



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

PUBLIC MEETING NOTICE

The Elko City Council will meet in regular session on Tuesday, January 11, 2022 beginning at 4:00 P.M.–7:00 P.M., P.D.T. in the Council Chambers at Elko City Hall, 1751 College Avenue, Elko, Nevada, and by utilizing **GoToMeeting.com**

The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone at: **<https://global.gotomeeting.com/join/843133453>** You can also dial in using your phone at **United States: +1 (872) 240-3212** the Access Code is **843-133-453**

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

**ELKO CITY HALL
1751 College Avenue, Elko, NV 89801
Date/Time Posted: 8:30 a.m. P.D.T., Thursday, January 6, 2022**

Posted by: Kim Wilkinson, Administrative Assistant *Kim Wilkinson*

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

Dated this 6th day of January, 2022

NOTICE TO PERSONS WITH DISABILITIES

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

Curtis Calder
Curtis Calder, City Manager
Elko, Nevada

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.D.T., TUESDAY, JANUARY 11, 2022
ELKO CITY HALL, 1751 COLLEGE AVENUE, ELKO, NEVADA
HTTPS://GLOBAL.GOTOMEETING.COM/JOIN/843133453

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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

APPROVAL OF MINUTES: December 14, 2021 Regular Session

I. PRESENTATIONS

- A. Reading of a proclamation by the Mayor declaring the month of January 2022 as "National Radon Action Month," and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

II. CONSENT AGENDA

- A. Review, consideration, and possible approval of a List of Appraisers, recommended by the City Manager, for the purpose of conducting appraisals during the 2022 Calendar Year, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code Section 8-1-1 requires the City Manager or designee to compile and submit a List of Appraisers qualified to conduct business in the City of Elko to the City Council on or about January 1st of each year. The Planning Department has developed a list of qualified appraisers interested in conducting business with the City of Elko, and the City Manager has approved the list. CL

- B. Review, consideration, and possible approval for the Elko Police Department to accept an \$81,000.00 grant from the Justice Assistance Grant (JAG) program to assist with costs associated with digital forensics equipment, and matters related thereto. **FOR POSSIBLE ACTION**

- C. Review, consideration, and possible approval for the Elko Police Department to accept a \$27,000.00 grant from the Justice Assistance Grant (JAG) program to assist with costs associated with the operation of the Elko Combined Narcotics Unit, and matters related thereto. **FOR POSSIBLE ACTION**
- D. Review, consideration, and possible approval of the Motorola Solutions, Inc. Equipment Lease-Purchase Agreement #25207, and matters related thereto. **FOR POSSIBLE ACTION**

On November 23, 2021, the City Council approved the Financing Proposal and Shared Agency Agreement from Motorola Solutions, Inc. for Flex Records Management Software for the Elko Police Department, in the amount of \$258,915.76. Approval of the enclosed Agreement #25207 and subsequent City of Elko Resolution No. 02-22 finalizes the transaction. CC

III. PERSONNEL

- A. Election of Mayor Pro-Tempore, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Mayoral designation of City Council members to specific “Liaison” positions within the City of Elko, and matters related thereto. **NON ACTION BY COUNCIL REQUIRED**

- 1. Police Department Liaison
- 2. Public Works Department Liaison
- 3. Waterworks and Sewer Liaison
- 4. Fire Department Liaison
- 5. Airport and Public Property Liaison
- 6. Parks/Recreation Department Liaison
- 7. Building Department Liaison
- 8. Animal Shelter Liaison
- 9. Landfill Liaison
- 10. Redevelopment Advisory Council (Board Member)
- 11. Stormwater Advisory Board
- 12. ECVA (Board Member)
- 13. NNRDA (Board Member)
- 14. Elko County Commission Liaison
- 15. Elko County Water Planning Commission Liaison
- 16. Elko County Fair Board Liaison
- 17. Elko County Regional Transportation Commission (Board Member)
- 18. Elko County Debt Management Commission (Board Member)
- 19. Elko County Recreation Board (Board Member)
- 20. Arts and Culture Advisory Board
- 21. Other Departments Not Listed

IV. APPROPRIATIONS

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review and possible approval of Utility Refunds, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review and possible ratification of General Hand-Cut Checks, and matters related thereto. **FOR POSSIBLE ACTION**
- D. Review and possible approval of Print n' Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- E. Review, consideration, and possible action to award a bid for the City of Elko WRF Digester Improvements and Boiler Upgrade Project, and matters related thereto. **FOR POSSIBLE ACTION**

Council directed Staff to solicit bids for the WRF Digester Improvements and Boiler Upgrade Project on September 14, 2021. Bids were received on December 28^h and opened at 3:00 pm. S & S Mechanical was the lowest bid in the amount of \$646,000.00. There was a minor technical error in the bid item No.7 Unit Price written as \$9500.00. The unit price should have been \$19,000.00 to match the total cost written as \$19,000.00. This minor technical error did not change the total bid amount as it was written correctly. A Bid Tally Sheet has been provided. DJ

V. SUBDIVISIONS

- A. Review, consideration, and possible action to conditionally approve Parcel Map No. 2-21, filed by Lynn and Penny Forsberg, for the proposed division of approximately 0.988 acres of property into 2 lots for residential development within the R (Single-Family and Multiple-Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

The subject property is located on the south side of Fairway Drive between Hannah Drive and Keppler Drive (APN 001-553-009). The Parcel Map includes a Modification of Standards for the width of Parcel 2, requiring City Council approval. The Planning Commission considered this item on January 4, 2022, and took action to forward a recommendation to conditionally approve Parcel Map 2-21. MR

VI. NEW BUSINESS

- A. Review, consideration, and possible action to fill a vacancy on the Elko City Planning Commission, and matters related thereto. **FOR POSSIBLE ACTION**

City Council accepted a Letter of Resignation at their November 23, 2021. Staff conducted the standard recruitment process and has received one (1) letter of

interest to serve on the Planning Commission, copy of which is included in the packet.

- B. Review, consideration, and possible action to accept the 2022 Planning Commission Work Program, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission considered a draft 2022 Work Program at their meeting January 4, 2022. They took action to approve the Work Program and forward it to Council for acceptance. CL

- C. Review, consideration, and possible action to approve the Arts and Culture Board fundraising for the 2026 Sestercentennial Art Project utilizing the Flag Foundation and/or the Elko Art Foundation as fiscal agents, and matters related thereto. **FOR POSSIBLE ACTION**

The Arts and Culture Advisory Board would like to begin fundraising for the 2026 Sestercentennial Project. The project will be located near the existing flag on city owned property. SAW

- D. Review, consideration, and possible approval to request appraisal proposals from the three appraisers presented by Union Pacific Railroad, and matters related thereto. **FOR POSSIBLE ACTION**

An appraiser is to be jointly selected by the City of Elko and Union Pacific Railroad pursuant to the Appraisal Agreement dated November 1, 2021. Union Pacific has provided a list of their approved appraisers, which are all included on the City of Elko's Appraiser List. SAW

- E. Review, consideration, and possible approval of a Reimbursement Agreement for Preliminary Engineering Services with the Union Pacific Railroad Company, for design of a pedestrian crossing along Hot Springs Road at the existing railroad tracks, and matters related thereto. **FOR POSSIBLE ACTION**

The City Engineering Department has been tasked with designing a pedestrian crossing across the railroad tracks at Hot Springs Road. The Union Pacific Railroad Company requires that all new construction be coordinated through their engineering consultant, per this reimbursement agreement. The estimated cost for this preliminary engineering design assistance is \$25,000. BT

- F. Review, consideration, and possible approval of the Second Amendment to Agreement to Install Improvements and Provide Maintenance Guaranty with Copper Trails, LLC for Phase 2, Unit 1 of the Copper Trails Subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

As required by Elko City Code 3-3-21, the City and Copper Trails, LLC entered into an agreement to install improvements for Phase 2, Unit 1 of the Copper Trails Subdivision on July 23, 2019. Section 1F of the Performance Agreement allows for

a 12-month extension upon approval of the City Council. A six-month extension by means of a first amendment to the agreement was granted by the City at their July 13th meeting. The agreement, as amended, is now set to expire on January 23, 2022. Copper Trails, LLC has determined that they will not be able to complete the subdivision improvements before this expiration date and has requested another six-month extension, which would require a second amendment to the agreement.

Section 1F of the Performance Agreement outlines the requirements for the City Council to approve an extension. These include: 1) the developer has satisfactorily performed its duties under the agreement to date, 2) the developer has diligently and in good faith attempted to complete the work but has been unable to do so due to events beyond the developer's control, and 3) the Maintenance Guarantee has been provided to the City. MR

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

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

VII. RESOLUTIONS AND ORDINANCES

- A. Review, consideration, and possible approval of Resolution No. 01-22, a Resolution and Order providing for the Elko City General Election to be held November 8, 2022, and matters related thereto. **FOR POSSIBLE ACTION**

The Elko City Council will have one (1) Mayor position and two (2) City Councilmember positions available for the election to be held November 8, 2022. The City Election shall be governed by and conducted in accordance with the Elko City Charter, Title 1 Chapter 5 of the Elko City Code, and all applicable laws of Nevada. Candidates for office may declare their candidacy at the Elko City Clerk's office March 7 – March 18, 2022. KW

- B. Review, consideration, and possible approval of Resolution No. 02-22, a Resolution determining the need exists to acquire the Motorola Solutions Flex Records Management Software for the Elko Police Department, and matters related thereto. **FOR POSSIBLE ACTION**

A copy of the proposed Resolution has been included in the agenda packet for review. CC

VIII. PETITIONS, APPEALS, AND COMMUNICATIONS

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

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

IX. 5:30 P.M. PUBLIC HEARINGS

- A. Second reading, public hearing, and possible adoption of Ordinance No. 866, an ordinance adopting a change in zoning district boundaries from R to C – General Commercial for a portion of APN 001-560-003 and processed as Rezone 1-21, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission held a public hearing on December 6, 2021, and took action to forward a recommendation to Council to adopt an ordinance, which approves the zoning district boundary amendment. City Council held the first reading of Ordinance No. 866 on December 14, 2021, and set the matter for second reading and public hearing. CL

- B. Second reading, public hearing, and possible adoption of Ordinance No. 867, an ordinance adopting a change in zoning district boundaries from G1 to C – General Commercial for APN 001-335-001 and processed as Rezone 2-21, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission held a public hearing on December 6, 2021, and took action to forward a recommendation to Council to adopt an ordinance, which approves the zoning district boundary amendment. City Council held the first reading of Ordinance No. 867 on December 14, 2021, and set the matter for second reading and public hearing. CL

X. REPORTS

- A. Mayor and City Council
B. City Manager – Animal Shelter Update
C. Assistant City Manager
D. Utilities Director
E. Public Works – Snow and Ice Control Update
F. Airport Manager

- G. City Attorney
- H. Fire Chief
- I. Police Chief
- J. City Clerk
- K. City Planner
- L. Development Manager- Quarterly Code Enforcement Report 9/21–12/21
- M. Financial Services Director – ARPA Update
- N. Parks and Recreation Director – SnoBowl Update
- O. Civil Engineer
- P. Building Official

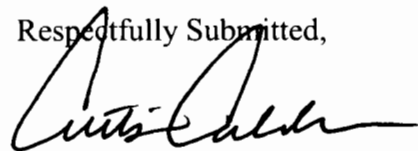
COMMENTS BY THE GENERAL PUBLIC

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

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

ADJOURNMENT

Respectfully Submitted,



Curtis Calder
City Manager

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

SS December 14, 2021

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 PM, Tuesday, December 14, 2021. The meeting was held in the council chambers, 1751 College Ave., Elko and via GoTo Meeting.

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

I. CALL TO ORDER

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

II. ROLL CALL

Present:

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

City Staff Present:

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

III. PLEDGE OF ALLEGANCE

IV. COMMENTS BY THE GENERAL PUBLIC

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

There were no public comments.

V. APPROVAL OF MINUTES

V.A. Approval of November 23, 2021 Regular Session Minutes

The minutes were approved by general consent.

VI. PRESENTATION

VI.A. Presentation of a retirement plaque for Fire Chief Matt Griego, and matters related thereto. **FOR POSSIBLE ACTION**

Mayor Keener said a few words about how much Matt Griego will be missed. All councilmembers thanked him for his many years of service and wished him good luck in the future.

Curtis Calder, City Manager, wished him luck. Matt is the third Fire Chief he has had the pleasure of working with. Jack will be No. 4.

Scott Wilkinson, Assistant City Manager, said he has enjoyed working with Matt.

Dave Stanton, City Attorney, said a few words in appreciation and how much he will be missed.

Jan Baum, Financial Services Director, said she appreciated getting to know him.

Robert Lino, Fire Volunteer, said he started as a volunteer when Matt was a volunteer. He learned a lot from Matt and thanked him for his time and service.

Ray Mowrey, Fire Captain, said it will be a different world without Matt and wished him a great retirement.

Jack Snyder, Deputy Fire Chief, thanked him for showing him everything.

Mayor Keener presented Matt Griego with a retirement plaque.

Matt Griego, Fire Chief, spoke about his career in the Fire Department. It has been a joy to work here. He is looking forward to going on some adventures with his wife.

VII. PERSONNEL

VII.A. Employee Introductions:

Employee Introductions:

- 1.) Brian Olvera, Patrol Officer II, Police Department

Present and introduced.

VI. PRESENTATION (Cont.)

VI.B. Presentation by Christina Bailey, Senior Government Strategy Advisor, NV Energy, regarding the conveyance of decorative streetlights to the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

Christina Bailey, Senior Government Strategy Advisory, NV Energy, introduced Josh Carson to give the presentation (Exhibit "A").

Josh Carson, NV Energy, said the City currently owns a majority of the lights in the downtown corridor. NV Energy is no longer going to be supporting new decorative lighting across Northern Nevada. The lights are obsolete and they can't get parts for them anymore. The conveyance would come at no cost to the City and allows the City of Elko to maintain the lighting to City standards. He discussed metered service to the lights.

Mayor Keener asked in connecting them to the meter, would that be a separate charge the city would have to pay.

Mr. Carson answered there is no cost to establish a new meter but there would be cost in tying them into the meter.

Dick Campbell from NV Energy indicated the LED fixtures have a longer life and one failure point appears to be lightning strikes. A replacement globe is roughly \$3,200 and they have arms on order.

Dennis Strickland, Public Works Director, said this is the first time he has seen these figures. He was pleased to hear the broken parts were on order. It would take one lightning strike to take out those lights again and the City would be on the hook for a very expensive repair. He requested this be tabled for now so they could look at the numbers a bit more and get a better idea of what we are getting into.

Mayor Keener thanked NV Energy for their time spent on this. Let's see if we could get together with staff to work something out.

NO ACTION

VIII. APPROPRIATION

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

**** A motion was made by Council Member Simons, seconded by Council Member Puccinelli to approve the regular warrants in the amount \$1,418,023.63**

The motion passed unanimously. (5-0)

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

**** A motion was made by Council Member Simons, seconded by Council Member Stone to approve Utility Refunds in the amount of \$249.07.**

The motion passed unanimously. (5-0)

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

**** A motion was made by Council Member Morris, seconded by Council Member Puccinelli to approve General Hand-Cut checks in the amount of \$228,784.74.**

The motion passed unanimously. (5-0)

VIII.D. Review and possible approval of Print n' Copy Warrants, and matters related thereto. FOR POSSIBLE ACTION

**** A motion was made by Council Member Simons, seconded by Council Member Morris to approve Print 'N Copy warrants in the amount of \$15.09.**

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

VIII.E. Review, consideration, and possible authorization for Staff to purchase a new Crafcro Crack Sealer SuperShot 250D Trailer from Construction Sealants & Supply through Sourcewell Purchasing in the amount of \$66,724.64, and matters related thereto. FOR POSSIBLE ACTION

Dennis Strickland, Public Works Director, explained some funding was freed up. Thanks to Sourcewell, they do not need to go out to bid and the old machine will go out to auction.

**** A motion was made by Council Member Simons, seconded by Council Member Morris to authorize staff to purchase a new Crafcro Crack Sealer SuperShot 250D Trailer through Sourcewell Purchasing in the amount of \$66,724.64.**

The motion passed unanimously. (5-0)

VIII.F. Review, consideration, and possible final acceptance of the contract for the construction of curb, gutter, sidewalk, and paving on Jennings Way, and matters related thereto. FOR POSSIBLE ACTION

Mr. Strickland thanked Mr. Thibault for his help on this project. On this project we had a homeowner that was positively impacted by this project. There was some additional paving added to the project. The contractors did a great job.

**** A motion was made by Council Member Stone, seconded by Council Member Morris to approve final acceptance of the construction of curb, gutter, sidewalk and paving on Jennings Way in the amount of \$245,503.86.**

The motion passed unanimously. (5-0)

VIII.G. Review, consideration, and possible final acceptance of the construction of VFW Drive Construction Project, and matters related thereto. **FOR POSSIBLE ACTION**

Mr. Strickland recognized Mr. Thibault for his design work. The additional work was due to some items that were missed in the design, at no fault to Mr. Thibault. The road looks very nice.

Mayor Keener thought it was a wonderful improvement to what was there before.

**** A motion was made by Council Member Morris, seconded by Council Member Simons to approve final acceptance of the VFW Drive Construction Project in the amount of \$448,574.98.**

The motion passed unanimously. (5-0)

IX. SUBDIVISION

IX.A. Review, consideration, and possible approval of Final Map No. 5-21, filed by Bailey and Associates, LLC, for the development of a subdivision entitled Cedar Estates Phase 3 involving the proposed division of approximately 7.31 acres of property into 34 lots for residential development within the RMH (Residential Mobile Home) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

Michele Rambo, Development Manager, explained this is the final map. The tentative map was approved earlier this year. Nothing has changed since then. She recommended conditional approval.

Mayor Keener asked when you look at the site plan, the grey area in front is a driveway?

Ms. Rambo answered yes.

Mayor Keener asked if they are required to have an awning for parking?

Ms. Rambo answered no.

Scott Wilkinson, Assistant City Manager, asked Ms. Rambo if this is a manufactured home subdivision.

Ms. Rambo answered it is manufactured.

Sheldon Hetzel, Bailey Homes, thanked City Staff for a productive year. They have been professional and helpful.

**** A motion was made by Council Member Stone, seconded by Council Member Simons to conditionally approve Final Map 5-21 for the Cedar Estates Phase 3 subdivision subject to the findings and conditions as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

X. NEW BUSINESS

X.A. Review, consideration, and possible approval of Revocable Permit No. 5-21, filed by Walsh Properties LLC, to occupy a portion of Silver Street Right-of-Way to accommodate existing off-street parking, landscaping and sign, located generally south of the intersection of Silver Street and 2nd Street, and matters related thereto. **FOR POSSIBLE ACTION**

Cathy Laughlin, City Planner, explained this parcel used to be Ruby Mountain Chiropractor Office. It has a small limited amount of parking. They are requesting a zone amendment on the property that would also require this revocable permit for the parking and sign. Legal counsel has reviewed this.

**** A motion was made by Council Member Stone, seconded by Council Member Simons to approve Revocable Permit No. 5-21 as recommended by Planning Commission subject to the execution of a standard license agreement between the applicant and the City of Elko.**

The motion passed unanimously. (5-0)

X.B. Review, consideration, and possible approval of a Deed of Dedication for a Public Utility Easement, on City owned property, APN 001-860-001, and matters related thereto. **FOR POSSIBLE ACTION**

Bob Thibault, Civil Engineer, stated the easement location has been approved and offered to answer any questions.

**** A motion was made by Council Member Simons, seconded by Council Member Puccinelli to approve the Deed of Dedication for a Public Utility Easement on City owned property, APN 001-860-001.**

The motion passed unanimously. (5-0)

X.C. Review and consideration to initiate an ordinance to review and revise Title Five Chapter 3: Animal and Fowl of the Elko City Code, and matter related thereto. **FOR POSSIBLE ACTION**

Kelly Wooldridge, City Clerk, explained the Animal Code had not been changed for many years. Officer Litchfield asked that some things be changed for clarity and Karen Walther, Animal Shelter Manager, asked for some changes too. It may take a bit to do this but she hoped to have this on the agenda for first reading in the new year.

Officer Litchfield, Animal Control, said she noticed the number of animals the public is allowed to have was not clear in the code. There was nothing for breeders or other special permits. She wanted to clarify the code in order to enforce it. She was having a hard time getting people to comply with code. A lot of the public think they can have 6 animals but our code actually says you can have 3 dogs or 3 cats. It says nothing about a mix of the animals or the total allowed.

Councilman Morris thought the code predated him.

Ms. Wooldridge stated the code was originated in 1974. There were a couple of ordinances that changed it but it is dated.

Curtis Calder, City Manager, said the Animal Shelter used to be under the Police Department and the code was written in that manner. The shelter manager reports to himself, the City Manager. We have been considering updating the code for many years. He was in favor of initiating this change.

**** A motion was made by Council Member Simons, seconded by Council Member Stone to approve the initiation of an ordinance to revise Title V, Chapter 3 of the Elko City Code.**

The motion passed unanimously. (5-0)

X.D. Review, consideration, and possible action to approve an Inter-Local Agreement between the City and Elko County to allow each jurisdiction to issue building permits, conduct inspections, and perform plan review for County or City Projects located in the other entities jurisdiction, and matters related thereto. **FOR POSSIBLE ACTION**

Jeff Ford, Building Official, said he was in support of this. This came about because of the Child Advocacy Center that is coming up. This is for the building permit only.

Scott Wilkinson, Assistant City Manager, said the term in the agreement is for ten years. There will be some benefit to us with this agreement whenever we do improvements in areas that are regulated by the County, such as the SnoBowl.

Mayor Keener called for public comment without a response.

**** A motion was made by Council Member Puccinelli, seconded by Council Member Morris to approve an Inter-Local Agreement between the City and Elko County to allow each jurisdiction to issue building permits, conduct inspections, and perform plan reviews for County or City Projects located in the other entity's jurisdiction.**

The motion passed unanimously. (5-0)

XII. PETITIONS, APPEALS AND COMMUNICATIONS

XII.A. Review and consideration of a non-binding agreement between the City of Elko and Elko County to explore the concept of forming a district health department, and matters related thereto. **FOR POSSIBLE ACTION**

Curtis Calder, City Manager, said the letter summed up the request. He turned it over to Abby to explain what they are doing at the County.

Abby Wheeler, Elko County Transit Coordinator, said she was asked to work on this earlier this year. They had some funding come up that would allow them to have some staff to do the footwork to create a business model. Public health covers a large spectrum of services.

Mirena Works, Elko County, said they are looking at this to see if this is feasible.

Mayor Keener asked how this would affect Dr. Putnum.

Ms. Works answered this would help him and support him.

Mayor Keener asked if this would make us more autonomous.

Ms. Works answered yes.

Councilman Stone asked if the state would still be involved with health inspections if we went through with this.

Ms. Wheeler answered if we became our own authority, the county would then take it all over.

Councilman Stone asked if we will be asked for funding.

Ms. Wheeler answered all participants in the district would be asked to help with funding.

Mayor Keener read a letter into the record from Lee Hoffman, 1085 Barrington Ave., Elko (Exhibit "B").

Ms. Wheeler said she respects Mr. Hoffman and his opinions and agrees that these can be challenging topics. The bureaucracy is there, but do we want it at the state level or here, locally. The money is already being allocated to the services.

Councilwoman Simons thought bringing things local from the state is a great idea but she was worried there are things the state does that we don't need to do. Now we will have to use our funds for this.

Ms. Works said some money will come back to the County that is being paid to the State for these services.

Dave Stanton asked why the City Manager needed to sign the letter. Is this letter needed for the grant or is there some other reason.

Ms. Works answered the letter is not used for the grant. They are using the same pattern being used in other counties. It is just really to put it out in the open and let everyone know what we are doing.

Keith Clark, 169 Rocking Chair Road, Pleasant Valley, said he was present from the School of Medicine. One of the things we say in rural health is that it is kind of like dying of hypothermia. You die from your appendages out. When things need to be cut, it is easier to cut from people you don't know. That is one of the challenges we have. We are talking about quality of life and health. We aren't just talking about another bureaucracy. We have no public nurse. We have one of the largest counties in the nation (geographically). Healthcare should be local. All this grant is doing is to have someone look at that. He consults with hospitals to try to get healthcare workers to come to Nevada. It's tough because of the quality of life in rural areas.

Mayor Keener asked for Mr. Calder's thoughts on this.

Curtis Calder, City Manager, said he thought it was worth studying. There a lot of health needs that are not being met in rural Nevada.

Mayor Keener said he was a no on this but now he thinks he is in the yes column.

Councilman Stone said he is more to the no. He has no problem with studying it but wants to know what's going to happen further down the road. He wants more information regarding the costs.

**** A motion was made by Council Member Simons, seconded by Council Member Puccinelli to direct the City Manager to sign the letter that is a non-binding agreement between the City and the County to explore the concept of forming a District Health Department.**

The motion passed unanimously. (5-0)

X. NEW BUSINESS (Cont.)

X.G. Review, consideration, and possible action to approve an Agreement to Share Appraisal Cost between the City and Union Pacific Railroad (UPRR) relating to the possible acquisition of approximately 78.253 acres, and matters related thereto. **FOR POSSIBLE ACTION**

Scott Wilkinson, Assistant City Manager, explained that both parties would jointly select a qualified appraiser. If this is approved, we would send our list of approved list of appraisers and then the City would handle the interaction with the appraiser. Union Pacific has already executed this agreement which is included in the packet.

Mayor Keener asked when this was appraised in 2007, did they have any concerns with Tessler's appraisal?

Curtis Calder answered no. Mr. Tessler passed away but his appraisal can be used in a new appraisal as a starting point. It is a very complicated appraisal.

Burt Gurr, Realtor, thought this was a good idea and we will be getting rid of some blight. He cautioned signing the contract for sale and purchase until after the appraisal.

**** A motion was made by Council Member Stone, seconded by Council Member Simons to approve the Agreement to Share Appraisal Cost with UPRR and direct the Mayor to execute the agreement on behalf of the City.**

The motion passed unanimously. (5-0)

X.I. Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Cedar Estates Phase 3 Subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Michele Rambo, Development Manager, explained this is the performance agreement that goes along with the Final Map the Council saw earlier. It has been reviewed by legal and the applicant.

**** A motion was made by Council Member Stone, seconded by Council Member Morris to approve the Performance/Maintenance Agreement for subdivision improvements associated with the Cedar Estates Phase 3 subdivision and require that the developer enter into the agreement within 30 days.**

XII. PETITIONS, APPEALS AND COMMUNICATIONS (Cont.)

XII.B. Review and consideration of a request from Travis Shumway, owner of the Double Dice RV Park regarding an extension of time to install a Reduced Pressure Backflow Assembly in order to prevent termination of water service on 12-22-2021, and matters related thereto. **FOR POSSIBLE ACTION**

Mr. Shumway purchased the Double Dice RV Park and applied for a Business License, which triggered City inspections of the property. During the inspection it was noted the RV Park did not have a Reduced Pressure Backflow Assembly required by City Code 9-1-16 Cross-Connection and NAC 445A.67195 Cross-Connection and backflow minimum types of protection for particular service connections. Mr. Shumway was notified by City Staff of the deficiency and allowed to obtain his business license as long as he was moving forward with a plan to install the required backflow device. Mr. Shumway is requesting an extension of time to install the backflow device as he works through things with the previous property owner, and determines who is responsible for installation of the backflow device.

Travis Shumway said he had no idea that this was an issue. This business had been renewing their business license for many years without doing this. They are requesting an extension on this in order to prevent shutting down their water and therefore shutting down their business.

Mayor Keener asked if this was disclosed to them that this was required.

Mr. Shumway answered no. They are trying to understand why the business was allowed to continue without installing this for so many years. They don't want their business shut down because they don't have water.

Mayor Keener said this is a State requirement that is driving this improvement.

Dale Johnson, Utilities Director, said he has spoken to Mr. Shumway over the last several weeks. A contractor reached out to him this afternoon asking questions related to getting this installed.

Mayor Keener said there was some correspondence from the previous property owners. Was that shared with Mr. Shumway.

Dale Johnson answered yes, it was.

Scott Wilkinson, Assistant City Manager, questioned the timeline for the extension. He wondered if 60-days would be enough.

Mayor Keener made a suggestion of 90-days extension with an update at each Council Meeting to be provided by Mr. Johnson. He didn't want Mr. Johnson going after the information but wanted Mr. Shumway to give the update to Mr. Johnson prior to each meeting. Mr. Shumway agreed.

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli to grant MR. Shumway/Double Dice RV Park, and extension to install said backflow valve of 90 days, to give us an update at each Council Meeting to know how the progress is going. Mr. Shumway to proactively provide Mr. Johnson an update.**

Mr. Shumway wondered, if this is a State requirement, how was the previous owner able to run the business for decades without having to install this backflow device. He has spoken to Mr. Johnson about this and understands where he comes from.

Mr. Johnson said our Environmental Coordinator reaches out to businesses we know do not have backflows and sends them letters. We try to tie these to new business inspections because they all need to get inspections in order to open.

Mr. Wilkinson said when this State law came into effect, we had a lot of non-conformance issues across the community. These are bigger issues for some property owners than others. These can be expensive. We have several trailer parks that were affected. We don't have an army of staff to go out and identify all these issues.

Mr. Johnson said a lot of it is based on the degree of hazard to the customers.

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

X. NEW BUSINESS (Cont.)

X.M. Review, consideration, and possible approval of a consulting agreement between the City of Elko and Airplanners, LLC, for the purpose of providing air service management and development tasks on behalf of the City, and matters related thereto. **FOR POSSIBLE ACTION**

Curtis Calder, City Manager, said this hit us so quickly and that is why it is on this agenda. There was a meeting with SkyWest last week to discuss this matter. We are one of many communities that SkyWest serves in an At-Risk Capacity. Due to pressures from other contractual relationships, crew shortages, fuel prices, and a lot of different issues that have all been exacerbated by the pandemic, they are looking at all of their At-Risk routes. Airplanners is on the phone and will answer any questions. They do a lot of work in Colorado and have been successful in their efforts. He recommended entering into this agreement because they need the agreement with SkyWest buttoned up and ready for the January 11 Council Meeting.

Bill Tomcich, Airplanners, spoke about his company and what they would be doing.

Mayor Keener felt this was needed and important.

Jim Foster, Airport manager, said we are not alone in this. He spoke with the Pocatello Airport. The same thing is happening to small airports across the country. He read an article that stated Delta is talking about leaving Grand Junction, CO too. Our service will be going down to one flight a day starting January 1st.

Councilman Puccinelli said he read a similar article. It talked about EAS (essential air service). Does that not apply here?

Curtis Calder answered. Over time a lot of those communities lost air service all together because there was no demand. Elko was never considered an EAS community. We would love to be an EAS community but the Federal Government has rolled that program back.

Mr. Tomcich said that program is on its way out.

Sheldon Mudd, Northeastern Nevada Regional Development Authority, said air service is crucial for economic development. NNRDA had about 8 solid leads for the year in 2009. This year we have 46. That is about a 475% increase in leads. They are looking for some assets such as the infrastructure, broadband service and air service. As we bring in companies to look at sites, they fly straight into Elko. Being able to tell prospects that we have air service is critical in order for us to be competitive against other communities.

Councilman Stone asked about the cost of the contract.

Mr. Calder answered the contract outlines a monthly retainer and bonuses.

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli to approve a consulting agreement between the City of Elko and Airplanners, LLC, for the purposes of providing air service management and development tasks on behalf of the City.**

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

XI. RESOLUTIONS AND ORDINANCES

XI.A. First reading of Ordinance No. 866 adopting a change in zoning district boundaries, and matters related thereto. FOR POSSIBLE ACTION

The Planning Commission held a public hearing on Rezone 1-21 at their meeting December 6, 2021. The Planning Commission recommended that the City Council adopt an ordinance which approves the zoning district boundary amendment from R to C – General Commercial for a portion of APN 001-560-003. CL

Cathy Laughlin, City Planner, explained the rezone. This is the existing McDonald's on Idaho Street. They plan on tearing that McDonald's down and building a new facility. There is a small section where there is a picnic area that is zoned R. This needed to be cleaned up in order to issue a new permit.

**** A motion was made by Council Member Morris, seconded by Council Member Puccinelli to conduct first reading of Ordinance No. 866 and direct staff to set the matter for second reading, public hearing and possible adoption.**

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

XI.B. First reading of Ordinance No. 867 adopting a change in zoning district boundaries, and matters related thereto. FOR POSSIBLE ACTION

The Planning Commission held a public hearing on Rezone 2-21 at their meeting December 6, 2021. The Planning Commission recommended that the City Council adopt an ordinance

which approves the zoning district boundary amendment from GI to C – General Commercial for APN 001-335-001. CL

Ms. Laughlin explained is the same property we saw the revocable permit for earlier. This will bring the property into conformance with our Master Plan Land Use.

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli to conduct first reading of Ordinance No. 867 and direct staff to set the matter for second reading, public hearing and possible adoption.**

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

X. NEW BUSINESS (Cont.)

X.E. Review, consideration, and possible approval for the Fire Department to apply for an Assistance to Firefighters Grant (AFG) through the Department of Homeland Security to purchase a Heavy Rescue Special Operations Vehicle, and matters related thereto. **FOR POSSIBLE ACTION**

Jack Snyder, Deputy Fire Chief, explained the grant and what they want to use it for.

Councilman Morris reminded Mr. Snyder that when they were discussing the purchase of a new ladder truck, he told Council they would not need any new vehicles for several years.

Mr. Snyder answered this isn't so much a need but rather a want. It is grant funded and if we are awarded it, this would be brought back to Council to make the decision if we would accept it.

Councilman Morris thought we would need to find a place to park it, then get more firemen to run it. He wanted to hold him to his statement that they won't need any new apparatus.

Mr. Snyder stated they would not need any more staff and they already have a place to store it. This would consolidate their equipment into one truck rather than several.

Councilman Stone said at this point, we are just looking at applying for the grant. If we get the grant we would be able to get rid of the other three.

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli to approve the Fire Department to apply for a Regional Assistance to Firefighters grant through the Federal Emergency Management Agency Assistance to Firefighters Grant for a Heavy Rescue Specialty Operations Vehicle.**

The motion passed. (3-1 Councilwoman Simons was absent and Councilman Morris voted against.)

X.F. Review, consideration, and possible approval for the Fire Department to apply for an Assistance to Firefighters Grant (AFG) through the Department of Homeland Security for Mobile radio and mobile repeater communication devices, and matters related thereto. **FOR POSSIBLE ACTION**

Mr. Snyder explained this is another grant we have put in for the last couple of years and we have not been successful. This will enhance the mobile radios inside the vehicles. The mobile repeaters will be installed inside the vehicles.

Chief Trouten said the older radios just don't get out due to interference with the towers.

Mayor Keener called for public comment without a response.

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli for approval for the Fire Department to apply for the Assistance to Firefighters grants for no more than \$50,000 through the Federal Emergency Management Agency Assistance to Firefighters Grant.**

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

X.H. Review, consideration, and possible action to approve a conditional Purchase and Sale Agreement between the City and Union Pacific Railroad (UPRR) for the possible acquisition of approximately 78.253 acres, subject to the completion of certain items prior to or at the time of closing, and matters related thereto. **FOR POSSIBLE ACTION**

Scott Wilkinson, Assistant City Manager, said he put some exhibits on the dais earlier (Exhibits "C" and "D"). The first shows both areas combined. It is also printed out larger than what was in the agreement. This shows where the areas are in relation to the RDA. We had talked about photos that show blight in the area. He did provide one photo that showed unpermitted uses that will continue until we can gain control of the property. The purchase/sale agreement, it is important that it get executed to move the process forward. We need to agree upon a sales price. There will be some use restrictions in both areas. We might be able to relax some of those use restrictions but UP maintains the entire approval or veto authority on the release of those restrictions. He spoke about appropriate uses of the property.

Mayor Keener asked if we are in the process of just doing the appraisal to determine if it is viable for us, what is the purpose of doing the full survey? Who would be doing the survey.

Mr. Wilkinson answered he has had some conversation with Mr. Thibault and they have reached out to Mr. Morley for the survey. That cost will be minimal.

Mayor Keener asked why it was necessary to do that again.

Mr. Wilkinson answered he didn't feel it was necessary but UP has requested it be done again.

Mayor Keener asked what was the deal with the fencing.

Mr. Wilkinson said UP would like to have that fencing installed and that the City maintain that fencing as a precaution. They fence their right-of-way. As this moves forward he envisions a non-disclosure agreement where they release all of their lease information on the property. Some of those leases could help fund the price of the property over time. We need to get the appraisal under our belt to move forward with this.

Mayor Keener thought we needed to do an environmental due diligence on this. Once we own this, that is it.

Dave Stanton, City Attorney, said that was right. We know about some issues and NDEP has been keeping an eye on it. There have been a number of borings and monitoring wells on the property. He knew of a number of problems on the properties. If anything was missed, it would be on us.

Mr. Wilkinson said NDEP required studies on known pollution. The City went through a Phase 1 process that showed some issues on the West side. NDEP conducted studies and a clean up that was discovered in that process. UP has its own consultants that do that work for them and they would be required to do some extensive work as part of their contracts.

Mr. Stanton stated that if anything is found after the city gains ownership, it will be on us. It is a risk but a lot of work has already been done.

Mayor Keener said he was supportive of this. He thanked Mr. Wilkinson and Mr. Stanton for all the work they have done on this. It will be a game-changer for this community.

