



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 special session on Thursday, February 11, 2021 at 4:00 P.M.–7:00 P.M., P.S.T. at the Elko Convention Center, Turquoise Room and by utilizing **GoToMeeting.com**

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

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<https://global.gotomeeting.com/join/629912813>

ELKO CITY HALL

1751 College Avenue, Elko, NV 89801

Date/Time Posted: 3:00 p.m. P.S.T., Friday, February 5, 2021

Posted by: Kim Wilkinson	Administrative Assistant <i>Kim Wilkinson</i>
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>**

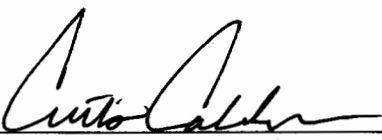
The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone at: **<https://global.gotomeeting.com/join/>** You can also dial in using your phone at **+1 (872) 240-3311** the Access Code for this meeting is **629-912-813** Public Comment and questions can be received by calling (775) 777-0590 or by emailing: **cityclerk@elkocitynv.gov**

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Dated this 5th day of February, 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
SPECIAL MEETING
4:00 P.M., P.S.T.
THURSDAY, FEBRUARY 11, 2021
ELKO CONVENTION CENTER,
TURQUOISE ROOM
<https://global.gotomeeting.com/join/629912813>

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 26, 2021 Regular Session

I. PRESENTATIONS

- A. Reading of a proclamation by the Mayor in recognition of the month of February as Elko County CattleWomen "Beef Month", and matters related thereto. **INFORMATION ONLY – NO ACTION WILL BE TAKEN**
- B. Presentation of a Certificate of Appreciation for Andrew Storla, Water/Sewer Operator III, in recognition of his military service with the 100th Quartermaster Water Purification & Distribution Company, Nevada Army National Guard, and matters related thereto. **INFORMATION ONLY – NO ACTION WILL BE TAKEN**
- C. Northeastern Nevada Regional Hospital (NNRH) Update by CEO Steve Simpson, and matters related thereto. **INFORMATION ONLY – NO ACTION WILL BE TAKEN**

II. CONSENT AGENDA

- A. Review, consideration, and possible approval for the Elko Police Department to accept a \$1,000.00 donation from Home Depot, and matters related thereto. **FOR POSSIBLE ACTION**

III. PERSONNEL

- A. Employee Introductions:
 - 1.) Trey Bauders, Patrol Officer, Police Department

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 approval of Ruby Mountain Lock & Safe Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- D. Review and possible ratification of General Hand-Cut Checks, and matters related thereto. **FOR POSSIBLE ACTION**
- E. Review, consideration, and possible approval for the Fire Department to apply for the 2021 FEMA Assistance to Firefighters Grant, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko Fire Department would like to apply for the 2021 FEMA Assistance to Firefighters Grant. This grant would be used to purchase mobile radios and mobile repeaters. Total amount of the grant would be approximately \$45,505.00 with a 10% match. JS

V. NEW BUSINESS

- A. Review, consideration, and possible authorization for Staff to obtain a new appraisal for APN 001-013-018, located generally east of Sewell Drive, south of Walnut Street and north of West Sage Street, consisting of a 2,643 square foot parcel, and to thereafter commence the process of advertising the property for sale pursuant to NRS 268.059 and 268.062, and matters related thereto. **FOR POSSIBLE ACTION**

On August 25, 2020, City Council held a public auction for the sale of approximately 3,073 square feet of City owned property known as APN 001-013-018. The Butch Smales Family Revocable Living Trust was the successful bidder. During the title investigation process, it was determined that approximately 430

square feet of APN 001-013-018 is not owned by the City of Elko. The City is currently working with the Butch Smales Family Revocable Living Trust on an agreement for the rescission of the previous transaction. The City then intends to sell the remainder of the parcel owned by the City in the manner authorized under Nevada law. CL

- B. Review, consideration, and possible approval of an agreement with the Butch Smales Family Revocable Living Trust to mutually rescind the sale of APN 001-013-018, located generally east of Sewell Drive, south of Walnut Street and north of West Sage Street, and matters related thereto. **FOR POSSIBLE ACTION**

On August 25, 2020, City Council held a public auction for the sale of approximately 3,073 square feet of City owned property. During the title process, it was determined that approximately 430 square feet of APN 001-013-018 is not owned by the City of Elko. The City now seeks to enter into an agreement with Butch Smales Family Revocable Living Trust to rescind the transaction. CL

- C. Review, consideration, and possible action to accept the 2020 Annual Report of Planning Commission Activities, and matters related thereto. **FOR POSSIBLE ACTION**

Pursuant to City Code Section 3-4-23, the Planning Commission is required to prepare and present an Annual Report of its activities to Council. On February 2, 2021, the Planning Commission took action to approve the 2020 Annual Report of Planning Commission Activities and forward it to the Council. CL

VI. RESOLUTIONS AND ORDINANCES

- A. Review, consideration, and possible adoption of Resolution No. 07-21, a resolution of the City Council approving the lease of real property less than 25,000 square feet, and matters related thereto. **FOR POSSIBLE ACTION**

Plaza Forty, LLC previously held a Lease Agreement to use City of Elko property located at Well Site #12, adjacent to 1900 Idaho Street, for parking. The agreement expired November 12, 2018, but Plaza Forty, LLC has continued paying the monthly lease. Plaza Forty, LLC desires to continue utilizing the City property for parking. NRS 268.064 provides that the governing body may lease the property without an appraisal or public offering if the property is less than 25,000 square feet and a Resolution has been adopted finding that the proposed lease is in the best interest of the City. Resolution No. 07-21 begins the process for the continued lease. MR

- B. Review, consideration, and possible approval of Resolution No. 08-21, a resolution authorizing the expenditure of funds by the Redevelopment Agency from its Special Revenue Fund in the amount of \$675,000, for the work proposed for the 4th, 5th, and 6th Street Block Ends Project, and matters related thereto. **FOR POSSIBLE ACTION**

RDA approved the Block Ends Project as Project 3 of Phase 1 at their February 14, 2017 meeting. As per the Redevelopment Plan, Council must give consent on the expenditures. CL

VII. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Review, consideration, and possible approval of issuing a revised Retail Liquor License to Gold Bar / Sartini Gaming, LLC, modifying the current Retail Liquor License to remove Sean Higgins and add Phyllis Gilland and Stephen Arcana, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Discussion of the rules on placement of sheds within the City of Elko, the Variance process, and the associated Variance fees, and matters related thereto. **FOR POSSIBLE ACTION**

The property owners of 2034 Eagle Ridge Loop built a shed in the exterior side yard of their lot without permits and after being informed that a shed would not be allowed in that location. City Code Section 3-2-5(B)(6) requires that accessory structures comply with the same setbacks as the primary structure and Section 2-1-4(G)(1)(a)(1)(A) requires a building permit for accessory structures of any size within residential areas. The Development Manager, acting as the City's Code Enforcement Officer, sent out two violation letters to the property owners. This discussion was requested by the property owners as a result of those letters. MR

VIII. 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

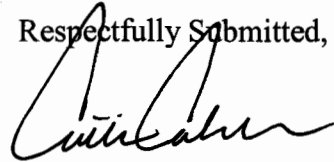
COMMENTS BY THE GENERAL PUBLIC

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

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

ADJOURNMENT

Respectfully Submitted,

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

Curtis Calder
City Manager

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

SS January 26, 2021

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, July 28, 2020. Due to the restrictions found in the State of Nevada Emergency Directive 006, the meeting was held in the Ruby Room of the Elko Convention and Visitors Authority, 700 Moren Way, Elko and via GoTo Meeting.

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

CALL TO ORDER

ROLL CALL

Mayor Present: Reece Keener

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

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

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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

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

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

APPROVAL OF MINUTES: January 12, 2020 Regular Session

The minutes were approved by general consent.

I. PRESENTATIONS

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

Mayor Keener read the Proclamation.

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

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

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

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

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

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

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

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

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

VII. NEW BUSINESS

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

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

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

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

Mayor Keener stated he was onboard.

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

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

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

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

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

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

The motion passed unanimously. (5-0)

I. PRESENTATIONS (Cont.)

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

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

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

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

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

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

Mr. Wiley answered no.

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

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

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

The motion passed unanimously. (5-0)

II. CONSENT AGENDA

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

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

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

The motion passed unanimously. (5-0)

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

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

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

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

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

The motion passed unanimously. (5-0)

III. PERSONNEL

A. Employee Introductions:

- 1) Ron Fahrney, Building Inspector, Building Department

Present and introduced.

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

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

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

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

The motion passed unanimously. (5-0)

IV. APPROPRIATIONS

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

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

The motion passed unanimously. (5-0)

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

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

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

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

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

The motion passed unanimously. (5-0)

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

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

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

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

The motion passed unanimously. (5-0)

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

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

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

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

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

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

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

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

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

The motion passed unanimously. (5-0)

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

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

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

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

The motion passed unanimously. (5-0)

V. SUBDIVISIONS

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

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

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

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

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

The motion passed unanimously. (5-0)

X. 5:30 P.M. PUBLIC HEARINGS

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

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

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

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

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

Mayor Keener called for public comment.

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

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

The motion passed unanimously. (5-0)

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

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

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

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

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

Mayor Keener called for public comment without a response.

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

The motion passed unanimously. (5-0)

VI. UNFINISHED BUSINESS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mayor Keener called for public comment.

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

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

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

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

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

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

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

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

The motion passed unanimously. (5-0)

VII. NEW BUSINESS (Cont.)

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

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

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

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

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

The motion passed unanimously. (5-0)

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

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

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

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

Mayor Keener agreed with the campaign.

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

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

The motion passed unanimously. (5-0)

VIII. RESOLUTIONS AND ORDINANCES

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

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

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

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

The motion passed unanimously. (5-0)

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

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

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

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

The motion passed unanimously. (5-0)

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

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

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

Mayor Keener asked what is he really trying to accomplish.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Councilwoman Simons read the resolution as revised into the record.

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

The motion passed unanimously. (5-0)

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

IX. PETITIONS, APPEALS, AND COMMUNICATIONS

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

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

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

The motion passed unanimously. (5-0)

XI. REPORTS

- A. Mayor and City Council

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

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

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

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

- B. City Manager

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

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

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

COMMENTS BY THE GENERAL PUBLIC

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

There were no public comments.

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

Mayor Reece Keener

Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval for the Elko Police Department to accept a \$1,000.00 donation from Home Depot, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 11, 2021**
3. Agenda Category: **CONSENT ITEM**
4. Time Required: **5 Minutes**
5. Background Information:
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Recommend approval for the Elko Police Department to accept a \$1,000.00 donation from Home Depot.**
10. Prepared by: **Elko Police Chief Ty Trouten**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution: **N/A**

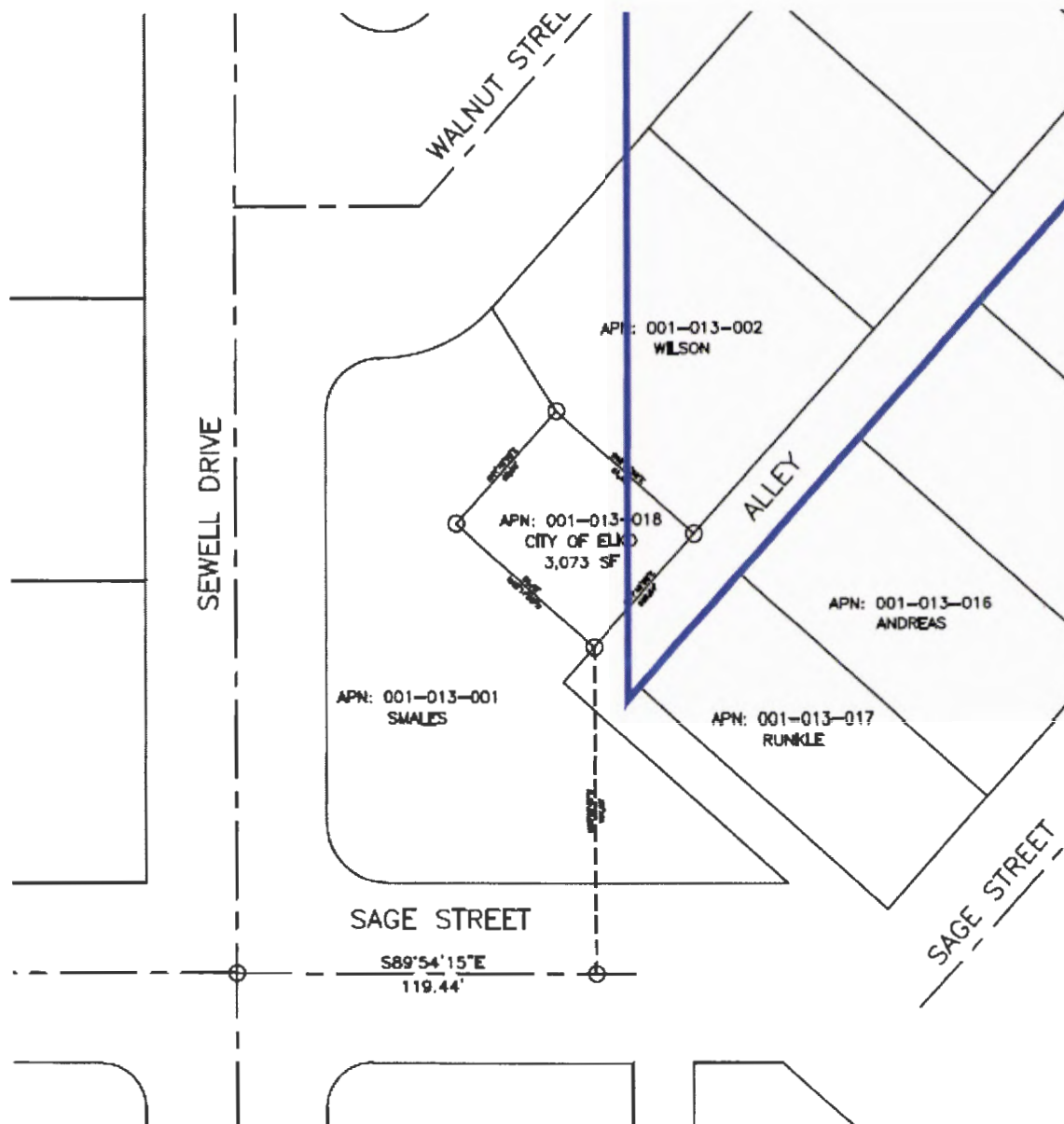
**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval for the Fire Department to apply for the 2021 FEMA Assistance to Firefighters Grant, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 11, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **The City of Elko Fire Department would like to apply for the 2021 FEMA Assistance to Firefighters Grant. This grant would be used to purchase mobile radios and mobile repeaters. Total amount of the grant would be approximately \$45,505.00 with a 10% match. JS**
6. Budget Information:
 Appropriation Required: **\$4,136.73**
 Budget amount available: **\$4,136.73**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Recommend approval for the Fire Department to apply for the FEMA Assistance to Firefighters Grant in the amount of \$45,505.00.**
10. Prepared by: **Jack Snyder, Deputy Fire Chief**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: Review, consideration, and possible authorization for Staff to obtain a new appraisal for APN 001-013-018, located generally east of Sewell Drive, south of Walnut Street and north of West Sage Street, consisting of a 2,643 square foot parcel, and to thereafter commence the process of advertising the property for sale pursuant to NRS 268.059 and 268.062, and matters related thereto. **FOR POSSIBLE ACTION**
2. Meeting Date: **February 11, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **On August 25, 2020, City Council held a public auction for the sale of approximately 3,073 square feet of City owned property known as APN 001-013-018. The Butch Smales Family Revocable Living Trust was the successful bidder. During the title investigation process, it was determined that approximately 430 square feet of APN 001-013-018 is not owned by the City of Elko. The City is currently working with the Butch Smales Family Revocable Living Trust on an agreement for the rescission of the previous transaction. The City then intends to sell the remainder of the parcel owned by the City in the manner authorized under Nevada law. CL**
6. Budget Information:

