



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

### **PUBLIC MEETING NOTICE**

The Elko City Council will meet in regular session on Tuesday, April 27, 2021 at 4:00 P.M.-7:00 P.M., P.D.S.T. at the Elko City Hall, 1751 College Avenue, Elko, Nevada and by utilizing **GoToMeeting.com**

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

**GoToMeeting.com**

**<https://global.gotomeeting.com/join/293027901>**

#### **ELKO CITY HALL**

**1751 College Avenue, Elko, NV 89801**

**Date/Time Posted: 8:30 a.m. P.D.S.T., Thursday, April 22, 2021**

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

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

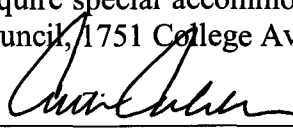
The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone at: **<https://global.gotomeeting.com/join/293027901>** You can also dial in using your phone at **United States: +1 (872) 240-3412** the Access Code for this meeting is **293-027-901** Public Comment and questions can be received by calling (775) 777-0590 or by emailing: **[cityclerk@elkocitynv.gov](mailto:cityclerk@elkocitynv.gov)**

New to GoToMeeting? Get the app now and be ready when your first meeting starts:  
**<https://global.gotomeeting.com/join/293027901>**

*Dated this 22<sup>nd</sup> day of April, 2021*

### **NOTICE TO PERSONS WITH DISABILITIES**

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

  
Curtis Calder, City Manager  
Elko, Nevada

**CITY OF ELKO**  
**CITY COUNCIL AGENDA**  
**REGULAR MEETING**  
**4:00 P.M., P.D.S.T.**  
**TUESDAY, APRIL 27, 2021**  
**ELKO CITY HALL, CHAMBERS**  
**1751 COLLEGE AVENUE, ELKO, NEVADA**  
**<https://global.gotomeeting.com/join/293027901>**

**CALL TO ORDER**

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

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**COMMENTS BY THE GENERAL PUBLIC**

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

**APPROVAL OF MINUTES: April 13, 2021      Regular Session**

**I.      PRESENTATIONS**

- A.      Reading of a proclamation by the Mayor, commemorating the 50<sup>th</sup> Anniversary of Vitality Unlimited, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**
- B.      Reading of a proclamation by the Mayor, in recognition of Saturday, May 1, 2021 as Elko Youth Law Awareness Day, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**
- C.      Reading of a proclamation by the Mayor, in recognition of Friday, April 30, 2021 as National Arbor Day, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

**II.     PERSONNEL**

- A.      Employee Introductions:

- 1.) Grant Engebretson, Head Lifeguard/Assistant Pool Manager
- B. Update regarding Labor Negotiations between the City of Elko and the Elko Fire Fighters Association, IAFF Local 2423, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

**Note: This portion of the meeting may be closed pursuant to NRS 288; therefore, the Council may move to adjourn the meeting prior to consideration of this item.**

### **III. APPROPRIATIONS**

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review and possible ratification of General Hand-Cut Checks, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review and possible approval of a Grant, Bargain, and Sale Deed and Contract of Purchase and Sale between KJAM, LLC and the City of Elko, for real property located at 104 Twelfth Street, referred to as APN 001-374-008, for the purchase price of \$98,587.89, and matters related thereto. **FOR POSSIBLE ACTION**

A copy of the Grant, Bargain, and Sale Deed and Contract of Purchase and Sale has been included in the agenda packet for review. CC

### **IV. NEW BUSINESS**

- A. Review, consideration, and possible approval of the revised Title VI Compliance Policy and Plan for the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

City Council approved the Title VI Compliance Policy and Plan on March 9, 2021. On March 31, 2021 NDOT reviewed the plan pursuant to Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) regulations. NDOT found some deficiencies in the City's plan and gave the City 30 days to provide them with a plan for compliance. The revisions to the plan have been completed and reviewed by the City Attorney and are outlined in the attached power point presentation. KW

- B. Review, consideration, and possible approval for the Fire Department to upgrade the level of Emergency Medical Services from the Advanced Emergency Medical Technician to the Paramedic level, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko Fire Department would like to increase the Emergency Medical Services provided to the citizens of Elko. Presently the Fire Department provides

EMS service at the Advanced EMT scope and would like to provide a Paramedic level of service. This scope increases the care that is provided from the initial engine company to the transport of a patient in the department ambulance. The Paramedic level of care greatly enhances the ability of our first responders to handle all types of medicals and provide enhanced care that is needed to stabilize a patient. JS

- C. Review and possible approval of the Health Insurance Subsidy provided to City of Elko retirees after June 30, 2021, and matters related thereto. **FOR POSSIBLE ACTION**

Staff will present Retiree Subsidy scenarios and present how the different scenarios impact Postemployment Benefits Other than Pensions (OPEB) liability. JB

- D. Review, discussion, and possible action to initiate an ordinance to create a “Local Hospital Licensure Fee,” and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko has been approached by Northeastern Nevada Regional Hospital regarding a collaborative effort to support Medicaid patients within our community. Similar programs exist in other States and have benefitted low-income and needy patients. A copy of a letter from Steve Simpson, Chief Executive Officer of NNRH has been enclosed in the agenda packet for review. CC

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

- A. Ratification of the Police Chief issuing a 35-day Temporary Retail and Caterer’s Liquor License and issue a Regular Retail and Caterer’s Liquor License, to Erica Cook and Thomas Patton, DBA Cooks Steakhouse & Saloon, located at 245 3<sup>rd</sup> Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review, consideration and possible action a request by Mr. Patrick Zdunich to change City Code 5-3-25 Animal Noises; Nuisances, and matters related thereto. **FOR POSSIBLE ACTION**

On April 12, 2021 Mr. Zdunich contacted the City Clerk’s Office regarding the Animal Noises ordinance. Elko City Police had contact with him on this date regarding a complaint of dog barking. He would like to propose a change to the Animal Noise and Nuisances code. His email regarding the request is in the packet. KW

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

- A. Public hearing pursuant to NRS 268.059(1)(a) regarding the fair market value and possible sale at public auction of approximately 2,643 sq. ft. of City-owned property located generally northeast of the intersection of Sewell Drive and Sage Street, designated APN 001-013-018. Discussion and possible motion determining that the fair market value of the property is \$12,500 in accordance with the appraisal of Jason Buckholz of CRBE, Inc., appraiser, and possible adoption of Resolution No. 15-21, a resolution of the Elko City Council finding it is in the best interest of

the City to sell APN 001-013-018 and hereby declaring its intention to sell such property at public auction pursuant to City Code Section 8-1-3 and NRS 268.062, and matters related thereto. **FOR POSSIBLE ACTION**

Two adjacent neighbors petitioned the City of Elko to sell a city owned parcel formerly known as Well 16 parcel. Council accepted the petition and authorized Staff to obtain the required appraisal and proceed with the statutory process of selling the parcel at public auction as required by NRS 268.062. The City sold the parcel at public auction and during the title process, the City determined that a portion of the sold property was not deeded to the City of Elko. It was not feasible for the City to acquire that 430 sq. ft. portion of the parcel so City Council took action at their February 11, 2021 meeting to rescind the previous sale, directed Staff to obtain a new appraisal and commence with the sale of the remainder parcel. CL

- B. Second reading, public hearing, and possible adoption of Ordinance No. 857, an ordinance amending Title 8, Chapter 21, Section 4 entitled "Sidewalk Maintenance, Reconstruction, and Repair", and matters related thereto. **FOR POSSIBLE ACTION**

The first reading of Ordinance No. 857 was conducted on April 13, 2021. MR

## **VII. REPORTS**

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

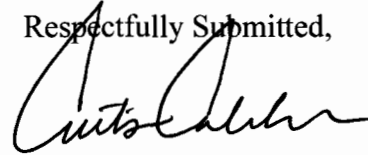
## **COMMENTS BY THE GENERAL PUBLIC**

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

**ADJOURNMENT**

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Curtis Calder", written in a cursive style.

Curtis Calder  
City Manager

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

SS     April 13, 2021

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, April 13, 2021. Due to the restrictions found in the State of Nevada Emergency Directive 006, the meeting was held in the council chambers, 1751 College Ave., Elko and via GoTo Meeting.

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

## **CALL TO ORDER**

## **ROLL CALL**

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

**Council Absent:**     Mayor Reece Keener

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

## PLEDGE OF ALLEGIANCE

## COMMENTS BY THE GENERAL PUBLIC

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Tim Pruitt, 1642 Sunset Lane, Lamoille, said he was there to express his concern about Ruby View Golf Course and the condition of it, and the last 4-5 years of continual progression downhill. It is so bad it is an embarrassment to all of us and he hoped it was to the City Council, as well. The first thing he wanted to start with was ask City Council what their plan is going forward to get the golf course back in shape.

Mayor Pro Tem Simons stated we won't be taking any action on these items and asked him if he was aware that we just switched management companies.

Mr. Pruitt answered absolutely, he was aware of that.

Mayor Pro Tem Simons said they have only been doing this a month. She thought the plan is to try to give them time and see how this new agreement works out.

Mr. Pruitt asked when did they commit to taking on the golf course.

Mayor Pro Tem Simons answered March 1<sup>st</sup>. They might have agreed a few weeks before.

Mr. Pruitt said he heard back in January.

Mayor Pro Tem Simons said the contract started March 1<sup>st</sup>.

Mr. Pruitt asked but when did they know they were going to take over.

Mayor Pro Tem Simons answered probably a month or two before that.

Mr. Pruitt said as an example, we are already 2 months into play, and there is hardly anything in the pro shop. He went in to buy a sleeve of balls the other day and they don't have balls. They said it is only April. They have been open for two months. You think they would want to come in and make a good example. We were certainly hoping they would come in that way. We were all waiting to see how it all turns out. So far we are not impressed. His point in being here today, the management group that is running the pro shop and the concession is a secondary concern. His bigger concern is the course itself and the City is still in control of that, right?

Mayor Pro Tem Simons answered correct, we are still in control of the course.

Mr. Pruitt said his question to Council again is what is the plan to get that course back up to something we can all be proud of. He played that course in High School, 1979, 80, 81 and 82. It



was not even in the same class as it is right now. He is embarrassed about it and disappointed in it. Again, he wants to ask them what their plan is to get the course back.

Mayor Pro Tem Simons said we have done several projects over the last years but her suggestion, and not to pawn him off on to somebody, but James Wiley was on the GoTo Meeting. She asked Mr. Wiley, obviously this is a gentleman maybe he should talk to and Mr. Wiley will know a lot more than anyone on the board. She asked Mr. Pruitt if Mr. Wiley could reach out to him.

Mr. Pruitt asked who he was.

Mayor Pro Tem Simons answered he is over all Parks and Recreation, including the golf course. He is the department head.

Mr. Pruitt said he would love to talk to him.

Mayor Pro Tem Simons asked if it was okay that she get his information.

James Wiley, Parks and Recreation Director, answered sure. He tuned in a few minutes late and only caught the tail end of the conversation.

Mayor Pro Tem Simons said he has some concerns about the golf course, about the new management and mostly about the course itself. You could speak about upcoming plans, as well as the details of previous projects up there. We have his information for you, is that okay?

Mr. Wiley answered yes. He is welcome to call him on his cell phone as soon as he is done making comment. His cellphone is 397-2012.

Mayor Pro Tem Simons said to Mr. Pruitt that if that doesn't resolve it he could call and get something on the agenda or make public comment any time he wants. Talking about it with her is not going to be as productive.

Mr. Pruitt said clearly he knows the condition. And this can't be the first complaint. He would still like some sort of a commitment from this group right here to make sure that course starts going the other direction and make improvements.

Mayor Pro Tem Simons said because this item is not agenized, we cannot take any action. She did tell him that the golf course comes up frequently and it is something we are keeping our eye on. Because this is not agenized, because this is public comment, we are not allowed by State rules to make any decisions, to make any promises or take any action.

Mr. Pruitt said somewhere on the agenda they will be talking about a fence around the ponds. He has comments on that. Did she want him to wait for that?

Mayor Pro Tem Simons answered yes. This is just public comment on things that are not agenized. If he will talk to Mr. Wiley and then stick around to make comments on the fence, that would be great.

Mr. Pruitt said just a couple more quick comments before and then he will come back about the fence. That whole project is part of the reason the course is in the condition it is in. So he will save those comments. Also, he wanted to make an overall comment about his opinion. The overall pride, lack of pride in Elko in general right now, it's not just the golf course. It is the streets and the traffic in town, the street lights are all out of sync. The traffic, if you try to drive anywhere from 4:00 to 5:30 in the evening or 7:00 to 8:30 in the morning, you are waiting halfway up the summit to get into town. The landscaping the City has been doing over the last couple of years has not been maintained. Half the trees are dead, there are leaves in the rocks. To him it appears there is, in general, there is a serious lack of pride in our city. He would like to encourage this group to turn that around. Let's work this summer to get Elko back to where it should be. There is no reason why Elko can't be one of the prettiest, best cities in the country, let alone Nevada. We have lots of resources around Elko and the area with the mining and contract companies. There are lots of volunteer time and money that would be put in. All that someone needs to do is make it happen.

Mayor Pro Tem Simons thanked him and stated regarding the traffic, we are working on a second regional road that would... It's a growing pain and that is something we are looking at. We would love to take maybe Errecart out so that there are two ways to get in. Obviously it is a very expensive project that would have to be...

Mr. Pruitt said that was discussed 15-20 years ago when some of that was put in.

Mayor Pro Tem Simons said it has been a long time coming. We now have some incremental gas tax. Everything we do comes down to the money.

#### **APPROVAL OF MINUTES: March 23, 2021 Regular Session**

**\*\* A motion was made by Councilman Stone, seconded by Councilman Morris, to approve the minutes.**

*The motion passed unanimously. (4-0)*

### **III. PERSONNEL**

- B. Swearing in of recently promoted Fire Department employees: Driver/Operator I, Driver/Operator II and Fire Captain, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

Chief Griego asked Kyle Stone and Jared Rader to come up, have their significant others pin on their new badges and be sworn in.

Councilman Stone swore in the firefighters and congratulated both.

- A. Employee Introductions:

- 1.) Mr. Juan Salazar, Laborer, Water Department

*Present and introduced.*

## VII. PETITIONS, APPEALS, AND COMMUNICATIONS

- D. Review, consideration, and possible action for a request to connect the sewer lateral for 2005 Indian View Heights to the private system of Town Homes at Ruby View, and matters related thereto. **FOR POSSIBLE ACTION**

The home owners of 2005 Indian View heights Lester Decker and Jody Abe have requested that their sewer lateral be connected into the new development of Town Homes of Ruby View. This has been requested because they have a septic tank system which pumps the effluent water to the Christian Center of Elko and then the effluent gravity feeds into the City Sewer System. This system was installed in 2006 because there was no sewer in the area to service the home. In 2019, City Council approved a waiver request from Cater Engineering for Town Homes at Ruby View to not extend the sewer main along the frontage of their property as it would not serve any future customers.

There are many issues with approving this request as follows:

- The City does not have the authority to require the Developer of The Town Homes at Ruby View project to accept the proposed sewer connection.
- The Town Homes at Ruby View sewer system will be private and maintained by a Home Owners Association.
- The Final Map for the Town Homes at Ruby View and associated utility plans have been approved by the NDEP and the City. The final map does not include an easement for the proposed sewer. Inclusion of the sewer will require revisions to both the Final Map and the utility plans. Work has commenced on the project and changes to the plans would likely result in change orders to the developer.
- City Code states customers are responsible for their service lateral to the main including the connection, commingling private services for multiple services is not practical and is extremely poor planning. Which party would be responsible for sewer lateral maintenance if issue develop.
- There are no agreements with the Town Homes at Ruby View for inclusion of the sewer.
- An agreement between the Colony and City for utility service would be required. DJ

Dale Johnson, Utilities Director, explained the home owner requested this connection. As stated in the summary, there are many reasons this should be denied. He was looking for direction from Council.

Mayor Pro Tem Simons noted the homeowners were not present. The developer was present but did not want to comment.

**\*\* A motion was made by Councilman Morris, seconded by Councilman Hance, to deny the request.**

*The motion passed unanimously. (4-0)*

## V. NEW BUSINESS

### B. Review, consideration, and possible action for a determination from City Council to fence the golf course ponds, and matters related thereto. **FOR POSSIBLE ACTION**

The ponds were lined in the fall of 2020 and then refilled with water. Since that time there has been two instances where animals have gone into the ponds and could not get out without assistance from the owners. Once the owners of the animals entered the ponds they were also unable to exit the pond without assistance. If public access is controlled and achieved with fencing, a minimum of a 6' fence shall be used in Parks according to WTS-7 NDEP Guidance Document for Reclaimed Water Storage Ponds. NDEP did not require the ponds to be fenced and the plans were approved as submitted. Staff is requesting determination from City Council to have the ponds fenced or leave them unfenced, which poses a risk for someone entering the ponds and drowning if they cannot get out.

City Staff has implemented further safety measures in response to these incidents.

- Added additional warning signage around the ponds.
- Raised the pond level 24" to reduce the amount of exposed liner on the banks.
- Attached safety ladders around the ponds banks and life rings at these points

Mr. Johnson explained they are looking for policy direction for staff to fence the ponds or not.

Tim Pruitt, 1642 Sunset Lane, Lamoille, said, again he wanted to start with a question. He would like to know who designed the ponds to start with.

Mr. Johnson answered it was Black Dolphin Consulting.

Mayor Pro Tem Simons added those have to be approve by NDEP.

