



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 26, 2021 at 4:00 P.M.–7:00 P.M., P.S.T. at the Elko Convention Conference Center, Ruby Mountain Room, #3 and by utilizing [GoToMeeting.com](https://global.gotomeeting.com)

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ELKO CITY HALL

1751 College Avenue, Elko, NV 89801

Date/Time Posted: 10:10 a.m., P.S.T., Thursday, January 21, 2021

| | | |
|---------------------------------|---------------------------------|-----------------------------|
| Posted by: <u>Kim Wilkinson</u> | <u>Administrative Assistant</u> | <u><i>Kim Wilkinson</i></u> |
| Name | Title | Signature |

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

The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone at: <https://global.gotomeeting.com/join/125271413> You can also dial in using your phone at +1 (872) 240-3412 the Access Code for this meeting is **125-271-413** Public Comment and questions can be received by calling (775) 777-0590 or by emailing: cityclerk@elkocitynv.gov

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<https://global.gotomeeting.com/install/125271413>

Dated this 21st day of January, 2021

NOTICE TO PERSONS WITH DISABILITIES

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

Curtis Calder, City Manager
Elko, Nevada

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.S.T.
TUESDAY, JANUARY 26, 2021
ELKO CONFERENCE CENTER
RUBY MOUNTAIN ROOM, # 3
<https://global.gotomeeting.com/join/125271413>

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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

APPROVAL OF MINUTES: January 12, 2020 Regular Session

I. PRESENTATIONS

- A. Reading of a Proclamation in recognition of the month of February as Children's Dental Health Month, and matters related thereto. **INFORMATION ONLY –NO ACTION TAKEN**
- B. Presentation of a Retirement Plaque to Building Inspector, Layne Kenley for his many years of service, and matters related thereto. **INFORMATION ONLY – NO ACTION TAKEN**
- C. Presentation of a Retirement Plaque to City Sexton, Jan Petersen for her many years of service, and matters related thereto. **INFORMATION ONLY – NO ACTION TAKEN**
- D. Presentation and possible approval of a proposal for play elements for the Elko Dog Park, and matters related thereto. **FOR POSSIBLE ACTION**

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

II. CONSENT AGENDA

- A. Review, consideration, and possible approval for the Elko Police Department to apply for a grant through Kinross Gold Corp., in the amount of fifty-six thousand dollars (\$56,000), to assist with costs associated with purchasing a firearms training simulator, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review, consideration, and possible approval for the Elko Police Department to accept a \$100,000.00 grant from Nevada Gold Mines to assist with costs associated with purchasing a firearms training simulator (FTS), and matters related thereto. **FOR POSSIBLE ACTION**

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

III. PERSONNEL

- A. Employee Introductions:
 - 1) Ron Fahrney, Building Inspector, Building Department
- B. Appointment of Ms. Nancy Porter as a Deputy City Attorney, and matters related thereto. **FOR POSSIBLE ACTION**

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

IV. APPROPRIATIONS

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review and possible approval of Print n' Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review and possible ratification of General Hand-Cut Checks, and matters related thereto. **FOR POSSIBLE ACTION**

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

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

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

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

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

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

V. SUBDIVISIONS

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

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

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

VI. UNFINISHED BUSINESS

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

VII. NEW BUSINESS

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

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

- B. Review, discussion, and possible approval to initiate revisions to the Elko City Charter at the 81st Session of the Nevada Legislature, thereby updating language pertaining to the appointed position of Municipal Judge, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review of the 2020 Shop Local Campaign conducted by the Ruby Radio Corporation, including consideration of a request to continue a similar campaign in 2021, and matters related thereto. **FOR POSSIBLE ACTION**

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

VIII. RESOLUTIONS AND ORDINANCES

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

The City of Elko Fire Department has determined that the 2003 Navistar Ambulance has reached its useful life for the City and would like to donate the

Ambulance to Great Basin College Health Sciences & Human Services Department. MG

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

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

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

IX. PETITIONS, APPEALS, AND COMMUNICATIONS

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

X. 5:30 P.M. PUBLIC HEARINGS

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

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

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

Classic Air Care dba MedX AirOne has petitioned the City of Elko to lease airport owned property identified as Lease Area N1 located on the Elko Regional Airport.

Council accepted the petition and authorized Staff to obtain the required appraisal and proceed with the statutory process of leasing the parcel at public auction as required by NRS 268.062. JF

XI. REPORTS

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

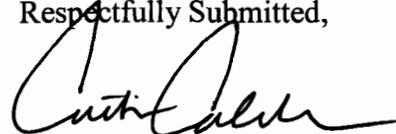
COMMENTS BY THE GENERAL PUBLIC

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

ADJOURNMENT

Respectfully Submitted,



Curtis Calder
City Manager

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

SS January 12, 2021

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, January 12, 2021. Due to the COVID-19 pandemic the meeting was held via GoTo Meeting.

CALL TO ORDER

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

ROLL CALL

Mayor Present: Reece Keener

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

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

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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Lee Hoffman stated it is time to wake up. We are being brainwashed and we don't even know it. John Schroeter wrote a book called Brainwashed: Cutting Through the COVID Confusion, that was published in 2020. He explained brainwashing the citizens according to the book. Our local leaders need to be aware of this. Our freedoms are dependent upon the Governor's indulgences. Leaders are using the pandemic to get total control over our lives. All of this is doing damage to our society. We must resist and we must push back. He asked the local leaders to act and fight back.

Wil Moschetti said that he has not heard from anyone regarding his previous question about the water line to his house. He wanted to get more information about water rates and there is nothing on the City Website.

APPROVAL OF MINUTES: December 8, 2020 Regular Session

The minutes were approved by general consent.

I. PRESENTATIONS

- A. Reading of a proclamation by the Mayor declaring the month of January 2021 as "National Radon Action Month," and matters related thereto. **INFORMATION ONLY – NO ACTION WILL BE TAKEN**

Mayor Keener read the proclamation.

III. PERSONNEL

- A. Appointment of Elko Township Justice of the Peace Randall Soderquist as the City of Elko Municipal Court Judge, effective January 12, 2021, and matters related thereto. **FOR POSSIBLE ACTION**

On November 3, 2020, Judge Mason E. Simons was elected to the 4th Judicial District Court, Department 3. On January 4, 2021, Judge Simons assumed the office of District Judge, resulting in his resignation as Municipal Court Judge.

On January 4, 2021, The Elko County Board of Commissioners appointed Randall Soderquist as the new Elko Township Justice of the Peace. Historically, the Justice of the Peace has also served as the City of Elko Municipal Court Judge.

A copy of Judge Simons' resignation letter has been enclosed in the agenda packet for review. CC

Mayor Keener called for public comment without a response.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve Randal Soderquist as the Elko Municipal Court Judge, effective January 12, 2021.**

The motion passed unanimously. (5-0)

Mayor Keener swore Randal Soderquist in as the Elko Municipal Court Judge.

I. PRESENTATIONS (Cont.)

- B. Presentation and possible approval of the Consolidated Annual Financial Report and Audit for the City of Elko for the Fiscal Year ending June 30, 2020, including but not limited to, Staff response to audit findings, and matters related thereto. **FOR POSSIBLE ACTION**

Mike Spilker with Hinton Burdick CPAs will log in to present the City of Elko's Fiscal Year 2019/2020 Financial Report. JB

Mike Spilker, Hinton Burdick CPAs, gave a presentation (Exhibit "A").

Wil Moschetti stated he saw the charts for all the enterprise funds but the golf course.

Mayor Keener said it was skipped over and asked Mr. Spilker to go back to the Golf Course.

Mr. Spilker said they are included in the financial statement. They just report on the significant funds.

Mayor Keener noted it was addressed on page 27 of the presentation.

Curtis Calder, City Manager, thanked Hinton Burdick for doing the audit, and thanked the Finance Department for their assistance. He also thanked the employees and contractors for keeping the costs down. The consolidated sales tax didn't take as big of a hit as we thought it would take and that might be attributed to the aggressive Shop Local campaign.

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to approve the Consolidated Annual Financial Report and Audit for the City of Elko for the fiscal year ending June 30, 2020.**

The motion passed unanimously. (5-0)

- C. Presentation of the Municipal Separate Storm Sewer System (MS4) Compliance Audit results and findings for the City of Elko conducted in August 2020. **INFORMATION ONLY – NO ACTION WILL BE TAKEN**

The United States Environmental Protection Agency and the Nevada Department of Environmental Protection conducted an audit of the City's MS4 program in August of 2020. The results of the audit were received on December 14, 2020. MR

Michele Rambo, Development Manager, gave a presentation (included in packet).

Mayor Keener said he doesn't remember an audit like this ever happening. Is it supposed to happen on a regular basis?

Ms. Rambo answered she didn't believe there was a schedule and the City of Elko was chosen at random.

Adeline Thibault, Environmental Coordinator, said it should be audited every five years. At the last audit, there were staff changes at NDEP and we missed the last one.

Andrew Dixon, NDEP, stated his support for Ms. Rambo on this. There are always ways to improve and in this case it is enforcement. They have had some enforcement issues in Elko County recently. They are ramping up their enforcement across the State.

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 2021 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

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the Consent Agenda.**

The motion passed unanimously. (5-0)

III. PERSONNEL (Cont.)

- B. Election of Mayor Pro-Tempore, and matters related thereto. **FOR POSSIBLE ACTION**

Mayor Keener explained he has talked to Councilwoman Simons about this and she is willing to act in this capacity.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to elect Mandy Simons to the position of Mayor Pro-Tempore.**

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

- C. Mayoral designation of City Council members to specific "Liaison" positions within the City of Elko, and matters related thereto. **NO 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

Mayor Keener asked that his Mayoral Liaison positions be displayed on the screen. He went over the changes (Exhibit "B").

- D. Review, consideration, and possible approval of a Settlement Agreement and Release of All Claims between the City of Elko and Jonnye Jund in the amount of \$50,000, and matters related thereto. **FOR POSSIBLE ACTION**

Curtis Calder, City Manager, explained that right before the meeting, the final draft of the proposed Settlement Agreement was distributed for Council review.

Becky Bruch, POOL/PACT Attorney, said this was a matter that Jonnye Jund had brought an internal complaint regarding being terminated for cause from the City of Elko, and she also filed an administrative complaint. The parties have been working together towards what was going to be a hearing. An agreement has been reached at \$50,000, which with all things considered, is a good recommendation.

Mr. Calder recommended approval of the Settlement Agreement.

**** A motion was made by Councilman Morris, seconded by Councilman Hance, to approve a Settlement Agreement and Release of All Claims between the City of Elko and Jonnye Jund in the amount of \$50,000.**

The motion passed unanimously. (5-0)

IV. APPROPRIATIONS

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

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to approve the general warrants in the amount of \$2,031,628.55.**

The motion passed unanimously. (5-0)

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

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to approve the Print 'N Copy warrants in the amount of \$534.02.**

Councilman Hance stated that was not what was posted in the agenda.

Mayor Keener asked that they come back to this one.

- C. Review and possible approval of Ruby Mountain Lock & Safe Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to approve the Ruby Mountain Lock & Safe warrants in the amount of \$767.75.**

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

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

There was a question about the total dollar amount of Hand-Cut checks. Ms. Baum offered to double check the totals. Mayor Keener asked that they come back to this one.

- E. Review, consideration, and possible approval for the Elko Police Department to enter into a contractual agreement for towing services with Lostra Brothers Towing and Wreck Recovery Service, LLC, and matters related thereto. **FOR POSSIBLE ACTION**

Approval for the Elko Police Department to enter into a contractual agreement for towing services with Lostra Brothers Towing and Wreck Recovery Service, LLC.

Ty Trouten, Police Chief, explained this is the contract that was approved at the last Council Meeting and this is the approval of the agreement. It does not prohibit other towing companies entering into a contract with the City. Lostra has agreed to the contract and signed it. He recommended approval.

**** A motion was made by Councilman Stone, seconded by Councilman Morris, to approve the Elko Police Department to enter into a contractual agreement for towing services with Lostra Brothers Towing and Wreck Recovery Services, LLC.**

The motion passed unanimously. (5-0)

- F. Review, consideration, and possible authorization to purchase a 4.45 acre parcel, referred to as APN 001-710-049, for the future extension of HARP trail, and matters related thereto. **FOR POSSIBLE ACTION**

In consideration of a possible purchase and authorized by the property owner, staff obtained an appraisal for the parcel APN 001-710-049. The appraisal dated September 1, 2020, conducted by Colliers International Valuation & Advisory Services indicates an as-is market value of \$17,800.00. CL

Cathy Laughlin, City Planner, explained the current HARP Trail ends approximately at A Street, at the end of W. Front Street. We have worked hard getting that. We have one additional parcel we need to acquire in order to extend the trail to the west.

Mayor Keener thought it was important for recreation and for safety.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to authorize the purchase of 4.45 parcel, referred to as APN 001-710-049, for the future extension of the HARP Trail, in the amount of \$17,000.**

The motion passed unanimously. (5-0)

- G. Review, consideration, and possible approval to authorize Staff to solicit bids for the construction of the 5th Street Park Parking Lot, and matters related thereto. **FOR POSSIBLE ACTION**

This item has been approved in the Fiscal Year 2020/2021 budget. Use of this land within 5 years of acquiring it from the federal government was a condition of the transfer of ownership. Completing this project within this construction season will satisfy the condition. BT

Bob Thibault, Civil Engineer, explained the Public Works Department was able to excavate some material off the lot, saving some money on the contract. Along with the main contract, we will have a contract for quality control and testing services. We should be able to get this done.

Mayor Keener thought the parking lot would be huge for public safety and he is surprised there haven't been more accidents there with kids running back and forth.

Mr. Thibault reminded Council the use of the park will be changing to a dog park.

**** A motion was made by Councilman Stone, seconded by Councilman Morris, to authorize staff to solicit bids for the construction of the 5th Street Park Parking Lot.**

The motion passed unanimously. (5-0)

- H. Review, consideration, and possible direction to Staff to solicit bids for the Alley Water Line Replacement between 4th and 5th and Commercial and Silver Street, and matters related thereto. **FOR POSSIBLE ACTION**

The Water Department has fixed numerous leaks in the alley over the past few years and the 2 inch dead-end main needs to be replaced. There are possible plans to repave this alley, construct a parking lot and we would like to replace the water line before this happens. The new 6 inch main will tie in to 5th Street on one end and 4th Street on the other end to loop the system. The customers along this line will receive new service lines from the main to the new meter pits that will replace the existing city shutoffs. The existing line from the shutoffs will remain in place into the buildings. A new tap will be installed for future irrigation of the proposed parking lot. DJ

Dale Johnson, Utilities Director, explained this is a housekeeping thing they want to get cleaned up. There are some leaks down the alley and they would like to replace the water line.

**** A motion was made by Councilman Hance, seconded by Councilman Stone, to authorize staff to solicit bids for the Alley Water Line Replacement between 4th and 5th and Commercial and Silver Street.**

The motion passed unanimously. (5-0)

VIII. 5:30 P.M. PUBLIC HEARINGS

- A. Review, consideration, and possible adoption of Resolution No. 2-21, a resolution of the Elko City Council, amending the Elko City Master Plan Proposed Future Land Use Plan Atlas Map 8 on: 1) six parcels of land located in the area of W. Cedar Street and D Street; 2) APN 001-01R-004 located on Front Street adjacent to the 5th Street Bridge; and 3) APN 110-620-058 located at the northeast corner of Ruby Vista Drive and College Parkway, filed as Elko City Master Plan Amendment No. 3-20, and matters related thereto. **FOR POSSIBLE ACTION**

December 1, 2020 the Planning Commission adopted its Resolution No. 3-20 to amend the Proposed Future Land Use Plan Atlas Map 8 of the current Elko City Master Plan as outlined above. An amendment of this type requires positive action by both the Planning Commission and the City Council. If the City Council suggests any changes to the Master Plan amendment as adopted by the Planning Commission, the Master Plan must first go back to the Planning Commission for review and approval.

NRS Section 278.210(5) allows Master Plans to be amended up to four times a year. This amendment was the third in 2020. MR

Michele Rambo, Development Manager, explained the proposed changes to the Master Plan.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Hance, seconded by Councilman Stone, to adopt Resolution No. 2-21.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible action to adopt Resolution No. 27-20, a resolution and order vacating a 25' wide public utility easement bisecting APN 001-610-112, consisting of an area approximately 9,944 sq. ft., filed and processed as Vacation No. 4-20, and matters related thereto. FOR POSSIBLE ACTION**

Council accepted the petition to vacate this easement at its regular meeting of October 13, 2020, and directed Staff to continue with the vacation process by referring the matter to the Planning Commission. The Planning Commission considered the vacation at its regular meeting of November 3, 2020, and took action to forward a recommendation to Council to adopt a resolution, which conditionally approves Vacation No. 4-20 with findings in support of its recommendation. CL

Cathy Laughlin, City Planner, explained the proposed vacation and that the new easement is in place.

Mayor Keener asked for public comment without a response.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, to adopt Resolution No. 27-20, which contains conditions as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

Kelly Wooldridge, City Clerk, said that if anyone was online for Public Hearing of the Airport Lease, unfortunately we did not get that one on the agenda. She reposted the notice and it will be on the 26th agenda.

IV. APPROPRIATIONS (Cont.)

- I. Consideration and possible authorization for Staff to apply for Federal Aviation Administration Grant # AIP 3-32-0005-053-2021 Focused Study, and matters related thereto. FOR POSSIBLE ACTION**

A Planning Consultant will conduct a Focused Planning Study for Elko Regional Airport to include: 1) Determine the overall configuration of the airfield and its ability to facilitate and maximize future demand, desired activities and economic and physical growth; 2) An assessment for the development of a Regional Aircraft Rescue and Fire Fighting (ARFF) Training facility; 3) An overview of the existing and future land use and economic development conditions; existing and future commercial and general aviation aeronautical need; 4) An assessment of commercial terminal and general aviation facility needs; 5) Development of a future comprehensive project listing; 6) A comprehensive analysis of existing runway,

taxiway and apron configurations and a proposed future optimization of runway placement satisfactory to FAA guidelines and requirements. JF

Jim Foster, Airport Manager, explained the background information lined out what we will be doing in the focused study. This is authorization to apply for the grant.

Mayor Keener thought the ARFF Training Facility is great since there is not a training facility anywhere nearby.

Mr. Foster said the nearest training facility is possibly Helena, Montana.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to authorize staff to apply for FAA AIP 3-32-0005-053-2021, in the amount of \$586,667.**

The motion passed unanimously. (5-0)

- J. Consideration and possible authorization for Staff to order four (4) replacement Police Vehicles under the Enterprise Fleet Management Master Lease Agreement, and matters related thereto. **FOR POSSIBLE ACTION**

Due to pandemic-related production delays, replacement vehicle deliveries have been pushed back considerably. As such, Staff is requesting authorization to order four (4) replacement Police Vehicles (3 Patrol & 1 unmarked), anticipating the delivery will not occur until after July 1, 2021. No lease payments are due until after the vehicles have been delivered. CC

Curtis Calder, City Manager, explained we are trying to get ahead of some of the delays in getting the vehicles delivered. This will be next year's order for the Police Department.

Mayor Keener said he spoke to Chief Trouten and there is definitely a need for the vehicles.

Councilman Stone suggested putting cameras into the patrol vehicles and thought that could be put onto a future agenda.

**** A motion was made by Councilman Stone, seconded by Councilman Morris, to authorize the order of 4 replacement vehicles to lease for delivery after July 1, 2021.**

The motion passed unanimously. (5-0)

- K. Review, consideration, and possible approval for the Fire Department in collaboration with the Elko County LEPC to apply for the 2021 United We Stand Grant, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko Fire Department in collaboration with the Elko County LEPC would like to apply for the 2021 United We Stand grant and request for the purchase of a heavy rescue truck. This grant would be used to purchase and refurbish a heavy rescue truck to be used to carry hazardous materials and technical rescue equipment to increase the effectiveness of the fire department to combat terrorism and hazmat

incidents. Total amount of the grant would be around \$280,133.00 with a no match.
JS

Jack Snyder, Deputy Fire Chief, explained the United We Stand grant is a State ran grant from money collected from license plates. This is a second run of the grant due to excessive funds. Since there are excess funds, they are able to apply for the grant without matching funds. This truck will be able to carry all of their equipment needed for hazmat and terrorism incidents. The vehicles will service the citizens of Elko and Elko County. This box is a giant tool box on wheels.

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to recommend approval for the Fire Department in collaboration with the Elko County LEPC to apply for the 2021 United We Stand Grant in the amount of \$280,133.**

The motion passed unanimously. (5-0)

Mayor Keener moved back to Appropriations, Item B.

IV. APPROPRIATIONS (Cont.)

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

Mayor Keener stated he was given a total for the warrants.

Jan Baum read the Print 'N Copy warrants total is \$622.99.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the Print 'N Copy warrants in the amount of \$622.99.**

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

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

Jan Baum said the total for the General Hand-Cut Checks was \$292,811.03.

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve the general hand-cut checks in the amount of \$292,811.03.**

The motion passed unanimously. (5-0)

V. SUBDIVISION

- A. Review, consideration and possible approval of Final Map No. 11-20, filed by Copper Trails, LLC, for the development of a subdivision entitled Copper Trails Phase 2 Unit 2 involving the proposed division of approximately 16.96 acres of property into 10 lots for residential development and 1 remainder lot within the R (Single Family and Multiple

Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

Subject property is located north of the intersection of Copper Street and Mittry Avenue. (APN 001-610-114). The Planning Commission considered this item on January 5, 2021, and took action to forward a recommendation to conditionally approve Final Map 11-20. MR

Michele Rambo, Development Manager, explained this is a portion of Phase 2 of Copper Trails. The Planning Commission recommended conditional approval.

Mayor Keener said he noticed that some of the lots were less than 5000 sq. ft.

Ms. Rambo answered this is one of only two developments she knows of that allow for that.

Luke Fitzgerald, Developer, said this is a small lot subdivision with an agreement for the entirement of the property. He wants to bring affordable housing here. They are planning smaller homes but they have built to just under 3000 sq. ft. on those lots. It is tight but it can go vertical.

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to conditionally approve Final Map No. 11-20 of Copper Trails Phase 2 Unit 2 subdivision project, with the findings and conditions as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

VI. NEW BUSINESS

- A. Review, consideration, and possible action to accept the 2021 Planning Commission Work Program, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission considered a draft 2021 Work Program at their meeting January 5, 2021. They took action to approve the Work Program and forward it to Council for acceptance. CL

Cathy Laughlin, City Planner, explained this is a requirement in the City Code that the Planning Commission do a Work Program every year and City Council approve it.

Mayor Keener asked if she has been able to do any workshops.

Ms. Laughlin answered they have not done a workshop because it has not been necessary.

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to accept the 2021 Planning Commission Work Program.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Copper Trails Phase 2 Unit 2 Subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code 3-3-21 requires the subdivider to have executed and filed an agreement between the subdivider and the City for the required subdivision improvements, including stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in accordance with Elko City Code 3-3-22. MR

Michele Rambo, Development Manager, explained this is the Performance/Maintenance Agreement to go with the Final Map we talked about earlier. It is the standard agreement. She recommended approval.

**** A motion was made by Councilman Hance, seconded by Councilman Stone, to approve the Performance/Maintenance Agreement for subdivision improvements associated with the Copper Trails Phase 2 Unit 2 subdivision, and require that the developer enter into the agreement within 30 days.**

The motion passed unanimously. (5-0)

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

Curtis Calder, City Manager, asked this item be tabled. There is not a final draft for Council approval yet.

