CITY OF ELKO
Planning Department

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

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

PUBLIC MEETING NOTICE

The City of Elko Redevelopment Agency will meet in a regular session on Tuesday, March 23, 2021 at 3:30 P.M., P.D.S.T. at Elko City Hall, Council Chambers, 1751 College Avenue, Elko, Nevada, and by utilizing **GoToMeeting.com:** https://global.gotomeeting.com/join/391159237

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

ELKO CITY HALL – 1751 College Avenue, Elko, NV 89801
Date/Time Posted: March 17, 2021 2:00 p.m.

Posted by: Shelby Knopp, Planning Technician
Name Title Signature

The public may contact Shelby Knopp by phone at (775) 777-7160 or by email at sknopp@elkocitynv.gov to request supporting material for the meeting described herein. The agenda and supporting material is also available at Elko City Hall, 1751 College Avenue, Elko, NV, or 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/391159237. You can also dial in using your phone at **+1 (872) 240-3212**. The **Access Code** for this meeting is **391-159-237.** Members of the public that do not wish to use GoToMeeting may call in at **(775)777-0590**. Comments can also be emailed to cityclerk@elkocitynv.gov.

Dated this 17th day of March 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 City of Elko Planning Department, 1751 College Avenue, Elko, Nevada, 89801 or by calling (775) 777-7160.

Cathy Laughlin, City Planner

CITY OF ELKO
REDEVELOPMENT AGENCY
REGULAR MEETING AGENDA
3:30 P.M., P.D.S.T., TUESDAY, MARCH 23, 2021
ELKO CITY HALL, COUNCIL CHAMBERS
1751 COLLEGE AVENUE, ELKO, NEVADA
https://global.gotomeeting.com/join/391159237

CALL TO ORDER

The agenda for this meeting of the City of Elko Redevelopment Agency (RDA) has been properly posted for this date and time in accordance with NRS requirements.

ROLL CALL

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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

APPROVAL OF MINUTES

February 23, 2021 – Regular Meeting **FOR POSSIBLE ACTION**

I. NEW BUSINESS

A. Review, consideration, and possible action to approve a Design Initiation Agreement between the NV Energy and the RDA for the design of services required for the block ends project, with an initial payment of $1,000, and matters related thereto. **FOR POSSIBLE ACTION**

The RDA awarded the block ends project at their meeting on February 23, 2021. Power is required for the new lighting and irrigation control and therefore, a NV Energy Design Initiation Agreement is required.

B. Review, consideration, and possible action on a request for a demolition grant, filed by Nivens Inc., and matters related thereto. **FOR POSSIBLE ACTION**

The RDA has allocated $75,000 each year for public / private partnerships, which include the Demolition Grant Program. The Demolition Grant Program was created to increase tax increment by eliminating blight. The proposed project must demonstrate that it conforms to the City of Elko Master Plan and RDA Plan and that it furthers one or more of the following goals:

- The Project will eliminate blighted conditions

- The Project will promote economic revitalization
- The Project will stimulate private development

II. REPORTS

A. Budget

B. NV Energy Lighting in Corridor

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 Chairman or Vice Chairman reserves the right to change the order of the agenda and if the agenda is not completed, to recess the meeting and continue on another specified date and time. Additionally, the Redevelopment Agency 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,

Cathy Laughlin

Cathy Laughlin
City Planner

CITY OF ELKO
REDEVELOPMENT AGENCY
REGULAR MEETING MINUTES
3:00 P.M., P.S.T., TUESDAY, FEBRUARY 23, 2021
ELKO CONFERENCE CENTER
724 MOREN WAY, ELKO, NEVADA
https://global.gotomeeting.com/join/921248589

CALL TO ORDER

The meeting was called to order by Reece Keener, Chairman of the City of Elko Redevelopment Agency (RDA).

ROLL CALL

Present: **Mayor Reece Keener**
Councilman Clair Morris
Councilwoman Mandy Simons
Councilman Chip Stone
Councilman Bill Hance

City Staff Present: **Curtis Calder, City Manager**
Cathy Laughlin, City Planner
Bob Thibault, Civil Engineer
DJ Smith, IT Technician
Diann Byington, Recording Secretary
Shelby Knopp, Planning Technician

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

There were no public comments made at this time.

APPROVAL OF MINUTES

November 10, 2020 – Regular Meeting **FOR POSSIBLE ACTION**

The minutes were approved by general consent.

I. NEW BUSINESS

A. Review, consideration, and possible action to accept the 2020 Redevelopment Agency Annual Report, and matters related thereto. **FOR POSSIBLE ACTION**

Pursuant to the provisions of NRS 279.586, the agency shall submit to the Director of the Legislative Counsel Bureau, for transmittal to the Legislature, and to the legislative body

an annual report on a form prescribed by the Committee on Local Government Finance. CL

Cathy Laughlin, City Planner, explained that a copy of the letter that is sent to the Legislative Counsel Bureau was included in the packet, as well as the annual report. The Annual Report shows the tax increment for 2020 and the net assessed value.

*****A motion was made by Councilwoman Mandy Simons, seconded by Councilman Clair Morris, to accept the 2020 Redevelopment Agency Annual Report.**

****Motion passed unanimously. (5-0)***

B. Review, consideration, and possible approval for an extension to the Storefront Grant Program participant Braemar Construction. **FOR POSSIBLE ACTION**

The participant agreement signed by Dusty Shipp and recorded on July 7, 2020 states that the project would be completed within nine (9) months of the date of approval by the RDA Grant Review Committee. The grant was approved on April 28, 2020 and therefore would have been required to be completed by January 28, 2021. Included in the packet is an email dated November 12, 2020 asking for an extension. An additional letter was received from Braemar asking for an extension until August 11, 2021. CL

Ms. Laughlin explained that the email dated November 12th was received after the November 10th RDA Meeting and there was not another Agency Meeting scheduled after that. Staff verbally communicated with Braemar in regards to the extension of their grant. They were in the design process and thought that they could get it permitted and started. Due to the restraints of Covid they reached back out and asked if they could an extension until August 11, 2021. Ms. Laughlin recommended approval of the extension. A onetime extension is allowed in the Participation Agreement.

Mayor Keener mentioned that Braemar had been very busy with projects around town, and that Mr. Shipp pointed out the various challenges related to the pandemic.

*****A motion was made by Councilman Bill Hance, seconded by Councilwoman Mandy Simons, to approve an extension to the Storefront Grant Program participant Braemar Construction to be completed by August 30, 2021.**

****Motion passed unanimously. (5-0)***

C. Review, consideration, and possible approval of an amendment to the Storefront Improvement Grant Program guidelines and participant agreement, and matters related thereto. **FOR POSSIBLE ACTION**

Proposed revisions to the Program Guidelines and Participation Agreement are included. Clarification has been added to the timeline and term of the grant. CL

Ms. Laughlin explained there were a few corrections that were included in the agenda packet information in both the Program Guidelines, as well as the Participation Agreement. It is just

adding some clarification to the timeline and having a deadline for the Agreement to be executed by, as well as adding that the project needs to be executed in a certain amount of time. Previously there was a term limit of three years, which is for the maintenance period after the project is complete. What we have found is we are approving these projects and they are lingering from year to year. There are still projects that were approved in 2017 that have not been reimbursed. What we are trying to accomplish with this is to make it easier on the participants, by giving them a defined timeline, and easier for the City to manage it from budget year to budget year. In order to be consistent with the annual budget process staff feels that these projects need to be started and completed within a timely manner, which has not been the case for the last four years. Ms. Laughlin then went through the changes to the documents that were included in the packet.

Mayor Keener pointed out that March has 31 days. He asked why the application deadline was listed as March 30th?

Ms. Laughlin explained that it had been listed as the 30th from the beginning, probably because the first year the program was in place the 30th fell on the last Friday of the month. That can be changed to the 31st and add that if it falls on a Saturday or Sunday that the deadline would be the next business day.

Mayor Keener thought that would be more logical.

Ms. Laughlin asked the Agency to include that change in the motion.

*****A motion was made by Councilwoman Mandy Simons, seconded by Councilman Clair Morris, to approve the amendments to the Program Guidelines and Participant Agreement, to include changing the deadline to March 31st.**

****Motion passed unanimously. (5-0)***

D. Review, consideration, and possible award of or authorization to rebid the Block Ends Project, and matters related thereto. **FOR POSSIBLE ACTION**

At the November 10, 2020 meeting, the RDA took action to authorize staff to solicit bids for the Block Ends Project. Bids were received until 3:00 p.m. on February 10, 2021. A bid tabulation is included in your packet. Five of the six bids received were over budget. One bid was within budget but it was determined to be nonresponsive. CL

Ms. Laughlin explained that the one bid that was received that was within the budget was determined to be non-responsive because it was missing one of the forms that is a requirement in the bid package. There is a significant difference between the low bid and the next bid up, which was over the engineer's estimate by quite a bit. Mr. Thibault is on the phone and available to answer questions in regards to the design or the engineer's estimate. There is still plenty of time if it is decided that this project needs to go back out to bid.

Mayor Keener asked if it was staff's recommendation to rebid the project.

Ms. Laughlin said it would be her recommendation, because the difference is around $100,000. Very little income comes into the Redevelopment Agency, so that $100,000 could be two years' worth of Storefront Grant Programs. It is unfortunate that there was such a large difference between the low bid and the next bid up.

Mayor Keener asked what Mr. Thibault's estimate was.

Ms. Laughlin thought it was $496,000. She also explained that the expenditure that was in the Resolution was listed at $675,000, because there are various fees for testing, QAQCs, and a variety of other fees. Looking at the overall picture it is quite a difference in cost.

Mayor Keener said it would be his inclination to put the project back out to bid, but he wanted to see what the rest of the Agency thought.

Ms. Laughlin pointed out that one of the bidders was present, but she wasn't sure if they wanted to comment.

Gary Isamen, MKD Construction, explained that he put their estimate together. If the low and the high bids are thrown out, the other four bidders are in line for the scope of work. He said he would understand if the Agency decided to put the project back out to bid, but he felt that they gave a very good number for the scope of work.

Councilwoman Mandy Simons asked for Mr. Thibault's opinion. She asked if he thought there was a reason that the bids were coming in high, or if they would get lower bids if they put the project out to bid again.

Mr. Thibault explained that the City would expect that the bidders would submit a bid in a similar fashion, at a similar number, and hopefully get their ducks in a row and all their paperwork in order. Staff has no reason to believe that they wouldn't submit a very similar bid. Mr. Thibault said for the engineer's estimate he was working with numbers that were received from projects over the last two or three years. He explained that he tries to use current projects, but even that is outdated. These contractors know what the market is doing now. Mr. Thibault recommended that the project go back out to bid.

Councilman Chip Stone asked Ms. Laughlin if there was still plenty of time to put the project back out to bid.

Ms. Laughlin said yes, there was.

Councilman Bill Hance said his only concern was that it was starting to get to the time of year where all the contractors were getting all their projects booked and they might come back and the bids might flip, to where there might not be a low bidder because they have already booked out and moved on. It is getting late in the bidding season already.

Mayor Keener asked Mr. Thibault if his estimate was at $495,000.

Mr. Thibault said that was correct.

Mayor Keener asked Ms. Laughlin what kind of revenue the RDA was bringing in each fiscal year.

Ms. Laughlin said so far, this year the RDA has brought in $245,447, and anticipating revenue around $333,000 for the year.

Councilman Stone said that what Ms. Laughlin was trying to say was very important to hear, that the difference could be $100,000 in Improvement Grants for Storefronts. He asked Ms. Laughlin if she thought if the ricochet factor was a big deal right now.