Mr. Pruitt said he would suggest that they have a safety person look at the designs because he played golf all over the country and in some other countries, and in all the golfs he has ever played he had yet to be on a golf course that has fenced ponds. He was sure there were some out there somewhere where other mistakes have been made. The last thing they want on that course, especially on that hole, is a 6-foot chain-link fence around those ponds. It's going to change the aesthetics of the golf course. It is going to change the way that hole is played. There is nothing golf coursey about a chain-link fence around a pond in the middle of a golf course. So he would suggest that Council go back to the engineer that designed it and ask the question, why was public safety, because it is, it's a mess right now, right? Why wasn't public safety considered in the design of that rebuild of those ponds. There is certainly ways to do that to make it safe. We have plastic lined ponds all over Nevada. So if it can't be redone then he would suggest something other than a chain-link fence. There are lots of ways. You can have a floating net. Basically it is a heavy duty net you can't fall through but it floats and goes up and down with the water table.

We can also put fabric on top of the plastic so animals and people can then actually climb out of the pond. The fabric isn't as slippery as the plastic when it's wet. We can even to an angled fence, not just a chain-link. Design it so it looks good on a golf course but you put it on a 45-degree angle back over the water. That way it doesn't change the play of golf on that hole. People can hit over the top of it. He would suggest again that there is a little bit of thought put into this. We don't just throw up a 6-foot chain-link fence with barbed wire over the top of it and make it look like it ought to be on a prison instead of a golf course. And then, since we are talking about that project, again, is that part of the reason, not entirely, but part of the reason the golf course is in the condition it's in. That project, they chose to do that project in the worst time of the year as they could have. If they intentionally tried to destroy the golf course, they couldn't do it at a worse time of year as they did it last year. He would ask that group again, is how did that happen, who made those decisions, and if whoever made those decisions are still employed with the City of Elko, it ought to be looked at pretty strongly if that person is in the right position.

Mayor Pro Tem Simons said we wanted it not to disrupt play but there's also putting that liner in required certain temperatures so they had a very small window.

Mr. Pruitt said she was wrong there. We put plastic liner in at the mines all year long. It doesn't matter the temperature, weather, we do it all the time.

Mayor Pro Tem Simons stated Council was told the warranty was only valid if we put it in during certain temperatures. She asked Dale Johnson to clarify.

Mr. Johnson stated in order to have a manufacturer warranty the temperature had to be above 55 degrees in order to install the liner. That was per the engineer and the manufacturer.

Mayor Pro Tem Simons said that is why that decision was made. It is because the manufacturer said their warranty would be void so we tried to find a time where we would disrupt play as little as possible but we could still have that manufacturer's warranty. We have had many comments about the timing and we tried to get around it several ways. If we wanted that warranty, which on most City projects we obviously try to protect the taxpayers' investment, that was when it had to be done. It was not ideal for many reasons but in the end that was what it came down to. That is why the decision was made. Many people disagree with it but that is why, that was the thinking behind it.

Mr. Pruitt said okay. He would ask as a citizen of Elko and as an athlete that enjoys playing golf, that in the future, when we design and talk about these, that we consider a lot more because basically, that project, not only did it hugely disrupt play but at the time it killed the course, it also took the course into the winter in the worst condition it possibly could be for going into the winter. There were so many issues that way. On top of that, it was poorly designed pond. If they are in the process of redesigning those ponds and lining them, they could have done so many different things to make that pond safe and look better than what we got to deal with now. His request to Council is that they don't go from bad to worse and put something like a god awful chain-link fence around the pond. He was sure there were lots of people that would agree with that. And then he would also ask that the people in charge of maintaining that course need to do a better job. He didn't know what that meant. That is up to Council and the City Manager. That course cannot continue to be managed the way it is managed right now because if it is, you are already seeing confrontations on the golf course with public servants, he guess he would call ya. Those of you

that play golf he can guarantee when people see you on the golf course, you're going to get questioned about the condition of that course and what you are going to do about it.

Mayor Pro Tem Simons asked if any of the staff have any information about what we are trying to do. She did know that project, the grass has had trouble coming back.

Mr. Pruitt asked if she meant around the pond. The whole course is dead.

Councilman Stone said the water just got turned on this week.

Mayor Pro Tem Simons said the water just got turned on this week and things should start coming back. She asked again if anyone had any comments on that.

Mr. Johnson said the City's NDEP permit, which allows us to water with effluent, allows us to water from April 15 to October 15. Outside of those windows we have to use potable water or water from Kittridge Canyon. Two weeks ago they were working on the line from Kittridge Canyon to get the water source up and running. They filled the ponds with potable water that is available at this time. There are limitations when we can use effluent water.

Mayor Pro Tem Simons said we are at the mercy of NDEP but can we use other things. Does it have to be a chain-link fence? If we are going to put something around it, what are our options?

Mr. Johnson answered that the only NDEP option they were given that they haven't already done is the fence. Outside of that they can do a number of things. If we do a fence it has to be a minimum of 6-feet tall.

Mr. Pruitt stated that Mr. Johnson said a while ago that NDEP doesn't require them to do a fence, correct?

Mr. Johnson answered they do not.

Mayor Pro Tem Simons said the fence is something we would choose for public safety. If we do a fence, there are guidelines. You don't have to have one but if you do then there are guidelines.

Mr. Johnson said that is correct. If we do a fence it has to be a minimum of 6-feet tall.

Councilman Stone wondered if there were options they can have staff look at on this. He is not a big golfer but he has been to a lot of golf courses. He took a golf cart and looked around the other day. At first he thought if we raised the water level 24 inches he thought that would help. Could we put a rock enhancement around it, whether it is rock on the ground so someone could climb out if they could get to the edge. We can put a hedge around it. There are some ideas. He thought a fence would make it look unbeautiful. He thought there were other options for safety. There are lifesaver rings out there, and there is also a ladder that is hanging into the water. Most ponds he has seen have rocks around the edges.

Councilman Morris said the last thing they want to do is build a 6-foot fence around those ponds. He plays a lot of golf. He just got back from Mesquite. When this came up he looked at all the

ponds down there and the water hazards. We can put some safety issues in there but the last thing we want to do is put a 6-foot fence around those ponds. That is just ridiculous.

Councilman Stone asked what was there before we redid the ponds.

Councilman Morris answered there wasn't a liner. He thought they used a clay liner and cattails grew around it. It's not that people didn't get in it. He has seen people. Why they would get in it is beyond him.

Mr. Pruitt said the banks weren't that steep either. His experience is that the way it was designed the side slopes are too steep to put rocks down to below the water level. They won't stay there. They will slide right down into the pond. Again, in the design, if we would have designed that, to come up to the average water level or just below it and then slope it back or put a little bench there where you could put some cattails and rock and make it look nice, then anything could get out of it, right? But unfortunately, the way it was designed, there is no question that now we have a hazard. There is no question about that. He would agree with that all day long. But let's put some thought into it.

Mr. Johnson said those banks were sloped so that they are less steep now than they were going into the project.

Mr. Pruitt said but with the vegetation, the sod, the mud and dirt, you could walk right out of that pond. Trust him, he had been in it a number of times. Now, with the plastic liner, obviously you can't. Those are his requests. How do we, and maybe Councilman Morris can address this, but how do we get the Men's Association at the golf course or some of us, do we just come back to the next meeting or how do we get some sort of a plan going forward, or how do we find out before it's too late to resolve anything. He wished he would have come to the meeting last fall when those ponds were being designed and it was being scheduled to do. Maybe we could have come up with a better plan because... Let's don't make it worse.

Councilman Morris said he agreed and the Men's Association contacted him yesterday regarding a committee he wants to form and meet with the Duncan Group in person. Not the employees they have hired here but the group themselves when they come to town or if need be we go down there. We want to get some of these things ironed out to make Ruby View what Ruby View used to be. It certainly is not now.

Mr. Pruitt said it was ranked way up there.

Councilman Morris said it was and was probably one of the best municipal courses in the country and now it's probably one of the worst.

Councilman Stone said you have to give them some time. Heck, it's been 30 days. We didn't get to this point over night.

Mr. Pruitt exclaimed 4 years.



Councilman Stone said exactly. Now let's give these guys a chance to go ahead and show what they can do and give them some time to do it. We need to make sure they know our wishes to make it happen.

Mr. Pruitt said he would caution him that the same people that have got us here in the last four years are not part of the new group. You have the same people. You need to make sure that same group turns it around. Whether it means you replace the people or just help them. Educate them and give them the tools and resources they need to go the other way. Right now, his understanding, the same people that got us here in the last four years are the same people you are hoping to get it turned around and he doesn't see that happening.

Clark Phillips, Water/Sewer Superintendent, said an option is to raise the water another 6-8 inches.

Curtis Calder, City Manager, said the reason this item is on the agenda is because we need a policy decision. We just finished up a multi-year flood lawsuit. That flood law suit was revolving around the removal of the flapper valves that happened in 1984 or 1985. The attorney said he wished this issue would have went up to City Council before staff removed the flapper valves. It might have been the right decision to remove them but because the City Council didn't make a policy decision on it, the City doesn't have any immunity to that lawsuit. He has been placed on notice by a local attorney stating that is an attractive nuisance. That is his email records as of today. This is a hypothetical situation where people might get into the ponds. We have two instances where dogs have gotten into the ponds and during the time the golf course was closed to the public, after October 31 and before March 1. The dogs couldn't get out of the water. In one instance the owner went into the water and had difficulty. The second instance the person could have gone into the water but didn't and had assistance getting the dogs out. There are many ways we can fix the problem and a fence is probably the cheapest way of handling it. We have an open golf course where people walk on the golf course. People walk dogs on the golf course and don't follow leash laws. Dogs get in the water and people go in the water after them. If somebody drowns, we will have a real problem. We are here because this is a public safety issue. We hire engineers to design these appropriately. If you want to put a chain link fence all around Ruby View, including all the houses that sit on the Ruby View property boundary, we can do that but it may cost close to \$2 million. All of the ingress and egress through the clubhouse and only golfers will be on the course. That is another way to control it. Making a policy decision will not be an easy answer and maybe there is a better solution. The ponds are deep. If you don't know how to swim you will have a problem unless someone is there to help you. Dogs don't read signs and probably won't use the buoy. We are not saying we need the decision right now but this is something that the City Council will have to weigh in on of how they want to deal with this issue. The Insurance Pool has reviewed this as well. They are not mandating a fence either but they have some concerns about it.

Dave Stanton, City Attorney, stated the way this is agenzized, we are just doing the fence. He understood there had been some other discussions and some other safe options we may take. In order to consider other things, we would have to agenda it for that. Aside from that, just in terms of liability, the general rule is that decisions that the City Council make are considered legislative actions. City Council has the discretion to make decisions about installing safety features and things like that. Usually the courts are not going to second guess the City Council on things like that. When it comes to design, usually the design of something are discretionary. City Council has the discretion to decide because it involves a lot of policy issues, public funding issues and things of that nature. When it comes to the operation and maintenance of something that has



already been installed and constructed, that is different. Usually there is not discretionary immunity. Usually the courts will say the City has an obligation to operate and maintain something in a reasonable manner so that it is safe to use by the public. That is something to consider. If the Council doesn't want to do fencing, that is the Council's prerogative. The issue of doing something with this to keep people and animals from getting stuck and sliding on the plastic liner is an issue. There is a liability concern. If the Council is not going to install a chain-link fence he would suggest that they not take action on it or direct staff to come back with alternatives to a chain-link fence at a future Council Meeting.

Mayor Pro Tem Simons said she had been through enough law suits with the City to know that they are to be avoided at all costs. Obviously losing a person's life is invaluable. She wants us to consider the golfers and the legal ramifications both equally. She wanted to direct staff to look at other options and maybe research what other cities have done.

Councilman Stone agreed to table this and direct staff to come back with ideas including what the engineer options they come up with.

Councilman Hance said he doesn't golf and this doesn't matter to him. If people don't keep their dogs leashed up and they go into the pond it is no different than going into the river when the flow is high. That falls on the responsibility of the owner and if they jump in then that is their decision to make. We are the City government and we own the property. We are tied to certain remedies because we use reclaimed water. There is no way around that. It costs too much to use potable water. We are in an extreme drought this year. There has not been any snow. The golf course is going to be rough. We are not the Cadillac of cities and we don't have that kind of money. We don't get money from people that live in Spring Creek or Lamoille. We get the tax dollars from the people in Elko to support that. We have to provide the best we can. The people that voted for doing things up there, some of them are sitting on this board. The staff is here and the staff is competent on what they do. We cannot afford to spend thousands of dollars on consultants that NGM can afford and do. That is not what we do. We run a golf course. You can go out and play. If it's a little rough, we are in the desert. With that, if we can't keep people out of the pond we have two choices: 1) we don't water it and keep the ponds empty; or 2) put up the 6-foot fence. If NDEP says we need to fence it for public control, then that is what we do. We have no control over that. We have to follow what NDEP dictates because we use reuse water. If we used potable water, then that is a different animal. We won't put rocks on the liner because it was never meant to put rocks on the liner. It was meant to keep water from perking into the ground and disappearing. If we have to put a fence around it to keep the dogs and people from drowning in it and avoid a lawsuit that is going to cost us billions of dollars, yes, you are going to have a 6-foot fence. Treat it as a hazard.

Mr. Pruitt said the whole time nothing has changed. We have been through droughts before and nothing has changed. There are other cities that are in much more drier climates than Elko and they manage to maintain their course. Again, he was sad to hear Council's opinion on it because that is exactly why the pride in Elko is in the toilet. It is because of those attitudes right there.

Councilman Hance said we have one of the cheapest greens fees in the state.

Councilman Morris said he would argue with that. Spring Creek is cheaper than here.

He wasn't trying to make an argument with Councilman Hance but he was stating his opinion and his disappointment in the whole thing. His request, and 95% of the golfers up there, their request is we want to see a plan to turn that around and if that includes changing the people doing whatever they got to do. It has never been a problem in the past. Everything stated we have dealt with in the past before and that course has never looked the way it does right now.

Councilman Morris wanted to look at other options. He did not believe the fence is not the answer.

Mayor Pro Tem Simons wanted this to be put on the agenda for the first meeting in May. Staff and the public can research the issue and propose options.

Mr. Pruitt said he would love to participate in that research. The last thing he wanted to say before he left was he doesn't want people like Councilman Hance to think he was only there as a golfer complaining because he understands the safety issues of that. He spent 36 years safety, specifically safety for the mining industry and contractors around the mining industry. He currently owns a safety consulting business. He understands completely the safety concerns but he has also spent his entire career with the attitude that there is always more than one way to do a job safe. Its guaranteed there are more ways to make that pond, now that we've messed it up, safe and still make it aesthetically okay, for lack of a better phrase, for that golf course and the people that enjoy the golf course.

Councilman Hance suggesting going to NDEP and asking them what our options could be too.

## **NO ACTION**

### **I. PRESENTATIONS**

- A. Reading of a proclamation by the Mayor, commemorating the 50<sup>th</sup> Anniversary of Vitality Unlimited, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

This item was skipped because no one present for the proclamation.

- B. Review and possible approval of the Fiscal Year 2021/2022 Tentative Budget, and matters related thereto. **FOR POSSIBLE ACTION**

Staff will provide a revised budget presentation and will be requesting tentative budget approval and submittal. JB

Jan Baum, Financial Services Director, gave a presentation (Exhibit "A"). She went over the changes to the Tentative Budget since the last presentation.

There was considerable discussion regarding OPEB Retiree Health Insurance Subsidy. Three options were in the presentation.

Councilman Hance suggested they look at the model that the State uses as another option. He didn't think the flat rate was justified. The State uses a system based on the number of years you worked for the State before retirement.

Curtis Calder, City Manager, explained how the system is working right now. Some retirees are on PEBS and will get a subsidy until they move to Medicare. The retirees on our insurance will continue to get the subsidy they are getting now because they don't have many options. Anyone after July 1, 2021, would have the option of going to the Nevada Exchange, which is probably cheaper premium, and they can stay on our insurance but they won't get a subsidy. He felt that if we are going to subsidize anyone, we should subsidize the employees on the plan because they are the ones having a hard time staying employed with us. We lose many employees because they say they can't afford the insurance and they are going back to the mines. He recommended choosing option 3.

Trinity, LP Insurance, said they have a lot of public entity clients and very few of them are continuing any retiree subsidy. The OPEB liability has become unreasonable. The City of Elko is one of the most generous public entities today.

Councilman Hance stated he would like to see something in option 3 that gives a subsidy to the existing employees. Or maybe a variant of option 2. If you are an employee of the City of Elko today, your service time should mean something. You have to be an employee as of June 30, 2021. Anyone hired after July 1, 2021 will not qualify for the subsidy. Going forward as a policy, we need to look at the existing employees to offset that. We may have a run up of employees retiring because the subsidy will go away as of July 1, 2021.

It was finally decided that a fourth OPEB option will be brought to Council before a decision is made.

Mayor Pro Tem paused the presentation and discussion to move to Public Hearings.

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

- A. Second reading, public hearing, and possible adoption of Ordinance No. 858, an ordinance amending Title 4, Chapter 6, Section 13 entitled Uses and Purposes of Transient Lodging Tax Proceeds, and matters related thereto. **FOR POSSIBLE ACTION**

On March 9, 2021, the City Council approved a request by the Elko Visitors and Convention Authority to initiate a change in how the Room Tax Funds could be spent in order to give the ECVA some flexibility in their budget. First reading of the ordinance was approved on March 23, 2021, and published in the Elko Daily Free Press on March 25, 2021. KW

Kelly Wooldridge, City Clerk, explained we had first reading on this and there was very little public comment. This Public Hearing was published in the newspaper and there has been no public comment since then.