**** A motion was made by Council Member Stone, seconded by Council Member Morris to approve the conditional Purchase and Sale Agreement with Union Pacific Railroad Company (UPRR) as presentd, subject to the following items, each of which must be completed, or approved or ratified by the City Council prior to closing:**

A: Agreement on the purchase price;

B: Completion of updated surveys for Area A and Area B, to be added as exhibits to the PSA at or prior to closing;

C: Completion of a feasibility study per the PSA;

D: Preparation of all conveyance documents by UPRR in a form satisfactory to the City, to include a quit claim deed and assignments of all leases and/or licenses, with rentals and license fees appropriately pro-rated;

E: Approval of the final PSA, including exhibits, by an authorized official on behalf of UPRR;

F: Receipt by the City of all governmental approvals required for the transaction per the PSA;

G: Authorization for the City to pay to UPRR the sum of \$36,675.82 at closing, without offset, for the removal of the Strong Licenses without further liability to the City; and,

H: Authorization for the City to pay to UPRR the sum of \$179,500 at closing, without offset, for the termination of the Clear Channel Agreement without further liability to the City.

All other terms and conditions set forth in the PSA shall remain the same at closing unless otherwise agreed in writing by the parties.

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

X.J. Review, consideration and possible authorization for Staff to solicit Requests for Qualifications from accounting firms to provide independent auditing services and to prepare the annual audit for the City of Elko for Fiscal Years beginning July 1, 2021 and ending June 30, 2026, and matters related thereto. **FOR POSSIBLE ACTION**

Jan Baum, Financial Services Director, explained we want to go out for proposals for our auditing services.

**** A motion was made by Council Member Morris, seconded by Council Member Puccinelli to authorize staff to solicit Requests for Qualifications for independent auditing services for a five-year period beginning July 1, 2021 and ending June 30, 2026.**

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

X.K. Review, consideration and possible approval of a Land Lease Agreement for Hangar (D4) with GBB EXPRESS P SERIES, LLC. and matters related thereto. **FOR POSSIBLE ACTION**

Jim Foster, Airport Manager, explained this is the third and final lease for this section of T-hangars.

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli to approve a Land Lease Agreement with GBB Express P Series, LLC for Hangar D4.**

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

X.L. Review, consideration and possible approval of Amendment # five (5) to Contract Dated February 26, 2019 Between Jviation, INC. and the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

Mr. Foster explained this is an amendment to their base contract to provide services for those three grants.

**** A motion was made by Council Member Stone, seconded by Council Member Puccinelli to approve the Amendment No. 5 to the contract between Jviation, Inc. and the City of Elko.**

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

XIII. REPORTS

XIII.A. Mayor and City Council

Mayor Keener asked if there was any word on the School Bond yet.

Kelly Wooldridge said she was going to look and get back to them on that.

Mayor Keener reported it was a good meeting with SkyWest and Jviation last week. He was sad to see Tera Hooiman leaving the Planning Commission. He asked if there had been any applications so far.

Cathy Laughlin said she has had some phone calls.

Mayor Keener reported it was a great Christmas Party last weekend. Also a great Going Away party for Chief Griego.

Councilman Stone said he ran into Dean Heller at the Snow Flake Festival on Saturday. He was here supporting the community.

Mayor Keener said there will be a swearing in of the new officer and encouraged Council to be there. He announced his intentions of filing for re-election next year.

XIII.B. City Manager

Curtis Calder thanked everyone that showed up to the Christmas Party and Matt's going away party. Since this is the last meeting of the year, he mentioned we had a good productive calendar year but with a lot of highs and lows. It was tough on staff. The workload was high and we got it done with limited resources. He thanked everyone and hoped they have a great Christmas and New Year.

XIII.C. Assistant City Manager

Scott Wilkinson reported he has been unsuccessful in securing an MOU for Cold Weather Events. We had two this year that expressed an interest. One responded that they weren't interested and we didn't get a response from the other one.

XIII.D. Utilities Director

No report

XIII.E. Public Works

Dennis Strickland reported the leaf collection ended a couple of weeks ago, 8,175 bags. He can't thank the part-time employees that collect those bags enough. Last Wednesday a signal pole was ripped down at I80 WB. Titan Electric temporarily fixed the issue in a timely manner. They will be here tomorrow to finish the repair. He wished everyone a safe and happy holiday season.

XIII.F. Airport Manager

Jim Foster reported Fernando Vargas' restaurant is opening tomorrow. The Grand Opening Event will be from 4pm to 8pm tomorrow, with a potential ribbon cutting at 6:30pm. We have been without a restaurant for a long time.

XIII.G. City Attorney

Dave Stanton said Merry Christmas and Happy New Year.

XIII.H. Fire Chief

Chief Griego wished everyone a Merry Christmas and Happy New Year.

XIII.I. Police Chief

Chief Trouten reported there was a Tik Tok Challenge that encouraged kids to skip school on December 17th, but it has morphed into going to school to shoot it up. We looked into this and there has been no such threat at any of our local school. We have had some calls come in regarding this. Merry Christmas and Happy New Year.

XIII.J. City Clerk

Mayor Keener asked if she had found anything on the School Board bonding.

Kelly Wooldridge answered she did not see anything about the School Board bonding. We may be able to go to our new agenda management system at the first meeting in January.

Mayor Keener said there was a request from the Elko Alzheimer's Group. Were we able to add those links to our website?

Ms. Wooldridge answered she will get it all finished up tomorrow.

XIII.K. City Planner

XIII.L. Development Manager

Mayor Keener asked if we could push her report to the next Council Meeting due to the late hour.

Michele Rambo agreed.

Kelly Wooldridge found an early, unofficial report, on the voting report. It has 40.2 % yes, 59.98 % no.

XIII.M. Financial Services Director

No report

XIII.N. Parks and Recreation Director

Curtis Calder said since it is snowing we are hoping we can get the SnoBowl opened up. This weekend is the trianing for the lift operators and the final cert on the lifts.

XIII.O. Civil Engineer

Bob Thibault reported FEMA is in the process of updating flood mapping. We are moving into a 90-day appeal period.

Mayor Keener said he heard from a Southside resident, since the work was done at the Sports Complex that there is water that is pooling up. Is that true.

Mr. Thibault wasn't sure where that might be but there is some pooling water along the river but it was there before the sports complex was completed.

XIII.P. Building Official

Absent

XIV. 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 noted it might be icy in the parking lot. Be safe driving home.

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

Mayor Reece Keener

Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Reading of a proclamation by the Mayor declaring the month of January 2022, as “National Radon Action Month,” and matters related thereto. INFORMATION ONLY – NON ACTION ITEM**
2. Meeting Date: **January 11, 2022**
3. Agenda Category: **PRESENTATION**
4. Time Required: **5 Minutes**
5. Background Information:
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Information Only – Non Action Item**
10. Prepared by: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Jim Schwarz, UNR**
jamesschwarz@unr.edu

**Chris Kelly, Program Officer
Nevada Radon Education Program
University of Nevada, Reno Extension
4955 Energy Way
Reno, NV 89802
chrisk@unr.edu**

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a List of Appraisers, recommended by the City Manager, for the purpose of conducting appraisals during the 2022 Calendar Year, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 11, 2022**
3. Agenda Category: **CONSENT AGENDA**
4. Time Required: **15 Minutes**
5. Background Information: **Elko City Code Section 8-1-1 requires the City Manager or designee to compile and submit a List of Appraisers qualified to conduct business in the City of Elko to the City Council on or about January 1st of each year. The Planning Department has developed a list of qualified appraisers interested in conducting business with the City of Elko, and the City Manager has approved the list. CL**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Planning Department memo dated January 3, 2022 and response from the City Manager.**
9. Recommended Motion: **Move to approve the appraiser list as recommended by the Planning Department to the City Manager**
10. Prepared by: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **City Manager**
12. Council Action:
13. Agenda Distribution:



CITY OF ELKO

Planning Department

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

Memorandum

To: Curtis Calder, City Manager
From: Shelby Knopp, Administrative Assistant
Re: 2022 Appraiser List
Date: January 3, 2022

The following list contains the updated names and contact information of those who are interested in doing appraisals for the City of Elko.

John S. Wright

1344 Disc Drive #460
Sparks, NV 89436
(775) 626-3993
john@jswanv.com

NV Cert. Gen. Appraiser No. A.0000191-CG

Jason Buckholz

6900 S. McCarran Boulevard, Suite 3000
Reno, NV 89509
(775) 823-6931
jason.buckholz@cbre.com

NV Cert. Gen. Appraiser No. A.0007369-CG

Tony Wren

P.O. Box 20867
Reno, Nevada 89515
(775) 329-4221
twrenmaisra@aol.com

NV Cert. Gen. Appraiser No. A.0000090-CG

Kurt L. Hardung

PO Box 19182
Reno, NV 89511
(775) 322-9977
klhardung@att.net

NV Cert. Gen. Appraiser No. A.0000033-CG

Joseph S. Campbell

PO Box 21453

Reno, NV 89515

(775) 786-7650

joe@appraisal.reno.nv.us

NV Cert. Gen. Appraiser No. A.0000019-CG

Matthew Lubawy

3034 S. Durango Dr. #100

Las Vegas, NV 89117

(702) 242-9369

mlubawy@valbridge.com

NV Cert. Gen. Appraiser No. A. 0000044-CG

Richard C. Smith

8725 S Eastern Ave #200-736

Las Vegas, NV 89213

(702) 933-6760

Rick.smith1@cbre.com

NV Cert. Gen. Appraiser No. A. 0000135-CG

Tyler Alan Free

1100 E 6600 S Suite 201

Salt Lake City, UT 84121

(801) 262-3388

tfree@valbridge.com

NV Cert. Gen. Appraiser No. A. 0207944-CG

Janelle R Wright

8001 Temptation Lane

Las Vegas, NV 89128

(775)762-9732

janelle@jswanv.com

NV Cert. Gen. Appraiser No. A. 0006967-CG

Gordon L. Garff

2654 W. Horizon Ridge Pkwy Suite# B5-226

Henderson, NV 89052

(702)808-6298

amprop@aol.com

NV Cert. Gen. Appraiser No. A. 0001097-CG

Mark E. Stafford
401 Ryland St. #100
Reno, NV 89502
(775) 750-9078
mark@staffordappraisal.org

NV Cert. Gen. Appraiser No. A. 0000178-CG

Evan A. Ranes
3960 Howard Hughes Parkway, Suite 150
Las Vegas, NV 89169
(702) 836-3749
Evan.ranes@colliers.com

NV Cert. Gen. Appraiser No. A. 0001497-CG

Charles E Jack IV
8367 West Flamingo Rd STE 200
Las Vegas, NV 89147
(702) 869-0442 Ext. 4480
cjack@irr.com

NV Cert. Gen. Appraiser No. A. 0000503-CG

George L. Wara
8367 W Flamingo Rd STE 200
Las Vegas, NV 89147
(702) 906-0482
gwara@irr.com

NV Cert. Gen. Appraiser No. A. 0206651-CG

Benjamin W. Gregg
5470 Kietzke Lane, STE 300
Reno, NV 89511
(775) 393-3113
ben.gregg@ngkf.com

NV Cert. Gen. Appraiser No. A.0205901-CG

Gary N. Hardy
3034 S Durango Dr., STE 100
Las Vegas, NV 89117
(702) 242-9369
ghardy@valbridge.com

NV Cert. Gen. Appraiser No. A.0207789-CG

Scott Q. Griffin

245 E Liberty Street, Ste 100
Reno, NV 89501
(775) 322-1155
sqg@jpgnv.com

NV Cert. Gen. Appraiser No. A.0003504-CG

Lyn C. Norberg

408 West Fourth Street
Carson City, NV 89703
(775) 883-6655
nv1761@aol.com

NV Cert. Gen Appraiser No. A.0000268-CG

Shannon S. Okada

(702) 308-4210
sokada@hvs.com

NV Cert. Gen. Appraiser No. A.0205620-CG

Bruce Hahn

Reno, NV
(925) 932-4044
bruce@brucehahn.com

NV Cert. Gen. Appraiser No. A.0208321-CG

Eric Anderson

Anderson Valuation Group
3140 S Rainbow Blvd, Ste 402
Las Vegas, NV 89146
(702) 307-0888
eric@andersonvaluationgroup.com

NV Cert. Gen. Appraiser No. A.0007691-CG

Shelby Knopp

From: Curtis Calder
Sent: Monday, January 3, 2022 11:11 AM
To: Shelby Knopp
Cc: Cathy Laughlin
Subject: Re: Annual Appraiser List Update

Shelby/Cathy,

I've reviewed the attached Appraiser's List for 2022 and offer no further revisions. It looks good and I would be happy to recommend the list for the Council's approval!

Curtis

From: Shelby Knopp <sknopp@elkocitynv.gov>
Sent: Monday, January 3, 2022 10:18 AM
To: Curtis Calder <ccalder@elkocitynv.gov>
Cc: Cathy Laughlin <claughlin@elkocitynv.gov>
Subject: Annual Appraiser List Update

Curtis,

I have attached the proposed Appraiser List for 2022. Per City Code Section 8-1-1 I need your approval and recommendation to the City Council to approve the list. If you could please reply with your approval or any changes you would like to be made.

The following changes have been made from the 2022 List:

- Added: Lyn C. Norberg, Shannon S. Okada, Bruce Hahn, and Eric Anderson
- Removed: Keith Harper, Lori Raugust, and Phillip B. Ware

Thank you!

Shelby Knopp

Administrative Assistant

City of Elko

Ph (775) 777-7160

FX (775) 777-7219

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval for the Elko Police Department to accept an \$81,000.00 grant from the Justice Assistance Grant (JAG) program to assist with costs associated with digital forensics equipment, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 11, 2022**
3. Agenda Category: **CONSENT ITEM**
4. Time Required: **5 Minutes**
5. Background Information:
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Recommend approval for the Elko Police Department to accept an \$81,000.00 grant from the Justice Assistance Grant (JAG) program for forensic computer and training. No match costs required.**
10. Prepared by: **Elko Police Chief Ty Trouten**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution: **N/A**

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval for the Elko Police Department to accept a \$27,000.00 grant from the Justice Assistance Grant (JAG) program to assist with costs associated with the operation of the Elko Combined Narcotics Unit, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 11, 2022**
3. Agenda Category: **CONSENT ITEM**
4. Time Required: **5 Minutes**
5. Background Information:
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Recommend approval for the Elko Police Department to accept a \$27,000.00 grant from the Justice Assistance Grant (JAG) program to assist with costs associated with the operation of the Elko Combined Narcotics Unit. No match costs required.**
10. Prepared by: **Elko Police Chief Ty Trouten**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution: **N/A**

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the Motorola Solutions, Inc. Equipment Lease-Purchase Agreement #25207, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 11, 2022**
3. Agenda Category: **CONSENT AGENDA**
4. Time Required: **5 Minutes**
5. Background Information: **On November 23, 2021, the City Council approved the Financing Proposal and Shared Agency Agreement from Motorola Solutions, Inc. for Flex Records Management Software for the Elko Police Department, in the amount of \$258,915.76. Approval of the enclosed Agreement #25207 and City of Elko Resolution No. 02-22 finalizes the transaction. CC**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Pleasure of the Council**
10. Prepared by: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:



January 5, 2022

CITY OF ELKO, NV

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be lease purchased from Motorola Solutions Inc. The interest rate and payment streams outlined in Equipment Lease Purchase Agreement #25207 are valid for contracts that are executed and returned on or before **January 20, 2022**. After **1/20/22**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Once complete, a set with **ORIGINAL "wet" signatures** should be returned to me at the address below:

Motorola Solutions Credit Company LLC
Attn: Paul Mecaskey / 44th Floor
500 W. Monroe
Chicago, IL 60661

To help expedite the order process & given the Covid-19 crisis, I can work off a scanned copy with the originals to follow. Please scan prior to mailing & keep a copy for your records.

Should you have any questions, please contact me at 847-538-3707.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Paul Mecaskey

LESSEE FACT SHEET

Please help Motorola Solutions Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address CITY OF ELKO, NV

Attention: _____
Phone: _____
2. Lessee County Location: _____
3. Federal Tax I.D. Number _____
4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address _____

E-mail: _____
Phone: _____
Fax: _____
7. Payment remit to address: **Motorola Solutions Credit Company LLC**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 25207

LESSEE:

CITY OF ELKO, NV
1751 College Ave
Elko, NV 89801

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment, software, upgrades of same, extended warranties and other support, and other personal property described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. (or one of its wholly owned subsidiaries) pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to promptly discontinue use of the Equipment, remove or delete any software which is part of the Equipment from all of Lessee's computers and electronic devices, and peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; (ix) Lessee will be the only entity to own, use and operate the Equipment

during the Lease Term; and (x) Lessee agrees that the Equipment shall be and remain personal property notwithstanding the manner in which the same may be attached or affixed to realty, and Lessee shall do all acts and enter into all agreements necessary to insure that the Equipment remains personal property.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; or (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the

Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling,

leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

18.1 PARTIAL PAYMENT/PURCHASE OPTION – GRANT FUNDING. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to make a partial payment against the Lease one time per calendar year at an amount no less than \$175,000.00 SO LONG AS SUCH PAYMENT IS BEING MADE FROM A FEDERAL GRANT FUNDING AWARD and upon Lessor's request, Lessee will provide Lessor certification of such. Application of said payment shall first be applied to accrued interest with the remainder going against the principal. Should Lessee make such payment, all remaining Lease Payments will be adjusted accordingly over the remainder of the Lease Term and Lessor shall provide to Lessee a revised Schedule B. Any reduction in outstanding principal can be viewed as the Lessee obtaining a greater equity position in the Lease subject to Lessor's rights pursuant to the other terms of this Lease.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments

hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

**** SIGNATURE PAGE TO FOLLOW ****

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 28th day of January, 2022.

LESSEE:
CITY OF ELKO, NV

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____

By: _____

Print Name: _____

Title: _____

Title: Vice President & Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the CITY OF ELKO, NV, an entity duly organized and existing under the laws of the **State of Nevada**, that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **25207**, between CITY OF ELKO, NV and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of CITY OF ELKO, NV, hereto this

_____ day of _____, 2022.

By: _____

(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 25207 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for CITY OF ELKO, NV

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 25207
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25207** ("Lease"), between MOTOROLA SOLUTIONS INC. ("Lessor") and CITY OF ELKO, NV ("Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location: NV	

Initial Term: 36 Months Commencement Date: 1/28/2022
First Payment Due Date: 1/1/2023

Three (3) consecutive annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

Lessee: CITY OF ELKO, NV

Schedule B (Lease #25207)

Compound Period: Annual
Nominal Annual Rate: 0.000%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	1/28/2022	258,915.76	1		
2 Payment	1/1/2023	86,305.25	3	Annual	1/1/2025

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	1/28/2022				258,915.76
2022 Totals		0.00	0.00	0.00	
1	1/1/2023	86,305.25	0.00	86,305.25	172,610.51
2023 Totals		86,305.25	0.00	86,305.25	
2	1/1/2024	86,305.25	0.00	86,305.25	86,305.26
2024 Totals		86,305.25	0.00	86,305.25	
3	1/1/2025	86,305.25	-0.01	86,305.26	0.00
2025 Totals		86,305.25	-0.01	86,305.26	

Grand Totals 258,915.75 -0.01 258,915.76

Last interest amount decreased by 0.01 due to rounding.

INITIAL INSURANCE REQUIREMENT: \$258,915.76

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

ORIGINAL ISSUE DISCOUNT (if applicable):

Lessee acknowledges that the amount financed by Lessor is \$245,870.76 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 2.714%. Such issue price and yield will be stated in the applicable Form 8038-G.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25207** to that Equipment Lease Purchase Agreement number **25207** will be maintained by **CITY OF ELKO, NV** as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25207**, **CITY OF ELKO, NV**, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 25207 to that Equipment Lease Purchase Agreement number 25207. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25207 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
500 W Monroe
Chicago, IL 60661

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS (# 25207)

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, **please address the following questions** by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **CITY OF ELKO, NV**?
3. Does the equipment replace existing equipment?

If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

☐ General Fund

- Have dollars already been appropriated for the Lease Payment? Yes -or- No

- If yes, for what fiscal year(s) have appropriations been made? _____

☐ Combination of Federal Grant funding supplemented by General Revenues

- What fiscal year(s) is expected to be funded via federal grants: _____

- What fiscal year(s) is expected to be funded via general revenues: _____

- Have these general revenues already been appropriated for the Lease Payment(s)? Yes -or- No

☐ Other (please describe): _____

CERTIFIED LESSEE RESOLUTION (Lease# 25207)

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) ***held on or before the execution date of the Lease***, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between CITY OF ELKO, NV (Lessee) and Motorola Solutions, Inc. (Lessor).
2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Bank Qualified Statement (Lease# 25207)

LESSEE CERTIFIES THAT IT (circle one) HAS or HAS NOT

DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

Form **8038-G**

(Rev. September 2018)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name CITY OF ELKO, NV		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 1751 College Ave		Room/suite	5 Report number (For IRS Use Only) 3
5 City, town, or post office, state, and ZIP code Elko, NV 89801		7 Date of issue 1/28/2022	
8 Name of issue Equipment Lease Purchase Agreement 25207		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	\$245,870 76
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ►	18	
19a	If bonds are TANs or RANs, check only box 19a		<input type="checkbox"/>
b	If bonds are BANs, check only box 19b		<input type="checkbox"/>
20	If bonds are in the form of a lease or installment sale, check box		<input type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	1 / 1 / 25	\$ 245,870.76	\$ 258,915.76	3 years	2.714 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22	Proceeds used for accrued interest	22	
23	Issue price of entire issue (enter amount from line 21, column (b))	23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	
25	Proceeds used for credit enhancement	25	
26	Proceeds allocated to reasonably required reserve or replacement fund	26	
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	
29	Total (add lines 24 through 28)	29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions
- b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:
- b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ▶ _____
- d** Enter the name of the issuer of the master pool bond ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box▶ ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box▶ ☐
- 41a** If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box▶ ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box.....▶ ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box.....▶ ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Signature of issuer's authorized representative Date ▶ Type or print name and title

Paid**Preparer Use Only**

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no. ▶	

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25207

Lease Schedule A No. : 25207

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 25207. See Schedule A for a detailed Equipment List.

LESSEE:

CITY OF ELKO, NV

By: __ to be completed after delivery __

Date: _____

Equipment List

Integrated System Core and Master Tables (Hub)	\$49,705.60
Records Management Suite	\$62,382.46
Mobile Software Suite	\$75,213.54
Interfaces	\$58,381.12
Hardware	\$2,269.28
Professional Services	\$101,572.69
Data Conversion	\$60,000.00
Warranty/1st-year maintenance and support	Included
Total:	\$409,524.69
Nevada Shared Agency Discount	\$87,381.17
Motorola 2021 Discount	\$63,227.76
Total Project Price	\$258,915.76

FLEX MODULES & INTERFACES

Flex Hub

At the core of the Flex system is our Integrated Hub, a single-source database where information is referenced by all modules. Using a centralized database, all information is entered, stored, and then extracted in real time from one location.

Hub Modules

Integrated Hub:

- *Master Name, Vehicle and Property Tables* – Store all system information, which can be accessed from one central repository
- *Duplicate Prevention Tools* – Prevent users from duplicating data entry, ensuring accuracy
- *Visual Involvements® (Link Analysis)* – Links an unlimited number of related items and records
- *Message Center* – Supports sending and receiving of agency-wide email and instant messaging and displays scrolling BOLOs and other alerts along the bottom of the screen
- *Reporting* – Includes more than 2,000 preformatted reports that support the tracking and maintenance of critical information
- *Warrant Tracking* – Generates a detailed history of all attempts to serve warrants and tracks each warrant through its lifecycle, including the initial receipt, completion of service, and its return to court
- *Training Database* – Educates users without jeopardizing data on the live system and allows users to log on to the live or training database directly from workstations

Imaging & File Attachments

- Accommodates unlimited file types (i.e., images, sound clips, videos)
- Incorporates media files directly into the records housed in the system

Learning Management System (LMS)

- Provides online training courses on Flex modules
- *Great way to train new users and to help seasoned users to brush up on best practices*

Interfaces

StateLink – State & NCIC Queries

- Accesses wanted persons information, warrants, stolen vehicles, missing persons, criminal histories, vehicle registrations, driver license information, and other critical data

Nevada IBR

- Enables agencies to compile detailed, organized crime summary and activity information such as offenses, arrests, and law incidents for submitting IBR reports that meet state and federal standards
- Automatically retrieves data from the Flex system for report generation, saving time and eliminating any manual or redundant efforts to create these reports

Brazos e-Citation

- Allows users to complete e-citations in the state e-citation system and then automatically populate the Flex accident table to allow for easy reporting and analysis

Brazos e-Crash

- Allows users to complete crash reports in the state e-crash system and then automatically populate the Flex accident table to allow for easy reporting and analysis

InSight – Data Sharing

- Multi-system, multi-jurisdictional data sharing
- Allows users to run real-time queries of local agency records on the databases of participating



agencies for names, associated images, vehicles, property information, and other records

Flex Records Management

Maximize the use of information throughout the entire records management process while maintaining data integrity and improving efficiency. Flex's Law Records Management System consolidates all law incident records into a single database and allows users to easily generate incident and case management reports. For criminal and non-criminal incidents alike, agencies have the ability to search on and track complaints, victims, offenders, suspects, witnesses, evidence, vandalism, arson, vehicles, and stolen and recovered property.

RMS Modules

Law Records & Case Management

- Easy report generation on crime analysis, presentation, and archiving saves time and reduces effort for agency personnel
- Reduces errors and duplicate data entry through full integration with the rest of the Flex modules
- Enhances situational awareness, along with officer safety, through automatic visual alerts
- Tracks detailed status information for cases from beginning to end and leverages Involvements® to link information on all persons, property, and vehicles associated with a case

Pin Mapping

- Allows access to any piece of data, record, or a combination of fields from any point on the map
- Provides accurate and timely data to analyze calls for service

Traffic Information

- Delivers consistent, accurate data for shaping sound traffic safety procedures
- Monitors activity on your roadways and generates quantifiable reports for traffic management

Evidence Management

- Maintains complete and accurate chain of custody for all evidence received
- Records changes in location, status, and custodian of evidence items, providing a detailed history item receipt through its release or disposal

Evidence Barcode and Auditing (Includes One (1) Barcode Equipment Bundle)

- Allows for simplified data entry, precise labeling, and hand-held auditing of storage locations
- Enables users to easily inventory and audit evidence using a handheld barcode reader

Equipment Maintenance

- Tracks the condition, location, history, and upkeep of department equipment, enabling easy tracking with organized information
- Calculates operating cost and equipment value, simplifying budgetary decisions and saving time
- Enables easier, quicker buying decisions by tracking warranty, manufacturer, and vendor information

Personnel Management

- Stores and organizes all information in a central repository for easy access
- Prevents redundant entry of information based on system-wide integration, saving users time and preventing duplicate records

Inventory Management

- Simplifies the process of monitoring and replenishing inventory with accurate accounting of supplies
- Update inventory balances, track supplier information, and print preformatted reports



Flex Mobile Data Computing

Flex's CAD, RMS, & Mapping modules are fully integrated with Flex Mobile solution, which allows for access to critical data in real time and improves efficiencies for officers in the field. Because all modules are completely integrated, alerts, warnings, and historical information appear with all relevant records, allowing users to make informed, split-second decisions. Flex's Automated Field Reporting and single search capabilities allow users to instantly search local databases, as well as state and national databases with a single query.

Mobile Modules

Voiceless CAD

- Connects dispatch personnel with field personnel through status updates and the ability to add/view all comments

Mobile Mapping & AVL

- User map viewing options help organize information and enhance situational awareness
- Enables customization for easy viewing, saving time and reducing effort during resource allocation

Mobile Records

- Empowers personnel with universal data access, simplifying the search process in the field
- Mobile personnel can search for records in multiple places without leaving the vehicle or requesting dispatch assistance, saving time and effort

Flex Touch (Smartphone/Tablet)

- Provides access to dispatch information, and receive call assignments using a mobile device
- Searches for name, vehicle, property, and incident records from a mobile device

Mobile State & National Queries

- Allows users to perform state and federal searches simultaneously, saving time by requiring only one query
- Returns include alerts on records containing warnings, and are delivered audibly as well as with visual highlights, appealing to each officer's most effective mode of notification and saving time

Field Report with Field Interview (Also used in Mobile)

- Users can easily navigate fields and drop-down menus using either a touch-screen monitor or keyboard and mouse to record data and conduct field interviews, saving time
- Enables officers to quickly complete forms from their patrol vehicles, eliminating the need to return to the station
- Contains large fields that are easy to navigate with a touchscreen monitor, keyboard, or mouse, streamlining the navigation process and saving time

Arrest Form (Also used in Mobile)

- Integrated with the Mobile Field Report, and completed as part of a related incident record, the Mobile Arrest Form organizes arrest data and saves officers time by populating arrest data into the Flex system
- Users can finalize and save prior to completing the field report, allowing them to focus on their surroundings without losing data



Hardware

Evidence Scanner Bundle- Includes Zebra barcode printer, Datalogic Memoir 10 Barcode Scanner

Professional Services

Implementation Analyst

- Conduct initial business process review (BPR)
- Conduct administration training on all purchased products
- Serve in a lead trainer capacity as required

End User Trainer

- Provide classroom instruction, written exams, and supervised repetition of system use in a training environment

Admin Trainer

- Conduct administration training and setup on all purchased products (this role may be filled by the Implementation Analyst, depending on customer needs)
- Serve in a lead trainer capacity as required

Go-live Assistance

- Project Manager and training personnel provide hands-on assistance before and after Go-live to ensure a successful transition to Flex

Installation Technician

- Install, test, adjust, and perform preliminary configuration of the operating system for Flex
- Manage server configuration, oversee core system installation, and coordinate installation of external interfaces



**Elko City Council
Agenda Action Sheet**

1. Title: **Election of Mayor Pro-Tempore, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 11, 2022**
3. Agenda Category: **PERSONNEL**
4. Time Required: **5 Minutes**
5. Background Information:
6. Budget Information:

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

**Elko City Council
Agenda Action Sheet**

1. Title: **Mayoral designation of City Council members to specific “Liaison” positions within the City of Elko, and matters related thereto. NO ACTION BY THE COUNCIL REQUIRED**
2. Meeting Date: **January 11, 2022**
3. Agenda Category: **PERSONNEL**
4. Time Required: **10 Minutes**
5. Background Information:
 1. **Police Department Liaison**
 2. **Street Department Liaison**
 3. **Waterworks and Sewer Liaison**
 4. **Fire Department Liaison**
 5. **Airport and Public Property Liaison**
 6. **Parks/Recreation Department Liaison**
 7. **Building Department Liaison**
 8. **Animal Shelter Liaison**
 9. **Landfill Liaison**
 10. **Finance Department Liaison**
 11. **Information Systems Department Liaison**
 12. **Redevelopment Advisory Council (Board Member)**
 13. **Stormwater Advisory Committee (Board Member)**
 14. **Arts and Culture Advisory Board**
 15. **ECVA (Board Member)**
 16. **NNRDA (Board Member)**
 17. **Elko County Commission Liaison**
 18. **Elko County Water Planning Commission Liaison**
 19. **Elko County Fair Board Liaison**
 20. **Elko County Regional Transportation Commission (Board Member)**
 21. **Elko County Debt Management Commission (Board Member)**
 22. **Elko County Recreation Board (Board Member)**
 23. **Other Departments Not Listed–KW**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **2021 Mayoral Appointments**
9. Recommended Motion: **No Action by the Council Required**
10. Prepared by: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

Mayoral Appointments	Mayor Keener	Councilwoman Simons	Councilman Stone	Councilman Puccinelli	Councilman Morris
Arts & Culture Advisory Board		1st			
Airport and Public Property		1st		2nd	
Fair Board					1st
Fire			1st		
Parks/Recreation/Cemetery/Golf		1st	2nd		
Police	1st				2nd
Streets/Public Works		1st		2nd	
Building Department		1st		2nd	
Water and Sewer	2nd			1st	
RAC				1st	
Landfill				1st	2nd
Animal Shelter		2nd	1st		
County Commission	1st				2nd
Elko Debt Service	1st				
NNRDA	1st				
ECVA			1st		
Recreation Board	MEMBER	MEMBER	MEMBER	MEMBER	MEMBER
RTC					1st
Finance	1st				2nd
IT Department					
SWAC					1st
Mayor Pro Tempore:		1st			

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to award a bid for the City of Elko WRF Digester Improvements and Boiler Upgrade Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 11, 2022**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **Council directed Staff to solicit bids for the WRF Digester Improvements and Boiler Upgrade Project on September 14, 2021. Bids were received on December 28^h and opened at 3:00 pm. S & S Mechanical was the lowest bid in the amount of \$646,000.00. There was a minor technical error in the bid item No.7 unit price written as \$9500.00. The unit price should have been \$19,000.00 to match the total cost written as \$19,000.00. This minor technical error did not change the total bid amount as it was written correctly. A Bid Tally Sheet has been provided. DJ**
6. Budget Information:

Appropriation Required: **\$646,000.00**
Budget amount available: **\$750,000.00**
Fund name: **WRF/SEWER**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Bid Tally Sheet**
9. Recommended Motion: **Move to award a bid for the WRF Digester Improvements and Boiler Upgrade Project, in the amount of \$646,000.00.**
10. Prepared by: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

CITY OF ELKO
BID TABULATION
PROJECT NAME: WRF: Digester & Boiler Upgrade Project
DATE: 12/28/2021 @ 3:00PM

Name Address City State Phone No.	<u>S&S Mechanical</u>	Name Address City State Phone No.	<u>KAP Mechanical</u>
	243 Freeport Blvd		809 Industrial Way
	Sparks, NV		Elko, NV 89801
	775-331-3800		775-738-1908
<u>Unit Price</u>	<u>Total Amount</u>	<u>Unit Price</u>	<u>Total Amount</u>
\$ 15,100.00	\$15,100.00	\$ 95,000.00	\$95,000.00
\$ 6,200.00	\$12,400.00	\$ 35,000.00	\$70,000.00
\$ 85,000.00	\$170,000.00	\$ 85,000.00	\$170,000.00
\$ 40,600.00	\$81,200.00	\$ 80,000.00	\$160,000.00
\$ 28,160.00	\$28,160.00	\$ 47,000.00	\$47,000.00
\$ 131,800.00	\$131,800.00	\$ 120,000.00	\$120,000.00
\$ 9,500.00	\$19,000.00	\$ 46,000.00	\$46,000.00
\$ 75,000.00	\$75,000.00	\$ 179,000.00	\$179,000.00
\$ 106,500.00	\$106,500.00	\$ 262,000.00	\$262,000.00
\$ 3,420.00	\$6,840.00	\$ 2,600.00	\$5,200.00
	<u>\$646,000.00</u>		<u>\$1,154,200.00</u>

Bid Item No. 7 indicates a unit price of \$9,500.00 and a Total Amount of \$19,000.00. The unit price should have been written as **\$19,000.00**

COMPLETE BID

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to conditionally approve Parcel Map No. 2-21, filed by Lynn and Penny Forsberg, for the proposed division of approximately 0.988 acres of property into 2 lots for residential development within the R (Single-Family and Multiple-Family Residential) Zoning District, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 11, 2022**
3. Agenda Category: **SUBDIVISION**
4. Time Required: **15 Minutes**
5. Background Information: **The subject property is located on the south side of Fairway Drive between Hannah Drive and Keppler Drive (APN 001-553-009). The Parcel Map includes a Modification of Standards for the width of Parcel 2, requiring City Council approval. The Planning Commission considered this item on January 4, 2022, and took action to forward a recommendation to conditionally approve Parcel Map 2-21. MR**
6. **Budget Information:**
 - Appropriation Required: **N/A**
 - Budget amount available: **N/A**
 - Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Maps, P.C. Action Report, Staff Reports, and related correspondence.**
9. Recommended Motion: **Conditionally approve Parcel Map No. 2-21 subject to the findings and conditions as recommended by the Planning Commission with a Modification of Standards to Parcel 2 to allow for a shorter-than-required lot width.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Planning Commission**
12. Council Action:
13. Agenda Distribution: **Lynn and Penny Forsberg
461 North Canyon Road #10
Spring Creek, NV 89815

High Desert Engineering, LLC
Attn: Tom Ballew
640 Idaho Street
Elko, NV 89801**



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of January 4, 2022

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on January 4, 2022 per Section 3-3-24(H)(2) of City Code:

Parcel Map 7-21, filed by Lynn and Penny Forsberg for the proposed division of approximately 0.988 acres of property into 2 lots for residential development within the R (Single-Family and Multiple-Family Residential) Zoning District, and matters related thereto.

Subject property is located on the south side of Fairway Drive between Hannah Drive and Keppler Drive. (APN 001-553-009) The Parcel Map includes a Modification of Standards for the width of Parcel 2, requiring Planning Commission and, ultimately, City Council approval.

WHEREAS, the Planning Commission, upon review and consideration of the application and supporting data, public input and testimony, forward a recommendation to City Council to conditionally approve Parcel Map No. 7-21 with an approval of a modifications of standards for the lot width of Parcel 2 for 30 feet on the street frontage, and subject to the conditions from the Staff Report dated December 9, 2021, listed as follows:

Development Department:

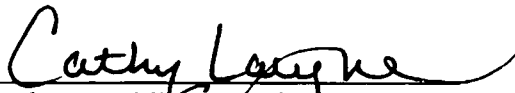
1. Any required public improvements installed at the time of development (including any off-site improvements) must be designed and constructed per current City of Elko code requirements in place at that time.
2. The Parcel Map shall be recorded by Elko County within two (2) years of this approval.
3. Curb and gutter to be installed prior to the issuance of a Certificate of Occupancy of any future development. Add a note to the Parcel Map.
4. No dirt may be moved (including import or export) without the approval of a grading plan.
5. Revise the street name in the southeast corner of the map from Fairway Drive to Skyline Drive.