Ms. Laughlin said it was hard to say. She thought they would just have to wait and see. She wasn't sure what the scope of work was for other contractors. There was a good set of bids for the 5th Street Project, which will be starting soon. Staff didn't put a short timeline on this project. It gives them a little extra time to complete the project, so it might be of interest to contractors. She thought Mr. Thibault might have some other comments on that.

Mr. Thibault added that Ms. Laughlin made a good point with the flexibility and the timeline. Right now, there is 120 days to complete the project. That could be extended. We could give them as much time as we can, but we will have to look to see when the end of construction season will be. If time is on our side, we can be flexible in that, which does appeal to bidders.

Councilman Stone asked if they could approach the six bidders and let them know what our budget is.

Ms. Laughlin explained that the bidders are familiar with the engineer's estimate when they bid on the project. It is reviewed with them.

Mayor Keener said the public works projects have to go through a protocol, where the project is advertised and a few other things. He said there were no short cuts of getting around that.

Mr. Calder said only if there were no bidders there is some flexibility in the Statute, but that is not the case for this project. He added that they might want to consider is that there is an interest rate risk, the risk of oil prices going up, so there are things out there that are outside of our control that can drive up costs. We might end up going through the trouble of rebidding the project and not getting a better bid than we have today. You won't know unless you do it, but don't be surprised if the low bid is in this range, if there is a low bid. Mr. Hance has a valid point on not knowing how many contractors have jobs out there. There is some risk involved in going out to rebid.

Councilman Morris asked how long it would take to rebid.

Mr. Thibault explained that it would take a week to get it advertised; there is a three-week bidding process, and then another week to get it in front of the RDA.

Councilman Morris said they could easily be into the middle of April before the new bid could be awarded.

Mayor Keener said if contractors had other jobs lined up, they wouldn't be as aggressive, so there is a risk.

Councilwoman Simons said they've had problems with low bidders in the past ending up with a lot of change orders, and in the end, it comes out to be around the same as the next lowest bidder. She said she was a little worried that they were that much under. With that concern, she thought maybe they should award the bid to the next lowest bidder.

Mayor Keener asked Mr. Thibault if this was the type of project that he thought there would be a lot of change orders on. He asked if there would be a lot of unknowns once they start peeling things back downtown.

Mr. Thibault explained that anytime work is done in the downtown corridor, and this previously being railroad property, it is unknown exactly what would be encountered underground. That would be the case regardless of which bidder is chosen. There are some unknowns, but Mr. Thibault didn't think a low bidder would be able to justify change orders any more than a high bidder would.

Councilman Stone asked if there was a percentage limit on change orders.

Mr. Thibault said no.

*****A motion was made by Councilwoman Mandy Simons to authorize a rebid for the Block Ends Project.**

****With lack of a second the motion died***

***** A motion was made by Councilman Chip Stone, seconded by Councilman Clair Morris to accept the bid from MKD in the amount of $589,999.**

****Motion passed. (4-1, Councilwoman Simons voted no)***

II. REPORTS

A. Budget

Ms. Laughlin went over the budget report that was included in the packet.

B. NV Energy Lighting in Corridor

Ms. Laughlin reported that NV Energy and Staff have been working diligently together for many years to get the lights replaced in the corridor from 3rd Street to 7th Street. NV Energy owns the lights from 3rd to 7th Street and they are on their roll, so the City could not do the work to replace the bulbs to LEDs. Staff asked NV Energy to convey the lights to the City of Elko. They came back with a depreciated expense of over $57,000 that they wanted the City to pay for the lights. Staff declined and explained that the goal was just to get the lights improved, to get better lighting. Staff finally got with the proper people; they have a grant that they tapped into to pay the expenses to replace the bulbs. They

spent about $15,000 and they recently replaced all the bulbs, with the exception of one. It was planned originally that they were also going to have new lenses made, so they could replace the old ones with new clear ones. They were going to leave the covers off, but the old ones have been put back on. Ms. Laughlin said she planned to reach out to see what they will be doing about the lens covers. There have been reports that it is much brighter downtown and that they are happy with the switch to LED bulbs.

Mayor Keener said he was pleased to see the work being done down there. He said if the old lenses were replaced it would be a vast increase in the amount of light downtown.

Ms. Laughlin added that those light were on a flat rate, and she was going to request that the rate be reduced due to the new LED bulbs.

Mayor Keener asked if NV Energy did a lot of work downtown with replacing some of the power lines.

Ms. Laughlin said the only thing she was aware of was the project they had been working on with the Grant that the City was awarded. We went through the design process and that's where it has stopped. She planned on reaching out to them and asking them what the status is of that project. They were going to be bring the lines underground from the Post Office, down Commercial Street to 4th Street, over from 4th and then the City was taking all the poles down along the Stockmen's parking lot and going underground from that point to 5th Street. NV Energy was then going to bore under 5th Street and dead end the new underground line behind Capriola's. Staff will be reaching out to find out what the status of the project is. They never told the City what our portion of the project cost would be.

There was discussion regarding the Lamoille Power Building. It is getting an interior and exterior remodel. It will be a great addition to the Downtown, as well as additional tax increment.

Ms. Laughlin reported that there had been quite a bit of interest in the Storefront Grant Program. There had already been two applications turned in, which were each requesting $25,000. The applications were for The Star Hotel and Mike Lostra's Building on the corner of 6th and Silver. She was anticipating at least one more application.

There was discussion regarding the Wells Fargo Building and the Nevada State Bank Building that were going to be vacant.

COMMENTS BY THE GENERAL PUBLIC

There were no public comments made at this time.

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ADJOURNMENT

There being no further business, the meeting was adjourned.

_____

Mayor Reece Keener, Chairman
Redevelopment Agency

DRAFT

Agenda Item # I.A.

City of Elko Redevelopment Agency
Agenda Action Sheet

1. Title: **Review, consideration, and possible action to approve a Design Initiation Agreement between the NV Energy and the RDA for the design of services required for the block ends project, with an initial payment of $1,000, and matters related thereto. FOR POSSIBLE ACTION**

2. Meeting Date: **March 23, 2021**

3. Agenda Category: **NEW BUSINESS**

4. Time Required: **10 minutes**

5. Background Information: **The RDA awarded the block ends project at their meeting on February 23, 2021. Power is required for the new lighting and irrigation control and therefore, a NV Energy Design Initiation Agreement is required.**

6. Budget Information:

   Appropriation Required: **$1,000**
   Budget amount available: **$675,000**
   Fund name: **N/A**

7. Business Impact Statement: **Not Required**

8. Supplemental Agenda Information: **Agreement**

9. Recommended Motion: **Approve the agreement between NV Energy and the RDA with an initial payment in the amount of $1,000.**

10. Prepared By: **Cathy Laughlin, City Planner/Redevelopment Manager**

11. Committee/Other Agency Review:

12. Agency Action:

13. Agenda Distribution:

02/17/2021

BOB THIBAULT
CITY OF ELKO

1751 COLLEGE AVE
ELKO, NV 89801

Dear Applicant:

RE: Sierra Pacific Power Company d/b/a NV Energy ("NV Energy") PID 3007113743; E-301 1/4 COMMERCIAL ST-FP-COMM-E-CITY OF ELKO; Design Initiation Agreement (Agreement No. 77438) ("DIA")

Enclosed is the Design Initiation Agreement (DIA) for the above-referenced project. Please accept this letter as NV Energy's formal request to sign, date, and return this agreement. Your signature acknowledges that you have requested a final and binding design for your project and are committed to the process of providing the necessary documentation and information to NV Energy to complete your project.

You must sign and return the original DIA and the initial payment as described on the Memorandum of Advance/Credit - DIA to NV Energy at P.O. Box 10100, Mail Code: R77CSE, Reno, NV 89520 and NV Energy must receive these items, no later than 5:00 p.m. Pacific time on 05/18/2021 or NV Energy may cancel PID 3007113743.

Please remember that your project will not enter the design schedule queue unless you have provided all required materials and information. In addition, successfully resolving any conflict and following NV Energy's process will facilitate the timely completion of your project.

We look forward to working with you. If you have any questions, please do not hesitate to contact me.

Sincerely,

Sylvia Soto
Assoc Utility Design Admin and NV Energy's Project Coordinator for PID 3007113743
Telephone: (775)753-1824
Facsimile:
E-mail: Sylvia.Soto@nvenergy.com

Encl.: One (1) original DIA for signature

Memorandum of Advance/Credit - DIA

Date Issued: 02/17/2021

Project Number: 3007113743

Project Title: E-301 1/4 COMMERCIAL ST-FP-COMM-E-CITY OF ELKO

Applicant Name: CITY OF ELKO

Applicant Address: 1751 COLLEGE AVE, ELKO, NV 89801

Memorandum Number: 71398

Applicant Phone: 775-777-7214

Applicant Fax: 775-777-7219

Applicant Email: BTHIBAULT@ELKOCITYNV.GOV

Project Coordinator: Sylvia Soto

Phone Number: (775)753-1824

Contract Amount Detail:

	Taxable	Non-Taxable	Tax	Total
Subject to Refund	0.00	1,000.00	0.00	1,000.00
Non-Refundable	0.00	0.00	0.00	0.00
			Total Advance Due:	$1,000.00

If proceeding with the contract, please follow the remittance instructions:

1. Please sign contract.
2. Make check, money order, or cashiers check payable to NV Energy. Credit cards not accepted.
3. Write your project number (shown above) on the check.
4. Please remit the contract and payment to the following location:

   NV Energy
   P.O.Box 10100
   Mail Code: R77CSE
   Reno, NV 89520

5. Enclose any necessary project documentation required for your project along with your signed contract and payment.
6. This payment is related to the design phase of your project.
7. NV Energy must receive the signed DIA contract and payment before your project will be assigned to a project coordinator.

Contact your project coordinator at (775)753-1824 with any questions or concerns. Thank you!

Note: All executed documents will be sent via email to the address above.
___Check if you require to receive documents through U.S. Mail

This memorandum is provided for informational purposes only.

DESIGN INITIATION AGREEMENT

Project ID:	3007113743
Project Title:	E-301 1/4 COMMERCIAL ST-FP-COMM-E-CITY OF ELKO
Agreement No.:	77438

This Design Initiation Agreement **("Agreement")** is made and entered between Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy **("Utility")** and CITY OF ELKO, a(n) Municipal corporation of the State of Nevada **("Applicant") (**individually, a **"Party"** and collectively, the **"Parties").**

RECITALS

A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Nevada, in accordance with Tariff Schedules filed with and approved by the Commission.

B. In accordance with Rule 9, Section A.2., Applicant has requested that Utility prepare a Design and perform other activities in connection with the Project.

C. In accordance with Rule 9, other applicable provisions in its Tariff Schedules and this Agreement, Utility has agreed to prepare the Design and perform other activities in connection with the Project.

D. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and Utility's Electric System and that Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

In consideration of the above recitals, mutual covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Definitions

1.1 Terms Defined in Rule 1. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 1: Commission; Person; Service; and Standards.

1.2 Terms Defined in Rule 9. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 9: Advance; Affiliate; Alteration of Existing Facilities; Contingent Facilities; Estimated Total Costs; Project; Property Rights; Rule 9 Agreements; Total Costs.

1.3 Additional Definitions. In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the capitalized terms below will have the following definitions:

(A) Civil Improvement Plans: Civil design drawings and technical specifications that are produced by Applicant for the Development.

(B) Design: The binding design prepared by Utility for the Project.

(C) Development: Applicant's project for which Applicant has requested that Utility prepare the Design and might include new Service and/or the Alteration of Existing Facilities.

(D) Effective Date: The date this Agreement is last signed below.

(E) Electric System: Utility's underground and/or above-ground communication facilities and electric line systems for the distribution and transmission of electricity.

