



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, August 25, 2020  
at 4:00 P.M.–7:00 P.M., P.D.T. utilizing **GoToMeeting.com**

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

GoToMeeting.com

**<https://global.gotomeeting.com/join/376076485>**

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

#### ELKO CITY HALL

1751 College Avenue, Elko, NV 89801

**Date/Time Posted: 8:30 a.m., P.D.T., Thursday, August 20, 2020**

**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/376076485>** You can also dial in using your phone at **+1 (571) 317-3122**. The Access Code for this meeting is **376-076-485**. 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:

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*Dated this 20<sup>th</sup> Day of August, 2020*

### NOTICE TO PERSONS WITH DISABILITIES

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify the City of Elko, City Manager's Office, 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.T., TUESDAY, AUGUST 25, 2020**  
**GoToMeeting.com**  
**<https://global.gotomeeting.com/join/376076485>**

**CALL TO ORDER**

*The Agenda for this meeting of the 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. Comments may be made through GoToMeeting.com, or by calling (775) 777-0590, or email comments to: [cityclerk@elkocitynv.gov](mailto:cityclerk@elkocitynv.gov). **ACTION WILL NOT BE TAKEN**

<b>APPROVAL OF MINUTES:</b>	<b>July 23, 2020</b>	<b>Special Session</b>
	<b>August 11, 2020</b>	<b>Regular Session</b>

**I. CONSENT AGENDA**

- A. Review, consideration, and possible approval of a Utility and Drainage Easement Deed and acceptance of the dedication of a public utility and drainage easement on a portion of an adjacent private property (001-610-047) associated with the development of the previously approved Mountain View Townhomes subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

The nearest connection point to the sewer within N. 5<sup>th</sup> Street is located just south of the Mountain View Townhome subdivision. To minimize the amount of disturbance to the asphalt, the utility plan for the subdivision was designed to run a portion of the sewer line through a small portion of the adjacent parcel to the south. Therefore, a public utility easement is required between the City of Elko and North Fifth Commercial Center, LLC, the owner of adjacent parcel. This easement will also accommodate for surface drainage moving from N. 5<sup>th</sup> Street through North Fifth Commercial Center, LLC's property, ultimately draining to Mountain City Park. MR

- B. Ratification of revision No. one (1) to Amendment No. one, (1) to the 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 revision no. 1 to amendment #1 will cover fees associated with Airport Improvement Project AIP 50 Pavement Preservation and Rehabilitation of Runway of Airfield Services. The FAA has approved this request. JF

## **II. APPROPRIATIONS**

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review and possible approval of Fiscal Year 2020 General Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review and possible approval of Print n' Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

## **III. RESOLUTIONS AND ORDINANCES**

- A. Review, consideration, and possible adoption of Resolution No. 21-20, a resolution of the Elko City Council finding it is in the best interests of the public of the City of Elko to sell a  $\pm$  2,800 sq. ft. portion of APN 001-01R-001 to Anthem Broadband of Nevada LLC for the purposes of economic development pursuant to NRS 268.063, and matters related thereto. **FOR POSSIBLE ACTION**

On April 28, 2020, the City Council approved a petition to sell approximately 2,800 sq. ft. of vacant property to Safelink Internet LLC for the construction of a communications building, subject to an appraisal. Since that meeting, Safelink Internet LLC has formed a new limited-liability company called "Anthem Broadband of Nevada LLC," with the desire to construct the communications building and use the site in providing high-speed Internet to businesses and residents of the City. The appraisal, in the amount of \$22,500.00, was accepted during the Public Hearings portion of this meeting. The adoption of Resolution 21-20 permits the sale of the property to Anthem Broadband of Nevada LLC for economic development purposes without offering the property to the public. CL

- B. Review, consideration, and possible approval of Resolution No. 22-20, a resolution providing for the transfer of appropriations between accounts within the City of Elko 2019/2020 Fiscal Budget pursuant to N.R.S. 354.598005, and matters related thereto. **FOR POSSIBLE ACTION**

This is the annual year-end housekeeping item to transfer funds between functions, and funds as required to fund all budgetary changes that occurred during the fiscal year. These are the final transfers for the June 30, 2020 Year. JB

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

- A. Review, consideration, and possible action to initiate an amendment to the City of Elko district boundaries, specifically a portion of APN 001-01R-001, approximately 2,800 sq. ft., removing the PQP-Public, Quasi-Public Zoning District and replacing with the LI- Light Industrial Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code Section 3-2-21 allows the City Council to initiate on its own motion a change to the district boundaries. The City of Elko owns the parcel and is proposing to sell the small portion of the parcel proposed in this zone amendment to Anthem Broadband of Nevada, LLC. This amendment, initiated by the City Council, if approved, will be heard as a public hearing by the Planning Commission. CL

- B. Review, consideration, and possible approval of the annual Rides and Rods Special Event Permit, Park Permit, Street Closure, and special event liquor license, and matters related thereto. **FOR POSSIBLE ACTION**

Rides and Rods is requesting to have the annual event in the City Park. They have included what measures they are taking related to COVID-19. At the time of the application, Elko County is in the “red zone” regarding COVID-19 and the Governor’s directive 027 does not allow bars that do not serve food and drinks cannot be served from a bar top, and caps the number of people at events at 50. KW

- C. Review, consideration, and possible approval of the Elko County “no-fair” special event permit and special event liquor license, and matters related thereto. **FOR POSSIBLE ACTION**

The Elko County Fair Board is requesting a special event liquor license for the “no fair event” to be held September 4–7<sup>th</sup> at the Elko County Fairground. At the time of application, Elko County remains in the “red zone” regarding COVID-19 and is under Governor’s directive 027 prohibiting bars that do not serve food to be open and prohibiting bar tops to be open. The “no fair” plans to have a food truck and bar service at the Cowboy bar. KW

- D. Review, consideration, and possible approval of the 2020 Gold Rush Challenge Bull Riding special event permit and special event liquor license, and matters related thereto. **FOR POSSIBLE ACTION**

Benavides Bucking Bulls, LLC is requesting a special event liquor license for the Bull Riding Event to be held September 12<sup>h</sup> at the Elko County Fairground. At the time of application Elko County remains in the “red zone” regarding COVID-19 and is under Governor’s directive 027 prohibiting bars that do not serve food to be

open and prohibiting bar tops to be open. The event plans to have Stockmen's Hotel and Casino operating food and beverage. KW

**V. 5:30 P.M. PUBLIC HEARINGS**

- A. Review of bids received and subsequent public auction for the sale of approximately 3,073 square feet of City owned property located generally northeast of the intersection of Sewell Drive and Sage Street, referred to as APN 001-013-018, and matters related thereto. **FOR POSSIBLE ACTION**

On July 28, 2020, City Council approved Resolution No. 14-20, which set forth the conditions of the public auction for the sale of City owned land. The minimum sale price must be \$14,500.00 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. A copy of Resolution No. 14-20 has been enclosed in the agenda packet for review. CL

- B. Review of bids received and subsequent public auction for the lease of approximately 8.69 acres of City owned property located generally north of West Idaho Street, referred to as APN 006-09G-027, and matters related thereto. **FOR POSSIBLE ACTION**

On July 28, 2020, City Council approved Resolution No. 15-20, which set forth the conditions of the public auction for the lease of City owned land. The minimum annual market rent must be \$19,000.00. A copy of Resolution No. 15-20 has been enclosed in the agenda packet for review. CL

- C. Review, consideration, and possible adoption of Resolution No. 17-20, a resolution of the Elko City Council, amending the Elko City Master Plan, specifically amending: 1) the Proposed Future Land Use Plan Atlas Map 8 on six parcels of land located on S. 5<sup>th</sup> Street generally between Carlin Court and S. 9<sup>th</sup> Street; 2) the Land Use Section to add RO (Residential Office) as a corresponding zoning under the Downtown Mixed-Use land use designation; and 3) the Proposed Future Land Use Plan Atlas Map 8 on one parcel located at the western terminus of Rocky Road, filed as Elko City Master Plan Amendment No. 2-20, and matters related thereto. **FOR POSSIBLE ACTION**

On August 4, 2020, the Planning Commission adopted its Resolution No. 2-20 to amend the Proposed Future Land Use Plan Atlas Map 8 and the RO (Residential Office) Land Use Section of the current Elko City Master Plan as outlined above. An amendment of this type requires positive action by both the Planning Commission and the City Council. If the City Council suggests any changes to the Master Plan amendment as adopted by the Planning Commission, the Master Plan must first go back to the Planning Commission for review and approval. MR

- D. Review, consideration, and possible action to adopt Resolution No. 18-20, a resolution of the Elko City Council, adopting a change in zoning district boundaries from AG (General Agriculture) to PQP (Public, Quasi-Public) Zoning District,

approximately 38.09 acres of property, filed by City of Elko, and processed as Rezone No. 2-20, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission considered the Subject Zone Change Request on August 4, 2020, and took action to forward a recommendation to City Council to adopt a resolution, which approves Rezone No. 2-20. CL

- E. Review, consideration, and possible action to adopt Resolution No. 19-20, a resolution and order vacating a portion of Fir Street Right-of-Way, consisting of an area approximately 1,500 sq. ft. abutting APN's 001-096-010 through 001-096-015, which is located within the City of Elko, Nevada, to the abutting property owner Real Estate Pro, LLC., filed and processed as Vacation No. 2-20, and matters related thereto. **FOR POSSIBLE ACTION**

Council accepted the petition to vacate this Right-of-Way at its regular meeting of July 14, 2020, and directed Staff to continue with the vacation process by referring the matter to the Planning Commission. The Planning Commission considered the vacation at its regular meeting of August 4, 2020, and took action to forward a recommendation to Council to adopt a resolution, which conditionally approves Vacation No. 2-20 with findings in support of its recommendation. CL

- F. Public hearing pursuant to NRS 268.059(1)(a) regarding the appraised fair market value and possible sale of approximately 2,800 sq. ft. of City-owned property located generally west of the terminus of Front Street and south of 5<sup>th</sup> Street, designated as a portion of APN 001-01R-001. Discussion and possible motion determining that the fair market value of the property is \$22,500 in accordance with the appraisal of Jason Buckholz of CRBE, Inc., appraiser, and matters related thereto. **FOR POSSIBLE ACTION**

City Council approved a petition to sell 2,800 sq. ft. to Safelink Internet LLC. at their April 28, 2020 meeting and directed Staff to proceed with the statutory process for selling the parcel pursuant to NRS 268.063. The company has since created a new LLC., Anthem Broadband of Nevada, LLC. Anthem Broadband now seeks to purchase the same property for the purpose of constructing a communications building as part of its plan to provide high-speed Internet to businesses and residents of the City. The City Council will consider the sale of this property to Anthem Broadband pursuant to the economic development exception later in this meeting. However, prior to invoking that exception, pursuant to NRS 268.059 and 268.063 the City Council must first hold a public hearing on the matter of the appraised fair market value of the real property. CL

- G. Review, consideration, and possible action to conditionally approve Tentative Map No. 5-20, filed by BDSA, LLC, for the development of a subdivision entitled Tower Hill Unit 4, involving the proposed division of approximately 8.601 acres of property into 5 lots for residential development within the R1 (Single-Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

The subject property is located northeast of Lamoille Highway and south of Stitzel Road (APN 001-929-125). The Planning Commission considered this item on August 4, 2020, and took action to forward a recommendation to conditionally approve Tentative Map 5-20. MR

## **VI. REPORTS**

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

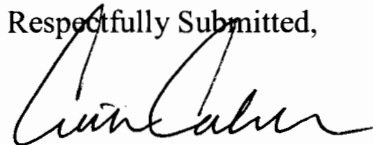
## **COMMENTS BY THE GENERAL PUBLIC**

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

## **ADJOURNMENT**

Respectfully Submitted,



Curtis Calder  
City Manager

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

SS     July 23, 2020

The City Council of the City of Elko, State of Nevada met for a special meeting beginning at 9:00 a.m., Tuesday, July 23, 2020. Due to the COVID-19 pandemic the meeting was held via GoTo Meeting.

This meeting was called to order by Mayor Pro Tempore Robert Schmidlein. He stated the agenda for this meeting has been posted for this date and time in accordance with State of Nevada Emergency Directive 006. The public can participate by phone, tablet, laptop, or computer by registering with the Goto Webinar link provided in the agenda. Questions can be sent to [cityclerk@elkocitynv.gov](mailto:cityclerk@elkocitynv.gov).

## **CALL TO ORDER**

## **ROLL CALL**

**Council Present:**     Councilwoman Mandy Simons  
                          Councilman Robert Schmidlein  
                          Councilman Chip Stone  
                          Councilman Bill Hance

**Mayor Absent:**       Reece Keener

**City Staff Present:**  Scott Wilkinson, Assistant City Manager  
                          Kelly Wooldridge, City Clerk  
                          Jan Baum, Financial Services Director  
                          Jason Pepper, Police Lieutenant  
                          Dave Stanton, City Attorney  
                          Diann Byington, Recording Secretary

## **PLEDGE OF ALLEGIANCE**

## **COMMENTS BY THE GENERAL PUBLIC**

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. Comments may be made through GoToWebinar.com or by emailing [kwooldridge@elkocitynv.gov](mailto:kwooldridge@elkocitynv.gov). **ACTION WILL NOT BE TAKEN**

*There were no public comments.*

## **I.     APPROPRIATIONS**



A. Review, consideration, and possible acceptance of Coronavirus Aid, Relief, and Economic Security Act (CARES) funding, and matters related thereto. **FOR POSSIBLE ACTION**

Scott Wilkinson, Assistant City Manager, explained all the information was included in the packet. He had legal review the information and he consulted with the Police Department. He had concerns with accepting the money. His biggest concern was with adhering to existing directives or future directives from the Governor's Office. The Police Department has some concern and some uncertainty with that. The City Attorney also noted some inconsistencies.

Dave Stanton, City Attorney, went over all the areas of the terms and conditions that he had issue with. The way the eligibility certification is written right now, he could not advise the City to enter into this contract. If the State was willing to work with us in correcting some of these drafting errors on the documents, he would be willing to change his position. There appears to be an issue with the State adding some requirements to the CARES Act Funding that the Federal Government did not intend and the State cannot be in conflict in the Federal requirements. He was also concerned with the City being required to enter into and abide by future amendments when the City doesn't know what those future amendments would be.

Mayor Pro Tem Schmidtlein asked if the State of Nevada will sign different agreements with each of the 17 separate counties. These documents are due back to the State within the next 48 hours. Will we be able to negotiate a contract within that time with the State?

Mr. Stanton said that certain State agencies are unwilling to change documents like this, and some agencies are willing. It will be difficult to do this in 48 hours and he wasn't sure if it was feasible.

Councilman Stone didn't know how the City could agree to this like it is. In order to proceed, there needs to be some negotiation. We don't know what is coming down the pipe and we can't accept this with no idea.

Councilwoman Simons noted that Washoe and Clark counties have received their funds. Did they agree to this document?

Mr. Stanton didn't know if it was the same document. They have received their funds through a different program or under a different provision of the CARES Act.

Councilman Stone asked if the Governor's office was willing to talk with us about the more extensive issues and if they are willing to adjust.

Scott Wilkinson, Assistant City Manager, answered they have not reached out to the Governor's office yet. Council can consider, if they want to move forward with an opportunity to accept the funding, a motion could be made to have staff draft up some proposed revisions and approach the Governor's office to see if that is possible. If the proposed revisions were to be rejected, if the Council still wanted to move forward with the funding, the motion can be made to have staff reach out and attempt to revise the document. There are other cities out there that are moving forward with accepting the funding but he wasn't sure if they have made any attempts to revise the documents.

Police Lt. Jason Pepper stated the Chief had prepared a statement for the meeting but could not attend. He read the statement:

*While I recognize the potential benefits and the need for the Cares Act Funding for the City of Elko, I have reservations and respect for the language provided in the eligibility certifications, as well as, the consequences of failing, specifically to having to repay this funding. I would direct your attention to item 8 and placing all funding contingent upon the City of Elko's adherence to the Governor's Emergency Directives. While it lists certain inclusions, it does not prohibit any future emergency directives. This would, in effect, lock us into enforcement without recourse no matter how egregious such directives might be. Their lax guidance as to what adherence might mean; if one person does not wear a mask, does that disqualify us? If business licenses are called into jeopardy, is there a timeframe by which they must be completed, or, will the City be considered not eligible or in violation of these terms? No matter the validity the directives from the Governor, they must compete with all other established laws in the State of Nevada and the City of Elko for the limited time available by officers. Summer is routinely the busiest time of the year for the Elko Police Department. Recent events have shown compliance is difficult to achieve once out of sight of an enforcement body, as is with all laws. While we have done our utmost to set the example, and have responded to complaints arising out of the multitude of directives issued by the Governor, complete and total adherence is unachievable. This is true with all laws that we enforce. Even if we were to focus only on enforcement of the directives, we cannot ensure complete compliance. We, thus far, have not been able to ensure that those that have tested positive for COVID-19 remain in quarantine. I ask the City Council to carefully weigh the potential benefits the likelihood we will actually see such benefits given to the City of Elko, the cost within the community and even attempting to realize the benefits. Respectfully, Ty Trouten, Police Chief*

Mayor Pro Tem Schmidlein respected the Chief's opinion on this but wondered if we needed to stand firm and not accept the money. It's hard to say what we want to do with this.

Mr. Wilkinson thought we needed to understand the risk with this. The risk that the City runs if we were to have to refund the funding, is minimal depending upon what we move forward with.

Jan Baum, Financial Services Director, explained that the spreadsheet presented shows the expenditures we have already incurred. Whether or not we get the funding, we have already spent these funds. She went over the items in the spreadsheet (included in packet).

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

Councilman Stone stated he supports Chief Trouten's statement and he doesn't want the City to be dictated to just because we might accept the money. It scares him.

Mr. Stanton thought it would make sense to reach out to the Governor's Office first to see if they are open to revisions. But what happens if the Governor's office says they are not willing to make any changes. Will the City want to move forward with the certification as written for the funding?

Councilwoman Simons stated she doesn't want the Federal Government giving money away to just anybody so she was glad there are provisions but the ones that deal with the future without knowing if what we will be asked to do in the future is even reasonable, those are hard for her.

She has no problem agreeing to certain terms. It seems that the line has been crossed and we are asked to agree to things that have not been spelled out. We need to know exactly what we are dealing with.

Mr. Stanton said we can tell the Governor's Office how we want to proceed and we can make the changes to the document but it has to be ratified subsequently by Council. If so, maybe we can move forward with this.

Councilwoman Simons noted the timeline is difficult to work with.

Mr. Stanton said a decision needs to be made on the certification as written if we are unable to work with the Governor's Office. Other Cities may be signing this just because of the timeline.

Mayor Pro Tem Schmidtlein thought the risk for the City of Elko for the amount of funds we are asking for, if we did not get the money we can cover the costs. The additional funding for the business people in the City, there are a lot of them that are hurting that would want to receive this funding. The City of Elko is being held accountable to potentially pay this back. We need to move forward on some sort of proposal.

Councilwoman Simons agreed that they needed to make the decision now. She doesn't want to deprive the community of the money.

**\*\* A motion was made by Mayor Pro Tem Schmidtlein, seconded by Councilwoman Simons, to direct staff to make revisions and submit them to the Governor's Office, and if they do not accept the revisions, to go ahead and accept the CARES Act funding from the State of Nevada as written.**

Mr. Stanton said he wanted direction as to what they should do if the Governor's Office agrees to work with us on the changes.

Councilwoman Simons answered then go forward with the changes you can get and we can ratify it.

Mr. Stanton said you would be directing the City Attorney to work with the Governor's Office to make revisions, and if the revisions are approved by the City Attorney, then direct that the revised document be executed and ratified by City Council at a later date.

Mayor Pro Tem Schmidtlein agreed to amend his motion with Mr. Stanton's recommendation. He added that if they do not accept the revisions then we accept it as written by the Governor's Office.

Councilwoman Simons stated her second stood.

Mayor Pro Tem Schmidtlein restated his motion: **Direct staff and the City Attorney to make the revisions and allow the City Attorney to make those revisions with the Governor's Office and act as an authority to develop a revised certification and other contract documents with then present them for signature and subsequent ratification by City Council. If they do not accept that, we will accept the CARES Act funding as written.**

Councilman Stone felt this puts the Police Chief in a difficult enforcement position.

Councilwoman Simons was very concerned with businesses closing their doors.

Councilman Hance didn't think many businesses would qualify for the grant money.

*The motion passed. (3-1 Councilman Stone was opposed.)*

- B. Review, consideration, and possible authorization for Staff to determine eligible expenses and purchases to be reimbursed or expended from Coronavirus Aid, Relief, and Economic Security Act (CARES) funding, and matters related thereto. **FOR POSSIBLE ACTION**

Mr. Wilkinson explained he was asking Council to consider authorizing staff to finalize the numbers to the state. The draft document was included in the packet. We have been looking at a bigger building for social distancing as things move forward. They are trying to get an answer if that is possible or not.

Ms. Baum noted we have gone over the expenditure list. These are for what we have already incurred. There are some purchases listed to assist with working remotely if needed.

Councilwoman Simons asked if we don't clear up if buying office space is qualified, can that be put into the second half of the funding?

Ms. Baum answered yes. The building has been put out there right now with the auditors and the Governor's office for opinions.

Mr. Wilkinson said, regarding the office space, we are waiting for an appraisal before it gets included in the allocations. This is really geared towards Finance to finalize the documents to be submitted to the State.

Mayor Pro Tem Schmidlein said he spoke with Senator Goigoechea and was told that the City of Fallon and Churchill County have been approved to build a new facility. They were able to tie it to the COVID virus. If we purchase a building we need to get very creative in how we write it up but it can be possible.

Councilman Hance thought that was a good option to look at. There is not enough room to have 6 feet of separation.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Hance, to authorize staff to determine eligible expenses and purchases to be reimbursed or expended from the CARES Funding.**

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

- C. Review, consideration, and possible allocation of Coronavirus Aid, Relief, and Economic Security Act (CARES) funding not utilized by the City of Elko to Elko County, and matters related thereto. **FOR POSSIBLE ACTION**

Mr. Wilkinson explained the City of Elko would not be able to justify expenditures of \$1.8 million. He and Jan Baum met with Cash Minor to see if the City can give the money to the County to be used as a Small Business Grant Program. The packet has some information about what would be funded and the size of the grants.

Cash Minor, Elko County, gave some information regarding the proposed grant program. They decided that they can run the grant program through NACO for a small fee. They are looking at what Clark County did for their grant program as a model for this program. They want to get the money out to businesses so they can survive and stay in the community. He will be letting NACO know they will be participating in the program tomorrow.

Mayor Pro Tem Schmidtlein asked if some of this money can be used for non-profits.

Mr. Minor answered they can but they are treated as a separate sub grant. There are more hoops to jump through to do that. He didn't feel there was enough time to get this set up for non-profits during the first half of the funding, but it should be in the second half.

Mr. Wilkinson said that the City Attorney stated we need an interlocal agreement for the grant program. He wasn't sure if there would be enough time to get the agreement back before Council.

Mr. Stanton wondered if the interlocal agreement could be done later on but before the funds are expended.

Mr. Minor answered they are looking at having the funds next week and sent out by September 1<sup>st</sup>. It's a tight timeline. He offered to work with City Staff on the agreement. He will work with the County funds and then later include the City funds when it becomes available.

Councilman Hance was concerned with some of the businesses that were ineligible for grant funds through the Clark County program. He didn't think we needed to exclude all of those types of businesses. A few of them he agreed with but the rest are struggling businesses too.

Councilman Stone wanted the little guys to be able to get the money instead of just the larger companies. He liked the amounts and how it was broken down.

Councilwoman Simons liked a system where the applications have a deadline and then a lottery if there is more money left over.

Mayor Pro Tem Schmidtlein agreed that we needed to look at the businesses that may be ineligible.

Councilwoman Simons said she was fine with the ineligible list.

Councilman Hance didn't want the convenience stores excluded. He questioned why we are excluding some of these businesses. If your business is hurting then you need the help too. He only agreed with the first two business listed, and the last two. All the rest should be eligible.

Mr. Minor said the Massage businesses that were supposed to be excluded in Clark County were adult oriented businesses.

Councilwoman Simons proposed we change item 7 to include the adult oriented businesses, including massage parlors, cannabis related businesses, and state and federal certified labor unions. The other Council members agreed with this.

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

**\*\* A motion was made by Councilman Hance to consider the possible allocation of the CARES Funding not utilized by the City of Elko to Elko County for the Business Grant Cares Grant Program, in the amounts specified in the draft attached with the caveat that Item No. 7 has the businesses adjusted as discussed.**

Mr. Stanton asked if there would be any reference to an interlocal agreement in the motion.

Councilman Hance added: **Subject to an interlocal agreement with Elko County.**

**Councilwoman Simons seconded the motion.**

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

#### **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. Comments may be made through GoToWebinar.com or by emailing [kwooldridge@elkocitynv.gov](mailto:kwooldridge@elkocitynv.gov). **ACTION WILL NOT BE TAKEN**

*There were no public comments.*

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

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Mayor Pro Tempore Robert Schmidtlein

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Kelly Wooldridge, City Clerk

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

SS      August 11, 2020

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, August 11, 2020. Due to the COVID-19 pandemic the meeting was held via GoTo Meeting.

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

## **CALL TO ORDER**

## **ROLL CALL**

**Mayor Present:**       Reece Keener

**Council Present:**    Councilwoman Mandy Simons  
                          Councilman Robert Schmidlein  
                          Councilman Chip Stone  
                          Councilman Bill Hance

**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  
                          Cathy Laughlin, City Planner  
                          Jim Foster, Airport Manager  
                          Michele Rambo, Development Manager  
                          Matt Griego, Fire Chief  
                          Jack Snyder, Deputy Fire Chief  
                          Dave Stanton, City Attorney  
                          Ty Trouten, Police Chief  
                          Susie Shurtz, Human Resources Manager  
                          James Wiley, Parks and Recreation Director  
                          Diann Byington, Recording Secretary

## **PLEDGE OF ALLEGIANCE**

## **COMMENTS BY THE GENERAL PUBLIC**

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda

and identified as an item for possible action. Comments may be made through GoToMeeting.com, or email comments to: [cityclerk@elkocitynv.gov](mailto:cityclerk@elkocitynv.gov) **ACTION WILL NOT BE TAKEN**

*There were no public comments.*

**APPROVAL OF MINUTES: July 28, 2020 Regular Session**

*The minutes were approved by general consent.*

## **I. PRESENTATIONS**

- A. Reading of a proclamation by the Mayor in recognition of suicide prevention efforts among Service Members, Veterans and their Families, and matters related thereto. **INFORMATION ONLY-NON ACTION ITEM**

Mayor Keener read the proclamation.

- B. Reading of a proclamation by the Mayor in recognition of American Wind Week (Renewable Energy) August 9-15, 2020, and matters related thereto. **INFORMATION ONLY-NON ACTION ITEM**

Mayor Keener read the proclamation.

## **II. CONSENT AGENDA**

- A. Discussion and possible authorization to request proposals from qualified individuals or firms to provide Golf Professional Services at Ruby View Golf Course, and matters related thereto. **FOR POSSIBLE ACTION**

Although the current Golf Professional Agreement between the City of Elko and Martin Creek Holdings, LLC was extended to December 31, 2021, the City recently received notice from the Golf Professional that he would be terminating the Agreement one (1) year early (December 31, 2020). A copy of the current agreement and previous RFP has been included in the agenda packet for review.  
CC

Councilman Schmidtlein thought that even though this was on the consent agenda, if someone wanted to make some changes they can say so. This was a boilerplate agreement so we can make changes if needed.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve the consent agenda.**

*The motion passed unanimously. (5-0)*

## **III. PERSONNEL**

- A. Review, discussion, and evaluation of City Manager's job performance for Fiscal Year 2019/2020, and matters related thereto. **FOR POSSIBLE ACTION**



Current City policy states that a performance appraisal shall be completed for Appointed Officials each year in July. For the years that are odd numbered, the appraisals are conducted by the City Council for the previous year. For the years that are even numbered, the evaluations are conducted by the City Manager. The exception to this would be the City Manager's appraisal, which is always conducted by the City Council each year in July. SS

Susie Shurtz, Human Resources Manager, explained in the packet was composite of the scoring from all of the City Councilmembers. Mr. Calder is at the top of the scale so there is no pay increase. She was just looking for approval of the scores and the evaluation in general.

All the Councilmembers spoke in favor of Mr. Calder and all the work he does for the City of Elko.

Curtis Calder, City Manager, thanked everyone for their feedback and for the opportunity. He also pointed out that he couldn't do this without his great City of Elko team.

**\*\* A motion was made by Councilman Schmidtlein, seconded by Councilwoman Simons, to approve the job performance for the City Manager for Fiscal Year 2019/2020.**

*The motion passed unanimously. (5-0)*

#### **IV. APPROPRIATIONS**

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

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the general warrants for FY 2020 and FY 2021.**

*The motion passed unanimously. (5-0)*

- B. Review and possible approval of Great Basin Engineering Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the Great Basin Engineering warrants for FY 2020 and FY 2021.**

*The motion passed. (4-0 Councilman Schmidtlein abstained.)*

- C. Review of the bids received and possible award of the bid for new scales for the City of Elko Landfill, and matters related thereto. **FOR POSSIBLE ACTION**

Bids were received until 3:00 p.m. local time on August 6, 2020. DS

Dennis Strickland, Public Works Director, explained the bid tabulation was in the packet. There were four bidders on the project. The low bidder was Michelli Weighing & Measurement. There

is a large disparity between the low bidder and the next lowest bidder. He doesn't see any reason not to award to Michelli. A representative from Michelli was online to answer any questions.

Greg Dicker, Account Manager Michelli Weighing & Measurement, gave a brief overview of the company and what they do.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to award the bid for the Landfill Scales to Michelli Weighing & Measurement in the amount of \$99,249.**

*The motion passed unanimously. (5-0)*

- D. Review, consideration, and possible authorization for Staff to solicit bids for the Elko City Swimming Pool Re-Plastering Project, and matters related thereto. **FOR POSSIBLE ACTION**

The Re-Plastering Project for the Elko City Pool is ready to go out to bid. Construction will begin once the Re-Roofing Project is completed in mid-November of 2020, and will be completed in mid-December of 2020. JW

James Wiley, Parks and Recreation Director, explained we are ready to solicit bids. This is a project that occurs every 7 or 8 years. We would like to start this project after the completion of the re-roofing project.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Hance, to authorize staff to solicit bids for the Elko City Swimming Pool Re-Plastering Project.**

*The motion passed unanimously. (5-0)*

## **V. SUBDIVISIONS**

- A. Review, consideration, and possible acceptance of Public Improvements for the Tower Hill Unit 2 Subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Council approved Final Map 14-18 on March 26, 2019. A Performance and Maintenance Agreement was entered into on that same day.

The Developer has completed the Public Improvements in accordance with the approved plans. The City is in receipt of the required Certification of the project by the Engineer of Record. Upon acceptance of the Public Improvements by the Council, the Developer is required to provide maintenance security in the amount of \$93,105.60, for a 12-month maintenance period, which has already been received. MR

Michele Rambo, Development Manager, explained the public improvements have been completed and inspected by staff. They meet our satisfaction.

Mayor Keener asked for public comment without a response.

**\*\* A motion was made by Councilman Schmidlein, seconded by Councilman Hance, to accept the public improvements for the Tower Hill Unit 2 subdivision.**

*The motion passed unanimously. (5-0)*

## **VI. NEW BUSINESS**

- A. Review, consideration, and possible approval of Revocable Permit No. 3-20, filed by Patray Assets LLP., to occupy approximately 54 square feet of the Commercial Street Right-of-Way adjacent to their parcel located at 524 Commercial Street to accommodate a handicap ramp, and matters related thereto. **FOR POSSIBLE ACTION**

The applicant recently built the handicap ramp and was notified by the City of Elko that the ramp is within the Right-of-Way. CL

Cathy Laughlin, City Planner, explained we don't allow people to build anything in the right-of-way without getting permission first. There is a standard license agreement that has been reviewed by legal counsel. The applicant will still need to get permitting for the handicapped ramp they have already built.

Mayor Keener called for public comment without a response.

**\*\* A motion was made by Councilman Hance, seconded by Councilwoman Simons, to approve Revocable Permit No. 3-20 subject to the execution of a standard License Agreement between the applicant and the City of Elko.**

*The motion passed unanimously. (5-0)*

- B. Review, consideration, and possible approval of an amendment to the Exclusive Franchise Agreement between the City of Elko and Elko Sanitation Company dated June 11, 2012, as amended, for sanitation service in the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

Elko Sanitation Company currently provides sanitation service in the City of Elko pursuant to an agreement dated June 11, 2012, as amended. Elko Sanitation is requesting that the rate schedule be amended pursuant to Section 15.01 (CPI Based Change) of the agreement. The request is to be made in writing. Such request is to be accompanied by statement from an independent certified public account that the contractor's cost of doing business has increased at a rate at least equal to the increase in CPI. The fees or compensation may be increased every two (2) years at an amount equal to the net percentage change in the CPI less one percent. SAW

Scott Wilkinson, Assistant City Manager, explained in the packet was a letter requesting a rate increase from Elko Sanitation. They requested a rate increase of 4.5%. A representative was on the phone to answer questions.

Jared Martin, Elko Sanitation, said per the franchise agreement, they are eligible for a rate increase every 2 years. He included the audit from Glennon & Sandoval showing the rate of increase of their cost of services. The rate increase is about \$0.82 a month per customer.

Councilman Schmidlein wondered if the rate increases could go to every four years rather than two years.

Mr. Martin thought that was possible and offered to consider it when the new contract is negotiated. This contract expires in 2022.

Mr. Wilkinson noted the amendment effective date would be October 1<sup>st</sup>.

Mayor Keener said Elko Sanitation has been a great provider to the City of Elko. He gets very few complaints about them. Keep up the good work. He called for public comment without a response.

**\*\* A motion was made by Councilman Stone, seconded by Councilwoman Simons, to approve the Amendment to the Exclusive Franchise Agreement between the City of Elko and Elko Sanitation Company dated June 11, 2012, as amended, effective October 1, 2020.**

*The motion passed unanimously. (5-0)*

- C. Review, consideration, and possible approval of a Non-Exclusive Franchise Agreement between the City of Elko and Anthem Broadband of Nevada, LLC., for Data Communications Over, Under, In, Along and Across Public Roads in the City of Elko, and matters related thereto. **FOR POSSIBLE ACTION**

The proposed term of the agreement is ten (10) years and provides for a five (5) year renewal provided the terms and conditions remain the same. The proposed franchise fee is five (5) percent of the gross revenues actually collected from customers located within the corporate limits of the City. SAW

Mr. Wilkinson explained the packet contained the proposed draft agreement. He asked Council to note some changes to the draft if they choose to approve it. This agreement has not been reviewed by our legal or Anthem Broadband's legal but he did not anticipate any major changes to it. This is the same agreement approved for Safelink.

Dave Stanton, City Attorney, asked that Council also specifically state the correct name of Anthem Broadband of Nevada, LLC.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Hance, to approve a Non-Exclusive Franchise Agreement between the City of Elko and Anthem Broadband of Nevada, LLC for Data Communications Over, Under, In, Along and Across Public Roads in the City of Elko, and reference that the name is accurate in the document as Anthem Broadband of Nevada, LLC, and reference the correct address of the Reno office. Page 2 also has a typo in the title and should read Between The City of Elko And Anthem Broadband of Nevada, LLC.**

*The motion passed unanimously. (5-0)*

Jason Herr, Anthem Broadband of Nevada, stated they are excited to get this going.

## VII. REPORTS

### A. Mayor and City Council

*Mayor Keener said the mining communities in Nevada are being knocked by some of the bills being looked at in the Special Legislative Session. He had the opportunity to meet with the Barrick Director of Legislative Affairs. He read an email from Meachell Walsh that lives in the area of Angel Park regarding a lot that is for sale behind Aaron's (Exhibit "A"). He brought the email to the attention of both Police and Fire. Police said they would be willing to go there and investigate if they get a report of homeless camping.*

*Councilwoman Simons said there was an Arts and Culture meeting and they will be moving forward with the Mayor's Arts Awards this year.*

### B. City Manager

*Curtis Calder stated he placed letters regarding the Goldie's license revocation hearing in their boxes. The date of the appeal hearing is August 25<sup>th</sup>. They are still working out the logistics on the meeting but he believes they will have to start the hearing at 3:00 pm.*

### C. Assistant City Manager

### D. Utilities Director

### E. Public Works

*Dennis Strickland reported the Micro Slurry project is underway. It will continue through next Tuesday. There have been a few issues with abandoned unlicensed vehicles left on the street but they have been removed. They had a small change order on the Cedar Street Reconstruction Project on Country Club across from the Skate Park. They have discovered some unsuitable soils but he thinks they have found a solution.*

*Mayor Keener asked about the damage to the scraper unit.*

*Mr. Strickland said they are still looking into it. The scraper runs and the can goes up and down. The damage looks minimal when you look at the machine. We are still estimating but it will be around \$100,000 or maybe a bit more. They are working on some protocols that will hopefully prevent something like this happening again.*

### F. Airport Manager

*Jim Foster reported SkyWest is back to their normal flight schedule. It started on August 1<sup>st</sup>.*

### G. City Attorney

### H. Fire Chief

*Mayor Keener asked Chief Griego to do a PSA regarding how dry it is and some fire safety tips.*

*Chief Griego said the crews have been very active, both in town and in the County. Ryndon has had a number of fires this year already. The area is very dry and it doesn't take much to ignite a fire. The fire in the area of Angel Park was due to a homeless campfire.*

*Councilman Stone asked how they like the new radios.*

*Chief Griego said the radios are in service. They are still tweaking some of the radios. The repeater that was put in last year is working now too. The next stage of the project is the microwave link. Once that goes in then the radios will be fully operational.*

*Mayor Keener said he got to check out one of the radios this morning at the Police Department meeting.*

I. Police Chief

*Chief Trouten reported their radios are deployed and working well. They had their first OHV event this last weekend. It went well. They have had some success with arrests for some of the recent outstanding cases.*

*Mayor Keener wanted to remind everyone to keep their vehicles and homes locked.*

*Chief Trouten added that they recommend to businesses to have alarm systems and surveillance systems.*

J. City Clerk

K. City Planner

*Cathy Laughlin reported she will have 9 to 11 items on the next agenda from the Planning Department.*

L. Development Manager

*Michele Rambo stated she will have a few items on the next agenda too.*

M. Financial Services Director - CARES Act Funding

*Jam Baum reported the COVID CARES Funding package, along with our expenditure plan, was emailed and a hard copy was sent on July 29<sup>th</sup> to the Governor's Finance Office. They have verification that the hard copy was received by the State on July 31<sup>st</sup>. She got an email yesterday (August 10) that the package was accepted. They indicated that we would receive the funds within 5 days of August 10. They also stated that they would not accept any changes to the Agreement. She and Dave have been working on the Interlocal Agreement with the County. We will not spend any additional funds until we receive the funds from the State of Nevada. The County is still working on the grant program that will be administered through NACO.*

*Mayor Keener asked if she has received any comments on the City receiving the funds.*

*Ms. Baum said she hasn't received any.*

*Mr. Calder said we will have to pay close attention to the Governor's Directives and do the best we can to enforce them.*

*Mayor Keener asked Mr. Calder if he has met with OSHA.*

*Mr. Calder said he got a message from them and they have been playing phone tag most of the day. He wasn't sure what they will be doing but they were letting the City know they are in town and looking at businesses. We are in the Red Zone and that will put a damper on the events we usually have in the Fall.*

*Councilman Stone said OSHA came into one of his businesses today. They were looking for masks and were handing out materials. They were non-threatening when they came in. They are looking at what is happening rather than handing out punishments. They were very accommodating.*

N. Parks and Recreation Director

O. Civil Engineer

P. Building Official

**COMMENTS BY THE GENERAL PUBLIC**

Pursuant to N.R.S. 241, this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. Comments may be made through GoToMeeting.com, or email comments to: [cityclerk@elkocitynv.gov](mailto:cityclerk@elkocitynv.gov). **ACTION WILL NOT BE TAKEN**

*There were no public comments.*

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

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**Mayor Reece Keener**

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**Kelly Wooldridge, City Clerk**

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Utility and Drainage Easement Deed and acceptance of the dedication of a public utility and drainage easement on a portion of an adjacent private property (001-610-047) associated with the development of the previously-approved Mountain View Townhomes subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 25, 2020**
3. Agenda Category: **CONSENT AGENDA**
4. Time Required: **10 Minutes**
5. Background Information: **The nearest connection point to the sewer within N. 5<sup>th</sup> Street is located just south of the Mountain View Townhome subdivision. To minimize the amount of disturbance to the asphalt, the utility plan for the subdivision was designed to run a portion of the sewer line through a small portion of the adjacent parcel to the south. Therefore, a public utility easement is required between the City of Elko and North Fifth Commercial Center, LLC, the owner of adjacent parcel. This easement will also accommodate for surface drainage moving from N. 5<sup>th</sup> Street through North Fifth Commercial Center, LLC's property, ultimately draining to Mountain City Park. 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: **Proposed Easement Deed, Display Map, and Legal Description**
9. Recommended Motion: **Approve the enclosed Utility and Drainage Easement Deed and accept the offer of dedication of a public utility and drainage easement on a portion of Parcel 001-610-047 as presented.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **David Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution: **Koinonia Development, LP  
207 Brookwood Drive  
Elko, NV 89801  
[elkoluke@gmail.com](mailto:elkoluke@gmail.com)**  
**High Desert Engineering, LLC  
640 Idaho Street  
Elko, NV 89801  
[tcballew@frontiernet.net](mailto:tcballew@frontiernet.net)**



APN: 001-610-047 (Portion)

After Recording, Return To:

The City of Elko, Nevada

\_\_\_\_\_  
\_\_\_\_\_

**UTILITY AND DRAINAGE EASEMENT DEED**

**THIS INDENTURE**, made on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between NORTH FIFTH COMMERCIAL CENTER, LLC, a Nevada Limited Liability Company, Grantor; and THE CITY OF ELKO, NEVADA, a political subdivision of the State of Nevada, Grantee; THE CITY OF ELKO, NEVADA hereby accepts the dedication described herein.

**WITNESSETH:**

That the Grantor, for good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant unto the Grantee an easement for installation and maintenance of drainage and utility improvements. The easement granted hereby shall be designated as a Utility and Drainage Easement. The purpose of this easement shall be to allow Grantee, or persons authorized by Grantee, to construct, reconstruct, repair, operate and maintain upon and through the herein described easement, any and all storm drain or other drainage improvements, and utilities as shall be necessary and appropriate, and further grants to the Grantee the right to license, permit or otherwise agree to the construction and maintenance of such drainage improvements and utilities thereon. Grantor, and successors and assigns of Grantor, shall not have any duty, obligation or expense associated with the installation, construction, reconstruction or maintenance of any of the improvements authorized hereby.

This Easement is perpetual, so long as said Easement is being actually used for the purposes above-described, and the Easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the Grantee.

The easement granted shall affect the following piece or parcel of land located in the City of Elko, State of Nevada and described as follows:

See Exhibits "A" and "B" attached hereto and incorporated herein by this reference.

RESERVING unto Grantors, their successors and assigns the right to concurrently use such portions of the easement, in a manner not inconsistent with, and which shall not interfere with the easement granted.

FURTHER RESERVING TO Grantees, their successors and assigns, all reversionary interest in and to the easement hereby conveyed.

**TO HAVE AND TO HOLD** unto the said Grantee, its successors and assigns forever, as limited in scope and purpose described herein.

NORTH FIFTH COMMERCIAL CENTER, LLC,  
a Nevada Limited Liability Company

By \_\_\_\_\_  
MARY WRIGHT, Managing Member

By \_\_\_\_\_  
DENNIS W. PARKER, Managing Member

STATE OF NEVADA       )  
                                  ) SS.  
COUNTY OF ELKO       )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, a Notary Public, MARY WRIGHT, known or proved to me to be said person, who acknowledged that she executed the foregoing instrument in her capacity as Managing Member for NORTH FIFTH COMMERCIAL CENTER, LLC, a Nevada Limited Liability Company.

\_\_\_\_\_  
NOTARY PUBLIC  
Commission Expires \_\_\_\_\_

STATE OF NEVADA       )  
                                  ) SS.  
COUNTY OF ELKO       )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, a Notary Public, DENNIS W. PARKER, known or proved to me to be said person, who acknowledged that he executed the foregoing instrument in his capacity as Managing Member for NORTH FIFTH COMMERCIAL CENTER, LLC, a Nevada Limited Liability Company.

\_\_\_\_\_  
NOTARY PUBLIC  
Commission Expires \_\_\_\_\_

ACKNOWLEDGMENT OF ACCEPTANCE OF EASEMENT

COMES NOW, the CITY OF ELKO, NEVADA, and hereby accepts the easement described hereinabove for Public Use as described herein.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

THE CITY OF ELKO, NEVADA

By \_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF NEVADA        )  
                                  ) SS.  
COUNTY OF ELKO        )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, a Notary Public, \_\_\_\_\_, known or proved to me to be said person, who acknowledged that (s)he executed the foregoing instrument in his/her capacity as Authorized Agent for THE CITY OF ELKO, NEVADA, a political subdivision of the State of Nevada.

\_\_\_\_\_  
NOTARY PUBLIC  
Commission Expires \_\_\_\_\_

## EXHIBIT "A"

### Public Utility and Drainage Easement

**North Fifth Commercial Center, LLC**

**to**

**City of Elko, Nevada**

August 11, 2020

A public utility and drainage easement located within Section 9, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Elko County, Nevada, more particularly described as follows:

Commencing at the most northerly corner of Parcel 1-A as shown on the Parcel Map for Elko Athletic Club Associates filed in the office of the Elko County Recorder, Elko, Nevada, as document number 320324, being Corner No. 1, the True Point of Beginning;

thence South 57°50'50" East, along the northeasterly boundary of said Parcel 1-A, a distance of 15.00 feet to Corner No. 2;

thence South 32°09'10" West, a distance of 106.00 feet to Corner No. 3;

thence North 57°50'50" West, a distance of 15.00 feet to Corner No. 4, being a point on the northwesterly boundary of said Parcel 1-A;

thence North 32°09'10" East, along the northwesterly boundary of said Parcel 1-A, a distance of 106.00 feet to Corner No. 1, the Point of Beginning.

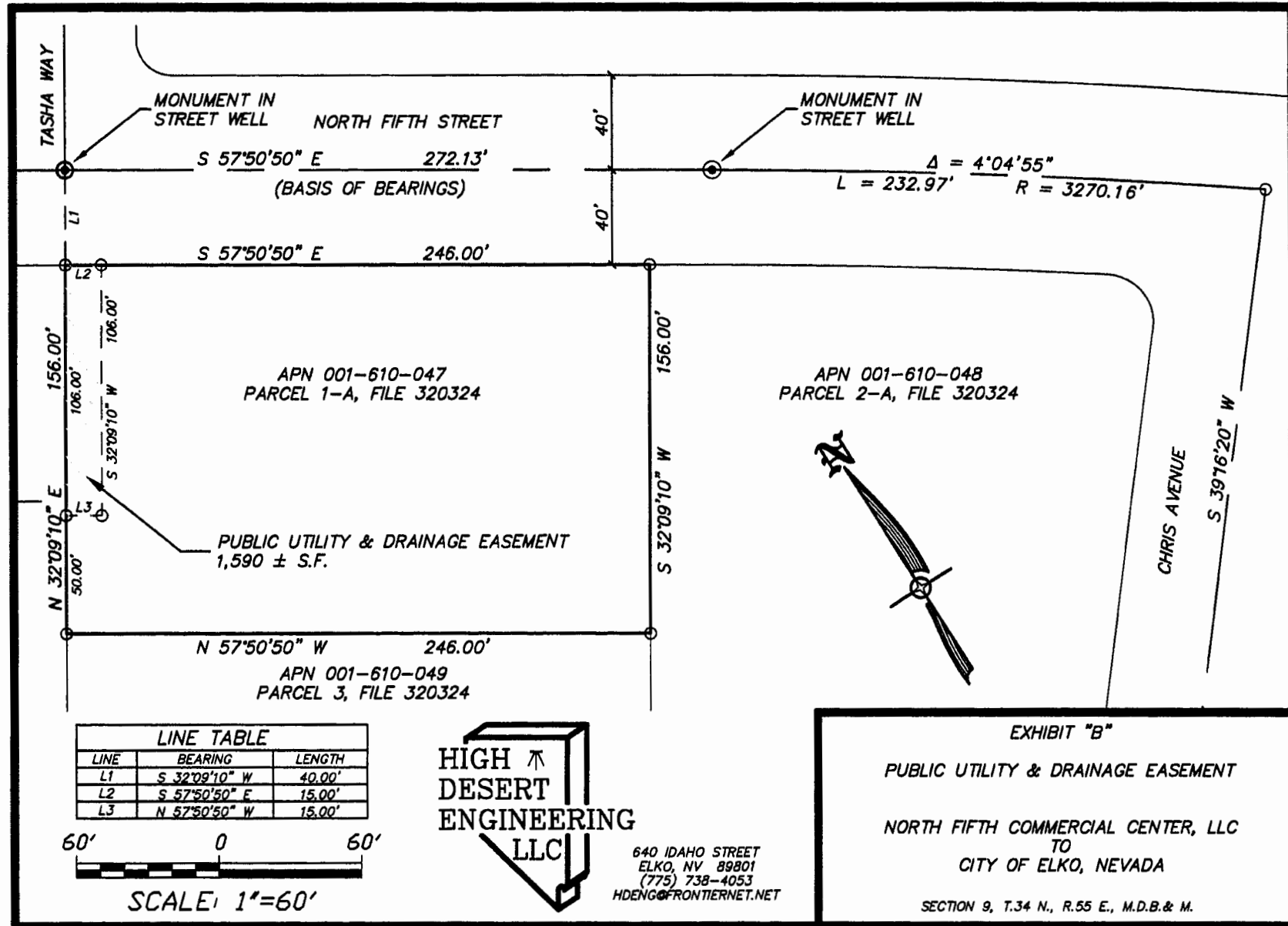
Said access easement contains an area of 1,590 square feet, more or less.