Engineering Department:

6. The bearings along Fairway Drive for the frontage of each parcel differs between what is shown on the map and in the closure calculations. Please correct either the map or the calculations so they agree.
7. Additional water and sewer services to be constructed for the additional parcel prior to recordation of the map.

The Planning Commission's findings to support its recommendation are the parcel map conforms to the City of Elko Master Plan Transportation and Land Use Components, the City of Elko Wellhead Protection Plan, and City of Elko Code Sections 8-21-3, 3-2-4, 3-2-5(E), 3-8, 3-3-25,

3-3-24, and 3-3-28. The topography across the entire existing parcel justifies the proposed division of property.


Cathy Laughlin, City Planner

Attest:


Shelby Knopp, Administrative Assistant

CC: Applicant
Michele Rambo, Development Manager (via email)
Kelly Wooldridge, City Clerk

STAFF COMMENT FLOW SHEET
PLANNING COMMISSION AGENDA DATE: 1/4

****Do not use pencil or red pen, they do not reproduce****

Title: Parcel Map No. 7-21

Applicant(s): Lynn + Penny Forsberg

Site Location: 1300 Fairway Dr. - APN 001-553-009

Current Zoning: R Date Received: 11/10/21 Date Public Notice: N/A

COMMENT: This is for the proposed division of \approx 0.988 ac
into 2 lots for Residential Development

****If additional space is needed please provide a separate memorandum****

Assistant City Manager: Date: 12/27/21

Recommend approval as presented by staff
and approval of a modification of standards
for the lot width of Parcel 2 of 30 feet
vs. the required 60 feet on the street front
SAC

Initial

City Manager: Date: 12/22/2021

Concur w/Staff's recommendation For conditional approval.

CE
Initial



CITY OF ELKO
DEVELOPMENT DEPARTMENT
1755 COLLEGE AVENUE
ELKO, NEVADA 89801
(775)777-7210
(775)777-7219 FAX

CITY OF ELKO STAFF REPORT

REPORT DATE:	December 9, 2021
PLANNING COMMISSION DATE:	January 4, 2022
AGENDA ITEM NUMBER:	
APPLICATION NUMBER:	Parcel Map 7-21
APPLICANT:	Lynn & Penny Forsberg
PROJECT DESCRIPTION:	1300 Fairway Drive

A Parcel Map for the division of approximately 0.988 acres into 2 lots for residential development within an R (Single-Family and Multiple-Family Residential) zoning district. A Modification of Standards is required for a substandard lot width on proposed Parcel 2.



The City of Elko Development Department finds the parcel map is in general compliance with the above referenced Master Plan Components and Sections of City Code. The parcel map was evaluated based on the existing conditions and current development of the property.

The City of Elko, Development Department has reviewed the proposed parcel map under existing conditions. Applicable Master Plan Sections, Coordinating Plans, and City Code Sections are:

- City of Elko Master Plan – Land Use Component
- City of Elko Master Plan – Transportation Component
- City of Elko Redevelopment Plan
- City of Elko Wellhead Protection Plan
- City of Elko Code – Section 2-13-3 Sidewalk, Curb and Gutter Construction
- City of Elko Code – Section 3-2-4 Establishment of Zoning Districts
- City of Elko Code – Section 3-2-5 (E) Single-Family and Multiple-Family Residential District
- City of Elko Code – Section 3-8 Flood Plain Management
- City of Elko Code – Section 3-3-25 Modification of Standards
- City of Elko Code – Section 3-3-24 Parcel Maps
- City of Elko Code – Section 3-3-28 Mergers and Resubdivision of Land

BACKGROUND INFORMATION

1. The proposed map is the division of one parcel (APN 001-553-009) into two new parcels.
2. The proposed parcels consist of:
 - a. Parcel 1: 0.493 acres
 - b. Parcel 2: 0.496 acres
3. The area is zoned (R) Single-Family and Multiple-Family Residential
4. The property is currently vacant. The property owner is applying for this Parcel Map with the intention of building a single-family dwelling on Parcel 1.
5. The parcel lies on the south side of Fairway Drive between Hannah Drive and Keppler Drive.
6. Public improvements are not in place along the street frontage of the property. Curb and gutter will need to be installed along the frontage of both parcels. A sidewalk waiver was approved by the City Council at the time the subdivision was annexed into the City of Elko.

MASTER PLAN:

Land Use:

- The land use is currently identified as Public. Single-Family and Multiple-Family Residential is not a corresponding zoning to this land use designation. This parcel was originally dedicated as a park back when the subdivision was created. However, at some point the property was sold into private hands, but still maintains the park land use designation. Therefore, a Master Plan Amendment will be required to bring this parcel into conformance with the Master Plan. Staff will be bringing a Master Plan Amendment forward in the next few months and plans to include this needed change.
- Objective 1: Promote a diverse mix of housing options to meet the needs of a variety of lifestyles, incomes, and age groups. The project complies with this objective of the Master Plan.

Transportation:

- The proposed parcels have direct access to Fairway Drive.
- This portion of Fairway Drive is categorized as a residential local road.

ELKO REDEVELOPMENT PLAN:

- The property is not located within the Redevelopment Area.

ELKO WELLHEAD PROTECTION PLAN:

- The property is located within the 30-year capture zone of many different City of Elko wells. Future development of the parcels will require connection to the City of Elko wastewater infrastructure.

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

- This section of code states sidewalks, curbs and gutters shall be required on all vacant lots or parcels of land which are hereafter ... merged or divided.
- Sidewalks were waived by the City Council when the subdivision was annexed into the City of Elko.
- Curb and gutter improvements are required. A condition of approval has been added requiring that curb and gutter to be installed with future development of the parcels.

SECTION 3-2-4 ESTABLISHMENT OF ZONING DISTRICTS

- Section 3-2-4 ESTABLISHMENT OF ZONING DISTRICTS states that no yard or lot area can be reduced below the minimum requirements set forth in Title 3 (zoning).
- In addition to requirements found in Section 3-2-4, the subdivision CC&Rs require a minimum lot size of 10,000 square feet.
- Both new parcels are larger than the minimum required in both Section 3-2-4 of the City Code and the subdivision CC&Rs.

Section 3-2-5 (E) SINGLE-FAMILY AND MULTIPLE-FAMILY RESIDENTIAL DISTRICT

- Compliance with this section of code is required.
- Proposed Parcel 2 does not comply with the required lot width of 60 feet. A Modification of Standards is required to be approved by the City Council. (See Modification of Standards section below for more information.)

SECTION 3-8 FLOODPLAIN MANAGEMENT:

- The site is located outside of any flood hazard area.
- This Parcel Map and any future development of the project site will not increase the potential of flooding above what already exists.

SECTION 3-3-25 MODIFICATION OF STANDARDS

- Section 3-3-2 defines lot width as "...the distance between side lot lines measured parallel to the street or to the street chord and measured on the street chord". In other words, lot width is measured at the street.
- Parcel 2 is proposed as a flag lot with a lot width of only 30 feet at the street. As mentioned above, the minimum required lot width for the Single-Family and Multiple-Family residential zoning district is 60 feet.
- Section 3-3-25 allows for modifications of development standards such as lot width through the mapping process. Modifications of standards must ultimately be approved by the City Council.
- Staff feels that the proposed modification is justified because of the topography of the existing lot. The front half of the lot (proposed Parcel 1) is at a significantly higher elevation than the back half of the lot (proposed Parcel 2).
- Dividing the lot down the middle would create some significant grading difficulties, so creating

the proposed flag lot makes the two proposed lots more developable.

SECTION 3-3-24 PARCEL MAPS

Parcel Maps (A) – The proposed Parcel Map has been submitted as required.

Parcel Maps (B) – Public improvements have not been shown on the Parcel Map as required. Sidewalks were waived for the subdivision when it was annexed into the City of Elko. Curb and gutter are required. Any new improvements done at the time of development will be required to comply with current City of Elko standards.

Parcel Maps (C) – The required condition of approval has been added.

Parcel Maps (D) – The map does not include any offers for dedication of Rights of Way.

Parcel Maps (E) – The map complies with all zoning requirements with the exception of lot width for Parcel 2. A Modification of Standards is required to be approved by the City Council.

Parcel Maps (F) – Construction plans have not been submitted and approved for site improvements. Any future site improvements are required to conform with the applicable sections of City Code.

Parcel Maps (G) – This section does not apply because this is not a subsequent Parcel Map.

Parcel Maps (H) – Application has been made through the Planning Department to be processed as required by this section.

Parcel Maps (I) – No exceptions apply to this site. A Parcel Map is required.

Parcel Maps (J) – A survey was done as part of the Parcel Map preparation.

Parcel Maps (K) – The required filing fee was paid to the Planning Department.

Parcel Maps (L) – All required information has been shown on the Parcel Map.

Parcel Maps (M) – The applicant is responsible for recording the Parcel Map within the required timeframe. A condition of approval has been included.

Parcel Maps (N) – None of the listed prohibitions apply to the proposed Parcel Map.

SECTION 3-3-28 MERGERS AND RESUBDIVISIONS OF LAND

Mergers (A) – All lots are owned by the applicant.

Mergers (B) – The map shall be recorded in accordance with NRS 278.320 - .4725

Mergers (C) – A 20-foot utility and drainage easement is shown along the eastern property line of proposed Parcel 2. Additional easements may need to be established as the lots are developed depending on grading and utility needs.

Mergers (D) – No security is being held by the city.

RECOMMENDATION

The City of Elko recommends conditional approval of the parcel map with the following conditions.

Development Department:

1. Any required public improvements installed at the time of development (including any off-site improvements) must be designed and constructed per current City of Elko code requirements in place at that time.
2. The Parcel Map shall be recorded by Elko County within two (2) years of this approval.
3. Curb and gutter to be installed prior to the issuance of a Certificate of Occupancy of any future development. Add a note to the Parcel Map.
4. No dirt may be moved (including import or export) without the approval of a grading plan.
5. Revise the street name in the southeast corner of the map from Fairway Drive to Skyline Drive.

Engineering Department:

6. The bearings along Fairway Drive for the frontage of each parcel differs between what is shown on the map and in the closure calculations. Please correct either the map or the calculations so they agree.
7. Additional water and sewer services to be constructed for the additional parcel prior to recordation of the map.



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

December 28, 2021

Lynn and Penny Forsberg
461 North Canyon Road #10
Spring Creek, NV 89815
forsberg.const@gmail.com

Re: Parcel Map No. 7-21

Dear Applicant/Agent:

Enclosed is a copy of the agenda for an upcoming Planning Commission meeting. Highlighted on the agenda is the item or items that you have requested to be acted on at the meeting. Also enclosed is pertinent information pertaining to your request. Please review this information before the meeting.

The Planning Commission requests that you, or a duly appointed representative, be in attendance at this meeting to address the Planning Commission. If you will not be able to attend the meeting but wish to have a representative present, please submit a letter to the Planning Commission authorizing this person to represent you at the meeting.

To participate in the virtual meeting on a computer, laptop, tablet, or smart phone go to: <https://global.gotomeeting.com/join/653767821>. You can also dial in using your phone at **+1 (872) 240-3311** The **Access Code** for this meeting is **653-767-821**.

If you have any questions regarding this meeting, the information you received, or if you will not be able to attend this meeting, please call me at your earliest convenience at (775) 777-7160.

Sincerely,

Shelby Knopp
Administrative Assistant

Enclosures

CC: High Desert Engineering, Attn: Tom Ballew, 640 Idaho Street, Elko, NV 89801
tcballer@frontiernet.net



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

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

APPLICATION FOR PARCEL MAP APPROVAL

APPLICANT(s): Lynn & Penny Forsberg
MAILING ADDRESS: 1300 Fairway Drive, Elko, NV 89801
PHONE NO (Home) (775) 934-1175 (Business) _____
NAME OF PROPERTY OWNER (If different): same
(Property owner's consent in writing must be provided.)
MAILING ADDRESS: 461 North Canyon Road #10, Spring Creek, NV 89815
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):
ASSESSOR'S PARCEL NO.: 001-553-009 Address 1300 Fairway Drive
Lot(s), Block(s), & Subdivision Lot 3, Block A, Ruby View Heights Subdivision
Or Parcel(s) & File No. File Number 17686
APPLICANT'S REPRESENTATIVE OR ENGINEER: High Desert Engineering, LLC

FILING REQUIREMENTS:

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

1. One .pdf of the entire application, and one (1) copy of a 24" x 36" sized parcel map provided by a properly licensed surveyor as well as one (1) set of reproducible plans 8 1/2" x 11" in size of the site drawn to scale showing proposed division of property prepared in accordance with Section 3-3-60 of the Elko City Code along with any supporting data to include:
 - a. Name, address and telephone number of the person who prepared the parcel map.
 - b. Proposed use of each parcel.
 - c. A certificate of execution (signature block) for the Elko City Planning Commission or duly authorized representative.
 - d. Source of water supply and proposed method of sewage disposal for each parcel.
 - e. A copy of all survey computations
 - f. A vicinity map.
2. If the property is improved, a plot plan depicting the existing conditions drawn to scale showing proposed property lines, existing buildings, building setbacks, parking and loading areas and any other pertinent information.

Fee: \$400.00 + \$25.00 per lot for Planning Commission and City Council Review; dedication of street right of way or modification of subdivision ordinance standards or regulations.
\$200.00 + \$25.00 per lot for administrative review only; no dedications or modifications.
Fees are non-refundable.

Other Information: The applicant is encouraged to submit other information and documentation to support this Parcel Map application.

RECEIVED

1. Identify the existing zoning of the property: R – Single & Multi Family Residence

2. Explain in detail the type and nature of the use proposed on each parcel: _____

Each parcel will be used for a single family residence.

3. Explain the source of water supply and proposed method of sewerage disposal for each parcel: _____

Water – City of Elko municipal system

Sewer – City of Elko municipal system

This area intentionally left blank

By My Signature below:

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

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

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

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

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

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

Applicant / Agent: Lynn & Penny Forsberg
(Please print or type)

Mailing Address: 461 North Canyon Road #10
Street Address or P.O. Box

Spring Creek, NV 89815
City, State, Zip Code

Phone Number: (775) 934-1175

Email address: forsberg.const@gmail.com

SIGNATURE:

Penny Forsberg

FOR OFFICE USE ONLY

File No.: 7-21 Date Filed: 11/10/21 Fee Paid: \$ 250 CK# 3097

Thomas C. Ballew, P.E., P.L.S.
Robert E. Morley, P.L.S.
Duane V. Merrill, P.L.S.



Consulting Civil Engineering
Land Surveying
Water Rights

November 9, 2021

Cathy Laughlin, City Planner
City of Elko
1751 College Avenue
Elko, NV 89801

Re: Lynn & Penny Forsberg Parcel Map
1300 Fairway Drive

Dear Cathy,

Enclosed please find the following items regarding the above referenced project:

- Application for Parcel Map Approval.
- One (1) 24"x36" copy of the proposed Parcel Map.
- One (1) copy of the Parcel Map lot calculations.
- Check in the amount of \$ 250.00 for the Parcel Map review fee.

Pdf copies of the documents listed above have been transmitted to you.

Please feel free to contact me if you have any questions regarding this matter.

Sincerely,
HIGH DESERT Engineering, LLC

Thomas C. Ballew, P.E., P.L.S.

enclosures

cc Lynn & Penny Forsberg (via email)

RECEIVED

NOV 10 2021

LOT CALCULATIONS

FOR

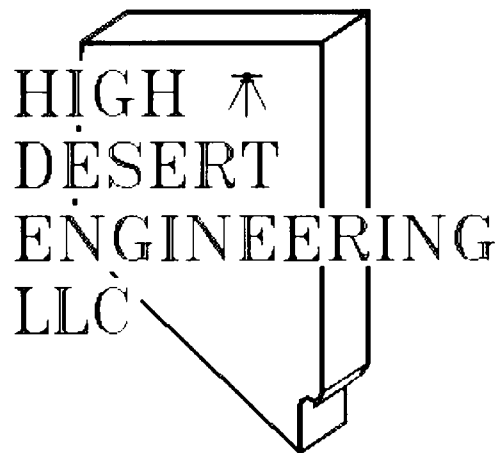
LYNN & PENNY FORSBERG

**PARCEL MAP – 1300 FAIRWAY DRIVE
ELKO, NEVADA**

PREPARED FOR:

**Lynn & Penny Forsberg
461 Norht Canyon Road #10
Spring Creek, Nevada 89815**

**Contact:
Lynn Forsberg
(775) 934-1175**



PREPARED BY

**HIGH DESERT Engineering
640 Idaho Street
Elko, Nevada**

Revised - December, 2021

Parcel name: PARCEL 1

North:	28477038.068	East :	605160.819
Line Course:	N 67-23-59 E	Length:	145.00
	North: 28477093.791	East :	605294.685
Line Course:	S 22-22-17 E	Length:	140.25
	North: 28476964.097	East :	605348.065
Line Course:	S 67-23-59 W	Length:	160.94
	North: 28476902.248	East :	605199.484
Line Course:	N 15-53-27 W	Length:	141.21
	North: 28477038.061	East :	605160.820

Perimeter: 587.40 Area: 21,454 S.F. 0.493 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.006 Course: S 03-20-33 E
Error North: -0.0063 East : 0.0004
Precision 1: 97,900.00

Parcel name: PARCEL 2

North:	28477093.791	East :	605294.685
Line Course:	N 67-23-59 E	Length:	30.00
	North: 28477105.320	East :	605322.381
Line Course:	S 22-22-17 E	Length:	268.67
	North: 28476856.871	East :	605424.639
Line Course:	S 89-12-59 W	Length:	211.43
	North: 28476853.980	East :	605213.229
Line Course:	N 15-53-27 W	Length:	50.19
	North: 28476902.252	East :	605199.486
Line Course:	N 67-23-59 E	Length:	160.94
	North: 28476964.101	East :	605348.068
Line Course:	N 22-22-17 W	Length:	140.25
	North: 28477093.795	East :	605294.687

Perimeter: 861.49 Area: 21,591 S.F. 0.496 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.005 Course: N 33-21-50 E
Error North: 0.0040 East : 0.0026
Precision 1: 172,296.00

Parcel name: TOTAL

North:	28477038.068	East :	605160.819
Line Course:	N 67-23-59 E	Length:	175.00
	North: 28477105.320	East :	605322.381
Line Course:	S 22-22-17 E	Length:	268.67
	North: 28476856.871	East :	605424.639
Line Course:	S 89-12-59 W	Length:	211.43
	North: 28476853.980	East :	605213.229
Line Course:	N 15-53-27 W	Length:	191.41
	North: 28477038.075	East :	605160.820

Perimeter: 846.51 Area: 43,044 S.F. 0.988 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.007 Course: N 02-11-12 E
Error North: 0.0073 East : 0.0003
Precision 1: 120,930.00

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to fill a vacancy on the Elko City Planning Commission, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 11, 2022**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **City Council accepted a Letter of Resignation at their November 23, 2021. Staff conducted the standard recruitment process and has received one (1) letter of interest to serve on the Planning Commission, copy of which is included in the Council packet. The new member will be appointed to fill the remainder of the four (4) year term, which will expire at the end of July 2024. CL**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Letter of Interest to serve on the Planning Commission, and Resume**
9. Recommended Motion: **Appoint Garret Kamps fill the vacancy on the Elko City Planning Commission with a term expiring July 2024.**
10. Prepared by: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Garret Kamps**
Pastorgarret@lschurches.com

December 17th, 2021

City of Elko Planning Commission
1751 College Ave
Elko, NV 89801

To Whom it May Concern:

I understand that there is a vacant seat on the Planning Commission, and that you are searching for a candidate who may qualify for the position. Please accept this letter as my application. My enclosed resume shows an emphasis in management, client relations, accounting, and business leadership.

I am currently the Executive Pastor of Living Stones Church in Elko, and manage the inner workings of a fairly large organization. I manage a staff of 14, and oversee 80 volunteers. In addition to my full time job in Pastoral Ministry, I own and manage Collective Coffee Roasters, a small coffee roastery in Downtown Elko. I also have in depth experience working on a volunteer board, and I am the sitting President of the Elko Downtown Business Association.

I appreciate your consideration and look forward to hearing from you once a candidate has been selected.

Garret L. Kamps
775-388-7318
garret@lschurches.com

Garret L. Kamps
775-388-7318
Garret@lschurches.com
676 A St, Elko NV 89801

Field Technician, Ashland Water Technologies, Elko NV--2007-2008

Maintained pumps and other water treatment equipment, chemical usage databases, and relationships with customers at BGMI and Newmont Gold co. Tested water samples to recommend and implement chemical amounts for industrial water treatment. Worked with sales team to meet customer needs.

Lab Animal Technician II, Charles River Laboratories, Reno NV -2008-12

Currently employed as an ACS Tech II managing environmental change procedures and maintaining all aspects of the macro-environment for non-human primates in a laboratory setting. Experience includes personnel management, scheduling, reverse osmosis system monitoring and maintenance, database creation and maintenance for cage changeout procedures.

Account Manager, Chemtreat Inc, Livingston, MT & Elko, NV 2012-2017

Managed customer relationships, sales and service, and chemical inventories at multiple mining facilities. Performed water analysis and equipment maintenance.

Executive Pastor, Living Stones Church, Elko NV 2017-Current

Responsibilities include managing an operations staff of up to 18 individuals and 80 volunteers. Handle budgeting and accounting for the church, and yearly planning for campaigns and series. Building project management, including permitting and construction.

Owner, Managing Partner, Collective Coffee Roasters, Elko NV 2017-Current

Manage all operations at our roasting facility. Budgeting and accounting responsibilities, as well as employee management.

President, Elko DBA, Elko NV 2020-Current

Manage a board of directors. Plan and execute meetings and agendas, yearly planning, and events.

Education

Spring Creek High- Diploma, 2005

University of Nevada Reno-Courses in Music Education, 2005-2006

Skills

People management, project oversight, budgeting and accounting, Mac/PC/MS Office proficient, sample collection and analysis, mechanically minded (automotive, electrical, etc), critical thinking, excellent verbal communication, taking instruction, data collection, attention to detail

Elko City Council
Agenda Action Sheet

1. Title: **Review, consideration, and possible action to accept the 2022 Planning Commission Work Program, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 11, 2022**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **The Planning Commission considered a draft 2022 Work Program at their meeting January 4, 2022. They took action to approve the Work Program and forward it to Council for acceptance. CL**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **2022 Planning Commission Work Program**
9. Recommended Motion: **Accept the 2022 Planning Commission Work Program**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission**
12. Council Action:
13. Agenda Distribution:

Elko Planning Commission 2022 Work Program

<u>ITEM</u>	<u>START DATE</u>	<u>PROJECTED COMPLETION</u>	<u>ACTUAL COMPLETION</u>
* Repeal and Replace Sign Ordinance	ongoing	Feb-23	
* Review Zoning for RMH districts, revise map	ongoing	Sep-23	
* Revise P & Z applications / Zoning Code Amendment to reflect changes	ongoing	Aug-22	
* Master Plan Amendment for misc. revisions	Feb-22	May-22	
* Revisions to 3-3, Divisions of Land; clarifications needed	May-22	Dec-22	
* Clean up existing zoning districts	Aug-22	Feb-22	
ONGOING PROJECTS			
Planning Commission training (General conduct, Ethics, NRS, Open meeting law)			

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to approve the Arts and Culture Board fundraising for the 2026 Sestercentennial Art Project utilizing the Flag Foundation and/or the Elko Art Foundation as Fiscal Agents, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 11, 2022**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The Arts and Culture Advisory Board would like to begin fundraising for the 2026 Sestercentennial Project. The project will be located near the existing flag on city owned property. SAW**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Approve the Arts and Culture Advisory Board fundraising for the 2026 Sestercentennial Art Project utilizing the Flag Foundation and/or the Elko Art Foundation as Fiscal Agent**
10. Prepared by: **Scott A. Wilkinson, Assistant City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval to request appraisal proposals from the three appraisers presented by Union Pacific Railroad, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 11, 2022**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **An appraiser is to be jointly selected by the City of Elko and Union Pacific Railroad pursuant to the Appraisal Agreement dated November 1, 2021. Union Pacific has provided a list of their approved appraisers, which are all included on the City of Elko's Appraiser List. SAW**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Email from Rick Harris with appraisers**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared by: **Scott A. Wilkinson, Assistant City Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution: **Rick Harris – Real Estate Manager UP**
 rharris@up.com

Shelby Knopp

From: Rick Harris <RHARRIS@up.com>
Sent: Thursday, December 16, 2021 12:34 PM
To: Scott A. Wilkinson
Cc: Shelby Knopp
Subject: RE: Appraisal Agreement

Scott,

Here you go...

Email

tfree@valbridge.com

Phone

- Business 801-290-3973

Address

Tyler A Free MAI
Valbridge | Salt Lake City
527 E Pioneer Road
Suite 240
Draper UT 84020

evan.ranes@colliers.com

Phone

- Business 702-241-4313

Address

Evan Ranes MAI
Colliers
3960 Howard Hughes Parkway Suite 150
Las Vegas NV 89169

John S. Wright, MAI

Designated Member

Company: John S. Wright & Associates

Email: john@jswanv.com

Address: John S. Wright, MAI
John S. Wright & Associates
135 Isidor Court Suite B
Sparks, NV 89441

Phone: • Business: 775-626-3993

Thank you!



www.up.com

Rick Harris
Manager – Real Estate
UT, NV, N.CA
www.up.com/real_estate

Phone: 402-544-8588
Fax: 402-997-4098
Email: rharris@up.com

1400 Douglas Street
Stop 1690
Omaha, NE 68179

From: Rick Harris
Sent: Thursday, December 16, 2021 1:00 PM
To: Scott A. Wilkinson <sawilkinson@elkocitynv.gov>
Cc: Shelby Knopp <sknopp@elkocitynv.gov>
Subject: RE: Appraisal Agreement

Thanks Scott. I forwarded the current appraiser list to our appraiser for review. I will get back to you ASAP.

Thank you!



www.up.com

Rick Harris
Manager – Real Estate
UT, NV, N.CA
www.up.com/real_estate

Phone: 402-544-8588
Fax: 402-997-4098
Email: rharris@up.com

1400 Douglas Street
Stop 1690
Omaha, NE 68179

From: Scott A. Wilkinson <sawilkinson@elkocitynv.gov>
Sent: Thursday, December 16, 2021 10:36 AM
To: Rick Harris <RHARRIS@up.com>

Cc: Shelby Knopp <sknopp@elkocitynv.gov>

Subject: Appraisal Agreement

*** PROCEED WITH CAUTION - This email was sent from outside the Company ***

Rick,

Attached are the executed agreement along with the most recent list of appraisers approved by the City. Please review and select three appraisers. I will have the CC confirm the selection on its end and the City will then request proposals. At that point both parties will have the necessary information to make a final selection.

Thank you,

Scott A. Wilkinson
Assistant City Manager
City of Elko
Telephone: 775.777.7211
Email: sawilkinson@elkocitynv.gov

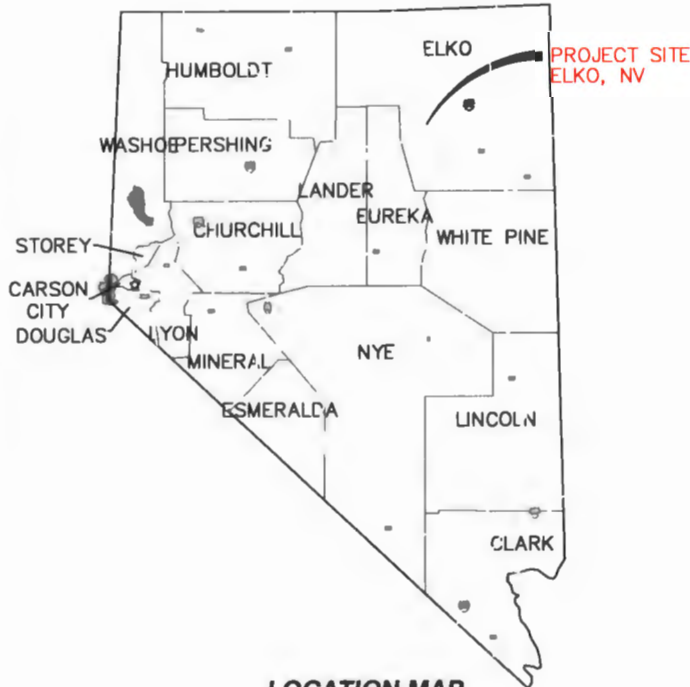
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**Elko City Council
Agenda Action Sheet**

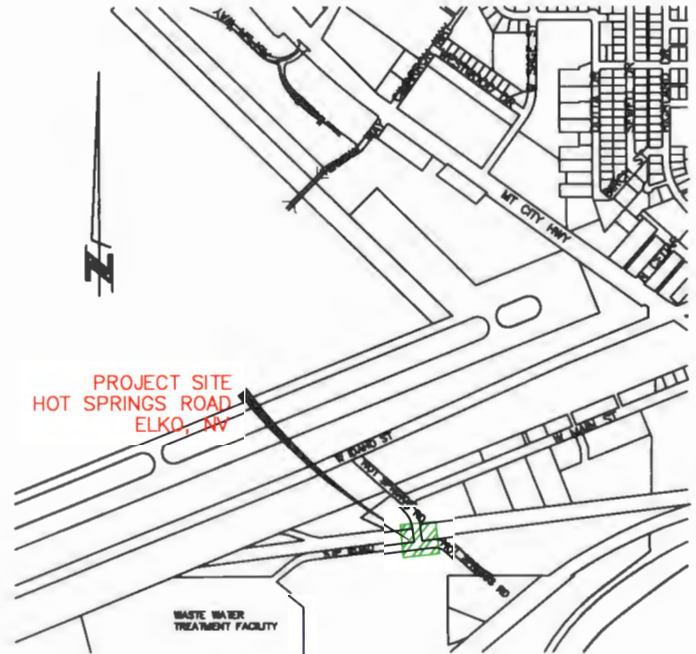
1. Title: **Review, consideration, and possible approval of a Reimbursement Agreement for Preliminary Engineering Services with the Union Pacific Railroad Company, for design of a pedestrian crossing along Hot Springs Road at the existing railroad tracks, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 11, 2022**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **The City Engineering Department has been tasked with designing a pedestrian crossing across the railroad tracks at Hot Springs Road. The Union Pacific Railroad Company requires that all new construction be coordinated through their engineering consultant, per this reimbursement agreement. The estimated cost for this preliminary engineering design assistance is \$25,000. BT**
6. Budget Information:
 Appropriation Required: **\$25,000**
 Budget amount available: **\$25,000**
 Fund name: **City Manager's Budget**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **A copy of the Reimbursement Agreement for Preliminary Engineering Services, and preliminary crossing design drawings.**
9. Recommended Motion: **Move to approve the Reimbursement Agreement for Preliminary Engineering Services with the Union Pacific Railroad Company.**
10. Prepared by: **Bob Thibault, Civil Engineer**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution: **N/A**

CITY OF ELKO

HOT SPRINGS ROAD PEDESTRIAN RAILROAD CROSSING



LOCATION MAP



VICINITY MAP

OWNER/DEVELOPER:

CITY OF ELKO
ATTN: MR. BOB THIBAUT
1751 COLLEGE AVE.
ELKO, NV 89801
PH.: (775) 777-7214
FAX: (775) 774-7219

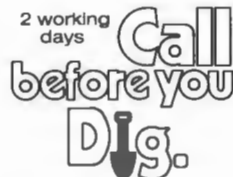
SHEET INDEX:

TITLE SHEET _____ C-1
 SITE PLAN _____ C-2
 HORIZONTAL CONTROL PLAN _____ C-3
 GRADING PLAN _____ C-4
 GENERAL NOTES _____ C-5

ENGINEER

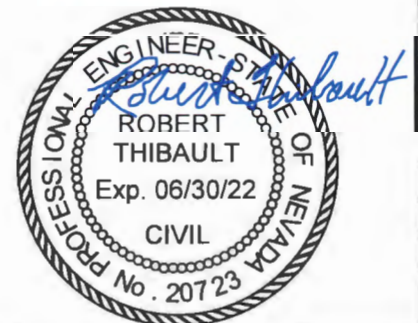


1751 COLLEGE AVE.
ELKO, NV 89801
PH.: (775) 777-7110
FAX: (775) 774-7119



1-800-227-2600
 AVOID CUTTING
 UNDERGROUND UTILITIES

Digitally signed by Robert
 Thibault
 Date: 2021.12.15 09:00:15-08'00'



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

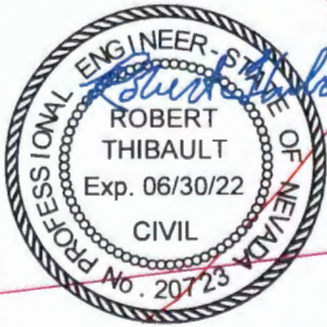
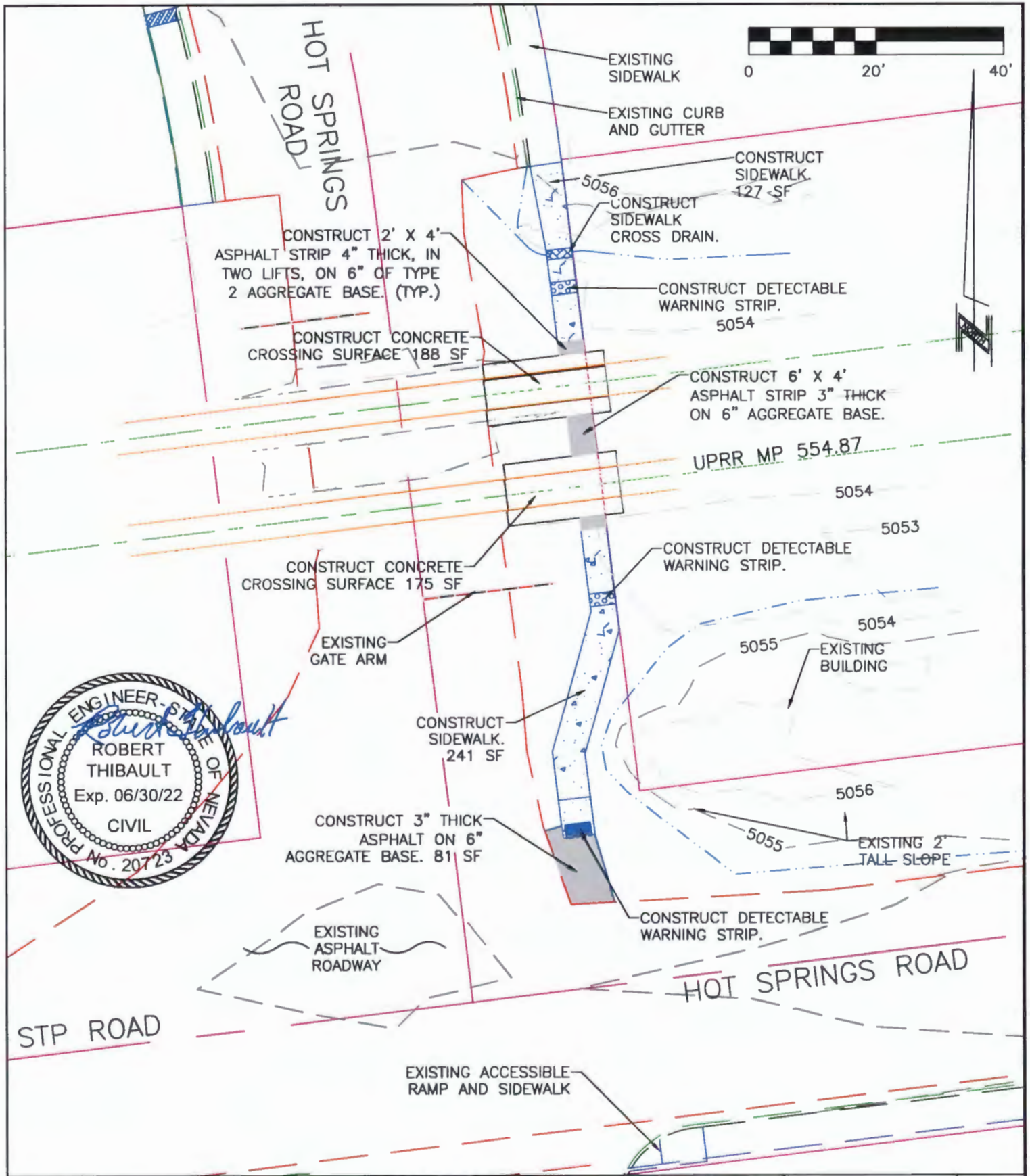
SCALE
 HORZ 1"=20'
 VERT N/A


**HOT SPRINGS ROAD
 PEDESTRIAN RAILROAD TRACK CROSSING
 TITLE SHEET**

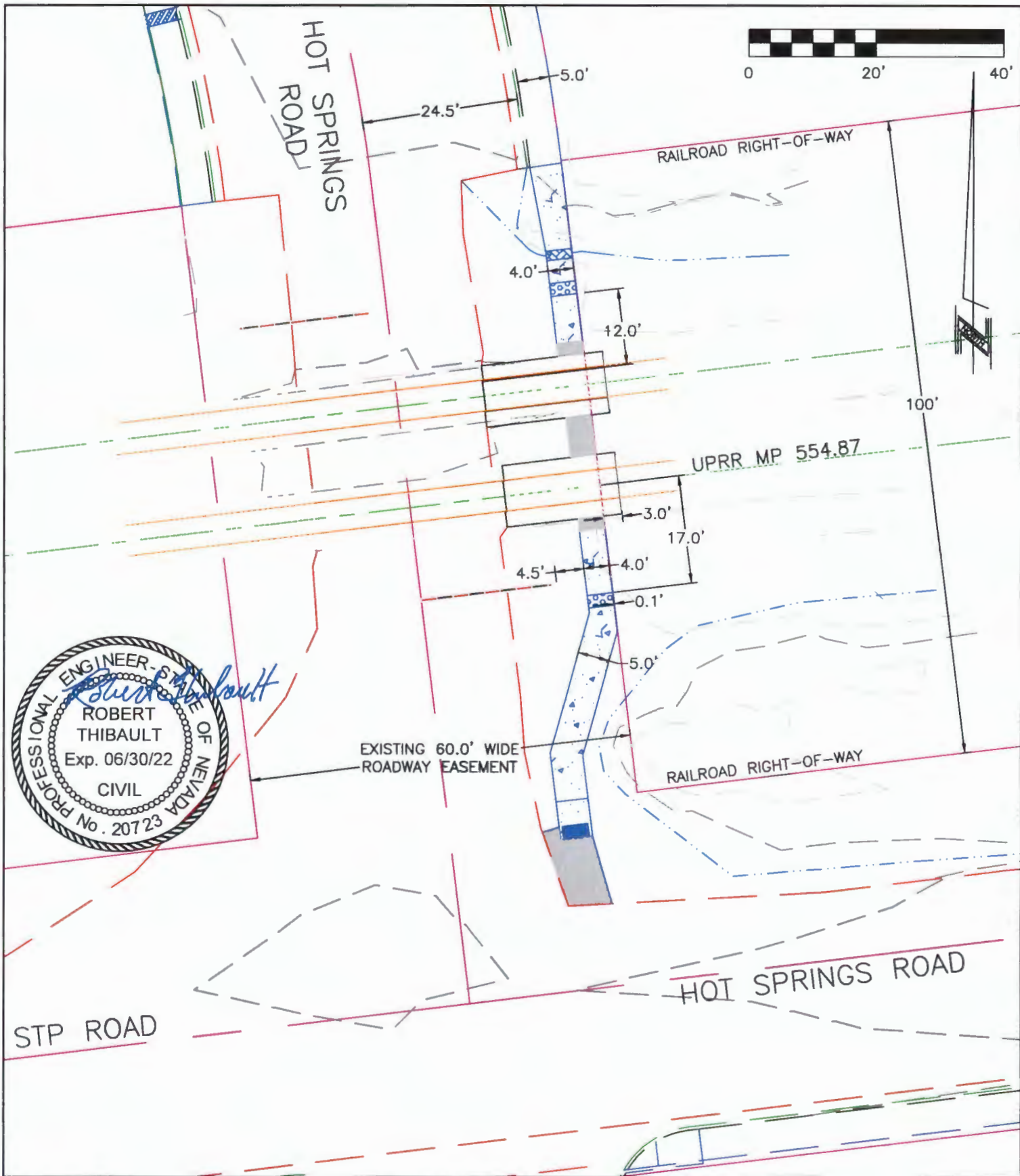
DESIGNED BY BT
 DRAWN BY ACAD 2020
 CHECKED BY BT
 DATE 12/9/2021


SECTION 21, T 34 N,
 R 55 E, M.D.B.&M.

