



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, September 28, 2021 at 4:00 P.M.-7:00 P.M., P.D.S.T.,
at the Elko City Hall, 1751 College Avenue, Elko, Nevada
and by utilizing [GoToMeeting.com](https://global.gotomeeting.com/join/667617301)

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

[GoToMeeting.com](https://global.gotomeeting.com/join/667617301)

<https://global.gotomeeting.com/join/667617301>

ELKO CITY HALL

1751 College Avenue, Elko, NV 89801

Date/Time Posted: 8:30 a.m. P.D.S.T., Thursday, September 23, 2021

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

The public may contact Kim Wilkinson by phone at (775) 777-7110 or email at kwilkinson@elkocitynv.gov 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/667617301> You can also dial in using your phone at **United States: +1 (872) 240-3212** the Access Code for this meeting is **667-617-301** Public Comment and questions can be received by calling (775) 777-0590 or by emailing: cityclerk@elkocitynv.gov

Dated this 23rd day of September, 2021

NOTICE TO PERSONS WITH DISABILITIES

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

Curtis Calder, City Manager
Elko, Nevada

CITY OF ELKO
CITY COUNCIL AGENDA
REGULAR MEETING
4:00 P.M., P.D.S.T.
TUESDAY, SEPTEMBER 28, 2021
1751 COLLEGE AVENUE, ELKO, NEVADA 89801
<https://global.gotomeeting.com/join/667617301>

CALL TO ORDER

The Agenda for this meeting of the City of Elko City Council has been properly posted for this date and time in accordance with NRS requirements.

ROLL CALL

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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

APPROVAL OF MINUTES: September 9, 2021 Special Session
 September 14, 2021 Regular Session

I. APPROPRIATIONS

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review and possible approval of Print n' Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review and possible approval of Stonerock Sound Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- D. Review and possible approval of General Hand-Cut Checks, and matters related thereto. **FOR POSSIBLE ACTION**
- E. Review, consideration, and possible approval for the Fire Department to purchase and replace a 1990 Aerial Fire Truck Apparatus (Ladder 2), and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko Fire Department would like to purchase a 2008 Pierce 95' Midmount Aerial from Brindlee Mountain/Fire Trucks Unlimited. The current Ladder 2 is 31 years old, which is beyond the National Fire Protection Association

(NFPA) recommended maximum age for Aerial Apparatus to be in front line use. This apparatus will increase firefighter safety and health, emergency response and scene capabilities, provide greater storage and personnel carrying capacity and reduce rising maintenance cost. The truck will be purchased utilizing a purchasing program with nppgov and the total amount for the apparatus will be \$578,875 with a 50 % down payment, and 50% upon delivery and completion to the City. MG

II. UNFINISHED BUSINESS

- A. Review, consideration, and possible approval of a Revocable License Agreement between the City of Elko and Elevation Transport, and matters related thereto for the use of Airport land as a parking area, and matters related thereto. **FOR POSSIBLE ACTION**

Elevation Transport contacted Staff regarding two (2) parcels leased to Joe's Hauling, known as APN 006-09G-030 and 006-09G-008. In the event Joe's Hauling and the City enter into lease termination agreements for these two parcels, subject to Council approval, Elevation Transport desires to enter into a revocable license agreement with the City to use these parcels as a parking area. JF

III. NEW BUSINESS

- A. Review, consideration, and possible approval of Revocable Permit No. 2-21, filed by Kevin and Dulcy Engelmeier, to occupy +/- 692 square feet of Jennings Way Right-of-Way adjacent to their parcel located at 658 Cortney Drive to accommodate landscaping and a fence, and matters related thereto. **FOR POSSIBLE ACTION**

The applicant is requesting the revocable permit for an area which is currently fenced and landscaped as part of their exterior side yard along Jennings Way. CL

- B. Review, consideration, and possible approval of Revocable Permit No. 3-21, filed by 346 Silver St, LLC., to occupy +/- 657 square feet of 4th Street Right-of-Way adjacent to their parcel located at 346 Silver Street to accommodate outdoor dining with related improvements such as a railing and awning, and matters related thereto. **FOR POSSIBLE ACTION**

The applicant is requesting the revocable permit to create an outdoor dining area which could be enclosed by a railing and covered by a roof structure. CL

- C. Review, consideration, and possible approval of a Deed of Dedication for a Public Utility Easement, on City owned property, APN 001-01R-002, and matters related thereto. **FOR POSSIBLE ACTION**

Anthem Broadband has requested this utility easement be dedicated for public use. Anthem Broadband intends to install a microduct conduit for their own use, and would also install a spare conduit, dedicated to the City, for our own future use, or use by others with City approval. The proposed easement crosses the Humboldt River, on City owned property, just west of the 5th Street bridge. BT

- D. Review, consideration, and possible approval of a Deed of Dedication for a Public Utility Easement, on City owned property, APN 001-660-003, and matters related thereto. **FOR POSSIBLE ACTION**

Anthem Broadband has requested this utility easement be dedicated for public use. Anthem Broadband intends to install a pull box behind the sidewalk, just outside of the Right-of-Way of Dotta Drive, within the Angel Park property. BT

- E. Review, consideration and possible approval of a termination agreement between the City of Elko and Joe's Hauling LLC for APN 006-09G-008, and matters related thereto. **FOR POSSIBLE ACTION**

Elevation Transport contacted Staff regarding entering into a lease with the City of Elko for a parcel referred to as APN 006-09G-008, which is currently leased to Joe's Hauling. Joe's Hauling informed City Staff that it was interested in terminating its lease for this parcel. Joe's Hauling is no longer in business. JF

IV. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Review, consideration, and possible approval for White Cloud Communications Incorporated (White Cloud) to occupy approximately 4,625 feet of City owned conduit as shown on its plans for the Cedar Street Project, generally extending from D Street to 9th Street, and matters related thereto. **FOR POSSIBLE ACTION**

