

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

SS January 26, 2021

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, January 26, 2021. Due to the restrictions found in the State of Nevada Emergency Directive 006, the meeting was held in the Ruby Room of the Elko Convention and Visitors Authority, 700 Moren Way, Elko and via GoTo Meeting.

This meeting was called to order by Mayor Reece Keener. He stated the agenda for this meeting has been posted for this date and time in accordance with State of Nevada Emergency Directive 006. The public can participate in person, by phone, tablet, laptop, or computer by registering with the GoTo Meeting link provided in the agenda, or calling 775-777-0590. Questions can be sent to [cityclerk@elkocitynv.gov](mailto:cityclerk@elkocitynv.gov).

## **CALL TO ORDER**

## **ROLL CALL**

**Mayor Present:** Reece Keener

**Council Present:** Councilwoman Simons  
Councilman Chip Stone  
Councilman Bill Hance  
Councilman Clair Morris

**City Staff Present:** Curtis Calder, City Manager  
Scott Wilkinson, Assistant City Manager  
Kelly Wooldridge, City Clerk  
Candi Quilici, Accounting Manager  
Jan Baum, Financial Services Director  
Susie Shurtz, Human Resources Manager  
Dale Johnson, Utilities Director  
Cathy Laughlin, City Planner  
Jim Foster, Airport Manager  
Matt Griego, Fire Chief  
Jack Snyder, Deputy Fire Chief  
Ty Trouten, Police Chief  
Dave Stanton, City Attorney  
Michele Rambo, Development Manager  
James Wiley, Parks and  
Bob Thibault, Civil Engineer  
Diann Byington, Recording Secretary

## **PLEDGE OF ALLEGIANCE**

## COMMENTS BY THE GENERAL PUBLIC

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

Mayor Keener read an email into the record from Charles Schaer (Exhibit "A").

Nate Helton, Senator Jackie Rosen's Office in Reno, said he was there to be a resource to the Council and the City of Elko. He would be willing to relay any messages or opinions to the Senator. If the City needs assistance to let him know and he would do his best to help. His phone number is 775-560-1671.

### **APPROVAL OF MINUTES: January 12, 2020 Regular Session**

*The minutes were approved by general consent.*

#### **I. PRESENTATIONS**

- A. Reading of a Proclamation in recognition of the month of February as Children's Dental Health Month, and matters related thereto. **INFORMATION ONLY –NO ACTION TAKEN**

Mayor Keener read the Proclamation.

- B. Presentation of a Retirement Plaque to Building Inspector, Layne Kenley for his many years of service, and matters related thereto. **INFORMATION ONLY – NO ACTION TAKEN**

Mayor Keener called Layne Kenley up to the front of the room and presented him with a plaque.

Layne Kenley, Building Inspector, said it was his pleasure. He worked with a lot of good people.

Councilman Morris said he and Mr. Kenley go way back. They went to high school together and played on some team sports together. He wished him and his wife a good retirement and hoped they enjoy themselves.

Jeff Ford, Building Official, said thanked Mr. Kenley for all his hard work.

- C. Presentation of a Retirement Plaque to City Sexton, Jan Petersen for her many years of service, and matters related thereto. **INFORMATION ONLY – NO ACTION TAKEN**

Mayor Keener called Jan Petersen up to the front and presented her with a plaque.

Jan Petersen said she hadn't planned on retiring but with her hours being reduced it wasn't economically feasible anymore. She is still willing to volunteer when needed. She had a great crew to work with and it was a great honor to serve as the City Sexton.

James Wiley, Parks and Recreation Director, thanked Ms. Petersen for all of her hard work and dedication to the cemetery. The cemetery has come a long way. He remembers the days when everything was written in pencil.

## **VII. NEW BUSINESS**

- A. Review, consideration, and possible initiation of a conveyance of City-owned property located at 1401 College Avenue, to the Great Basin Children's Advocacy Center (GBCAC), and matters related thereto. **FOR POSSIBLE ACTION**

On October 27, 2020, the City Council received information from Tyler Ingram regarding a proposed Children's Advocacy Center. Since that time, Mr. Ingram has secured support from Elko County, Eureka County, and is actively working with the Pennington Foundation for financial assistance. A request letter has been included in the agenda packet for review. CC

Curtis Calder, City Manager, explained Mr. Ingram was present. We want to participate in the completion of this great project.

Tyler Ingram, Elko County District Attorney, gave an update on the Great Basin Children's Advocacy Center. He also explained what the facility's function will be and what it will do to assist in child abuse cases. This will be a regional Children's Advocacy Center for all surrounding counties. Right now, his office is actively handling 85 of these types of cases. Those numbers were run this morning and that is just Elko County. The Great Basin Children's Advocacy Center is a 501c3 non-profit that they are hoping to organize entirely under Elko County. He was asking that the land be conveyed to the organization or the county.

Mayor Keener stated he was onboard.

Councilman Morris added that he could not think of a better use of that land.

Chief Trouten said at this time they are conducting the children's interviews at the Police facility. If you have been to the Police Department, you know there are no waiting spaces for families or victims and sometimes the victim could be in the waiting room with the offender and the officers would not know that yet. Plus, there are other types of workers coming in for cards.

Sheriff Aitor Narvaiza said the jail is full of suspects that have been arrested for these crimes. This new facility will be great for the children. It will benefit all the surrounding counties.

Brian Boatman is a new resident in the City of Elko. He came from West Wendover where he worked for 10 years in law enforcement and served as a municipal judge for 7 years. Most recently he was offered a job at Juvenile Parole and Probation. The Chief Juvenile Probation Officer was unable to attend this meeting and asked that he convey their support for this facility.

Kevin McKinney, Sheriff's Office, said he has been investigating child abuse cases since 1995. He has conducted many children interviews. He has also seen the positive impact for the children at an advocacy center. A facility like this helps the prosecution and also helps the child achieve closure. Child Advocacy Centers have been around since 1985 and there are over 1000 in the nation. It is about time that we step up and improve how we treat these children.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Morris, to initiate the conveyance of City owned property located at 1401 College Avenue to the Great Basin Children's Advocacy Center and/or the County of Elko, and also direct staff to work with Tyler Ingram to draft an appropriate agreement.**

*The motion passed unanimously. (5-0)*

**I. PRESENTATIONS (Cont.)**

- D. Presentation and possible approval of a proposal for play elements for the Elko Dog Park, and matters related thereto. **FOR POSSIBLE ACTION**

The volunteer committee representing the Elko Dog Park is proposing several play elements to be included within the park. A power point presentation showing the conceptual layout of the various equipment has been included in the packet for review. JW

Mr. Wiley introduced the Elko Dog Park Volunteers. About a year ago, this Council approved changing the use of the 5<sup>th</sup> Street Park from soccer to a Dog Park.

Darcy Shelton, Elko Dog Park Volunteer Committee, gave a presentation (included in the packet). They have talked about funding and are currently working at raising funds. They have about 10% of their goal right now.

Mr. Wiley spoke further about the proposed layout of the park. The parking lot is currently out to bid and estimates are budgeted for about \$300,000. They plan to have that done June 30<sup>th</sup>. There is fencing that will divide the park. There will also be walkways that will lead to each part of the park.

Mayor Keener asked if he had any maintenance concerns regarding the play elements that were presented.

Mr. Wiley answered no.

Councilman Stone asked if bag stands for disposal would be available.

Mr. Wiley answered there are some already up there but they may need to move them. The City will provide them.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the proposal for play elements at the Elko Dog Park.**

*The motion passed unanimously. (5-0)*

## II. CONSENT AGENDA

Mayor Keener explained that Chief Trouten asked that one of these items be removed from the Consent Agenda.

- A. Review, consideration, and possible approval for the Elko Police Department to apply for a grant through Kinross Gold Corp., in the amount of fifty-six thousand dollars (\$56,000), to assist with costs associated with purchasing a firearms training simulator, and matters related thereto. **FOR POSSIBLE ACTION**

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the Elko Police Department's request to apply for a grant through Kinross Gold Corp., in the amount of fifty-six thousand dollars (\$56,000), to assist with costs associated with purchasing a firearms training simulator.**

*The motion passed unanimously. (5-0)*

- B. Review, consideration, and possible approval for the Elko Police Department to accept a \$100,000.00 grant from Nevada Gold Mines to assist with costs associated with purchasing a firearms training simulator (FTS), and matters related thereto. **FOR POSSIBLE ACTION**

On December 8, 2020, the Elko City Council approved the Elko Police Department's request to apply for a \$156,000.00 grant through Nevada Gold Mines to assist with costs associated with purchasing a firearms training simulator (FTS). The Elko Police Department received notification of Nevada Gold Mines intent to award a grant in the amount of \$100,000.00. There is no funding match required for this mini-grant. TT

Chief Trouten explained there were two items in the paperwork that needed to be corrected. The first one is the date that will need to be updated to today's date. The other is a small item on page 2 under item F. It states EPD recognizes that it does not have authority to direct, supervise over EPD Personnel. There is a small typo there. It should be "NGM recognizes that it does not have authority..."

Mayor Keener stated it is a very generous grant and he thanked NGM for their community partnership and support on this. This facility will be available to neighboring agencies. It will be a terrific training tool for our officers.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Morris, to approve the Elko Police Department to accept a \$100,000 grant from Nevada Gold Mines, with the edit of the date and another edit on page 2 under item F, to correct the typo to say, "NGM recognizes that it does not have authority to direct."**

*The motion passed unanimously. (5-0)*

### III. PERSONNEL

#### A. Employee Introductions:

- 1) Ron Fahrney, Building Inspector, Building Department

*Present and introduced.*

#### B. Appointment of Ms. Nancy Porter as a Deputy City Attorney, and matters related thereto. **FOR POSSIBLE ACTION**

Ms. Nancy Porter has recently joined the Goicoechea, DiGrazia, Coyle & Stanton Law Firm. As such, Ms. Porter will be working from time to time on City of Elko-related issues. City Attorney David Stanton is requesting that Ms. Porter be appointed as a Deputy City Attorney. CC

Dave Stanton, City Attorney, explained Ms. Porter was unable to attend tonight so they would not be able to swear her in. They could appoint her absentia and swear her in at a later date, or do both at the next meeting.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to appoint Ms. Nancy Porter as a Deputy City Attorney.**

*The motion passed unanimously. (5-0)*

### IV. APPROPRIATIONS

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

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve the general warrants in the amount of \$279,338.72.**

*The motion passed unanimously. (5-0)*

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

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve the Print 'N Copy warrants in the amount of \$417.73.**

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

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

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Morris, to approve the General Hand-Cut Checks in the amount of \$190,457.10.**

*The motion passed unanimously. (5-0)*

- D. Review and possible designation of an independent auditor to prepare the annual audit for the City of Elko for Fiscal Year ending June 30, 2021, pursuant to NRS. 354.624, and matters related thereto. **FOR POSSIBLE ACTION**

Each year the City is required to designate an independent auditor prior to March 31 of the year in which the audit is to be conducted. The City put out Requests for Proposals for auditing services for a period of five years on March 2016, and awarded the RFP to HintonBurdick, PLLC. The City of Elko Financial Services Director would like to extend the agreement with HintonBurdick, PLLC one additional year. JB

Curtis Calder, City Manager, recommended extending the agreement one more year.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Hance, to approve HintonBurdick, PLLC as the City of Elko's independent auditors for the fiscal year ending June 30, 2021, in the amount not to exceed \$60,000.**

*The motion passed unanimously. (5-0)*

- E. Review, consideration, and possible approval of Change Order 3 to MGM Construction, INC for the hauling of trash and contaminated soil to Lockwood Nevada for disposal, and matters related thereto. **FOR POSSIBLE ACTION**

Upon installing the foundation and utilities for the Water and Water Reclamation Facility (WRF) Shop, trash and contaminated soil was discovered. This area had to be overexcavated and now the contaminated soil needs to be shipped to a Lockwood Nevada for Disposal. Lockwood was the approved Waste Management site based on the waste profile that was completed by Broadbent & Associates. DJ

Dale Johnson, Utilities Director, explained we have seen part of this before. This is to haul approximately 131 loads at a cost of \$1,359 per load, for a total amount of \$192,240. The contaminated soil will be treated by bio-remediation. We looked at different places to take this. We felt this was the cheapest route for the City.