Mayor Pro Tem Simons called for public comment without a response.

**\*\* A motion was made by Councilman Hance, seconded by Councilman Stone, to approve the second reading, public hearing and adopt Ordinance No. 858.**

*The motion passed unanimously. (4-0)*

## **BREAK**

### **I. PRESENTATIONS (Cont.)**

Mayor Pro Tem Simons moved back to the budget presentation. She called for public comment.

Chris Johnson, 123 Woods Court, asked, regarding the golf course, what will be the peak staffing levels on the maintenance side this year.

James Wiley, Parks and Recreation Director, answered to be fully staffed at the golf course, there would be 3 full-time employees and 6 seasonal.

Mr. Johnson said he would be in support of reducing the ending fund balance to hire a contractor to help in restoring the golf course. It would only be a temporary thing and could be well worth it.

Mr. Wiley stated they are using contract services already. They use it on the greens once a year. The irrigation system is up and running. It ran last night. Seeding will resume on Thursday in the fairways and the boxes that got damaged during that pond project.

Ms. Baum said the first action item is the part-time evidence tech for the Police Department.

Chief Trouten spoke about the need for a part-time evidence tech due to the public record requests for video footage from the body worn cameras.

**\*\* A motion was made by Councilman Hance, seconded by Councilman Morris, to approve the half-time evidence tech for the Police Department.**

*The motion passed unanimously. (4-0)*

Ms. Baum said the next item is the two additional community donations.

Councilman Hance stated he asked CADV to come and make the request for funds. One of their main funding mechanisms has been what they get off marriage licenses. With COVID, that funding has taken a severe hit and their case load has gone up. He would need to abstain.

**\*\* A motion was made by Councilman Morris, seconded by Councilman Stone, to give the CADV \$10,000.**

*The motion passed. (3-0 Councilman Hance abstained.)*

Councilman Stone stated he is involved with the Ruby Mountain Balloon Festival and needed to abstain.

**\*\* A motion was made by Councilman Morris, seconded by Councilman Hance, to give the Ruby Mountain Balloon Festival the \$5,000.**

*The motion passed. (3-0 Councilman Stone abstained.)*

Scott Wilkinson said the Arts and Culture Board is trying to put together an art festival and will approach the Council and the RDA to consider \$5,000 each. He wasn't sure if they wanted to do that now or if there would be money in the Manager's Budget for it.

Mr. Calder suggested they get him a letter before the final budget.

Ms. Baum said next is the ladder truck for the Fire Station. There were some technical issues with the presentation so they moved to the next item. For health insurance, they built the budget with no increase to the employee dependent contribution. She asked for action to continue that. The next action for the health insurance is to leave the HSA contribution the way it is.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Hance, to keep the HSA funding contributions the same as last year and no further increases for dependents this year.**

*The motion passed unanimously. (4-0)*

Jack Snyder, Deputy Fire Chief, gave a presentation regarding the fire truck (Exhibit "B").

Councilman Hance asked if Council was to give them \$250,000 a year for six years, would they be able to go without another capital equipment purchase. This money would go towards the ladder truck.

Deputy Snyder answered they could live with that.

Chief Greigo said they could get into a used truck that is maybe 10 years old and give us 20 years of service. That would be the best option for us because it will have the computers and safety. He thought they could get into a used truck for about the same price of a refurbish. The issues to the truck is unfortunate because it won't be an easy fix. They would have to disassemble the truck around the pump just to get to it.

Curtis Calder, City Manager, thought the used market has some available and that is the best path forward. If there was some federal grant money, he could see going the new truck route. The fire truck doubles the money budgeted in the capital equipment fund. We do have some federal money coming but we don't know what we can spend it on yet. If they say we can spend it on a fire truck and Council says the fire truck is a high priority, then we go and buy a new one. He wasn't questioning the need for the truck, just the price. He did question the NFPA standards. They can change the standards and everyone needs new fire trucks. NFPA standards are not federally required. He recommended putting \$500,000 in the budget as a placeholder for the truck.

Mayor Pro Tem Simons thought the \$500,000 was a good number for this year.

Councilman Stone said he had done some research online and thought they could purchase a really good used truck for \$550,000. He thought they should budget \$550,000 instead.

Chief Griego said the used market is fickle but if we have the money when we find one then they would be able to purchase it. They wanted Council to make the decision whether they purchase a new or used truck or whatever they decide.

Councilman Hance said there is a reason the used trucks are for sale. You don't know who has driven the trucks and what has happened to it. Even if we decide to purchase a new truck for \$1 million, we are looking at a year for delivery. They could split the costs up over two years.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Morris, to put a placeholder of \$500,000 for the fire truck.**

*The motion passed unanimously. (4-0)*

Mr. Calder said now Council needs to approve the whole tentative budget.

**\*\* A motion was made by Councilman Hance, seconded by Councilman Stone, to approve the tentative budget for FY 2021-2022, adding \$500,000 to the Capital Equipment Fund as a placeholder for possible fire equipment purchase.**

*The motion passed unanimously. (4-0)*

- C. Presentation of the 2020 Fire Department Year in Review, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

Chief Griego gave a presentation (Exhibit "C").

## **II. CONSENT AGENDA**

- A. Review, consideration, and possible approval of the Full-Time Human Resources Coordinator job description, and matters related thereto. **FOR POSSIBLE ACTION**

The change to the position of Human Resources Coordinator from Part-Time to Full-Time, was approved during the City Council Meeting on March 23, 2021 as part of the FY 2021-2022 Budget. The position will provide support to various Human Resources activities and functions, including file maintenance, recruiting benefits administration, safety, and HR administrative support. SS

**\*\* A motion was made by Councilman Hance, seconded by Councilman Morris, to approve the Consent Agenda.**

*The motion passed unanimously. (4-0)*

## **IV. APPROPRIATIONS**

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

**\*\* A motion was made by Councilman Hance, seconded by Councilman Morris, to approve the general warrants in the amount of \$632,038.42.**

***The motion passed unanimously. (4-0)***

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

**\*\* A motion was made by Councilman Hance, seconded by Councilman Stone, to approve the Print 'N Copy warrants in the amount of \$120.20.**

***The motion passed unanimously. (4-0)***

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

**\*\* A motion was made by Councilman Hance, seconded by Councilman Stone, to approve the General Hand Cut checks in the amount of \$142,026.69.**

***The motion passed unanimously. (4-0)***

- D. Review, consideration, and possible action to accept Amendment No. Four (4) to Contract Dated February 26, 2019 between Jviation, INC and The City of Elko, Nevada, and matters related thereto. **FOR POSSIBLE ACTION**

This item is to amend the current contract between The City of Elko and Jviation, Inc. Jviation contract amendment #4 will cover fees associated with Airport Concessions Disadvantage Business Enterprise (ACDBE) program. Jviation will assist the airport in updating its Airport Concessions Disadvantaged Business Enterprise (ACDBE) Goal for FY20-22 to be in compliance with the FAA. JF

Curtis Calder, City Manager, explained this is a standard amendment. This program is required and is not optional. There will be enough money to cover the project in our AIP funds. He recommended approval.

**\*\* A motion was made by Councilman Hance, seconded by Councilman Morris, to accept the Amendment No. 4 to the contract between Jviation and the City of Elko.**

***The motion passed unanimously. (4-0)***

**V. NEW BUSINESS (Cont.)**

- A. Review, consideration and possible action to initiate an amendment to Elko City Code Sections 2-1-2 "Applicability" and 2-1-4 "Permits" in the Building Regulations, and matters related thereto. **FOR POSSIBLE ACTION**

Several sections of both the Building Regulations and Zoning Regulations address City requirements pertaining to accessory buildings, such as sheds. Staff has determined that these City Code provisions require further clarification. The Planning Commission initiated an amendment to the applicable sections of the Zoning Regulations at their meeting of April 6, 2021. City Staff is now requesting that the City Council initiate similar and/or corresponding changes to the Building Regulations.

The changes to the Building Regulations include the addition and/or modification of definitions pertaining to accessory buildings and clarification of what types and sizes of accessory buildings require a building permit. These amendments are being made in conjunction with proposed amendments to the Zoning Regulations which will be presented to the City Council at a later date once they have gone through the Planning Commission process. MR

Michele Rambo, Development Manager, explained there have been some issues lately with sheds and their placement. She went over her comparison chart then she explained the proposed changes. She recommended moving forward with the changes.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Hance, to initiate an amendment to Elko City Code Sections 2-1-2 "Applicability" and 2-1-4 "Permits" in the Building Regulations, adopting the changes as presented by staff.**

*The motion passed unanimously. (4-0)*

## **VI. RESOLUTIONS AND ORDINANCES**

- A. First reading of proposed Ordinance 857 amending Title 8, Chapter 21, Section 4 of the Elko City Code entitled "Sidewalk Maintenance, Reconstruction, and Repair", and matters related thereto. **FOR POSSIBLE ACTION**

The proposed amendment consists of three components: 1) clarify decision-making authority for the reconstruction and/or repair of sidewalks, 2) require that all sidewalk construction, reconstruction, and/or repair comply with applicable federal laws including the Americans with Disabilities Act, and 3) minor adjustments to language for additional clarity. The City Council Initiated Ordinance No. 857 at their March 23, 2021 meeting. MR

Ms. Rambo explained there have been no changes since the last meeting. She recommending approval.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Hance, to conduct first reading of Ordinance No. 857 and direct staff to set the matter for Public Hearing, Second Reading and possible adoption.**

*The motion passed unanimously. (4-0)*



## VII. PETITIONS, APPEALS, AND COMMUNICATIONS (Cont.)

- A. Ratification of the Police Chief issuing a 30-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Tania Kump, Jeff Kump, and Scott Ygoa, DBA Evergreen Flower and Gift Shop, located at 232 3<sup>rd</sup> Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

Chief Trouten pointed out that this one was within the 30-day window. The backgrounds are complete and he recommended approval.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Hance, to ratify the Police Chief issuing a 30-day temporary retail liquor license and issue a Regular Retail Liquor License to Tania Kump, Jeff Kump and Scott Ygoa, dba Evergreen Flower and Gift Shop, located at 232 3<sup>rd</sup> Street, Elko, Nevada, 89801.**

*The motion passed unanimously. (4-0)*

- B. Ratification of the Police Chief issuing a 60-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Thomas J. Duncan, DBA TD's Golf at Ruby View, LLC, located at 2100 Ruby View Drive, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

Chief Trouten said this temporary license did get extended. Mr. Duncan passed the background. He recommended approval.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Morris, to ratify the Police Chief issuing a 60-day temporary retail liquor license and issue a Regular Retail Liquor License to Thomas J. Duncan, dba TD's Golf at Ruby View, LLC, located at 2100 Ruby View Drive, Elko, Nevada, 89801.**

*The motion passed unanimously. (4-0)*

- C. Review, consideration, and possible action to rename a portion of Powder House Road to Elko Mountain Way, and matters related thereto. **FOR POSSIBLE ACTION**

City Staff is working toward acquiring rights-of-way and easements to allow for the installation of water mains and tanks in the area of Powder House Road. The proposed alignments of streets in the future development creates an intersection where Powder House Road would make a 90° bend if both sections were to remain as Powder House Road. Changing the name of the section nearest Lamoille Highway to Elko Mountain Way allows all of the residents using a Powder House Road address to maintain that address. No existing addresses would be affected by this proposed change. BT

Bob Thibault, Civil Engineer, explained there was a drawing included in the packet showing the road. They want to change the first section of Powder House Road to Elko Mountain Road and allow all the existing residents to keep their address the same.

**\*\* A motion was made by Councilman Hance, seconded by Councilman Morris, to accept the petition to change the name of a portion of Powder House Road to Elko Mountain Way and direct staff to set the matter for public hearing.**

*The motion passed unanimously. (4-0)*

- E. Review, consideration, and possible action to accept a petition requesting the lease of City owned property pursuant to NRS 268.062, approximately 2.262 acres, identified as Lease Area N2 located at the Elko Regional Airport, at public auction, and authorize Staff to obtain the required appraisal, and matters related thereto.  
**FOR POSSIBLE ACTION**

REACH Air Medical has petitioned the City of Elko to lease airport owned property identified as Lease Area N2 located on the Elko Regional Airport. If Council accepts the petition, an appraisal will be obtained and Council will hold a meeting on the fair market value of the property and adopt a resolution declaring its intention to lease the property at public auction. JF

Curtis Calder, City Manager, said this is a similar request that we just went through for another air medical provider. This is the acceptance of the petition. If approved they will start the other parts of the process.

**\*\* A motion was made by Councilman Hance, seconded by Councilman Stone, to accept the petition to lease City owned property pursuant to NRS 268.062, at public auction and authorize staff to obtain the required appraisal and direct staff to consult with the FAA on any required approvals for leasing the property.**

*The motion passed unanimously. (4-0)*

## **IX. REPORTS**

A. Mayor and City Council -

B. City Manager - Legislative Update

*Curtis Calder reported April 9 was a Legislative deadline and some bills fell off. Our charter bill fell off. This may take a few sessions to get through. Some bad bills fell off too. A lot of the law enforcement bills have fallen off but not all of them. Kelly Wooldridge, Chief Trouten and he are watching the bills.*

C. Assistant City Manager

*Scott Wilkinson thanked the Street Department for cleaning up the homeless camp.*

D. Utilities Director

E. Public Works

F. Airport Manager

G. City Attorney

H. Fire Chief

I. Police Chief

*Chief Trouten reported they gave out some Citizen Awards today. Because of COVID it was a restricted access event. There is some information on Facebook and a picture some High School kids giving them donuts.*

- J. City Clerk
- K. City Planner
- L. Development Manager
- M. Financial Services Director

*Jan Baum reported the American Rescue Plan Act was passed on March 11. They have 60 days to get the info out to them.*

- N. Parks and Recreation Director

*James Wiley reported he is looking forward to meeting with Mr. Pruitt. There is a plan to mitigate the issues at the Golf Course and he would be happy to explain that to anyone. Sports are starting up. They laid some new sod on some of the fields at Country Club, Cedar Street and Kump Field. They are busy everywhere. Mr. Calder is working on a ribbon cutting for the Sports Complex.*

- O. Civil Engineer
- P. Building Official

## COMMENTS BY THE GENERAL PUBLIC

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

Chris Johnson, 123 Woods Court, was happy he can attend the meetings in person now. It is great to have the technology to attend the meetings virtually and GoTo Meeting is a great tool to use. The golf course staff are doing a great job. Pete Dondero, Golf Course Superintendent, is there all of the time. There are a ton of good things happening at the golf course. We know the course will rebound.

There being no further business, Mayor Pro Tempore Simons adjourned the meeting.

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Mayor Pro Tempore Mandy Simons

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Kelly Wooldridge, City Clerk

**Elko City Council  
Agenda Action Sheet**

1. Title: **Update regarding Labor Negotiations between the City of Elko and the Elko Fire Fighters Association, IAFF Local 2423, and matters related thereto. INFORMATION ONLY – NON ACTION ITEM**

**Note: This portion of the meeting may be closed pursuant to NRS 288; therefore, the Council may move to adjourn the meeting prior to consideration of this item.**

2. Meeting Date: **April 27, 2021**
3. Agenda Category: **PERSONNEL**
4. Time Required:
5. Background Information:
6. Budget Information:  

Appropriation Required:   N/A  
Budget amount available:   N/A  
Fund name:   N/A
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Information Only**
10. Prepared by: **Susie Shurtz, Human Resources Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review and possible approval of a Grant, Bargain, and Sale Deed and Contract of Purchase and Sale between KJAM, LLC and the City of Elko, for real property located at 104 Twelfth Street, referred to as APN 001-374-008, for the purchase price of \$98,587.89, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 27, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minute**
5. Background Information: **A copy of the Grant, Bargain, and Sale Deed and Contract of Purchase and Sale has been included in the agenda packet for review. CC**
6. Budget Information:  

**Appropriation Required: \$98,587.89**  
**Budget amount available: \$98,587.89**  
**Fund name: Ad Valorem Capital**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Grant, Bargain and Deed; Sale/Purchase Contract**
9. Recommended Motion: **Approve Grant, Bargain, and Sale Deed and Contract of Purchase and Sale between KJAM, LLC and the City of Elko, for real property located at 104 Twelfth Street, referred to as APN 001-374-008, for the purchase price of \$98,587.89.**
10. Prepared by: **Curtis Calder, City Manager**
11. Committee/Other Agency Review: **David Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution: **Katie McConnell**                      **Therese Ure Stix**  

[katie@kmlawnv.com](mailto:katie@kmlawnv.com)

[therese@water-law.com](mailto:therese@water-law.com)

APN: 001-374-008

**Recording Requested**

**By and Return to:**

Goicoechea, Di Grazia,  
Coyle & Stanton, Ltd.  
530 Idaho Street  
Elko, Nevada 89801

The undersigned affirms that  
this document does not contain  
a social security number.