White Cloud Communications Incorporated (White Cloud) is requesting to use City owned conduit along Cedar Street, generally extending from D Street to 9th Street. White Cloud is proposing the installation of a 144 Pair Fiber Cable in the conduit. Use of this conduit would be nonexclusive. BT

- B. Ratification of the Police Chief issuing a 35-day Temporary Wholesale Liquor License and issue a Regular Wholesale Liquor License, to Christina Beltram, In Jae Chyun, and Paul Russo, Jr, DBA Soul of Spirits Corp., located at 1885 Old Florence Way, Unit #117, West Wendover, NV 89883, and matters related thereto. **FOR POSSIBLE ACTION**

- C. Ratification of the Police Chief issuing a 60-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Jonathan Lund and Travis Shumway, DBA Double Dice RV Park, located at 3730 Idaho Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

V. 5:30 P.M. PUBLIC HEARINGS

- A. Review, consideration, and possible action to adopt Resolution No. 27-21, a resolution and order vacating a portion of Deerfield Way Right-of-Way, consisting of an area approximately 2,740 sq. ft. abutting APN 001-920-068, which is located within the City of Elko, Nevada, to the abutting property owner Kenneth R. Moores Revocable Living Trust, filed and processed as Vacation No. 5-21, and matters related thereto. **FOR POSSIBLE ACTION**

Council accepted the petition to vacate this Right-of-Way at its regular meeting of August 10, 2021, 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 September 7, 2021, and took action to forward a recommendation to Council to adopt a resolution, which conditionally approves Vacation No. 5-21 with findings in support of its recommendation. CL

- B. Public hearing pursuant to NRS 268.059(1)(a) regarding the fair market value and possible sale at public auction of approximately 98,526 sq. ft. of City-owned property located generally on the Elko Regional Airport, designated as LEASE AREA N2. Discussion and possible motion determining that the annual market rent value of the property is \$29,558.00 in accordance with the appraisal of Jason Buckholz of CRBE, Inc., appraiser, and possible adoption of Resolution No. 25-21, a resolution of the Elko City Council finding it is in the best interest of the City to lease land LEASE AREA N2 and hereby declaring its intention to lease such property at public auction pursuant to City Code Section 8-1-3 and NRS 268.062, and matters related thereto. **FOR POSSIBLE ACTION**

REACH Air Medical has petitioned the City of Elko to lease airport owned property identified as Lease Area N2 located on the Elko Regional Airport. Council accepted the petition and authorized Staff to obtain the required appraisal and proceed with the statutory process of leasing the parcel at public auction as required by NRS 268.062. JF

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

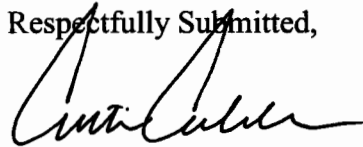
COMMENTS BY THE GENERAL PUBLIC

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

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

ADJOURNMENT

Respectfully Submitted,

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

Curtis Calder
City Manager

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

SS September 9, 2021

The City Council of the City of Elko, State of Nevada met for a special meeting beginning at 3:00 p.m., Thursday, September 9, 2021. The meeting was held at the Elko City Hall, 1751 College Avenue, Elko and via GoTo Meeting.

This meeting was called to order by Mayor Reece Keener. The public can participate in person, 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.

CALL TO ORDER

ROLL CALL

Council Present: Mayor Reece Keener
Councilwoman Mandy Simons
Councilman Chip Stone
Councilman Clair Morris
Councilman Giovanni Puccinelli

City Staff Present: Curtis Calder, City Manager
Scott Wilkinson, Assistant City Manager
Kelly Wooldridge, City Clerk
Jan Baum, Financial Services Director
Dennis Strickland, Public Works Director
Cathy Laughlin, City Planner
Ty Trouten, Police Chief
Dale Johnson, Utilities Director
DJ Smith, Computer Information Systems Coordinator
Diann Byington, Recording Secretary

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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

Sheldon Hetzel, Bailey Homes, thanked Council for the opportunity to speak about the ARPA funding. There are lots of worthy causes that the money could be spent on but he hoped it would be used for something that can be used for generations to come. We may not have this opportunity for a long time, if ever. He came to speak about the housing industry. The corona virus has significantly impacted the housing industry. They have difficulty getting products and it nearly impossible to sign a contract to sell a home. The public is frustrated because of the time lead and

the pricing jumps. He felt there may be more of a housing issue than there is now. The long term consequences of COVID will be felt for a long while, with more people coming to Council asking for help long after this money has been spent. He would be in support of improving the infrastructure. They find it difficult to find property within the City that they can develop. That usually has to do with the availability of infrastructure. Right now there is a low cap on the infrastructure that only allows them to build to a certain elevation. We have talked about that for about a decade. The City just doesn't have the resources to provide that infrastructure. He encouraged the City looking at those kinds of investments. That will provide long-term connectivity. We need to get tanks and water lines in for that. It is beyond a housing issue. The hospital has run out of water more than once in the last year. The whole community would benefit from those types of infrastructure projects. Long-term planning of roadways can help with some of the congestion in town. There are Master Plan ideas that have been out there for a long time such as the Errecart roadway. These are all big number projects and he realizes this money will not take care of all of them but he is in support with that type of futuristic planning.

I. PUBLIC HEARINGS

- A. Brief presentation regarding the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) established under the American Rescue Plan Act (ARPA), and matters related thereto. **INFORMATION ONLY – ACTION WILL NOT BE TAKEN**

Jan Baum, Financial Director, gave a presentation. We will likely have grant applications and based on this meeting, we will start putting those together.

Mayor Keener asked when the applications are received and projects selected, will it go to the state for approval?

Ms. Baum answered no.

Mayor Keener asked if it would be up to us to make sure it was a qualifying project.

Ms. Baum answered yes. We need to remember that this is in response to the pandemic.