Reference is hereby made to Exhibit "B", Public Utility & Drainage Easement, North Fifth Commercial Center, LLC, to City of Elko, Nevada, Section 9, T. 34 N., R. 55 E., M.D.B. & M., attached hereto and made a part hereof.



HIGH DESERT Engineering, LLC  
Thomas C. Ballew  
Nevada P.L.S. 5072

640 Idaho Street  
Elko, NV 89801  
(775) 738-4053



**Elko City Council  
Agenda Action Sheet**

1. Title: **Ratification of revision No. one (1) to Amendment No. one, (1) to the contract dated February 26, 2019 between Jviation, Inc., and the City of Elko, Nevada, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 25, 2020**
3. Agenda Category: **CONSENT**
4. Time Required: **5 Minutes**
5. Background Information: **This item is to amend the current contract between the City of Elko and Jviation, Inc. Jviation Contract Revision No. one (1) to Amendment No. one (1) will cover fees associated with Airport Improvement Project AIP 50 Pavement Preservation and Rehabilitation of Runway of Airfield Services. The FAA has approved this request. JF**
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: **Revision No. one (1) to Amendment No. one (1) to Jviation's Contract with The City of Elko, and supporting documents.**
9. Recommended Motion: **Move to accept Revision No. one (1) to Amendment number one (1) to the contract between Jviation and The City of Elko, Nevada.**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution: **Kirk.Nielsen@jviation.com  
35 South 400 West, Suite 200  
St. George, UT 84770  
Office 435.673.4677  
Fax 435.673.8484  
www.jviation.com**

**REVISION NO. ONE (1) TO  
AMENDMENT NO. ONE (1) TO CONTRACT  
DATED FEBRUARY 26, 2019  
BETWEEN  
AVIATION, INC.  
AND  
THE CITY OF ELKO, NEVADA**

The Sponsor and the Engineer agree to amend their contract for improvements to the City of Elko, Nevada to include fees for engineering services. The improvement Item No. 1 is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

- Pavement Maintenance

The Sponsor agrees to pay the Engineer for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the AIP development schedule.

**PART A - BASIC SERVICES**

**DESIGN**

Preliminary Design ..... Lump sum of \$19,752.00  
Design..... Lump sum of \$38,273.00

**BIDDING**

Bidding..... Lump sum of \$20,682.00

**TOTAL BASIC SERVICES ..... Lump sum of \$78,707.00**

Method of payment shall be as follows:

Interim payments based on work performed by the Engineer and detailed in a report submitted to the Sponsor with the request for payment. A retainer of ten percent of the total contract amount to be paid upon Notice to Proceed for construction, or, in the event the Sponsor does not elect to proceed with construction, the remaining ten percent to be paid upon receipt of request for payment from the Engineer.

**PART B - SPECIAL SERVICES (SOILS AND PAVEMENT INVESTIGATIONS/TOPOGRAPHIC SURVEYS/HYDROLOGIC STUDIES/CONSTRUCTION ADMINISTRATION AND FIELD ENGINEERING)**

The maximum estimated SPECIAL SERVICES engineering is as follows:

**ACCEPTANCE TESTING (FOR CONSTRUCTION)**

**Acceptance Testing .....Time and Materials of \$10,282.50**

**TOTAL SUBCONSULTANT SERVICES.....Lump sum of \$10,282.50**

If work is abandoned, or terminated, after obtaining approval by the Sponsor and the FAA of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump



sum as listed under PART A, and 100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under PART B.

CONSTRUCTION ADMINISTRATION AND FIELD ENGINEERING

The estimated maximum for CONSTRUCTION ADMINISTRATION and FIELD ENGINEERING is:

Construction Administration ..... Lump Sum of \$19,082.00  
Pre-Construction Coordination ..... Lump Sum of \$10,472.00  
Construction Coordination ..... Cost Plus a Fixed Fee of \$62,540.64  
Post Construction ..... Lump Sum of \$17,832.00  
**Construction Coordination (Liquidated Damages – 4 days).. Time and Materials of \$4,500.70**

REIMBURSABLE COSTS

**Reimbursable Costs During Construction Coordination ..... \$14,640.92**  
**TOTAL CONSTRUCTION SERVICES ..... \$129,068.26**  
**TOTAL SPECIAL SERVICES ..... \$139,350.76**  
**TOTAL ..... \$218,057.76**

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The final ten percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible Record Drawings have been submitted to the Sponsor and when the revised Airport Layout Plan has been approved by the FAA or when the construction work has terminated. The Record Drawings and Construction Report shall be submitted within a period of 90 days from end of construction period. This Amendment shall be considered concurrent with completion of audit.

**PART C – ADDITIONAL PROVISIONS**

**NEVADA LAW NRS 332.065 – NO BOYCOTT OF ISRAEL**

As required by NRS § 332.065, Engineer certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Agreement.

[Signature Page Follows]

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

SPONSOR:

The City of Elko, Nevada

ATTEST:

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


\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ENGINEER:

Jviation, Inc.

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

Name: Kirk Nielsen, PE

Title: Office Manager

July 20, 2020

Mr. Jim Foster  
Airport Director  
Elko Regional Airport  
975 Terminal Road  
Elko, NV 89801

Subject: Contract Amendment #1 - AIP Project No. 3-32-0005-050-2019

Dear Mr. Foster,

In the scoping phase of the pavement preservation project (AIP-50), Jviation's consulting fees were determined for the design and construction management services, Part A and Part B respectively. As is typical and required, quality acceptance (QA) testing fees were included with the construction management services and were estimated before the AIP-50 design was completed. Jviation anticipated QA testing fees would be minimal due to the amount of asphalt estimated to be replaced in AIP-50.

Once the AIP-50 projects documents (i.e., plan sheets, contract documents, quantities, etc.) were finalized and ready to advertise, Jviation solicited quotes for the QA testing services; these quotes exceeded the original estimate. During this process, we found only one qualified testing firm in the Elko area was able to provide asphalt testing services. In order to pay for these unanticipated costs, Jviation was hoping to shift the various contract amounts to absorb these additional QA testing costs while keeping the contract amount the same (\$199,824.64). One of the contract amounts Jviation anticipated to underrun was the on-site "construction coordination" (Part B). We discussed this contract amount shift with the airport and the FAA Phoenix Airports District Office (ADO) before construction commenced. Per our conversation notes, this concept was generally supported. As Jviation prepares to administratively close AIP-50 the existing "construction coordination" amount does not cover the QA testing overrun, thus making the shift concept moot. The initial QA testing was estimated at \$2,500 and the final contract amount is \$10,282.50, a difference of \$7,782.50.

The agreed upon sponsor/Jviation AIP-50 Scope of Work dated March 22, 2019 included 33 working days to complete the construction (Section 7.0 On-Site Construction Coordination). 13 weather days, which Jviation supports and will be included in Change Order No. Two, were encountered during the project thus increasing Jviation's inspection services time to 46 working days. Since the project was not completed in one construction season (fall of 2019), Jviation also incurred unanticipated "Reimbursable Costs During Construction Coordination" (i.e., travel costs, lodging, per diem, etc.). Along with the 13 weather day inspection services costs, these "reimbursable" costs are not included in the existing AIP-50 consultant fee amount.

The total calendar days the contractor needed to complete the project was 50, thus four days of liquidated damages have been accessed and administered accordingly (i.e., \$4,500.70 deducted from the amount due the contractor; same amount will be included in a future Jviation invoice); administratively this is allowable per the AIP-50 Contract Documents. The referenced 13 weather days inspection services and stated "reimbursable" expenses amount to \$5,949.92 of additional direct costs.

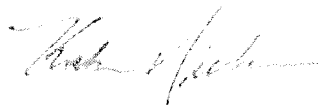
Main 801.924.5800  
Fax 801.924.5801

405 South Main Street | Suite 950 | Salt Lake City, UT | 84111

In summary, Jviation is requesting an AIP-50 contract amendment for two items. First, to amend the Part B services for \$18,233.12, of which \$7,782.50 will be to reimburse Jviation for the QA testing services (Part B, Acceptance Testing (for construction)) and \$10,450.62 for Part B, Construction Administration and Field Engineering services to reimburse Jviation for the 13 weather days added to the construction contract via Change Order No. Two, and four days of liquidated damages as described above. Secondly, to amend the sponsor/Jviation scope of work, Section 7.0 On-Site Construction Coordination from 33 working days to 46 working days. This request increases the existing AIP-50 consultant fee amount from \$199,824.66 to \$218,057.76. If the Elko Regional Airport supports this consultant fee amendment and the FAA PIIX ADO determines it acceptable, Jviation estimates an AIP-50 recovery amount of \$104,000 (AIP amount), thus a grant amendment will not be necessary.

If you need additional information, please feel free to contact me.

Sincerely,



Kirk Nielsen, P.E.  
Project Manager

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible adoption of Resolution No. 21-20, a resolution of the Elko City Council finding it is in the best interests of the public of the City of Elko to sell a  $\pm$  2,800 sq. ft. portion of APN 001-01R-001 to Anthem Broadband of Nevada LLC for the purposes of economic development pursuant to NRS 268.063, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 25, 2020**
3. Agenda Category: **RESOLUTION**
4. Time Required: **10 Minutes**
5. Background Information: **On April 28, 2020, the City Council approved a petition to sell approximately 2,800 sq. ft. of vacant property to Safelink Internet LLC for the construction of a communications building, subject to an appraisal. Since that meeting, Safelink Internet LLC has formed a new limited-liability company called "Anthem Broadband of Nevada LLC," with the desire to construct the communications building and use the site in providing high-speed Internet to businesses and residents of the City. The appraisal, in the amount of \$22,500.00, was accepted during the Public Hearings portion of this meeting. The adoption of Resolution 21-20 permits the sale of the property to Anthem Broadband of Nevada LLC for economic development purposes without offering the property to the public. 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, Application and Resolution**
9. Recommended Motion: **Adopt Resolution No. 21-20**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **City Attorney**
12. Council Action:
13. Agenda Distribution: **Anthem Broadband of Nevada**  

[jaseh@safelinkinternet.com](mailto:jaseh@safelinkinternet.com)

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

**CITY OF ELKO  
RESOLUTION NO. 21-20**

**A RESOLUTION OF THE ELKO CITY COUNCIL FINDING THAT IT IS IN THE  
BEST INTERESTS OF THE PUBLIC TO SELL A ±2,800 SQUARE FEET PORTION OF  
APN 001-01R-001 TO ANTHEM BROADBAND OF NEVADA LLC FOR THE  
PURPOSES OF ECONOMIC DEVELOPMENT  
PURSUANT TO NRS 268.063.**

**WHEREAS**, the City of Elko owns certain real property commonly known as APN 001-01R-001, more particularly described in Exhibit A and shown on the map attached at Exhibit B (hereinafter the "Property"); and

**WHEREAS**, the Property is a vacant ±2,800 acre parcel which is zoned Public, Quasi-Public; and

**WHEREAS**, the City Council has accepted an appraisal of the Property determining its fair market value to be \$22,500.00; and

**WHEREAS**, Anthem Broadband of Nevada LLC, formerly known as Safelink Internet LLC., petitioned City Council to purchase the Property pursuant to the economic development exception set forth in NRS 268.063; and

**WHEREAS**, NRS 268.063 allows the Governing Body of an incorporated city to sell, lease or otherwise dispose of real property without offering the property to the public and without obtaining fair market value for the property if it obtains the required appraisal and adopts a resolution finding that it is in the best interest of the public to do so and otherwise complies with the requirements of the statute; and

**WHEREAS**, for many years the City of Elko has been economically disadvantaged due to the lack of reliable high-speed Internet service; and

**WHEREAS**, the lack of reliable high-speed Internet service has resulted in numerous lost opportunities for businesses seeking to locate operations in the City of Elko, as well as opportunities for the growth and expansion of existing businesses in the City of Elko; and

**WHEREAS**, the City of Elko's prospects for economic development depend heavily upon the availability of reliable high-speed Internet; and

**WHEREAS**, the City Council believes it is in the best interests of the public to sell the Property to Anthem Broadband of Nevada, LLC for the purpose of establishing high speed Internet services within the City of Elko, which in turn will enhance economic development and create additional employment opportunities for the residents of the City of Elko; and

**WHEREAS**, Anthem Broadband of Nevada, LLC, will be required to utilize the Property for the purpose of providing high-speed Internet to businesses and residents in the City of Elko;

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City Council of the City of Elko, Nevada:

Section 1. That, in accordance with NRS 268.063 and 268.059, the City of Elko has obtained the requisite appraisal for the Property.

Section 2. That, in accordance with NRS 268.063, it is in the best interests of the public to sell the Property to Anthem Broadband of Nevada LLC without first offering the property to the public for the appraised value of \$22,500.00 the purposes of economic development as set forth in this Resolution; provided, the aforementioned sale shall be contingent upon the execution of a purchase and sale agreement containing appropriate restrictions limiting the use of the property to the purposes contemplated by this Resolution; further provided, that the purchase and sale agreement and the deed conveying the Property to Anthem Broadband of Nevada LLC shall contain appropriate language causing the reversion of the Property to the City of Elko in the event Anthem Broadband of Nevada LLC fails to complete construction of the proposed communications building on the Property within five (5) years of the date of this Resolution.

Section 3. That the officers of the City of Elko be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 4. That all resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed.

Section 5. That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

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

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF ELKO

\_\_\_\_\_  
REECE KEENER, MAYOR

ATTEST:

---

KELLY WOOLDRIDGE, CITY CLERK

VOTE:

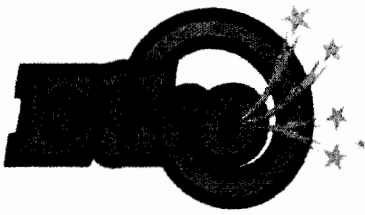
AYES:

NAYS:

ABSENT:

ABSTAIN:





## CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue \* Elko \* Nevada \* 89801 \*

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

### APPLICATION FOR SALE OR LEASE OF CITY OWNED LAND

APPLICANT(s): Safelink Internet LLC

ADDRESS: 906 S Oneida St, Rupert, Idaho, 83350

PHONE NO (Home) 208-677-8000

(Business) 208-431-6560

(Fax) \_\_\_\_\_

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

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

Buy a 70x40 section of property for communications infrastructure at GPS Coordinates 40.82846 -115.75780

this property is located on the cul de sac of Front Street below 227 next to the Humboldt River.

*(Attach a small site plan)*

#### **FILING REQUIREMENTS:**

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

APPLICANT'S SIGNATURE: \_\_\_\_\_

APPLICANT'S PRINTED NAME: Jasen Herr

#### OFFICE USE ONLY

File No.: \_\_\_\_\_ Date Filed: \_\_\_\_\_ Deposit Paid: \_\_\_\_\_

CBRE VALUATION & ADVISORY SERVICES

# RESTRICTED APPRAISAL REPORT

FRONT STREET LAND  
FRONT STREET, SOUTH OF S. 5TH STREET  
ELKO, NEVADA 89801  
CBRE GROUP, INC. FILE NO. 20-224NW-3023-1

CITY OF ELKO

**CBRE**

Date of Report: June 26, 2020

Mr. Reece Keener  
Mayor  
CITY OF ELKO  
1751 College Avenue  
Elko, Nevada 89801

RE: Appraisal of: Front Street Land  
Front Street, South of S. 5th Street  
Elko, Elko County, Nevada 89801  
CBRE, Inc. File No. 20-224NW-3023-1  
Client Reference No.

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 (2,800 sq. ft.) tract of vacant land (mixed-use) located at Front Street, South of S. 5th Street in Elko, Nevada. The subject of this report reflects a 40'x70' portion of a larger parcel (APN: 001-01R-001) located on the west side of the S. 5th Street bridge. The larger parcel is reflective of public lands utilized as a walking trail along the Humboldt River. The subject's specific site is located adjacent to 405 Front Street in an area of commercial buildings that currently represents a parking area and access point to the Humboldt River Trail system. The subject's larger parcel is zoned as public land yet the adjacent parcels are zoned for either general commercial or light industrial uses. The subject site is currently owned by the City of Elko, if sold, the subject will become a new parcel for use as a telecommunications site.

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
Hypothetical "As Is"	Fee Simple Estate	June 2, 2020	\$22,500

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.

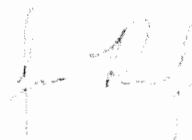
The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set 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



---

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

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



---

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

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

## Certification

We certify to the best of our knowledge and belief:

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



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



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



## Subject Photographs



Aerial View



Typical View of the Subject



Typical View of the Subject



Typical View of the Subject



Typical View of the Subject



Typical Street View



View of Walking Trail

## Executive Summary

<b>Property Name</b>	Front Street Land	
<b>Location</b>	Front Street, South of S. 5th Street Elko, Elko County, NV 89801	
<b>Parcel Number(s)</b>	001-01R-001 - (Portion)	
<b>Client</b>	City of Elko	
<b>Highest and Best Use</b>		
As If Vacant	Commercial	
As Improved	Land	
<b>Property Rights Appraised</b>	Fee Simple Estate	
<b>Date of Inspection</b>	June 2, 2020	
<b>Estimated Exposure Time</b>	3 - 6 Months	
<b>Estimated Marketing Time</b>	6 - 12 Months	
<b>Primary Land Area</b>	0.06 AC	2,800 SF
<b>Zoning</b>	ZPQP, - Public Land	
<b>Buyer Profile</b>	Investor-Local	
<b>VALUATION</b>	<b>Total</b>	<b>Per SF</b>
Land Value	\$22,500	\$8.04

CONCLUDED MARKET VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Value
Hypothetical "As Is"	Fee Simple Estate	June 2, 2020	\$22,500
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>

- As of the date of inspection, the subject is a portion of a larger parcel. It is an extraordinary assumption that the subject can be segregated from the parent tract.
- The use of these extraordinary assumptions may have affected the assignment results.

## 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>

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



- The subject was not a separate parcel as of the date of value. Therefore, it is a hypothetical condition that the subject has been segregated from the larger tract and is a legal-conforming parcel that can be traded.

## 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 as a potential buyer approached the city for a piece of land to be used for a telecommunications site. 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

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

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
CBRE Exposure Time Estimate	3 - 6 Months		
CBRE Marketing Period Estimate	6 - 12 Months		
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

<b>DATA SOURCES</b>	
<i>Item:</i>	<i>Source(s):</i>
<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.

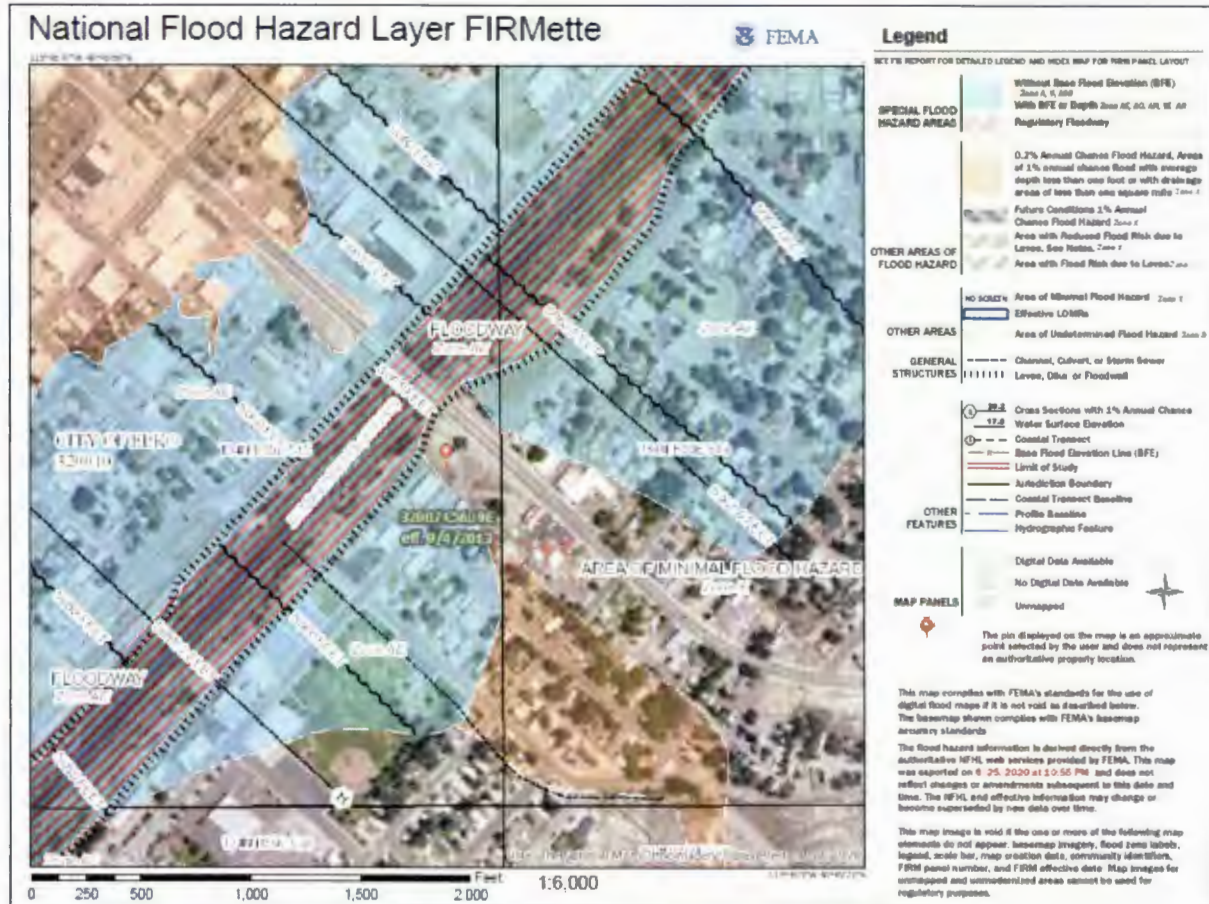
## PLAT MAP



The subject represents an approximate 40' x 70' portion of a larger parcel that is currently used as public lands.



# FLOOD PLAIN MAP



## Site Analysis

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

SITE SUMMARY AND ANALYSIS			
<b>Physical Description</b>			
Gross Site Area	0.06 Acres	2,800 Sq. Ft.	
Net Site Area	0.06 Acres	2,800 Sq. Ft.	
Average Depth	70 Feet		
Excess Land Area	None	n/a	
Surplus Land Area	None	n/a	
Shape	Rectangular		
Topography	Level, At Street Grade		
Parcel Number(s)	001-01R-001 - (Portion)		
Zoning District	ZPQP, - Public Land		
Flood Map Panel No. & Date	32007C5609E	4-Sep-13	
Flood Zone	Zone X (Unshaded)		
Adjacent Land Uses	Commercial and recreation uses		
Earthquake Zone	n/a		
<b>Comparative Analysis</b>		<b>Rating</b>	
Visibility	Good		
Functional Utility	Average		
Traffic Volume	Average		
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			<b>Unknown</b>
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.

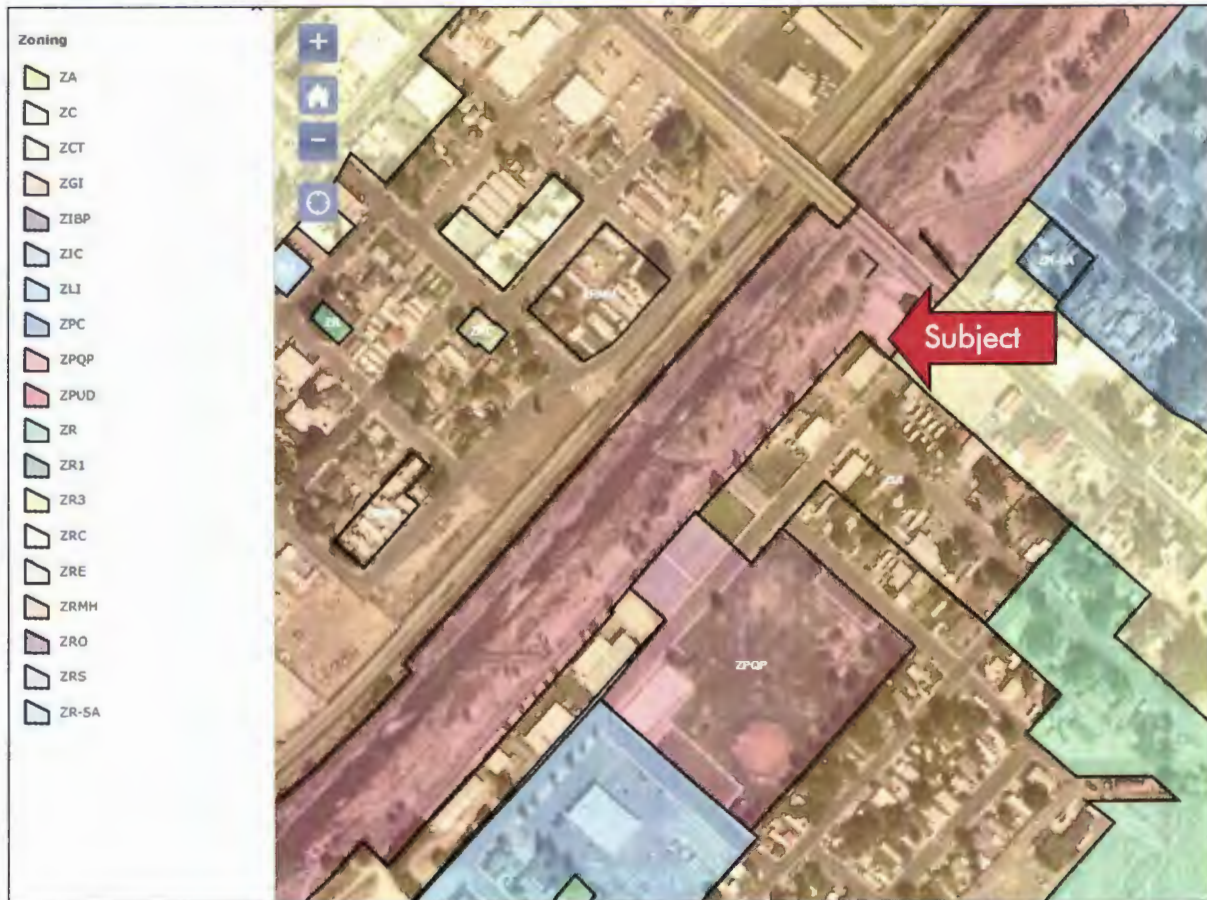
### **COVENANTS, CONDITIONS AND RESTRICTIONS**

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 in size given its small proposed size. However, the site is adequate in terms of size and utility to support the proposed use as a communications site.

## ZONING MAP



## Zoning

The following chart summarizes the subject's zoning requirements.

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

It is noted that the subject is currently zoned as public space yet is located adjacent to industrial and commercial zoned parcels. If the subject is sold and becomes a separate parcel it is likely the zoning will be changed to either commercial or industrial use. It is unlikely that the subject would sell without an agreement in-place that will allow for a zoning change.



## 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 Type	Date	Doc#	Proposed Use	Zoning	Actual Sale Price	Size (Acres)	Size (SF)	Price Per Acre	Price Per SF
1	Lamoille & 12th Street Elko, NV APN: 001-630-052	Sales	Aug-19	759762	Commercial	ZC	\$351,911	1.180	51,401	\$298,230	\$6.85
2	N. 5th Street @ Spruce Elko, NV APN: 001-610-102	Sales	Apr-19	753958	Commercial	ZLI	\$165,000	0.940	40,946	\$175,532	\$4.03
3	1450 Idaho Street Elko, NV APN: 001-590-018	Sales	Apr-19	753246	Commercial	ZC	\$260,000	0.459	19,994	\$566,449	\$13.00
4	404 S. 5th Street Elko, NV APN: 001-422-002	Sales	May-18	740744	Commercial	ZC	\$197,500	0.609	26,528	\$324,302	\$7.44
Subject	Front Street, South of S. 5th Street, Elko, Nevada	---	---		Commercial		---	0.06	2,800	---	---
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					
Comparable Number	1	2	3	4	Subject
Transaction Type	Sales	Sales	Sales	Sales	---
Transaction Date	Aug-19	Apr-19	Apr-19	May-18	---
Proposed Use	Commercial	Commercial	Commercial	Commercial	---
Actual Sale Price	\$351,911	\$165,000	\$260,000	\$197,500	---
Zoning/Density	ZC	ZLI	ZC	ZC	---
Size (Acres)	1.18	0.94	0.46	0.61	0.06
Size (SF)	51,401	40,946	19,994	26,528	2,800
Price Per SF	\$6.85	\$4.03	\$13.00	\$7.44	
Price (\$ PSF)	\$6.85	\$4.03	\$13.00	\$7.44	
Property Rights Conveyed	0%	0%	0%	0%	
Financing Terms <sup>1</sup>	0%	0%	0%	0%	
Conditions of Sale	0%	0%	0%	0%	
Market Conditions (Time)	2%	3%	3%	6%	
Subtotal	\$6.98	\$4.15	\$13.39	\$7.89	
Size	15%	15%	3%	5%	
Shape	0%	0%	0%	0%	
Frontage	0%	0%	0%	0%	
Topography	0%	0%	0%	0%	
Location	0%	25%	-25%	0%	
Zoning/Density	0%	0%	0%	0%	
Utilities	0%	0%	0%	0%	
Total Other Adjustments	15%	40%	-22%	5%	
<b>Value Indication for Subject</b>	<b>\$8.03</b>	<b>\$5.81</b>	<b>\$10.45</b>	<b>\$8.29</b>	
<b>Absolute Adjustment</b>	<b>17%</b>	<b>43%</b>	<b>31%</b>	<b>11%</b>	
Compiled by CBRE					

Market conditions adjustments were applied to the comparables based on an estimated annual appreciation rate of 2% annually. The subject is a small site that is atypical in size which limits potential uses, yet larger sites typically trade at a lower price per square foot as compared to smaller sites. We have therefore applied upward size adjustments to all sales due to economies of scale. In terms of location Sale 2 is deemed inferior while Sale 3 is considered superior and location adjustments were made.

## CONCLUSION

After adjustments, the comparables indicate a range in price of \$5.75 to \$10.35 per square foot with an average of \$8.07 per square foot. Comparable 4 is most similar to the subject in terms of location suggesting a value near the middle of the range. The following table presents the valuation conclusion:

CONCLUDED LAND VALUE				
\$ PSF		Subject SF		Total
\$5.75	x	2,800	=	\$16,112
\$10.35	x	2,800	=	\$28,968
\$8.07		Average	=	\$22,583
Indicated Value:				\$22,500
		(Rounded \$ PSF)		\$8.04
Compiled by CBRE				

The value indication above is based on the hypothetical condition that the subject has been segregated from the parent tract and is a legal-conforming parcel.



## 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**

Addendum A

## **CLIENT CONTRACT INFORMATION**

# Proposal and Contract for Services

May 5, 2020

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

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

**Jason Buckholz**  
Senior Appraiser

RE: Assignment Agreement  
Land  
Front Street Land, Front Street, APN: 001-01R-001 -(Portion)  
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>	CBRE encourages our clients to join in our environmental sustainability efforts by accepting an electronic copy of the report.  An Adobe PDF file via email will be delivered to sarchuleta@elkocitynv.gov. The client has requested No (0) bound final copy (ies).
<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,



---

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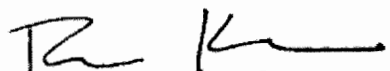
Andrew Burger, MAI  
Director  
NV Certified General Appraiser #A.0207974-CG  
Expires: August 31, 2021

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



## AGREED AND ACCEPTED

FOR CITY OF ELKO ("CLIENT"):



Signature

5/12/2020

Date

Reece Keener

Name

Mayor

Title

775.777.7126

Phone Number

cityclerk@elkocitynv.gov

E-Mail Address

## ADDITIONAL OPTIONAL SERVICES

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

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

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## TERMS AND CONDITIONS

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

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

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

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

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

# Proposal and Contract for Services

## SPECIFIC PROPERTY DATA REQUEST

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

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

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

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

Addendum B

## **QUALIFICATIONS**



# Jason Buckholz

Senior Appraiser, Reno, NV

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

## Experience

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

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

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

## Professional Affiliations / Accreditations

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

## Employment Experience

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

# APPRAISER CERTIFICATE

## STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That : JASON R BUCKHOLZ

Certificate Number: A.0007369-CG

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

Issue Date: July 5, 2019

Expire Date: June 30, 2021

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

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

REAL ESTATE DIVISION

SHARATH CHANDRA  
*Administrator*





# Andrew Burger, MAI

Director, Sacramento, CA

CBRE



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

500 Capitol Mall, Suite 2400  
Sacramento, CA  
95814

## Clients Represented

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

## Experience

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

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

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

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

## Professional Affiliations / Accreditations

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

## Education

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

# APPRAISER CERTIFICATE

## STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That : ANDREW W BURGER

Certificate Number: A.0207974-CG

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

Issue Date: August 1, 2019

Expire Date: August 31, 2021

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

FOR: CBRE

500 CAPITOL MALL #2400  
SACRAMENTO, CA 95814

REAL ESTATE DIVISION

SHARATH CHANDRA  
*Administrator*



Agenda Item III. B.

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Resolution No. 22-20, a resolution providing for the transfer of appropriations between accounts within the City of Elko 2019/2020 Fiscal Budget pursuant to N.R.S. 354.598005, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 25, 2020**
3. Agenda Category: **RESOLUTION**
4. Time Required: **5 Minutes**
5. Background Information: **This is the annual year-end housekeeping item to transfer funds between functions, and funds as required to fund all budgetary changes that occurred during the fiscal year. These are the final transfers for the June 30, 2020 Year. JB**
6. Budget Information:  

Appropriation Required:  
Budget amount available:  
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution 22-20 Budget Transfers**
9. Recommended Motion: **Approve Resolution No. 22-20, a Resolution providing for the transfer of appropriations between accounts within the City of Elko 2019/2020 Fiscal Budget pursuant to N.R.S. 354.598005**
10. Prepared By: **Jan Baum, Financial Services Director**
11. Committee/Other Agency Review:
12. Council Action: **At the pleasure of the Council**
13. Council Agenda Distribution:

Upon introduction and motion by \_\_\_\_\_ and seconded by \_\_\_\_\_  
the following Resolution and Order was passed and adopted:

**CITY OF ELKO**

**RESOLUTION NO. 22-20**

**A RESOLUTION PROVIDING FOR THE TRANSFER OF APPROPRIATIONS BETWEEN ACCOUNTS  
WITHIN THE CITY OF ELKO 2019/2020 FISCAL BUDGET  
PURSUANT TO N.R.S. 354.598005**

WHEREAS, THE City of Elko 2019/2020 Fiscal Year Budget has the need for transfers of Appropriations between functions and accounts.

NOW, THEREFORE BE IT RESOLVED that pursuant to N.R.S. 354.598005, the attached transfers of appropriations be accomplished:

**A detailed schedule is attached to this Resolution and by reference is made a part thereof.**

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

PASSED AND ADOPTED THIS 25<sup>th</sup> day of August, 2020.

CITY OF ELKO

By: \_\_\_\_\_  
REECE KEENER, MAYOR

ATTEST:

\_\_\_\_\_  
KELLY C. WOOLDRIDGE, CITY CLERK

**VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**City of Elko**  
**FY 2019/2020 Final Budget Transfers**

Account Number	Description	Debit	Credit
<b>BJE #2</b>	<b>Budget Transfers -</b>		
001-10-00-420-01	Manager Benefits - Group Health Insurance		3,000.00
001-10-00-434-23	Manager - Technical Other consulting Services	3,000.00	
001-11-00-410-10	Clerk Salaries	1,000.00	
001-11-00-610-19	Clerk - Technical Election Services		1,000.00
001-15-00-420-01	Central Services Benefits - Group Health Insurance		5,000.00
001-15-00-520-02	Central Services General Liability Insurance	5,000.00	
001-25-22-420-30	ARFF Fire Station Benefits PERS		25,000.00
001-25-22.443-10	ARFF Fire Station Maintenance Contracts	25,000.00	
001-25-24.420-10	Downtown Fire Station - Social Security	1,000.00	
001-25-24.610-36	Downtown Fire Station General Supplies Protection		1,000.00
001-32-00-410-10	Engineering - Full Time Salaries	1,000.00	
001-32-00-420-20	Engineering - PERS	1,000.00	
001-32-00.580-04	Engineering - Training		2,000.00
001-36-00-420-60	Community Development - WC	1,000.00	
001-36-00-434-23	Community Development - Other Consulting Fees		1,000.00
001-5100-410-90	Pool Salaries Part Time		15,000.00
001-5100-620-01	Pool S & S - Natural Gas	15,000.00	
	<b>Total General Fund</b>	<b>53,000.00</b>	<b>53,000.00</b>
501-70-10-420-20	Water Administration Benefits - PER		5,000.00
501-70-10-600-18	Water Administration - Software Licensing		40,000.00
501-70-30-410-10	Water Operations Salaries		12,000.00
501-70-30-443-03	Water Operations Outside Repairs	80,000.00	
501-70-31-441-03	Water Wells Pumping Charges	7,000.00	
501-70-90-900-95	Miscellaneous Depreciation Expense		15,000.00
501-70-90.990-01	Water Ending Fund Balance		15,000.00
	<b>Total Water Fund</b>	<b>87,000.00</b>	<b>87,000.00</b>
502-71-10-443-10	Sewer Administration Maintenance Contracts		25,000.00
502-71-30-610-05	Sewer Operations Materials & Repairs		30,000.00
502-71-40-610-08	Sewer WRF General Supplies Chemicals	55,000.00	
	<b>Total Sewer Fund</b>	<b>55,000.00</b>	<b>55,000.00</b>
504-34-30-410-10	Airport Operations - Salaries		2,000.00
504-34-30-434-02	Airport Operations - Technical Brokerage Fees	2,000.00	
	<b>Total Airport Fund</b>	<b>2,000.00</b>	<b>2,000.00</b>
	<b>Total Transfers</b>	<b>197,000.00</b>	<b>197,000.00</b>

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to initiate an amendment to the City of Elko district boundaries, specifically a portion of APN 001-01R-001, approximately 2,800 sq. ft., removing the PQP-Public, Quasi-Public Zoning District and replacing with the LI- Light Industrial Zoning District, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 25, 2020**
3. Agenda Category: **PETITION**
4. Time Required: **10 Minutes**
5. Background Information: **Elko City Code Section 3-2-21 allows the City Council to initiate on its own motion a change to the district boundaries. The City of Elko owns the parcel and is proposing to sell the small portion of the parcel proposed in this zone amendment to Anthem Broadband of Nevada, LLC. This amendment, initiated by the City Council, if approved, will be heard as a public hearing by the Planning Commission. CL**
6. Budget Information:  

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Application and Staff Memo**
9. Recommended Motion: **Move to initiate an amendment to the City of Elko district boundary and direct Staff to commence the zone amendment process by referring the matter to the Planning Commission.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:



City of Elko  
1751 College Avenue  
Elko, NV 89801  
(775) 777-7160  
FAX (775) 777-7119

## **CITY OF ELKO STAFF REPORT**

<b>MEMO DATE:</b>	<b>August 7, 2020</b>
<b>CITY COUNCIL PETITION DATE:</b>	<b>August 25, 2020</b>
<b>APPLICATION NUMBER:</b>	<b>REZONE 4-20</b>
<b>APPLICANT:</b>	<b>City of Elko</b>
<b>PROJECT DESCRIPTION:</b>	

A rezone from (PQP) Public, Quasi-Public to (LI) Light Industrial. To be initiated by the City Council.



### **STAFF RECOMMENDATION:**

RECOMMEND ACCEPT initiation of zone amendment subject to findings of fact, and conditions as stated in this report.

## **PROJECT INFORMATION**

**PARCEL NUMBER:** 001-01R-001

**PARCEL SIZE:** 2,800 sq. ft. proposed to be amended

**EXISTING ZONING:** PQP- Public, Quasi-Public

**MASTER PLAN DESIGNATION:** Public

**EXISTING LAND USE:** Undeveloped

### **NEIGHBORHOOD CHARACTERISTICS:**

- The property is surrounded by:
  - North: PQP / Undeveloped
  - West: PQP / Undeveloped
  - South: General Industrial (GI) / Developed
  - East: PQP / Undeveloped

### **PROPERTY CHARACTERISTICS:**

- The area is currently undeveloped.
- The area is part of a very large parcel adjacent to the Humboldt River and HARP trail.
- The area is accessed from Front Street.

### **MASTER PLAN AND CITY CODE SECTIONS:**

Applicable Master Plans and City Code Sections are:

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

### **BACKGROUND:**

1. Safelink, now referred to as Anthem Broadband of Nevada, LLC, requested the City of Elko sell the 2,800 sq. ft. portion of the larger parcel to them for development of their services throughout the community.
2. The City of Elko will be conducting a public hearing on the fair market value of the property at their meeting August 25, 2020 and will determine if it is in the best interest of the City of Elko to sell the parcel.
3. City of Elko will be required to record a parcel map to create the parcel prior to the sale of the land. The zone amendment legal description and display site plan are based on the information shown on the parcel map.



**MASTER PLAN:**

**Land use:**

1. Land Use is shown as Public.
2. LI is not a supporting zoning district for public.
3. Objective 8: Encourage new development that does not negatively impact County-wide natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains etc., or pose a danger to human health and safety.

The proposed zone district is not in conformance with the Land Use Component of the Master Plan. A future Master Plan Amendment will be required to bring the property into conformance.

**Transportation:**

1. The area will be accessed Front Street.

The proposed zone district is compatible with the Transportation Component of the Master Plan.

**ELKO REDEVELOPMENT PLAN:**

The property is not located within the Redevelopment Area.

**ELKO WELLHEAD PROTECTION PLAN:**

1. The property sits outside any capture zone for the City of Elko wells.

The proposed zone district is in conformance with wellhead protection plan.

**SECTION 3-2-4 Establishment of Zoning Districts:**

1. No building, structure or land shall hereafter be used or occupied and no building or structure or part thereof shall hereafter be erected, constructed, moved, or structurally altered, unless in conformity with all regulations specified in this subsection for the district in which it is located.
2. No building or other structure shall hereafter be erected or altered:
  - a. To exceed the heights required by the current City Airport Master Plan;
  - b. To accommodate or house a greater number of families than as permitted in this chapter;
  - c. To occupy a greater percentage of lot area; or
  - d. To have narrower or smaller rear yards, front yards, side yards or other open spaces, than required in this title; or in any other manner contrary to the provisions of this chapter.
3. No part of a required yard, or other open space, or off street parking or loading space, provided in connection with any building or use, shall be included as part of a yard, open space, or off street parking or loading space similarly required for any other building.
4. No yard or lot existing on the effective date hereof shall be reduced in dimension or area below the minimum requirements set forth in this title. The property meets the area requirements for the proposed zone district.

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

**SECTION 3-2-12 – LI, GI Industrial Districts**

As the property develops, it will be required to be in conformance with Elko City Code Section 3-2-12.

**SECTION 3-2-21:**

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

**SECTION 3-8:**

A small portion of the proposed zone district is located in a designated Special Flood Hazard Area (SFHA). Compliance with ECC 3-8 will be required as the property develops.

**FINDINGS:**

1. The proposed zone district is not in conformance with the Land Use Component of the Master Plan.
2. The proposed zone district is compatible with the Transportation Component of the Master Plan.
3. The property is not located within the Redevelopment Area.
4. The proposed zone district and resultant land use is in conformance with City Wellhead Protection Plan.
5. The proposed zone district is in conformance with Elko City Code Section 3-2-4(B).
6. The proposed zone district is in conformance with Elko City Code Section 3-2-12.
7. The application is in conformance with Elko City Code 3-2-21.
8. The proposed zone district is located in a designated Special Flood Hazard Area (SFHA).
9. Development under the proposed zone district will not adversely impact natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains etc., or pose a danger to human health and safety.

**STAFF RECOMMENDATION:**

Staff recommends this initiation be ACCEPTED.

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the annual Rides and Rods Special Event Permit, Park Permit, Street Closure, and Special Event Liquor License, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 25, 2020**
3. Agenda Category: **PETITION**
4. Time Required: **10 Minutes**
5. Background Information: **Rides and Rods is requesting to have the annual event in the City Park. They have included what measures they are taking related to COVID -19. At the time of the application, Elko County is in the ‘red zone’ regarding COVID-19 and the Governor’s directive 027 does not allow bars that do not serve food and drinks cannot be served from a bar top, and caps the number of people at events at 50. 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: **Application Packet**
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: [ridesandrods@yahoo.com](mailto:ridesandrods@yahoo.com)

**ELKO SPECIAL EVENT/VENDOR APPLICATION**  
(When the Event Includes a Closure of City Property)  
(A)

Pursuant to Elko City Code 8-16-1 to 8-16-8, the undersigned hereby applies for a Special Event/Vendor License.

Name of Event: Rides & Rods Elko Classic Car Show 2020  
Sponsor of Event: Rides & Rods Elko Classic Car Show  
Location of Event: Elko Convention Center and Main City Park #10  
Date of Event: September 11<sup>th</sup>, 12<sup>th</sup> & 13<sup>th</sup> 2020  
Time of Event: 9/11 → 10am to 9pm, 9/12 → 7am to 6pm, 9/13 → 8am to 1pm

If you are requesting a closure indicate the dates, time and place of the closure: \_\_\_\_\_

College Ave from City Hall to Chris Sheeran Way & Maren Way

Number of Vendors \_\_\_\_\_ x \$34.50 per vendors on City Property  
\_\_\_\_\_ x \$6.00 per day per vendor on Private Property

\*\*No fee shall be charged to businesses physically located within the City of Elko with a current Elko City Business License. No charge to non profit vendors.

Please list all vendors (including those that will not be charged) on next page.

The City prefers a primary contact person to deal with regarding the issues concerning the event. Although the primary contact person may have others assisting with the safety, security, traffic and parking of the event, the primary contact person will be the only person the City will contact regarding the event. If at any time the primary contact person changes, they must submit a letter stating who will become the main contact. Please list all numbers in which the primary contact person will be available.

Primary Contact Person: Stormy Remington ridesandrod@yahoo.com  
24 Hour Phone/Cellular: 775-385-6569

Under penalties of perjury, the undersigned declares that he/she is the applicant/authorized agent of the applicant in the foregoing application for license and knows the contents thereof that those items contained in the application are true of his/her own knowledge except as to those matters stated on information and belief and as to such matters he/she believes it to be true.