Mayor Keener wondered if some of the contaminated soil could be put in our landfill.

Mr. Johnson answered it was all going to Lockwood. Our air permit at the landfill does not allow for us to put the contaminated soil there.

There was some discussion regarding going back to the previous land users or owners to get them to pay for the soil to be transported. It was believed that the contaminated soil had been there for a very long time. Some of that property was acquired with Project Lifesaver. There is a question of who the responsible party would be, the nature of the contamination and which regulatory

agency would have to get involved. The City does not have a code to take action directly. It was decided that if we took that route, there would be costly studies and legal fees to get reimbursement.

Mr. Johnson noted that NDEP has been involved and they are working with the City and Broadbent & Associates. They have tested more areas and they are determining if this source has any impact on the river.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve the appropriation of Change Order 3 in the amount of \$192,240 payable to MGM Construction, Inc. for the hauling of the trash and contaminated soil to Waste Management's site in Lockwood, Nevada.**

*The motion passed unanimously. (5-0)*

- F. Review, consideration, and possible authorization of increasing the existing force account amount by \$100,000.00 to include the tipping fees and disposal of the contaminated soil found during the construction of the Water and Water Reclamation Facility (WRF) Shop, and matters related thereto. **FOR POSSIBLE ACTION**

At the July 14, 2020 Council meeting, a force account was established for change orders beyond our standard policy for the construction of the Water and Water Reclamation Facility (WRF) Shop in the amount of \$100,000. Currently we have used approximately \$37,000 out of this account through 10 months of construction. With 4 months of construction remaining we would like to keep the remaining balance for construction purposes if needed. Due to the contaminated soil found during construction we are anticipating \$98,000 for tipping fees and disposal of the material. Staff would like to increase the Force Account by \$100,000 to allow for these added costs. DJ

Mr. Johnson explained we are asking to increase the force account to cover the tipping costs.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to authorize increasing the existing force account by \$100,000 to cover the cost associated for tipping fees and the disposal of the contaminated soil that was discovered during construction of the new Water and Water Reclamation Facility Shop. Total amount expenditures of the force account will not exceed \$200,000 without Council approval.**

*The motion passed unanimously. (5-0)*

## **V. SUBDIVISIONS**

- A. Review, consideration, and possible conditional acceptance of Public Improvements for the Aspen Heights Subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Council approved Final Map 3-20 on July 14, 2020. An Agreement to Install Public Improvements and a Performance Guarantee was entered into with the current owner on October 13, 2020.

The Developer has substantially completed the Public Improvements in accordance with the approved plans with the exception of one outstanding item. The developer is asking for a conditional acceptance with the understanding that the remaining item will be completed prior to the City releasing the Maintenance Bond. The City is in receipt of the required Certification of the project by the Engineer of Record. Upon acceptance of the Public Improvements by the Council, the Developer is required to provide maintenance security in the amount of \$35,203.80 for a 12-month maintenance period. MR

Michele Rambo, Development Manager, explained the improvements have been put in and inspected. The slurry seal of the asphalt still needs to be completed. We received the maintenance bond today.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Hance, for conditional acceptance of the public improvements for the Aspen Heights Subdivision with the noted exceptions.**

*The motion passed unanimously. (5-0)*

## **X. 5:30 P.M. PUBLIC HEARINGS**

- A. Review, consideration, and possible action to adopt Resolution No. 03-21, a resolution of the Elko City Council, adopting a change in zoning district boundaries from CT (Commercial Transitional) to PQP (Public, Quasi-Public) Zoning District, approximately 11.38 acres of property, filed by Elko Institute for Academic Achievement, and processed as Rezone No. 3-20, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission considered the Subject Zone Change Request on January 5, 2021, and took action to forward a recommendation to City Council to adopt a resolution, which approves Rezone No. 3-20. CL

Cathy Laughlin, City Planner, explained this was a City of Elko parcel that was sold to the United Methodist Church with a deed restriction for no high density residential. They turned around it and sold it to a private party who then sold it to another developer. They didn't do anything about it and sold it to the Elko Institute for Academic Achievement. Their intent is to build a charter school and the PQP is the best fit. The rezone is not in conformance with our Master Plan Land Use component but we can approve this and amend the Master Plan later. She asked for a typo in the resolution be addressed in the motion. In the Now, therefore section, it states it is at the intersection of College Avenue but it should read College Parkway.

Mayor Keener said there is a couple dozen affected properties in the area. Was there any public comment regarding this.

Ms. Laughlin answered they did get one public comment during the GoToMeeting. She wasn't an adjacent property owner but she was concerned with the traffic from Skyline getting out to Ruby Vista. Our Public Works Director doesn't think that is a problem. We will address that when we see the plans for the facility. This is about the zone and not the development of the school.

Mayor Keener called for public comment.

Pete Dondero stated he lives in that neighborhood. Where the gas station is, that is the crown of that hill. That is also where the street in question enters into Ruby Vista. If there was another way out of that property for the school, it will be nice to figure it out. That is a tough intersection as it is.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Hance, to adopt Resolution No. 03-21 and acknowledge that there was a typo that will be corrected identifying it at the intersection of College Parkway and not College Avenue.**

*The motion passed unanimously. (5-0)*

- B. Public hearing pursuant to NRS 268.059(1)(a) regarding the fair market value and possible sale at public auction of approximately 49,069 sq. ft. of City-owned property located generally on the Elko Regional Airport, designated as LEASE AREA N1. Discussion and possible motion determining that the fair market value of the property is \$13,379.00 in accordance with the appraisal of Jason Buckholz of CRBE, Inc., appraiser, and possible adoption of Resolution No. 01-21, a resolution of the Elko City Council finding it is in the best interest of the City to lease land LEASE AREA N1 and hereby declaring its intention to lease such property at public auction pursuant to City Code Section 8-1-3 and NRS 268.062, and matters related thereto. **FOR POSSIBLE ACTION**

Classic Air Care dba MedX AirOne has petitioned the City of Elko to lease airport owned property identified as Lease Area N1 located on the Elko Regional Airport. Council accepted the petition and authorized Staff to obtain the required appraisal and proceed with the statutory process of leasing the parcel at public auction as required by NRS 268.062. JF

Jim Foster, Airport Manager, explained the appraisal was provided in the packet, along with the resolution. The next phase would be the public auction.

Mayor Keener said in the other facility leases, the FAA has a set rate per square foot.

Mr. Foster answered there was a Resolution passed some time ago that states the going rate for leases is \$0.28 per square foot. There is an NRS requirement that anything over ½ acres has to go to public auction. The small hangers are less than a ½ acre and don't require these extra steps.

Mayor Keener called for public comment without a response.

**\*\* A motion was made by Councilman Hance, seconded by Councilwoman Simons, to accept the fair market value as determined at the public hearing, adopt Resolution No. 01-21 and set the matter for public auction.**

*The motion passed unanimously. (5-0)*

## **VI. UNFINISHED BUSINESS**

- A. Review, consideration, and possible approval of a Golf Management Agreement between the City of Elko and TDS at Ruby View, LLC d.b.a. Duncan Golf Management, and matters related thereto. **FOR POSSIBLE ACTION**

Curtis Calder, City Manager, said representatives of Duncan Golf are present on the GoToMeeting. Negotiations have been ongoing for more than a month. There may be some minor typographical errors but we are done with the agreement (Exhibit "B"). He went over the agreement for Council. The auditing firm reviewed the accounting on this agreement to make sure we are not in violation of anything. He is excited about the agreement and is looking forward to the new season.

Councilwoman Simons asked Scott Wackowski, since he is from out of the area, how will he run the golf course? Will he hire someone locally?

Scott Wackowski, Duncan Golf, answered they envision this being an outside hire of someone local to our area. They are currently looking at some candidates.

Councilman Stone asked where did we end up on the food and beverage side.

Mr. Calder answered because of the past agreements, none of those clubhouse related revenues were retained by the concessionaire. This agreement is different where the city will pay for the expenses but we will also receive part of the revenue. Every year we will go over the expense budget and adjust it as necessary. We think the budget is pretty close. If play returns to the course, we get a piece of that. The only thing we would not get a piece of is gaming revenue. It is up to them to put in machines. If there is a golf tournament, Duncan Golf gets the first exclusive right to the catering.

Mr. Wackowski said in 2019, at another golf course, they held a concert that was too big for their kitchen to handle so they hired caterers for that. If they can handle their events their in-house kitchen, they prefer to use their own staff.

Councilwoman Simons stated we have a great Golf Course Financial Advisory Committee. Do they use such committees?

Mr. Wackowski answered they don't have any official advisory boards.

Wil Moschetti, Golf Course Advisory Committee, 312 Oak Street, said he didn't get a chance to review the agreement since the agreement came out today. We are going into the bar business. He spoke to someone at the AG's office and they told him we could not be part of the bar business. As the rates go forward, who is going to be in charge of the rates?

Mr. Calder answered we are in the process of preparing the new budget. We made a decision to keep the rates the same for the next upcoming season. We asked around if the rates were good and we were told the rates were good. Since the City will be taking care of the maintenance, the City will retain control over the rates. We will want input from the management. The Financial Advisory Committee will also be making their recommendations. The rates will still be under the control of the Council.

Mr. Moschetti asked Dave Stanton if he has contacted the Attorney General about the City being part of the bar business.

Dave Stanton, City Attorney, answered he has not. He could research the question. This isn't something he has researched. This matter could be tabled and he could prepare a legal opinion. This is a unique situation where it is a management contract where part of the compensation is based on the sale of alcoholic beverages from the bar, along with other things.

Mr. Moschetti encouraged them not to table this. It is almost golf season. He encouraged them to accept the proposal and move on.

Mr. Stanton said we can have Duncan agree to an amendment of the contract if we determine the contract needs to be rewritten to remove any sharing of profits from the sale of alcoholic beverages.

Mr. Wachowski agreed to Mr. Stanton's stipulation.

Mayor Keener called for public comment.

Chris Johnson, 123 Woods Ct., asked about the hours of operation for Ruby View.

Mr. Wachowski answered they set the first tee time to be ½ hour before sunrise to ½ hour after sunset.

Mr. Calder noted that the Golf Course Superintendent will be part of setting the hours of the golf course. We are still under restrictions of the pandemic. He expects the Superintendent and the manager to be having these discussions so we are not stepping on anyone's toes.

Mr. Johnson asked who would be picking up the range balls.

Mr. Calder answered the golf management will be providing employees to do that.

Mr. Johnson spoke about some things that he would like to see done at the golf course and spoke favorably about Duncan Golf Management.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve the Golf Management Agreement between the City of Elko and TDS at Ruby View, LLC dba Duncan Golf Management, for the period of February 1, 2021 through December 31, 2022, with an option to extend through December 31, 2027, providing the City Manager**

**with authority to make non-substantive changes to the document, and also in the event there is a legal issue with the bar revenues, that there be an amendment forthcoming to address it.**

*The motion passed unanimously. (5-0)*

## **VII. NEW BUSINESS (Cont.)**

- B. Review, discussion, and possible approval to initiate revisions to the Elko City Charter at the 81<sup>st</sup> Session of the Nevada Legislature, thereby updating language pertaining to the appointed position of Municipal Judge, and matters related thereto. **FOR POSSIBLE ACTION**

Curtis Calder, City Manager, said we are in the process of trying to get a bill draft submitted to the legislature. Deputy City Attorney Coyle has drafted some language and we sent it out late today for review. We are late in the game submitting bill drafts but Assemblyman Ellison indicated last week that he has one remaining bill draft place holder that he would be willing to utilize for this purpose. This has been brought to our attention by the Municipal Judges.