Curtis Calder, City Manager, said we need to be careful not to conflate the various government programs that are out there. As we discuss some of these infrastructure projects, some of these may qualify for speculative federal program dollars through the infrastructure legislation that is being discussed in Washington, D.C. Nothing is finalized on that but folks are speculating the State of Nevada is going to receive a large chunk of money specific to infrastructure. We want to be careful when we are prioritizing ARPA funds that we don't put something in the ARPA bucket when it could be paid for through the infrastructure bucket. We need to make sure we are in compliance with the federal funds because if we are not the Federal Government can come back on the backside of this project and say the project wasn't eligible and we have to pay them back. We don't want to be in that position. He gave a presentation. That will open up the discussion of other spending ideas. We will take notes as people bring up other ideas. As we have our second public hearing, we will refine and add to the ideas and put everything down that we can. Then it is a matter of people applying for funding and making sure it is eligible under ARPA.

Ester Quilici asked about when the application process will begin.

Mr. Calder answered they envision the application process beginning sometime after the second public hearing. We are looking at what the application process should look like, starting with what should the form look like. He anticipated there will be a draft application in the next 30 days for Council to approve. After that we will be ready to start taking applications.

- B. Review, discussion, and possible action to prioritize eligible spending ideas, and matters related thereto. **FOR POSSIBLE ACTION**

According to the U.S. Department of the Treasury, eligible spending must fall into four (4) categories:

1. *To respond to the COVID-19 public health emergency or its negative economic impacts;*
2. *To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;*
3. *For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and*
4. *To make necessary investments in water, sewer, or broadband infrastructure.*

Mr. Calder wanted to take public comments and get as many ideas as possible.

Sherman Hawkes and Tom Tipton, representing the Tipton Family Trust, stated they are the owner of 305 acres just west of the Hospital. They have been in conversation with the City for many years regarding a Right-of-Way easement going through the property. We have agreed to provide the ROW easement for Errecart Blvd. Recently they received a request from Mr. Wilkinson about providing an additional easement from the 5200 to the 5400 water zones. He has communicated back to him that they are in agreement of that as well. They are going to work with the City in the hopes that they will get that infrastructure in that property. They appreciate the opportunity to work with the City to prepare the easement. There was a sewer line that was necessary that may require another easement.

Scott Wilkinson, Assistant City Manager, answered yes, the 9th Street sewer line that was shown on the drawings he sent to them, but there was another private party that needed to be contacted. If the Council were to select this area as a possible project, there would be an agreement between the parties that would come back to Council for approval. All of the water projects that are presented require engineering and we are probably looking at \$1.5 million in engineering. We would have to get that done before we move out to bid the projects. That could take a year and another 2 years to complete the projects.

Mayor Keener asked if the engineering costs would be recoverable through the ARPA funding.

Mayor Keener thanked them for the presentation. He hears concerns frequently about behavioral health. Their group is trying to rise to the challenge. There is a big need in our community. This is listed as "For Possible Action" but he felt it was too preliminary right now to start prioritizing the projects.

Mr. Calder said this was put down as a starting point. We have been concerned about behavioral health in our community for quite some time, especially from a law enforcement standpoint. We wanted to get that number out there. We don't have the application process figured out yet. He suggested talking to the hospital about inpatient needs and see if they are willing to provide that service.

Councilman Stone stated mental health is huge, especially with COVID. It has exploded because of COVID and having to stay home. He agreed with talking to the hospital about mental health care.

Councilman Morris agreed that we need to get the hospital on board with this.

Councilwoman Simons said Nevada Health Centers charges on a sliding scale and the hospital charges a lot of money for their services. We need the services and the folks that need it don't have the money to spend at the hospital. We need to be careful there and look closer at it.

NO ACTION

- D. Review, discussion, and consideration of a proposal from the Boys & Girls Clubs of Elko for a \$400,000 commitment of SLFRF towards a Childcare Center Renovation Project, and matters related thereto. **FOR POSSIBLE ACTION**

A copy of the proposal has been included in the agenda packet for review. CC

Mr. Calder said the request was received over a month ago but we weren't ready to discuss it. He invited Rusty to come and speak about this.

Rusty Bahr, Boys and Girls Club, spoke about his request. They are looking to expand their services to include childcare by adding to their facility. We are in a state of childcare crisis. They do qualify for the assistance. They hope to open their new centers by May 2022. They will have infants all the way up to 18 years old. They are asking for \$400,000 to complete the City facility. When the application process is out they will be the first to bring their application in and be ready to go.

NO ACTION

- E. Review, discussion, and consideration of various requests from various local non-profit organizations, including possible determinations regarding funding eligibility, and matters related thereto. **FOR POSSIBLE ACTION**

Several non-profit organizations have inquired about possible ARPA funding, including:

- Western Folklife Center
- Friends In Service Helping (FISH)
- Local Area Shelter Support Organization (LASSO)
- Family Resource Center
- Igloo
- Elko Institute for Academic Achievement (EIAA)

Staff is requesting direction with regard to eligibility and funding amounts. CC

Ashlyn Greener, Family Resource Center, handed out some paperwork (Exhibit "A") and spoke about what their application request will include.

Jon Griggs, Western Folklife Center, stated they were not able to hold the gathering this year. It has been tough on all of us and the center. They have been able to keep the doors open and the staff employed by dipping into our endowment. That is supposed to be investment income. They suffered a significant loss that will be included in their application, north of \$364,576 (approx.). We are right in the middle of planning the 38th National Cowboy Poetry Gathering for January 24th through 29th.

Matt Burwell, Igloo Recreation Center, said they are in the process of building a refrigerated ice rink so we can grow the sport of hockey and all the other sporting events that go on in their facility. The pandemic has slowed their progress. They have suffered some lost revenue due to COVID. He hoped the City would consider their request and deem it eligible. He also wondered if the water and sewer upgrades they are required to do at their facility would be eligible for the funding. He estimated they lost about \$10,000 from cancelling fund raisers. The water/sewer infrastructure would cost another \$40,000. He felt it would be easy to justify the numbers for the application.

Mr. Calder explained LASSO lost the ability to fund raise over the last year or so. Their application will include a loss number of roughly \$20,000. LASSO could always use more money and if they could qualify for more it would be put right back into the Animal Shelter to pay for the spay and neuters.