Appropriation Required:
Budget amount available:
Fund name:
7. Business Impact Statement:
8. Supplemental Agenda Information:
9. Recommended Motion: **Upon execution of an agreement with the Butch Smales Family Revocable Living Trust to rescind the previous transaction, direct Staff to obtain an appraisal for the property known as APN 001-013-018 consisting of 2,643 square foot parcel and thereafter commence the process of advertising for the sale of the remainder of the parcel owned by the City pursuant to NRS 268.059 and 268.062.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Legal Counsel**
12. Council Action:
13. Council Agenda Distribution: **Sue Smales
1400 Sewell Drive
Elko, NV 89801
msmales@elkocountynv.net
elkopapatty28@gmail.com**



**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of an agreement with the Butch Smales Family Revocable Living Trust to mutually rescind the sale of APN 001-013-018, located generally east of Sewell Drive, south of Walnut Street and north of West Sage Street, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 11, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **On August 25, 2020, City Council held a public auction for the sale of approximately 3,073 square feet of City owned property. During the title process, it was determined that approximately 430 square feet of APN 001-013-018 is not owned by the City of Elko. The City now seeks to enter into an agreement with Butch Smales Family Revocable Living Trust to rescind the transaction. CL**
6. Budget Information:
 Appropriation Required:
 Budget amount available:
 Fund name:
7. Business Impact Statement:
8. Supplemental Agenda Information: **Mutual Rescission and Release agreement**
9. Recommended Motion: **Approve an agreement with the Butch Smales Family Revocable Living Trust to rescind the sale of APN 001-013-018 and authorize the Mayor to sign the agreement on behalf of the City.**
10. Prepared by: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Legal Counsel**
12. Council Action:
13. Council Agenda Distribution: **Sue Smales**
 1400 Sewell Drive
 Elko, NV 89801
 msmales@elkocountynv.net
 elkopapatty28@gmail.com

MUTUAL RESCISSION AND RELEASE AGREEMENT

This Mutual Rescission and Release Agreement (the "Rescission Agreement") is made and entered into this ____ day of _____, 2021 (the "Rescission Date") by and between the **BUTCH SMALES FAMILY REVOCABLE LIVING TRUST, dated September 20, 1996**, hereinafter called the "Buyer," and the **CITY OF ELKO**, a municipal corporation and body politic within the County of Elko, State of Nevada, hereafter called the "Seller."

RECITALS

WHEREAS, the Seller previously believed in good faith that it owned all right, title and interest in and to the following real property, commonly known as Assessor's Parcel Number 001-013-018:

A parcel of land in the City of Elko, Nevada, consisting of 3,073 square feet, more or less, and described at Exhibit A hereto (entitled "Legal Description") and shown on the map at Exhibit B hereto (entitled "Display Map").

The foregoing parcel is hereinafter referred to as the "Property;"

WHEREAS, at the August 25th, 2020 regular meeting of the Elko City Council, an auction for the sale of the Property was held, during which the Buyer made a successful bid to purchase the Property;

WHEREAS, on August 25th, 2020, the Buyer and Seller executed a Contract of Purchase and Sale of the Property;

WHEREAS, subsequently, the Seller learned of a defect in the title to the Property;

WHEREAS, the Buyer and Seller have agreed to mutually rescind the purchase and sale of the Property;

WHEREAS, the Seller may hereafter readvertise for sale the portion of the Property to which it has clear title;

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

1. **RESCISSION.** The Buyer and Seller hereby rescind the Contract of Purchase and Sale of the Property dated August 25th, 2020 *ab initio* and each party is restored to its respective position prior to August 25th, 2020.

2. **MUTUAL RELEASE OF LIABILITY.** Effective as of the Rescission Date,

each party hereby releases and forever discharges the other party from all causes of action, suits, debts, obligations, claims, liabilities and demands whatsoever that it may have regarding the Property and the purchase and sale thereof.

3. READVERTISEMENT AND SALE. The Seller may hereafter readvertise, offer for sale and sell the remaining portion of the Property to which it has clear title.

4. ADDITIONAL PROVISIONS.

A. Time. Time is of the essence of this Rescission Agreement. In the event that any date specified in this Rescission Agreement 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.

B. Execution of Additional Documents. Seller and Buyer agree to execute and/or deliver, or cause to be executed and/or delivered such other documents and/or materials as may be reasonably necessary to effect the rescission contemplated by this Rescission Agreement.

C. Governing Law. The validity, construction and enforceability of this Rescission Agreement shall be governed in all respects by the laws 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.

D. Entire Agreement; Modification; Waiver. This Rescission Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings in relation thereto. No supplement, modification or amendment of this Rescission Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Rescission Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

E. Counterparts. This Rescission Agreement may be executed in one or more counterparts, and each counterpart shall constitute an original instrument, but all such counterparts shall only constitute one and the same instrument.

F. Captions. The captions of this Rescission Agreement do not in any way limit or amplify the terms and provisions of this Rescission Agreement.

G. Attorney Fees. In the event of any litigation between the parties hereto arising out of this Rescission Agreement, or if one party seeks to judicially enforce the terms of this Rescission Agreement, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorneys' fees.

H. Non-Assignability. This Rescission Agreement may not be assigned or transferred without the express written consent of the non-assigning or non-transferring party.

I. Severability. Wherever possible, each provision of this Rescission Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement.

J. Jury Trial Waiver.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES KNOWINGLY AND FREELY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS RESCISSION AGREEMENT. THE PARTIES ACKNOWLEDGE AND REPRESENT THAT THE RIGHT TO A JURY TRIAL IS AN IMPORTANT RIGHT, THAT EACH HAS REVIEWED THIS WAIVER WITH LEGAL COUNSEL OF ITS OWN CHOOSING, OR HAS HAD AN OPPORTUNITY TO DO SO, THAT THIS PROVISION IS A MATERIAL AND NEGOTIATED TERM OF THIS RESCISSION AGREEMENT, THAT EACH PARTY WOULD NOT ENTER INTO THIS RESCISSION AGREEMENT BUT FOR THE JURY TRIAL WAIVER, AND THAT EACH PROVIDES THIS WAIVER HAVING HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF ITS CHOOSING.

SELLER:

CITY OF ELKO

By: _____
REECE KEENER, Mayor

ATTEST:

KELLY WOOLDRIDGE, City Clerk

BUYER:

**BUTCH SMALES FAMILY
REVOCABLE LIVING TRUST, dated
September 20, 1996**

By: _____
**SUE B. SMALES, BY DAVID
MICHAEL SMALES AS
ATTORNEY-IN-FACT FOR
SUE B. SMALES AS TRUSTEE**

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to accept the 2020 Annual Report of Planning Commission Activities, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 11, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Pursuant to City Code Section 3-4-23, the Planning Commission is required to prepare and present an Annual Report of its activities to Council. On February 2, 2021, the Planning Commission took action to approve the 2020 Annual Report of Planning Commission Activities and forward it to the Council. 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: **2020 Annual Report of Planning Commission Activities**
9. Recommended Motion: **Accept the 2020 Annual Report of Planning Commission Activities**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission**
12. Council Action:
13. Agenda Distribution:

City of Elko Planning Commission 2020 Annual Report

Chairman Jeff Dalling

Vice-Chairman Evi Buell

Secretary Tera Hooiman

Commissioner John Anderson

Commissioner Gratton Miller

Commissioner Stefan Beck

Commissioner Giovanni Puccinelli

APPLICATIONS PROCESSED

A summary of the tasks and accomplishments of the City of Elko Planning Commission for the 2020 calendar year:

<u>Application</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Annexations	0	1*	1
Boundary Line Adjustments (admin.)	5	6	0
Conditional Use Permits	4	13*	7*
Appeals (City Council)	1	1	0
Curb, Gutter, Sidewalk Waivers	0 (C.C.)	2 (C.C.)	2 (C.C.)
Detachments	0	1*	0
Home Occupation Permits (admin.)	31	42	53*
Land Sales/Leases/Acquisitions (C.C.)	5	1	0
Parcel Maps (mostly administrative)	9	9	10
Parking Waivers	0	0	2
Reversions to Acreage (City Council)	0	0	1
Revocable Permits (mostly City Council)	4	1	5
Rezones	6	5	8
Site Plan Reviews	0	0	2
Subdivisions			
Pre-Applications, Stage 1	3	7	4
Tentative Maps	3	5	3
Final Maps	6	4	7
Temporary Sign Clearances (admin.)	2	4	2
Temporary Use Permits	1	1	2*
Vacations	4*	12*	4
Variances	4	4	13*
Appeals (City Council)	0	0	1
* see next page	TOTAL	119	127

APPLICATIONS PROCESSED Cont.

Application

Annexations

1 – 2019 Annexation application
withdrawn by applicant

Conditional Use Permits

1 – 2018 Conditional Use Permit Transfer
from 2003

1 – 2018 Conditional Use Permit Transfer
from 1986

1 – 2019 Conditional Use Permit Transfer
from 1995

Detachments

1 – 2019 Detachment application
withdrawn by applicant

Home Occupation Permits (admin.)

1 – 2018 application withdrawn

Temporary Use Permits

1 – 2018 application withdrawn

Vacations

8 – 2019 applications for the City of Elko
NO CHARGE

1 – 2020 application pending

Variances

1 – 2018 application refunded

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

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

CITY OF ELKO
MASTER PLAN and other
PROJECT PLANS

- **Zoning revisions or clarification on properties throughout the City of Elko. (Ongoing)**
- **Review zoning for the RMH districts, revise map. (In progress)**
- **Master Plan Amendment No. 1-20 – Amend Atlas Map 8, Land Use Component, Transportation Component, & Atlas Maps 11 & 12**
- **Master Plan Amendment No. 2-20 – Amend Atlas Map 8 on S 5th Street & Amend Land Use Component by adding RO District to Downtown Mixed Use**
- **Master Plan Amendment No. 3-20 – Amend Atlas Map 8 on 6 parcels near W. Cedar & D Street, 1 parcel on Front Street, & 1 parcel on Ruby Vista & College Parkway.**

PLANNING DEPARTMENT FILING FEES COLLECTED

	<u>2020</u>	<u>2019</u>
Annexations	\$ 0	\$ 0
Boundary Line Adjustments	\$ 800	\$ 1,200
Conditional Use Permits	\$ 3,325	\$ 9,375
Curb, Gutter and Sidewalk Waivers	\$ 0	\$ 500
Home Occupation Permits	\$ 1,550	\$ 2,100
Parking Waivers	\$ 0	\$ 0
Parcel Maps	\$ 2,275	\$ 2,225
Reversions to Acreage	\$ 0	\$ 0
Revocable Permits	\$ 1,600	\$ 400
Rezones	\$ 1,000	\$ 2,500
Subdivisions	\$ 11,450	\$ 13,200
Temporary Use Permits	\$ 300	\$ 300
Vacations	\$ 2,400	\$ 2,400
Variances	\$ 1,500	\$ 1,750

TOTAL FEES COLLECTED FOR 2020
\$26,200

2019 - \$35,950 (difference of -\$9,750)

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible adoption of Resolution No. 07-21, a resolution of the City Council approving the lease of real property less than 25,000 square feet, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 11, 2021**
3. Agenda Category: **RESOLUTION**
4. Time Required: **10 Minutes**
5. Background Information: **Plaza Forty, LLC previously held a Lease Agreement to use City of Elko property located at Well Site #12, adjacent to 1900 Idaho Street, for parking. The agreement expired November 12, 2018, but Plaza Forty, LLC has continued paying the monthly lease. Plaza Forty, LLC desires to continue utilizing the City property for parking. NRS 268.064 provides that the governing body may lease the property without an appraisal or public offering if the property is less than 25,000 square feet and a Resolution has been adopted finding that the proposed lease is in the best interest of the City. Resolution No. 07-21 begins the process for the continued lease. 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: **Resolution, Application, Previous Lease Agreement**
9. Recommended Motion: **Adopt Resolution No. 07-21**
10. Prepared by: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **City Attorney**
12. Council Action:
13. Agenda Distribution: **Plaza Forty, LLC
Attn: Gerald Ross
P.O. Box 2178
Newport Beach, CA 92659
plazafortyllc@gmail.com**

**CITY OF ELKO
RESOLUTION NO. 7-21**

**A RESOLUTION OF THE ELKO CITY COUNCIL
APPROVING THE LEASE OF REAL PROPERTY
LESS THAN 25,000 SQUARE FEET**

WHEREAS, Nevada Revised Statute 268.064 provides that, subject to meeting publication requirements and conducting a public hearing, the governing body of a city may offer any city-owned building or any portion thereof or any other real property for lease without complying with the provisions of NRS 268.059, 268.061, and 268.062 if: (a) the area of the building space or other real property is less than 25,000 square feet; and (b) the governing body adopts a resolution stating that it is in the best interest of the city to lease the property: (1) without offering the property to the public; and (2) for less than the fair market value of the building space or other real property, if applicable.

WHEREAS, pursuant to Nevada Revised Statute 268.064, a lease of a city-owned building or any portion thereof or any other real property may be made on such terms and conditions as the governing body of the city deems proper; provided, the duration of such a lease must not exceed 3 years and may include an extension for not more than an additional 2 years.

WHEREAS, the Elko City Council has received and reviewed the Application for Sale or Lease of City Owned Land submitted by Plaza Forty, LLC for the lease of the following-described real property:

A Parcel located in the NE ¼ SW ¼ of Section 11, Township 34 North, Range 55 East of the MDB&M Elko County, Nevada being City Well site number 12 and described as follows: Beginning at the center of said Section 11, Township 34 North, Range 55 East, a point which is located 981.39' at a bearing of N36°55'18" E from the true point of beginning, corner 1. From the point of beginning thence S 58°37'00" E a distance of 108.00' to corner 2; Thence S31°22'55" W a distance of 96.96' to corner 3; Thence N58°37'00" W a distance of 108.00' to corner 4; Thence N31°22'55" E a distance of 96.96' to the point of beginning containing 10,471.87 SF.

The total lease area shall be 10,471.87 SF, less the square footage of Well 12, being 700 SF, for a total lease area of 9,771.87 SF.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE ELKO CITY COUNCIL that, in accordance with NRS 268.064(2)(a), the City Clerk is hereby directed to have published at least once, in a newspaper qualified under Chapter 238 of NRS that is published in Elko County, a notice setting forth a description of the Property to be leased; and

IT IS FURTHER RESOLVED that this Resolution shall be effective and shall be in force immediately upon adoption, and 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.

PASSED AND ADOPTED this 11th day of February, 2021.