Applicant Name: Stormy Remington (please print)  
Stormy Remington  
Signature of Applicant  
Mailing Address 3226 Scenic View Dr  
Elko, Nevada 89801  
Date: 6/15/20  
Phone Number: 775-385-6569

Type of verification from Nevada Taxation

Nevada State Health Dept. (food vendors)  
1020 Ruby Vista Dr. Ste. 103  
775 753 1138



**CITY OF ELKO  
FACILITY/EQUIPMENT USE FEES PERMIT**

(B)

This application includes fees for special events held within the City of Elko on property under the ownership and/or control of the City of Elko. The sponsor of such event must complete this form and include all fees necessary for the event. The sponsor will be responsible for any other City fees incurred during the event and not listed on this form.

Name of Event: Rides & Rods Elko Classic Car Show 2020

Sponsor of Event: \_\_\_\_\_

Date of Event: Sept. 11<sup>th</sup> - 13<sup>th</sup> 2020 Time of Event: 9/11 → 10am-4pm  
9/12 → 7am-6pm  
9/13 → 8am-1pm

If you are requesting a closure indicate the dates, times and place of the closure: 9/11 @ 5am - 9/13 @ 4pm

College Ave from City Hall to Chris Sheeran Way & Moren Way.

**Facility Use Fees:**

Street Closures: \$100 per lineal block 2 blocks @ \$100 Amount \_\_\_\_\_

Parking Corridor Closures: \_\_\_\_\_ corridors @ \$200 Amount \_\_\_\_\_

\$200 per corridor, or \$50.00 per quarter \_\_\_\_\_ ¼ corridor @ \$50 Amount \_\_\_\_\_

corridor (A parking corridor is a full block of parking between Railroad and Commercial Streets)

Barricades: \$5 each \_\_\_\_\_ barricades @ \$5

Electrical Fees: \$50 per service panel \_\_\_\_\_ panels @ \$50 Amount \_\_\_\_\_

\$10 per distribution box \_\_\_\_\_ boxes @ \$10 Amount \_\_\_\_\_

Cones: no charge \_\_\_\_\_

Total Amount Due: \_\_\_\_\_

All consumption fees based on power used throughout the event will be the responsibility of the sponsor.

**Public Safety Fees:** All fees associated with the Elko Fire Department assessed pursuant to Elko City Code Title 6, Chapter 5.

The special event organizer shall pay for additional law enforcement services where warranted.

This fee shall be negotiated in advance of the event, and shall be specifically approved by the City Council as part of their approval of the closure of the street or parking corridor.

The following list of equipment must be reserved and paid through the Elko City Parks/Recreation Department at 723 Railroad Street.

Picnic Tables  
Serving Tables  
Trash Cans  
Bleachers  
Stages

EVENT VENDOR LIST

NAME	ADDRESS	PRODUCT SOLD	CITY LICENSE #
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			
25.			

Attach additional sheets if necessary.

# CITY OF ELKO SPECIAL EVENTS APPLICANT QUESTIONNAIRE

(C. 1 of 2)

Name of Event: Rides & Rods Elko Classic Car Show 2020

The purpose of this worksheet is to assist city personnel in coordinating our efforts with event organizers.

Please answer all questions in as much detail as possible:

Estimated number of attendees: 300 cars / 3000 attendees

Will this event affect normal traffic patterns and parking? What actions will be needed to mitigate these problems?  
Will City Personnel be needed? Increase traffic on College Ave, Sheeran Way and Moren Way heavy Street parking on.

What are the safety concerns for the participants of this event? What are the safety concerns for the spectators for this event? What actions are needed to minimize the safety problems? Will City personnel be needed? What stipulations have been made for emergency access? Increase vehicle traffic and pedestrian parking. A 20ft egress will be maintained at all times.

Will there be any street closures? If yes, what are your emergency access plans? College Ave from City Hall to Chris Sheeran Way and Moren Way / A 20ft egress will be maintained at all times.

What area will this event effect? Do you have permission from the property owners who may be effected? \_\_\_\_\_

If a street closure is occurring present us with a plan and equipment list. Closing College Ave for pedestrian safety self contained.  
Will the closure include any use of Nevada State right-of-way? No

What other logistical problems may be encountered? How can the City help? None

Will traffic signals be affected by the event? No

Will electricity be needed for the event, please explain? None

Will this event create a litter problem? How will that problem be mitigated? Additional garbage cans and rides & rods staff will monitor

What provisions will be made for public restrooms for the attendees? Temporary restrooms will be placed around the event grounds.

Will horses be present? No Will a City street sweeper be required if so when? No

## ACCESSIBILITY PLAN

The City of Elko has the following checklist which is intended to serve as a planning guideline and may not be inclusive of all City, County, State and Federal Disability Access requirements. It is important that you plan for the safe arrival and departure of event attendees, participants and vendors.

- Accessibility parking and/or shuttle accommodations will be provided for the event.
- There will be a clear path of travel for accessibility purposes throughout the event.
- A minimum of 10% of portable restrooms provided at the event will be accessible.
- All food, beverage and vending areas will be accessible.
- If an information center is located at the event, attendants will be available to assist disabled individuals.

## CITY OF ELKO STAFF FLOW SHEET

(C. 2 of 2)

The sponsor of the event shall present their entire application to each of the departments below for their comments and approval. The comments made by City Personnel are intended to assist in the approval process only, by signing they are acknowledging and agreeing to the requirements of their department should the event take place. Denials by any of the Departments may result in denial of the event.

Please call to arrange an appointment with each department.

NAME OF EVENT: Rides & Rodeo Expo Classic Car Show 2020  
Sept. 11<sup>th</sup>, 12<sup>th</sup> & 13<sup>th</sup> 2020

For Official Use Only

Police Department, 1448 Silver St.:

☒ Approved

☐ Denied

Date 6/15/20

Phone: 775-777-7310

Comments/Conditions:

Signature: [Signature] #65

Fire Department, 911 W. Idaho St.:

☒ Approved

☐ Denied

Date 6/15/20

Phone: 775-777-7345

Comments/Conditions:

Signature: [Signature]

Street Department, 232 S. 10<sup>th</sup> St.:

☒ Approved

☐ Denied

Date 6-15-20

Phone: 775-777-7241

Comments/Conditions:

Signature: [Signature]

Parks & Recreation Dept., 723 Railroad St.:

☒ Approved

☐ Denied

Date 6/15/2020

Phone: 775-777-7261

Comments/Conditions:

Get with Recreation for any Reservations needed

Signature: [Signature]

Nevada Department of Transportation (if applicable), 1951 Idaho St.:

☐ Approved

☐ Denied

Date \_\_\_\_\_

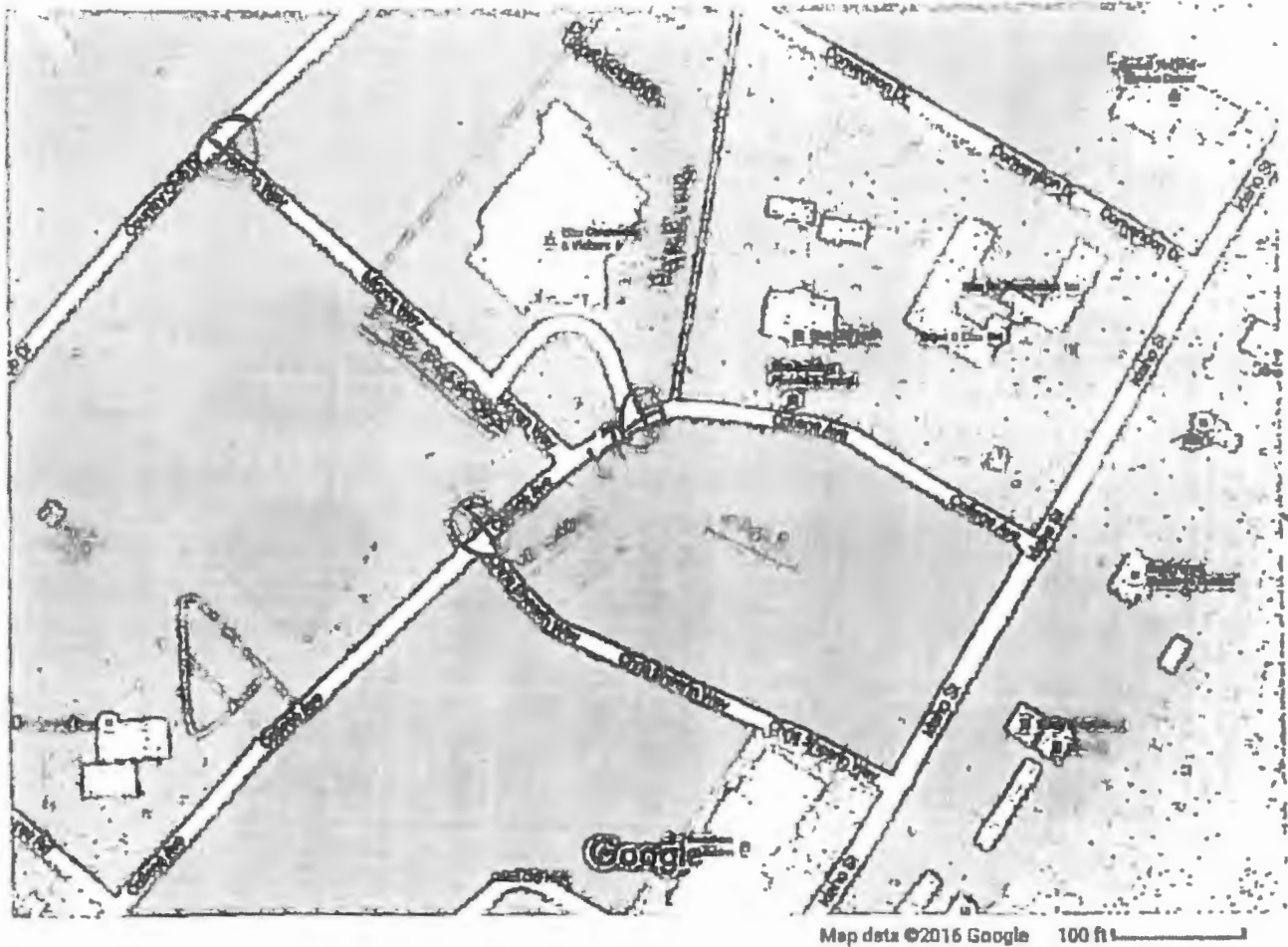
Phone: 775-777-2725

Comments/Conditions:

Signature: \_\_\_\_\_

Attach additional sheets if necessary



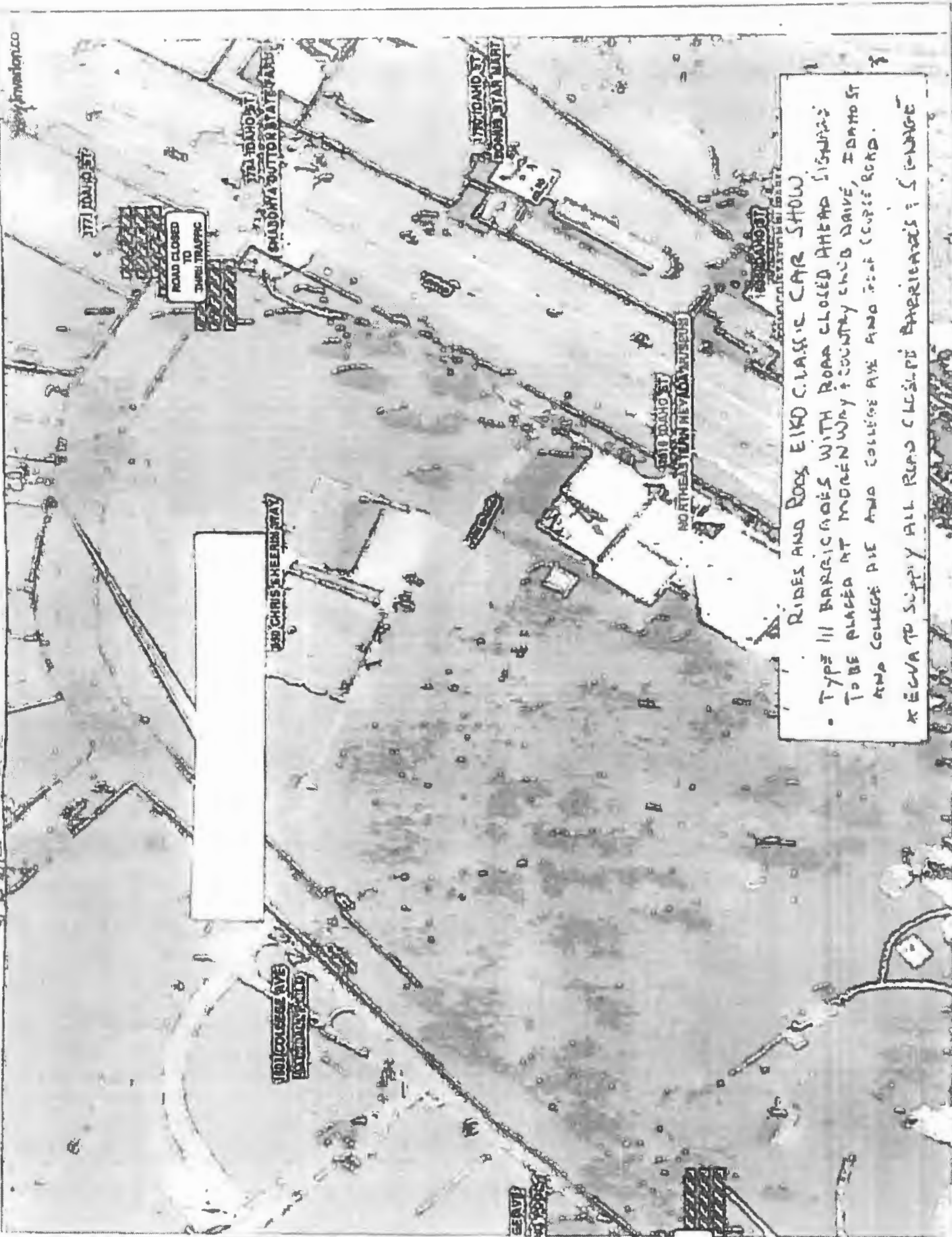


⊕ BARRICADES TO BE PLACED IN 3 LOCATIONS:

- COLLEGE AVE BEFORE ECVA CIRCLE DRIVE, ALLOWING ACCESS TO ECVA PARKING LOT. THIS WILL BE CONTROLLED BY SECURITY.
- COLLEGE AVE AT CHARL SHEERIN WAY, ALLOWING ACCESS TO CHARL SHEERIN. THIS WILL BE CONTROLLED BY SECURITY.
- MOREN WAY AT COUNTRY CLUB.

IX = DISTANCE

CLAMP



RIDES AND BOYS EIKO CLASSIC CAR SHOW  
• TYPE III BARRICADES WITH ROAD CLOSED AHEAD SIGNS  
TO BE PLACED AT MORENO WAY & COUNTRY CLUB DRIVE, EDWARDS  
AND COLLEGE AVE AND COLLEGE AVE AND THE CORNER ROAD.  
REGARD TO SUPPLY ALL ROAD CLOSED BARRICADES & SIGNS

Please read and sign

## Chapter 16 EVENTS ON CITY PROPERTY

### 8-16-1: DEFINITIONS:

As used in this chapter:

**DOWNTOWN CORRIDOR:** That area bounded by the northern right of way along Railroad Street and the southern right of way along Commercial Street from 3rd Street to 11th Street.

**FACILITY USE FEE:** A fee as payment for the use or rental of a city facility or real property.

**ORGANIZER/SPONSOR:** Means, but not limited to, any individual, firm, organization, club, partnership, corporation, or nonprofit that is responsible for the organization of a public event.

**SPECIAL EVENT:** Any planned gathering of persons, show, entertainment, celebration, or similar activity of temporary duration open to the general public which occupies any part of a street or other city property (excluding city owned public park areas when the event does not include street closures), and which hinders the general public in the ordinary and usual use of such street or public property, and includes at least one of the following features:

A. Vendors;

B. The event is being held in the downtown corridor, or the event requires closure of any city street, sidewalk, alley, right of way or public property which is owned or controlled by the city. "Special events" do not include parades or any prior contractual agreements made with the city for the use of city property.

**VENDOR:** Any individual, firm, organization, club, partnership, corporation or nonprofit offering goods and/or services for sale to the public. (Ord. 592, 12-10-2002)

### 8-16-2: PERMIT REQUIRED:

A special event will only be permitted on or upon any city street, sidewalk, alley, park which includes street closures, right of way, or public property which is owned or controlled by the city after submission of a complete application and approved by the city council as outlined in section \_\_\_\_\_ of this chapter. Determination of the completeness of the application shall be made by the city manager or authorized designee. (Ord. 699, 9-23-2008)

### 8-16-3: ALCOHOLIC BEVERAGES:

A. **Sale Or Consumption Permitted:** The sale or consumption of alcoholic beverages in conjunction with a special event may be permitted, provided any procedures or criteria adopted by ordinance or resolution of the city council are adhered to. An application for the sale or consumption of alcoholic beverages must be filed with an application for a special event permit and follow all procedures set forth.

B. **Application Procedure:** An application for the sale or consumption of alcoholic beverages shall follow the procedures set forth in section \_\_\_\_\_ of this code.

C. **Fees.** All license fees applicable, as set by resolution by the city council, to the sale of alcoholic beverages must be paid in addition to any special event fees.

D. **Glass Containers Prohibited:** It shall be unlawful to serve alcoholic and nonalcoholic beverages in glass containers within an area designated for a special event. (Ord. 592, 12-10-2002)

### 8-16-4: APPLICATION FOR PERMIT:

A. **Filing:** The application for a permit under this chapter to conduct or engage in any special event which involves the use of city streets, parks which include street closures, rights of way, alleys, sidewalks, or other public property owned or controlled by the city, shall be filed with the city clerk or authorized designee. Such application shall be filed at least thirty (30) days prior to the date that the permit is to become effective. Each application shall be accompanied by the established fees set forth by resolution by the city council.

B. **Consideration of Application Filed Later:** The city manager or authorized designee shall have the authority, in their discretion, to consider any application for a permit which is filed later than the time prescribed in this section.

C. Information Required Every organizer/sponsor of a special event in the city must file an application which is furnished by the city for the event. The application must include, at least the following where applicable, as determined by the city.

1. Event application which includes the following.

- a. Name of the event;
- b. The name, address and telephone number of the organizer/sponsor conducting the proposed event;
- c. The date or dates and the specific times the property is to be utilized;
- d. The streets or other property and the specific area or areas which will be utilized in connection with the proposed use, event or activity; and
- e. Signature of an authorized representative from the Nevada department of taxation.

2. Application to reserve city properties, indicating the area to be used and the services being requested by the city

3. Events contacts and sign off:

- a. Name, address, telephone number and cellular number of the person or persons responsible for coordinating or conducting the event;
- b. Name, address, telephone number and cellular number of the contact person or persons responsible for safety;
- c. Name, address, telephone number and cellular number of the contact person or persons responsible for security;
- d. Name, address, telephone number and cellular number of the contact person or persons responsible for traffic and parking; and
- e. Approval signatures must be obtained from the police, fire, street and park departments after the completion of the previous forms have been completed in their entirety. The applicant will be required to contact each department for preapproval if the event is being proposed to be held on any city property.

4. Proof of a liability insurance policy in the amount deemed appropriate by the city council with the city named as additional insured.

5. Special events vendor business license pursuant to section \* \* \* of this code. The city recognizes that the organizer/sponsor of a special event has all control and authority over the decision to allow or refuse participation by any individual vendor.

6. Area mapping must be completed to include:

- a. Location of event;
- b. All proposed road and property closures;
- c. Traffic control plan;
- d. Emergency access plans to include traffic patterns and parking;
- e. A detailed plan, including, but not limited to, the location of all bandstands, bleachers, additional garbage disposal, electrical connections, tables, barricades; and
- f. Any additional information which the city deems reasonably necessary to a fair determination of the application.

D. Use of State Right Of Way: Every organizer/sponsor of a special event in the city who is proposing the use of any state right of way in conjunction with the city property for the event must file an application with the state department of transportation with a copy to be furnished to the city along with the application. (Ord. 592, 12-10-2002)

#### 8-16-5: APPROVAL, DENIAL OR REVOCATION OF PERMIT:

A. Approval Required: All special events requiring the closure of a street or right of way shall receive initial approval from the city council prior to the event being held. Subsequent requests for the same special event may be approved administratively after completion of the required application and process as outlined in section " " " of this chapter.

B. Terms and Conditions of Permit. In addition to the requirements of this code or other applicable laws or rules or regulations, each permit shall contain such terms and conditions regarding the time, place and manner of utilizing the city streets or other property which are necessary and appropriate under the circumstances as set forth by the city council.

C. Sanitation and Disposal Needs: It is the responsibility of the event organizer/sponsor to provide for the sanitation and disposal needs as identified through the application process to ensure the health and safety of the participants and citizens

D. Committee Established: A committee made up of the mayor, or mayor pro tem in his absence, one city council member, the fire chief and the police chief may revoke any permit if the committee determines that the organizer/sponsor, applicant, agent, employee or associate of any such applicant cannot meet the criteria set forth by the city council or has violated any of the provisions of this chapter, or the provisions of any other applicable law, rule or regulation. Any permit issued under this chapter may be revoked in this manner to protect the safety of persons or property. If a special event is in progress when any such revocation occurs, the committee shall have the authority to take actions to protect city property and/or rights of way. (Ord. 699, 9-23-2008)

#### 8-16-6: PERMIT FEES:

Except as otherwise provided, the applicant shall be required to pay all applicable fees as established by the city council through resolution for the use of city streets or other city owned or city controlled real and personal property, including all city owned park and other equipment. The total amount of fees due for the entire permit period must be paid to the city at least two (2) working days prior to the date on which the permit becomes effective. (Ord. 696, 7-22-2002)

#### 8-16-7: INSURANCE:

A. Each permit shall expressly provide that the permittee agrees to defend, protect, indemnify and hold the city, its officers, employees and agents free and harmless from and against any and all claims, damages, expenses, loss or liability of any kind or nature whatsoever arising out of or resulting from, the alleged acts or omissions of permittee, its officers, agents, employees and invitees in connection with the permitted event or activity; and the permit shall expressly provide that the permittee shall, at permittee's own cost, risk and expense, pay for the defense of any and all claims or legal actions that may be commenced or filed against the city, its officers, agents or employees, and that permittee shall pay any settlement entered into and shall satisfy any judgment that may be rendered against the city, its officers, agents or employees as a result of the alleged acts or omissions of permittee or permittee's officers, agents, employees and invitees in connection with the uses, events or activities under the permit.

B. Concurrent with the issuance of a permit under this chapter, and as a condition precedent to the effectiveness of the permit, the permittee shall procure and maintain in full force and effect during the term of the permit a policy of insurance from a reliable insurance company authorized to do business in the state, which policy includes the city, its boards, officers, agents and employees, as named insured or additional named insured and which provides the coverage that the city council determines to be necessary and adequate under the circumstances, and proof of insurance shall be submitted with the application. Said insurance policy must provide liability coverage for the activities of entertainers and vendors participating in a special event.

C. It is the responsibility of the organizer/sponsor to maintain the condition of all city property being utilized in the event. The event organizer/sponsor will be responsible for any and all repairs needed as a result of the event. All expenses for repairs will be reimbursed at the actual cost of the repairs by the event organizer/sponsor. (Ord. 618, 4-27-2004)

#### 8-16-8: GLASS CONTAINERS PROHIBITED:

It shall be unlawful for any person to use or physically possess any container for liquids made of glass, or a mixture of glass, to be used for personal consumption within an area designated for a special event. This section does not apply to persons within an operating casino, hotel, bar or restaurant.

A. Confiscation: The police department may confiscate any container in violation of this chapter.

H. Penalty: Any violation of the provisions of this chapter is an infraction and shall be punished as set forth in section of this code (Ord. 592, 12-10-2007)

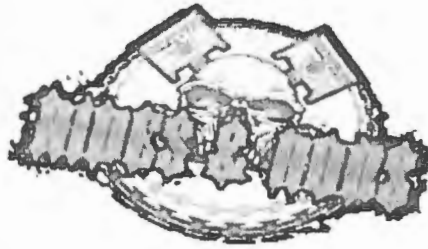
By signing below the applicant understands and agrees to comply with all provisions as set forth in the Elko City Code: 8-16-1 to 8-16-8, as amended, and provided above in order to hold the requested special event on city property.

Event Sponsor

*Steven J. Hemminger*

Date

*6/15/20*



# **EVENT HEALTH & SAFETY GUIDELINES**

Our #1 priority is the well-being of our local communities, event attendees and our staff. Your help in following the guidelines below will ensure everyone experiences and enjoys a healthy and safe event.

## **WHAT WE EXPECT FROM ANYONE ATTENDING OUR EVENT**

- If you are not feeling well, please stay home.
- In alignment with local state, county or city mandates, be prepared to bring and wear personal face coverings and any other personal protective equipment as mandated.
- Bring a personal travel size alcohol-based sanitizer.
- Wash and sanitize your hands with soap and water at our many handwash and sanitization stations frequently throughout the day.
- Avoid touching your eyes, nose and mouth with unwashed hands.
- Practice Social Distancing at all times – Stay at least six feet away from other people.
- Please be kind, patient and respectful to fellow attendees as we implement our Health and Safety Guidelines.

## **WHAT YOU CAN EXPECT FROM RIDES & RODS**

- ✓ Additional handwash and sanitation stations throughout the event.
- ✓ Hand sanitizer stations throughout the event.
- ✓ Bathroom attendants at every bathroom keeping it clean and sanitized.
- ✓ Attendants disinfecting entrances to the Convention Center & food court.
- ✓ In alignment with local state, county or city mandates, potential limits on the number of people allowed in a building or park at any given time.
- ✓ Social Distance markers for all spectator lines.



Business Name	Vendor Name	Address	City	State	Zip
<b>FOOD</b>					
Tacos Las Brisas	Pedro Romero	2172 Pinion Rd	Elko	NV	89801
Road Runner Concessions	Tony Barnes	3143 Woodridge Dr	Twin Falls	ID	83301
Reo Sage Indian Tacos	Susie Ortiz	589 Buffside Dr.	Spring Creek	NV	89801
Kettle Corn USA	John Westwood	20 Reno Road	Ely	NV	89301
<b>NON-FOOD</b>					
Neff Diesel	Jeremy Neff				
Riverton GM	JB				
Elko Motor Company	Chuck				
Les Schwab Tire	Gabe		Elko	NV	89801
Shannon Watts Art Design	Shannon Watts	309 N. 4th West	Riverton	WY	82501
Dad's Solar Lights	Brenda Franks	830 N.7.E	Mtn. Home	ID	83647



Phone	F-mail
775-934-0732	taco-lasbri-as@aol.com
208-316-0958	heytonybarnes@ymail.com
775-753-3653	teosage@frontiernet.net
775-293-5011	kattlecornusa@yahoo.com

307-840-3761	shannon@shannonwattsart.com
208-587-4050	franksbs@msn.com

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration and possible approval of the Elko County “no-fair” special event permit and special event liquor license. FOR POSSIBLE ACTION**
2. Meeting Date: **August 25, 2020**
3. Agenda Category: **PETITION, APPEALS, & COMMUNICATIONS**
4. Time Required: **5 Minutes**
5. Background Information: **The Elko County Fair Board is requesting a special event liquor license for the “no fair event” to be held September 4–7<sup>th</sup> at the Elko County Fairground. At the time of application Elko County remains in the “red zone” regarding COVID-19 and is under Governor’s directive 027 prohibiting bars that do not serve food to be open and prohibiting bar tops to be open. The “no fair” plans to have a food truck and bar service at the Cowboy bar. KW**
6. Budget Information:  

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Special Event Application and Special Event Liquor Application**
9. Recommended Motion: **Pleasure of Council**
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution: **JT Taravella**  
[taravella1216@yahoo.com](mailto:taravella1216@yahoo.com)

FRONT: 775-734-7347  
EMAIL: busllc@elkocitynv.gov

If you are the organizer/sponsor of an event to be held within the City limits of Elko and the event includes vendors or fees for admission this permit must be completed prior to the event. The sponsor of the event shall include a list of all vendors and will be responsible for the vendors and all associated fees. It is not necessary for every vendor to obtain a business license with the City, however if a vendor has an Elko City Business License for a business physically located in the City, there is no charge for that vendor. There is also no charge for non-profit vendors. The vendor fees are different when the event is on private property and when it is held on public property. If the event is on private property the fee is per vendor, per day. If it is on public property the fee is a flat fee per vendor. The City recognizes that the organizer/sponsor of the event has all control and authority over the decision to allow or refuse participation by any individual vendor.

The sponsor of the event is also responsible for contacting the Nevada Department of Taxation in Reno to ensure compliance with their regulations. At the bottom of the page is Taxation contact information. The City must receive verification that the sponsor has complied with Taxation. This verification may be provided in writing, via fax, email, or phone from the Department of Taxation. A permit will not be issued until the verification has been received by the City.

The Event Vendor Permit is non-transferable. The City reserves the right to require a police investigation if it appears that the applicant has failed to truthfully provide all information required or that the holding of the proposed special event is in violation of any ordinance or law of the city, state or federal government.

Please complete the application, obtain the required signatures and return it and all required fees to the office location shown above.

Pursuant to Elko City Code Section 4-1-16 and Resolution #1-04, the undersigned hereby applies for an Event Vendor Permit

Name of Event: Elko NOFAIR

Organizer/Sponsor: Elko County Fairboard

Location of Event: Elko County Fairgrounds

Date(s) & Time of Event: 9/4/2020 to 9/7/2020 Total number of days: 4

Fees: Total number of vendors requiring a license: x \$6.00 each per day (private property) Total fee paid:  
Total number of vendors requiring a license: x \$34.50 each (public property) Total fee paid:

**\*\*No fee shall be charged to businesses located within the City of Elko with a current business license or for non-profit vendors. List all vendors on the back of this page.**

Under penalties of perjury, the undersigned declares that he/she is the applicant/authorized agent of the applicant in the foregoing application for license and knows the contents thereof, that those items contained in the application are true of his/her knowledge except as to those matters stated on information and belief and as to such matters he/she believes it to be true

Signature of Applicant/Agent

Property Owner Signature

Mailing Address & Phone Number

Date

City Clerk/Deputy Clerk

Nevada State Health Dept. (for food vendors)  
1020 Ruby Vista Dr. Ste 103 775-753-1138

Elko City Fire Department 775-777 7347  
911 Idaho St. Elko, NV  
**Reno Department of Taxation:**  
Phone: 775-687-9999 Fax: 775-688-1303  
Website: [www.tax.state.nv.us](http://www.tax.state.nv.us)  
Email: [renoevents@tax.state.nv.us](mailto:renoevents@tax.state.nv.us)

**CITY OF ELKO**  
**SPECIAL EVENT LIQUOR OR BEER AND/OR WINE LICENSE APPLICATION**  
**1751 COLLEGE AVENUE - ELKO, NEVADA**  
**PHONE: 775-777-7138 FAX: 775-777-7129 EMAIL: buslic@elkocitynv.gov**

Pursuant to Elko City Code 4-5-33 any person/organization in charge of a "Special Event" which is scheduled to be held in the Elko City limits and will include the sale/serving of liquor or beer and/or wine, is required to apply for a Special Event Liquor or Special Event Beer/Wine License by completing this application.

Special Event Liquor ☐ or ☒ Special Event Beer and/or Wine License Circle one.

Business or Organization Elko County Fairboard

Name of Event No Fair

Location of Event Elko County Fairgrounds

Commencing on the 4<sup>th</sup> day of Sept., 20 20 thru the 7<sup>th</sup> day of Sept., 20 20

Time of the event (if more than one day list time for each day) 8am - 4pm

Total Number of days 4 Fees: Liquor - \$60.00 per day Beer/Wine - \$24.00 per day

Total Fee paid \_\_\_\_\_

By signing below the applicant is accepting any and all responsibility for all other person(s) who may be selling/serving alcoholic beverages during the event. The Police Chief or his designee, has the right to inspect the premises at any time during this event to ensure proper enforcement of City Codes and Nevada Laws.

Under penalties of perjury, the undersigned declares that he/she is the applicant/authorized agent of the applicant in the foregoing application for license and knows the contents thereof; that those items contained in the application are true of his/her own knowledge except as to those matters stated on information and belief and as to such matters he/she believes it to be true.

Applicant Name: Elko Co Fair Phone: 775 397 7925

Address: 1094 13<sup>th</sup> St Elko

Signature [Signature] Date: \_\_\_\_\_

Please list all other person(s) who will also be selling/serving: For additional space list on back

Name: TBA Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the 2020 Gold Rush Challenge Bull Riding special event permit and special event liquor license. FOR POSSIBLE ACTION**
2. Meeting Date: **August 25, 2020**
3. Agenda Category: **PETITION, APPEALS & COMMUNICATIONS**
4. Time Required: **5 Minutes**
5. Background Information: **Benavides Bucking Bulls, LLC is requesting a special event liquor license for the Bull Riding Event to be held September 12<sup>h</sup> at the Elko County Fairground. At the time of application Elko County remains in the “red zone” regarding COVID-19 and is under Governor’s directive 027 prohibiting bars that do not serve food to be open and prohibiting bar tops to be open. The event plans to have Stockmen’s Hotel and Casino operating food and beverage. KW**
6. Budget Information:  

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Required/Not Required**
8. Supplemental Agenda Information: **Special Event Application and Special Event Liquor Application.**
9. Recommended Motion: **Pleasure of Council**
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution: **Anthony Sandoval**  
[sdandovalnevada@gmail.com](mailto:sdandovalnevada@gmail.com)



**CITY OF ELKO**  
**SPECIAL EVENT VENDOR PERMIT**  
**1751 COLLEGE AVENUE - ELKO, NEVADA 89801**  
**PHONE: 775-777-7138 FAX: 775-777-7129**  
**EMAIL: buslic@elkocitynv.gov**

If you are the organizer/sponsor of an event to be held within the City limits of Elko and the event includes vendors or fees for admission this permit must be completed prior to the event. The sponsor of the event shall include a list of all vendors and will be responsible for the vendors and all associated fees. It is not necessary for every vendor to obtain a business license with the City, however if a vendor has an Elko City Business License for a business physically located in the City, there is no charge for that vendor. There is also no charge for non-profit vendors. The vendor fees are different when the event is on private property and when it is held on public property. If the event is on private property the fee is per vendor, per day. If it is on public property the fee is a flat fee per vendor. The City recognizes that the organizer/sponsor of the event has all control and authority over the decision to allow or refuse participation by any individual vendor.

The sponsor of the event is also responsible for contacting the Nevada Department of Taxation in Reno to ensure compliance with their regulations. At the bottom of the page is Taxation contact information. The City must receive verification that the sponsor has complied with Taxation. This verification may be provided in writing, via fax, email, or phone from the Department of Taxation. A permit will not be issued until the verification has been received by the City.

The Event Vendor Permit is non-transferable. The City reserves the right to require a police investigation if it appears that the applicant has failed to truthfully provide all information required or that the holding of the proposed special event is in violation of any ordinance or law of the city, state or federal government.

Please complete the application, obtain the required signatures and return it and all required fees to the office location shown above.

Pursuant to Elko City Code Section 4-1-16 and Resolution #1-04, the undersigned hereby applies for an Event Vendor Permit.

Name of Event: 2020 Gold Rush Challenge  
Organizer/Sponsor: Benavides Bucking Bulls LLC  
Location of Event: Elko County Fairgrounds  
Date(s) & Time of Event: 9/12/2020 9a.m - 9p.m. Total number of days: 1  
Fees: Total number of vendors requiring a license:      x \$6.00 each per day (private property) Total fee paid:       
Total number of vendors requiring a license:      x \$34.50 each (public property) Total fee paid:     

**\*\*No fee shall be charged to businesses located within the City of Elko with a current business license or for non-profit vendors. List all vendors on the back of this page.**

Under penalties of perjury, the undersigned declares that he/she is the applicant/authorized agent of the applicant in the foregoing application for license and knows the contents thereof; that those items contained in the application are true of his/her own knowledge except as to those matters stated on information and belief and as to such matters he/she believes it to be true.

\_\_\_\_\_  
Signature of Applicant/Agent

\_\_\_\_\_  
Mailing Address & Phone Number

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk/Deputy Clerk

\_\_\_\_\_  
Elko City Fire Department 775-777-7347

911 Idaho St. Elko, NV

**Reno Department of Taxation:**

Phone: 775-687-9999 Fax: 775-688-1303

Website: [www.tax.state.nv.us](http://www.tax.state.nv.us)

Email: [renoevents@tax.state.nv.us](mailto:renoevents@tax.state.nv.us)

\_\_\_\_\_  
Nevada State Health Dept. (for food vendors)  
1020 Ruby Vista Dr. Ste 103 775-753-1138

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review of bids received and subsequent public auction for the sale of approximately 3,073 square feet of City owned property located generally northeast of the intersection of Sewell Drive and Sage Street, referred to as APN 001-013-018, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 25, 2020**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **15 Minutes**
5. Background Information: **On July 28, 2020, City Council approved Resolution No. 14-20, which set forth the conditions of the public auction for the sale of City owned land. The minimum sale price must be \$14,500.00 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. A copy of Resolution No. 14-20 has been enclosed in the agenda packet for review. CL**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution No. 14-20, Notice of Adoption of Resolution 14-20, Affidavit of Posting, NRS 268.062**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Sue Smales  
1400 Sewell Drive  
Elko, NV 89801  
  
Daniel Wilson  
108 Walnut Street  
Elko, NV 89801**

**NOTICE OF ADOPTION OF CITY OF ELKO**  
**RESOLUTION NO. 14-20 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 the Elko Convention Center, 700 Moren Way, or at such other place as the City Council shall hold its regular meeting, on Tuesday, the 25<sup>th</sup> day of August, 2020, 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 15, 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 119.46 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' West, a distance of 61.45 feet, to corner no. 2;  
Thence, North 41°49' East, a distance of 50.00 feet, to corner no. 3;  
Thence, South 48°11' East, a distance of 61.45 feet, to corner no. 4;  
Thence, South 41°49' West, a distance of 50.00 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. 14-20 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 Police Station

All bids must be in writing, sealed, addressed to the Elko City Council, and filed with the City Clerk at the City Office no later than 5:30 p.m. on the date of said 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 \$14,500.00. The minimum



price of real property proposed to be sold is \$14,500.00.

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 proposals submitted which conform to all terms and conditions specified in the resolution of intention to sell and which are made by responsible bidders, the bid which is the highest will be finally accepted, unless a higher oral bid is accepted or the City Council rejects all bids.

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

The successful bidder, upon acceptance by the City Council, shall pay the 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 incurred by the City 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, so long as the waiver does not give the bidder a competitive advantage over other bidders.

**DATED** this 29<sup>th</sup> day of July 2020.

  
**KELLY WOOLDRIDGE, City Clerk**

Publish: Elko Daily Free Press – August 7<sup>th</sup>, 14<sup>th</sup> and 21<sup>st</sup>, 2020

**CITY OF ELKO**  
**Resolution No. 14-20**

**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 3,073 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 15, 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 119.46 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' West, a distance of 61.45 feet, to corner no. 2;  
Thence, North 41°49' East, a distance of 50.00 feet, to corner no. 3;  
Thence, South 48°11' East, a distance of 61.45 feet, to corner no. 4;  
Thence, South 41°49' West, a distance of 50.00 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 \$14,500.00 as of June 29, 2020.

**WHEREAS**, the City Council held a public hearing on July 28, 2020 regarding the fair market value of the property and affirmed that the appraised value established by CBRE, Inc. of \$14,500.00 is the fair market value.

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

**WHEREAS**, the minimum price must be \$14,500.00, 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 3,073 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 August, 2020 at 5:30 o'clock p.m. at the Elko Convention Center, 700 Moren Way, Elko, Nevada, or at such other place as the City Council shall hold its regular meeting.

2. The minimum price must be \$14,500.00 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. If the City Council does not make a final acceptance of the highest bid, the City Council may, either at the same session or at any adjourned session of the same meeting held within the twenty-one (21) days next following, if it deems the action to be for the best public interest, reject any and all bids, either written or oral, and withdraw the property from sale.

8. The City is selling all its interest in and to the parcel of land described for sale subject to the above-described terms and conditions, and subject to all conditions, exceptions and reservations of record, 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, in any bid, so long as the waiver does not give the bidder a competitive advantage over other bidders.

12. **IT IS FURTHER RESOLVED THAT** upon adoption of this Resolution by the City Council and performance of and compliance with all the terms or conditions of this resolution, the City shall prepare the documents needed to effect the sale, which documents shall be signed by the Mayor and attested by the City Clerk, and this Resolution shall be in full force and effect after its adoption.

**PASSES AND ADOPTED** this 28<sup>th</sup> day of July 2020.

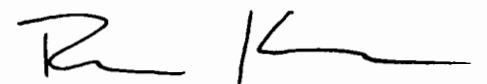
**END OF RESOLUTION AND ORDER.**

**DATED** this 28<sup>th</sup> day of July 2020.

**CITY OF ELKO**

**ATTEST:**

  
**KELLY WOOLDRIDGE**, City Clerk

By:   
**REECE KEENER**, Mayor

**VOTE:**

**AYES:** Mayor Reece Keener, Councilman Robert Schmidtlein, Councilman Bill Hance, Councilwoman Mandy Simons, Councilman Chip Stone

**NAYES:** None

**ABSENT:** None

**ABSTAIN:** None

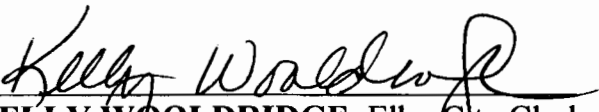
**AFFIDAVIT OF POSTING**

STATE OF NEVADA     )  
                                  )ss:  
COUNTY OF ELKO     )

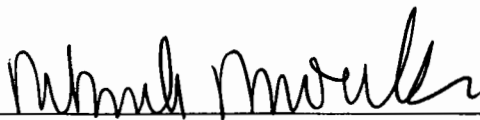
**Kelly Wooldridge**, being first duly sworn, deposes and says:

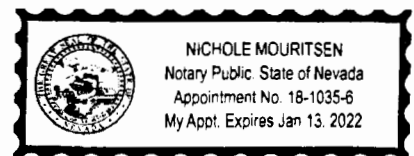
That she is and was at the time of the posting hereinafter mentioned, a citizen of the United States, over the age of majority, and the duly appointed, qualified and Acting City Clerk of the City of Elko, County of Elko, State of Nevada; that on the **29<sup>th</sup> day of July, 2020**, Affiant posted at three (3) public bulletin boards in the City of Elko, a full, true and correct copy of the attached Resolution No. 14-20 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. 14-20 and Time and place of City Council Meeting for Land Sale by Public Auction*.

**DATED** this 29<sup>th</sup> day of July, 2020.

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

**SIGNED** and **SWORN** to before me on this 29<sup>th</sup> day of July, 2020 by **Kelly Wooldridge**, Elko City Clerk.

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



**EXHIBIT A**  
**LEGAL DESCRIPTION**

A parcel of land located in the southeast quarter of the northeast quarter of Section 15, 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' West, a distance of 61.45 feet, to corner no. 2;

Thence, North 41°49' East, a distance of 50.00 feet, to corner no. 3;

Thence, South 48°11' East, a distance of 61.45 feet, to corner no. 4;

Thence, South 41°49' West, a distance of 50.00 feet, to corner no. 1, the Point of Beginning.

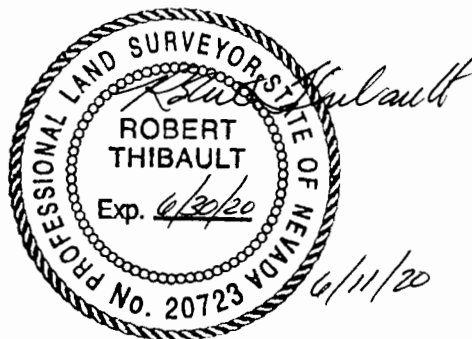
This area of land contains a total of ±3,073 square feet.

The Basis of Bearings for this description is the official map of Elko Heights Subdivision No. 2 Extension, recorded in the office of the Elko County Recorder as file no. 17144.

Description prepared by:

Robert Thibault, PE, PLS

Civil Engineer for the City of Elko





-50' 0 50' 100'



WALNUT STREET

APN: 001-013-002  
WILSON

SEWELL DRIVE

APN: 001-013-018  
CITY OF ELKO  
3,073 SF

ALLEY

APN: 001-013-016  
ANDREAS

APN: 001-013-001  
SMALES

APN: 001-013-017  
RUNKLE

SAGE STREET

S89°54'15"E  
119.44'

N00°05'45"W  
107.98'

SAGE STREET



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

*EXHIBIT B*  
*APN: 001-013-018*  
*DISPLAY MAP*

DESIGNED BY BT

CHECKED BY BT

DATE 6/11/2020

*SHEET*

*1 of 1*

(III) Parcel which is subject to a deed restriction prohibiting the use of the real property by anyone other than the person who owns real property adjacent to the real property offered for sale or lease.

(2) The State or another governmental entity if:

(I) The sale or lease restricts the use of the real property to a public use; and

(II) The governing body adopts a resolution finding that the sale or lease will be in the best interest of the city.

(f) A governing body that disposes of real property pursuant to paragraph (e) is not required to offer to reconvey the real property to the person from whom the real property was received or acquired by donation or dedication.

(g) If real property that is offered for sale or lease pursuant to this section is not sold or leased at the initial offering of the contract for the sale or lease of the real property, the governing body may offer the real property for sale or lease a second time pursuant to this section. The governing body must obtain a new appraisal or appraisals, as applicable, of the real property pursuant to the provisions of NRS 268.059 before offering the real property for sale or lease a second time if:

(1) There is a material change relating to the title, zoning or an ordinance governing the use of the real property; or

(2) The appraisal or appraisals, as applicable, were prepared more than 6 months before the date on which the real property is offered for sale or lease the second time.

(h) If real property that is offered for sale or lease pursuant to this section is not sold or leased at the second offering of the contract for the sale or lease of the real property, the governing body may list the real property for sale or lease at the appraised value or average of the appraised value if two or more appraisals were obtained, as applicable, with a licensed real estate broker, provided that the broker or a person related to the broker within the first degree of consanguinity or affinity does not have an interest in the real property or an adjoining property. If the appraisal or appraisals, as applicable, were prepared more than 6 months before the date on which the real property is listed with a licensed real estate broker, the governing body must obtain one new appraisal of the real property pursuant to the provisions of NRS 268.059 before listing the real property for sale or lease at the new appraised value.

2. If real property is sold or leased in violation of the provisions of this section:

(a) The sale or lease is void; and

(b) Any change to an ordinance or law governing the zoning or use of the real property is void if the change takes place within 5 years after the date of the void sale or lease.

(Added to NRS by 2005, 1463; A 2005, 2677, 2680, 2007, 567, 2010, 2833, 2011, 480, 2019, 1038)

**NRS 268.062 Sale or lease of certain real property at auction: Resolution declaring intention to sell or lease property; requirements; notice; procedure; deposit to cover certain costs; effect of sale or lease in violation of section.**

1. Except as otherwise provided in this section and NRS 268.048 to 268.058, inclusive, 268.063, 268.064, 278.479 to 278.4965, inclusive, and subsection 4 of NRS 496.080, except as otherwise required by federal law, except as otherwise required pursuant to a cooperative agreement entered into pursuant to NRS 277.050 or 277.053 or an interlocal agreement in existence on October 1, 2004, except if the governing body is entering into a joint development agreement for real property owned by the city to which the governing body is a party, except for a lease of residential property with a term of 1 year or less, except for the sale or lease of real property to a public utility, as defined in NRS 704.020, to be used for a public purpose and except for the sale or lease of real property larger than 1 acre which is approved by the voters at a primary or general election, the governing body shall, in open meeting by a majority vote of the members and before ordering the sale or lease at auction of any real property, adopt a resolution declaring its intention to sell or lease the real property at auction. The resolution must:

(a) Describe the real property proposed to be sold or leased in such a manner as to identify it;

(b) Specify the minimum price and the terms upon which the real property will be sold or leased; and

(c) Fix a time, not less than 3 weeks thereafter, for the auction to be held:

(1) At a public meeting of the governing body at its regular place of meeting, at which sealed bids will be received and considered; or

(2) On an Internet website or other electronic medium.