Councilman Stone asked about opening up the grants to more than just non-profit organizations, such as local small businesses.

Mr. Calder answered there are programs we can work with through ARPA for private businesses but they are probably a bit different. The County had a program through CARES Act funding. ARPA highlights grants to businesses to provide for folks that were essential workers and could be eligible for premium pay. It will be hard to determine who would be eligible for premium pay.

Jan Baum, Financial Director, said it is not limited to just non-profits. Businesses and households as well. There is a lot of literature in there about tourism and restaurants.

Councilman Stone didn't want to make the application so rigorous that it is too difficult for people to apply. We need to keep it simple.

Mayor Keener wanted to see a question on the application asking if any funds were received by that organization and from who.

Councilwoman Simons discussed her options for project priorities.

Councilmen Stone and Morris wanted to see the applications before they define priorities.

Councilman Puccinelli said there are a lot of things to look at. He has his ideas of where the money should go first but everything deserves to be looked at.

Mr. Calder offered everyone a chance to look at the large list of rules. There is a theme as to what the money should be spent on. Elko has survived the pandemic a lot better than other communities. These rules were written for communities that had huge economic shutdowns and had a lot of fallout from it. We were impacted, there is no question, but we didn't have the same impact as many other communities. Since we have this money, let's do some go with it. He felt we should invest in legacy projects.

Scott Gavorsky, Gavorsky Consulting Nevada Recovers, said he is working with the state team of the Nevada Recovers Project, which is dealing with the state local funds. They have a survey and website in progress, NevadaRecovers.com. One of the goals of that is the State level funding to collect both ideas from communities about prioritization of funds, and ideas from citizens. The City can submit their ideas to the website. The idea is that as the state projects go forward, we will start identifying some synergies between communities.

NO ACTION

COMMENTS BY THE GENERAL PUBLIC

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There were no public comments.

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

Mayor Reece Keener

Kelly Wooldridge, City Clerk

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

SS September 14, 2021

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, September 14, 2021. The meeting was held at Elko City Hall, 1751 College Ave., Elko and via GoTo Meeting.

This meeting was called to order by Mayor Reece Keener. The public can participate in person, 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.

CALL TO ORDER

ROLL CALL

Council Present: Mayor Reece Keener
Councilwoman Mandy Simons
Councilman Chip Stone
Councilman Clair Morris
Councilman Giovanni Puccinelli *via GoToMeeting*

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

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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on the agenda until the matter itself has been specifically included on a successive agenda and identified as an item for possible action. **ACTION WILL NOT BE TAKEN**

Steve Simpson, CEO NNRH, reported on the state of the hospital right now. Things aren't great. As of that morning, they had 26 in-patients and 17 were COVID positive. Their dedicated COVID ward holds 11 patients and that has been exceeded at 17. There is also an influx of COVID positive patients in the ER. All of this has taken its toll on the staff. They are actively recruiting for staff across the country and cross-training staff but they are still facing the reality that healthcare staffing is finite. We need the help and support of the community to help stop the spread of COVID. We need folks to get vaccinated. They still encourage folks to wear masks indoors in accordance to the CDC guidelines and still promote physical distancing and proper hand hygiene. These are effective ways to limit the spread of the disease. NNRH will continue to care for every sick person that comes through their doors.

Kristopher Dahir, President Nevada League of Cities, said the League is trying to be an information hub from Federal to State to Cities, and the other way around. He thanked the City for sponsoring the League this summer. The League gets together as often as they can to share information on situations we all have. There is a Nevada Veterans Memorial being built in Sparks. This memorial will honor the veterans from the State of Nevada since we became a state. Many of the veterans came from this county. If you are in the Sparks area or you are just interested in the memorial, go to NVNP.US to learn more. He is actively running for Secretary of State for Nevada.

APPROVAL OF MINUTES: August 24, 2021 Regular Session

The minutes were approved by general consent.

I. PRESENTATIONS

- A. Presentation and discussion regarding the updates being made by FEMA to our local floodplain maps, and discussion of the map update process, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

FEMA has been in the process of performing detailed studies of our local floodplains. New preliminary mapping has been received by City Staff. This presentation will outline the work being done, and the next steps for the City. BT

Bob Thibault, Civil Engineer, gave a presentation.

Mayor Keener asked if parcels on the south side will be impacted more heavily.

Mr. Thibault answered yes. He indicated on the overhead what areas would be impacted.

Mayor Keener asked about reaching out to the property owners that were affected.

Scott Wilkinson, Assistant City Manager, said his experience with FEMA re-mapping areas is, mortgages are impacted and the lender will reach out to the borrower.

II. CONSENT AGENDA

- A. Review, consideration, and possible approval of a request from Conrad & Bischoff, Inc., an Idaho Corporation to assign its rights and duties under a lease agreement for airport land generally known as the "Airport Shell" to Conrad & Bischoff, LLC, a Delaware limited-liability company, and matters related thereto. **FOR POSSIBLE ACTION**

Conrad & Bischoff, Inc. was recently acquired by Conrad & Bischoff, LLC, a Delaware limited-liability company through a stock purchase. Although the names of the two companies are nearly identical, these are actually two separate companies. If the assignment and assumption is approved, Conrad & Bischoff, LLC, will assume all rights and duties under the current land lease for the property generally known as "Airport Shell" through the end of the lease term on July 31, 2027, unless sooner terminated under the terms of the lease agreement. JF

- B. Review and possible approval of an agreement between the City of Elko and William Wright, D.V.M., for the provision of independent contractor services on behalf of the City of Elko Animal Shelter, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko and Dr. William Wright desire to renew the Veterinarian Contract through December 31, 2022. Under this contract, LASSO reimburses the City of Elko for all fees paid. CC

- C. Review and possible approval of an agreement between the City of Elko and Hannah Rodriguez, D.V.M., for the provision of independent contractor services on behalf of the City of Elko Animal Shelter, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko and Dr. Hannah Rodriguez desire to renew the Veterinarian Contract through December 31, 2022. Under this contract, LASSO reimburses the City of Elko for all fees paid. CC