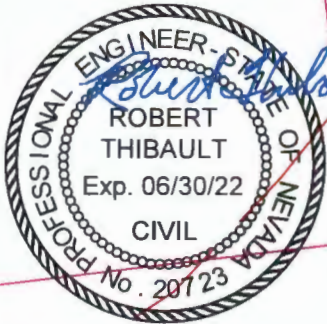
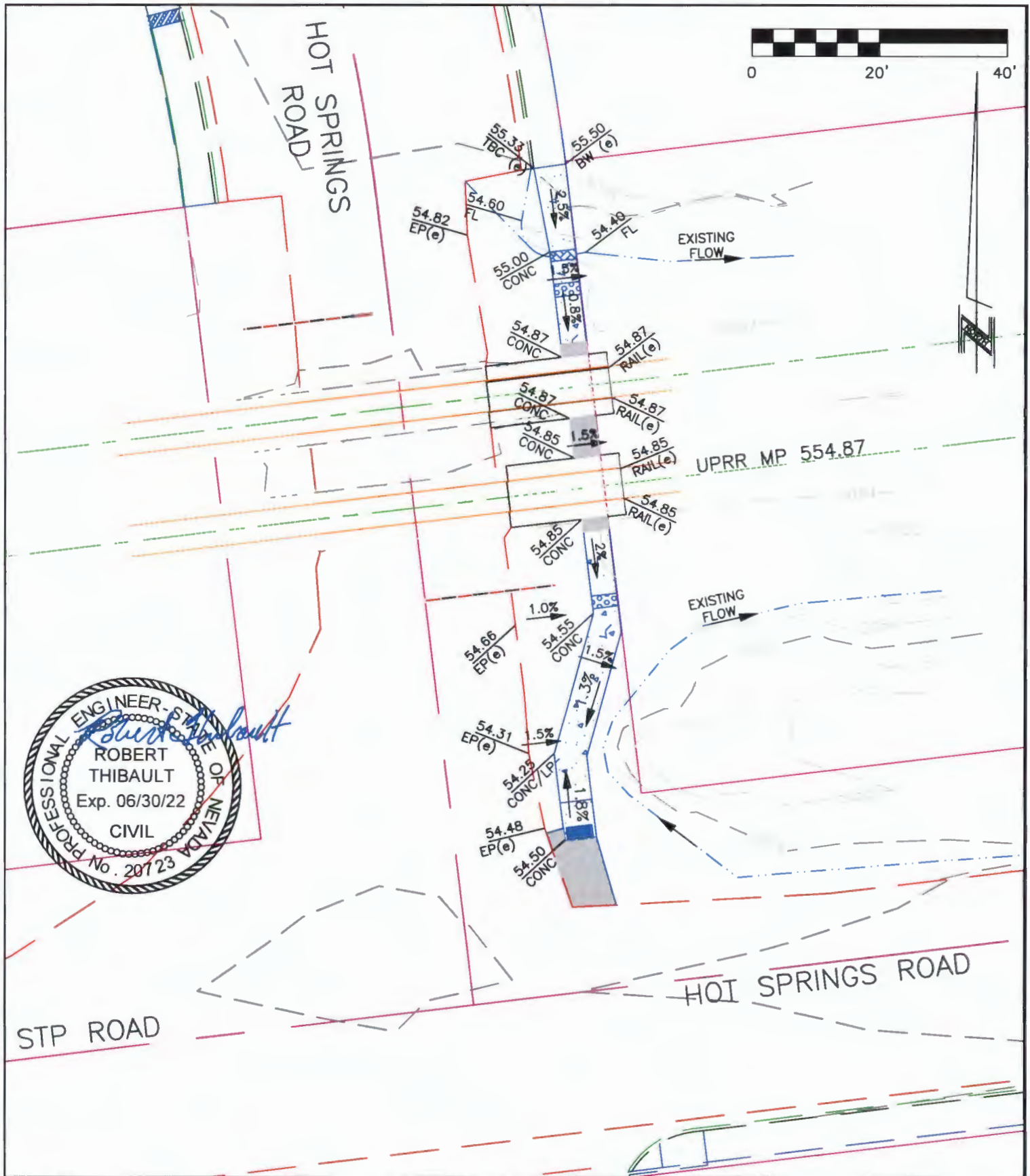
C-1




 <p>CITY OF ELKO 1751 COLLEGE AVE ELKO, NEVADA 89801 775-777-7210</p>	<p>SCALE HORZ 1"=20' VERT N/A</p>	<p align="center">HOT SPRINGS ROAD PEDESTRIAN RAILROAD TRACK CROSSING SITE PLAN</p>	<p>DESIGNED BY BT DRAWN BY ACAD 2020 CHECKED BY BT DATE 12/15/2021</p>	<p>SECTION 21, T 34 N, R 55 E, M.D.B.&M.</p>	<p align="center">C-2</p>
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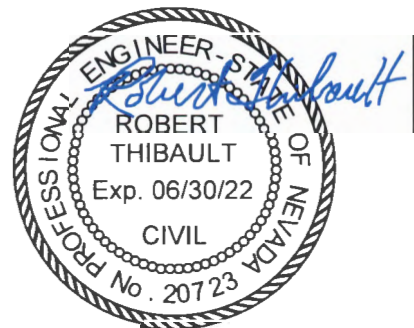
 <p>CITY OF ELKO 1751 COLLEGE AVE. ELKO, NEVADA 89801 775-777-7210</p>	<p>SCALE HORZ 1"=20' VERT N/A</p>	<p>HOT SPRINGS ROAD PEDESTRIAN RAILROAD TRACK CROSSING HORIZONTAL CONTROL PLAN</p>	<p>DESIGNED BY BT DRAWN BY ACAD 2020 CHECKED BY BT DATE 12/9/2021</p>	<p>SECTION 21, T 34 N, R 55 E, M.D.B.&M.</p>	<p>C-3</p>
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 <p>CITY OF ELKO 1751 COLLEGE AVE ELKO, NEVADA 89801 775-777-7210</p>	<p>SCALE HORZ 1"=20' VERT N/A</p>	<p>HOT SPRINGS ROAD PEDESTRIAN RAILROAD TRACK CROSSING GRADING PLAN</p>	<p>DESIGNED BY BT DRAWN BY ACAD 2020 CHECKED BY BT DATE 12/9/2021</p>	<p>SECTION 21, T 34 N, R 55 E, M.D.B.&M.</p>	<p>C-4</p>
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GENERAL NOTES:

1. THE CONTRACTOR SHALL HAVE A STAMPED AGENCY APPROVED SET OF PLANS AT THE WORK SITE DURING CONSTRUCTION. CONSTRUCTION SHALL NOT PROCEED UNTIL THIS SET OF PLANS IS ISSUED WITH INCLUDED REVISIONS AND COMMENTS MADE BY THE AGENCIES.
2. THE CONTRACTOR SHALL MAINTAIN A 24-HOUR DUST CONTROL PROGRAM INCLUDING WATERING OF OPEN AREAS. DUST CONTROL PROGRAM SHALL BE IN COMPLIANCE WITH ALL FEDERAL, STATE, COUNTY AND CITY CODES AND ORDINANCES.
3. THE CONTRACTOR SHALL MAINTAIN AN ONGOING PROCESS FOR REMOVAL OF SPILLAGE OF EXCAVATED MATERIAL ON ALL PAVED STREETS.
4. ALL CONSTRUCTION SHALL MEET THE REQUIREMENTS OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS & DETAILS FOR PUBLIC WORKS CONSTRUCTION-"ORANGE BOOK" AS PUBLISHED BY THE WASHOE COUNTY RTC.
5. ALL AREAS DISTURBED AND LEFT UNDEVELOPED FOR A PERIOD OF MORE THAN 30 DAYS SHALL BE STABILIZED BY THE APPLICATION OF A DUST PALLIATIVE. ALL AREAS LEFT UNDEVELOPED FOR A PERIOD OF MORE THAN 90 DAYS SHALL BE HYDRO-SEEDED WITH AN APPROVED SEED MIX AND TACKIFIER AND SHALL BE IRRIGATED UNTIL FIRMLY ESTABLISHED AS APPROVED BY THE CITY OF ELKO.
6. THE CONTRACTOR SHALL VERIFY IN THE FIELD, ALL ELEVATIONS, DIMENSIONS, FLOW LINES, EXISTING CONDITIONS, AND POINTS OF CONNECTIONS WITH ADJOINING PROPERTY (PUBLIC OR PRIVATE). ANY DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE PROJECT ENGINEER BEFORE PROCEEDING WITH THE WORK.
7. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER, THE SOILS ENGINEER, THE CITY OF ELKO, AND ALL UTILITY COMPANIES 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO THE EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION. IT SHALL BE THE CONTRACTOR RESPONSIBILITY TO CONTACT THE UTILITY COMPANIES FOR LOCATIONS PRIOR TO CONSTRUCTION. HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE ONLY.
9. CONTRACTOR TO OBTAIN A STREET CUT PERMIT FROM THE PUBLIC WORKS DEPARTMENT AND PAY ANY APPLICABLE FEES TO THE CITY OF ELKO PRIOR TO EXCAVATING WITHIN THE CITY RIGHT OF WAY.
10. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICES ALERT AT LEAST 48 HOURS PRIOR TO EXCAVATION.
11. A TRAFFIC CONTROL PLAN SHALL BE PROVIDED BY THE CONTRACTOR AND APPROVED BY THE CITY OF ELKO PRIOR TO CONSTRUCTION.
12. STANDARD DETAILS CAN BE FOUND AT THE CITY OF ELKO WEB SITE:
https://www.elkocity.com/departments/engineering_department/standard_details/index.php



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

SCALE
HORZ 1"=20'
VERT N/A

**HOT SPRINGS ROAD
PEDESTRIAN RAILROAD TRACK CROSSING
GENERAL NOTES**

DESIGNED BY BT
DRAWN BY ACAD 2020
CHECKED BY BT
DATE 12/9/2021

SECTION 21, T 34 N,
R 55 E, M.D.B.&M.

C-5

REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES

Effective Date:

Agency: CITY OF ELKO, NEVADA

Estimate: \$25,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and AGENCY (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (the "Project").

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

1. NOW THEREFORE, the parties hereto agree as follows:

2. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

3. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on **Exhibit C**. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless if Agency declines to proceed with the Project or Railroad elects not to approve the Project.

4. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications and prepare material and force cost estimates for any Project related work performed by Railroad.

5. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

6. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

7. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

8. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

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

CITY OF ELKO, NEVADA

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Printed Name

Peggy Ygbuhay

Printed Name

Title

Manager I, Engineering - Public Projects

Title

Exhibit A

Project Description and Location

Project Description

City of Elko, NV proposes to construct sidewalks at the existing at-grade crossing referred to below.

Location

Elko Subdivision

DOT	Crossing Type	Milepost	Street Name
762087W	Public	554.87	Hot Springs Road

Exhibit B

Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Exhibit C
Billing Contact Information

Name	Bob Thibault
Title	
Address	1751 College Avenue, Elko, NV, 89801
Work Phone	(775) 777-7214
Cell Phone	
Email	bthibault@elkocitynv.gov
Agency Project No.	

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the Second Amendment to Agreement to Install Improvements and Provide Maintenance Guaranty with Copper Trails, LLC for Phase 2, Unit 1 of the Copper Trails Subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 11, 2022**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **As required by Elko City Code 3-3-21, the City and Copper Trails, LLC entered into an agreement to install improvements for Phase 2, Unit 1 of the Copper Trails Subdivision on July 23, 2019. Section 1F of the Performance Agreement allows for a 12-month extension upon approval of the City Council. A six-month extension by means of a first amendment to the agreement was granted by the City at their July 13th meeting. The agreement, as amended, is now set to expire on January 23, 2022. Copper Trails, LLC has determined that they will not be able to complete the subdivision improvements before this expiration date and has requested another six-month extension, which would require a second amendment to the agreement.**

Section 1F of the Performance Agreement outlines the requirements for the City Council to approve an extension. These include: 1) the developer has satisfactorily performed its duties under the agreement to date, 2) the developer has diligently and in good faith attempted to complete the work but has been unable to do so due to events beyond the developer's control, and 3) the Maintenance Guarantee has been provided to the City. MR
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Request from Copper Trails, LLC; Copy of Second Amendment to Agreement to Install Improvements and Provide Maintenance Guaranty; Copy of First Amendment to the Agreement; Original Agreement dated July 23, 2019**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared by: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Dave Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution:

Michele L. Rambo

From: luke fitzgerald <elkoluke@gmail.com>
Sent: Monday, December 27, 2021 9:12 AM
To: Michele L. Rambo; Cathy Laughlin; Lana Carter; David Fonua
Subject: Copper Trail Phase 2 Unit 1 Improvement agreement Extention

Per the improvement agreement Pg 4 Paragraph F The developer would like to request the remaining 6mo extension for the following events that have happened outside the developers control

1. Covid 19
2. Man power Issues
3. Materials Prices
4. Sub-Contractor Availability
5. Commercial Lending Issues
6. Material Availability
7. Elko Weather
8. Investor Concerns due to items above



exp
REALTY

Luke Fitzgerald
REALTOR
NMLS # 1177118

Cell: 775.303.7140
Email: luke@elkoluke.com
www.lukefitzgerald.com

LUKE FITZGERALD
GROUP

f (o)

**SECOND AMENDMENT TO AGREEMENT TO INSTALL IMPROVEMENTS
AND PROVIDE MAINTENANCE GUARANTY**

This Second Amendment to Agreement to Install Improvements and Provide Maintenance Guaranty (hereinafter the "Second Amendment") is entered into this 11th day of January, 2022 between the **CITY OF ELKO**, a municipal corporation organized and existing under the laws of the State of Nevada, hereinafter referred to as the "**City**," and **COPPER TRAILS, LLC**, a Nevada Limited-Liability Company, hereinafter referred to as the "**Developer**."

R E C I T A L S

WHEREAS, the **Developer** is subdividing certain property within the **City**, generally known as "Copper Trails Phase 2, Unit 1," into nine (9) separate parcels;

WHEREAS, on July 23, 2019, the **Developer** entered into an Agreement to Install Improvements and Provide Maintenance Guaranty (hereinafter the "Performance Agreement") with the **City** pursuant to Elko City Code (ECC) Title 3, Chapter 3 in connection with Copper Trails Phase 2, Unit 1;

WHEREAS, the Performance Agreement provides that the **Developer** will complete the subdivision improvements shown on the construction plans, referred to as the "**Work**," with its own resources within twenty-four (24) months of the Effective Date thereof;

WHEREAS, Elko City Code Section 3-3-21(B) provides that an agreement to install improvements may contain a provision that "the time to complete construction may be extended by the City, in its discretion, subject to specified conditions;"

WHEREAS, Paragraph 1(F) of the Performance Agreement provides as follows in pertinent part:

[T]he **City** may, upon a written request and showing the **Developer** of good cause, grant an extension of time to complete the **Work** for an additional twelve (12) months ... (with a corresponding extension of the Term); *provided*, no such extension shall be given unless: (a) the **Developer** has satisfactorily performed its duties under this Agreement to date; (b) the **Developer** has diligently and in good faith attempted to complete the **Work** within the aforementioned twenty-four (24) month period, but has been unable to do so due to events beyond the **Developer's** control; and (c) the Maintenance Guaranty has been provided to the Elko City Clerk;

WHEREAS, on July 13, 2021, the **City** and the **Developer** entered into the First Amendment to Agreement to Install Improvements and Provide Maintenance Guaranty, which granted the **Developer** an extension of six (6) months to complete the **Work**, thereby extending

the time to complete the **Work** to thirty (30) months from the Effective Date of the Performance Agreement;

WHEREAS, in accordance with Paragraph 1(F) of the Performance Agreement and Elko City Code Section 3-3-21(B), the Developer seeks and the **City** desires to grant an extension of an additional six (6) months to complete the **Work**, thereby extending the time to complete the **Work** to thirty-six (36) months from the Effective Date of the Performance Agreement;

WHEREAS, the City Council has determined that the **Developer** has satisfied the conditions precedent to the grant of an extension pursuant to Paragraph 1(F) of the Performance Agreement, referenced above;

NOW, THEREFORE, in consideration of the above recitals, the **Developer** and the **City** hereby agree as follows:

1. **AMENDMENT TO PERFORMANCE AGREEMENT.** The Performance Agreement is hereby amended and modified as follows:

A. Paragraph 1(B)(1) of the Performance Agreement is hereby amended and modified as follows:

2) The **Work** shall be certified by the **Developer's** Engineer (who shall be a registered engineer, licensed in the State of Nevada) and submitted to the **City** for possible acceptance of the **Work** before the **City** conducts the subdivision final inspection and no later than thirty-six (36) months after the Effective Date. Upon certification of the **Work**, the **Developer's** Engineer shall provide the **City** with a certificate attesting to the adequacy of the **Work** and compliance with all requirements set forth in this Agreement, to include, without limitation, the construction specifications, codes and standards set forth in the Orange Book.

B. Paragraph 1(F) of the Performance Agreement is hereby amended and modified as follows:

F. TERM. The Term of this Agreement shall be thirty-six (36) months from the Effective Date, unless the **Work** is completed and accepted by the **City** prior to the expiration of the foregoing thirty-six (36) month period, in which event the Term shall expire on the date the **Work** is accepted by the **City**. No extensions beyond the aforementioned thirty-six (36) month period shall be granted.

2. **GENERAL TERMS AND CONDITIONS.** Except as modified by this Second Amendment, the Performance Agreement shall remain in full force and effect, and the

Performance Agreement, as modified by this Second Amendment, is hereby ratified and confirmed by the parties. In the event of a conflict between the terms of this Second Amendment and the terms of the Performance Agreement, the terms of the Second Amendment shall control. Defined terms used in the Performance Agreement not defined in this Second Amendment shall have the meanings set forth in the Performance Agreement. This instrument may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

3. REPLACEMENT OF FIRST AMENDMENT. This Second Amendment hereby replaces the First Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment in duplicate on the date first above written.

THE CITY OF ELKO

COPPER TRAILS, LLC

By: _____
REECE KEENER, Mayor

By: _____
Title: _____

ATTEST:

KELLY WOOLDRIDGE, City Clerk

**FIRST AMENDMENT TO AGREEMENT TO INSTALL IMPROVEMENTS
AND PROVIDE MAINTENANCE GUARANTY**

This First Amendment to Agreement to Install Improvements and Provide Maintenance Guaranty (hereinafter the "First Amendment") is entered into this 13th day of July, 2021 between the **CITY OF ELKO**, a municipal corporation organized and existing under the laws of the State of Nevada, hereinafter referred to as the "City," and **COPPER TRAILS, LLC**, a Nevada Limited-Liability Company, hereinafter referred to as the "Developer."

R E C I T A L S

WHEREAS, the **Developer** is subdividing certain property within the **City**, generally known as "Copper Trails Phase 2, Unit 1," into nine (9) separate parcels;

WHEREAS, on July 23, 2019, the **Developer** entered into an Agreement to Install Improvements and Provide Maintenance Guaranty (hereinafter the "Performance Agreement") with the **City** pursuant to Elko City Code (ECC) Title 3, Chapter 3 in connection with Copper Trails Phase 2, Unit 1;

WHEREAS, the Performance Agreement provides that the **Developer** will complete the subdivision improvements shown on the construction plans, referred to as the "**Work**," with its own resources within twenty-four (24) months of the Effective Date thereof;

WHEREAS, Elko City Code Section 3-3-21(B) provides that an agreement to install improvements may contain a provision that "the time to complete construction may be extended by the City, in its discretion, subject to specified conditions;"

WHEREAS, Paragraph 1(F) of the Performance Agreement provides as follows in pertinent part:

[T]he City may, upon a written request and showing the **Developer** of good cause, grant an extension of time to complete the **Work** for an additional twelve (12) months ... (with a corresponding extension of the Term); *provided*, no such extension shall be given unless: (a) the **Developer** has satisfactorily performed its duties under this Agreement to date; (b) the **Developer** has diligently and in good faith attempted to complete the **Work** within the aforementioned twenty-four (24) month period, but has been unable to do so due to events beyond the **Developer's** control; and (c) the Maintenance Guaranty has been provided to the Elko City Clerk;

WHEREAS, in accordance with Paragraph 1(F) of the Performance Agreement and Elko City Code Section 3-3-21(B), the **Developer** seeks and the **City** desires to grant an extension of six (6) months to complete the **Work**, thereby extending the time to complete the **Work** to thirty (30) months from the Effective Date of the Performance Agreement;

WHEREAS, the City Council has determine that the **Developer** has satisfied the conditions precedent to the grant of an extension pursuant to Paragraph 1(F) of the Performance Agreement, referenced above;

NOW, THEREFORE, in consideration of the above recitals, the **Developer** and the City hereby agree as follows:

1. **AMENDMENT TO PERFORMANCE AGREEMENT.** The Performance Agreement is hereby amended and modified as follows:

A. Paragraph 1(B)(1) of the Performance Agreement is hereby amended and modified as follows:

2) The **Work** shall be certified by the **Developer's** Engineer (who shall be a registered engineer, licensed in the State of Nevada) and submitted to the City for possible acceptance of the **Work** before the City conducts the subdivision final inspection and no later than thirty (30) months after the Effective Date. Upon certification of the **Work**, the **Developer's** Engineer shall provide the City with a certificate attesting to the adequacy of the **Work** and compliance with all requirements set forth in this Agreement, to include, without limitation, the construction specifications, codes and standards set forth in the Orange Book.

B. Paragraph 1(F) of the Performance Agreement is hereby amended and modified as follows:

F. TERM. The Term of this Agreement shall be thirty (30) months from the Effective Date, unless the **Work** is completed and accepted by the City prior to the expiration of the foregoing thirty (30) month period, in which event the Term shall expire on the date the **Work** is accepted by the City. No extensions beyond the aforementioned thirty (30) month period shall be granted.

2. **GENERAL TERMS AND CONDITIONS.** Except as modified by this First Amendment, the Performance Agreement shall remain in full force and effect, and the Performance Agreement, as modified by this First Amendment, is hereby ratified and confirmed by the parties. In the event of a conflict between the terms of this First Amendment and the terms of the Performance Agreement, the terms of the First Amendment shall control. Defined terms used in the Performance Agreement not defined in this First Amendment shall have the meanings set forth in the Performance Agreement. This instrument may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this First Amendment in duplicate on the date first above written.

THE CITY OF ELKO

COPPER TRAILS, LLC

By: 
REECE KEENER, Mayor

By: 
Title: *Representative*

ATTEST:


KELLY WOOLDRIDGE, City Clerk

AGREEMENT TO INSTALL IMPROVEMENTS
AND PROVIDE MAINTENANCE GUARANTY

THIS AGREEMENT made and entered into this 23rd day of July, 2019, by and between the CITY OF ELKO, a municipal corporation organized and existing under the laws of the State of Nevada, hereinafter referred to as the "City," and Copper Trails, LLC, a Nevada Limited Liability Corporation, hereinafter referred to as "Developer."

RECITALS

- A. WHEREAS, Developer is subdividing certain property within the City, the subdivision being generally known as Copper Trails Phase 2, Unit 1, into nine (9) separate parcels by means of a subdivision map, identified by the City as Final Map No. 8-19;
- B. WHEREAS, Elko City Code, Title 3, Chapter 3, requires that a developer of a subdivision (as that term is used in NRS 278.320(1)) enter into an Agreement to Install Improvements;
- C. WHEREAS, the City has approved the Engineer's Cost Estimate for the required subdivision improvements (set forth in Exhibit A and made a part hereof) and has determined that the cost of the required subdivision improvements is expected to be in the amount of Eight Hundred Eighty-Seven Thousand, Six Hundred Forty-Eight Dollars and Twenty-Five Cents (\$887,648.25), which amount provides the basis for calculating the amount of the Maintenance Guaranty;
- D. WHEREAS, the Developer intends to complete the required subdivision improvements with its own resources pursuant to Elko City Code Section 3-3-21(A)(3)(a) and 3-3-22(A)(1), and in conformity with the construction plans approved by the City (attached at Exhibit B and made a part hereof) prior to certification of the final map;
- E. WHEREAS, Elko City Code 3-3-21(A)(4) requires that all subdivision improvements identified in the agreement to install improvements shall be completed within a specified period, not to exceed two (2) years, to the satisfaction of the City;
- F. WHEREAS, the City approved the Final Map on July 23, 2019;
- G. WHEREAS, pursuant to Elko City Code Section 3-3-22(B)(3), the Developer shall file with the Clerk of the City a maintenance guaranty to ensure the maintenance, adequacy and condition of all improvements required by this Agreement for a period of one (1) year after the subdivision improvements are accepted by the City. The maintenance guaranty may be in any form permitted in Section 3-3-22(B)(1) for a performance guaranty and shall be in the amount of Eighty-Eight Thousand, Seven Hundred Sixty-Four Dollars and Eighty-Three Cents (\$88,764.83) (hereinafter referred to as the "Maintenance Guaranty");
- H. WHEREAS, in the event the Developer fails to complete all the required subdivision improvements in accordance with the terms of this Agreement, the Developer shall be in default of this Agreement and the City shall be entitled to pursue all available legal remedies.
- I. NOW, THEREFORE, for and in consideration of the mutual covenants and conditions on the part of the respective parties to be performed, the parties hereby agree as follows:

1) **REQUIRED IMPROVEMENTS, CERTIFICATION, MAINTENANCE GUARANTY, AND ACCEPTANCE AND CERTIFICATION OF THE FINAL MAP**

A. **COMPLETION OF WORK AND MAINTENANCE GUARANTY.** Developer agrees to complete the improvements shown on the construction plans attached as Exhibit B hereto in the manner set forth in this Agreement and in conformity with Elko City Code 3-3-21(A)(4) (hereinafter the "Work") within twenty-four (24) months of the Effective Date, unless otherwise extended in accordance herewith, and Developer shall pay or cause to be paid all claims for labor and materials used to perform the Work.

B. **ENGINEER'S ESTIMATE, CERTIFICATION AND SUBMISSION OF WORK.**

1) Developer agrees to, at its own expense, contract with a licensed engineer in the State of Nevada to oversee the construction of the subdivision improvements, oversee all required testing and verification of materials to ensure construction of the subdivision improvements in accordance with all federal, state and local requirements and provide an engineer's estimate, which must be approved by the City. The total engineer's estimate must be an amount no less than the full cost of the following improvements: (a) improvements required under Section 3-3-20 of the Elko City Code; (b) improvements shown on the construction plans prepared and approved in accordance with Section 3-3-18 of the Elko City Code; (c) the cost of required inspection and testing by a properly licensed engineer to oversee the quality assurance and quality control necessary to ensure certification for the construction of the approved construction plans; (d) the cost to replace any existing streets, utilities or other improvements that are included in the required improvements as shown on the construction plans; (e) the cost to prepare the as-built drawings and any associated documents; and (f) incidental expenses associated with the foregoing Work.

2) The Work shall be certified by the Developer's Engineer (who shall be a registered engineer, licensed in the State of Nevada) and submitted to the City for possible acceptance of the Work before the City conducts the subdivision final inspection and no later than twenty-four (24) months after the Effective Date. Upon certification of the Work, the Developer's Engineer shall provide the City with a certificate attesting to the adequacy of the Work and compliance with all requirements set forth in this Agreement, to include, without limitation, the construction specifications, codes and standards set forth in the Orange Book.

3) The certification by the Developer's engineer shall include: (a) the results of all required testing, presented in an organized manner by material type and category of work; (b) references to the sections of the Orange Book that correspond to the required testing for the material type and category of work; (c) the frequency of the required testing; (d) photo documentation for any components of the Work which cannot be certified by testing (i.e. special construction of utility crossings); and (e) an "as-built" drawing of the Work.

4) The City Council shall not accept the Work without a complete and comprehensive certification of the Work by the Developer's engineer.

C. MAINTENANCE PERIOD. Notwithstanding the Term of this Agreement, the maintenance period shall commence on the date the City Council accepts the Work and shall continue thereafter for a period of twelve (12) months. In satisfaction of its requirement to provide a Maintenance Guaranty, Developer shall, prior to acceptance of the Work, in conformance with Elko City Code 3-3-22(B)(3), provide the City with a Maintenance Guaranty in a form that complies with Elko City Code Section 3-3-22(B) in the amount of **Eighty-Eight Thousand, Seven Hundred Sixty-Four Dollars and Eighty-Three Cents (\$88,764.83)**, which amount is not less than ten percent (10%) of the total cost of the required subdivision improvements. If maintenance is required during the maintenance period, the City will provide fifteen (15) calendar days' written notice of the required maintenance work to the Developer and the Developer must thereafter complete the required maintenance work. If the Developer fails to complete the maintenance work within the fifteen (15) calendar day period, without limiting any other rights or remedies available, the City may complete or have the maintenance work completed and use the Maintenance Guaranty to satisfy the costs thereof. The certification of the Final Map is, without limitation, conditioned upon Developer providing the Maintenance Guaranty.

D. CERTIFICATION OF FINAL MAP. The City will not certify the Final Map until:

- 1) The Agreement has been approved by the City Council in conjunction with Final Map approval;
- 2) The Agreement has been fully executed and filed with the City Clerk's office;
- 3) The Developer has completed the Work as required under the Agreement;
- 4) The Developer has filed with the Elko City Clerk the Maintenance Guaranty, calculated in the manner set forth herein and otherwise meeting the requirements of this Agreement and the Elko City Code;
- 5) The City Council has accepted the subdivision improvements;
- 6) The Developer has acquired all other jurat certifications required by the Nevada Revised Statutes, the Elko City Code and this Agreement; and
- 7) All other Final Map requirements set forth in the Nevada Revised Statutes and the Elko City Code have been met.

E. EFFECTIVE DATE. The Effective Date of this Agreement shall be July 23, 2019 which is the date the City approved the Final Map, and this Agreement shall operate retroactively to that date, except where otherwise specifically stated herein.

F. TERM. The Term of this Agreement shall be twenty-four (24) months from the Effective Date, unless the Work is completed and accepted by the City prior to the expiration of the foregoing twenty-four (24) month period, in which event the Term shall expire on the date the Work is accepted by the City. Notwithstanding the foregoing, the City may, upon a written request and showing by the Developer of good cause, grant an extension of time to complete the Work for an additional twelve (12) months thereafter (with a corresponding extension of the Term); **provided**, no such extension shall be given unless: (a) the Developer

has satisfactorily performed its duties under this Agreement to date; (b) the **Developer** has diligently and in good faith attempted to complete the **Work** within the aforementioned twenty-four (24) month period, but has been unable to do so due to events beyond the **Developer's** control; and (c) the Maintenance Guaranty has been provided to the Elko City Clerk.

G. DESCRIPTION OF WORK AND CONDITIONS. In addition to any other requirements contained herein, the **Work** shall not be accepted by the **City** unless the **Developer** fully satisfies the following requirements:

(1) COMPLIANCE WITH CITY CODE. **Developer** shall perform the **Work** in a manner that fully complies with the Elko City Code.

(2) STANDARDS. The **Work** shall be completed in accordance with the plans, specifications and conditions approved by the **City** and in accordance with requirements otherwise set forth in this Agreement, to include requirements incorporated by reference.

(3) PRECONSTRUCTION CONFERENCE. Prior to the initiation of the construction of any roadway, drainage, water or sewer improvements included in the **Work**, the **Developer** shall schedule and participate in a preconstruction conference with **Developer's** contractor(s) and the City Development Manager or the **City's** designee(s).

(4) AS-BUILT PLANS. **Developer** shall provide complete as-built drawings of all street, water, sewer and drainage improvements to the **City** prior to the subdivision final inspection.

(5) SUBDIVISION CONDITIONS. **Developer** shall satisfy all subdivision approval conditions established by or at the direction of the City Council and/or the City Planning Commission.

(6) ENGINEER'S CERTIFICATE. Before the subdivision final inspection, **Developer's** engineer (who shall be a registered engineer, licensed in the State of Nevada) shall provide the **City** with a certificate certifying the adequacy of the **Work** and compliance with all requirements set forth in this Agreement, to include, without limitation, **City** standard construction specifications, codes and standards.

H. FINAL COMPLETION AND ACCEPTANCE OF WORK. Approval of the final completion and acceptance of the **Work** shall be at the discretion of the **City**. The **Work** shall not be accepted unless and until it satisfies the requirements of this Agreement, to include the conditions set forth in Section 1 (**REQUIRED IMPROVEMENTS, CERTIFICATION, MAINTENANCE GUARANTY, ACCEPTANCE AND CERTIFICATION OF THE FINAL MAP**). **Developer** shall request that the **City** inspect the **Work** no later than thirty (30) days prior to the end of the Term. The **City** shall have the authority to suspend the **Work**, in whole or in part, for such period as it may deem necessary due to unsuitable weather or other unfavorable conditions or the failure of **Developer** to comply with the requirements

contained in this Agreement, to include compliance with the standard construction specifications of the City.

- I. **DEFAULT, NOTICE AND OPPORTUNITY TO CURE.** In the event **Developer** fails to complete the **Work** during the Term of this Agreement or any extension hereof, the **Developer** shall be considered in **Default**. Upon discovery of the **Default**, the **City** shall serve upon the **Developer** written notice of such **Default**. **Developer** shall then have fifteen (15) days from the date of mailing of said notice in which to cure the **Default**. In the event of a **Default**, should the **Developer** fail to cure the **Default** within fifteen (15) days from the date of notice, the **City** shall then have the right to complete the **Work**, to include, without limitation, payment of all third-party claims for labor and material, after which the **Developer** shall be liable to the **City** for all costs incurred in completing the **Work**, such amount to be due and payable within thirty (30) days of receipt of an itemized invoice from the **City** detailing the costs incurred by the **City**. In the event **Developer** fails to reimburse the **City** for the costs shown on the foregoing invoice, the **City** may thereafter exercise all rights and remedies available at law and equity.