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

The motion passed unanimously. (5-0)

- D. Review, consideration, and possible approval for the City of Elko to enter into a Cooperative Agreement with the Nevada Department of Transportation (NDOT) for the purpose of providing each other with project services related to respective stormwater programs, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko's Small MS4 permit encourages that jurisdictions work together and/or assist each other with their stormwater programs. Since the stormwater management responsibilities of the City of Elko and NDOT are fairly intertwined, the City and NDOT have entered into cooperative agreements in the past. The latest of these agreements expired in 2019, with no new agreement in 2020 due to COVID-19. In the past, these agreements have been used predominantly for assistance with public educational programs and have not resulted in any significant expenses. MR

Michele Rambo, Development Manager, explained the City and NDOT have entered into these agreements in the past. This agreement can be used for educational programs and help each other

with construction of facilities. There is a maximum expense for this of \$10,000 a year over a period of three years. There is adequate funding available for this. The City Attorney has reviewed this agreement and has approved it.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, for approval for the City of Elko to enter into the Cooperative Agreement with the Nevada Department of Transportation (NDOT).**

The motion passed unanimously. (5-0)

- E. Review, consideration, and possible approval of a Grant, Bargain and Sale Deed and Contract of Purchase and Sale between Howard R. Wright and Alfred Montes De Oca and the City of Elko, for the sale and purchase of a parcel of land consisting of approximately 4.45 acres referred to as APN 001-710-049 in the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

This parcel would be purchased by the City of Elko with the intention of extending the HARP Trail to the new sports complex. CL

Cathy Laughlin, City Planner, explained this is the contract document that goes along with a previous agenda item where you agreed to purchase the property. Once it is signed, we will take it down and open escrow.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, to approve the Grant, Bargain and Sale Deed and Contract of Purchase Sale between Howard R. Wright and Alfred Montes De Oca and the City of Elko.**

The motion passed unanimously. (5-0)

- F. Review, consideration, and possible approval of the First Amendment to the Agreement to Install Improvements and Provide Maintenance Guaranty with Bailey and Associates, LLC for the Cambridge Estates Subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

As required by Elko City Code 3-3-21, the City and Bailey and Associates, LLC entered into an agreement to install improvements for the Cambridge Estates Subdivision on October 22, 2019. Bailey and Associates, LLC has completed the majority of the improvements with the exception of the final repairs required after an inspection on November 30, 2020. The developer is now requesting to post a performance guaranty in accordance with Elko City Code 3-3-22 and the approved performance agreement to cover the cost of the repairs. To accomplish this, Staff has determined that the City and the developer need to revise language in the agreement to install improvements to allow the posting of a performance guaranty for the remaining work. MR

Michele Rambo, Development Manager, explained the performance agreement was entered into in 2019. It was one of the few that did not include the new language for bonding for public improvements. We have already received the bond for it and we are ready to move forward with this amendment. The developer asked for one modification of the agreement which is "Whereas"

number 5. Changing the language to say a majority of the work has been done with some of it remaining.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to approve the First Amendment to the Agreement to Install Improvements and Provide Maintenance Guaranty for the Cambridge Estates subdivision.**

The motion passed unanimously. (5-0)

VII. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Ratification of the Police Chief issuing a 60-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Bobbi R. Morley, DBA MODZ Arcade, located at 570 Commercial Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

Chief Trouten explained this is all set to go. Because of COVID we have had a significant delay in getting a return of fingerprints. He has met with Bobbi Morley and explained the Liquor Code to her. He recommended ratification and approval.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to ratify the Police Chief issuing a 60-day temporary retail liquor license and issue a Regular Retail Liquor License to Bobbi R. Morley, dba MODZ Arcade, located at 570 Commercial Street, Elko, Nevada.**

The motion passed unanimously. (5-0)

- B. Ratification of the Police Chief issuing a 90-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Deborah Barnhart, Clair Ketchum, and Anthony Lewis, DBA The Underground Nightclub, located at 548 Commercial Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

Chief Trouten explained they had the same problem getting all the prints back. He has met with Deborah Barnhart, Clair Ketchum and Anthony Lewis regarding the Code expectations. He was good with the backgrounds. He recommended ratification and approval.

Mayor Keener asked if Council had any questions for Debra Barnhart, who was online. There was no response.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to ratify the Police Chief issuing a 90-day temporary retail liquor license and issue a Regular Retail Liquor License to Deborah Barnhart, Clair Ketchum and Anthony Lewis, dba The Underground Nightclub, located at 548 Commercial Street, Elko, Nevada.**

The motion passed unanimously. (5-0)

- C. Review, consideration and possible approval for White Cloud Communications Incorporated (White Cloud) for occupancy of approximately 2,500 feet of City owned conduit as shown on its plans for the Phase III Mountain City Highway

project, generally extending from Murray Way to approximately 300 feet past the Silver Street and West Main Street Intersection, and matters related thereto. **FOR POSSIBLE ACTION**

White Cloud Communications Incorporated (White Cloud) is requesting the utilization of City owned conduit generally extending from Murray Way to approximately 300 feet past the Silver Street and West Main Street Intersection. White Cloud is proposing the installation of a 144 pair fiber cable in the conduit. The project also includes fiber extension from near the intersection Mountain City Highway and Idaho Street to D Street. The segment to D Street requires new construction. White Cloud will be required to have at least one customer within 90 days of installation. SAW

Scott Wilkinson, Assistant City Manager, explained all of this is envisioned under the Franchise Agreement that we have in place. The Franchise Agreement says this will be a revocable permit to occupy. He explained where White Cloud would like to occupy City conduit. He recommended approval.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to approve White Cloud Communications Incorporated (White Cloud) for occupancy of approximately 2,500 feet of City owned conduit as shown on its plans for the Phase III Mountain City Highway project, generally extending from Murray Way to approximately 300 feet past the Silver Street and West Main Street intersection. The occupancy of the conduit does not prohibit an override by other providers or the City, which do not interfere with White Cloud's operations.**

The motion passed unanimously. (5-0)

IX. REPORTS

A. Mayor and City Council

Mayor Keener welcomed Councilman Clair Morris to Council. Cheers to 2021, onward and upward. We will be meeting in person for our second January meeting. He asked Mr. Calder to continue that way until further notice. He hopes meeting in person will eliminate the technical issues we have had.

Councilman Stone also welcomed Clair Morris to Council.

Councilwoman Simons said she was happy to have Mr. Morris.

B. City Manager

Curtis Calder said, regarding the second meeting in January, we are going to try to accommodate that. The Governor extended the restrictions. We need a room big enough for the meeting. We will have to be strict managing the meeting. We are hoping to have a live and virtual meeting at the same time. We have had some issue with City Staff being exposed to COVID-19 but we are doing our best to keep our services at the same level citizens are used to. Mr. Calder noted Lee Hoffman's comments about wanting City Council to do something. Keep in mind there isn't a lot Council can do. We need to conduct business in compliance with the Governor's Directives.

Kelly Wooldridge said we are trying to get to the Convention Center on the 26th, but there are some issues. The mines have the entire Convention Center book for the month of January and we will have to go to the Conference Center. We are trying to see if we can work through some technical issues. It will be harder for us to connect and log onto the City's network from the Conference Center.

Mayor Keener said the preference is to have a meeting in person but if we have to have another virtual meeting, so be it.

C. Assistant City Manager—Update on the Needle Exchange Program and Cold Weather Program

Scott Wilkinson said TracB reported they handed out 390 syringes and received 892 back. People turned in more than they received. He declared a Cold Weather emergency on two occasions. We rented rooms from the only hotel that has entered into an MOU at this time. We rented 3 rooms on December 23, 24 and 24th. He rented 3 rooms again on December 28 and 29th. He has not had to declare an emergency since that time.

Mayor Keener asked if there had been any damage claims.

Mr. Wilkinson answered no. We didn't get a key returned from one of the rentals. There was an instance where we rented a room for one individual who went on a binge to the point that the Police Department had to be called in. Other than that, it has gone well. We reached out to all the hotels in the community and have had some conversations. The hotelier we are working with now actually has a higher vacancy than the three rooms but that is up to them.

Mayor Keener said he heard there has been some progress with the VA Cemetery. He asked if the City will need a letter in support of that?

Mr. Wilkinson answered said we may have already done that in the past.

Mayor Keener said the newspaper indicated they are considering two properties and have solicited public comment on that. He felt we should weigh in on that. Has our congressional delegation had any involvement in this at all?

Mr. Wilkinson said Amodei's office is up to speed. Our senator is still pursuing a possible exchange and that is why you are seeing both properties. He is pretty sure the VA prefers the City's property but they have to go through the process.

D. Utilities Director

E. Public Works

Dennis Strickland reported that NV Energy did repair 179 lights. The situation that they are not responsive has been corrected. He have our Christmas trees picked up already.

Mayor Keener asked if anything happened at the RTC meeting?

Mr. Strickland said it was a very short meeting and nothing of consequence developed.

F. Airport Manager

Mayor Keener said he saw the enplanements and it looks like things are gradually improving. Hopefully that will be the trend. Has that carried over to January?

Jim Foster answered he thought they have hit their plateau. They are restricted by Delta only offering 65% of the seats available. Until the restrictions get lifted, that is where we will be for the next year.

G. City Attorney

H. Fire Chief

Chief Griego reported the Elko County COVID Task Force will continue to do their best to get the community through the crisis. Right now they are trying to get the vaccine out. We are in Tier 1 now, getting all of the healthcare workers, public safety and long term care facilities. We should get word from the State to open up Tier 2 vaccinations. The E911 Board is meeting tomorrow with some new members. He has been working on the NV Energy agreement and hoping to have that ready for Council by the next meeting.

Mayor Keener asked how many dosages of the vaccine has been administered.

Chief Griego did not have that information but he knows they were working hard not to waste any of that vaccine. About 1/3 of his staff participated in the vaccine so far.

I. Police Chief

Mayor Keener asked what percentage of his staff has gotten the vaccine so far.

Chief Trouten answered they are sitting at just over 40%.

J. City Clerk

Kelly Wooldridge reported the new Agenda Management and Document Management system has been a little bit delayed due to her not being in the office. We have some training scheduled for later this week. She is waiting for them to contact her so they can get back on track. She reminded everyone that the Financial Disclosure and Ethical statements are due to the by the 15th. She will send out another email reminder tomorrow.

K. City Planner

Mayor Keener said the 5th Street Corridor, with the Residential Office Zoning, is creating a practical difficulty and hardship for owners that want to sell their houses. There is difficulty getting appraisals in the area. It is his understanding that most residential appraisers will not touch a commercial type designation property. They will go into a contract to sell and do their due diligence but this issue keep coming up. We created some unintended consequences with that overlay. We need to find some resolution.

Cathy Laughlin said it is no different than our residential properties on Commercial Street or River Street. Those sales would require a commercial appraisal and the problem is that there are no general appraisers in the City of Elko. That has been the problem and will be a problem until there is a general appraiser in the area. The principal permitted use is residential and a permitted use is also small office.

Wil Moschetti said a residential appraiser can only appraise areas zoned R and only R. Anything else will require a commercial appraiser. There are none of those appraisers in this area. You will have to get someone from out of the area to do the appraisal.

Mayor Keener wondered if any of the appraisers in town would be willing to partner with a general appraiser.

Mr. Moschetti answered no. It is not viable.

Mayor Keener asked if there was something in our Code regarding how long campaign signs can remain up.

Ms. Laughlin answered it is regulated by the NRS. It is not in our sign code. That section of the NRS is handed out to people during the campaigning process.

- L. Development Manager
- M. Financial Services Director
- N. Parks and Recreation Director

James Wiley reported they are in the second week of the pool being open. We are open on a limited basis. Everything seems to be going smooth so far. They opened for 2 days at the SnoBowl for tubing only. There is limited snow on the site. There is a slim chance we can offer that again this weekend but it doesn't look likely. He has been working with the Dog Park group to fund raise for fencing. They will meet to draft a set of rules for the park.

Mayor Keener noticed there was some tree pruning in the park. Is there a plan for pruning at the Golf Course?

Mr. Wiley answered they are doing pruning at the Golf Course right now.

- O. Civil Engineer

Bob Thibault said the existing fencing at the 5th Street park has barbed wire and that will be removed. It should come off easily.

- 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**

Councilman Morris said he is doing his best to get up to speed but his first meeting he was hit with a 500+ page agenda packet. He knows he has a lot to learn but he will get there.

Mayor Keener said he can call and ask questions at any time.

Wil Moschetti asked if the agreement for the Golf Course Management was approved.

Mayor Keener said that one was tabled. The agreement is still being negotiated.

Mr. Moschetti asked if we can be a partner in the bar business.

Dave Stanton, City Attorney, answered it is a management agreement. He didn't see any legal issues in the contract relating to the bar portion of the business.

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: **Presentation and possible approval of a proposal for play elements for the Elko Dog Park, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 26, 2021**
3. Agenda Category: **PRESENTATION**
4. Time Required: **10 Minutes**
5. Background Information: **The volunteer committee representing the Elko Dog Park is proposing several play elements to be included within the park. A power point presentation showing the conceptual layout of the various equipment has been included in the packet for review. JW**
6. Budget Information:

Appropriation Required:
Budget amount available:
Fund name: **Recreation Fund**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Pleasure of the City Council**
10. Prepared by: **James Wiley, Parks and Recreation Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

PARK COMPLETION & UPGRADE PROPOSAL

ELKO CITY DOG PARK

PRESENTED BY

ELKO CITY DOG PARK VOLUNTEER COMMITTEE MEMBERS

DARCI SHELTON

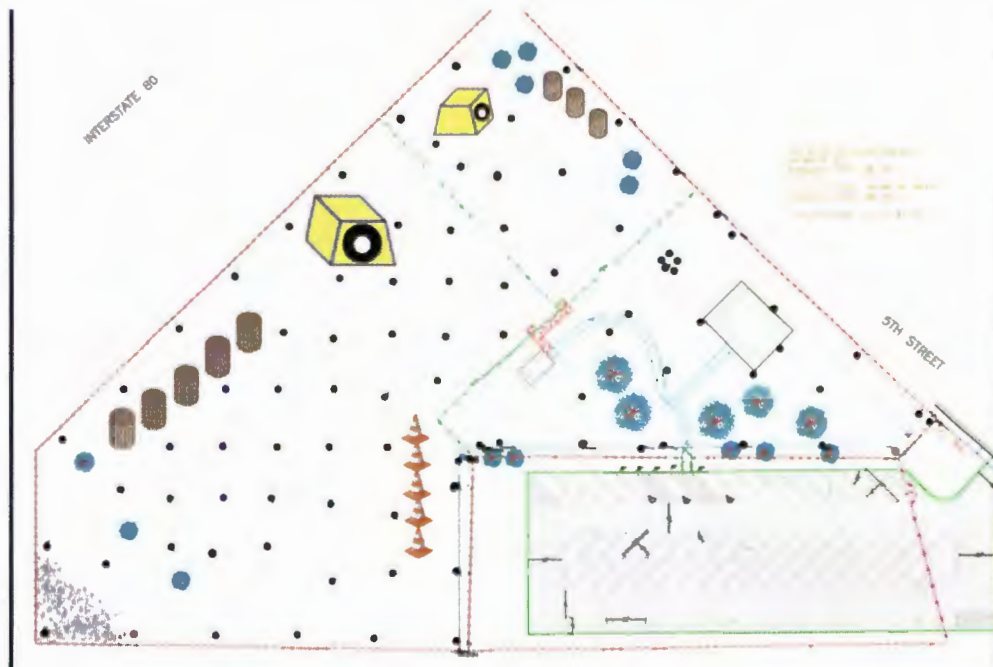
RAEANNA CARROLL

RACHEL HOOPER

TAMMY OWENS

IN COOPERATION WITH ELKO CITY PARKS & RECREATION DEPT

PARK CONCEPT, FENCING, PARKING LOT & ADA ADDITIONS



226 SF of Additional Sidewalk(Shown in Red) Estimated Cost \$2,260

410 LF of Fence(Shown in Green) Estimated Cost \$5,330

Total Additional Cost \$7,590

- 6ft Fence
- Leashed Area
- Lg Dog (25lbs+) & Sm Dog (under 25lbs)
- Dog Park Sign and Fence Art
- Water Feature
- Haul Truck Bridge
- Weaving Cones
- Rocky Gravel Pit Play Area
- Log Pedestals

EQUIPMENT AND PARK ADDITIONS

1 Welcome Sign At The Entrance



2 Silhouettes Along Fence Line



3 Drinking Water Feature For Dogs In Leashed Area



4 Leash Stands At Entry Gates



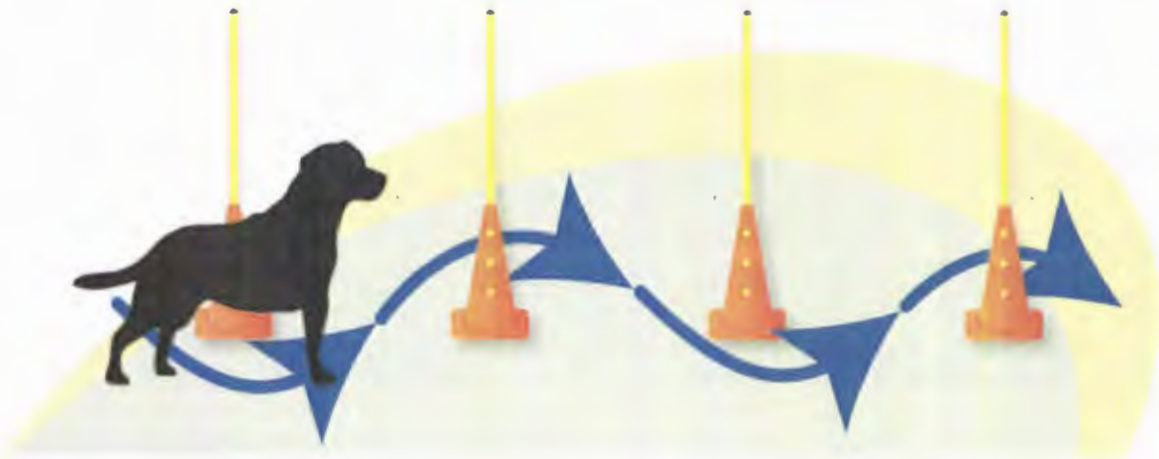
5 Log Pedestals (Leach Pads)



6 Tire Tunnel & Bridge (Haul Truck)



7 Weaving Cones (Hazard Zone)



8 Rocky Gravel Pit (Tails Dam)



**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval for the Elko Police Department to apply for a grant through Kinross Gold Corp., in the amount of fifty-six thousand dollars (\$56,000), to assist with costs associated with purchasing a firearms training simulator, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 26, 2021**
3. Agenda Category: **CONSENT ITEM**
4. Time Required: **5 Minutes**
5. Background Information:
6. Budget Information:
 Appropriation Required: \$
 Budget amount available: **TBD**
 Fund name: **General Fund**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Approve the Elko Police Department's request to apply for a grant through Kinross Gold Corp., in the amount of fifty-six thousand dollars (\$56,000), to assist with costs associated with purchasing a firearms training simulator.**
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 \$100,000.00 grant from Nevada Gold Mines accept a \$100,000.00 grant from Nevada Gold Mines accept a \$100,000.00 grant from Nevada Gold Mines to assist with costs associated with purchasing a firearms training simulator (FTS), and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 26, 2021**
3. Agenda Category: **CONSENT ITEM**
4. Time Required: **5 Minutes**
5. Background Information: **On December 8, 2020, the Elko City Council approved the Elko Police Department's request to apply for a \$156,000.00 grant through Nevada Gold Mines to assist with costs associated with purchasing a firearms training simulator (FTS). The Elko Police Department received notification of Nevada Gold Mines intent to award a grant in the amount of \$100,000.00. There is no funding match required for this mini-grant. TT**
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: **NVG Community Investment Agreement**
9. Recommended Motion: **Recommend approval for the Elko Police Department to accept a \$100,000.00 grant from Nevada Gold Mines.**
10. Prepared by: **Elko Police Chief Ty Trouten**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution: **N/A**



Community Investment Agreement

Working with Communities for Mutual Shared Success

- Date:** December 22, 2020
- Parties:** Nevada Gold Mines LLC ("NGM")
1655 Mountain City Highway
Elko, NV 89801
- Elko Police Department ("EPD")
1448 Silver Street
Elko, NV 89801
- Term:** December 2020
- Title:** Support for the Elko Police Department to purchase the InVeris FATS 180LE Law Enforcement Simulator and BlueFire Weapons Simulators.
- Purpose:** Our mission in the performance of our duties includes "problem solving to safeguard life and property" This system allows us to combine all levels of force, everything from present and verbal commands, taser, pepper spray, impact weapons, and firearms into one training where we can observe and evaluate not only how the force is used but the judgement in selecting the correct type of force. There are no other means to do this at present, which means that we must rely on real world situations and correction from those situations in which there are issues. This system also allows us to induce stress, similar to real life, as the system provides negative feedback in the form of pain, which is the only means to replicate real world stress and thereby test judgement under such stress. Any work we can do in a non-live or training environment serves to protect the public from bad judgement and uses of force, and minimize liability to the city as a whole, which is funded by the public (the "Purpose").
- Funding:** NGM will provide voluntary financial assistance in the amount of \$100,000.00 to EPD to purchase the InVeris FATS 180LE Law Enforcement Simulator and BlueFire Weapons Simulators ("the Support").
- Deliverables:** EPD will commit to the following:
- Reporting – EPD will provide proof of purchase to NGM and will provide a utilization report for two years following the purchase of equipment that will include how many individuals have been trained.
 - Acknowledgment – EPD will engage with Nevada Gold Mines social media channels to promote the NGM/EPD partnership. EPD will create a social media post and press release highlighting NGM's social investment and other promotion of this investment as mutually agreed upon.



Payment Schedule: December 2020 \$100,000.00

In consideration of the Support, EPD acknowledges and agrees that:

- a. the Support provided by NGM is voluntary;
- b. the Support will only be used for the purpose described and no other purpose unless previously agreed to in writing by NGM. In the case of any excess and unused Support not used for the Purpose during the Term, EPD agrees to notify NGM as soon as practicable of the excess and unused Support, and after such notification, NGM and EPD agree to work together, both acting reasonably, to identify an alternate and appropriate purpose for the Support that is consistent with the original Purpose.
- c. the provision of voluntary Support is not conditioned by the outcome of any function that EPD or its employees or officials may perform, or any decision that they may render;
- d. EPD shall not be beholden to NGM, influenced or constrained by such Support;
- e. NGM shall have no liability for the acts of EPD;
- f. EPD has no authority to direct, supervise or control any assignment or function of EPD or any of its employees, officials, agents or subcontractors;
- g. EPD will work with NGM representatives on appropriate acknowledgement of this Support;
- h. NGM may disclose information about the Support to third parties;
- i. EPD will hold NGM harmless in the event of any injury, cost or expense arising from any claims, death, injury or property damage arising from the use of the Support provided hereunder, and such obligation shall survive the expiration or termination of this Agreement;
- j. EPD acknowledges that none of its employees or officials will benefit in their individual capacities from the Support;
- k. neither NGM nor EPD are aware of any issue which may create a conflict of interest with respect to this Agreement and each party agrees to provide immediate notice to the other in the event such party becomes aware of any potential conflict of interest regarding this Agreement or the Support provided under this Agreement;
- l. EPD represents and warrants that it is currently in compliance with all applicable laws, and agrees that each and its respective agents and subcontractors will comply with all applicable laws during the term of this Agreement. NGM may terminate this Agreement by notice to EPD if NGM believes in good faith that EPD or its respective agents or subcontractors has engaged, directly or indirectly, in any illegal activities or otherwise breached this Agreement. Such termination shall be effective immediately upon notice and shall extinguish all NGM funding obligations hereunder;
- m. During the term of this Agreement, and for a period of three (3) years following the termination or expiration of this Agreement, EPD shall maintain complete and accurate books and records with respect to the Support provided pursuant to this Agreement and EPD's performance under this Agreement. NGM may audit such books and records of EPD as is reasonably necessary to determine compliance with the terms of this Agreement, and EPD shall cooperate fully with NGM in any such audit.



Hilary Wilson
Secretary – AAE
Nevada Gold Mines LLC

Ty Trouten
Chief
Elko Police Department

**Elko City Council
Agenda Action Sheet**

1. Title: **Appointment of Ms. Nancy Porter as a Deputy City Attorney, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 26, 2021**
3. Agenda Category: **PERSONNEL**
4. Time Required: **5 Minutes**
5. Background Information: **Ms. Nancy Porter has recently joined the Goicoechea, DiGrazia, Coyle & Stanton Law Firm. As such, Ms. Porter will be working from time to time on City of Elko-related issues. City Attorney David Stanton is requesting that Ms. Porter be appointed as a Deputy City Attorney. CC**
6. Budget Information:

Appropriation Required:
Budget amount available:
Fund name:
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: **Review and possible designation of an independent auditor to prepare the annual audit for the City of Elko for Fiscal Year ending June 30, 2021, pursuant to NRS. 354.624, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 26, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **Each year the City is required to designate an independent auditor prior to March 31 of the year in which the audit is to be conducted. The City put out Requests for Proposals for auditing services for a period of five years on March 2016, and awarded the RFP to HintonBurdick, PLLC. The City of Elko Financial Services Director would like to extend the agreement with HintonBurdick, PLLC one additional year. JB**
6. Budget Information:

| | |
|--------------------------|--------------------|
| Appropriation Required: | \$60,000.00 |
| Budget amount available: | \$60,000.00 |
| Fund name: | |
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Approve HintonBurdick, PLLC as the City of Elko's independent auditors for the fiscal year ending June 30, 2021 in an amount not to exceed \$60,000.**
10. Prepared By: **Jan Baum, Financial Services Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Michael K. Spilker, Hinton Burdick, PLLC
mspilker@hintonburdick.com**



HINTONBURDICK
CPAs & ADVISORS

October 7, 2020

Honorable Mayor, City Council and Management
City of Elko
1751 College Avenue
Elko, NV 89801

We are pleased to confirm our understanding of the services we are to provide the City of Elko, Nevada for the year ended June 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Elko, Nevada as of and for the year ended June 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Elko, Nevada's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Elko, Nevada's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) GASB Pension Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Elko, Nevada's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements OR in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining Statements
- 3) Individual Fund Budgetary Comparison Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Statistical Information
- 2) Schedule of Fees Imposed Subject to Provisions of NRS 345.5989
- 3) Introductory Section

Our responsibility for other information included in documents containing the entity's audited financial statements and auditor's report, if applicable, does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Honorable Mayor, City Council and Management of the City of Elko, Nevada. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we



are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.



