough from the federal government to respond to the public health emergency with respect to COVID-19;

WHEREAS, **City** wishes to engage **Subrecipient** to assist **City** in utilizing certain ARPA funds;

NOW, THEREFORE, in consideration of the foregoing promises, the parties hereto agree that the use of ARPA be conveyed to **Subrecipient** by **City** subject to the following award information, conditions, and limitations:

I.

AWARD INFORMATION

Awarding Agency: City of Elko, Nevada

Subrecipient Legal Name(s) and Address(es):

Federal Awarding Agency: U.S. Department of Treasury

Period of Performance (dates): _____

Amount of Award and Budget: \$ _____

II.

SCOPE OF SERVICES AND PERFORMANCE

A. PROJECT DESCRIPTION.

The project for which ARPA funds are awarded pursuant to this Agreement is described as follows:

(Attached additional sheets if necessary). The foregoing shall be referred to in this Agreement as the **Project**.

B. ACTIVITIES.

Subrecipient will be responsible for administering the **Project** in a manner satisfactory to **City**. The **Project** will be conducted in a timely manner and in accordance with any Project Requirements attached at **Appendix 1**. Within 30 days of the end of each calendar quarter **Subrecipient** will submit reports to **City** providing accurate and complete summaries of the **Project** status. **Subrecipient** shall use funds solely for the activities described in this Agreement. All relief activities funded with ARPA funds must be in response to the COVID-19 public health emergency and its negative economic impacts. **Subrecipient** agrees to allocate the necessary staff and time required to carry

out each ARPA funded activity in a timely manner. **City** will monitor the performance of **Subrecipient** against all goals and performance standards in this Agreement, to include those incorporated by reference. Substandard performance as determined by **City** will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by **Subrecipient** within a reasonable period of time after being notified by **City**, **City** may impose and implement additional conditions, contract suspension or termination, in its discretion. If this Agreement is terminated prior to completion by **City** due to **Subrecipient's** breach of this Agreement or failure to correct substandard performance, **Subrecipient** shall promptly refund to **City** all amounts paid pursuant to this Agreement.

C. SPECIAL CONDITIONS.

Should additional funding become available during the term of this Agreement and should the need exist for continued performance by **Subrecipient**, this Agreement may be extended by mutual agreement of the parties.

D. TIME OF PERFORMANCE.

Performance by **Subrecipient** shall be completed no later than _____. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during with **Subrecipient** remains in control of ARPA funds or other ARPA assets.

E. PAYMENT.

City will disburse the ARPA funds to **Subrecipient** in the following amount(s) and at the following time(s):

The total amount paid by **City** to **Subrecipient** shall not exceed \$ _____. Quarterly reports from **Subrecipient** to **City** must account for all ARPA funds expended. Program progress may be delayed at the discretion of **City** until satisfactorily detailed reports and accompanying supporting documents have been received and verified by **City**. Except as otherwise provided in this Agreement, payment may only be withheld during the period of performance if **Subrecipient**:

1. Has failed to comply with **Project** objectives, federal statutes or regulations, or the terms and conditions of the federal award;
2. Is delinquent in a debt to the United States as defined in OMB Guidance A-129 (Policies for Federal Credit Programs and Non-Tax Receivables); or

3. Is withholding related contractor payment to assure satisfactory completion of work (e.g., retainage). A payment will be made when **Subrecipient** actually disburses the withheld funds to the contractors or escrow accounts established to assure satisfactory completion of work.

III.

GENERAL CONDITIONS

A. INDEPENDENT CONTRACTOR.

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. **Subrecipient** shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. **City** shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as **Subrecipient** is an independent entity.

B. HOLD HARMLESS; INDEMNIFICATION.

Subrecipient shall release, hold harmless, defend and indemnify **City** from any and all claims, actions, suits, charges and judgments whatsoever that arise out of **Subrecipient's** performance or nonperformance of the **Project**, work, services or subject matter called for or described in this Agreement.

C. AMENDMENTS.

1. The parties may mutually amend this Agreement at any time provided that such amendments shall make specific reference to this Agreement, and shall be executed in writing and signed by a duly authorized representative of both parties. Such amendments shall not invalidate this Agreement, nor relieve or release **City** or **Subrecipient** from its obligations under this Agreement.
2. **City** may, in its discretion, unilaterally amend this Agreement to confirm with federal, state, or local governmental guidelines, policies and available funding amounts, or for other similar reasons; provided, if such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both **City** and **Subrecipient**.

D. TERMINATION AND SUSPENSION.

1. Either party may terminate this Agreement for convenience at any time by giving

written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In the event of a termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by **Subrecipient** under this Agreement shall, at the option of **City**, become the property of **City**.

2. **City** may also suspend or terminate this Agreement, in whole or in part, if **Subrecipient** materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein; and **City** may declare **Subrecipient** ineligible for any further participation in **City** award agreements, in addition to other remedies as provided by law. In the event there is cause to believe the Subrecipient is in noncompliance with any applicable statutes, rules or regulations, **City** may withhold funding.
3. In the case of a partial termination of this Agreement for any reason, if **City** determines that the remaining portion of the Agreement will not accomplish the purpose for which this Agreement was made, **City** may terminate the award in its entirety.
4. In the case of a termination of this Agreement by the **City** due to **Subrecipient's** breach of this Agreement, to include the failure to perform the services or other work described herein, **Subrecipient** shall promptly refund to **City** all ARPA funds paid to **Subrecipient** pursuant to this Agreement.

E. AWARD ASSURANCES.

1. **SUBRECIPIENT'S REPRESENTATIONS.** A signature on this Agreement by the **Subrecipient** constitutes **Subrecipient's** acknowledgement and representation that the **Subrecipient** is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct:
 - a. **Subrecipient** will adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
 - b. **Subrecipient** will comply with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
 - c. **Subrecipient** will not use awarded funds to supplant existing financial support for current programs.
 - d. **Subrecipient** will not use any portion of the award funds to retain or pay subcontractors without prior written approval unless expressly identified in the award agreement.

- e. Without limitation, **Subrecipient** will, for itself, its assignees, and successors-in-interest comply with all applicable federal, state and local statutes, regulations, rules and ordinances, to include, without limitation, the following non-discrimination statutes, regulations, and authorities:
- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 C.F.R. Part 21;
 - (2) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - (3) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
 - (4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
 - (5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - (6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - (7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - (8) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- (9) The Federal Aviation Administration’s non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - (10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - (11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, **Subrecipient** must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
 - (12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- f. **Subrecipient** will comply with Title 2 of the C.F.R. and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in federal awards during the grantee’s fiscal year, including the requirement that grantees must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular.
 - g. If required, **Subrecipient** will certify that participants are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Department and Suspension, 28 C.F.R. pt. 67, §67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).
 - h. **Subrecipient** will ensure that no funding associated with this award will be used for lobbying.
 - i. **Subrecipient** will disclose any existing or potential conflicts of interest

relative to the performance of services resulting from this award.

- j. **Subrecipient** will provide a work environment in which the use of alcohol and illegal drugs will not be allowed.
 - k. **Subrecipient** will comply with the requirements of the American Rescue Plan Act, including Subtitle M, Section 603 and Section 200 of Title 2.
 - l. **Subrecipient** will disclose, in a timely manner, in writing to **City** all violations of federal criminal law involving fraud, bribery or gratuity violations potentially affecting the federal award. **Subrecipients** that have received a federal award are required to report certain civil, criminal and administrative proceedings to the federal System for Award Management (SAM). Failure to make required disclosures can result in any of the remedial activities described in 2 C.F.R. 200.338 including suspension and debarment.
 - m. **Subrecipient** will comply with all applicable federal regulations now in effect and as they may be amended during the term of this Agreement. **Subrecipient** will, without limitation and to the extent applicable, comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in 2 CFR Part 200, or any reasonably equivalent procedures and requirements that may be prescribed.
 - n. **Subrecipient** must adequately account for and safeguard all assets and assure that they are used solely for authorized purposes.
 - o. **Subrecipient** acknowledges that except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity.”
 - p. **Subrecipient** acknowledges that a contract award may not be made to parties listed on the government-wide exclusions in SAM in accordance with the OMB guidelines at 2 C.F.R. 180.
2. **PROHIBITIONS AND RESTRICTIONS.** **Subrecipient** shall not use the funds awarded pursuant to this Agreement for any activity related to the following:
- a. Any attempt to influence the outcome of any federal, state, or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.

- b. Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative, or similar procedure.
- c. Any attempt to influence:
 - (1) The introduction or formulation of federal, state, or local legislation; or
 - (2) The enactment or modification of any pending federal, state, or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 - (3) Any attempt to influence the introduction, formulation, modification or enactment of a federal, state, or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
- d. Any attempt to influence:
 - (1) The introduction or formulation of federal, state or local legislation;
 - (2) The enactment or modification of any pending federal, state, or local legislation; or
 - (3) The introduction, formulation, modification or enactment of a federal, state, or local rules, regulation, executive order, or any other program, policy, or position of the United States Government, the State of Nevada or a local governmental entity, by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march,

rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.