(d) If the auction is to be held on an Internet website or other electronic medium, specify:

(1) The Internet website or other electronic medium;

(2) The manner in which electronic bids will be accepted; and

(3) The period during which bids will be accepted.

2. Notice of the adoption of the resolution and of the time, place and manner of holding the auction must be given by:

(a) Posting copies of the resolution in three public places in the county not less than 15 days before the date of the meeting; and

(b) Causing to be published at least once a week for 3 successive weeks before the auction, in a newspaper qualified under chapter 238 of NRS that is published in the county in which the real property is located, a notice setting forth in bold face type:

(1) A description of the real property proposed to be sold or leased at auction in such a manner as to identify it;

(2) The minimum price of the real property proposed to be sold or leased at auction; and

(3) The places at which the resolution described in subsection 1 has been posted pursuant to paragraph (a), and any other places at which copies of that resolution may be obtained.

➡ If no qualified newspaper is published within the county in which the real property is located, the required notice must be published in some qualified newspaper printed in the State of Nevada and having a general circulation within that county.

3. If the auction is held at a meeting of the governing body:

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

(b) Before accepting any written bid, the governing body shall call for oral bids. If, upon the call for oral bidding, any responsible person offers to buy or lease the real property upon the terms and conditions specified in the resolution, for a price exceeding by at least 5 percent the highest written bid, then the highest oral bid which is made by a responsible person must be finally accepted.

(c) The governing body may, either at the same session or at any adjourned session of the same meeting held within the next 21 days:

(1) Make a final acceptance of the highest bid; or

(2) Reject any and all bids, either written or oral, and withdraw the real property from sale if the governing body deems such action to be for the best public interest.

4. If the auction is held on an Internet website or other electronic medium:

(a) At the time and place fixed in the resolution for holding the auction, any person may submit a bid in the manner and on the Internet website or other electronic medium specified in the resolution. Bidding must remain open for the period of time specified in the resolution.

(b) The city and employees of the city are not liable for the failure of a computer, laptop or tablet computer, smartphone or any other electronic medium or device, including, without limitation, hardware, software or application, computer network or Internet website, which prevents a person from participating in an auction.

(c) The governing body shall, at the next regularly scheduled meeting of the governing body after bidding has closed:

(1) Make a final acceptance of the highest bid; or

(2) If the governing body deems the action to be for the best public interest, reject any and all bids and withdraw the real property from sale or lease.

5. Any resolution of acceptance of any bid made by the governing body must authorize and direct the chair of the governing body to execute a deed or lease and to deliver it upon performance and compliance by the purchaser or lessor with all the terms or conditions of the contract which are to be performed concurrently therewith.

6. The governing body may require any person requesting that real property be sold pursuant to the provisions of this section to deposit a sufficient amount of money to pay the costs to be incurred by the governing body in acting upon the application, including the costs of publication and the expenses of appraisal. This deposit must be refunded whenever the person making the deposit is not the successful bidder. The costs of acting upon the application, including the costs of publication and the expenses of appraisal and any related costs, must be borne by the successful bidder.

7. If real property is sold or leased in violation of the provisions of this section:

(a) The sale or lease is void; and

(b) Any change to an ordinance or law governing the zoning or use of the real property is void if the change takes place within 5 years after the date of the void sale or lease.

(Added to NRS by 2005, 1465; A 2005, 2679, 2680; 2007, 568, 2011, 2835; 2011, 482; 2019, 1040)

**NRS 268.063 Sale, lease or disposal of real property for redevelopment or economic development: Requirements; effect of sale, lease or disposal in violation of section.**

1. A governing body may sell, lease or otherwise dispose of real property for the purposes of redevelopment or economic development:

(a) Without first offering the real property to the public; and

(b) For less than fair market value of the real property.

2. Before a governing body may sell, lease or otherwise dispose of real property pursuant to this section, the governing body must:

(a) As applicable, obtain an appraisal or appraisals of the property pursuant to NRS 268.059; and

(b) Adopt a resolution finding that it is in the best interests of the public to sell, lease or otherwise dispose of the property:

(1) Without offering the property to the public; and

(2) For less than fair market value of the real property.

3. If real property is sold, leased or otherwise disposed of in violation of the provisions of this section:

(a) The sale, lease or other disposal is void; and

(b) Any change to an ordinance or law governing the zoning or use of the real property is void if the change takes place within 5 years after the date of the void sale, lease or other disposal.

4. As used in this section:

(a) "Economic development" means:

(1) The establishment of new commercial enterprises or facilities within the city;

(2) The support, retention or expansion of existing commercial enterprises or facilities within the city;

(3) The establishment, retention or expansion of public, quasi-public or other facilities or operations within the city;

(4) The establishment of residential housing needed to support the establishment of new commercial enterprises or facilities or the expansion of existing commercial enterprises or facilities; or

(5) Any combination of the activities described in subparagraphs (1) to (4), inclusive,

→ to create and retain opportunities for employment for the residents of the city.

(b) "Redevelopment" has the meaning ascribed to it in NRS 279.408.

(Added to NRS by 2005, 1466; A 2005, 2680; 2007, 2837)

**NRS 268.064 Lease of building space or other real property that is less than 25,000 square feet.**

1. The governing body of a city may offer any city-owned building or any portion thereof or any other real property for lease without complying with the provisions of NRS 268.059, 268.061 and 268.062 if:

(a) The area of the building space or other real property is less than 25,000 square feet; and

(b) The governing body adopts a resolution stating that it is in the best interest of the city to lease the property:

(1) Without offering the property to the public; and

(2) For less than the fair market value of the building space or other real property, if applicable.

2. The governing body shall:

(a) Cause to be published at least once, in a newspaper qualified under chapter 238 of NRS that is published in the county in which the city-owned building or portion thereof or the other real property is located, a notice setting forth a description of the city-owned building or portion thereof or the other real property proposed to be leased in such a manner as to identify it; and

(b) Hold a public hearing on the matter not less than 10 or more than 20 days after the date of publication of the notice.

3. A lease of a city-owned building or any portion thereof or any other real property pursuant to this section may be made on such terms and conditions as the governing body of the city deems proper. The duration of such a lease must not exceed 3 years and may include an extension for not more than an additional 2 years.

(Added to NRS by 2011, 478)

**NRS 268.065 Voting machines: Rental, lease or other acquisition.** Governing bodies of incorporated cities may rent, lease or otherwise acquire voting machines in whatever manner will best serve local interests.

(Added to NRS by 1965, 615)

**MUNICIPAL PRINTING**

**NRS 268.070 Public printing to be placed with newspaper or commercial establishment within county; exceptions.**

1. Except as otherwise provided in this section and NRS 344.050, all public printing required by the various cities of this State must be placed with a bona fide newspaper or bona fide commercial printing establishment within the county in which the city is

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review of bids received and subsequent public auction for the lease of approximately 8.69 acres of City owned property located generally north of West Idaho Street, referred to as APN 006-09G-027, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 25, 2020**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **15 Minutes**
5. Background Information: **On July 28, 2020, City Council approved Resolution No. 15-20, which set forth the conditions of the public auction for the lease of City owned land. The minimum annual market rent must be \$19,000.00. A copy of Resolution No. 15-20 has been enclosed in the agenda packet for review. CL**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution No. 15-20, Notice of Adoption of Resolution 15-20, Affidavit of Posting, NRS 268.062**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Pam Lattin, Managing Member**  
    [p.lattin@canonconstructionco.com](mailto:p.lattin@canonconstructionco.com)

**NOTICE OF ADOPTION OF CITY OF ELKO**  
**RESOLUTION NO. 15-20 AND TIME AND PLACE OF CITY COUNCIL**  
**MEETING FOR LAND LEASE BY PUBLIC AUCTION**

Notice is hereby given that the Elko City Council intends to offer a ten-year (renewable) lease, by a public auction in the manner provided in the Elko City Code, Title 8, Chapter 1, as amended or supplemented, at the Elko Convention Center, 700 Moren Way, or at such other place as the City Council shall hold its regular meeting, on Tuesday, the 25<sup>th</sup> day of August, 2020, at 5:30 p.m., for the property located in the City of Elko, State of Nevada, more particularly described as follows:

A.P.N. 006-09G-027

All those certain lots, pieces, or parcels of land situate in the County of Elko, State of Nevada, more particularly described as follows:

A Tract of land in the SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  and E  $\frac{1}{2}$  SE  $\frac{1}{4}$  of Section 19, and the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 20, T. 34N., R.55E., MDB&M., more particularly described as follows:

Beginning at Corner No. 1 from which the  $\frac{1}{4}$  corner of Sections 19 and 20, T.34N., R.55E., bears S.0°15'20" E., 57.08 feet;

Thence S. 58°21'W., 667.12 feet to Corner No. 2;

Thence S.27°18'E., 2825.25 feet to Corner No. 3;

Thence N.53°46'E., 39.55 feet to Corner No. 4;

Thence N.27°18'W., 243.19 feet to Corner No. 5, also a point in the section line between Sections 19 and 20;

Thence N.0°15'20"W., 1377.08 feet along said sections line to Corner No. 1, the place of beginning.

EXCEPTING THEREFROM that portion deeded to the STATE OF NEVADA described as follows:

Beginning at a point 150.00 feet right of and measured radially from the East bound centerline of Nevada Interstate Route 80 (S.R.-1), Project I-080-4 (11) 277, at Highway Engineer's Station "DE" 642 + 13.81 P.O.C., and being further described as bearing S.50°23'30W., a distance of 653.50 feet from the East  $\frac{1}{4}$  corner of Section 19, T.34N., R.55E., MDB&M.

Thence N.27°12'29"W., along the Western boundary of the LOUIS CLARKSON property as recorded in Book 63 of Deeds, Page 99, Elko County, Nevada, on April 4, 1953, a distance of 138.71 feet to the Northwest corner of said LOUIS CLARKSON property;

Thence N. 58°17'10"E., along the Northern boundary of said LOUIS CLARKSON property, a distance of 666.48 feet to the Northeast corner of LOUIS CLARKSON;

Thence S. 46°44'54"W, along the right or Southern highway right of way line of Nevada Interstate Route 80 (S.R. -1), a distance of 691.34 feet to 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. 15-20 declaring its intention to lease the property at Public Auction. A copy of the resolution has been posted in the following three public places in Elko County:

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

All bids must be in writing, sealed, addressed to the Elko City Council, and filed with the City Clerk at the City Office no later than 5:30 p.m. on the date of said public meeting, must comply with the terms and conditions of this Notice, and must comply with Title 8, Chapter 1 of the Elko City Code, as amended or supplemented. The City has caused a market rent estimate for the property to be determined by one (1) appraiser and has held a public hearing on the matter of the annual market rent for the real property. The appraised market rent estimate for the real property being offered, which is the minimum annual rental for the rental property, is \$19,000.00.

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

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

The City Council may, either at the same session or at any adjourned session of the same meeting held within the next 21 days: (1) Make a final acceptance of the highest

bid; or (2) Reject any and all bids, either written or oral, and withdraw the real property from leasing if the City Council deems such action to be for the best public interest.

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

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

Without limiting any obligation of the lessee, execution of the lease by the City will be expressly conditioned upon prior satisfaction of the following conditions of the lessee within ten (10) business days of the date of approval of the lease by the City Council: (a) execution and delivery of the approved lease containing the lessee's signature to the City, (b) performance and compliance with all the terms or conditions of the lease which are to be performed concurrently therewith, and (c) payment all costs and expenses to the City by cash or cashier's check. Failure of the lessee to satisfy any of the foregoing requirements will result in automatic cancellation of the lease.

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

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

**DATED** this 29th day of July 2020.

  
KELLY WOOLDRIDGE, City Clerk

Publish: Elko Daily Free Press – August 7<sup>th</sup>, 14<sup>th</sup> and 21<sup>st</sup>, 2020

**CITY OF ELKO**  
**Resolution No. 15-20**

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

**WHEREAS**, the City Council has determined to proceed with the process of leasing approximately 8.69 acres of City-owned land located north of the West Idaho Street, 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. 006-09G-027

All those certain lots, pieces, or parcels of land situate in the County of Elko, State of Nevada, more particularly described as follows:

A Tract of land in the SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  and E  $\frac{1}{2}$  SE  $\frac{1}{4}$  of Section 19, and the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 20, T. 34N., R.55E., MDB&M., more particularly described as follows:

Beginning at Corner No. 1 from which the  $\frac{1}{4}$  corner of Sections 19 and 20, T.34N., R.55E., bears S.0°15'20" E., 57.08 feet;

Thence S. 58°21'W., 667.12 feet to Corner No. 2;

Thence S.27°18'E., 2825.25 feet to Corner No. 3;

Thence N.53°46'E., 39.55 feet to Corner No. 4;

Thence N.27°18'W., 243.19 feet to Corner No. 5, also a point in the section line between Sections 19 and 20;

Thence N.0°15'20"W., 1377.08 feet along said sections line to Corner No. 1, the place of beginning.

EXCEPTING THEREFROM that portion deeded to the STATE OF NEVADA described as follows:

Beginning at a point 150.00 feet right of and measured radially from the East bound centerline of Nevada Interstate Route 80 (S.R.-1), Project I-080-4 (11) 277, at Highway Engineer's Station "DE" 642 + 13.81 P.O.C., and being further described as bearing S.50°23'30W., a distance of 653.50 feet from the East  $\frac{1}{4}$  corner of Section 19, T.34N., R.55E., MDB&M.



Thence N.27°12'29"W., along the Western boundary of the LOUIS CLARKSON property as recorded in Book 63 of Deeds, Page 99, Elko County, Nevada, on April 4, 1953, a distance of 138.71 feet to the Northwest corner of said LOUIS CLARKSON property;

Thence N. 58°17'10"E., along the Northern boundary of said LOUIS CLARKSON property, a distance of 666.48 feet to the Northeast corner of LOUIS CLARKSON;

Thence S. 46°44'54W, along the right or Southern highway right of way line of Nevada Interstate Route 80 (S.R. -1), a distance of 691.34 feet to 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 annual market rent estimate of the property as follows:

An appraisal by CBRE, Inc. with an annual market rent estimate of \$19,000.00 as of June 29, 2020;

**WHEREAS**, the City Council held a public hearing on July 28, 2020 regarding the annual market rent estimate of the property and affirmed that the annual market rent estimate established by CBRE, Inc. of \$19,000.00 is the fair market value of the annual rental for the property;

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

**WHEREAS**, the minimum amount of the annual rental for the property must be \$19,000.00, payable in in monthly installments as they become due or otherwise as provided in the lease.

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

**IT IS RESOLVED AND ORDERED THAT:**

1. It is in the best interest of the City that the City-owned real property consisting of a 8.69-acre parcel of City owned land located north of West Idaho Street, Elko County, Nevada and more particularly described above, shall be offered for lease at a public auction during the

regularly held City Council Meeting on the 25th day of August, 2020 at 5:30 o'clock p.m. at the Elko Convention Center, 700 Moren Way, Elko, Nevada, or at such other place as the City Council shall hold its regular meeting.

2. The terms and conditions of the lease shall include the following:

A. The lease term shall be ten (10) years, subject to renewal for an additional five (5) years under the same terms and conditions; and

B. The annual rental for the property shall be an amount equal to or greater than \$19,000.00, which shall be payable in equal monthly payments throughout the lease term, except for portions of months, which shall be prorated.

3. In addition, within ten (10) business days of the Elko City Council's decision to award the lease, the successful bidder, upon acceptance by the City Council, shall pay the legal publication fees, the appraisal fee in the amount of ONE THOUSAND, FIVE HUNDRED DOLLARS (\$1,500.00), and all attorney fees for the preparation of the documents and other services related to this lease.

4. All bids must be in writing, sealed, addressed to the Elko City Council, and filed with the City Clerk at the City Office no later than 5:30 p.m. on the date of said public meeting, must comply with the terms and conditions of this Resolution, and must comply with Title 8, Chapter 1 of the Elko City Code, as amended or supplemented. Bids must propose an annual rental in the amount of \$19,000.00 or more. Bids that propose an amount other than an annual rental amount (e.g., monthly rental or total rent over the lease term) shall be rejected as nonconforming.

5. At the time and place fixed in this Resolution for the meeting of the City Council, all sealed bids which have been received will, in public session, be opened, examined and declared by the City Council. Of the bids submitted which conform to all terms and conditions specified in this Resolution and which are made by responsible bidders, the bid which is the highest annual rental amount equal to or greater than \$19,000.00 will be finally accepted, unless a higher oral bid is accepted at the public auction or the City Council rejects all bids in accordance with NRS 268.062(3)(a).

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

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

8. If the City Council does not make a final acceptance of the highest bid, the City

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

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

10. Without limiting any obligation of the lessee, execution of the lease by the City is expressly conditioned upon prior satisfaction of the following conditions of the lessee within ten (10) business days of the date of approval of the lease by the City Council: (a) execution and delivery of the approved lease containing the lessee's signature to the City, (b) performance and compliance with all the terms or conditions of the lease which are to be performed concurrently therewith, and (c) payment all costs and expenses to the City by cash or cashier's check. Failure of the lessee to satisfy any of the foregoing requirements shall result in automatic cancellation of the lease.

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

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

13. **IT IS FURTHER RESOLVED THAT** upon adoption of this Resolution by the City Council and performance of and compliance with all the terms or conditions of the lease which are to be performed concurrently therewith, the lease shall be signed by the Mayor and attested by the City Clerk and shall be in full force and effect after its adoption.

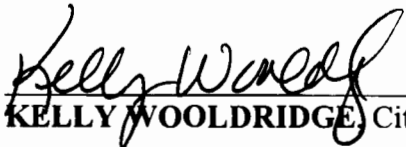
**PASSES AND ADOPTED** this 28<sup>th</sup> day of July 2020.

**END OF RESOLUTION AND ORDER.**

**DATED** this 28<sup>th</sup> day of July 2020.

**CITY OF ELKO**

**ATTEST:**

  
**KELLY WOOLDRIDGE**, City Clerk

By:   
**REECE KEENER**, Mayor

**VOTE:**

**VOTE:**

**AYES:** Mayor Reece Keener, Councilman Robert Schmittlein, Councilman Bill Hance, Councilwoman Mandy Simons, Councilman Chip Stone

**NAYES:** None

**ABSENT:** None

**ABSTAIN:** None


**AFFIDAVIT OF POSTING**

STATE OF NEVADA     )  
                                  )ss:  
COUNTY OF ELKO     )

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

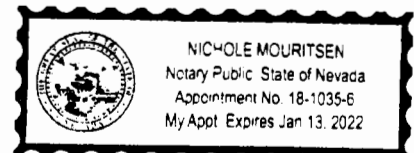
That she is and was at the time of the posting hereinafter mentioned, a citizen of the United States, over the age of majority, and the duly appointed, qualified and Acting City Clerk of the City of Elko, County of Elko, State of Nevada; that on the **29<sup>th</sup> day of July, 2020**, Affiant posted at three (3) public bulletin boards in the City of Elko, a full, true and correct copy of the attached Resolution No. 15-20 entitled *Resolution Agreeing with the Appraiser's Market Rent Estimate, Declaring Intention to Lease Land at Public Auction and Setting Date for Auction* and the attached *Notice of Adoption of City of Elko Resolution No. 15-20 and Time and place of City Council Meeting for Land Lease by Public Auction*.

**DATED** this 29<sup>th</sup> day of July, 2020.

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

**SIGNED** and **SWORN** to before me on this 29<sup>th</sup> day of July, 2020 by **Kelly Wooldridge**, Elko City Clerk.

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



(III) Parcel which is subject to a deed restriction prohibiting the use of the real property by anyone other than the person who owns real property adjacent to the real property offered for sale or lease.

(2) The State or another governmental entity if:

(I) The sale or lease restricts the use of the real property to a public use; and

(II) The governing body adopts a resolution finding that the sale or lease will be in the best interest of the city.

(f) A governing body that disposes of real property pursuant to paragraph (e) is not required to offer to reconvey the real property to the person from whom the real property was received or acquired by donation or dedication.

(g) If real property that is offered for sale or lease pursuant to this section is not sold or leased at the initial offering of the contract for the sale or lease of the real property, the governing body may offer the real property for sale or lease a second time pursuant to this section. The governing body must obtain a new appraisal or appraisals, as applicable, of the real property pursuant to the provisions of NRS 268.059 before offering the real property for sale or lease a second time if:

(1) There is a material change relating to the title, zoning or an ordinance governing the use of the real property; or

(2) The appraisal or appraisals, as applicable, were prepared more than 6 months before the date on which the real property is offered for sale or lease the second time.

(h) If real property that is offered for sale or lease pursuant to this section is not sold or leased at the second offering of the contract for the sale or lease of the real property, the governing body may list the real property for sale or lease at the appraised value or average of the appraised value if two or more appraisals were obtained, as applicable, with a licensed real estate broker, provided that the broker or a person related to the broker within the first degree of consanguinity or affinity does not have an interest in the real property or an adjoining property. If the appraisal or appraisals, as applicable, were prepared more than 6 months before the date on which the real property is listed with a licensed real estate broker, the governing body must obtain one new appraisal of the real property pursuant to the provisions of NRS 268.059 before listing the real property for sale or lease at the new appraised value.

2. If real property is sold or leased in violation of the provisions of this section:

(a) The sale or lease is void; and

(b) Any change to an ordinance or law governing the zoning or use of the real property is void if the change takes place within 5 years after the date of the void sale or lease.

(Added to NRS by 2005, 1463; A 2005, 2677, 2680; 2007, 567, 2010, 2833; 2011, 480; 2019, 1038)

**NRS 268.062 Sale or lease of certain real property at auction: Resolution declaring intention to sell or lease property; requirements; notice; procedure; deposit to cover certain costs; effect of sale or lease in violation of section.**

1. Except as otherwise provided in this section and NRS 268.048 to 268.058, inclusive, 268.063, 268.064, 278.479 to 278.4965, inclusive, and subsection 4 of NRS 496.080, except as otherwise required by federal law, except as otherwise required pursuant to a cooperative agreement entered into pursuant to NRS 277.050 or 277.053 or an interlocal agreement in existence on October 1, 2004, except if the governing body is entering into a joint development agreement for real property owned by the city to which the governing body is a party, except for a lease of residential property with a term of 1 year or less, except for the sale or lease of real property to a public utility, as defined in NRS 704.020, to be used for a public purpose and except for the sale or lease of real property larger than 1 acre which is approved by the voters at a primary or general election, the governing body shall, in open meeting by a majority vote of the members and before ordering the sale or lease at auction of any real property, adopt a resolution declaring its intention to sell or lease the real property at auction. The resolution must:

(a) Describe the real property proposed to be sold or leased in such a manner as to identify it;

(b) Specify the minimum price and the terms upon which the real property will be sold or leased; and

(c) Fix a time, not less than 3 weeks thereafter, for the auction to be held:

(1) At a public meeting of the governing body at its regular place of meeting, at which sealed bids will be received and considered; or

(2) On an Internet website or other electronic medium.

(d) If the auction is to be held on an Internet website or other electronic medium, specify:

(1) The Internet website or other electronic medium;

(2) The manner in which electronic bids will be accepted; and

(3) The period during which bids will be accepted.

2. Notice of the adoption of the resolution and of the time, place and manner of holding the auction must be given by:

(a) Posting copies of the resolution in three public places in the county not less than 15 days before the date of the meeting; and

(b) Causing to be published at least once a week for 3 successive weeks before the auction, in a newspaper qualified under chapter 238 of NRS that is published in the county in which the real property is located, a notice setting forth in bold face type:

(1) A description of the real property proposed to be sold or leased at auction in such a manner as to identify it;

(2) The minimum price of the real property proposed to be sold or leased at auction; and

(3) The places at which the resolution described in subsection 1 has been posted pursuant to paragraph (a), and any other places at which copies of that resolution may be obtained.

➔ If no qualified newspaper is published within the county in which the real property is located, the required notice must be published in some qualified newspaper printed in the State of Nevada and having a general circulation within that county.

3. If the auction is held at a meeting of the governing body:

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

(b) Before accepting any written bid, the governing body shall call for oral bids. If, upon the call for oral bidding, any responsible person offers to buy or lease the real property upon the terms and conditions specified in the resolution, for a price exceeding by at least 5 percent the highest written bid, then the highest oral bid which is made by a responsible person must be finally accepted.

(c) The governing body may, either at the same session or at any adjourned session of the same meeting held within the next 21 days:

(1) Make a final acceptance of the highest bid; or

(2) Reject any and all bids, either written or oral, and withdraw the real property from sale if the governing body deems such action to be for the best public interest.

4. If the auction is held on an Internet website or other electronic medium:

(a) At the time and place fixed in the resolution for holding the auction, any person may submit a bid in the manner and on the Internet website or other electronic medium specified in the resolution. Bidding must remain open for the period of time specified in the resolution.

(b) The city and employees of the city are not liable for the failure of a computer, laptop or tablet computer, smartphone or any other electronic medium or device, including, without limitation, hardware, software or application, computer network or Internet website, which prevents a person from participating in an auction.

(c) The governing body shall, at the next regularly scheduled meeting of the governing body after bidding has closed:

(1) Make a final acceptance of the highest bid; or

(2) If the governing body deems the action to be for the best public interest, reject any and all bids and withdraw the real property from sale or lease.

5. Any resolution of acceptance of any bid made by the governing body must authorize and direct the chair of the governing body to execute a deed or lease and to deliver it upon performance and compliance by the purchaser or lessor with all the terms or conditions of the contract which are to be performed concurrently therewith.

6. The governing body may require any person requesting that real property be sold pursuant to the provisions of this section to deposit a sufficient amount of money to pay the costs to be incurred by the governing body in acting upon the application, including the costs of publication and the expenses of appraisal. This deposit must be refunded whenever the person making the deposit is not the successful bidder. The costs of acting upon the application, including the costs of publication and the expenses of appraisal and any related costs, must be borne by the successful bidder.

7. If real property is sold or leased in violation of the provisions of this section:

(a) The sale or lease is void; and

(b) Any change to an ordinance or law governing the zoning or use of the real property is void if the change takes place within 5 years after the date of the void sale or lease.

(Added to NRS by 2005, 1465; A 2005, 2679, 2680; 2007, 568, 2011, 2835; 2011, 482; 2019, 1040)

**NRS 268.063 Sale, lease or disposal of real property for redevelopment or economic development: Requirements; effect of sale, lease or disposal in violation of section.**

1. A governing body may sell, lease or otherwise dispose of real property for the purposes of redevelopment or economic development:

(a) Without first offering the real property to the public; and

(b) For less than fair market value of the real property.

2. Before a governing body may sell, lease or otherwise dispose of real property pursuant to this section, the governing body must:

(a) As applicable, obtain an appraisal or appraisals of the property pursuant to NRS 268.059; and

(b) Adopt a resolution finding that it is in the best interests of the public to sell, lease or otherwise dispose of the property:

(1) Without offering the property to the public; and

(2) For less than fair market value of the real property.

3. If real property is sold, leased or otherwise disposed of in violation of the provisions of this section:

(a) The sale, lease or other disposal is void; and

(b) Any change to an ordinance or law governing the zoning or use of the real property is void if the change takes place within 5 years after the date of the void sale, lease or other disposal.

4. As used in this section:

(a) "Economic development" means:

(1) The establishment of new commercial enterprises or facilities within the city;

(2) The support, retention or expansion of existing commercial enterprises or facilities within the city;

(3) The establishment, retention or expansion of public, quasi-public or other facilities or operations within the city;

(4) The establishment of residential housing needed to support the establishment of new commercial enterprises or facilities or the expansion of existing commercial enterprises or facilities; or

(5) Any combination of the activities described in subparagraphs (1) to (4), inclusive,

→ to create and retain opportunities for employment for the residents of the city.

(b) "Redevelopment" has the meaning ascribed to it in NRS 279.408.

(Added to NRS by 2005, 1466; A 2005, 2680; 2007, 2837)

**NRS 268.064 Lease of building space or other real property that is less than 25,000 square feet.**

1. The governing body of a city may offer any city-owned building or any portion thereof or any other real property for lease without complying with the provisions of NRS 268.059, 268.061 and 268.062 if:

(a) The area of the building space or other real property is less than 25,000 square feet; and

(b) The governing body adopts a resolution stating that it is in the best interest of the city to lease the property:

(1) Without offering the property to the public; and

(2) For less than the fair market value of the building space or other real property, if applicable.

2. The governing body shall:

(a) Cause to be published at least once, in a newspaper qualified under chapter 238 of NRS that is published in the county in which the city-owned building or portion thereof or the other real property is located, a notice setting forth a description of the city-owned building or portion thereof or the other real property proposed to be leased in such a manner as to identify it; and

(b) Hold a public hearing on the matter not less than 10 or more than 20 days after the date of publication of the notice.

3. A lease of a city-owned building or any portion thereof or any other real property pursuant to this section may be made on such terms and conditions as the governing body of the city deems proper. The duration of such a lease must not exceed 3 years and may include an extension for not more than an additional 2 years.

(Added to NRS by 2011, 478)

**NRS 268.065 Voting machines: Rental, lease or other acquisition.** Governing bodies of incorporated cities may rent, lease or otherwise acquire voting machines in whatever manner will best serve local interests.

(Added to NRS by 1965, 615)

**MUNICIPAL PRINTING**

**NRS 268.070 Public printing to be placed with newspaper or commercial establishment within county; exceptions.**

1. Except as otherwise provided in this section and NRS 344.050, all public printing required by the various cities of this State must be placed with a bona fide newspaper or bona fide commercial printing establishment within the county in which the city is

**LEASE AGREEMENT**  
**(Parking, Equipment and Materials Storage Yard)**

THIS LEASE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between the CITY OF ELKO, a special charter municipal corporation and political subdivision of the State of Nevada, hereinafter referred to as "Lessor," and \_\_\_\_\_, hereinafter referred to as "Lessee."

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

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

**SECTION 1**  
**PROPERTY**

1.01 Description. Lessor does hereby lease to Lessee, and the Lessee does hereby lease from Lessor, that certain parcel of land situate, lying and being on West Idaho Street, City of Elko, State of Nevada (APN 006-09G-027), consisting of 8.69 acres, more or less, and which parcel (hereinafter "Leased Premises") is more particularly described on **Exhibit A** attached hereto and shown on the map at **Exhibit B**, which are made a part hereof by this reference.

**SECTION 2**  
**TERM OF LEASE**

2.01 Term. This Lease Agreement shall begin \_\_\_\_\_, 2020 and continue for a period of ten (10) years thereafter, ending at midnight on \_\_\_\_\_, 202\_\_ (hereinafter the "Initial Term"), unless sooner terminated as in this Lease Agreement provided.

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



option on or before such date, this option shall terminate on that date, time being of the essence. The Initial Term and any extension thereto are collectively referred to herein as the "Term."

### **SECTION 3**

#### **RENT**

3.01 Monthly Rent. Lessee agrees to pay to Lessor as rent for the Leased Premises for the sum of \$\_\_\_\_\_ per year.

3.02 Initial Payment of Rent. Upon execution of this Lease, Lessee agrees to pay to Lessor as rent for the premises an initial prorated sum of \$\_\_\_\_\_ for the corresponding fraction of the first month of the Lease and \$\_\_\_\_\_ per month thereafter, subject to annual increases as set forth in Section 3.03, below, payable on the first day of each and every month during the Term.

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

### **SECTION 4**

#### **USE OF LEASED PREMISES**

4.01 Uses Prohibited. It is agreed between Lessor and Lessee that the Lessee shall use the Leased Premises only for parking, including parking associated with park and ride activities and the storage of equipment and materials typically used in the construction trade and no other use shall be made of the Leased Premises without the prior approval of the Lessor.

### **SECTION 5**

#### **LESSEE'S RESPONSIBILITIES**

5.01 Maintenance of Leased Premises. The Lessee shall maintain the Leased Premises in accordance with the highest standards applicable to parking, including parking associated with park and ride activities and the storage of equipment and materials. The Lessee shall maintain the Leased Premises in a clean, neat and sanitary condition.

5.02 Loss/Theft/Damage. The Lessee shall be responsible for the loss or theft of and damage to all of its property on the Leased Premises. The City of Elko shall have no liability for the theft or loss of or damage to the Lessee's property, and as a material

consideration for this Lease, the City of Elko, and its officers, supervisors, agents and employees are hereby released and discharged from all claims, demands and liability therefor.

5.03 Access. Lessee shall be responsible for access to and from the Leased Premises, , and Lessor shall have no responsibility therefor. Lessee acknowledges that as of the Effective Date, the Nevada Department of Transportation (NDOT) does not permit access from State Route 535 (West Idaho Street) to the Leased Premises. Lessee is solely responsible for obtaining permission from NDOT to access the Leased Premises and for complying with all conditions of such access if permission is granted by NDOT. Lessor does not represent that NDOT will permit access to the Leased Premises from State Route 535 (West Idaho Street) and the failure of Lessee to obtain such access will not relieve Lessee of its obligations under this Lease. Lessor agrees to cooperate with Lessee, in Lessee's efforts to obtain access to State Route 535 (West Idaho Street). Such cooperation is restricted to minimal administrative duties such as, but not limited to accepting an access permit from NDOT as the property owner. Such cooperation excludes any activities including but not limited to, legal fees, cost of improvements required by NDOT for granting access and the cost of maintaining any access improvements required by NDOT.

## **SECTION 6**

### **REMOVAL OF PROPERTY UPON TERMINATION OF LEASE**

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

## **SECTION 7**

### **INDEMNIFICATION AND HOLD HARMLESS**

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

## **SECTION 8**

### **CONDUCT BY LESSEE**

8.01 Compliance with Applicable Laws. Lessee shall conduct and handle the Leased Premises in a lawful and orderly manner and shall comply with all city, county, state and federal laws, rules, regulations, ordinances and codes, as well as administrative rules and regulations governing the use of property and conduct of operations at Elko Regional Airport. A copy of the Elko Regional Airport Rules and Regulations is attached hereto as **Exhibit C**.

## **SECTION 9**

### **WASTE**

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

## **SECTION 10**

### **(INTENTIONALLY OMITTED)**

## **SECTION 11**

### **DEFAULT AND TERMINATION**

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

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

## **SECTION 12**

### **QUIET POSSESSION**

12.01 Lessee's Right to Occupy. The Lessee, upon making the payments herein provided for and in the manner provided, and complying with each, every and all of the terms, clauses and covenants of this Lease, shall have the sole right and option of occupying the Leased Premises under the terms of this Lease during the full term herein

provided, without any let or hindrance by said Lessor.

### **SECTION 13**

#### **IMPROVEMENTS**

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

### **SECTION 14**

#### **AIRPORT MASTER PLAN**

14.01 Termination of Lease. The Lessee understands that the Lessor has a master plan at the airport, that the master plan is subject to amendment, and that changes to the matters set forth in this lease may become necessary as a result. Lessee, accordingly, covenants and agrees, notwithstanding any provisions of this Lease to the contrary, that the Lessor may terminate this Lease at any time during the term of this Lease, or any renewable extension thereof, by written notice mailed or delivered to Lessee as provided in Section 19.04 hereof, and upon any such termination, the Lessee shall within thirty (30) days from the date of such notice of termination, vacate the Leased Premises, surrender this Lease in the premises, and remove from the Leased Premises all of Lessee's property.

### **SECTION 15**

#### **ASSIGNMENT**

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

### **SECTION 16**

#### **LIENS / ENCUMBRANCES**

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

**SECTION 17**  
**(INTENTIONALLY OMITTED)**

**SECTION 18**  
**INSPECTION**

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

**SECTION 19**  
**ADDITIONAL TERMS**

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

19.02 Abandonment. In the event the Lessee abandons the Leased Premises, the Lease shall immediately terminate without further notice and any personal property remaining on the Leased Premises shall become the property of Lessor. For purposes of this Section 19.02, "abandonment" shall occur when either Lessee notifies Lessor that it has abandoned the Leased Premises or Lessee does not use the Leased Premises for parking associated with park and ride activities and the storage of equipment and materials for a period of ninety (90) days.

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

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

CITY OF ELKO:

Elko Regional Airport Manager  
City of Elko

1751 College Avenue  
Elko, NV 89801

LESSEE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

**IN WITNESS WHEREOF**, the parties have caused this Lease to be executed on the day and year first above written.

**LESSOR:**

**CITY OF ELKO**

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

ATTEST:

\_\_\_\_\_  
Kelly Wooldridge, City Clerk

**LESSEE:**

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

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

## **RULES AND REGULATIONS**

### **Exhibit C**

#### **CHAPTER I**

#### **GENERAL PROVISIONS**

##### **SECTION 1. Definitions**

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

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

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

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

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

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

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

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

##### **SECTION 2. Airport Director**

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

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

2. Coordinates the development and negotiation of airport leases, contracts and



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

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

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

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

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

### **SECTION 3. Rules and Regulations**

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

### **SECTION 4. Special Events**

Special events, such as air shows, air races, fly-ins, sky diving and all events requiring the general use of the airport, other than normal or routine airport traffic, shall be held only

upon the prior approval of the Airport Director, and on such dates, in such areas and upon such terms and conditions as shall be specified by the Airport Director.

#### **SECTION 5.       Public Use**

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

#### **SECTION 6.       Common Use Area**

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

#### **SECTION 7.       Vehicular Traffic**

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

#### **SECTION 8.       Advertising**

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

**SECTION 9. Acceptance of Rules By Use**

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

**SECTION 10. Operators to Keep Rules Available**

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

**CHAPTER II**  
**AIRPORT OPERATIONS AND AIRPORT TRAFFIC**

**SECTION 1. General**

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

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

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

**SECTION 2. Ground Rules**

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

2. No aircraft shall be parked or stored at the Elko Regional Airport unless it is

properly tied down and secured in place. It shall be the sole responsibility of the aircraft owner or pilot to tie down or secure said aircraft at all times required by these rules and regulations or as requested by the Airport Director. Owners of all aircraft shall be held solely responsible for any damage or loss resulting from the failure of such owner or pilot of such aircraft to comply with this rule.

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

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

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

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

### **SECTION 3. Fire Regulations**

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

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

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

## **CHAPTER III**

### **AIRPORT OPERATORS, LEASES, AND CONCESSIONS**

**SECTION 1. Business Activities.**

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

**SECTION 2. Application.**

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

**SECTION 3. Action on Application.**

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

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

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

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

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

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

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

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

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

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

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

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

14. Nothing contained herein shall be construed to prohibit the City Council from

granting or denying, for any reason it deems sufficient, an application to do business on the airport for the purpose of selling, furnishing or establishing non-aviation products and supplies or any service or business of a non-aeronautical nature, or the application by a person for an area on the airport for the personal non-profit use of such person.

#### **SECTION 4.        Supporting Documents**

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

#### **SECTION 5.        Airport License and Leases Non-Transferable**

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

#### **SECTION 6.        Tie-down Rates**

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

#### **SECTION 7.        Refuse**

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

#### **SECTION 8.        Approval of Construction**

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

#### **SECTION 9.        Operation Area.**

No person authorized to operate on or conduct business activities on the airport shall conduct any of its business or activities on any area except those specified by the City

Council, or the Airport Director, and the leased areas.

#### **SECTION 10. Fixed Base Operator**

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

#### **SECTION 11. Waiver of Chapter III**

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

#### **SECTION 12. Business Name**

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

#### **SECTION 13. Damage Repair by The City**

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

### **CHAPTER IV PENALTIES**

#### **SECTION 1. General**

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



and its facilities pending appeal or presentation of the matter to the City Council.

## **SECTION 2. Appeals**

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

## **SECTION 3. Enforcement**

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

# **CHAPTER V**

## **GOVERNMENT AGREEMENTS**

## **SECTION 1. War or National Emergency**

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

**Exhibit D**

Additional Terms Required  
by FAA Safety/Compliance Inspector

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

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

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

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

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

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

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

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

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

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

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

operation on the Elko Regional Airport.

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

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

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

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

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

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible adoption of Resolution No. 17-20, a resolution of the Elko City Council, amending the Elko City Master Plan, specifically amending: 1) the Proposed Future Land Use Plan Atlas Map 8 on six parcels of land located on S. 5<sup>th</sup> Street generally between Carlin Court and S. 9<sup>th</sup> Street; 2) the Land Use Section to add RO (Residential Office) as a corresponding zoning under the Downtown Mixed-Use land use designation; and 3) the Proposed Future Land Use Plan Atlas Map 8 on one parcel located at the western terminus of Rocky Road, filed as Elko City Master Plan Amendment No. 2-20, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 25, 2020**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **15 Minutes**
5. Background Information: **On August 4, 2020 the Planning Commission adopted its Resolution No. 2-20 to amend the Proposed Future Land Use Plan Atlas Map 8 and the RO (Residential Office) Land Use Section of the current Elko City Master Plan as outlined above. An amendment of this type requires positive action by both the Planning Commission and the City Council. If the City Council suggests any changes to the Master Plan amendment as adopted by the Planning Commission, the Master Plan must first go back to the Planning Commission for review and approval. MR**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution, P.C. Action Report, P.C. Resolution, Staff Report, and related correspondence**
9. Recommended Motion: **Adopt Resolution No. 17-20**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Planning Commission, Legal Review**
12. Council Action:
13. Agenda Distribution:

**CITY OF ELKO  
RESOLUTION NO. 17-20**

**A RESOLUTION OF THE ELKO CITY COUNCIL AMENDING THE ELKO  
CITY MASTER PLAN, SPECIFICALLY AMENDING: 1) THE PROPOSED  
FUTURE LAND USE PLAN ATLAS MAP 8, AND 2) THE LAND USE  
COMPONENT (CORRESPONDING ZONING DISTRICTS).**

WHEREAS, the Elko City Council conducted a public hearing on proposed changes to parts of the Elko City Master Plan in accordance with Nevada Revised Statutes, Section 278.220 and the Elko City Code, Section 3-4-13, and

WHEREAS, the Elko City Council received public input, examined documents and materials related to amending the Proposed Future Land Use Plan (Atlas Map 8) and the Land Use Component (Corresponding Zoning Districts), of the Elko City Master Plan, and reviewed the previous action taken by the Planning Commission pertaining to the Master Plan amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE ELKO CITY COUNCIL that amended portions of the Elko City Master Plan within Proposed Future Land Use Plan (Atlas Map 8) and the Land Use Component (Corresponding Zoning Districts), and that the amendments to the Elko City Master Plan attached hereto at Exhibits 1 through 3 are hereby adopted.

All previous versions of the amended portions of Elko City Master Plan, and all resolutions or parts of resolutions in conflict herewith are hereby repealed.

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

PASSED AND ADOPTED this \_\_\_ day of August 2020.

CITY OF ELKO

By: \_\_\_\_\_  
REECE KEENER, MAYOR

ATTEST:

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

VOTE:

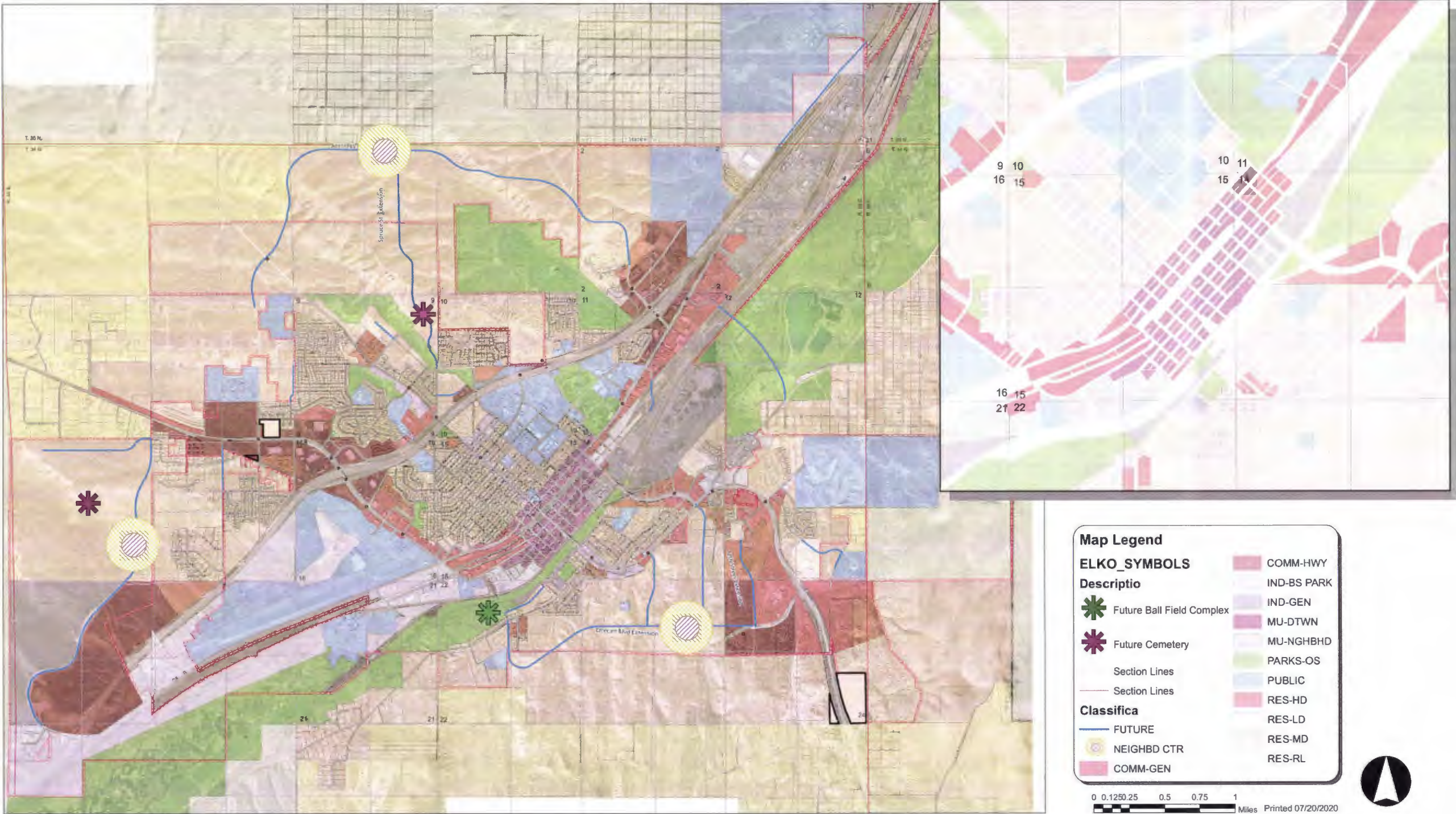
AYES:

NAYS:

ABSENT:

ABSTAIN:







- RMH Mobile Home Residential
- PUD Planned Unit Development
- C General Commercial

## **General Commercial**

This designation includes general commercial land uses with a community-wide focus, together with certain compatible, permitted non-commercial uses. This designation generally features commercial businesses and buildings of varying size and scale with a focus on meeting the needs of the local community. Typical uses may include grocery stores, supermarkets, restaurants, retail sales businesses, service providers (such as banks), and professional offices. Uses of land must comply with the Elko City Code, and must be compatible with, and not frustrate, this Master Plan's goals and policies.

Corresponding zoning districts:

- C General Commercial
- CC Convenience Commercial
- CT Commercial Transitional
- PC Planned Commercial
- IC Industrial Commercial

## **Highway Commercial**

This designation includes general commercial land uses with a community-wide and regional focus. This designation features large-scale commercial buildings, automotive dealerships, drive-through restaurants, large-footprint retail stores, and similar type land uses appropriate for highway and arterial frontages. This designation and its uses are not intended to compete with downtown or neighborhood commercial areas, and is focused on the regional market. Uses of land must comply with the Elko City Code, and must be compatible with, and not frustrate, this Master Plan's goals and policies.

Corresponding zoning districts:

- PC Planned Commercial
- C General Commercial
- CC Convenience Commercial
- IC Industrial Commercial

## **Downtown Mixed Use**

This land use designation includes land uses that are located in or close to the historic downtown area. The area will capitalize on the existing fabric of the downtown and its walkable grid system. Mixed-use allows for a variety of land uses, and configurations. Housing or office use may be located within the same structure, with retail use primarily on the first floor. Housing options within this land use designation will be predominantly composed of high density multi-family housing including

apartments, townhomes, condominiums, etc. Uses of land must comply with the Elko City Code, and must be compatible with, and not frustrate, this Master Plan's goals and policies.