As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Elko, Nevada's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Elko, Nevada's major programs. The purpose of these procedures will be to express an opinion on the City of Elko, Nevada's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements and related notes, and proposed journal entries of the City of Elko, Nevada in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes, and proposed journal entries services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal



awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by the time we begin our audit.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to HintonBurdick, PLLC, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of



the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

You agree to assume all management responsibilities relating to the financial statements and related notes, proposed journal entries, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved



the financial statements and related notes, and proposed journal entries prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all schedules we normally request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Elko, Nevada; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of HintonBurdick, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant or oversight agency for the audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of HintonBurdick, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the cognizant agency, oversight agency for audit, or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in approximately September and to issue our reports no later than November 30, 2021. Michael K. Spilker, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our price for these services, including out-of-pocket costs (such as report reproduction, postage, travel, copies, etc.) will not exceed \$52,750.

Our price estimate for the single audit, if applicable will not exceed \$3,500. The estimate is based on no more than two major programs for the single audit. Our fee for any additional major programs over the base amount of two programs included in the price above will be \$1,500 per program. Our price estimate for the passenger facilities program compliance procedures and report will not exceed \$1,450.

The above price is based on anticipated cooperation from your personnel, timely receipt of information, and the assumption that unexpected circumstances will not be encountered during the audit. If significant



additional time is necessary, we will discuss it with you and arrive at a new price estimate before we incur any additional costs.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original price estimate.

If requested or required, fees for additional accounting, consultation and any other non-audit services will be billed separately and will be dependent on the level of service provided. We will discuss the situation with you before we proceed.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. Interim billings may be submitted as work progresses and expenses are incurred. In the event any statement or invoice rendered by us to you is not paid within thirty (30) days of the date of the invoice, a late charge shall be accrued on the unpaid balance at the rate of 1.5 percent per month until paid. If billings are not paid within thirty (30) days of the invoice date, at our election, we may stop all work until your account is brought current or we may withdraw from this engagement. You acknowledge and agree that we are not required to continue work in the event of your failure to pay on a timely basis for services rendered as required by this engagement letter. You further acknowledge and agree that in the event we stop work or withdraw from this engagement we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

Our liability as auditors shall be limited to the period covered by our audit and shall not extend to periods for which we are not engaged as auditors.

It is our policy to keep work papers related to this engagement for seven (7) years. Upon the expiration of the seven (7) year period, you agree that we shall be free to destroy our work papers. When records are returned to you, it is your responsibility to retain and protect your records for possible future uses, including potential examination by governmental or regulatory agencies.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to other legal remedies. If the parties are unable to resolve the dispute through mediation within sixty (60) days from the date notice is first given, then they may proceed to resolve the matter by arbitration. Such arbitration shall be binding and final. Any dispute over fees will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. In agreeing to arbitration both parties acknowledge that, in the event of a dispute each party is giving up the right to have the dispute decided in a court of law before a judge or jury and instead are accepting the use of arbitration for resolution. Costs of any mediation proceeding shall be



shared equally by all parties. The prevailing party in the arbitration shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the application of the dispute in an amount to be determined by the arbitrator.

We appreciate the opportunity to be of service to City of Elko, Nevada and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Michael K. Spilker, CPA
HintonBurdick, PLLC

RESPONSE:

This letter correctly sets forth the understanding of the City of Elko, Nevada.

Management Signature (required): _____

Title: _____

Date: _____

Governance Signature (optional): _____

Title: _____

Date: _____



**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Change Order 3 to MGM Construction, INC for the hauling of trash and contaminated soil to Lockwood Nevada for disposal, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 26, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **Upon installing the foundation and utilities for the Water and Water Reclamation Facility (WRF) Shop, trash and contaminated soil was discovered. This area had to be overexcavated and now the contaminated soil needs to be shipped to a Lockwood Nevada for Disposal. Lockwood was the approved Waste Management site based on the waste profile that was completed by Broadbent & Associates. DJ**
6. Budget Information:

Appropriation Required: \$192,240.00
Budget amount available: \$10,500,000.00
Fund name: Water/Sewer/WRF
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **MGM Change Order Proposal, and Faulstich & Rand Construction Co, Inc. Proposal.**
9. Recommended Motion: **Approve the appropriation of Change Order 3 in the amount of \$192,240.00 payable to MGM Construction, Inc. for the hauling of the trash and contaminated soil to Waste Management's site in Lockwood Nevada.**
10. Prepared By: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:



900 North 400 West, Building # 5
North Salt Lake, Utah 84054
(801) 298-1805 phone
(801) 292-9836 fax
mgmconstruction.net

CHANGE ORDER PROPOSAL

DATE: 12 January 2021

JOB NOS. MGM #2002

TO: ZGA Architects
Attn: Pat Walsh
408 East Parkcenter Blvd. Suite 205
Boise, Idaho 83706

RE: City of Elko
Water & Water Reclamation Facility WRF
Elko, Nevada 89801




- ♦ Proposed Change Order No. 10A
 - enclosures: *COP 10A*
 - transmitted via: *email*
- ♦ FOR APPROVAL

Description: Haul approximately 2100 cu yards of contaminated soils to incinerator in Reno, NV.
All disposal testing, fees, and permits associated with the delivery of material to
incinerator will be the City of Elko's responsibility
Approximately 131 loads @ \$1359 per load

The following details the modifications to cost and time associated with the above description:

| | | |
|-----------------------------------|------|----------------------|
| Faulstitch Rand - \$1359 per load | | <u>\$ 178,000.00</u> |
| Subtotal | | <u>\$ 178,000.00</u> |
| Markup - 8% | | <u>\$ 14,240.00</u> |
| Total | | <u>\$ 192,240.00</u> |
| Days Requested | | <u>0</u> |

COPY TO: _____

SIGNED: 

Michael G. Muhlestein
MGM Construction, Inc.

PROPOSAL

FAULSTICH & RAND CONSTRUCTION

P.O. BOX 2703

ELKO, NV 89803

(775) 738-7463

(775) 753-7695 FAX

Nevada License: #0020769

| | | | | | |
|-------------------|--|---------------|--------------------------------|-------|------------|
| Submit to: | MGM Construction Inc. Attn: Nick Muhlestein | Phone: | (801) 550-2916 | Date: | 01/04/2021 |
| Street: | 900 North 400 West Bldg. #5 | Job Name: | Haul Off Contaminated Material | | |
| City, State, Zip: | Salt Lake City, UT 84054 | Job Location: | Elko WRF Shop | | |
| Architect: | Date of Plans: | Fax: | () | Job: | |

We hereby submit specifications and estimates for:

Our company will haul off the contaminated material spoils and deliver to incinerator in Reno, NV.
There is approximately 2100 yards of contaminated material spoils.

Lump Sum \$178,000.00

Notes:

- All disposal testing, fees, and permits associated with the delivery of material to incinerator will be the City of Elko's responsibility.

We Propose hereby to furnish material and Labor-complete in accordance with above specifications, for the sum of:

One hundred seventy eight thousand _____ dollars (\$ 178,000.00)

Payment to be made as follows:

Net 30 days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature:

ReNae E. McCabe
01/04/2021

Note: This proposal may be withdrawn by us if not accepted within 30 Days.

Read Carefully

Acceptance of Proposal-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above, including N/30, past 60 will be assessed 2% monthly (24% annually) on unpaid balance including retention. Any disputes requiring legal costs will be covered by customer. **NOTICE TO OWNER/CONTRACTOR OR SUBCONTRACTOR OF MATERIALS SUPPLIED OR WORK OR SERVICES PERFORMED NRS 108.245.** TO OWNER/CONTRACTOR OR SUBCONTRACTOR-The undersigned notifies you that he has supplied materials or performed work or services, as set forth above, for improvement of real property, identified by the address and/or job location specified above, under contract with the General Contractor/Subcontractor or Owner. THIS IS NOT a notice that the undersigned has not been or doesn't expect to be paid, but a notice REQUIRED BY LAW that the undersigned may, at a future date, claim a lien as provided by law against the property if the undersigned is not paid.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible authorization of increasing the existing force account amount by \$100,000.00 to include the tipping fees and disposal of the contaminated soil found during the construction of the Water and Water Reclamation Facility (WRF) Shop, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 26, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **At the July 14, 2020 Council meeting, a force account was established for change orders beyond our standard policy for the construction of the Water and Water Reclamation Facility (WRF) Shop in the amount of \$100,000. Currently we have used approximately \$37,000 out of this account through 10 months of construction. With 4 months of construction remaining we would like to keep the remaining balance for construction purposes if needed. Due to the contaminated soil found during construction we are anticipating \$98,000 for tipping fees and disposal of the material. Staff would like to increase the Force Account by \$100,000 to allow for these added costs. DJ**
6. Budget Information:

Appropriation Required: **\$ 100,000.00**
Budget amount available: **\$ 10,500,000.00**
Fund name: **Water and Sewer**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Authorize increasing the existing Force Account by \$100,000 to cover the cost associated for tipping fees and the disposal of the contaminated soil that was discovered during construction of the new Water and Water Reclamation Facility (WRF) Shop. Total amount expenditures of the force account will not exceed \$200,000 without council approval.**
10. Prepared By: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible conditional acceptance of Public Improvements for the Aspen Heights Subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 26, 2021**
3. Agenda Category: **SUBDIVISION**
4. Time Required: **10 Minutes**
5. Background Information: **Council approved Final Map 3-20 on July 14, 2020. An Agreement to Install Public Improvements and a Performance Guarantee was entered into with the current owner on October 13, 2020.**

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

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 email from Dusty Shipp, dated January 19, 2021; Project Certification by Thomas Ballew, P.E., High Desert Engineering**
9. Recommended Motion: **Conditional Acceptance of Public Improvements for the Aspen Heights Subdivision with the noted exceptions.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **None**
12. Council Action:
13. Council Agenda Distribution: **Braemar Construction
Attn: Dusty Shipp
717 W Idaho Street
Elko, NV 89801
dustv@braemarco.com**

Michele L. Rambo

From: dusty@braemarco.com
Sent: Tuesday, January 19, 2021 4:53 PM
To: Michele L. Rambo; Tom Ballew
Subject: Request for acceptance Aspen Heights.

Michele,

I would like to request at this email serve as a letter in behalf of Braemar Construction. This is to request the conditional acceptance of Aspen Heights subdivision. We will agree to do the slurry seal prior to the release of the required maintenance bond.

Thank you

Dusty Shipp
Shipp Group
Kw Group One Inc.
775-934-5785

Owner/Operator Braemar Construction LLC

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

January 13, 2020

Michele Rambo, Development Coordinator
City of Elko
1751 College Avenue
Elko, NV 89801

Re: Aspen Heights Subdivision

Dear Michele,

High Desert Engineering, LLC, with assistance from Carter Engineering, LLC, and Thurston Testing Laboratory, has provided the Quality Assurance Inspections and Quality Control Testing for Aspen Heights Subdivision.

Based on a review of the inspections and testing performed by High Desert Engineering, Carter Engineering and Thurston Testing Laboratory, I hereby certify that, to the best of my knowledge, the public improvements shown as complete for this project were constructed in substantial conformance with the approved project plans and specifications.

Work on this project has been performed by the following:

| | |
|--|---|
| Braemar Construction – General Contractor: | Earthwork Installation of underground utilities Installation of all base aggregates Installation of curbs, gutters and sidewalks |
|--|---|

| | |
|-----------------|---|
| Staker-Parsons: | Installation of plantmix bituminous surface |
|-----------------|---|

In addition, materials for this project have been supplied by the following:

| | |
|-----------------|-------------------------|
| Staker-Parsons: | Asphalt Cement Concrete |
|-----------------|-------------------------|

| | |
|----------------|---|
| Humboldt Vega: | Portland Cement Concrete Base Aggregates Bedding Aggregates |
|----------------|---|

Work on this project began the week of October 26-30, 2020.

Work Completed:

Work completed on this project, as of the date of this report, is shown in the spreadsheet contained in the attached Appendix A. A summary of the work not complete at this time is as follows:

- Seal coat. This work is 0% complete at this time.

Inspection Reports:

Inspection reports for the project, prepared by High Desert Engineering, Carter Engineering and Thurston Testing Laboratory, are contained in Appendix B.

Earthwork:

Mass grading for this project was previously completed. Earthwork on this project consisted of subgrade preparation, trench backfill and bedding, placement of aggregate base materials, and backfill behind sidewalks.

Earthwork testing on this project consisted of the following:

- Compaction Characteristics of Soil (ASTM D1557)
- Sieve Analysis of Fine and Coarse Aggregates (ASTM C136)
- Liquid Limit, Plastic Limit and Plasticity Index of Soils (ASTM D4318)

Results of the above referenced testing are contained in Appendix C.

Portland Cement Concrete:

Portland cement concrete was used on the project for the construction of curbs, gutters, valley gutters and sidewalk.

Portland cement concrete testing on this project consisted of the following:

- Making and Curing Concrete Test Specimens (ASTM C31)
- Compressive Strength of Cylindrical Concrete Specimens (ASTM C39)
- Slump of Hydraulic Cement Concrete (ASTM C143)
- Air Content of Freshly Mixed Concrete (ASTM C173)
- Temperature of Freshly Mixed Concrete (ASTM C1064)

Results of the above referenced testing are contained in Appendix D.

Asphalt Cement Concrete:

Asphalt cement concrete was used on the project for the construction of the public streets.

Asphalt cement concrete testing on this project consisted of the following:

- Extraction of Asphalt Binder from Asphalt Mixtures (ASTM D2172)
- Sieve Analysis of Fine and Coarse Aggregates (ASTM C136)
- Bulk Specific Gravity and Density of Compacted Asphalt Mixtures (ASTM D2726)
- Density of Bituminous Concrete in Place by Nuclear Methods (ASTM D2950)

Results of the above referenced testing are contained in Appendix E.

In addition to the above, the finished asphalt pavement was cored to determine in place thicknesses. Results of these measurements are also contained in Appendix E.

Underground Utilities:

Underground utilities installed on this project are as follows:

- Water Mains and Laterals
- Sanitary Sewer Mains and Laterals
- Storm Sewer Mains and Laterals
- Power, Telephone, Cable Television and Natural Gas

Testing on these utilities was done as follows:

- Pressure testing of water mains and laterals in accordance with Chapter 336 of the Standard Specifications for Public Works Construction, 2016 Edition (Orange Book).
- Bacteria testing of the water mains conducted by the City of Elko Wastewater Treatment Laboratory
- Mandrel test of sanitary sewer mains in accordance with Chapter 336 of the Standard Specifications for Public Works Construction, 2016 Edition (Orange Book).
- Pressure testing of sanitary sewer mains and laterals in accordance with Chapter 336 of the Standard Specifications for Public Works Construction, 2016 Edition (Orange Book).

Results of the above referenced testing are contained in Appendix F.

Miscellaneous Work:

Miscellaneous work on this project consisted of the following:

- Installation of Street Light Bases
- Installation of Street Monuments and Property Corners

Michele Rambo, Development Coordinator
City of Elko

Page 4

The street lights bases for the project were installed by Braemar Construction while the poles and lights were installed by NV Energy.

The street monuments were installed by Braemar Construction and punched by High Desert Engineering, LLC.

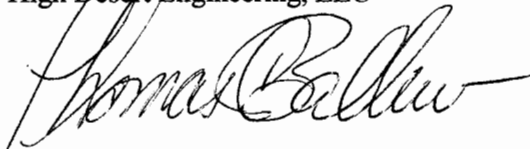
The property corners were set by High Desert Engineering.

As-Built Mapping:

Appendix G contains the utility as-built mapping for this project.

Sincerely,

High Desert Engineering, LLC

A handwritten signature in black ink, appearing to read "Thomas Ballew", written over a horizontal line.

Thomas C. Ballew, PE, PLS

cc Dusty Shipp, Braemar Construction

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Golf Management Agreement between the City of Elko and TDS at Ruby View, LLC d.b.a. Duncan Golf Management, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 26, 2021**
3. Agenda Category: **UNFINISHED BUSINESS**
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: **Duncan Golf Management**

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible initiation of a conveyance of City-owned property located at 1401 College Avenue, to the Great Basin Children's Advocacy Center (GBCAC), and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 26, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **On October 27, 2020, the City Council received information from Tyler Ingram regarding a proposed Children's Advocacy Center. Since that time, Mr. Ingram has secured support from Elko County, Eureka County, and is actively working with the Pennington Foundation for financial assistance. A request letter has been included in the agenda packet for review. CC**
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 from D.A. Tyler Ingram**
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: **Tyler Ingram
Elko County District Attorney
540 Court Street, 2nd Floor
Elko, NV 89801

Email: Tingram@elkocountynv.net**

TYLER J. INGRAM
District Attorney

CHAD B. THOMPSON
Chief Criminal Deputy

OFFICE OF THE DISTRICT ATTORNEY OF ELKO COUNTY, NEVADA

540 Court Street, Second Floor
Elko, Nevada 89801-3515
775-738-3101 • 775-738-0160 fax

MARK S. MILLS
JEFFREY C. SLADE
RAND J. GREENBURG
JUSTIN M. BARAINCA
DANIEL M. ROCHE
BREA M. MITCHELL
MEGAN A. SMITH
RYAN McCORMICK
Deputy District Attorneys

January 19, 2021

Elko City Council
C/O City Manager Curtis Calder
1751 College Avenue
Elko, Nevada 89801

RE: GREAT BASIN CHILDREN'S ADVOCACY CENTER (GBCAC)

Dear Mr. Calder:

We come before you to request your consideration and assistance in the advancement of the Great Basin Children's Advocacy Center (GBCAC) in Elko, Nevada. Since 2011, community leaders and professionals have been working toward this goal. The City of Elko has been a regular participant in the process to bring such a service to fruition. GBCAC provides services through grants and the cooperation of local businesses, adjacent counties and other government agencies in order to offer much needed benefits and resources for children and families that have been traumatized by physical and/or sexual crimes. GBCAC is striving toward a permanent facility, for a "one-stop shop", to offer a more streamlined approach that will hopefully reduce secondary stressors and trauma to these exceptionally brave children, while simultaneously contributing to a greater opportunity of subjecting offenders to justice.

GBCAC currently provides access to professionals in the medical, law enforcement, social work, mental health and prosecution fields to enable a targeted approach which should result in offenders facing consequences, while also assuaging the potential damages the justice process may expose victims to. Best practices, developed through the National Child Advocacy Center (NCAC) in Huntsville, Alabama, as well as a continued reproduction of this system throughout the world, suggest that a centralized location for the medical exams, law enforcement interviews, as well as counseling and continued services that GBCAC has provided via disparate locations is the best model to provide for more successful prosecutions, while offering a more holistic, caring approach for victims who will be healthy and productive in the future. GBCAC is fortunate to have been granted assistance from the City of Elko, Elko County and Eureka County, among many other organizations (including UNR-Medical and PACE Coalition, in addition to multiple national grant funds). Given the progress made, GBCAC is seeking to apply the national best practice model to Elko (and surrounding counties) and thereby create a central facility to provide all services to victims, while

offering greater success in future prosecutions of crimes involving child sexual and physical abuse.

The Elko County Commission graciously approved our request to organize the CAC under the District Attorney's office. Along with that, the County agreed to cover maintenance and utility costs for our future building. Eureka County contributed \$100,000 to the project to be used for construction and we are currently working with the Pennington Foundation in hopes that it will provide the remaining money for construction. Our hope is that the City of Elko will consider donating a parcel of land which will become the home of the child advocacy center. As you know, we previously discussed how fitting the parcel of land where the old police department was located would be for our project. We are kindly and respectfully requesting the City to consider the donation of that land.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'TYLER J. INGRAM', written over a horizontal line.

TYLER J. INGRAM
Elko County District Attorney

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, discussion, and possible approval to initiate revisions to the Elko City Charter at the 81st Session of the Nevada Legislature, thereby updating language pertaining to the appointed position of Municipal Judge, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 26, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information:
6. Budget Information:

Appropriation Required:
Budget amount available:
Fund name:
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: **Review of the 2020 Shop Local Campaign conducted by the Ruby Radio Corporation, including consideration of a request to continue a similar campaign in 2021, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 26, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **A copy of the Ruby Radio Corporation presentation 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: **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: **Ruby Radio Corporation
Mr. Ken Sutherland
1750 Manzanita Drive, Suite 1
Elko, NV 89801**



The Shop Local Campaign From the City of Elko and Ruby Radio...



...A Huge Success!

Presented to:

The City of Elko
ATTN: Curtis Calder
January 6, 2021

Presented by:

Ken & Alene Sutherland
Ruby Radio Corporation
777-1196

Let's Review the Shop Local Promotion

The Problem has been going on for years. For various reasons, local people travel to shop outside of Elko.

This "Retail Leakage" creates an economic burden because...

- ❖ Local businesses struggle to make their margins, and
- ❖ City Government, falls short of tax revenue.

Past campaigns, such as "Chamber Checks" have had little impact

Then...

In 2020, when the Covid-19 Pandemic threatened all commerce everywhere,

The City of Elko and Ruby Radio combined forces to create a very successful promotion.

Recognizing that consumers are citizens, too, we joined forces to prevail upon the people who live here to support their local businesses, who are their neighbors, after all.

The result: would be even better city services – better roads, better schools and better parks.

Please turn the page to see what happened...

Here is the Structure of the Promotion

The City of Elko provided \$20,000.

Ruby Radio applied 100% of that money to a cooperative advertising fund.

When local advertisers purchased a particular advertising package, city dollars were applied to pay 25% of the cost.

Ruby Radio matched the city's dollars 1 for 1, so the total cost to the advertiser was 50% of the price...

...IF...

Each advertiser agreed to apply 15 seconds of their commercial time to a sincere Shop Local message.

Advertisers were encouraged to put that message into their own words, but a typical version went something like this...

"When you shop in your own town, you make your community stronger. You help create local jobs, and the taxes from each sale go to support better roads, parks and schools. When you shop in some other community, you only support THAT community."

Please turn the page to see how well it worked...

The Breakdown

The campaign ran for 30 weeks.

Local advertisers embraced the promotion...
...far more than we anticipated!

In addition, Ruby Radio provided the City of Elko with another in-kind \$20,000 in ads, so they could run even more messages. Mayor Keener went on the air himself to encourage people to shop where they live.

In all, Ruby ran 443 advertising schedules, ALL featuring the Shop Local message.

That's about 80,000 ads.

...AND...

Every advertiser who ran a Shop Local Campaign longer than three weeks was given a free banner ad on Ruby Radio's websites, including Ruby Want Ads, which generates about 3,000,000 pageviews a year.

NOTE: So many advertisers signed on, we ran through the city's cooperative advertising campaign quickly. But because the momentum of the campaign was so strong, we continued to provide the discount at our own expense.

The Results Are In

Anecdotaly, local business owners are telling us what we want to hear. The campaign brought people into their businesses. Many of them actually mentioned they were there to support their community.

More importantly, business is up, as indicated by an increase in sales tax revenue.

In an email to Ruby Radio from Elko's Financial Services Director, Jan Baum, dated January 4, 2021, year-over-year sales tax revenue is up \$343,000, despite a slight dip in October.

And we think that's pretty good.

Continuation

Ruby Radio has already announced the continuation of the program.

But, enthusiastic though we are, we can no longer afford to provide a 50% discount to encourage signups.

So we've offered the advertising package at a 25% discount for the next six months. This week, all three new car dealers signed on for the full 26 weeks.

We believe we can do more, far more, if we work together again.

Request

We respectfully request additional funding in the amount of \$25,000.

These dollars will be applied in the same manner as the 2020 version of the promotion, on a first-come-first served basis.



**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Resolution No. 04-21, a resolution donating a City of Elko Ambulance to Great Basin College, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 26, 2021**
3. Agenda Category: **RESOLUTION**
4. Time Required: **10 Minutes**
5. Background Information: **The City of Elko Fire Department has determined that the 2003 Navistar Ambulance has reached its useful life for the City and would like to donate the Ambulance to Great Basin College Health Sciences & Human Services Department. MG**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution No. 04-21**
9. Recommended Motion: **Adopt Resolution No. 04-21 finding the 2003 Navistar Ambulance has reached its useful life for the City of Elko and approve the donation to Great Basin College.**
10. Prepared by: **Matt Griego, Fire Chief**
11. Committee/Other Agency Review: **None**
12. Council Action:
13. Agenda Distribution:

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

**CITY OF ELKO
Resolution No.04-21**

A Resolution Donating a City of Elko Ambulance to Great Basin College

WHEREAS, N.R.S. 268.028 contains provisions pertaining to the donation of assets owned by a local government, and allows the governing body to donate used equipment which has reached the end of its useful life to another governmental entity;

WHEREAS, the City Council has determined that the 2003 Navistar Ambulance has reached the end of its useful life for the City of Elko.

IT IS THEREFORE RESOLVED AND ORDERED by the Elko City Council to donate the City of Elko Fire Department 2003 Navistar Ambulance VIN No. 1HTMNAAM63H560169 to Great Basin College.

IT IS FURTHER RESOLVED, that upon adoption of this Resolution by the Elko City Council, it shall be signed by the Mayor and attested to by the City Clerk and shall be in full force and effect after its adoption.

PASSED this _____ day of _____, 2021.