2. GENERAL TERMS AND CONDITIONS.

- A. **WARRANTY.** **Developer** warrants to the **City** that the **Work**, upon completion, will be free of defects and in conformity with all applicable standards, to include requirements of the Elko City Code and any plans approved by the **City** pertaining to the **Work**.
- B. **TERMINATION, BINDING EFFECT, DELEGATION AND OTHER MATTERS.** This Agreement may not be amended, modified or terminated except by an agreement in writing and approved by the **Developer** and the Elko City Council. This Agreement and all of the covenants, terms, conditions and/or provisions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding any other provision contained in this Agreement, neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated by any party without the prior written consent of the other party. This Agreement is not intended to confer any rights or benefits to any entity other than to the **City** and to **Developer**; accordingly, there are no third-party beneficiaries to this Agreement.
- C. **CONSTRUCTION OF AGREEMENT.** This Agreement constitutes a contract under and shall be construed in accordance with the laws of the State of Nevada. Both parties have had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, the parties agree that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- D. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.
- E. **NOTICES.** All notices required to be given under this Agreement shall be deemed given upon the earlier of the actual receipt or two (2) days after being mailed by registered or certified mail, return receipt requested, addressed as follows: If to **City**, to c/o Michele Rambo, (or the then-current) Development Manager, 1751 College Avenue, Elko, Nevada 89801; if to **Developer**, to: Luke Fitzgerald, Copper Trails, LLC, 207 Brookwood Drive, Elko, NV, 89801.

- F. **CITY'S AUTHORITY.** This Agreement is not intended to supersede the authority granted by law to the City. Therefore, nothing in this Agreement shall be construed or implied to require the City's planning or other regulatory boards or departments (however designated) to approve any plans, permits, maps or other documents pertaining to any aspect of the Work or other action described in this Agreement.
- G. **TIME OF THE ESSENCE.** Time is of the essence and a material provision of this Agreement.
- H. **INDEMNIFICATION.** Developer hereby agrees to hold harmless, indemnify and defend the City (including, without limitation, the City's officers, agents and employees) against and to all claims, demands, actions, suits, liability, cost and expense, including defense expenses, (to include, without limitation, suits for damages and injuries to persons or property) that are claimed to have resulted from the acts or omissions of Developer (including without limitation its agents, employees and/or contractors) in any manner pertaining to the Work.
- I. **JURISDICTION AND VENUE.** The District Court for the Fourth Judicial District, in and for the County of Elko, State of Nevada, shall have jurisdiction and venue over all disputes arising from or in relation to this Agreement.
- J. **INTEGRATION.** This Agreement represents and contains the entire Agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes and replaces all prior oral and written agreements and understandings with respect to the subject matter of this Agreement, and no representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter hereof shall be relied upon by the parties unless incorporated herein. This Agreement shall be construed as a complete novation of any prior agreements relating to the subject matter of this Agreement.
- K. **DOCUMENTS PROVIDED TO CITY ARE PUBLIC.** This Agreement, together with any documents associated with the Work, may be recorded in any public system of records, to include the records of the Elko County Recorder. Under no circumstances shall Developer assert a right to confidentiality or an intellectual property interest in documents or other information provided to the City in relation to the Work.
- L. **ATTORNEY FEES.** In the event the City is required to pursue any action to enforce any term or condition in this Agreement, it shall be entitled to reasonable attorney's fees and court costs.
- M. **SEVERABILITY.** In the event one or more of the provisions, or portions thereof, of this Agreement is determined to be illegal or unenforceable, the remainder of the Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.
- N. **HEADINGS.** The headings of sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.
- O. **NO AGENCY, PARTNERSHIP OR JOINT VENTURE.** Nothing herein contained shall be construed to create an agency, partnership or joint venture between the parties.
- P. **REMEDIES NOT EXCLUSIVE.** No remedy provided by this Agreement, to include the right to make a claim against a bond or other guaranty, shall be exclusive. The City shall have the


right to pursue any remedies provided under this Agreement, or by law or equity, simultaneously or in sequence at its sole discretion.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate the day and year first above written.

CITY - THE CITY OF ELKO,
a municipal corporation

By: 
REECE KEENER, Mayor

DEVELOPER - COPPER TRAILS, LLC

By: 

ATTEST:

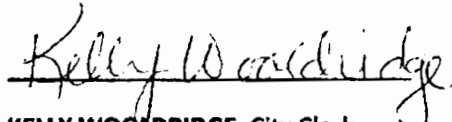

KELLY WOOLDRIDGE, City Clerk

EXHIBIT A

Estimate for Copper Trails Phase 2
May 19, 2019
9 Lots

Carter Engineering, LLC
Civil Engineering

P. O. Box 794
Elko, Nevada 89803
775-397-2531

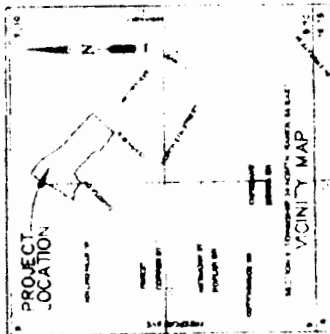


ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Unclassified Excavation	CY	37,380	\$ 6.00	\$ 224,280.00
2	Unclassified Embankment	CY	21,565	\$ 10.00	\$ 215,650.00
3	Saw Cut	LF	90	\$ 5.00	\$ 450.00
4	Type 1 Curb & Gutter	LF	840	\$ 26.00	\$ 21,840.00
5	Sidewalk	SF	3,360	\$ 10.00	\$ 33,600.00
6	ADA Curb Ramp Domes	EA	2	\$ 750.00	\$ 1,500.00
7	Barrier Curb behind Curb Ramp	LF	47	\$ 15.00	\$ 705.00
8	6' Wide Valley Gutter	SF	444	\$ 13.00	\$ 5,772.00
9	Valley Gutter Apron	SF	288	\$ 13.00	\$ 3,744.00
10	3-inch A.C.	SF	16,667	\$ 2.50	\$ 41,667.50
11	9-Inch Type 2, Class B Agg. Base	SF	16,667	\$ 1.00	\$ 16,667.00
12	Seal Coat	SY	375	\$ 0.50	\$ 187.50
13	9-Inch Gravel Turn Around	SF	6,797	\$ 1.00	\$ 6,797.00
14	1" Water Service	EA	9	\$ 500.00	\$ 4,500.00
15	1" Water Service Connection	EA	9	\$ 500.00	\$ 4,500.00
16	1" Water Service Meter	EA	9	\$ 1,000.00	\$ 9,000.00
17	10" Water Line	LF	465	\$ 65.00	\$ 30,225.00
18	10" Valve	EA	3	\$ 4,000.00	\$ 12,000.00
19	10" Tee	EA	1	\$ 2,000.00	\$ 2,000.00
20	10" 45° Bend	EA	3	\$ 800.00	\$ 2,400.00
21	10" 22.5° Bend	EA	2	\$ 800.00	\$ 1,600.00
22	Sample Tap	EA	1	\$ 650.00	\$ 650.00
23	Fire Hydrant Assembly	EA	1	\$ 5,000.00	\$ 5,000.00
24	12" SDR-35 Sanitary Sewer	LF	389	\$ 45.00	\$ 17,505.00
25	8" SDR-35 Sanitary Sewer	LF	74	\$ 45.00	\$ 3,330.00
26	Sanitary Sewer Manholes	EA	7	\$ 4,500.00	\$ 31,500.00
27	Sanitary Sewer Services	EA	9	\$ 1,000.00	\$ 9,000.00
28	36" ADS N-12 Storm Drain	LF	60	\$ 200.00	\$ 12,000.00
29	18" ADS N-12 Storm Drain	LF	315	\$ 125.00	\$ 39,375.00
30	12" ADS N-12 Storm Drain	LF	36	\$ 100.00	\$ 3,600.00
31	10" ADS N-12 Storm Drain	LF	39	\$ 80.00	\$ 3,120.00
32	Storm Drain Manholes	EA	6	\$ 5,500.00	\$ 33,000.00
33	Type R-4 Drop Inlet	EA	3	\$ 4,000.00	\$ 12,000.00
34	Striping	LS	1	\$ 4,000.00	\$ 4,000.00
35	Street and Stop Signs	EA	2	\$ 750.00	\$ 1,500.00
36	Street Monuments	EA	5	\$ 1,000.00	\$ 5,000.00
Subtotal					\$ 819,665.00
5% Contingency					\$ 40,983.25
Testing					\$ 9,000.00
Surveying					\$ 9,000.00
Asbuilt & Certification					\$ 9,000.00
Grand Total					\$ 887,648.25

EXHIBIT B

**COPPER TRAILS PHASE 2 - UNIT 1
SINGLE FAMILY RESIDENTIAL SUBDIVISION
SITE IMPROVEMENT CIVIL CONSTRUCTION PLANS**

LEGEND

[illegible]

PROJECT SPECIFICATIONS:

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ASSUMPTIONS

Year	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	

PROJECT CONTACTS

[illegible]

GEOTECHNICAL ENGINEER

[illegible]

PROJECT INFORMATION

1. General Information
a. Name of the person or organization: [Redacted]
b. Address: [Redacted]
c. City: [Redacted] State: [Redacted] Zip: [Redacted]
d. Date of birth: [Redacted]
e. Date of death: [Redacted]
f. Date of burial: [Redacted]
g. Date of cremation: [Redacted]
h. Date of interment: [Redacted]
i. Date of exhumation: [Redacted]
j. Date of reinterment: [Redacted]
k. Date of other significant events: [Redacted]

2. Family Information
a. Name of the person or organization: [Redacted]
b. Address: [Redacted]
c. City: [Redacted] State: [Redacted] Zip: [Redacted]
d. Date of birth: [Redacted]
e. Date of death: [Redacted]
f. Date of burial: [Redacted]
g. Date of cremation: [Redacted]
h. Date of interment: [Redacted]
i. Date of exhumation: [Redacted]
j. Date of reinterment: [Redacted]
k. Date of other significant events: [Redacted]

3. Other Information
a. Name of the person or organization: [Redacted]
b. Address: [Redacted]
c. City: [Redacted] State: [Redacted] Zip: [Redacted]
d. Date of birth: [Redacted]
e. Date of death: [Redacted]
f. Date of burial: [Redacted]
g. Date of cremation: [Redacted]
h. Date of interment: [Redacted]
i. Date of exhumation: [Redacted]
j. Date of reinterment: [Redacted]
k. Date of other significant events: [Redacted]

SHEET INDEX

1. The first step is to identify the problem. This involves understanding the symptoms and the context in which they are occurring.

2. The second step is to gather information. This includes talking to people who are affected by the problem and looking at any relevant data or documents.

3. The third step is to analyze the information. This involves looking for patterns, identifying causes, and determining the scope of the problem.

4. The fourth step is to develop a plan. This involves deciding on the best way to address the problem and setting out the steps that need to be taken.

5. The fifth step is to implement the plan. This involves putting the plan into action and making sure that everyone is doing their part.

6. The sixth step is to evaluate the results. This involves checking to see if the problem has been solved and if the plan was effective.

7. The seventh step is to make adjustments. This involves making any necessary changes to the plan or the way it is being implemented.

8. The eighth step is to communicate the results. This involves letting everyone know what has been done and what the results are.

9. The ninth step is to document the process. This involves keeping a record of what was done and how it was done, so that it can be repeated if necessary.

10. The tenth step is to review the process. This involves looking back at the whole process and seeing if there are any lessons to be learned.

1. The first group of people who are not in the labor force are those who are not in the labor force because they are not in the labor force.

PROJECT CONTACTS

[illegible]

GEOTECHNICAL ENGINEER

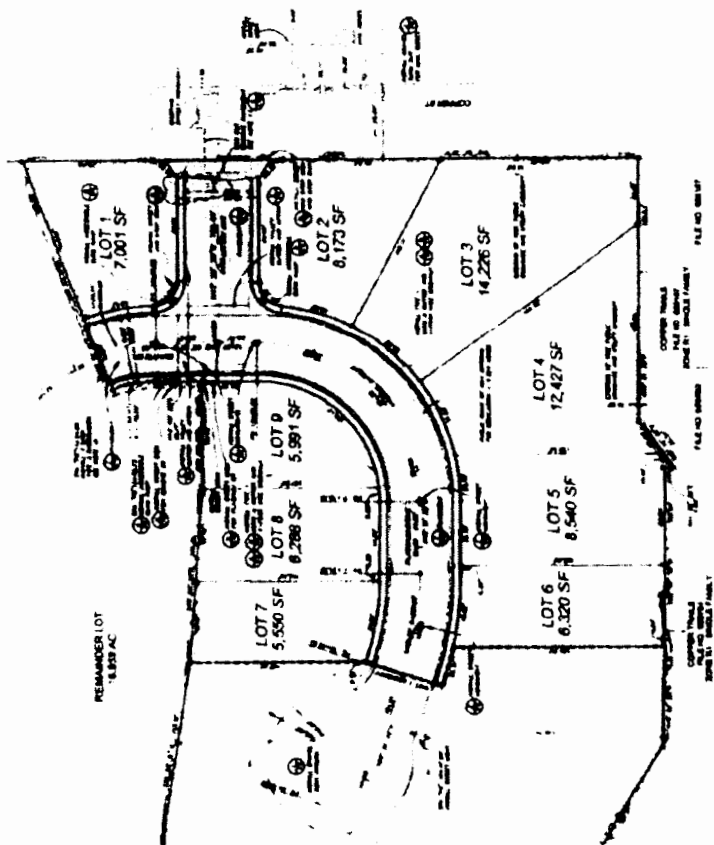
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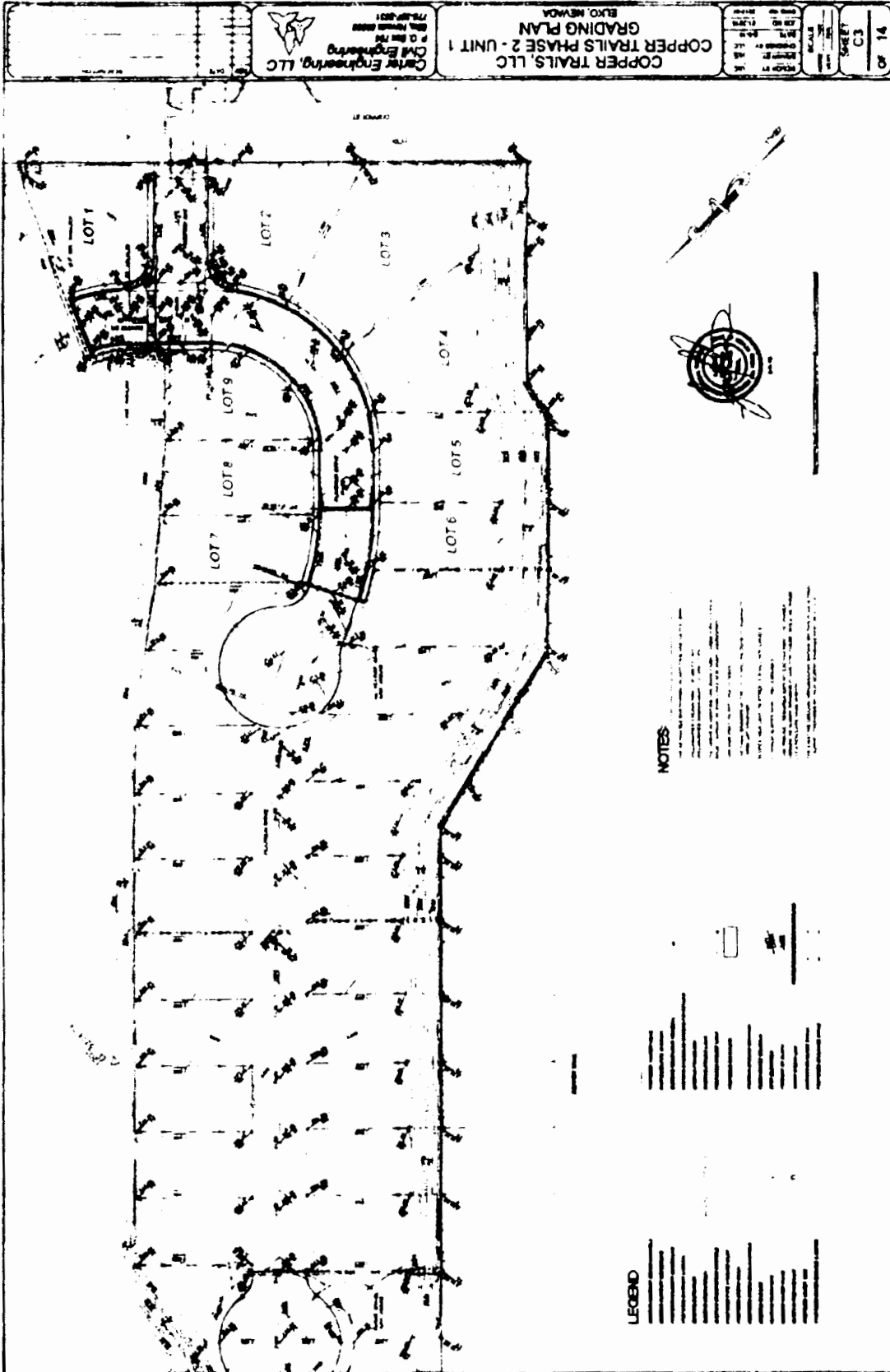
LEGEND

1. LOT 1 7,001 SF
 2. LOT 2 8,173 SF
 3. LOT 3 14,226 SF
 4. LOT 4 12,427 SF
 5. LOT 5 8,540 SF
 6. LOT 6 6,320 SF
 7. LOT 7 5,550 SF
 8. LOT 8 8,288 SF
 9. LOT 9 5,991 SF
 10. REMAINDER LOT 18,839 AC

NOTES

1. ALL LOTS ARE TO BE DEVELOPED FOR RESIDENTIAL USE.
 2. THE TOTAL AREA OF THE SITE IS 18,839 AC.
 3. THE TOTAL AREA OF THE LOTS IS 118,000 SF.
 4. THE TOTAL AREA OF THE REMAINDER LOT IS 18,839 AC.
 5. THE TOTAL AREA OF THE SITE IS 18,839 AC.





NOTES

1. ALL LOT LINES ARE TO BE SET BACK 10 FEET FROM THE ADJACENT LOT LINES.
 2. ALL LOT LINES ARE TO BE SET BACK 10 FEET FROM THE ADJACENT LOT LINES.
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COPPER TRAILS, LLC
 GRADING PLAN
 ELKO, NEVADA
 CIVIL ENGINEERING, LLC
 P.O. BOX 100
 ELKO, NEVADA 89801
 775-738-0001

PROJECT NO.	100
DATE	10/1/10
BY	J. L. L.
CHECKED BY	J. L. L.
APPROVED BY	J. L. L.
SCALE	1" = 100'
SHEET	14

SHEET 14		SCALE 1" = 40'		DATE 12/12/11		DRAWN BY JLC		CHECKED BY JLC		APPROVED BY JLC	
PROJECT CUPPER TRAILS PHASE 2 - UNIT 1											
CLIENT CUPPER TRAILS, LLC											
ENGINEER Carter Engineering, LLC											
LICENSE NO. 143											
EXPIRATION DATE 12/31/12											



WATER NOTES

1. ALL LOT AREAS SHALL BE SERVED BY THE EXISTING WATER MAIN AND LATERAL SYSTEM.

2. THE EXISTING WATER MAIN IS LOCATED ALONG THE WEST PROPERTY LINE AT A DEPTH OF 48 INCHES.

3. THE EXISTING WATER MAIN IS 12 INCH DIAMETER AND IS MADE OF DUCTILE IRON PIPE.

4. THE EXISTING WATER MAIN HAS A 1% SLOPE TOWARDS THE STREET.

5. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE STREET CURB.

6. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE PROPERTY LINE.

7. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 1 CORNER.

8. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 2 CORNER.

9. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 3 CORNER.

10. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 4 CORNER.

11. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 5 CORNER.

12. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 6 CORNER.

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81. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 75 CORNER.

82. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 76 CORNER.

83. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 77 CORNER.

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87. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 81 CORNER.

88. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 82 CORNER.

89. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 83 CORNER.

90. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 84 CORNER.

91. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 85 CORNER.

92. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 86 CORNER.

93. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 87 CORNER.

94. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 88 CORNER.

95. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 89 CORNER.

96. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 90 CORNER.

97. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 91 CORNER.

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99. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 93 CORNER.

100. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 94 CORNER.

101. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 95 CORNER.

102. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 96 CORNER.

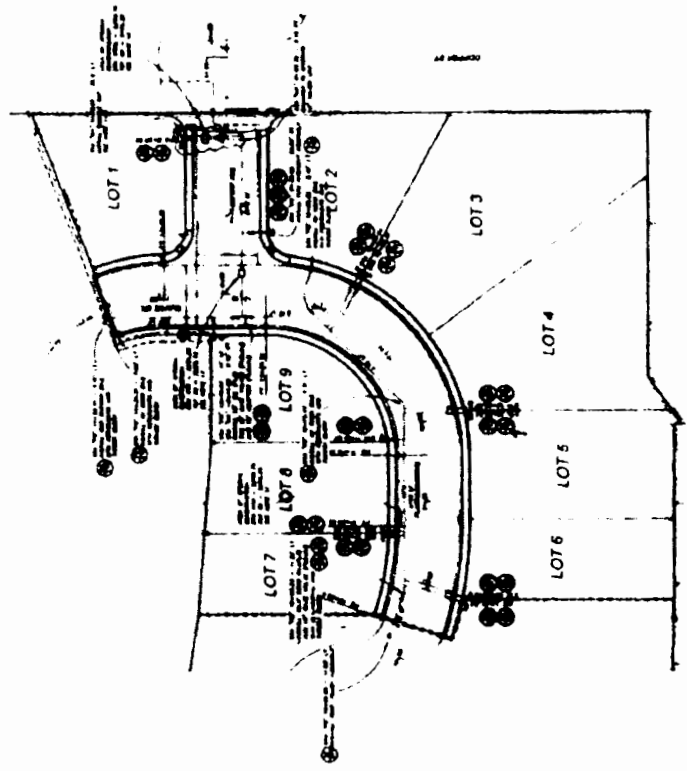
103. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 97 CORNER.

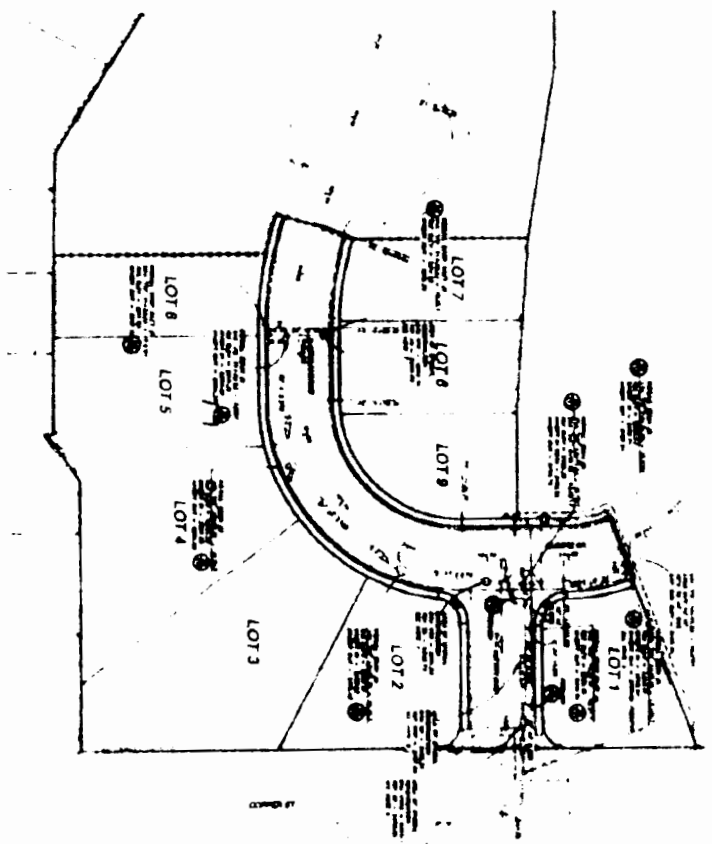
104. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 98 CORNER.

105. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 99 CORNER.

106. THE EXISTING WATER MAIN IS 10 FEET DEEP AT THE LOT 100 CORNER.

LEGEND





LEGEND

Manhole

Catch Basin

Storm Drain

Property Line

Lot Line

Street

STORM DRAIN NOTES

1. All storm drains shall be installed in accordance with the latest edition of the Uniform Plumbing Code (UPC) and the latest edition of the International Building Code (IBC).

2. All storm drains shall be installed in accordance with the latest edition of the National Fire Protection Association (NFPA) Standard 220, Recommended Practice for the Installation of Storm Drainage Systems.

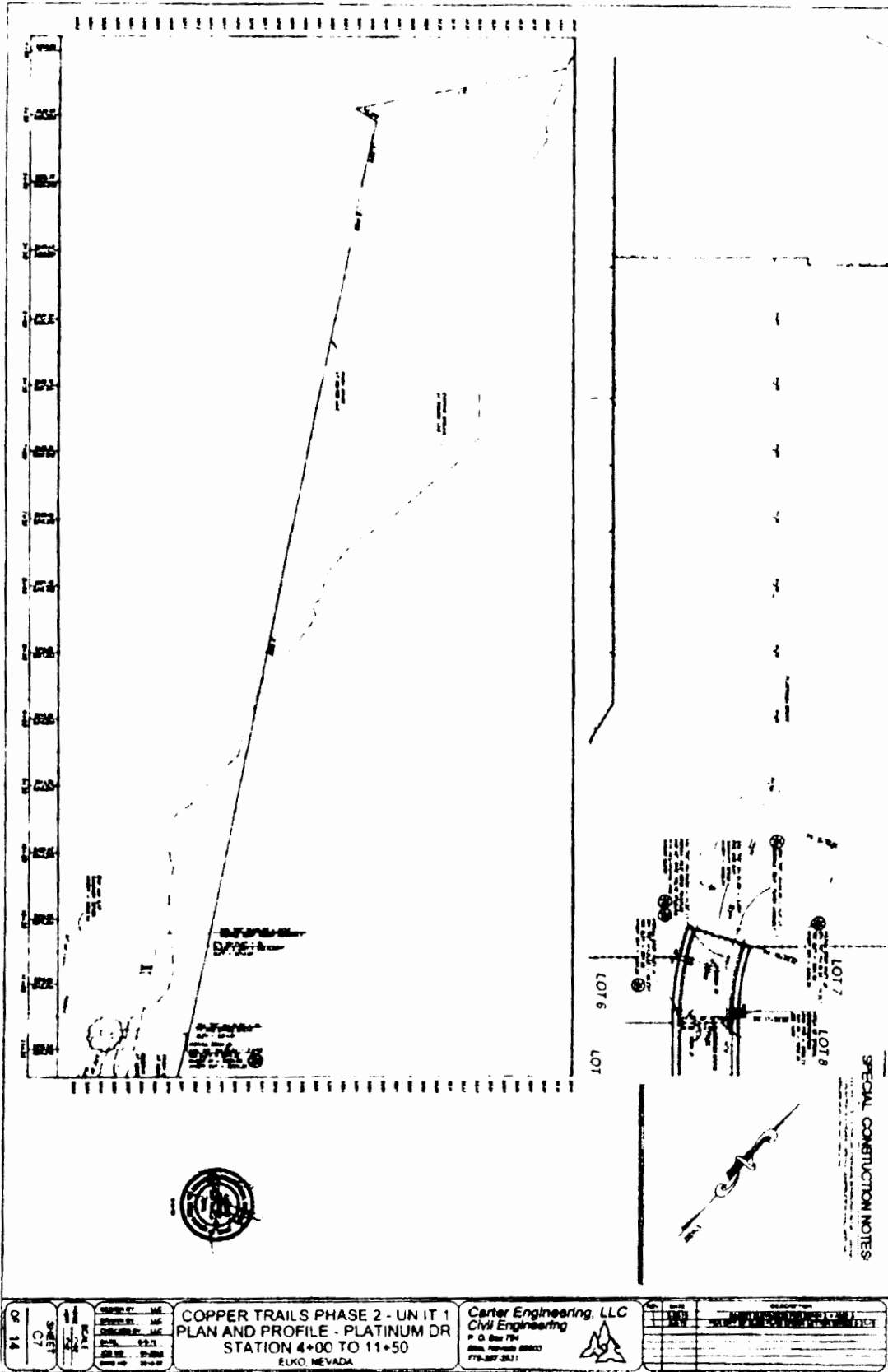
3. All storm drains shall be installed in accordance with the latest edition of the American Society of Civil Engineers (ASCE) Manual of Practice No. 78, Storm Drainage Design.

4. All storm drains shall be installed in accordance with the latest edition of the American Society of Mechanical Engineers (ASME) Standard B31.1, Process Piping.

5. All storm drains shall be installed in accordance with the latest edition of the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Standard 90.1, Energy Efficient Buildings.

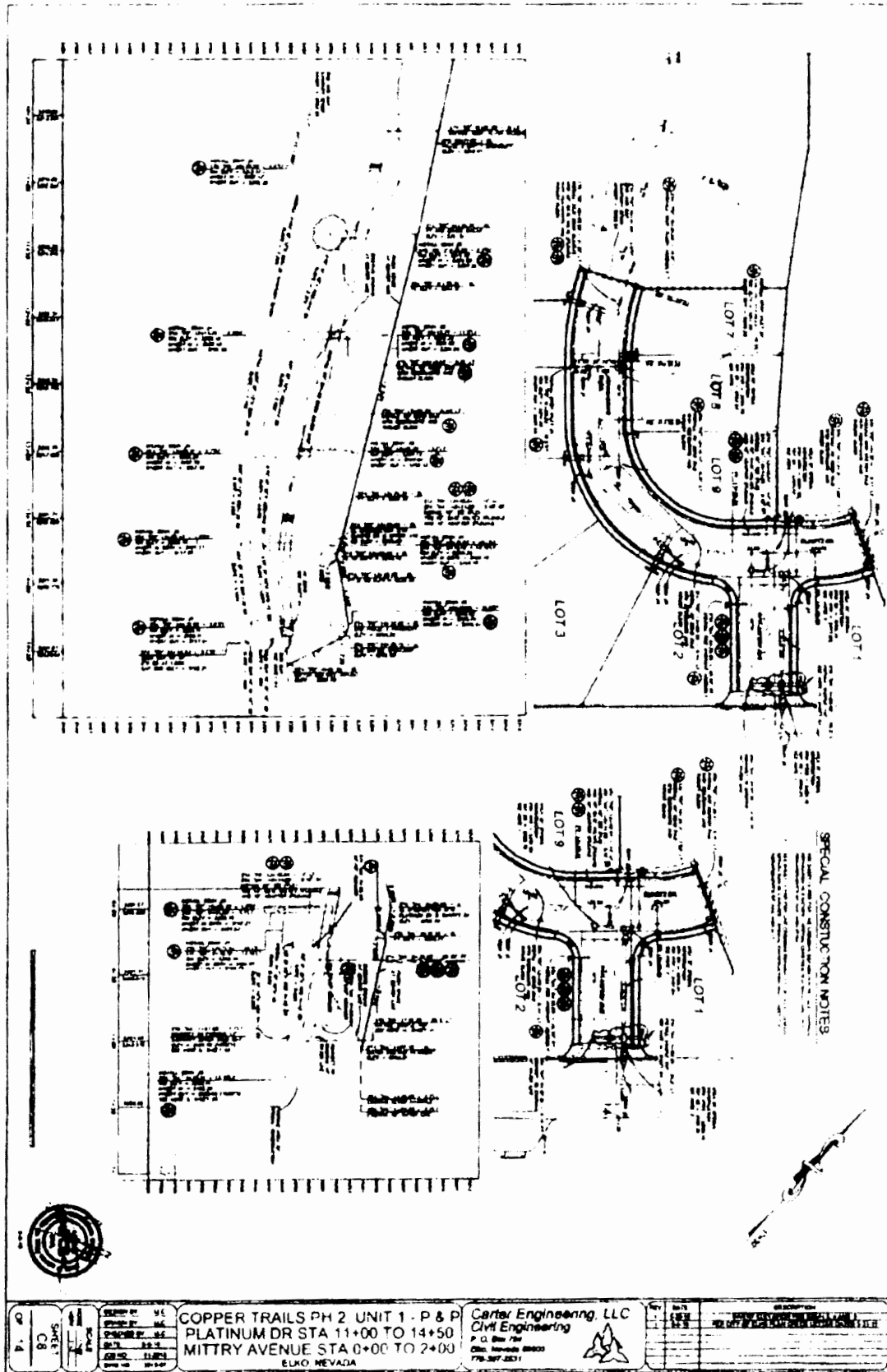


SHEET 06 OF 14	SCALE AS SHOWN	DESIGNED BY CHECKED BY DATE 10-1-11 10-1-11 10-1-11	PROJECT NO. 10-1-11	PROJECT NAME CUPPER TRAILS, LLC CUPPER TRAILS PHASE 2 - UNIT 1 STORM DRAIN PLAN ELKO, NEVADA	ENGINEER Carter Engineering, LLC CMI Engineering P. O. Box 704 Elko, Nevada 89801 775-867-2021		DATE 10-1-11	BY [Signature]
							DATE 10-1-11	BY [Signature]



SPECIAL CONSTRUCTION NOTES

18 14 12 10 8 6 4 2 0	100 50 0 50 100	DESIGNED BY: JAC CHECKED BY: JAC DATE: 12-21-11 SCALE: 1"=400' SHEET NO: 18 OF 14	COPPER TRAILS PHASE 2 - UNIT 1 PLAN AND PROFILE - PLATINUM DR STATION 4+00 TO 11+50 ELKO, NEVADA	Carter Engineering, LLC Civil Engineering P. O. Box 704 Elko, Nevada 89801 775-327-2521	100 50 0 50 100
		100 50 0 50 100			



<p>P. Q.</p> <p>SHEET</p> <p>C 8</p>	<p>DATE: 11/11/11</p> <p>BY: [Signature]</p> <p>CHECKED: [Signature]</p> <p>APPROVED: [Signature]</p>	<p>COPPER TRAILS PH 2 UNIT 1 - P & P</p> <p>PLATINUM DR STA 11+00 TO 14+50</p> <p>MITTRY AVENUE STA 0+00 TO 2+00</p> <p>BLVD, NEVADA</p>	<p>Carter Engineering, LLC</p> <p>Civil Engineering</p> <p>P.O. Box 704</p> <p>Chico, Nevada 89403</p> <p>775-397-3331</p>	<p>DATE: 11/11/11</p> <p>BY: [Signature]</p> <p>CHECKED: [Signature]</p> <p>APPROVED: [Signature]</p>
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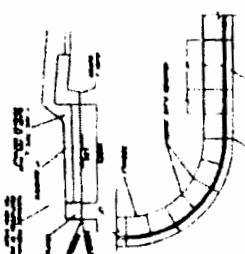
TYPE 1 CURB AND GUTTER



TYPE 2 CURB AND GUTTER

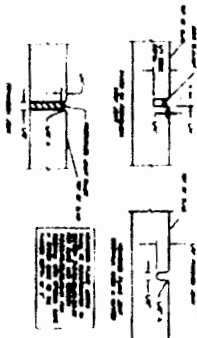
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CURB AND GUTTER (A)

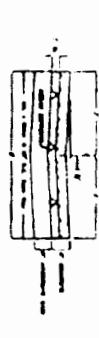


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PCC NORMAL (B)



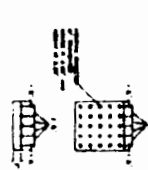
PCC JOINTING DETAILS



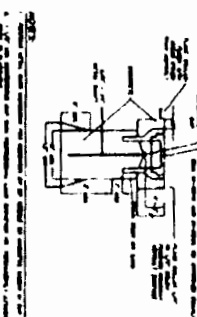
PCC VALLEY GUTTER WITH JAW (C)



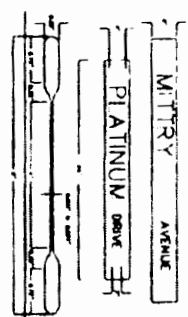
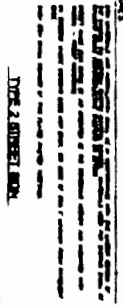
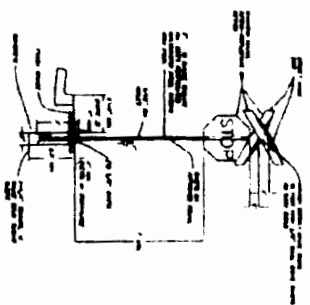
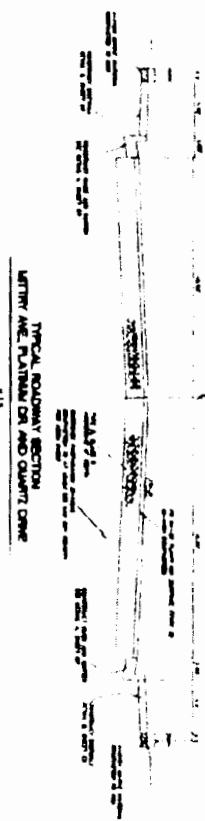
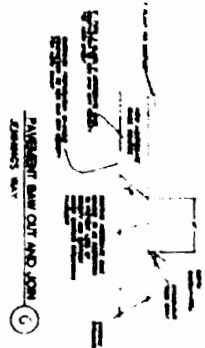
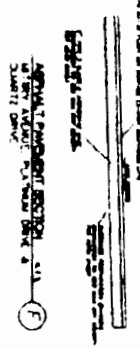
CURB RAMP (D)