(F) Initial Payment: The estimated Advance for the Total Costs associated with this Agreement.

(G) Project Coordinator: The individual with authority to act on behalf of Utility or Applicant for purposes of the Agreement, as identified in the "Notices" Section of this Agreement.

(H) Project ID or PID: The identification number Utility assigned to this Project.

(I) Rule 1: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.

(J) Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules.

(K) Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of Utility as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended from time to time.

2. Design Costs; Invoicing; Accounting; Interest

2.1 Design Costs. Applicant is responsible for the Total Costs for Design preparation and for Utility to perform other activities in connection with this Agreement. When Applicant delivers the signed Agreement to Utility, Applicant must pay Utility an Initial Payment of **$1,000.00**. After Applicant pays the Initial Payment, provides all information required by Rule 9, Subsection A.2.c and completes a pre-Design meeting (if requested by Utility or Applicant), Utility will begin Design preparation. If Applicant and Utility sign a Rule 9 Agreement for construction of the Project, Utility will account for the amount Applicant paid in this Agreement in that future Rule 9 Agreement for construction of the Project.

2.2 Payment of Invoices; Work Stoppage and Service Delay for Non-Payment. Utility might periodically invoice Applicant in connection with this Agreement for new or increased Total Costs. Applicant must pay Utility's invoices within sixty (60) days of receipt. If mailed, Utility's invoices are deemed by Applicant received three (3) days after the invoice date. Applicant must reference PID 3007113743 on any payment. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work on the Project until after Utility receives payment in full. Any delay in payment might result in a delay in completion of the Design and/or the Project.

2.3 Accounting. If this Agreement terminates under Section 5.1 and Applicant sends Utility a written request within ninety (90) days of the expiration of this Agreement to perform an accounting pursuant to Rule 9, Subsection A.32.d.3, Utility will perform that accounting and either send Applicant an invoice or return any overpayment to Applicant. If this Agreement terminates under Section 5.2, Utility will perform an accounting pursuant to Rule 9, Subsection A.32.d.3 and either send Applicant an invoice or return any overpayment to Applicant.

2.4 Interest. Any amount unpaid and due by Applicant under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Market Data section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility. However, Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.

2.5 Multiple Applicants. [INTENTIONALLY OMITTED]

3. Utility Scope of Work; Access; Design Approval; Providing Information

3.1 Utility Scope of Work.

(A) Design Preparation. Based on information provided by Applicant and in accordance with Utility's Standards and its Tariff Schedules, Utility will prepare the Design, identifying all known Contingent Facilities. Until Applicant approves the Design by signing the Design Approval Agreement, Utility may amend the Design for any reason.

(B) Preparation of Estimated Total Costs. Utility will provide Applicant with the Estimated Total Costs to complete the Project.

(C) Preparation of Property Rights Documents. After Applicant signs the Design Approval Agreement, Utility will prepare the Property Rights documents needed for the Project.

In accordance with Rule 9, Subsection A.2.d.2, if changes must be made to the Design due to Utility errors or omissions, Utility will bear its costs to modify the Design unless Applicant changed the scope or nature of its Development or provided incorrect information. However, the Design is subject to change – at Applicant's cost – as a result of field conditions, Applicant's feedback, a failure to obtain all Property Rights for the Project, a change in Utility's Standards or other reasons.

3.2 Access on Applicant's Property. Applicant must permit Utility access to, over, and across, any property owned or controlled by Applicant, as Utility deems necessary, for the purposes of carrying out this Agreement.

3.3 Design Approval. Applicant must confirm that the Design does not conflict with its Development and that Applicant approves the Design by signing a writing acceptable to Utility **("Design Approval Agreement")** before Utility will prepare the Rule 9 Agreement for construction of the Project or release the Project for construction scheduling.

3.4 Obligation to Provide Information to Utility. Applicant acknowledges that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant acknowledges that it has a continuing obligation to meet with Utility at its request and provide the most current and accurate information concerning Applicant's Development to Utility. In addition to providing the information required by Rule 9, Subsection A.2.c and, within ten (10) days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to absorption information.

4. Identifying Conflicts and Property Rights on Civil Improvement Plans; Resolution of Conflicts

4.1 Identification of Utility Facilities and Property Rights on Applicant's Civil Improvement Plans. Applicant must submit its Civil Improvement Plans to Utility's Project Coordinator. Those plans must identify all conflicts between (A) the Development and Utility's Electric System located within the Development, (B) the Development and Utility's Electric System located within or adjacent to offsite improvements required for the Development, (C) the Development and Utility's Electric System located adjacent to the Development, and (D) the Development and Utility's Property Rights within and adjacent to the Development.

4.2 Submitting Civil Improvement Plans to Utility's Property Services Department. In addition to submitting its Civil Improvement Plans to Utility's Project Coordinator, Applicant must also submit those plans, containing the information described in Section 4.1, to Utility's Property Services Department and follow Utility's conflict resolution process. Additional information regarding this process is on Utility's website at https://www.nvenergy.com/business/building-and-new-construction. Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded. If Utility does not waive or approve the conflict, Applicant must resolve the conflict to Utility's satisfaction.

4.3 Damage to Utility's Facilities or Interference with Utility's Property Rights Identification and Resolution of Conflicts; Costs Associated with Conflicts.

(A) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe Utility's Electric System located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must (1) pay all costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed and (2) provide or obtain Property Rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).

(B) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Utility determines that Applicant, its agents, its contractors, or its subcontractors interfered with Utility's Property Rights, Applicant must (1) pay all costs incurred by Utility that are associated with the interference and (2) either remove the interference and return the Property Rights area to a condition that is usable by Utility or provide or obtain replacement Property Rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).

4.4 No Obligation. Utility is not obligated to provide electric Service to the Development and may stop work on the Design and the Project until after Applicant meets its obligations under Section 4 to Utility's satisfaction.

5. Term; Termination; Surviving Obligations

5.1 Term of Agreement. This Agreement is effective on the Effective Date and, unless terminated earlier under this Agreement, terminates one (1) year from the Effective Date.

5.2 Termination of Project. Applicant may terminate the Project with prior written notice to Utility. If Applicant terminates the Project, this Agreement will terminate thirty (30) days after Utility receives that termination notice. If the Parties mutually agree to terminate the Project, Utility will document that in a writing sent by Utility to Applicant; and, this Agreement will terminate thirty (30) days thereafter.

5.3 Obligations Surviving Default or Termination. Any default, expiration, or termination of this Agreement or excuse of performance does not release Applicant from any liability or obligation to Utility for:

(A) Paying the Total Costs associated with this Agreement incurred before excuse of performance, default or termination, and paying all costs that result from excuse of performance, termination or a Party's default.

(B) Resolving all conflicts between the Development and Utility's Electric System located within or adjacent to the Development, at Applicant's expense.

(C) Resolving all conflicts between the Development and Utility's Property Rights within and adjacent to the Development, at Applicant's expense.

The provisions of Section 2.2, Section 2.3, Section 2.4, Section 6, Section 7.1, Section 7.4, Section 7.5, Section 7.18 and Section 7.19 continue to apply to this Section 5.3.

6. Notices

6.1 Method of Delivery; Contacts. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally, sent by electronic mail or sent by certified mail (postage prepaid, return receipt requested) or by a recognized international courier, and addressed to the Party's Project Coordinator's as follows:

Utility:
NV Energy
Soto, Sylvia (NV Energy)
Physical Address: 542 Commercial Street, Elko, NV 89801
Mailing Address: P.O. Box 10100, Mail Code: R77CSE, Reno, NV 89520
Telephone No.: 775/834-2824
Email Address: Sylvia.Soto@nvenergy.com

Applicant:
CITY OF ELKO
BOB THIBAULT
Physical Address: 1751 COLLEGE AVE, ELKO, NV 89801
Mailing Address: 1751 COLLEGE AVE, ELKO, NV 89801
Telephone No.: 775-777-7214
Email Address: BTHIBAULT@ELKOCITYNV.GOV

6.2 Additional Notice. For any notice given by Applicant to Utility under Section 2.3 and Section 5.2, Applicant must also send a copy to:

NV Energy
Attn.: Rule 9 Contract Administration
7155 Lindell Rd M/S B90SD
Las Vegas, NV 89118
Email Address: Rule9department@nvenergy.com

6.3 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication required or permitted under this Agreement is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the date the Party sends the electronic mail provided that Party does not receive a failed delivery notification; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Coordinator or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

7. Miscellaneous Provisions

7.1 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties pursuant to Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties and supersede any portion of this Agreement should a conflict arise. However, Rule 9 is the version in effect on the Effective Date unless otherwise specified. Notwithstanding Section 7.9, this Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction. This Section survives default, expiration, or termination of this Agreement or excuse of performance.

7.2 Integration. This Agreement, together with documents executed with the same formality as this Agreement, represent the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

7.3 Assignment. This Agreement is binding upon the successors and assigns of Applicant effective upon receipt of written consent of Utility, such consent not to be unreasonably withheld. However, no assignment is effective until after the requirements in Rule 9, Section A.19 are complied with, including but not limited to (A) Applicant's successor or assignee agrees in writing to assume all obligations and liabilities under this Agreement and (B) Applicant (in Utility's discretion) agrees in writing to continuing liability in connection with certain obligations.

7.4 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any consequential, indirect, exemplary or incidental damages, including but not limited to damages based upon delay, lost revenues or profits. This Section survives default, expiration, or termination of this Agreement or excuse of performance.

7.5 Choice of Law and Venue. This Agreement is governed by and will be construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Washoe County, Nevada or the federal district court with jurisdiction over Washoe County, Nevada. The Parties agree they will not initiate an action against each other in any other jurisdiction. This Section survives default, expiration, or termination of this Agreement or excuse of performance.

7.6 No Waiver. The failure of either Party to enforce any of the provisions of this Agreement at any time, or to require performance by the other Party of any of the provisions of this Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of this Agreement, or the right of any Party to enforce each and every provision.

7.7 Independent Contractor. Neither Applicant nor Utility is, nor will they be deemed to be, for any purpose, the agent, representative, contractor, subcontractor or employee of the other by reason of this Agreement. Nothing in this Agreement or any contract or subcontract by Applicant will create any contractual relationship between Applicant's employee, agent, contractor or subcontractor and Utility.

7.8 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed this Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.

7.9 Amendments. Any changes, modifications, or amendments to this Agreement are not enforceable unless consented to in writing by the Parties and executed with the same formality as this Agreement.

7.10 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any Person not a party to this Agreement, such as Applicant's contractors, any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

7.11 Remedies. All rights and remedies of a Party provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to a Party at law, in equity, or otherwise.

7.12 Headings; Cross References. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All references in this Agreement to Sections and Subsections are to Sections and Subsections in this Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.

7.13 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to any standard of custom or reasonableness.

7.14 Severability. If any portion or provision of this Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of this Agreement void, the other portions or provisions of this Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

7.15 Counterparts. The Parties may execute this Agreement in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.

7.16 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.

7.17 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The individuals executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

7.18 Joint and Several Liability. [RESERVED]

7.19 Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

UTILITY:

Sierra Pacific Power Company d/b/a NV Energy

By: _____

Printed Name: _____

Title: _____

Date: _____

APPLICANT:

CITY OF ELKO

By: _____
Signature

Printed Name: _____

Title: _____

Date: _____

Agenda Item # I.B.