Signed:

REECE KEENER, MAYOR

ATTEST:

Kelly Wooldridge, City Clerk

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Resolution No. 05-21, a resolution donating a City of Elko Self Contained Breathing Apparatus Air Compressor. FOR POSSIBLE ACTION**
2. Meeting Date: **January 26, 2021**
3. Agenda Category: **RESOLUTION**
4. Time Required: **10 Minutes**
5. Background Information: **The City of Elko Fire Department has determined that the Mako SCBA Air Compressor has reached its useful life for the City and would like to donate the Air Compressor to the Elko County Fire Protection District. MG**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution No. 05-21**
9. Recommended Motion: **Adopt Resolution No. 05-21 finding the Mako SCBA Air Compressor SN. 5407H1002104 has reached its useful life for the City of Elko and approve the donation to The Elko County Fire Protection District.**
10. Prepared By: **Matt Griego, Fire Chief**
11. Committee/Other Agency Review: **None**
12. Council Action:
13. Agenda Distribution:

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

CITY OF ELKO
Resolution No.05-21

A Resolution Donating a City of Elko Self Contained Breathing Apparatus Air Compressor to the Elko County Fire Protection District

WHEREAS, N.R.S. 268.028 contains provisions pertaining to the donation of assets owned by a local government, and allows the governing body to donate used equipment which has reached the end of its useful life to another governmental entity;

WHEREAS, the City Council has determined that the Mako SCBA Air Compressor has reached the end of its useful life for the City of Elko.

IT IS THEREFORE RESOLVED AND ORDERED by the Elko City Council to donate the City of Elko Fire Department Mako SCBA Air Compressor SN. 5407H1002104 to the Elko County Fire Protection District.

IT IS FURTHER RESOLVED, that upon adoption of this Resolution by the Elko City Council, it shall be signed by the Mayor and attested to by the City Clerk and shall be in full force and effect after its adoption.

PASSED this _____ day of _____, 2021.

Signed:

REECE KEENER, MAYOR

ATTEST:

Kelly Wooldridge, City Clerk

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Resolution No. 6-21, a resolution expressing support of the local economy, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 26, 2021**
3. Agenda Category: **RESOLUTION**
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: **Resolution No. 06-21**
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: **Ratification of the Police Chief issuing a 60-day Temporary Retail Wine and/or Beer License and issue a Regular Retail Wine and/or Beer License, to Jadyn Demaline, DBA Evergreen Flower and Events, located at 232 Third Street, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 26, 2021**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information: **N/A**
6. Budget Information:
Appropriation Required: **N/A**
Budget amount available: **N/A**
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Ratification of the Police Chief issuing a 60-day Temporary Retail Wine and/or Beer License and issue a Regular Retail Wine and/or Beer License, to Jadyn Demaline, DBA Evergreen Flower and Events, located at 232 Third Street, Elko, NV 89801.**
10. Prepared by: **Ty Trouten, Elko Police Chief**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Jadyn Demaline
232 Third Street
Elko, NV 89801**

Jadyn@evergreen.com

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to adopt Resolution No. 03-21, a resolution of the Elko City Council, adopting a change in zoning district boundaries from CT (Commercial Transitional) to PQP (Public, Quasi-Public) Zoning District, approximately 11.38 acres of property, filed by Elko Institute for Academic Achievement, and processed as Rezone No. 3-20, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 26, 2021**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **The Planning Commission considered the Subject Zone Change Request on January 5, 2021, and took action to forward a recommendation to City Council to adopt a resolution, which approves Rezone No. 3-20. CL**
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, P.C. action report, Staff Report and related correspondence**
9. Recommended Motion: **Adopt Resolution No. 03-21**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission, Legal Counsel**
12. Council Action:
13. Agenda Distribution: **Elko Institute for Academic Achievement
Attn: Lori Lynch
1031 Railroad Street, Suite 107
Elko, NV 89801
llynch@eiaanv.net**

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

**CITY OF ELKO
RESOLUTION NO. 03-21**

**A RESOLUTION OF THE ELKO CITY COUNCIL
ADOPTING A CHANGE IN ZONING DISTRICT BOUNDARIES**

WHEREAS, the Elko City Council has conducted a public hearing in accordance with Nevada Revised Statutes, Section 278.260 and the Elko City Code, Section 3-2-21(C), and

WHEREAS, the Elko City Council has received and reviewed the application submitted by Elko Institute of Academic Achievement ("E.I.A.A.") (petitioner), together with any public input, supporting data and evidence, and the previous action taken by the Planning Commission pertaining to Rezone Application No. 3-20.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE ELKO CITY COUNCIL that Rezone Application No. 3-20, involving a change in zoning from CT (Commercial Transitional) to PQP (Public-Quasi, Public) Zoning District involving approximately 11.38 acres of property located generally on the northeast corner of the intersection of College Avenue and Ruby Vista Drive, more particularly described in Exhibit A and shown on the map at Exhibit B attached hereto is hereby adopted, subject to the following conditions agreed to by the petitioner:

1. E.I.A.A. to be actively engaged in developing the property as a school within 4 years after date of approval. Actively engaged could include but not be limited to application submitted for a building permit.
2. Conditional Use Permit must be approved for the establishment of a new principal permitted use and shall be governed by the conditional use permit procedure as set forth in Elko City Code 3-2-18.
3. If conditions 1 & 2 are not met, the City Council shall take action to revert the approved PQP zoning back to CT.

IT IS FURTHER RESOLVED AND ORDERED that this Resolution shall now be signed and recorded.

PASSED AND ADOPTED this ____ day of _____, 2021.

CITY OF ELKO

By: _____
REECE KEENER, MAYOR

ATTEST:

KELLY C. WOOLDRIDGE, CITY CLERK

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

JUL 07 2020

APN 001-620-058 AND PORTIONS OF
SKYLINE DRIVE, RUBY VISTA DRIVE, COLLEGE PARKWAY, & MITTRY AVENUE
LEGAL DESCRIPTION

A parcel of land being all of Parcel 1 of the Parcel Map for The City of Elko, File No. 321969, recorded June 9, 1992, Official Records of Elko County, Nevada, and portions of Skyline Drive, Ruby Vista Drive, College Parkway, and Mittry Avenue, located within the Southwest Quarter of Section 10, Township 34 North, Range 55 East, MDM, being more particularly described as follows:

Beginning at the Center West 1/16 corner of said Section 10 as shown on Parcel Map 419965, of said Official Records, also being a point on the Northerly right-of-way of Mittry Avenue, from which West Quarter corner of said Section 10 bears South 89°07'10" West a distance of 1302.72 feet;
thence along said Northerly right of way North 89°08'48" East a distance of 40.00 feet to the Northwest corner of said Parcel 1;
thence along the North boundary of said Parcel 1 North 89°08'48" East a distance of 1212.55 feet to the Northeast corner of said Parcel 1;
thence along the South boundary of Ruby View Heights Subdivision, File No. 17686, of said Official Records, North 89°08'48" East a distance of 25.00 feet to the centerline of Skyline Drive;
thence departing said South boundary and along said centerline from a tangent which bears South 00°23'12" East, along a circular curve to the left with a radius of 226.55 feet and a central angle of 11°00'32" an arc length of 43.53 feet to the centerline intersection of Ruby Vista Drive as shown on said Parcel Map 321969;
thence along the centerline of Ruby Vista Drive with a non-tangent line South 78°36'21" West a distance of 71.40 feet;
thence along a tangent circular curve to the left with a radius of 500.00 feet and a central angle of 34°45'12" an arc length of 303.28 feet;
thence South 43°51'09" West a distance of 239.46 feet;
thence along a tangent circular curve to the right with a radius of 500.00 feet and a central angle of 22°05'02" an arc length of 192.72 feet;
thence South 65°56'11" West a distance of 169.87 feet;
thence along a tangent circular curve to the right with a radius of 500.00 feet and a central angle of 24°03'49" an arc length of 209.99 feet;
thence South 90°00'00" West a distance of 267.11 feet to the centerline intersection of College Parkway;
thence departing the centerline of Ruby Vista Drive and along the centerline of College Parkway North 00°08'30" West a distance of 497.05 feet;
thence departing said centerline North 00°08'30" West a distance of 80.52 feet to the Point of Beginning.

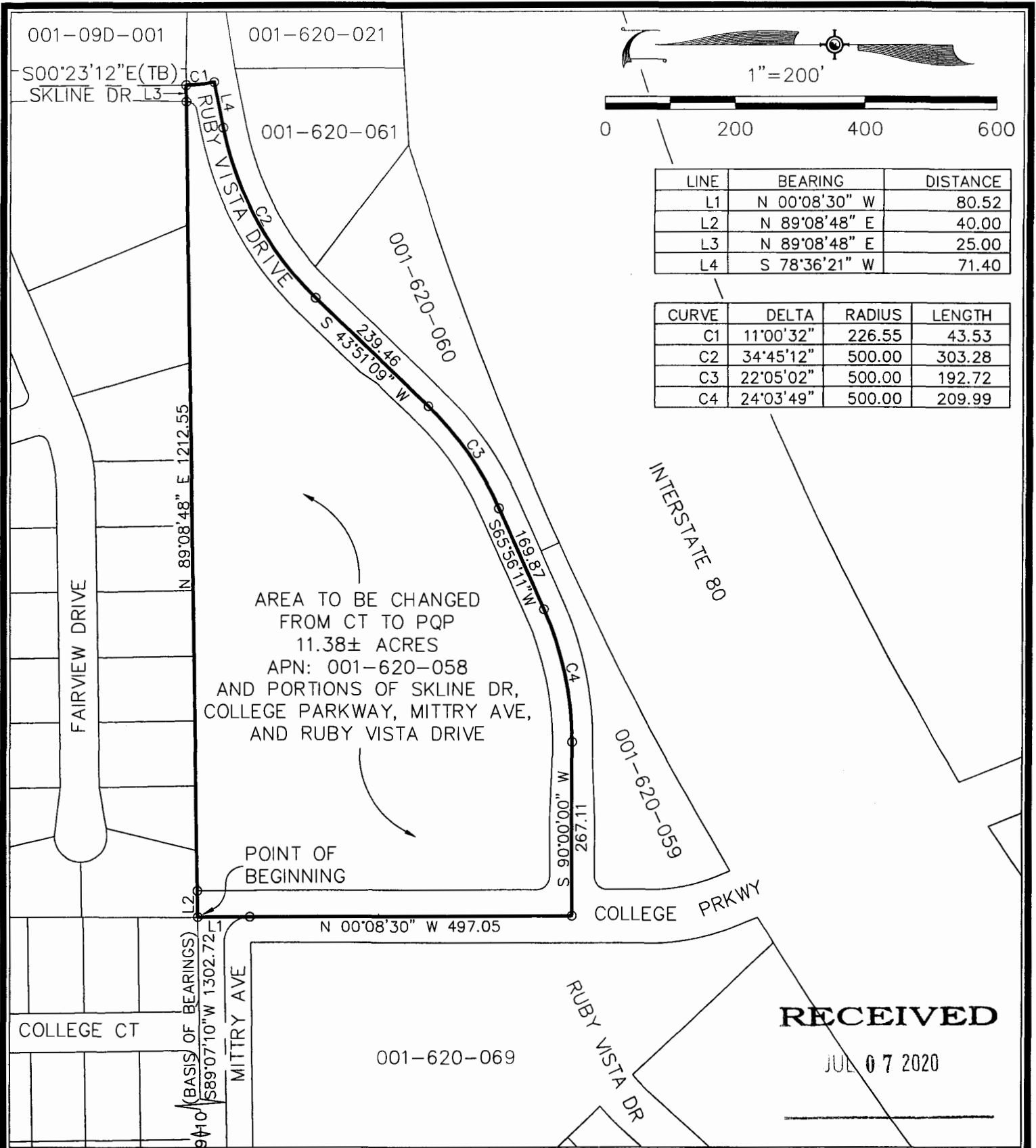
Said parcel contains an area of approximately 11.38 acres.

Basis of Bearings: Identical to Parcel Map for The City of Elko, File No. 321969, recorded June 9, 1992, Official Records of Elko County, Nevada, stated as being "The Southerly line of College

Park Subdivision Unit No. 1 taken as S89°07'10"W as shown on the Official Plat of College Park Subdivision Unit No. 1, filed in the Office of the Elko County Recorder as File No. 134926.

Description Prepared By:
Ryan G. Cook, PLS 15224
Summit Engineering Corporation
5405 Mae Anne Ave.
Reno, NV 89523
775-747-8550






| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 00°08'30" W | 80.52 |
| L2 | N 89°08'48" E | 40.00 |
| L3 | N 89°08'48" E | 25.00 |
| L4 | S 78°36'21" W | 71.40 |

| CURVE | DELTA | RADIUS | LENGTH |
|-------|-----------|--------|--------|
| C1 | 11°00'32" | 226.55 | 43.53 |
| C2 | 34°45'12" | 500.00 | 303.28 |
| C3 | 22°05'02" | 500.00 | 192.72 |
| C4 | 24°03'49" | 500.00 | 209.99 |

RECEIVED

JUL 07 2020

| | | | |
|--|---------------|---|-------------------|
| DISPLAY MAP FOR ZONE CHANGE APN 001-620-058 | SCALE 1"=200' |  SUMMIT ENGINEERING CORPORATION 1150 LAMOILLE HIGHWAY, ELKO, NV 89801 PHONE: (775) 738-8058 FAX: (775) 738-8267 | SHEET 1 |
| | | | OF 1 |



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 5, 2021

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on January 5, 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. 3-20, filed by Elko Institute for Academic Achievement, for a change in zoning from CT (Commercial Transitional) to PQP (Public, Quasi-Public) Zoning District, approximately 11.38 acres of property, to allow for the development of a school, and matters related thereto.

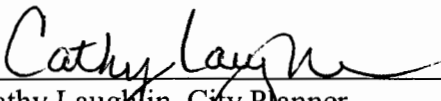
The subject property is generally located on the northeast corner of the intersection of College Avenue and Ruby Vista Drive. (APN 001-620-058)

NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission recognized that there was a minor typographical error in the agenda item, recommended staff correct it before the item was considered by City Council, and forwarded a recommendation to City Council to adopt a resolution which conditionally approves Rezone No. 3-20 subject to the conditions found in the City of Elko Staff Report dated December 21, 2020, listed as follows:

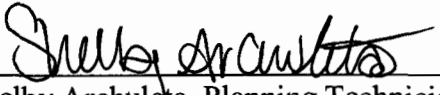
1. **E.I.A.A. to be actively engaged in developing the property as a school within 4 years after date of approval. Actively engaged could include but not be limited to application submitted for a building permit.**
2. **Conditional Use Permit must be approved for the establishment of a new principal permitted use and shall be governed by the conditional use permit procedure as set forth in Elko City Code 3-2-18.**
3. **If conditions 1 & 2 are not met, the City Council shall take action to revert the approved PQP zoning back to CT.**

The Planning Commission's findings to support its recommendation are the proposed zone district is not in conformance with the Land Use Component of the Master Plan. The proposed zone district is compatible with the Transportation Component of the Master Plan and is consistent with the future transportation infrastructure. The property is not located within the Redevelopment Area. The proposed zone district and resultant land use is in conformance with the City Wellhead Protection Plan. The proposed zone district is in conformance with Elko City Code Section 3-2-4(B). The proposed zone district is in conformance with Elko City Code Section 3-2-8. The application is in conformance with Elko City Code 3-2-21. The proposed zone district is not located in a designated Special Flood Hazard Area (SFHA). Development under the proposed zone district 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 Archuleta, Planning Technician

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

STAFF COMMENT FLOW SHEET
PLANNING COMMISSION AGENDA DATE: 1/5

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

Title: Rezone No. 3-20

Applicant(s): ELKO Institute for Academic Achievement

Site Location: NE Corner of College Drwy & Ruby Vista - APN 001-620-058

Current Zoning: CT Date Received: 7/7/20 Date Public Notice: 8/18

COMMENT: This is to rezone APN 001-620-058 from Commercial Transitional to Public, Quasi-Public to allow for the development of a Charter School.

If additional space is needed please provide a separate memorandum

Assistant City Manager: Date: 12/22/20

Recommend approval as presented by Staff

SAW

Initial

City Manager: Date: 12/22/20

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: | December 21, 2020 |
| PLANNING COMMISSION DATE: | January 5, 2021 |
| APPLICATION NUMBER: | REZONE 3-20 |
| APPLICANT: | Elko Institute for Academic Achievement |
| PROJECT DESCRIPTION: | |

A rezone from (CT) Commercial Transitional to (PQP) Public, Quasi-Public.



STAFF RECOMMENDATION:

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

PROJECT INFORMATION

PARCEL NUMBER: 001-620-058

PARCEL SIZE: 9.78 acres

EXISTING ZONING: CT- Commercial Transitional

MASTER PLAN DESIGNATION: (RES- HD) Residential High Density

EXISTING LAND USE: Undeveloped

NEIGHBORHOOD CHARACTERISTICS:

- The property is surrounded by:
 - North: Residential / Developed
 - West: PQP / Developed
 - South: PQP / Partially developed
 - East: PQP / Undeveloped

PROPERTY CHARACTERISTICS:

- The area is currently undeveloped.
- The area has moderate sloping.
- The area is accessed from Ruby Vista Drive and College Parkway

MASTER PLAN AND CITY CODE SECTIONS:

Applicable Master Plans and City Code Sections are:

- City of Elko Master Plan – Land Use Component
- City of Elko Master Plan – Transportation Component
- City of Elko Redevelopment Plan
- City of Wellhead Protection Plan
- City of Elko Zoning – Section 3-2-4 Establishment of Zoning Districts
- City of Elko Zoning – Section 3-2-8 Public, Quasi-Public Zoning Districts
- City of Elko Zoning – Section 3-2-21 Amendments
- City of Elko Zoning – Section 3-8 Flood Plain Management

BACKGROUND:

1. The property was sold by the City of Elko to the United Methodist Church in 1992. There was a deed restriction on the property that stated the following:
Subject to a restrictive covenant running with the land, specifically restricting and preventing the use of the above real property for multiple family residential developments, including, but not limited to, duplexes, triplexes, fourplexes, townhouses, apartment buildings, motels and hotels. This conveyance is made and accepted on the express condition that the conveyed property is subject to this restrictive covenant.
2. The applicant purchased the property on March 3, 2020.

MASTER PLAN:

Land use:

1. Master Plan Land Use is shown as High Density Residential. There is a proposed Master Plan Amendment that is being heard by Planning Commission which will change the land use designation to Commercial General.
2. PQP is not a supporting zoning district for high density residential, nor will high density residential be allowed with the deed restriction listed in the background. PQP is not a supporting zoning district of the proposed designation of Commercial General.
3. 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 not in conformance with the Land Use Component of the Master Plan.

Transportation:

1. The area will be accessed from Ruby Vista Dr. and College Parkway.
2. Ruby Vista Drive is classified in the Transportation Component as a minor arterial.
3. College Parkway is classified as a Commercial / Industrial Collector.
4. There currently is pedestrian access along both frontages.
5. Due to the high traffic at the intersection of the two roadways and the classification of Ruby Vista Dr. the access into the parcel will have to be designed further away from intersection.

The proposed zone district is compatible with the Transportation Component of the Master Plan and will be consistent with the future transportation infrastructure.

ELKO REDEVELOPMENT PLAN:

The property is not located within the Redevelopment Area.

ELKO WELLHEAD PROTECTION PLAN:

1. The property sits inside the 30 year capture zone for the City of Elko wells.

The proposed zone district and proposed use for the property is in conformance with wellhead protection plan.

SECTION 3-2-4 Establishment of Zoning Districts:

1. 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.
2. 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.

3. 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.
4. 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 meets the area requirements for the proposed zone district.

The proposed zone district is in conformance with Elko City Code Section 3-2-4(B).

SECTION 3-2-8 – PQP Public, Quasi-Public District

1. As the property develops, it will be required to be in conformance with Section 3-2-8.

The proposed zone district is in conformance with Elko City Code Section 3-2-8.

SECTION 3-2-21:

The application is in conformance with Elko City Code 3-2-21 with the filing of this application.

SECTION 3-8:

The proposed zone district is not located in a designated Special Flood Hazard Area (SFHA).

FINDINGS:

1. The proposed zone district is not in conformance with the Land Use Component of the Master Plan.
2. The proposed zone district is compatible with the Transportation Component of the Master Plan and is consistent with the future transportation infrastructure.
3. The property is not located within the Redevelopment Area.
4. The proposed zone district and resultant land use is in conformance with City Wellhead Protection Plan.
5. The proposed zone district is in conformance with Elko City Code Section 3-2-4(B).
6. The proposed zone district is in conformance with Elko City Code Section 3-2-8.
7. The application is in conformance with Elko City Code 3-2-21.
8. The proposed zone district is not located in a designated Special Flood Hazard Area

(SFHA).

9. Development under the proposed zone district 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 CONDITIONALLY APPROVED with the following conditions:

1. E.I.A.A. to be actively engaged in developing the property as a school within 4 years after date of approval. Actively engaged could include but not be limited to application submitted for a building permit.
2. Conditional Use Permit must be approved for the establishment of a new principal permitted use and shall be governed by the conditional use permit procedure as set forth in Elko City Code 3-2-18.
3. If conditions 1 & 2 are not met, the City Council shall take action to revert the approved PQP zoning back to CT.

Rezone 3-20-ElAA - CC

| YPNO | assess_nam | address1 | address2 | mcity | mzip |
|-----------|---------------------------------|------------------|-----------------|----------|------------|
| 001553001 | ANDERSON SCOTT K & MARIA E | 1200 FAIRWAY DR | | ELKO, NV | 89801-2510 |
| 001552012 | BYRNES KATHRYN E & JULIE G | 1213 FAIRWAY DR | | ELKO, NV | 89801-2510 |
| 001553008 | CALL ROBERT LOUIS TR | 1290 FAIRWAY DR | | ELKO, NV | 89801-2510 |
| 001551011 | DROZD ANDREW A | 1226 FAIRWAY DR | | ELKO, NV | 89801-5020 |
| 001553003 | DROZD MICHAEL-A | 1226 FAIRWAY DR | | ELKO, NV | 89801-2510 |
| 001620069 | ELKO CITY OF | 1755 COLLEGE AVE | | ELKO, NV | 89801- |
| 001620061 | ELKO CITY OF | 1755 COLLEGE AVE | | ELKO, NV | 89801- |
| 001620060 | ELKO CITY OF | 1755 COLLEGE AVE | | ELKO, NV | 89801- |
| 001620059 | ELKO CITY OF | 1755 COLLEGE AVE | | ELKO, NV | 89801- |
| 001620021 | ELKO CITY OF | 1755 COLLEGE AVE | | ELKO, NV | 89801- |
| 001620015 | ELKO CITY OF | 1755 COLLEGE AVE | | ELKO, NV | 89801- |
| 001620035 | ELKO CITY OF | 1755 COLLEGE AVE | | ELKO, NV | 89801- |
| 001834004 | FAGOAGA JOSE A & GINA D TR | 3144 COLLEGE CT | | ELKO, NV | 89801-2580 |
| 001831001 | GIAMMAIVA CRISTINA-R | GARCIA EDGAR C | 3108 COLLEGE CT | ELKO, NV | 89801- |
| 001834002 | GREENWELL RANDY N & HARRIET N | 3122 COLLEGE CT | | ELKO, NV | 89801-2580 |
| 001834003 | GROSS DONOVAN H & SUSAN E TR | 3136 COLLEGE CT | | ELKO, NV | 89801-2580 |
| 001553006 | KNAST LEONARD H TR | 1262 FAIRWAY DR | | ELKO, NV | 89801-2510 |
| 001552008 | LIPPARELLI MATTHEW H & TERESA J | 462 IDAHO ST | | ELKO, NV | 89801-3710 |
| 001552009 | LUSAR JOHN DAMON & VICKI H TR | 1251 FAIRWAY DR | | ELKO, NV | 89801-2510 |
| 001553007 | MATTHEWS RICHARD J & BROOKE A | 1274 FAIRWAY DR | | ELKO, NV | 89801-2510 |
| 001834016 | MOIOLA MAITE T & STEVEN M | 3125 COLLEGE CT | | ELKO, NV | 89801- |
| 001552007 | NICHOLS GARY & JACQUELINE | 1275 FAIRWAY DR | | ELKO, NV | 89801-2510 |
| 001553005 | PEARSON BRETT L & BARBARA A | 1250 FAIRWAY DR | | ELKO, NV | 89801-2510 |
| 001552013 | POST DUSTIN W | 1201 FAIRWAY DR | | ELKO, NV | 89801-2510 |
| 001553009 | SALICCHI CEASAR E TR | 191 SKYLINE DR | | ELKO, NV | 89801-5020 |
| 001553010 | SALICCHI CEASAR E TR | 191 SKYLINE DR | | ELKO, NV | 89801-5020 |
| 001552010 | SHURTZ ROY & LISA P | 1239 FAIRWAY DR | | ELKO, NV | 89801-2510 |
| 001832001 | STEWART DANIEL D | 1161 MITTRY AVE | | ELKO, NV | 89801- |
| 001553004 | TAYLOR KATHLEEN A TR | 1238 FAIRWAY DR | | ELKO, NV | 89801-2510 |
| 001553002 | URIARTE CONNIE RAE | 1212 FAIRWAY DR | | ELKO, NV | 89801-2560 |
| 00609D001 | US DEPT OF THE INTERIOR BUR OF | C/O BLM | 3900 E IDAHO ST | ELKO, NV | 89801-4690 |
| 001552011 | WORLINE CORTNEY J & ANITA | 501 OAK ST | | ELKO, NV | 89801-3550 |

NO P.C.