Corresponding zoning districts:

- C            General Commercial (with revisions)
- RO          Residential Office

### **Neighborhood Mixed Use**

Neighborhood Mixed-Use are areas designated on the Elko Future Land Use Map intended for higher density residential development combined with neighborhood scale commercial activity. This designation features commercial uses such as grocery stores, corner stores, coffee shops, bookstores, video rentals, barber shops, hair salons, bakeries and bicycle repair. The Master Plan Land Use Map identifies several general locations for Neighborhood Mixed-Use development.

Housing within this designation will range from higher density multi-family housing around the commercial core of the neighborhoods to medium density residential development away from the core. Uses of land must comply with the Elko City Code, and must be compatible with, and not frustrate, this Master Plan's goals and policies.

Corresponding zoning districts:

- CC            Convenience Commercial
- CT            Commercial Transitional
- RB            Residential Business

### **General Industrial**

This land use designation includes light to heavy industrial type land uses as well as some of the more intense commercial uses. Land use activity in this category may include research and development, clean technology assembly and production as well as more intense industrial uses. It should be noted that these uses have some impact on surrounding areas in terms of noise, odor, dust or other nuisances that would likely extend beyond the property lines. Uses of land must comply with the Elko City Code, and must be compatible with, and not frustrate, this Master Plan's goals and policies.

Corresponding zoning districts:

- LI            Light Industrial
- IC            Industrial Commercial
- GI            General Industrial

### **Business Park Industrial**

This land use designation identifies future employment centers, and specifically those targeting high-technology, research, education, and

**ELKO CITY PLANNING COMMISSION  
RESOLUTION NO. 2-20**

**A RESOLUTION OF THE ELKO CITY PLANNING COMMISSION  
AMENDING THE ELKO CITY MASTER PLAN BY UPDATING THE  
PROPOSED FUTURE LAND USE PLAN (ATLAS MAP 8) AND THE LAND USE  
COMPONENT (CORRESPONDING ZONING DISTRICTS)**

WHEREAS, the Elko City Planning Commission conducted a public hearing in accordance with Nevada Revised Statutes, Section 278.210 and the Elko City Code, Section 3-4-12, and

WHEREAS, the Elko City Planning Commission received public input, and reviewed and examined documents and materials related to amending the Proposed Future Land Use Plan (Atlas Map 8) and the Land Use Component (Corresponding Zoning Districts) of the Elko City Master Plan.

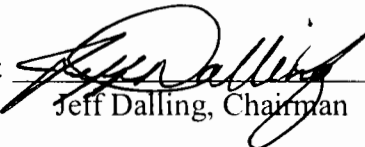
NOW, THEREFORE, BE IT RESOLVED by the Elko City Planning Commission that amended portions of the Elko City Master Plan within the Proposed Future Land Use Plan (Atlas Map 8) and the Land Use Component (Corresponding Zoning Districts) are attached hereto as Exhibit 1 and 2, and that the amendments to the Elko City Master Plan attached hereto as Exhibit 1 and 2, are hereby adopted.


All previous versions of the amended portions of Elko City Master Plan, and all resolutions or parts of resolutions in conflict herewith are hereby repealed.

An attested copy of the Elko Planning Commission's report on the aforementioned changes and additions to the Elko City Master Plan shall be filed with the Elko City Council within forty (40) days of this Resolution.

The amendment to the Elko City Master Plan attached hereto as Exhibit 1 and 2, or any portion thereof, shall be effective upon adoption by the Elko City Council.

PASSED AND ADOPTED this 4th day of August 2020 by a vote of not less than two-thirds of the membership of the Planning Commission per NRS 278.210 (3) and Elko City Code Section 3-4-12 (B).

By: \_\_\_\_\_  
Jeff Dalling, Chairman

Attest: \_\_\_\_\_  
Tera Hooiman, Secretary

AYES: Chairman Jeff Dalling, Vice-Chairman Evi Buell, Commissioner Tera Hooiman, Commissioner John Anderson, Commissioner Stefan Beck, Commissioner Gratton Miller

NAYS:

ABSENT:

ABSTAIN:



**City of Elko**  
**1751 College Avenue**  
**Elko, NV 89801**  
**(775) 777-7160**  
**FAX (775) 777-7119**

## **CITY OF ELKO STAFF REPORT**

**REPORT DATE:** July 20, 2020  
**PLANNING COMMISSION DATE:** August 4, 2020  
**AGENDA ITEM NUMBER:** I.A.4.  
**APPLICATION NUMBER:** Master Plan Amendment 2-20

Review, consideration, and possible adoption of Resolution 2-20 containing amendments to the City of Elko Master Plan, specifically amending: 1) the Proposed Future Land Use Plan Atlas Map 8 on six parcels of land located on S. 5<sup>th</sup> Street generally between Carlin Court and S. 9<sup>th</sup> Street; 2) the Land Use Section to add RO (Residential Office) as a corresponding zoning under the Downtown Mixed-Use land use designation; and 3) the Proposed Future Land Use Plan Atlas Map 8 on one parcel located at the western terminus of Rocky Road, and matters related thereto. **FOR POSSIBLE ACTION**

### **STAFF RECOMMENDATION:**

Move to adopt Resolution 2-20, containing amendments to the City of Elko Master Plan; directing that an attested copy of the foregoing parts, amendments, extensions of and/or additions to the Elko City Master Plan be certified to the City Council; further directing that an attested copy of this Commission's report on the proposed changes and additions shall have be filed with the City Council; and recommending to City Council to adopt said amendments by resolution.

### **PROPOSED CHANGE #1**

#### **BACKGROUND**

M&M Tile, located at 815 S. 5<sup>th</sup> Street, applied for a Parcel Map to move the lot line between two parcels. During the review process, it was discovered that the current zoning of the property, General Commercial, is not a corresponding zoning for the existing Master Plan designation of Residential – Medium Density.

A Master Plan Amendment was determined to be needed because the Master Plan requires that the zoning of individual parcels conform with the Master Plan land use designation. As a general practice throughout Nevada, if these designations do not match, the project cannot be approved or a condition of approval must be placed on the project that a Master Plan Amendment occur. In this instance, a condition of approval was added to the Parcel Map.

Once Staff began looking more closely at this area of town, it was discovered that many parcels surrounding S. 5<sup>th</sup> Street/Lamoille Highway have conflicting zoning and Master Plan designations. The proposed changes below are just to those parcels within the same block as M&M Tile. Further Master Plan Amendments for other parcels in the area may be forthcoming.



## EXISTING CONDITIONS

As seen on the map below, the parcels in questions are zoned General Commercial and Residential. Surrounding properties to the west and south are also zoned General Commercial, while the parcels to the north are zoned Residential – Special Area, and the parcels to the east are zoned Residential.

Current Zoning



There are currently a mix of uses in the neighborhood along S. 5<sup>th</sup> Street/Lamoille Highway in this area. The six parcels in question include a City of Elko fire station, two tile companies, and vacant land. Mobile home parks exist in most of the surrounding area.

For the most part, the existing zoning districts make sense for this neighborhood and are not proposed to change, with the exception of the parcel containing the fire station. A future Zone Change will need to be processed by Staff at a later time.

The map below shows the existing Master Plan Designations for the same neighborhood. All of the properties surrounding the subject parcels are classified as Residential – Medium Density with the exception of those across S. 5<sup>th</sup> Street/Lamoille Highway, which are designated as Mixed-Use Neighborhood. In addition, there is an area designated as General Commercial approximately 500 feet east of 9<sup>th</sup> Street along Lamoille Highway.



## Current MP Designation



## PROPOSED CHANGES

In order to clean up the multiple discrepancies between the Master Plan designations and Zoning districts of these six parcels, multiple changes are needed. These are outlined below:

APN	Use	Current Zoning	Current Master Plan	Proposed Master Plan
001-472-014	Fire Station	General Commercial	Residential-Medium Density	Public
001-472-013	Commercial	General Commercial	Residential-Medium Density	General Commercial
001-472-015	Vacant	General Commercial	Residential-Medium Density	General Commercial
001-472-012	Commercial	General Commercial	Residential-Medium Density	General Commercial
001-473-001	Vacant	General Commercial	Mixed-Use Neighborhood	General Commercial
001-740-010	Vacant	Residential	Mixed-Use Neighborhood	Residential-Medium Density



The map below shows the proposed changes to the Master Plan designation of each parcel.

Proposed MP Designation



These changes will bring these parcels into compliance between their existing zoning districts and the proposed land use designations (with the exception of the fire station discussed above).

#### JUSTIFICATION

The City of Elko has not adopted findings to be met by Master Plan Amendments. However, other jurisdictions throughout Nevada use some variation of the following findings when reviewing Master Plan Amendments. These are useful when considering the proposed changes.

1. The amendment/project will provide for orderly physical growth of the City, enhance the urban core, and foster safe, convenient, and walkable neighborhoods and shopping districts.

Creating consistency between zoning and Master Plan designations aides in the growth of the City by keeping the intended use of these parcels clear for future development. Inconsistencies create confusion and delay projects, which can ultimately keep somebody from building on a parcel.



2. The amendment/project conforms to the adopted population plan and ensures an adequate supply of housing, including affordable housing.

The proposed change does not have a significant impact on housing or population because most of the parcels under consideration for this change are currently being used for commercial uses. One vacant parcel is proposed to become new Medium-Density Residential land, which offsets the loss of the same designation on four of the smaller parcels.

3. There has been a change in the area or conditions on which the current designation was based which warrants the amendment.

No change has occurred. The amendment is warranted simply as a means to create consistency between the zoning and land use categories.

4. The density and intensity of the proposed Master Plan Amendment is sensitive to the existing land uses and is compatible with the existing adjacent land use designations.

The uses and density permitted under the new Master Plan designations does not change because the Master Plan is being changed to match the existing uses on the parcels.

5. There are, or are planned to be, adequate transportation, recreation, utility, and other facilities to accommodate the uses and density permitted by the proposed Master Plan designation.

The proposed change to the Master Plan designations does not increase the need for facilities such as transportation, recreation, and utilities. With the exception of some street improvements, which would be installed with the development of the vacant parcels, all facilities are already in place to serve this area.

6. The proposed change is in substantial conformance with the goals and policies of the Master Plan and other adopted plans and policies.

The proposed changes to each property's Master Plan designation is in substantial conformance with the following objective:

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

In addition, the proposed amendment conforms with all other adopted plans and policies within the City of Elko.

## **PROPOSED CHANGE #2**

### **BACKGROUND**

Throughout the years, the City of Elko has approved several Zone Changes for individual lots along the south side of Court Street from R (Residential) to RO (Residential Office). The current Master Plan designation of these properties is Downtown Mixed-Use, which does not support the Residential Office

**Zoning.** Staff feels that Residential Office is a highly compatible use based on the character of the existing neighborhood, but by allowing these zoning changes, the City is technically creating an inconsistency between the Zoning and the Master Plan.

Staff has discussed the option of transforming Court Street into a district similar to what has previously been done along 5<sup>th</sup> Street. However, the Master Plan designation found along the north side of Court Street (Residential – Medium Density) already allows for the use of Residential Office zoning. Therefore, it would be a much easier process (while achieving the same result as a district) to change the Master Plan to allow for Residential Office zoning in the Downtown Mixed-Use land use designation.

#### EXISTING CONDITIONS

As seen in the description below, page 18 of the Land Use section of the Master Plan currently lists only General Commercial as a corresponding zoning district under the Downtown Mixed-Use designation.

##### **Downtown Mixed Use**

This land use designation includes land uses that are located in or close to the historic downtown area. The area will capitalize on the existing fabric of the downtown and its walkable grid system. Mixed-use allows for a variety of land uses, and configurations. Housing or office use may be located within the same structure, with retail use primarily on the first floor. Housing options within this land use designation will be predominantly composed of high density multi-family housing including apartments, townhomes, condominiums, etc. Uses of land must comply with the Elko City Code, and must be compatible with, and not frustrate, this Master Plan's goals and policies.

##### Corresponding zoning districts:

- C General Commercial (with revisions)

Based on this, the highlighted properties below are not in conformance with the Master Plan.



## PROPOSED CHANGES

The proposed change is simply to include Residential Office as a corresponding zoning district under the Downtown Mixed-Use designation, as shown below.

<b>Downtown Mixed Use</b>	
This land use designation includes land uses that are located in or close to the historic downtown area. The area will capitalize on the existing fabric of the downtown and its walkable grid system. Mixed-use allows for a variety of land uses, and configurations. Housing or office use may be located within the same structure, with retail use primarily on the first floor. Housing options within this land use designation will be predominantly composed of high density multi-family housing including apartments, townhomes, condominiums, etc. Uses of land must comply with the Elko City Code, and must be compatible with, and not frustrate, this Master Plan's goals and policies.	
Corresponding zoning districts:	
• C	General Commercial (with revisions)
• RO	Residential Office

This change will bring the properties in question into conformance with the Master Plan and allow for future Zone Changes to Residential Office.

## JUSTIFICATION

The City of Elko has not adopted findings to be met by Master Plan Amendments. However, other jurisdictions throughout Nevada use some variation of the following findings when reviewing Master Plan Amendments. These are useful when considering the proposed changes.

1. The amendment/project will provide for orderly physical growth of the City, enhance the urban core, and foster safe, convenient, and walkable neighborhoods and shopping districts.

The proposed amendment to include Residential Office as a corresponding zoning district under Downtown Mixed-Use directly enhances the urban core and provides for convenient mixed-use districts. The existing office uses already in place and the encouragement of future residential office uses will enhance the existing neighborhood and bring a more diverse set of uses. These office uses will further increase sales tax to the City.

2. The amendment/project conforms to the adopted population plan and ensures an adequate supply of housing, including affordable housing.

The proposed change does not remove any current housing stock, but does allow single-family residences to be converted to office uses in the future, which are currently located within the Downtown Mixed-Use designation. There are only a handful of properties, which would fall into this category so the impact to the overall housing supply in the City of Elko would be negligible.

3. There has been a change in the area or conditions on which the current designation was based which warrants the amendment.

Allowing the Residential Office zoning district within the Downtown Mixed-Use land use category not only cleans up inconsistencies on the parcels discussed above, but also allows for a wider array of uses. The Downtown Mixed-Use designation currently only allows for one zoning district (General Commercial). However, a true mixed-use area should allow for a variety of zoning districts to create the most successful neighborhood possible. With residential offices and mixed-use gaining popularity throughout the country, this proposed change would open up several additional properties within the City for this type of use.

4. The density and intensity of the proposed Master Plan Amendment is sensitive to the existing land uses and is compatible with the existing adjacent land use designations.

Allowing the Residential Office zoning district within the Downtown Mixed-Use designation is directly compatible with, and sensitive to, the existing land uses and designations. The parcels that are currently incompatible with the Master Plan will become compatible. There are several existing parcels zoned for Residential Office across Court Street where Residential Office is already a compatible zoning district under the Residential Medium Density designation found there.

5. There are, or are planned to be, adequate transportation, recreation, utility, and other facilities to accommodate the uses and density permitted by the proposed Master Plan designation.

The proposed change to the Master Plan does not increase the need for facilities such as transportation, recreation, and utilities. These facilities are already in place throughout this area of the City. In addition, the density of any future parcels zoned Residential Office will not increase above what is already in place, eliminating the need for any additional facilities in the future.

6. The proposed change is in substantial conformance with the goals and policies of the Master Plan and other adopted plans and policies.

Allowing Residential Office as a corresponding zoning district under the Downtown Mixed-Use district is in substantial conformance with the following objectives:

- Objective 4: Consider a mixed-use pattern of development for the downtown area, and for major centers and corridors, to ensure the area's adaptability, longevity, and overall sustainability.
- Objective 6: Encourage multiple scales of commercial development to serve the needs of the region, the community, and individual neighborhoods.

In addition, the proposed amendment conforms with all other adopted plans and policies within the City of Elko.



### **PROPOSED CHANGE #3**

#### **BACKGROUND**

The United States Department of Veterans Affairs has been searching for a site in or around Elko to serve as a new veteran's cemetery. After considering several parcels, the group decided that the parcel at the western terminus of Rocky Road (APN 001-01A-012) would work best for their needs.

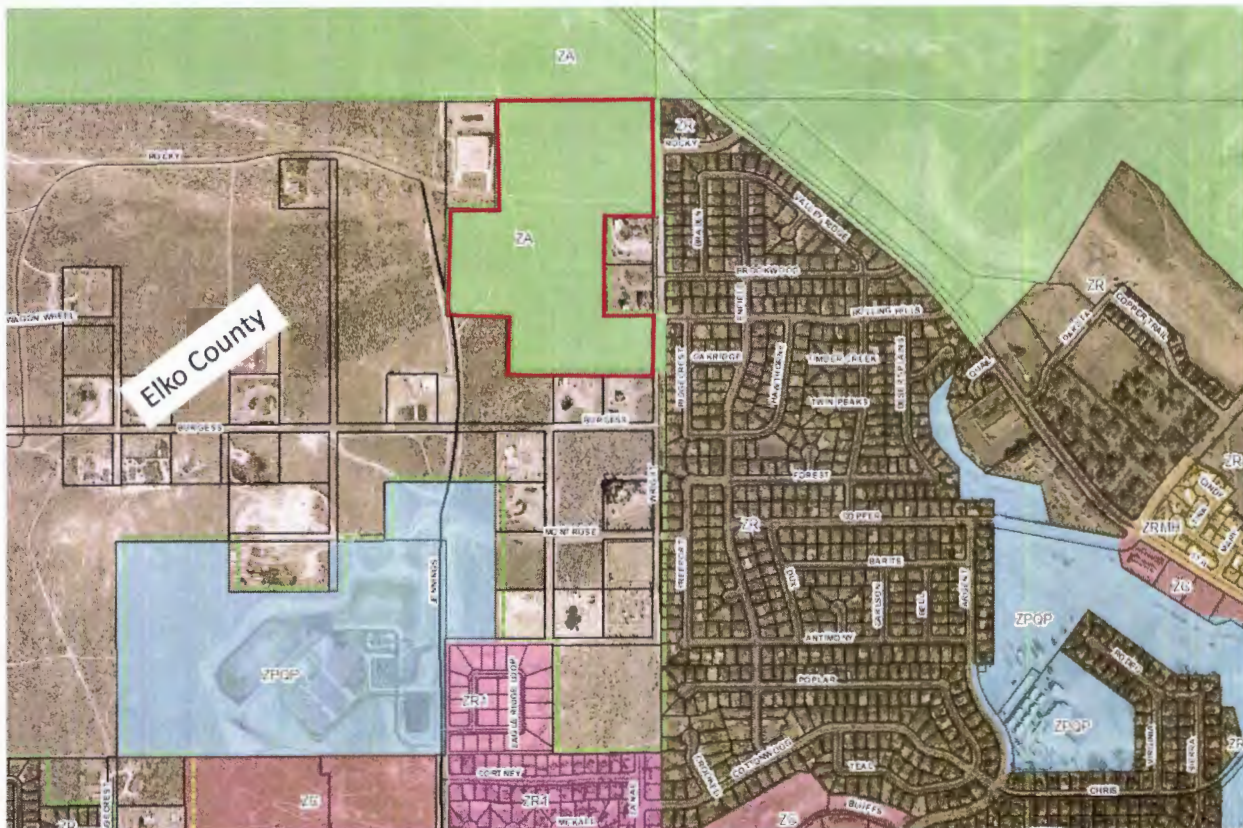
To begin the process, the City of Elko created a Parcel Map to divide the 38.086-acre parcel into four parcels of various sizes. During review of this Parcel Map, Staff discovered that one of those lots does not conform with the minimum required lot size for the current zoning designation. The Zoning Code requires that all newly created lots comply with the development standards for its current zoning. If a Parcel Map contains a non-compliant parcel, the Parcel Map cannot be approved.

Therefore, Staff determined that a Master Plan Amendment and Zone Change are required prior to the approval of the proposed Parcel Map.

#### **EXISTING CONDITIONS**

As seen on the map below, the parcel in question is zoned General Agriculture. Surrounding properties to the north are also zoned General Agriculture, while the properties to the east are zoned Single-Family and Multiple-Family Residential. The areas to the west and south of the site are within Elko County. Further to the south, back within City Limits, consists of Public/Quasi-Public and Single-Family Residential districts.

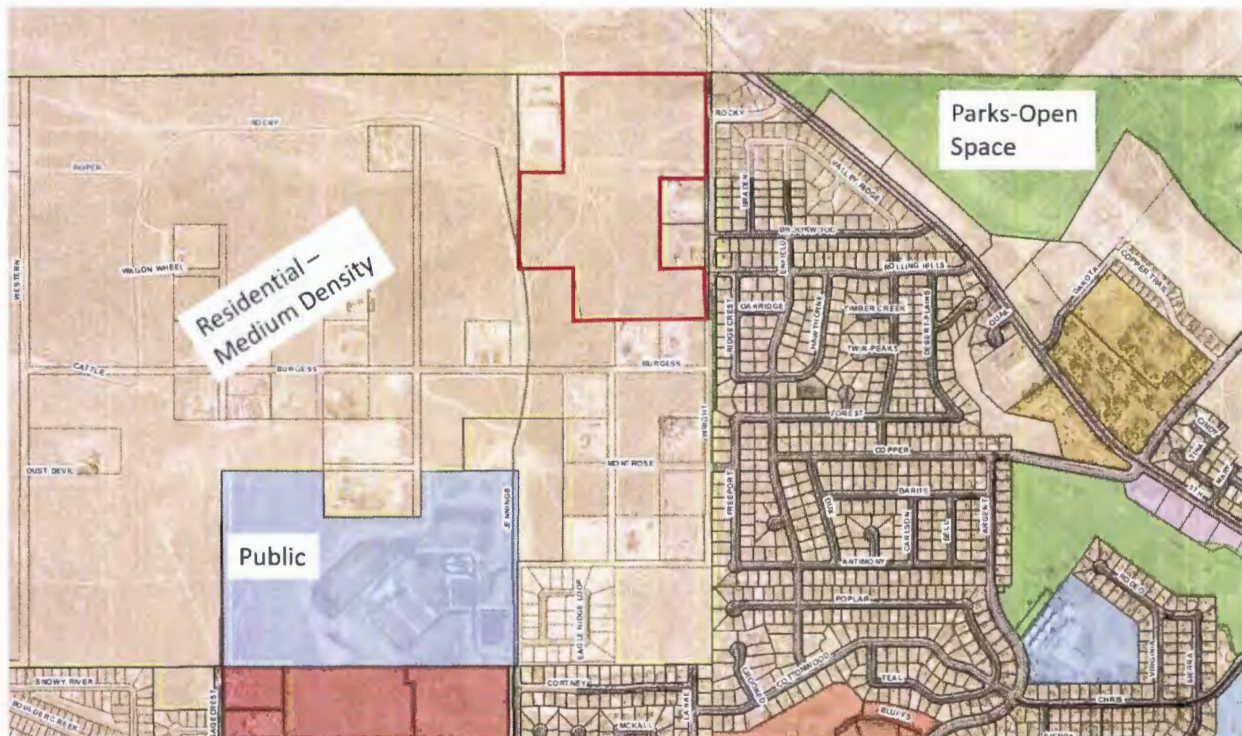
Current Zoning





The map below shows the existing Master Plan Designations for the same neighborhood. All of the properties surrounding the subject parcel are classified as Residential – Medium Density. When the Master Plan was approved, a large portion of this area was envisioned as being developed into single-family residences.

Current MP Designation



## PROPOSED CHANGES

The map below shows the proposed changes to the Master Plan designation of the subject parcel. The Public designation was chosen based on the anticipated uses of the four proposed sites. These uses include cemetery and a support facility for the Elko County School District. A corresponding Zone Change to Public/Quasi-Public is also being processed. If prior to development, the anticipated uses change, further amendments may be needed.





change would ultimately reduce the amount of residential development in the City and reduce the future property tax potential. However, as mentioned above, if the surrounding Elko County properties are ever annexed into the City of Elko, the loss of this parcel will be mitigated.

3. There has been a change in the area or conditions on which the current designation was based which warrants the amendment.

There have been no changes in the area itself or overall conditions that warrant this amendment other than the fact that the US Department of Veteran's Affairs has requested to purchase the property for a cemetery. No other parcels they considered met the criteria.

4. The density and intensity of the proposed Master Plan Amendment is sensitive to the existing land uses and is compatible with the existing adjacent land use designations.

Overall, the proposed amendment is compatible with existing adjacent land use designations. Cemeteries are allowed in and adjacent to residentially designated parcels, such as currently exists in another portion of town.

5. There are, or are planned to be, adequate transportation, recreation, utility, and other facilities to accommodate the uses and density permitted by the proposed Master Plan designation.

As the proposed parcels develop, all public improvements will be required.

6. The proposed change is in substantial conformance with the goals and policies of the Master Plan and other adopted plans and policies.

The proposed change to the property's Master Plan designation is in substantial conformance with the following objective:

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

In addition, the proposed amendment conforms with all other adopted plans and policies within the City of Elko.



**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to adopt Resolution No. 18-20, a resolution of the Elko City Council, adopting a change in zoning district boundaries from AG (General Agriculture) to PQP (Public, Quasi-Public) Zoning District, approximately 38.09 acres of property, filed by City of Elko, and processed as Rezone No. 2-20, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 25, 2020**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **The Planning Commission considered the Subject Zone Change Request on August 4, 2020, and took action to forward a recommendation to City Council to adopt a resolution, which approves Rezone No. 2-20. CL**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution, P.C. action report, Staff Report and related correspondence**
9. Recommended Motion: **Adopt Resolution No. 18-20**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission, Legal Counsel**
12. Council Action:
13. Agenda Distribution:

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

**CITY OF ELKO  
RESOLUTION NO. 18-20**

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

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

WHEREAS, the Elko City Council has received and reviewed the application submitted by the City of Elko (petitioner), together with any public input, supporting data and evidence, and the previous action taken by the Planning Commission pertaining to Rezone Application No. 2-20.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE ELKO CITY COUNCIL that Rezone Application No. 2-20, involving a change in zoning from A (General Agriculture) to PQP (Public-Quasi, Public) Zoning District involving approximately 38.09 acres of property located generally north and south of Rocky Road, west of Wright Way, and east of Jennings Way, more particularly described in Exhibit A and shown on the map at Exhibit B attached hereto is hereby adopted.

IT IS FURTHER RESOLVED AND ORDERED that this Resolution shall be signed by the Mayor and attested to by the City Clerk.

PASSED AND ADOPTED this \_\_ day of \_\_\_\_\_, 2020.

CITY OF ELKO

By: \_\_\_\_\_  
REECE KEENER, MAYOR

ATTEST:

\_\_\_\_\_  
KELLY C. WOOLDRIDGE, CITY CLERK

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

**Exhibit A**

APN 001-01A-012  
LEGAL DESCRIPTION

A parcel of land being all of Patent from the United States of America to City of Elko, Nevada, Patent Number 27-2006-005, and recorded November 8, 2005, as Document Number 543305, Official Records of Elko County, Nevada, located within the Northeast Quarter of Section 8, Township 34 North, Range 55 East, MDM, being more particularly described as follows:

Beginning at the Northeast corner of said Section 8;

thence along the East boundary of said Section 8 South 00°03'18" West a distance of 664.58 feet to the Northeast corner of the NE1/4SE1/4NE1/4NE1/4 of said Section 8;

thence departing said East boundary along the North boundary of said NE1/4SE1/4NE1/4NE1/4 South 89°37'46" West a distance of 332.86 feet to the Northwest corner of said NE1/4SE1/4NE1/4NE1/4;

thence departing said North boundary and along the East boundary of the W1/2SE1/4NE1/4NE1/4 South 00°03'04" West a distance of 664.60 feet to the Southeast corner of said W1/2SE1/4NE1/4NE1/4;

thence departing said East boundary and along the South boundary of the SE1/4SE1/4NE1/4NE1/4 of said Section 8 North 89°37'35" East a distance of 332.82 feet to the Northeast corner of the N1/2NE1/4SE1/4NE1/4 of said Section 8 and being a point on the East boundary of said Section 8;

thence departing said South boundary and along said East boundary South 00°03'18" West a distance of 332.29 feet to the Southeast corner of said N1/2NE1/4SE1/4NE1/4;

thence departing said East boundary and along the South boundary of said N1/2NE1/4SE1/4NE1/4 South 89°37'30" West a distance of 665.58 feet to the Southeast corner of the NE1/4NW1/4SE1/4NE1/4 of said Section 8;

thence departing said South boundary and along the South boundary of said NE1/4NW1/4SE1/4NE1/4 South 89°37'30" West a distance of 332.79 feet to the Southwest corner of said NE1/4NW1/4SE1/4NE1/4;

thence departing said South boundary and along the West boundary of said NE1/4NW1/4SE1/4NE1/4 North 00°02'34" East a distance of 332.31 feet to the Northwest corner of said NE1/4NW1/4SE1/4NE1/4;

thence departing said West boundary and along the South boundary of the SW1/4NE1/4NE1/4 of said Section 8 South 89°37'35" West a distance of 332.82 feet to the Southwest corner of said SW1/4NE1/4NE1/4;

thence departing said South boundary and along the West boundary of said SW1/4NE1/4NE1/4 North 00°02'20" East a distance of 664.64 feet to the Northwest corner of said SW1/4NE1/4NE1/4;

thence departing said West boundary and along the North boundary of said SW1/4NE1/4NE1/4 North 89°37'46" East a distance of 332.86 feet to the Southwest corner of the E1/2NW1/4NE1/4NE1/4 of said Section 8;

thence departing said North boundary and along the West boundary of said E1/2NW1/4NE1/4NE1/4 North 00°02'34" East a distance of 664.63 feet to the Northwest corner of said E1/2NW1/4NE1/4NE1/4, also being a point on the North boundary of said Section 8;

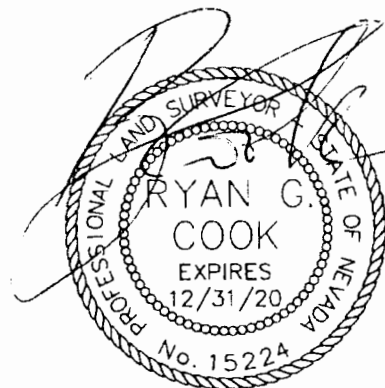
thence departing said West boundary and along said North boundary North 89°37'56" East a distance of 332.91 feet to the Northwest corner of said NE1/4SE1/4NE1/4NE1/4;

thence continuing along said North boundary North 89°37'56" East a distance of 665.82 feet to the Point of Beginning.

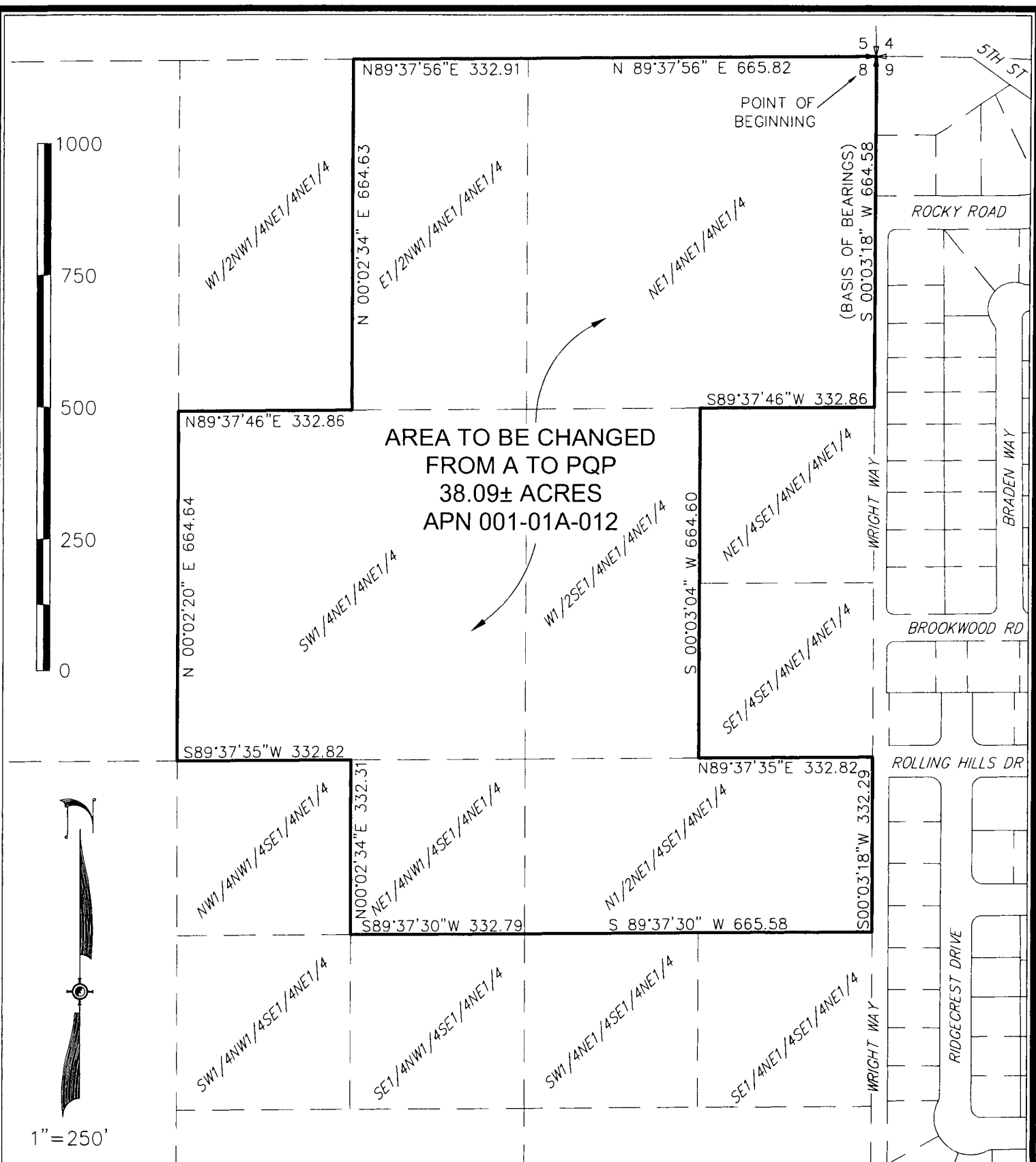
Said parcel contains an area of approximately 38.09 acres.

Basis of Bearings: THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 55 EAST, MDM, TAKEN AS SOUTH 00°03'18" WEST, BEING THE SAME AS NATIONAL SPATIAL REFERENCE SYSTEM 2007 (NSRS2007) EPOCH 2007.00 HOLDING THE NGS APRIL, 2008 PUBLISHED LATITUDE, LONGITUDE AND ELLIPSOID HEIGHT OF N40° 51' 38.57413", W115° 45' 09.58441" AND 5047.334 FEET FOR THE CITY OF ELKO CORS.

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



6-23-2020



DISPLAY MAP FOR  
ZONE CHANGE  
APN 001-01A-012

SCALE 1" = 250'



SHEET  
1  
OF  
1



# CITY OF ELKO

## Planning Department

Website: [www.elkocity.com](http://www.elkocity.com)  
Email: [planning@elkocitynv.gov](mailto:planning@elkocitynv.gov)

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

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### CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of August 4, 2020

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on August 4, 2020 under Public Hearing format in accordance with notification requirements contained in N.R.S. 278.260 and Elko City Code Section 3-2-21:

Rezone No. 2-20, filed by the City of Elko, for a change in zoning from AG (General Agriculture) to PQP (Public, Quasi-Public) Zoning District, approximately 38.09 acres of property, to allow for the proposed development of a veterans cemetery and other future public uses, and matters related thereto.


The subject property is generally located north and south of Rocky Road, approximately 520' west of N. 5th Street. (APN 001-01A-012)

NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwarded a recommendation to City Council to adopt a resolution which approves Rezone No. 2-20.

The Planning Commission's findings to support its recommendation are the proposed zone district is not in conformance with the Land Use Component of the Master Plan. Master Plan Amendment 2-20 has been initiated and with approval, it will bring the zone amendment into conformance with the Master Plan Land Use Component. The proposed zone district is compatible with the Transportation Component of the Master Plan and is consistent with the future transportation infrastructure. The property is not located within the Redevelopment Area. The proposed zone district and resultant land use is in conformance with City Wellhead Protection Plan. The proposed zone district is in conformance with Elko City Code Section 3-2-4(B). The proposed zone district is in conformance with Elko City Code 3-2-8. The application is in conformance with Elko City Code 3-2-21. The proposed zone district is not located in a designated Special Flood Hazard Area (SFHA). Development under the proposed zone district will not adversely impact natural systems, or public/federal lands such as waterways, wetlands, drainages, flood plains etc., or pose a danger to human health and safety.

  
Cathy Laughlin, City Planner

Attest:

  
Shelby Archuleta, Planning Technician

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

**STAFF COMMENT FLOW SHEET**  
**PLANNING COMMISSION AGENDA DATE: 8/4**

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

Title: Rezone No. 2-20  
Applicant(s): City of Elko  
Site Location: APN 001-01A-012, N+S of Rocky Rd, W of Wright Way + E of Jennings  
Current Zoning: AG Date Received: 7/8 Date Public Notice: 7/21  
COMMENT: This is to rezone APN 001-01A-012 from General Agriculture to Public, Quasi-Public.

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

Assistant City Manager: Date: 7/27/20  
Recommend approval as presented by staff

SAW

Initial

City Manager: Date: 7/29/20  
No comments/concerns.

CC

Initial





City of Elko  
1751 College Avenue  
Elko, NV 89801  
(775) 777-7160  
FAX (775) 777-7119

## **CITY OF ELKO STAFF REPORT**

**MEMO DATE:** July 20, 2020  
**PLANNING COMMISSION DATE:** August 4, 2020  
**APPLICATION NUMBER:** REZONE 2-20  
**APPLICANT:** City of Elko  
**PROJECT DESCRIPTION:**

A rezone from (AG) General Agriculture to (PQP) Public, Quasi-Public initiated by the City of Elko Planning Commission.



### **STAFF RECOMMENDATION:**

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

## **PROJECT INFORMATION**

**PARCEL NUMBER:** 001-01A-012

**PARCEL SIZE:** 38.086 acres

**EXISTING ZONING:** AG- General Agriculture

**MASTER PLAN DESIGNATION:** (RES- MD) Residential Medium Density

**EXISTING LAND USE:** Undeveloped

### **NEIGHBORHOOD CHARACTERISTICS:**

- The property is surrounded by:
  - North: Agriculture / Undeveloped
  - West: Elko County / Undeveloped
  - South: Elko County / Partially developed
  - East: Residential (R) / Developed

### **PROPERTY CHARACTERISTICS:**

- The area is currently undeveloped.
- The area has mild sloping.
- The area is accessed from Jennings Way, Rocky Road and Wright Way.

### **MASTER PLAN AND CITY CODE SECTIONS:**

Applicable Master Plans and City Code Sections are:

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

### **BACKGROUND:**

1. City Council took action at their January 14, 2020 meeting approving an access agreement between the City of Elko and United States of America, by and through the U.S. Department of Veterans Affairs for a portion of this property.
2. The U.S. Department of Veterans Affairs is proposing to purchase the internal 15 acres of this parcel for a future VA Cemetery.
3. A Parcel Map application has been submitted to split the parcel into 4 parcels. With the current zoning, one of the parcels would not meet the minimum acreage of 5 acres. Therefore, the parcel map cannot be approved with the current zoning.
4. Elko Planning Commission initiated a Master Plan amendment at their July 7, 2020

meeting to amend the land use designation from medium density residential to public.

### **MASTER PLAN:**

#### **Land use:**

1. Land Use is shown as Medium Density Residential.
2. PQP is not a supporting zoning district for medium density residential.
3. Planning Commission initiated an amendment to the Master Plan Land Use Atlas 8 at their July 7, 2020 meeting with a proposal from medium density residential to public. If this amendment is approved, it would bring the master plan into conformance with the zone amendment. Planning Commission will be hearing the resolution for the Master Plan amendment at their August 4, 2020 meeting.
4. Objective 8: Encourage new development that does not negatively impact County-wide natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains etc., or pose a danger to human health and safety.

The proposed zone district is not in conformance with the Land Use Component of the Master Plan. With the approval of Master Plan Amendment 2-20, it will be in conformance.

#### **Transportation:**

1. The area will be accessed from Rocky Road, Jennings Way and Wright Way.
2. Jennings Way is classified in the Transportation Component as a minor arterial with it being a major arterial once roadway is connected.
3. Rocky Road is classified as a Residential Collector and Wright Way as a local residential.
4. All three access roads are undeveloped and will be a condition of the future development.

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

### **ELKO REDEVELOPMENT PLAN:**

The property is not located within the Redevelopment Area.

### **ELKO WELLHEAD PROTECTION PLAN:**

1. The property sits outside any capture zone for the City of Elko wells.

The proposed zone district is in conformance with wellhead protection plan.

### **SECTION 3-2-4 Establishment of Zoning Districts:**

1. No building, structure or land shall hereafter be used or occupied and no building or structure or part thereof shall hereafter be erected, constructed, moved, or structurally altered, unless in conformity with all regulations specified in this subsection for the district in which it is located.
2. No building or other structure shall hereafter be erected or altered:
  - a. To exceed the heights required by the current City Airport Master Plan;
  - b. To accommodate or house a greater number of families than as permitted in this chapter;

- c. To occupy a greater percentage of lot area; or
  - d. To have narrower or smaller rear yards, front yards, side yards or other open spaces, than required in this title; or in any other manner contrary to the provisions of this chapter.
3. No part of a required yard, or other open space, or off street parking or loading space, provided in connection with any building or use, shall be included as part of a yard, open space, or off street parking or loading space similarly required for any other building.
  4. No yard or lot existing on the effective date hereof shall be reduced in dimension or area below the minimum requirements set forth in this title. The property meets the area requirements for the proposed zone district.

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

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

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

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

**SECTION 3-2-21:**

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

**SECTION 3-8:**

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

**FINDINGS:**

1. The proposed zone district is not in conformance with the Land Use Component of the Master Plan. Master Plan Amendment 2-20 has been initiated and with approval, it will bring the zone amendment into conformance with the Master Plan Land Use Component.
2. The proposed zone district is compatible with the Transportation Component of the Master Plan and is consistent with the future transportation infrastructure.
3. The property is not located within the Redevelopment Area.
4. The proposed zone district and resultant land use is in conformance with City Wellhead Protection Plan.
5. The proposed zone district is in conformance with Elko City Code Section 3-2-4(B).
6. The proposed zone district is in conformance with Elko City Code Section 3-2-8.
7. The application is in conformance with Elko City Code 3-2-21.
8. The proposed zone district is not located in a designated Special Flood Hazard Area (SFHA).

9. Development under the proposed zone district will not adversely impact natural systems, or public/federal lands such as waterways, wetlands, drainages, floodplains etc., or pose a danger to human health and safety.

**STAFF RECOMMENDATION:**

Staff recommends this item be APPROVED.

# Rezone 2-20 - City of Elko - CC

YPNO	assess_nam	address1	address2	mcity	mzip
00609J003	AIAZZI STANLEY G & JOYCE L TR	3477 WRIGHT WAY		ELKO, NV	89801-
00161G024	ANDERSON LINCOLN D & RAELYNN M	402 ROLLING HILLS DR		ELKO, NV	89801-2440
00161I085	AQUINO TEODORO & NELIDA E	2754 SHADOW RIDGE DR		ELKO, NV	89801-7920
00609J004	ARANGUENA BRIAN & JENNIFER	696 BURGESS LN		ELKO, NV	89801-4490
00161G022	BALLARD, TEAH & CHARLES	312 ROLLING HILLS DR		ELKO, NV	89801-
00161G010	BELL SHAWN L & NATALYA N TR	3537 RIDGECREST DR		ELKO, NV	89801-2450
00161I090	BHAKTA DIVIESH S & JYOTI	500 W OAK ST		ELKO, NV	89801-2970
00161I088	BURROWS STEPHEN R & CHELSEA E	3726 WRIGHT WAY		ELKO, NV	89801-4400
00161I009	CARSUD JENNIFER	3715 BRADEN WAY		ELKO, NV	89801-4400
00161E014	CASTENADA JESUS	3513 RIDGECREST DR		ELKO, NV	89801-8490
00161G008	CERVANTES SAUL C	3529 RIDGECREST DR		ELKO, NV	89801-2450
00161G007	CHEAH TEEPIN	3525 RIDGECREST DR		ELKO, NV	89801-2450
00161I089	CONLEY SCOTT P & AMANDA M	3724 WRIGHT WAY		ELKO, NV	89801-
00161I012	CRUTCHER ALANA LYNN TR	3711 BRADEN WAY		ELKO, NV	89801-4400
00161I001	CURTIS COLBY B & KATHRYN A TR	3720 WRIGHT WAY		ELKO, NV	89801-4400
00161I002	EDWARDS NICOLE & CHAD	3719 BRADEN WAY		ELKO, NV	89801-4400
00161I072	ELKO CITY OF - <b>NO P.C.</b>	1755 COLLEGE AVE		ELKO, NV	89801-3400
00161G013	ESPINEL RODOLFO	8345 NW 66TH ST PMB A1180		MIAMI, FL	33166-2620
00161I086	FAIMAN CHRISTOPHER S	3729 BRADEN WAY		ELKO, NV	89801-4400
00161I019	FELIX-SAUCEDO RAUL	3707 BRADEN WAY		ELKO, NV	89801-4400
00161I041	FIDDES, JENNIFER & CRAIG	315 BROOKWOOD DR		ELKO, NV	89801-
00161E015	FLEURY LAWRENCE L JR & FAYE	3517 RIDGECREST DR		ELKO, NV	89801-8490
00161E018	FRAZIER WHITNEY B & BRANDON	3516 RIDGECREST DR		ELKO, NV	89801
00161I074	GILLESPIE CHRISTINA L & MICHAEL K	392 ROCKY RD		ELKO, NV	89801
00161G009	GILLINS DANIEL D	3533 RIDGECREST DR		ELKO, NV	89801-2450
00161I097	HABERMAN KELSEY & TAYLOR	3726 BRADEN WAY		ELKO, NV	89801
00161E013	HATCH MARGARET E	3509 RIDGECREST DR		ELKO, NV	89801-8490
00161I087	HEBERLEIN ERICA	FERNANDEZ HECTOR	3727 BRADEN WAY	ELKO, NV	89801-
00161I092	HERNANDEZ RAFAEL JR	3723 BRADEN WAY		ELKO, NV	89801-4400
00161G012	JONES ALAN R & GERALYN T	314 OAKRIDGE DR		ELKO, NV	89801-2440
00161G002	KAISER DAVID E & SALLY J	3527 ENFIELD AVE		ELKO, NV	89801-8480
00161I043	KINTERKNECHT MICHAEL R	KINTERKNECHT, TERRA L	3608 WRIGHT WAY	ELKO, NV	89801-4400
00161I011	LATTIN DANIEL D & PATRICIA	3712 WRIGHT WAY		ELKO, NV	89801-4400

00161E017	LEHMAN IAN W	3520 RIDGECREST DR	ELKO, NV	89801-8490
00161G023	MANNING SHALENE & RILEY	466 JUNIPER ST #3	ELKO, NV	89801
00161G004	MARIN PABLO & ROSALIE	309 OAKRIDGE DR	ELKO, NV	89801-2440
00609J002	MENDIVE TONI L	PO BOX 2227	ELKO, NV	89803-2220
00161I073	MEZA J ABELINO & MARIA P	396 ROCKY RD	ELKO, NV	89801-
00161I022	NEFF JASON M	310 BROODWOOD DR	ELKO, NV	89801-2300
00161I076	NELSON KEVIN R & CAMMIE L	384 ROCKY RD	ELKO, NV	89801-
00161I091	NIELSON DAVID BOYD TR	3722 WRIGHT WAY	ELKO, NV	89801-4400
00161I093	ORDAZ ARTHUR A & TAMMY L	3722 BRADEN WAY	ELKO, NV	89801-4410
00161I008	PIMENTAL MICHAEL	3716 BRADEN WAY	ELKO, NV	89801-4410
00161I042	PINEDA-MARQUEZ ADRIAN	319 BROOKWOOD RD	ELKO, NV	89801-2300
00161I020	PUCKETT JAMES ROBERT & DARLA ANN	3708 WRIGHT WAY	ELKO, NV	89801
00609J001	REESE LERAY & PATSY TR	425 ROCHE RD	ELKO, NV	89801-8490
00161G025	RIGBY SHARON R	3540 RIDGECREST DR	ELKO, NV	89801-2450
00161I040	RUSSELL, HERSHEL	311 BROOKWOOD RD	ELKO, NV	89801-
00161G006	SANTTI GLENN L & JULIE A	3524 RIDGECREST DR	ELKO, NV	89801-2450
00101D001	SECTION FIVE ASSOCIATES LLC	C/O MARK PARIS	215 BLUFFS AVE STE 300	ELKO, NV
00609J032	SIERRA PACIFIC POWER CO	PO BOX 10100	RENO, NV	89520-0020
00161G011	SIMPSON MARCUS JOHN	3541 RIDGECREST DR	ELKO, NV	89801-2450
00161I096	SPACKMAN DANA	3724 BRADEN WAY	ELKO, NV	89801-4410
00161I010	STITZEL BRANDI ANJULI	3716 WRIGHT WAY	ELKO, NV	89801-
00161I021	SYME SCOTT & MARCELLA	3704 WRIGHT WAY	ELKO, NV	89801-
00161I084	TALAMANTES FRANCISCO J	TALAMANTES, VERONICA	3730 WRIGHT WAY	ELKO, NV
006090900	USA } 1pc	C/O BLM-SUPPORT SERVICES AP	3900 E IDAHO ST	ELKO, NV
00101B001	USA }	C/O BLM-SUPPORT SERVICES AP	3900 E IDAHO ST	ELKO, NV
00161G005	VAN KIRK BRUCE & PATRICIA	3528 RIDGECREST DR	ELKO, NV	89801-2450
00161I003	VERA FERNANDO & KARA A	3720 BRADEN WAY	ELKO, NV	89801-4410
00161E016	VORWALLER ROBERT L TR	3521 RIDGECREST DR	ELKO, NV	89801-8490
00161I075	WALL JENNIFER & OWEN	388 ROCKY RD	ELKO, NV	89801
00161I083	WEBB STEVE A & TINA M	3731 BRADEN WAY	ELKO, NV	89801-
00161I082	ZACARIAS PEDRO	369 GARRETT CT	ELKO, NV	89801-8440

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Postmarked 8/14/20

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Elko City Council will conduct a series of public hearings on Tuesday, August 25, 2020 beginning at 5:30 P.M. P.D.S.T. utilizing GoToMeeting.com , and that the public is invited to provide input and testimony on these matters under consideration via the virtual meeting at <https://global.gotomeeting.com/join/376076485>

The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone at: <https://global.gotomeeting.com/join/376076485>. You can also dial in using your phone at **+1 (571) 317-3122**. The **Access Code** for this meeting is **376-076-485**.