**Grantor's Address/**

**Send Tax Statements to:**

950 Idaho Street  
Elko, Nevada 89801

**GRANT, BARGAIN AND SALE DEED**

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **KJAM, LLC, a Nevada limited-liability company**, Grantor, and the **CITY OF ELKO, NEVADA, a municipal corporation and political subdivision of the State of Nevada**, Grantee, and it being specifically understood that any and all references to the words "Grantor" and "Grantee" shall include the masculine, feminine, and neuter genders, and singular and plural, as indicated by the context and number of parties hereto:

**W I T N E S S E T H:**

**FOR VALUABLE CONSIDERATION RECEIVED**, Grantor does hereby grant, bargain, sell and convey unto the said Grantee, and to its assigns, heirs, executors, administrators and successors, forever, all its right, title and interest in and to the real property situate in Elko County, Nevada, identified as Assessor's Parcel Number (APN) 001-374-008, consisting of 0.1150 acres, more or less, located in the City of Elko, County of Elko, State of Nevada, and more particularly described as follows:

Lots 13-14, Block 15, BALLOU ADDITION to the CITY OF ELKO, as shown on the map filed in the Office of the County Recorder of Elko County, Nevada.

**TOGETHER WITH** all buildings and improvements situate thereon.

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## **CONTRACT OF PURCHASE AND SALE OF VACANT LAND**

**THIS CONTRACT** made and entered into in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2021, (the "Effective Date") by and between **KJAM, LLC, a Nevada limited-liability company ("SELLER")** and the **CITY OF ELKO, NEVADA, a municipal corporation and political subdivision of the State of Nevada ("BUYER")**.

### **RECITALS**

**WHEREAS**, SELLER desires to sell and BUYER desires to purchase the real property located at 104 Twelfth Street, Elko, Nevada, commonly known as Assessor's Parcel Number (APN) 001-374-008, consisting of 0.1150 acres, more or less, of vacant land and more particularly described as Lots 13-14, Block 15, BALLOU ADDITION to the CITY OF ELKO, as shown on the map filed in the Office of the County Recorder of Elko County, Nevada (the "Property");

**WHEREAS**, the parties intend that the BUYER shall receive title to the Property by Nevada Grant, Bargain and Sale Deed after approval by the Elko City Council and upon cash payment in the amount of **NINETY-EIGHT THOUSAND, FIVE HUNDRED EIGHTY-SEVEN DOLLARS AND EIGHTY-NINE CENTS (\$98,587.89)** at the time of Closing;

**WHEREAS**, the SELLER has executed this Contract prior to approval by the City Council; however, the SELLER understands that the City Council may, in its sole discretion, disapprove this Contract and the transaction contemplated herein, and that this Contract shall not be binding upon the City until it has been approved by the City Council, signed by the Mayor and attested to by the City Clerk;

**WHEREAS**, BUYER has inspected the Property and has determined that it is satisfactory for its intended purposes;

**NOW, THEREFORE**, in consideration of the Recitals contained above and for the conditions and covenants hereinafter contained, the parties hereto agree as follows:

### **AGREEMENT**

#### **I.**

#### **SALE OF PROPERTY**

The SELLER agrees to sell to the BUYER and the BUYER agrees to purchase from the SELLER, free and clear of all liens, liabilities and encumbrances, subject to the terms and conditions set forth in this Contract, the Property, to include any improvements thereon,



commonly known as APN 001-374-008, Elko, Nevada, more particularly described in the Recitals of this Contract, *supra*, and at **Exhibit 1** hereto.

## II.

### PURCHASE PRICE

The BUYER shall pay to the SELLER, in full, in exchange for the purchase of the Property, subject to the terms and conditions contained herein, the sum of **NINETY-EIGHT THOUSAND, FIVE HUNDRED EIGHTY-SEVEN DOLLARS AND EIGHTY-NINE CENTS (\$98,587.89)** (hereinafter the "Purchase Price"), payable by the BUYER to SELLER only in lawful money of the United States of America in cash at Closing.

## III.

### TITLE TO PROPERTY

A. The SELLER shall retain legal title to the Property until Closing. At Closing, SELLER shall cause legal title to the Property, free and clear of liens and encumbrances, to be conveyed to BUYER, save and except for (1) such reservations, restrictions, restrictive covenants, easements, and rights-of-way as are reflected in the preliminary title report, to be given pursuant to this Contract, which are approved by the BUYER prior to Closing as being acceptable to BUYER or which are accepted by BUYER pursuant to Subparagraph III.B, below; (2) any easements, licenses or other rights the BUYER might have in and to a drainage culvert located on the Property; (3) accruing taxes which are a lien but not yet due and payable (except as otherwise provided herein) at the close of sale; and (4) the terms, exceptions, exclusions and provisions of a standard owner's title policy. Until such time as SELLER has caused legal title to the Property to be conveyed to BUYER, SELLER shall not sell, convey, transfer, assign or encumber the Property in any manner, and any act of the SELLER inconsistent with this requirement shall be deemed a default by SELLER.

B. Upon signing this Contract, BUYER may, at BUYER'S expense, obtain a preliminary title report covering the Property. After receipt of the preliminary title report, BUYER shall have **ten (10) business days** to approve or object to any exception listed in the preliminary title report (the foregoing ten-day period is hereinafter referred to as the "Title Due Diligence Period"). If at the expiration of the Title Due Diligence Period BUYER does not object to title to the Property in the manner set forth below, the title to the Property as shown in the preliminary title report shall be deemed accepted. Objection by the BUYER shall be deemed sufficiently given if sent by letter to SELLER. Each objection to a title matter in the preliminary title report shall clearly identify the exception or the part of the exception to which the objection applies. The date of mailing is deemed the date of giving such notice. Approval and acceptance of title by BUYER shall be conditioned upon the

condition that title of the same quality and nature as that approved, shall be conveyed to and vested in BUYER at Closing.

C. In the event BUYER timely notifies SELLER of its objection(s) to any item listed as an exception in the preliminary title report, SELLER shall have the right, but not the obligation, to cure the title objection(s). SELLER shall inform BUYER in writing not later than **ten (10) business days** after receipt of BUYER'S title objection(s) whether SELLER shall cure such objection(s), by delivering to the BUYER a Notice of Intent to Cure. The SELLER'S Notice of Intent to Cure shall be deemed sufficiently given if sent by letter to BUYER. The date of mailing is deemed the date of giving the Notice of Intent to Cure. Unless otherwise expressly stated in this Contract, SELLER'S failure to timely deliver a Notice of Intent to Cure shall be deemed SELLER'S election not to cure the title objection(s). BUYER'S election not to object to an exception in the preliminary title report prior to the expiration of the Title Due Diligence period shall be deemed BUYER'S waiver of any objections to title to the Property.

D. In the event SELLER does not deliver to BUYER a Notice of Intent to Cure following BUYER'S title objections given in the manner set forth above, then BUYER may terminate this Contract by giving written Notice of Termination to SELLER by mail, email or facsimile no less than **ten (10) business days** following delivery of BUYER'S title objections to SELLER, whereupon BUYER shall have no further obligation hereunder, except for all obligations of BUYER which by their express terms or nature are to survive a termination of this Contract. If BUYER timely and properly terminates this Contract by giving written Notice of Termination to SELLER, SELLER and BUYER shall each pay half of the Escrow Agent's escrow cancellation fee, including charges for any title work, preparation of the preliminary title report and providing title exception documents. If BUYER does not terminate this Contract as above provided in this Section III.D, then the condition of title to the Property as stated in the preliminary title report shall be deemed satisfactory to BUYER.

#### IV.

#### POSSESSION

BUYER shall have possession of the Property upon Closing.

#### V.

#### DUTY TO MAINTAIN PROPERTY

Until the time the Purchase Price is paid in full, SELLER agrees to keep the Property in substantially the same condition, excepting reasonable wear and tear. SELLER will not make any additions to the Property without the BUYER'S prior written consent.

## **VI.**

### **ACKNOWLEDGMENT**

BUYER shall have the opportunity to inspect the Property prior to the close of sale. BUYER acknowledges and agrees that the same is being sold in its present condition and state of repair. BUYER further acknowledges that it is responsible for all taxes, utilities and other expenses related to maintenance of the Property after Closing.

## **VII.**

### **ESCROW**

SELLER and BUYER shall open an escrow, within **ten (10) business days** following the Effective Date, with Stewart Title in Elko, Nevada. Upon execution of this Contract by the parties, the SELLER and BUYER shall execute escrow instructions to be delivered to said escrow agent to carry out the terms hereof and close this sale. SELLER and BUYER shall thereafter, respectively, execute, pay, deliver and deposit in escrow all documents and payments necessary to close this sale by the escrow agent by the date set for Closing. The escrow instructions shall contain provisions consistent with this Contract, and in the event of variation, this Contract shall control, unless the parties expressly agree in writing that such variation amends this Contract. The parties shall authorize the escrow agent to complete and date documents as necessary to close this sale in accordance with this Contract.

In the event this sale shall fail to close by reason of SELLER'S default hereunder, the SELLER shall pay the escrow agent's standard cancellation charges. In the event escrow shall fail to close by reason of BUYER'S default hereunder, BUYER shall pay the escrow agent's standard escrow cancellation charges.

## **VIII.**

### **CONVEYANCING**

The parties agree that the Grant, Bargain and Sale Deed (**Exhibit 2**) and this Contract shall be held in escrow by Stewart Title, located at 810 Idaho Street, Elko, Nevada 89801, subject to the escrow instructions referenced herein.

The parties understand that Stewart Title shall not deliver the Grant, Bargain and Sale Deed (**Exhibit 2**) to BUYER until BUYER has satisfied all obligations hereunder which are required prior to or at Closing.

**IX.**

**PRORATIONS**

The following items shall be prorated as of the date of Closing (unless otherwise indicated):

A. **Property Taxes and Special Assessments.** All state, county, school district and city taxes and special assessments shall be prorated, with BUYER reimbursing the SELLER their pro rata share of any prepaid taxes and/or assessments.

B. **Fire Insurance.** See Section XVI (Risk of Loss and Destruction of Assets), below.

C. **Utilities.** All fees for water, sewer and electricity shall be prorated, with BUYER reimbursing SELLER for its pro rata share of any prepaid utility fees.

**X.**

**CONDITION OF PROPERTY**

A. **BUYER'S Inspection and Investigations.** BUYER'S obligation to close the escrow created hereunder and purchase the Property is subject to satisfaction of the contingency items set forth below within **ten (10) business days** from the Effective Date (hereinafter the "Inspection Due Diligence Period"):

1. **Physical Inspection.** BUYER'S inspection and approval of the physical condition of the Property. SELLER hereby grants BUYER and BUYER'S agents or representatives the right to enter the Property from time to time for the purpose of the foregoing inspection.

2. **Studies/Reports.** BUYER'S approval of such studies and reports as it determines are necessary for its evaluation of the Property. Such studies and reports shall be obtained by BUYER at its sole cost and expense and may include, but are not limited to, architectural, engineering, economic, utility studies, soils tests, geotechnical reports, hazardous or toxic substance reports or an environmental audit. BUYER and third parties engaged by BUYER shall have the right to enter the Property to conduct any such study or test. Notwithstanding the foregoing, in no event may BUYER or anyone acting on behalf of BUYER cause any damage or destruction to the Property, nor shall any intrusive tests, to include, without limitation, soil borings or the removal of building materials or components, occur without SELLER'S prior written consent. BUYER agrees to indemnify, defend and hold SELLER harmless from and against any liability for personal injury or property damage

caused by any intentional, reckless or negligent act of BUYER or third party engaged by BUYER occurring upon the Property, and further agrees to keep the Property free of liens, and to restore the Property to its former condition to the extent reasonably practicable.

3. **Permits/Approvals.** BUYER'S obtaining such governmental approvals as may be required for BUYER'S proposed development or redevelopment of the Property, upon conditions and in a manner satisfactory to BUYER. SELLER agrees to reasonably cooperate with BUYER and appropriate governmental agencies in obtaining such approvals and executing all documents reasonably necessary for BUYER to secure them.

4. **Approval/Disapproval.** BUYER shall conduct its own due diligence investigation into the suitability of the Property for BUYER'S intended usage. The contingencies listed in this Section X.A. are for the BUYER'S benefit only and may be waived, in whole or in part, by BUYER in writing in BUYER'S sole and independent judgment. BUYER and SELLERS agree that if not waived by BUYER, upon BUYER'S earlier written disapproval of any of the above contingency items during the Inspection Due Diligence Period or within **five (5) business days** thereafter (which written disapproval shall specify the unsatisfactory contingency item), this Contract and the escrow hereunder shall be terminated and BUYER shall have no further obligation to close the purchase of the Property; provided, BUYER shall pay the Escrow Agent's escrow cancellation fee, including charges for any title work, preparation of the preliminary title report and providing title exception documents. If BUYER does not terminate this Contract as above provided in this Subsection X.A.4, then all contingencies in this Section X.A. shall be deemed fully satisfied.

B. **SELLER'S Warranties.** SELLER represents and warrants to BUYER each of the following:

1. SELLER is authorized to enter into this Contract.
2. SELLER is not aware of underground storage tanks located on the Property in which any Hazardous Material, as defined below, has been or is being stored, nor is SELLER aware of any spill, disposal, discharge, or release of any Hazardous Material into, upon, from, or over the Property or into or upon ground or surface water on the Property. As used in this paragraph, "Hazardous Material" means any hazardous or toxic substance, material, or waste that is regulated by any federal authority or by any state or local governmental authority where the substance, material, or waste is located.
3. SELLER knows of no actions, suits, claims, investigations or legal or administrative or arbitration proceedings pending or threatened against or affecting the Property.

4. SELLER has filed all property tax returns which are required to be filed by it with respect to the Property and has paid all such taxes due for all periods prior to date hereof. No deficiencies have been proposed or assessed against the Property by any other taxing authority, and no waivers of statutes of limitations or other extensions of time for the assessment of any tax against the SELLER are currently in effect.

5. There are no facts or liabilities in existence on the date of this Contract and known to SELLER which might serve as the basis of any lien upon the Property.

6. SELLER is not aware that the Property is in violation of any applicable federal, state and local laws, regulations and ordinances, including, without limitation, the Elko County Code, the Nevada State Fire Marshal Law (NRS Chapter 477) and the federal Americans with Disabilities Act.

7. SELLER is aware of no defect on or in the Property other than as noted in the property inspection (if any); provided, the Parties acknowledge that there is a buried culvert on the property utilized by BUYER for drainage.

8. The representations and warranties made by SELLER are substantially correct on the Closing date, except as affected by transactions contemplated herein and changes occurring in the ordinary course of business, with the same force and effect as though such representations and warranties had been made on the closing date.

C. **Conditions to SELLER'S Obligations.** The performance by SELLER of SELLER'S obligations under the terms of this Contract is conditioned upon, to the satisfaction of or waiver by SELLER, the BUYER not being in material breach of the Contract at the time of Closing.

## **XI.**

### **REAL ESTATE COMMISSIONS/REFERRAL FEES**

The Parties agree that there are no real estate broker commissions or referral fees associated with this purchase and sale.

## **XII.**

### **CLOSING**

This sale shall close **thirty (30) calendar days** from the date this Contract is approved by the Elko City Council, unless prior to such date, all title and other conditions precedent to sale have been satisfied, and all documents, and payments necessary to close this sale have been deposited with the escrow agent, in which event, the escrow agent shall thereupon close this sale and escrow. The parties may extend Closing from time-to-time by

mutual written agreement as necessary to complete all matters required by this Contract. The place of closing shall be the offices of Stewart Title, 810 Idaho Street, Elko, Nevada, or such other location in the State of Nevada as may be mutually agreed between the parties.

### **XIII.**

#### **SALE COSTS**

It is agreed that the costs and expenses of this sale shall be paid as follows:

A. The SELLER shall pay:

1. SELLER'S legal fees.
2. SELLER'S title insurance policy premium.
3. Any costs incurred to provide title as specified herein.
4. SELLER'S share of prorations pursuant to this Contract.

B. The BUYER shall pay:

1. BUYER'S legal fees.
2. BUYER'S share of prorations pursuant to this Contract.
3. Recording fees for Notice of Contract (if any).
4. BUYER'S ALTA title insurance policy premium.
5. The real property transfer tax.
6. The escrow fee.

### **XIV.**

#### **RIGHT OF OCCUPANCY**

Upon Closing, BUYER shall have the right of occupancy and use of the Property.

### **XV.**

#### **DEFAULT AND REMEDIES**

If BUYER defaults in performance or fails or refuses to close this sale for reasons other than those permitted by this Contract, then SELLER shall be entitled to pursue any remedies available at law or equity, to include an action for specific performance.

If SELLER defaults in performance or fails or refuses to close this sale for reasons other than those permitted by this Contract, then BUYER shall be entitled to pursue any remedies available at law or equity, to include an action for specific performance.

**XVI.**

**RISK OF LOSS AND DESTRUCTION OF THE ASSETS**

SELLER assumes all risk of loss due to fire or other casualty up to the time of Closing and delivery of possession to BUYER.

**XVII.**

**ADDITIONAL TERMS**

A. Except as otherwise provided herein, this Contract constitutes the entire agreement between the parties and supersedes all prior agreements, offers and negotiations relating to the subject matter described herein and may not be amended except by an agreement in writing signed by the parties.

B. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective personal representatives, heirs, assigns and successors, subject to the restriction on assignment contained herein.

C. This Contract and the provisions hereof shall be construed, given effect and governed by the laws of the State of Nevada, and, in the event of a breach of this Contract by any of the parties, the other party shall have all remedies at law or equity provided by the laws of the State of Nevada.

D. The captions and headings of the sections hereof are for convenience only and shall not control or effect the meaning or construction of any of the terms or provisions of this Contract.

E. Should either party be required to enforce or interpret the terms and conditions of this Contract through legal process, the prevailing party shall be entitled to an award of reasonable attorney fees and costs.