- D. Review, consideration, and possible approval of a request from City Staff to apply for a grant, and matters related thereto. **FOR POSSIBLE ACTION**

The Elko Police Department request permission to apply for an Edward Byrne Memorial Justice Grant for the Elko Combined Narcotics Unit (ECNU) in the amount of \$95,712.00

This grant will allow the purchase of a forensic computer and software. Current computer, which is several years old, takes up to a week to download a single hard drive and is not capable of using all current software. TT

- E. Review, consideration, and possible approval of a request from City Staff to apply for a grant, and matters related thereto. **FOR POSSIBLE ACTION**

The Elko Police Department requests permission to apply for an Edward Byrne Memorial Justice Assistance Grant for the Elko Combined Narcotics Unit (ECNU) in the amount of \$36,001.00

The City of Elko Police Department applies for this grant each year to provide training, travel, equipment, and confidential funds for the ECNU. TT

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

The motion passed unanimously. (5-0)

III. PERSONNEL

A. Employee Introductions:

1.) Valerie Zatarain, Laboratory Manager, WRF

Present and introduced.

B. Review, consideration and possible appointment of a Council member to the vacant position on the Elko County Recreation Board, and matters related thereto. **FOR POSSIBLE ACTION**

Pursuant to NRS 244A the City of Elko must be represented by four members on the Elko County Recreation Board. With the passing of Councilman Hance a vacancy exists. KW

Kelly Wooldridge, City Clerk, explained another Councilmember needs to be appointed.

Mayor Keener asked Councilman Puccinelli if he was up to filling the position.

Councilman Puccinelli answered absolutely.

**** A motion was made by Councilwoman Simons, seconded by Councilman Morris, to appoint Councilman Puccinelli to the Elko County Recreation Board to fill the vacancy.**

The motion passed unanimously. (5-0)

C. Mayoral designation of Councilman Giovanni Puccinelli's "Liaison" positions within the City of Elko, and matters related thereto. **NO ACTION BY COUNCIL REQUIRED**

Councilman Puccinelli was appointed in to the vacant City Council position on August 10, 2021.

The vacant Liaison positions include:

- Airport & Public Property (2nd)
- Streets & Public Works (2nd)

- Building Department (2nd)
- Water & Sewer
- RAC
- Landfill
- IT Department

Mayor Keener explained he met with Councilman Puccinelli and he was good with all of them with the exception of the IT Department. The Mayor will take that one back over.

Ms. Woolridge will update the chart and send it out.

- D. Review, consideration, and possible approval of revisions to the position descriptions for WRF Operator I, II, III and IV, and matters related thereto. **FOR POSSIBLE ACTION**

The WRF Operator I, Operator II, Operator III and Operator IV position descriptions have been revised and updated to include the requirement of a Commercial Driver License (CDL) and accurately reflect the duties, and requirements of the position. SS

Susie Shurtz, Human Resources Manager, explained the changes to the job descriptions (Exhibits "A", "B", "C" and "D").

Mayor Keener asked if this will affect any current employees that do not have their CDL license.

Ms. Shurtz answered they will have 6 months to get their CDL. If not, they will just not be allowed to move up to the next step.

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to approve the revised WRF Operator I, II, III and IV position as described and presented.**

The motion passed unanimously. (5-0)

- E. Review, consideration, and possible approval of revisions to the position descriptions for WRF Operator I, II, III and IV, and matters related thereto. **FOR POSSIBLE ACTION**

The WRF Operator I, Operator II, Operator III and Operator IV position descriptions have been revised and updated to include the requirement of a Commercial Driver License (CDL) and accurately reflect the duties and requirements of the position. SS

NO ACTION

- F. Review, consideration, and possible approval of the Part Time Seasonal SnoBowl Maintenance Technician Job Description, and matters related thereto. **FOR POSSIBLE ACTION**

The position of Part Time Seasonal SnoBowl Maintenance Technician will support the SnoBowl operations. This position will provide technical support with the operation/maintenance of mechanical equipment at the SnoBowl, and will provide general support to the Parks Department at the SnoBowl. This is a seasonal, part time position, to be staffed in preparation for the SnoBowl opening, and during the ski season. SS

Ms. Shurtz said they anticipate this position (Exhibit "E") would support the SnoBowl throughout the year but mainly during the winter months.

Councilwoman Simons asked how this position is funded.

Curtis Calder, City Manager, answered this position will be funded through the Parks Department budget.

**** A motion was made by Councilman Morris, seconded by Councilwoman Simons, to the position description as presented for the SnoBowl.**

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 Simon, seconded by Councilman Stone, to approve the regular warrants in the adjusted amount of \$1,400,081.33.**

The motion passed unanimously. (5-0)

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

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the Print 'N Copy warrants in the amount of \$434.74.**

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

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

**** A motion was made by Councilwoman Simons, seconded by Councilman Morris, to approve the general hand-cut checks in the amount of \$434,876.53.**

The motion passed unanimously. (5-0)

- D. Review, consideration, and possible final acceptance of the Public Works Department Preventive Maintenance Project 2021 to apply Micro Slurry Seal to select City streets, and matters related thereto. **FOR POSSIBLE ACTION**

At their June 8, 2021 meeting, the Council awarded the bid for the Preventive Maintenance Project 2021 to Sierra Nevada Construction in the amount of \$560,782.00. Sierra Nevada Construction has satisfactorily completed the work.
DS

Dennis Strickland, Public Works Department, explained we had a successful project. A representative from the engineer was present to answer questions. They did a great job and he expressed a desire to stick with them for future projects. He recommended final acceptance of the project.

Edgar Garcia, AM Engineering, said he has been doing this for five years and has walked many miles behind the contractors as they lay the materials. He felt confident that this year's project went well.

Mayor Keener called for public comments without a response. He noted on the agenda, the additional information showed 2020 instead of 2021.