Members of the public that do not wish to use GoToMeeting may call in at **(775)777-0590**. Comments can also be emailed to [cityclerk@elkocitynv.gov](mailto:cityclerk@elkocitynv.gov)

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

- Rezone No. 2-20, having a hearing as Resolution No. 18-20, filed by the City of Elko, for a change in zoning from AG (General Agriculture) to PQP (Public, Quasi-Public) Zoning District, approximately 38.09 acres of property, specifically APN 001-01A-012, located generally north and south of Rocky Road, approximately 520' west of N. 5<sup>th</sup> Street, more particularly described as:

A parcel of land being all of Patent from the United States of America to City of Elko, Nevada, Patent Number 27-2006-005, and recorded November 8, 2005, as Document Number 543305, Official Records of Elko County, Nevada, located within the Northeast Quarter of Section 8, Township 34 North, Range 55 East, MDM, being more particularly described as follows:

Beginning at the Northeast corner of said Section 8;

Thence, along the East boundary of said Section 8 South 00°03'18" West a distance of 664.58 feet to the Northeast corner of the NE1/4SE1/4NE1/4 of said Section 8;

Thence departing said East boundary along the North boundary of said NE1/4SE1/4NE1/4 South 89°37'46" West a distance of 332.86 feet to the Northwest corner of said NE1/4SE1/4NE1/4;

Thence departing said North boundary and along the East boundary of the W1/2SE1/4NE1/4NE1/4 South 00°03'04" West a distance of 664.60 feet to the Southeast corner of said W1/2SE1/4NE1/4NE1/4;

Thence departing said East boundary and along the South boundary of the SE1/4SE1/4NE1/4NE1/4 of said Section 8 North 89°37'33" East a distance of 332.82 feet to the Northeast corner of the N1/2NE1/4SE1/4NE1/4 of said Section 8 and being a point of the East boundary of said Section 8;

Thence departing said South boundary and along said East boundary South 00°03'18" West a distance of 332.29 feet to the Southeast corner of said N1/2NE1/4SE1/4NE1/4;



Thence departing said East boundary and along the South boundary of said N1/2Ne1/4SE1/4NE1/4 South 89°37'30" West a distance of 665.58 feet to the Southeast corner of the NE1/4NW1/4SE1/4NE1/4 of said Section 8;  
Thence departing said South boundary and along the South boundary of said NE1/4NW1/4SE1/4NE1/4 South 89°37'30" West a distance of 332.79 feet to the Southwest corner of said NE1/4NW1/4SE1/4NE1/4;  
Thence departing said South boundary and along the West boundary of said NE1/4NW1/4SE1/4NE1/4 North 00°02'34" East a distance of 332.31 feet to the Northwest corner of said NE1/4NW1/4SE1/4NE1/4;  
Thence departing said West boundary and along the South boundary of the SW1/4NE1/4NE1/4 of said Section 8 South 89°37'35" West a distance of 332.82 feet to the Southwest corner of said SW1/4NE1/4NE1/4;  
Thence departing said South boundary and along the West boundary of said SW1/4NE1/4NE1/4 North 00°02'20" East a distance of 664.64 feet to the Northwest corner of said SW1/4NE1/4NE1/4;  
Thence departing said West boundary and along the North boundary of said SW1/4NE1/4NE1/4 North 89°37'46" East a distance of 332.86 feet to the Southwest corner of the E1/2NW1/4NE1/4NE1/4 of said Section 8;  
Thence departing said North boundary and along the West boundary of said E1/2NW1/4NE1/4NE1/4 North 00°02'34" East a distance of 664.63 feet to the Northwest corner of said E1/2NW1/4NE1/4NE1/4, also being a point on the North boundary of said Section 8;  
Thence departing said West boundary and along said North boundary North 89°37'56" East a distance of 332.91 feet to the Northwest corner of said NE1/4SE1/4NE1/4NE1/4;  
Thence continuing along said North boundary North 89°37'56" East a distance of 665.82 feet to the Point of Beginning.

Said parcel contains an area of approximately 38.09 acres.

Basis of Bearings: THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 55 EAST, MDM, TAKEN AS SOUTH 00°03'18" WEST, BEING THE SAME AS NATIONAL SPATIAL REFERENCE SYSTEM 2007 (NSRS2007) EPOCH 2007.00 HOLDING THE NGS APRIL, 2008 PUBLISHED LATITUDE, LONGITUDE AND ELLIPSOID HEIGHT OF N40°51'38.57413", W155°45'09.58441" AND 4047.334 FEET FOR THE CITY OF ELKO CORS.

The intent of the zone change is to allow for the proposed development of a veterans cemetery and other future public uses.

Additional information concerning this item may be obtained by contacting the Elko City Planning Department at (775) 777-7160.

**ELKO CITY COUNCIL**



## CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue \* Elko \* Nevada \* 89801

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

### APPLICATION FOR ZONE CHANGE

APPLICANT(s): City of Elko  
MAILING ADDRESS: 1751 College Ave  
PHONE NO (Home) \_\_\_\_\_ (Business) (775) 777-7160  
NAME OF PROPERTY OWNER (If different): \_\_\_\_\_  
(Property owner's consent in writing must be provided.)  
MAILING ADDRESS: \_\_\_\_\_  
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):  
ASSESSOR'S PARCEL NO.: 001-01A-012 Address \_\_\_\_\_  
Lot(s), Block(s), & Subdivision \_\_\_\_\_  
Or Parcel(s) & File No. \_\_\_\_\_

#### FILING REQUIREMENTS:

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

**Fee:** A \$500.00 non-refundable filing fee.

**Area Map:** A map of the area proposed for this zone change must be provided.

**Plot Plan:** A plot plan provided by a properly licensed surveyor depicting the existing condition drawn to scale showing property lines, existing and proposed buildings, building setbacks, distances between buildings, parking and loading areas, driveways and other pertinent information must be provided.

**Legal Description:** A complete legal description of the boundary of the proposed zone change must be provided as well as a map depicting the area to be changed stating the wording: area to be changed from "x" to "x"; (LI to R, for example).

**Note:** One .pdf of the entire application must be submitted as well as one set of legible, reproducible plans 8 ½" x 11" in size. If the applicant feels the Commission needs to see 24" x 36" plans, 10 sets of pre-folded plans must be submitted.

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

RECEIVED

1. Identify the existing zoning classification of the property: General Agriculture
2. Identify the zoning Classification being proposed/requested: Public, Quasi-Public
3. Explain in detail the type and nature of the use anticipated on the property: future  
Veterans Cemetery, School,
4. Explain how the proposed zoning classification relates with other zoning classifications in the area:
5. Identify any unique physical features or characteristics associated with the property:

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

**By My Signature below:**

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

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

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

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

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

Applicant / Agent City of Elko  
(Please print or type)

Mailing Address 1751 College Ave  
(Street Address or P.O. Box)

Elko, NV 89801  
City, State, Zip Code

Phone Number: (775) 777-7160

Email address: \_\_\_\_\_

SIGNATURE: Cathy Laughlin

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**FOR OFFICE USE ONLY**

File No.: 2-20 Date Filed: 7/8/20 Fee Paid: N/A

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# CITY OF ELKO

## Planning Department

Website: [www.elkocity.com](http://www.elkocity.com)  
Email: [planning@elkocitynv.gov](mailto:planning@elkocitynv.gov)

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

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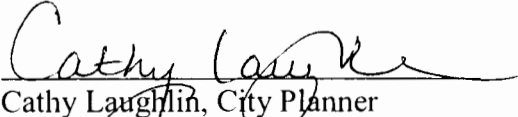
### CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of July 7, 2020

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on July 7, 2020 per City Code Sections 3-2-21:

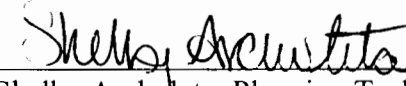
Initiate an amendment to the City of Elko district boundaries, specifically APN 001-01A-012, removing the AG-General Agriculture Zoning District and replacing with the PQP-Public, Quasi-Public District, and matters related thereto. FOR POSSIBLE ACTION

Elko City Code Section 3-2-21 allows the Planning Commission to initiate on its own motion a change to the district boundaries. The City of Elko owns the parcel and the VA is proposing to purchase a portion of the property for a future VA Cemetery. This amendment, initiated by the Planning Commission, if approved, will bring back the zone amendment as a public hearing to rezone the parcel from AG-General Agriculture to PQP- Public Quasi-Public.

WHEREAS, the Planning Commission, upon review and consideration of the application and supporting data, public input and testimony, initiate an amendment to the City of Elko district boundaries, and direct staff to bring the item back as a public hearing.

  
Cathy Laughlin, City Planner

Attest:

  
Shelby Archuleta, Planning Technician

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

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to adopt Resolution No. 19-20, a resolution and order vacating a portion of Fir Street Right-of-Way, consisting of an area approximately 1,500 sq. ft. abutting APN's 001-096-010 through 001-096-015, which is located within the City of Elko, Nevada, to the abutting property owner Real Estate Pro, LLC., filed and processed as Vacation No. 2-20, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 25, 2020**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **15 Minutes**
5. Background Information: **Council accepted the petition to vacate this Right-of-Way at its regular meeting of July 14, 2020, and directed Staff to continue with the vacation process by referring the matter to the Planning Commission. The Planning Commission considered the vacation at its regular meeting of August 4, 2020, and took action to forward a recommendation to Council to adopt a resolution, which conditionally approves Vacation No. 2-20 with findings in support of its recommendation. CL**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution, P.C. action report, Staff report, application and related materials**
9. Recommended Motion: **Adopt Resolution No. 19-20, which contains conditions as recommended by the Planning Commission.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission, legal counsel and required local utility companies**
12. Council Action:
13. Agenda Distribution: **Real Estate Pro, LLC  
521 Mountain City Hwy, #4  
Elko, NV 89801  
[elkoluke@gmail.com](mailto:elkoluke@gmail.com)**

**CITY OF ELKO  
RESOLUTION NO. 19-20**

**A RESOLUTION AND ORDER VACATING A PORTION OF THE FIR STREET  
RIGHT-OF-WAY CONTAINING APPROXIMATELY 1,500 SQUARE FEET IN AREA  
AND ADJACENT TO APNS 001-096-010 THROUGH 001-096-015, ALL OF WHICH IS  
LOCATED WITHIN THE CITY OF ELKO, NEVADA, TO THE ABUTTING  
PROPERTY OWNER, REAL ESTATE PRO, LLC.**

Upon introduction and motion by Councilman \_\_\_\_\_ and seconded by Councilman \_\_\_\_\_, the following Resolution and Order was passed and adopted:

WHEREAS, the Elko City Council, at a regular meeting held on July 14, 2020, unanimously voted to accept the submitted petition for vacation and further directed City Staff to continue with the vacation process by referring the matter to the Planning Commission for a report of findings and recommendation to be prepared and submitted to the City Council; and,

WHEREAS, the Elko City Planning Commission, at their regular meeting of August 4, 2020, voted to forward a recommendation of approval for the subject vacation; and,

WHEREAS, the Elko City Council finds that a Notice of Intent to vacate a portion of the Fir Street right-of-way was published and mailed by priority mail with confirmation of delivery to all affected property owners, as required by law, as more fully appears from the Affidavit of Publication and Mailing Confirmation(s) on file in the Clerk's Office of the City of Elko; and,

WHEREAS, at the time and place set in the Notice, to-wit: the hour of 5:30 p.m. on August 25, 2020, in the City Hall Council Chambers, Elko, Nevada, a hearing before the Elko City Council was duly held and no persons having appeared to object to the proposed vacation and the City Council having deemed it for the best interests of the City and the public that the area be vacated and that no person or persons would be materially injured thereby; and,

WHEREAS, it appearing to the satisfaction of the Elko City Council that the portion of the Fir Street right-of-way, containing approximately 1,500 square feet, situate in the City of Elko, Nevada, located generally along the northwest property lines of APNs 001-096-010 through 001-096-015 is no longer required for public use and convenience and that vacation thereof will inure to the benefit of the City of Elko and be for the best interest of the City and the public, and that neither the public nor any person will be materially injured thereby; the legal description is set forth in Exhibit A with the map as Exhibit B attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE ELKO CITY COUNCIL as follows:

I.

That the portion of the Fir Street right-of-way situate in the City of Elko, Nevada, described and shown on Exhibits A and B, respectively, attached hereto, be, and the same is hereby vacated upon fulfillment of the following conditions:

1. **The applicant is responsible for all costs associated with the recordation of the vacation.**
2. **Written response from all non-City utilities is on file with the City of Elko with regard to the vacation in accordance with NRS 278.480(6) before the order is recorded.**
3. **Required public improvements must be completed within one (1) year from date of approval by the City Council of vacation 2-20.**
4. **The vacation will not be recorded until the required public improvements have been completed and accepted by City of Elko staff.**

That, subject to the conditions set forth in this Resolution, all right, title interest and estate of the City of Elko in that portion of the Fir Street right-of-way located in the City of Elko as described and shown on Exhibits A and B shall be vacated and title vested in **Real Estate Pro, LLC, a Nevada Domestic Limited-Liability Company**, as owner of the parcel abutting the property being vacated, provided further that this vacation and the title of the abutting owner received pursuant thereto, shall be subject to all poles, lines, cables, pipes, drains, utility installations and easements existing on the date the vacation is recorded.

## II.

That the City of Elko and the Elko City Council, officers and employees thereof, make no warranties, covenants, representations, or guarantees as to the validity of this vacation procedure, or as to the right, title, interest or estate, if any, any person or entity may acquire as the result thereof.

## III.

That the City Clerk of the City of Elko shall certify the copy of this Resolution and Order, and this Resolution and Order shall be recorded upon fulfillment of the above noted conditions, in the Office of the County Recorder of Elko County, Nevada, and be endorsed upon the proper map or plat on file in the Office of said County Recorder, so as to clearly indicate thereon the vacation of the portion of the Fir Street right-of-way as described and shown on Exhibits A and B attached hereto, situate in the City of Elko, Elko County, Nevada.

IT IS FURTHER RESOLVED AND ORDERED that this Resolution shall not be signed and recorded until the conditions are satisfied.



IT IS FURTHER RESOLVED AND ORDERED that upon the above conditions being complied with that this Resolution shall be signed by the Mayor and attested to by the City Clerk.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF ELKO

By: \_\_\_\_\_  
REECE KEENER, MAYOR

ATTEST:

\_\_\_\_\_  
KELLY C. WOOLDRIDGE, CITY CLERK

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

JUN 23 2021

## EXHIBIT "A"

## PORTION OF WEST FIR STREET TO BE VACATED FOR REAL ESTATE PRO, LLC

A parcel of land located in Section 15, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Nevada, being a portion of West Fir Street, more particularly described as follows:

Beginning at the most Northerly Corner of Lot 4, Block 74, as shown on Map of the First Addition to the Town (now city) of Elko, on file in the a Office of the Elko County Recorder, Elko, Nevada, as File No. 5, a point being on the Southeasterly Right of Way of West Fir Street being Corner No. 1, the true point of beginning;

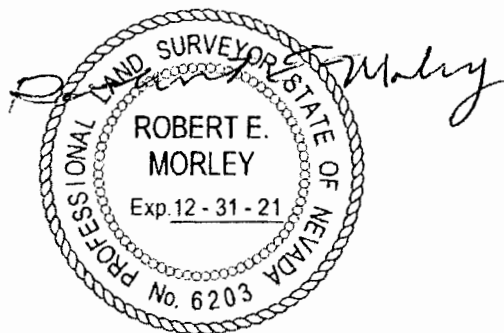
Thence S 41° 58' 07" W, 150.00 feet along the Northwesterly Lines of Lots 4, 5, 6, 7, 8 and 9 of said Block 74 and also being along the said Southeasterly Right of Way West Fir Street to Corner No. 2;

Thence N 48° 01' 53" W, 10.00 feet to Corner No. 3;

Thence N 41° 58' 07" E, 150.00 feet to Corner No. 4;

Thence S 48° 01' 53" E, 10.00 feet to Corner No. 1, the point of beginning, containing 1,500 square feet, more or less.

Reference is hereby made to Exhibit "B", Map of West Fir Street Vacation for Real Estate Pro, LLC attached hereto and made a part hereof.



Prepared by Robert E. Morley  
High Desert Engineering

6/23/2020

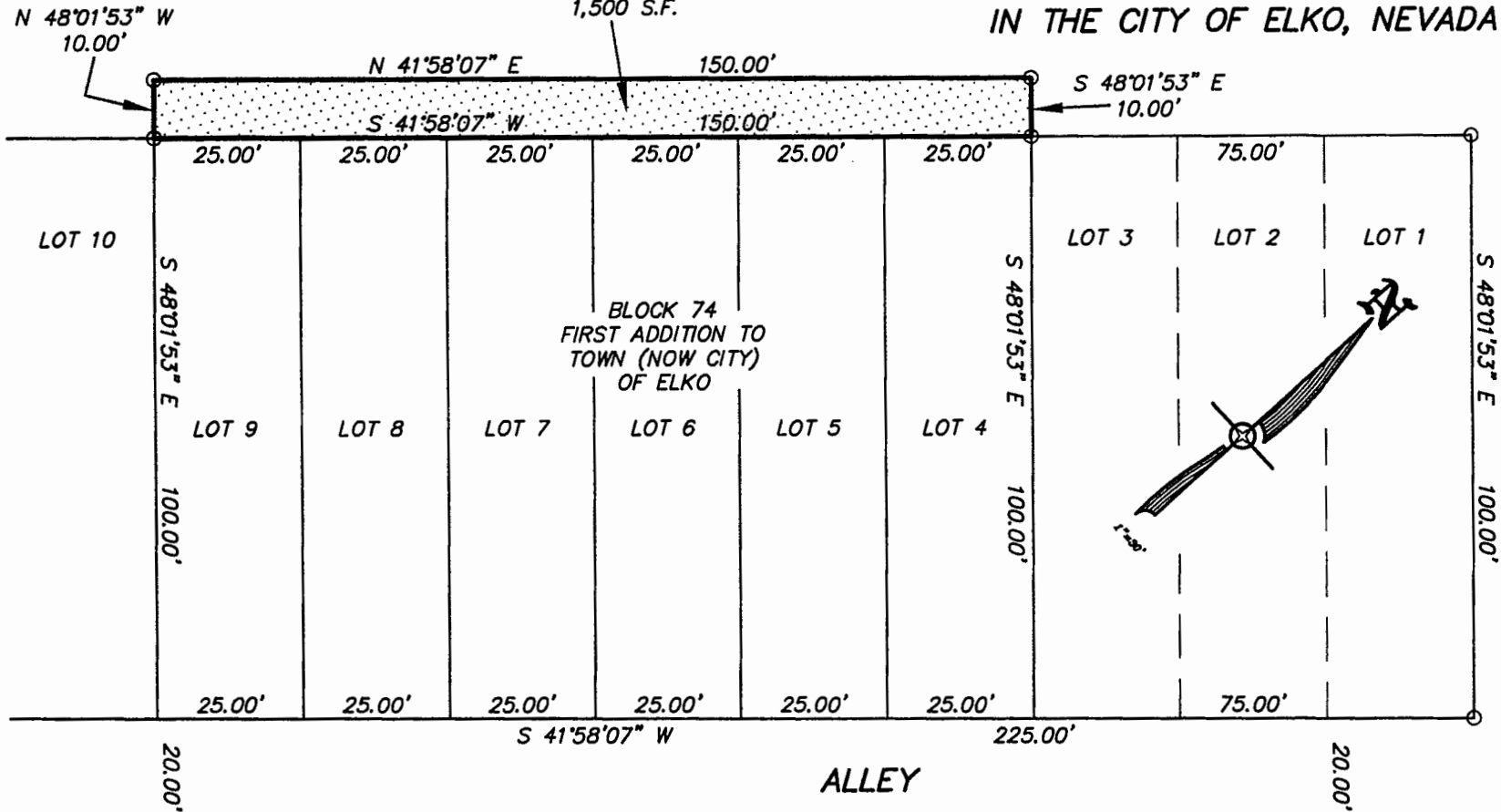
640 Idaho Street  
Elko, Nevada 89801

JUN 23 2020

WEST FIR STREET

EXHIBIT B  
MAP OF WEST FIR STREET VACATION  
FOR REAL ESTATE PRO LLC  
IN THE CITY OF ELKO, NEVADA

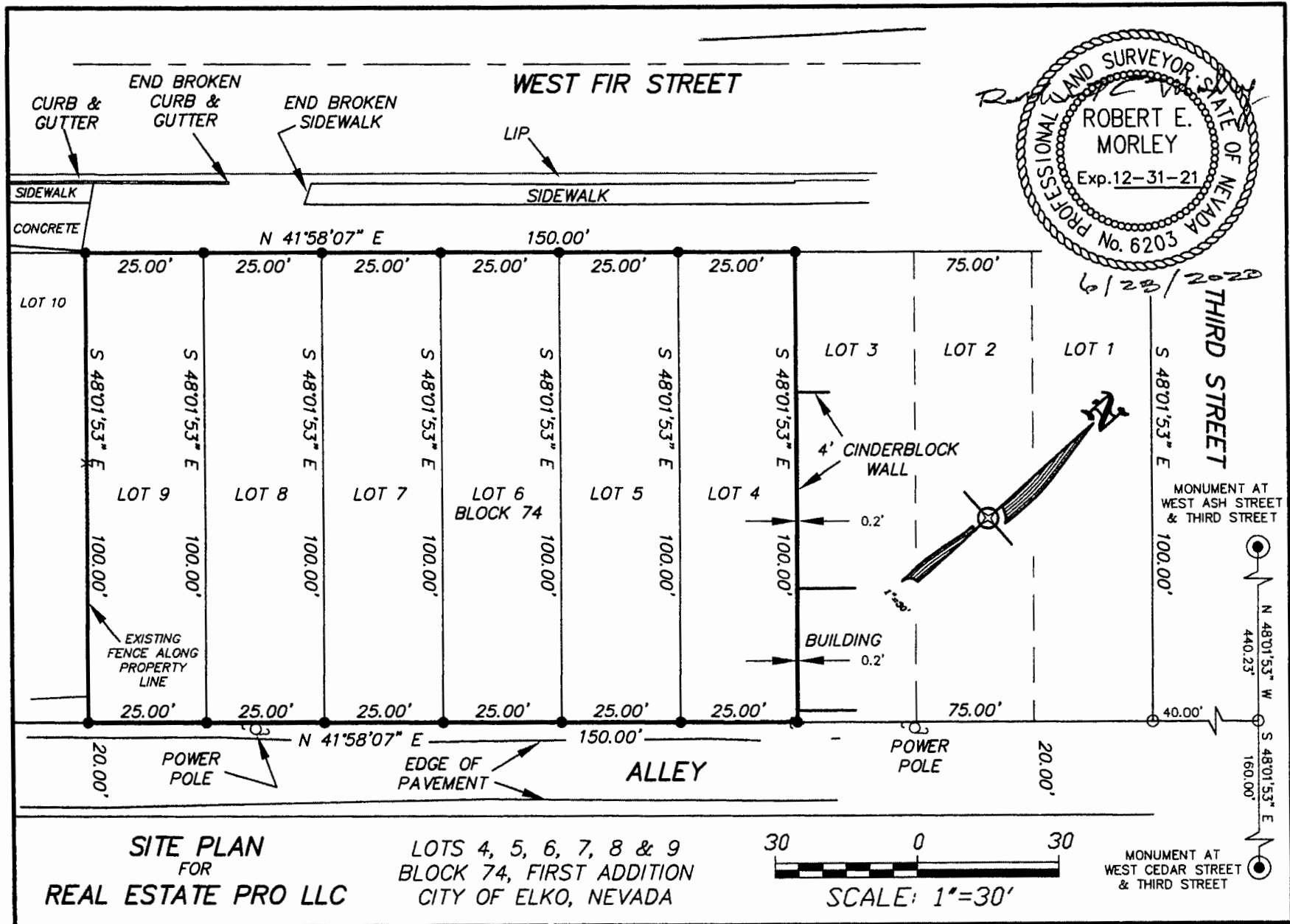
PORTION OF WEST FIR STREET  
TO BE VACATED  
1,500 S.F.



30 0 30  
SCALE: 1"=30'

RECEIVED

JUN 23 2020



**NOTICE OF INTENT OF THE CITY OF ELKO  
TO VACATE A PORTION OF THE FIR STREET RIGHT-OF-WAY LOCATED  
GENERALLY ALONG THE NORTHWEST PROPERTY LINES OF APNs 001-096-010  
THROUGH 001-096-015, ALL WITHIN THE CITY OF ELKO, STATE OF NEVADA**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Elko intends to vacate a portion of the Fir Street right-of-way located along the northwest property lines of APNs 001-096-010 through 001-096-015, situated in the City of Elko, Nevada, and cause title to revert to the owner of the abutting property; i.e. Real Estate Pro, LLC. The portion of the Fir Street right-of-way to be vacated is more particularly described as follows:

A parcel of land located in Section 15, Township 34 North, Range 55 East. M.D.B. & M., City of Elko, Nevada, being a portion of West Fir Street, more particularly described as follows:

Beginning at the most Northerly Corner of Lot 4, Block 74, as shown on Map of the First Addition to the Town (now city) of Elko, on file in the Office of the Elko County Recorder, Elko, Nevada, as File No. 5, a point being on the Southeasterly Right of Way of West Fir Street being Corner No. 1, the true point of beginning;

Thence S 41° 58' 07" W, 150.00 feet along the Northwesterly Lines of Lots 4, 5, 6, 7, 8, and 9 of said Block 74 and also being along the said Southeasterly Right of Way West Fir Street to Corner No. 2;

Thence N 48° 01' 53" W, 10.00 feet to Corner No. 3;

Thence N 41° 58' 07" E, 150.00 feet to Corner No. 4;

Thence S 48° 01' 53" E, 10.00 feet to Corner No. 1, the point of beginning, containing 1,500 square feet, more or less.

Reference is hereby made to Exhibit "B", Map of West Fir Street Vacation for Real Estate Pro, LLC attached hereto and made a part of.

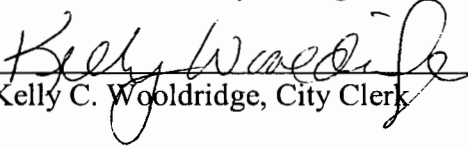
**AND** that the Elko City Council shall further consider the advisability of the vacation of the Fir Street right-of-way, and the adoption of a Resolution and Order vacating the same with the reversion of title as above stated at a meeting of said Council to be held via a GoToMeeting on August 25, 2020 at 5:30 p.m.

**All interested persons may log into the meeting from your computer, tablet or smartphone.**  
<https://global.gotomeeting.com/join/376076485>

**You can also dial in using your phone.**  
United States: [+1 \(571\) 317-3122](tel:+15713173122)

**Access Code:** 376-076-485

**DATED** this 6<sup>th</sup> day of August 2020.

  
Kelly C. Wooldridge, City Clerk

**PUBLISH:** August 11, 2020



# CITY OF ELKO

## Planning Department

Website: [www.elkocity.com](http://www.elkocity.com)  
Email: [planning@elkocitynv.gov](mailto:planning@elkocitynv.gov)

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

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### CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of August 4, 2020

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on August 4, 2020 pursuant to Section 8-7-3 B. of City Code:

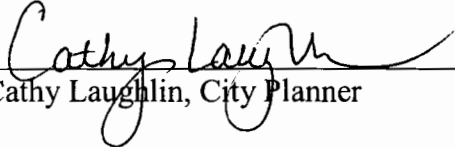
Vacation No. 2-20, filed by Real Estate Pro, LLC, for the vacation of the southeasterly portion of Fir Street abutting APNs 001-096-010 through 001-096-015, consisting of an area approximately 1,500 sq. ft., and matters related thereto.

The property owner is proposing to develop the six lots with single family homes and would like to vacate any excess right-of-way. City Council accepted the petition for the vacation on July 14, 2020.

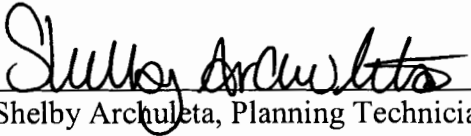
NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwards a recommendation to City Council to adopt a resolution which conditionally approves Vacation No. 2-20 subject to the conditions listed in the City of Elko Staff Report dated July 20, 2020, listed as follows:

- 1. Approved conditions are to be included in the Resolution.**
- 2. The applicant is responsible for all costs associated with the recordation of the vacation.**
- 3. Written response from all non-City utilities is on file with the City of Elko with regard to the vacation in accordance with NRS 278.480(6) before the order is recorded.**
- 4. Required public improvements be completed within one (1) year from date of approval by the City Council of vacation 2-20.**
- 5. The vacation will not be recorded until public improvements have been completed and accepted by City of Elko staff.**

The Planning Commission's findings to support its recommendation are the proposed vacation is in conformance with the City of Elko Master Plan Land Use Component. The proposed vacation is in conformance with the City of Elko Master Plan Transportation Component. The proposed vacation is in conformance with NRS 278.479 to 480, inclusive. The proposed vacation is in conformance with City Code 3-2-5(E) and 8-7.

  
Cathy Laughlin, City Planner

Attest:

  
Shelby Archuleta, Planning Technician

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



**STAFF COMMENT FLOW SHEET**  
**PLANNING COMMISSION AGENDA DATE: 8/4**

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

Title: Vacation No. 2-20

Applicant(s): Real Estate Pro, LLC

Site Location: Fir Street, Between 2nd & 3rd Streets

Current Zoning: R Date Received: 6/23 Date Public Notice: N/A

COMMENT: This is to vacate a portion of the Fir Street  
right-of-way abutting APNs 001-096-010 thru 015.

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

Assistant City Manager: Date: 7/27/20

Recommend approval as presented by staff

SAW

Initial

City Manager: Date: 7/29/20

No comments/concerns.

CG

Initial



City of Elko  
1751 College Avenue  
Elko, NV 89801  
(775) 777-7160  
FAX (775) 777-7119

## **CITY OF ELKO STAFF REPORT**

<b>MEMO DATE:</b>	<b>July 20, 2020</b>
<b>PLANNING COMMISSION DATE:</b>	<b>August 4, 2020</b>
<b>APPLICATION NUMBER:</b>	<b>Vacation 2-20</b>
<b>APPLICANT:</b>	<b>Real Estate Pro, LLC</b>
<b>PROJECT DESCRIPTION:</b>	<b>APN 001-096-010,11,12,13,14,15</b>

**Vacation of the West Fir Street right-of-way**



### **STAFF RECOMMENDATION:**

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

## **PROJECT INFORMATION**

**PARCEL NUMBER:** 001-096-010, 011, 012, 013, 014, 015

**EXISTING ZONING:** R- Single Family and Multiple Family Residential

**MASTER PLAN DESIGNATION:** Medium Density Residential

**EXISTING LAND USE:** Undeveloped, adjacent to developed residential

### **BACKGROUND:**

1. The property is undeveloped as residential land use.
2. The area proposed to be vacated is approximately 1,500 sq. ft.
3. The City of Elko has vacated other portions of West Fir Street.
4. City Council accepted the petition for vacation at their meeting July 14, 2020 and referred the matter to the Planning Commission for their review.

### **NEIGHBORHOOD CHARACTERISTICS:**

The property is surrounded by:  
North: R-Residential / Developed  
East: R-Residential / Developed  
South: R- Residential / Developed  
West: R-Residential / Developed

### **PROPERTY CHARACTERISTICS:**

The property is currently undeveloped.  
The property is fairly flat.  
The property has alley access in the rear.

### **MASTER PLAN AND CITY CODES:**

Applicable Master Plans and City Code Sections are:

NRS 278.479 to 278.480, inclusive  
City of Elko Master Plan – Land Use Component  
City of Elko Master Plan – Transportation Component  
City of Elko Redevelopment Plan  
City of Elko Code – Section 8-7 Street Vacation Procedures

### **MASTER PLAN – Land Use:**

1. The Master Plan Land Use Atlas shows the area as Medium Density Residential.
2. R- Single Family and Multiple Family Residential is a corresponding zoning district for Medium Density Residential.

The proposed vacation is in conformance with the Master Plan Land Use component.

**MASTER PLAN - Transportation:**

1. The area is accessed from Fir Street as well as alley access.
2. Fir Street is classified as a Residential local.
3. Public alley in the rear of the lots.
4. The property is missing a small portion of sidewalk and therefore doesn't have pedestrian connectivity along Fir Street. The missing portion of sidewalk will be a condition of the approval and required prior to recordation.

The proposed vacation is in conformance with the Master Plan Transportation Component.

**REDEVELOPMENT PLAN**

- The area is located outside the Redevelopment Area.

**ELKO CITY CODE SECTION 8-7 STREET VACATION PROCEDURES**

1. If it is determined by a majority vote of the city council that it is in the best interest of the city and that no person will be materially injured thereby, the city council, by motion, may propose the realignment, change, vacation, adjustment or abandonment of any street or any portion thereof. In addition, any abutting owner desiring the vacation of any street or easement or portion thereof shall file a petition in writing with the city council and the city council shall consider said petition as set forth above.
  - The City Council accepted the petition at their meeting on July 14, 2020 and referred the matter to the Planning Commission for further consideration.
2. Except for a petition for the vacation or abandonment of an easement for a public utility owned or controlled by the city, the petition or motion shall be referred to the planning commission, which shall report its findings and recommendations thereon to the city council. The petitioner shall, prior to the consideration of the petition by the planning commission, pay a filing fee to the city in an amount established by resolution of the city council and included in the appendix to this code.
  - The filing fee was paid by the applicant.
3. Whenever any street, easement or portion thereof is proposed to be vacated or abandoned, the city council shall notify by certified mail each owner of property abutting the proposed vacation or abandonment and cause a notice to be published at least once in a newspaper of general circulation in the city setting forth the extent of the proposed vacation or abandonment and setting a date for public hearing, which date may be not less than ten (10) days and not more than forty (40) days subsequent to the date the notice is first published.
4. Order of City Council: Except as provided in subsection E of this section, if, upon public hearing, the City Council is satisfied that the public will not be materially injured by the proposed vacation or abandonment, and that it is in the best interest of the city, it shall order the street vacated or abandoned. The city council may make the order conditional, and the order shall become effective only upon the fulfillment of the conditions prescribed.

The proposed vacation with the recommended conditions is in conformance with Section 8-7 of City code.

### **FINDINGS**

- The proposed vacation is in conformance with the City of Elko Master Plan Land Use Component
- The proposed vacation is in conformance with the City of Elko Master Plan Transportation component
- The proposed vacation is in conformance with NRS 278.479 to 278.480, inclusive.
- The proposed vacation is in conformance with City Code 3-2-5(E) and 8-7

### **STAFF RECOMMENDATION:**

Staff recommends the Planning Commission forward a recommendation to City Council to adopt a resolution which conditionally APPROVES the proposed vacation with the following conditions:

1. Approved conditions are to be included in the Resolution.
2. The applicant is responsible for all costs associated with the recordation of the vacation.
3. Written response from all non-City utilities is on file with the City of Elko with regard to the vacation in accordance with NRS 278.480(6) before the order is recorded.
4. Required public improvements be completed within one (1) year from date of approval by the City Council of vacation 2-20.
5. The vacation will not be recorded until public improvements have been completed and accepted by City of Elko staff.

# Vac 2-20 Real Estate Pro, LLC

YPNO	legal_name	address1	address2	mcity	mzip
001096007	AGUIRRE MICHAEL A & PAULINE	241 CEDAR ST		ELKO, NV	89801-3120
001093007	ALVARADO JAIME	225 FIR ST		ELKO, NV	89801-3120
001093006	CRAWFORD BILLIE J	241 FIR STREET		ELKO, NV	89801-
001096005	FOWLER CHRISTINE L	273 CEDAR ST		ELKO, NV	89801-3120
001096003	FRASER DANIEL ET AL	286 FIR ST		ELKO, NV	89801
001096008	GHRIST ROGER L TR	C/O FELIPE GHRIST TR	14968 BEACH CHERRY DR	NAMPA, ID	83651-8180
001093004	LINCOLN-BYRNS REBECCA A	273 FIR ST		ELKO, NV	89801-
001093005	METZ ROGER D & JAMIE L TR	354 W OAK ST		ELKO, NV	89801-2930
001096006	SANTINA JAMES K & MARVA K TR	257 CEDAR ST		ELKO, NV	89801-3120
001096001	SMITH, MARGARET ELAINETR OF THE	976 2ND ST		ELKO, NV	89801-3010

10

Mailed 8/11/20









# CITY OF ELKO

## Planning Department

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---

August 11, 2020

001096007

AGUIRRE MICHAEL A & PAULINE  
241 CEDAR ST  
ELKO, NV 89801-3120

Re: Vacation No. 2-20 / Real Estate Pro, LLC

Enclosed please find a copy of the Notice of Intent of Real Estate Pro, LLC to vacate a portion of the Fir Street right-of-way along the northwest property lines of APNs 001-096-010 through 001-096-015, consisting of an area of approximately 1,500 square feet, located generally on the southeast side of Fir Street, between 2<sup>nd</sup> and 3<sup>rd</sup> Streets, and map depicting the property.

Please read this notice carefully. The date that has been set for this hearing is Tuesday, August 25, 2020 at 5:30 P.M., utilizing GoToMeeting.com.

The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone at: <https://global.gotomeeting.com/join/376076485>. You can also dial in using your phone at **+1 (571) 317-3122**. The **Access Code** for this meeting is **376-076-485**.

Members of the public that do not wish to use GoToMeeting may call in at **(775)777-0590**. Comments can also be emailed to [cityclerk@elkocitynv.gov](mailto:cityclerk@elkocitynv.gov)

If you have any questions regarding this matter, please do not hesitate to contact the City of Elko Planning Department at 777-7160.

Sincerely,

Shelby Archuleta  
Planning Technician

Enclosures

USPS TRACKING # **9114 9023 0722 4027 0144 57**  
& CUSTOMER  
RECEIPT For Tracking or inquiries go to [USPS.com](http://USPS.com)  
or call 1-800-222-1811.





# CITY OF ELKO

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---

August 11, 2020

001093007  
ALVARADO JAIME  
225 FIR ST  
ELKO, NV 89801-3120

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Sincerely,

Shelby Archuleta  
Planning Technician

Enclosures

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---

August 11, 2020

001093006  
CRAWFORD BILLIE J  
241 FIR STREET  
ELKO, NV 89801-

Re: Vacation No. 2-20 / Real Estate Pro, LLC

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Sincerely,

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Planning Technician

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---

August 11, 2020

001096005  
FOWLER CHRISTINE L  
273 CEDAR ST  
ELKO, NV 89801-3120

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Sincerely,

Shelby Archuleta  
Planning Technician

Enclosures

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---

August 11, 2020

001096003  
FRASER DANIEL ET AL  
286 FIR ST  
ELKO, NV 89801

Re: Vacation No. 2-20 / Real Estate Pro, LLC

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Sincerely,

Shelby Archuleta  
Planning Technician

Enclosures

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---

August 11, 2020

001096008  
GHRIST ROGER L TR  
C/O FELIPE GHRIST TR  
14968 BEACH CHERRY DR  
NAMPA, ID 83651-8180

Re: Vacation No. 2-20 / Real Estate Pro, LLC

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Sincerely,

Shelby Archuleta  
Planning Technician

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---

August 11, 2020

001093004  
LINCOLN-BYRNS REBECCA A  
273 FIR ST  
ELKO, NV 89801-

Re: Vacation No. 2-20 / Real Estate Pro, LLC

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Planning Technician

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## Planning Department

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Email: [planning@ci.elko.nv.us](mailto:planning@ci.elko.nv.us)

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

---

August 11, 2020

001093005  
METZ ROGER D & JAMIE L TR  
354 W OAK ST  
ELKO, NV 89801-2930

Re: Vacation No. 2-20 / Real Estate Pro, LLC

Enclosed please find a copy of the Notice of Intent of Real Estate Pro, LLC to vacate a portion of the Fir Street right-of-way along the northwest property lines of APNs 001-096-010 through 001-096-015, consisting of an area of approximately 1,500 square feet, located generally on the southeast side of Fir Street, between 2<sup>nd</sup> and 3<sup>rd</sup> Streets, and map depicting the property.

Please read this notice carefully. The date that has been set for this hearing is Tuesday, August 25, 2020 at 5:30 P.M., utilizing GoToMeeting.com.

The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone at: <https://global.gotomeeting.com/join/376076485>. You can also dial in using your phone at **+1 (571) 317-3122**. The **Access Code** for this meeting is **376-076-485**.

Members of the public that do not wish to use GoToMeeting may call in at **(775) 777-0590**. Comments can also be emailed to [cityclerk@elkocitynv.gov](mailto:cityclerk@elkocitynv.gov)

If you have any questions regarding this matter, please do not hesitate to contact the City of Elko Planning Department at 777-7160.

Sincerely,

Shelby Archuleta  
Planning Technician

Enclosures

USPS TRACKING # **9114 9023 0722 4027 0145 25**  
& CUSTOMER RECEIPT For Tracking or inquiries go to [USPS.com](http://USPS.com)  
or call 1-800-222-1811.



# CITY OF ELKO

## Planning Department

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---

August 11, 2020

001096006  
SANTINA JAMES K & MARVA K TR  
257 CEDAR ST  
ELKO, NV 89801-3120

Re: Vacation No. 2-20 / Real Estate Pro, LLC

Enclosed please find a copy of the Notice of Intent of Real Estate Pro, LLC to vacate a portion of the Fir Street right-of-way along the northwest property lines of APNs 001-096-010 through 001-096-015, consisting of an area of approximately 1,500 square feet, located generally on the southeast side of Fir Street, between 2<sup>nd</sup> and 3<sup>rd</sup> Streets, and map depicting the property.

Please read this notice carefully. The date that has been set for this hearing is Tuesday, August 25, 2020 at 5:30 P.M., utilizing GoToMeeting.com.

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If you have any questions regarding this matter, please do not hesitate to contact the City of Elko Planning Department at 777-7160.

Sincerely,

Shelby Archuleta  
Planning Technician

Enclosures

USPS TRACKING # **9114 9023 0722 4027 0145 18**  
& CUSTOMER RECEIPT For Tracking or inquiries go to [USPS.com](http://USPS.com)  
or call 1-800-222-1811.





# CITY OF ELKO

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---

August 11, 2020

001096001  
SMITH, MARGARET ELAINETR OF THE  
976 2ND ST  
ELKO, NV 89801-3010

Re: Vacation No. 2-20 / Real Estate Pro, LLC

Enclosed please find a copy of the Notice of Intent of Real Estate Pro, LLC to vacate a portion of the Fir Street right-of-way along the northwest property lines of APNs 001-096-010 through 001-096-015, consisting of an area of approximately 1,500 square feet, located generally on the southeast side of Fir Street, between 2<sup>nd</sup> and 3<sup>rd</sup> Streets, and map depicting the property.

Please read this notice carefully. The date that has been set for this hearing is Tuesday, August 25, 2020 at 5:30 P.M., utilizing GoToMeeting.com.

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Members of the public that do not wish to use GoToMeeting may call in at **(775)777-0590**. Comments can also be emailed to [cityclerk@elkocitynv.gov](mailto:cityclerk@elkocitynv.gov)

If you have any questions regarding this matter, please do not hesitate to contact the City of Elko Planning Department at 777-7160.

Sincerely,

Shelby Archuleta  
Planning Technician

Enclosures

USPS TRACKING # **9114 9023 0722 4027 0145 32**  
& CUSTOMER RECEIPT For Tracking or inquiries go to [USPS.com](http://USPS.com)  
or call 1-800-222-1811.

## **Shelby Archuleta**

---

**From:** Carolyn Rand <crand@citlink.net>  
**Sent:** Friday, July 17, 2020 2:18 PM  
**To:** Shelby Archuleta  
**Cc:** John Poole  
**Subject:** Proposed Vacation No. 2-20 Fir St. & 3rd St.

Shelby  
Frontier cable is aerial on a pole line in the alley. This will not effect our service.

Carolyn Rand  
Frontier contractor  
775 738-0281



# CITY OF ELKO

Planning Department

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Email: [planning@elkocitynv.gov](mailto:planning@elkocitynv.gov)

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---

July 15, 2020

Frontier Communication

**Mr. John Poole**

1520 Church Street

Gardnerville, NV 89410

SUBJECT: Proposed Vacation No. 2-20

Dear Mr. Poole:

Please be advised that the City of Elko Planning Department is processing a request filed by Real Estate Pro, LLC to vacate a portion the Fir Street right-of-way located generally along the northwest property lines of APNs 001-096-010, 001-096-011, 001-096-012, 001-096-013, 001-096-014, and 001-096-015. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to keep responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on August 4, 2020. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta

Planning Technician

Enclosures

## Shelby Archuleta

---

**From:** Stephen Lifferth <stephen.lifferth@beehive.net>  
**Sent:** Wednesday, July 15, 2020 1:01 PM  
**To:** Shelby Archuleta  
**Subject:** Re: Proposed Vacation No. 2-20

Hi Shelby,

Beehive has no interests in this property. Thanks for reaching out!

Thanks,

**From:** Shelby Archuleta <sarchuleta@elkocitynv.gov>  
**Date:** Wednesday, July 15, 2020 at 12:57 PM  
**To:** Stephen Lifferth <stephen.lifferth@beehive.net>  
**Subject:** Proposed Vacation No. 2-20

Good Afternoon,  
Please see attached letter regarding Vacation 2-20.  
Let me know if you have any questions.  
Thank you!