Elko Redevelopment Agency
Agenda Action Sheet

1. Title: **Review, consideration, and possible action on a request for a demolition grant, filed by Nivens Inc., and matters related thereto. FOR POSSIBLE ACTION**

2. Meeting Date: **March 23, 2021**

3. Agenda Category: **NEW BUSINESS**

4. Time Required: **10 minutes**

5. Background Information: **The RDA has allocated $75,000 each year for public / private partnerships which include the Demolition Grant Program. The Demolition Grant Program was created to increase tax increment by eliminating blight. The proposed project must demonstrate that it conforms to the City of Elko Master Plan and RDA Plan and that it furthers one or more of the following goals:**
   - **The Project will eliminate blighted conditions**
   - **The Project will promote economic revitalization**
   - **The Project will stimulate private development**

6. Budget Information:
   Appropriation Required: **$25,360.00**
   Budget amount available: **$75,000**
   Fund name: **Redevelopment Agency**

7. Business Impact Statement: Required **Not Required**

8. Supplemental Agenda Information: **Grant Guidelines, Application and supporting documents**

9. Recommended Motion: **Approve demolition grant to Nivens, Inc. in the amount of $25,360.00 to be reimbursed as stated in the program guidelines Section J.**

10. Prepared By: **Cathy Laughlin, Redevelopment Manager**

11. Committee/Other Agency Review:

12. Agency Action:

13. Agenda Distribution:

Program Guidelines

A. Purpose

NRS 279.566 requires that every redevelopment plan must provide for the participation and assistance in the redevelopment of property in the redevelopment area by the owners of all or part of that property if the owners agree to participate in conformity with the redevelopment plan adopted by the legislative body for the area.

B. Program Goals

To ensure that all projects receiving City of Elko Redevelopment Agency (Agency) funds are consistent with the City of Elko Redevelopment Plan and the Nevada Revised Statutes, the person participating (Participant) in the Demolition Grant Program (Program) must demonstrate that a proposed Project conforms to the City of Elko Master Plan and RDA Plan and that it furthers one or more of the following goals:

- The Project will eliminate blighted conditions
- The Project will promote economic revitalization
- The Project will stimulate private development

C. Program Summary

This program is a public-private partnership for expenses related to demolition of a blighted or dilapidated building(s). The Program Participant must demonstrate that the property will be redeveloped with a new development that will increase the current assessed valuation by at least 100%. Reimbursement for the approved project will take place upon final inspection and Certificate of Occupancy by the City of Elko is issued for the new development.

D. Participation and Funding Requirements

- In order to participate in the Program, a person must be an owner of the property to be demolished, referred to in these Guidelines as the "Program Participant."
- The maximum Program funding that may be awarded is subject to RDA approval per lot or parcel with a single Assessor's Parcel Number.
- Program Participants are competing for a very limited amount of funds and, as such, may meet all criteria and yet still not receive any funds or the full amount of their request.

E. Application Period

- Applications will be accepted by the Agency at all times during the fiscal year.
- Applications will be accepted on a first-come, first-served basis until all available, budgeted funding is exhausted.

F. Eligible Properties

All of the following requirements must be satisfied for a Project to receive consideration for funding:

1. The Project must consist of demolition of blight or dilapidated building(s) and must present plans for full parcel redevelopment consistent with permitted uses based on applicable zoning and other City requirements.
2. The Project must be located within the City of Elko Redevelopment Area.
3. The Applicant must be the property owner(s) of a program-eligible building.
4. The Program Participant may not apply for more than one (1) Agency-funded incentive per Agency fiscal year.
5. The property on which the Project is situated must be free of all mechanic's liens at the time of Application.
6. The Program Participant may not be listed as debtor in bankruptcy proceedings, or have declared bankruptcy within five (5) years prior to the date the Application is submitted.
7. The Program Participant may not be delinquent on any Federal, state, or local taxes.
8. The Program Participant may not be delinquent on any bills or debts payable to the City of Elko.

G. Ineligible Properties and Uses

The following are ineligible for participation in the Program:

1. Properties which have received funding from the Agency, or from the City of Elko, within the year prior to Application for capital improvements, on-site improvements or off-site improvements
2. Government offices and agencies (non-governmental tenants are eligible) or other non-taxed entities
3. Property owners who intend to develop the Property for any residential use of less than 5 residential units following demolition of existing buildings and/or structures.

H. Bidding/Construction/Permits

1. Program Participants must obtain at least two (2) competitive third-party contractor bids for the demolition. All such contractors must be licensed by the State of Nevada, have in effect any required contractor's bonds, and have in place all necessary City of Elko licenses.
2. Construction contracts will be between the Program Participant and the contractor; the Agency will not be a party to any construction contract under the Program. The contractor must obtain all required permits prior to commencing work.
3. The contractor that is selected to perform the demolition must provide the Agency with certificates of insurance evidencing coverage against bodily injury and property damage, with limits of $1M occurrence/$2M aggregate; $1M commercial auto coverage; and Nevada workers compensation coverage (or employer's liability coverage) covering all employees for no less than the amount required by law.
4. The final selection of a demolition contractor is the sole responsibility of the Program Participant. The Agency has no responsibility for the performance of the work.

5. The quality, timeliness and completeness of the work performed on the Project are matters to be resolved between the Program Participant and the contractor, notwithstanding the Agency's reimbursement requirements.
6. The Program Participant is advised, for its own protection, to obtain a written warranty for the Project work from the contractor.
7. Program Participants are responsible for the design of the proposed redevelopment project on the parcel after completion of the demolition, obtaining the necessary bids, selecting a contractor and completing the project as presented to the RDA in the application.

I. Redevelopment Agency Approval

The following process will be used in awarding Program funding:

1. The Agency has the discretion to approve or deny any and/or all of the Applications.
2. The Agency has the discretion to determine the amount of funding for each project based on the merit of the project.
3. Program Participants with Agency approved projects will be required to sign a participation agreement with the Agency.

J. Disbursement of funds

Funds will be disbursed only after the following conditions have been met.

1. All work required in the redevelopment of the property has been completed, inspected and approved by the Agency or a representative assigned by the Agency.
2. Certificate of Occupancy for the new development has been issued by the City of Elko.
3. The Agency has received proof that the demolition contractor(s) has been paid, such as lien releases or cancelled checks.

City of Elko Redevelopment Agency

Demolition Grant Program

RECEIVED

MAR 11 2021

Application

The Demolition Grant Program provides City of Elko Redevelopment Agency (RDA) funds to assist any property owner(s) in demolition of an eligible property within the Redevelopment area.

Please submit a complete application with the listed required documents and appropriate signatures to avoid any delays in processing. Please print legibly in either black or blue ink.

1. Project

Project Name: Gregory Insurance Demolition

Funding Requested (Amount): $25,360.00

2. Property Information

Business Name: Nevins Inc. dba Gregory Insurance

☒ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Sole Proprietorship ☐ Other

Physical Address: 789 Railroad Street

Mailing Address 1250 Lamoille Hwy Un 627

City: Elko State: NV Zip Code: 89801

Phone:775-738-7103 Cell:775-397-6488 Fax:

Current Building Use: vacant, was previously Gregory Insurance

3. Property Owner (Participant)

Name: Nevins Inc.

Mailing Address: 1250 Lamoille Hwy Unit 627

City: Elko State: NV Zip Code: 89801

Phone: 775-738-7103 Cell: 775-397-6488 Fax:

Email: leah42@citlink.net

Are there multiple owners? ☐ Yes ☒ No If yes, provide additional sheet for each property owner

4. Contact Person or Representative		
Name: Leah Gregory		
Mailing Address: 1250 Lamoille Hwy Un 627		
City: Elko	State: NV	Zip Code: 89801
Phone: 775-738-7103	Cell: 775-397-6488	Email: leah42@citlink.net

The following must be submitted with a complete application:

☒ Photographs of existing building.
☒ 2 bids from contractors licensed to perform the demolition work.
☒ A copy of the most recent Elko County property tax bill for the parcel.
☒ Detailed analysis of the project costs and anticipated assessed value upon completion of the new development
☒ Preliminary construction documents, including plans, site plan and elevations of proposed new development. Plans must include sufficient detail to show all elements of the project.

1. Please list and describe the proposed improvements.

The existing building, fence and site concrete will all be removed as well as a few interior trees. The new building will be 2,500 sq. ft. in size and have two commercial units with a common area for restrooms and utilities. Gregory Insurance will take the interior unit and will lease the exterior unit as a professional office. There will be added parking in the rear of the property with access from the public right-of-way alley and there will be a drive through for insurance payments. The new building will have architectural finishes of stucco, cultured stone, metal awnings, and many windows. Additional landscaping will be added and maintained to enhance the appearance of the corner property.

2. Please describe the extent to which the existing building or on-site improvements are dilapidated or considered blight.

The building had a fire over a year ago. Although the insurance company felt it could be mitigated and salvaged, the property would take a tremendous amount of revenue to bring the property up to current building and fire codes. The property has sat vacant for over 12 months and therefore lost all legal non-conforming status and therefore would be required to be brought up to current codes. The portion of the original house is just a rock foundation and not by any means structurally sound. The building currently has several boarded up windows and doors and is considered blight.

3. Briefly describe the goals you hope to accomplish as the business and/or property owner undertaking this project:

My goal would be to bring new life to the corner of 8th and Railroad. A new building with a more modern design will enhance the entire area. The Centennial Park across the street with the newly added Centennial Tower and park expansion are just a portion of what this new development will do for the downtown. I am investing a lot of money into the property and believe in the downtown revitalization. My investment in the downtown will turn into more tax revenue for the Redevelopment Agency and therefore be a great return on your investment if I am awarded the demolition grant.

4. Explain how your project will benefit the City of Elko. Choose all that apply and provide written explanation for each:

☒ **The project will eliminate blighted conditions**

The property is originally a house and has been added on many times. Since the fire, the property has been boarded up and is very blight. Tearing down the building will be the solution to eliminate the blighted condition.

☒ **The project will promote economic revitalization**

Not only will Gregory Insurance be moving back to the downtown from their current leased location, there will be an additional space available for lease. This will bring an additional business to the downtown and promote economic revitalization. There could potentially be 10-12 employees within the two businesses which then benefits downtown restaurants, stores and other businesses.

☒ **The project will be consistent with the City's master plan**

The City's master plan designates Downtown Mixed Use as the land use for this parcel. A new commercial building is consistent with the land use designation. A new commercial building also meets the following objectives within the City's Master Plan.

Objective 2: Encourage revitalization and redevelopment of the downtown area to strengthen its role as the cultural center of the community.

Objective 4: Consider a mixed-use pattern of development for the downtown area, and for major centers and corridors, to ensure the area's adaptability, longevity, and overall sustainability.

Objective 6: Encourage multiple scales of commercial development to serve the needs of the region, the community, and individual neighborhoods.

Objective 8: Encourage new development that does not negatively impact County-wide natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains etc., or pose a danger to human health and safety.

Acknowledgement of Application Provisions: (please check each that you acknowledge)

☒ I/We affirm that this project conforms to all applicable codes, ordinances and regulations.
☒ All applicable permits will be obtained for this project and all accompanying inspections will be successfully completed prior to receiving reimbursement.
☒ I/We affirm that I/we am/are in good standing with the City of Elko with respect to taxes, fees, or other financial obligations to the City.
☒ I/We hereby affirm that I/we have full legal capacity to execute and submit this application, and that all information and exhibits herewith submitted are true and correct to the best of my/our knowledge.
☒ I/We agree to provide the City of Elko Redevelopment Agency (hereinafter the "Agency") with access to the property, as deemed necessary by the Agency, to make all reasonable inspections and investigations, and to take pictures of the property while the application is being processed.
☒ I/We understand that I/we must complete and sign a Participation Agreement to initiate a date of project execution.
☒ I/We understand that applying for Demolition Grant funds does not obligate the Agency to allocate or award funds for the specified project.
☒ I/We understand that the project shall comply with the Program Guidelines.
☒ I/We understand that only upon final inspection and issuance of a Certificate of Occupancy by the City of Elko will the Agency disburse the authorized funds.
☒ I/We grant permission to the Agency to use my/our personal and business image(s), name, and/or other related content gathered in relation to your participation in the Storefront Improvement Program for promotional purposes. Such purposes may include, but are not limited to brochures, newsletters, and digital images.