- (4) Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections III.E.2.d.1-5, inclusive.
- (5) Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy, or position, when such activities are carried on in support of or in knowing preparation of an effort to engage in an activity prohibited pursuant to subsections III.E.2.d.1-5, inclusive.

3. **EXCEPTIONS.** **Subrecipient** may, to the extent and in the manner authorized in its award, use award funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
- a. Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 - b. Not specifically directed at:
 - (1) Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
 - (2) Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - (3) Any officer or employee of the United States Government, the State of Nevada, or a local governmental entity who is involved in introducing, formulating, modifying, or enacting a federal, state or local rule, regulation, executive order, or any other program, policy, or position of the United States Government, the State of Nevada or a local governmental entity.

The foregoing exceptions do not prohibit a recipient or an applicant for the award

from providing information that is directly related to the award.

F. LIMITATIONS ON THE USE OF FUNDS AWARDED.

1. **Subrecipient's** use of funds provided as payment under sections 601, 602 and 603 of the Social Security Act will be limited those costs that fit into one of the following four statutory categories:
 - a. Respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - b. Respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
 - c. Are for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
 - d. Are necessary investments in water, sewer, or broadband infrastructure.
2. **Subrecipient** understands and agrees that any funds provided pursuant to this award cannot be used for depositing funds into any pension fund.
3. **Subrecipient** understands that funds received pursuant to award cannot be used for expenditures for which **Subrecipient** has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

G. FINANCIAL REPORTING.

Subrecipient agrees that any request for reimbursement will be accompanied by supporting documentation, to include requests for reimbursement of **Subrecipient's** operational costs and personnel salaries and benefits.

H. NOTICES.

Notices required under this Agreement shall be in writing and delivered by mail (postage prepaid), commercial courier, or personal delivery or sent by electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery.

Communication concerning this Agreement shall be directed to the following:

City:

Elko City Manager
1751 College Avenue
Elko, Nevada 89801

Email: ccalder@elkocitynv.gov

Subrecipient:

I. ASSIGNABILITY.

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of **City**.

J. ELIGIBILITY.

Subrecipient certifies that its employees, agents, contractors, principals, officers, and other persons engaged in carrying out the **Project** are not debarred, suspended, voluntarily excluded, or otherwise ineligible for participation in federally-stated projects or federal funding.

K. SEVERABILITY.

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

L. SECTION HEADINGS AND SUBHEADINGS.

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

M. WAIVER.

City's failure to act with respect to a breach by **Subrecipient** does not waive its right to act with respect to subsequent or similar breaches. The failure of **City** to exercise or enforce any right or provision shall not constitute a waiver of any such right or provision.

N. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between **City** and **Subrecipient** for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between **City** and **Subrecipient** with respect to this Agreement.

O. DISPUTES.

Any disputes arising under this Agreement shall be resolved in the United States District Court for the District of Nevada (Northern Division). In the event a suit is commenced for the purpose of enforcing or interpreting this Agreement, the prevailing party in such dispute shall be entitled to an award of attorney fees and costs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby on the Effective Date.

CITY

SUBRECIPIENT

By: _____
REECE KEENER, MAYOR

By: _____

ATTEST:

Its: _____

KELLY WOOLDRIDGE, CITY CLERK

| Name | Email Address | Fax Number | Mailing Address |
|---------------------|----------------------|--------------------|------------------------|
| <#DistributionName> | <#DistributionEmail> | <#DistributionFax> | <#DistributionMailing> |

**Elko City Council
Agenda Action Sheet**

1. Title: Review, consideration, and possible approval of a Transportation Services Agreement between SkyWest Airlines, Inc. and the City of Elko, and matters related thereto.
FOR POSSIBLE ACTION
2. Meeting Date: 2/8/2022 4:00 PM - Regular Meeting
3. Agenda Category: Unfinished Business
4. Time Required: 5 Minutes
5. Background Information: This item was tabled at the January 11th and January 25th, 2022 Council meetings. At the December 14, 2021 meeting, the City Council approved a consulting agreement between the City of Elko, and Airplanners, LLC., for the purpose of providing air service management and development tasks on behalf of the City. As a result, the proposal Transportation Services Agreement is actively being negotiated and will be presented to the City Council upon the availability. CC
6. Budget Information:

Appropriation Required: N/A
Budget amount available: N/A
Fund name: N/A
7. Business Impact Statement: Not Required (*If Business Impact Statement is required, please attach*)
8. Supplemental Agenda Information:
9. Recommended Motion: Pleasure of the Council
10. Prepared By: Curtis Calder, City Manager
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: (*Please list the name, email address, fax number or mailing address for anyone needing to receive a copy of this agenda*)

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**Elko City Council
Agenda Action Sheet**

1. Title: Review, consideration, and possible action to approve Reversion to Acreage No. 1-22, filed by the City of Elko, for the proposed merger of two parcels on Walters Court into one new parcel approximately 5.289 acres in size within the LI (Light Industrial) Zoning District, and matters related thereto. FOR POSSIBLE ACTION

2. Meeting Date: 2/8/2022 4:00 PM - Regular Meeting

3. Agenda Category: New Business

4. Time Required: 10 minute

5. Background Information: The subject property is located on the southwest corner of Silver Street and Walters Court (APNs 001-630-086 and 001-630-087) and consists (in part) of the Elko Police Department building. The Police Department is requesting that these parcels be merged to facilitate the expansion of the police station. MR

6. Budget Information:

Appropriation Required:
Budget amount available:
Fund name:

7. Business Impact Statement: Not Required (*If Business Impact Statement is required, please attach*)

8. Supplemental Agenda Information: Staff Report, Map, and related correspondence

9. Recommended Motion: Approve Reversion to Acreage No. 1-22 subject to the findings outlined in the staff report dated January 20, 2022.

10. Prepared By: Michele Rambo, AICP, Development Manager

11. Committee/Other Agency Review:

12. Council Action:

13. Council Agenda Distribution: (*Please list the name, email address, fax number or mailing address for anyone needing to receive a copy of this agenda*)

| Name | Email Address | Fax Number | Mailing Address |
|---------------------|----------------------|--------------------|------------------------|
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**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to approve Reversion to Acreage No. 1-22, filed by the City of Elko, for the proposed merger of two parcels on Walters Court into one new parcel approximately 5.289 acres in size within the LI (Light Industrial) Zoning District, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 8, 2022**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The subject property is located on the southwest corner of Silver Street and Walters Court (APNs 001-630-086 and 001-630-087) and consists (in part) of the Elko Police Department building. The Police Department is requesting that these parcels be merged to facilitate the expansion of the police station. 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: **Staff Report, Map, and related correspondence.**
9. Recommended Motion: **Approve Reversion to Acreage No. 1-22 subject to the findings outlined in the staff report dated January 20, 2022.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **N/A**



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

CITY OF ELKO STAFF REPORT

MEMO DATE: January 20, 2022
CITY COUNCIL MEETING DATE: February 8, 2022
APPLICATION NUMBER: RTA 1-22
APPLICANT: City of Elko

PROJECT DESCRIPTION: A reversion to acreage to combine two existing parcels on Walters Court.



STAFF RECOMMENDATION:

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

PROJECT INFORMATION

PARCEL NUMBER: 001-630-086 and 001-630-087

PARCEL SIZE: 5.289 Acres

EXISTING ZONING: (LI) Light Industrial

MASTER PLAN DESIGNATION: (IND-GEN) General Industrial

EXISTING LAND USE: Partially developed (City of Elko Police Station)

NEIGHBORHOOD CHARACTERISTICS:

- The property is surrounded by:
 - Northwest: General Industrial (GI) / Developed
 - Southwest: Light Industrial (LI) / Developed
 - Southeast: Light Industrial (LI) / Undeveloped
 - Northeast: Light Industrial (LI) / Undeveloped

PROPERTY CHARACTERISTICS:

- APN 001-630-086 is developed with the City of Elko Police Station and accessory uses. APN 001-630-087 is vacant, undeveloped land.
- The area is generally flat.
- The area is accessed from Silver Street and Walters Court.