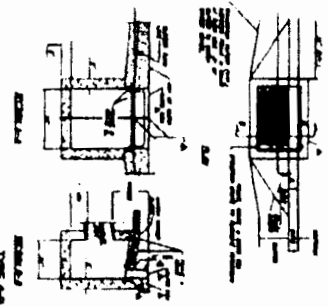
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CURB & RAMP (E)

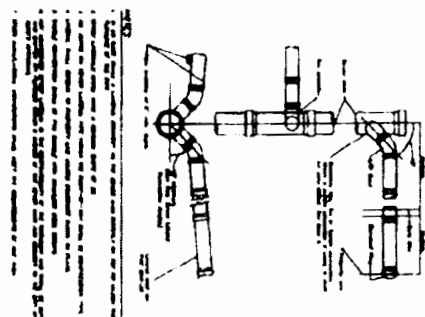


MITTRY AVENUE
PLATINUM DRIVE

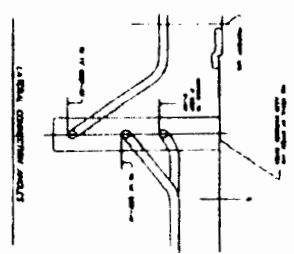


TYPE 44 CUBIC YARD (5)

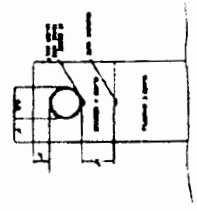
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TYPE LATERAL CONNECTION (5)



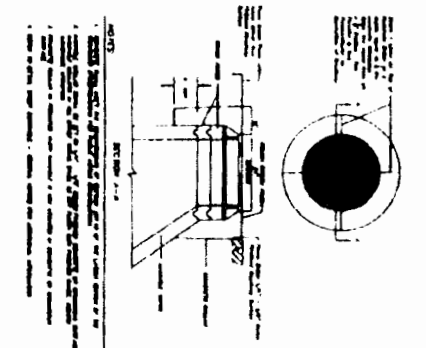
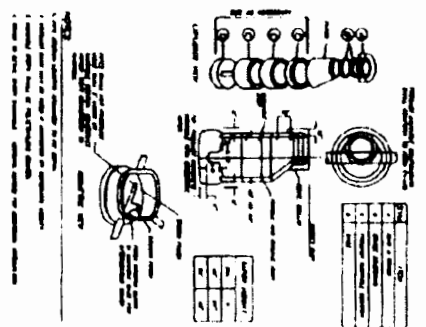
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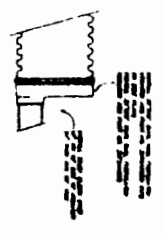
TYPE LAMPPOST (5)

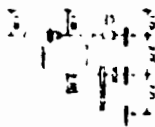
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LAMPPOST (5)



STORM DRAIN REDUCER (5)





LOCAL VITALITY THROUGH LOCALIZATION

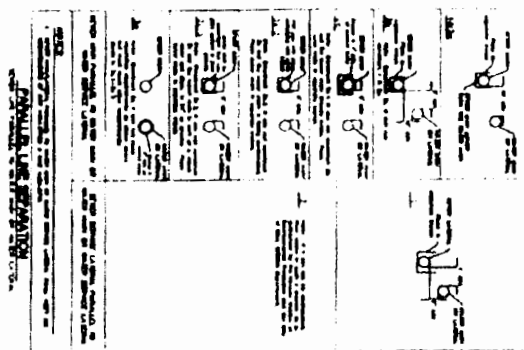
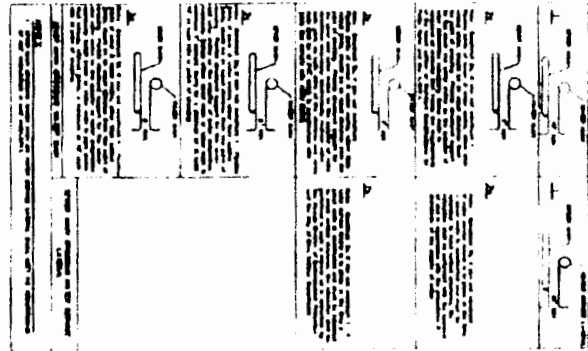
三、**「中華民國」**

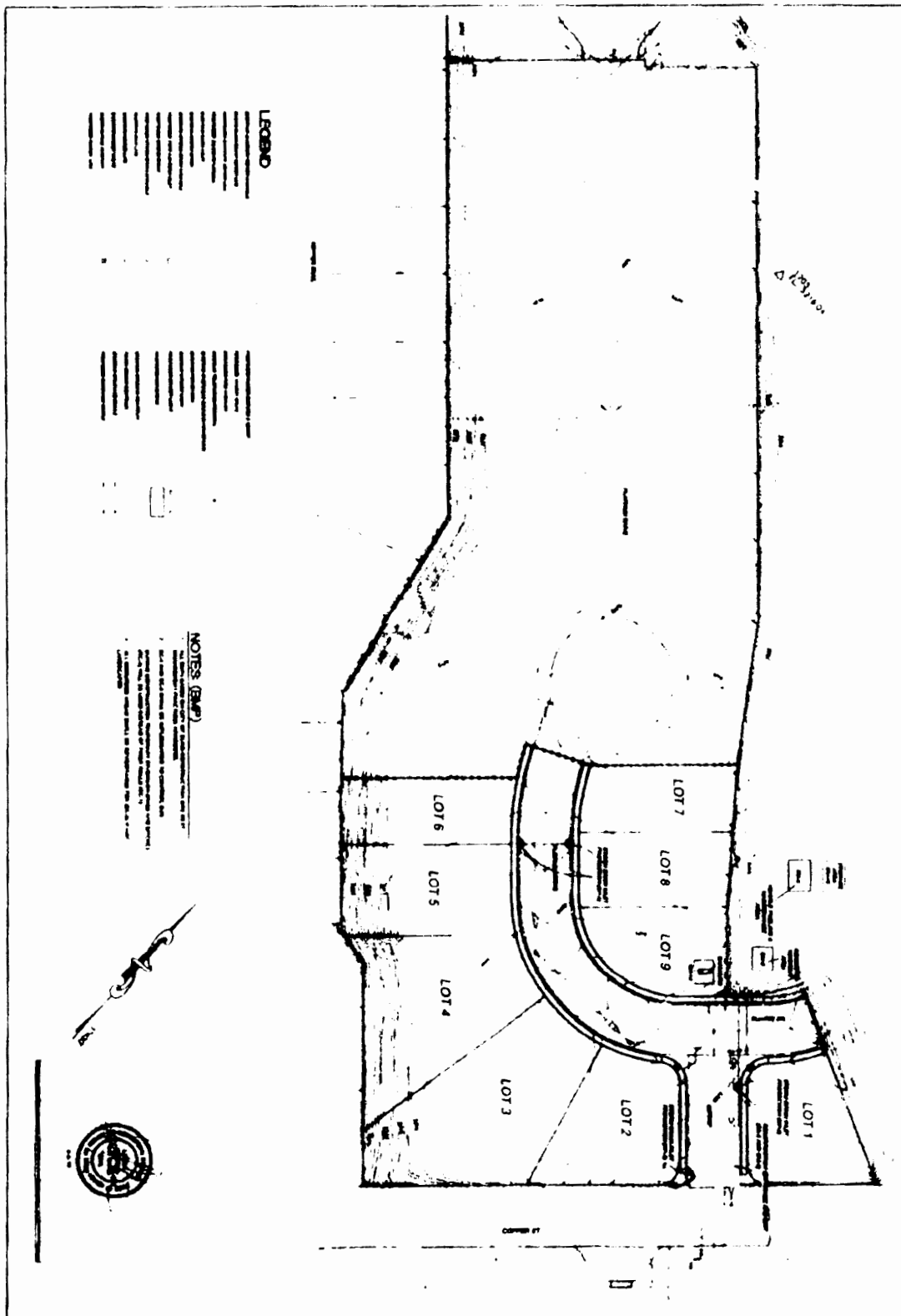
1. The first step is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

10-10-68 10:10 AM

COOPERATIVE EDUCATION
 1840 W. 10TH AVE. ST. LOUIS, MO. 63103





SHEET C14 OF 14	DESIGNED BY DRAWN BY CHECKED BY DATE SCALE PROJECT NO.	COPPER TRAILS, LLC COPPER TRAILS PHASE 2 - UNIT 1 EROSION CONTROL PLAN ELKO, NEVADA	Carter Engineering, LLC Civil Engineering P. O. Box 794 Elko, Nevada 89801 775-267-2531	REV. DATE DESCRIPTION 1 01/15/14 Initial Design 2 02/15/14 Final Design
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**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Transportation Services Agreement between SkyWest Airlines, Inc. and the City of Elko, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 11, 2022**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **At the December 14, 2021 meeting, the City Council approved a consulting agreement between the City of Elko and Airplanners, LLC, for the purpose of providing air service management and development tasks on behalf of the City. As a result, the proposed Transportation Services Agreement is actively being negotiated and will be presented to the City Council upon its availability. CC**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Pleasure of the Council**
10. Prepared by: **Curtis Calder, City Manger**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Resolution No 1-22, a Resolution and Order providing for the Elko City General Election to be held November 8, 2022, and matters related thereto FOR POSSIBLE ACTION**
2. Meeting Date: **January 11, 2022**
3. Agenda Category: **RESOLUTION**
4. Time Required: **5 Minutes**
5. Background Information: **The Elko City Council will have one (1) Mayor position and two (2) City Councilmember positions available for the election to be held November 8, 2022. The City Election shall be governed by and conducted in accordance with the Elko City Charter, Title 1 Chapter 5 of the Elko City Code, and all applicable laws of Nevada. Candidates for office may declare their candidacy at the Elko City Clerk's office March 7 – March 18, 2022. KW**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution No. 1-22**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared by: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

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

**CITY OF ELKO
RESOLUTION # 01-22**

**PROCLAMATION OF THE
ELKO CITY GENERAL ELECTION**

NOTICE IS HEREBY GIVEN that the City Council of the City of Elko, Nevada, pursuant to Article V of the Charter of the City of Elko, State of Nevada, and Title 1, Chapter 5 of the Elko City Code, and the election laws of the State of Nevada, by its resolution passed, adopted, signed and approved on the eleventh day of January, 2022, has ordered a general election for the City of Elko, as follows:

1. A general City election shall be held in the City of Elko, Nevada, on Tuesday, the 8th day of November, 2022, for the election at-large by the qualified voters for one (1) Mayor position and two (2) Councilmember positions on the City Council for the City of Elko, who shall hold office for a period of four (4) years and until their respective successors shall have been elected and qualified.

2. The Elko City Precincts and Polling Places within the City of Elko for such election shall be as follows:

PRECINCT NO. 1: At the **ELKO CONVENTION CENTER**, 700 Moren Way;
PRECINCT NO. 2: At the **ELKO CONVENTION CENTER**, 700 Moren Way;
PRECINCT NO. 3: At the **ELKO CONVENTION CENTER**, 700 Moren Way;
PRECINCT NO. 4: At the **ELKO CONVENTION CENTER**, 700 Moren Way;
PRECINCT NO. 5: At the **ELKO CONVENTION CENTER**, 700 Moren Way;
PRECINCT NO. 6: At the **ELKO CONVENTION CENTER**, 700 Moren Way;
PRECINCT NO. 7: At the **ELKO CONVENTION CENTER**, 700 Moren Way;
PRECINCT NO. 8: At the **ELKO CONVENTION CENTER**, 700 Moren Way;
PRECINCT NO. 9: At the **ELKO CONVENTION CENTER**, 700 Moren Way;
PRECINCT NO. 10: At the **ELKO CONVENTION CENTER**, 700 Moren Way;
PRECINCT NO. 11: At the **ELKO CONVENTION CENTER**, 700 Moren Way;
PRECINCT NO. 14: At the **ELKO CONVENTION CENTER**, 700 Moren Way;

3. Said polling place shall be open at 7:00 o'clock a.m. and close at 7:00 o'clock p.m. on the 8th day of November, 2022, unless polling times are changed by Nevada law, in which event the polls shall open and close in accordance with such Nevada law.

RESOLUTION (Cont'd)

4. In-Person and Mail Registration for this election shall close at 5:00 o'clock p.m. on October 11, 2022. Online registration through the Nevada Secretary of State at www.registertovotenv.gov is available thru November 8, 2022. Same day registration is available on November 8, 2022 at the polling place, Elko Convention Center, 700 Moren Way, Elko, Nevada. Qualified persons residing within the exterior boundaries of the City of Elko, Nevada may register for this election at either the Elko City Clerk's Office, Elko City Hall, Elko, Nevada, or the Elko County Clerk's Office, Elko County Courthouse, Elko, Nevada according to the law, prior to such close of registration.

5. Each of the officers elected by the popular vote shall qualify as required by the Charter of the City of Elko and the Constitution and laws of the State of Nevada, and enter upon the discharge of their respective duties on the first Monday in January next following the election, and failing to do so within said time, such office shall be and become vacant. To qualify, each candidate shall be:

- (a) A bona fide resident of the City of Elko for at least two (2) years prior to election.
- (b) A qualified elector within the City.
- (c) The candidate must actually, as opposed to constructively, reside in the City of Elko at least 30 days immediately preceding the date of the close of filing of declarations of candidacy for this office.

6. All persons interested in becoming a candidate for office in this election must file their Declaration of Candidacy and pay their \$50.00 filing fee at the Elko City Clerk's Office no earlier than 8:00 o'clock a.m. on Monday, the 7th day of March 2022 and not later than 5:00 o'clock p.m. on Friday, the 18th day of March, 2022.

7. Any registered voter who by reason of physical disability or inability to read or write English or who is unable to read election material or mark a ballot or use any voting device may be assisted by a person of the voter's own choice, with exceptions as set forth in N.R.S. 293C.282.

IN WITNESS WHEREOF, the Mayor of the City of Elko has made this Proclamation pursuant to the Elko City Charter and the order of the City Council of the City of Elko, this 11th day of January, 2022.

REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE
Elko City Clerk

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Publish: January 14, January 21, January 28, & February 4, 2022

Post: January 12th, 2022

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Resolution No. 02-22, a Resolution determining the need exists to acquire the Motorola Solutions Flex Records Management Software for the Elko Police Department, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 11, 2022**
3. Agenda Category: **RESOLUTION**
4. Time Required: **5 Minutes**
5. Background Information: **A copy of the proposed Resolution has been included in the agenda packet for review. CC**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement:
8. Supplemental Agenda Information:
9. Recommended Motion: **Pleasure of the Council**
10. Prepared by: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Ty Trouten, Police Chief**

trouten@elkocitynv.gov

Upon introduction and motion by _____ and seconded by _____ the following Resolution was duly passed and adopted:

CITY OF ELKO RESOLUTION 02-22

A Resolution determining the need exists to acquire the Motorola Solutions Flex Records Management Software for the Elko Police Department.

WHEREAS, the City of Elko operates a full service Police Department; and

WHEREAS, Records Management Software is an essential and critical tool for the efficient operation of a Police Department; and

WHEREAS, on November 23, 2021, the Elko City Council approved a Financing Proposal and Shared Agency Agreement, Inc. With Motorola Solutions, Inc. for Flex Records Management Software for the Elko Police Department.

NOW THEREFORE IT IS HEREBY RESOLVED AS FOLLOWS:

1. The Elko City Council has determined that a true and very real need exists for the acquisition of the Equipment and other personal property described in the Equipment Lease-Purchase Agreement between Motorola Solutions, Inc. and the City of Elko (Lease # 25207).
2. The Elko City Council has determined that the approval of the Equipment Lease-Purchase Agreement between Motorola Solutions, Inc. and the City of Elko (Lease # 25207) is in the best interests of the City of Elko for the acquisition of such Equipment or personal property.
3. City staff is hereby authorized to take all action they deem necessary or appropriate to carry this resolution into effect;
4. This resolution shall become effective and in force immediately upon its adoption.

Passed and adopted this 11th day of January, 2022

CITY OF ELKO

BY: _____

REECE KEENER, MAYOR

KELLY WOOLDRIDGE, Clerk

VOTE:

AYES:

NAYS:

ABSENT:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action on Curb, Gutter, and Sidewalk Waiver No. 2-21, filed by Karen Hernandez, requesting the City of Elko waive the requirement for curb, gutter, and sidewalk along the Carlin Court frontage adjacent to 698 S. 5th Street, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 11, 2022**
3. Agenda Category: **PETITION**
4. Time Required: **10 Minutes**
5. Background Information: **Per Elko City Code Section 8-21-3, public improvements are required on lots or parcels upon change of use. The applicant has purchased the property after being vacant for more than 12 months, eliminating any legal non-conforming status and creating a change of use. This change to the property has triggered the requirement to construct sidewalk along both frontages of the property. The applicant is requesting that the requirements be waived only on the Carlin Court frontage. Staff has reviewed the waiver request and recommends denial of the waiver for curb, gutter, and sidewalk as outlined in the attached memo. MR**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Memo to City Council, Application, Site Plan**
9. Recommended Motion: **Deny Curb, Gutter, and Sidewalk Waiver No. 2-21 for the waiver of curb, gutter, and sidewalk along the Carlin Court frontage adjacent to 698 S. 5th Street.**
10. Prepared by: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Planning Department, Engineering Department, Public Works Department**
12. Council Action:
13. Agenda Distribution: **Karen Hernandez
1730 Celtic Way
Elko, NV 89801

Carter Engineering, LLC
Attn: Lana Carter
P.O. Box 794
Elko, NV 89803
lanacarter@LIVE.COM**

Carter Engineering, LLC
Attn: Lana Carter
P.O. Box 794
Elko, NV 89803
lanalcarter@LIVE.COM



City of Elko Development Department
1751 College Avenue
Elko, NV 89801
(775) 777-7210
FAX (775) 777-7219

Memorandum

To: City Council
From: Michele Rambo, AICP – Development Manager
RE: Curb, Gutter, and Sidewalk Waiver 2-21
Date: January 11, 2022

RECOMMENDATION: *DENIAL*

Per City of Elko Code 8-21-3 (Sidewalk, Curb, and Gutter Construction), waivers are granted when “it is impractical to install curb, gutter, and sidewalk because of circumstances beyond the reasonable control of the applicant property owner”. When considering what is outside of the control of an applicant or property owner, Staff is looking for issues such as whether an existing building on-site is in the way, if the installation would create a significant conflict with other development regulations, or if the sidewalk constitutes a safety concern due to some unique circumstance. In general, Staff considers pedestrian safety an overriding concern that is not to be waived lightly.

Existing Conditions

The property in question consists of two street frontages (S. 5th Street and Carlin Court). South 5th Street has existing curb and gutter, but no sidewalk. Carlin Court has no curb, gutter, or sidewalk. The waiver request is for improvements only along the Carlin Court frontage of the property.

The lot itself consists of a shop building. The property has been vacant for more than 12 months and has lost its legal non-conforming status.

The property recently sold and the new owner would like to open an auto repair business in this location. City Code Section 8-21-3(A) requires that curb, gutter, and sidewalk be installed “...upon developed lots or parcels of land involving a change in building occupancy and use of land...or upon a lot or parcel of land when a change of use results in a measurable increase in pedestrian or vehicular traffic...”, as is the case here. Due to the loss of the previous legal non-conforming status, any use of this parcel and/or building is considered a change in use and requires that the property be brought up to current code prior to occupancy. In addition, the anticipated auto repair business will increase the number of vehicles on this portion of Carlin Court, which in turn impacts pedestrian safety at this intersection.



Exhibit A – Existing S. 5th Street Frontage



Exhibit B – Existing Carlin Court Frontage

Discussion

The property owner had a local engineer examine if and how curb, gutter, and sidewalk could be placed along the Carlin Court frontage. The engineer determined it was possible to construct all improvements with the addition of a retaining wall. In fact, the application for the requested waiver says “it is possible to install sidewalk, curb and gutter”. The engineer’s plan for these improvements is shown below in Exhibit C and is provided in the Council packet.

The simple fact that an engineer has been able to design the required street improvements takes away any impracticality required in the City of Elko Code for the approval of a waiver. As seen in the plan below, there is no physical obstacle to these improvements.

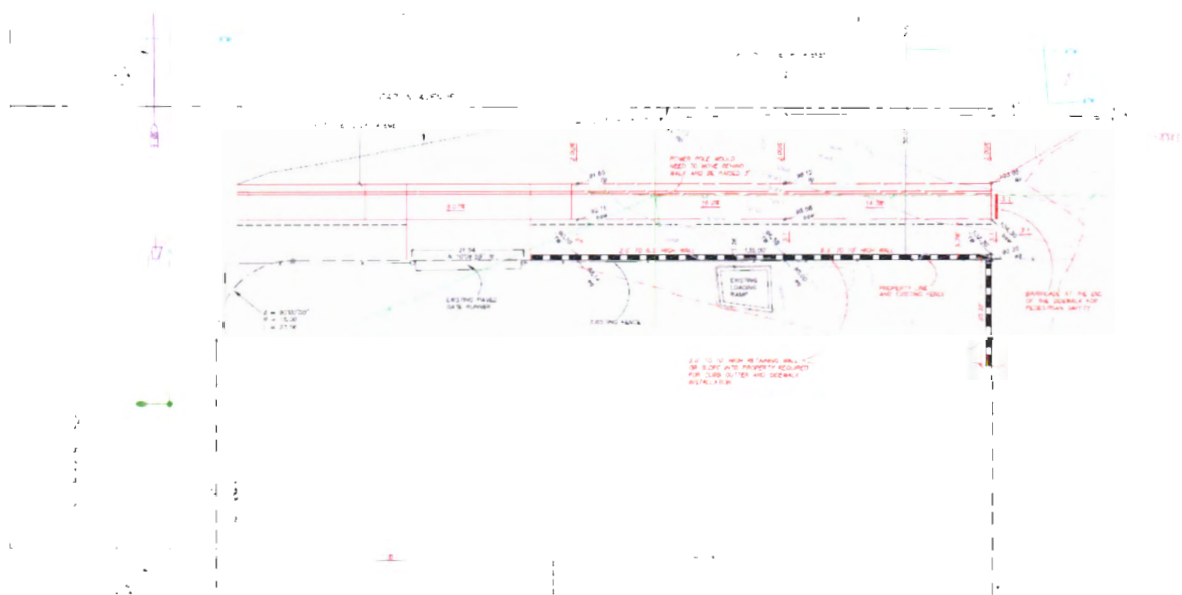


Exhibit C – Project Engineer’s Plan for Sidewalk Construction

As shown below, there are several examples throughout the City of Elko where street improvements have been constructed in association with a retaining wall. Three recent projects in particular have very similar circumstances as Carlin Court. The southeast corner of W. Cedar Street and D Street was recently improved as part of the development of the office building located on-site. As shown in Exhibit D, a retaining wall was built along the property line to accommodate the street as it goes up the hill. Exhibit E also shows recent improvements at the southeast corner of Juniper Street and 6th Street. This is also an example of a sidewalk/retaining wall combination on a street with a significant slope. It is also important to note that the slope of Juniper Street at this location is approximately 17 percent, while the slope of Carlin Court is 16 percent. Finally, Exhibit F shows a newly constructed sidewalk with retaining wall on a sloped portion of Jennings Way south of Sagecrest Drive.

These are just a few of the places within the City of Elko where the slope of a street has made it necessary for a retaining wall to be built in conjunction with curb, gutter, and sidewalk. The need for retaining walls does not make the installation of street improvements impractical.



Exhibit D – Sidewalk with Retaining Wall (W Cedar/D St.)



Exhibit E – Sidewalk with Retaining Wall (Juniper/6th St.)



Exhibit F – Sidewalk with Retaining Wall (Jennings Way South of Sagecrest Dr.)

There are several common arguments that Staff hears regarding these public improvement waivers. The first is that the property “has been that way forever”. The vast majority of parcels without curb, gutter, or sidewalk are going to fit into this category. If the City of Elko starts waiving street improvements for this reason, a precedent is set which then has to be considered for all other waiver requests going forward. Since the majority of parcels where waivers would be requested “have been that way forever”, the City runs the risk of backing itself into a corner where every waiver request will have to be granted.

Another common argument is that the adjoining parcels do not have curb, gutter, sidewalk and it is not fair for the City of Elko to require a single property owner to construct them. There are situations where this argument could be relevant. An example might be where a property is located several miles from the nearest sidewalk and has frontage located within the County or NDOT jurisdiction (where the likelihood of sidewalk being constructed for connectivity is low). However, the majority of properties within the City of Elko are within a reasonable distance from other existing sidewalks.

This neighborhood consists of a large amount of children walking to Southside Elementary School. Currently, the ones walking down Carlin Court are forced to walk in the travel lanes, which significantly increases the chances for accidents resulting in serious injury or death. The US Department of Transportation (<https://highways.dot.gov/public-roads/marchapril-2012/proven-countermeasures-pedestrian-safety>) has found that “roadways without sidewalks are more than twice as likely to have pedestrian crashes as locations with sidewalks...” Therefore, the addition of sidewalk along Carlin Court will greatly benefit a child’s ability to safely walk to school. In fact, as shown in Exhibit F above, the City

of Elko recently built a stretch of sidewalk along a parcel located in Elko County for the sole purpose of creating connectivity for students to safely walk to Adobe Middle School.

In cases such as the one being considered here, the construction of curb, gutter, and sidewalk are needed to connect pieces of a larger picture. These pieces benefit the City of Elko by providing critical drainage and pedestrian pathways that will eventually connect together as a whole. When adjoining parcels are redeveloped or undergo a change of use, they will also be required to construct their share of street improvements.

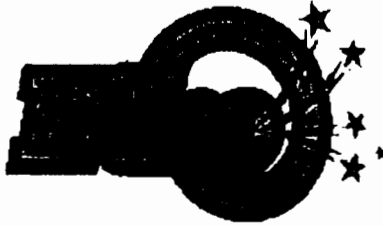
Another thing to consider with a curb, gutter, and sidewalk waiver is that the City of Elko will eventually have to pay for the waived street improvements. As roads within the City of Elko get older, reconstruction of the road is inevitable. When this occurs, curb, gutter, and sidewalk will be included in the design for any parcel that does not already have these items. By granting waivers, the City of Elko is effectively agreeing to take on the future cost of installing these improvements.

Take for example the property shown in Exhibit F located on Jennings Way where the City of Elko incurred cost for installation of curb, gutter, and sidewalk adjacent to a County property to facilitate a pedestrian route adjacent to a city street. The property to the north (at the corner of Jennings Way and Sagecrest Drive) submitted a request to waive their sidewalk requirement when the house was built. This request was denied by the City Council and the property owner installed the needed sidewalk. When it came time to provide the needed connectivity for pedestrian movement to Adobe Middle School, the City of Elko only had to pay for the improvements along the one parcel located in the County. If the City Council had granted the waiver for the property to the north, the City of Elko would have had to pay that much more for the connectivity.

Conclusion:

A hardship is not just an ordinary inconvenience or difficulty. Instead, the property owner must be able to show that there is an inability to make reasonable use of the land for a reason unique to that particular property. Based on the information provided (including an engineered plan showing how improvements could be installed) the property owner in this instance has not been able to show a unique feature of the property that would prohibit curb, gutter, and sidewalk.

As mentioned at the beginning, City of Elko Code 8-21-3 (Sidewalk, Curb, and Gutter Construction), waivers are granted when "it is impractical to install curb, gutter, and sidewalk because of circumstances beyond the reasonable control of the applicant property owner". At this time, City Staff cannot find any justification for the waiver that is beyond the property owner's control. Therefore, the Development Department, Planning Department, Engineering Department, and Public Works Department are recommending denial of the proposed waiver.



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

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

APPLICATION TO WAIVE CURB, GUTTER AND SIDEWALK INSTALLATION

APPLICANT(s):	Karen Hernandez		
MAILING ADDRESS:	1730 Celtic Way, Elko Nevada 89801		
PHONE NO. (Home)		(Business)	775-934-9444
NAME OF PROPERTY OWNER (If different):	Luis C. & Karen A. Hernandez <i>(Property owner consent in writing must be provided.)</i>		
MAILING ADDRESS:	1730 Celtic Way, Elko Nevada 89801		
ADDRESS AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):			
698 S 5th Street, Elko Nevada 89801			
ASSESSOR PARCEL NO(S):	001-462-004		

FILING REQUIREMENTS:

Complete Application Form: In order to begin processing the application, an application form must be complete and signed. *Complete* applications are due at least two weeks before any City Council meeting.

Fee: A \$250.00 non-refundable filing fee.

Plot Plan: A plot plan provided by a properly licensed surveyor depicting the existing condition drawn to scale showing property lines, existing and proposed buildings, building setbacks, distances between buildings, parking and loading areas, driveways and other pertinent information.

Note: One .pdf (email is okay) of the entire application must be submitted, as well as one set of legible, reproducible plans 8 1/2" x 11" in size.

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

RECEIVED

DEC 07 2021

1. APPLICANT requests a waiver of the requirement to install curb, gutter and sidewalk as described below:

8-21-3: C. 1. Shall be based on evidence that it is impractical to install curb, gutter and sidewalk because of circumstances beyond the reasonable control of the applicant property owner.
--

2. Identify any special circumstances, features or conditions applying to the property or the surrounding area which warrant or justify the waiver (evidence that it is technically impractical to install curb, gutter and sidewalk because of circumstances beyond the reasonable control of the applicant):

While it is possible to install sidewalk, curb and gutter is it impractical to install this along Carlin Court due to the existing grading in the right of way. The installation of the curb, gutter and sidewalk would required a 2' to 10' high retaining wall or the construction of a slope encroachment of 20' into the property.
--

3. Indicate how the granting of the waiver will not result in prejudice to other properties in the vicinity nor be detrimental to the public health, safety, and general welfare.

The adjacent properties on Carlin Court do not have these improvements and it is unlikely that these will be installed because of the existing topography. If installed the sidewalk have to be barricaded at the end for safety because the existing topography does not allow for a safe transition to existing grade.
--

This area intentionally left blank,

By My Signature below:

- ☒ I consent to having the City of Elko Staff enter on my property only for the sole purpose of inspection said property as part of this application process.
- ☐ I object to having the City of Elko Staff enter onto my property as a part of their review of this application. (Your objection will not affect the recommendation made by the staff or the final determination made by the City Planning Commission or the City Council.)
- ☒ I acknowledge that submission of this application does not imply approval of this request by the City Planning Department or the City Council, nor does it in and of itself guarantee issuance of any other required permits and/or licenses.
- ☐ I acknowledge that this application may be tabled until a later meeting if either I or my designated representative or agent is not present at the meeting for which this application is scheduled.
- ☒ I have carefully read and completed all questions contained within this application to the best of my ability.

Applicant / Agent

Karen Hernandez

(Please print or type)

Mailing Address

1730 Celtic Way

Street Address or P.O. Box

Elko, Nevada 89801

City, State, Zip Code

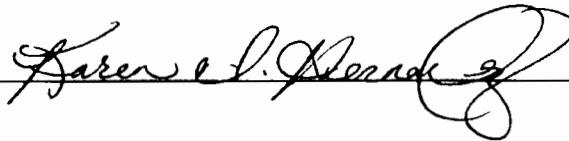
Phone Number:

775-934-9444

Email address:

colimacolina77@gmail.com

SIGNATURE:



OFFICE USE ONLY

File No.: 2-21 Date Filed: 12/7/21 Fee Paid: \$ 250 CK# 1894



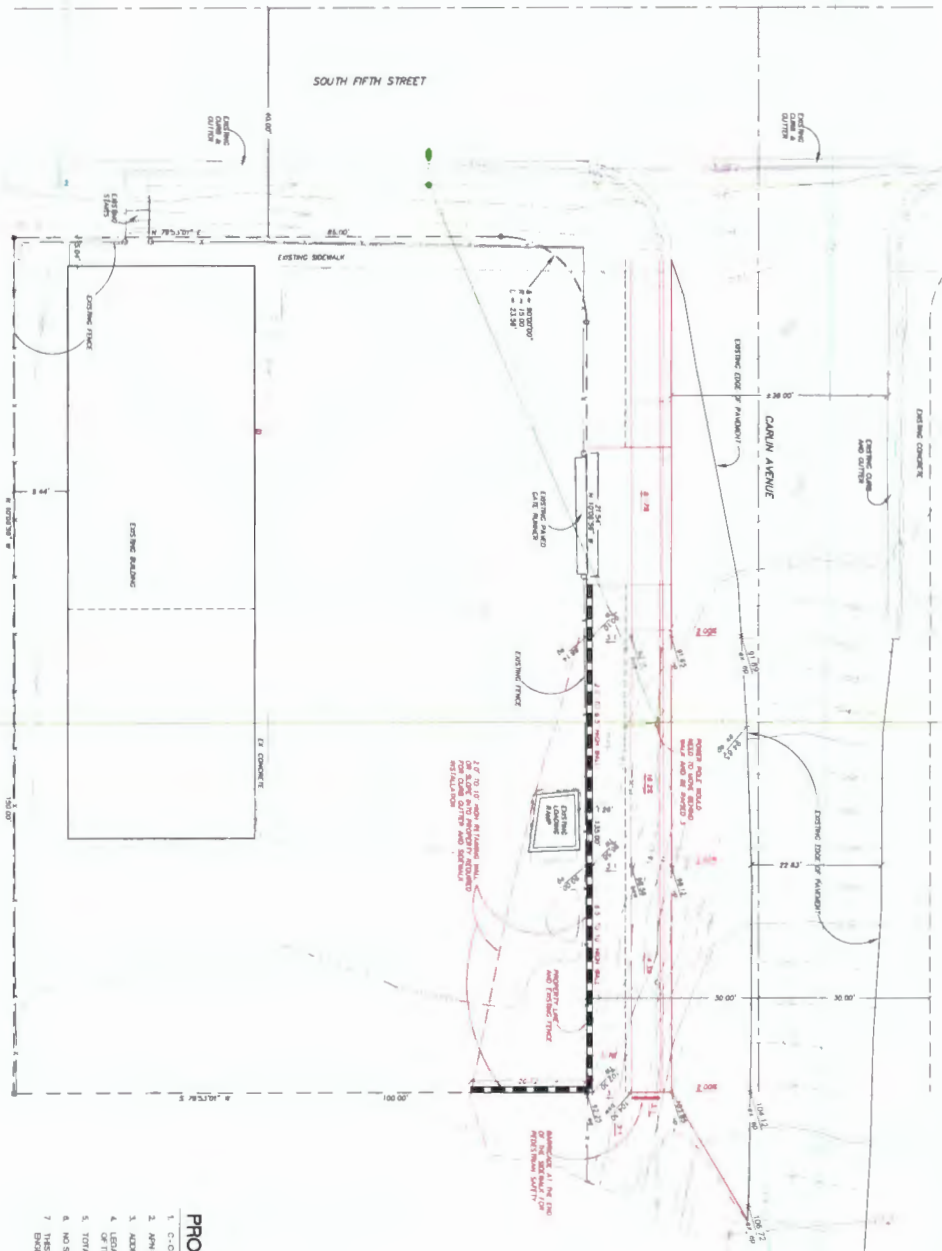
Looking up Carlin Court from 5th Street



Looking down Carlin Court to 5th Street

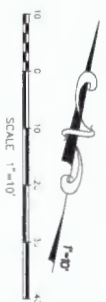
RECEIVED

DEC 07 2021



LEGEND

EXISTING SIDEWALK AND GUTTER
EXISTING SIDEWALK AND GUTTER
EXISTING SIDEWALK AND GUTTER
EXISTING SIDEWALK AND GUTTER
EXISTING SIDEWALK AND GUTTER



PROJECT INFORMATION

1. C - COMMERCIAL DISTRICT
2. APN = 001-480-004
3. ADDRESS = 698 SOUTH FIFTH STREET ELKO, NEVADA 89803
4. EXHIBIT FOR SIDEWALK, CURB & GUTTER WAIVER IN THE OFFICE OF THE ELKO COUNTY RECORDS
5. TOTAL AREA, PROJECT AREA IS 14,400 SQ. FT.
6. NO SET BACKS
7. THESE PLANS BASED ON A SURVEY PROVIDED BY JOHN DEBERT ENGINEERING, 500 WEST 10TH STREET, ELKO, NV 89801

**698 SOUTH 5TH STREET
EXHIBIT FOR SIDEWALK,
CURB & GUTTER WAIVER
ELKO, NEVADA**

Carter Engineering, LLC
Civil Engineering
P. O. Box 704
Elko, Nevada 89803
775-367-2531

REV	DATE	DESCRIPTION

DESIGN BY	LLC
DRAWN BY	LLC
CHECKED BY	LLC
DATE	12-6-21
JOB NO	19-2021
DWG NO	2021-18
SHEET	1
SCALE	1"=10'
OR	1

**Elko City Council
Agenda Action Sheet**

1. Title: **Second reading, public hearing, and possible adoption of Ordinance No. 866, an ordinance adopting a change in zoning district boundaries from R to C – General Commercial for a portion of APN 001-560-003 and processed as Rezone 1-21, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 11, 2022**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **The Planning Commission held a public hearing on December 6, 2021, and took action to forward a recommendation to Council to adopt an ordinance, which approves the zoning district boundary amendment. City Council held the first reading of Ordinance No. 866 on December 14, 2021, and set the matter for second reading and public hearing. CL**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Conduct second reading, public hearing, and adopt Ordinance No. 866**
10. Prepared by: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Darrin Perka, PLA**
darrin@dominioneng.net

Chuck Morgan
Chuck.morgan@us.mcd.com

**CITY OF ELKO
ORDINANCE NO. 866**

**AN ORDINANCE ADOPTING A CHANGE IN
ZONING DISTRICT BOUNDARIES**

WHEREAS, the Elko City Council has received and reviewed the application for Rezone No. 1-21 submitted by Darrin Perkes of Dominion Engineering, on behalf of McDonald's USA, LLC, a Delaware limited-liability company (collectively "the applicant");

WHEREAS, the Elko City Council has considered the Planning Commission's recommendation, and has heard comments from the applicant and persons interested in the proposed zone change;

WHEREAS, a first reading of the proposed zoning ordinance was conducted in accordance with Section 2.110(1) of the City Charter;

WHEREAS, the Elko City Council approved the proposed zoning ordinance without conditions or modifications at the first reading; and

WHEREAS, the Elko City Council has conducted a public hearing in accordance with Nevada Revised Statutes, Section 278.260 and Elko City Code, Section 3-2-21-A(C)(3)(a).