F. Each party has reviewed this Contract and has consulted with its own legal counsel (or has had the opportunity to do so); accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.

G. In the event that one or more of the provisions, or portions thereof of this Contract is determined to be illegal and unenforceable, the remainder of this Contract shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.



H. Each party shall exercise best efforts to fulfill the terms and conditions of this Contract in an expeditious manner.

I. An electronic, PDF or facsimile signature to this Contract shall have the same force and effect as an original.

J. The parties understand that the law firm of Goicoechea, Di Grazia, Coyle and Stanton, Ltd. drafted this Contract on behalf of the BUYER. The parties further understand that no tax advice has been given to the parties by the law firm of Goicoechea, Di Grazia, Coyle and Stanton, Ltd. in this transaction, and that each party has been encouraged to seek independent tax advice regarding this Contract.

K. The District Court for the Fourth Judicial District in and for the County of Elko, State of Nevada, shall have jurisdiction and venue over all disputes arising under this Contract.

L. All provisions contained in this Contract shall be deemed remade at closing and shall survive the closing.

M. All notices that may be required by this Contract shall be sent to the respective parties at the addresses appearing below:

**SELLER:**

KJAM, LLC  
Attn: McConnell Law Office PC  
950 Idaho Street  
Elko, Nevada 89801

**BUYER:**

City of Elko  
Attn: City Planner  
1751 College Avenue  
Elko, Nevada 89801

Any such notices shall be (i) personally delivered to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery to said addresses, or (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date such notice is placed in the U.S. mail, postage prepaid. Either party may change the address to which such notice is to be delivered by furnishing written notice of such change to the other party via one of the above methods in compliance with the foregoing provisions.



parties hereto on the day and date first above written.

**SELLER:**

**KJAM, LLC, a Nevada limited-liability  
company**

**BUYER:**

**CITY OF ELKO**

**By: \_\_\_\_\_**

**By: \_\_\_\_\_**

**REECE KEENER, MAYOR**

**Its: \_\_\_\_\_**

**ATTEST:**

\_\_\_\_\_  
**KELLY WOOLDRIDGE, CITY  
CLERK**

## EXHIBIT 1

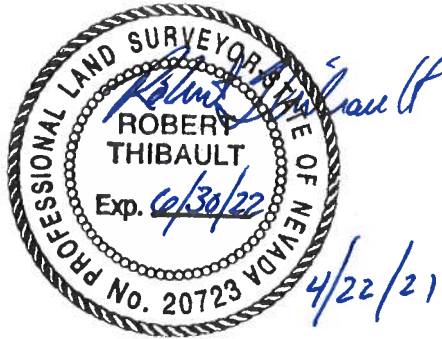
### LEGAL DESCRIPTION

A parcel of land, located in the northwest quarter of Section 14, Township 34 North, Range 55 East, MDB&M, within the City of Elko, Nevada, more particularly described as follows:

All of Lots 13 and 14 of Block 15, of the Ballou's Addition to the Town (now City) of Elko, Nevada, recorded in the official records of Elko County, Nevada, as file no. 2, in January of 1900.

Description Prepared by:

Robert Thibault, PE, PLS  
City of Elko  
Civil Engineer



**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the revised Title VI Compliance Policy and Plan for the City of Elko, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 27, 2021**
3. Agenda Category **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **City Council approved the Title VI Compliance Policy and Plan on March 9, 2021. On March 31, 2021 NDOT reviewed the plan pursuant to Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) regulations. NDOT found some deficiencies in the City's plan and gave the City 30 days to provide them with a plan for compliance. The revisions to the plan have been completed and reviewed by the City Attorney and are outlined in the attached power point presentation. KW**
6. Budget Information: **N/A**  

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Title VI Compliance Plan, Presentation of Revisions**
9. Recommended Motion: **Approve the City of Elko's Title VI Compliance Plan and Policy and allow Staff to make minor adjustments as needed.**
10. Prepared by: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval for the Fire Department to upgrade the level of Emergency Medical Services from the Advanced Emergency Medical Technician to the Paramedic level, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 27, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **The City of Elko Fire Department would like to increase the Emergency Medical Services provided to the citizens of Elko. Presently the Fire Department provides EMS service at the Advanced EMT scope and would like to provide a Paramedic level of service. This scope increases the care that is provided from the initial engine company to the transport of a patient in the department ambulance. The Paramedic level of care greatly enhances the ability of our first responders to handle all types of medicals and provide enhanced care that is needed to stabilize a patient. JS**
6. Budget Information:  

Appropriation Required: **\$0**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Recommend approval for the Fire Department to upgrade the level of Emergency Medical Services provided from the Advanced Emergency Medical Technician to Paramedic scope of services.**
10. Prepared by: **Jack Snyder, Deputy Fire Chief**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review and possible approval of the Health Insurance Subsidy provided to City of Elko retirees after June 30, 2021, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 27, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Staff will present Retiree Subsidy scenarios and present how the different scenarios impact Postemployment Benefits Other than Pensions (OPEB) liability. JB**
6. Budget Impact Statement:  

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **The City of Elko does not currently have a Health Insurance Retiree Subsidy Policy. The current default is to mirror subsidies given to current employees.**
9. Recommended Motion: **Approve the City Council preferred City of Elko Retiree Health Insurance Subsidy after June 30, 2021.**
10. Prepared by: **Jan Baum, Financial Services Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, discussion, and possible action to initiate an ordinance to create a “Local Hospital Licensure Fee,” and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 27, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **The City of Elko has been approached by Northeastern Nevada Regional Hospital regarding a collaborative effort to support Medicaid patients within our community. Similar programs exist in other States and have benefitted low-income and needy patients. A copy of a letter from Steve Simpson, Chief Executive Officer of NNRH has been enclosed in the agenda packet for review. CC**
6. Budget Information:  

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **NNRH Letter**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared by: **Curtis Calder, City Manager**
11. Committee/Other Agency Review: **David Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution: **Steve Simpson, NNRH**  
**[steve.simpson@lpnt.net](mailto:steve.simpson@lpnt.net)**





April 13, 2021

Mr. Curtis Calder  
Elko City Manager  
1751 College Avenue  
  
Elko, Nevada 89801

*ccalder@elkocitynv.gov*

Re: Local Hospital Licensure Fee

Dear Mr. Calder:

On behalf of Northeastern Nevada Regional Hospital ("Hospital"), I respectfully request a meeting with you and Mayor Keener to discuss a unique opportunity for a collaboration between the Hospital and the City of Elko ("City") to support services to the low-income and needy in our community. The collaboration will ensure resources are available to maintain and expand access to high-quality health care for the community's most vulnerable residents, as well as to sustain the hospital's significant economic role in the community. The Hospital is currently eligible to receive additional federal funding to help subsidize the uncompensated costs incurred for delivering hospital services to Medicaid patients. Through a collaboration with the City, additional Medicaid revenue could be generated at no cost to the City.

The Medicaid program is a shared fiscal responsibility between the federal government and the states. In Nevada, the State is responsible for satisfying \$0.37 of every \$1.00 spent in Medicaid. Unfortunately, the Nevada Medicaid program does not come close to reimbursing the Hospital for its costs of providing care to Medicaid beneficiaries or the uninsured. The Hospital, however, is eligible for a separate pool of Medicaid funds under Nevada's Medicaid program if stakeholders can generate sufficient "state share" (i.e., the \$0.37 of every \$1.00). Because federal law permits States to collect fees from units of local government to satisfy the state share and state law allows the City to assess a licensure fee on hospitals in our community, the Hospital would like to discuss the opportunity to establish a local hospital licensure fee in the City that can be used as the state share to draw down the additional Medicaid payments.

As the only hospital in the region, the Hospital's doors are open to the entire community, regardless of any individual patient's ability to pay. When patients are uninsured, the Hospital provides those eligible with generous charity discounts to make sure that necessary medical treatment does not jeopardize the patients' financial stability. In 2019 alone, the Hospital provided \$17 million in charity and other uncompensated care to low-income and



needy patients.<sup>1</sup> Based on current projections and historic practice as part of collaboration with the other large Medicaid providers in the State, the Hospital expects to benefit by almost \$1 million as a result of implementing a local licensure fee in Elko. We appreciate the City's consideration of our request, and I look forward to discussing this concept with you further.

Sincerely,

Steve Simpson  
Chief Executive Officer  
Northern Nevada Regional Hospital

cc: David M. Stanton  
Elko City Attorney

*davidstanton@elkolawyers.com*

James E. Gjerset  
Attorney, Gjerset & Lorenz, LLP

*gjerset@gl-law.com*

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<sup>1</sup> Northeastern Nevada Regional Hospital Community Impact Report (2019), available at <https://www.nnrhospital.com/Content/Uploads/Northeastern%20Nevada%20Regional%20Hospital/Files/NNRH%202019%20Community%20Impact%20Report.pdf>.

**Elko City Council  
Agenda Action Sheet**

1. Title: **Ratification of the Police Chief issuing a 35-day Temporary Retail and Caterer's Liquor License and issue a Regular Retail and Caterer's Liquor License, to Ericia Cook and Thomas Patton, DBA Cooks Steakhouse & Saloon, located at 245 3<sup>rd</sup> Street, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 27, 2021**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information: **N/A**
6. Budget Information:  
Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Ratification of the Police Chief issuing a 35-day Temporary Retail and Caterer's Liquor License and issue a Regular Retail and Caterer's Liquor License, to Ericia Cook and Thomas Patton, DBA Cooks Steakhouse & Saloon, located at 245 3<sup>rd</sup> Street.**
10. Prepared by: **Ty Trouten, Police Chief**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Ericia Cook & Thomas Patton  
245 3<sup>rd</sup> Street  
Elko, NV 89801**

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action a request by Mr. Patrick Zdunich to change City Code 5-3-25 Animal Noises and Nuisances, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 27, 2021**
3. Agenda Category: **PETITION, APPEAL, AND COMMUNICATIONS**
4. Time Required: **10 Minutes**
5. Background Information: **On April 12, 2021, Mr. Zdunich contacted the City Clerk's Office regarding the Animal Noises ordinance. Elko City Police had contact with him on this date regarding a complaint of dog barking. He would like to propose a change to the Animal Noise and Nuisances code. His email regarding the request is in the packet. KW**
6. Budget Information:  

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **City Code 5-3-25 Animal Noises; Nuisances; email communication from Mr. Zdunich**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared by: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **zeeman40@icloud.com**

## City Ordinance proposal

Patrick Zdunich <zeeman40@icloud.com>

Mon 4/12/2021 11:56 AM

To: City Clerk <cityclerk@elkocitynv.gov>

Yes Ma'am my name is Patrick Zdunich, I live @3078 Lanae Drive in Elko and I had a visit from a policeman about a barking dog complaint @1000am this morning, and so did my neighbor. I know people work at the mines 24/7 I too also used to work overnights and I compensated for noises by wearing comfortable earplugs and blinders without impeding on others and so here is my problem...

Having a barking dog complaint lodged at 1000 am is ridiculous on its face there are a lot of people that work 9-5 and cannot be home with their pets at all times...so here is my solution. Since it seems that Elkos barking dog ordinance governs 24/7 I propose a different time scheme...10P-4P prohibition on nuisance dogs, most day workers are in bed by 10pm and they should have control over them after they get home from work I propose that punishment for not controlling a dog between during that time period be \$100 after the third warning to get their pets under control  
During the day only if they constantly bark and are not under control...but should NOT be cited especially if the person is NOT home

This I think would be a fair compromise  
Thank you

Patrick Zdunich  
3078 Lanae Drive  
Elko NV  
7634984746

**5-3-25: ANIMAL NOISES; NUISANCES:**

It shall be unlawful for any person to own, keep, harbor or possess any animal which, by loud or frequent habitual barking, howling, yelping, braying or other noise, causes annoyance to the neighbors or to any person in the vicinity. In addition to any other fines and penalties imposed by the court in the event of a conviction of this section, the court shall have full powers to order abatement of the nuisance caused by the animal. (Ord. 662, 2-28-2006)

**Elko City Council  
Agenda Action Sheet**

1. Title: **Public hearing pursuant to NRS 268.059(1)(a) regarding the fair market value and possible sale at public auction of approximately 2,643 sq. ft. of City-owned property located generally northeast of the intersection of Sewell Drive and Sage Street, designated APN 001-013-018. Discussion and possible motion determining that the fair market value of the property is \$12,500 in accordance with the appraisal of Jason Buckholz of CRBE, Inc., appraiser, and possible adoption of Resolution No. 15-21, a resolution of the Elko City Council finding it is in the best interest of the City to sell APN 001-013-018 and hereby declaring its intention to sell such property at public auction pursuant to City Code Section 8-1-3 and NRS 268.062, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 27, 2021**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **Two adjacent neighbors petitioned the City of Elko to sell a city owned parcel formerly known as Well 16 parcel. Council accepted the petition and authorized Staff to obtain the required appraisal and proceed with the statutory process of selling the parcel at public auction as required by NRS 268.062. The City sold the parcel at public auction and during the title process, the City determined that a portion of the sold property was not deeded to the City of Elko. It was not feasible for the City to acquire that 430 sq. ft. portion of the parcel so City Council took action at their February 11, 2021 meeting to rescind the previous sale, directed Staff to obtain a new appraisal and commence with the sale of the remainder parcel. CL**
6. Budget Information:  
    Appropriation Required: **NA**  
    Budget amount available: **NA**  
    Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Appraisal and Resolution**
9. Recommended Motion: **Accept the fair market value as determined at the public hearing and adopt Resolution No. 15-21**
10. Prepared by: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **City Attorney**
12. Council Action:
13. Agenda Distribution: **Sue Smales  
1400 Sewell Drive  
Elko, NV 89801**

CBRE VALUATION & ADVISORY SERVICES

# RESTRICTED APPRAISAL REPORT

ELKO LAND  
NEAR THE INTERSECTION OF WEST SAGE STREET AND  
SEWELL DRIVE  
ELKO, NEVADA 89801  
CBRE GROUP, INC. FILE NO. 21-224NW-1262-1

CITY OF ELKO

**CBRE**



Date of Report: April 1, 2021

Mr. Reece Keener  
Mayor  
CITY OF ELKO  
1751 College Avenue  
Elko, Nevada 89801RE: Appraisal of: Elko Land  
Near the intersection of West Sage Street and Sewell Drive  
Elko, Elko County, Nevada 89801  
CBRE, Inc. File No. 21-224NW-1262-1

Dear Mr. Keener:

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

The subject is a 0.06-acre (2,643 sq. ft.) tract of vacant land (mixed-use) located at Sewell Drive in Elko, Nevada. The subject is a former city water pump site located in a residential area near the SWC of Sewell Drive and Sage Street. The site is a separate parcel yet does not have direct street frontage. Access to the property is via an un-named alley dissecting the residential block between Walnut Street and Sage Street. As of the date of inspection, a small portion of the site was fenced (where the former pumping equipment was located) with the remainder of the site appears to be the driveway for the adjacent parcel at 1400 Sewell Drive.

Based on the analysis contained in the following report, the market value of the subject is concluded as follows:

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is	Fee Simple Estate	March 23, 2021	\$12,500
Compiled by CBRE			

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

As of the date of value and the date of this report, the nation, region, and market area are impacted by the COVID-19 pandemic. This could have a prolonged effect on macroeconomic conditions, though at this time the length of duration is unknown. The perceived impact on real

estate varies on several factors including asset class, use, tenancy, and location. Our analysis considers available information as of the effective date.

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

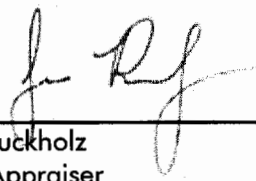
The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set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

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

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


Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



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Jason Buckholz  
Senior Appraiser  
NV Certified General Appraiser #A.0007369-CG  
Expires: June 30, 2021  
Phone: (775) 823-6931  
Email: jason.buckholz@cbre.com



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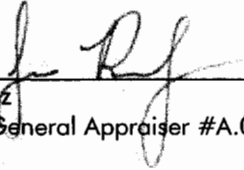
Tom Boroach, MAI  
Managing Director  
NV Certified General Appraiser #A.0207981-CG  
Expires: August 31, 2021  
Phone: (303) 628-7474  
Email: Tom.Boroach@cbre.com

**CBRE**

## Certification

We certify to the best of our knowledge and belief:

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

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

  
 Tom Baroch, MAI  
 NV Certified General Appraiser #A.0207981-CG

## Subject Photographs



Aerial View





Typical View of the Subject



Typical View of the Subject



Typical View of the Subject



Typical View of the Alley



Typical Street View of Alley



View of Adjacent House

## Executive Summary

<b>Property Name</b>	Elko Land
<b>Location</b>	Near the intersection of West Sage Street and Sewell Drive
<b>Parcel Number(s)</b>	Elko, Elko County, NV 89801 001-013-018
<b>Client</b>	City of Elko
<b>Highest and Best Use</b>	
As If Vacant	Residential
<b>Property Rights Appraised</b>	Fee Simple Estate
<b>Date of Inspection</b>	March 23, 2021
<b>Estimated Exposure Time</b>	3 - 6 Months
<b>Estimated Marketing Time</b>	6 - 12 Months
<b>Primary Land Area</b>	0.06 AC 2,643 SF
<b>Zoning</b>	ZR, Residential
<b>Buyer Profile</b>	Investor-Local
<b>VALUATION</b>	
	<b>Total</b> <b>Per SF</b>
Land Value	\$12,500 \$4.73

CONCLUDED MARKET VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Value
As Is	Fee Simple Estate	March 23, 2021	\$12,500
Compiled by CBRE			

### EXTRAORDINARY ASSUMPTIONS

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

- None Noted.