MASTER PLAN AND CITY CODE SECTIONS:

Applicable Master Plans and City Code Sections are:

- City of Elko Master Plan – Land Use Component
- City of Elko Master Plan – Transportation Component
- City of Elko Redevelopment Plan
- City of Elko Wellhead Protection Plan
- NRS 278.479-.4965
- City of Elko Code – Section 8-21-3 Sidewalk, curb and gutter construction
- City of Elko Code – Section 3-2-12 Light Industrial Zoning District
- City of Elko Code – Section 3-8 Flood Plain Management
- City of Elko Code – Section 3-3-26 Reversion to Acreage

BACKGROUND INFORMATION

- The proposed map creates one new parcel from the combination of Parcels 1 and 2 as shown on Parcel Map File No. 694903 identified as APNs 001-630-086 and 001-630-087.
- The proposed parcels have an area approximately 5.289 acres
- The area is zoned (LI) Light Industrial.

- One of the parcels is undeveloped and one is developed with the existing Elko Police Department.

MASTER PLAN:

Land use:

1. Land Use is shown as (IND-GEN) General Industrial.
2. Supporting zone districts for General Industrial are Light Industrial, Industrial Commercial, and General Industrial.
3. Objective 3 of the Land Use section of the Master Plan provides that the City is to “strengthen, preserve, and promote the area around the City Park, City Hall, and Convention Center as the civic heart of the community.” Moving the Police Station out of the City Park area technically violated this objective when it happened. However, because the goal of this Reversion to Acreage is to provide the Police Station room to expand and not move another City function to that site, Staff believes that the current application does conform with the Master Plan.

The proposed reversion to acreage is in conformance with the Master Plan Land Use Component.

Transportation:

1. The area will be accessed from Silver Street and Walters Court.
2. This portion of Silver Street is classified as a Commercial/Industrial Collector.
3. Commercial/Industrial Collectors require 70 feet of right-of-way. Silver Street at this location currently consists of 80 feet of right-of-way. This was done intentionally because when Silver Street ultimately connects to Manzanita Lane, the classification will upgrade to a Minor Arterial.

The proposed reversion to acreage is compatible with the Master Plan Transportation Component and is consistent with the existing transportation infrastructure.

ELKO REDEVELOPMENT PLAN:

The property is located within the redevelopment area.

ELKO WELLHEAD PROTECTION PLAN:

The property is located within the 30-year capture zone of several City wells. Future development of the site will be required to connect with the existing City of Elko sewer infrastructure.

NRS 278.479-4965-REVERSION OF DIVIDED LAND

Conformance with this section of NRS is required

SECTION 8-21-3 SIDEWALK, CURB AND GUTTER CONSTRUCTION

- Per Elko City Code Section 8-21-3, sidewalks, curbs and gutters are required on all vacant lots or parcels of land which are hereafter developed, or upon lots or parcels of land which are merged or divided.
- Both Silver Street and Walters Court have existing curb, gutter, and sidewalk. No further improvements are required.

SECTION 3-2-12 LIGHT INDUSTRIAL ZONING DISTRICT

Compliance with this section of code is required

SECTION 3-8 FLOODPLAIN MANAGEMENT:

- The property falls partially into a Floodzone AH area.
- Zone AH are areas of shallow flooding such as ponding or sheet flow.
- Development of this portion of the property is required to comply with Section 3-8.

SECTION 3-3-26 REVERSION TO ACREAGE:

Reversion (A) – The requirement for a parcel map has not been waived.

Reversion (B) – The reversion map will be presented to the council within thirty (30) days after the filing.

Reversion (C) – Fees associated with this section shall be paid.

Reversion (D) – The map of reversion shall be recorded with the Elko County recorder

Reversion (E) – No streets or new easements are proposed to be included with this map of reversion.

Reversion (F) – Because the applicant is the City of Elko, no fee was submitted with this application.

FINDINGS:

1. The proposed map complies with the Land Use and Transportation components of the City of Elko Master Plan.
2. The proposed map complies with the City of Elko Redevelopment Plan and Wellhead Protection Plan.
3. The proposed map complies with NRS278.479-4965.
4. The proposed map complies with all applicable sections of the City of Elko Code including Sections 8-21-3, 3-2-12, 3-8, and 3-3-26.

STAFF RECOMMENDATION:

RECOMMEND APPROVAL based on findings of facts as stated in this report.



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

(775) 777-7160 * (775) 777-7219 fax

APPLICATION FOR REVERSION TO ACREAGE

| | | | |
|---|--|------------|--------------|
| APPLICANT(s): | City of Elko | | |
| MAILING ADDRESS: | 1751 College Ave. Elko, NV 89801 | | |
| PHONE NO (Home) | | (Business) | 775-777-7214 |
| NAME OF PROPERTY OWNER (If different): | same <i>(Property owner's consent in writing must be provided.)</i> | | |
| MAILING ADDRESS: | | | |
| LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary): | | | |
| ASSESSOR'S PARCEL NO.: | 001-630-086, 001-630-087 | | |
| Address | 1448 Silver Street | | |
| Lot(s), Block(s), & Subdivision | | | |
| Or Parcel(s) & File No. | Parcel 1 and Parcel 2 of Parcel Map file no. 694903 | | |
| APPLICANT'S REPRESENTATIVE OR ENGINEER: City of Elko, Bob Thibault, PE, PLS | | | |

FILING REQUIREMENTS:

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

1. One .pdf of the entire application, and one (1) copy of a 24" x 36" sized Map of Reversion provided by a properly licensed surveyor as well as one (1) set of reproducible plans 8 ½" x 11" in size of the site drawn to scale showing the property prepared in accordance with Section 3-3-75 of the Elko City Code.
2. If the property is improved, a plot plan depicting the existing conditions drawn to scale showing proposed property lines, existing buildings, building setbacks, parking and loading areas and any other pertinent information.
3. Copies of all recorded parcel maps or subdivision maps associated with the Map of Reversion.

Fee: \$300.00 non-refundable filing fee

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

If the map includes the reversion of any street or easement owned by the City, Vacation provisions of NRS 279.480 must be followed prior to the approval of the Map of Reversion.

DESCRIPTION, PURPOSE OR OBJECTIVE OF THE REVERSION:

The intent of this

reversion is to merge the parcels so that an additional accessory building can be built on the undeveloped portion of the parcel in the future.

(Use additional pages if necessary)

This area intentionally left blank

By My Signature below:

☒ I consent to having the City of Elko Staff enter on my property for the sole purpose of inspection of said property as part of this application process.

☐ I object to having the City of Elko Staff enter onto my property as a part of their review of this application. (Your objection will not affect the recommendation made by the staff or the final determination made by the City Planning Commission or the City Council.)

☒ I acknowledge that submission of this application does not imply approval of this request by the City Planning Department, the City Planning Commission and the City Council, nor does it in and of itself guarantee issuance of any other required permits and/or licenses.

☒ I acknowledge that this application may be tabled until a later meeting if either I or my designated representative or agent is not present at the meeting for which this application is scheduled.

☒ I acknowledge that, if approved, I must provide an AutoCAD file containing the final lot layout on NAD 83 NV East Zone Coordinate System to the City Engineering Department when requesting final map signatures for recording.

☒ I have carefully read and completed all questions contained within this application to the best of my ability.

Applicant / Agent

Bob Thibault

(Please print or type)

Mailing Address

1751 College Ave

Street Address or P.O. Box

Elko, NV 89801

City, State, Zip Code

Phone Number:

777-7214

Email address:

bthibault@elkocitynv.gov

SIGNATURE:



FOR OFFICE USE ONLY

File No.: 01-22 **Date Filed:** 1/10/22 **Fee Paid:** _____

RECEIVED

**Elko City Council
Agenda Action Sheet**

1. Title: Review, consideration, and possible action to accept the 2021 Annual Report of Planning Commission Activities, and matters related thereto. FOR POSSIBLE ACTION
2. Meeting Date: 2/8/2022 4:00 PM - Regular Meeting
3. Agenda Category: New Business
4. Time Required: 5
5. Background Information: Pursuant to City Code Section 3-4-23, the Planning Commission is required to prepare and present an Annual Report of its activities to Council. On February 1, 2022, the Planning Commission took action to approve the 2021 Annual Report of Planning Commission Activities and forward it to the Council.
6. Budget Information:

Appropriation Required: N/A
Budget amount available:
Fund name:
7. Business Impact Statement: Not Required *(If Business Impact Statement is required, please attach)*
8. Supplemental Agenda Information: 2021 Annual Report of Planning Commission Activities
9. Recommended Motion: Accept the 2021 Annual Report of Planning Commission Activities
10. Prepared By: Cathy Laughlin, City Planner
11. Committee/Other Agency Review: Planning Commission
12. Council Action:
13. Council Agenda Distribution: *(Please list the name, email address, fax number or mailing address for anyone needing to receive a copy of this agenda)*

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City of Elko Planning Commission 2021 Annual Report