1 P.C.

(24)

Post marked 1/15/21

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Elko City Council will conduct a series of public hearings on Tuesday, January 26, 2021 beginning at 5:30 P.M. P.S.T. at Elko Convention Center, 700 Moren Way, Elko, Nevada, or at such other place as the City Council shall hold its regular meeting, and that the public is invited to provide input and testimony on these matters under consideration in person, by writing, or by representative.

The specific item to be considered under public hearing format is:

- Rezone No. 3-20, having a hearing as Resolution No. 03-21, filed by Elko Institute for Academic Achievement, for a change in zoning from CT (Commercial Transitional) to PQP (Public, Quasi-Public) Zoning District, approximately 11.38 acres of property, specifically APN 001-620-058, located generally on the northeast corner of the intersection of College Parkway and Ruby Vista Drive, more particularly described as:
A parcel of land being all of Parcel 1 of the Parcel Map for The City of Elko, File No. 321969, recorded June 9, 1992, Official Records of Elko County, Nevada, and portions of Skyline Drive, Ruby Vista Drive, College Parkway, and Mittry Avenue, located within the Southwest Quarter of Section 10, Township 34 North, Range 55 East, MDM, being more particularly described as follows:
Beginning at the Center West 1/16 corner of said Section 10 as shown on Parcel Map 419965, of said Official Records, also being a point on the Northerly right-of-way of Mittry Avenue, from which West Quarter corner of said Section 10 bears South 89°07'10" West a distance of 1302.72 feet;
Thence along said Northerly right-of-way North 89°08'48" East a distance of 40.00 feet to the Northwest corner of said Parcel 1;
Thence along the North boundary of said Parcel 1 North 89°08'48" East a distance of 1212.55 feet to the Northeast corner of said Parcel 1;
Thence along the South boundary of Ruby View Heights Subdivision, File No. 17686, of said Official Records, North 89°08'48" East a distance of 25.00 feet to the centerline of Skyline Drive;
Thence departing said South boundary and along said centerline from a tangent which bears South 00°23'12" East, along a circular curve to the left with a radius of 226.55 feet and a central angle of 11°00'32" an arc length of 43.53 feet to the centerline intersection of Ruby Vista Drive as shown on said Parcel Map 321969;
Thence along the centerline of Ruby Vista Drive with a non-tangent line South 78°36'21" West a distance of 71.40 feet;
Thence along a tangent circular curve to the left with a radius of 500.00 feet and a central angle of 34°45'12" an arc length of 303.28 feet;
Thence South 43°51'09" West a distance of 239.46 feet;
Thence along a tangent circular curve to the right with a radius of 500.00 feet and a central angle of 22°05'02" and arc length of 192.72 feet;
Thence South 65°56'11" West a distance of 169.87 feet;
Thence along a tangent circular curve to the right with a radius of 500.00 feet and a central angle of 24°03'49" an arc length of 209.99 feet;

Thence South 90°00'00" West a distance of 267.11 feet to the centerline intersection of College Parkway;

Thence departing the centerline of Ruby Vista Drive and along the centerline of College Parkway North 00°08'30" West a distance of 497.05 feet;

Thence departing said centerline North 00°08'30" West a distance of 80.52 feet to the Point of Beginning.

Said Parcel contains an area of approximately 11.38 acres.

Basis of Bearings: Identical to Parcel Map for The City of Elko, File NO. 321969, recorded June 9, 1992, Official Records of Elko County, Nevada, stated as being "The Southerly line of College Park Subdivision Unit No. 1 taken as S89°07'10"W as shown on the Official Plat of College Park Subdivision Unit No. 1, filed in the Office of the Elko County Recorder as File No. 134926.

The intent of the zone change is to allow for the development of a school.

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

1751 College Avenue * Elko * Nevada * 89801

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

APPLICATION FOR ZONE CHANGE

775 750-7841

APPLICANT(s): Elko Institute for Academic Achievement

MAILING ADDRESS: 1031 Railroad, Suite 107

PHONE NO (Home): 775-738-3422

(Business)

NAME OF PROPERTY OWNER (If different): same

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

MAILING ADDRESS:

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

ASSESSOR'S PARCEL NO.: 001-620-058

Address: College Parkway

Lot(s), Block(s), & Subdivision

Or Parcel(s) & File No. PARCEL 1 FILE 321969, LOCATED IN, MDB&M

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 ½" x 11" in size. If the applicant feels the Commission needs to see 24" x 36" plans, 10 sets of pre-folded plans must be submitted.

Other Information: The applicant is encouraged to submit other information and documentation to support this Rezone Application.

RECEIVED

JUL 07 2020

1. Identify the existing zoning classification of the property:
2. Identify the zoning Classification being proposed/requested:
3. Explain in detail the type and nature of the use anticipated on the property:
The property will be used for an Elementary/Middle School combination.
4. Explain how the proposed zoning classification relates with other zoning classifications in the area:
With the intended use to be a school, we would need to rezone this parcel to the appropriate PQP which is the appropriate zoning for this use.
5. Identify any unique physical features or characteristics associated with the property:
There are no unique physical features or characteristics with this property.

(Use additional pages if necessary to address questions 3 through 5)

By My Signature below:

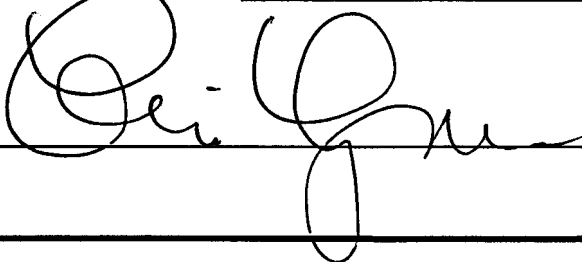
- ☐ I consent to having the City of Elko Staff enter on my property for the sole purpose of inspection of said property as part of this application process.
- ☐ I object to having the City of Elko Staff enter onto my property as a part of their review of this application. (Your objection will not affect 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 Lori Lynch
(Please print or type)

Mailing Address 1031 Railroad St. Ste 107
Street Address or P.O. Box
Elko, NV 89801
City, State, Zip Code

Phone Number: 775-738-3422

Email address: llynch@eiaanv.net

SIGNATURE: 

FOR OFFICE USE ONLY

File No.: 3-20 **Date Filed:** 7/7/20 **Fee Paid:** \$500 **cx#** 6705

**Elko City Council
Agenda Action Sheet**

1. Title: **Public hearing pursuant to NRS 268.059(1)(a) regarding the fair market value and possible sale at public auction of approximately 49,069 sq. ft. of City-owned property located generally on the Elko Regional Airport, designated as LEASE AREA N1. Discussion and possible motion determining that the fair market value of the property is \$13,379.00 in accordance with the appraisal of Jason Buckholz of CRBE, Inc., appraiser, and possible adoption of Resolution No. 01-21, a resolution of the Elko City Council finding it is in the best interest of the City to lease land LEASE AREA N1 and hereby declaring its intention to lease such property at public auction pursuant to City Code Section 8-1-3 and NRS 268.062, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **January 26, 2021**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **Classic Air Care dba MedX AirOne has petitioned the City of Elko to lease airport owned property identified as Lease Area N1 located on the Elko Regional Airport. Council accepted the petition and authorized Staff to obtain the required appraisal and proceed with the statutory process of leasing the parcel at public auction as required by NRS 268.062. JF**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Appraisal, Affidavit of posting, Lease agreement, Resolution**
9. Recommended Motion: **Accept the fair market value as determined at the public hearing and adopt Resolution No. 01-21 and set the matter for public auction.**
10. Prepared by: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **City Attorney**
12. Council Action:
13. Agenda Distribution:

Joel Hochhalter
joel@joviholdings.com
1010 N500 E Suite 200 North Salt Lake, UT 84054
702-815-5059

LEASE AGREEMENT
(Ground Lease for Commercial Aeronautical Uses)

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 202__ (the "Effective Date") by and between the CITY OF ELKO, a special charter municipal corporation and political subdivision of the State of Nevada, hereinafter referred to as "Lessor," and _____, hereinafter referred to as "Lessee."

W I T N E S S E T H :

That for and in consideration of the rents, covenants and agreements herein contained, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the herein-described property located on West Idaho Street in the Elko County, Nevada, upon the terms and conditions described hereinafter.

SECTION 1
PROPERTY

1.01 **Description.** Lessor does hereby lease to Lessee, and the Lessee does hereby lease from Lessor, that certain parcel of land situate, lying and being on a Portion of the Elko Regional Airport, City of Elko, Elko County, State of Nevada (APN 001-660-106), consisting of 1.13 acres, more or less, and which parcel (hereinafter "Leased Premises") is more particularly described on **Exhibit A** attached hereto and shown on the map as **Exhibit B**, which are made a part hereof by this reference.

SECTION 2
TERM OF LEASE

2.01 **Term.** This Lease Agreement shall begin _____, 202__ (which date shall be thirty (30) days after the public auction at which the Lessee was the successful bidder on this Lease) and shall continue for a period of twenty (20) years thereafter, ending at midnight on _____, 202__ (hereinafter the "Initial Term"), unless sooner terminated as in this Lease Agreement provided.

2.02 **Option to Extend.** At the expiration of the Initial Term, if this Lease shall then be in full force and effect and the Lessee shall have fully and timely performed all of the terms and conditions, the Lessee shall have the option to extend this Lease for five (5) additional years subject to the same terms and conditions. The option to extend must be exercised in writing by the Lessee not later than sixty (60) days prior to the expiration of the Initial Term, and if the Lessor does not receive written notice of the exercise of this option on or before such date, this option shall terminate on that date, time being of the

essence. The Initial Term and any extension thereto are collectively referred to herein as the "Term."

SECTION 3

RENT

3.01 Annual Rent. Lessee agrees to pay to Lessor as rent for the Leased Premises for the sum of **\$13,739.00 per year** (calculated on the basis \$0.28 per square foot per year).

3.02 Initial and Monthly Payment of Rent. Thirty (30) calendar days after the public auction at which the Lessee was the successful bidder on this Lease, Lessee agrees to pay to Lessor as rent for the premises an initial prorated sum of \$_____ for the corresponding fraction of the first month of the Lease and, on the first day of each month thereafter, equal payments of **\$1,144.92** per month with the final payment of the year adjusted for all amounts due as set forth in Section 3.01 thereafter, subject to annual increases as set forth in Section 3.03, below, payable on the first day of each and every month during the Term.

3.03 Annual Rent Increases. During the Term, the rental amount shall be increased annually on each anniversary of the Effective Date by two percent (2%) over the rental amount in effect in the month immediately preceding such anniversary date.

SECTION 4

LIMITATION ON OCCUPANCY OF LEASED PREMISES

4.01 Occupancy After Thirty (30) Days. Lessee shall not occupy the Leased Premises for a period of thirty (30) days after the public auction at which the Lessee was the successful bidder on this Lease..

SECTION 5

USE OF LEASED PREMISES

5.01 Uses Prohibited. It is agreed between Lessor and Lessee that the Lessee shall use the Leased Premises only for commercial aeronautical purposes (e.g., moving aircraft between hangars and available airport infrastructure, taxiways and runway) and no other use shall be made of the Leased Premises without the prior approval of the Lessor.

SECTION 6

LESSEE'S RESPONSIBILITIES

6.01 Maintenance of Leased Premises. The Lessee shall maintain the Leased Premises in accordance with the highest standards applicable to its use. The Lessee shall maintain the Leased Premises in a clean, neat and sanitary condition.

6.02 Loss/Theft/Damage. The Lessee shall be responsible for the loss or theft of and damage to all of its property on the Leased Premises. The City of Elko shall have no liability for the theft or loss of or damage to the Lessee's property, and as a material consideration for this Lease, the City of Elko, and its officers, supervisors, agents and employees are hereby released and discharged from all claims, demands and liability therefor.

6.03 Access. Lessee shall be responsible for access to and from the Leased Premises, and Lessor shall have no responsibility therefor.

SECTION 7

REMOVAL OF PROPERTY UPON TERMINATION OF LEASE

7.01 Lessee to Remove Personal Property. In the event of the termination of this Lease, Lessee shall have a reasonable time (but in any event no less than thirty (30) days) to remove from the Leased Premises all personal property owned by Lessee.

SECTION 8

INDEMNIFICATION AND HOLD HARMLESS

8.01 Indemnification of City. The Lessee does hereby covenant and agree to defend, indemnify and save harmless the City of Elko, its officers, supervisors, employees and agents from all fines, suits, claims, demands, expenses, fees, liabilities, defenses and actions of any kind and nature by reason of any and all of the Lessee's operations hereunder and any and all negligence, acts and omissions of the Lessee and its agents, employees, officers and directors and does hereby agree to assume all the risk and liability of the operation of its business hereunder.

SECTION 9

CONDUCT BY LESSEE

9.01 Compliance with Applicable Laws. Lessee shall conduct and handle the Leased Premises in a lawful and orderly manner and shall comply with all city, county, state and federal laws, rules, regulations, ordinances and codes, as well as administrative

rules and regulations governing the use of property and conduct of operations at Elko Regional Airport. A copy of the Elko Regional Airport Rules and Regulations is attached hereto as **Exhibit C**.

SECTION 10

WASTE

10.01 No Waste Permitted. Lessee will not commit or permit to be committed any waste upon the Leased Premises.

SECTION 11

DEFAULT AND TERMINATION

11.01 Termination of Lease Upon Default. In the event that the rent herein provided for, in any part or portion thereof shall be in arrears or shall be unpaid on the date when the same is provided to be paid, and for ten (10) days thereafter, it shall be and may be lawful for the City of Elko, its agents or legal representatives to go to and upon the Leased Premises, and to again repossess itself thereof, and to hold and enjoy the Leased Premises without let or hindrance by Lessee, anything herein to the contrary notwithstanding. Such repossession of the Leased Premises by the City of Elko shall constitute a termination of this Lease.

11.02 Breach. In the event of default of any of the payments herein provided for, or any breach of any one or all of the clauses, covenants and agreements contained in this Lease, City of Elko shall have the right and option of declaring all monies at once due and payable and repossess itself of the Leased Premises without suit, either at law or in equity.

SECTION 12

QUIET POSSESSION

12.01 Lessee's Right to Occupy. The Lessee, upon making the payments herein provided for and in the manner provided, and complying with each, every and all of the terms, clauses and covenants of this Lease, shall have the sole right and option of occupying the Leased Premises under the terms of this Lease during the full term herein provided, without any let or hindrance by said Lessor, except as otherwise provided herein.

SECTION 13

IMPROVEMENTS

13.01 Improvements Prohibited. Lessee shall not place any structures on or make improvements to the Leased Premises without the prior written consent of Lessor.

SECTION 14

AIRPORT MASTER PLAN

14.01 Termination of Lease. The Lessee understands that the Lessor has a master plan at the airport, that the master plan is subject to amendment, and that changes to the matters set forth in this lease may become necessary as a result. Lessee, accordingly, covenants and agrees, notwithstanding any provisions of this Lease to the contrary, that the Lessor may terminate this Lease at any time during the term of this Lease, or any renewable extension thereof, by written notice mailed or delivered to Lessee as provided in Section 18.04 hereof, and upon any such termination, the Lessee shall within thirty (30) calendar days from the date of such notice of termination, vacate the Leased Premises, surrender this Lease in the premises, and remove from the Leased Premises all of Lessee's property.

SECTION 15

ASSIGNMENT

15.01 No Assignment. This Lease shall not be assigned, nor shall any or all of the Leased Premises be relet or sublet by the Lessee without the written consent of the Lessor first had and obtained.

SECTION 16

LIENS / ENCUMBRANCES

16.01 Status of Lease. The Lessee shall not allow any encumbrances, liens or processes of law to attach against the Leased Premises, or Lessor's interest therein. Any attempted legal process levied against the Leased Premises, or Lessor's interest therein, if attempted in good faith, shall result in a complete termination of this Lease and a termination of Lessee's right in and to this Lease and the Leased Premises, subject to the right of Lessee to cause a discharge of any lien within sixty (60) days after filing or levy thereof, and in the event of such discharge, this Lease shall continue in full force and effect.

SECTION 17 **INSPECTION**

17.01 Lessor's Right to Inspect. Lessor reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any inspection it may deem appropriate for the proper enforcement of any of the covenants or conditions of this Lease.

SECTION 18 **ADDITIONAL TERMS**

18.01 FAA Requirements. Lessee shall comply with all terms and conditions required by the FAA Safety/Compliance Inspector as set forth on **Exhibit D** attached hereto.

18.02 Abandonment. In the event the Lessee abandons the Leased Premises, the Lease shall immediately terminate without further notice and any personal property remaining on the Leased Premises shall become the property of Lessor. For purposes of this Section 18.02, "abandonment" shall occur when either Lessee notifies Lessor that it has abandoned the Leased Premises or Lessee does not use the Leased Premises for commercial aeronautical purposes for a period of ninety (90) days.

18.03 Waiver. No waiver by the Lessor or default, violation of or non-performance of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Lessee shall be construed to be or act as a waiver of any subsequent default, violations or non-performance. The acceptance of rental or the performance of all or any part of this Lease Agreement by Lessor for or during any period or periods of default, violation or non-performance of any of these terms, covenants and conditions herein contained to be performed, kept and observed by Lessee, shall not be deemed a waiver of any right on the part of the Lessor to cancel this Lease Agreement for failure of Lessee to so perform, keep or observe any of the items, covenants or conditions hereof.

18.04 Notices. All notices sent to the parties under this Lease shall be addressed as follows:

| | |
|---------------|-------------------------------|
| CITY OF ELKO: | Elko Regional Airport Manager |
| | City of Elko |
| | 1751 College Avenue |
| | Elko, NV 89801 |

LESSEE:

18.05 Attorney Fees. In any dispute between the parties hereto resulting in legal action, the prevailing party shall be entitled to reasonable attorney fees and court costs.

18.06 Binding Effect. This Lease shall be binding upon and inure to the benefit of the Lessor, its successors and assigns, and upon the Lessee, their heirs, successors and assigns, subject to the restrictions against subletting and assignments.

18.07 Time. Time is of the essence of this Lease. In the event that any date specified in this Lease falls on Saturday, Sunday or a public holiday, such date shall be deemed to be the succeeding day on which the public agencies and major banks are open for business.

18.08 Governing Law. The validity, construction and enforceability of this Lease shall be governed in all respects by the law of Nevada applicable to agreements negotiated, executed and performed in Nevada by Nevada residents, whether one or more of the parties shall now be or hereafter become a resident of another state. Any disputes arising hereunder shall be resolved in the Fourth Judicial District Court in and for the County of Elko, State of Nevada.

18.09 Captions. The captions of this Lease do not in any way limit or amplify the terms and provisions of this Lease.

18.10 Severability. Each provision of this Lease is severable from any and all other provisions of this Lease. Should any provision(s) of this Lease be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on

the day and year first above written.

LESSOR:

CITY OF ELKO

By: _____
REECE KEENER, Mayor

ATTEST:

Kelly Wooldridge, City Clerk

LESSEE:

By: _____

Its: _____

EXHIBIT A

EXHIBIT B

EXHIBIT C

RULES AND REGULATIONS

CHAPTER I **GENERAL PROVISIONS**

SECTION 1. Definitions

As used in these Rules and Regulations, unless the text otherwise requires:

1. Airport means the Elko Regional Airport and all of the area, building facilities, and improvements within the exterior boundaries of such airport as it now exists or as it may hereafter be extended or enlarged.

2. Airport Director means the person hired by the City, whose job duties are outlined in Section 2.

3. Council means the Elko City Council of the City of Elko, Nevada.

4. City means the City of Elko, Elko County, Nevada.

5. F.A.A. means the Federal Aviation Administration.

6. Person means any individual, firm, partnership, corporation, company, association, joint-stock association or body politic, and includes any trustee, receiver assignee or other similar representative thereof.

7. Advisory Board means the Elko Regional Airport Advisory Board established by the Elko City Council.

SECTION 2. Airport Director

The Airport Director shall be hired by the City. He shall report to the City Manager. The Airport Director's duties include, but are not limited to:

1. Develop and implement policies and procedures related to airport operations, safety and maintenance, drafts and revises airport policy and procedure manuals regarding emergency procedures, minimum safety standards and operating procedures in accordance with FAA operation rules.

2. Coordinates the development and negotiation of airport leases, contracts and agreements, including those with private companies, commercial air carriers and government agencies for the rental of airport facilities including hangars, building space, airport service and concessions.

3. Initiates the FAA grant priorities and monitors the major construction resulting from those grant projects. Plans, organizes, coordinates, supervises and evaluates programs, plans, services, staffing, equipment and infrastructure of the airport, including airport development and improvement projects.

4. Supervises and monitors use of the airport facilities by tenants, concessionaires and patrons, including ground operations, passenger and baggage screening, emergency operations, maintenance and related activities. Supervises grounds and facilities maintenance, coordination of improvements or changes to facilities or equipment. Inspects airport grounds, facilities and equipment, and notes maintenance needs, safety hazards and other problems, initiates corrective action and follows-up as necessary.

5. Interprets flight safety and other flight and airport use regulations for the public, enforces airport regulations and assures compliance with a variety of local, State, and Federal laws and regulations related to airport operations.

6. Assesses a variety of emergency situations requiring airport closure or altered operations, such as snow-plowing, ice removal or other extreme weather conditions, bomb threats, fire, crashes or other emergencies, coordinates fire, crash and rescue procedures.

SECTION 3. Rules and Regulations

All aeronautical activities at the airport, all operation and flying of aircraft at the airport, and all business and other activities on the airport shall be conducted in conformity with these rules and regulations, and all amendments, supplements, attachments, changes, and additions hereto which may hereafter be adopted by the City Council, and further in conformity with all pertinent rules, regulations, orders and rulings of the F.A.A., which are made a part of these rules by this reference. Provided, however, that nothing herein contained shall affect or impair any existing agreement. In the event of any conflict between these rules and regulations and any law, rule, regulation or order of the F.A.A. or other governmental agency exercising the same or similar jurisdiction, the latter shall prevail.

SECTION 4. Special Events

Special events, such as air shows, air races, fly-ins, sky diving and all events requiring the general use of the airport, other than normal or routine airport traffic, shall be held only upon the prior approval of the Airport Director, and on such dates, in such areas and upon such terms and conditions as shall be specified by the Airport Director.

SECTION 5. Public Use

The airport shall be open for public use at all hours of the day, subject to regulation or restriction due to conditions of the landing area, the presentation of special events and like causes, as may be determined by the Airport Director and revocation of the right to use for violation of these rules and regulations as herein provided.

SECTION 6. Common Use Area

All runways for landing and take-off, all, all runway markers, guidance, signal, and beacon light used to guide operating aircraft, and wind information, for signaling, for radio-direction finding, or for any other structure, equipment or mechanism having a similar purpose for guiding or controlling flight in the air or landing and take-off of aircraft, and together with such aprons, ramps, turn-offs, taxiways, tie down areas and other areas of the airport as the airport director shall specify or designate as common use areas available for use, in common, by all persons flying or operating aircraft on the airport and shall be kept clear and available for aircraft traffic. No person or entity shall use any common use area for the parking or storing of inoperative aircraft, the repair, servicing, or fueling of aircraft or for any other purpose other than the flying and operation of aircraft without the prior consent and authorization of the Airport Director. Common use areas shall be subject to change by the Airport Director.

SECTION 7. Vehicular Traffic

The traffic laws of the City shall apply to the streets, roads, and parking areas on the airport, unless restricted by the Airport Director. Vehicular access to aircraft in the General Aviation area is permitted for the purpose of loading and unloading only. Except for firefighting equipment, ambulances, emergency vehicles, and aircraft maintenance vehicles, no person shall take or drive any vehicle on the airport, other than on established streets, roads and automobile parking facilities, unless permission has been first obtained from the Airport Director.

SECTION 8. Advertising

No signs or other advertising shall be placed on constructed upon the airport without the prior approval of the Airport Director. Any building, structure or improvement must also

obtain prior approval of the Airport Director. **SECTION 9. Acceptance of Rules By Use**

The use of the airport or any of its facilities in any manner shall constitute an assumption by the user of these rules and regulations and shall create an obligation on the part of the user to abide by and obey these rules and regulations.

SECTION 10. Operators to Keep Rules Available

All persons licensed to do business on or conduct operations of any kind on the airport shall keep a current copy of these rules and regulations in its office or place of business and make it available to all persons.

CHAPTER II
AIRPORT OPERATIONS AND AIRPORT TRAFFIC

SECTION 1. General

1. Every person operating an aircraft shall comply with and operate such aircraft in conformity with these Rules and Regulations, and all pertinent rules, regulations, or orders of the FAA.

2. The taxing, traffic, and landing rules will be managed by the Elko Regional Airport Control Tower, if operating.

3. In the event any aircraft is wrecked or damaged to the extent that it cannot be moved under its own power, the Airport Director shall be immediately notified by the pilot. Subject to governmental investigations and inspection of the wreckage, the owner or pilot of the wrecked or damaged aircraft, must obtain the necessary permission for the removal of the aircraft and shall promptly remove such aircraft and debris from all landing areas, taxiways, ramps, tie-downs areas, and all other traffic areas. The owner or pilot must place or store the aircraft in an area designated by the Airport Director. In the event the owner of the aircraft fails for any reason to comply with this regulation, the Airport Director may cause the removal and storage, or disposal of such wrecked or damaged aircraft at the expense of the aircraft owner.