Sean Gregory — 3/8/2021.

Owner Signature — **Date**

Owner Signature — **Date**

Nevins Inc.
789 Railroad Street
Elko, NV 89801

Additional Information to supplement application for RDA Demolition Grant

Program Guidelines state: *The Program Participant must demonstrate that the property will be redeveloped with a new development that will increase the current assessed valuation by at least 100%.*

I have included in the application a copy of the current fiscal year assessed value as well as the fiscal year 21-22. The structure is assessed at $20,287 to $20,110. 100% increase would be an assessed value of $40,220. The assessed value is 35% of the value so this would equate to the new construction costing $114,925.00. New commercial construction is between $150 and $250 a square foot. I currently don't have the exact bid on the new building but, can assure you that it will be more than $114,925.00 which will bring the structure portion of my property taxes to the value of the permit. City of Elko Building Department would value a new commercial construction, B occupancy, 2,500 sq. ft. at $266,650.00 for permitting purposes which would be significantly more than the 100% increase in assesses value.

Here are some existing photos to so the dilapidated state and blight:

Existing Front Elevation – Railroad Street View

Existing Interior Side Elevation

Existing Rear Elevation – Alley View

Existing Exterior Side Elevation – 8th Street View

Ruby Dome, Inc.
8525 E. Idaho St.
Elko, NV 89801
Phone: (775) 738-2154
Fax: (775) 738-8083
GENERAL ENGINEERING CONTRACTOR
NV Lic. #14291

QUOTE

QUOTE NO
1091

TO Gregory Insurance/Leah Gregory
789 Railroad Street
Elko, NV 89801

QUOTE DATE	VALID THRU	FOR	PAGE
3/1/2021	3/15/2021	789 Railroad St. Demo	1

Quote Includes: Fence removal, curb removal, onsite concrete removal, tree stump removal, dump fees, traffic control.

Exclusions: Demolition permits, surveying, staking.
Terms: Net 10 days from invoice date. A 1.5% Monthly Finance Charge will be assessed to past due accounts.

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
QUOTE	1	Remove & dispose of existing structure, install and compact structural fill in basement area.	31,400.00	31,400.00*

* means item is non-taxable

TOTAL AMOUNT $31,400.00

Stephen P. Dorsa President Ruby Dome, Inc.

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

Date of Acceptance: _____

Signature: _____

Signature: _____

Note: This quote may be withdrawn by us if not accepted within 10 days.
All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

PROPOSAL

FAULSTICH & RAND CONSTRUCTION
P.O. BOX 2703
ELKO, NV 89803
(775) 738-7463
(775) 753-7695 FAX
Nevada License: #0020769

Submit to:	Leah Gregory	Phone:	(775) 738-6879	Date:	3/10/2021
Street:	789 Railroad St.	Job Name:	789 Railroad St.		
City, State, Zip:	Elko, NV 89801	Job Location:			
Architect:	Date of Plans:	Fax:	( )	Job:	

We hereby submit specifications and estimates for:

Complete demolition and removal of existing structure, footings, site concrete, landscaping, and backfill crawl space and footings with structural fill.

Lump Sum $25,360.00

Notes: Compaction test by Faulstich and Rand Const.
Permits and Fees by property owner
Utilities to be removed by utility provider companies

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

Twenty-five thousand three hundred sixty dollars ($ **25,360.00**)

Payment to be made as follows:

Net 30 days

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

Authorized Signature: Rey Jae E McCabe

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

Read Carefully

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

Acceptance of Proposal

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

Date of Acceptanee: _____

Signature _____

Signature _____

9656077-3564-1-1*

ELKO COUNTY
571 IDAHO ST
ELKO NV 89801-3715

RETURN SERVICE REQUESTED

NOTICE OF ASSESSED VALUATION

THIS IS NOT A TAX BILL - IT IS A NOTICE OF VALUE ONLY

9656077-3564-1 1 1 **********AUTO**5-DIGIT 89801

NEVINS INC
789 RAILROAD ST
ELKO NV 89801-3829

Mailing Date : 12/11/2020

Questions: phone 775 738-5217 or email assessor@elkocountynv.net

YOUR PROPERTY TAX BILL IS CAPPED, NOT YOUR ASSESSED VALUE.

Opt 5

PER NRS 361.300 ASSESSMENT ROLL AVAILABLE AT:
https://www.elkocountynv.net/departments/assessor1/tax_roll.php

Parcel Number : 001275004
District : 11.5 - Elko Re-dev
Appraisal Year : 2021

Property Location : 789 RAILROAD ST

ASSESSED VALUES	Current Fiscal Year 2020-21	Next Fiscal Year 2021-22
LAND	31,500	31,500
STRUCTURES, ETC	20,287	20,110
PERSONAL PROPERTY	416	378
EXEMPTIONS	0	0
ASSESSED TOTAL	52,203	51,988
TAXABLE TOTAL	149,152	148,537
NEW VALUE EXCLUDED FROM PARTIAL ABATEMENT	0	0

11310PNAD 12/11/20 CMYK

Shelby Knopp

From: Cari Carpenter
Sent: Thursday, March 11, 2021 2:43 PM
To: Shelby Knopp
Subject: RE: 789 Railroad Street

Hi Shelby,

The water is off there so we haven't billed them in about a year. There is nothing outstanding.

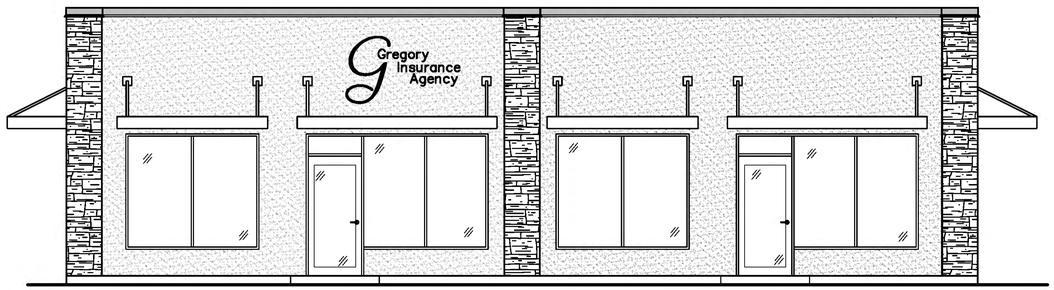
Have a good afternoon,
Cari

From: Shelby Knopp
Sent: Thursday, March 11, 2021 2:40 PM
To: Cari Carpenter <ccarpenter@elkocitynv.gov>
Cc: Cathy Laughlin <claughlin@elkocitynv.gov>
Subject: 789 Railroad Street

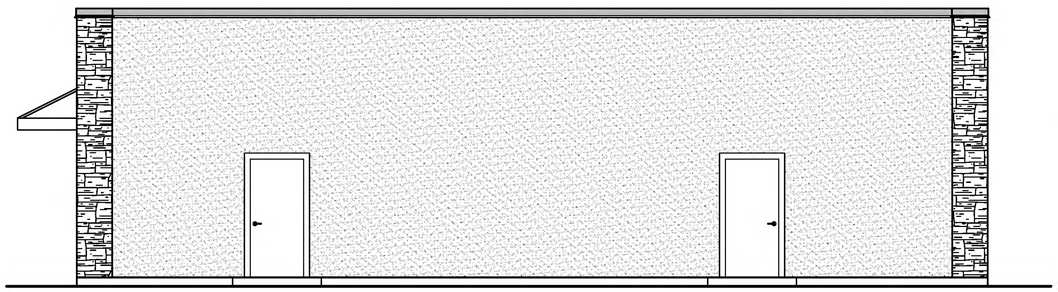
Good Afternoon Cari,
Can you tell me if 789 Railroad Street is up to date on their water bill?

Thank you!

Shelby Knopp
Planning Technician
City of Elko
Planning Department
Ph (775) 777-7160
FX (775) 777-7219



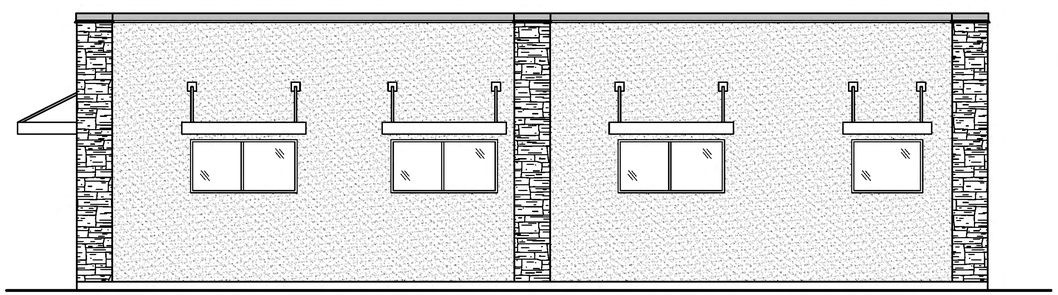
D1 FRONT ELEVATION – RAILROAD STREET VIEW
SCALE 1/4" = 1'-0"



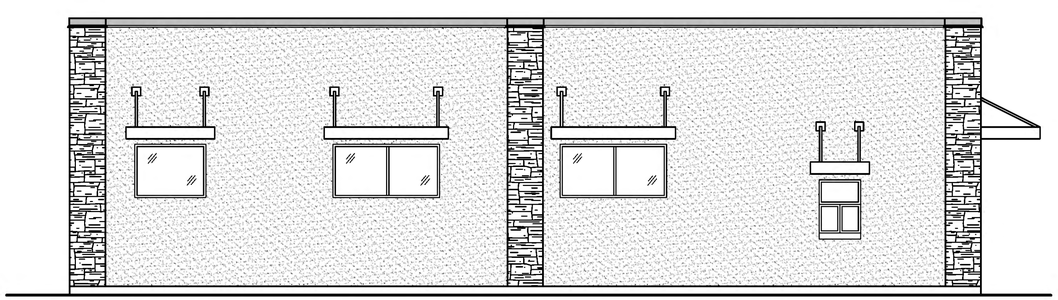
D3 REAR ELEVATION – ALLEY VIEW
SCALE 1/4" = 1'-0"

D1 FLOOR PLAN
SCALE 1/4" = 1'-0"

TOTAL SQUARE FOOTAGE = 2,500



D3 EXTERIOR SIDE ELEVATION – 8TH STREET VIEW
SCALE 1/4" = 1'-0"



D3 INTERIOR SIDE ELEVATION
SCALE 1/4" = 1'-0"