**** A motion was made by Councilwoman Simons, seconded by Councilman Morris, to approve final acceptance of the Public Works Department Preventative Maintenance Project 2021.**

The motion passed unanimously. (5-0)

- E. Review, consideration, and possible direction to Staff to solicit bids for the Generator Relocation Project, and matters related thereto. **FOR POSSIBLE ACTION**

This is a project budgeted in the current Fiscal Year's Budget. This project consists of relocating the old WRF Generator to City Well I-96. The generator will be placed on a reinforced concrete pad with a fuel containment area due to the proximity of the well. The Generator will have a partial cover built over the top of it to protect it from the elements. The well house and generator will then be outfitted with the necessary electrical components for normal automated operation during power failures. DJ

Dale Johnson, Utilities Director, explained this is one of those projects that has spent years in the making as none of our wells have backup power generation. In the event of a power failure, this well would be able to keep the City in water for a great deal of time. This well runs year-round. He recommended soliciting for bids.

**** A motion was made by Councilman Stone, seconded by Councilman Morris, to direct staff to solicit bids for the Generator Relocation Project.**

The motion passed unanimously. (5-0)

- F. Review, consideration, and possible direction to Staff to solicit bids for the WRF Digester Improvements and Boiler Upgrade Project, and matters related thereto.
FOR POSSIBLE ACTION

This is a project budgeted in the current fiscal year's budget. This project consists of construction and installation of digester draft tube assemblies, including in line heat exchangers, and the rebuild of mixer assemblies for each draft tube. Then an application of a new coat of UV resistant bituminous protective coating over insulation material on exterior of digester, and the removal of two existing boilers with the replacement of a new single boiler, including replacement of existing steam pipelines from boiler building to digester No. 1. The goal of the project is to upgrade the boiler system for the digesters and replace worn and deteriorated digester components. DJ

Mr. Johnson explained this is a large project at the WRF on the digester and the boiler. He explained what will be included in the project.

**** A motion was made by Councilman Morris, seconded by Councilman Stone, to direct staff to solicit bids for the WRF Digester Improvements and Boiler Upgrade Project.**

The motion passed unanimously. (5-0)

- G. Review, consideration, and possible direction to Staff to solicit bids for the WRF West Primary Clarifier Recoating & Repairs Project, and matters related thereto.
FOR POSSIBLE ACTION

This is a maintenance project budgeted for the current fiscal year's budget. The work consists of sandblasting and repainting all metal surfaces above and below the waterline of the clarifier with 3 or 4 coats of paint, respectively. Additionally, any damaged components noticed will be repaired during this time while the clarifier is drained of water. DJ

Mr. Johnson explained we have had the other two clarifier's worked on the last couple of years. This should be the last one for about 5-10 years.

Mayor Keener asked about the 3 or 4 coats of paint. Who decides how many coats are applied?

Mr. Johnson answered the engineer says that. There are different layers of coating.

Mike Haddenham answered the coating requirements are based on our primer and top coat total thickness, to be able to handle the hazardous material in the water.

**** A motion was made by Councilman Stone, seconded by Councilwoman Simons, to direct staff to solicit bids for the West Primary Clarifier Recoating and Repairs Project.**

The motion passed unanimously. (5-0)

- H. Review, consideration, and possible direction to Staff to solicit bids for the WRF BIOTOWER Removal Project, and matters related thereto. **FOR POSSIBLE ACTION**

This is a project budgeted in the current fiscal year's operating budget. The work shall consist of the demolition and removal of the BIOTOWER and pump station and all appurtenances. Additionally, the installation of compacted structural fill will be placed in the void left by the removal of the BIOTOWER and pump station with the completion of final grading of the area. DJ

Mr. Johnson explained the bio tower was used when the RBC's were in use and has not been used for at least 8 years. The RBC's were removed last year and they would like to continue to remove the rest of the components that are no longer necessary at the WRF.

**** A motion was made by Councilman Morris, seconded by Councilwoman Simons, to direct staff to solicit bids for the WRF BIOTOWER Removal Project.**

The motion passed unanimously. (5-0)

V. SUBDIVISIONS

- A. Review, consideration, and possible action to conditionally approve Division of Large Parcels No. 2-21, filed by Section Five Associates, LLC, a Final Map for the division of approximately 590.258 acres of property into eight lots for future development, and matters related thereto. **FOR POSSIBLE ACTION**

The subject property is located at the northern terminus of North 5th Street and consists of two existing parcels. APN 001-01D-001 consists of 314.652 acres in an A (General Agriculture) Zoning District within the City of Elko. APN 006-09L-002 consists of 275.60 acres within Elko County. A Tentative Map was conditionally approved by the City Council on August 10, 2021

The Planning Commission considered this Final Map on September 7, 2021, and took action to forward a recommendation to conditionally approve the Final Map associated with Division of Large Parcels No. 2-21. MR

Michele Rambo, Development Manager, explained the tentative map was approved a couple of meetings ago. Now we are looking at the final map. She went over some key points of the final map. There are 4 conditions for approval. She recommended approval.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to conditionally approve the Division of Large Parcels No. 2-21, subject to the findings and conditions as recommended by the Planning Commission.**

The motion passed unanimously. (5-0)

VI. NEW BUSINESS

- A. Review, consideration, and possible approval of Revocable Permit No. 1-21, filed by Big Foot Holdings, LLC., to occupy .537 acres of 12th Street Right-of-Way adjacent to their parcel located at 1130 River Street to accommodate landscaping and a freestanding sign, and matters related thereto. **FOR POSSIBLE ACTION**

The applicant is requesting the revocable permit to add additional landscaping to the intersection of River Street and 12th Street as well as a freestanding sign for Express Car Wash. CL

Cathy Laughlin, City Planner, explained the request and felt it would beautify the corner. She recommended approval.

**** A motion was made by Councilman Stone, seconded by Councilman Morris, to approve the Revocable Permit No. 1-21, subject to execution of the standard license agreement between the applicant and the City of Elko.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and approval of the 2021 City of Elko Land Inventory update, and matters related thereto. **FOR POSSIBLE ACTION**

City of Elko Land Inventory spreadsheet is to be updated when necessary. Planning Commission reviewed the modifications at their September 7, 2021 meeting and recommended to City Council to approve the updated land inventory. CL

Ms. Laughlin explained the changes in the land inventory.