SECTION 2. Ground Rules

1. No person shall park, store, tie-down, or leave any aircraft on any area of the airport other than that designated by the Airport Director, or his duly authorized agent.

2. No aircraft shall be parked or stored at the Elko Regional Airport unless it is properly tied down and secured in place. It shall be the sole responsibility of the aircraft owner or pilot to tie down or secure said aircraft at all times required by these rules and regulations or as requested by the Airport Director. Owners of all aircraft shall be held solely responsible for any damage or loss resulting from the failure of such owner or pilot of such aircraft to comply with this rule.

3. No person shall take or use any aircraft anchoring or tie-down facilities when said facilities are already in use by another person.

4. All repairs to aircraft or engines shall be made in the spaces or areas designated for this purpose by the Airport Director and not on any part of the landing area, taxiways, ramps, fueling, or service areas of a fixed base operator, unless mutually agreed upon by the fixed base operator and the Airport Director. Prior approval for minor repairs to aircraft located on parking areas may be obtained from the Airport Director.

5. No aircraft engine shall be started on an aircraft unless a competent operator is in control of the aircraft and the parking brakes have been set or the wheels have been set with blocks that are equipped with ropes or other suitable means for removing said blocks.

6. No aircraft engine shall be started, run, or run-up, unless the aircraft is in such a position that the propeller or jet blast clears all hangars, shops, or other buildings, persons, other aircraft, vehicles, and the flight and taxi path of other aircraft.

SECTION 3. Fire Regulations

1. No aircraft shall be fueled or drained while the engine is running, or while in a hangar or other enclosed area. Fueling shall be done in such a manner and with such equipment that adequate connections for bonding for static electricity shall be continuously maintained during fueling operations.

2. All persons using, in any way, the airport area or the facilities of the airport shall exercise the utmost care to guard against fire and injury to persons or property.

3. No person shall smoke or ignite any matches, flares, lighters, or other objects of which produce an open flame anywhere within a hangar, shop, building or flammable structure in which any aircraft is or may be stored, or in which any gas, oil or flammable substance is stored or within 50 feet of any aircraft or any fueling facilities.

CHAPTER III

AIRPORT OPERATORS, LEASES, AND CONCESSIONS

SECTION 1. Business Activities.

Subject to applicable orders, certificates or permits of the Federal Aviation Administration, or its successors, no person shall use the airport, or any portion thereof, or any of its improvements or facilities for revenue producing commercial, business, or aeronautical activities, who has not first complied with these rules and regulations and obtained the consent and all appropriate permits and licenses for such activities from the City Council and entered into such written leases and other agreements prescribed by the City Council, or agreed upon by the City Council and such person or business entity.

SECTION 2. Application.

Applications for leases of ground on the airport, or for permission to carry on any commercial, business or aeronautical activity on the airport, with the necessary permits and licenses, shall be made to the Airport Director. This includes, but is not limited to Request for Proposals. The Airport Director shall present the application to the City Council by at least its next regular meeting. The City Council may, if it deems it advisable, have a public hearing upon the application. The applicant shall submit all information and material necessary, or requested by the RFP or the City Council, to establish to the satisfaction of the City Council that the applicant can qualify and will comply with these rules and regulations. The application shall be signed and submitted by every party owning an interest in the business, those who will be managing the business, every partner of a partnership, and each Director, and officer of a corporation.

SECTION 3. Action on Application.

The City Council may deny any application if, in its opinion, it finds any one or more of the following:

1. The applicant, for any reason, does not meet the qualifications, standards and requirements established by these rules and regulations; or
2. The applicants proposed operations or construction will create a safety hazard on the airport; or
3. The granting of the application will require the City to spend City funds, or to supply labor or materials in connection with the proposed operations to an extent which or at a time the City Council is unwilling to enter into such arrangement; or the operation will result in a financial loss to the City; or

4. There is no appropriate, adequate or available space or building on the airport to accommodate the entire activity of the applicant at the time of the application; or

5. The proposed operation or airport development or construction does not comply with the master plan of the airport; or

6. The development or use of the area requested by the applicant will result in depriving existing fixed base operators of portions of the area in which they are operating; or will result in a congestion of aircraft or buildings; or will result in unduly interfering with the operations of any present fixed base operator on the airport through problems in connection with aircraft traffic or service, or preventing free access to the fixed base operators area; or

7 Any part applying or interested in the business has supplied the City Council with any false information or has misrepresented any material fact in his application or in supporting documents; or has failed to make full disclosure on his application; or in supporting documents; or

8. Any party applying, or interested in the business has a record of violating these rules and regulations, or the rules and regulations of any other airport, or the Federal Aviation Regulations, or any other rules and regulations applicable to the Elko Regional Airport.

9. Any part applying, or interested in the business has defaulted in the performance of any lease or other agreement with the City of Elko, or

10. Any party applying, or interested in the business has a credit report which contain derogatory information and does not appear to be a person of satisfactory business responsibility and reputation; or

11. The applicant does not appear to have, or have access to the finances necessary to conduct the proposed operation for a minimum of six months; or

12. Any party applying, or interested in the business has been convicted of any crime or violation of any City ordinance of such a nature that it indicates to the City Council that the applicant would not be a desirable operator on the Elko Regional Airport;

13. The protection of the health, welfare, or safety of the inhabitants of the City of Elko requires such denial.

14. Nothing contained herein shall be construed to prohibit the City Council from granting or denying, for any reason it deems sufficient, an application to do business on the airport for the purpose of selling, furnishing or establishing non-aviation products and supplies or any service or business of a non-aeronautical nature, or the application by a person for an area on the airport for the personal non-profit use of such person.

SECTION 4. Supporting Documents

If requested by the City Council, the applicant shall submit the supporting documents itemized in an Appendix (if applicable) to the City Council, together with such other documents and information as may be requested by the City Council.

SECTION 5. Airport License and Leases Non-Transferable

No right, privilege, permit or license to do business on the Elko Regional Airport, or any lease of any area of the airport shall be assigned, sold, or otherwise transferred or conveyed in whole or part without the prior express consent of the City Council.

SECTION 6. Tie-down Rates

Daily and Monthly tie down rates shall be administered by the Airport Director.

SECTION 7. Refuse

No person shall throw, dump, or deposit any waste, refuse or garbage on the Elko Regional Airport. All waste, refuse, or garbage shall be placed and kept in closed garbage cans or containers and all operating areas shall be kept in a safe, neat, clean, and orderly manner at all times, and in such a manner as to minimize any hazards.

SECTION 8. Approval of Construction

No buildings, structures, tie-downs, ramps, paving, taxi areas, or any other improvement or addition on the airport shall be placed or constructed on the airport or altered or removed without the prior approval of the City Council *and/or Airport Director*. In the event of any construction, the City Council may, in its discretion, require the appropriate bond to guarantee the completion of the construction in accordance with City Council approval.

SECTION 9. Operation Area.

No person authorized to operate on or conduct business activities on the airport shall

conduct any of its business or activities on any area except those specified by the City Council, or the Airport Director, and the leased areas.

SECTION 10. Fixed Base Operator

No person shall use the Elko Regional Airport as a fixed base operator until such person has applied for and received from the City Council a fixed base operator's license and has met the qualifications, standards and requirements of these rules and regulations. These standards, requirements, rules and regulations pertaining to FBOs, and a list of the services of a fixed base operator is contained in the Elko Regional Airport's Minimum Standard Requirements for Airport Aeronautical Services.

SECTION 11. Waiver of Chapter III

The City Council may in its discretion, waive all or any of Chapter III, or the requirements listed in the Appendix (if applicable), for the benefit of any Government or Government Agency or Department or person performing non-profit public services to the aircraft industry, or performing air search and rescue operations, or performing fire prevention or firefighting operations.

SECTION 12. Business Name

No person shall conduct business operations on the airport under a business name the same as or deceptively similar to the business name of any other fixed base operator.

SECTION 13. Damage Repair by The City

Nothing contained in these rules and regulations shall be construed as requiring the City to maintain, repair, restore or replace any structure, improvement or facility which is substantially damaged or destroyed due an act of God or other condition or circumstance beyond the control of the City.

CHAPTER IV PENALTIES

SECTION 1. General

In addition to any penalties otherwise provided by City Ordinance, law, the F.A.A., or other governmental agency, any person violating or failing or refusing to comply with these rules and regulations or those issued by the Airport Director may be promptly removed or ejected from the airport by or under the authority of the Airport Director. Upon the order of the

City Council or Airport Director, such person may be deprived of further use of the airport and its facilities pending appeal or presentation of the matter to the City Council.

SECTION 2. Appeals

Such matters shall be presented to the City Council as expeditiously as practicable. By request of the City Council, the accused violator will be asked to show cause for reinstatement of airport use.

SECTION 3. Enforcement

In addition to any civil or criminal penalties, upon order of the City Council, such person may be deprived of further use of the airport and its facilities for such time as may be deemed necessary and appropriate by the City Council to insure the safeguarding of the airport, its operations, the public use thereof and the City's interest therein.

CHAPTER V

GOVERNMENT AGREEMENTS

SECTION 1. War or National Emergency

During time of war or national emergency the City shall have the right to lease the airport, or the landing areas, or any part thereof to the United States Government for military use, and any license or authority granted under these rules and any lease and agreement executed pursuant hereto shall be subject to such government lease and the provision of the government lease.

EXHIBIT D

Additional Terms Required
by FAA Safety/Compliance Inspector

1. The Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in the attached Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to reenter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Lessee shall furnish its accommodations and/or services on a fair, equal and no unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the Lessor shall have the right to terminate this Lease and the estate hereby created without liability therefor or at the election of the Lessor or the United States. Either or both said governments shall have the right to judicially enforce such provisions.

6. Lessee agrees that it shall insert the above five provisions in any Lease agreement, contract, etc. by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Lessee assures that it will require that its covered sub organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The Lessor reserves the right to further develop or improve the landing area of the Elko Regional Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.

9. The Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the Elko Regional Airport and all publicly-owned facilities of the Elko Regional Airport, together with the right to direct and control all activities of the Lessee in this regard.

10. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the United States, relative to the development, operation or maintenance of the Elko Regional Airport.

11. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Elko Regional Airport.

12. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises.

13. The Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 5,075 feet. In the event the aforesaid covenants are breached, the Lessor reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

14. The Lessee, by accepting this Lease, agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from, or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Lessee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This Lease and all provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of or the exclusive or non-exclusive use of the Elko Regional Airport by the United States during the time of war or national emergency.

NOTICE OF ADOPTION OF CITY OF ELKO
RESOLUTION NO.01-21 AND TIME AND PLACE OF CITY COUNCIL
MEETING FOR LAND LEASE BY PUBLIC AUCTION

Notice is hereby given that the Elko City Council intends to offer a Twenty-year (renewable) lease, by a public auction in the manner provided in the Elko City Code, Title 8, Chapter 1, as amended or supplemented, at the Elko Convention Center, 700 Moren Way, or at such other place as the City Council shall hold its regular meeting, on Tuesday, February 23, 2021, at 5:30 p.m., for the property located in the City of Elko, State of Nevada, more particularly described as follows:

LEGAL DESCRIPTION OF LEASE AREA NI

A portion of the Elko Regional Airport parcel, located in the southwest quarter of Section 1 6, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Elko County, Nevada, more particularly described as follows;

Beginning at a point that bears North 34⁰03 '50" East, a distance of 417.11 feet from the Elko
Regional Airport survey control monument "Cessna";
Thence, North 45 ⁰49'00" West, a distance of 200.00 feet;
Thence, North 44⁰ 1 1 '00" East, a distance of 245.69 feet;
Thence, South 45⁰37 '09" East, a distance of 200.00 feet;
Thence, South 44⁰ 11 '00" West, a distance of 245.00 feet, more or less, to the point of beginning.

Said Lease Area NI contains an area of ±49,069 square feet.

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

Elko Regional Airport survey control monument "Cessna"

N 2847077.14

E 599834.56

Elko Regional Airport survey control monument "Piper"

N 28469096.94

E 599075.75

With a bearing of South 24⁰ 18' 17" West and distance of 1,843.60 feet from Cessna to Piper.

TOGETHER WITH all and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents issues and profits

thereof, or of any part thereof.

The City has adopted Resolution No.01-21 declaring its intention to lease the property at Public Auction. A copy of the resolution has been posted in the following three public places in Elko County:

1. Elko City Hall
2. Elko County Court House
3. Elko Police Station

All bids must be in writing, sealed, addressed to the Elko City Council, and filed with the City Clerk at the City Office no later than 5:30 p.m. on the date of said public meeting, must comply with the terms and conditions of this Notice, and must comply with Title 8, Chapter 1 of the Elko City Code, as amended or supplemented. The City has caused a market rent estimate for the property to be determined by one (1) appraiser and has held a public hearing on the matter of the annual market rent for the real property. The appraised market rent estimate for the real property being offered, which is the minimum annual rental for the rental property, is \$13,739.00.

At the time and place fixed in the resolution for the meeting of the City Council, all sealed bids which have been received will, in public session, be opened, examined and declared by the City Council. Of the proposals submitted which conform to all terms and conditions specified in the resolution of intention to lease and which are made by responsible bidders, the bid which is the highest will be finally accepted, unless a higher oral bid is accepted or the City Council rejects all bids.

Before accepting any written bid, the City Council shall call for oral bids. If, upon the call for oral bidding, any responsible bidder offers to lease the property upon the terms and conditions specified in the resolution, for a price exceeding by at least five percent (5%) the highest written bid, then the highest oral bid received at the public auction which is made by a responsible person shall be finally accepted.

The City Council may, either at the same session or at any adjourned session of the same meeting held within the next 21 days: (1) Make a final acceptance of the highest bid; or (2) Reject any and all bids, either written or oral, and withdraw the real property from leasing if the City Council deems such action to be for the best public interest.

The successful bidder, upon acceptance by the City Council, shall pay the publication fees, the appraisal fee in the amount of TWO THOUSAND, DOLLARS (\$2,000.00), and all attorney fees incurred by the City for the preparation of the documents and other services related to this lease.

The City is leasing all its interest in and to the parcel of land described herein subject to all terms and conditions stated herein and as shown in the draft lease, available for review in the City of Elko, Clerk's Office, and subject to all conditions, exceptions and reservations of record, but the City makes no guarantee of title or of the accuracy of the description of said lands.

Without limiting any obligation of the lessee, execution of the lease by the City will be expressly conditioned upon prior satisfaction of the following conditions of the lessee within ten (10) business days of the date of acceptance of the highest bid by the City Council: (a) execution and delivery of the approved lease now available for review in the Office of the Elko City Clerk, containing the lessee's signature to the City, (b)

The City Council may only finally accept a bid which is made by a responsible bidder.

DATED this 27th day of January 2021.

Publish: Elko Daily Free Press – February 5th, February 12th and February 19th, 2021

CBRE VALUATION & ADVISORY SERVICES

MARKET RENT ESTIMATE

ELKO AIRPORT GROUND LEASE
PORTION OF ELKO REGIONAL AIRPORT PARCEL
ELKO, NEVADA 89801
CBRE GROUP, INC. FILE NO. 20-224NW-6963-1

CITY OF ELKO

CBRE

Date of Report: November 24, 2020

Mr. Reece Keener
Mayor
CITY OF ELKO
1751 College Avenue
Elko, Nevada 89801RE: Market Rent Estimate of: Elko Airport Ground Lease
Portion of Elko Regional Airport Parcel
Elko, Elko County, Nevada 89801
CBRE, Inc. File No. 20-224NW-6963-1

Dear Mr. Keener:

At your request and authorization, CBRE, Inc. has prepared an opinion of market rent of the referenced property. Our analysis is presented in the following Restricted Appraisal Report. The reader is hereby advised that the report may not contain all the supporting rationale for the opinions and conclusions set forth in the report.

The subject is a 1.13-acre (49,069 sq. ft.) tract of vacant land (industrial) located at Portion of Elko Regional Airport Parcel in Elko, Nevada. The site is located within the secure airport perimeter. The site has access to utilities and will have security, secure access and other services such as snow removal. The site has an LOI from Classic Air Care dba MedX Air One.

Based on the analysis contained in the following report, the market rent estimate for the subject is concluded as follows:

| MARKET VALUE CONCLUSION | | | | |
|-------------------------|--------------------|-------------------|-----------------------------|------------------------|
| Appraisal Premise | Interest Appraised | Date of Value | Annual Market Rent Estimate | Market Rent \$'s/SF/YR |
| As Is | Fee Simple Estate | November 10, 2020 | \$13,739 | \$0.28 |
| Compiled by CBRE | | | | |

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

As of the date of value and the date of this report, the nation, region, and market area are impacted by the COVID-19 pandemic. This could have a prolonged effect on macroeconomic conditions, though at this time the length of duration is unknown. The perceived impact on real estate varies on several factors including asset class, use, tenancy, and location. Our analysis considers available information as of the effective date.

This is a Restricted Report that is intended to comply with the reporting requirements set forth under Standards Rule 2 of the Uniform Standards of Professional Appraisal Practice for a

Restricted Report. As such, it presents limited discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses has been retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The reader is hereby advised that the report may not contain all the supporting rationale for the opinions and conclusions set forth in the report.

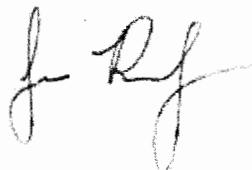
The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



Jason Buckholz
Senior Appraiser
NV Certified General Appraiser #A.0007369-CG
Expires: June 30, 2021

Phone: (775) 823-6931
Email: jason.buckholz@cbre.com



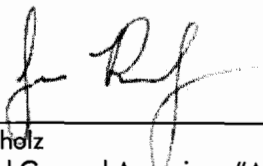
Andrew Burger, MAI
Director
NV Certified General Appraiser #A.0207974-CG
Expires: August 31, 2021

Phone: (916) 446-8283
Email: Andrew.burger@cbre.com

Certification

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the State of Nevada.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the date of this report, Andrew Burger has completed the continuing education program for Designated Members of the Appraisal Institute.
11. As of the date of this report, Jason Buckholz has completed the Standards and Ethics Education Requirements for Candidates/Practicing Affiliates of the Appraisal Institute.
12. Jason Buckholz has and Andrew Burger has not made a personal inspection of the property that is the subject of this report.
13. No one provided significant real property appraisal assistance to the persons signing this report.
14. Valuation & Advisory Services operates as an independent economic entity within CBRE, Inc. Although employees of other CBRE, Inc. divisions may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
15. Jason Buckholz and Andrew Burger have not provided any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding agreement to perform this assignment.



Jason Buckholz
NV Certified General Appraiser #A.0007369-CG



Andrew Burger, MAI
NV Certified General Appraiser #A.0207974-CG

Subject Photographs



Aerial View



Typical View of the Subject



Typical View of the Subject



Typical View of the Subject



Typical View of the Subject - Entrance



Looking East from the Subject



Typical Street Frontage

Executive Summary

| | | | |
|----------------------------------|--|---------------------|---------------|
| Property Name | Elko Airport Ground Lease | | |
| Location | Portion of Elko Regional Airport Parcel Elko, Elko County, NV 89801 | | |
| Parcel Number(s) | 001-660-106 | | |
| Client | City of Elko | | |
| Property Rights Appraised | Leased Fee Interest | | |
| Date of Inspection | November 10, 2020 | | |
| Primary Land Area | 1.13 AC | 49,069 SF | |
| Zoning | ZPC | | |
| VALUATION | | Annual Total | Per SF |
| Market Rent Indication | | \$13,739 | \$0.28 |

| CONCLUDED MARKET VALUE | | | |
|------------------------|--------------------|-------------------|-----------------------------|
| Appraisal Premise | Interest Appraised | Date of Value | Annual Market Rent Estimate |
| As Is | Fee Simple Estate | November 10, 2020 | \$13,739 |
| Compiled by CBRE | | | |

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is defined as "an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions." ¹

- None noted.

HYPOTHETICAL CONDITIONS

A hypothetical condition is defined as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purposes of analysis." ²

- None noted.

¹ The Appraisal Foundation, USPAP, 2020-2021

² The Appraisal Foundation, USPAP, 2020-2021

OWNERSHIP AND PROPERTY HISTORY

| OWNERSHIP SUMMARY | |
|--------------------------|--------------|
| Item | Current |
| Current Ownership | |
| Owner: | City of Elko |
| Compiled by CBRE | |

To the best of our knowledge, there has been no ownership transfer of the property during the previous three years and the subject is not being actively marketed as for sale.

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ADDENDA

A Client Contract Information

B Qualifications

Scope of Work

This is a Restricted Report that is intended to comply with the reporting requirements set forth under Standards Rule 2 of the Uniform Standards of Professional Appraisal Practice for a Restricted Report. As such, it presents limited discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses has been retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The reader is hereby advised that the report may not contain all the supporting rationale for the opinions and conclusions set forth in the report.

INTENDED USE OF REPORT

This appraisal is to be used for internal use and no other use is permitted.

CLIENT

The client is City of Elko.

INTENDED USER OF REPORT

This appraisal is to be used by City of Elko. No other user(s) may rely on our report unless as specifically indicated in this report.

Intended Users - the intended user is the person (or entity) who the appraiser intends will use the results of the appraisal. The client may provide the appraiser with information about other potential users of the appraisal, but the appraiser ultimately determines who the appropriate users are given the appraisal problem to be solved. Identifying the intended users is necessary so that the appraiser can report the opinions and conclusions developed in the appraisal in a manner that is clear and understandable to the intended users. Parties who receive or might receive a copy of the appraisal are not necessarily intended users. The appraiser's responsibility is to the intended users identified in the report, not to all readers of the appraisal report.³

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate a market rent for the subject property.

DEFINITION OF VALUE

The current economic definition of market value agreed upon by agencies that regulate federal financial institutions in the U.S. (and used herein) is as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and

³ Appraisal Institute, The Appraisal of Real Estate, 14th ed. (Chicago: Appraisal Institute, 2013), 50.

knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.⁴

INTEREST APPRAISED

The value estimated represents the *Fee Simple Estate* as defined below:

Fee Simple Estate - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.⁵

Extent to Which the Property is Identified

The property is identified through the following sources:

- assessor's records

Extent to Which the Property is Inspected

The extent of the inspection included the following: exterior.

Type and Extent of the Data Researched

CBRE reviewed the following:

- zoning requirements
- flood zone status
- demographics

Data Resources Utilized in the Analysis

| DATA SOURCES | |
|------------------|------------|
| Item: | Source(s): |
| Site Data | |
| Size | Assessor |
| Compiled by CBRE | |

⁴ Interagency Appraisal and Evaluation Guidelines; December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472.

⁵ Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015), 90.

PLAT MAP



As indicated the subject represents a portion of the Elko Airport Parcel.

LEGAL DESCRIPTION OF LEASE AREA N1

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

Beginning at a point that bears North 34°03'50" East, a distance of 417.11 feet from the Elko Regional Airport survey control monument "Cessna";
Thence, North 45°49'00" West, a distance of 200.00 feet;
Thence, North 44°11'00" East, a distance of 245.69 feet;
Thence, South 45°37'09" East, a distance of 200.00 feet;
Thence, South 44°11'00" West, a distance of 245.00 feet, more or less, to the point of beginning.

Said Lease Area N1 contains an area of ±49,069 square feet.

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

Elko Regional Airport survey control monument "Cessna"

N 2847077.14

E 599834.56

Elko Regional Airport survey control monument "Piper"

N 28469096.94

E 599075.75

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



FLOOD PLAIN MAP



Site Analysis

The following chart summarizes the salient characteristics of the subject site.

| SITE SUMMARY AND ANALYSIS | | | |
|--|------------------------|-----------------|---------------------|
| Physical Description | | | |
| Gross Site Area | 1.13 Acres | 49,069 Sq. Ft. | |
| Net Site Area | 1.13 Acres | 49,069 Sq. Ft. | |
| Average Depth | n/a | | |
| Excess Land Area | None | n/a | |
| Surplus Land Area | None | n/a | |
| Shape | Rectangular | | |
| Topography | Generally level | | |
| Parcel Number(s) | 001-660-106 | | |
| Zoning District | ZPC | | |
| Flood Map Panel No. & Date | 32007C5608E | 4-Sep-13 | |
| Flood Zone | Zone X (Unshaded) | | |
| Adjacent Land Uses | Parking and industrial | | |
| Earthquake Zone | n/a | | |
| Comparative Analysis | | Rating | |
| Visibility | Good | | |
| Functional Utility | Average | | |
| Traffic Volume | Average | | |
| Adequacy of Utilities | Average | | |
| Drainage | Assumed Adequate | | |
| Utilities | | Provider | Availability |
| Water | City of Elko | | Yes |
| Sewer | City of Elko | | Yes |
| Natural Gas | NV Energy | | Yes |
| Electricity | NV Energy | | Yes |
| Other | | Yes | No |
| Detrimental Easements | | | Unknown |
| Encroachments | | | X |
| Deed Restrictions | | | X |
| Reciprocal Parking Rights | | X | |
| Source: Various sources compiled by CBRE | | | |

EASEMENTS AND ENCROACHMENTS

There are no known easements or encroachments impacting the site that are considered to affect the marketability or highest and best use. It is recommended that the client/reader obtain a

current title policy outlining all easements and encroachments on the property, if any, prior to making a business decision.