### HYPOTHETICAL CONDITIONS

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

- None noted.

<sup>1</sup> The Appraisal Foundation, USPAP, 2020-2021

<sup>2</sup> The Appraisal Foundation, USPAP, 2020-2021

## OWNERSHIP AND PROPERTY HISTORY

OWNERSHIP SUMMARY	
Item	Current
<b>Current Ownership</b>	
Owner:	City of Elko
Compiled by CBRE	

To the best of our knowledge, there has been no ownership transfer of the property during the previous three years and the subject is not being actively marketed as for sale. It is noted that a future sale may occur. The subject represents a former pump site for well water. All of the pumping equipment has been removed. As of the date of inspection, the adjacent neighbor is encroaching on the site for use as a driveway. Per the city ordinance, a sale of public lands must be put up at public auction and the sales price cannot be less than the appraised value. Although the subject is not under contract nor is being marketed as for sale, a potential buyer exists who will purchase the property at public auction at a future date.

## EXPOSURE/MARKETING TIME

Current appraisal guidelines require an estimate of a reasonable time period in which the subject could be brought to market and sold. This reasonable time frame can either be examined historically or prospectively. In a historical analysis, this is referred to as exposure time. Exposure time always precedes the date of value, with the underlying premise being the time a property would have been on the market prior to the date of value, such that it would sell at its appraised value as of the date of value. On a prospective basis, the term marketing time is most often used. The exposure/marketing time is a function of price, time, and use. It is not an isolated estimate of time alone. In consideration of these factors, we have analyzed the following:

- exposure periods for comparable sales used in this appraisal;
- exposure/marketing time information from the CBRE, Inc. National Investor Survey and the PwC Real Estate Investor Survey; and
- the opinions of market participants.

Our valuation is predicated on a buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. The COVID-19 pandemic has resulted in logistical constraints on property transactions such as inability to travel for due diligence/tours and closing of municipal agencies for closing/recording sale transactions. In addition, some buyers and sellers have paused or postponed transacting amid the pandemic. As of the effective date of this appraisal, this has extended the reasonable time period in which the subject could be brought to market and sold. In light of the COVID-19 pandemic and prevailing market conditions, we would anticipate a longer marketing period relative to the exposure period. The following table presents information derived from various sources and our conclusion.

The following table presents the information derived from these sources.

EXPOSURE/MARKETING TIME DATA			
Investment Type	Exposure/Mktg. (Months)		
	Range		Average
Local Market Professionals	1.0	- 6.0	3.0
<b>CBRE Exposure Time Estimate</b>	<b>3 - 6 Months</b>		
<b>CBRE Marketing Period Estimate</b>	<b>6 - 12 Months</b>		
Source: CBRE National Investor Survey, RealtyRates.com Survey & PwC Real Estate Survey			



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**ADDENDA**

A Client Contract Information

B Qualifications

## Scope of Work

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

### INTENDED USE OF REPORT

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

### CLIENT

The client is City of Elko.

### INTENDED USER OF REPORT

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

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

### PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the subject property.

### DEFINITION OF VALUE

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

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

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

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

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

### **INTEREST APPRAISED**

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

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

### **Extent to Which the Property is Identified**

The property is identified through the following sources:

- assessor's records

### **Extent to Which the Property is Inspected**

The extent of the inspection included the following: exterior.

### **Type and Extent of the Data Researched**

CBRE reviewed the following:

- zoning requirements
- flood zone status
- demographics

### **Type and Extent of Analysis Applied**

CBRE, Inc. analyzed the data gathered through the use of appropriate and accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value. The steps required to complete each approach are discussed in the methodology section.

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

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

## Data Resources Utilized in the Analysis

DATA SOURCES	
Item:	Source(s):
<b>Site Data</b>	
Size	City of Elko Representatives
<b>Other</b>	
Zoning	City of Elko
Flood Zone	FEMA
Demographics	ESRI
Compiled by CBRE	

## APPRAISAL METHODOLOGY

In appraisal practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality and quantity of information available.

In appraisal practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality and quantity of information available. Depending on a specific appraisal assignment, any of the following four methods may be used to determine the market value of the fee simple interest of land:

- Sales Comparison Approach;
- Income Capitalization Procedures;
- Allocation; and
- Extraction.

The following summaries of each method are paraphrased from the text.

The first is the sales comparison approach. This is a process of analyzing sales of similar, recently sold parcels in order to derive an indication of the most probable sales price (or value) of the property being appraised. The reliability of this approach is dependent upon (a) the availability of comparable sales data, (b) the verification of the sales data regarding size, price, terms of sale, etc., (c) the degree of comparability or extent of adjustment necessary for differences between the subject and the comparables, and (d) the absence of nontypical conditions affecting the sales price. This is the primary and most reliable method used to value land (if adequate data exists).

The income capitalization procedures include three methods: land residual technique, ground rent capitalization, and Subdivision Development Analysis. A discussion of each of these three techniques is presented in the following paragraphs.

The land residual method may be used to estimate land value when sales data on similar parcels of vacant land are lacking. This technique is based on the principle of balance and the related concept of contribution, which are concerned with equilibrium among the agents of production--i.e. labor, capital, coordination, and land. The land residual technique can be used to estimate land value when: 1) building value is known or can be accurately estimated, 2) stabilized, annual net operating income to the property is known or estimable, and 3) both building and land capitalization rates

can be extracted from the market. Building value can be estimated for new or proposed buildings that represent the highest and best use of the property and have not yet incurred physical deterioration or functional obsolescence.

The subdivision development method is used to value land when subdivision and development represent the highest and best use of the appraised parcel. In this method, an appraiser determines the number and size of lots that can be created from the appraised land physically, legally, and economically. The value of the underlying land is then estimated through a discounted cash flow analysis with revenues based on the achievable sale price of the finished product and expenses based on all costs required to complete and sell the finished product.

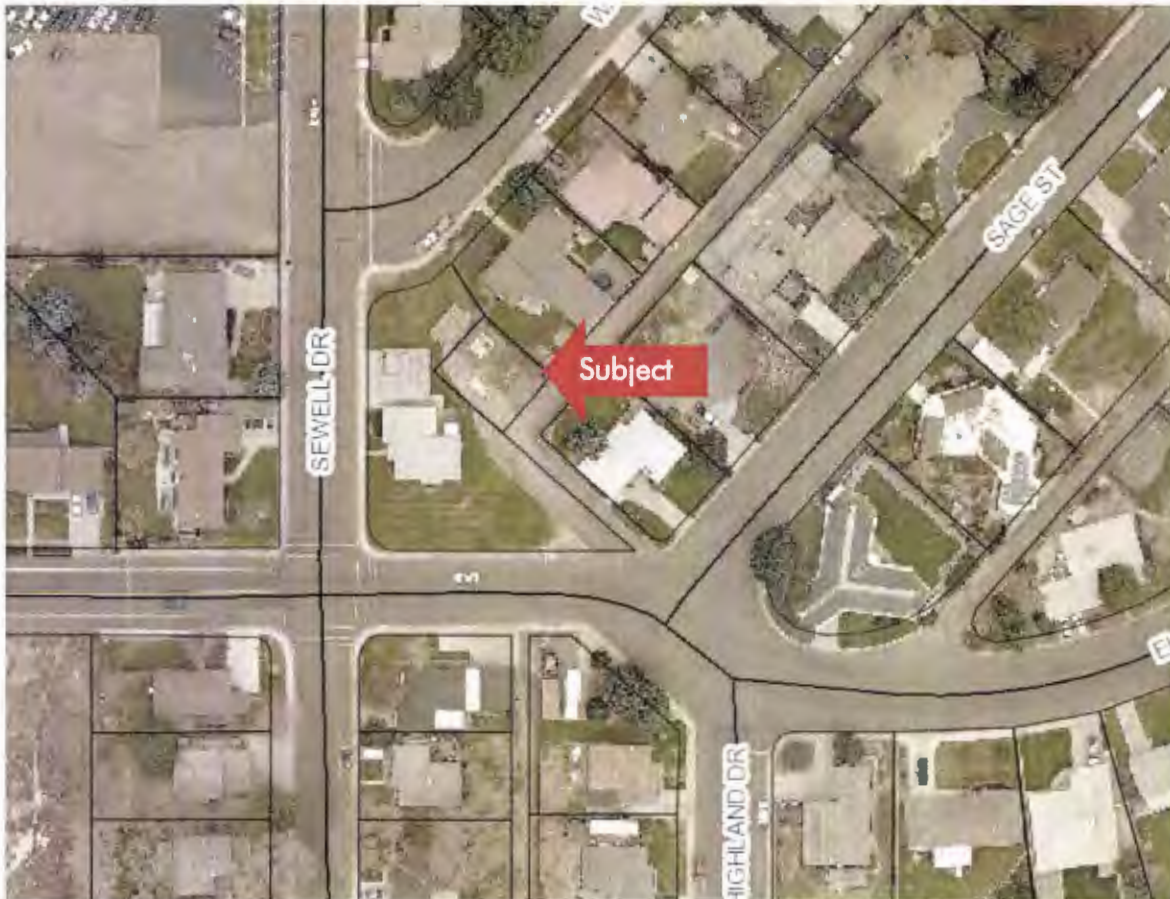
The ground rent capitalization procedure is predicated upon the assumption that ground rents can be capitalized at an appropriate rate to indicate the market value of a site. Ground rent is paid for the right to use and occupy the land according to the terms of the ground lease; it corresponds to the value of the landowner's interest in the land. Market-derived capitalization rates are used to convert ground rent into market value. This procedure is useful when an analysis of comparable sales of leased land indicates a range of rents and reasonable support for capitalization rates can be obtained.

The allocation method is typically used when sales are so rare that the value cannot be estimated by direct comparison. This method is based on the principle of balance and the related concept of contribution, which affirm that there is a normal or typical ratio of land value to property value for specific categories of real estate in specific locations. This ratio is generally more reliable when the subject property includes relatively new improvements. The allocation method does not produce conclusive value indications, but it can be used to establish land value when the number of vacant land sales is inadequate.

The extraction method is a variant of the allocation method in which land value is extracted from the sale price of an improved property by deducting the contribution of the improvements, which is estimated from their depreciated costs. The remaining value represents the value of the land. Value indications derived in this way are generally unpersuasive because the assessment ratios may be unreliable and the extraction method does not reflect market considerations.

For the purposes of this analysis, we have utilized the sales comparison approach is applicable and was used. The other methodologies are used primarily when comparable land sales data is non-existent. Therefore, these approaches have not been used.

## PLAT MAP

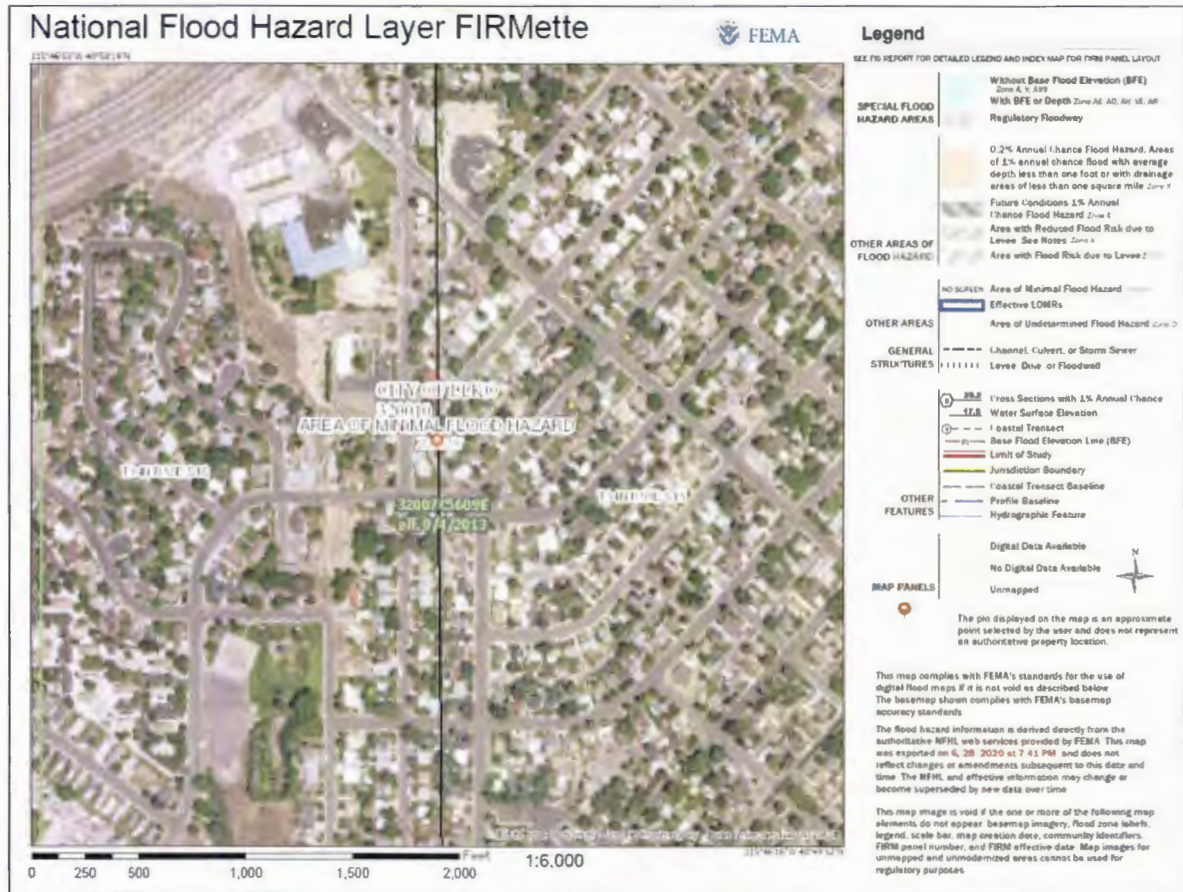


The subject does not have direct street frontage with access via an un-named alley. According to public records, an approximate 20 square foot portion of the parcel is encumbered by another parcel outline below. We have therefore eliminated the portion of the site from our analysis. The subject site is outlined below:





## FLOOD PLAIN MAP





## Site Analysis

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

SITE SUMMARY AND ANALYSIS			
<b>Physical Description</b>			
Net Site Area	0.06 Acres	2,643 Sq. Ft.	
Average Depth	70 Feet		
Excess Land Area	None	n/a	
Surplus Land Area	None	n/a	
Shape	Rectangular		
Topography	n/a		
Parcel Number(s)	001-013-018		
Zoning District	ZR, Residential		
Flood Map Panel No. & Date	32007C5609E	4-Sep-13	
Flood Zone	Zone X (Unshaded)		
Adjacent Land Uses	Residential Uses		
Earthquake Zone	n/a		
<b>Comparative Analysis</b>		<b>Rating</b>	
Visibility	Poor		
Functional Utility	Fair		
Traffic Volume	Low		
Adequacy of Utilities	Average		
Drainage	Assumed Adequate		
<b>Utilities</b>		<b>Provider</b>	<b>Availability</b>
Water	City of Elko		Yes
Sewer	City of Elko		Yes
Natural Gas	NV Energy		Yes
Electricity	NV Energy		Yes
<b>Other</b>		<b>Yes</b>	<b>No</b>
Detrimental Easements			X
Encroachments			X
Deed Restrictions			X
Reciprocal Parking Rights		X	
Source: Various sources compiled by CBRE			

### EASEMENTS AND ENCROACHMENTS

There are no known easements or encroachments impacting the site that are considered to affect the marketability or highest and best use. It is recommended that the client/reader obtain a current title policy outlining all easements and encroachments on the property, if any, prior to making a business decision.