Shelby Archuleta  
Planning Technician  
City of Elko  
Planning Department  
Pl (775) 777-7160  
FA (775) 777-7219



# CITY OF ELKO

Planning Department

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Email: [planning@elkocitynv.gov](mailto:planning@elkocitynv.gov)

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---

July 15, 2020

Beehive Broadband  
2000 N. Sunset Road  
Lake Point, UT 84074

SUBJECT: Proposed Vacation No. 2-20

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by Real Estate Pro, LLC to vacate a portion the Fir Street right-of-way located generally along the northwest property lines of APNs 001-096-010, 001-096-011, 001-096-012, 001-096-013, 001-096-014, and 001-096-015. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to keep responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on August 4, 2020. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta  
Planning Technician

Enclosures

Elko Heat Company  
PO Box 2347  
Elko, NV 89803

**RECEIVED**

JUL 16 2020

---

July 16, 2020

City of Elko  
Planning Department  
Attn: Shelby Archuleta  
Planning Technician  
[sarchuleta@elkocitynv.gov](mailto:sarchuleta@elkocitynv.gov) FAX 775.777.7219

Re: Proposed Vacation No. 2-20

Please be advised that Michael W. Lattin, Vice President / Field Operations for Elko Heat Company has reviewed the above vacation and Elko Heat Company has no interests in the affected area and/or this vacation.

Please contact us if you have any additional questions or concerns.

Sincerely,



Pamela Lattin  
Secretary/Treasurer



# CITY OF ELKO

Planning Department

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Email: [planning@elkocitynv.gov](mailto:planning@elkocitynv.gov)

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---

July 15, 2020

Elko Heat  
P.O. Box 2347  
Elko, NV 89803

SUBJECT: Proposed Vacation No. 2-20

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by Real Estate Pro, LLC to vacate a portion the Fir Street right-of-way located generally along the northwest property lines of APN's 001-096-010, 001-096-011, 001-096-012, 001-096-013, 001-096-014, and 001-096-015. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to keep responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on August 4, 2020. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta  
Planning Technician

Enclosures



July 22, 2020

Shelby Archuleta  
City of Elko Planning Department  
1751 College Avenue  
Elko, Nevada 89801

RE: Proposed Vacation of a Portion of West Fir Street

Dear Ms. Archuleta:

Per your request in the letter dated July 15, 2020 regarding the proposed vacation of a portion of the West Fir Street right-of-way located generally along the northwest property line of APN 001-096-010, 001-096-011, 001-096-012, 001-096-013, 001-096-014, and 001-096-015. NV Energy does not have facilities within the area to be vacated.

If you have any questions/concerns please feel free to contact me at 775-834-5430 or at [katherineperkins@nvenergy.com](mailto:katherineperkins@nvenergy.com)

Sincerely,

*Katherine Perkins*

Katherine Perkins  
NV Energy





# CITY OF ELKO

Planning Department

Website: [www.elkocity.com](http://www.elkocity.com)

Email: [planning@elkocitynv.gov](mailto:planning@elkocitynv.gov)

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

---

July 15, 2020

NV Energy  
**Mr. Jake Johnson**  
6100 Neil Road  
Reno, NV 89511

SUBJECT: Proposed Vacation No. 2-20

Dear Mr. Johnson:

Please be advised that the City of Elko Planning Department is processing a request filed by Real Estate Pro, LLC to vacate a portion the Fir Street right-of-way located generally along the northwest property lines of APNs 001-096-010, 001-096-011, 001-096-012, 001-096-013, 001-096-014, and 001-096-015. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to keep responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on August 4, 2020. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta  
Planning Technician

Enclosures

## Shelby Archuleta

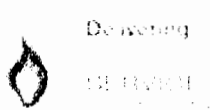
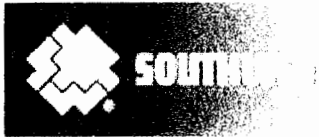
---

**From:** Amanda Marcucci <Amanda.Marcucci@swgas.com>  
**Sent:** Monday, July 27, 2020 7:50 AM  
**To:** Shelby Archuleta  
**Subject:** RE: EXTERNAL: Proposed Vacation No. 2-20

Hi Shelby,

Southwest Gas has no objections to the proposed vacation No. 2-20.

Amanda



Amanda Marcucci, PE | Supervisor/Engineering

PO Box 1190 | 24A-580 | Carson City, NV 89702-1190  
direct 775.887.2871 | mobile 775.430.0723 | fax 775.882.6072  
[amanda.marcucci@swgas.com](mailto:amanda.marcucci@swgas.com) | [www.swgas.com](http://www.swgas.com)

**From:** Shelby Archuleta <sarchuleta@elkocitynv.gov>  
**Sent:** Wednesday, July 15, 2020 11:53 AM  
**To:** Amanda Marcucci <Amanda.Marcucci@swgas.com>  
**Subject:** EXTERNAL: Proposed Vacation No. 2-20

**[WARNING]** This message originated outside of Southwest Gas. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Good Afternoon,  
Please see attached letter regarding Vacation 2-20.  
Let me know if you have any questions.  
Thank you!

Shelby Archuleta  
Planning Technician  
City of Elko  
Planning Department  
PH (775) 777-7160  
FA (775) 777-7219

\*\*\*\*\*  
\*\*\*\*\*

**The information in this electronic mail communication (e-mail) contains confidential information which is the property of the sender and may be protected by the attorney-client privilege and/or attorney work product doctrine.** It is intended solely for the addressee. Access to this e-mail by anyone else is unauthorized by the sender. If you are not the intended recipient, you are hereby notified that any disclosure, copying, or distribution of the contents of this e-mail transmission or the taking or omission of any action in reliance thereon or pursuant thereto, is prohibited, and may be unlawful. If you received this e-mail in error, please notify us immediately of your receipt of this message by e-mail and destroy this communication, any attachments, and all copies thereof.

Southwest Gas Corporation does not guarantee the privacy or security of information transmitted by facsimile (fax) or other unsecure electronic means (including email). By choosing to send or receive information, including confidential or personal identifying information, via fax or unencrypted e-mail, you consent to accept any associated risk.

*Thank you for your cooperation.*

\*\*\*\*\*  
\*\*\*\*\*



# CITY OF ELKO

Planning Department

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Email: [planning@elkocitynv.gov](mailto:planning@elkocitynv.gov)

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

---

July 15, 2020

Southwest Gas Corporation  
**Engineering Department**  
PO Box 1190  
Carson City, NV 89702-1190  
[nnengineering@swgas.com](mailto:nnengineering@swgas.com)

SUBJECT: Proposed Vacation No. 2-20

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by Real Estate Pro, LLC to vacate a portion the Fir Street right-of-way located generally along the northwest property lines of APNs 001-096-010, 001-096-011, 001-096-012, 001-096-013, 001-096-014, and 001-096-015. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

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If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta  
Planning Technician

Enclosures

## **Shelby Archuleta**

---

**From:** Dustin Hurd <dustin.hurd@zitomedia.com>  
**Sent:** Friday, July 31, 2020 11:13 AM  
**To:** Shelby Archuleta  
**Subject:** Re: Tentative Map No. 6-20 - Jarbidge Estates

Zito Media has no underground lines in this area

On Jul 31, 2020 at 12:02 PM, <[Shelby Archuleta](#)> wrote:

I don't necessarily need a signature. I just need something in writing stating that Zito has no interests in the area if that is the case.

Shelby Archuleta  
Planning Technician  
City of Elko  
Planning Department  
Ph (778) 777-7160  
FX (778) 777-7219

**From:** Dustin Hurd <dustin.hurd@zitomedia.com>  
**Sent:** Friday, July 31, 2020 10:58 AM  
**To:** Shelby Archuleta <sarchuleta@elkocitynv.gov>  
**Cc:** Leslie Easton <leslie.easton@zitomedia.com>; tony.luna <tony.luna@zitomedia.com>  
**Subject:** Re: Tentative Map No. 6-20 - Jarbidge Estates

I'll send a tech over to sign off what address does he need to go to

On Jul 31, 2020 at 11:55 AM, <[Shelby Archuleta](#)> wrote:

Is that in regards to Vacation 1-20 and Vacation 2-20?

Shelby Archuleta  
Planning Technician

City of Elko  
Planning Department  
Ph (775) 777-7160  
FA (775) 777-7219

**From:** dustin.hurd <dustin.hurd@zitomedia.com>  
**Sent:** Friday, July 31, 2020 12:56 AM  
**To:** Leslie Easton <leslie.easton@zitomedia.com>; tony.luna <tony.luna@zitomedia.com>; Shelby Archuleta <sarchuleta@elkocitynv.gov>  
**Subject:** Re: Tentative Map No. 6-20 - Jarbidge Estates

Everything we have is on the poles therein the allies

On Jul 30, 2020 at 1:16 PM, Shelby Archuleta <sarchuleta@elkocitynv.gov> wrote:

OK. Thank you!

I have attached the other notices that we are waiting for review on.

Let me know if you have any questions.

Shelby Archuleta  
Planning Technician  
City of Elko  
Planning Department  
Ph (775) 777-7160  
FA (775) 777-7219

**From:** Leslie Easton <leslie.easton@zitomedia.com>  
**Sent:** Thursday, July 30, 2020 12:14 PM  
**To:** Shelby Archuleta <sarchuleta@elkocitynv.gov>; Joe.Bates <joe.bates@zitomedia.com>; tony.luna@zitomedia.com; Dustin Hurd <dustin.hurd@zitomedia.com>  
**Subject:** Re: Tentative Map No. 6-20 - Jarbidge Estates

Thanks Shelby,

Please remove Joe bates from the Zito email list he is no longer with the company.

Please add Dustin Hurd, also copied to the Zito distribution.

Thanks, Leslie

On 7/30/2020 2:34 PM, Shelby Archuleta wrote:

Good Morning,

Please see attached letter regarding TM 6-20 for Jarbidge Estates.

I've also sent several other emails in regards to Zito Media's review for other Planning Applications in the City of Elko.

Can you please confirm that you are receiving this correspondence?

Thank you!

Shelby Archuleta

Planning Technician

City of Elko

Planning Department

Ph (775) 777-7160

FX (775) 777-7219

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Leslie Easton  
**Commercial Administration Manager**



**Zito Business**

Commercial Administration  
102 South Main Street  
Coudersport, PA 16915  
Phone Direct: 814-320-0776  
Cell: 814-558-0867  
Internal Extension 256  
Fax: 814-260-0455

E-mail: [leslie.easton@zito.media.com](mailto:leslie.easton@zito.media.com)





# CITY OF ELKO

Planning Department

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Email: [planning@elkocitynv.gov](mailto:planning@elkocitynv.gov)

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

---

July 15, 2020

Zito Media

**Mr. Joe Bates**

VIA Email: [joe.bates@zitomedia.com](mailto:joe.bates@zitomedia.com)

SUBJECT: Proposed Vacation No. 2-20

Dear Mr. Bates:

Please be advised that the City of Elko Planning Department is processing a request filed by Real Estate Pro, LLC to vacate a portion the Fir Street right-of-way located generally along the northwest property lines of APNs 001-096-010, 001-096-011, 001-096-012, 001-096-013, 001-096-014, and 001-096-015. Please see enclosed map.

The City respectfully requests your assistance in determining whether there are any utility improvements or any other such interests within the area proposed to be vacated.

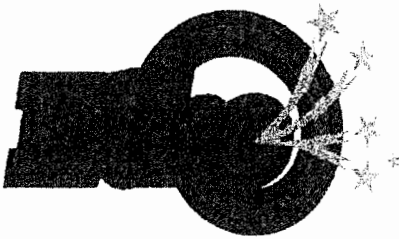
Please advise the Elko City Planning Department in writing concerning your agency's needs or interests as affected by this requested vacation, or submit a letter or email stating none of your interests are in the area, as **we are required to keep responses from all local utilities per NRS 278.480(6)**. The Planning Commission will consider this item on August 4, 2020. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Archuleta  
Planning Technician

Enclosures



## CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue \* Elko \* Nevada \* 89801 \*

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

### APPLICATION FOR VACATION OF CITY STREET, EASEMENT OR OTHER PUBLIC RIGHT-OF-WAY

**APPLICANT(s):** Real Estate Pro, LLC

**MAILING ADDRESS:** 521 Mountain City Hwy #4, Elko, NV 89801

**PHONE NO (Home):** 775-303-8492

**(Business):**

**NAME OF PROPERTY OWNER (If different):**

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

**MAILING ADDRESS:**

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

**ASSESSOR'S PARCEL NO.:** 001096010,11,12,13,14,15

**Address**

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

**Or Parcel(s) & File No.** 001096010,11,12,13,14,15

#### FILING REQUIREMENTS:

**Complete Application Form:** In order to begin processing the application, an application form must be complete and signed. Applications go before the City Council, Planning Commission, and back to City Council twice.

**Fee:** A \$600.00 non-refundable fee.

**Plot Plan:** A plot plan provided by a properly licensed surveyor depicting the existing condition drawn to scale showing property lines, existing and proposed buildings, building setbacks, parking and loading areas, driveways and other pertinent information must be provided.

**Legal Description:** A complete legal description of the area proposed for vacation along with an exhibit depicting the area for vacation.

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

**Other Information:** The applicant is encouraged to submit other information and documentation to support the request.

RECEIVED

OWNER(S) OF THE PROPERTY ABUTTING THE AREA BEING REQUESTED FOR VACATION:

Real Estate Pro LLC 521 Mountain City Hwy #4, Elko, NV 89801

(Name)

(Address)

OWNER(S) OF THE PROPERTY ABUTTING THE AREA BEING REQUESTED FOR VACATION:

(Name)

(Address)

1. Describe the nature of the request: Vacate 10' of City ROW behind the sidewalk

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2. Describe any utilities currently located in the area proposed for vacation, and if any are present how they will be addressed: None currently, will be bringing city water in from across the street

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Use additional pages if necessary

**This area intentionally left blank**

**By My Signature below:**

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

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

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

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


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

**Applicant / Agent** Luke Fitzgerald  
(Please print or type)

**Mailing Address** 521 Mountain City Hwy #4,  
Street Address or P.O. Box  
Elko, NV 89801  
City, State, Zip Code

Phone Number: 775-303-8492

Email address: elkoluke@gmail.com

**SIGNATURE:** 

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**FOR OFFICE USE ONLY**

**File No.:** 2-20 **Date Filed:** 6/23/20 **Fee Paid:** \$600 OC# 3253

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**Elko City Council  
Agenda Action Sheet**

1. Title: **Public hearing pursuant to NRS 268.059(1)(a) regarding the appraised fair market value and possible sale of approximately 2,800 sq. ft. of City-owned property located generally west of the terminus of Front Street and south of 5<sup>th</sup> Street, designated as a portion of APN 001-01R-001. Discussion and possible motion determining that the fair market value of the property is \$22,500 in accordance with the appraisal of Jason Buckholz of CRBE, Inc., appraiser, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 25, 2020**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **City Council approved a petition to sell 2,800 sq. ft. to Safelink Internet LLC. at their April 28, 2020 meeting and directed Staff to proceed with the statutory process for selling the parcel pursuant to NRS 268.063. The company has since created a new LLC., Anthem Broadband of Nevada, LLC. Anthem Broadband now seeks to purchase the same property for the purpose of constructing a communications building as part of its plan to provide high-speed Internet to businesses and residents of the City. The City Council will consider the sale of this property to Anthem Broadband pursuant to the economic development exception later in this meeting. However, prior to invoking that exception, pursuant to NRS 268.059 and 268.063 the City Council must first hold a public hearing on the matter of the appraised fair market value of the real property. 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 appraised fair market value as determined at the public hearing and adopt Resolution No. 20-20**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **City Attorney**
12. Council Action:
13. Agenda Distribution: **Anthem Broadband of Nevada**  
    [jaseinh@safelinkinternet.com](mailto:jaseinh@safelinkinternet.com)

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

**CITY OF ELKO  
RESOLUTION NO. 20-20**

**A RESOLUTION OF THE ELKO CITY COUNCIL ACCEPTING THE APPRAISED  
FAIR MARKET VALUE OF A PORTION OF APN 001-01R-001**

**WHEREAS**, the City Council will consider the possible sale of approximately 2,800 square feet of City-owned property located generally at the terminus of Front Street south of 5<sup>th</sup> Street, a portion of APN 001-01R-001 of Elko, Elko County, Nevada (hereinafter the "Property") pursuant to the economic development exception at NRS 268.063; and

**WHEREAS**, the Property is legally described in Exhibit A and shown on the map at Exhibit B, attached hereto; and

**WHEREAS**, in accordance with NRS 268.059, the City has obtained one appraisal of the Property by Jason Buckholz, CBRE, Inc., who has determined that the Property has a fair market value of \$22,500.00 as of June 26, 2020; and

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City Council of the City of Elko, Nevada:

Section 1. That, following a public hearing on the fair market value of the Property, the City Council hereby accepts the appraised fair market value of the Property in the amount of \$22,500.00.

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

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF ELKO

\_\_\_\_\_  
REECE KEENER, MAYOR

ATTEST:

KELLY WOOLDRIDGE, CITY CLERK

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

CBRE VALUATION & ADVISORY SERVICES

# RESTRICTED APPRAISAL REPORT

FRONT STREET LAND  
FRONT STREET, SOUTH OF S. 5TH STREET  
ELKO, NEVADA 89801  
CBRE GROUP, INC. FILE NO. 20-224NW-3023-1

CITY OF ELKO

**CBRE**



Date of Report: June 26, 2020

Mr. Reece Keener  
Mayor  
CITY OF ELKO  
1751 College Avenue  
Elko, Nevada 89801

RE: Appraisal of: Front Street Land  
Front Street, South of S. 5th Street  
Elko, Elko County, Nevada 89801  
CBRE, Inc. File No. 20-224NW-3023-1  
Client Reference No.

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 (2,800 sq. ft.) tract of vacant land (mixed-use) located at Front Street, South of S. 5th Street in Elko, Nevada. The subject of this report reflects a 40'x70' portion of a larger parcel (APN: 001-01R-001) located on the west side of the S. 5th Street bridge. The larger parcel is reflective of public lands utilized as a walking trail along the Humboldt River. The subject's specific site is located adjacent to 405 Front Street in an area of commercial buildings that currently represents a parking area and access point to the Humboldt River Trail system. The subject's larger parcel is zoned as public land yet the adjacent parcels are zoned for either general commercial or light industrial uses. The subject site is currently owned by the City of Elko, if sold, the subject will become a new parcel for use as a telecommunications site.

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
Hypothetical "As Is"	Fee Simple Estate	June 2, 2020	\$22,500
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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Andrew Burger, MAI  
Director  
NV Certified General Appraiser #A.0207974-CG  
Expires: August 31, 2021

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

## Certification

We certify to the best of our knowledge and belief:

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



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



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

## Subject Photographs



Aerial View



Typical View of the Subject



Typical View of the Subject



Typical View of the Subject



Typical View of the Subject



Typical Street View



View of Walking Trail

## Executive Summary

<b>Property Name</b>	Front Street Land	
<b>Location</b>	Front Street, South of S. 5th Street Elko, Elko County, NV 89801	
<b>Parcel Number(s)</b>	001-01R-001 - (Portion)	
<b>Client</b>	City of Elko	
<b>Highest and Best Use</b>		
As If Vacant	Commercial	
As Improved	Land	
<b>Property Rights Appraised</b>	Fee Simple Estate	
<b>Date of Inspection</b>	June 2, 2020	
<b>Estimated Exposure Time</b>	3 - 6 Months	
<b>Estimated Marketing Time</b>	6 - 12 Months	
<b>Primary Land Area</b>	0.06 AC	2,800 SF
<b>Zoning</b>	ZPQP, - Public Land	
<b>Buyer Profile</b>	Investor-Local	
<b>VALUATION</b>	<b>Total</b>	<b>Per SF</b>
Land Value	\$22,500	\$8.04

CONCLUDED MARKET VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Value
Hypothetical "As Is"	Fee Simple Estate	June 2, 2020	\$22,500
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>

- As of the date of inspection, the subject is a portion of a larger parcel. It is an extraordinary assumption that the subject can be segregated from the parent tract.
- The use of these extraordinary assumptions may have affected the assignment results.

### 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>

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

- The subject was not a separate parcel as of the date of value. Therefore, it is a hypothetical condition that the subject has been segregated from the larger tract and is a legal-conforming parcel that can be traded.

## 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 as a potential buyer approached the city for a piece of land to be used for a telecommunications site. 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

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

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
CBRE Exposure Time Estimate	3 - 6 Months		
CBRE Marketing Period Estimate	6 - 12 Months		
Source: CBRE National Investor Survey, RealtyRates.com Survey & PwC Real Estate Survey			



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## 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.

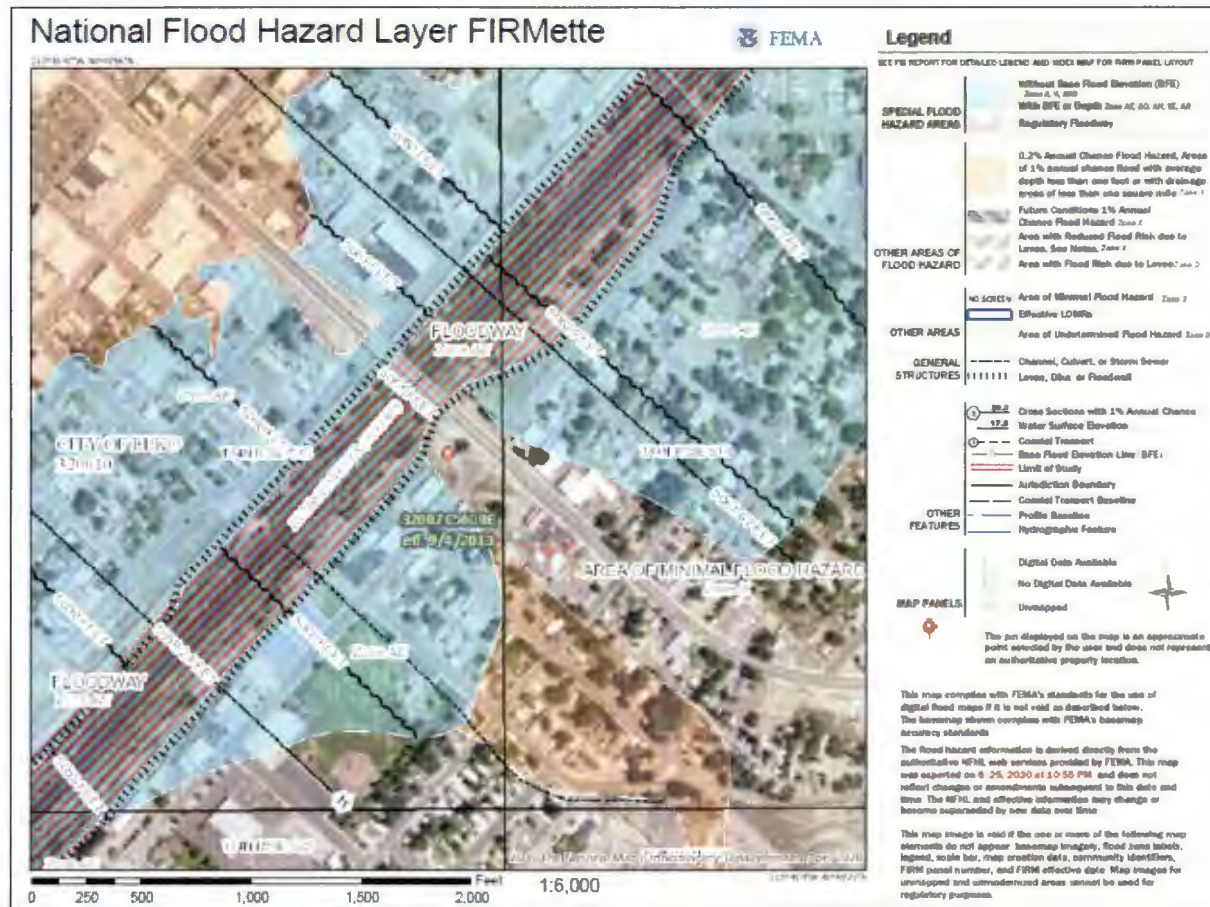
## PLAT MAP



The subject represents an approximate 40' x 70' portion of a larger parcel that is currently used as public lands.



## FLOOD PLAIN MAP



## Site Analysis

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

SITE SUMMARY AND ANALYSIS			
<b>Physical Description</b>			
Gross Site Area	0.06 Acres	2,800 Sq. Ft.	
Net Site Area	0.06 Acres	2,800 Sq. Ft.	
Average Depth	70 Feet		
Excess Land Area	None	n/a	
Surplus Land Area	None	n/a	
Shape	Rectangular		
Topography	Level, At Street Grade		
Parcel Number(s)	001-01R-001 - (Portion)		
Zoning District	ZPQP, - Public Land		
Flood Map Panel No. & Date	32007C5609E	4-Sep-13	
Flood Zone	Zone X (Unshaded)		
Adjacent Land Uses	Commercial and recreation uses		
Earthquake Zone	n/a		
<b>Comparative Analysis</b>		<b>Rating</b>	
Visibility	Good		
Functional Utility	Average		
Traffic Volume	Average		
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			<b>Unknown</b>
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.

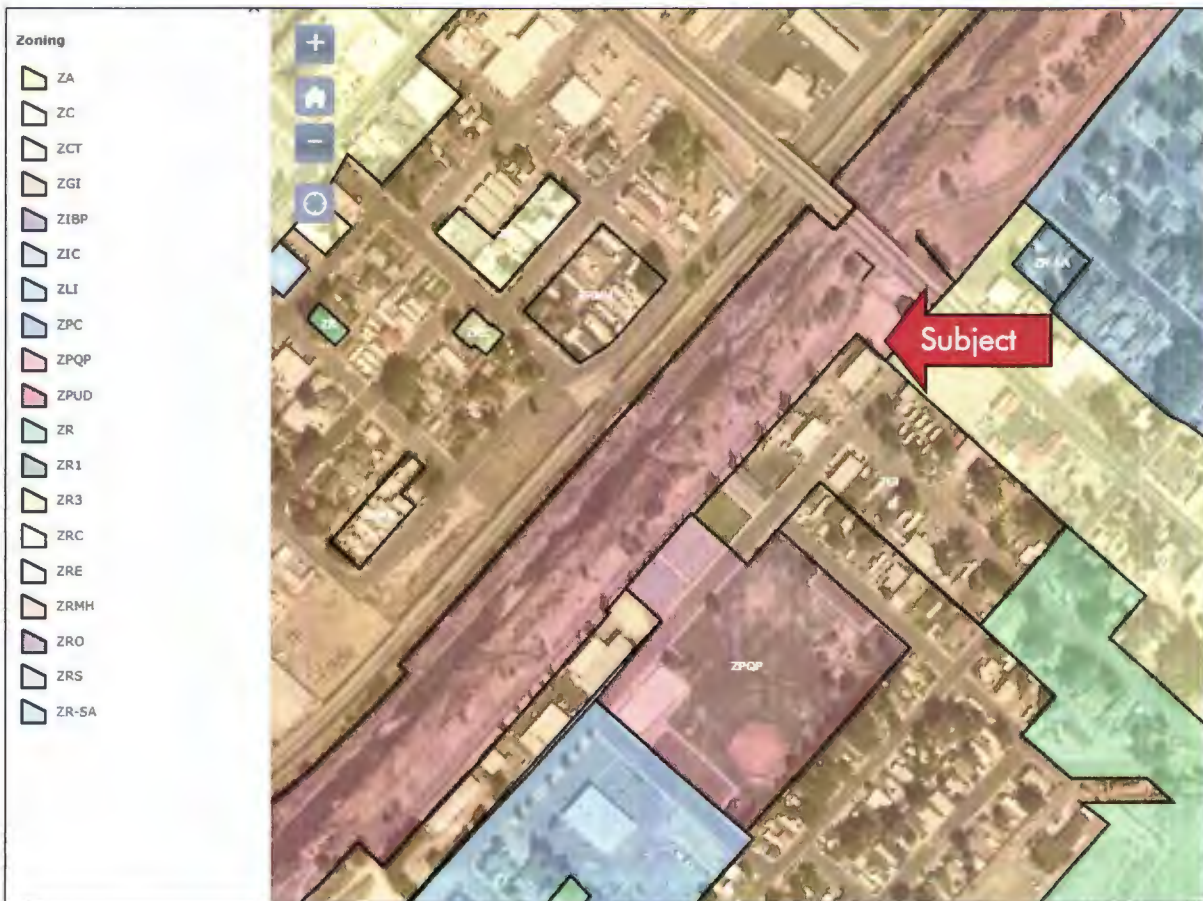
#### **COVENANTS, CONDITIONS AND RESTRICTIONS**

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 in size given its small proposed size. However, the site is adequate in terms of size and utility to support the proposed use as a communications site.

## ZONING MAP



## Zoning

The following chart summarizes the subject's zoning requirements.

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

It is noted that the subject is currently zoned as public space yet is located adjacent to industrial and commercial zoned parcels. If the subject is sold and becomes a separate parcel it is likely the zoning will be changed to either commercial or industrial use. It is unlikely that the subject would sell without an agreement in-place that will allow for a zoning change.



## 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 Type	Date	Doc#	Proposed Use	Zoning	Actual Sale Price	Size (Acres)	Size (SF)	Price Per Acre	Price Per SF
1	Lamoille & 12th Street Elko, NV APN: 001-630-052	Sales	Aug-19	759762	Commercial	ZC	\$351,911	1.180	51,401	\$298,230	\$6.85
2	N. 5th Street @ Spruce Elko, NV APN: 001-610-102	Sales	Apr-19	753958	Commercial	ZLI	\$165,000	0.940	40,946	\$175,532	\$4.03
3	1450 Idaho Street Elko, NV APN: 001-590-018	Sales	Apr-19	753246	Commercial	ZC	\$260,000	0.459	19,994	\$566,449	\$13.00
4	404 S. 5th Street Elko, NV APN: 001-422-002	Sales	May-18	740744	Commercial	ZC	\$197,500	0.609	26,528	\$324,302	\$7.44
Subject	Front Street, South of S. 5th Street, Elko, Nevada	---	---		Commercial		---	0.06	2,800	---	---
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					
Comparable Number	1	2	3	4	Subject
Transaction Type	Sales	Sales	Sales	Sales	---
Transaction Date	Aug-19	Apr-19	Apr-19	May-18	---
Proposed Use	Commercial	Commercial	Commercial	Commercial	---
Actual Sale Price	\$351,911	\$165,000	\$260,000	\$197,500	---
Zoning/Density	ZC	ZLI	ZC	ZC	---
Size (Acres)	1.18	0.94	0.46	0.61	0.06
Size (SF)	51,401	40,946	19,994	26,528	2,800
Price Per SF	\$6.85	\$4.03	\$13.00	\$7.44	
Price (\$ PSF)	\$6.85	\$4.03	\$13.00	\$7.44	
Property Rights Conveyed	0%	0%	0%	0%	
Financing Terms <sup>1</sup>	0%	0%	0%	0%	
Conditions of Sale	0%	0%	0%	0%	
Market Conditions (Time)	2%	3%	3%	6%	
Subtotal	\$6.98	\$4.15	\$13.39	\$7.89	
Size	15%	15%	3%	5%	
Shape	0%	0%	0%	0%	
Frontage	0%	0%	0%	0%	
Topography	0%	0%	0%	0%	
Location	0%	25%	-25%	0%	
Zoning/Density	0%	0%	0%	0%	
Utilities	0%	0%	0%	0%	
Total Other Adjustments	15%	40%	-22%	5%	
<b>Value Indication for Subject</b>	<b>\$8.03</b>	<b>\$5.81</b>	<b>\$10.45</b>	<b>\$8.29</b>	
<b>Absolute Adjustment</b>	<b>17%</b>	<b>43%</b>	<b>31%</b>	<b>11%</b>	
Compiled by CBRE					

Market conditions adjustments were applied to the comparables based on an estimated annual appreciation rate of 2% annually. The subject is a small site that is atypical in size which limits potential uses, yet larger sites typically trade at a lower price per square foot as compared to smaller sites. We have therefore applied upward size adjustments to all sales due to economies of scale. In terms of location Sale 2 is deemed inferior while Sale 3 is considered superior and location adjustments were made.

## CONCLUSION

After adjustments, the comparables indicate a range in price of \$5.75 to \$10.35 per square foot with an average of \$8.07 per square foot. Comparable 4 is most similar to the subject in terms of location suggesting a value near the middle of the range. The following table presents the valuation conclusion:

<b>CONCLUDED LAND VALUE</b>				
<b>\$ PSF</b>		<b>Subject SF</b>		<b>Total</b>
\$5.75	x	2,800	=	\$16,112
\$10.35	x	2,800	=	\$28,968
\$8.07		Average	=	\$22,583
<b>Indicated Value:</b>				<b>\$22,500</b>
(Rounded \$ PSF)				<b>\$8.04</b>
Compiled by CBRE				

The value indication above is based on the hypothetical condition that the subject has been segregated from the parent tract and is a legal-conforming parcel.

## 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

Addendum A

## **CLIENT CONTRACT INFORMATION**

# Proposal and Contract for Services

May 5, 2020

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

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

**Jason Buckholz**  
Senior Appraiser

RE: Assignment Agreement  
Land  
Front Street Land, Front Street, APN: 001-01R-001 -(Portion)  
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>	CBRE encourages our clients to join in our environmental sustainability efforts by accepting an electronic copy of the report.  An Adobe PDF file via email will be delivered to sarchuleta@elkocitynv.gov. The client has requested No (0) bound final copy (ies).
<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,



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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



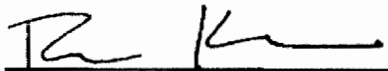
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Andrew Burger, MAI  
Director  
NV Certified General Appraiser #A.0207974-CG  
Expires: August 31, 2021

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

## AGREED AND ACCEPTED

FOR CITY OF ELKO ("CLIENT"):



Signature

5/12/2020

Date

Reece Keener

Name

Mayor

Title

775.777.7126

Phone Number

cityclerk@elkocitynv.gov

E-Mail Address

## ADDITIONAL OPTIONAL SERVICES

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

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

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## TERMS AND CONDITIONS

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



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

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

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

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

# Proposal and Contract for Services

## SPECIFIC PROPERTY DATA REQUEST

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

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

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

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

Addendum B

## **QUALIFICATIONS**

# Jason Buckholz

Senior Appraiser, Reno, NV

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

## Experience

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

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

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

## Professional Affiliations / Accreditations

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

## Employment Experience

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

# APPRAISER CERTIFICATE

## STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That : JASON R BUCKHOLZ

Certificate Number: A.0007369-CG

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

Issue Date: July 5, 2019

Expire Date: June 30, 2021

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

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

REAL ESTATE DIVISION

SHARATH CHANDRA  
*Administrator*





# Andrew Burger, MAI

Director, Sacramento, CA

CBRE



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

500 Capitol Mall, Suite 2400  
Sacramento, CA  
95814

## Clients Represented

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

## Experience

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

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

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

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

## Professional Affiliations / Accreditations

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

## Education

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

# APPRAISER CERTIFICATE

## STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That : ANDREW W BURGER

Certificate Number: A.0207974-CG

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

Issue Date: August 1, 2019

Expire Date: August 31, 2021

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

FOR: CBRE

500 CAPITOL MALL #2400  
SACRAMENTO, CA 95814

REAL ESTATE DIVISION

SHARATH CHANDRA  
*Administrator*





**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to conditionally approve Tentative Map No. 5-20, filed by BDSA, LLC, for the development of a subdivision entitled Tower Hill Unit 4, involving the proposed division of approximately 8.601 acres of property into 5 lots for residential development within the R1 (Single-Family Residential) Zoning District, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **August 25, 2020**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **15 Minutes**
5. Background Information: **The subject property is located northeast of Lamoille Highway and south of Stitzel Road (APN 001-929-125). The Planning Commission considered this item on August 4, 2020, and took action to forward a recommendation to conditionally approve Tentative Map 5-20. MR**
6. **Budget Information:**
  - Appropriation Required: **N/A**
  - Budget amount available: **N/A**
  - Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Maps, P.C. Action Report, Staff Reports, and related correspondence.**
9. Recommended Motion: **Conditionally approve Tentative Map No. 5-20 for the Tower Hill Unit 4 subdivision, subject to the findings and conditions as recommended by the Planning Commission. The City Council determines that the property can be divided based on the findings required in Section 3-3-5(E)(2) of the Municipal Code.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Planning Commission**
12. Council Action:
13. Agenda Distribution: **BDSA, LLC  
Attn: Scott MacRitchie  
312 Four Mile Trail  
Elko, NV 89801  
  
High Desert Engineering  
Attn: Tom Ballew  
640 Idaho Street  
Elko, NV 89801**



# CITY OF ELKO

## Planning Department

Website: [www.elkocity.com](http://www.elkocity.com)  
Email: [planning@elkocitynv.gov](mailto:planning@elkocitynv.gov)

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

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### CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of August 4, 2020

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on August 4, 2020 per City Code Section 3-3-5(D)4.:

Tentative Map No. 5-20, filed by BDSA, LLC, for the development of a subdivision entitled Tower Hill, Unit 4, involving the proposed division of approximately 8.601 acres of property into 5 lots for residential development and 1 remainder lot within the R1 (Single-Family Residential) Zoning District, and matters related thereto.

The subject property is located generally on the southwest side of Deerfield Way. (APNs 001-929-125)

WHEREAS, the Planning Commission, upon review and consideration of the application, supporting data, public input and testimony, forward a recommendation to City Council to conditionally approve Tentative Map No. 5-20 subject to the conditions found in the City of Elko Staff Report dated July 20, 2020, with modifications from the Planning Commission listed as follows:

#### **Development Department:**

1. The subdivider is to comply with all provisions of the NAC and NRS pertaining to the proposed subdivision.
2. Tentative Map approval constitutes authorization for the subdivider to proceed with preparation of the Final Map and associated construction plans.
3. The Tentative Map must be approved by the Nevada Department of Environmental Protection prior to submitting for Final Map approval by the City of Elko.
4. Construction plans must be approved by the Nevada Department of Environmental Protection prior to issuance of a grading permit.
5. Tentative Map approval does not constitute authorization to proceed with site improvements.
6. The applicant must submit an application for Final Map within a period of four (4) years in accordance with NRS.360(1)(a). Approval of the Tentative Map will automatically lapse at that time.
7. A soils report is required with Final Map submittal.

8. A hydrology report is required with Final Map submittal.
9. Final Map construction plans are to comply with Chapter 3-3 of City code.
10. The subdivision design and construction shall comply with Title 9, Chapter 8 of City code.
11. The Utility Department will issue an Intent to Serve letter upon approval of the Tentative Map by the City Council.
12. A modification from standards be approved by City Council for Lot 402, 403, 404, and 405 to allow for shorter-than-required front lots widths.

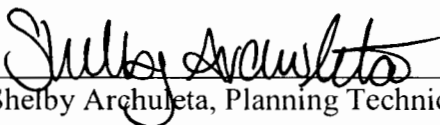
**Public Works Department:**

13. All public improvements at time of development per Elko City code.

The Planning Commission's findings to support its recommendation are the proposed subdivision and development is in conformance with both the Land Use and Transportation Components of the Master Plan as previously discussed in this report. The proposed subdivision and development does not conflict with the Airport Master Plan; The City of Elko Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure, and Annexation Potential Report – November 2012; The Wellhead Protection Program; or applicable sections of the Elko City Code. The proposed subdivision complies with Section 3-3-5(E)(2)(a)-(k) as discussed in this report and as required by Section 278.349(3) of the Nevada Revised Statutes. 4. The property is not located within the Redevelopment Area. Therefore, there is no conflict with the Redevelopment Plan.

  
Cathy Laughlin, City Planner

Attest:

  
Shelby Archuleta, Planning Technician

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

**STAFF COMMENT FLOW SHEET**  
**PLANNING COMMISSION AGENDA DATE: 8/4**

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

Title: Tentative Map No. 5-20 Tower Hill - Unit 4

Applicant(s): BDSA, LLC

Site Location: SW side of Deerfield Way, Elkhorn Circle

Current Zoning: R1 Date Received: 6/8/20 Date Public Notice: 7/21/20

COMMENT: This is for the division of 8.83 acres into 5  
lots for residential development and a remainder parcel

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

Assistant City Manager: Date: 7/28/20

Recommend approval as presented by staff  
provided that the grading supports the  
required water pressures as stipulated in  
NRS w/ tank water elevation approved by  
the utility director SAU

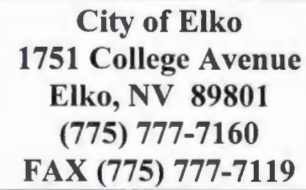
Initial

City Manager: Date: 7/29/20

No comments/ concerns.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

W  
Initial



## **SUMMARY NARRATIVE**

The proposed subdivision is an extension of the developing Tower Hill subdivision located at the south end of Stitzel Drive. The 8.601-acre parcel in question would be divided into five additional residential lots and a large remainder lot for further expansion in the future. The site has already been mass-graded, but some additional grading will be needed to bring the five proposed residential lots into the water service area. Three of the five lots will extend down the hillside to Lamoille Highway, but the slope area is to remain undisturbed. However, once the lots are sold, each individual homeowner may propose changes to this hillside, which will be evaluated by City Staff to determine if there will be impacts to such things as drainage, soil runoff, etc. Water and sewer service will be extended to Unit 4 via Unit 3, which is currently under construction.

A Slope Analysis was completed, which showed the average slope of the property to be 14.53%. Section 3-2-28 states that hillside development standards and regulations are required for site with an average slope of 15% or greater.

The developer is also required to extend their fair-share portion of the shared-use path on Lamoille Highway. Due to ongoing design issues where the path currently ends (south of Pinion Road), the developer has agreed to provide this extension from Errecart Drive heading north.

The proposed Tentative Map conforms with all city documents, plans, and ordinances. In addition, all required findings can be made in the affirmative. A Modification of Standards is required for four of the five lots to accommodate the smaller lot widths around the bulb of the cul-de-sac, which is included as part of this approval.

## **TECHNICAL INFORMATION**

<b>PARCEL NUMBER:</b>	001-929-125
<b>PARCEL SIZE:</b>	8.601 Acres
<b>EXISTING ZONING:</b>	(R1) Single-Family Residential
<b>MASTER PLAN DESIGNATION:</b>	(RES-MD) Residential Medium Density
<b>EXISTING LAND USE:</b>	Vacant



## **NEIGHBORHOOD CHARACTERISTICS:**

The property is surrounded by:

- North: Single-Family and Multiple-Family Residential (R) / Developed
- South: General Agriculture / Vacant
- East: Elko County / Scattered Single-Family Residences
- West: General Commercial (C) / Vacant  
Planned Commercial (PC) / Vacant

## **PROPERTY CHARACTERISTICS:**

- The property is an undeveloped residential parcel.
- The site abuts previous residential development to the north and northwest, vacant agriculture property to the south, vacant commercial property to the west, and partially developed residential property to the east outside City limits.
- The parcel slopes down to Lamoille Highway. The slope has been incorporated into the tentative map design.
- The property will be accessed by Deerfield Way, to be developed as part of Tower Hill Unit 3 (public improvements being installed at this time).

## **APPLICABLE MASTER PLAN AND CITY CODE SECTIONS:**

- City of Elko Master Plan – Land Use Component
- City of Elko Master Plan – Transportation Component
- City of Elko Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure, and Annexation Potential Report – November 2012
- City of Elko Redevelopment Plan
- City of Elko Wellhead Protection Plan
- City of Elko Zoning – Section 3-2-3 General Provisions
- City of Elko Zoning – Section 3-2-4 Establishment of Zoning Districts
- City of Elko Zoning – Section 3-2-5(B) Single-Family Residential District
- City of Elko Zoning – Section 3-2-5(G) Residential Zoning Districts Area, Setback, and Height
- City of Elko Zoning – Section 3-2-17 Traffic, Access, Parking and Loading Regulations
- City of Elko Zoning – Chapter 3 Subdivisions
- City of Elko Zoning – Section 3-8 Flood Plain Management
- City of Elko Public Ways and Property – Title 9, Chapter 8 Post Construction Runoff Control and Water Quality Management
- City of Elko Zoning – 3-2-28 Hillside Development Regulations and Guidelines

## **BACKGROUND:**

1. The property owner and applicant is BDSA, LLC.
2. The subdivision is located on APN 001-929-125.
3. The property is undeveloped.
4. The proposed subdivision consists of five residential lots and one remainder lot for future development.
5. The total subdivided area is approximately 8.601 acres.
6. The proposed density is 1.72 units per acre.
7. No phasing is proposed as part of this subdivision.

8. There are one new dedicated roadway offered as part of the project (Elkhorn Circle).
9. The property is located northeast of Lamoille Highway and south of Stitzel Road.

## **MASTER PLAN**

### Land Use:

1. The land use for the parcel is shown as Residential Medium Density, which is intended for residential development at a density between four and eight units per acre. The proposed subdivision consists of a density of 1.72 units per acre. While this is a lower density than intended in the Master Plan, three of the five lots consist of substantial slopes that do not lend themselves to developing any additional units. Therefore, the Tentative Map does conform with the Master Plan.
2. The zoning for the parcel is shown as Single-Family Residential, which is a corresponding district within the Residential Medium Density land use designation.
3. The listed Goal of the Land Use Component states: "Promote orderly, sustainable growth and efficient land use to improve quality of life and ensure new development meets the needs of all residents and visitors."
4. Objective one under the Land Use component of the Master Plan states: "Promote a diverse mix of housing options to meet the needs of a variety of lifestyles, incomes, and age groups."
  - a. Best Practice 1.1 – The proposed subdivision meets several of the methods described to achieve a diverse mix of housing types in the community.
  - b. Best Practice 1.3 – The location of the proposed subdivision appears to support the City striving for a blended community by providing a mix of housing types in the neighborhood and is supported by infrastructure that is currently being installed as part of Tower Hill Unit 3.
5. Objective eight of the Land Use component of the Master Plan states: "Ensure that new development does not negatively impact County-wide natural systems or public/federal lands such as waterways, wetlands, drainages, floodplains, etc. or pose a danger to human health and safety." Staff believes there will be no negative impacts to natural systems and no issue with regard to human health and safety.

The proposed subdivision and development is in conformance with the Land Use component of the Master Plan.

### Transportation:

1. The project will be accessed from Deerfield Way, currently being constructed as part of Tower Hill Unit 3. Access to Deerfield Way will be from Stitzel Drive.
2. Stitzel Drive is classified as a Residential Collector street.
3. This Tentative Map consists of a single cul-de-sac. The interior circulation of the overall Tower Hill subdivision will be provided by new roads, which have already been dedicated to the City of Elko.
4. The Master Plan requires Residential Collector streets to have 60 feet of right-of-way.
5. Stitzel Drive has 60 feet of right-of-way. No further dedications are required.
6. Upon full buildout, the proposed subdivision is expected to generate approximately 48 additional Average Daily Trips based on 9.52 trips/single-family unit (ITE Trip Generation, 10<sup>th</sup> Edition). This is well below the threshold for a traffic study established in the Master Plan.



The proposed subdivision and development is in conformance with the Transportation component of the Master Plan.

**ELKO AIRPORT MASTER PLAN:**

The proposed subdivision and development does not conflict with the Airport Master Plan.

**CITY OF ELKO DEVELOPMENT FEASIBILITY, LAND USE, WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE, TRANSPORTATION INFRASTRUCTURE, AND ANNEXATION POTENTIAL REPORT – NOVEMBER 2012:**

The proposed subdivision does not conflict with the City of Elko Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure, and Annexation Potential Report – November 2012.

**ELKO REDEVELOPMENT PLAN:**

The property is not located within the Redevelopment Area.

**ELKO WELLHEAD PROTECTION PLAN:**

The property is not located within any capture zone for City of Elko wells. Development of the site is required to be connected to a programmed sewer system and all street drainage will be directed to a storm sewer system.

**SECTION 3-3-5 TENTATIVE MAP STAGE (STAGE II):**

**Tentative Map Approval 3-3-5(E)(2)(a)-(k)** – Requires the following findings:

- a. Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal, and, where applicable, individual systems for sewage disposal.
  - The proposed subdivision will be connected to the city's water supply system, programmed sewer system, and is required to be in compliance with all applicable federal, state, and local requirements.
- b. The availability of water, which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision.
  - The City of Elko Engineering Department is required to model the anticipated water consumption of the subdivision. The City of Elko Utility Department will be required to submit a "Tentative Will-Serve Letter" to the State of Nevada. The water modeling requires an update to reflect the increased number of lots. Current City-wide annual water usage is approximately 50% of the total allocated water rights.
  - City of Elko currently has excess pumping capacity of 3,081 gallons per minute. Sufficient infrastructure and pumping capacity exists to provide the required water volume to serve the proposed subdivision and development.
  - The Developer will extend properly sized infrastructure as required for development of the property.