Tom Coyle, Deputy City Attorney, explained the bill draft proposal (Exhibit “C”). Our Charter only allows for one municipal judge. To address that we kept the municipal judge in that position and put the second one in the substitute position. That didn’t work too well. They requested the update and to have a judicial department. We have addressed the hole in our code regarding municipal judges with the drafted changes. He asked for authorization to initiate the process.

Mr. Calder said when we receive feedback from the municipal judges and if we need to make any revisions, we are ready to send it off to Assemblyman Ellison and he would then submit it to LCB on his behalf. The LCB will put it in the queue for a bill draft and it will be assigned a number and go through the legislative process. A lot of bill drafts die for various political reasons. We have to watch the bill draft closely. Sometimes we have money and we hire a lobbyist to watch that but this year staff will be watching the process.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Hance, to give approval to initiate revisions to the Elko City Charter and submit a BDR to the 81<sup>st</sup> session of the legislature to update language for the position of municipal judge.**

*The motion passed unanimously. (5-0)*

- C. Review of the 2020 Shop Local Campaign conducted by the Ruby Radio Corporation, including consideration of a request to continue a similar campaign in 2021, and matters related thereto. **FOR POSSIBLE ACTION**

A copy of the Ruby Radio Corporation presentation has been included in the agenda packet for review. CC

Mr. Calder said he didn’t think we had anyone on from Ruby Radio. There is a submittal in the packet that reviews the Shop Local program. Generally speaking, we monitor our sales tax revenues very closely. We were concerned at the beginning of the budget year last year that we would see a significant drop in sales taxes so we adjusted our budgets accordingly. We worked

with the County to start this first phase of the radio advertising. In the end, as we watched our sales tax revenues come in, we are about 3% higher than we were the previous year. He thought there was some evidence that the local consumer confidence is pretty high here. He wanted to organize another Shop Local Campaign but it should be organized in our budget process. Our budget is getting ready to start and this is something we can put into the budget.

Mayor Keener agreed with the campaign.

Councilman Stone said this has been a positive thing. If we do this with our budget, you don't want to overdo a message. We need to change it up a bit. It is a great program that helped many businesses.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Morris, to postpone the 2020 Shop Local Campaign to be discussed and built into the next budgeting cycle.**

*The motion passed unanimously. (5-0)*

## **VIII. RESOLUTIONS AND ORDINANCES**

- A. Review, consideration, and possible approval of Resolution No. 04-21, a resolution donating a City of Elko Ambulance to Great Basin College, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko Fire Department has determined that the 2003 Navistar Ambulance has reached its useful life for the City and would like to donate the Ambulance to Great Basin College Health Sciences & Human Services Department. MG

Chief Griego explained this was the ambulance that we just replaced. It had several mechanical problems that we could not remedy. Great Basin College was in need of a laboratory for their EMT and Paramedic training. They have looked at it and want it for their lab.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Hance, to adopt Resolution No. 04-21, finding the 2003 Navistar Ambulance has reached its useful life for the City of Elko and approve the donation to Great Basin College.**

*The motion passed unanimously. (5-0)*

- B. Review, consideration, and possible approval of Resolution No. 05-21, a resolution donating a City of Elko Self Contained Breathing Apparatus Air Compressor. **FOR POSSIBLE ACTION**

The City of Elko Fire Department has determined that the Mako SCBA Air Compressor has reached its useful life for the City and would like to donate the Air Compressor to the Elko County Fire Protection District. MG

Chief Griego explained this is the air compressor that we recently replaced with a new unit. This would be a greater capacity and more pressure than what the Elko County Fire Protection District has right now. It will also serve as a backup for us when needed.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Morris, to adopt Resolution No. 05-21, finding the Mako SCBA Air Compressor SN. 5407H1002104 has reached its useful life for the City of Elko and approve the donation to the Elko County Fire Protection District.**

*The motion passed unanimously. (5-0)*

- C. Review, consideration, and possible approval of Resolution No. 6-21, a resolution expressing support of the local economy, and matters related thereto. **FOR POSSIBLE ACTION**

Curtis Calder, City Manager, explained the title of this was somewhat broad because of the time of posting. At the time of posting we didn't know what the resolution would say. Council does have the option of revising this resolution and voting on it.

Lee Hoffman said he was here as a concerned citizen. He is concerned for our City, County, State and Nation. Our freedoms are being stripped away. This issue with this resolution is whether you will take a stand in defense of your constituents. An argument can be made that Elko County has already dealt with this for us. The truth is that we need as many political subdivisions of the state as possible to get on board and push back. The more voices we get the louder we will be. While getting information for this resolution, Mr. Calder told him that ticking off the Governor and Democrats might not be the best strategy. If there is no financial impact to the state, I doubt that that they're going to care. The real question is that more important than the well-being and economy of Elko. Is it more important than our fundamental rights? He asked Council to carefully read all of the Therefores and remove any of them that contradict the terms of the City's agreement for the CARES Act Funds. There aren't any. This week the hotels should be filling up. We should be enjoying the music and poetry in this very room instead of being stuck in our homes. In your opinion, do you think the Governor really does and should have unlimited power to extend this emergency on and on? If that is your view, then don't adopt this resolution. Otherwise, please consider adopting this.

Mayor Keener asked what is he really trying to accomplish.

Mr. Hoffman answered that his goal is to make sure the Governor hears from the rural counties at some point in time. We may need to take a stronger stand. If we don't ever say this is wrong and we need to do something different, then that leaves us in a weak position to do anything else going forward. There is a BDR submitted to limit the Governor's ability to perpetuate an emergency of this kind. We have to make a political statement.

Councilman Stone said he has read over this and most of it he agrees with it. There is a lot of resolutions and things that we have been asked to do, rather told to do, by our Governor, that he doesn't agree with. He believes a majority of citizens would agree. He need to look at this. There is a reason nearby counties are doing this too. This is tough to know where to go. He thought we could do this in a way that we don't make our Governor our enemy.

Councilman Morris said not everything he has done has hurt Elko County but he doesn't care about Elko County either. He is tired of the masks and it should be a personal choice to wear them. He thinks the Governor is vindictive and a bully and he has had enough of it.

Councilwoman Simons agreed we need to stand our ground but her first opinion of this when she saw it on the agenda was that we are non-partisan. This is something that should fall onto the County. This is unusual for the City Council. As a non-partisan agency, we should make a more general statement. The County has already done this and we are part of the County. If the board votes for it, it's just a-typical than what they have done in the past.

Councilman Hance said his standpoint is that the Governor does not have the right to override the legislative process. An emergency is an emergency. This has been drug out with order after order. We had a special session of the legislature and they had an opportunity to make some changes. We are dealing with COVID and some of the restrictions don't make sense. No one agrees on how to handle this. Even Fauci is going backwards on things he has said. He turned an OSHA inspector away from his business and told him to come back with a warrant. They do not have the right to make those inspections. Every time he turns away a customer that didn't wear a mask, he cringes and feels he has lost some business because of that restriction. This is something we can pass along. It is our voice. Our voice is not being heard by our Governor.

Mr. Hoffman added the more voices we have the more clearly it will be heard.

Mayor Keener stated he agreed with everything that was said by the board members. He felt as far as resolutions go, less is more. He wondered if we wanted to edit this document or adopt this as is.

Dave Stanton, City Attorney, said usually a document like this gets reviewed by his office but that wasn't the case. There are some parts of the resolution that talk about his office doing work but he wanted more clarity as to what they would be doing.

Mayor Keener said he went through what was provided and crossed out some of the paragraphs. He went over what he wanted to remove.

Councilwoman Simons suggested staff working with Mr. Hoffman and coming back with a revised resolution that they can agree with.

Mayor Keener noted that if we went that route it would be February before it would be heard again.

Mr. Hoffman suggested passing the resolution by striking the items the Mayor proposed, that would be better than nothing. We do need to urge the Governor to do something and we need to include items that we can have control over.

Mayor Keener thought if this was referred to a committee than we would get a better product. He asked if we they could have a motion to refer this to a committee.

Mr. Stanton said it was not agenized that way. It can be tabled but not referred to a committee in a motion.

Mayor Keener changed his mind and decided to go over the resolution paragraph by paragraph. He asked Ms. Wooldridge to put the Resolution back on the screen so they could make revisions. She highlighted the items they wanted removed in yellow and new paragraphs in green.

Councilwoman Simons read the resolution as revised into the record.

**\*\* A motion was made by Councilman Hance, seconded by Councilman Stone, to approve Resolution No. 06-21 as read into the record by Mayor Pro Tem.**

*The motion passed unanimously. (5-0)*

Councilman Hance asked that there be signature lines for each Councilmember. He was more than willing to put his name on this resolution.

## **IX. PETITIONS, APPEALS, AND COMMUNICATIONS**

- A. Ratification of the Police Chief issuing a 60-day Temporary Retail Wine and/or Beer License and issue a Regular Retail Wine and/or Beer License, to Jadyn Demaline, DBA Evergreen Flower and Events, located at 232 Third Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

Jason Pepper, Police Lieutenant, said the Chief wanted him to report that the background was completed and there was nothing negative to prevent this application from going forward. He did ask that the 60-day be corrected to 75-day because of the length of time it took to get the background information back.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Morris, to ratification issuing (with the noted change) a 75-day temporary retail wine and/or beer license and issue a Regular Retail Wine and/or Beer License to Jadyn Demaline, dba Evergreen Flower and Events, located at 232 Third Street, Elko, Nevada 89801.**

*The motion passed unanimously. (5-0)*

## **XI. REPORTS**

- A. Mayor and City Council

*Mayor Keener thanked DJ Smith for all of his work putting the meeting together.*

*Councilman Morris said he knew the Convention Center was booked for the next meeting so he wanted the meeting to be moved back to Chambers.*

*Mayor Keener said staff will be looking at all their options for the live meetings.*

*Councilman Stone reported the ECVA Board meeting this morning, the marketing committee has some new people. He will remain Chairman on the marketing side.*

- B. City Manager

*Curtis Calder reported there is a conflict on February 9<sup>th</sup> for the Council Meeting. Every single room is booked out at the ECVA. We can change the*

*meeting date to a night when a room is available. If we went back to Chambers, the public would be restricted. Maybe they could come in one or two at a time, but it would be very limited.*

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

#### **COMMENTS BY THE GENERAL PUBLIC**

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

*There were no public comments.*

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

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Mayor Reece Keener

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Kelly Wooldridge, City Clerk

**From:** C Schaer [mailto:bluecyclone1@hotmail.com]

**Sent:** Tuesday, January 26, 2021 7:12 AM

**To:** Reece Keener <rkeener@elkocitynv.gov>; Clair Morris <cmorris@elkocitynv.gov>; Mandy Simons <msimons@elkocitynv.gov>; Chip Stone <cstone@elkocitynv.gov>; Bill Hance <bhance@elkocitynv.gov>; Kim Wilkinson <kwilkinson@elkocitynv.gov>

**Subject:** Comments on Item VIII.C on tonight's city council meeting

Mayor and City Council Members,

Recently I received both doses of the Pfizer COVID-19 Vaccine(my last dose was 2 ½ weeks ago). I entered a couple of local businesses this weekend while not wearing a mask. When I was approached by employees of those businesses and asked where my mask was, I informed them I had been fully vaccinated and produced proof of said vaccination. Well, I was quite surprised to hear either "I don't care about that" or "that's not good enough!", at which point I told them fine and left the premises. Why in God's Green Earth are we pushing for people to be vaccinated, and why is the state government pushing for vaccination if we're going to treat people like lepers??