Mayor Keener thought everything looked good to him.

**** A motion was made by Councilman Stone, seconded by Councilman Morris, to approve the updated 2021 City of Elko Land Inventory.**

The motion passed unanimously. (5-0)

- C. Review, consideration, and possible action to fill a vacancy on the Elko City Planning Commission, and matters related thereto. **FOR POSSIBLE ACTION**

Giovanni Puccinelli was appointed to the City Council on August 10, 2021 leaving his position on the Planning Commission vacant. Staff conducted the standard recruitment process and has received 1 letter of interest to serve on the Planning Commission, copy of which is included in the Council packet. The new member will be appointed to fill the remainder of the four-year term, which will expire at the end of July 2024. CL

Ms. Laughlin explained there was one letter of interest in the packet. Mr. Lemich sent her a text earlier that said he had an issue with some employees and would not be able to attend.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to appoint John Lemich to fill the vacancy on the Elko City Planning Commission with the term expiring July 2024.**

The motion passed unanimously. (5-0)

- D. Review, consideration and possible approval of a Revocable License Agreement between the City of Elko and Elevation Transport, for the use of Airport land as a parking area, and matters related thereto. **FOR POSSIBLE ACTION**

Elevation Transport contacted Staff regarding two (2) parcels leased to Joe's Hauling, known as APN 006-09G-030 and 006-09G-008. In the event Joe's Hauling and the City enter into lease termination agreements for these two parcels, subject to Council approval, Elevation Transport desires to enter into a revocable license agreement with the City to use these parcels as a parking area. JF

Jim Foster, Airport Manager, requested this item be tabled Item D.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to table.**

The motion passed unanimously. (5-0)

- E. Review, consideration and possible approval of a termination agreement between the City of Elko and Joe's Hauling LLC for APN 006-09G-030, and matters related thereto. **FOR POSSIBLE ACTION**

Elevation Transport contacted Staff regarding entering into a lease with the City of Elko for a parcel referred to as APN 006,09G-030, which is currently leased to Joe's Hauling. Joe's Hauling informed City Staff that it was interested in terminating its lease for this parcel. Joe's Hauling is no longer in business. JF

Mr. Foster explained included in the packet was the termination agreement. All parties are in agreement with the termination of the agreement.

**** A motion was made by Councilman Stone, seconded by Councilman Morris, to approve Termination Agreement for APN 006-09G-030.**

The motion passed unanimously. (5-0)

VIII. 5:30 P.M. PUBLIC HEARINGS

- A. Review, consideration, and possible action on an appeal filed pursuant to Elko City Code 3-2-22(H), appealing the Elko City Planning Commission's decision to deny Variance No. 3-21, filed by DAG, LLC on behalf of Sonora LLC, for an increase in the number of allowed freestanding signs per street frontage and increase maximum area of a freestanding sign, located generally on the south corner of the intersection of Idaho Street and 5th Street (397 5th Street), and matters related thereto. **FOR POSSIBLE ACTION**

Pursuant to Elko City Code 3-2-25, the Council may affirm, modify or reverse the decision of the Planning Commission.

The Planning Commission considered the subject variance on July 6, 2021, and took action to deny the variance. Subsequently, the applicant appealed the Planning Commission's decision. The applicant requested the item be tabled July 27, 2021, August 10th as well as the August 24th, 2021 meeting. CL

Cathy Laughlin, City Planner, explained she handed out the section in our code for appeals (Exhibit "F"). The procedures are listed in there and we need to go step by step with those procedures. The first step is to call upon the applicant.

George Robles, Elko, stated when they met with the Planning Commission, they had comments about how innovative and interesting the idea was but they didn't understand their application. When they submitted the application, they were gushing over the property but they stated in their presentation how unfeasible it would be to put a building on that property. Their advertising plaza would be for the community. The businesses would be able to advertise on their billboards and on their walk-up signs. You see this idea everywhere else but here. Our current sign code was adopted in the mid 2000's and is antiquated. Our goal is to cater to the downtown businesses and give them an advertising avenue. They want to be priced at a lower market than the billboard industry. They also envision shows on their signs at times. They do not want risqué or vulgar advertising. They are committed to the safety of the community.

Adrian Gonzales, Elko, said they are doing this for the community. The business is the advertising. They also want to have a walk-up food truck. With COVID they don't want to open up a sit-down dining experience. We want something there to gather the foot traffic. They are both from Elko and drive by that lot every day. It would be tough to put anything else there.

Lena Blohm, downtown property owner, said she would love to see some friendly fun activity on that corner instead of a chain link fence. She was in favor of this.

Dr. Matthew Lipparelli 1263 Fairway Drive, said he would need an easement in order to access his roof. He was neither for or against what they are trying to do with the property, he just wants that access.

Catherine Wines, 421 Railroad Street, said she has looked at that property with 2 different clients. One was considering apartments. Because of the size of the lot, you would probably only be able to get 2 apartments per floor. This person thought they would need 16 apartments to make it pencil. The other one was a restaurant and bar. There is no alley access there and no good place to put a grease trap and trash that restaurants produce. She didn't see a building that could be built there. She was in favor of what is being proposed for that space.

Councilwoman Simons said Ms. Wines pointed out that this is a small lot, but hypothetically, there was retail there and if someone wanted to build retail there, and possibly office space, those would be the only two that would be feasible there.

Ms. Wines answered yes and the cost of construction right now, you would never get your money out of it. You would have to go multi story to get more square footage out of that lot and then you still don't have any place to take your trash out.

Cathy Algerio, Realtor, said these are her clients. As a realtor, she wondered what can you do with that lot. It is a big priority for downtown not to die. That lot is an eyesore. It needs to produce some income. The idea these two have is innovative and she was excited when they brought it to her. Advertising in the right way is excellent. She has a stake in the downtown, just as we all do. Advertising is the key to any business to make them thrive. This would be a complex that will be inviting and showcase the downtown businesses. She felt this should be strongly considered by the Council.