Chairman Jeff Dalling

Vice-Chairman Giovanni Puccinelli

Secretary Tera Hooiman

Commissioner John Anderson

Commissioner Gratton Miller

Commissioner Stefan Beck

Commissioner Mercedes Mendive

Commissioner John Lemich

APPLICATIONS PROCESSED

A summary of the tasks and accomplishments of the City of Elko Planning Commission for the 2021 calendar year:

| <u>Application</u> | <u>2021</u> | <u>2020</u> | <u>2019</u> | |
|---|-------------|-------------|-------------|-----|
| Annexations | 0 | 0 | 1* | |
| Boundary Line Adjustments (admin.) | 2 | 5 | 6 | |
| Conditional Use Permits | 5* | 4 | 13* | |
| Appeals (City Council) | 0 | 1 | 1 | |
| Curb, Gutter, Sidewalk Waivers | 1 (C.C.) | 0 (C.C.) | 2 (C.C.) | |
| Detachments | 0 | 0 | 1* | |
| Home Occupation Permits (admin.) | 38 | 31 | 42 | |
| Land Sales/Leases/Acquisitions (C.C.) | 1* | 5 | 1 | |
| Parcel Maps (mostly administrative) | 8 | 9 | 9 | |
| Parking Waivers | 1* | 0 | 0 | |
| Reversions to Acreage (City Council) | 0 | 0 | 0 | |
| Revocable Permits (mostly City Council) | 6 | 4 | 1 | |
| Rezones | 2 | 6 | 5 | |
| Site Plan Reviews | 0 | 0 | 0 | |
| Subdivisions | | | | |
| Pre-Applications, Stage 1 | 2 | 3 | 7 | |
| Tentative Maps | 1 | 3 | 5 | |
| Final Maps | 3 | 6 | 4 | |
| Division of Large Parcels | 2 | 0 | 0 | |
| Temporary Sign Clearances (admin.) | 2 | 2 | 4 | |
| Temporary Use Permits | 1 | 1 | 1 | |
| Vacations | 5 | 4* | 12* | |
| Variances | 5 | 4 | 4 | |
| Appeals (City Council) | <u>1</u> | <u>0</u> | <u>0</u> | |
| * see next page | TOTAL | 86 | 88 | 119 |

APPLICATIONS PROCESSED Cont.

Application

Annexations

**1 – 2019 Annexation application
withdrawn by applicant**

Conditional Use Permits

**1 – 2019 Conditional Use Permit Transfer
from 1995**

**1 – 2021 Conditional Use Permit Transfer
from 2019**

Detachments

**1 – 2019 Detachment application
withdrawn by applicant**

Land Sales/Leases/Acquisitions

1 – 2021 Application on Hold

Parking Waivers

**1 – 2021 Refund issued – Applicant
provided evidence that waiver was not
needed.**

Vacations

**8 – 2019 applications for the City of Elko
NO CHARGE**

1 – 2020 application pending

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

- **Analyzed applications within the Redevelopment Area for general conformance with the Redevelopment Plan.**
- **Cathy Laughlin, as Redevelopment Manager, keeps the Planning Commission informed of redevelopment happenings in her monthly reports. In addition, Commissioner Dalling is a member of the Redevelopment Advisory Council.**

CITY OF ELKO

MASTER PLAN and other PROJECT PLANS

- **Zoning revisions or clarification on properties throughout the City of Elko. (Ongoing)**
- **Review zoning for the RMH districts, revise map. (In progress)**
- **Zoning Ordinance Amendment No. 1-21 – Ordinance No. 861. – Sections 3-2-4, 3-2-19, & 3-2-21 Amendments – Zone Changes**
- **Zoning Ordinance Amendment No. 2-21 – Ordinance No. 860. Sections 3-2-2, 3-2-5, 3-2-6, & 3-5-4 – Update Accessory Building Requirements**
- **Zoning Ordinance Amendment No. 3-21 – Ordinance No. 864 – Section 3-2-17 – Update Driveway Slope requirements, revise parking requirement table, and parking requirements within the Central Business District.**

PLANNING DEPARTMENT FILING FEES COLLECTED

| | <u>2021</u> | <u>2020</u> |
|--|--------------------|--------------------|
| Annexations | \$ 0 | \$ 0 |
| Boundary Line Adjustments | \$ 400 | \$ 800 |
| Conditional Use Permits | \$ 2,250 | \$ 3,325 |
| Curb, Gutter and Sidewalk Waivers | \$ 500 | \$ 0 |
| Home Occupation Permits | \$ 1,900 | \$ 1,550 |
| Parking Waivers | \$ 0 | \$ 0 |
| Parcel Maps | \$ 1,875 | \$ 2,275 |
| Reversions to Acreage | \$ 0 | \$ 0 |
| Revocable Permits | \$ 2,200 | \$ 1,600 |
| Rezones | \$ 1,000 | \$ 1,000 |
| Subdivisions | \$ 5,650 | \$ 11,450 |
| Temporary Use Permits | \$ 300 | \$ 300 |
| Vacations | \$ 600 | \$ 2,400 |
| Variances | \$ 2,250 | \$ 1,500 |

TOTAL FEES COLLECTED FOR 2021
\$18,925

2020 - \$26,200 (difference of -\$7,275)

**Elko City Council
Agenda Action Sheet**

1. Title: Review, consideration, and possible action to accept a letter of resignation Planning Commissioner John Anderson 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: 2/8/2022 4:00 PM - Regular Meeting

3. Agenda Category: New Business

4. Time Required: 5 Minutes

5. Background Information: Mr. Anderson was appointed to the Planning Commission on October 28, 2008, and states that he needs to resign due to his health. CL

6. Budget Information:

Appropriation Required: N/A
Budget amount available: N/A
Fund name: N/A

7. Business Impact Statement: Not Required *(If Business Impact Statement is required, please attach)*

8. Supplemental Agenda Information: Letter of Resignation

9. Recommended Motion: Accept Planning Commissioner's resignation from the Planning Commission

10. Prepared By: Cathy Laughlin, City Planner

11. Committee/Other Agency Review:

12. Council Action:

13. Council Agenda Distribution: *(Please list the name, email address, fax number or mailing address for anyone needing to receive a copy of this agenda)*

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**Elko City Council
Agenda Action Sheet**

1. Title: Review, consideration, and possible approval of a Settlement Agreement, Mutual Release, and Waiver of All Claims between the Elko Police Department and Richard Arzola, and matters related thereto. FOR POSSIBLE ACTION
2. Meeting Date: 2/8/2022 4:00 PM - Regular Meeting
3. Agenda Category: New Business
4. Time Required: 5 Minutes
5. Background Information: On August 17, 2021, Richard Arzola filed a Complaint in Federal Court against the Elko Police Department, Officer Bart Ortiz, and Officer Nathaniel Bradford alleging that he was deprived of his constitutional rights during his arrest on December 20, 2019. POOL/PACT retained the law firm of marquis Aurbach Coffing in Las Vegas to represent and defend the City, Officer Ortiz and Officer Bradford. The parties have now agreed upon a full settlement in the amount of \$12, 500.00. Neither the City, Officer Ortiz, nor Officer Bradford are admitting fault or liability. DS
6. Budget Information:

Appropriation Required: N/A
Budget amount available: N/A
Fund name: N/A
7. Business Impact Statement: Not Required *(If Business Impact Statement is required, please attach)*
8. Supplemental Agenda Information: Proposed Settlement Agreement, Mutual Release and Waiver of All Claims
9. Recommended Motion: Approve the Settlement Agreement, Mutual Release and Waiver of All Claims with Richard Arzola and direct the Mayor to execute the document on behalf of the Elko Police Department.
10. Prepared By: David Stanton, City Attorney
11. Committee/Other Agency Review: N/A
12. Council Action:

13. Council Agenda Distribution: *(Please list the name, email address, fax number or mailing address for anyone needing to receive a copy of this agenda)*

| Name | Email Address | Fax Number | Mailing Address |
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SETTLEMENT AGREEMENT, MUTUAL RELEASE AND WAIVER OF ALL CLAIMS

This Settlement Agreement, Mutual Release and Waiver of all Claims (“Agreement”) is entered into this _____ day of January, 2022, (“Effective Date”) by and between Richard Arzola (“Plaintiff”) and Elko Police Department, Officer Bart Ortiz, and Officer Nathaniel Bradford (“Defendants”) (each a “Party” and collectively, “the Parties”). In consideration of the mutual covenants and agreements of the Parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby warranted and agreed as follows:

1. BACKGROUND.

1.1 On or about August 17, 2021, Plaintiff filed a Complaint against the Defendants in the United States District Court for the District of Nevada styled as Case No: 3:21-cv-00367 (the “Litigation”) asserting claims of excessive force and false arrest based upon allegations relating to an incident that occurred on December 20, 2019.

1.2 On or about September 15, 2021, Defendants filed their Answer to the Complaint in the Litigation. Thereafter, the parties conducted discovery and prepared for trial.

1.3 Prior to trial, the Parties were able to resolve their respective claims and defenses in the Litigation and were able to reach a compromise and agreement as set forth herein.