COVENANTS, CONDITIONS AND RESTRICTIONS

There are no known covenants, conditions or restrictions impacting the site that are considered to affect the marketability or highest and best use. It is recommended that the client/reader obtain a copy of the current covenants, conditions and restrictions, if any, prior to making a business decision.

COMMENTS/CONCLUSION

The site is adequate in terms of size and utility to support a variety of aeronautical uses. The subject will feature a direct link to the available airport infrastructure, taxiways and runway.

Zoning

The following chart summarizes the subject's zoning requirements.

| ZONING SUMMARY | |
|---------------------------------|---------------------------------------|
| Current Zoning | ZPC |
| Legally Conforming | Yes |
| Uses Permitted | Variety of commercial and public uses |
| Zoning Change | Not likely |
| Source: Planning & Zoning Dept. | |

Market Rent Estimate

The purpose of the assignment is to estimate market rent for the subject site. The proposed lease is summarized as follows:

| GROUND LEASE SUMMARY | | |
|-----------------------------------|--------------|-----------------------------------|
| Lessor | | City of Elko |
| Lessee | | Classic Air Care dba MedX Air One |
| Size (SF) | | 49,069 |
| Commence Date | | TBD |
| Remaining Lease Term (Base Lease) | | 30 Years |
| No. & Term of Options | | None |
| Contract Rental Rate | Total \$/Yr. | \$/SF/Yr. |
| Base Lease Term | \$13,739 | \$0.28 |
| Expenses | | Paid by Lessee |
| % Rent Clause: | | None |
| Source: Lease | | |

The subject's ground rent is proposed at \$.28 per square foot per year. It is also noted that the City of Elko has a statute that states land within the airport shall be leased at \$.28 per square foot per year.

In order to estimate a market rent for the subject we researched available lease comparables for the region. Our research revealed only two comparables that are summarized as follows:

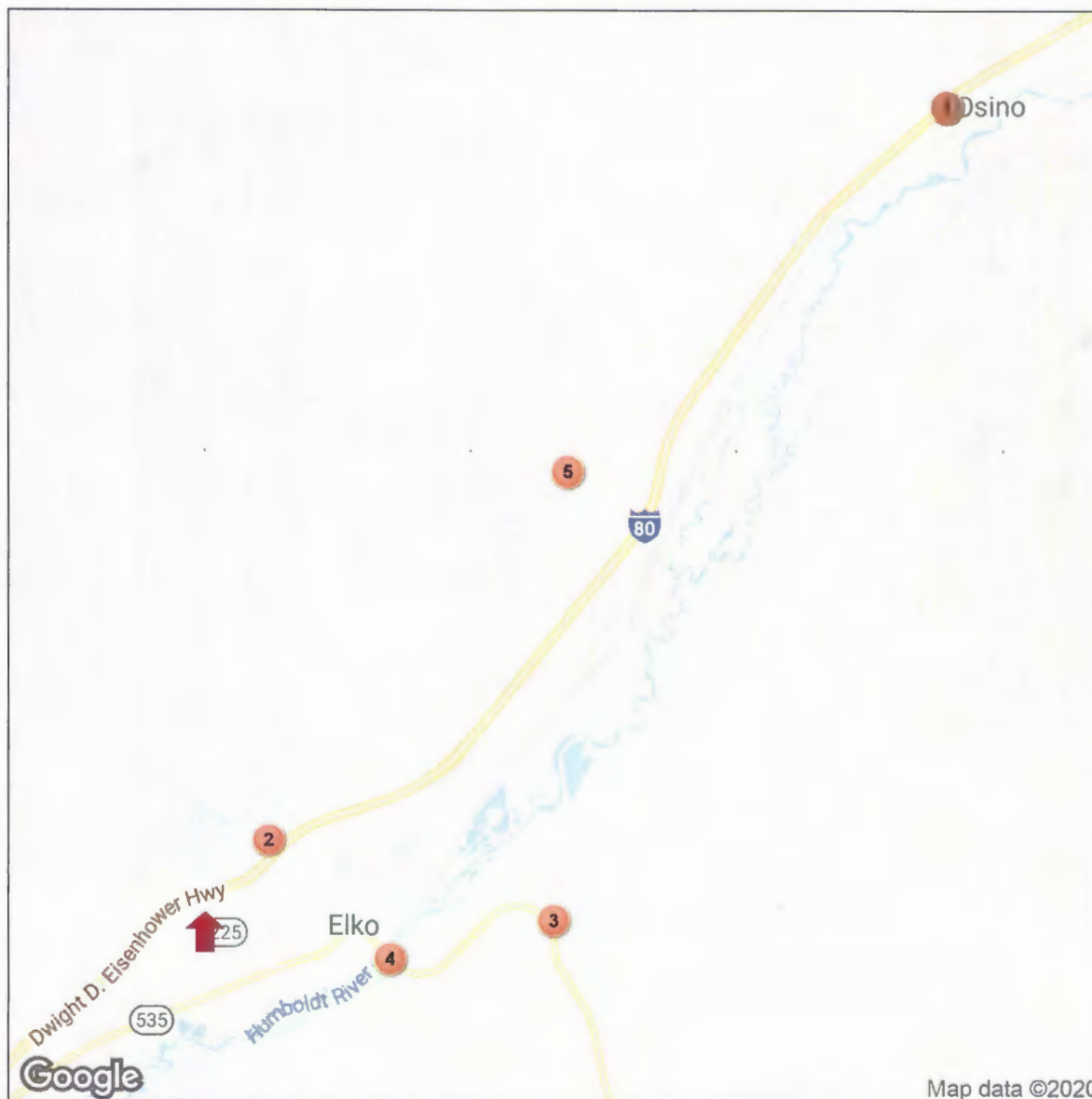
| SUMMARY OF COMPARABLE LAND RENTALS | | | | | | | | |
|------------------------------------|--|----------------------|-----------------|-------------|------------|------------|----------------|-------------|
| No. | Property Name and Location | Tenant Name | Lease Area (SF) | Lease Term | Options | Base Rent | Reimbursements | Escalations |
| 1 | 700 Aspen Way Elko, NV APN: 001-660-105 | MP Elko II, LLC | 531,868 | 25.0 Yrs. | 2 @ 10 Yrs | \$0.10 PSF | NNN | 0.50% |
| 2 | 2953 Manzanita Drive Elko, NV APN: 001-560-040 | CAL Stores Companies | 22,215 | 3.0 Yrs. | 1 @ 2 Yrs | \$0.30 PSF | NNN | Step |
| 3 | 975 Terminal Way Elko, NV Elko Regional Airport | Various | 2,500 -30,000 | 25 - 45 Yrs | Neg. | \$0.28 PSF | MG | None |
| 4 | Parcel 81 & F Reno NV Reno-Stead Airport | Hall Bonanza, LLC | 4,452-10,625 | 30.0 Yrs. | | \$0.27 PSF | NNN | CPI |
| 5 | South Lake Tahoe Regional Airport | Quoted | Neg. | 10-50 Yrs | | \$0.30 PSF | NNN | None |
| Subj. | Elko Airport Ground Lease Portion of Elko Regional Airport Parcel, | MedX Air One | 49,069 | --- | --- | \$0.28 PSF | NNN | CPI |
| Compiled by CBRE | | | | | | | | |

Comparable 1 is located at the NE corner of the airport near Mt. City Highway. The site is being leased for the development of a retail center and is considered superior in terms of location and appeal. Comparable 2 is located behind the Elko Mall with limited street visibility yet is also

considered a retail location superior to the subject. Comparable 3 represents various ground leases located within the Elko Airport.

Given the small size of the local market, rent comparables similar to the subject were not readily available. Due to a lack of available lease data we have also surveyed rents at other airports located throughout the region (Comparables 4 and 5).

The rent comparables generally bracket the stipulated rent of \$.28 per square foot per year. In addition to the rent comparables we have also surveyed market participants who indicate ground rents range wildly throughout the region. They further indicated developers will lease land based on a return on cost of 7.5% to 10% which includes land value and any on-site improvements. Therefore, we have also researched recent land sales to estimate a value for the subject site then applied a typical return on investment. The land sales are summarized as follows:



| SUMMARY OF COMPARABLE LAND SALES | | | | | | | | | |
|---|---|-------------|--------|----------------|-------------------|--------------|-----------|----------------|--------------|
| No. | Property Location | Transaction | | Zoning | Actual Sale Price | Size (Acres) | Size (SF) | Price Per Acre | Price Per SF |
| | | Type | Date | | | | | | |
| 1 | 9102 E. Idaho St. Elko, NV APN: 006-320-038 | Sale | Nov-19 | M1 | \$3,602,000 | 30.00 | 1,306,800 | \$120,067 | \$2.76 |
| 2 | N. 5th Street & Spruce - Parcel #3 Elko NV APN: 001-610-102 | Sale | Apr-19 | LI | \$165,000 | 0.94 | 40,946 | \$175,532 | \$4.03 |
| 3 | 1440 Stitzel Road Elko, NV APN: 001-920-018 | Sale | Aug-18 | ZR | \$130,000 | 1.00 | 43,560 | \$130,000 | \$2.98 |
| 4 | 404 S. 5th Street Elko, NV APN: 001-422-002 | Sale | May-18 | ZC | \$107,500 | 0.61 | 26,528 | \$176,519 | \$4.05 |
| 5 | 133 S. 15th Street Elko, NV APN: 001-630-18 | Sale | Apr-19 | ZR | \$298,000 | 2.00 | 87,120 | \$149,000 | \$3.42 |
| <hr/> | | | | | | | | | |
| Subject | Portion of Elko Regional Airport Parcel, Elko, Nevada | --- | --- | Industrial Use | --- | 1.13 | 49,069 | --- | --- |
| <hr/> | | | | | | | | | |
| ¹ Adjusted sale price for cash equivalency and/or development costs (where applicable) | | | | | | | | | |
| Compiled by CBRE | | | | | | | | | |

SUMMARY OF ADJUSTMENTS

Based on our comparative analysis, the following chart summarizes the adjustments warranted to each comparable.

| LAND SALES ADJUSTMENT GRID | | | | | | Subject |
|-------------------------------------|---------------|---------------|---------------|---------------|---------------|----------------|
| Comparable Number | 1 | 2 | 3 | 4 | 5 | |
| Transaction Type | Sale | Sale | Sale | Sale | Sale | --- |
| Transaction Date | Nov-19 | Apr-19 | Aug-18 | May-18 | Apr-19 | --- |
| Zoning | M1 | LI | ZR | ZC | ZR | Industrial Use |
| Actual Sale Price | \$3,602,000 | \$165,000 | \$130,000 | \$107,500 | \$298,000 | --- |
| Size (Acres) | 30.00 | 0.94 | 1.00 | 0.61 | 2.00 | 1.13 |
| Size (SF) | 1,306,800 | 40,946 | 43,560 | 26,528 | 87,120 | 49,069 |
| Price Per SF | \$2.76 | \$4.03 | \$2.98 | \$4.05 | \$3.42 | --- |
| Price (\$ PSF) | \$2.76 | \$4.03 | \$2.98 | \$4.05 | \$3.42 | |
| Property Rights Conveyed | 0% | 0% | 0% | 0% | 0% | |
| Financing Terms ¹ | 0% | 0% | 0% | 0% | 0% | |
| Conditions of Sale | 0% | 0% | 0% | 0% | 0% | |
| Market Conditions (Time) | 0% | 0% | 0% | 0% | 0% | |
| Subtotal | \$2.76 | \$4.03 | \$2.98 | \$4.05 | \$3.42 | |
| Size | 10% | 0% | 0% | -10% | 0% | |
| Shape | 0% | 0% | 0% | 0% | 0% | |
| Corner | 0% | 0% | 0% | 0% | 0% | |
| Frontage | 0% | 0% | 0% | 0% | 0% | |
| Topography | 0% | 0% | 0% | 0% | 0% | |
| Location | 10% | -5% | 10% | 0% | 5% | |
| Total Other Adjustments | 20% | -5% | 10% | -10% | 5% | |
| Value Indication for Subject | \$3.31 | \$3.83 | \$3.28 | \$3.65 | \$3.59 | |
| Absolute Adjustment | 20% | 5% | 10% | 10% | 5% | |
| Market Rent Indication @ 7.5% | \$0.25 | \$0.29 | \$0.25 | \$0.27 | \$0.27 | |
| Market Rent Indication @ 10% | \$0.33 | \$0.38 | \$0.33 | \$0.36 | \$0.36 | |
| Compiled by CBRE | | | | | | |

In terms of size Sale 4 is a smaller site superior to the subject while Sale 1 is larger thus inferior and size adjustments were given. In terms of location Comparables 1, 3 and 5 are deemed inferior and upward adjustments were made while Sales 2 features a superior location and a downward adjustment was given.

CONCLUSION

After adjustments, the comparables indicate a range in land value for the subject of \$3.28 to \$3.83 per square foot. We have next applied a return on cost estimate ranging from 7.5% to 10% for each comparable. The comparables indicate a range in market rent of \$0.25 to \$0.38 per square foot which generally bracket the subject's proposed rent of \$.28 per square foot. Overall a market rent near the low to middle of the range is deemed appropriate for the subject given its location, larger size and limited street frontage and access. The following table presents the valuation conclusion:

| CONCLUDED MARKET RENT | | | | |
|-------------------------|---|------------|---|-----------------|
| Rent \$'s PSF | | Subject SF | | Total Rent |
| \$0.25 | x | 49,069 | = | \$12,267 |
| \$0.38 | x | 49,069 | = | \$18,646 |
| \$0.28 | | Average | = | \$13,739 |
| Indicated Value: | | | | \$13,739 |
| (Rounded \$ PSF) | | | | \$0.28 |
| Compiled by CBRE | | | | |

Assumptions and Limiting Conditions

1. CBRE, Inc. through its appraiser (collectively, "CBRE") has inspected through reasonable observation the subject property. However, it is not possible or reasonably practicable to personally inspect conditions beneath the soil and the entire interior and exterior of the improvements on the subject property. Therefore, no representation is made as to such matters.
2. The report, including its conclusions and any portion of such report (the "Report"), is as of the date set forth in the letter of transmittal and based upon the information, market, economic, and property conditions and projected levels of operation existing as of such date. The dollar amount of any conclusion as to value in the Report is based upon the purchasing power of the U.S. Dollar on such date. The Report is subject to change as a result of fluctuations in any of the foregoing. CBRE has no obligation to revise the Report to reflect any such fluctuations or other events or conditions which occur subsequent to such date.
3. Unless otherwise expressly noted in the Report, CBRE has assumed that:
 - (i) Title to the subject property is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. CBRE has not examined title records (including without limitation liens, encumbrances, easements, deed restrictions, and other conditions that may affect the title or use of the subject property) and makes no representations regarding title or its limitations on the use of the subject property. Insurance against financial loss that may arise out of defects in title should be sought from a qualified title insurance company.
 - (ii) Existing improvements on the subject property conform to applicable local, state, and federal building codes and ordinances, are structurally sound and seismically safe, and have been built and repaired in a workmanlike manner according to standard practices; all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; and the roof and exterior are in good condition and free from intrusion by the elements. CBRE has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. CBRE appraisers are not engineers and are not qualified to judge matters of an engineering nature, and furthermore structural problems or building system problems may not be visible. It is expressly assumed that any purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems.
 - (iii) Any proposed improvements, on or off-site, as well as any alterations or repairs considered will be completed in a workmanlike manner according to standard practices.
 - (iv) Hazardous materials are not present on the subject property. CBRE is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater, mold, or other potentially hazardous materials may affect the value of the property.
 - (v) No mineral deposit or subsurface rights of value exist with respect to the subject property, whether gas, liquid, or solid, and no air or development rights of value may be transferred. CBRE has not considered any rights associated with extraction or exploration of any resources, unless otherwise expressly noted in the Report.
 - (vi) There are no contemplated public initiatives, governmental development controls, rent controls, or changes in the present zoning ordinances or regulations governing use, density, or shape that would significantly affect the value of the subject property.
 - (vii) All required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, nor national government or private entity or organization have been or can be readily obtained or renewed for any use on which the Report is based.
 - (viii) The subject property is managed and operated in a prudent and competent manner, neither inefficiently or super-efficiently.
 - (ix) The subject property and its use, management, and operation are in full compliance with all applicable federal, state, and local regulations, laws, and restrictions, including without limitation environmental laws, seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, and licenses.
 - (x) The subject property is in full compliance with the Americans with Disabilities Act (ADA). CBRE is not qualified to assess the subject property's compliance with the ADA, notwithstanding any discussion of possible readily achievable barrier removal construction items in the Report.

- (xi) All information regarding the areas and dimensions of the subject property furnished to CBRE are correct, and no encroachments exist. CBRE has neither undertaken any survey of the boundaries of the subject property nor reviewed or confirmed the accuracy of any legal description of the subject property.

Unless otherwise expressly noted in the Report, no issues regarding the foregoing were brought to CBRE's attention, and CBRE has no knowledge of any such facts affecting the subject property. If any information inconsistent with any of the foregoing assumptions is discovered, such information could have a substantial negative impact on the Report. Accordingly, if any such information is subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. CBRE assumes no responsibility for any conditions regarding the foregoing, or for any expertise or knowledge required to discover them. Any user of the Report is urged to retain an expert in the applicable field(s) for information regarding such conditions.

4. CBRE has assumed that all documents, data and information furnished by or behalf of the client, property owner, or owner's representative are accurate and correct, unless otherwise expressly noted in the Report. Such data and information include, without limitation, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any error in any of the above could have a substantial impact on the Report. Accordingly, if any such errors are subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. The client and intended user should carefully review all assumptions, data, relevant calculations, and conclusions of the Report and should immediately notify CBRE of any questions or errors within 30 days after the date of delivery of the Report.
5. CBRE assumes no responsibility (including any obligation to procure the same) for any documents, data or information not provided to CBRE, including without limitation any termite inspection, survey or occupancy permit.
6. All furnishings, equipment and business operations have been disregarded with only real property being considered in the Report, except as otherwise expressly stated and typically considered part of real property.
7. Any cash flows included in the analysis are forecasts of estimated future operating characteristics based upon the information and assumptions contained within the Report. Any projections of income, expenses and economic conditions utilized in the Report, including such cash flows, should be considered as only estimates of the expectations of future income and expenses as of the date of the Report and not predictions of the future. Actual results are affected by a number of factors outside the control of CBRE, including without limitation fluctuating economic, market, and property conditions. Actual results may ultimately differ from these projections, and CBRE does not warrant any such projections.
8. The Report contains professional opinions and is expressly not intended to serve as any warranty, assurance or guarantee of any particular value of the subject property. Other appraisers may reach different conclusions as to the value of the subject property. Furthermore, market value is highly related to exposure time, promotion effort, terms, motivation, and conclusions surrounding the offering of the subject property. The Report is for the sole purpose of providing the intended user with CBRE's independent professional opinion of the value of the subject property as of the date of the Report. Accordingly, CBRE shall not be liable for any losses that arise from any investment or lending decisions based upon the Report that the client, intended user, or any buyer, seller, investor, or lending institution may undertake related to the subject property, and CBRE has not been compensated to assume any of these risks. Nothing contained in the Report shall be construed as any direct or indirect recommendation of CBRE to buy, sell, hold, or finance the subject property.
9. No opinion is expressed on matters which may require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers. Any user of the Report is advised to retain experts in areas that fall outside the scope of the real estate appraisal profession for such matters.
10. CBRE assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.
11. Acceptance or use of the Report constitutes full acceptance of these Assumptions and Limiting Conditions and any special assumptions set forth in the Report. It is the responsibility of the user of the Report to read in full, comprehend and thus become aware of all such assumptions and limiting conditions. CBRE assumes no responsibility for any situation arising out of the user's failure to become familiar with and understand the same.
12. The Report applies to the property as a whole only, and any pro ration or division of the title into fractional interests will invalidate such conclusions, unless the Report expressly assumes such pro ration or division of interests.

13. The allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the subject property. The allocations of values for each of the land and improvements are not intended to be used with any other property or appraisal and are not valid for any such use.
14. The maps, plats, sketches, graphs, photographs, and exhibits included in this Report are for illustration purposes only and shall be utilized only to assist in visualizing matters discussed in the Report. No such items shall be removed, reproduced, or used apart from the Report.
15. The Report shall not be duplicated or provided to any unintended users in whole or in part without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Exempt from this restriction is duplication for the internal use of the intended user and its attorneys, accountants, or advisors for the sole benefit of the intended user. Also exempt from this restriction is transmission of the Report pursuant to any requirement of any court, governmental authority, or regulatory agency having jurisdiction over the intended user, provided that the Report and its contents shall not be published, in whole or in part, in any public document without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Finally, the Report shall not be made available to the public or otherwise used in any offering of the property or any security, as defined by applicable law. Any unintended user who may possess the Report is advised that it shall not rely upon the Report or its conclusions and that it should rely on its own appraisers, advisors and other consultants for any decision in connection with the subject property. CBRE shall have no liability or responsibility to any such unintended user.

ADDENDA

CBRE

Addendum A

CLIENT CONTRACT INFORMATION

Proposal and Contract for Services

October 19, 2020

Shelby Archuleta
Planning Technician
CITY OF ELKO
1751 College Avenue
Elko, NV 89801
Phone: 775.777.7160
Email: sarchuleta@elkocitynv.gov

CBRE, Inc.
3600 S. McCarron Boulevard, Suite 3000
Reno, NV 89509
www.cbre.us/valuation

Jason Buckholz
Senior Appraiser

RE: Assignment Agreement
Land
Elko Airport Ground Lease, Portion of Elko Regional Airport Parcel
Elko, NV 89801

Dear Ms. Archuleta:

We are pleased to submit this proposal and our Terms and Conditions for this assignment.

PROPOSAL SPECIFICATIONS

| | |
|--------------------------|--|
| Purpose: | To estimate the Market Rent of the referenced real estate. The lease area represents a portion of the Elko Regional Airport parcel. The said lease area is located south of Aspen way & Thomas Way and contains approximately 49,069 SF. |
| Premise: | As Is |
| Rights Appraised: | Fee Simple |
| Intended Use: | Internal Decision Making purposes |
| Intended User: | The intended user is CITY OF ELKO ("Client"), and such other parties and entities (if any) expressly recognized by CBRE as "Intended Users" (as further defined herein). |
| Reliance: | Reliance on any reports produced by CBRE under this Agreement is extended solely to parties and entities expressly acknowledged in a signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgement required by CBRE or hereunder have been satisfied. Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof (including Client if it is not named as an Intended User), whether as a result of its direct dissemination or by any other means, may not rely upon any opinions or conclusions contained in the report or such portions thereof, and CBRE will not be responsible for any unpermitted use of the report, its conclusions or contents or have any liability in |

connection therewith.

| | |
|-------------------------------|---|
| Inspection: | CBRE will conduct a physical inspection of the subject property and its surrounding environs on the effective date of appraisal. |
| Valuation Approaches: | All three traditional approaches to value will be considered. |
| Report Type: | Standard Appraisal Report |
| Appraisal Standards: | USPAP |
| Appraisal Fee: | \$2,000 |
| Expenses: | Fee includes all associated expenses |
| Retainer: | A retainer is not required for this assignment |
| Delivery Instructions: | CBRE encourages our clients to join in our environmental sustainability efforts by accepting an electronic copy of the report. An Adobe PDF file via email will be delivered to sarchuleta@elkocitynv.gov. The client has requested No (0) bound final copy (ies). |
| Delivery Schedule: | |
| Preliminary Value: | Not Required |
| Draft Report: | Not Required |
| Final Report: | 21 business days after the Start Date |
| Start Date: | The appraisal process will start upon receipt of your signed agreement, the retainer, and the property specific data. |
| Acceptance Date: | These specifications are subject to modification if this proposal is not accepted within 7 business days from the date of this letter. |

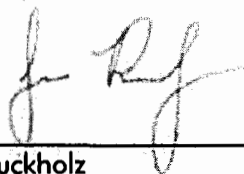
When executed and delivered by all parties, this letter, together with the Terms and Conditions and the Specific Property Data Request attached hereto and incorporated herein, will serve as the Agreement for appraisal services by and between CBRE and Client. Each person signing below represents that it is authorized to enter into this Agreement and to bind the respective parties hereto.

We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.