My vaccination record is VERY extensive and I've been to places that have diseases A LOT worse than COVID-19. I'm extremely aware of how immunizations work. The misinformation being spread by certain government officials and people's ignorance is astounding. I get that these businesses have private property rights(which is why I left those businesses without complaint and I'm not going to be revealing the names of those businesses here), but at what point do we differentiate between public health and public control? There have been other businesses in Elko that have accepted my proof of vaccination with a smile and let me go on about my way, which I highly appreciate.

Before I got the vaccine I was a good little citizen and wore my mask diligently like we were told to. Now that I'm vaccinated with a vaccine that has a 95% efficacy rate(the seasonal flu vaccine has only a 68% efficacy rate on a GOOD year), why can't people accept that fact and let me go about my business? Are we so concerned with "shaming" and "conformity" that we no longer care about personal freedoms? I EARNED my personal freedoms, thank you very much. If businesses are going to be putting forward anti-vax policies and sending out their mask gestapo, then I don't want to hear them whining on the radio about "buying local". NOT ONCE! I have absolutely no problem taking my money online or to Idaho(and end up paying quite a bit less because of free shipping and a 10% discount. Thanks Lowe's!).

I think it's high time people started using logic and common sense instead of turning "1984" into reality, which is why I support this resolution.

Charles Schaer  
Elko, Nevada

To Ms. Wilkinson, I wish to have my comments read aloud at tonight's meeting and entered into the public record. Thanks!

**GOLF MANAGEMENT AGREEMENT**

**BETWEEN**

**THE CITY OF ELKO, NEVADA**

**AND**

**TDS at Ruby View, LLC**

**DBA**

**Duncan Golf Management**

**February 1, 2021 – December 31, 2022  
(w/Option to Extend through December 31, 2027)**

## **GOLF MANAGEMENT AGREEMENT**

**THIS GOLF MANAGEMENT AGREEMENT** (the “Agreement”) made and entered into this 1st day of February, 2021 by and between the City of Elko, a special charter municipal corporation and political subdivision of the State of Nevada (the “City”), and TDS at Ruby View, LLC dba Duncan Golf Management (“Manager”). The City and Manager may be referred to herein as the “parties” or each a “party”.

### **RECITALS:**

1. The City owns and operates an eighteen (18) hole municipal golf course known as the Ruby View Golf Course;
2. The City desires to utilize the services of Manager for the overall management and operation of Clubhouse Operations, including, but not limited to the collection of fees, food and beverage sales, and other related activities;
3. The parties agree that the primary objectives for Manager’s performance under this Agreement are to provide high quality golf, food and beverage experiences and to use reasonable efforts to generate revenues sufficient to cover all expenses of the golf course and produce net profits to the City.
4. The parties desire to enter into this Agreement for the period of February 1, 2021 through December 31, 2022 (the “Initial Term”), with a five (5) year extension option (the “Option”), all in accordance with the provisions of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, conditions and undertaking contained herein, the parties agree as follows:

### **DEFINITIONS**

1. “Annual Gross Revenue” means the total Gross Revenue derived from Golf Course and Clubhouse Operations for each Contract Year.
2. “Auditor” means the City’s Auditor and/or Financial Services Director, and/or any person acting on behalf of the Auditor who has been approved by the City to perform that function.
3. “Budget” means the annual budget agreed to by the City and Manager for all Clubhouse Operations, and including the Management Fee.
4. “Clubhouse” means the existing clubhouse at Ruby View Golf Course.

5. "Contract Year" means the twelve (12) month period beginning on the Effective Date and each twelve (12) month period thereafter, until the termination of this Agreement. The parties acknowledge that the 2021 Contract Year is eleven (11) months in duration, beginning February 1, 2021 and ending on December 31, 2021.

6. "City Equipment" means the personal property listed on **Exhibit A**, which is owned by the City and is provided to Manager for use in connection with the Manager's business operation.

7. "Golf Cart Storage Shed" means the area(s) on the Golf Course to be used for storage of golf carts and related equipment.

8. "Golf Course" means the Ruby View Golf Course located in Elko, Nevada, including but not limited to the land, the Clubhouse and other Improvements, the Restaurant/Bar, and the other Facilities.

9. "Golf Course and Clubhouse Operations" means activities initiated and controlled by the Manager, such as answering telephones, scheduling tee times, coordinating the use of the driving range/practice facilities, collecting City-approved fees, renting golf clubs and/or golf equipment, renting golf carts, storage and maintenance of golf clubs and/or golf equipment, coordinating/managing tournaments, golf professional duties/lessons, selling golf clubs and/or golf equipment/merchandise, operating a restaurant/bar, and providing customer service.

10. "Golf Course Maintenance" means maintenance activities controlled by the City, such as landscape/golf course maintenance, irrigation, repair/maintenance of City-owned facilities and/or equipment, and golf cart maintenance.

11. "Golf Professional" is an employee of the Manager (TDS at Ruby View, LLC dba Duncan Golf Management) who supervises the Clubhouse Operations at the Golf Course.

12. "Golf Course Superintendent" is an employee of the City of Elko who supervises the Golf Course Maintenance at the Golf Course.

13. "Gross Revenue," means the aggregate of all Golf Course revenue, including revenue generated from Golf Course and Clubhouse Operations during the Contract Year. Gross Revenue shall not include: (1) sales tax collection allowance paid by the State of Nevada to Manager as compensation for the keeping of prescribed records and the proper accounting and remittance of state sales tax; (2) any charges on a reimbursement basis, as mutually agreed upon by the City and Manager; (3) any refunds made by Manager to customers, because of unacceptable or unsatisfactory goods or services; (4) any taxes imposed by law which are separately stated to and paid by the customer and directly payable by Manager to a taxing entity; (5) tips and gratuities, and free or compensatory meals for employees of Manager; (6) fees and payments received by Manager from sublicenses, subcontractors, or sublessees, (7) rebates and volume discounts from manufacturers or distributors; and (8) proceeds from the sale of used equipment by Manager.

14. "Improvement(s)" means all structures, furnishings, displays, equipment, trade fixtures, and all other fixtures that are or become permanently installed or affixed at the Clubhouse, together with all additions, alterations, repairs, and modifications thereto. Any structure, furnishing, display, equipment, trade fixture, fixture, or any other improvement that is nailed, bolted, stapled, or otherwise permanently affixed to any area of the Clubhouse is considered permanently installed or affixed and is included within the definition of Improvement(s). The term Improvement(s) shall not include furniture, furnishings, trade fixtures, and equipment of Manager, located in any area of the Clubhouse, but not permanently affixed thereto.

15. "Initial Term" of this Agreement shall mean the period of February 1, 2021 through December 31, 2022.

16. "Monthly Gross Revenue" means the aggregate amount of all revenue, including revenue generated from Golf Course and Clubhouse Operations during any month.

17. "Management Fee" means eight thousand and no/100 (\$8,000.00) per month, to be paid by the City to Manager for its monthly performance under this Agreement.

18. "Net Revenue" means Gross Revenue, less discounts and returns actually credited, minus Budget expenses. Expenses are to be assumed and paid from Gross Revenue according to the pre-approved Budget agreed to by Manager and the City as described in Article 17.

19. "Success Fee" means 10% of all Net Revenue generated by Manager at the end of a Calendar Year, which shall be paid by the City to Manager within thirty (30) days of the closing of the books and records for the Calendar Year.

20. "Pro Shop" means the retail outlet located in the Clubhouse.

21. "Golf Season" means the approximately eight (8) months of seasonable golf operations, beginning March 1 and concluding on October 31 of each Contract Year, subject to weather conditions.

## ARTICLE 1 TERM OF THE AGREEMENT

**Section 1.1** Manager hereby is assigned, and does accept, the exclusive right, privilege and responsibility to operate, manage and oversee Golf Course and Clubhouse Operations, and to act as, be, and perform the duties of Manager by and through a golf professional, all in accordance with the provisions of this Agreement, for the Initial Term, from February 1, 2021 through December 31, 2022, with a five (5) year Option to extend this Agreement, or subject to earlier termination as provided herein.

**Section 1.2** Manager shall operate and manage Golf Course and Clubhouse Operations and otherwise conduct itself in the performance of this Agreement in accordance with (a) the rules and regulations established by the City; and (b) the Code of Ethics of the Professional Golf Association (“PGA”).

## **ARTICLE 2 RESOURCES TO BE PROVIDED BY THE CITY**

**Section 2.1** The City shall, at its own expense provide and maintain: (a) the Golf Course, including but not limited to the driving range, practice greens and maintenance facilities; (b) the Clubhouse, including the interior and exterior of the structure; (c) the Golf Cart Storage Shed; (d) the parking lot, including the surrounding fence and gate; (e) all utility connections to the Golf Course and Clubhouse and other structures; (f) an operational fire extinguisher system, including required certifications over the cooking area in the Clubhouse; (g) a gas or electric powered golf cart fleet, sufficient for daily play at the Golf Course; and (h) the electronic security system for the Clubhouse and Golf Cart Storage Sheds.

The City will be responsible for performing annual golf cart maintenance, repairing major mechanical failures, and performing monthly “in-season” checks of oil and/or battery levels.

**Section 2.2** The City shall advance \$50,000 to the Manager at the beginning of the contract. Manager will use these funds to pay operational costs, including but not limited to, supplies, inventory and labor needed to prepare the Clubhouse Operations for the upcoming golf season. The \$50,000 advance will remain in the Manager fiduciary bank account as an operational balance until the end of the contract between the City of Elko and TDS at Ruby View, LLC.

## **ARTICLE 3 RESOURCES TO BE PROVIDED BY THE MANAGER**

**Section 3.1** The Manager shall provide:

- (a) For Sale to the Public. Greens fees for daily play, inventories of golf merchandise, supplies, clubs, bags, clothing, shoes, and other golf equipment, all in quantities and varieties sufficient to meet reasonable demand, and appropriate for the operation of a first-class municipal golf shop. The rental fees and sale prices for the above golf equipment and merchandise shall be no higher than those prevailing for similar equipment and merchandise in similar golf courses in the surrounding area.
- (b) For Rent to the Public. Hand carts, golf clubs, driving range golf balls, and other equipment necessary to play golf - all in varieties and quantities sufficient to meet reasonable demand.

- (c) For Storing, Displaying, Advertising or Demonstrating Golf Equipment and Merchandise. Such counters, showcases, signs or other fixtures which Manager deems to be necessary or appropriate, to supplement those provided by the City. The Manager shall not install any additional booths, stands, fixtures, mobile units or any other equipment in connection with the business covered by this Agreement without the specific written consent of the City. The City shall provide display cases, counters, tables and chairs, which are included in **Exhibit A**, attached.
- (d) For serving the public. Cash registers and credit/debit card machines for processing and recording transactions and collections of Gross Revenue from Golf Course and Clubhouse Operations, and such human resources as are needed to assist the Manager in the performance of its duties.

#### **ARTICLE 4 DUTIES OF THE MANAGER**

Manager shall devote adequate professional attention, time and effort to the successful fulfillment of its responsibility to manage, operate and oversee Golf Course and Clubhouse Operations, including (but not necessarily limited to) performance of the following duties:

**Section 4.1** Managing and overseeing Golf Course and Clubhouse Operations and other parts of the property, in accordance with the Rules and Regulations established by the City, and in a manner which combines efficient use of resources, and an emphasis on customer service.

**Section 4.2** Processing and recording the collection of all Gross Revenue, paying expenses in accordance with the budget agreed to by Manager and the City, and remitting the Net Revenue collected on behalf of the City, along with supporting documentation, financials or other pertinent records, at City Hall, or in such other place as may be directed by the City, within thirty (30) days of the end of each calendar month. If there are no revenue or expenses incurred for the month a report will be submitted indicating no activity.

**Section 4.3** Providing all services related to the promotion and regulation of golf play and player conduct, including taking or assignment of tee time reservations, performing starter services, and encouraging or enforcing compliance with the Rules of Golf.

**Section 4.4** Providing golf lessons and instructions, and any other services customarily provided by a PGA Golf Professional.