1.4 Without any Party admitting liability or fault, and in a compromise of each of their positions and rights, the Parties desire to enter into this Agreement to resolve all disputes related to their respective rights in the Litigation and arising out of the claims and allegations set forth in the Litigation upon the terms and conditions stated herein. Neither the execution nor the performance of this Agreement shall be considered an admission of fault, liability, or wrongdoing whatsoever by any of the Parties.

2. TERMS OF AGREEMENT.

The Parties agree to the following terms and conditions:

2.1 The Defendants shall remit the amount of Twelve Thousand Five Hundred Dollars (\$12,500) (the “Settlement Amount”) which shall be disbursed to Shaun Rose Law LLC within ten (10) days following execution of this Agreement and receipt of a W9.

2.2 The Parties stipulate and agree to dismiss the Litigation between the Parties and resolve any and all issues related to the Litigation with prejudice each party to bear its own fees and costs, as evidenced by the execution and filing of a Stipulation and Order for Dismissal with Prejudice.

2.3 The Parties understand and agree that the insurer for the Defendant is the payer of the Settlement Amount, and as such it is required to report this settlement to the Centers for Medicare and Medicaid Services. As further consideration for this Agreement, Plaintiff agrees to assist the insurer in satisfying its reporting requirements by providing his full name, gender, date of birth and social security number to the insurer and that the Settlement Amount will be not be paid (and no interest will accrue) until the Plaintiff provides the aforementioned information to the insurer.

2.4 Plaintiff shall be responsible for any and all taxes or other obligations that may become due as a result of his receipt of the Settlement Amount and agrees to indemnify and hold harmless the Defendants and/or their insurer from any and all claims for reimbursement related to those damages claimed as a part of the Litigation which shall include, but not be limited to, any obligations or claims asserted by Medicare or Medicaid.

3. INDEMNIFICATION.

If any Party shall fail to comply with any term, condition, obligation, covenant, warranty, or the like contained in this Agreement such Party shall indemnify, defend, save and hold the other Party harmless from any and all damage and/or liability arising from such failure to comply with the terms and conditions of this Agreement.

4. ATTORNEYS FEES.

Each Party shall bear its own fees and costs related to the resolution of this matter, the drafting and negotiation of this Agreement, and any other matters related to the settlement contemplated herein. If any legal action or other proceeding is brought by either Party to enforce this Agreement or to recover damages or equitable relief for a breach thereof, the prevailing Party shall be entitled to recover its costs, and reasonable attorneys' fees incurred in such action or proceeding, which amount shall be determined by the Court and not a jury. Nothing herein is intended or should be construed as a waiver of the right to request a jury in any legal proceeding brought by any Party to enforce this Agreement or to recover damages or equitable relief for breach thereof.

5. ENTIRE AGREEMENT.

All prior or contemporaneous understandings or agreements between the Parties are merged into this Agreement. This Agreement expresses the entire agreement between the Parties on all matters, whether presently known or unknown arising out of or relating to the Contract and/or Deposit, including, without limitation, any claims that have been or could have been asserted in the Contract and/or Deposit. This Agreement may be modified only in writing, signed by all the Parties, and no term or provision may be waived except by such writing. There are no other agreements or representations, express or implied, either oral or in writing, between the Parties concerning the subject matter of this Agreement, except as specifically set forth in this Agreement. The Parties acknowledge and agree that they have been represented by counsel in connection with the preparation, negotiation, and execution of this Agreement.

6. MUTUAL RELEASES.

6.1 Plaintiff specifically release, waive, and forever discharge Defendants and its successors in interest, past, present and future assigns, officers, directors, subsidiaries, affiliates, attorneys, and insurers, from any and all past claims, demands, actions, liabilities and causes of actions, of every kind and character, whether asserted or unasserted, whether known or unknown, suspected or unsuspected, in law or in equity, for or by reason of any matter, cause or thing whatsoever related to the Litigation.

6.2 Defendants specifically releases, waives, and forever discharges Plaintiff and its successors in interest, past, present and future assigns, officers, directors, subsidiaries, affiliates, attorneys, and insurers, from any and all past claims, demands, actions, liabilities and causes of actions, of every kind and character, whether asserted or unasserted, whether known or unknown, suspected or unsuspected, in law or in equity, for or by reason of any matter, cause or thing whatsoever related to the Litigation.

6.3 The Parties acknowledge that they or others involved in the Litigation might have sustained losses or may in the future sustain losses that are currently unknown and unsuspected, and such losses as were or may be sustained may give rise to additional losses and expenses in the future, which are not now anticipated. The Parties acknowledge that this release has been negotiated and agreed upon considering these factors and, notwithstanding any other language herein, the Parties expressly waive any and all rights, actions, claims, or demands it or he may have against such other Party as more specifically set forth herein. Further, the Parties represent they fully understand the effect of a release of any and all rights, actions, claims, or demands, known or unknown and, based upon that understanding and their independent judgment by the reading of this Agreement, hereby agree to such a release.

7. NON-DISPARAGEMENT.

Neither Party will not at any time, directly or indirectly, disparage the other or any of its affiliates, agents, shareholders, directors, officers, members, or agents.

8. APPLICABLE LAW.

No rule of construction against the drafting Party shall be implemented; instead, this Agreement shall be interpreted in accordance with the fair meaning of its terms. This Agreement is intended to be enforced according to its written terms exclusively under the laws of the State of Nevada. Venue for any legal action concerning this Agreement shall lie exclusively in Clark County, Nevada and the Parties consent to jurisdiction and venue in such Court.

9. BENEFIT.

This Agreement shall be binding upon and inure to the benefit of the Parties, and each of them, their successors, assigns, personal representatives, agents, employees, directors, officers, and servants.

10. TIME OF ESSENCE.

Time is of the essence of this Agreement and all its provisions.

11. SEVERABILITY.

Wherever possible, each term, covenant and condition of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision shall be invalid, such provision shall be ineffective but shall not invalidate the remainder of the terms, covenants, or conditions of this Agreement.

12. HEADINGS AND CAPTIONS.

The section headings and captions in this Agreement are inserted for convenience and reference only, and the parties intend that they shall be disregarded in interpreting the terms, covenants, conditions, and provisions of this Agreement.

13. FURTHER INSTRUCTIONS.

The Parties shall take such actions and execute, acknowledge, and deliver such other instruments and documents as may be necessary or appropriate to carry out the full intent and purpose of this Agreement.

14. MUTUAL WARRANTIES.

Each Party to this Agreement warrants and represents to the other that they have not assigned or transferred to any person not a party hereto any claim or other released matter, or any part or portion thereof, and that each Party has the authority to execute this Agreement.

15. BACKGROUND PROVISIONS.

The provisions of Section 1 above are incorporated into and made a substantive part of this agreement and are not mere recitals.

16. REPRESENTATIONS AND WARRANTIES.

It is the intention of the Parties that this Agreement is binding on their principals, successors, agents, assigns and representatives. The Parties represent and warrant that they have all necessary rights and authority to enter into this Agreement.

17. COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each counterpart executed by any of the undersigned together with all other counterparts so executed shall constitute a single instrument and agreement of the undersigned. Facsimile and electronic copies hereof and facsimile or electronic signatures hereon shall have the same force and effect as originals.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

RICHARD ARZOLA, individually

**ELKO POLICE DEPARTMENT, BART
ORTIZ, AND NATHANIEL BRADFORD**

By: _____

Its: _____

**Elko City Council
Agenda Action Sheet**

1. Title: Review and possible approval of a First Addendum to Hangar Lease Extension of Airport Hangar B1 and matters related thereto. FOR POSSIBLE ACTION
2. Meeting Date: 2/8/2022 4:00 PM - Regular Meeting
3. Agenda Category: New Business
4. Time Required: 5 Minutes
5. Background Information: Current ground lease holder of Hangar B1 is requesting an additional 540 square foot extension to the current ground lease. This extension to the lease will allow for the tenant to improve and expand their hangar.
6. Budget Information:

Appropriation Required:
Budget amount available:
Fund name:
7. Business Impact Statement: Not Required (*If Business Impact Statement is required, please attach*)
8. Supplemental Agenda Information: First Addendum, Updated Exhibits A, B, C
9. Recommended Motion: Move to approve the first addendum to Hangar Lease Extension.
10. Prepared By: Jim Foster
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: (*Please list the name, email address, fax number or mailing address for anyone needing to receive a copy of this agenda*)

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HANGAR LEASE EXTENSION ADDENDUM
(FIRST ADDENDUM)

THIS FIRST HANGAR LEASE EXTENSION ADDENDUM (hereinafter “Addendum”) was made and entered into this ____ day of _____, 2022 (the “Effective Date”), by and between the CITY OF ELKO, a municipal corporation and political subdivision of the State of Nevada (the “City”) and: JEFF DALLING, a single man hereinafter “Lessee.”