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

SECTION 1. Rezone Application No. 1-21, involving a change in zoning from R (Single Family and Multiple Family Residential) to C (General Commercial) Zoning District involving approximately 8,812 square feet of property, specifically a portion of APN 001-560-003, located generally on the west corner of the intersection of Boyd Drive and Idaho Street, more particularly described and shown on the map at Exhibit A attached hereto, is hereby adopted.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict.

SECTION 3. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid, unenforceable, or unconstitutional by any court of competent jurisdiction, the invalidity, unenforceability of such section, paragraph, clause, or provision shall not affect any remaining provision of this Ordinance.

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

SECTION 5. This ordinance shall be effective upon the publication mentioned, unless otherwise stated.

PASSED AND ADOPTED this ____ day of _____, 202__ by the following vote of the Elko City Council.

AYES:

NAYES:

ABSENT:

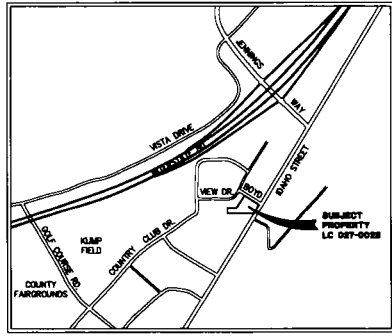
ABSTAIN:

CITY OF ELKO

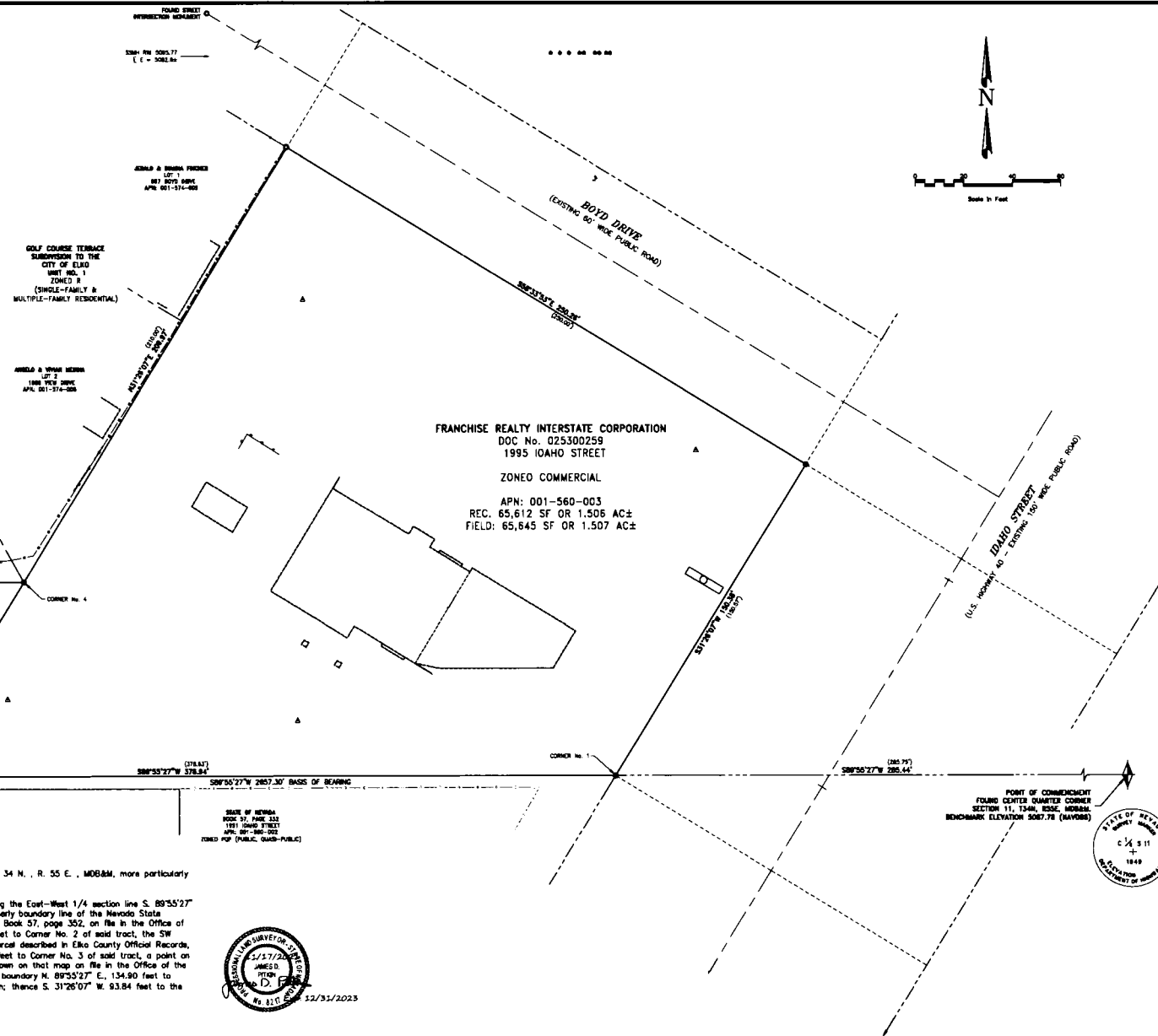
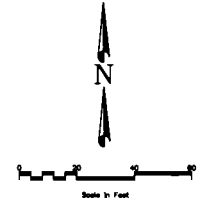
By: _____
REECE KEENER, MAYOR

ATTEST:

KELLY C. WOOLDRIDGE, CITY CLERK



MCDONALD'S - REZONE EXHIBIT
 1995 IDAHO STREET - LC 027-0023



AREA TO BE REZONED
 FROM RESIDENTIAL
 TO COMMERCIAL
 8,812 sq. ft.
 or 0.20 acres±

AREA TO BE REZONED
 A portion of an entire tract of land in the SE 1/4 SE 1/4 NW 1/4 T. 34 N., R. 55 E., M&B&M, more particularly described as follows:
 Commencing at the center 1/4 corner of said Section 11; thence along the East-West 1/4 section line S. 89°55'27" W., 578.99 feet to the point of beginning and also being on the northerly boundary line of the Nevada State Highway Department division yards, as described in Elko County Deeds, Book 57, page 352, on file in the Office of the Elko County Recorder; thence continuing S. 89°55'27" W., 65.39 feet to Corner No. 2 of said tract, the SW corner of said SE 1/4 SE 1/4 NW 1/4, also being a corner of that parcel described in Elko County Official Records, Book 1, page 203, thence along the 1/84 line N. 0°24'27" W., 80.00 feet to Corner No. 3 of said tract, a point on the southerly line of Golf Course Terrace Subdivision Unit No. 1, as shown on that map on file in the Office of the Elko County Recorder (File No. 13265); thence along said sub-division boundary N. 89°55'27" E., 154.80 feet to Corner No. 4 of said tract, the Southeastly corner of said subdivision; thence S. 31°26'07" W. 93.84 feet to the point of beginning.
 Contains 8,812 square feet or 0.20 acres, more or less



DRAWN BY: JDP 4/2013
 CHECKED BY: JDP 4/2013
 DESIGNED BY: JDP 4/2013
 APPROVED BY: JDP 4/2013
 DATE: 4/2013
 PROJECT NUMBER: 3406-03
 PROJECT MANAGER: JDP 4/2013

MCDONALD'S USA, LLC
CITY OF ELKO, ELKO COUNTY, NEVADA



MCDONALD'S - REZONE EXHIBIT
1995 IDAHO STREET - LC 027-0023
 LOCATED IN THE SE 1/4 OF THE NW 1/4 OF SECTION 11,
 TOWNSHIP 34 NORTH, RANGE 55 EAST, M.D.S.&M.

PROJECT NO.		3406-03
SHEET NO.		1 of 1
1. ADD ZONING AREA SQ. FT.	JDP	11.17.21
2. RELEASED FOR REVIEW	JDP	11.08.21
NO.	REVISIONS	BY DATE
FILE NAME:		LC 027-0023
SCALE:		1"=20'

STAFF COMMENT FLOW SHEET
PLANNING COMMISSION AGENDA DATE: 12/7

Do not use pencil or red pen, they do not reproduce

Title: Rezone No. 1-21

Applicant(s): Dominion Engineering on behalf of McDonald's USA, Inc.

Site Location: 1995 Idaho Street - APN 001-560-003

Current Zoning: C+R Date Received: 11/12/21 Date Public Notice: 11/26

COMMENT: This is to change the zoning on a portion of
APN 001-560-003 from R (Single Family + Multiple Family Residential)
to C (General Commercial).

If additional space is needed please provide a separate memorandum

Assistant City Manager: Date: 11/19/21

Recommend approval as presented by
staff

SA

Initial

City Manager: Date: 11/22/21

No comments/concerns.

CE

Initial



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of December 7, 2021

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on December 7, 2021 under Public Hearing format in accordance with notification requirements contained in N.R.S. 278.260 and Elko City Code Section 3-2-21:

Rezone No. 1-21, filed by Dominion Engineering on behalf of McDonald's USA, Inc., for a change in zoning from R (Single Family and Multiple Family Residential) to C (General Commercial) Zoning District, approximately 8,812 square feet of property, to allow for a proposed redevelopment of the property, and matters related thereto.

The existing parcel is currently two different zoning districts. This application is requesting to create one zoning district on the parcel consistent with the proposed redevelopment of the parcel.

NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwarded a recommendation to City Council to adopt an Ordinance which approves Rezone No. 1-21.

The Planning Commission's findings to support its recommendation are the proposed rezone is in conformance with the Master Plan Land Use Component. The proposed rezone is compatible with the Master Plan Transportation Component and is consistent with the existing transportation infrastructure. The proposed rezone is consistent with City of Elko Wellhead Protection Plan. The proposed rezone is consistent with Elko City Code 3-2-4(B) & (C). The proposed rezone is in conformance with Section 3-2-10(B) C- General Commercial Zoning District. The proposed rezone is consistent with Elko City Code 3-2-17. Development under the proposed rezone will not adversely impact natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains etc. or pose a danger to human health and safety.


Cathy Laughlin, City Planner

Attest:


Shelby Knopp, Administrative Assistant

CC: Kelly Wooldridge, City Clerk
Michele Rambo, Development Manager (email)



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

CITY OF ELKO STAFF REPORT

MEMO DATE:	November 18, 2021
PLANNING COMMISSION DATE:	December 7, 2021
APPLICATION NUMBER:	REZONE 1-21
APPLICANT:	Dominion Engineering Associates, L.C. on behalf of McDonald's USA, Inc.

PROJECT DESCRIPTION:

A rezone from (R) Single Family and Multiple Family Residential to (C) General Commercial to allow for the redevelopment of the property with only one zoning district on the parcel.



STAFF RECOMMENDATION:

RECOMMEND to APPROVE, subject to findings of fact as stated in this report.

PROJECT INFORMATION

PARCEL NUMBER: 001-560-003

PARCEL SIZE: 1.56 acres

EXISTING ZONING: (C) General Commercial and (R) Single family and multiple family residential

MASTER PLAN DESIGNATION: (COMM-HWY) Commercial Highway

EXISTING LAND USE: Developed land, proposed to be demolished and redeveloped with the same use

NEIGHBORHOOD CHARACTERISTICS:

The property is surrounded by:
North: General Commercial (C) and (R) Residential / Developed
South: Public, Quasi Public (PQP) / Developed
West: Residential (R) / Developed
East: Industrial Commercial (IC) / Developed

PROPERTY CHARACTERISTICS:

The property is generally flat.
The property is access from Idaho Street as well as Boyd Drive.

MASTER PLAN AND CITY CODES:

Applicable Master Plans and City Code Sections are:

- City of Elko Master Plan – Land Use Component
- City of Elko Master Plan – Transportation Component
- City of Wellhead Protection Plan
- City of Elko Zoning – Section 3-2-4 Establishment of Zoning Districts
- City of Elko Zoning – Section 3-2-10 Commercial Zoning District
- City of Elko Zoning – Section 3-2-17 Traffic, Access, Parking and Loading Regulations
- City of Elko Zoning – Section 3-2-21 Amendments
- City of Elko Zoning – Section 3-8 Flood Plain Management

BACKGROUND:

1. The portion of the property in which is requesting the zone amendment was part of the Golf Course Terrace Unit 1 subdivision. It was originally planned as part of the subdivision to have a dedicated road behind the parcels which is now the area that is zoned (R) Residential.
2. The rezone includes only a portion of APN 001-560-003. The entire parcel is 67, 954 sq. ft. and the rezone includes only 8,812 sq. ft.
3. The property fronts Idaho Street as well as Boyd Drive.
4. The property has been developed therefore City of Elko utilities have been utilized.

5. Other non-city utilities are located in the immediate area.

MASTER PLAN

Land use:

1. The Master Plan Land Use Atlas shows the area as Commercial Highway.
2. C- General Commercial is a corresponding zoning district for Commercial Highway as well as Planned Commercial, Industrial Commercial and Convenience Commercial.
3. Objective 4: Consider a mixed-use pattern of development for the downtown area, and for major centers and corridors, to ensure the area's adaptability, longevity, and overall sustainability.
4. Objective 6: Encourage multiple scales of commercial development to serve the needs of the region, the community, and individual neighborhoods.
5. Objective 8: Encourage new development that does not negatively impact County-wide natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains etc., or pose a danger to human health and safety.

The proposed zone district is in conformance with the Land Use Component of the Master Plan.

Transportation:

1. The area will be accessed from Idaho Street and Boyd Drive.
2. Idaho Street is classified as a Major Arterial and Boyd Drive is classified as a local.
3. There is pedestrian access along both frontages.
4. The proposed development is reducing the existing access points off Idaho Street from two to one.

The proposed zone district is compatible with the Transportation Component of the Master Plan and is consistent with the existing transportation infrastructure.

ELKO REDEVELOPMENT PLAN:

The property is not located within the redevelopment area.

ELKO WELLHEAD PROTECTION PLAN:

1. The property is located within a 2-year capture zone for the City of Elko wells.

The proposed use of the property does not present a hazard to City wells.

SECTION 3-8

1. This parcel is not designated in a Special Flood Hazard Area (SFHA).

SECTION 3-2-4 ESTABLISHMENT OF ZONING DISTRICTS

1. Section 3-2-4(B) Required Conformity To District Regulations: The regulations set forth in this chapter for each zoning district shall be minimum regulations and shall apply uniformly to each class or kind of structure or land, except as provided in this subsection.

- No building, structure or land shall hereafter be used or occupied and no building or structure or part thereof shall hereafter be erected, constructed, moved, or structurally altered, unless in conformity with all regulations specified in this subsection for the district in which it is located.
- No building or other structure shall hereafter be erected or altered:
 - a. To exceed the heights required by the current City Airport Master Plan;
 - b. To accommodate or house a greater number of families than as permitted in this chapter;
 - c. To occupy a greater percentage of lot area; or
 - d. To have narrower or smaller rear yards, front yards, side yards or other open spaces, than required in this title; or in any other manner contrary to the provisions of this chapter.
- No part of a required yard, or other open space, or off street parking or loading space, provided in connection with any building or use, shall be included as part of a yard, open space, or off street parking or loading space similarly required for any other building.
- No yard or lot existing on the effective date hereof shall be reduced in dimension or area below the minimum requirements set forth in this title.

The property as developed today as well as the proposed redevelopment of the property as a fast food restaurant, conforms to Section 3-2-4 of city code.

SECTION 3-2-10 (C) General Commercial Zoning District:

1. Conformance with the section is required as the property is redeveloped.

SECTION 3-2-17 Traffic, Access, Parking and Loading Regulations:

1. Conformance with the section is required as the property is redeveloped.

SECTION 3-2-21 Amendments:

1. The applicant has conformed to this section of code with the filing of the application.

FINDINGS

1. The proposed rezone is in conformance with the Master Plan Land Use Component.
2. The proposed rezone is compatible with the Master Plan Transportation Component and is consistent with the existing transportation infrastructure.
3. The proposed rezone is consistent with City of Elko Wellhead Protection Plan.
4. The proposed rezone is consistent with Elko City Code 3-2-4 (B) & (C)
5. The proposed rezone is in conformance with Section 3-2-10(B) C-General Commercial Zoning District.

6. The proposed rezone is consistent with Elko City Code 3-2-17
7. Development under the proposed rezone will not adversely impact natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains etc. or pose a danger to human health and safety.

STAFF RECOMMENDATION:

Staff recommends this item be **APPROVED**

Ordinance No. 866 Rezone 1-21 - McDonald's

YPNO	PANAME	PMADD1	PMADD2	PMCTST	PZIP
001590020	1940 IDAHO ST LLC	ATTN: SEAN PHELAN	800 MARIQUITA RD	CORRALES NM	87048-8240
001571002	AGUILAR, DANIEL		1019 SILVER ST	ELKO NV	89801-3936
001571010	ALLSET HOME BUYERS	C/O BARONE, MITCHELL	7020 PEPPERMINT DRIVE	RENO NV	89506-1755
001574003	ARMUTH, DIANE K		1928 VIEW DR	ELKO NV	89801-2622
001571012	HAVERETT, TRENT		5073 SNOWY MOUNTAIN DR	WINNEMUCCA NV	89445-3992
001583002	BEACHEL, DELLA R		PO BOX 1558	ELKO NV	89803-1558
001583003	BEHONEK, JAMES B TR		2024 GOLF DR	ELKO NV	89801-2614
001583001	BOWMAN, JESSIE LIAN		698 BOYD DR	ELKO NV	89801-2608
001574006	BROWN, JAMES ERIC & ALICIA		1964 VIEW DR	ELKO NV	89801-2622
001574002	BYARS, JAMES K & JENNY L TR		1916 VIEW DR	ELKO NV	89801-2622
001590010	DHARNI HOTELS LLC		9481 N 3830 W	CEDAR HILLS UT	84062-8004
001601011	ELKO PROPERTIES LLC		1750 MANZANITA DR STE 1	ELKO NV	89801-1600
001574009	FINCHER, JERALD T & DEANNA M		697 BOYD DR	ELKO NV	89801-2607
001601012	GBK PROPERTIES LLC	ATTN: JIM TAGGART	76 W 13775 S STE 2	DRAPER UT	84020-8875
001590021	GM INVESTMENTS LLC		7124 BEACON DR	RENO NV	89506-5638
001574008	GOWAN, NATHAN DAVID ET AL		1988 VIEW DR	ELKO NV	89801-2622
001560008	HANINGTON, GARY ET AL	C/O AMERICAN HIGH	2002 IDAHO ST	ELKO NV	89801-2627
001572008	HERNANDEZ, LOURDES	VOLTAGE	2005 ELLIS WAY	ELKO NV	89801-2624
001574007	KONAKIS, FERRON & TRACY	CO/NICK S KONAKIS	1898 LAXALT WAY	ELKO NV	89801-2693
001574004	LATCHAW, ROBERT A ET AL		1940 VIEW DR	ELKO NV	89801-2622
001571007	LOUP, MICHAEL E		1965 VIEW DR	ELKO NV	89801-2664
001560019	MAVERICK ELKO LLC	} 1pc	2926 MONTESSOURI ST	LAS VEGAS NV	89117-3152
001560021	MAVERICK ELKO LLC		2926 MONTESSOURI ST	LAS VEGAS NV	89117-3152
001571013	MCDADE, JOSEPH & YOLANDA		2028 ELLIS WAY	ELKO NV	89801-2623
001574005	MCLEAN, JEFFREY SCOTT		1952 VIEW DR	ELKO NV	89801-2622
001571006	MOORE, JONATHAN & ANGELA		1989 VIEW DR	ELKO NV	89801-2664
001560002	NEVADA STATE OF	C/O BUILDINGS &	1263 S STEWART ST	CARSON CITY NV	89712-0001
001571004	NIELSON, STEVEN & LEA ANNE	GROUND	2015 GOLF DR	ELKO NV	89801-2613
001571011	PRUNTY, GARY A		2016 ELLIS WAY	ELKO NV	89801-2623
001583004	QUINTENO, JONATHAN ESCOBAR		2034 GOLF DR	ELKO NV	89801-2614

001571005 SCHOEN, MARK S
001571008 SEYMORE, DEBBIE M ET AL
001571009 TAYLOR, DANIELLE
001571003 WAITS, PATSY A TR

33

2005 GOLF DRIVE
1953 VIEW DR
2004 ELLIS WAY
HC 65 BOX 8

ELKO NV
ELKO NV
ELKO NV
AUSTIN NV

89801-2564
89801-2664
89801-2623
89310-9103

* = Properties outside the
Original 300' radius to
obtain 30 parcels

Post Marked 12/30/21

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Elko City Council will conduct a public hearing on Tuesday, January 11, 2022 beginning at 5:30 P.M. P.S.T. at Elko City Hall, 1751 College Avenue, Elko, Nevada, and that the public is invited to provide input and testimony on these matters under consideration in person, by writing, by representative, or via Gotomeeting.com.

The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone at <https://global.gotomeeting.com/join/843133453>. You can also dial in using your phone **+1 (872) 240-3212**. The **Access Code** for this meeting is **843-133-453**. Comments can also be emailed to planning@elkocitynv.gov.

The specific item to be considered under public hearing format is:

- Rezone No. 1-21, having a hearing as the second reading of Ordinance No. 866, filed by Dominion Engineering on behalf of McDonald's USA, LLC, for a change in zoning from R (Single-Family and Multiple-Family Residential) to C (General Commercial) Zoning District, approximately 8,812 square feet of property, specifically a portion of APN 001-560-003, located generally on the west corner of the intersection of Boyd Drive and Idaho Street, more particularly described as:

A portion of an entire tract of land in the SE ¼ SE ¼ NW ¼ T. 34 N., R. 55 E., MDB&M, more particularly described as follows:

Commencing at the center ¼ corner of said Section 11; Thence along the East-West ¼ section line S 89°55'27" W., 578.99 feet to the point of beginning and also being on the northerly boundary line of the Nevada State Highway Department division yards as described in Elko County Deeds, Book 57, page 352, on file in the Office of the Elko County Recorder; thence continuing S. 89°55'27" W., 85.39 feet to Corner No. 2 of said tract, the SW corner of said SE ¼ SE ¼ NW ¼; also being a corner of that parcel described in Elko County Official Records, Book 1, page 203; thence along the 1/64 line N. 0°24'27" W., 80.00 feet to Corner No. 3 of said tract, a point on the southerly line of Golf Course Terrace Subdivision Unit No. 1, as shown on that map on file in the Office of the Elko County Recorder (File No. 13265); thence along said sub-division boundary N. 89°55'27" E., 134.90 feet to Corner No. 4 of said tract, the Southeasterly corner of said subdivision; thence S. 31°26'07" W. 93.84 feet to the point of beginning.

The intent of the zone change is to allow for proposed redevelopment of the property.

Additional information concerning this item may be obtained by contacting the Elko City Planning Department at (775) 777-7160.

ELKO CITY COUNCIL



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

November 30, 2021

Dominion Engineering
Attn: Darrin Perkes
Darrin@dominioneng.net

Re: Rezone No. 1-21

Dear Applicant/Agent:

Enclosed is a copy of the agenda for an upcoming Planning Commission meeting. Highlighted on the agenda is the item or items that you have requested to be acted on at the meeting. Also enclosed is pertinent information pertaining to your request. Please review this information before the meeting.

The Planning Commission requests that you, or a duly appointed representative, be in attendance at this meeting to address the Planning Commission. If you will not be able to attend the meeting but wish to have a representative present, please submit a letter to the Planning Commission authorizing this person to represent you at the meeting.

To participate in the virtual meeting on a computer, laptop, tablet, or smart phone go to:
<https://global.gotomeeting.com/join/303168685>. You can also dial in using your phone at **+1 (408) 650-3123** The **Access Code** for this meeting is **303-168-685**.

If you have any questions regarding this meeting, the information you received, or if you will not be able to attend this meeting, please call me at your earliest convenience at (775) 777-7160.

Sincerely,

Shelby Knopp
Administrative Assistant

Enclosures

CC: McDonald's USA, Inc., Attn: Chuck Morgan, Chuck.morgan@us.mcd.com



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

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

APPLICATION FOR ZONE CHANGE

APPLICANT(s):	DARRIN PERKES		
MAILING ADDRESS:	5684 SOUTH GREEN STREET, MURRAY, UTAH 84123		
PHONE NO (Home)	801-815-4227	(Business)	801-713-3000
NAME OF PROPERTY OWNER (If different):	McDonald's USA, LLC		
(Property owner's consent in writing must be provided.)			
MAILING ADDRESS:	110 N Carpenter St, Chicago, IL 60607-2101		
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):			
ASSESSOR'S PARCEL NO.:	001-560-003	Address	1995 IDAHO STREET
Lot(s), Block(s), & Subdivision			
Or Parcel(s) & File No.	DOC. NO. 025300259		

FILING REQUIREMENTS:

Complete Application Form: In order to begin processing the application, an application form must be complete and signed. *Complete* applications are due at least 21 days prior to the next scheduled meeting of the Elko City Planning Commission (meetings are the 1st Tuesday of every month).

Fee: A \$500.00 non-refundable filing fee.

Area Map: A map of the area proposed for this zone change must be provided.

Plot Plan: A plot plan provided by a properly licensed surveyor depicting the existing condition drawn to scale showing property lines, existing and proposed buildings, building setbacks, distances between buildings, parking and loading areas, driveways and other pertinent information must be provided.

Legal Description: A complete legal description of the boundary of the proposed zone change must be provided as well as a map depicting the area to be changed stating the wording: area to be changed from "x" to "x"; (LI to R, for example).

Note: One .pdf of the entire application must be submitted as well as one set of legible, reproducible plans 8 1/2" x 11" in size. If the applicant feels the Commission needs to see 24" x 36" plans, 10 sets of pre-folded plans must be submitted.

Other Information: The applicant is encouraged to submit other information and documentation to support this Rezone Application.

RECEIVED

1. Identify the existing zoning classification of the property: RESIDENTIAL

2. Identify the zoning Classification being proposed/requested: COMMERCIAL

3. Explain in detail the type and nature of the use anticipated on the property:

THIS SMALL PORTION OF PROPERTY IN NORTH WEST CORNER IS CURRENTLY USED AS LANDSCAPE AND OUTDOOR PICNIC DINING AREA FOR THE MCDONALD'S RESTAURANT. IT IS ANTICIPATED THAT THIS PROPERTY WILL CONTINUE WITH THIS USE.

4. Explain how the proposed zoning classification relates with other zoning classifications in the area:

WITH THE ZONE CHANGE, THE ENTIRE MCDONALD'S PROPERTY WILL BE ZONED COMMERCIAL. NEIGHBORING PROPERTIES TO THE EAST AND SOUTH ARE ZONED COMMERCIAL, PROPERTIES TO THE NORTH ARE ZONED AS RESIDENTIAL.

5. Identify any unique physical features or characteristics associated with the property:

THE PORTION OF PROPERTY TO BE REZONED IS CURRENTLY BEING USED AS LANDSCAPE AND OUTDOOR DINING AREA, IT WILL CONTINUE TO BE USED AS SUCH. NO UNIQUE PHYSICAL FEATURES HAVE BEEN IDENTIFIED.

(Use additional pages if necessary to address questions 3 through 5)

By My Signature below:

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

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

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

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

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

Applicant / Agent

Darrin Perkes

(Please print or type)

Mailing Address

5684 South Green Street

Street Address or P.O. Box

Murray, Utah 84123

City, State, Zip Code

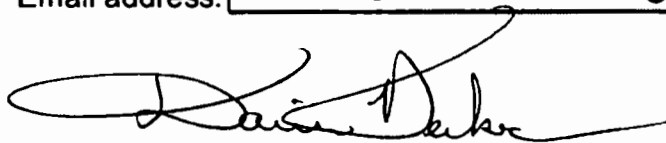
Phone Number:

801-713-3000

Email address:

darrin@dominioneng.net

SIGNATURE:



FOR OFFICE USE ONLY

File No.: 1-21 **Date Filed:** 11/12/21 **Fee Paid:** \$500 **cx#** 8155



Dominion

Engineering Associates, L.C.
Engineering • Land Planning • Landscape Architecture • Surveying

Transmittal

RECEIVED

NOV 12 2021

Date: November 10, 2021

Attention: City of Elko
Attn: Shelby Knopp
1751 College Avenue
Elko, NV
89801
775-777-7160

Method: Fed-Ex Delivery

Re: McDonald's Zone Change Application

Items Included: Application fee of \$500
Application for Zone Change
Site Plan Exhibit (11 x 17 & 24 x 36 format)
CD with application and drawing in pdf form
Printed email of McDonald's Authorization

By: Darrin Perkes, PLA
Dominion Engineering
darrin@dominioneng.net
801-713-3000

Darrin Perkes

From: Morgan Chuck <chuck.morgan@us.mcd.com>
Sent: Tuesday, November 9, 2021 4:38 PM
To: sknopp@elkocitynv.gov
Cc: Darrin Perkes
Subject: McDonalds Elko rezoning application

RECEIVED

NOV 12 2021

Hi Shelby...Darrin Perkes of Dominion Engineering is authorized to act on McDonalds behalf with regards to the McDonald's Elko rezoning application. If you have any question please do not hesitate to reach out to me.
Thanks

Chuck Morgan

| Area Construction Manager – McDonald's USA, Inc. | U.S. Restaurant Development |
4643 South Ulster St, Suite 1300 | Denver, CO 80237 | Cell: 303-807-6209
chuck.morgan@us.mcd.com

**Elko City Council
Agenda Action Sheet**

1. Title: **Second reading, public hearing, and possible adoption of Ordinance No. 867, an ordinance adopting a change in zoning district boundaries from G1 to C – General Commercial for APN 001-335-001 and processed as Rezone 2-21, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 11, 2022**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **The Planning Commission held a public hearing on December 6, 2021, and took action to forward a recommendation to Council to adopt an ordinance, which approves the zoning district boundary amendment. City Council held the first reading of Ordinance No. 867 on December 14, 2021, and set the matter for second reading and public hearing. CL**
6. Budget Information:

Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Conduct Second Reading, and adopt Ordinance No. 867**
10. Prepared by: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission, Legal Counsel**
12. Council Action:
13. Council Agenda Distribution: **Christina Walsh**
Christinaassu@gmail.com

**CITY OF ELKO
ORDINANCE NO. 867**

**AN ORDINANCE ADOPTING A CHANGE IN
ZONING DISTRICT BOUNDARIES**

WHEREAS, the Elko City Council has received and reviewed the application for Rezone No. 2-21 submitted by Walsh Properties, LLC, a Nevada limited-liability company ("the applicant");

WHEREAS, the Elko City Council has considered the Planning Commission's recommendation, and has heard comments from the applicant and persons interested in the proposed zone change;

WHEREAS, a first reading of the proposed zoning ordinance was conducted in accordance with Section 2.110(1) of the City Charter;

WHEREAS, the Elko City Council approved the proposed zoning ordinance without conditions or modifications at the first reading; and

WHEREAS, the Elko City Council has conducted a public hearing in accordance with Nevada Revised Statutes, Section 278.260 and Elko City Code, Section 3-2-21-A(C)(3)(a).

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

SECTION 1. Rezone Application No. 2-21, involving a change in zoning from GI (General Industrial) to C (General Commercial) Zoning District involving approximately 18,015 square feet of property, specifically APN 001-335-001, located at 123 Second Street, more particularly described in Exhibit A, and shown on the map at Exhibit B attached hereto, is hereby adopted.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict.

SECTION 3. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid, unenforceable, or unconstitutional by any court of competent jurisdiction, the invalidity, unenforceability of such section, paragraph, clause, or provision shall not affect any remaining provision of this Ordinance.

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

SECTION 5. This ordinance shall be effective upon the publication mentioned, unless otherwise stated.

PASSED AND ADOPTED this ____ day of _____, 202__ by the following vote of the Elko City Council.

AYES:

NAYES:

ABSENT:

ABSTAIN:

CITY OF ELKO

By: _____
REECE KEENER, MAYOR

ATTEST:

KELLY C. WOOLDRIDGE, CITY CLERK

RECEIVED

NOV 15 2021

EXHIBIT A
ZONING CHANGE FOR WALSH RECLAMATION
November 9, 2021

A parcel of land located in the City of Elko, Nevada, more particularly described as follows:

Beginning at the centerline intersection of Silver Street and Second Street, being Corner No. 1, the True Point of Beginning;

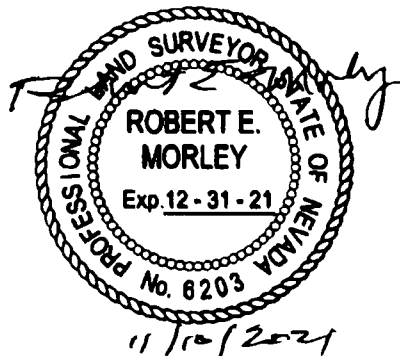
Thence S 48° 02' 29" E, 200.15 feet along the centerline of said Second Street to Corner No. 2, a point being the centerline intersection of Second Street and River Street;

Thence S 41° 57' 30" W, 90.00 feet along the centerline of said River Street to Corner No. 3;

Thence N 48° 02' 29" W, 200.18 feet to Corner No. 4, a point being on the centerline of said Silver Street;

Thence N 41° 58' 28" E, 90.00 feet along the said centerline of Silver Street to Corner No. 1, the point of beginning, containing 18,015 Sq. Ft., more or less.

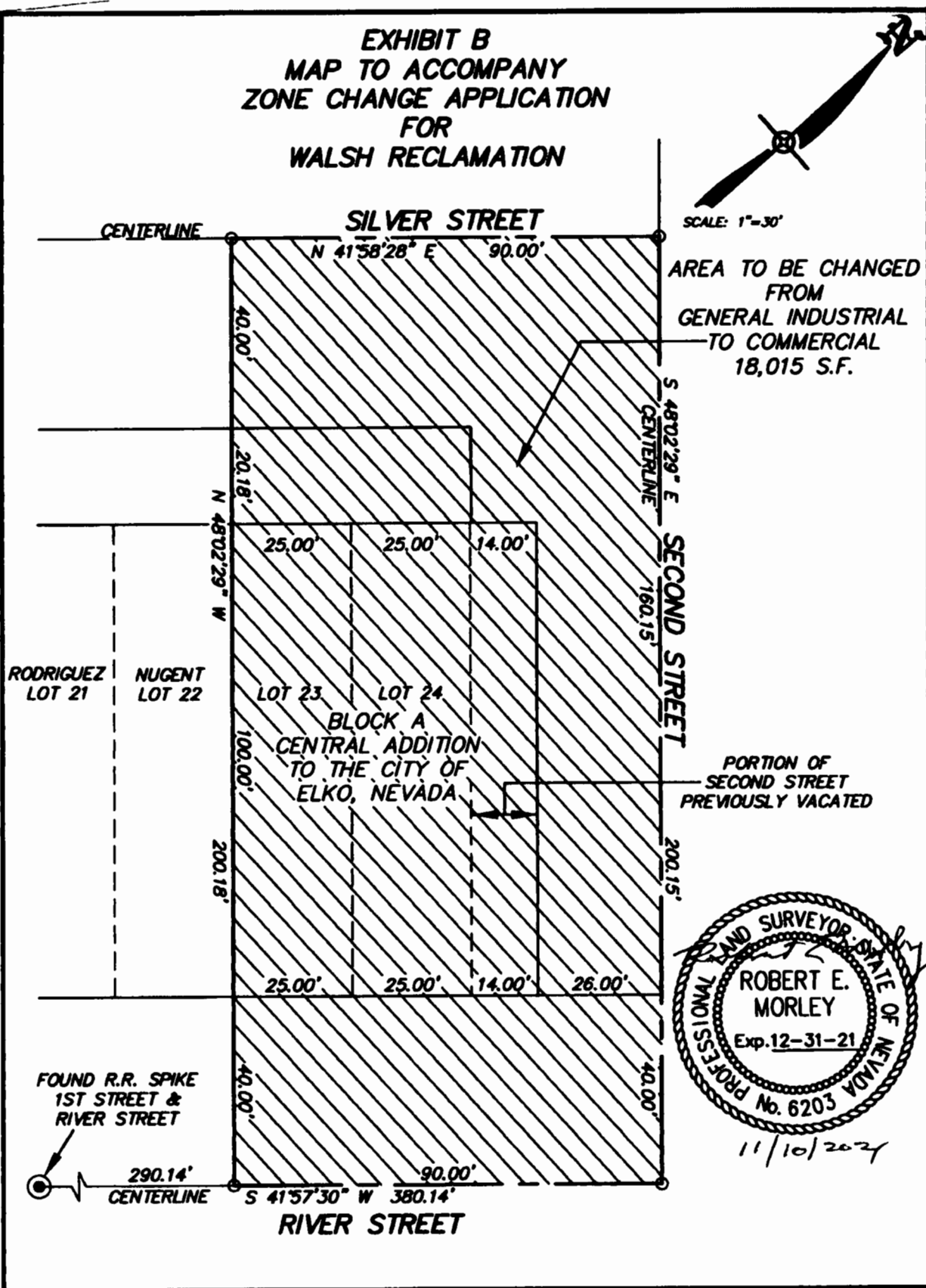
Reference is hereby made to Exhibit B, Map to Accompany Zone Change Application for the Walsh Reclamation attached hereto and made a part hereof.