CITY OF ELKO

By: _____
REECE KEENER, MAYOR

ATTEST:

KELLY WOOLDRIDGE, CITY CLERK

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801 * (775)

777-7160 * (775) 777-7219 fax

APPLICATION FOR SALE OR LEASE OF CITY OWNED LAND

APPLICANT(S): **Plaza Forty, LLC**
ADDRESS: **PO Box 2178, Newport Beach, CA 92659**
PHONE NO (Home): **(949) 723-4637** (Business): **(949) 723-4637** (Fax): **(949) 574-2994**

I, the undersigned applicant, hereby requests the Elko City Council advertise for sale or lease, by sealed bid/public auction on terms/or cash, a parcel of land owned by the City of Elko and further described below:

ASSESSORS PARCEL #, LEGAL DESCRIPTION, AND LOCATION OF PROPERTY: (Attach if necessary):

Subject Property: APN 001-590-008 (City's Water Pump Station & 21 parking spaces), 1924 Idaho Street, Elko, NV 89801

Applicant's Neighboring Property: APN 001-590-017; Parcel #1 of Parcel Map for City of Elko, as filed in the Elko County, NV Recorder's office on 10/14/1986, Doc. 220695

(Attach a small site plan)

FILING REQUIREMENTS:

- 1) In order to begin processing the request, an Application for Sale or Lease of City Owned Land must be completed and signed.
- 2) There is no filing fee at this time, however applicants are required to deposit a sufficient amount of money to pay the costs to be incurred by the City of Elko in acting upon the application. These costs include the expense of the appraisal and associated publications. The deposit amount will be determined on a case-by-case basis. Applicants shall be notified of the deposit amount required to process the application.
- 3) Successful bidders shall be responsible for the costs of acting upon the application. If someone other than the applicant is the successful bidder, the costs will be obtained from the successful bidder and the money deposited by the applicant will be refunded.
- 4) If costs exceed the original deposit amount, successful bidders shall pay the difference. If costs are less than the deposit, successful bidders shall be refunded the difference. Deposits shall only be returned to non-successful bidders. *Applicants who fail to submit a bid on the property forfeit their deposit.*
- 5) The notice of sale or lease of the property must be advertised by Public Notice once a week for three (3) successive weeks in a local newspaper. All bids must conform to the notice of land sale or lease and must be filed in the Office of the City Clerk in a sealed envelope prior to the time set for receiving bids. Anyone, including anyone not submitting a bid, may raise the offer by five percent (5%) at the time of the auction and the auction will proceed accordingly.

APPLICANT'S SIGNATURE:

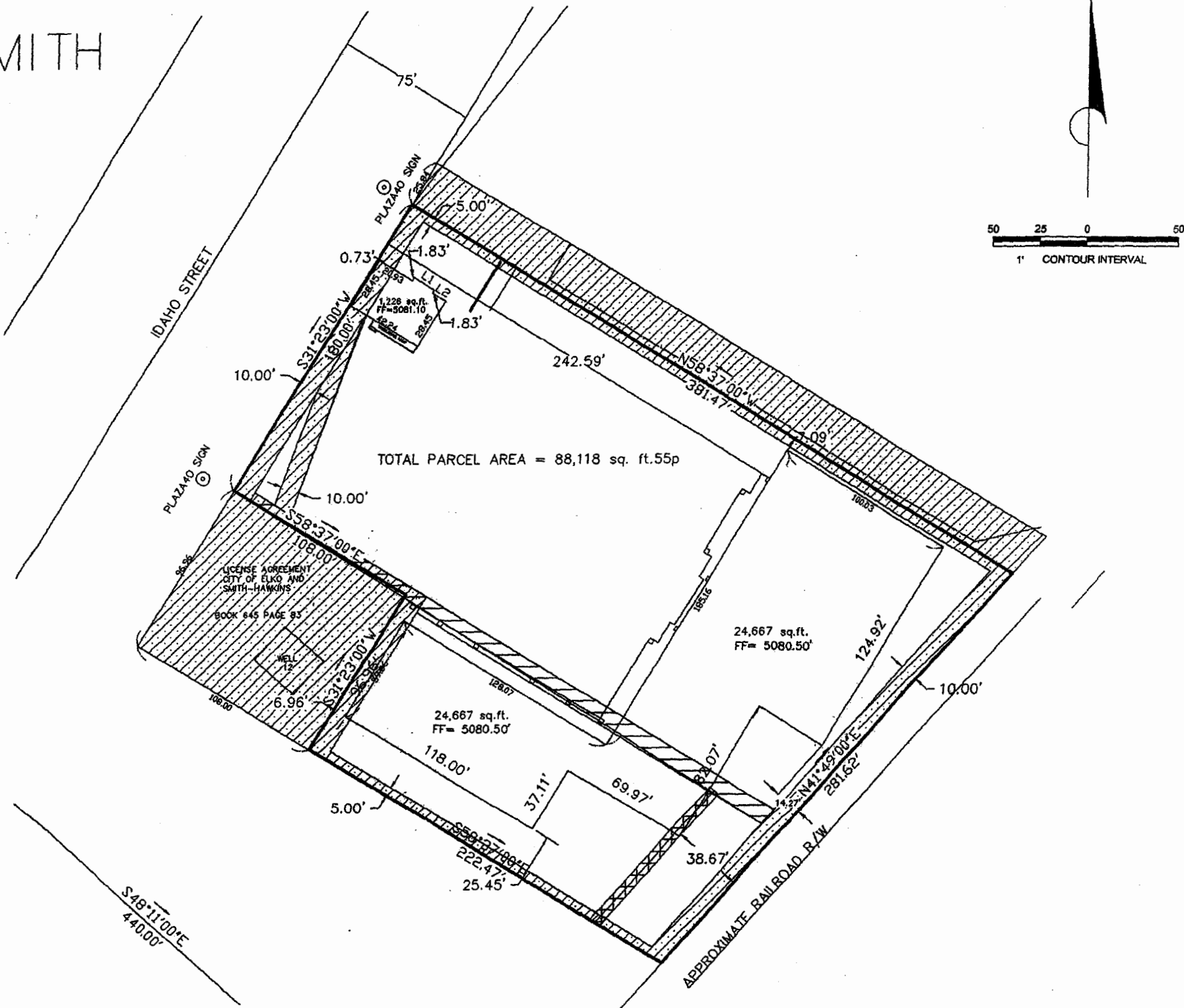
APPLICANT'S PRINTED NAME:

Gerald Ross, Managing Member

OFFICE USE ONLY

File No.: _____ Date Filed: _____ Deposit Paid: _____

WITH



CITY OF ELKO



☒ Subject Parcel
☐ Parcel

Reference Documents:
Parcel Map # 162307, 220695
Doc # 581685, 611249
Deed# 626070

For assessment use only, does not
represent a survey, no liability
for accuracy is assumed. Other
uses forbidden unless approved by
Edin County Assessor

Last Revised: 04/2009 JLS



CITY OF ELKO

Office of the City Clerk

Website: www.elkocity.com

Email: cityclerk@ci.elko.nv.us

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7126 • Fax (775) 777-7129

September 1, 2016

Plaza Forty, LLC
P.O. Box 2178
Newport Beach, CA 92659

SUBJECT: Plaza Forty, LLC

Dear Ed Murphy,

The City of Elko received your request to extend the Lease Agreement between the City of Elko and Plaza Forty, LLC. The new expiration date for the lease is November 12, 2018.

Please feel free to contact me regarding any questions. I can be reached at (775) 777-7126.

Sincerely,

Shanell Owen, MMC
City Clerk/Treasurer

Shanell Owen

From: Ed Murphy <edmurphy1@gmail.com>
Sent: Tuesday, August 30, 2016 1:47 PM
To: Shanell Owen
Subject: Lease Option

City of Elko Nevada

Dear Sir/Madam,

Re; Land Lease on parcel #001-590-008.

According to the Lease dated November 12, 2013, which is due to expire on November 12, 2016.

Plaza Forty, LLC, the Lessee, has the Option of extending the Lease for an additional two(2) years.

Please consider this email to be notification of our acceptance of the two year extension.

Any questions please call 949-574-2990.

Regards,

Ed Murphy,

Managing Member

Plaza Forty, LLC

Diann Byington

From: Diann Byington
Sent: Monday, September 14, 2015 2:43 PM
To: 'assessor@elkocountynv.net'
Subject: Parcel 001-590-008
Attachments: Plaza Forty - assignment for Hawkins-Smith.pdf

Attached is a Consent to Assignment of a Lease Agreement. Plaza Forty, LLC has bought Hawkins-Smith and as a result, Plaza Forty will be responsible for taxes on the parcel number indicated above. I show the address for Plaza Forty, LLC to be: P.O. Box 2178, Newport Beach, CA 92659.

If you have any questions regarding the foregoing do not hesitate to contact me.

Thank you,

Diann Byington

Recording Secretary
City of Elko
775-777-7127

**CONSENT TO ASSIGNMENT AND ASSUMPTION
OF LEASE AGREEMENT**

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (hereinafter the "Consent"), is given this 11th day of August, 2015 by the CITY OF ELKO, a municipal corporation and political subdivision of the State of Nevada, duly organized and existing under the laws of the State of Nevada, hereinafter called the "City," HAWKINS-SMITH, hereinafter called "Assignor," and PLAZA FORTY, LLC, a Nevada Corporation, hereinafter called "Assignee."

RECITALS

WHEREAS, Assignor entered into a Lease Agreement with the City dated November 12, 2013 for a three (3) year term; and

WHEREAS, the Lease Agreement is for 9,771.87 sq. ft., Parcel 001-590-008 within the City of Elko; and

WHEREAS, the term of the Lease has not yet expired; and

WHEREAS, the Lease Agreement may be assigned and assumed subject to the prior written consent of the City; and

WHEREAS, the City agrees that the Lease Agreement may be assigned to and assumed by Assignee.

NOW, THEREFORE, the City hereby grants its Consent to the assignment of the Lease Agreement to Assignee, conditional upon its assumption of all duties and obligations thereunder. The Assignment and Assumption of Lease Agreement between Assignor and Assignee is subjoined hereto.

DATED this 11th day of August, 2015.

CITY OF ELKO

By: _____


CHRIS J. JOHNSON, MAYOR

ATTEST:

Shanell Owen
SHANELL OWEN, CITY CLERK

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

Assignor hereby assigns to Assignee, and Assignee hereby assumes from Assignor, all rights, duties and obligations arising under the Lease Agreement.

ASSIGNOR:

HAWKINS-SMITH

Date: _____

ASSIGNEE:

PLAZA FORTY, LLC

Date: _____


ATTEST:

SHANELL OWEN, CITY CLERK

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

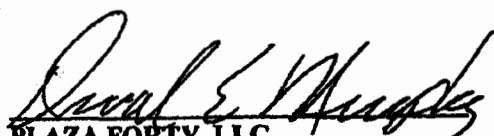
Assignor hereby assigns to Assignee, and Assignee hereby assumes from Assignor, all rights, duties and obligations arising under the Lease Agreement.

ASSIGNOR:



HAWKINS-SMITH
Date: 8/18/2015

ASSIGNEE:



PLAZA FORTY, LLC
Date: 8/21/15



July 23, 2015

Elko City Clerk
Attn: Shanell
1751 College Avenue
Elko, NV 89801

RE: Plaza 40 Lease
1910 Idaho Street

Dear Ms. Owen,

Hawkins Smith an Idaho General Partnership is in the process of selling the property at 1910 Idaho Street in Elko NV. We are looking to assign the Lease between Hawkins Smith and The City Of Elko. The new owner will be Plaza Forty LLC, a Nevada Corporation, and the closing is scheduled for August 12, 2015.

Please let us know if you have any questions and what we need to do to Assign this Lease. Thank you for your time.

Sincerely,

Victoria Johnson

Victoria Johnson, CPM®
Property Manager

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 12th day of November, 2013, by and between THE CITY OF ELKO, a municipal corporation organized and existing under the laws of the State of Nevada, hereinafter referred to as "Lessor," and Hawkins-Smith, an Idaho general partnership, hereinafter referred to as "Lessee".

WITNESSETH

For and in consideration of the mutual covenants contained herein, and subject to ratification and approval of the City of Elko through its City Council, Lessor does hereby rent, demise, let and lease unto Lessee the property described in Section 1.01 upon the terms and conditions hereinafter set forth:

ARTICLE I. DESCRIPTION OF REAL PROPERTY

Section 1.01. Description: Lessor leases to Lessee that certain real property located in the City of Elko, State of Nevada, more particularly shown or described on the map and legal description attached hereto as Exhibit "A", specifically defined as 10,471 sq. ft. minus the square footage of Well 12, being 700 sq. ft., resulting in a total lease area of 9771.87 sq. ft., Parcel 001-590-008 within the City of Elko. The foregoing is herein referred to as the "Property" or the "Leased Premises." All property leased to Lessee under this Lease shall be maintained by Lessee. In addition, any access points on the Property shall be maintained by Lessee.

Section 1.02. Term:

- (a) The initial term of this Lease shall commence on the date this agreement is executed by the Mayor and shall continue for a period of three years (the "Initial Term").
- (b) At the expiration of the Initial Term, Lessee shall have the option to extend the lease for an additional two year period. To exercise said option Lessee must notify Lessor in writing of its election to exercise this option not sooner than 120 days before the expiration of the Initial Term nor later than 60 days prior to the expiration of the Initial Term. In the event of such extension, the terms and conditions of this lease shall apply.

Section 1.03: Delivery of Possession.

- (a) Lessor shall put Lessee into physical possession of the Leased Premises upon the Mayor's execution of this lease.

(b) Lessor makes no representations concerning any use of the Leased Premises during Lessor's ownership of the Leased Premises regarding whether Hazardous Substances were deposited, stored, disposed of or placed upon, about or under the Leased Premises.

Section 1.04. Improvements: Lessee shall not construct any improvements upon the leased premises without the prior written approval of Lessor. In the event any improvements are authorized or Lessee undertakes any maintenance of the Leased premises, such work shall meet all of Lessor's applicable standards.

ARTICLE II.

RENT

Section 2.01. Amount: Lessee shall pay rent for the Leased Premises as follows:

(a) Monthly rent shall be calculated based at 29 cnts per square foot of the leased premises per year. The square footage of the premises is 9,771.87 square feet.

(b) Monthly rent of \$236.15 shall be due and payable on the first day of each month in advance during the lease from Lessee to Lessor. In the event the Lease begins or terminates resulting in less than one month of occupancy, Lessee shall pay a pro rata portion of a month's rent, which sum shall be due and payable at the beginning of such month or within 5 days of the execution of this Lease or any extension thereof.

(c) Until further notice by Lessor to Lessee, rent checks shall be payable to and mailed to:

City of Elko, c/o City Clerk's Office
1751 College Ave.
Elko, NV 89801

Section 2.02. Additional Assessments and Charges: In addition to the rent payable under this section, Lessee shall pay and discharge promptly as the same become due and before delinquency all taxes and assessments, whether general or special, of every kind which may be levied or assessed or become a lien on or against the leasehold of Lessee.

ARTICLE III.

USE OF PROPERTY

Section 3.01. Use: The Property may be used by Lessee for parking and/or ingress egress purposes only. Lessee agrees to restrict the use of the Property to such uses unless obtaining prior written consent of Lessor to use the Property in any other manner.

ARTICLE IV.
CONSTRUCTION IMPROVEMENTS

Section 4.01. Compliance with Laws: All construction, work, improvements, and alterations thereto, to the Property by Lessee or its agents, shall be done in good and workmanlike manner and in full compliance with all applicable local, state and federal laws, regulations and codes applicable to the use to which the Property will be put by Lessee. All such work shall be done in a good and workmanlike manner, free and clear of liens for labor and materials furnished Lessee.