R E C I T A L S

WHEREAS, on February 23, 2015, the City and Lessee entered into a Lease Extension Agreement (Airport Hangar No. B1) (hereinafter “Lease Extension Agreement”);

WHEREAS, the parties desire to expand the area of the Leased Premises subject to the Lease Extension Agreement, with a corresponding increase in rent;

WHEREAS, the term of the Lease Extension Agreement was twenty (20) years; the parties desire to increase the term to thirty (30) years;

WHEREAS, there have been no addenda or amendments to the Lease Extension Agreement;

NOW, THEREFORE, for and in consideration of the above recitals and for other good and valuable consideration, the parties agree as follows:

1. **Amendments to Lease Term, Leased Premises and Annual rent.** The parties hereby agree to amend the Lease Extension Agreement as follows:

A. By replacing Section 2.01 of the Lease Extension Agreement with the following, and by amending all other portions of the Lease Extension Agreement in conformity therewith to the extent applicable:

2.01 Term. This Lease extension shall be for a period of thirty (30) years and shall begin on _____, 2015, and end at midnight on _____, 2045, unless sooner terminated as provided in this Lease.

B. By replacing the area described as the “Leased Premises” in the Lease Extension Agreement with the new area described in the legal description at Exhibit A and shown on the map at Exhibit B, and by amending all other portions of the Lease Extension Agreement in conformity therewith to the extent applicable.

C. By amending Section 3.01 of the Lease Extension Agreement to state as

follows in its entirety:

3.01 Annual Rent. Subject to the provisions hereafter concerning rent increases during the term of this Lease, Lessee agrees to pay to Lessor as rent for the Leased Premises an annual rent payment computed as follows:

Hangar B1: 6,000 square feet @ \$.28/square foot =
\$1,680.00.

D. By amending Section 3.03 of the Lease Extension Agreement to state as follows in its entirety:

3.03 Date Rent Due. During the term referenced in Section 3.02, said rent shall be paid annually in advance on or before June 30th of each year, beginning June 1, 2015, in the sum of fifteen hundred twenty dollars and 80/100th (\$1,528.80), and continuing thereafter until _____, 2022, at which time the rent to be paid annually shall increase to one thousand, six hundred eighty dollars and 00/100th (\$1,680.00) based on the increase in area containing the Leased Premises. It is hereby agreed that said rental may be increased if the City adopts rental increases for other hangar leases at the Elko Regional Airport.

2. **Title VI Compliance.** The follow Section 23.14 is hereby added to the Lease Extension Agreement:

23.14. **Title VI Compliance.** Lessee shall comply with the requirements set forth in the document attached hereto at Exhibit C entitled "Civil Rights and Non-Discrimination."

3. **General Provisions.** Except as modified by this Addendum, the Lease Extension Agreement shall remain in full force and effect is hereby ratified and confirmed by the parties. In the event of a conflict between the terms of this Addendum, and the terms of the Lease Extension Agreement, the terms of this Addendum shall control. Defined terms used in this Addendum which are not defined herein shall have the meanings set forth in the Lease Extension Agreement. This instrument may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the Effective Date.

CITY OF ELKO:

REECE KEENER, MAYOR

LESSEE:

ATTEST:

JEFF DALLING

KELLY WOOLDRIDGE, CITY CLERK

EXHIBIT A

LEGAL DESCRIPTION OF LEASE AREA

A portion of the Elko Regional Airport parcel, located in the southeast quarter of Section 16, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Elko County, Nevada, more particularly described as follows;

Beginning at a point that bears South 67°15'06" East, a distance of 1,781.65 feet from the Elko Regional Airport survey control monument "Cessna";
Thence, North 44°11'00" East, a distance of 100.00 feet;
Thence, South 45°49'00" East, a distance of 60.00 feet;
Thence, South 44°11'00" West, a distance of 100.00 feet;
Thence, North 45°49'00" West, a distance of 60.00 feet, more or less, to the point of beginning.

Said Lease Area contains an area of ±6,000 square feet.

The basis of bearings for this description is the Nevada State Plane Coordinate System, East zone. Ground coordinates are given for the following monuments, with a grid to ground scale factor of 1.000357:

Elko Regional Airport survey control monument "Cessna"

N 2847077.14

E 599834.56

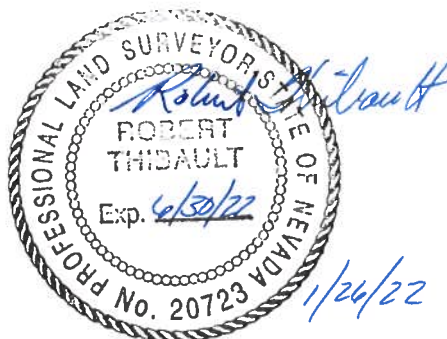
Elko Regional Airport survey control monument "Piper"

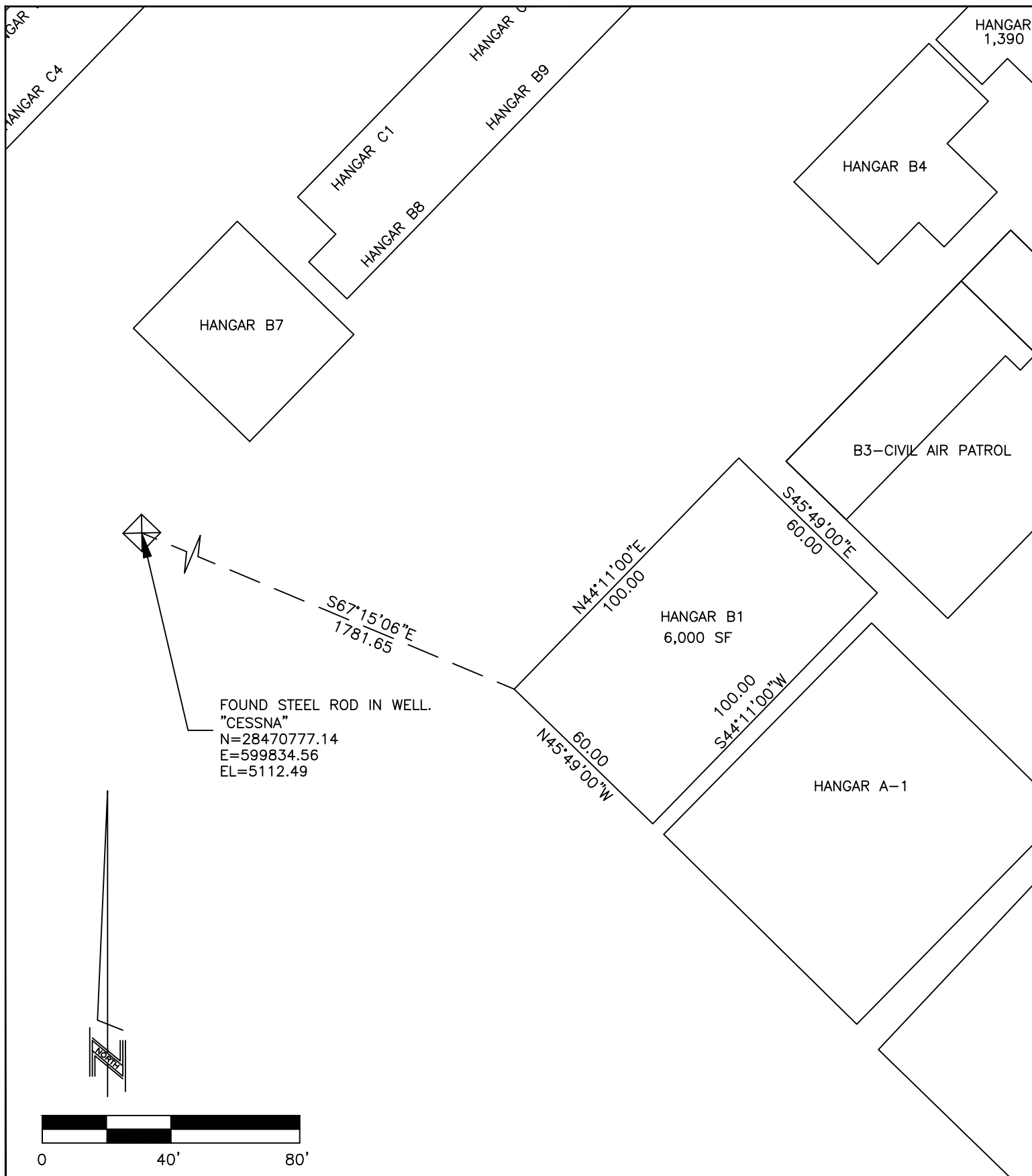
N 28469096.94

E 599075.75

With a bearing of South 24°18'17" West and distance of 1,843.60 feet from Cessna to Piper.