**Section 4.5** Operating and managing a first-class municipal Golf Shop, including but not limited to rental of golf equipment and sale of golf merchandise.

**Section 4.6** Managing or assisting the promotion and staging of public and private golf tournaments at the Golf Course. Golf tournaments, fundraisers, and/or charity events shall be coordinated and organized to make efficient use of the Golf Course.

**Section 4.7** At all times Manager will keep the entire Clubhouse, including all stands, display cases, bar area, fixtures and equipment in a clean, sanitary and orderly condition, and good state of repair, and shall conduct the food concession and cocktail lounge in accordance with all Federal, State, City and local health department rules, regulations, statutes and ordinances. It is expressly understood that the entire premises are open to inspection at all times by the City or by inspectors authorized by the City or authorized by Federal or State law.

**Section 4.8** Manager shall make sure that the Clubhouse facilities, interior and exterior are maintained in a clean and orderly condition at all times. Manager shall be expected to perform regular janitorial and light maintenance services for the Clubhouse, which may include cleaning the restrooms and/or windows on an as-needed basis when the Clubhouse is open for business. The Manager shall be allowed to utilize City equipment when shampooing carpets. Interior painting and building maintenance shall be the responsibility of the City.

**Section 4.9** Manager shall be responsible to secure the Clubhouse in accordance with the City's Rules and Regulations.

**Section 4.10** Manager shall be responsible for the following golf cart fleet activities: (a) daily staging, charging and/or fueling the golf cart fleet; (b) daily cleaning and visual inspection of the golf cart fleet; and (c) performing minor maintenance to the extent practical. Otherwise, the golf cart fleet will be maintained by the City, as Golf Course Maintenance.

**Section 4.11** Manager shall be responsible for securing the Clubhouse after normal working hours, including but not limited to the locking of all doors, setting alarms, and closing/locking gates.

## **ARTICLE 5 OPERATION OF THE CLUBHOUSE**

**Section 5.1** Manager shall have the right to sell food and beverages (alcoholic and non-alcoholic) at the Golf Course and in the Clubhouse. Manager shall have the right to install or keep upon the premises any machines used for the vending of food and beverages, or to assist in the sale of food and beverages, upon prior approval of the City.

**Section 5.2** Manager will be given the exclusive right to cater food and supply meals for special events and special group activities conducted at the Golf Course or within the Clubhouse.

**Section 5.3** Manager shall maintain a sufficient inventory of food and alcoholic and non-alcoholic beverages, so as to avoid shortages of such products.

**Section 5.4** Manager may provide and operate up to five (5) video gaming machines in the Clubhouse. These machines are the property of the Manager and shall be removed upon termination of this Agreement. Gaming activities and revenue derived thereof is specifically excluded from Article 8.

**Section 5.5** Notwithstanding the foregoing, Manager shall obtain all appropriate licenses, to include a City liquor license, before selling or storing food and beverages. Nothing herein shall be interpreted as an agreement or promise that the City will grant any license to Manager, or that the City has in any manner waived or contracted away any governmental function.

## **ARTICLE 6 TIME AND HOURS OF OPERATION**

**Section 6.1** In general, the Golf Course shall be open from March 1 through October 31 during the daylight hours available to play golf, weather permitting. By March 1 of each year, and from time to time as appropriate to reflect any changes, the Golf Course superintendent shall furnish the City a schedule setting forth the hours during the year when said Golf Course shall be open for play. Such schedule shall be subject to mutual agreement and approval of the City and Manager. The Clubhouse and practice facilities shall be kept open whenever the Golf Course is open for play. Manager will make available a Golf Professional, or assistants thereto, and Golf Professional shall be available at all pre-scheduled times to give golf lessons and instructions. In the event there is little or no demand for Clubhouse and/or Pro Shop services during any given day, Manager may, at its discretion, close the Clubhouse and/or Pro Shop.

**Section 6.2** The City, in conjunction with the Manager, shall promulgate Rules and Regulations for the Golf Course and Clubhouse Operations. A copy of the Rules and Regulations are attached hereto as **Exhibit B** and shall be posted at the Clubhouse for the public to see. A copy of the Rules and Regulations shall also be placed on file with the City Clerk.

## **ARTICLE 7 RECORDKEEPING AND ACCOUNTING**

**Section 7.1** Manager shall keep books of accounts and records in accordance with generally accepted accounting principles, reflecting all transactions.

**Section 7.2** Manager shall process, through a cash register in a manner to be prescribed by City, all Gross Revenue collected on behalf of the City. Manager shall operate and maintain a credit/debit card machine for accepting electronic payments. All Gross Revenue received or collected on behalf of the City shall be held by Manager in a fiduciary capacity, and Manager shall pay expenses from the Gross Revenue as set forth in an agreed upon budget. Manager shall not make any personal or other use of the Gross Revenue unless otherwise set forth herein. The Gross Revenue collected by Manager on behalf of the City shall be used to pay expenses as set forth in the agreed upon budget and then the Net Revenue shall be deposited no later than thirty (30) days

after the end of each month in an account or place as designated by the City. In the event Net Revenue is negative the Manager will submit a report supporting the negative Net Revenue and the City will reimburse the Manager for the negative Net Revenue. In addition, Manager shall also submit to the City, within thirty (30) days after the previous month, supporting financial documents that support the Net Revenue deposited with the City. Other than accepted variances to the budget, Manager shall be held strictly liable for all cash shortages.

**Section 7.3** Within thirty (30) days of closing the books on the previous month, Manager shall deliver to the City, a report of Gross and Net Revenues for the preceding month on a form supplied by the City, which shall include separate totals for golf revenue, food and beverages, and/or other separate items as required by the City.

**Section 7.4** The advance received by the City at the beginning of the golf season will be paid back to the City no later than June 30 of the current contract year. The advance re-payment will be submitted to the City with the monthly Net Revenue submission, separately reported as "Advance Repayment". The advance will be used by the Manager to prepare for the upcoming golf season.

**Section 7.4** Any and all reports and other data and documents provided to the City by Manager in connection with this Agreement are and shall remain the property of the City.

**Section 7.5** Notwithstanding any provision in this Agreement to the contrary, the Auditor may at any time perform audits of all or selected operations performed by Manager under the terms of this Agreement. In order to facilitate the audit performed by the Auditor, Manager agrees to make available any and all working papers, reports and accounting records. The Auditor shall make available to Manager a copy of the audit report prepared by or on behalf of the City. Manager shall have thirty (30) calendar days from receipt of the audit report from the Auditor to provide a written response to the City regarding the audit report. Manager agrees that failure of Manager to submit a written response to the audit report in accordance with the requirements of this Section shall constitute acceptance of the audit report as issued.

**Section 7.6** If, as a result of any audit, it is established that Manager understated the Gross Revenues it received from operations covered by this Agreement by three percent (3%) or more (after deductions and exclusions provided for herein) during the period covered by the audit, the entire expense of said audit shall be borne by Manager. The provisions of this Section 7.6 shall survive the expiration or termination of this Agreement.

## **ARTICLE 8 GOLF MANAGEMENT FEES**

**Section 8.1** The City shall pay to Manager a fixed Management Fee of \$8,000 per month, effective February 1, 2021, which shall be included in the Budget under the G&A line item. The City shall not provide Worker's Compensation Insurance Coverage, Retirement Benefits ("PERS"), Health Insurance Benefits or Life Insurance Benefits to the Manager as Manager will

be responsible for its employees and staff that will work to operate the Golf Course and Clubhouse Operations for the City.

**Section 8.2** In addition to the Management Fee set forth above, Manager shall receive an annual Success Fee of 10% of all Net Revenue generated from Clubhouse Operations and/or Golf Course Operations for each Contract Year.

**Section 8.3** Parties agree that the Golf Professional and any assistant Golf Professional will receive free golf privileges as part of their inherent job duties. City shall provide the Manager with restricted golfing privileges for employees of the Manager, not to exceed \$3,000 annually.

**Section 8.4** The City shall allow courtesy (i.e., without charge) golf privileges for verified PGA Golf Professionals and GCSAA Golf Superintendents. All rounds played shall be recorded in the same manner as other pass play. PGA Golf Professionals and GCSAA Golf Superintendents shall be entitled to a 50% discount on golf cart rentals.

**Section 8.5** Payments required to be made by Manager under this Agreement shall be made payable to:

City of Elko  
Attention: Finance Department  
1751 College Avenue  
Elko, Nevada 89801

**Section 8.6** Payments required to be made by City to Manager under this Agreement shall be made payable to:

TDS at Ruby View, LLC  
1400 Wolf Run Road  
Reno NV 89511  
Attention: T.J. Duncan, President

## **ARTICLE 9 UTILITIES, LICENSES, FEES, AND TAXES**

**Section 9.1** The City shall provide basic levels of utility service, including water, sewer, lighting and electricity, solid waste disposal, telephone service, Internet, cable or satellite television, heating (gas) and air conditioning in the Clubhouse. These services will be included in the budget and included in the calculation of net revenue.

**Section 9.2** Manager shall pay as expenses in the budget, and on behalf of the City, on or before their respective due dates, all federal, state, city, county, and local taxes and fees, and all special assessments of any kind, which are now or may hereafter be levied upon the business conducted by Manager, including, but not limited to any ad valorem, tangible property or intangible property

taxes, and sales or excise taxes. Manager shall maintain in current status all Federal, state, county, city and local licenses and permits required for the operation of the business conducted by Manager. In addition, Manager, on behalf of the City, shall pay any and all other taxes which are due, or which may become due pursuant to Nevada law.

**ARTICLE 10  
GOLF PROFESSIONAL MEMBERSHIP IN ORGANIZATION;  
PREFERENTIAL TREATMENT FORBIDDEN**

**Section 10.1** Golf Professional shall not become an officer or member of any golf club or organization of golfers formed or to be formed at the Golf Course or of any organization in which participation would conflict with this Agreement. Golf Professional shall not, in the operation of the Golf Course, and particularly in the granting of starting times or playing privileges, grant any preferential treatment to any individual or group of individuals except as authorized by the Rules and Regulations.

**ARTICLE 11  
LIABILITY INSURANCE**

**Section 11.1** Manager shall procure and keep in force during the term hereof a public liability insurance policy written by a company authorized to do business in the State of Nevada, insuring against any loss or a liability for damages to persons or property which might result from the operation upon the golf course and its premises as herein provided, with limits of not less than one-million (\$1,000,000.00) dollars for injury to one person and one-million (\$1,000,000.00) dollars for injury to more than one person, together with one-million (\$1,000,000.00) dollars products liability insurance. Such policies shall include the City as an additionally named insured with a specific provision for thirty (30) days advance notice of cancellation to all named insureds. A copy of the insurance policy or policies shall be delivered forthwith to the City. The City shall have the right, with or without cause, to disapprove the company or companies from which the Manager secures the policy or policies of insurance as herein provided.

**Section 11.2** All fire insurance maintained by the City upon the Golf Course and related structures shall be for the sole benefit of the City. Manager agrees to hold City harmless from any loss sustained by fire to Manager's business operations, income, inventory, machinery, fixtures, equipment, merchandise or other personal property.

**ARTICLE 12  
HOLD HARMLESS AND DEFENSE**

The Manager shall indemnify, hold harmless and defend the City and any of its officers, agents or employees from any claim or cause of action of any kind, character or nature from any person, persons, entity or organization which may arise out of the Golf Course and Clubhouse Operations.

**ARTICLE 13  
INDEPENDENT CONTRACTOR AND RELATIONSHIP WITH THE CITY**

**Section 13.1** Manager understands and agrees that this Agreement is not a contract of employment, and that the relation of master and servant, employer and employee does not exist between the City and Manager or with any employees. City and Manager are not partners or joint venturers. Nothing herein contained shall be construed as incurring for the City any liability for FICA, withholding tax, unemployment compensation or any other payment not specifically set forth in this Agreement that would be required if City and Manager were standing in an employer-employee relationship. Manager agrees to assume and pay all such liabilities.