ARTICLE V.
REPAIRS AND DESTRUCTION OF PROPERTY

Section 5.01. Maintenance of Improvements: Lessee shall, throughout the term of this Lease, at their own cost, and without any expense to Lessor, keep and maintain the Property, including all improvements of every kind which may be a part thereof, and all appurtenances thereto, in good, sanitary and neat order, condition and repair, and expect as specifically provided herein, restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty or any other cause whatsoever.

ARTICLE VI.
COMPLIANCE WITH LAWS/WASTE

Section 6.01. Applicable Laws: During the term of this Lease, Lessee shall comply with all city, county, state and federal and other applicable laws affecting the Property.

Section 6.02. Waste, Nuisance or Unlawful Activities: Lessee shall not commit, or allow to be committed, any waste on the Property, create or allow a nuisance to exist on the Property or use or allow the Property to be used for any unlawful purpose.

Section 6.03. Limited Environmental Indemnity: If it is determined by a governmental agency with jurisdiction that as a result of Lessee's activities in operating the Property that there is a violation of any Environmental Law and such governmental agency requires a cleanup or remediation program on the Property, Lessee will indemnify Lessor from expenses resulting from that cleanup or remediation program.

ARTICLE VII.
UTILITIES

Section 7.01. Payment by Lessee: With regard to the Property, Lessee shall pay for all associated utilities, if any.

ARTICLE VIII.
SIGNS, LESSEE'S FIXTURES

Section 8.01. Lessee shall not install and operate interior and exterior electric and other signs and advertising matter, machinery and other mechanical equipment on the Property.

Section 8.02. Lessee shall at all times have the right to remove all fixtures, machinery, equipment, appurtenances and other property furnished or installed by Lessee at Lessee's expense provided the Property is returned to the original state.

ARTICLE IX
ALTERATIONS

Section 9.01. Except as provided herein, at any time and from time to time, Lessee, at Lessee's cost and expense and in compliance with applicable law, may reconfigure or otherwise modify the site improvements as Lessee deems necessary or appropriate.

Section 9.02. Lessor covenants and agrees that during the continuance of this Lease, Lessor shall not, without Lessee's express written consent, make any alterations or additions to the Leased Premises.

ARTICLE X.
LIENS

Section 10.01. Prohibition against Liens: Lessee shall keep the Property free and clear from all mechanics' and materialmen's liens and other liens and encumbrances.

ARTICLE XI.
INDEMNIFICATION OF LESSOR

Section 11.01. Indemnification: Lessor shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessor by any person whomsoever may at any time be using or occupying or visiting the Property or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall indemnify Lessor against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damages. Lessee hereby waives all claims against Lessor for damages to improvements that shall be hereafter placed or built on the Property and to the property of Lessee in, on or about the Property, and for injuries to persons or property in or about the Property from any cause arising at any time during the term hereof. The two preceding

sentences shall not apply to loss, injury, death or damage arising by reason of the negligence or intentional misconduct of Lessor, its agents or employees.

Section 11.02. Insurance Liability: Lessee shall procure and maintain in force during the term of this Lease and any extension thereof, at Lessee's expense, public liability insurance adequate to protect Lessee and Lessor against liability for damage claims though public use or arising out of accidents occurring in or around the Property in a minimum amount of \$1,000,000 for each person injured; \$2,000,000 for any one accident; and \$500,000 for property damage. Lessee agrees to obtain a written obligation from insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies. Lessee agree that if such insurance policies are not kept in force during the entire term of this Lease or any extension thereof, Lessor may procure the necessary insurance and pay the premium thereof, and that such premium shall be repaid to Lessor as an additional rent installment. The proceeds from Lessee's casualty insurance hereunder shall be paid and applied only as determined by Lessee.

ARTICLE XII.

ASSIGNMENT AND SUB-LETTING

Section 12.01. Lessee shall not assign or sublet all or any portion of this lease without the prior written approval of Lessor.

ARTICLE XIII.

CASUALTY

Section 13.01. If the Property shall be damaged or destroyed by fire or other casualty, then Lessee at its option and sole cost and expense may repair and restore the same to such condition as Lessee deems necessary or desirable (with such changes as Lessee deems appropriate), and in the event of such restoration, the fixed rent and all other charges shall abate proportionately according to the extent of such damage or destruction; such abatement shall include a period reasonably necessary for Lessee to perform and complete such restoration. Lessee's repair and restoration (if any) shall be subject to then applicable legal requirements. If Lessee elects not to repair and restore the Leased Premises as herein provided, Lessee shall remove the damaged portions of the site improvements. If Lessee elects not to rebuild and restore the Leased Premises as herein provided, and such casualty has resulted in damage or destruction to fifty percent (50%) or more of the Property, then Lessee may cancel this Lease.

ARTICLE XIV.

INGRESS AND EGRESS

Section 14.01. Lessor further reserves the right to itself and its assigns to enter upon the Property for the purpose of constructing, maintaining, and repairing any right-of-ways and easements which may be placed or constructed or any utilities which exist or may be constructed in the future.

ARTICLE XV.
DEFAULT

Section 15.01. If any fixed rent is due and remains unpaid for ten (10) days after the date it is due, or if Lessee breaches any of the other covenants of this Lease and if such other breach continues for thirty (30) days after receipt of notice from Lessor, Lessor shall then have all legal rights and remedies available at law or equity and such default shall constitute grounds for termination of this lease, in the sole discretion of Lessor.

Section 15.02. If Lessor shall fail to perform any act or acts required of Lessor by this Lease and if such failure continues for ninety (90) days after receipt of notice from Lessee, Lessee shall then have the right to terminate this lease and exercise all its rights and remedies at law or equity. If Lessor shall in good faith within said ninety (90) days commence to correct such breach, and diligently proceed therewith to completion, then Lessor shall not be considered in default.

Section 15.03. No delay on the part of either party in enforcing any of the provisions of this Lease shall be considered as a waiver thereof. Any consent or approval granted by either party under this Lease must be in writing and shall not be deemed to waive or render unnecessary the obtaining of consent or approval with respect to any subsequent act or omission for which consent is required or sought.

ARTICLE XVI.
TITLE AND POSSESSION

Section 16.01. Lessor represents that Lessor has fee simple title to the Leased Premises and the right to make this Lease.

Section 16.02. Lessee may record a Memorandum of Lease concerning this agreement.

ARTICLE XVII.
CONDITION OF THE PROPERTY ON TERMINATION

Section 17.01. Lessee' Obligations: On termination or cancellation of this Lease for any cause, or upon the natural expiration of this Lease, Lessee, at their sole expense, must remove any personal property stored on the Property and restore the Property to its original state. If all personal property is not removed by said date, Lessee agrees to pay the City of Elko liquidated damages in the amount of \$100 per day for each day any of the personal property is not removed from the Property. HOWEVER, Lessor shall have the option of waiving this requirement, in writing, as to any and all improvements Lessor desires to remain in place.

ARTICLE XVIII.
MISCELLANEOUS PROVISIONS

Section 18.01. Waiver: The waiver by Lessor of its right to declare a forfeiture or pursue any other remedy pursuant to this Lease upon any default on the part of Lessee shall not violate any provision therefore herein contained, nor constitute a waiver of such right in connection with any future default, or any other obligation of Lessee herein contained to be done and performed.

Section 18.02. Inspection: Lessor, by its officers, employees or other authorized agents, shall have the right to enter upon the Property at any and all reasonable time during the term hereof for the purpose of informing itself as to the compliance by Lessee of the terms, covenants and conditions of this Lease to be kept upon its part.

Section 18.03. Notice: Whenever in this Lease it shall be required or permitted that notice be given by either party to this Lease or to the other, such notice must be in writing and must be given personally or forwarded by certified mail addressed as follows:

Lessor: City of Elko
 City Manager
 1751 College Avenue
 Elko, NV 89801

Lessee: Hawkins-Smith
 855 Broad St., Suite 300
 Boise, ID 83702

Such addresses may be changed from time to time by notice given hereunder.

Section 18.04. Binding Effect: This Lease shall be binding upon, and insure to the benefit of, and shall apply to the respective heirs, personal representatives, successors and assigns of Lessor and Lessee and all references in this Lease to Lessor and Lessee shall be deemed to refer to and include successors and assigns of Lessor and Lessee without specific mention of successors or assigns.

Section 18.05. Time of Essence: Time is of the essence of this Lease and all of its provisions.

Section 18.06. Attorney Fees: In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses, together with cost of suit.

Section 18.07. Captions: The captions contained herein are inserted only for convenience of reference and are in no way to be construed as part of the agreement or as a limitation on the scope of the particular paragraph to which they refer.

Section 18.08. Quiet Enjoyment: Lessee shall have the quiet and peaceable possession of the Property during the term hereof.

Section 18.09. Governing Law and Jurisdiction: 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. Jurisdiction for any action regarding this Lease shall be the applicable state court in Elko County, Nevada.

Section 18.10. Entire Agreement; Modification; Waiver: This Lease constitutes the entire agreement between Lessor and Lessee pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings. No supplement, modification or amendment of this Lease shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Lease shall be deemed or shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the parties making the waiver.

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

LESSOR:

LESSEE:

THE CITY OF ELKO

HAWKINS - SMITH

By: 

CHRIS J. JOHNSON, Mayor

BY: 

Authorized Agent

ATTEST:


SHANELL OWEN, City Clerk

EXHIBIT A



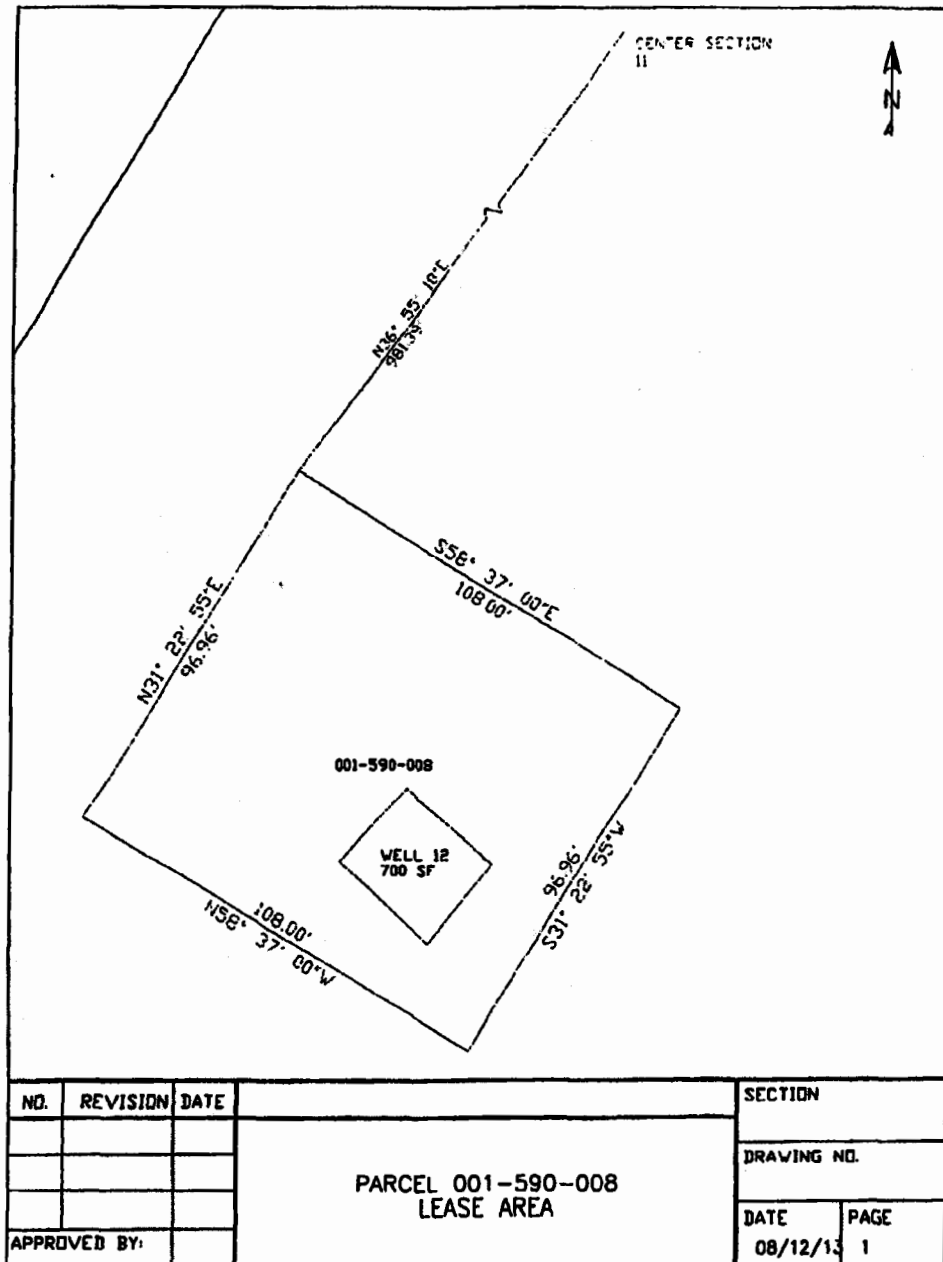
**CITY OF ELKO
ENGINEERING DEPARTMENT
1755 COLLEGE AVENUE
ELKO, NEVADA 89801
(775)777-7210
(775)777-7219 FAX**

The following legal description shall be used for a lease agreement for parcel 001-590-008.

A Parcel located in the NE1/4 SW ¼ of Section 11, Township 34 North, Range 55 East of the MDB&M Elko County, Nevada being City Well site number 12 and described as follows:
Beginning at the center of said Section 11, Township 34 North, Range 55 East, a point which is located 981.39' at a bearing of N36° 55' 18" E from the true point of beginning, corner 1. From the point of beginning thence S58° 37' 00"E a distance of 108.00' to corner 2; Thence S31° 22' 55" W a distance of 96.96' to corner 3; Thence N58° 37' 00"W a distance of 108.00' to corner 4; Thence N31° 22' 55"E a distance of 96.96' to the point of beginning containing 10,471.87 SF.