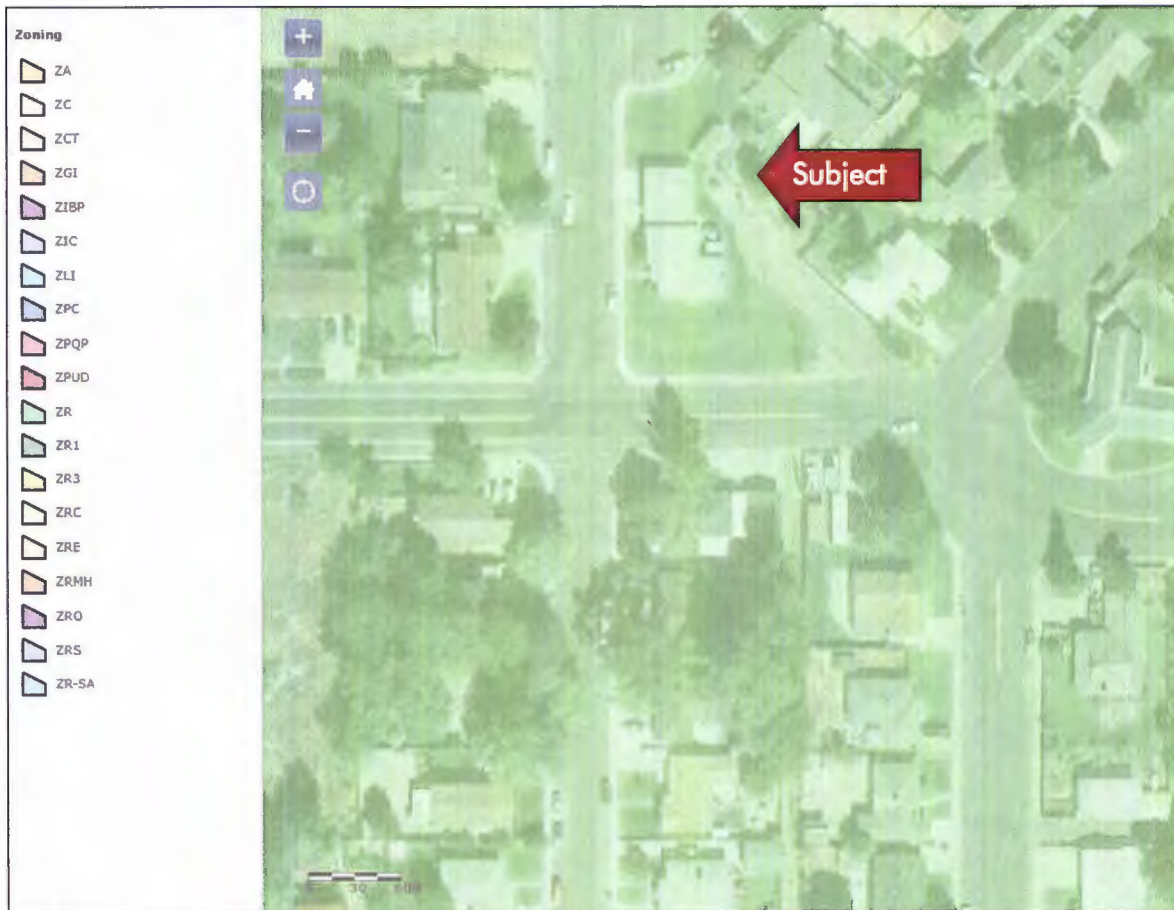
### **COVENANTS, CONDITIONS AND RESTRICTIONS**

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

### **COMMENTS/CONCLUSION**

The site is atypical given its small size.

## ZONING MAP



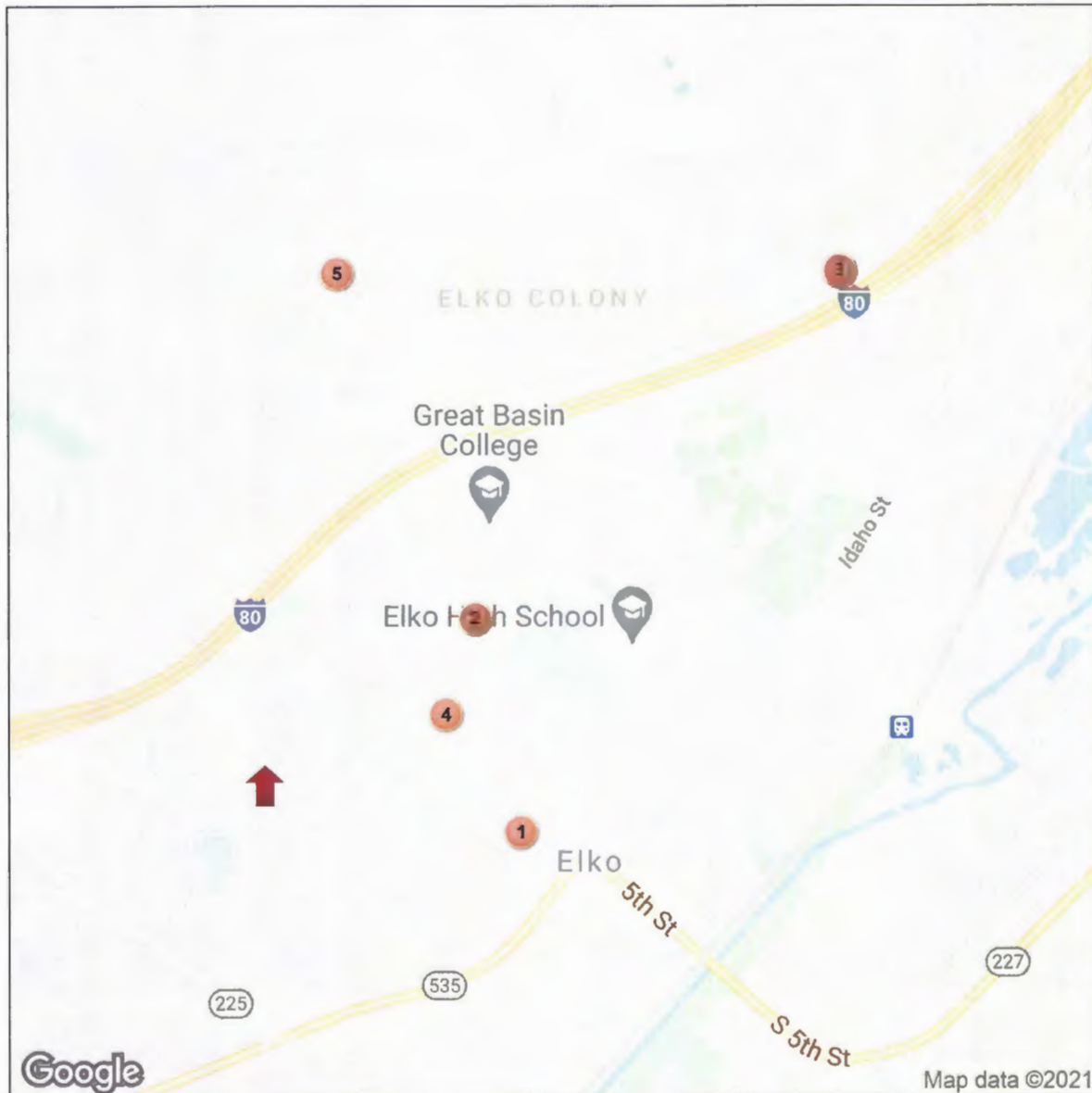
## Zoning

The following chart summarizes the subject's zoning requirements.

<b>ZONING SUMMARY</b>	
Current Zoning	ZR, Residential
Legally Conforming	Yes
Uses Permitted	Public Use
Zoning Change	Not likely
Source: Planning & Zoning Dept.	

## Land Value

The following map summarizes the comparable data used in the valuation of the subject site. Note that a summary of the comparables used may be found in the Addenda.



SUMMARY OF COMPARABLE LAND SALES										
No.	Property Location	Transaction		Doc#	Zoning	Actual Sale Price	Size (Acres)	Size (SF)	Price Per Acre	Price Per SF
		Type	Date							
1	403 Pine Street Elko, NV APN: 001-222-008	Sale	Mar-20	766627	ZR	\$30,000	0.172	7,492	\$174,419	\$4.00
2	1285 8th Street Elko, NV APN: 001-066-005	Sale	Jul-19	764033	ZR	\$20,500	0.092	4,008	\$222,826	\$5.12
3	1848 Sequoia Drive Elko, NV APN: 001-561-024	Sale	Jun-19	756048	ZR	\$55,000	0.211	9,191	\$260,664	\$5.98
4	509 Ash Street Elko, NV APN: 001-067-017	Sale	Sep-20	773775	ZRB	\$100,000	0.275	11,979	\$363,636	\$8.35
5	3282 Scenic View Drive Elko, NV APN: 001566-024	Sale	Mar-21	784106	ZR	\$100,000	0.51	22,390	\$194,553	\$4.47
Subject	Near the intersection of West Sage Street and Sewall Drive, Elko, Nevada	---	---			---	0.06	2,643	---	---
Compiled by CBRE										

### SUMMARY OF ADJUSTMENTS

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

LAND SALES ADJUSTMENT GRID						Subject
Comparable Number	1	2	3	4	5	Subject
Transaction Type	Sale	Sale	Sale	Sale	Sale	---
Transaction Date	Mar-20	Jul-19	Jun-19	Sep-20	Mar-21	---
Document #	766627	764033	756048	773775	784106	
Actual Sale Price	\$30,000	\$20,500	\$55,000	\$100,000	\$100,000	
Zoning/Density	ZR	ZR	ZR	ZRB	ZR	
Size (Acres)	0.17	0.09	0.21	0.28	0.51	0.06
Size (SF)	7,492	4,008	9,191	11,979	22,390	2,643
Price Per SF	\$4.00	\$5.12	\$5.98	\$8.35	\$4.47	---
Price (\$ PSF)	\$4.00	\$5.12	\$5.98	\$8.35	\$4.47	
Property Rights Conveyed	0%	0%	0%	0%	0%	
Financing Terms <sup>1</sup>	0%	0%	0%	0%	0%	
Conditions of Sale	30%	0%	0%	0%	0%	
Market Conditions (Time)	2%	3%	3%	0%	0%	
Subtotal	\$5.31	\$5.27	\$6.16	\$8.35	\$4.47	
Size	0%	0%	0%	0%	0%	
Shape	0%	0%	0%	0%	0%	
Frontage	-10%	-10%	-10%	-20%	-5%	
Topography	0%	0%	0%	0%	20%	
Location	0%	0%	-15%	-15%	-15%	
Zoning/Density	0%	0%	0%	0%	0%	
Utilities	0%	0%	0%	0%	0%	
Total Other Adjustments	-10%	-10%	-25%	-35%	0%	
<b>Value Indication for Subject</b>	<b>\$4.78</b>	<b>\$4.74</b>	<b>\$4.62</b>	<b>\$5.43</b>	<b>\$4.47</b>	
Absolute Adjustment	42%	13%	28%	35%	40%	
Compiled by CBRE						

Sale 1 included a former home that had reached the end of its economic life and was later demolished. We have therefore applied an upward conditions of sale adjustment for the added cost of demolition. Market conditions adjustments were applied to the comparables based on an estimated annual appreciation rate of 2% annually. The subject lacks direct street frontage inferior to the comparables and downward adjustments were given. In terms of location, Sales 3, 4 and 5 are deemed superior and downward adjustments were made.

## CONCLUSION

After adjustments, the comparables indicate a range in price of \$4.58 to \$5.43 per square foot with an average of \$4.81 per square foot. The subject is atypical in terms of size and lacks direct street frontage. A value near the low to middle end of the range is therefore deemed reasonable. The following table presents the valuation conclusion:

<b>CONCLUDED LAND VALUE</b>				
<b>\$ PSF</b>		<b>Subject SF</b>		<b>Total</b>
\$4.47	x	2,643	=	\$11,804
\$5.43	x	2,643	=	\$14,341
\$4.81		Average	=	\$12,705
<b>Indicated Value:</b>				<b>\$12,500</b>
		(Rounded \$ PSF)		\$4.73
Compiled by CBRE				

## Assumptions and Limiting Conditions

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



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

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

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

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

**ADDENDA**

**CBRE**

Addendum A

## **CLIENT CONTRACT INFORMATION**

**CBRE**

# Proposal and Contract for Services

February 23, 2021

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

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

**Jason Buckholz**  
Senior Appraiser

RE: Assignment Agreement  
Land  
Elko Land, APN: 001-013-018, Near the intersection of W. Sage St. & Sewell Dr.  
Elko, NV 89801

Dear Ms. Archuleta:

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

## PROPOSAL SPECIFICATIONS

<b>Purpose:</b>	To estimate the Market Value of the referenced real estate.
<b>Premise:</b>	As Is
<b>Rights Appraised:</b>	Fee Simple
<b>Intended Use:</b>	Internal Decision Making purposes
<b>Intended User:</b>	The intended user is CITY OF ELKO ("Client"), and such other parties and entities (if any) expressly recognized by CBRE as "Intended Users" (as further defined herein).
<b>Reliance:</b>	Reliance on any reports produced by CBRE under this Agreement is extended solely to parties and entities expressly acknowledged in a signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgement required by CBRE or hereunder have been satisfied. Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof (including Client if it is not named as an Intended User), whether as a result of its direct dissemination or by any other means, may not rely upon any opinions or conclusions contained in the report or such portions thereof, and CBRE will not be responsible for any unpermitted use of the report, its conclusions or contents or have any liability in connection therewith.

<b>Inspection:</b>	CBRE will conduct a physical inspection of the subject property and its surrounding environs on the effective date of appraisal.
<b>Valuation Approaches:</b>	All three traditional approaches to value will be considered.
<b>Report Type:</b>	Standard Appraisal Report
<b>Appraisal Standards:</b>	USPAP
<b>Appraisal Fee:</b>	\$1,500
<b>Expenses:</b>	Fee includes all associated expenses
<b>Retainer:</b>	A retainer is not required for this assignment
<b>Delivery Instructions:</b>	<p>CBRE encourages our clients to join in our environmental sustainability efforts by accepting an electronic copy of the report.</p> <p>An Adobe PDF file via email will be delivered to sarchuleta@elkocitynv.gov. The client has requested No (0) bound final copy (ies).</p>
<b>Delivery Schedule:</b>	
<b>Preliminary Value:</b>	Not Required
<b>Draft Report:</b>	Not Required
<b>Final Report:</b>	21 business days after the Start Date
<b>Start Date:</b>	The appraisal process will start upon receipt of your signed agreement, the retainer, and the property specific data.
<b>Acceptance Date:</b>	These specifications are subject to modification if this proposal is not accepted within 7 business days from the date of this letter.

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

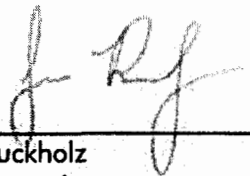
We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.

Sincerely,

**CBRE, Inc.**  
**Valuation & Advisory Services**

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



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Jason Buckholz  
Senior Appraiser  
NV Certified General Appraiser #A.0007369-CG  
Expires: June 30, 2021  
Phone: (775) 842-2530  
Email: jason.buckholz@cbre.com

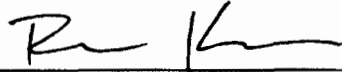


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Robert D. Hensley, MAI  
Managing Director  
NV Certified General Appraiser #A.0208085-CG  
Expires: January 31, 2022  
Phone: (415) 986-7395  
Email: Robert.Hensley@cbre.com

## AGREED AND ACCEPTED

FOR CITY OF ELKO ("CLIENT"):

	<u>2/23/21</u>
Signature	Date
<u>Reece Keener</u>	<u>Mayor</u>
Name	Title
<u>775.777.7126</u>	<u>cityclerk@elkocitynv.gov</u>
Phone Number	E-Mail Address

**ADDITIONAL OPTIONAL SERVICES**

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

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

  RK   Initial Here



## TERMS AND CONDITIONS

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

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

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

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

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

# Proposal and Contract for Services

## SPECIFIC PROPERTY DATA REQUEST

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

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

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

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

Addendum B

## **QUALIFICATIONS**

**CBRE**

# Jason Buckholz

Senior Appraiser, Reno, NV

CBRE



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

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

## Clients Represented

- Western Alliance Bank
- Nevada State Bank
- City National Bank
- Umpqua Bank
- Rabobank
- NorthMarq Capital
- PNC Bank
- Torrey Pines Bank
- BBVA Compass
- Cathay Bank
- Greater NV Credit Union
- Great Basin Credit Union
- LNR Partners
- CIII
- Bank of George
- ProLogis
- Cantor Commercial
- CBRE Capital Markets
- National Lending Institutions and Insurance Companies

## Experience

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

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

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

## Professional Affiliations / Accreditations

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

## Employment Experience

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



# APPRAISER CERTIFICATE

## STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That : JASON R BUCKHOLZ

Certificate Number: A.0007369-CG

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

Issue Date: July 5, 2019

Expire Date: June 30, 2021

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

FOR: CBRE  
6900 S MCCARRAN BLVD STE #3000  
RENO, NV 89509

REAL ESTATE DIVISION

SHARATH CHANDRA  
*Administrator*



# Tom Baroch, MAI

Medical Office & Healthcare | National Practice



Managing Director  
Mountain Northwest Region  
National Practice Leader

O +01 303.628.7474  
M +01 303.349.7474  
[tom.baroch@cbre.com](mailto:tom.baroch@cbre.com)

1225 17<sup>th</sup> Street | Suite 3200  
Denver, CO 80202

## Professional Background

Thomas D. Baroch, MAI, is the Managing Director of the CBRE Valuation & Advisory Services office in Denver, Colorado with oversight of Salt Lake City and St. George, Utah, Boise, Idaho, Albuquerque, NM and Las Vegas, NV. He is the National Practice Leader for the Medical Office Specialty portion of the Health Care Specialty Practice. Since 1986, his professional experience has been in the fee preparation of real estate appraisals, feasibility studies, rent analyses and market studies of a wide variety of property types including medical office/hospitals/healthcare facilities, general office, retail, industrial, multifamily, hotel/motel, resorts, net leased investments (including GSA leases), fractional interests, and various special purpose properties as well as both urban and rural lands. Mr. Baroch's experience includes the appraisal of properties in Arizona, Colorado, Utah and Wyoming as well as in Southern California, Iowa, Nebraska and New Mexico.

CBRE has a nationwide network of highly trained and experienced appraisers. There are 100+/- appraisers in the Mountain Northwest Region focused on a variety of specialties, including office, retail, industrial, multifamily, hotels, going concerns, senior housing, agriculture and right-of-way, among others. We provide local knowledge with national insights, a national database and knowledge of compliance and related issues. With regard to healthcare, we provide Stark Law Compliance FMV rent studies, appraisals of MOB's, hospitals, land and treatment facilities. We prepare detailed Feasibility Studies analyzing demographics, supply and demand factors and costs.

At CBRE, we are committed to quality, excellence and reliability. We utilized industry leading technology and the most comprehensive data in the industry. We take pride in providing superior service and exceptional outcomes for our clients!