- The proposed subdivision and development will not create an unreasonable burden on the existing water supply.
- c. The availability and accessibility of utilities.
- Utilities are available in the immediate area and can be extended for the proposed development.
- d. The availability and accessibility of public services such as schools, police protection, transportation, recreation, and parks.
- Schools, fire and police, and recreational services are available throughout the community.
- e. Conformity with the zoning ordinance and the City's Master Plan, except that if any existing zoning ordinance is inconsistent with the City's Master Plan, the zoning ordinance takes precedence.
- The land use for the parcel is shown as Residential Medium Density.
  - The zoning for the parcel is shown as Single-Family Residential, which is listed in the Master Plan as a corresponding district within the Residential Medium Density land use designation.
  - Residential Medium Density is intended for residential development at a density between four and eight units per acre. The proposed subdivision consists of a density of 1.72 units per acre. While this is a lower density than intended in the Master Plan, three of the five lots consist of substantial slopes that do not lend themselves to developing any additional units. Therefore, the Tentative Map does conform with the Master Plan.
  - The proposed subdivision is otherwise in conformance with the City's Master Plan as well as the Zoning Ordinance.
- f. General conformity with the City's Master Plan of streets and highways.
- The proposed subdivision is in conformance with the Transportation Component of the Master Plan.
- g. The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision.
- The proposed subdivision and development will add approximately 48 Average Daily Trips to Bluffs Avenue. Based on the threshold of 1,000 ADT referenced in the Master Plan, a traffic study is not required with this subdivision.
  - The proposed subdivision and development will not cause unreasonable traffic congestion or unsafe conditions with respect to existing or proposed streets.
- h. Physical characteristics of the land, such as floodplain, slope, and soil.
- The proposed subdivision and subsequent development of the property is expected to reduce the potential for erosion in the immediate area. Development of the property will not cause unreasonable soil erosion.
  - A hydrology report is required with the Final Map and Construction Plan submittal.

- The proposed subdivision and development is not expected to result in unreasonable erosion or reduction in the water holding capacity of the land thereby creating a dangerous or unhealthy condition.
- i. The recommendations and comments and those entities and persons reviewing the Tentative Map pursuant to this Chapter and NRS 278.330 to 278.3485, inclusive.
  - Any comments received from other entities and persons reviewing the Tentative Map have been incorporated either as revisions to the Map or as conditions of approval.
- j. The availability and accessibility of fire protection, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands.
  - Fire protection services are available throughout the community.
  - A sufficient amount of water exists in this area for use in fire containment.
  - The City of Elko Fire Department has reviewed the application materials for compliance with all fire code requirements.
- k. The submission by the subdivider of an affidavit stating that the subdivider will make provision for payment of the tax imposed by Chapter 375 of NRS and for compliance with the disclosure and recording requirements of Subsection 5 of NRS 598.0923, if applicable, by the subdivider or any successor in interest.
  - The subdivider/developer is required to comply with all applicable sections of Chapters 375 and 598 of the NRS.

There are no obvious considerations or concerns that indicate the proposed subdivision would not be in conformance with all applicable provisions.

#### **SECTION 3-3-6 CONTENT AND FORMAT OF TENTATIVE MAP SUBMITTAL:**

- A. Form and Scale – The Tentative Map conforms to the required size and form specifications.
- B. Identification Data
  - 1. The subdivision name, location, and section/township/range, with bearing to a section corner or quarter-section corner, is shown.
  - 2. The name, address, email, and telephone number of the subdivider is shown.
  - 3. The engineer's name, address, and telephone number are shown.
  - 4. The scale is shown on all sheets.
  - 5. The north arrow is shown on all sheets.
  - 6. The date of initial preparation and dates of any subsequent revisions are shown.
  - 7. A location map is provided.
  - 8. A legal description is provided.
- C. Physical Conditions
  - 1. The existing topography of the site is shown.
  - 2. Existing drainage conditions are shown on the Tentative Map.
  - 3. There are no Special Flood Hazards within the proposed subdivision.

4. All roadways, easements, and corporate limits are shown within and adjacent to the subdivision.
  5. Dimensions of all subdivision boundaries are shown on the Tentative Map.
  6. Gross and net acreage of the subdivision is shown.
- D. Recorded Map Information:
1. Any previously recorded maps for adjacent properties are labeled on the Tentative Map.
- E. Existing Zoning:
1. The zoning is shown for the subject property. Zoning classifications for adjacent properties are also shown on the Tentative Map.
- F. Proposed Improvements and Other Features Data:
1. The proposed interior street layout is shown. All of the streets are named and proposed for dedication. The grades of the proposed streets are shown on the grading plan. The continuation of roadways is not required of the proposed subdivision.
  2. The lot layout with consecutively numbered lots is shown. The area and dimensions for each lot are shown, as well as the total number of lots.
  3. Typical easements will be required along all lot lines.
  4. Street dedications are proposed for the new cul-de-sac (Elkhorn Circle).
  5. Single-family residential units are allowed in the Single-Family Residential zoning.
- G. Proposed Deed Restrictions:
1. No proposed CC&R's for the subdivision have been submitted.
- H. Preliminary Grading Plan:
1. A grading plan has been provided.
- I. NPDES Permit Compliance:
1. The subdivider will be required to comply with the City of Elko's storm water regulations.
- J. Proposed Utility Methods and Requirements:
1. The proposed sewage disposal infrastructure connecting to the City's infrastructure is shown on the utility plan.
  2. The proposed water supply infrastructure connecting to the City's infrastructure is shown on the utility plan.
  3. The Tentative Map shows storm water infrastructure. A hydrology report will be required with the Final Map and Construction Plan submittal.
  4. Utilities in addition to City utilities must be provided with construction plans required for Final Map submittal.
  5. The City will not require a traffic impact study for the proposed subdivision.

#### **SECTION 3-3-9 GENERAL REQUIREMENTS FOR SUBDIVISION DESIGN:**

- A. Conformance with Master Plan: The proposed subdivision is in conformance with the Master Plan objectives for density and applicable zoning as discussed in detail above.
- B. Public Facility Sites: No public facility sites are proposed for dedication.
- C. Land Suitability: The area proposed for subdivision is suitable for the proposed development based on the findings in this report.

The proposed subdivision is in conformance with Section 3-3-9 of City code.

**SECTION 3-3-10 STREET LOCATION AND ARRANGEMENT:**

- A. Conformance with Plan: The proposed subdivision utilizes Deerfield Way as access, which is currently under construction as part of Tower Hill Unit 3.
- B. Layout: Street continuation through the proposed subdivision is not required.
- C. Extensions: No extensions are required as part of the proposed subdivision.
- D. Arrangement of Residential Streets: The arrangement of streets within the subdivision prevents outside traffic from utilizing the neighborhood for cut-through traffic.
- E. Protection of Residential Properties: There are no lots that have frontage or access from arterial streets. The subdivision has been designed so that all lots will front onto the proposed cul-de-sac. All surrounding streets are local residential roads.
- F. Parallel Streets: Consideration of street location is not required.
- G. Topography: The proposed street has been designated to address the topography of the area.
- H. Alleys: No alleys are proposed.
- I. Half-Streets: There are no half-streets proposed.
- J. Dead-End Streets: There are no dead-end streets proposed. The streets are designed to allow for appropriate turning movements for traffic, as well as fire trucks.
- K. Intersection Design: The proposed intersection with Deerfield Way is code compliant.

The proposed subdivision is in conformance with Section 3-3-10 of City code.

**SECTION 3-3-11 STREET DESIGN:**

- A. Required Right-of-Way Widths: Stitzel Road, the main access into the subdivision, currently consists of the required 60 feet of right-of-way. All proposed streets are shown with the required 50 feet of right-of-way.
- B. Street Grades: The proposed street grades are code compliant.
- C. Vertical Curves: Any vertical curves are code compliant.
- D. Horizontal Alignment: The horizontal alignment of the streets and intersections are code compliant.

The proposed subdivision is in conformance with Section 3-3-11 of City code.

**SECTION 3-3-12 BLOCK DESIGN:**

- A. Maximum Length of Blocks: The block design does not exceed the maximum length of a block and maximizes block length.
- B. Sidewalks or Pedestrian ways: The proposed sidewalks are code compliant. No other pedestrian ways are proposed within the subdivision. However, the developer is required to construct a portion of the shared-use pathway on the west side of Lamoille Highway.

The proposed subdivision is in conformance with Section 3-3-12 of City code.

### **SECTION 3-3-13 LOT PLANNING:**

- A. Lot Width, Depth, and Area: The lots are in conformance with the specifications stipulated for the zoning in Elko City Code 3-2-5 with the exception of lot width. Four of the five lots (Lots 402, 403, 404, and 405) are located on the curve of the cul-de-sac and have short front lot widths. A modification of standards is required to make these lots conform.
- B. Building Setback: The proposed subdivision, when developed, can meet setback requirements as stipulated in Elko City Code 3-2-5(G).
- C. Side Lot Lines: The side lot lines are generally at right angles to the proposed streets.
- D. Accessibility: The development abuts a public street. All residents will have access to Stitzel Drive via Deerfield Way.
- E. Prohibitions: No prohibitions are required for the proposed lots.

The proposed subdivision is in conformance with Section 3-3-13 of City code with the needed modification of standards.

### **SECTION 3-3-14 EASEMENT PLANNING:**

- A. Utility Easements: The applicant is proposing the typical utility and drainage easements along property lines on individual parcels. Overhead utilities are not allowed within the subdivision.
- B. Underground Utilities: Overhead utilities are not allowed within the subdivision. The utility companies, at their discretion, may request a wider easement where needed.
- C. Lots Facing Curvilinear Streets: Overhead utilities are not allowed within the subdivision.
- D. Public Drainage Easement: The applicant is proposing the typical utility and drainage easements along property lines on individual parcels.
- E. Easement Land Not Considered and Considered in Minimum Lot Area Calculation: All calculations appear to be correct.
- F. Lots Backing Onto Arterial Streets: There are no nearby arterial streets, therefore, there are no lots proposed which require residents to back onto an arterial street.
- G. Water and Sewer Lines: The utilities are shown in the existing exterior streets, within proposed side or rear easements, and in the proposed interior streets. Sanitary sewer will tie into the existing city infrastructure at the intersection of Deerfield Way.

The proposed subdivision is in conformance with Section 3-3-14 of City code.

### **SECTION 3-3-15 STREET NAMING:**

The subdivider has proposed one new street name (Elkhorn Circle).

The proposed subdivision is in conformance with Section 3-3-15 of City code.

### **SECTIONS 3-3-16 STREET LIGHT DESIGN STANDARDS:**

Conformance is required with the submittal of construction plans.

**SECTION 3-3-17 through 3-3-22 (inclusive):**

All referenced sections are applicable to Final Map submission, approval, and construction plans.

**SECTION 3-3-23 PARK LAND DEDICATIONS:**

There is no offer of dedication for park lands.

**SECTION 3-2-3 GENERAL PROVISIONS:**

Section 3-2-3(C)(1) of City code specifies use restrictions. The following use restrictions shall apply:

Principal Uses: Only those uses and groups of uses specifically designated, as “principal uses permitted” in zoning district regulations shall be permitted as principal uses; all other uses shall be prohibited as principal uses.

Accessory Uses: Uses normally accessory and incidental to permitted principal or conditional uses may be permitted as hereinafter specified.

Other uses may apply under certain conditions with application to the City.

Section 3-2-3(D) states that: “No land may be used or structure erected where the land is held by the planning commission to be unsuitable for such use or structure by reason of flooding, concentrated runoff, inadequate drainage, adverse soil or rock formation, extreme topography, low bearing strength, erosion susceptibility, or any other features likely to be harmful to the health, safety, and general welfare of the community. The planning commission, in applying the provisions of this section, shall state in writing the particular facts upon which its conclusions are based. The applicant shall have the right to present evidence contesting such determination to the city council if he or she so desires, whereupon the city council may affirm, modify, or withdraw the determination of unsuitability.”

The proposed subdivision and development is in conformance with Section 3-2-3 of City code.

**SECTION 3-2-4 ESTABLISHMENT OF ZONING DISTRICTS:**

1. Section 3-2-4(B) Required Conformity to District Regulations: The regulations set forth in this chapter for each zoning district shall be minimum regulations and shall apply uniformly to each class or kind of structure or land, except as provided in this subsection.
2. Section 3-2-4(B)(4) stipulates that no yard or lot existing on the effective date hereof shall be reduced in dimension or area below the minimum requirements set forth in this title.

The proposed subdivision is in conformance with Section 3-2-4 of City code.

**SECTION 3-2-5(B) R1 SINGLE-FAMILY RESIDENTIAL DISTRICT:**

Section 3-2-5(B)(2) Principal Uses Permitted:

1. Electric power substations, sewer lift stations, and water pump stations wherein service to district residents requires location within the district.
2. One single-family dwelling of a permanent character in a permanent location with each dwelling unit on its own parcel of land and provided all area and setback requirements are met.
3. Publicly owned and operated parks and recreation areas and centers.

The proposed subdivision and development is in conformance with Section 3-2-5(B). Conformance with Section 3-2-5(B) is required as the subdivision develops.

**SECTION 3-2-5(G) RESIDENTIAL ZONING DISTRICTS AREA, SETBACKS, AND HEIGHT:**

1. Lot areas are shown.
2. Lot dimensions are shown. The lots are in conformance with the specifications stipulated for the zoning in Elko City Code 3-2-5 with the exception of Lots 402, 403, 404, and 405. These lots are located on the curve of the cul-de-sac and have short front lot widths. A modification of standards is required to make these lots conform.

The proposed subdivision and development is in conformance with Section 3-2-5(G) of City code with the required modification of standards.

**SECTION 3-2-17 TRAFFIC, ACCESS, PARKING, AND LOADING:**

1. This Tentative Map consists of a single cul-de-sac. The interior circulation of the overall Tower Hill subdivision will be provided by new roads, which have already been dedicated to the City of Elko.
2. The proposed lots are large enough to develop the required off-street parking. Each unit will include a two-car garage within the individual lots.

The proposed subdivision and development is in conformance with Section 3-2-17 of City code. Conformance with Section 3-2-17 is required as the subdivision develops.

**SECTION 3-8 FLOOD PLAIN MANAGEMENT:**

The proposed subdivision and development is not located in a designated special flood hazard area and is in conformance with Section 3-8 of City Code.

**TITLE 9, CHAPTER 8 POST CONSTRUCTION RUNOFF CONTROL AND WATER QUALITY MANAGEMENT:**

Final design of the subdivision is required to conform to the requirements of this title. The Tentative Map storm drain infrastructure is shown through the area.



## **SECTION 3-2-28 HILLSIDE DEVELOPMENT REGULATIONS AND GUIDELINES**

Based on a Slope Analysis done by the project engineer, the average slope of the parcel being divided is 14.53%. Section 3-2-28 identifies hillside development as any parcel with an average slope of 15% or more. Therefore, the subdivision does not need to conform to the regulations and guidelines found in this section.

### **OTHER:**

The following permits will be required for the project:

1. State storm water general permit: Required submittals to the City of Elko are a plan view showing the storm water controls, a copy of the Storm Water Pollution Prevention Plan (SWPPP) and a copy of the certified confirmation letter from the Nevada Department of Environmental Protection.
2. A Surface Area Disturbance (SAD) is required if the disturbed area is equal to or greater than five (5) acres. A copy of the SAD permit is required to be submitted to the City of Elko.
3. A street cut permit from the City of Elko.
4. A grading permit from the City of Elko.
5. All other applicable permits and fees required by the City of Elko.
6. The City of Elko also requires submittal of the plans to the individual utility companies before permits will be issued for the project.

### **FINDINGS**

1. The proposed subdivision and development is in conformance with both the Land Use and Transportation components of the Master Plan as previously discussed in this report.
2. The proposed subdivision and development does not conflict with the Airport Master Plan; the City of Elko Development Feasibility, Land Use, Water Infrastructure, Sanitary Sewer Infrastructure, Transportation Infrastructure, and Annexation Potential Report – November 2012; the Wellhead Protection Program; or applicable sections of the Elko City Code.
3. The proposed subdivision complies with Section 3-3-5(E)(2)(a)-(k) as discussed in this report and as required by Section 278.349(3) of the Nevada Revised Statutes.
4. The property is not located within the Redevelopment Area. Therefore, there is no conflict with the Redevelopment Plan.

**STAFF RECOMMENDATION:**

Staff recommends this item be **conditionally approved** with the following conditions:

**Development Department:**

1. The subdivider is to comply with all provisions of the NAC and NRS pertaining to the proposed subdivision.
2. Tentative Map approval constitutes authorization for the subdivider to proceed with preparation of the Final Map and associated construction plans.
3. The Tentative Map must be approved by the Nevada Department of Environmental Protection prior to submitting for Final Map approval by the City of Elko.
4. Construction plans must be approved by the Nevada Department of Environmental Protection prior to issuance of a grading permit.
5. Tentative Map approval does not constitute authorization to proceed with site improvements.
6. The applicant must submit an application for Final Map within a period of four (4) years in accordance with NRS.360(1)(a). Approval of the Tentative Map will automatically lapse at that time.
7. A soils report is required with Final Map submittal.
8. A hydrology report is required with Final Map submittal.
9. Final Map construction plans are to comply with Chapter 3-3 of City code.
10. The subdivision design and construction shall comply with Title 9, Chapter 8 of City code.
11. The Utility Department will issue an Intent to Serve letter upon approval of the Tentative Map by the City Council.
12. A modification from standards be approved by City Council for Lot 402, 403, 404, and 405 to allow for shorter-than-required front lots widths.
13. Construction plans shall include the portion of shared-use path along Lamoille Highway that the developer will install.

**Public Works Department:**

14. All public improvements at time of development per Elko City code.



# CITY OF ELKO

## Planning Department

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Email: [planning@elkocitynv.gov](mailto:planning@elkocitynv.gov)

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

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August 13, 2020

Bureau of Water Pollution Control  
Nevada Division of Environmental Protection  
901 S. Stewart Street, Suite 4001  
Carson City, Nevada 89701-5249

Subject: Tower Hill, Unit 4, 6 Lots – Elko, Nevada

Attached is one copy of the Tentative Map for Tower Hill – Unit 4 in Elko, Nevada and one copy of the Flood Insurance Rate Map showing the location of the subdivision. This single family subdivision has 6 lots. This subdivision's water supply will be the City of Elko's municipal water system. The subdivision will also be served by the City of Elko Sanitary Sewer System and Storm Drainage System. Upon approval of the Tentative Map by the Elko City Council Dale Johnson, Utilities Director, will provide an Intent to Serve Letter to applicable state agencies.

Also enclosed is the review fee of \$418.00, Check No. 15857

Please let me know if you have any questions.

Sincerely,

Shelby Archuleta  
Planning Technician  
City of Elko Planning Department  
[sarchuleta@elkocitynv.gov](mailto:sarchuleta@elkocitynv.gov)

CC: High Desert Engineering, Attn: Tom Ballew, 640 Idaho Street, Elko, NV 89801  
Scott MacRitchie via email: [scott@macritchie.com](mailto:scott@macritchie.com)



# CITY OF ELKO

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August 13, 2020

State of Nevada  
Division of Water Resources  
901 S. Stewart Street, Suite 2002  
Carson City, Nevada 89701

Subject: Tower Hill, Unit 4, 6 Lots – Elko, Nevada

Attached is one copy of the Tentative Map for Tower Hill – Unit 4 in Elko, Nevada. This single family subdivision has 6 lots. The subdivision's water supply will be the City of Elko's municipal water system. Upon approval of the Tentative Map by the Elko City Council Dale Johnson, Utilities Director, will provide an Intent to Serve Letter to applicable state agencies.

Also enclosed is the review fee of \$186.00, Check No. 15858

Please let me know if you have any questions.

Sincerely,

Shelby Archuleta  
Planning Technician  
City of Elko Planning Department  
[sarchuleta@elkocitynv.gov](mailto:sarchuleta@elkocitynv.gov)

CC: High Desert Engineering, Attn: Tom Ballew, 640 Idaho Street, Elko, NV 89801  
Scott MacRitchie via email: [scott@macritchie.com](mailto:scott@macritchie.com)

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

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*Consulting Civil Engineering*  
*Land Surveying*  
*Water Rights*

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August 13, 2020

Shelby Archuleta  
City of Elko  
1751 College Avenue  
Elko, NV 89801

Re: Tower Hill Subdivision, Unit Number 4  
Tentative Map

Dear Shelby,

Attached for submittal of the above referenced Tentative Map to the State of Nevada are the following:

Submittal to NDEP:

- One (1) copy, consisting of 3 sheets, of the Tentative Map.
- One (1) copy of the Flood Insurance Rate Map showing the location of the subdivision.
- Check in the amount of \$ 418.00 (400.00 plus 6 lots at 3.00 each) for the Tentative Map review fee.

Submittal to DWR:

- One (1) copy, consisting of 3 sheets, of the Tentative Map.
- Check in the amount of \$ 186.00 (180.00 plus 6 lots at 1.00 each) for the Tentative Map review fee.

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

Sincerely,  
HIGH DESERT Engineering, LLC

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

enclosures

cc Scott MacRitchie - BDSA, LLC

# Tentative Map 5-20 - Tower Hill - Unit 4 - CC

YPNO	assess_nam	address1	address2	mcity	mzip
001929145	ARNOLD BECK CONSTRUCTION INC	} 1pc	283 GREENCREST DR	SPRING CREEK, NV	89815-
001929144	ARNOLD BECK CONSTRUCTION INC		283 GREENCREST DR	SPRING CREEK, NV	89815-
001929143	ARNOLD BECK CONSTRUCTION INC		283 GREENCREST DR	SPRING CREEK, NV	89815-
001929142	ARNOLD BECK CONSTRUCTION INC		283 GREENCREST DR	SPRING CREEK, NV	89815-
001929125	BDSA LLC	4518 N 32ND ST		PHOENIX, AZ	85018-3300
001770005	ELKO HOLDING GROUP LLC	C/O BACCARAT LADY, LLC	301 VILBERTI CT	LAS VEGAS, NV	89144-4010
00609E015	GERBER LENORE C TR	920 LONGLEAF DR		NORTH SALT LAKE, UT	84054-
001929136	GUTHRIE, ALYSSA	ROMERO, LUIS	2009 CHUKAR DR	ELKO, NV	89801-
001929137	HASTINGS, MITZI & JACKIE ET AL		2013 CHUKAR DR	ELKO, NV	89801-
001929149	JORDANELLE THIRD MORTGAGE LLC	4518 N 32ND ST	} 1pc	PHOENIX, AZ	85018-3300
001929141	JORDANELLE THIRD MORTGAGE LLC	4518 N 32ND ST		PHOENIX, AZ	85018-3300
001929140	JORDANELLE THIRD MORTGAGE LLC	4518 N 32ND ST		PHOENIX, AZ	85018-3300
001929138	JORDANELLE THIRD MORTGAGE LLC	4518 N 32ND ST		PHOENIX, AZ	85018-3300
001929139	JORDANELLE THIRD MORTGAGE LLC	4518 N 32ND ST		PHOENIX, AZ	85018-3300
001920058	ORMAZA SERIES LAMOILLE HWY LLC	PO BOX 339		ELKO, NV	89803-0330

8

Postmarked 8/14/20

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Elko City Council will conduct a series of public hearings on Tuesday, August 25, 2020 beginning at 5:30 P.M. P.D.S.T. utilizing GoToMeeting.com , and that the public is invited to provide input and testimony on these matters under consideration via the virtual meeting at <https://global.gotomeeting.com/join/376076485>

The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone at: <https://global.gotomeeting.com/join/376076485>. You can also dial in using your phone at **+1 (571) 317-3122**. The **Access Code** for this meeting is **376-076-485**.

Members of the public that do not wish to use GoToMeeting may call in at **(775)777-0590**. Comments can also be emailed to [cityclerk@elkocitynv.gov](mailto:cityclerk@elkocitynv.gov)

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

- Tentative Map No. 5-20, filed by BDSA, LLC, for the development of a subdivision entitled Tower Hill, Unit 4, involving the proposed division of approximately 8.601 acres of property into 5 lots for residential development and 1 remainder lot within the R1 (Single-Family Residential) Zoning District, and matters related thereto. The subject property is located northeast of Lamoille Highway and south of Stitzel Road. (APN 001-929-125)

Additional information concerning this item may be obtained by contacting the Elko City Planning Department at (775) 777-7160.

**ELKO CITY COUNCIL**



# CITY OF ELKO

## Planning Department

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

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July 20, 2020

Elko County Planning and Zoning  
540 Court Street, Suite 104  
Elko, NV 89801

Re: Tentative Map No. 5-20 / Tower Hill – Unit 4

In accordance with the Communication Policy between the City of Elko and Elko County, the City of Elko hereby notices and advises the Board of County Commissioners of the County of Elko of the City's intention to consider a subdivision Tentative Map for division of approximately 8.83 acres of land into 5 lots and a remainder parcel. Please find enclosed a copy of the Tentative Map for your review and comment.

The subject property is located generally on the southwest side of Deerfield Way.

Review by the Elko City Planning Commission is scheduled for their August 4, 2020, regular meeting.

Please submit written comments to the Elko City Planning Department. If we do not receive written comments prior to the scheduled meeting, we will assume you have no concerns regarding this application.

Thank you for your attention to this matter.

Sincerely,

Shelby Archuleta  
Planning Technician

Enclosures



## Shelby Archuleta

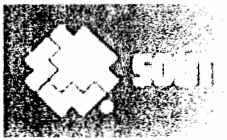
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**From:** Amanda Marcucci <Amanda.Marcucci@swgas.com>  
**Sent:** Friday, June 26, 2020 9:25 AM  
**To:** Shelby Archuleta  
**Subject:** Tentative Map No 5-20/Tower Hill - Unit 4  
**Attachments:** Scanned from a Xerox Multifunction Printer.pdf

Hi Shelby,

Southwest Gas does not have any objections to Tentative Map No 5-20/Tower Hill – Unit 4.

Amanda



Amanda Marcucci, PE | Supervisor/Engineering

PO Box 1190 | 24A 580 | Carson City, NV 89702-1190  
direct 775.837.2871 | mobile 775.430.0723 | fax 775.852.6072  
[amanda.marcucci@swgas.com](mailto:amanda.marcucci@swgas.com) | [www.swgas.com](http://www.swgas.com)

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**The information in this electronic mail communication (e-mail) contains confidential information which is the property of the sender and may be protected by the attorney-client privilege and/or attorney work product doctrine.** It is intended solely for the addressee. Access to this e-mail by anyone else is unauthorized by the sender. If you are not the intended recipient, you are hereby notified that any disclosure, copying, or distribution of the contents of this e-mail transmission or the taking or omission of any action in reliance thereon or pursuant thereto, is prohibited, and may be unlawful. If you received this e-mail in error, please notify us immediately of your receipt of this message by e-mail and destroy this communication, any attachments, and all copies thereof.

Southwest Gas Corporation does not guarantee the privacy or security of information transmitted by facsimile (fax) or other unsecure electronic means (including email). By choosing to send or receive information, including confidential or personal identifying information, via fax or unencrypted e-mail, you consent to accept any associated risk.

*Thank you for your cooperation.*

\*\*\*\*\*  
\*\*\*\*\*



# CITY OF ELKO

## Planning Department

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June 9, 2020

Southwest Gas Corporation  
**Engineering Department**  
PO Box 1190  
Carson City, NV 89702

SUBJECT: Tentative Map No. 5-20/Tower Hill – Unit 4

To Whom It May Concern:

Enclosed for your review and information is a copy of the submitted tentative map for the proposed Tower Hill – Unit 4 subdivision, which is tentatively scheduled for consideration by the Elko City Planning Commission at their August 4, 2020 meeting.

Please submit written comments to the Elko City Planning Department. If we do not receive written comments prior to the scheduled meeting, we will assume you have no concerns regarding this application.

Thank you for your attention to this matter.

Sincerely,

Shelby Archuleta  
Planning Technician

Enclosures



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June 9, 2020

NV Energy  
**Mr. Robert Lino**  
4216 Ruby Vista Dr.  
Elko, NV 89801-1632

SUBJECT: Tentative Map No. 5-20/Tower Hill – Unit 4

Dear Mr. Lino:

Enclosed for your review and information is a copy of the submitted tentative map for the proposed Tower Hill – Unit 4 subdivision, which is tentatively scheduled for consideration by the Elko City Planning Commission at their August 4, 2020 meeting.

Please submit written comments to the Elko City Planning Department. If we do not receive written comments prior to the scheduled meeting, we will assume you have no concerns regarding this application.

Thank you for your attention to this matter.

Sincerely,

Shelby Archuleta  
Planning Technician

Enclosures



# CITY OF ELKO

## Planning Department

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---

June 9, 2020

Frontier Communications  
**John Poole**  
1520 Church Street  
Gardnerville, NV 89410

SUBJECT: Tentative Map No. 5-20/Tower Hill – Unit 4

Dear Mr. Poole:

Enclosed for your review and information is a copy of the submitted tentative map for the proposed Tower Hill - Unit 4 subdivision, which is tentatively scheduled for consideration by the Elko City Planning Commission at their August 4, 2020 meeting.

Please submit written comments to the Elko City Planning Department. If we do not receive written comments prior to the scheduled meeting, we will assume you have no concerns regarding this application.

Thank you for your attention to this matter.

Sincerely,

Shelby Archuleta  
Planning Technician

Enclosures



# CITY OF ELKO

## Planning Department

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Email: [planning@elkocitynv.gov](mailto:planning@elkocitynv.gov)

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

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June 9, 2020

Elko County School District  
**Ms. Michele Robinson**  
PO Box 1012  
Elko, NV 89803

SUBJECT: Tentative Map No. 5-20/Tower Hill – Unit 4

Dear Ms. Robinson:

Enclosed for your review and information is a copy of the submitted tentative map for the proposed Tower Hill – Unit 4 subdivision, which is tentatively scheduled for consideration by the Elko City Planning Commission at their August 4, 2020 meeting.

Please submit written comments to the Elko City Planning Department. If we do not receive written comments prior to the scheduled meeting, we will assume you have no concerns regarding this application.

Thank you for your attention to this matter.

Sincerely,

Shelby Archuleta  
Planning Technician

Enclosures



# CITY OF ELKO

## Planning Department

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Email: [planning@elkocitynv.gov](mailto:planning@elkocitynv.gov)

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

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June 9, 2020

Zito Media

**Mr. Joe Bates**

VIA Email: [joe.bates@zitomedia.com](mailto:joe.bates@zitomedia.com)

SUBJECT: Tentative Map No. 5-20/Tower Hill – Unit 4

Dear Mr. Bates:

Enclosed for your review and information is a copy of the submitted tentative map for the proposed Tower Hill – Unit 4 subdivision, which is tentatively scheduled for consideration by the Elko City Planning Commission at their August 4, 2020 meeting.

Please submit written comments to the Elko City Planning Department. If we do not receive written comments prior to the scheduled meeting, we will assume you have no concerns regarding this application.

Thank you for your attention to this matter.

Sincerely,

Shelby Archuleta  
Planning Technician

Enclosures



**City of Elko – Development Department**  
**1755 College Avenue**  
**Elko, NV 89801**  
**Telephone: 775.777.7210**  
**Facsimile: 775.777.7219**

June 8, 2020

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

Re: Tower Hill Phase 4 Tentative Map – Complete Submittal

Dear Mr. Ballew:

The City of Elko has reviewed your Tentative Map application materials for Tower Hill Phase 4 (submitted June 9, 2020) and has found them to be complete. We will now begin processing your application by transmitting the materials to other City departments for their review. You may receive further comments or corrections as these reviews progress. Barring any complications, this Tentative Map will be scheduled for Planning Commission on August 4, 2020 and City Council on August 25, 2020.

I will keep you updated on the status of your application, but please feel free to contact me at (775) 777-7217 if you have any questions.

Sincerely,

Michele Rambo, AICP  
Development Manager  
mrambo@elkocitynv.gov

CC: BDSA, LLC  
Attn: Scott MacRitchie  
312 Four Mile Trail  
Elko, NV 89801

City of Elko – File

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

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*Consulting Civil Engineering*  
*Land Surveying*  
*Water Rights*

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June 1, 2020

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

Re: Tower Hill Subdivision, Unit Number 4  
Tentative Map

Dear Cathy,

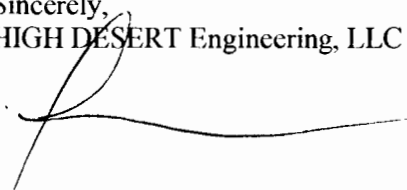
Enclosed please find the following items regarding the above referenced project:

- Application for Tentative Map Approval.
- Three (3) 24"x36" copies (consisting of 3 sheets each) of the proposed Tentative Map.
- One (1) copy of the subdivision lot calculations.
- Check in the amount of \$ 900.00 for the Tentative Map review fee.

Pdf copies of the documents listed above will be transmitted to you.

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

Sincerely,  
HIGH DESERT Engineering, LLC

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

enclosures

cc Scott MacRitchie - BDSA, LLC

**RECEIVED**

JUN 08 2020





## CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue \* Elko \* Nevada \* 89801

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

### APPLICATION FOR TENTATIVE MAP (STAGE II) APPROVAL

**\*\*PRIOR TO SUBMITTING THIS APPLICATION, PRE-APPLICATION (STAGE I) MUST BE COMPLETE\*\***

APPLICANT(s): BDSA, LLC  
MAILING ADDRESS: 312 Four Mile Trail, Elko, NV 89801  
PHONE NO (Home): \_\_\_\_\_ (Business) (775) 340-6005  
EMAIL: scott@macritchie.com  
NAME OF PROPERTY OWNER (If different): \_\_\_\_\_ same  
(Property owner consent in writing must be provided)  
MAILING ADDRESS: same  
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):  
ASSESSOR'S PARCEL NO.: 001-929-12575  
Address Not addressed  
Lot(s), Block(s), & Subdivision \_\_\_\_\_  
Or Parcel(s) & File No. Parcel B, File 741117  
APPLICANT'S REPRESENTATIVE: High Desert Engineering, LLC  
MAILING ADDRESS: 640 Idaho Street, Elko, NV 89801  
PHONE NO: (775) 738-4053

#### FILING REQUIREMENTS:

**Complete Application Form:** In order to begin processing the application, an application form must be complete and signed. *Complete* applications are due at least 42 days (6 weeks) prior to the next scheduled meeting of the Elko City Planning Commission (meetings are the 1<sup>st</sup> Tuesday of every month), and must include the following:

1. One .pdf of the entire application, and three (3) 24" x 36" copies of the tentative map, grading plan, and utility plan folded to a size not to exceed 9"x12" provided by a properly licensed surveyor or civil engineer, and any required supporting data, prepared in accordance with Section 3-3-5 9C) and 3-3-6 of the Elko City Code (see attached checklist).
2. A Development Master Plan when, in the opinion of the Planning Commission, the proposed subdivision possesses certain characteristics, such as size, impact on neighborhoods, density, topography, utilities, and/or existing and potential land uses, that necessitate the preparation of a Development Master Plan.
3. Application/fees for State of Nevada review. (See Page 5)

**Fee:** \$750.00 + \$25.00 per lot including remainder parcels; non-refundable.

**Other Information:** The applicant is encouraged to submit other information and documentation to support the request.

**RECEIVED**

**PROJECT DESCRIPTION OR PURPOSE:** \_\_\_\_\_

Development of 5 single family residential lots.

(Use additional pages if necessary)

### Preliminary Plat Checklist 3-3-6

Date	Name
<b>Identification Data</b>	
✓	Subdivision Name
✓	Location and Section, Township and Range
✓	Reference to a Section Corner or Quarter-Section Corner
✓	Name, address and phone number of subdivider
✓	Name, address and phone number of engineer/surveyor
✓	Scale, North Point and Date of Preparation
✓	Dates of Revisions
✓	Location maps
✓	Legal description of boundaries
<b>Existing Conditions Data</b>	
✓	2' contours on city coordinate system
✓	Location of Water Wells
✓	Location of Streams, private ditches, washes and other features
✓	Location of Designated flood zones
✓	The Location, widths and Names of all platted Streets, ROW
✓	Municipal Corporation Lines
✓	Name, book and page numbers of all recorded plats
✓	Existing Zoning Classifications
✓	Zoning of Adjacent Properties
✓	Dimensions of all tract boundaries, gross and net acreage
<b>Proposed Conditions Data</b>	
✓	Street Layout, location, widths, easements
	Traffic Impact Analysis
✓	Lot Layout, including dimensions of typical lots
✓	Corner Lot Layout
✓	Lot layout on Street Curves
✓	Each lot numbered consecutively
✓	Total number of lots
✓	Location, Width and proposed use of easements
✓	Location, extent and proposed use of all land to be dedicated
✓	Location and boundary of all proposed zoning districts
	Draft of proposed deed restrictions
✓	Preliminary Grading Plan
✓	Conceptual cut and fill
✓	Estimated quality of material to be graded
<b>Proposed Utilities</b>	
✓	Sewage Disposal, design for sewage disposal
✓	Water Supply, Evidence of adequate volume and quality
✓	Storm Drain, Preliminary Calculations and Layout
✓	Telephone, Power, Gas, Television
	Intent to Serve Letter from Utility Department

**By My Signature below:**

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

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

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

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

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

**Applicant / Agent:** BDSA, LLC  
(Please print or type)

**Mailing Address:** 312 Four Mile Trail  
(Street Address or P.O. Box)  
Elko, NV 89801  
(City, State, Zip Code)

Phone Number: (775) 340-6005

Email address: scott@macritchie.com

**SIGNATURE:** Scott Macritchie

**FOR OFFICE USE ONLY**

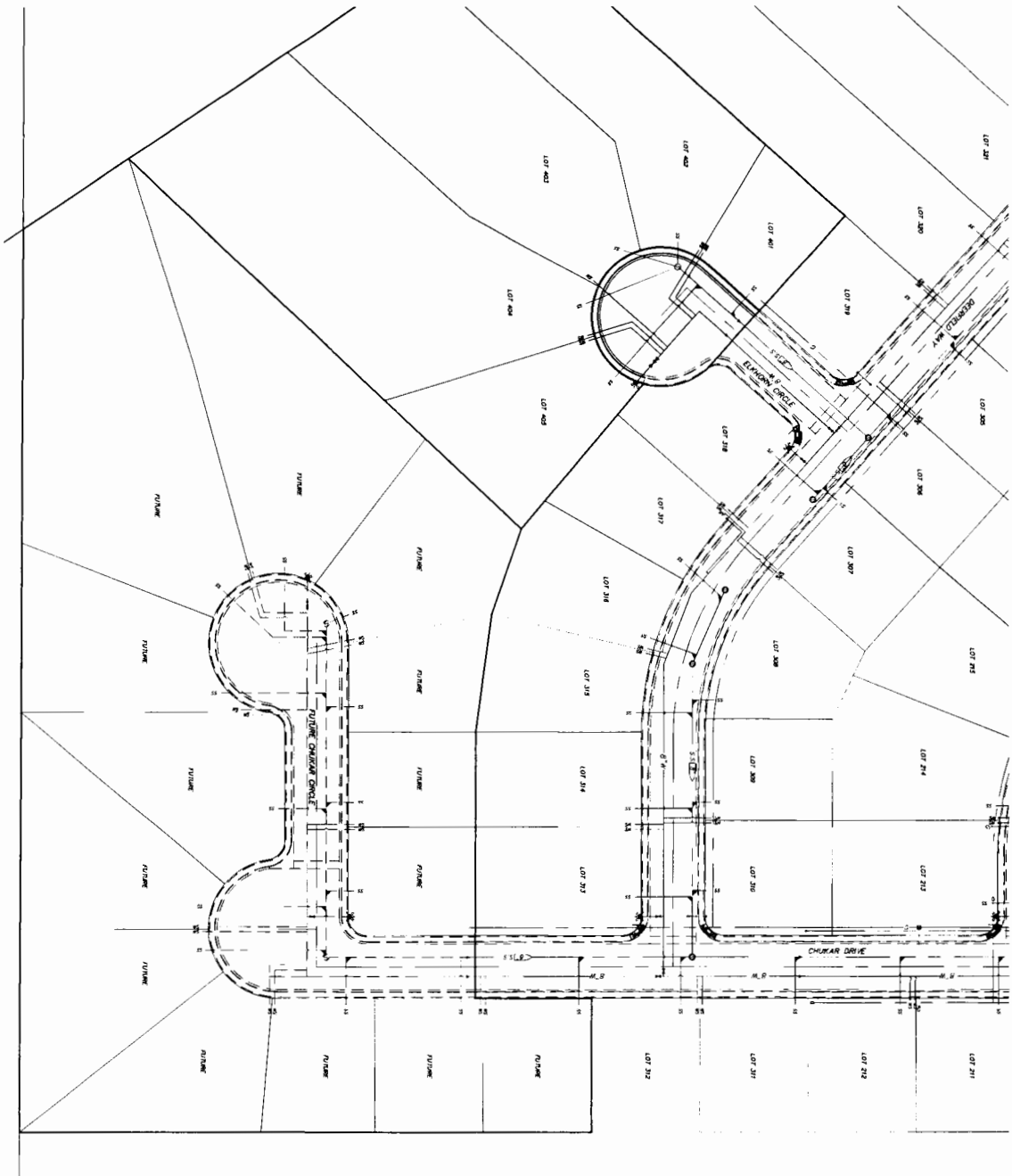
**File No.:** 5-20 **Date Filed:** 6/8/20 **Fee Paid:** \$900.00 **CV#** 2039

5 Lots + remainder = 6 x 25 = 150  
+ 750  
\$900

BDSA, LLC



Figure 1 shows a horizontal scale bar. The bar is divided into segments by vertical tick marks. The markings are labeled 0, 40, 80, 120, and 160. Below the bar, the text "SCALE: 1"=40'" is written.



1. WATER SERVICES TO BE PROVIDED 24 HOURS A DAY, 7 DAYS A WEEK, 365 DAYS A YEAR, AT THE DISCRETION OF THE BOARD OF DIRECTORS.
2. WATER SERVICES TO BE PROVIDED TO ALL RESIDENTS OF THE COMMUNITY.
3. WATER SERVICES TO BE PROVIDED TO ALL BUSINESSES AND INDUSTRIES WITHIN THE COMMUNITY.
4. WATER SERVICES TO BE PROVIDED TO ALL GOVERNMENT AGENCIES WITHIN THE COMMUNITY.
5. WATER SERVICES TO BE PROVIDED TO ALL NON-RESIDENTS OF THE COMMUNITY.
6. WATER SERVICES TO BE PROVIDED TO ALL NON-RESIDENTS OF THE COMMUNITY.
7. WATER SERVICES TO BE PROVIDED TO ALL NON-RESIDENTS OF THE COMMUNITY.



DESIGNED BY: <u>TCB</u>	REV	DATE	DESCRIPTION	BY	APP'D
DRAWN BY: <u>TCB</u>					
CHECKED BY: <u>TCB</u>					
APPROVED BY: _____					
DATE: <u>MAY 2020</u>					

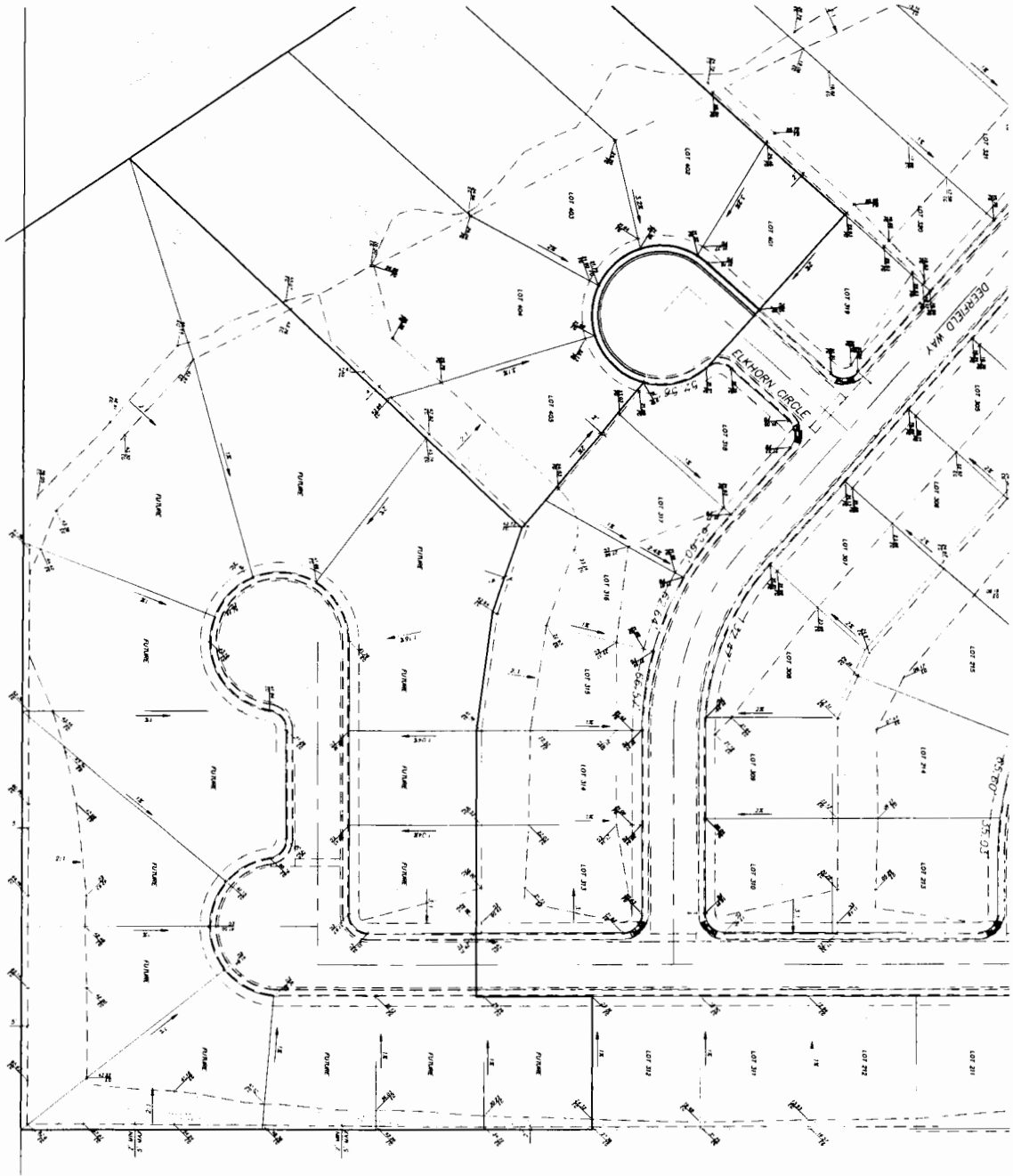
ELKO ELKO COUNTY NEVADA

(775) 738-4053



Bay View's Buta Island Projects 2009\MS-Attch\Rev\Rev\Turner Unit 3 Rev\_04.dwg 5/4/2020 3:49:52 PM PJO

# TENTATIVE MAP - GRADING PLAN



0 40' 80' 120' 160'

SCALE: 1"=40'

BY: TOWER HILL SUBDIVISION, INC. DATE: 05/11/2020



SHEET 3 OF 3

CONSULTING ENGINEERING & SURVEYING  
**HIGH 1 DESERT ENGINEERING LLC**  
 840 DALLAS STREET  
 ELKO, NEVADA 89601  
 (775) 738-4053

SCALE: 1"=40'  
 HORIZ: 1"=40'  
 VERT: 1"=40'  
 JOB No. 5989  
 DWG. No. 200047

TOWER HILL SUBDIVISION - UNIT NUMBER 4  
 TENTATIVE MAP  
 GRADING PLAN  
 ELKO ELKO COUNTY NEVADA

DESIGNED BY: TCB  
 DRAWN BY: TCB  
 CHECKED BY: TCB  
 APPROVED BY: TCB  
 DATE: MAY 2020



## GRADING & DRAINAGE NOTES

1. ALL GRADING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NCEM GRADING MANUAL AND THE NCEM DRAINAGE MANUAL.
2. THE GRADING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NCEM GRADING MANUAL AND THE NCEM DRAINAGE MANUAL.
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