Description prepared by:
Robert Thibault, PE, PLS
City of Elko Civil Engineer





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

DATE 1/26/2022

SCALE

HORZ 1"=40'

VERT _____

EXHIBIT B
MAP OF LEASE AREA HANGAR B1
FOR THE ELKO REGIONAL AIRPORT
SECTION 16, T 34 N, R 55 E

Exhibit C

CIVIL RIGHTS NON-DISCRIMINATION

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

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

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

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

4. During the performance of this Agreement, COMPANY, for itself, its assignees, and successors in interest, agrees as follows:

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

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

**Elko City Council
Agenda Action Sheet**

1. Title: Review, consideration and possible authorization to advertise two (2) vacant positions on the California Trail Advisory Board, and matters related thereto. FOR POSSIBLE ACTION
2. Meeting Date: 2/8/2022 4:00 PM - Regular Meeting
3. Agenda Category: New Business
4. Time Required: 5 Minutes
5. Background Information: There are two (2) vacant positions on the California Trail Advisory Board. Staff is seeking Council approval to advertise for the two vacant positions. CC
6. Budget Information:

Appropriation Required: N/A
Budget amount available: N/A
Fund name: N/A
7. Business Impact Statement: Not Required *(If Business Impact Statement is required, please attach)*
8. Supplemental Agenda Information: None
9. Recommended Motion: Pleasure of the Council
10. Prepared By: Kim Wilkinson, Administrative Assistant
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: *(Please list the name, email address, fax number or mailing address for anyone needing to receive a copy of this agenda)*

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Elko City Council Agenda Action Sheet

1. Title: Review and possible approval for disbursing American Rescue Plan Act (ARPA) funds to local organizations for promoting and expanding behavioral health services in the City of Elko. FOR POSSIBLE ACTION
2. Meeting Date: 2/8/2022 4:00 PM - Regular Meeting
3. Agenda Category: New Business
4. Time Required: 15 Minutes
5. Background Information: The American Rescue Plan Act of 2021 (ARPA) was established to help states and localities address the economic and health consequences of the COVID-19 public health emergency and its economic impacts through four categories. One of the four eligible categories states “To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality”. During the ARPA public hearings Council recognized the negative behavioral health impacts on the community as a result of COVID-19. Staff recommends awarding grants to organizations committed to promote and expand behavioral health services in the City of Elko. The following is a list of organization’s programs and the recommended ARPA commitments:

| | |
|--|--------------|
| • Nevada Health Centers – Elko Behavioral Health Expansion | \$ 1,913,805 |
| • Vitality Center – Increase Behavioral Health and Addiction Treatment and Increase Mobile and Crisis Response | \$ 878,000 |
| • Vitality Center – Vitality Center Pandemic Resilience | \$ 147,000 |
| • Northeastern Nevada Regional Hospital – 2022 Behavioral Health Initiative | \$ 500,000 |
| Total | \$ 3,438,805 |

Grants will be distributed to above referenced grantees based on application and performance timelines and in accordance with ARPA timelines as outlined in the final rule, “funds must be obligated by December 31, 2024, and expended by December 31, 2026”.

6. Budget Information:

Appropriation Required:
Budget amount available:
Fund name:

7. Business Impact Statement: Not Required *(If Business Impact Statement is required, please attach)*

8. Supplemental Agenda Information: The \$13,738,432.68 in ARPA Funds received by the City of Elko from the State of Nevada in July, 2021 were deposited into the General Fund. These distributions, if approved, will be distributed from the General Fund directly to the beneficiary organizations in accordance with application and performance timelines and in accordance with ARPA timelines as outlined in the final rule, “funds must be obligated by December 31, 2024, and expended by December 31, 2026”.

9. Recommended Motion: Approve committing \$3,438,805 in American Rescue Plan Act (ARPA) funds as outlined above to local organizations committed to promoting and expanding behavioral health services in the City of Elko. Grants funds will be distributed based on application and performance timelines and in accordance with ARPA timelines as outlined in the final rule, “funds must be obligated by December 31, 2024, and expended by December 31, 2026”.

10. Prepared By: Jan Baum, Financial Services Director

11. Committee/Other Agency Review:

12. Council Action:

13. Council Agenda Distribution: *(Please list the name, email address, fax number or mailing address for anyone needing to receive a copy of this agenda)*

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**Elko City Council
Agenda Action Sheet**

1. Title: Review, consideration, and possible approval of Resolution No. 04-22, a resolution authorizing augmentation of the 2021/2022 Fiscal Year Budget of the Capital Construction Fund, increasing appropriations to \$3,401,900 to account for \$922,502 in unanticipated revenues, pursuant to NRS 354.598005, and matters related thereto. FOR POSSIBLE ACTION

2. Meeting Date: 2/8/2022 4:00 PM - Regular Meeting

3. Agenda Category: Resolution and Ordinance

4. Time Required: 5 Minutes

5. Background Information: from the sale of land for the Veterans' Cemetery. When the 2021/2022 budget was prepared the City of Elko did not know if City of Elko land would be chosen for the Cemetery. JB

6. Budget Information:

Appropriation Required: \$922,502
Budget amount available: \$922,502
Fund name: Capital Construction Fund

7. Business Impact Statement: *(If Business Impact Statement is required, please attach)*

8. Supplemental Agenda Information: Resolution No. 04-22

9. Recommended Motion: Approve Resolution No. 04-22 augmenting the Capital Construction Fund in the amount of \$922,502 pursuant to NRS 354.598005.

10. Prepared By: Jan Baum, Financial Services Director

11. Committee/Other Agency Review:

12. Council Action:

13. Council Agenda Distribution: *(Please list the name, email address, fax number or mailing address for anyone needing to receive a copy of this agenda)*

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

Resolution 04-22

RESOLUTION TO AUGMENT THE 2021-2022 BUDGET OF The City of Elko

WHEREAS, total resources of the Capital Construction Fund, City of Elko were budgeted to be \$2,479,399 on July 1, 2021; and

WHERE AS, the total available resources are now determined to be \$3,401,900.

WHEREAS, said additional unanticipated resources are as follows:

| | |
|---|--------------------------|
| <u>Proceeds from sale of land (Veterans Cemetery)</u> | <u>\$ 922,502</u> |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| Total | <u>\$ 922,502</u> |

WHEREAS, there is a need to apply these excess proceeds in the Capital Construction Fund.

Now, therefore, it is hereby RESOLVED, that City of Elko shall augment its 2021-2022 budget by appropriating 922,502 for use in the Capital Construction Fund, thereby increasing its appropriations from \$ 2,479,399 to \$3,401,900 . A detailed schedule is attached to this Resolution and by reference is made a part thereof.

IT IS FURTHER RESOLVED, that the Elko City Clerk shall forward the necessary documents to the Department of Taxation, State of Nevada.

PASSED, ADOPTED, AND APPROVED the 8th of the February, 2022.

CITY OF ELKO

By: _____
REECE KEENER, MAYOR

ATTEST:

KELLY WOOLDRIDGE, CITY CLERK

Votes:

Ayes:

Nays:

Absent:

Abstain:

City of Elko
FY 2021/2022 Fund Transfers/Augmentations

| <u>Fund</u> | <u>A/C DETAIL</u> | <u>A/C DESCRIPTION DETAIL</u> | <u>Budget Transfer</u> |
|---|--------------------------|--------------------------------------|-----------------------------------|
| <u>Capital Construction Fund</u> | | | |
| <u>301</u> | 301-00-00.364-01 | Land Sales | (922,501.64) |
| <u>301</u> | 301-30-60.700-08 | Capital Outlay Infrastructure | 922,501.64 |
| <u>Capital Construction Fund Total</u> | | | <hr/> - <hr/> |

**Elko City Council
Agenda Action Sheet**

1. Title: Review, consideration, and possible approval of Resolution No. 05-22, a resolution authorizing augmentation of the 2021/2022 Fiscal Year Budget of the General Fund, increasing appropriations to \$42,910,256 to account for \$8,000,000 in unanticipated revenues, pursuant to NRS 354.598005, and matters related thereto. FOR POSSIBLE ACTION

2. Meeting Date: 2/8/2022 4:00 PM - Regular Meeting

3. Agenda Category: Resolution and Ordinance

4. Time Required: 5 Minutes

5. Background Information: The General Fund had increased revenues due to the receipt of American Rescue Plan Act (ARPA) Funds in July, 2021. For the 2021/2022 fiscal year \$8,000,000 of the ARPA funds are allocated to Water Infrastructure. JB

6. Budget Information:

Appropriation Required: \$8,000,000

Budget amount available: \$8,000,000

Fund name: General Fund

7. Business Impact Statement: Not Required *(If Business Impact Statement is required, please attach)*

8. Supplemental Agenda Information: Resolution No. 05-22

9. Recommended Motion: Approve Resolution No. 05-22 augmenting the General Fund budget in the amount of \$8,000,000 pursuant to NRS 354.598005.