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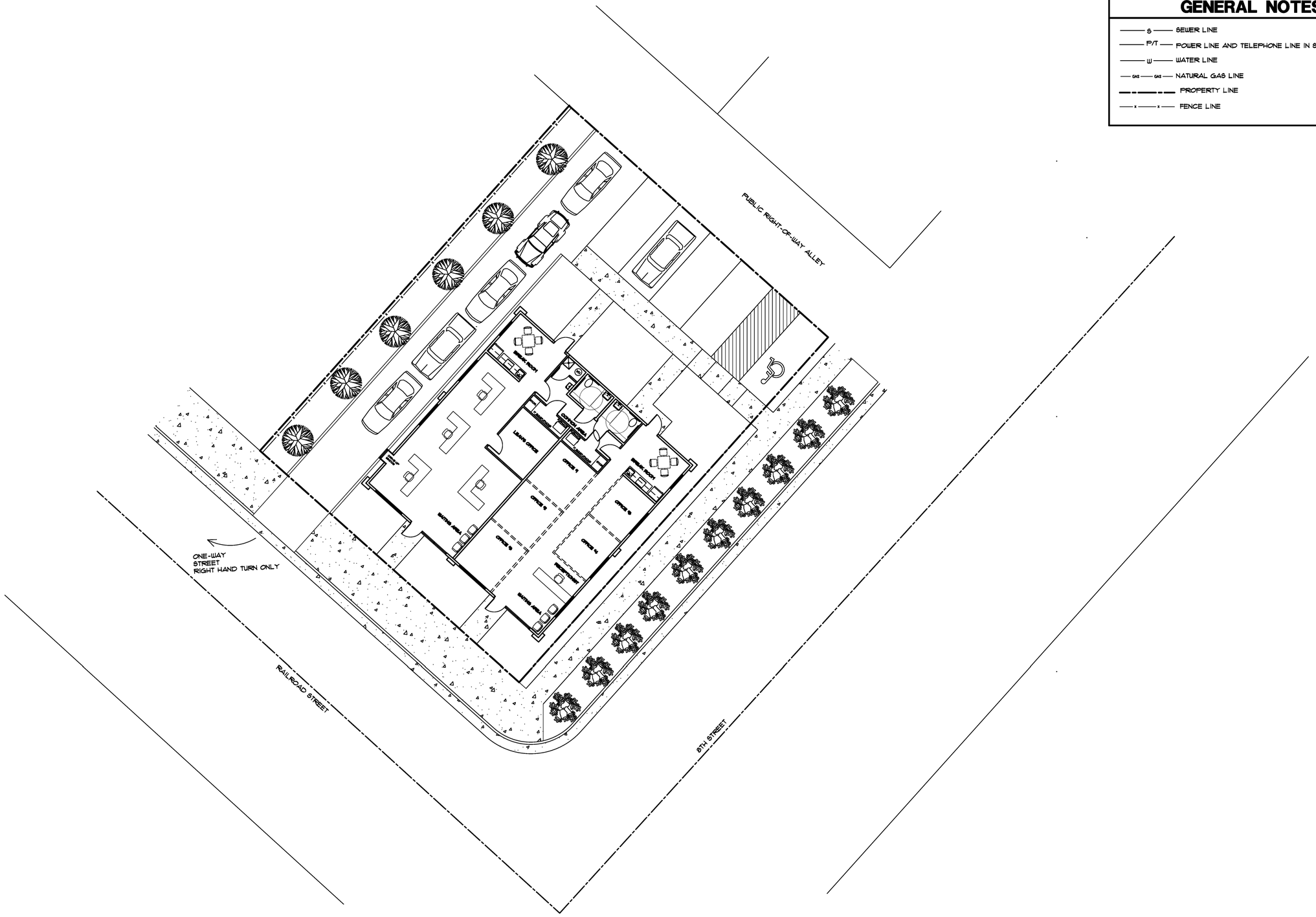
GREGORY INSURANCE
NEW CONSTRUCTION
ELKO NEVADA
FLOOR PLAN AND ELEVATIONS

DRAWN	CFL
CHECKED	
DATE	3/5/2021
SCALE	Not To Scale
JOB NO.	–
SHEET	A1.0

OF 2 SHEETS

GENERAL NOTES

—— S ——	SEWER LINE
—— P/T ——	POWER LINE AND TELEPHONE LINE IN SAME TRENCH
—— W ——	WATER LINE
— GAS — GAS —	NATURAL GAS LINE
— — — —	PROPERTY LINE
— x — x —	FENCE LINE



D1 SITE PLAN

SCALE 1" = 10'-0"

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GREGORY INSURANCE
NEW CONSTRUCTION
ELKO NEVADA

SITE PLAN

DRAWN	CFL
CHECKED	
DATE	3/5/2021
SCALE	Not To Scale
JOB NO.	-
SHEET	S1.0

OF 5 SHEETS

Redevelopment Agency 2020/2021 Budget

July 1, 2020 to June 30, 2021

Revenues		
	Approved Budget	As of 3/15/2021
Beginning Fund Balance	**$1,358,208**	
Budget to beginning fund balance dif.	**-$58,339**	
Property Tax Revenues (anticipated)	$393,888	$266,445
Interest Revenues (anticipated)	$7,000	$3,616
Transfer in from General Fund		
Total Revenues	$1,700,757	$270,061

Balance to date	$1,564,654

Expenditures		
	Approved Budget	As of 3/15/2021
Legal	$20,000	$629
Public Improvements		
Misc. items	$1,000	$247
Storefront Program (pledged 2017)	$25,000	
Storefront Program (pledged 2018)	$25,000	
Storefront Program (pledged 2019)	$16,918	
Storefront Program (pledged 2020)	$98,448	
Storefront Program (pledged 2021)	$50,000	
Public-Private Partnerships	$75,000	
RAC Recognition Program	$1,000	
400 Block Alley power project	?	
Block End Project	$600,000	$4,400
Stockmen's Parking lot	$99,999	
Balance towards savings	$688,292	
Revolving Fund	$100	
Total Expenses	$1,700,757	$5,275

M:\Planning\Redevelopment\RDA Budgets\RDA Budget 2020-2021
3/16/2021

Downtown Idea Exchange

Improving physical, social, and economic conditions downtown

Vol. 68, No. 3
March 2021

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@DowntownDevelopment.com

Small Cities Woo Residents, Workers with Student Loan Assistance, an archive article

Marijuana Dispensaries Create Demand for Space, an archive article

ATTRACTION

Amid national wave of migration, cities add incentives for remote workers

The coronavirus pandemic has unleashed a new wave of migration, one that sees Americans moving out of New York, Illinois, and California and into lower-cost states such as Texas, Florida, and Arizona.

Some cities are boosting their chances of attracting new residents by dangling incentives. MakeMyMove.com, which bills itself as "the first concierge service for remote workers to get rewarded for finding their new homes," lets economic developers market those incentives to workers with wanderlust.

Evan Hock, co-founder of MakeMyMove.com, sees the coronavirus pandemic dramatically reshaping the U.S. economy. For a generation, mid-sized and small cities have seen a brain drain as the most ambitious and skilled workers flock to hubs such as New York, Boston, Northern California, Los Angeles, and Seattle.

However, the superstar cities have become victims of their own success, Hock says.

"Those coastal areas have become effectively unlivable for

(Continued on page 3)

CLEAN AND SAFE

Where protests turned violent, merchants struggle to buy insurance

During the civil justice protests of 2020, some downtowns suffered property damage when demonstrators broke windows and looted stores.

For merchants in those downtowns, the fallout continues. Some say they can no longer find insurance coverage that will protect them from future episodes of civil unrest. And business owners worry that the hands-off policing approaches in some cities leave their stores vulnerable to future episodes of vandalism and theft.

In Portland, OR (est. pop. 653,467), independent shop Mercantile Portland has emerged as a poster child for victims of the unrest. In late May, thieves cleaned out its inventory of high-end women's clothing and vandalized the interior of the shop.

(Continued on page 8)

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Building an appealing downtown? Sometimes you need to break the rules

As a proponent of tactical urbanism, Isaac Kremer is willing to break the rules once in a while.

Kremer, executive director of the Metuchen Downtown Alliance in Metuchen, NJ (est. pop. 13,853), recently told the New Jersey Downtown Conference about the "unsanctioned" parklet project he built on a downtown street.

The parklet included chairs and planters on a platform in an on-street parking spot. When police and county officials spotted the unapproved structure, they ordered it to be removed.

"We left it out for a week, but then it had to go," Kremer says.

Kremer explains that tactical urbanism calls for pushing the usual boundaries — but within certain parameters. He stresses safety during the building process. And if local officials or others become angry about what he's doing and confront him, he has a plan for responding calmly and defusing the situation.

"I've never had someone go to the bospital," Kremer says. "I've never had anyone arrested."

The appeal of tactical urbanism is plain: Downtown leaders can build an inexpensive demonstration of a proposed change, and locals can decide whether they like it.

Proponents of the approacb say it's a more effective and efficient way to improve downtown. Rather than getting bogged down in months of approvals and bureaucracies, a project can go up quickly and cheaply.

Kremer offers seven tips for bringing tactical urbanism to your downtown.

1. Build a team. Cultivate relationships with people who have skills in carpentry, design, and other tasks necessary for these small-scale construction projects. Knowing someone with a truck is especially important, Kremer says.

2. Pick a date, make a poster, and tell somebody you're doing something. Kremer calls this tactic "blackmail yourself" — once you publicly commit to a bit of tactical urbanism, you'll feel compelled to move forward.

3. Every project is a pilot project. If something doesn't work, tear it apart and start over.

4. Start small and scale up. Kremer calls it an "iterative process."

5. Small bets can lead to big wins. In Metuchen, a $19,000 Livable Communities grant was followed by more than $650,000 in funds flowing into downtown.

6. Talk to your constituents. During normal times, Kremer's mantra was to get out and walk around downtown. During the pandemic, he adjusted the rule to this: Call 20 businesses a day. Developing those relationships makes it much easier to win support for projects.

7. Avoid the naysayers. Tactical urbanism emerged in part as a workaround to the small group of vocal residents who loudly oppose any new idea. "If you focus on the negative people, you will go crazy," Kremer says. Instead, he focuses on pleasing positive, supportive people.

Contact: Isaac Kremer, Metuchen Downtown Alliance, 313-268-4356.

Amid national wave of migration, cities add incentives for remote workers — *Continued from page 1*

the vast majority of people — the long, long commutes, the high cost of housing," he says. "People put up with it because that's where the jobs are."

A college-educated worker might make $120,000 in one of the superstar cities, and yet find homeownership out of reach. However, the new wave of remote working lets that worker take the six-figure paycheck to Chattanooga, Topeka, or Tulsa and afford a roomy house with a home office.

Cash and other incentives

As of mid-February, MakeMyMove had compiled incentives from about three dozen communities.

A typical offer comes from Newton, IA (est. pop. 15,164). It promises new arrivals up to $10,000 toward a new home. A Get to Know Newton welcome package includes discounts at local restaurants and shops valued at $2,500.

In another example, Topeka, KS (est. pop. 125,318), is offering $10,000 to transplants who rent and $15,000 to new arrivals who buy homes. As an extra enticement, Jimmy John's Gourmet Sandwiches will serve up $1,000 worth of food deliveries through the Choose Topeka program.

A group of communities in northwestern Arkansas offers a bicycle as part of its relocation program. Not into bikes? You can get a one-year membership to a museum instead.

Other examples of local and state incentives:

• Chattanooga, TN (est. pop.182,803), already home to a nascent tech industry, has an incentive program that offers software engineers moving to Chattanooga $10,000 toward a new home and $1,250 for moving expenses.

• Along the Gulf Coast of Alabama, the municipalities of Florence, Muscle Shoals, Sheffield, and Tuscumbia are offering $10,000 to transplants.

• The state of Maine is dangling tax rebates to transplants. After living in Maine for the tax year, new arrivals who graduated from college after 2008 can qualify for tax rebates equal to their state taxes for the year. There are additional benefits for workers with bachelor's degrees in some technical fields, or graduate degrees.

• Savannah, GA (est. pop.144,457), is offering moving expenses of $2,000 for tech workers.

• Tulsa, OK (est. pop. 402,324), is marketing $10,000 incentives plus membership in co-working space. The program recruited 375 workers to Tulsa in 2020. About half came from California, New York, and Massachusetts.

Tulsa's program stands out as a success story, Hock says. One key ingredient is that Tulsa isn't just giving money but also building a sense of community.

Prithwiraj Choudhury of Harvard Business School also points to Tulsa as an example of how to run a program. Incentives like Tulsa's can make cities in flyover country economically relevant again.