Sincerely,

CBRE, Inc.
Valuation & Advisory Services

Respectfully submitted,



Jason Buckholz
Senior Appraiser
NV Certified General Appraiser #A.0007369-CG
Expires: June 30, 2021

Phone: (775) 823-6931
Email: jason.buckholz@cbre.com

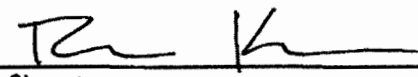


Andrew Burger, MAI
Director
NV Certified General Appraiser #A.0207974-CG
Expires: August 31, 2021

Phone: (916) 446-8283
Email: Andrew.burger@cbre.com

AGREED AND ACCEPTED

FOR CITY OF ELKO ("CLIENT"):


Signature10/22/2020
DateReece Keener
NameMayor
Title775.777.7126
Phone Numbercityclerk@elkocitynv.gov
E-Mail Address**ADDITIONAL OPTIONAL SERVICES**

Assessment & Consulting Services: CBRE's Assessment & Consulting Services group has the capability of providing a wide array of solution-oriented due diligence services in the form of property condition and environmental site assessment reports and other necessary due diligence services (seismic risk analysis, zoning compliance services, construction risk management, annual inspections, etc.). CBRE provides our clients the full complement of due diligence services with over 260 employees in the U.S. that are local subject matter experts.

Initial below if you desire CBRE to contact you to discuss a proposal for any part or the full complement of consulting services, or you may reach out to us at WhitePlainsProposals@cbre.com. We will route your request to the appropriate manager. For more information, please visit www.cbre.com/assessment.

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TERMS AND CONDITIONS

1. The Terms and Conditions herein are part of an agreement for appraisal services (the "Agreement") between CBRE, Inc. (the "Appraiser") and the client signing this Agreement, and for whom the appraisal services will be performed (the "Client"), and shall be deemed a part of such Agreement as though set forth in full therein. The Agreement shall be governed by the laws of the state where the appraisal office is located for the Appraiser executing this Agreement.
2. Client shall be responsible for the payment of all fees stipulated in the Agreement. Payment of the appraisal fee and preparation of an appraisal report (the "Appraisal Report, or the "report") are not contingent upon any predetermined value or on an action or event resulting from the analyses, opinions, conclusions, or use of the Appraisal Report. Final payment is due as provided in the Proposal Specifications Section of this Agreement. If a draft report is requested, the fee is considered earned upon delivery of the draft report. It is understood that the Client may cancel this assignment in writing at any time prior to delivery of the completed report. In such event, the Client is obligated only for the prorated share of the fee based upon the work completed and expenses incurred (including travel expenses to and from the job site), with a minimum charge of \$0. Additional copies of the Appraisal Reports are available at a cost of \$250 per original color copy and \$100 per photocopy (black and white), plus shipping fees of \$30 per report.
3. If Appraiser is subpoenaed or ordered to give testimony, produce documents or information, or otherwise required or requested by Client or a third party to participate in meetings, phone calls, conferences, litigation or other legal proceedings (including preparation for such proceedings) because of, connected with or in any way pertaining to this engagement, the Appraisal Report, the Appraiser's expertise, or the Property, Client shall pay Appraiser's additional costs and expenses, including but not limited to Appraiser's attorneys' fees, and additional time incurred by Appraiser based on Appraiser's then-prevailing hourly rates and related fees. Such charges include and pertain to, but are not limited to, time spent in preparing for and providing court room testimony, depositions, travel time, mileage and related travel expenses, waiting time, document review and production, and preparation time (excluding preparation of the Appraisal Report), meeting participation, and Appraiser's other related commitment of time and expertise. Hourly charges and other fees for such participation will be provided upon request. In the event Client requests additional appraisal services beyond the scope and purpose stated in the Agreement, Client agrees to pay additional fees for such services and to reimburse related expenses, whether or not the completed report has been delivered to Client at the time of such request.
4. Appraiser shall have the right to terminate this Agreement at any time for cause effective immediately upon written notice to Client on the occurrence of fraud or the willful misconduct of Client, its employees or agents, or without cause upon 5 days written notice.
5. In the event Client fails to make payments when due then, from the date due until paid, the amount due and payable shall bear interest at the maximum rate permitted in the state where the office is located for the Appraiser executing the Agreement. In the event either party institutes legal action against the other to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses. Each party waives the right to a trial by jury in any action arising under this Agreement.
6. Appraiser assumes there are no major or significant items or issues affecting the Property that would require the expertise of a professional building contractor, engineer, or environmental consultant for Appraiser to prepare a valid report. Client acknowledges that such additional expertise is not covered in the Appraisal fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client's additional cost and expense.
7. In the event of any dispute between Client and Appraiser relating to this Agreement, or Appraiser's or Client's performance hereunder, Appraiser and Client agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the office of the Appraiser executing this Agreement is located. The arbitrator shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses from the losing party, including costs of the arbitration proceeding, and reasonable attorney's fees. Client acknowledges that Appraiser is being retained hereunder as an independent contractor to perform the services described herein and nothing in this Agreement shall be deemed to create any other relationship between

Client and Appraiser. This engagement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal Report discussed herein.

8. All statements of fact in the report which are used as the basis of the Appraiser's analyses, opinions, and conclusions will be true and correct to Appraiser's actual knowledge and belief. Appraiser does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of the Property furnished to Appraiser by Client or others. TO THE FULLEST EXTENT PERMITTED BY LAW, APPRAISER DISCLAIMS ANY GUARANTEE OR WARRANTY AS TO THE OPINIONS AND CONCLUSIONS PRESENTED ORALLY OR IN ANY APPRAISAL REPORT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE EVEN IF KNOWN TO APPRAISER. Furthermore, the conclusions and any permitted reliance on and use of the Appraisal Report shall be subject to the assumptions, limitations, and qualifying statements contained in the report.
9. Appraiser shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The report will not constitute a survey of the Property analyzed.
10. Client shall provide Appraiser with such materials with respect to the assignment as are requested by Appraiser and in the possession or under the control of Client. Client shall provide Appraiser with sufficient access to the Property to be analyzed, and hereby grants permission for entry unless discussed in advance to the contrary.
11. The data gathered in the course of the assignment (except data furnished by Client) and the report prepared pursuant to the Agreement are, and will remain, the property of Appraiser. With respect to data provided by Client, Appraiser shall not violate the confidential nature of the Appraiser-Client relationship by improperly disclosing any proprietary information furnished to Appraiser. Notwithstanding the foregoing, Appraiser is authorized by Client to disclose all or any portion of the report and related data as may be required by statute, government regulation, legal process, or judicial decree, including to appropriate representatives of the Appraisal Institute if such disclosure is required to enable Appraiser to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
12. Unless specifically noted, in preparing the Appraisal Report the Appraiser will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, "Hazardous Material") on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents that there is no major or significant deferred maintenance of the Property that would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, at Client's discretion and direction, and are not covered as part of the Appraisal fee.
13. In the event Client intends to use the Appraisal Report in connection with a tax matter, Client acknowledges that Appraiser provides no warranty, representation or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state or local taxing authority) may disagree with or reject the Appraisal Report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties or fees from Client beyond what may be suggested by the Appraisal Report. Client agrees that Appraiser shall have no responsibility or liability to Client or any other party for any such taxes, interest, penalties or fees and that Client will not seek damages or other compensation from Appraiser relating to any such taxes, interest, penalties or fees imposed on Client, or for any attorneys' fees, costs or other expenses relating to Client's tax matters.
14. Appraiser shall have no liability with respect to any loss, damage, claim or expense incurred by or asserted against Client arising out of, based upon or resulting from Client's failure to provide accurate or complete information or documentation pertaining to an assignment ordered under or in connection with this Agreement, including Client's failure, or the failure of any of Client's agents, to provide a complete copy of the Appraisal Report to any third party.
15. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT ARISING FROM SECTION 16 BELOW, OR SECTION 17 IF APPLICABLE, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATE, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE TO THE OTHER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, AND AGGREGATE DAMAGES IN CONNECTION WITH THIS AGREEMENT FOR EITHER PARTY (EXCLUDING THE OBLIGATION TO PAY THE FEES REQUIRED HEREUNDER) SHALL NOT EXCEED THE GREATER OF THE TOTAL FEES PAYABLE TO APPRAISER UNDER THIS AGREEMENT OR TEN THOUSAND DOLLARS (\$10,000). THIS LIABILITY LIMITATION SHALL NOT

APPLY IN THE EVENT OF A FINAL FINDING BY AN ARBITRATOR OR A COURT OF COMPETENT JURISDICTION THAT SUCH LIABILITY IS THE RESULT OF A PARTY'S FRAUD OR WILLFUL MISCONDUCT.

16. Client shall not disseminate, distribute, make available or otherwise provide any Appraisal Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Appraisal Report, in whole or in part, in any offering or other material intended for review by other parties) except to (i) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the Appraisal Report provided that either Appraiser has received an acceptable release from such third party with respect to such Appraisal Report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the Appraisal Report to such third party, (ii) any third party service provider (including rating agencies and auditors) using the Appraisal Report in the course of providing services for the sole benefit of an Intended User, or (iii) as required by statute, government regulation, legal process, or judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the Appraisal Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, in no event shall the receipt of an Appraisal Report by such party extend any right to the party to use and rely on such report, and Appraiser shall have no liability for such unauthorized use and reliance on any Appraisal Report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Appraisal Report.
17. Furthermore, Client shall indemnify, defend and hold each of the Indemnified Parties harmless from and against any Damages in connection with (i) any transaction contemplated by this Agreement or in connection with the appraisal or the engagement of or performance of services by any Indemnified Party hereunder, (ii) any Damages claimed by any user or recipient of the Appraisal Report, whether or not an Intended User, (iii) any actual or alleged untrue statement of a material fact, or the actual or alleged failure to state a material fact necessary to make a statement not misleading in light of the circumstances under which it was made with respect to all information furnished to any Indemnified Party or made available to a prospective party to a transaction, or (iv) an actual or alleged violation of applicable law by an Intended User (including, without limitation, securities laws) or the negligent or intentional acts or omissions of an Intended User (including the failure to perform any duty imposed by law); and will reimburse each Indemnified Party for all reasonable fees and expenses (including fees and expenses of counsel) (collectively, "Expenses") as incurred in connection with investigating, preparing, pursuing or defending any threatened or pending claim, action, proceeding or investigation (collectively, "Proceedings") arising therefrom, and regardless of whether such Indemnified Party is a formal party to such Proceeding. Client agrees not to enter into any waiver, release or settlement of any Proceeding (whether or not any Indemnified Party is a formal party to such Proceeding) without the prior written consent of Appraiser (which consent will not be unreasonably withheld or delayed) unless such waiver, release or settlement includes an unconditional release of each Indemnified Party from all liability arising out of such Proceeding.
18. Time Period for Legal Action. Unless the time period is shorter under applicable law, except in connection with paragraphs 16 and 17 above, Appraiser and Client agree that any legal action or lawsuit by one party against the other party or its affiliates, officers, directors, employees, contractors, agents, or other representatives, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, relating to (a) this Agreement or the Appraisal Report, (b) any services or appraisals under this Agreement or (c) any acts or conduct relating to such services or appraisals, shall be filed within two (2) years from the date of delivery to Client of the Appraisal Report to which the claims or causes of action in the legal action or lawsuit relate. The time period stated in this section shall not be extended by any incapacity of a party or any delay in the discovery or accrual of the underlying claims, causes of action or damages.

Proposal and Contract for Services

SPECIFIC PROPERTY DATA REQUEST

In order to complete this assignment under the terms outlined, CBRE, Inc., Valuation & Advisory Services, will require the following specific information for the property:

1. PLEASE NOTIFY US IMMEDIATELY IF ANY OTHER CBRE SERVICE LINE (INCLUDING CAPSTONE) IS INVOLVED IN THE BROKERAGE, FINANCING, INVESTMENT OR MANAGEMENT OF THIS ASSET.
2. Current title report and title holder name
3. Legal description
4. Survey and/or plat map
5. Site plan for proposed or entitled development, if applicable
6. Current county property tax assessment or tax bill
7. Details on any sale, contract, or listing of the property within the past three years
8. Engineering studies, soil tests or environmental assessments
9. Ground lease, if applicable
10. Planning/Zoning application or approval, if applicable
11. Any previous market/demand studies or appraisals
12. Name and telephone number of property contact for physical inspection and additional information needed during the appraisal process
13. Any other information that might be helpful in valuing this property

If any of the requested data and information is not available, CBRE, Inc., reserves the right to extend the delivery date by the amount of time it takes to receive the requested information or make other arrangements. Please have the requested information delivered to the following:

Jason Buckholz
Senior Appraiser
jason.buckholz@cbre.com
CBRE, Inc.
Valuation & Advisory Services
3600 S. McCarron Boulevard, Suite 3000
Reno, NV 89509

Addendum B

QUALIFICATIONS

Jason Buckholz

Senior Appraiser, Reno, NV



T + 775.823.6931
M + 775.842.2530
Jason.Buckholz@cbre.com

6900 S. McCarran Blvd,
Suite 3000
Reno, NV 89509

Clients Represented

- Western Alliance Bank
- Bank of America
- Wells Fargo
- Nevada State Bank
- City National Bank
- Umpqua Bank
- Rabobank
- NorthMarq Capital
- PNC Bank
- JPMorgan Chase Bank
- Torrey Pines Bank
- BBVA Compass
- Cathay Bank
- Greater NV Credit Union
- Great Basin Credit Union
- LNR Partners
- CIII
- Bank of George
- ProLogis
- Cantor Commercial
- CBRE Capital Markets

Experience

Jason R. Buckholz is a Senior Appraiser of the Valuation & Advisory Services within the California/Nevada region in the Reno, Nevada office. Jason has over 15 years of real estate appraisal and consulting experience throughout the states of Nevada and California, with primary experience in Northern Nevada since 2006 after working several years in the CBRE office located in Sacramento California. Mr. Buckholz is a licensed as a Certified General Real Estate Appraiser in the State of Nevada. He has also provided expert witness testimony in the State of Nevada. Additionally, Mr. Buckholz is part of the multi-family specialty group completing assignments that range in complexity from 6 unit to over 600 units including LIHTC properties, student housing and traditional market rate properties.

Working in Northern Nevada since 2006 as a General Certified Appraiser, Mr. Buckholz has experience with the following property types:

| | | |
|----------------------|--------------------------|------------------------|
| Office Buildings | Commercial Land | Industrial Land |
| Industrial Buildings | Medical Office Buildings | Rent Surveys |
| Apartments | Net Leased Investments | Shopping Centers |
| Gas Stations | Development Projects | Residential Land |
| Auto Dealerships | Mini-Storage | Special Use Facilities |

Professional Affiliations / Accreditations

- Certified General Real Estate Appraiser: State of Nevada A.0007369-CG

Employment Experience

- 1999-2000 Site Acquisition Specialist, LCC International, Chico, California
- 2000-2003 Leasing Manager, Site-Com Inc., Sacramento, California
- 2003-2006 Real Estate Analyst/Appraiser, CB Richard Ellis, Sacramento, California
- 2006-2007 Real Estate Analyst/Appraiser, CB Richard Ellis, Las Vegas, Nevada
- 2007-Present Senior Real Estate Analyst/Appraiser, CBRE, Inc, Reno, Nevada

APPRAISER CERTIFICATE

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That : JASON R BUCKHOLZ

Certificate Number: A.0007369-CG

Is duly authorized to act as a CERTIFIED GENERAL APPRAISER from the issue date to the expiration date at the business address stated here in, unless the certificate is sooner revoked, cancelled, withdrawn, or invalidated.

Issue Date: July 5, 2019

Expire Date: June 30, 2021

In witness whereof, THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in Chapter 645C of the Nevada Revised Statutes, has caused this Certificate to be issued with its Seal printed thereon. This certificate must be conspicuously displayed in place of business.

FOR: CBRE

6900 S MCCARRAN BLVD STE #3000
RENO, NV 89509

REAL ESTATE DIVISION

SHARATH CHANDRA
Administrator



Andrew Burger, MAI

Director, Sacramento, CA



T + 1 916 446 8283
M +1 530 400 0833
andrew.burger@cbre.com

500 Capitol Mall, Suite 2400
Sacramento, CA
95814

Clients Represented

- Citibank
- Prudential
- Rabobank
- Westland Capital
- Easton Development Company
- ORIX Real Estate Capital
- Walker & Dunlop
- HFF
- Pacific Western Bank
- Bank of Commerce
- BAC Bank
- Pacific Enterprise Bank
- Keypoint Credit Union
- River City Bank
- First Northern Bank
- Plumas Bank
- Cornerstone Community Bank
- And other national and regional banks/lenders

Experience

Andrew Burger, MAI is a Director within the Valuation & Advisory Services division working in the Northern California and Northern Nevada markets. Based in Northern California since 2005, Mr. Burger has 15 years of real estate appraisal and consulting experience. Mr. Burger is a designated member of the Appraisal Institute and is licensed as a Certified General Real Estate Appraiser in California and Nevada. Mr. Burger served in 2018 as the Chapter President for the Sacramento-Sierra chapter of the Appraisal Institute.

Mr. Burger is a member of the national HUD MAP appraisal practice group within CBRE, serving Northern and Central California, and he specializes in affordable multifamily valuations, including properties operating with tax credit, bond, and/or HAP regulatory agreements.

Additional appraisal experience includes the following property types: shopping centers, commercial and residential land, general and medical offices, warehouse and flex industrial, gas stations, self-storage facilities, net leased investments, auto dealerships, and student housing.

As Director, Mr. Burger leads valuation and advisory staff in the Sacramento, Roseville and Reno offices, providing support to senior staff members and training and mentorship for junior staff members.

Professional Affiliations / Accreditations

- Appraisal Institute – Designated Member (MAI), Certificate
- Certified General Real Estate Appraiser, State of CA, #AG042112
- Appraisal Institute - Sacramento-Sierra Chapter Officer
 - Secretary-Treasurer - 2016
 - Vice President - 2017
 - President – 2018
 - Programs Committee Chair – 2019

Education

- University of California, Davis
 - Bachelors of Arts, Economics, 2004

APPRAISER CERTIFICATE

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That : ANDREW W BURGER

Certificate Number: A.0207974-CG

Is duly authorized to act as a CERTIFIED GENERAL APPRAISER from the issue date to the expiration date at the business address stated here in, unless the certificate is sooner revoked, cancelled, withdrawn, or invalidated.

Issue Date: August 1, 2019

Expire Date: August 31, 2021

In witness whereof, THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in Chapter 645C of the Nevada Revised Statutes, has caused this Certificate to be issued with its Seal printed thereon. This certificate must be conspicuously displayed in place of business.

FOR: CBRE
500 CAPITOL MALL #2400
SACRAMENTO, CA 95814

REAL ESTATE DIVISION

SHARATH CHANDRA
Administrator



CITY OF ELKO
Resolution No. 01-21

**RESOLUTION AGREEING WITH THE APPRAISER'S
MARKET RENT ESTIMATE OF THE PROPERTY, DECLARING
INTENTION TO LEASE LAND AT PUBLIC AUCTION, APPROVAL OF THE LEASE
DOCUMENT AND SETTING DATE FOR AUCTION**

WHEREAS, the City Council has determined to proceed with the process of leasing approximately 1.13 (49,069 SF) acres of City-owned land located on the Elko Regional Airport, Elko County, Nevada (hereinafter the "Property") through the public auction process, as set forth in Elko City Code Title 8, Chapter 1;

WHEREAS, the property is legally described as:

LEGAL DESCRIPTION OF LEASE AREA NI

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

Beginning at a point that bears North 34°03'50" East, a distance of 417.11 feet from the Elko

Regional Airport survey control monument "Cessna";

Thence, North 45°49'00" West, a distance of 200.00 feet;

Thence, North 44°11'00" East, a distance of 245.69 feet;

Thence, South 45°37'09" East, a distance of 200.00 feet;

Thence, South 44°11'00" West, a distance of 245.00 feet, more or less, to the point of beginning.

Said Lease Area NI contains an area of ±49,069 square feet.

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

Elko Regional Airport survey control monument "Cessna"

N 2847077.14

E 599834.56

Elko Regional Airport survey control monument "Piper"

N 28469096.94

E 599075.75

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

TOGETHER WITH all and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents issues and profits thereof, or of any part thereof;

WHEREAS, the City has obtained one (1) appraisal of the annual market rent estimate of the property as follows:

An appraisal by CBRE, Inc. with an annual market rent estimate of \$13,739 or \$0.28 SF per year as of November 10, 2020;

WHEREAS, the City Council held a public hearing on January 26, 2021 regarding the annual market rent estimate of the property and affirmed that the annual market rent estimate established by CBRE, Inc. of \$13,739 is the fair market value of the annual rental for the property;

WHEREAS, the City cannot lease the property for less than the market rent estimate as determined by an appraiser;

WHEREAS, the minimum amount of the annual rental for the property must be \$13,739.00, payable in in monthly installments as they become due or otherwise as provided in the lease.

NOW, THEREFORE, upon motion duly made by Councilman -- and seconded by Councilwoman --,

IT IS RESOLVED AND ORDERED THAT:

1. It is in the best interest of the City that the City-owned real property consisting of a 1.13 (49,069 SF) acres parcel of City owned land located on the Elko Regional Airport, Elko County, Nevada and more particularly described above, shall be offered for lease at a public auction during the regularly held City Council Meeting on the February 23, 2021 at 5:30 o'clock p.m. at the Elko Convention Center, 700 Moren Way, Elko, Nevada, or at such other place as the City Council shall hold its regular meeting.

2. The terms and conditions of the lease, which is included in the packet presented to the City Council in support of this Resolution and which is available for review in the Office of the Elko City Clerk, shall include the following:

A. The lease term shall be twenty (20) years, subject to renewal for an additional five (5) years under the same terms and conditions;

B. The annual rental for the property shall be an amount equal to or greater than \$13,739.00, which shall be payable in equal monthly payments throughout the lease term, except for portions of months, which shall be prorated;

C. Annual increases shall be an amount equal to two percent (2%) over the

annual rental amount effective in the month preceding such anniversary date; and

D. Restricted access – Lessee shall be responsible for access to and from the property and lessor shall have no responsibility therefore.

3. In addition, within ten (10) business days of the Elko City Council's decision to award the lease, the successful bidder, upon acceptance by the City Council, shall pay the legal publication fees, the appraisal fee in the amount of TWO THOUSAND, DOLLARS (\$2,000.00), and all attorney fees for the preparation of the documents and other services related to this lease.

4. All bids must be in writing, sealed, addressed to the Elko City Council, and filed with the City Clerk at the City Office no later than 5:30 p.m. on the date of said public meeting, must comply with the terms and conditions of this Resolution, and must comply with Title 8, Chapter 1 of the Elko City Code, as amended or supplemented. Bids must propose an annual rental in the amount of \$13,739.00 or more. Bids that propose an amount other than an annual rental amount (e.g., monthly rental or total rent over the lease term) shall be rejected as nonconforming.

5. At the time and place fixed in this Resolution for the meeting of the City Council, all sealed bids which have been received will, in public session, be opened, examined and declared by the City Council. Of the bids submitted which conform to all terms and conditions specified in this Resolution and which are made by responsible bidders, the bid which is the highest annual rental amount equal to or greater than \$13,739.00 will be finally accepted, unless a higher oral bid is accepted at the public auction or the City Council rejects all bids in accordance with NRS 268.062(3)(a).

6. Before accepting any written bid, the City Council shall call for oral bids. If, upon the call for oral bidding, any responsible person offers to lease the property upon the terms and conditions specified in this Resolution, for a price exceeding by at least five percent (5%) the highest written bid, then the highest oral bid received at the public auction which is made by a responsible person shall be finally accepted.

7. The final acceptance by the City Council may be made either at the same session or at any adjourned session of the same meeting held within the twenty-one (21) days next following.

8. If the City Council does not make a final acceptance of the highest bid, the City Council may, either at the same session or at any adjourned session of the same meeting held within the twenty-one (21) days next following, if it deems the action to be for the best public interest, reject any and all bids, either written or oral, and withdraw the property from lease.

9. The City is leasing all its interest in and to the parcel of land described above subject to all terms and conditions stated herein, and subject to all conditions, exceptions and reservations of record. The City makes no guarantee of title or of the accuracy of the description of said lands.

10. Without limiting any obligation of the lessee, execution of the lease by the City is

expressly conditioned upon prior satisfaction of the following conditions of the lessee within ten (10) business days of the date of approval of the lease by the City Council: (a) execution and delivery of the approved lease containing the lessee's signature to the City, (b) performance and compliance with all the terms or conditions of the lease which are to be performed concurrently therewith, and (c) payment all costs and expenses to the City by cash or cashier's check. Failure of the lessee to satisfy any of the foregoing requirements shall result in automatic cancellation of the lease.

11. The City Council may only finally accept a bid which is made by a responsible bidder.

12. The City Council reserves the right to waive technical or minor variations, omissions or irregularities in any bid, so long as the waiver does not give the bidder a competitive advantage over other bidders.

13. **IT IS FURTHER RESOLVED THAT** upon adoption of this Resolution by the City Council and performance of and compliance with all the terms or conditions of the lease which are to be performed concurrently therewith, the draft lease now on file with the Elko City Clerk, subject to adding the name of the successful bidder and appropriate dates, and correcting any minor, nonsubstantive errors and irregularities, shall be signed by the Mayor and attested by the City Clerk and shall be in full force and effect after its adoption.

PASSES AND ADOPTED this 26th day of January 2021.

END OF RESOLUTION AND ORDER.

DATED this 26th Day of January 2021.

ATTEST:

CITY OF ELKO

By: _____
REECE KEENER, Mayor

KELLY WOOLDRIDGE, City Clerk

VOTE:

AYES:

NAYES: None

ABSENT: None

ABSTAIN: None