The total lease area shall be 10,471.87 SF less the square footage of Well 12, being 700 SF, for a total lease area of 9,771.87 SF

U:\CLERK\Well 12 Lease Description.docx
Created by Jeremy Draper



**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Resolution No. 08-21, a resolution authorizing the expenditure of funds by the Redevelopment Agency from its Special Revenue Fund in the amount of \$675,000, for the work proposed for the 4th, 5th, and 6th Street Block Ends Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 11. 2021**
3. Agenda Category: **RESOLUTION**
4. Time Required: **10 Minutes**
5. Background Information: **RDA approved the Block Ends Project as Project 3 of Phase 1 at their February 14, 2017 meeting. As per the Redevelopment Plan, Council must give consent on the expenditures. CL**
6. Budget Information:
 Appropriation Required: **\$675,000.00**
 Budget amount available:
 Fund name: **Redevelopment Agency**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution No. 08-21**
9. Recommended Motion: **Approve Resolution No. 08-21**
10. Prepared by: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

**CITY OF ELKO
RESOLUTION NO. 08-21**

**A RESOLUTION APPROVING THE EXPENDITURE
OF MONEY IN THE ELKO REDEVELOPMENT AGENCY
SPECIAL REVENUE FUND FOR CONSTRUCTION
OF THE 4TH, 5TH, AND 6TH STREET BLOCK ENDS**

Upon introduction and motion by Council Member _____ and seconded by Council Member _____ the following Resolution was passed and adopted by no less than a two-thirds vote of the Elko City Council:

WHEREAS, pursuant to NRS 279.628(2)(c), by resolution of the Elko City Council adopted by a two-thirds vote, any money in the revolving fund maintained by the Elko Redevelopment Agency may be paid to the Elko Redevelopment Agency, upon such terms and conditions as the Elko City Council may prescribe for any expenses necessary or incidental to the carrying out of the Elko Redevelopment Plan;

WHEREAS, pursuant to NRS 279.486(1) and Article II(G)(1)(c) of the Elko Redevelopment Plan, the Elko Redevelopment Agency may, with the consent of the Elko City Council, pay all or part of the cost of the construction of any building, facility, structure or other improvement and the installation of any improvement which is publicly or privately owned and located within or without the redevelopment area;

WHEREAS, pursuant to NRS 279.486(3), before the City Council may give its consent to an action proposed by the Redevelopment Agency pursuant to NRS 279.486(1), the City Council must determine that: (a) the buildings, facilities, structures or other improvements are of benefit to the redevelopment area or the immediate neighborhood in which the redevelopment area is located; and (b) no other reasonable means of financing those buildings, facilities, structures or other improvements are available;

WHEREAS; the foregoing determinations by the City Council are final and conclusive;

WHEREAS, pursuant to NRS 279.486(4), in reaching its determination that the buildings, facilities, structures or other improvements are of benefit to the redevelopment area or the immediate neighborhood in which the redevelopment area is located, the City Council shall consider:

- (a) Whether the buildings, facilities, structures or other improvements are likely to:
- (1) Encourage the creation of new business or other appropriate development;
 - (2) Create jobs or other business opportunities for nearby residents;
 - (3) Increase local revenues from desirable sources;
 - (4) Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located;
 - (5) Possess attributes that are unique, either as to type of use or level of quality

and design;

(6) Require for their construction, installation or operation the use of qualified and trained labor; and

(7) Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the redevelopment agency.

(b) The opinions of persons who reside in the redevelopment area or the immediate neighborhood in which the redevelopment area is located.

(c) Comparisons between the level of spending proposed by the Elko Redevelopment Agency and projections, made on a pro forma basis by the redevelopment agency, of future revenues attributable to the buildings, facilities, structures or other improvements;

WHEREAS, the City Council established the Elko Redevelopment Agency revolving fund as a Capital Projects Fund by resolution dated June 23, 2009;

WHEREAS, the City Council converted the Elko Redevelopment Agency revolving fund from a Capital Projects Fund to a Special Revenue Fund by resolution dated February 11, 2014;

WHEREAS, on February 14, 2017, the Elko Redevelopment Agency approved a phasing sequence for Project 3 of Phase 1 of the Downtown Corridor project, to include the installation of various improvements on the block ends on Fourth, Fifth and Sixth Streets "the "Block End Project;"

WHEREAS, the improvements in the Block Ends Project include installation, reconstruction or construction of sidewalks, curbs, gutters, storm drains, irrigation and lighting; expansion of downtown landscaping; and visual enhancement and beautification of the area;

WHEREAS, the Block End Project will use Redevelopment Agency funds;

WHEREAS, the Elko City Council desires to consent to the aforementioned expenditures proposed by the Elko Redevelopment Agency to permit the utilization of Redevelopment Agency funds for the aforementioned purposes;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE ELKO CITY COUNCIL THAT, after discussion and due consideration of the information, factors, opinions and data required by NRS 279.486(4), the work proposed for the Block End Project, as described in the minutes of the February 14, 2017 meeting of the Elko Redevelopment Agency and the foregoing recitals, is hereby found to constitute buildings, facilities, structures or other improvements that are of benefit to the redevelopment area and the immediate neighborhood in which the redevelopment area is located;

IT IS FURTHER RESOLVED that no other reasonable means of financing those buildings, facilities, structures or other improvements are available;

IT IS FURTHER RESOLVED that the Elko City Council hereby authorizes the expenditure of funds by the Redevelopment Agency from its Special Revenue Fund in the amount of \$675,000, and consents to the work proposed for the Block End Project, as described in the minutes of the February 14, 2017 meeting of the Elko Redevelopment Agency and the foregoing recitals.

PASSED AND ADOPTED this 11th day of February, 2021.

CITY OF ELKO

By: _____
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 issuing a revised Retail Liquor License to Gold Bar / Sartini Gaming, LLC, modifying the current Retail Liquor License to remove Sean Higgins and add Phyllis Gilland and Stephen Arcana, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 11, 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: **Approve the issuance of a revised Retail Liquor License to Gold Bar / Sartini Gaming, LLC, modifying the current Retail Liquor License to remove Sean Higgins and add Phyllis Gilland and Stephen Arcana.**
10. Prepared by: **Ty Trouten, Elko Police Chief**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Phyllis Gilland** **Stephen Arcana**
 8050 Castle Pines Ave. **777 Tozzetti Lane**
 Las Vegas, NV 89119 **Henderson, NV 89012**



ELKO POLICE DEPARTMENT

Ty Trouten
Police Chief

1448 Silver Street
Elko, Nevada 89801
775.777.7310
775.738.1415 Fax
www.elkocity.com

DATE: January 25, 2021
TO: Curtis Calder, City Manager
FROM: Ty Trouten, Police Chief
SUBJECT: Retail Liquor License Application in the name of Gold Bar, 3600 W. Idaho Street, Elko, NV 89801.

On November 2, 2020, Phyllis Gilland and Stephen Arcana made application to amend the current Retail Liquor License to remove Sean Higgins and add Phyllis Gilland and Stephen Arcana to the license.

Ms. Gilland and Mr. Arcana have successfully completed the required background investigation.

I am requesting the Elko City Council approve the request to amend the current retail Liquor License, adding Phyllis Gilland and Stephen Arcana to the Retail Liquor License in the name of CGold Bar, located at 3600 W. Idaho Street, Elko, NV 89801.

TT/tle

CC: Mayor Reece Keener

**Elko City Council
Agenda Action Sheet**

1. Title: **Discussion of the rules on placement of sheds within the City of Elko, the Variance process, and the associated Variance fees, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **February 11, 2021**
3. Agenda Category: **PETITION**
4. Time Required: **15 Minutes**
5. Background Information: **The property owners of 2034 Eagle Ridge Loop built a shed in the exterior side yard of their lot without permits and after being informed that a shed would not be allowed in that location. City Code Section 3-2-5(B)(6) requires that accessory structures comply with the same setbacks as the primary structure and Section 2-1-4(G)(1)(a)(1)(A) requires a building permit for accessory structures of any size within residential areas. The Development Manager, acting as the City's Code Enforcement Officer, sent out two violation letters to the property owners. This discussion was requested by the property owners as a result of those letters. 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 Letter from Property Owners, Memo from Development Manager, Memo from City Planner, Email from Developer/Builder, Violation Letters, Photos**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared by: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **None**
12. Council Action:
13. Council Agenda Distribution:

Tom and Sherri Smith

2034 Eagle Ridge Loop

Elko, NV 89802

775-340-8453

To whom it may concern:

We are formally requesting to be placed on the agenda for the Elko City Council meeting for 2-11-2021. We would like to discuss the rules on placement of non-permitted, non-permanent sheds within the city of Elko, NV. We would also like to discuss the process of the variance procedures as well as the fees that are being charged to each applicant.

Thank you for your time in this matter.

Respectfully,

Tom and Sherri Smith



City of Elko Development Department
1751 College Avenue
Elko, NV 89801
(775) 777-7210
FAX (775) 777-7219

Memorandum

To: Mayor and City Council
From: Michele Rambo, AICP – Development Manager
RE: 2034 Eagle Ridge Loop
Date: February 11, 2021

Tom and Sherry Smith have requested that an item be placed on the City Council agenda to discuss their shed located at 2034 Eagle Ridge Loop in the Humboldt Hills subdivision. This request comes after they received a second notice that the shed on their property was in violation of City Code by being placed in the exterior side yard setback per City Code Section 3-2-5(B)(6). Additionally, the shed was built without a building permit as required under City Code Section 2-1-4(G)(1)(a)(1)(A) and, therefore, may or may not be in compliance with either the Building Department or Fire Department codes.

Timeline of Events:

During the final inspection of 2034 Eagle Ridge Loop, Cathy Laughlin (City Planner) and I noticed a gravel pad had been placed on the north side of the house. When we asked the representative from the developer/builder what the gravel pad was going to be used for, he responded that the new owners were planning to put a shed in that location. Cathy and I then informed the developer/builder that a shed would not be allowed in that location because it was within the required 15-foot setback area. He then indicated that he would inform the new owners.

During an inspection of a different house in that neighborhood a few months later, Cathy observed that the shed had been built despite our conversation with the developer/builder. I emailed the developer/builder that day to find out why the shed had been built and inform them that it needed to be removed. The developer/builder responded that they had warned the homeowner about building the shed, but they had chosen to build it anyway. This email is attached for your reference.

On December 8, four days after its discovery, I sent out a letter notifying the Smith's that the shed needed to be removed from the setback area. A copy of this letter is attached. Mrs. Smith called me a few days later to ask about the letter. I informed her about the discussion in which the developer/builder was told a shed would not be permitted in that location and asked her if that message had been relayed to her. She stated that the developer/builder had told her that the shed might be an issue. When I suggested that she move the shed to a different location on the property, she stated that she did not want to go to the time and expense of moving it and moving it would interfere with the activities in other parts of the yard. She then asked about the possibility of getting a Variance.

I discussed the Variance process with her, but told her I could not recommend approval of a Variance because we could not make the legal finding requiring a hardship exist on her property. As I explained to her, this finding is typically made because the size, shape, or topography of the site is unique in a way that hinders the use of the property. Her lot does not meet any of these criteria. I suggested she speak to Cathy Laughlin about the Variance process in more detail. Please see the attached memo from Cathy Laughlin detailing her conversation(s) with Mrs. Smith. Cathy later informed me that Mrs. Smith indicated that she would be filing an application for a Variance. With this information, I put off further enforcement action until the Planning Commission could make a decision on the Variance.

The week of January 18th, I followed up with Cathy to find out if a Variance application was received. She told me that while Mrs. Smith had submitted an application, it was not complete and was missing the required surveyed site plan. I was further told that one of the local surveyors had been contacted to provide an estimate of the cost of this site plan to the applicant. Cathy then reached out to the surveyor to find out the status of the site plan, only to find that Mrs. Smith had never entered into a contract to have it done.

With the shed still in place and no forward movement being made with the Variance application, I sent out a second violation notice to the Smiths on January 28th requesting that either the shed be removed or the Variance application be completed (attached). The request for placing this item on the City Council agenda came on February 2, 2021.

Typical Shed Requirements:

Per Section 2-1-4(G)(1)(a)(1)(A), the City of Elko Building Department requires building permits for "additional detached accessory buildings or structures of any size when built in conjunction with a building or structure that is classified as a Group R, Division 3 one-family or two-family dwelling." In order to get this permit, the applicant must go through a site plan review process. After completing an application and providing plans to the Building Department, the information is sent out for review by the Development, Planning, Engineering, and Fire Departments. One of the main things we look for in those reviews is whether or not the shed is within a setback area. Other areas of concern include making sure that any stormwater drains away from the shed without impacting other structures, the shed does not block any ingress or egress points, and the shed doesn't interfere with Fire Department access to the home. If all of these criteria are met, the Building Department issues the permit to build the shed. Once the construction is complete, an inspection is conducted by all of the departments mentioned above.



CITY OF ELKO

Planning Department

Website: www.elkocity.com
Email: planning@ci.elko.nv.us

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

Memorandum

To: Michele Rambo
From: Cathy Laughlin -City Planner *CL*
Date: February 2, 2021

Re: Variance application for 2034 Eagle Ridge Loop

Shelby and I spoke to Mrs. Sherri Smith on the phone regarding the process for a variance. I provided her history on variance applications for sheds which were denied by Planning Commission and emphasized the fact that the hardship needed to be provided. I provided her the variance section of code (3-2-22) in which all six factors must be met.

On January 12, 2021, we received an application for a variance from Mrs. Smith. After the initial review, Shelby consulted with me on the site plan which was submitted. It was not in conformance with the application requirement of a licensed surveyor prepared site plan. Shelby called Mrs. Smith and explained that the application was incomplete and that she needed to provide the site plan prepared by a licensed surveyor. Two days later, I received a call from Mr. Bob Morley as he was not sure what the City of Elko needed from him as he was contacted by Mrs. Smith for a proposal. I spoke to Mr. Morley on Thursday January 28th and he stated he has not been hired by Mrs. Smith to provide the site plan for the variance application. We are still holding on to the application and check as it is considered incomplete.

During my phone conversation with Mrs. Smith, she stated that her contractor had told her that the City would not do anything about the shed if she put it in the exterior side yard setback. She stated that there are numerous sheds around town all which are within the setback and I encouraged her to file a formal complaint form and we would follow up on them.



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

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

APPLICATION FOR VARIANCE

APPLICANT(s): Tom and Sherri Smith
MAILING ADDRESS: 2034 Eagle Ridge Loop
PHONE NO (Home) 775-340-1711 (Business) 775-340-8453
NAME OF PROPERTY OWNER (If different): Same
(Property owner's consent in writing must be provided.)
MAILING ADDRESS: Same
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):
ASSESSOR'S PARCEL NO.: 00101H025 Address 2034 Eagle Ridge Loop
Lot(s), Block(s), & Subdivision _____
Or Parcel(s) & File No. _____

FILING REQUIREMENTS:

Complete Application Form: In order to begin processing the application, an application form must be complete and signed. Complete applications are due at least 21 days prior to the next scheduled meeting of the Elko City Planning Commission (meetings are the 1st Tuesday of every month).

Fee: A \$500.00 non-refundable fee must be paid. If in conjunction with a Rezone Application a \$250.00 non-refundable fee must be paid.

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, parking and loading areas, driveways and other pertinent information must be provided.

Elevation Plan: Elevation profile of all proposed buildings or alterations in sufficient detail to explain the nature of the request must be provided.

Note: One .pdf of the entire application must be submitted as well as one set of legible, reproducible plans 8 1/2" x 11" in size. If the applicant feels the Commission needs to see 24" x 36" plans, 10 sets of pre-folded plans must be submitted.

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

The APPLICANT requests the following variance from the following section of the zoning ordinance:

To Place and Keep our ^{10x16} Shed on the Side of Our house that Sits in the 15' Set Back 10x14 Shed that Just Sits on ground no power

1. The existing zoning classification of the property R-1

2. The applicant shall present **adequate** evidence demonstrating the following criteria which are necessary for the Planning Commission to grant a variance:

- a) Identify any special circumstances, features or conditions applying to the property under consideration. i.e., unusual shape, configuration, exceptional topographic conditions or other extraordinary situations or conditions

our property in the Back is Long and thin.

The Property Slopes to the inside of Property.

The Drainage goes down around the Back of House

- b) Identify how such circumstances, features or conditions result in practical difficulty or undue hardship and deprive the property owner of reasonable use of property.

our property is not big. We had seen other Sheds

in adjoining neighborhood in the same place. So we Put the Shed there, on top of rock, no power ^{as he did not have to be perm} it will be a financial Hardship if we are made to move

- c) Indicate how the granting of the variance is necessary for the applicant or owner to make reasonable use of the property.

We put the Shed on the Side ^{where that space is not useful} so that we would have

a little space in Back yard for our children, grandchildren

to play. Put a Swing Set, Play Equipment. Cause if Shed was ^{Safe Space} there it would in the middle of yard that is our only useable

- d) Identify how such circumstances, features or conditions do not apply generally to other properties in the same Land Use District.