**Section 13.2** Manager, in performing its services as herein provided, shall keep the City informed regarding Golf Course and Clubhouse Operations.

**Section 13.3** Manager is not authorized to bind the City to any contracts or other obligations. City shall not be liable for the acts of Manager, Golf Professional, or his/her assistants, employees, contractors, customers, or suppliers in performing the duties described herein. It is further agreed that the Golf Course and Clubhouse are not being leased by the City to Manager; that the Manager is a licensee and not a lessee thereof; that the right to occupy the same hereby granted shall continue only so long as each and all undertakings, provisions, covenants, agreements, stipulations and conditions of Manager as set forth in this Agreement are being performed.

**ARTICLE 14  
PROVISIONS RELATED TO EXTENSION OF THIS AGREEMENT**

**Section 14.1** Upon expiration of the Initial Term, so long as Manager is not in default hereof, this Agreement may be extended for up to five (5) years, at the Option of Manager and upon approval of the City Council.

**Section 14.2** Upon expiration of the Initial Term, the scope of the Agreement may be renegotiated and modified, including, but not limited to the transfer of Golf Course maintenance responsibilities to the Manager, if both the Manager and the Elko City Council so agree.

**ARTICLE 15  
PROVISIONS RELATED TO TERMINATION  
AND FORFEITURE OF THIS AGREEMENT**

**Section 15.1** In the event Manager desires to terminate this Agreement, it shall give to the City, a written notice of its intent to terminate no less than 180 calendar days prior to the proposed date of termination.

**Section 15.2** In the event of default by the Manager, the City shall have the right to terminate this Agreement thirty (30) days after written notice of default, if no cure of said breach has been made by the Manager. For purposes of this Agreement, default includes any of the following:



Manager: TDS at Ruby View, LLC  
1400 Wolf Run Road  
Reno NV 89511  
Attention: T.J. Duncan, President

**Section 16.2** Entire Agreement. This Agreement embodies and constitutes the entire understanding between the parties hereto with respect to the transactions contemplated herein, and all prior or contemporaneous Agreements, understandings, representations and statements, oral or written are merged into this Agreement.

**Section 16.3** Modification. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except as provided herein or by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

**Section 16.4** Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

**Section 16.5** Headings. Descriptive headings are used in this Agreement for convenience only and shall not control, limit, amplify or otherwise modify or affect the meaning or construction of any provision of this Agreement.

**Section 16.6** Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

**Section 16.7** Assignment. Nor Manager nor Golf Professional shall not have the right to assign its/his/her rights under this Agreement without the prior written consent of the City, which consent may be granted or withheld at the sole discretion of the City.

**Section 16.8** Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never composed a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

**Section 16.9** Attorney Fees. If either party defaults in its obligations hereunder, the defaulting party shall pay reasonable attorney's fees incurred by the other party in order to enforce its rights hereunder.

**Section 16.10** Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one Agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**Section 16.11** Venue. The District Court in and for the County of Elko, State of Nevada shall have venue over any disputes arising under this Agreement.

**ARTICLE 17  
ANNUAL BUDGET AND MANAGER EXPENSES**

**Section 17.1** Parties agree to meet at the conclusion of each Golf Season to inventory remaining stock of Clubhouse Operations merchandise, food, beverages, and any other goods purchased by Manager on behalf of the City during the Contract Year. Parties acknowledge that all remaining merchandise, food, beverages, and any other goods is the property of the City.

**Section 17.2** Parties agree to meet between November 1 and February 1 to determine the Clubhouse Operations expenses for the subsequent Contract Year. The Parties will agree on a proposed form of budget, attached hereto as Exhibit C, which will then be approved by the City Council prior to the start of the next Golf Season.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**THE CITY OF ELKO**

**TDS at Ruby View, LLC**

BY \_\_\_\_\_  
**REECE KEENER, Mayor**

By: \_\_\_\_\_  
**THOMAS DUNCAN,  
MEMBER**

**ATTEST:**

BY \_\_\_\_\_  
**KELLY WOOLDRIDGE, City Clerk**

**EXHIBIT A**  
**(Personal Property Belonging to the City of Elko)**

Item	Asking Price	Year Purchased	Price at Purchase	Invoice	City Price	City Value	Purchase (Y/N)	Comments
Turbo Air refrigerated Prep Table	2,342.17	2015	2,342.17	Y		2,000.00	Y	
Stainless Prep Tables, no backsplash	511.92	Needed				500.00	Y	
Stainless Prep Tables, no backsplash	511.92	Needed				500.00	Y	
Stainless Shelves	142.67	Needed				140.00	Y	
Stainless Shelves	142.67	Needed				140.00	Y	
Stainless Microwave shelf	45.99	Needed				40.00	Y	
3 Compartment Kitchen Sink	660.00	Needed				660.00	Y	
Beverage Air 3 Door Freezer	1,400.00	Needed				700.00	Y	
Bunn Margarita/Granita Beverage Machine	1,982.75	Needed				1,500.00	Y	
MicroMatic/Celli Draft Beer System w/Rack	2,100.00	Needed				2,100.00	Y	
5-Gang Range Ball Picker	3,595.00	Needed				2,500.00	Y	
Range Ball Washer	2,395.00	Needed				2,000.00	Y	
PA System for Golf Shop	1,800.00					900.00	Y	IT to go inspect
Inside/Outside A/V System + Mic	5,000.00					3,000.00	Y	IT to go inspect
Tokens - 300	213.00	2015	213.00	Y			Y	
Tokens - 300	209.76	2016	209.76	Y			Y	
Tokens - 300	211.21	2018	211.21			200.00	Y	
Tokens - 300	211.63	2019	211.63				Y	
Tokens - 200	171.38	2020	171.38				Y	
13,000 Ball Dispenser	4,595.00	Needed				4,000.00	Y	
Patio Chairs - 54	1,079.46	2018	399.60	Y for 20		700.00	Y	All patio furniture
Steel patio Tables - 6	719.94	2015	381.45	Y for 3		500.00	Y	
Hampton Bay Glass Top Patio - 2	458.00					400.00	Y	
EZ Go Picker Cart w/Safety Cage	5,500.00	Mar 12	5,899.50	Y		5,500.00	Y	Has rebuilt engine, tires, etc
Card Media, Range Express	275.00	2018	275.00			-	Y	
Range Express Gold Dispenser pkg	3,995.00	Needed				3,300.00	Y	Compatible with Dispenser depends on new pro?
Beverage Air Counter Height Freezer	800.00					600.00	Y	
Basket, Plastic (70-75)	288.96	2018	288.96			-	Y	
Range Ball Baskets X 50	437.50					-	Y	
Panasonic Commercial Microwave	245.00					200.00	Y	
Patio Bar Counter Top	500.00					500.00	Y	
Anti-Fatigue Rubber floor mats	179.97	2018	179.97	Y		-	Y	
Anti-Fatigue Rubber floor mats	254.17	2018	254.17	Y		-	Y	
Driving Range Signs & Rope	112.60	2015	112.60	Y		-	Y	
Wheel Assy, Solid W/Bearing	131.75	2016	131.75			-	Y	
Bearing Pillow Block & Fittings - ball washer	168.13	2019	168.13			-	Y	
3 Electric Food Warmer	392.16	2013	392.16			200.00	Y	
Edlund Can Opener	122.36	2013	122.36			-	Y	
						<u>23,000.00</u>	<u>32,780.00</u>	
Branded Merchandise - NEED THIS								Need detailed inventory

Ruby View Golf Course  
Merchandise Listing

Type	SKU	DESC	Sum of MRSP	Sum of COST	Sum of QTY	Sum of Total
Accessories	JC300005	RV DIVOT TOOL	10.95	5.00	20.00	100.00
	JC300018	RV BELT	58.00	25.00	5.00	125.00
	PR300008	RV LOGO TOWEL	30.00	15.00	10.00	150.00
	(blank)	RV LOGO JAR BALLS	2.00	0.50	165.00	82.50
<b>Accessories Total</b>			<b>100.95</b>	<b>45.50</b>	<b>200.00</b>	<b>457.50</b>
Golf bags	CA301001	OGIO CONVOY SE	249.99	191.00	1.00	191.00
	CA301004	CALL FWY 14	229.99	180.00	1.00	180.00
		CALL FWY C	199.99	153.00	1.00	153.00
		CALL ORG 7	229.99	180.00	1.00	180.00
	CA301005	CALL CHEV	225.99	160.00	1.00	160.00
	CA301007	OGIO SHADOW	229.99	180.00	3.00	540.00
	CA301009	OGIO FUSE STD 4	199.99	153.00	2.00	306.00
	TI301004	TITLST HYB 14	240.00	153.00	2.00	306.00
	TI301005	TITLST PLYR 4	200.00	127.50	2.00	255.00
<b>Golf bags Total</b>			<b>2,005.93</b>	<b>1,477.50</b>	<b>14.00</b>	<b>2,271.00</b>
Hats	CA304005	CALL TOUR LOGO	28.00	14.00	5.00	70.00
	CA304011	CALL RV LOGO	25.00	12.50	5.00	62.50
	IM304010	RV BUCKET	25.00	12.50	4.00	50.00
	LS304001	LS LOGO CAP	30.00	15.00	31.00	465.00
	LW301002	LW LOGO MEN	28.00	14.00	65.00	910.00
	LW304001	LW LOGO LADIES	25.00	12.50	4.00	50.00
	RV3304001	RV BB HAT	32.00	16.00	13.00	208.00
	TM307001	RV TM LOGO	35.00	17.50	7.00	122.50
	UA304011	RV BB LOGO	28.00	14.00	18.00	252.00
<b>Hats Total</b>			<b>256.00</b>	<b>128.00</b>	<b>152.00</b>	<b>2,190.00</b>
head covers	JC300004	RV BB PUTTER	32.00	16.00	17.00	272.00
	PR300003	RV PUTTER	28.00	14.00	7.00	98.00
	PR300004	RV DRIVER	38.00	19.00	26.00	494.00
	PR300005	RV FWY-HYB	30.00	15.00	2.00	30.00
	PR300010	RV DRIVER	38.00	19.00	17.00	323.00
	PR300011	RV FWY-HYB	34.00	17.00	6.00	102.00
<b>head covers Total</b>			<b>200.00</b>	<b>100.00</b>	<b>75.00</b>	<b>1,319.00</b>
Ladies	CA307002	RV LW 2017	62.00	31.00	2.00	62.00
	CA307003	RV CALL LADIES	51.00	25.50	1.00	25.50
	CA307013	RV LADIES POLO	47.00	23.00	3.00	69.00
	CA307015	RV LADIES FASHION	59.00	29.50	7.00	206.50
	CA307017	RV LADIES BASIC	44.00	22.00	6.00	132.00
	CA307022	RV CALL LADIES	68.00	34.00	1.00	34.00
	LW307004	RV LW LADIES	67.00	33.50	2.00	67.00
	LW307006	RV LW TEE	42.00	21.00	2.00	42.00
	LW307009	RV LW VEST	78.00	39.00	1.00	39.00
LW307015	RV LW VANDAL	58.00	29.00	6.00	174.00	
<b>Ladies Total</b>			<b>576.00</b>	<b>287.50</b>	<b>31.00</b>	<b>851.00</b>
outerwear	CA307015	RV CALL JKT	65.00	32.50	1.00	32.50
	CA307025	RV CALL JKT	125.00	62.50	1.00	62.50
	CA307029	RV CALL WS	70.00	35.00	1.00	35.00
	CU307006	RV CBUCK JKT	150.00	75.00	2.00	150.00
	GE307007	RV GEAR RV SS	52.00	26.00	11.00	286.00
	LW307001	RV LW PULLOVER	72.00	36.00	1.00	36.00
	LW307004	RV LW TOP	67.00	33.50	3.00	100.50