## Industry Involvement

- Member of the Appraisal Institute: currently serve as a candidate advisor for aspiring MAI's
- Colorado Chapter of the Appraisal Institute – presenter for "Trends in Healthcare Real Estate" 09/13/2017 Breckenridge, CO
- Certified General Real Estate Appraiser in the states of Colorado, Wyoming, Utah, Nevada and New Mexico
- Accepted Expert Witness in Arapahoe County, City & County of Denver and Jefferson County District Courts (Colorado)

## Education

San Diego State University, B.S.

- Major: Biology

Appraisal Institute

- Member of the Appraisal Institute (MAI)
- Multiple Advanced Level Courses



# APPRAISER CERTIFICATE

## STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That : THOMAS D BAROCH

Certificate Number: A.0207981-CG

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

Issue Date: August 8, 2019

Expire Date: August 31, 2021

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

FOR: CBRE, INC  
1225 17TH STREET SUITE 3200  
DENVER, CO 80202

REAL ESTATE DIVISION

SHARATH CHANDRA  
*Administrator*



**AFFIDAVIT OF POSTING**

STATE OF NEVADA     )  
                                  )ss:  
COUNTY OF ELKO     )

**Kelly Wooldridge**, being first duly sworn, deposes and says:

That she is and was at the time of the posting hereinafter mentioned, a citizen of the United States, over the age of majority, and the duly appointed, qualified and Acting City Clerk of the City of Elko, County of Elko, State of Nevada; that on the **28<sup>th</sup> day of April, 2021**, Affiant posted at three (3) public bulletin boards in the City of Elko, a full, true and correct copy of the attached Resolution No. 15-21 entitled *Resolution Agreeing with the Appraiser's Value of the Property, Declaring Intention to Sell Land at Public Auction and Setting Date for Auction* and the attached *Notice of Adoption of City of Elko Resolution No. 15-21 and Time and place of City Council Meeting for Land Sale by Public Auction*.

**DATED** this 28<sup>th</sup> day of April, 2021.

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

**SIGNED** and **SWORN** to before me on this 28th day of April, 2021 by **Kelly Wooldridge**, Elko City Clerk.

\_\_\_\_\_  
**NOTARY PUBLIC**

**NOTICE OF ADOPTION OF CITY OF ELKO**  
**RESOLUTION NO. 15-21 AND TIME AND PLACE OF CITY COUNCIL**  
**MEETING FOR LAND SALE BY PUBLIC AUCTION**

Notice is hereby given that the Elko City Council intends to sell at public sale, by a public auction sale in the manner provided in the Elko City Code, Title 8, Chapter 1 as amended or supplemented, at its office in the City Hall on Tuesday, the 25<sup>th</sup> day of May, 2021, at 5:30 p.m., all the interest of said City in and to the property located in the City of Elko, State of Nevada, more particularly described as follows:

A.P.N. 001-013-018

A parcel of land located in the southeast quarter of the northeast quarter of Section 16, Township 34 North, Range 55 East, MDB&M, described as follows;  
Commencing at the intersection of Sewell Drive and Sage Street, as shown on the official map of Elko Heights Subdivision No. 2 Extension, file no. 17144;  
Thence, South 89°54'15" East, a distance of 119.44 feet;  
Thence, North 0°05'45" West, a distance of 107.98 feet, to corner no. 1, the true Point of Beginning;  
Thence, North 48°11'00" West, a distance of 61.45 feet, to corner no. 2;  
Thence, North 41°49'00" East, a distance of 50.00 feet, to corner no. 3;  
Thence, South 48°11'00" East, a distance of 33.75 feet, more or less to the easterly boundary of said Section 16, to corner no. 4;  
Thence, along said easterly boundary of said Section 16, South 0°03'00" West, a distance of 41.59 feet, to corner no. 5;  
Thence, South 41°49'00" West, a distance of 18.98 feet, to corner no. 1, the Point of Beginning.

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

The City has adopted Resolution No. 15-21 declaring its intention to sell the property at Public Auction. A copy of the resolution has been posted in the following three public places in Elko County:

1. Elko City Hall
2. Elko County Court House
3. Elko County Library

All bids must be in writing, sealed, addressed to the Elko City Council, and filed with the City Clerk at the City Office no later than 5:30 p.m. on the date of said sale, comply with the terms and conditions of this Notice, and comply with Title 8, Chapter 1 of the Elko City Code as amended or supplemented. The City has caused the property to

be appraised by one appraiser and has held a public hearing on the matter of the fair market value of the real property. The appraised value is \$12,500.00. The minimum price of real property proposed to be sold is \$12,500.00.

At the time and place fixed in the resolution for the meeting of the City Council, all sealed bids which have been received will, in public session, be opened, examined and declared by the City Council. Of the bids submitted which conform to all terms and conditions specified in the resolution and which are made by responsible bidders, the bid which is the highest will be finally accepted, unless a higher oral bid is accepted at the public sale in accordance with NRS 268.062(4) or the City Council rejects all bids in accordance with NRS 268.062(6).

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

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

The City Council may, either at the same session or at any adjourned session of the same meeting held within the twenty-one (21) days next following, if it deems the action to be for the best public interest, reject any and all bids, either written or oral, and withdraw the property from sale.

The successful bidder, upon acceptance by the City Council, shall pay the title insurance premium, recording fees, transfer tax, legal publication fees, the appraisal fee in the amount of ONE THOUSAND, FIVE HUNDRED DOLLARS (\$1,500.00), and all attorney fees for the preparation of the documents and other services related to this sale.

The City is selling all its interest in and to the parcel of land described for sale subject to the above-described conditions, exceptions and reservations, but makes no guarantee of title or of the accuracy of the description of said lands. If the buyer desires a title insurance policy, it shall be at the instance and expense of such buyer.

Completion of the sale by the City is expressly conditioned upon full performance by the buyer within sixty (60) calendar days after the acceptance of the bid, including full payment of the purchase price and all costs and expenses in cash or by cashier's check. If the successful bidder fails or neglects to complete the purchase of the property, to include the payment of all costs and expenses, within sixty (60) calendar days after the acceptance of the offer, the sale will be considered cancelled.

The City Council may, in its discretion, take into consideration, in addition to the

amount offered, that the highest bid must be made by a responsible person.

The City Council reserves the right to waive technical or minor variations, omissions or irregularities.

**DATED** this 28<sup>th</sup> day of April 2021.

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**KELLY WOOLDRIDGE, City Clerk**

Publish: Elko Daily Free Press – May 7<sup>th</sup>, 14<sup>th</sup>, and 21<sup>st</sup>, 2021

**CITY OF ELKO**  
**Resolution No. 15-21**

**RESOLUTION AGREEING WITH THE APPRAISER'S  
VALUE OF THE PROPERTY, DECLARING  
INTENTION TO SELL LAND AT PUBLIC AUCTION  
AND SETTING DATE FOR AUCTION**

**WHEREAS**, the City Council has determined to proceed with the process of selling approximately 2,643 square feet of City-owned land located approximately 170' northeast of the intersection of Sewell Drive and Sage Street, in the City of Elko, Elko County, Nevada (hereinafter the "Property") through the public auction process, as set forth in Elko City Code Title 8, Chapter 1.

**WHEREAS**, the property is legally described as:

A.P.N. 001-013-018

A parcel of land located in the southeast quarter of the northeast quarter of Section 16, Township 34 North, Range 55 East, MDB&M, described as follows;  
Commencing at the intersection of Sewell Drive and Sage Street, as shown on the official map of Elko Heights Subdivision No. 2 Extension, file no. 17144;  
Thence, South 89°54'15" East, a distance of 119.44 feet;  
Thence, North 0°05'45" West, a distance of 107.98 feet, to corner no. 1, the true Point of Beginning;  
Thence, North 48°11'00" West, a distance of 61.45 feet, to corner no. 2;  
Thence, North 41°49'00" East, a distance of 50.00 feet, to corner no. 3;  
Thence, South 48°11'00" East, a distance of 33.75 feet, more or less to the easterly boundary of said Section 16, to corner no. 4;  
Thence, along said easterly boundary of said Section 16, South 0°03'00" West, a distance of 41.59 feet, to corner no. 5;  
Thence, South 41°49'00" West, a distance of 18.98 feet, to corner no. 1, the Point of Beginning.

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

**WHEREAS**, the City has obtained one (1) appraisal of the property as follows:

An appraisal by CBRE, Inc. with an appraised value of \$12,500.00 as of April 1, 2021.

**WHEREAS**, the City Council held a public hearing on April 27, 2021 regarding the fair market value of the property and affirmed that the appraised value established by CBRE, Inc. of \$12,500.00 is the fair market value.

**WHEREAS**, the City cannot sell the property for less than the appraised value.

**WHEREAS**, the minimum price must be \$12,500.00, payable in cash or cashier's check at close of sale, which shall be within sixty (60) days of acceptance by the City Council of the highest bid.

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

**IT IS RESOLVED AND ORDERED THAT:**

1. It is in the best interest of the City that the City-owned real property consisting of a 2,643 square foot parcel of City owned land located approximately 170' northeast of the intersection of Sewell Drive and Sage Street, in the City of Elko, Elko County, Nevada and more particularly described as set forth above, shall be placed for public auction sale at the regularly held City Council Meeting on the 25<sup>th</sup> day of May, 2021 at 5:30 o'clock p.m. at the Elko City Hall, 1751 College Avenue, Elko, Nevada.

2. The minimum price must be \$12,500.00 payable in cash or cashier's check at close of sale which shall be within sixty (60) days of acceptance by the City Council of the highest bid. In addition, the successful bidder, upon acceptance by the City Council, shall pay the title insurance premium, recording fees, transfer tax, legal publication fees, the appraisal fee in the amount of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00), and all attorney fees for the preparation of the documents and other services of related to this sale.

3. All bids must be in writing, sealed, addressed to the Elko City Council, and filed with the City Clerk at the City Office no later than 5:30 p.m. on the date of said sale, comply with the terms and conditions of this Resolution, and comply with Title 8, Chapter 1 of the Elko City Code, as amended or supplemented

4. At the time and place fixed in this Resolution for the meeting of the City Council, all sealed bids which have been received will, in public session, be opened, examined and declared by the City Council. Of the proposals bids submitted which conform to all terms and conditions specified in the resolution and which are made by responsible bidders, the bid which is the highest will be finally accepted, unless a higher oral bid is accepted at the public sale in accordance with NRS 268.062(4) or the City Council rejects all bids in accordance with NRS 268.062(6).

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

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

7. The City Council may, either at the same session or at any adjourned session of the same meeting held within the twenty-one (21) days next following, if it deems the action to be for the best public interest, reject any and all bids, either written or oral, and withdraw the property from sale.

8. The City is selling all its interest in and to the parcel of land described for sale subject to the above-described conditions, exceptions and reservations, but makes no guarantee of title or of the accuracy of the description of said lands. If the buyer desires a title insurance policy, it shall be at the instance and expense of such buyer.

9. Completion of the sale by the City is expressly conditioned upon full performance by the buyer within sixty (60) calendar days after the acceptance of the bid, including full payment of the purchase price and all costs and expenses in cash or by cashier's check. If the successful buyer bidder fails or neglects to complete the purchase of the property, to include the payment of all costs and expenses, within sixty (60) calendar days after the acceptance of the offer, the sale will be considered cancelled.

10. The City Council may, in its discretion, take into consideration, in addition to the amount offered, that the highest bid must be made by a responsible person.

11. The City Council reserves the right to waive technical or minor variations, omissions or irregularities.

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

**PASSES AND ADOPTED** this 27<sup>th</sup> day of April 2021.

**END OF RESOLUTION AND ORDER.**

**DATED** this 27<sup>th</sup> day of April 2021.

**CITY OF ELKO**

**ATTEST:**

By: \_\_\_\_\_  
**REECE KEENER, Mayor**

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



**VOTE:**

**AYES:**

**NAYES:     None**

**ABSENT:    None**

**ABSTAIN:   None**

**Elko City Council  
Agenda Action Sheet**

1. Title: **Second reading, public hearing, and possible adoption of Ordinance No. 857, an ordinance amending Title 8, Chapter 21, Section 4 entitled "Sidewalk Maintenance, Reconstruction, and Repair", and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **April 27, 2021**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **5 Minutes**
5. Background Information: **The first reading of Ordinance No. 857 was conducted on April 13, 2021. MR**
6. Budget Information:  

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Ordinance No. 857**
9. Recommended Motion: **Approve second reading, public hearing, and adoption of Ordinance 857.**
10. Prepared by: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Dave Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution: **N/A**

## ORDINANCE 857

### **AN ORDINANCE AMENDING TITLE 8, CHAPTER 21, SECTION 4 OF THE ELKO CITY CODE, ENTITLED "SIDEWALK MAINTENANCE, RECONSTRUCTION, AND REPAIR" TO CLARIFY DECISION-MAKING AUTHORITY, REQUIRE COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND OTHER LAWS, AND OTHER MINOR CLARIFICATIONS**

**WHEREAS**, Title 8, Chapter 21 was last updated in 2019; and

**WHEREAS**, during this update, the City Council was given decision-making authority for the reconstruction and repair of sidewalks, curbs, and gutters; and

**WHEREAS**, it has since been determined that presenting all decisions on the reconstruction and repair of sidewalks, curbs, and gutters to the City Council has led to unreasonable delays in obtaining approvals for relatively minor projects, resulting in inconvenience and additional cost to the public.

**NOW THEREFORE, IT BE ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELKO, NEVADA.**

**Section 1: Title 8, Chapter 21, Section 4 of the Elko City Code is hereby amended to read as follows:**

**8-21-4: SIDEWALK MAINTENANCE, RECONSTRUCTION, AND REPAIR:**

- A. Responsibility of Property Owners: It is the responsibility of all property owners ~~in the City~~ to reasonably maintain any sidewalk constructed in a public right of way that abuts the owner's property ~~within the street lines established by the City~~. This Subsection A is not intended and shall not be relied upon to determine the standard of care in any civil action for negligence to include an action asserting negligence per se.
- B. Standards:
  1. Except as otherwise provided in the City Code or pursuant to authority granted by the City Code, all sidewalks shall be constructed of concrete with a minimum of four inches (4") in depth and with a width determined as follows:
    - a. Four feet (4') for sidewalks along all unclassified roadways or roadways classified as local residential in the City's Master Plan and along roadways determined by the City Development Department to be functionally equivalent to "local residential" as that term is used in the City's Master Plan; or
    - b. Five feet (5') in width for all other sidewalks, to include sidewalks along roadways classified as residential collector or higher in the City's Master Plan or along roadways determined by the City Development Department to be functionally equivalent to or higher than "residential collector" as that term is used in the City's Master Plan.
  2. ~~If an existing sidewalk on a City block was constructed in a manner consistent with the City Code then in effect, but the sidewalk is inconsistent with existing requirements pertaining to lines and grades, all subsequently constructed sidewalks for the remaining~~

~~properties in the same block shall be constructed such that uniformity of line and grade is maintained.~~

All sidewalks shall be constructed, maintained, reconstructed, and repaired in compliance with current City of Elko standards and federal and state laws, to include all applicable provisions of Title II of the Americans with Disabilities Act, Sections 504 and 795 of the Rehabilitation Act, and the Fair Housing Act.

C. Reconstruction and Repair:

1. The City ~~Development Manager Council~~ or her or his designee may require the reconstruction or repair of sidewalks under the following circumstances:
  - a. The reconstruction or repair of a sidewalk is required as a condition of approval for a division, merger, or change in the use of the abutting property, or;
  - b. The abutting property owner's actions resulted in damage to the sidewalk necessitating repair or reconstruction; provided the City Development Department may impose an assessment or other charge authorized by law on the abutting property owner for any reconstruction or repair of a sidewalk if the reconstruction or repair is performed by the City or its contractor in a public right-of-way at the direction of the City ~~Development Manager Council~~ or her or his designee, ~~or a sidewalk in the public right of way.~~
  - c. The abutting property owner abandons any existing curb cuts or driveway approaches.
2. Any sidewalk ordered repaired or reconstructed by the City ~~Development Manager Council~~ or her or his designee shall be repaired or reconstructed by the owner of the property which abuts upon the sidewalk. The property owner shall ~~complete the reconstruction or repair~~ cause the reconstruction or repair to be constructed by a properly licensed contractor, within a time period set by the ~~Council~~ City, not to exceed ninety (90) days. Notwithstanding any other provision in this Section, the City ~~Council shall not require the reconstruction or repair of a sidewalk outside of the construction season general recognized by the City for projects of a similar type and nature~~ may, at the request of the property owner and in the City's sole discretion, accept an appropriate bond for the needed repairs or reconstruction to allow for completion at a later date due to weather.

**Section 2:** All ordinances or parts of ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict

**Section 3:** If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, the invalidity, unenforceability or provision shall not affect any remaining provisions of this ordinance.

**Section 4:** Upon adoption, the City Clerk of the City of Elko is hereby directed to have this ordinance published by title only, together with the Councilman voting for or against its passage in a newspaper of general circulation within the time established by law, for at least one publication.

**Section 5:** This Ordinance shall be effective upon the publication mentioned in Section 4.

**PASSED AND ADOPTED** this 27th day of April, 2021 by the following vote of the Elko City Council.

AYES:

NAYS:

ABSENT:

ABSTAIN:

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

CITY OF ELKO

BY: \_\_\_\_\_  
REECE KEENER, Mayor

ATTEST:

\_\_\_\_\_  
KELLY WOOLDRIDGE, City Clerk