Where the Shed Sits on the Side by road ^{Road} + is on a

loop. There are no Stop Signs on Either Corner, or Cross traffic. There is no Egress / Driveway on the Side of Road where are Shed sits. we live in a Subdivision with only one way in so we have very little ^{to no} traffic. our Shed does not Block corner or any traffic that

- e) Indicate how the granting of the variance will not result in material damage or prejudice to other properties in the vicinity nor be detrimental to the public health, safety and general welfare.

Our Shed sits where our neighbors won't see it while they are in their Backyards, Safety issues more accessible for fire engines. But we don't have power and store only Christmas, yard stuff and outdoor furniture etc.

- f) Indicate how the variance will not be in conflict with the purpose or intent of the Code.

it will not change the land use, and it is not interfering with safety of on coming traffic on corner lots, or blocking the view of any traffic at a corner lot. we live on Loop with no stop signs and no excess traffic coming by.

- g) Indicate how the granting of the variance will not result in a change of land use or zoning classification.

it does not change land use at all.

We just want to leave our shed on the side.

we just need setback variance for shed.

- h) Indicate how granting of the variance will not substantially impair affected natural resources.

it does not affect any natural resources as the

shed is placed on rock on top of ground. no power to shed.

3. Describe your ability (i.e. sufficient funds or a loan pre-approval letter on hand) and intent to construct within one year as all variance approvals **must** commence construction within one year and complete construction within 18 months per City Code Section 3-2-22 F.1.: we have

already placed the shed not knowing that we could not put it there, and put our fence up. Pictures attached showing several shed in same place as ours. we did not have to permit our shed either.

(Use additional pages if necessary to address questions 2a through h)

This area intentionally left blank

By My Signature below:

- ☒ I consent to having the City of Elko Staff enter on my property only for the sole purpose of inspecting 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 Tom and Sherri Smith
(Please print or type)

Mailing Address 2034 Eagle Ridge Loop
Street Address or P.O. Box

Elko NV 89801
City, State, Zip Code

Phone Number: 775-340-8453

Email address: TomandSherri23@hotmail.com

SIGNATURE: Sherri Smith

FOR OFFICE USE ONLY

File No.: _____ **Date Filed:** _____ **Fee Paid:** _____

RECEIVED

JAN 12 2021

January 11th, 2021

Tom and Sherri Smith
2034 Eagle Ridge Loop
Elko, Nevada 89808
775-340-8453

Re: Setback Variance for 10x16 shed placement

To Whom it may concern:

I would like to thank you in advance for taking the time to hear us. There has been some miscommunication between the builder, the city and on our part on the placement of our shed. We have seen other sheds in nearby neighborhoods, that did not have to be permitted just as ours placed in the same setbacks on a corner lot. We thought that we could place our shed there along as it did not interfere with the safety of traffic and our neighbors. I have attached pictures that show the sheds, and they sit closer to the corner where there is stop sign and cross traffic.

We placed our shed so that you do not see it until you are almost up around the corner and it does not block the corner and we put it towards the back of our house. You see our fence before you see the shed. This is one street into our neighborhood that is a loop and there is no stop sign or cross traffic that our shed would impede on. There will be no driveway on the same side of the road for our shed to interfere with someone trying to enter the street. We have no power to the shed, and we store our Christmas, yard decorations and patio furniture in it. We do not store anything unsafe in the shed. Pictures attached

We tried to make the best use of our lot as it is not big. Placing our shed in the 15' set back side provides a safe and useful space in our back yard for our grandkids to play in. The other side of our house we have our 34-foot 5th wheel trailer and a 14ft ATV trailer that sits on the side so that is off the street and behind the fence not in front of our house. We inherited a little truck, and it sits in front on the driveway. We have tried to make our lot nice and useable and keep stuff off the streets and behind our fence for safety and so that we do not have stuff out to junk up our neighborhood as you see around Elko.

If we are not granted the setback variance for our shed that sits in the same place as other sheds do in the City of Elko this will be financially devastating for us. We have used our savings to build our dream home. We would have to pay for someone to remove our fence that was just put in and probably ending up having to purchase more due to the vinyl fence polls are cemented in and then paying again to re-install. We have our shut

off valve and sprinkler system behind the shed that may be in the way of the removal of the shed and then the cost and finding someone that could possibly move it without tearing up my curbing, sprinklers, shed, etc.

Along with a shed that we may not be able to use, as we have sprinklers throughout our back yard. Our shed is a 10x16 so it will not really fit well over on the other side if it fits at all, it will sit right in the middle of our yard which is the only useable space for our grandkids to play safely. Then we have the cost of a shed we cannot use. We hope that you can see that we placed the shed where it does not interfere with any natural resources, any safety issues concerning traffic or our neighbor's safety. That we have made it nice so that our neighborhood will be a nice one with stuff off the streets unlike others within Elko City.

Thank you again for your time,

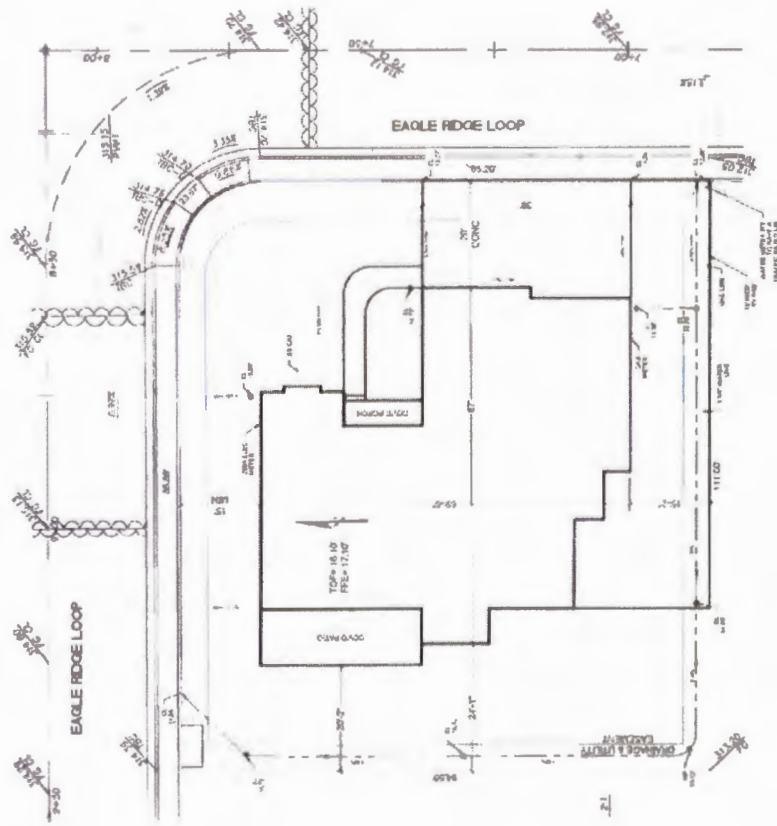
Tom and Sherri Smith

GENERAL NOTES:

1. PERMITS TO SITE BY THE CITY OF THE COUNCIL DO NOT CONSTITUTE APPROVAL OF THE WORK PERFORMED BY THE CONTRACTOR OR SUBS & ARE FOR THE CONTRACTOR TO NOTIFY THE ENGINEER OF ANY DISCREPANCIES, OMISSIONS OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND/OR SPECIFICATIONS BEFORE PROCEEDING WITH ANY RELATED WORK.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND THE LOCAL HEALTH DEPARTMENT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND THE LOCAL HEALTH DEPARTMENT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND THE LOCAL HEALTH DEPARTMENT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND THE LOCAL HEALTH DEPARTMENT.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND THE LOCAL HEALTH DEPARTMENT.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND THE LOCAL HEALTH DEPARTMENT.

SITE NOTES:

1. NEW CONSTRUCTION IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA (SFHA).
2. FLOOD LINE GRADES MUST BE A MINIMUM 1'5" FOR SOIL AND 1'7" FOR CONCRETE.
3. FLOOD LINE GRADES MUST BE A MINIMUM 1'5" FOR SOIL AND 1'7" FOR CONCRETE.
4. FLOOD LINE GRADES MUST BE A MINIMUM 1'5" FOR SOIL AND 1'7" FOR CONCRETE.
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7. FLOOD LINE GRADES MUST BE A MINIMUM 1'5" FOR SOIL AND 1'7" FOR CONCRETE.



HUMBOLDT HILLS SUBDIVISION

EAST ORIENTATION
0.232 ACRES
LOT # 24
ASSESSORS # 001-01H-025
BRA4 PLAN (OPTIONS A,D)

PROJECT INFORMATION	
MAIN FLOOR	2,178 SF
GARAGE	1,171 SF
CONDO PORCH	72 SF
CONDO PATIO	200 SF
PROST DEPTH	30' MIN
FOUNDATION	30' MIN
FOUNDATION	113' MIN
FOUNDATION	0
FOUNDATION	0



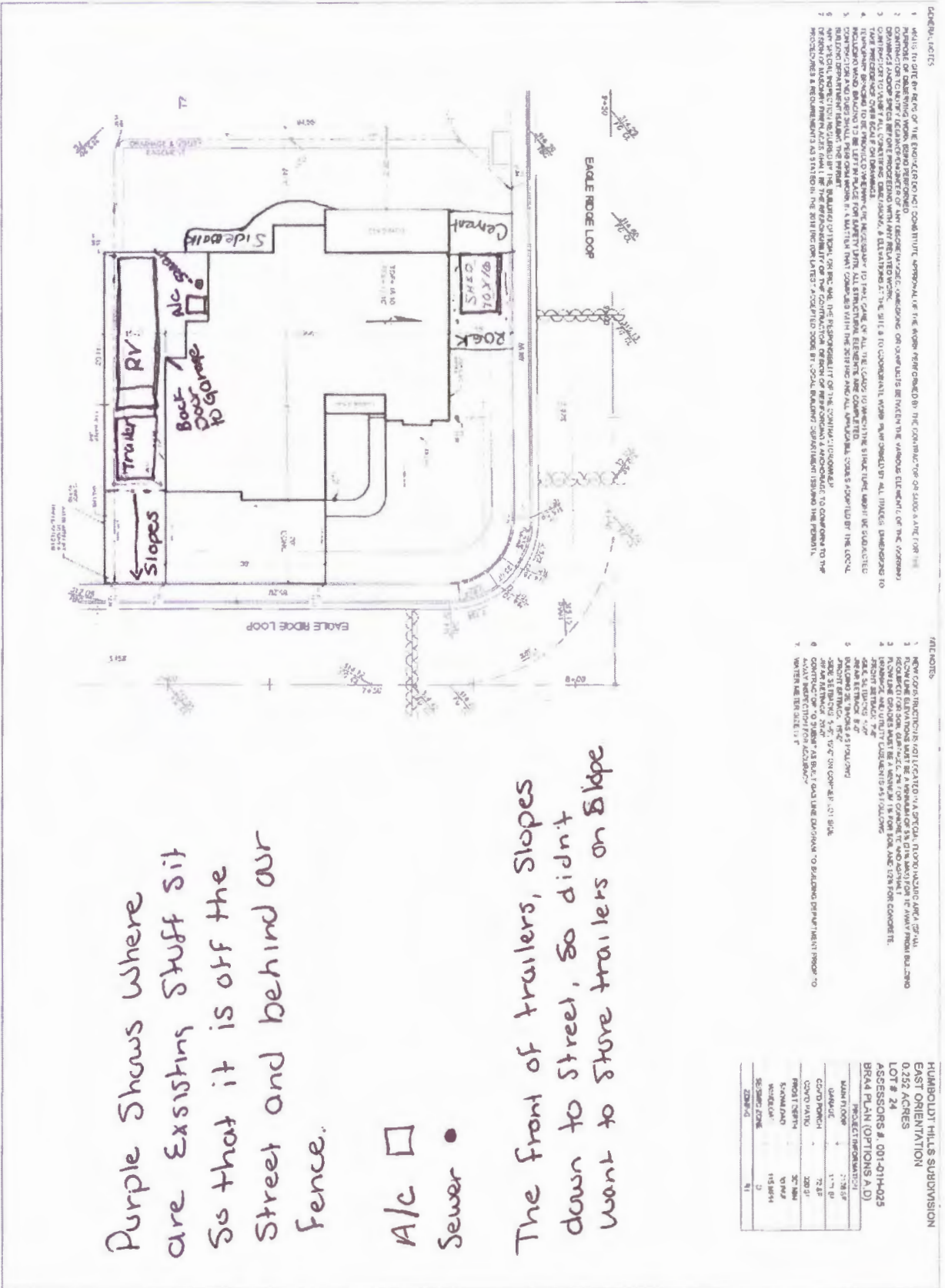
REV	1	11/15/20	11/15/20
REV	2	11/15/20	11/15/20
REV	3	11/15/20	11/15/20
REV	4	11/15/20	11/15/20
REV	5	11/15/20	11/15/20
REV	6	11/15/20	11/15/20
REV	7	11/15/20	11/15/20
REV	8	11/15/20	11/15/20
REV	9	11/15/20	11/15/20
REV	10	11/15/20	11/15/20

THIS DESIGN SHEET AND ALL
INSTRUCTIONS ARE THE PROPERTY
OF BRAEMAR CONSTRUCTION
AND SHALL NOT BE REPRODUCED
OR TRANSMITTED IN ANY FORM
OR BY ANY MEANS, ELECTRONIC
OR MECHANICAL, INCLUDING
PHOTOCOPYING, RECORDING, OR
BY ANY INFORMATION STORAGE
AND RETRIEVAL SYSTEM, WITHOUT
THE WRITTEN PERMISSION OF
BRAEMAR CONSTRUCTION.