10. Prepared By: Jan Baum, Financial Services Director

11. Committee/Other Agency Review:

12. Council Action:

13. Council Agenda Distribution: *(Please list the name, email address, fax number or mailing address for anyone needing to receive a copy of this agenda)*

| Name | Email Address | Fax Number | Mailing Address |
|---------------------|----------------------|--------------------|------------------------|
| <#DistributionName> | <#DistributionEmail> | <#DistributionFax> | <#DistributionMailing> |

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

Resolution 05-22

RESOLUTION TO AUGMENT THE 2021-2022 BUDGET OF The City of Elko

WHEREAS, total resources of the General Fund, City of Elko were budgeted to be \$34,910,256 on July 1, 2021; and

WHERE AS, the total available resources are now determined to be \$42,910,256.

WHEREAS, said additional unanticipated resources are as follows:

| | |
|--|---------------------|
| <u>American Rescue Plan Act (ARPA) Funds</u> | \$ <u>8,000,000</u> |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| Total | \$ <u>8,000,000</u> |

WHEREAS, there is a need to apply these excess proceeds in the General Fund.

Now, therefore, it is hereby RESOLVED, that City of Elko shall augment its 2021-2022 budget by appropriating 8,000,000 for use in the General Fund, thereby increasing its appropriations from \$ 34,910,256 to \$42,910,256 . A detailed schedule is attached to this Resolution and by reference is made a part thereof.

IT IS FURTHER RESOLVED, that the Elko City Clerk shall forward the necessary documents to the Department of Taxation, State of Nevada.

PASSED, ADOPTED, AND APPROVED the 8th of the February, 2022.

CITY OF ELKO

By: _____
REECE KEENER, MAYOR

ATTEST:

KELLY WOOLDRIDGE, CITY CLERK

Votes:

Ayes:

Nays:

Absent:

Abstain:

City of Elko
FY 2021/2022 Fund Transfers/Augmentations

| <u>Fund</u> | <u>A/C DETAIL</u> | <u>A/C DESCRIPTION DETAIL</u> | <u>Budget Transfer</u> |
|----------------------------------|--------------------------|--|-----------------------------------|
| <u>General Fund</u> | | | |
| <u>001</u> | 001-00-00.330-11 | ARPA Revenue | 8,000,000.00 |
| <u>001</u> | 001-90-00.910-15 | Transfer ARPA funds to Water Fund for Infrastructure | (8,000,000.00) |
| <u>General Fund Total</u> | | | <u>-</u> |

**Elko City Council
Agenda Action Sheet**

1. Title: Review, consideration, and possible approval of Resolution No. 06-22, a resolution authorizing augmentation of the 2021/2022 Fiscal Year Budget of the Sewer and Water Fund.
FOR POSSIBLE ACTION

2. Meeting Date: 2/8/2022 4:00 PM - Regular Meeting

3. Agenda Category: Resolution and Ordinance

4. Time Required: 5 Minutes

5. Background Information: The Water Fund had increased revenue due to the City of Elko allocating \$8,000,000 in American Rescue Plan Act (ARPA) Funds to water infrastructure projects in FY 2021/2022. In addition, the Water and Sewer Funds are augmenting budgets for capital project spend that was projected to occur prior to June 30, 2021 but occurred during fiscal year 2022. JB

6. Budget Information:

Appropriation Required:
Budget amount available:
Fund name:

7. Business Impact Statement: Not Required (*If Business Impact Statement is required, please attach*)

8. Supplemental Agenda Information: Budget Information; Resolution 06-22

9. Recommended Motion: Approve Resolution No. 6-22 augmenting the Water and Sewer Funds for the amounts in the attached spreadsheet pursuant to NRS 354.598005.

10. Prepared By: Jan Baum, Financial Services Director

11. Committee/Other Agency Review:

12. Council Action:

13. Council Agenda Distribution: (*Please list the name, email address, fax number or mailing address for anyone needing to receive a copy of this agenda*)

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City of Elko
FY 2021/2022 Fund Transfers/Augmentations

Water Enterprise Fund

| | | | |
|-------------------|------------------|---|----------------|
| <u>501</u> | 501-00-00.391-01 | ARPA Funds Transfer from General Fund | (8,000,000.00) |
| <u>501</u> | 501-70-70.700-02 | Capital Spend for Water/Sewer Shop | 185,000.00 |
| <u>501</u> | 501-70-70.700-04 | Capital Equipment Spend | 20,000.00 |
| <u>501</u> | 501-70-30.610-19 | Non-Capital Equipment - Water/Sewer Shop | 46,000.00 |
| <u>501</u> | 501-70-70.700-03 | Capital Spend for Water Tank Interior Coating | 188,000.00 |
| <u>501</u> | 501-70-70.700-50 | ARPA Projects - Hospital 2nd Source | 2,000,000.00 |
| <u>501</u> | 501-70-70.700-51 | ARPA Projects - Exit 298 Second Source | 2,000,000.00 |
| <u>501</u> | 501-70-70.700-52 | ARPA Projects - Elko Mountain | 2,000,000.00 |
| <u>501</u> | 501-70-70.700-53 | ARPA Projects - Errecart Water Line | 2,000,000.00 |
| <u>501</u> | 501-00-00.395-01 | Beginning Fund Balance | (439,000.00) |

Water Enterprise Total

-

Sewer Enterprise Fund

| | | | |
|-------------------|------------------|--|--------------|
| <u>502</u> | 502-71-70.700-04 | Capital Spend for Water/Sewer Shop | 185,000.00 |
| <u>502</u> | 502-71-30.610-19 | Non-Capital Equipment - Water/Sewer Shop | 30,000.00 |
| <u>502</u> | 502-00-00.395-01 | Beginning Fund Balance | (215,000.00) |

Sewer Enterprise Fund Total

-

Resolution No. 06-22
Resolution authorizing augmentation of the 2021/2022 Fiscal Year Budget of the
Water and Sewer Funds

Upon introduction and motion by Councilmember _____ and seconded by Council Member _____ the following Resolution and Order was passed and adopted:

RESOLUTION 06-22

RESOLUTION TO AUGMENT THE 2021-2022 BUDGET OF City of Elko

WHEREAS, due to the City of Elko allocating \$8,000,000 in American Rescue Plan Act (ARPA) Funds to water infrastructure projects in FY 2021/2022 The following amount is being transferred from the General Fund to the Water Fund:

| | | |
|-------------------|----------------------------|---------------------|
| Water Fund | transfer from General Fund | \$ 8,000,000 |
|-------------------|----------------------------|---------------------|

Now, therefore, it is hereby RESOLVED, that City of Elko shall augment its 2021-2022 budget by appropriating the following:

| | | |
|-------------------|----------------------------------|-------------------|
| Water Fund | increasing the appropriations by | \$ 439,000 |
| Sewer Fund | increasing the appropriations by | \$ 215,000 |

A detailed schedule is attached to this Resolution and by reference is made a part thereof.

IT IS FURTHER RESOLVED, that the Elko City Clerk shall forward the necessary documents to the Department of Taxation, State of Nevada.

PASSED, ADOPTED, AND APPROVED the 23rd of the February, 2021.

Votes:

AYES:

NAYS:

ABSENT:

ABSTAIN:

By: _____
REECE KEENER, MAYOR

ATTEST: _____
Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: Review, consideration and possible action of a special event application from St. Joseph's Catholic Church for an Easter Egg Drop Off. FOR POSSIBLE ACTION.
2. Meeting Date: 2/8/2022 4:00 PM - Regular Meeting
3. Agenda Category: Petitions, Appeals, and Communications
4. Time Required: 10
5. Background Information: St. Josephs Catholic Church is requesting to use a City Park for a Special Event in which a helicopter operated by El Aero will drop plastic eggs into the Park for Easter. Jim Foster, Airport Director was referred to 14 CFR 91.15 which states: "No pilot in command of a civil aircraft may allow any object to be dropped from that aircraft in flight that creates a hazard to persons or property. However, this section does not prohibit the dropping of any object if reasonable precautions are taken to avoid injury or damage to persons or property." Mr. Foster was also notified that if they use the main City Park, they may need to contact RenoFlzDo to file a congested area plan due to the trees. The event organizers are willing to use any park.
6. Budget Information:

Appropriation Required: N/A
Budget amount available:
Fund name:
7. Business Impact Statement: *(If Business Impact Statement is required, please attach)*
8. Supplemental Agenda Information: None
9. Recommended Motion: Pleasure of the Council
10. Prepared By: Kelly Wooldridge
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: *(Please list the name, email address, fax number or mailing address for anyone needing to receive a copy of this agenda)*

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