"For years, brain drain has plagued noncoastal cities in America, with talent and companies relocating to a handful of cities on the coasts," Choudhury writes in the *New*

Top gainers, losers

The five states with the most population growth and the biggest population loss from July 1, 2019, to July 1, 2020:

The gainers		The losers	
Texas	+373,965	Pennsylvania	-15,629
Florida	+241,256	Michigan	-18,240
Arizona	+129,558	California	-69,532
North Carolina	+99,439	Illinois	-79,487
Georgia	+81,997	New York	-126,355

Source: U.S. Census Bureau.

York Times. "Fostering 'work from anywhere' is an opportunity to reverse that trend."

Most of the relocation incentives are in the $10,000 range, Hock says. That's significant enough to sweeten the pot for someone who's already considering a move, but probably not a big enough prize to pry a reluctant worker out of a big city.

However, Hock predicts that cities and states will begin to make incentives more generous. Luring a new resident who makes six figures and stays in town for a decade is a big win, he notes — the transplant will generate far more in economic activity and tax revenue than the $10,000 incentive.

Rise of WFH is game changer

The Pew Research Center estimates 71 percent of Americans are working from home, up from 20 percent before the coronavirus outbreak. More than half of those people want to continue working remotely after the pandemic.

With dozens of major employers giving their high-wage workers the option to work remotely, desirable workers are now free to live wherever they want.

MakeMyMove co-founder Bill Oesterle says the more lenient work-from-home policies create new opportunities for smaller cities that once struggled to attract high-earning workers.

"Remote workers are already exercising their new mobility, migrating away from unlivable cities on the coasts. What they've yet to fully realize is the economic power that comes with that mobility," Oesterle says.

Why it might make sense to recruit individuals rather than businesses

Traditional economic development strategies focus on wooing corporations, the larger the better. But it makes more sense to focus on homegrown businesses, says Matthew Wagner, vice president of revitalization programs at the National Main Street Center.

"It's really about shifting our economic development focus to one of cultivating human capital rather than business recruitment," Wagner says. "If we focus on creating great places and providing opportunities for our local residents to launch new businesses, that will have a much greater return on investment for our communities."

Wagner surveyed more than 1,400 small business owners in August 2020. Among the insights he gained:

Most businesses were launched by local entrepreneurs. Some 70 percent of businesses were started by entrepreneurs living in the community where they operated.

Small-scale producers are the most likely business type to launch locally. Fully 92 percent of small-scale producers — artisans, makers, small manufacturers, and the like — were launched by local residents.

Large employers likely started small and grew from within, and not from outside recruiting. In other words, even big employers started out locally. Most weren't wooed from elsewhere. Among businesses employing 11 to 20 employees, 81 percent started locally. For employers with more than 20 workers, 57 percent were launched locally.

Businesses launched by locals are more sustainable. Of those surveyed, 73 percent of locally launched businesses had been in business between six and 10 years. There is some indication that entrepreneurs or existing businesses that move to another community to launch or relocate their businesses have lower rates of survivability after two years.

Contact: Matthew Wagner, National Main Street Center, 312-610-5617.

He notes that towns and cities have long offered incentives to employers who relocate jobs. The rationale is that new jobs bring investment and tax revenue. Now, instead of targeting CEOs, economic developers can focus on individual workers.

MakeMyMove allows cities to list their relocation incentives for free. The site charges for enhanced marketing of those offers.

Some are from tiny towns such as Curtis, NE (est. pop. 811). Others are from big cities like Baltimore.

Even before the COVID-19 pandemic, some states and municipalities had been trying to bring in new residents by paying bounties. Now that the coronavirus has reshaped work arrangements, the recruiting strategy is even more feasible, housing economists say.

New arrivals to Newton, IA, receive a welcome package from the Newton Housing Development Corp. and $10,000 toward the purchase of a home.

"People aren't going back to the office anytime soon," says Dave Berson, chief economist at Nationwide Insurance. "Many companies have told their employees, 'You're working full time, you're working from home. You're working great from home. There's no need to come back into the office anytime soon, maybe not ever.'"

Tech companies such as Salesforce have told employees they need not return to offices if they don't want to. And other types of white-collar workers — in industries ranging from finance to law to publishing — have been working from home, relying on Zoom meetings to stay connected with colleagues and clients.

Those trends have led to less demand for housing in San Francisco and New York City. Some former residents of the most expensive employment hubs have opted for shorter commutes and less expensive housing in mid-tier markets.

From mid-2019 to mid-2020, the state of New York lost more than 120,000 residents, according to estimates by the U.S. Census Bureau. Texas, on the other hand, gained more than 370,000 people, while Florida added more than 240,000 residents.

That move toward the Sun Belt shows no signs of slowing, according to Frank Nothaft, chief economist at CoreLogic, a financial data firm. The new trends illustrate a new reality: Even ambitious, young Americans are turning away from urban living and toward suburbs and exurbs.

"We've seen a real shift in preferences among the tenant population shifting away from high-rise, multifamily rental structures to low-density, single-family homes," Nothaft says. "If we look at vacancy rates, it's been really dramatic. Vacancy rates on single-family homes have declined by 0.7 of a percentage point over the past year, and at the same time vacancy rates in high rise multi-family buildings are up."

With the demographic trends favoring relocations, more cities are likely to offer more generous incentives, Hock predicts.

"It's going to be a major tool in their toolbox," he says.

Contact: Evan Hoch, MakeMyMove, 765-278-8706

DowntownDevelopment.com

To read the archive article, **"Small cities woo residents, workers with student loan assistance,"** go to DowntownDevelopment.com and click on **"Web Extras."**

ATTRACTION

Amid uncertain events schedule, downtown embraces surprise windfall

To the dismay of sports fans, the coronavirus pandemic canceled March Madness in 2020. For 2021, the show is on — and host city Indianapolis is setting up downtown to make the most of the marquee event.

In most years, tournament games are played throughout the U.S. The championship city hosts just the finals and semi-finals.

That's changing drastically this year. Downtown Indianapolis will host most of the tournament's 67 games scheduled for March 18 through April 5. The city will also host the Big Ten conference tournament, which moved from Chicago at the last moment.

"This really allows us to showcase the talent and the spirit and the DNA of our city in some really unique ways."

The hoops tournaments should serve as a "shot in the arm" for downtown, says Bob Schultz, senior vice president of marketing and events at Downtown Indy.

"We see this as a huge buoy in the middle of the storm, in terms of helping our hospitality community," Schultz says.

As of mid-February, the NCAA and local health officials still were determining how many fans would be allowed to attend games. Early indications were that only a few hundred spectators would be allowed into arenas.

The city will use the tournament as a way to present downtown's best face to visitors who might someday consider Indianapolis as a destination.

"We're going to treat everyone who's coming to this tournament as if they're a VIP," Schultz says.

That's not a stretch, considering the visitors will include future NBA players, along with current coaches and college presidents.

An opportunity to highlight local talent

Downtown Indy is part of a group of civic organizations aiming to use the single-city format to showcase Indianapolis' downtown. The plan calls for hiring more than 300 Indiana artists, musicians, and dancers to perform during the NCAA tournament.

"This really allows us to showcase the talent and the spirit and the DNA of our city in some really unique ways, while addressing some very real needs and vibrancy downtown, given the year we've just all been through," Julie Goodman, president and chief executive officer of the Arts Council of Indianapolis, tells the *Indianapolis Star*.

Many of the March Madness games will be hosted at two downtown venues, the Indianapolis Colts' Lucas Oil Stadium and the Indiana Pacers' Bankers Life Fieldhouse. Teams will practice at the Indiana Convention Center, also downtown.

High-traffic pedestrian areas including Monument Circle, Lugar Plaza, and Georgia Street will become stages where musicians, poets, and dancers perform. Organizers are scheduling up to 15 days of performances around tournament games.

Visual artists, photographers, and literary artists will be invited to install high-quality reproductions of their work in vacant storefronts downtown. Downtown Indy and the Indianapolis International Airport, which will also host artwork, are partnering on the project. Because of the time crunch, organizers are asking for previously created art, though a few opportunities for new work will be available, Goodman tells the *Star*.

Organizers are also commissioning four hoops-themed murals. For visitors interested in Indianapolis' history, hosts will offer a self-guided walk and bicycle tour of downtown public art.

The cultural initiatives will receive about $360,000 from a $905,000 grant from the Lilly Endowment. That gift went to the Indiana Sports Corps for efforts that promote downtown during the tournament.

Organizers will pay visual artists $500

to $6,000, depending on the scope of their works. Performers will be paid based on the size of their groups and the length of their performances.

In advance of the tournament and the arts-related street events, an army of volunteers will clean up downtown during the weekends leading up to March Madness. They'll be planting pansies in flowerbeds, picking up trash, sweeping alleys, and otherwise freshening up.

"Normally, we wouldn't plant our flowers until April, but we want to get them in the ground," Schultz says. "It's kind of like company's coming. You just want to spruce up."

Contact: Bob Schultz, Downtown Indy, 317-237-2212; Julie Goodman, Arts Council of Indianapolis, 317-631-3301. DIX

ECONOMIC GROWTH

In the midst of retail retrenchment and COVID slowdown, cannabis stores fill space

As downtowns everywhere struggle through the coronavirus pandemic, demand for downtown space has emerged in the form of state-regulated cannabis dispensaries.

Office workers are staying home, retail shopping is shifting online, and restaurants and bars have been compelled to reduce their capacities — but legalized marijuana has provided a new source of downtown tenants.

In New Jersey, where recreational cannabis was legalized Jan. 1, downtown leaders are looking for ways to accommodate new demand from marijuana dispensaries.

"It has a tremendous opportunity to benefit small towns like Flemington," says Mayor Betsy Driver of Flemington, NJ (est. pop. 4,608). "We really need jobs."

In West Palm Beach, FL (est. pop. 111,952), cannabis companies have picked up the slack in a downtown that hasn't always achieved full occupancy of commercial spaces. State-licensed dispensaries of medical marijuana occupy two prominent corners on Clematis Street, the district's main drag.

The businesses have taken spaces that experienced revolving doors of tenants, says Raphael Clemente, head of the West Palm Beach Downtown Development Authority. One of the pot purveyors, MedMen, moved into a 7,500-square-foot space in 2019.

"Since the 1970s, downtown has struggled to fill these big spaces. It's difficult to recruit retailers to our downtown core, and there's only so much demand you can fill for restaurants," Clemente says. "You have these large spaces remaining vacant, so what do you do?"

"We've had one for years. There's been no issues."

While a voter referendum that passed in 2016 legalized marijuana, Florida cities can restrict cannabis businesses. The city decided to allow marijuana businesses to

MedMen's 7,500-square-foot space in downtown West Palm Beach, FL.

DowntownDevelopment.com

To read the archive article, **"Marijuana dispensaries create demand for space,"** go to DowntownDevelopment.com and click on **"Web Extras."**

operate downtown. While opponents of legalized marijuana predicted pot shops would attract crime, those fears mostly have proven hollow.

"They are not disruptive in any way," Clemente says. "A lot of the concerns that were raised previously have not been realized."

The experience has been similar in Montclair, NJ (est. pop. 38,427), where a dispensary of medical marijuana has become a staple downtown.

"We've had one for years," Mayor Sean Spiller says. "There's been no issues."

New Jersey is just one state learning to accommodate marijuana businesses. A nationwide wave of legalization has brought recreational cannabis to 16 states.

Business is booming. Annual marijuana sales in 2020 topped $4 billion in California, $2 billion in Colorado, and $1 billion each in Oregon and Washington, according to *Marijuana Business Daily.* That was up sharply from 2019.