BRAEMAR CONSTRUCTION
NV CONTRACTORS LLC, #0028853 B2

2034 EAGLE RIDGE LOOP
SITE PLAN

DATE	04/10/2020
SCALE	1"=10'-0"
SHEET	C1



DATE: 04/10/2020

SCALE: 1"=10'-0"

SHEET: C1

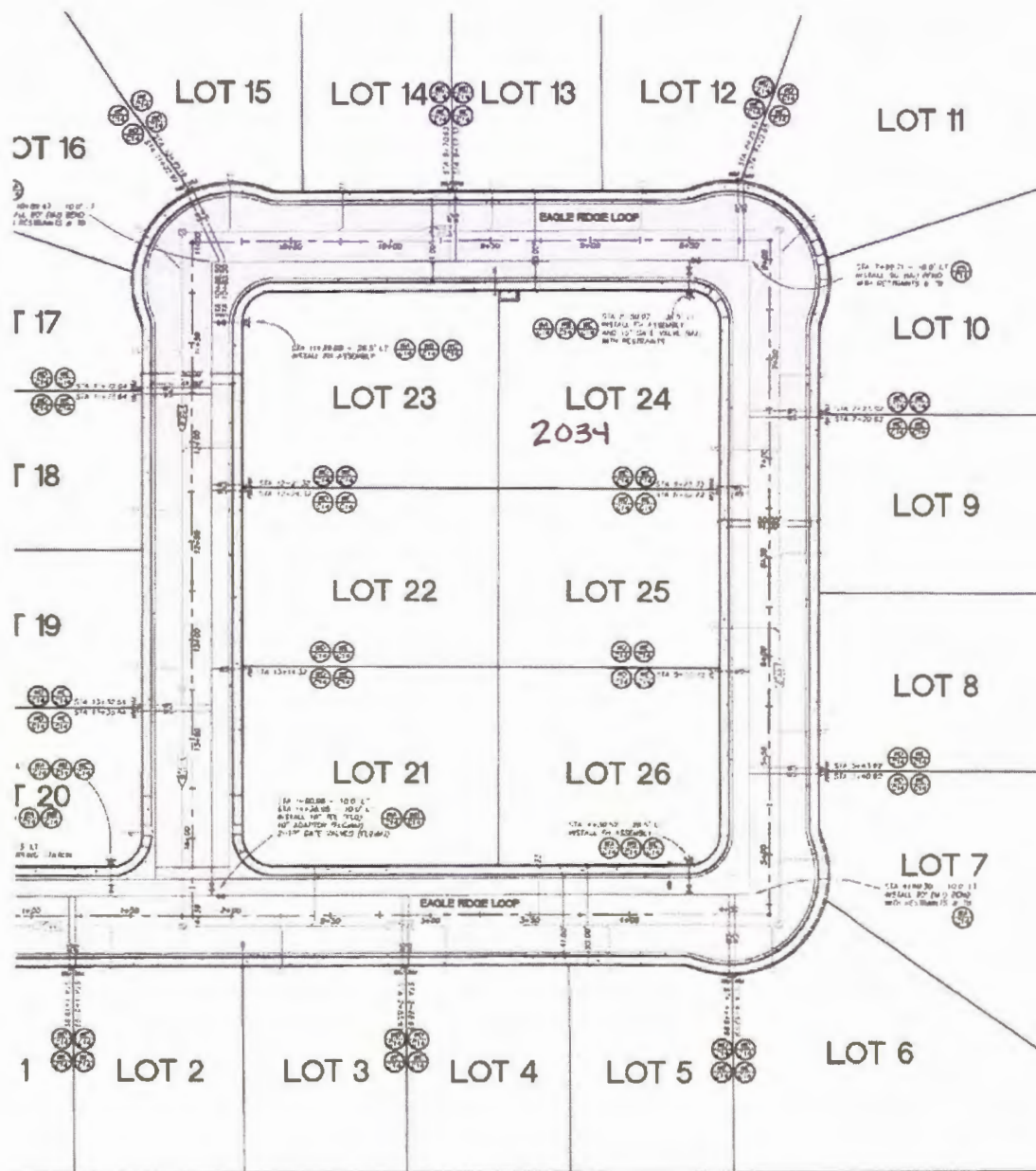
2034 EAGLE RIDGE LOOP

SITE PLAN

BRAEMAR CONSTRUCTION

NV CONTRACTORS LIC. #0026853 B2

THIS DRAWING IS THE PROPERTY OF BRAEMAR CONSTRUCTION. IT IS TO BE USED ONLY FOR THE PROJECT AND NOT FOR ANY OTHER PURPOSE. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF BRAEMAR CONSTRUCTION IS PROHIBITED.



LEGEND

EXISTING BATTERY SERVICE MANHOLE	
EXISTING BATTERY SERVICE LINE	
PROPOSED BATTERY SERVICE LINE	
PROPOSED BATTERY LATERAL	
EXISTING CURB INLET	
EXISTING STORM DRAIN	
PROPOSED STORM DRAIN	
PROPOSED TYPE A/C CURB INLET	
PROPOSED STORM DRAIN	
EXISTING SWD LINE	
EXISTING WATER LINE	
EXISTING WATER VALVE	
EXISTING FIRE HYDRANT	
PROPOSED WATER LINE	
PROPOSED WATER SERVICE & METER	
PROPOSED WASTEWATER	
PROPOSED WASTEWATER	
EXISTING TELEPHONE/COAXIAL	
EXISTING LIGHTS	
EXISTING POWER POLE	
EXISTING STREET LIGHT	
PROPOSED STREET LIGHT	
PROPOSED CONCERN	
PROPOSED FENCE	
EXISTING CHIMNEY SHAKE	
PROPOSED CHIMNEY SHAKE	
OTHER INFORMATION FOR DETAILS ON SHEET C-5	

WATER NOTES:

1. ALL WATER MAINS SHALL BE 48" OR 60" WATER PIPE.
2. ALL WATER SERVICE LINES SHALL BE 4" OR 6" POLYETHYLENE GLASS REINFORCED (PEGR) PIPE.
3. ALL WATER LINE FITTINGS SHALL BE 1" OR 1.5" BUSHINGS OR ELBOWS.
4. ALL WATER SERVICE LINES SHALL BE 1" OR 1.5" BUSHINGS OR ELBOWS.
5. ALL WATER SERVICE LINES SHALL BE 1" OR 1.5" BUSHINGS OR ELBOWS.
6. ALL WATER SERVICE LINES SHALL BE 1" OR 1.5" BUSHINGS OR ELBOWS.
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23. ALL WATER SERVICE LINES SHALL BE 1" OR 1.5" BUSHINGS OR ELBOWS.
24. ALL WATER SERVICE LINES SHALL BE 1" OR 1.5" BUSHINGS OR ELBOWS.
25. ALL WATER SERVICE LINES SHALL BE 1" OR 1.5" BUSHINGS OR ELBOWS.
26. ALL WATER SERVICE LINES SHALL BE 1" OR 1.5" BUSHINGS OR ELBOWS.



Carter Engineering, LLC
Civil Engineering
P.O. Box 704
Elko, Nevada 89803
775-397-2351

DDS PROPERTIES, LLC
HUMBOLDT HILLS
WATER PLAN
ELKO, NEVADA

DESIGNED BY: LLC	CHECKED BY: LLC
DATE: 1-15-15	JOB NO: 2015-08
SCALE: 1"=30'	VERT: N/A
SHEET C5	OF 17

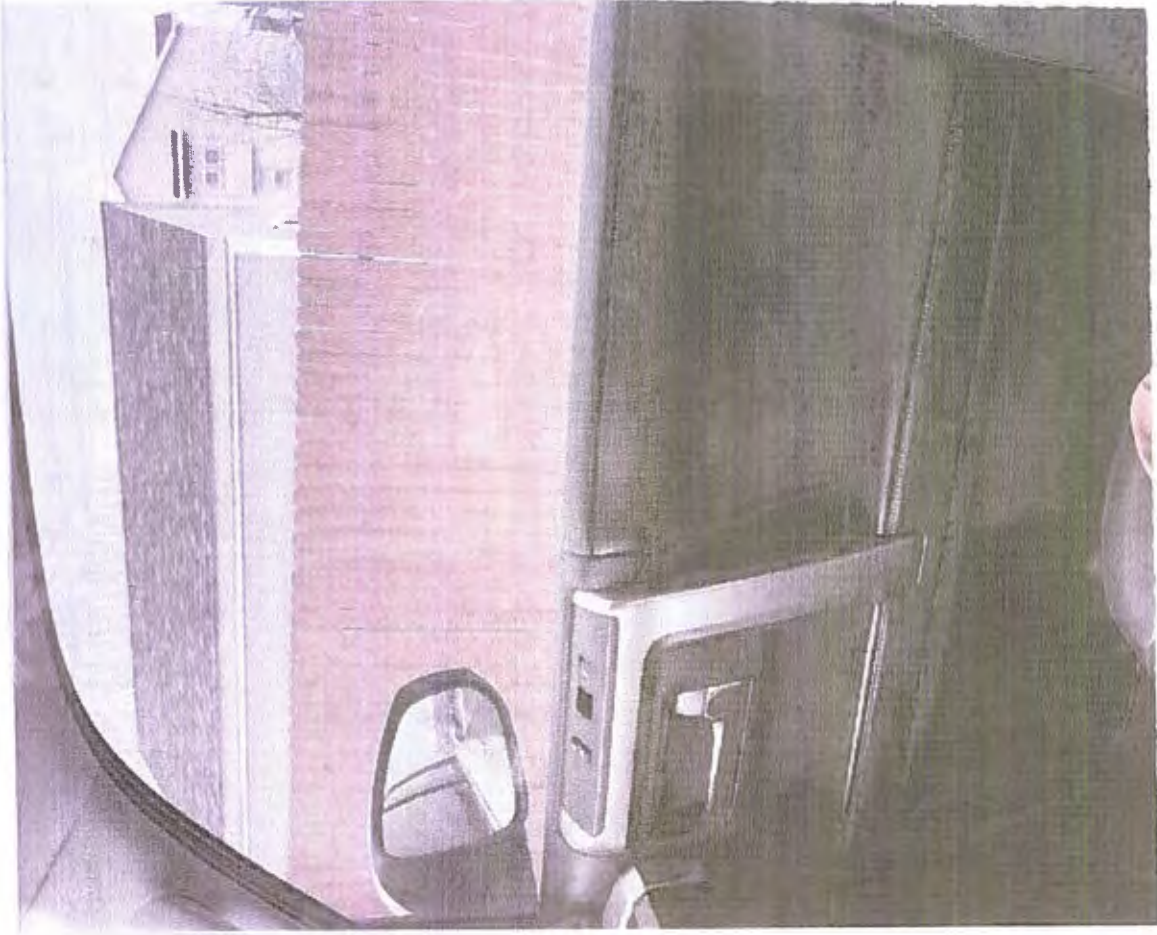
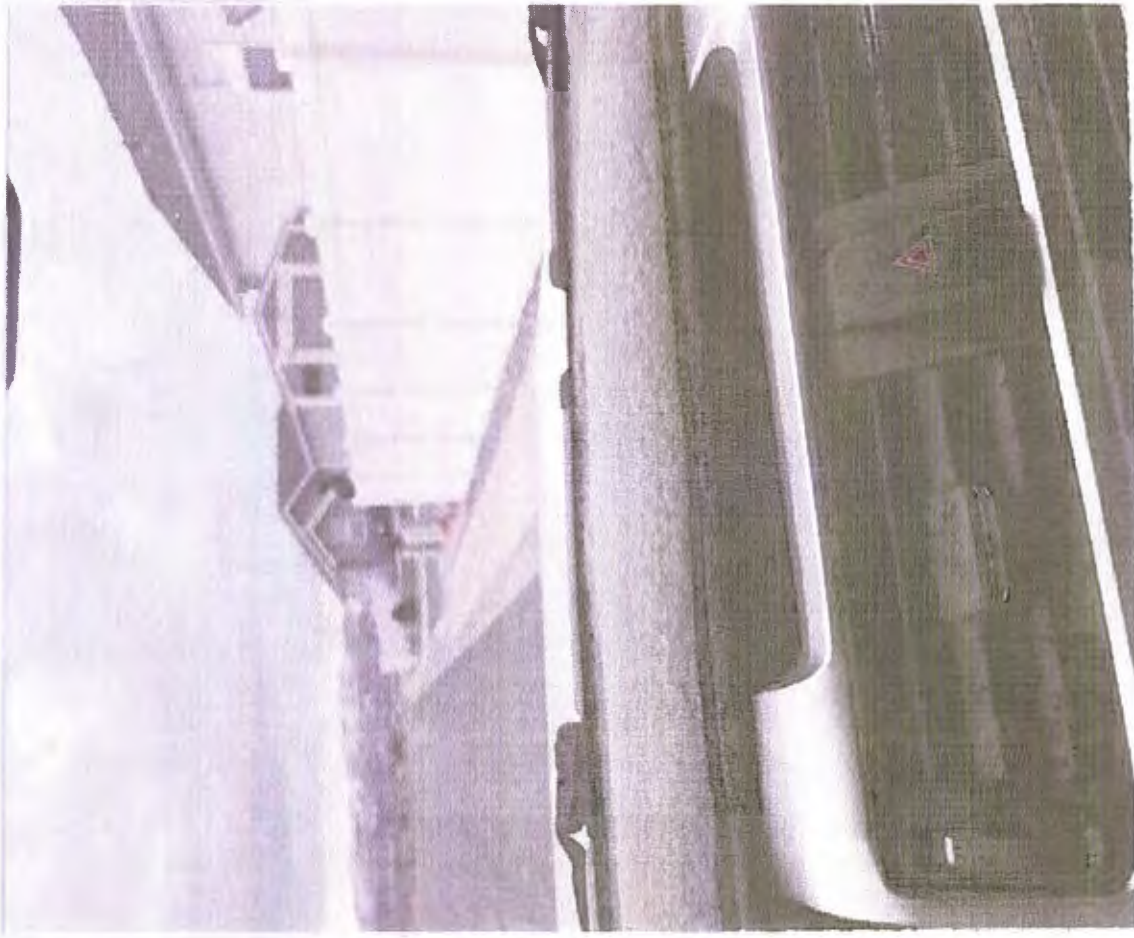
Exhibit 3

Shed
next to fence,
on road just
Below Humboldt
Hills, in the
subdivision -
actually the roof
sits on fence.