outerwear	LW307008	RV LW PULLOVER	69.00	34.50	2.00	69.00
	LW307009	RV LW ATLANTIS	78.00	39.00	7.00	273.00
	LW307015	RV LW VANDAL	58.00	29.00	12.00	348.00
	LW307016	RV LW HALO	89.00	44.50	3.00	133.50
	LW307017	RV LW THERMAL	79.00	39.50	1.00	39.50
<b>outerwear Total</b>			<b>974.00</b>	<b>487.00</b>	<b>45.00</b>	<b>1,565.50</b>
Polo/Tees	CA307001	RV CALL BASIC	47.00	23.50	6.00	141.00
	CA307006	RV CALL SPRING	55.00	27.50	5.00	137.50
	CA307010	RV CALL POLO	62.00	31.00	17.00	527.00
	CA307014	RV CALL MEN	53.00	26.50	1.00	26.50
	CA307015	RV CALL LS	59.00	29.50	3.00	88.50
	CA307019	RV CALL POLO	59.00	29.50	4.00	118.00
	CB307004	RV CB POLO	44.00	22.00	9.00	198.00
	CU307005	RV CB JKT	60.00	30.00	3.00	90.00
	GE307002	RV TEE	27.00	13.50	1.00	13.50
	GE307006	RV TEE	22.00	11.00	1.00	11.00
	LS307001	RV LS POLO	66.00	33.00	14.00	462.00
	LS307004	RV LS PULLOVER	75.00	37.50	3.00	112.50
	LS307008	RV LS JKT	95.00	47.50	1.00	47.50
	LS307009	RV LS WOVEN	70.00	35.00	1.00	35.00
	LS307010	RV LS JKT	105.00	52.50	1.00	52.50
	LW307003	RV BB TEE	28.00	14.00	19.00	266.00
	LW307004	RV LW POLO	67.00	33.50	10.00	335.00
	LW307006	RV LW LS	42.00	21.00	1.00	21.00
	LW307013	RV LS TEE	30.00	15.00	2.00	30.00
	LW307018	RV LS TEE	32.00	16.00	21.00	336.00
	TM307002	RV TM POLO	72.00	36.00	8.00	288.00
	TM307005	RV TM JKT	110.00	55.00	4.00	220.00
	UA307001	RV UA MEN	55.00	27.50	1.00	27.50
	UA307010	RV TEE	30.00	15.00	5.00	75.00
<b>Polo/Tees Total</b>			<b>1,365.00</b>	<b>682.50</b>	<b>141.00</b>	<b>3,659.00</b>
<b>Grand Total</b>			<b>5,477.88</b>	<b>3,208.00</b>	<b>658.00</b>	<b>12,313.00</b>

## EXHIBIT "A"

January 2012

City of Elko owned property inventory in the Golf Course Clubhouse lease area – January 2012

### Outdoor Area

- 1 Pepsi Cooler (outdoor patio bar)
- 1 Portable Air Compressor
- 1 Outdoor "snack bar"

### Indoor Concession Area

- 1 Bar excluding Video Gaming Machines
- 15 Bar Stools
- 6 Round Dining Tables
- 8 Square Dining Tables
- 80 Dining chairs
- 2 Fixed Bar Sinks (underneath and behind bar)
- 1 Ice Machine
- 1 Fixed Walk-in Cooler
- 1 Culligan Water Softener
- Cocktail Unit -5 sinks
- 3 Bar Height Pub Tables
- 13 Bar Stools
- 7 Stained Glass Bar Lights
- Wooden Shelves for Liquor Storage
- Ice Machine on Pepsi Machine
- 3 Vizio/36" LCD-HD Televisions
- Vizio/45" Plasma Television
- 2 Youth Chairs
- Inside Tables 48 X 30
- Outside Black Rod Iron Tables
- Outside Glass Round Tables
- Outside Picnic Plastic Tables
- 3 6' Buffet Tables Wooden
- 6 6' Buffet Tables Plastic
- 31 Colored Outside Chairs

### Kitchen Area

- 1 Wolf kitchen stove/grill with hood and Ansul fire extinguisher system
- 1 Wells Mfg. Model F-49 "deep fryer"
- 1 Wood frame "deep fryer" stand
- 1 Silver King sandwich station
- 1 Grey Pepsi cooler
- 1 Kitchen sink
- Perlick and Superior Coolers
- 4 Metal Shelving in Walk-in and Back Room
- True Refrigerator Model T49
- Superior Freezer 51"

**Kitchen Storage Area**

- Shelving in kitchen storage area
- 1 Water Heater

**Golf Bag Storage Area**

- Wood golf bag storage compartments
- 1 Wash sink
- 2 Wood workbenches
- Wood golf equipment/materials storage compartments

**Exterior Storage Rooms at Rear Entrance to Golf Bag Storage Area**

Shelving and brackets

**Pro Shop and Office Area**

- 1 File Cabinet (City ID tag #1004)
- 1 Office Desk (no longer needed by Golf Director, to be removed by Golf Superintendent)
- 1 Main frame computer stand
- 1 Book shelf

**EXHIBIT B**  
**(City of Elko Rules & Regulations)**

# Golf Course Rules & Regulations

## Purpose:

To set forth rules and regulations for the Ruby View Golf Course.

## Policy:

The City of Elko provides public golfing facilities at Ruby View Golf Course. To enhance the golfer's experience, provide rules for safe play and to maintain the quality and value of this City facility, the City Council have adopted the following rules and regulations for the Ruby View Golf Course.

### I. Reservations

- All tee time reservations shall be made through personnel employed by the Ruby View Golf Course Pro Shop.
- Tee time reservations may be made up to seven (7) days in advance.
- Preferential tee time reservations shall not be provided for any reason.
- Tee time reservations shall not be made for less than a party of two (2) golfers.
- Pets are not allowed on the golf course at any time. Children under 5 years of age are not allowed on the golf course.
- Open hours shall be set by the Golf Professional after consultation with the Golf Superintendent.
- Metal golf shoe spikes, non-golf cleats and shoes with lugged soles are not allowed on the golf course.
- Persons not golfing or not accompanying a golfer are not allowed on the golf course during the golf season.
- An 18-hole round of golf should take from 4 -4 1/2 hours to complete. Allow 13-14 minutes per hole to ensure a round in this time frame. Golfers may be required to speed up play at the direction of the Golf Marshal.
- All standards of golf etiquette shall be observed.

### II. Golf Cart Usage

- Golf carts must be kept 30 feet from all tees and greens unless on a designated cart path.
- Golf cart paths must be used where available.
- A maximum of 3 golf carts are allowed with any golfing party. Exception may be made by the Golf Professional.
- Any destructive behavior to the golf course and/or golf course equipment will result in immediate removal from the course and forfeiture of any fees paid.

### III. General

- The Golf Professional and Golf Marshal shall enforce all rules and regulations adopted by the City Council and shall have the authority to remove any players for violation. In such cases, any and all golfing fees may be forfeited, and golfing privileges may be revoked.

**Adopted by the Elko City Council November 2, 2000.**

**EXHIBIT C**  
**(Budget)**

Consolidated Course Statement

Income	January	February	March	April	May	June	July	August	September	October	November	December	Totals
Golf Income	\$0	\$0	\$215,500	\$152,750	\$45,000	\$55,600	\$55,600	\$55,600	\$55,600	\$35,350	\$0	\$0	\$671,000
F&B Income	\$0	\$0	\$9,400	\$20,900	\$35,000	\$45,000	\$45,000	\$43,000	\$39,200	\$25,200	\$0	\$0	\$262,700
Other Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Income</b>	<b>\$0</b>	<b>\$0</b>	<b>\$224,900</b>	<b>\$173,650</b>	<b>\$80,000</b>	<b>\$100,600</b>	<b>\$100,600</b>	<b>\$98,600</b>	<b>\$94,800</b>	<b>\$60,550</b>	<b>\$0</b>	<b>\$0</b>	<b>\$933,700</b>
Golf Expenses	\$3,857	\$3,857	\$9,772	\$10,046	\$10,889	\$12,389	\$10,889	\$10,889	\$10,889	\$10,669	\$3,882	\$3,857	\$101,883
F&B Expenses	\$0	\$0	\$8,670	\$14,880	\$15,649	\$17,119	\$16,249	\$16,249	\$16,249	\$14,136	\$0	\$0	\$119,199
G&A	\$10,450	\$10,500	\$16,750	\$12,300	\$12,250	\$17,300	\$12,250	\$12,300	\$17,250	\$12,300	\$11,250	\$10,800	\$155,700
COG'S Merchandise	\$0	\$0	\$1,218	\$1,453	\$1,798	\$1,798	\$1,798	\$1,798	\$1,798	\$683	\$0	\$0	\$12,340
COG'S F&B	\$0	\$0	\$2,535	\$6,345	\$9,775	\$11,425	\$11,725	\$10,775	\$9,550	\$8,585	\$0	\$0	\$70,715
<b>Total Expenses</b>	<b>\$14,307</b>	<b>\$14,357</b>	<b>\$38,945</b>	<b>\$45,024</b>	<b>\$50,360</b>	<b>\$60,030</b>	<b>\$52,910</b>	<b>\$52,010</b>	<b>\$55,735</b>	<b>\$46,372</b>	<b>\$15,132</b>	<b>\$14,657</b>	<b>\$459,838</b>
<b>NOI</b>	<b>-\$14,307</b>	<b>-\$14,357</b>	<b>\$185,955</b>	<b>\$128,626</b>	<b>\$29,640</b>	<b>\$40,570</b>	<b>\$47,690</b>	<b>\$46,590</b>	<b>\$39,065</b>	<b>\$14,178</b>	<b>-\$15,132</b>	<b>-\$14,657</b>	<b>\$473,862</b>

GL Account	Account	January	February	March	April	May	June	July	August	September	October	November	December	Totals
70103	Payroll	0	0	5,858	12,018	12,698	13,468	12,698	12,698	12,698	10,828	0	0	92,964
53900	Service Charge Income (grat)	0	0	0	0	0	0	0	0	0	0	0	0	0
71203	Payroll Taxes	0	0	762	1,562	1,651	1,751	1,651	1,651	1,651	1,408	0	0	12,085
71303	Worker's Comp													0
71303	Health Insurance													0
	Employee Benefits													0
71503	Education													0
71603	Uniforms			500										500
72103	Dues and Subscriptions													0
72203	Travel													0
72303	Meals and Entertainment													0
73003	Repairs and Maintenance			100	100	100	100	100	100	100	100			800
75103	Linens			200	200	200	200	200	200	200	200			1,600
76003	Supplies			500	600	600	1,200	1,200	1,200	1,200	1,200			7,700
76150	Small Appliances			25	25	25	25	25	25	25	25			200
76603	Equipment Rental			100	100	100	100	100	100	100	100			800
76803	Office Supplies			75	75	75	75	75	75	75	75			600
78303	Cash Over/Short													0
77003	Fixtures													0
78003	License & Reg			450										450
78650	Merchant Service Fee													0
76703	Computer Support			100	100	100	100	100	100	100	100			800
78830	Promotion				100	100	100	100	100	100	100			700
79400	Freight Expense													0
	Equipment													0
<b>Total Expenses</b>		<b>0</b>	<b>0</b>	<b>8,670</b>	<b>14,880</b>	<b>15,649</b>	<b>17,119</b>	<b>16,249</b>	<b>16,249</b>	<b>16,249</b>	<b>14,136</b>	<b>0</b>	<b>0</b>	<b>119,199</b>