Each state's regulatory scheme comes with its own quirks. In New Jersey, state law says marijuana businesses must be located at least 1,000 feet away from schools and day-care centers. That's a challenge for small towns, where a couple schools within the municipality might preclude cannabis stores from the entire town.

*Contacts: Sean Spiller, Montclair Township, 937-744-1400; Raphael Clemente, **West Palm Beach Downtown Development Authority,** 561-833-8873.* DIX

Where protests turned violent, merchants struggle to buy insurance *— Continued from page 1*

Mercantile Portland was forced to close for four months and suffered $1 million in insured losses. Mercantile Portland General Manager Eric Murfitt says the retailer's insurance carrier paid up — but then canceled its insurance policy.

Mercantile Portland had to scramble for replacement coverage. The retailer could only find more expensive coverage that includes a much higher deductible, and that won't insure future civil commotions.

"It was a really awful policy," Murfitt tells KGW-TV. "It's four times the premium we were paying and it doesn't cover things like civil unrest. The kinds of things that happened here will not be covered."

After George Floyd died while in the custody of Minneapolis police in May 2020, protests broke out around the country. In some downtowns, those demonstrations turned violent, causing an estimated $1 billion to $2 billion in property damage nationally.

In Portland, business owners complain, city officials have done little to crack down on the perpetrators of last year's wave of property crime. Murfitt tells *Oregon Business* that police haven't investigated the theft and property damage at his business. But he emphasizes he does not blame the police.

"I blame the city. They manage the police department," he tells *Oregon Business*. "It is shocking how the city has handled it."

Murfitt is not alone in criticizing city officials for their handling of the property damage and vandalism that have plagued business owners during the Black Lives Matter protests.

A group of business owners formed Rose City Downtown Collective to bring attention to the struggles of downtown merchants, and to raise funds to clean up the district. A GoFundMe campaign by Rose City Downtown Collective brought

in about $13,000 to help businesses pay for uninsured repairs.

"We are raising money to help downtown businesses cover some of the costs resulting from broken windows and vandalism," the Rose City Downtown Collective wrote on its site. "Many business insurances are not covering or helping with these costs to small local businesses and we're hoping to help alleviate some of this burden."

In other cities, local responses to Black Lives Matter protests proved similarly lenient. Seattle, for instance, allowed protesters to take over several blocks in the city for much of June. Some 21 businesses now are suing the city for not providing public safety.

A blow to the 'urban vibe'

Independent economist Mark Dotzour says allowing property crimes to go unpunished threatens the health of downtowns. Impunity for vandals only makes business owners less willing to invest, and insurers less likely to write policies, he argues.

Dotzour notes that downtowns have thrived in recent years by creating an "urban vibe" — an ambience of authenticity, along with an image of safety. Affluent workers and residents began flocking to urban cores only after the areas shed their reputations for crime.

"That vibe is all predicated on private property rights and public safety," says Dotzour, former chief economist at the Real Estate Center at Texas A&M University. "When you take that away, businesses leave. The sad part is, when the urban vibe leaves, it can take years to get it back."

Dotzour says liberal politicians are conducting "a grand social experiment with public safety." But he says the pendulum seems to be swinging back to a more traditional approach to policing.

"Breaking into a business and stealing everything in there — that is not peaceful protest. That is criminal behavior. That is anarchy. That is chaos," Dotzour says. "Some of these mayors have mistakenly, for whatever reason, allowed it to happen."

What insurance does, doesn't cover

Merchants can buy a standard Business Owners Policy (BOP) that covers damage to the physical assets of a business caused by fire, riots, civil commotion, or vandalism, according to the Insurance Information Institute. Coverage for plate glass windows typically is sold separately.

Businesses that are forced to suspend operations or limit hours because of rioting might have coverage for the loss of income under business interruption insurance. However, a payment is triggered only in cases of direct physical damage to the premises.

A "civil authority provision" in a business policy provides coverage for lost income and extra expenses in the event the police department or fire department bars access to a specific area as a result of direct physical damage caused to a nearby business by a riot or civil commotion.

Meanwhile, business owners affected by rioting have learned hard lessons about the limits of their insurance coverage. In St. Paul, MN, vandals destroyed the Sports Dome retail complex. A construction crew hired by the city demolished the building because it was dangerously unstable.

Then the city presented the property owners with a $140,000 bill for what it would cost to haul away the debris.

"We were really upset about that," property owner Jay Kim told the *Minneapolis Star Tribune.*

His insurance policy covered a maximum of $25,000 in demolition costs. Like dozens of other investors whose properties were severely damaged in the May riots, Kim was alarmed to learn that the payout wouldn't come close to covering the total cost.

Most policies limit reimbursement to $25,000 to $50,000. In the aftermath of the riots, the *Star Tribune* reported, contractors were submitting bids of $200,000 to $300,000. DIX

ATTRACTION

Downtowns embrace outdoor activities during winter

In the summer months, downtowns everywhere expanded outdoor dining. But an obvious question loomed: What would replace outdoor dining when the mercury dropped?

One downtown in Michigan's Upper Peninsula answered that question by creating an outdoor ice-skating facility.

The inspiration for the skate "ribbon" came by chance. Just before Christmas, the Portage Canal flowing between the towns of Houghton and Hancock froze over.

In an unusual meteorological twist, the ice wasn't covered by snow, and local residents flocked to the frozen canal to skate and to play hockey.

Demand for a skating surface was especially robust because indoor skating facilities had been closed by the coronavirus pandemic.

The canal's perfect skating surface thawed after a few days, but the freeze gave downtown leaders an idea: What if they created an ice-skating attraction that would last throughout the winter?

In January, Houghton (est. pop. 7,870) embraced the concept with a man-made skating course at a downtown park. The city created the ice "ribbon" by flooding a wandering, 300-yard paved path inside the park, City Manager Eric Waara tells MLive.com.

The ice is maintained with a Zamboni-like contraption that the department of public works pulls behind a pick-up truck.

Houghton bills itself as one of the state's snowfall capitals, and local residents love hockey and skating.

Waara says the ice-skating path proved so popular that he expects it'll be back again next winter.

Farther south in Michigan, downtown Grand Rapids (est. pop. 201,004) lured visitors with its annual World of Winter Festival. The free, five-week event kicked off in January and lasted through February.

Attractions included outdoor games such as foosball, cornhole, checkers, and chess. The twist: The playing surfaces were made of ice. The foosball table, cornhole targets, and chess and checker boards were formed with frozen water.

In addition to the ice games, World of Winter featured interactive art installations, some 80 ice sculptures, dance and music performances, and weekly walking tours.

The annual event is hosted by Downtown Grand Rapids Inc., the City of Grand Rapids, and community partners.

Playoff on the patio

In Buffalo, NY (est. pop. 255,300), downtown drew a small-but-lucrative crowd for an outdoor viewing of a playoff appearance by the city's beloved Bills.

The pandemic meant a much-reduced crowd was allowed inside Bills Stadium. Just 6,700 tickets were sold, meaning many diehard fans couldn't attend the game against the Indianapolis Colts in person.

Taking a cue from outdoor dining during the summer, the city and the Chippewa Alliance blocked off a downtown street. Organizers set up tables, chairs, and giant TVs and invited Bills fans to watch the game outside.

Each table was limited to four people. Fans could remove their masks while seated, but they had to wear masks while standing, Buffalo's WGRZ reports.

Watching the game outside wasn't cheap — organizers charged $50 a person and required reservations. However, that money went toward fans' food and drinks.

So a table of four received a $200 credit against their tab at the end of the day. About 270 fans turned out for the Playoff on the Patio event, the *Buffalo News* reported.

Contacts: Eric Waara, City of Houghton, 906-482-1700; Tim Kelly, Downtown Grand Rapids Inc., 616-719-4601. DIX

Idea Exchange

Expanding the funding network

In the typical downtown organization, the same individuals and businesses provide financial support year after year. To expand that pool, Kathy LaPlante, a senior program officer with the National Main Street Center suggests adding an additional layer to your fundraising efforts by contacting businesses that serve and support downtown businesses. She says that these might include, "trash haulers, restaurant and beverage wholesalers, landscaping or office supply companies, etc."

To find these potential new members and funders she suggests approaching downtown businesses. In addition to compiling a list of prospects, business owners may be willing to contact suppliers on behalf of the downtown organization or to lend their name to the effort.

Searching for hearts on Valentine's Day

Scavenger hunts can draw people into downtown and highlight all that city center has to offer. In Maine, the Downtown Bangor Partnership hosted a scavenger hunt in the days leading up to Valentine's Day. Solving clues about local architecture and history netted participants cookies and a DIY gift.

Participants followed clues to 12 downtown locations. At each location, they collected a heart shaped bead. When all 12 beads were collected participants had earned a Valentine cookie from one of several downtown businesses. Cord and clasps were also available to convert the beads into a child's bracelet.

Libraries and downtowns work well together

"For too long, libraries have been under-appreciated, often drawing less interest and attention than a new sports arena, shopping complex, office tower, or theater," says Wayne M. Senville, former editor of the *Planning Commissioners Journal*. "The good news is that this has begun to change, as more communities are recognizing the value that having a strong library brings.

"Not only do libraries provide valuable services for residents of all ages, incomes, and ethnic backgrounds, but they can also inject a healthy dose of vitality into downtowns, main streets, and neighborhood centers."

Downtowns welcome cowork space

Many people who previously commuted to work are staying home. It's a trend that will likely continue. Kate Lister, president of Global Workplace Analytics, predicts that 30 percent of people will continue this trend for the foreseeable future.

"Once they've done it, they're going to want to continue," Lister says. "Lockdowns will end, but

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this doesn't signal a return to the traditional office."

After working from kitchen tables or small apartments, people are anxious to go somewhere to work. And a coworking space may be more attractive than ever.

New cowork spaces opened in several downtowns recently, including a Common Desk location in the heart of downtown Wilmington, NC.

Aaron Ellis, a community manager at Common Desk tells the *Port City Daily* that there are plans for more downtown locations. He says Common Desk is on the hunt for growing markets and is fond of revitalized downtown areas.

Meanwhile, in downtown Effingham, IL, a local developer is converting a former bank to a mix of cowork space and short-term rental apartments. While in Canandaigua, NY, the Chamber of Commerce is looking to convert some of its downtown space into a coworking venture.

Advertising campaign and revitalization team work to revive downtown

Louisville Downtown Partnership launched a multi-pronged advertising campaign in February. The goal is to drive community support for the downtown district.

"Downtown is critical to the success of the community as a whole, so to remind people we're here, and ready to welcome them back as soon as they are ready to come back, we're launching a campaign to celebrate that we are #DowntownLouisville and together we are #DowntownStrong," explains the partnership on its website.

The campaign includes outdoor, print, radio, TV, social media, and digital components. It was made possible by contributions from the partnership's advertising agency and many local media outlets.

In addition to the Downtown Strong campaign, the city has created the Downtown Revitalization Team. "The team will focus on short-term projects that will help revitalize downtown. A draft action plan is expected by May, including actions that could be taken immediately, that will guide actions through 2021. Early items discussed included clean and green efforts, safety, public infrastructure improvements, and homeless resources."

Regional approach to downtown marketing

Worcester County Tourism and area partners took home an award during the Maryland Tourism & Travel Summit last year.

The multi-city effort, which promotes downtowns and arts and entertainment districts, earned the Leveraging Partnerships Award for the Eat. Drink. Buy Art. campaign.

The campaign is a collaboration of 20 communities on Maryland's Eastern Shore and Delaware. The campaign promotes the individual communities through an email newsletter, social media, and website. The site includes information on each community, local artists, spirits and craft brews, performing arts, festivals and events, shopping, and multi-location itineraries.

To learn more, visit **eatdrinkbuyart.com**. DIX