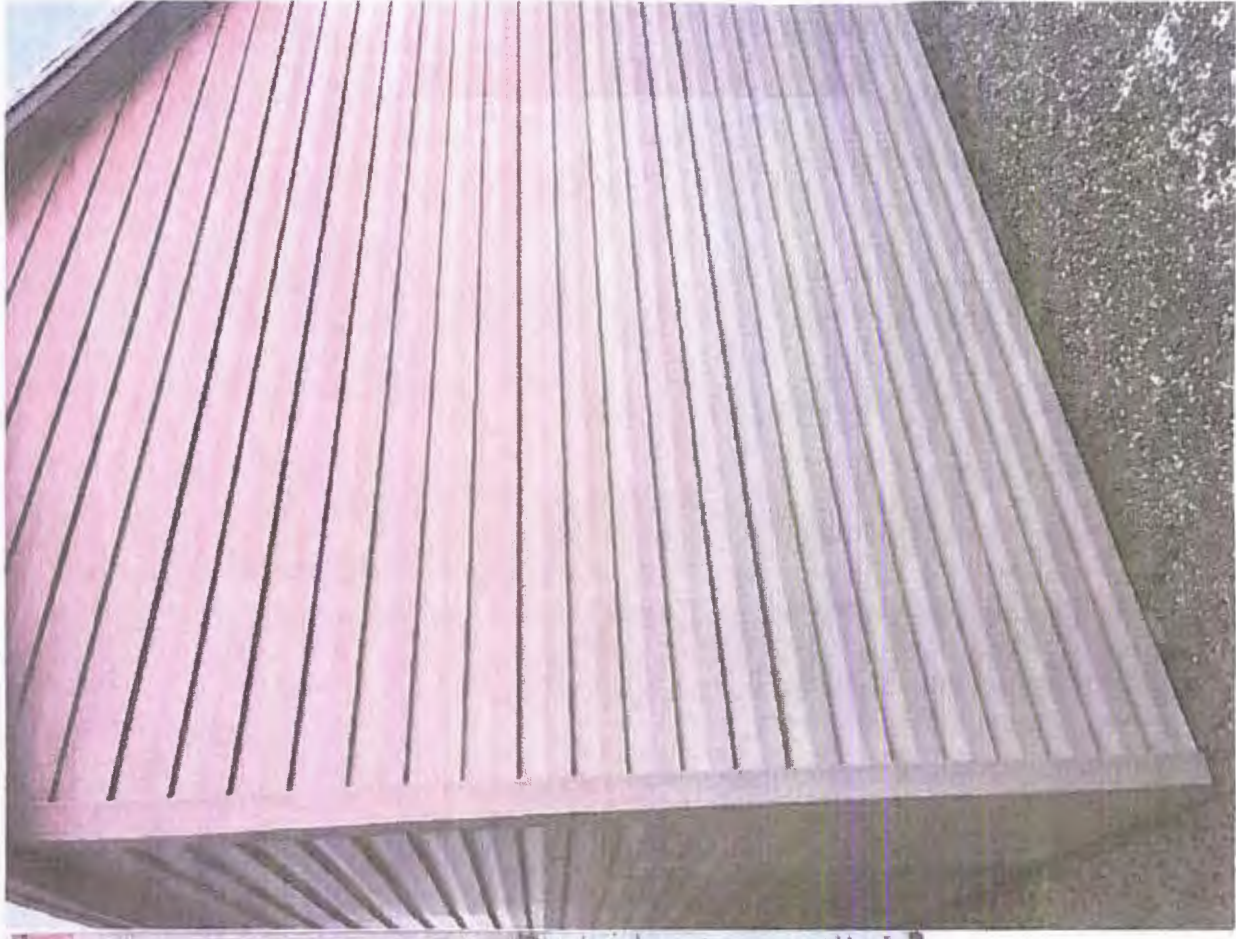
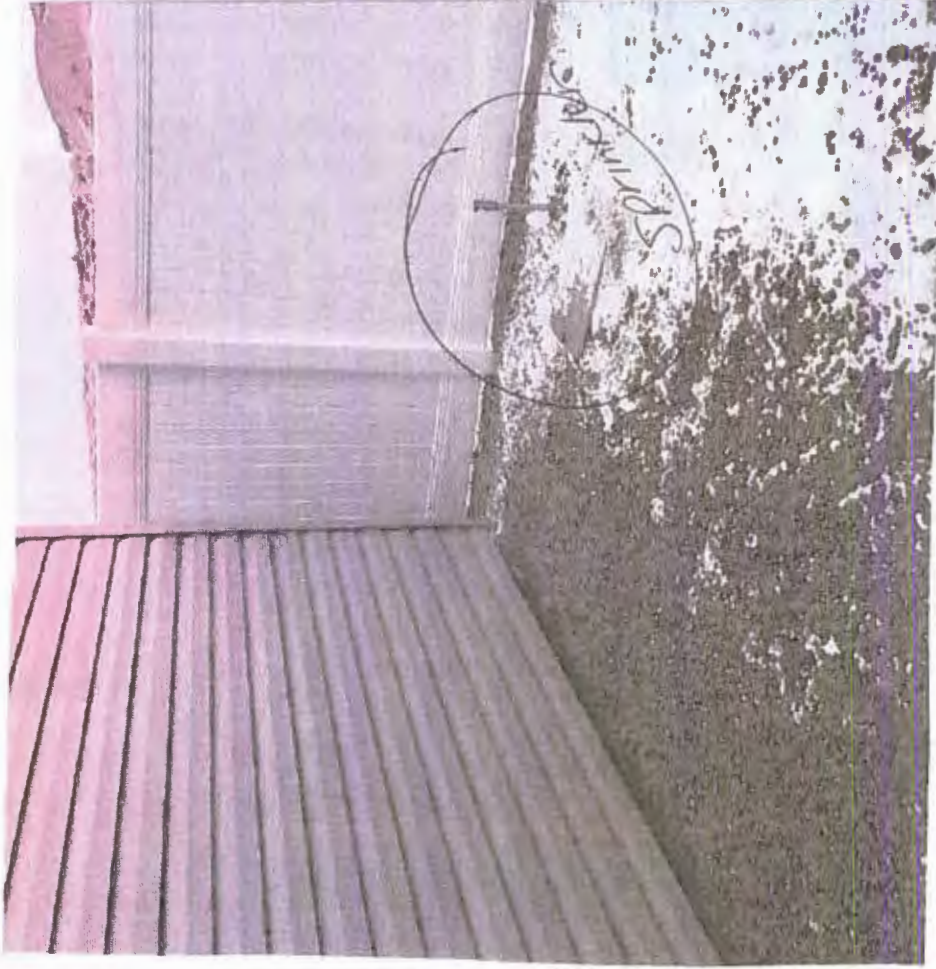
This Picture Shows the Corner of our lot.
our Shed does not Block the Corner. and
there will be no cross traffic to Block.



More Sheds that Sit on Corner Lots in easement that
 Are closer to the corner than ours, on a Stop Sign
 With Cross traffic. Subdivision just Below Humboldt
 4/11/15



This is our Shed From Both Sides Of the Loop with
no Stop Signs or ~~no~~ Regress / Driveway that will Come off
 that Same Side of Street. our Shed does not Block
 anyone or traffic.



Shed is Placed on top of
Rock , also you see our
Sprinkler cleanout valve
Box



Few more Sheds on Corner lots, And next to Street.
that is Between Brookwood and Humboldt Subdivisions



This is the otherside of our house, where we store our trailers so they sit off street and behind fence to make our neighborhood look nice instead of having them sit out or on street. truck sits in driveway that slopes, so it is not on street. either.



Pictures of Sheds that sit closer on Corner, and have
stop signs, cross traffic. In Brookwood Estates just up from
Humboldt Hills



Trailer that sits on
corner, next to stop
sign with a Drive
way right behind.
In Brookwood Estates



12-24-20

City of Elko – Development Department
1755 College Avenue
Elko, NV 89801
Telephone: 775.777.7210

December 8, 2020

Tom and Sherri Smith
2034 Eagle Ridge Loop
Elko, NV 89801

Re: Violation of City Code – Shed within Setback

Mr. and Mrs. Smith:

The City of Elko has become aware that a shed was constructed within the setback on your property located at 2034 Eagle Ridge Loop. A visual inspection confirmed that a shed was placed on the north side of the property.

City Code Section 3-2-5 B requires that any “detached accessory building that is erected shall conform to front and side yard setback requirements”. Section 3-2-5 G further specifies that the exterior side yard (street side yard) within the R1 Zoning district requires a 15-foot setback. According to City records, the house sits on this setback line, which would prohibit any other structures from being built on that side of the house.

Based on this information, the shed is considered to have been built illegally and must be removed.

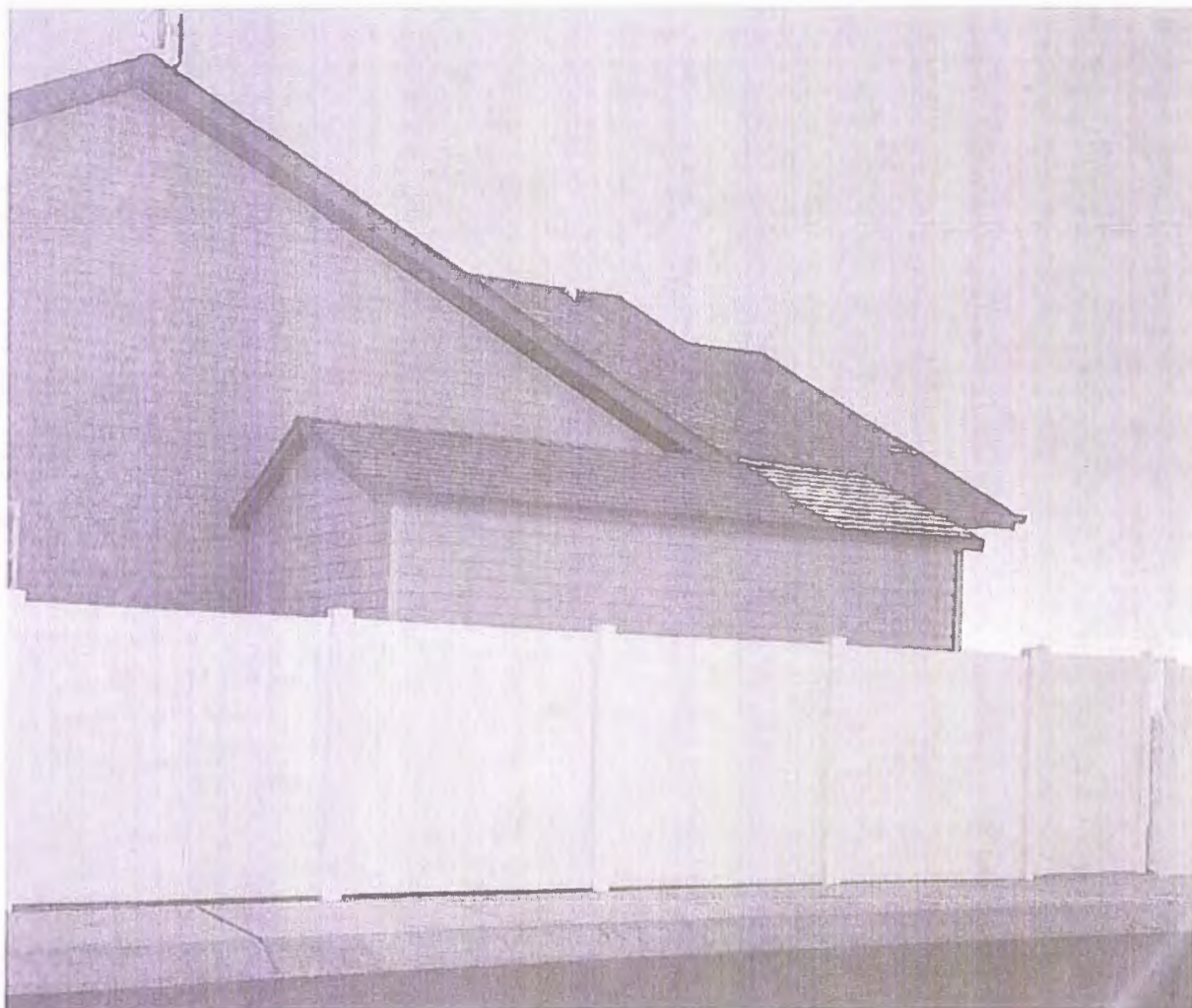
Please remove the shed within 10 days of receipt of this letter. Allowing the property to stay in the current condition constitutes a violation of the municipal code and may lead to civil action by the City of Elko.

Please contact me at (775) 777-7217 if you have any questions and/or to confirm your compliance.

Sincerely,

Michele Rambo, AICP
Development Manager
mrambo@elkocitynv.gov

cc: City of Elko – File
City of Elko – Scott Wilkinson, Assistant City Manager
City of Elko – Ty Trouten, Chief of Police
City of Elko – Jeff Ford, Building Official
City of Elko – Cathy Laughlin, City Planner



Michele L. Rambo

From: dustyshipp@gmail.com
Sent: Friday, December 4, 2020 12:37 PM
To: Cathy Laughlin
Cc: Michele L. Rambo; dusty@braemarco.com; Aaron Nelson; Scott A. Wilkinson
Subject: Re: Code Violation(s) at Humboldt Hills

Good afternoon ladies. We are aware of the shed situation and did warn the homeowners that if they constructed it could be potentially flagged by the city. This was built after we finished the home by others not Braemar.

Thank you

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

Owner/Operator Braemar Construction LLC

On Dec 4, 2020, at 12:00 PM, Cathy Laughlin <claughlin@elkocitynv.gov> wrote:

Dusty and Aaron,
The other shed that Michele is referring to I believe meets the code requirements and is fine as I did a little more research. The only concern we have is the one at 2034 Eagle Ridge Loop.
Thanks,

Cathy Laughlin
City Planner

(775)777-7160 ph
(775)777-7219 fax
claughlin@elkocitynv.gov

City of Elko
1751 College Avenue
Elko, NV 89801

From: Michele L. Rambo <mrambo@elkocitynv.gov>
Sent: Friday, December 04, 2020 11:57 AM
To: dusty@braemarco.com; dustyshipp@gmail.com; Aaron Nelson <aaron@braemarco.com>
Cc: Cathy Laughlin <claughlin@elkocitynv.gov>; Scott A. Wilkinson <sawilkinson@elkocitynv.gov>
Subject: Code Violation(s) at Humboldt Hills
Importance: High

Hi Dusty and Aaron. During an inspection today, the picture below was taken of the house on the northeast curve of Eagle Ridge Loop (2034). The shed shown in the picture was built after a conversation Cathy and I had with Aaron that the shed would NOT be allowed in this location because it does not comply with the required 15 foot setback.

This shed is in violation of City Code and will need to be removed. I will be sending out a formal code violation letter to the property owners either later today or Monday.

Apparently there is another shed being constructed at the moment that is also on the exterior side yard within the setback. If that one is completed, it will also be in violation of City Code and receive a code violation letter requiring its removal.

Let me know if you have any questions.

<image001.jpg>

Michele Rambo, AICP
Development Manager
City of Elko
1751 College Avenue
Elko, NV 89801
775-777-7217
mrambo@elkocitynv.gov



City of Elko – Development Department
1755 College Avenue
Elko, NV 89801
Telephone: 775.777.7210

December 8, 2020

Tom and Sherri Smith
2034 Eagle Ridge Loop
Elko, NV 89801

Re: Violation of City Code – Shed within Setback

Mr. and Mrs. Smith:

The City of Elko has become aware that a shed was constructed within the setback on your property located at 2034 Eagle Ridge Loop. A visual inspection confirmed that a shed was placed on the north side of the property.

City Code Section 3-2-5 B requires that any “detached accessory building that is erected shall conform to front and side yard setback requirements”. Section 3-2-5 G further specifies that the exterior side yard (street side yard) within the R1 Zoning district requires a 15-foot setback. According to City records, the house sits on this setback line, which would prohibit any other structures from being built on that side of the house.

Based on this information, the shed is considered to have been built illegally and must be removed.

Please remove the shed within 10 days of receipt of this letter. Allowing the property to stay in the current condition constitutes a violation of the municipal code and may lead to civil action by the City of Elko.

Please contact me at (775) 777-7217 if you have any questions and/or to confirm your compliance.

Sincerely,

Michele Rambo, AICP
Development Manager
mrambo@elkocitynv.gov

cc: City of Elko – File
City of Elko – Scott Wilkinson, Assistant City Manager
City of Elko – Ty Trouten, Chief of Police
City of Elko – Jeff Ford, Building Official
City of Elko – Cathy Laughlin, City Planner





City of Elko – Development Department
1755 College Avenue
Elko, NV 89801
Telephone: 775.777.7210

January 28, 2021

Tom and Sherri Smith
2034 Eagle Ridge Loop
Elko, NV 89801

Re: Violation of City Code – Shed within Setback (2nd Notice)

Mr. and Mrs. Smith:

On December 8, 2020, the City of Elko sent a letter requesting that the shed in your side yard be removed within 10 days because it is located in the required side yard setback. Staff allowed some extra time because there was indication that you would be submitting a Variance application. However, as of today, a complete application has not been received and the shed has not been removed.

City Code Section 3-2-5 B requires that any “detached accessory building that is erected shall conform to front and side yard setback requirements”. Section 3-2-5 G further specifies that the exterior side yard (street side yard) within the R1 Zoning district requires a 15-foot setback. According to City records, the house sits on this setback line, which would prohibit any other structures from being built on that side of the house.

Based on this information, the shed is considered to have been built illegally and must be removed.

Please remove the shed within 10 days of receipt of this letter. If the shed is not removed within that timeframe, the City will move forward with a legal Notice of Violation, which may lead to civil action by the City of Elko. This could include fines of \$1,000 per day that the shed remains within the setback.

The timely submittal of a complete Variance application to the Planning Department will postpone this enforcement action until such time as the Planning Commission determines if a Variance is appropriate.

Please contact me at (775) 777-7217 if you have any questions and/or to confirm your compliance.

Sincerely,

Michele Rambo, AICP
Development Manager
mrambo@elkocitynv.gov

cc: City of Elko – File
City of Elko – Scott Wilkinson, Assistant City Manager
City of Elko – Ty Trouten, Chief of Police
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