Payroll Breakdown Dollars	January	February	March	April	May	June	July	August	September	October	November	December	Totals	
Lead Bartender	12	0	0	1,920	1,920	1,920	1,920	1,920	1,920	1,920	1,920	1,920	0	15,360
Chef	15	0	0	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	0	19,200
Cooks	12	0	0	1,920	1,920	1,920	1,920	1,920	1,920	1,920	1,920	1,920	0	15,360
Bartenders/Servers	9	0	0	1,360	2,040	2,040	2,040	2,040	2,040	2,040	2,040	2,040	0	13,600
Cleaning	9	0	0	1,440	1,440	1,440	1,440	1,440	1,440	1,440	1,440	1,440	0	10,080
Beverage Cart	9	0	0	1,440	1,440	1,440	1,440	1,440	1,440	1,440	1,440	1,440	0	9,360
Special Event Sales	\$20K	1,538	1,538	1,538	1,538	1,538	2,308	1,538	1,538	1,538	2,308	1,538	0	19,996
		\$1,538	\$1,538	\$5,858	\$12,018	\$12,698	\$13,468	\$12,698	\$12,698	\$12,698	\$10,828	\$1,538	\$1,538	\$99,116
<b>Payroll Breakdown Hours</b>														
Lead Bartender			160	160	160	160	160	160	160	160	160	160	0	1280
Chef			160	160	160	160	160	160	160	160	160	160	0	1280
Cooks			160	160	160	160	160	160	160	160	160	160	0	960
Bartenders/Servers			240	240	240	240	240	240	240	240	240	240	0	1600
Cleaning			160	160	160	160	160	160	160	160	160	160	0	1280

GL Account	Account	January	February	March	April	May	June	July	August	September	October	November	December	TOTALS
	70101 Payroll Taxes	3,077	3,077	6,277	7,815	8,437	8,437	8,437	8,437	8,437	8,437	8,437	8,437	101,883
	71201 Worker's Comp	400	400	816	1,016	1,097	1,097	1,097	1,097	1,097	1,086	400	400	76,940
	71301 Health Insurance	72	72	146	182	197	197	197	197	197	195	72	72	10,002
	Employee Benefits	308	308	308	308	308	308	308	308	308	308	308	308	3,996
	71501 Education													0
	71601 Uniforms			300										300
	72101 Dues and Subscriptions													0
	72201 Travel													0
	72301 Meals and Entertainment													0
	73001 Repairs and Maintenance			100	100	100	100	100	100	100	100	100	100	800
	76001 Supplies			200	500	500	500	500	500	500	500	500	500	3,700
	76200 Cart Repair and Maintenance			100	100	100	100	100	100	100	100	100	100	800
	76300 Auto Expense													0
	76500 Range Supplies			1,500										3,000
	76601 Equipment Rental													0
	76801 Office Supplies			25	25	150	150	150	150	150	25	25	25	850
	76901 Printing & Stationary													0
	78200 Postage & Delivery													0
	Merchant Service Fees													0
	75101 Cash Over/Short													0
	Promo													0
	79400 Freight Expense													0
	<b>TOTAL EXPENSES</b>	<b>3,857</b>	<b>3,857</b>	<b>9,772</b>	<b>10,046</b>	<b>10,889</b>	<b>12,389</b>	<b>10,889</b>	<b>10,889</b>	<b>10,889</b>	<b>10,669</b>	<b>3,882</b>	<b>3,857</b>	<b>101,883</b>

Payroll Breakdown Dollars	GL Account	Pay Rate												Totals	
		January	February	March	April	May	June	July	August	September	October	November	December		
Head Golf Professional/GM	540K	3,077	3,077	3,077	3,077	3,077	3,077	3,077	3,077	3,077	3,077	3,077	3,077	3,077	40,000
Assistant Golf Professional	11	0	0	1,760	1,760	1,760	1,760	1,760	1,760	1,760	1,760	1,760	1,760	14,080	
Outside Service	9	0	0	1,440	1,440	2,880	2,880	2,880	2,880	2,880	2,880	1,440	0	18,720	
Golf Shop Assistants	10	0	0	0	0	0	0	0	0	0	0	0	0	0	
Starter/Marshals	59/hr.	0	0	0	0	720	720	720	720	720	720	540	0	4,140	
		3,077	3,077	6,277	7,815	8,437	8,437	8,437	8,437	8,437	8,437	8,355	3,077	76,940	
Payroll Breakdown Hours		January	February	March	April	May	June	July	August	September	October	November	December	Totals	
Outside Service		0	0	160	160	320	320	320	320	320	160	0	0	2080	
Golf Shop Assistants		0	0	0	0	0	0	0	0	0	0	0	0	0	
Starter/Marshals		0	0	0	0	80	80	80	80	80	60	0	0	460	





Course: RUBY VIEW  
 Budget Year: 2021  
 Statement: F&B Income

Income-53000	Account	January	February	March	April	May	June	July	August	September	October	November	December	Totals
	53010 Food	0	0	3,000	8,000	12,000	14,000	16,000	13,000	12,000	13,000	0	0	91,000
	53021 Liquor	0	0	1,500	4,000	6,000	7,000	5,000	6,000	6,000	4,000	0	0	39,500
	53022 Beer	0	0	1,500	4,500	8,000	10,000	10,000	10,000	7,500	5,500	0	0	57,000
	53023 Wine	0	0	700	1,400	1,500	1,500	1,500	1,500	1,500	1,200	0	0	10,800
	53024 Non Alcoholic	0	0	1,200	1,500	2,500	2,500	2,500	2,500	2,200	1,500	0	0	16,400
	53050 Tobacco													0
	53900 Service Charge Income													0
	55150 Special Event Fees	0	0	1,500	1,500	5,000	10,000	10,000	10,000	10,000				48,000
	53000 Total F&B Income	0	0	9,400	20,900	35,000	45,000	45,000	43,000	39,200	25,200	0	0	262,700

COG's 63100 F&B														
	Account	January	February	March	April	May	June	July	August	September	October	November	December	Totals
	13310 Food	0	0	1,200	3,200	4,800	5,600	6,400	5,200	4,800	5,200	0	0	36,400
	13321 Liquor	0	0	375	1,000	1,500	1,750	1,250	1,500	1,500	1,000	0	0	9,875
	13322 Beer	0	0	450	1,350	2,400	3,000	3,000	3,000	2,250	1,650	0	0	17,100
	13323 Wine	0	0	210	420	450	450	450	450	450	360	0	0	3,240
	13324 Non Alcoholic	0	0	300	375	625	625	625	625	550	375	0	0	4,100
	13350 Tobacco	0	0	0	0	0	0	0	0	0	0	0	0	0
	Totals	0	0	2,535	6,345	9,775	11,425	11,725	10,775	9,550	8,585	0	0	70,715

CITY OF ELKO BILL DRAFT REQUEST

CITY OF ELKO CHARTER

The Charter of the City of Elko shall be amended as follows:

**Sec. 1.070 Appointive offices.**

1. The City Council shall appoint the following officers:
  - (a) City Clerk.
  - (b) City Attorney.
  - (c) Chief of Police.
  - (d) Municipal Judge(s), not to include ex officio judge(s) as permitted hereafter.
  - (e) Fire Chief.
  - (f) City Manager.
  - (g) City Engineer, who may be the City Manager.
2. The City Council may establish such other offices and appoint such other officers as it may deem necessary.

**Sec. 4.010 Municipal Courts.**

1. The municipal court must include at least one department. If there is more than one justice of the peace for Elko Township, the number of municipal court departments shall equal the number of justice courts. The City Council may, by resolution, expand the court to include additional departments as necessary.
2. Unless Elko Township justice(s) of the peace is/are the ex officio municipal judge(s) as provided in NRS 5.020(3), the City Council shall appoint the municipal judge(s) in the manner provided for other appointive officers of the city. The term of the municipal judge(s) shall be six years, to coincide with the term of the justice(s) of the peace of Elko Township. In the event of a vacancy in office for any reason, to include the death, retirement or removal from office of a municipal judge, the administrative judge (if any) shall choose a substitute judge to act in pending matters until the city council appoints a municipal judge to fill the vacancy or a new ex officio municipal judge is approved by the city council and sworn in to act as municipal judge. In the event there is no administrative judge at the time of the vacancy, the City Manager shall choose the substitute judge to act in pending matters until the city council appoints a municipal judge to fill the vacancy or a new ex officio municipal judge is approved by the city council and sworn in to act as municipal judge.
3. In the event of multiple departments of the municipal court, the respective departments of the municipal court shall be designated by letter, beginning with the letter "A," and proceeding in alphabetical order. A municipal judge shall be appointed for each department by letter.
4. The municipal court judge(s) shall have such power and jurisdiction as is prescribed by the Constitution of the State of Nevada and the provisions of Chapter 5 of the Nevada Revised Statutes, to the extent such provisions of Chapter 5 of the Nevada Revised Statutes are not inconsistent with this Charter.

**Sec. 4.020 Municipal judge(s); salary.** The salary of the municipal judges must be fixed by the City Council by resolution, may not be increased during the term of office except as may be provided in the resolution in effect at the time of taking office and shall be uniform for all departments of the municipal court.

**Sec. 4.030 Municipal judge(s); Administrative Judge.** If there is more than one municipal judge, the municipal judge who holds seniority in months of service in office may serve as the administrative judge. If he or she chooses not to serve as administrative judge, the municipal judge who next holds seniority in months in office may serve as the administrative judge. If two or more judges are equal in seniority and each wishes to serve as administrative judge, or if no judge wishes to serve as administrative judge, the mayor must choose the administrative judge. The administrative judge:

1. Shall establish and enforce administrative regulations and local rules for governing the affairs of the municipal court.
2. Is responsible for setting trial dates and other matters which pertain to the calendar of the court.
3. Shall prepare and submit annually a proposed budget to the City Council for the operation of the municipal court.
4. Shall perform such other administrative duties of the court as may be required by the City Council.
5. Shall appoint a pro tem judge from a list approved by the City Council by resolution to hear a matter if all judges of the municipal court are prevented from hearing the matter under the Nevada Code of Judicial Conduct or for any other reason.

**Sec. 4.040 Municipal Court: Court Administrator**

1. The administrative judge may appoint a court administrator and prescribe his or her duties. The City Council may appropriate the money for the salary of a court administrator.
2. The court administrator serves at the will of the administrative judge and may be removed without cause. A decision by the administrative judge to remove a court administrator is final. If a court administrator is removed, the money appropriated by the City Council for his or her salary and benefits reverts to the municipal general fund as soon as all payments of money previously committed have been made.

**Sec. 4.050 Municipal Court: Additional employees**

1. Each municipal judge may appoint, and prescribe the duties of, employees to assist in administering the affairs of the department presided over by that municipal judge, including, without limitation, marshals, clerks and interpreters. The administrative judge shall prescribe the salary of each such employee. The city council may appropriate the money for the salary of each such employee.
2. Each employee of the municipal court appointed pursuant to this section serves at the will of the municipal judge who appointed him or her, or the successor to that municipal judge, and may be removed without cause. A decision to remove such an employee is final. If an employee is removed, the money appropriated by the City Council for his or her salary and

benefits reverts to the municipal general fund as soon as all payments of money committed have been made.

**Sec. 4.060 Intermittent periods of incarceration.** If a municipal judge imposes a jail sentence, the municipal judge may order intermittent periods of incarceration so long as the entire sentence will be completed within 6 months from the date of sentence. The periods of incarceration may be varied from time to time, but the total time of incarceration may not be increased.

**Sec. 4.070 Disposition of fines.** All fines and forfeitures for the violation of ordinances shall be paid into the treasury of the city in the manner to be prescribed by ordinance.

Notes: The Nevada Constitution does not mention how a municipal judge shall be chosen. NRS 5.020 provides for election only, not appointment, of municipal court judges. Elko City Charter, Section 1.010.2 provides that the charter supersedes statute. General law cities may appoint judges. NRS 266.405. The City of Elko desires to provide for a judicial department that allows for multiple judges and appointed judges if the justices of the peace are not acting as ex officio municipal judges. Other Matters are provided concerning staffing in recognition of the separation of power of the judicial branch and to clarify authority of the Judge and City Council.