RECEIVED

NOV 15 2021

EXHIBIT B
MAP TO ACCOMPANY
ZONE CHANGE APPLICATION
FOR
WALSH RECLAMATION





CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of December 7, 2021

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on December 7, 2021 under Public Hearing format in accordance with notification requirements contained in N.R.S. 278.260 and Elko City Code Section 3-2-21:

Rezone No. 2-21, filed by Walsh Properties LLC., for a change in zoning from GI (General Industrial) to C (General Commercial) Zoning District, approximately 18,015 square feet, to allow for a proposed commercial retail land use of the property, and matters related thereto.

The property has recently changed ownership and the new owner is proposing a commercial land use.

NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwarded a recommendation to City Council to adopt an Ordinance which approves Rezone No. 2-21.

The Planning Commission's findings to support its recommendation are the proposed rezone is in conformance with the Master Plan Land Use Component. The proposed rezone is compatible with the Master Plan Transportation Component and is consistent with the existing transportation infrastructure. The proposed rezone is consistent with City of Elko Wellhead Protection Plan. The proposed rezone is consistent with Elko City Code 3-2-4(B) & (C). The proposed rezone is in conformance with Section 3-2-10(B) C- General Commercial Zoning District. The proposed rezone is consistent with Elko City Code 3-2-17. The property is located in a Floodzone and therefore compliance with Section 3-8 Floodplain Management is required for any new construction or substantial improvements.


Cathy Laughlin, City Planner

Attest:


Shelby Knopp, Administrative Assistant

CC: Kelly Wooldridge, City Clerk
Michele Rambo, Development Manager (email)

STAFF COMMENT FLOW SHEET
PLANNING COMMISSION AGENDA DATE: 12/7

Do not use pencil or red pen, they do not reproduce

Title: Rezone No. 2-21

Applicant(s): RARCA, LLC

Site Location: 123 2nd Street - APN 001-335-001

Current Zoning: GI Date Received: 11/15/21 Date Public Notice: 11/26

COMMENT: This is to change the zoning on APN 001-335 from
GI (General Industrial) to C (General Commercial), to allow
for a proposed retail land use

If additional space is needed please provide a separate memorandum

Assistant City Manager: Date: 11/19/21

Recommend approval as presented by
staff

SAW

Initial

City Manager: Date: 11/22/21

No comments/concerns.

CC

Initial



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

CITY OF ELKO STAFF REPORT

MEMO DATE:	November 19, 2021
PLANNING COMMISSION DATE:	December 7, 2021
APPLICATION NUMBER:	REZONE 2-21
APPLICANT:	Walsh Properties, LLC.
OTHER APPLICATIONS:	Rev. 5-21

PROJECT DESCRIPTION:

A rezone from (GI) General Industrial to (C) General Commercial to allow for the development of a retail establishment.



STAFF RECOMMENDATION:

RECOMMEND to APPROVE, subject to findings of fact as stated in this report.

PROJECT INFORMATION

PARCEL NUMBER: 001-335-001

PARCEL SIZE: 6,400 square feet

EXISTING ZONING: (GI) General Industrial

MASTER PLAN DESIGNATION: (MU-DTWN) Mixed Use Downtown

EXISTING LAND USE: Developed, previously a medical office

NEIGHBORHOOD CHARACTERISTICS:

The property is surrounded by:
North: General Commercial (C) / Developed
South: General Industrial (GI) / Developed
West: Light Industrial (LI) / Developed
East: General Industrial (GI) / Developed

PROPERTY CHARACTERISTICS:

The property is generally flat.
The property is located in a flood zone.
The property has Silver Street, River Street and Second Street frontage.
The existing off street parking is located in the City of Elko right-of-way

MASTER PLAN AND CITY CODES:

Applicable Master Plans and City Code Sections are:

- City of Elko Master Plan – Land Use Component
- City of Elko Master Plan – Transportation Component
- City of Wellhead Protection Plan
- City of Elko Zoning – Section 3-2-4 Establishment of Zoning Districts
- City of Elko Zoning – Section 3-2-10 Commercial Zoning District
- City of Elko Zoning – Section 3-2-17 Traffic, Access, Parking and Loading Regulations
- City of Elko Zoning – Section 3-2-21 Amendments
- City of Elko Zoning – Section 3-8 Flood Plain Management

BACKGROUND:

1. Fourteen feet of 2nd Street was vacated to the property.
2. The rezone includes all of APN 001-335-001.
3. The property has been developed therefore City of Elko utilities have been utilized.
4. Other non-city utilities are located in the immediate area.

MASTER PLAN

Land use:

1. The Master Plan Land Use Atlas shows the area as Downtown Mixed Use.
2. C- General Commercial is a corresponding zoning district for Downtown Mixed Use.
3. Objective 4: Consider a mixed-use pattern of development for the downtown area, and for major centers and corridors, to ensure the area's adaptability, longevity, and overall sustainability.
4. Objective 6: Encourage multiple scales of commercial development to serve the needs of the region, the community, and individual neighborhoods.
5. Objective 8: Encourage new development that does not negatively impact County-wide natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains etc., or pose a danger to human health and safety.

The proposed zone district is in conformance with the Land Use Component of the Master Plan.

Transportation:

1. The area will be accessed from 2nd Street with frontage along Silver Street and River Street.
2. Second Street is classified as a Residential Collector.
3. There is pedestrian access along both Second Street and River Street. Sidewalk along Silver Street will be a condition of the parcel map submittal.

The proposed zone district is compatible with the Transportation Component of the Master Plan and is consistent with the existing transportation infrastructure.

ELKO REDEVELOPMENT PLAN:

The property is not located within the redevelopment area.

ELKO WELLHEAD PROTECTION PLAN:

1. The property is not located within any capture zone for the City of Elko wells.

The proposed zone district is in conformance with the Elko Wellhead Protection Plan.

SECTION 3-2-4 ESTABLISHMENT OF ZONING DISTRICTS

1. Section 3-2-4(B) Required Conformity To District Regulations: The regulations set forth in this chapter for each zoning district shall be minimum regulations and shall apply uniformly to each class or kind of structure or land, except as provided in this subsection.
 - No building, structure or land shall hereafter be used or occupied and no building or structure or part thereof shall hereafter be erected, constructed, moved, or structurally altered, unless in conformity with all regulations specified in this subsection for the district in which it is located.
 - No building or other structure shall hereafter be erected or altered:
 - a. To exceed the heights required by the current City Airport Master Plan;
 - b. To accommodate or house a greater number of families than as permitted in this chapter;
 - c. To occupy a greater percentage of lot area; or

- d. To have narrower or smaller rear yards, front yards, side yards or other open spaces, than required in this title; or in any other manner contrary to the provisions of this chapter.
- No part of a required yard, or other open space, or off street parking or loading space, provided in connection with any building or use, shall be included as part of a yard, open space, or off street parking or loading space similarly required for any other building.
 - No yard or lot existing on the effective date hereof shall be reduced in dimension or area below the minimum requirements set forth in this title.

The property as developed today, conforms to Section 3-2-4 of city code.

SECTION 3-2-10 (C) General Commercial Zoning District:

1. Conformance with the section is required.

SECTION 3-2-17 Traffic, Access, Parking and Loading Regulations:

1. The applicant has applied for a revocable permit, Rev. 5-21, to occupy the Silver Street right-of-way for the existing off street parking.
2. Conformance with the section is required.

The property is required to comply with Section 3-2-17 of city code.

SECTION 3-2-21 Amendments:

1. The applicant has conformed to this section of code with the filing of the application.

SECTION 3-8 FLOODPLAIN MANAGEMENT

1. This parcel is located in a Special Flood Hazard Area (SFHA), Floodzone AE.

The development will be required to comply with Elko City Code Section 3-8 if there are any significant changes made to the property.

FINDINGS

1. The proposed rezone is in conformance with the Master Plan Land Use Component.
2. The proposed rezone is compatible with the Master Plan Transportation Component and is consistent with the existing transportation infrastructure.
3. The proposed rezone is consistent with City of Elko Wellhead Protection Plan.
4. The proposed rezone is consistent with Elko City Code 3-2-4 (B) & (C)

5. The proposed rezone is in conformance with Section 3-2-10(B) C-General Commercial Zoning District.
6. The proposed rezone is consistent with Elko City Code 3-2-17
7. The property is located in a Floodzone and therefore compliance with Section 3-8 Floodplain Management is required for any new construction or substantial improvements.

STAFF RECOMMENDATION:

Staff recommends this item be **APPROVED**

Ordinance No. 867 - Rezone 2-21 Walsh Properties

YPNO	PANAME	PMADD1	PMADD2	PMCTST	PZIP
001392001	AGEE, DEL L & RUTH I		204 RIVER ST	ELKO, NV	89801-3647
001391005	ANALYTICAL SERVICES INC	C/O DAVIS, MARSHA	PO BOX 281620	LAMOILLE NV	89828-1620
001335006	AYALA, JOSE FILIBERTO ET AL		145 RIVER ST	ELKO NV	89801-3644
001391003	BARNET-MENDEZ, SARIT TR		PO BOX 223	ELKO NV	89803-0223
001392008	BASABE, MANUEL		PO BOX 1354	ELKO NV	89803-1354
001392007	BASABE, MANUEL		PO BOX 1354	ELKO NV	89803-1354
001391006	BELLA'S LLC		PO BOX 823351	VANCOUVER WA	98682-0069
001332001	BLACH DISTRIBUTING CO		131 W MAIN ST	ELKO NV	89801-3698
001691008	BLACH INVESTMENT GROUP LLC		131 W MAIN ST	ELKO NV	89801-3698
001334005	BLACH, ALAN GEORGE & JEANNE PAR		760 ASPEN TRL	RENO NV	89519-7947
001391012	BRIZUELA DE CISNEROS, SARA NOEM		105 DOUGLAS ST	ELKO NV	89801-3638
001334004	CASTANEDA, JESUS & ELIZABETH		3513 RIDGECREST DR	ELKO NV	89801-8497
001391004	DAVIS, MARSHA MILLARD TR		PO BOX 281620	LAMOILLE NV	89828-1620
001391011	DURAN, RUBENISAAC		1037 RIVER ST	ELKO NV	89801-3930
001335009	EDWARDS, RICHARD M		PO BOX 455	ELKO NV	89803-0455
001691009	ELKO CITY OF		1755 COLLEGE AVE	ELKO NV	89801
001391008	FLORES, RAMON & SOCORRO TR		821 DOUGLAS ST # 6	ELKO NV	89801-3865
001391007	GOICOECHEA, CARMEN TR		210 CASTLE WAY	WINNEMUCCA NV	89445-2638
001334006	HEWITT, DONALD R & KRISTINE L	C/O PRECISION	226 SILVER ST	ELKO NV	89801-3655
001334003	HOTEL WEST LLC	MANAGEMENT	149 TWIN BRIDGES	SPRING CREEK NV	89815-8730
001335007	MURILLO, LUCIANO & MARIA J	C/O LISA HACKETT	2530 CINDY CIR	ELKO NV	89801-4444
001335002	NUGENT, MICHAEL P		2680 SW 9TH AVE	PARMA ID	83660-6209
001391009	NUNEZ, ALFREDO & MARICELA		149 DOUGLAS ST	ELKO NV	89801-3638
001335004	NUNEZ, ISMAEL RODRIGUEZ ET AL		702 LAST CHANCE RD UNIT 1	ELKO NV	89801-8748
001334001	ORMAZA PROPERTIES LLC		2063 ELLIS WAY	ELKO NV	89801-2673
001333005	ORMAZA SERIES(212 COMMERCIAL)LL		PO BOX 339	ELKO NV	89803-0339
001333004	ORMAZA SERIES(212 COMMERCIAL)LL		PO BOX 339	ELKO NV	89803-0339
001333003	ORMAZA SERIES(245 3RD)LLC		PO BOX 339	ELKO NV	89803-0339
001335005	RODRIGUEZ, DAMIAN & ANA F		157 RIVER ST	ELKO NV	89801-3644
001335003	RODRIGUEZ, ISMAEL & YOLANDA		702 LAST CHANCE RD UNIT 1	ELKO NV	89801-8748
001391013	SAMPER, IVONE M ET AL		401 OAK ST	ELKO NV	89801-3546

001391002 SANDOVAL, JOSE R & MARIA R TR
001391001 SOARES, JOSEPH
001392004 SORIA, TOMAS PEREZ ET AL
001392003 TELLERIA, JOSE A } 1pc
001392002 TELLERIA, JOSE A }
001335008 TORRES, IRINEO
001391010 VILLEGAS, JOSE MANUEL & MARTHA

175 N 1ST ST
102 RIVER ST
248 RIVER ST
220 RIVER ST
220 RIVER ST
125 RIVER ST
364 MAPLE ST

BATTLE MOUNTAIN NV	89820-2892
ELKO NV	89801-3645
ELKO NV	89801-3647
ELKO NV	89801-3647
ELKO NV	89801-3647
ELKO NV	89801-3644
ELKO NV	89801-3148

32

Post Marked 12/30/21

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Elko City Council will conduct a public hearing on Tuesday, January 11, 2022 beginning at 5:30 P.M. P.S.T. at Elko City Hall, 1751 College Avenue, Elko, Nevada, and that the public is invited to provide input and testimony on these matters under consideration in person, by writing, by representative, or via Gotomeeting.com.

The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone at <https://global.gotomeeting.com/join/843133453>. You can also dial in using your phone **+1 (872) 240-3212**. The **Access Code** for this meeting is **843-133-453**. Comments can also be emailed to planning@elkocitynv.gov.

The specific item to be considered under public hearing format is:

- Rezone No. 2-21, having a hearing as the second reading of Ordinance No. 867, filed by Walsh Properties, LLC, for a change in zoning from GI (General Industrial) to C (General Commercial) Zoning District, approximately 18,015 square feet of property, specifically APN 001-335-001, located generally on the south corner of the intersection of 2nd Street and W. Silver Street, more particularly described as:

A parcel of land located in the City of Elko, Nevada, more particularly described as follows:

Beginning at the centerline intersection of Silver Street and Second Street, being Corner No. 1, the True Point of Beginning;

Thence S 48° 02' 29" E, 200.15 feet along the centerline of said Section Street to Corner No. 2, a point being the centerline intersection of Second Street and River Street;

Thence S 41° 57' 30" W, 90.00 feet along the centerline of said River Street to Corner No. 3;

Thence N 48° 02' 29" W, 200.18 feet to Corner No. 4, a point being on the centerline of said Silver Street;

Thence N 41° 58' 28" E, 90.00 feet along the said centerline of Silver Street to Corner No. 1, the point of beginning, containing 18,015 Sq. Ft., more or less.

Reference is hereby made to Exhibit B, Map to Accompany Zone Change

Application for the Walsh Reclamation attached hereto and made a part hereof.

The intent of the zone change is to allow a proposed commercial retail land use.

Additional information concerning this item may be obtained by contacting the Elko City Planning Department at (775) 777-7160.

ELKO CITY COUNCIL



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@elkocitynv.gov

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

November 30, 2021

Walsh Properties, LLC
Attn: Christina Walsh
774 Fir Street
Elko, NV 89801
Christinaaassu@gmail.com

Re: Rezone No. 2-21 & Revocable Permit No. 5-21

Dear Applicant/Agent:

Enclosed is a copy of the agenda for an upcoming Planning Commission meeting. Highlighted on the agenda is the item or items that you have requested to be acted on at the meeting. Also enclosed is pertinent information pertaining to your request. Please review this information before the meeting.

The Planning Commission requests that you, or a duly appointed representative, be in attendance at this meeting to address the Planning Commission. If you will not be able to attend the meeting but wish to have a representative present, please submit a letter to the Planning Commission authorizing this person to represent you at the meeting.

To participate in the virtual meeting on a computer, laptop, tablet, or smart phone go to: <https://global.gotomeeting.com/join/303168685>. You can also dial in using your phone at **+1 (408) 650-3123** The **Access Code** for this meeting is **303-168-685**.

If you have any questions regarding this meeting, the information you received, or if you will not be able to attend this meeting, please call me at your earliest convenience at (775) 777-7160.

Sincerely,

Shelby Knopp
Administrative Assistant

Enclosures

CC: Lana Carter, lanalcarter@live.com



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

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

APPLICATION FOR ZONE CHANGE

APPLICANT(s): RARCA LLC
MAILING ADDRESS: 774 Fir St. Elko, NV 89801
PHONE NO (Home): 775-385-4538 (Business): 775-778-0303
NAME OF PROPERTY OWNER (If different): RARCA LLC / Walsh
(Property owner's consent in writing must be provided.)
MAILING ADDRESS: 774 Fir St. Elko, NV 89801
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):
ASSESSOR'S PARCEL NO.: 001-335-001 Address: 123 2nd St Elko, NV
Lot(s), Block(s), & Subdivision: _____
Or Parcel(s) & File No.: _____

FILING REQUIREMENTS:

Complete Application Form: In order to begin processing the application, an application form must be complete and signed. Complete applications are due at least 21 days prior to the next scheduled meeting of the Elko City Planning Commission (meetings are the 1st Tuesday of every month).

Fee: A \$500.00 non-refundable filing fee.

Area Map: A map of the area proposed for this zone change must be provided.

Plot Plan: A plot plan provided by a properly licensed surveyor depicting the existing condition drawn to scale showing property lines, existing and proposed buildings, building setbacks, distances between buildings, parking and loading areas, driveways and other pertinent information must be provided.

Legal Description: A complete legal description of the boundary of the proposed zone change must be provided as well as a map depicting the area to be changed stating the wording: area to be changed from "x" to "x"; (L to R, for example).

Note: One .pdf of the entire application must be submitted as well as one set of legible, reproducible plans 8 1/2" x 11" in size. If the applicant feels the Commission needs to see 24" x 36" plans, 10 sets of pre-folded plans must be submitted.

Other Information: The applicant is encouraged to submit other information and documentation to support this Rezone Application.

RECEIVED

1. Identify the existing zoning classification of the property:
GI

2. Identify the zoning Classification being proposed/requested:
Commercial

3. Explain in detail the type and nature of the use anticipated on the property:
Retail
Furniture, Home Decor, GIFTS.

4. Explain how the proposed zoning classification relates with other zoning classifications in the area:
The area surrounding this parcel
and within a few blocks there are
properties zoned C- General Commercial /
LI- Light Industrial and IC -
Industrial Commercial zoning district
is adjacent to this parcel and
proposed use fits with other
uses in area.

5. Identify any unique physical features or characteristics associated with the property:
No, The property is already developed.
with a building and associated parking.

(Use additional pages if necessary to address questions 3 through 5)

By My Signature below:

- ☒ I consent to having the City of Elko Staff enter on my property for the sole purpose of inspection of said property as part of this application process.
- ☒ I object to having the City of Elko Staff enter onto my property as a part of their review of this application. (Your objection will not affect the recommendation made by the staff or the final determination made by the City Planning Commission or the City Council.)
- ☒ I acknowledge that submission of this application does not imply approval of this request by the City Planning Department, the City Planning Commission and the City Council, nor does it in and of itself guarantee issuance of any other required permits and/or licenses.
- ☒ I acknowledge that this application may be tabled until a later meeting if either I or my designated representative or agent is not present at the meeting for which this application is scheduled.
- ☒ I have carefully read and completed all questions contained within this application to the best of my ability.

Applicant / Agent

CW Walsh *Christina Walsh*
(Please print or type)

Mailing Address

774 FIR ST
Street Address or P.O. Box
ELKO NV 89801
City, State, Zip Code

Phone Number:

775 395 4538

Email address:

Christina.assu@gmail.com

SIGNATURE:

CW Walsh

FOR OFFICE USE ONLY

File No.: *2-21* Date Filed: *11/15/21* Fee Paid: *\$500* CK# *0114*

Shelby Knopp

From: Scott A. Wilkinson
Sent: Monday, November 15, 2021 9:42 AM
To: Cathy Laughlin
Cc: Shelby Knopp
Subject: RE: Permit approval

It looks like Deed Harrison approved the application. Correct?

Scott A. Wilkinson
Assistant City Manager
City of Elko
Telephone: 775.777.7211
Email: sawilkinson@elkocitynv.gov

From: Cathy Laughlin
Sent: Monday, November 15, 2021 8:26 AM
To: Scott A. Wilkinson <sawilkinson@elkocitynv.gov>
Cc: Shelby Knopp <sknopp@elkocitynv.gov>
Subject: FW: Permit approval

Scott,
Walsh properties would like to meet the deadline for the December PC meeting for the rezone, they have also submitted a revocable permit application. They were going to close last week but the seller did not make it back from hunting so they are closing sometime this week. Will this email work for the permission from the owner to allow them to apply even though they will own the property before the PC meeting?

Cathy Laughlin
City Planner

(775)777-7160 ph
(775)777-7219 fax
claughlin@elkocitynv.gov

City of Elko
1751 College Avenue
Elko, NV 89801

From: Christina Assu [<mailto:christinaassu@gmail.com>]
Sent: Friday, November 12, 2021 6:16 PM
To: Cathy Laughlin <lesaka@frontiernet.net>; Cathy Laughlin <claughlin@elkocitynv.gov>
Subject: Fwd: Permit approval

Sent from my iPhone

Begin forwarded message:

From: dustyshipp@gmail.com
Date: November 12, 2021 at 5:15:42 PM PST
To: Christina Walsh <CHRISTINAWALSH.REALTOR@gmail.com>
Subject: Fwd: Permit approval

Begin forwarded message:

From: "Shirlene Harrison, DC" <shirleneharrison@gmail.com>
Date: November 12, 2021 at 2:58:29 PM PST
To: Deed Harrison <drdeedharrison@gmail.com>
Cc: Harrison Shirleen <drshirlene@idealspine.com>, dustyshipp@gmail.com
Subject: Re: Permit approval

Ok

On Fri, Nov 12, 2021 at 3:50 PM Deed Harrison <drdeedharrison@gmail.com> wrote:

That's fine by me. Thank you.

Deed

Sent from my iPhone

> On Nov 12, 2021, at 3:47 PM, dustyshipp@gmail.com wrote:

>

> Good afternoon. The buyer is wanting to submit the application on Monday for permits. There is a deadline for this that needs to be done for them. Because of our extension I would like to make sure that we request your approval in this matter. This has nothing to do with the purchase and no work will commence on the property obviously prior to close but I would like to make sure that you guys are OK that they submit the applications and plans to the city to get the permitting process started.

>

> Thanks

> Dusty Shipp

> 775-934-5785

--

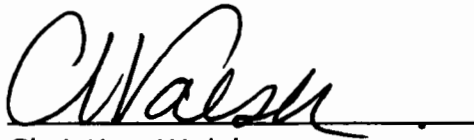
Yours In Health,

Shirlene Harrison, DC
Ideal Spine Health Center, PLLC
950 E Riverside Dr
Eagle, ID 83616
208.939.2502

RECEIVED

NOV 15 2021

I, Christina Walsh, give permission to *Lana Carter* to represent me at the Planning Commission for the rezone of 123 2nd St. Elko, NV 89801.

A handwritten signature in cursive script, appearing to read 'CWalsh', is written over a horizontal line.

Christina Walsh

Date: 11/12/2021

Cathy Laughlin

From: Christina Assu <christinaassu@gmail.com>
Sent: Monday, November 22, 2021 11:34 AM
To: Cathy Laughlin
Subject: Change in named application.

Hi Cathy, as per our conversation. 123 2nd street was purchased as Walsh Properties and I would like the rezone, revocable permit and parcel map applications changed from RARCA Llc to Walsh Properties as the applicant. Thanks and my apologies for my mistake.

Christina Walsh.
Walsh Properties Ilc

Sent from my iPhone

Doc # 797698

11/19/2021 3:05 PM

Official Record

Requested by

Stewart Title Elko

Elko County - NV

D. Mike Smales - Recorder

Pg 1 of 4

Fee: \$37.00

Recorded By: STUTTLE RPTT:\$877.50

A.P.N. No.:	001-335-001
R.P.T.T.	\$ 877.00
File No.:	1438317
Recording Requested By:	
	Stewart Title Company
Mail Tax Statements To:	<i>Same as below</i>
When Recorded Mail To:	
	Walsh Properties LLC
	774 Fir Street
	Elko, NV 89801

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That **Deed E. Harrison, D.C.**, an unmarried man and **Shirleen S.**

Harrison, D.C., an unmarried woman for valuable consideration, the receipt of which is hereby

acknowledged, does hereby Grant, Bargain, Sell and Convey to **Walsh Properties LLC**, a Nevada

limited liability company, all that real property situated in the County of Elko, State of Nevada, bounded

and described as follows:

Lots 23 and 24 in Block A of THE CENTRAL ADDITION to the City of Elko, (formerly Town of Elko), County of Elko, State of Nevada, as the same appear upon the Official Map or Plat of said CENTRAL ADDITION to the said City of Elko on file in the office of the County Recorder of the County of Elko, State of Nevada on November 8, 1907 as Document No.3.

Also, a parcel of ground in the SE1/4SE1/4, Section 15, TOWNSHIP 34 NORTH, RANGE 55 EAST, M.D.B.&M., and further described as adjacent to Lot 24, Block A, CENTRAL ADDITION to the City of Elko (formerly Town of Elko) and more particularly described as follows:

Beginning at corner No. 1, which is also the East corner of Lot 24, Block A, CENTRAL ADDITION to the City of Elko, (formerly Town of Aura), according to the Official Map of said CENTRAL ADDITION on file in the office of Recorder of the County of Elko, State of Nevada;

THENCE North 41° 49' East, 14.00 feet to Corner No. 2;

THENCE North 48° 11' West, 100.00 feet to Corner No. 3;

THENCE South 41° 49' West, 14.00 feet to Corner No. 4, which is also the North corner of said Lot 24;

THENCE South 48° 11' East, 100.00 feet to Corner No. 1, the Place of Beginning.

The above metes and bounds legal description appeared previously in that certain Document recorded on January 28, 2009, as Document No. 608829, Official Records, pursuant to NRS Section 6. NRS 111.312.

APN: 001-335-001

(One Inch Margin on all sides of Document for Recorder's Use Only)

Page 1 of 3

797698 11/19/2021

2 of 4

*SUBJECT TO:

1. Taxes for the fiscal year;
2. Reservations, restrictions, conditions, rights, rights of way and easements, if any of record on said premises.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

Dated: 11-12-2021 ^{15th} DEH

Deed E. Harrison, D.C. DEH

Shirleen S. Harrison, D.C.

State of Idaho)
) ss
County of Ada)

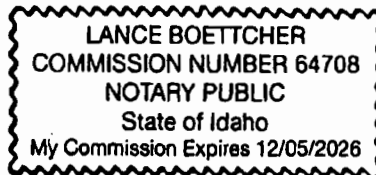
This instrument was acknowledged before me on the 15th day of November, 2021
By: Deed E. Harrison, D.C.

Signature: [Signature]

Notary Public

Lance Boettcher

My Commission Expires: 12/05/2026



797698 11/19/2021
3 of 4

*SUBJECT TO:

1. Taxes for the fiscal year;
2. Reservations, restrictions, conditions, rights, rights of way and easements, if any of record on said premises.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

Dated: 10-29-21

Deed E. Harrison, D.C

Shirleen S. Harrison, D.C.

State of _____)
County of _____) ss

This instrument was acknowledged before me on the ____ day of _____, 2021
By: Deed E. Harrison, D.C

Signature: _____
Notary Public

My Commission Expires: 7/1

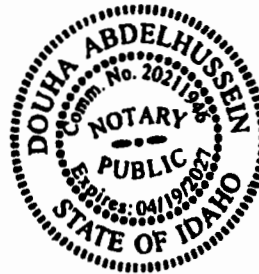
(One inch Margin on all sides of Document for Recorder's Use Only)

Page 2 of 3

State of Idaho)
) ss
County of Ada)

This instrument was acknowledged before me on the 29th day of October, 2021
By: Shirleen S. Harrison, D.C.

Signature: *Douha Abdelhussen*
Notary Public
Douha Abdelhussen
My Commission Expires: 4/19/2027



Doc # DV - 797698

11/19/2021 3:05 PM

Official Record

Requested by

Stewart Title Elko

Elko County - NV

D. Mike Smales - Recorder

Number of pages: 2

Fee: \$37.00

Recorded By: STUTTLE

RPTT:\$877.50

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

- a) 001-335-001
 b) _____
 c) _____
 d) _____

2. Type of Property:

- a. ☐ Vacant Land b. ☐ Single Fam. Res.
 c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
 e. ☐ Apt. Bldg. f. ☒ Comm'/Ind'l
 g. ☐ Agricultural h. ☐ Mobile Home
☐ Other _____

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3. a. Total Value/Sales Price of Property

\$ 225,000.00

b. Deed in Lieu of Foreclosure Only (value of property)

()

c. Transfer Tax Value:

\$ 225,000.00

d. Real Property Transfer Tax Due

\$ 877.00

4. If Exemption Claimed:

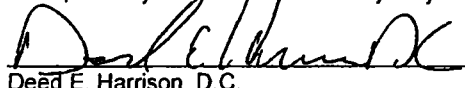
a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature



Capacity

Grantor

Signature

Walsh Properties LLC

Capacity

Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)Print Name: Deed E. Harrison, D.C and Shirleen S. Harrison, D.C.Address: 4941 N. Meander PlaceCity: EagleState: ID Zip: 83616BUYER (GRANTEE) INFORMATION
(REQUIRED)Print Name: Walsh Properties LLCAddress: 774 Fir StreetCity: ElkoState: NV Zip: 89801COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)Print Name: Stewart Title CompanyEscrow # 1438317Address: 810 Idaho StCity: ElkoState: NVZip: 89801

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Doc # DV - 797698

11/19/2021 3:05 PM

Official Record

Requested by
Stewart Title Elko

Elko County - NV

D. Mike Smales - Recorder

Number of pages: 2

Fee: \$37.00

Recorded By: STUTTLE

RPTT:\$877.50

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

- a) 001-335-001
 b) _____
 c) _____
 d) _____

2. Type of Property:

- a. ☐ Vacant Land b. ☐ Single Fam. Res.
 c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
 e. ☐ Apt. Bldg. f. ☒ Comm'l/Ind'l
 g. ☐ Agricultural h. ☐ Mobile Home
☐ Other _____

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3. a. Total Value/Sales Price of Property

\$ 225,000.00

b. Deed in Lieu of Foreclosure Only (value of property)

()

c. Transfer Tax Value:

\$ 225,000.00

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\$ 877.00

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a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

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The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____

Capacity _____

Grantor _____

Deed E. Harrison, D.C.

Signature _____

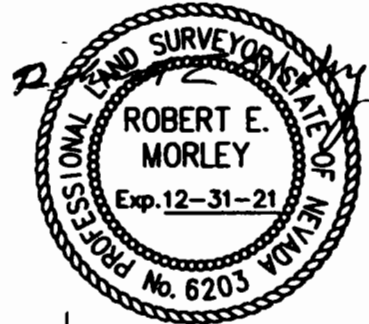
Capacity _____

Grantee _____

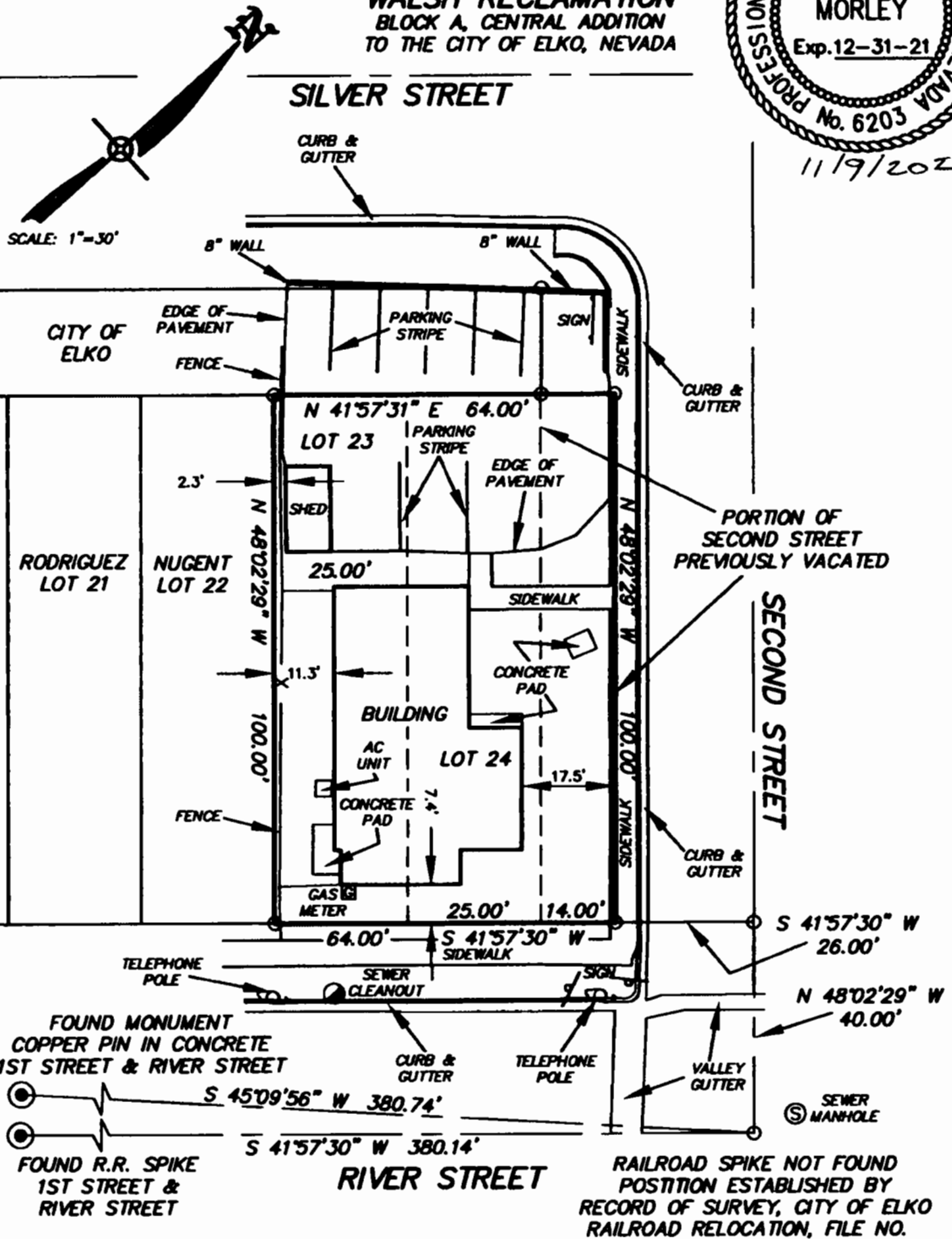
Walsh Properties LLC**SELLER (GRANTOR) INFORMATION**
(REQUIRED)Print Name: Deed E. Harrison, D.C and Shirleen S. Harrison, D.C.Address: 4941 N. Meador PlaceCity: EagleState: ID Zip: 83616**BUYER (GRANTEE) INFORMATION**
(REQUIRED)Print Name: Walsh Properties LLCAddress: 774 Fir StreetCity: ElkoState: NV Zip: 89801**COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)**Print Name: Stewart Title CompanyEscrow # 1438317Address: 810 Idaho StCity: ElkoState: NVZip: 89801

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

**SITE PLAN
FOR
WALSH RECLAMATION
BLOCK A, CENTRAL ADDITION
TO THE CITY OF ELKO, NEVADA**



11/9/2021



Quarterly Code Enforcement Report

September 2021-December 2021

Complaints Received September 2021 through December 2021 = 19

Total Complaints Received 2021 = 105

Total Active Cases = 33

Total Cases Being Monitored = 16

Total Closed Cases = 56



Case Report

09/14/2021 - 12/07/2021

Parcel Address	Type of Code Enforcement	Description	Main Status
935 MITTRY AVE	Residential	RV overhanging sidewalk	Active
3161 UNIVERSITY CT	Residential	trailers parked on street	Active
3514 FOREST CT	Residential	Nuisance/hazard	Active
2122 SIERRA DR	Residential	trailers on street	Active
2119 SIERRA DR	Residential	trailer on street	Active
2142 SIERRA DR	Residential	RV parked on street	Active
2138 SIERRA DR	Residential	Rv parked on street	Active
2091 RUSSELL DR	Residential	Boat parked on street	Active
1921 LAXALT WAY			
401 RAILROAD ST	Commercial	no business license	Active
186 MAPLE ST	Residential	overgrown yard	Active
1806 WINCHESTER DR	Residential	Operating a business w/o license	Active
2029 RUSSELL DR	Residential	boat on street	Active
1910 RUBY VIEW DR	Residential	Rv over sidewalk	Monitoring
1921 LAXALT WAY	Residential	Boat parked on Street	Closed
1157 COURT ST	Residential	truck parked on sidewalk	Closed
576 11TH ST	Residential	jeep parking on sidewalk	Monitoring
SPRUCE RD	Residential	abandoned home	Active