Dean Brown, 531 Sage Street, said he has been in Elko since 1975. He keeps seeing businesses die in the downtown area. The businesses aren't even maintaining their signs. When he saw this proposal, he was blown away and thought we need that. We don't want downtown Elko to be called old town Elko. It is just falling apart. He thinks this will help the city. A shining star at the corner of Idaho and 5th, with updated signs will get other businesses to step up their game.

Mayor Keener continued with the next step in the procedure.

Ms. Laughlin said the City Staff loves the idea of the downtown plaza. Unfortunately, this variance application was for the signage. We hear from people that our sign code is outdated but it is what it is. It is her job to enforce it and with that she had to recommend denial. She went over some items that need to be addressed. It is not in conformance with the redevelopment plan. The applicant had not demonstrated any special circumstances or features regarding the parcel. The applicant had not demonstrated there is a practical difficulty or exceptional undue hardship, which constitutes an infringement of property right and deprives the property owner of reasonable use of the property and granting the variance will substantially impair the intent or purpose of the zoning ordinance and the proposed signs were not in conformance with the Elko City Code. That is where the Planning Commission landed with their denial. She handed out a memo (Exhibit "G") that discussion about another outstanding issue they have with the property. At the appeal hearing they have the right to present additional evidence. One of the issues is that there was a demolition permit issued May 22, 2018 for that building. That permit is still not closed out. They have been trying to get that closed out since 2018. They have sent multiple letters to the contractor on that. We received a letter from the adjacent property owner asking to be on City Council and that item had no action because Mr. Knight stated at that time they were working on an agreement with the Pescio's on a boundary Line Adjustment for him to take ownership of the wall that was remaining. The City's issue with that demolition permit was that we stated that wall was part of that building and needed to come down or they need to provide us a structural analysis showing the stability of that wall is adequate. We haven't seen either one happen. The permit is still open. It is hard for us to take a land use issue and make a decision on it knowing this demolition permit is outstanding. The boundary line adjustment was submitted to the City of Elko in July and administratively approved within a few days by our staff, knowing these guys would need to have that boundary line adjustment recorded prior to them being able to purchase the property. We also felt confident in having a public hearing with Planning Commission because we had that application submitted to her office. We felt confident we had the application, they are moving forward with the boundary line adjustment, and Mr. Knight is taking on the responsibility of the wall, we can make a decision on this property. A variance has a time limit on it. Unfortunately, today, the boundary line

adjustment is still in Arizona with Mr. Knight. He is online so we can ask him questions. It has not been recorded and Mr. Knight has not paid his property taxes in full, which needs to be done prior to the map being signed by the County Treasurer. That is an outstanding issue we need to address. The application that was submitted was shown with the boundary line adjustment already being completed. The dimensions are showing the new size of the property. What we are considering is not even an accurate display of the application because the boundary line adjustment has not been recorded as of today.

Mayor Keener asked if the Pescios have performed and done everything they need to, we are just waiting for Mr. Knight's signature?

Ms. Laughlin answered they have. If this is approved tonight, we will not issue a building permit until the demolition permit has been completed.

Scott Wilkinson, Assistant City Manager, said we should all understand that the applicant and the appellant are not the property owners. The Pescios own the property. At the same time, the Pescios have an open demolition permit and they have dragged their feet on this issue. They are marketing the property and allowing individuals to apply for a variance for a land use on the property and bringing more parties into the fold. That is a real issue. One of the reasons that building was torn down or demolished was it probably would not have withstood a seismic event. To take the building out and leave part of a wall behind did not improve the situation at all. You wonder how this is going to get resolved. When we rely on other people to execute so we can have an outcome never works out. They just don't take care of business because it is not their problem. It becomes the City's problem. It would not be wise for the City to move forward and encourage a land use with this issue remaining. He thought there were alternatives for the applicant so that they are closer to conforming to the code and they don't desire to do that. Our Police Chief has some concerns with the distraction of the lighting. That is our busiest intersection in the City. The applicant has made application for this variance on behalf of the owners of the property who have not demonstrated an intent to deal with this wall issue.

David Knight, 109 Fir Street, said when they said they would buy the building, there was an agreement between the Pescios, Dusty Shipp and himself. The Pescio's insisted he needed to buy the wall so he could affix his roof to it. They wouldn't give permission to affix the roof unless they bought the wall. Dusty Shipp was going to demolish the wall and build a new one for about \$49,000. He gave Dusty a check and he started the work. Dusty said they could not do it for \$49,000 and needed an engineer to look at it. That engineer said it would cost over \$100,000 to replace the wall. There is no way he could afford to do that wall. He shouldn't have to demolish his building because of this. If the wall is removed, it will comprise the integrity of his building.

Mr. Wilkinson said the City does not have the report that states that. Mr. Knight has attached his roof to that wall. This is quite the issue. If the variance is denied, there is nothing in the code that prohibits an application in the future.

Ms. Laughlin said Mr. Knight signed that boundary line adjustment and she was provided a copy of the agreement. She took that as he was in agreement in taking responsibility of that wall. He did attach his roof to it. If that boundary line adjustment got recorded, they could close the demolition permit and they could get a building permit. It is taking one final signature.

Councilwoman Simons stated he doesn't want that anymore so we are back to square one.

Ms. Laughlin said this is the first she has heard that and she has been in touch with his attorney many times in the last 6 weeks. She kept reassuring her that he was going to sign the map and send it back. This is only one of the issues. The variance itself is for the signs. The findings the Planning Commission had were based on the sign code. They did not consider the boundary line adjustment because the boundary line adjustment had been submitted to the Planning Department. What has stopped their compliance in the sign code is that the intent of our sign code is to promote and protect the health, safety and welfare of the citizens of Elko. It has some criteria we have to do. By reducing visual clutter and reduce the sign and advertising distractions, to protect and enhance the physical beauty and appearance of the community, and on and on. Our sign code considers all billboards off premise signs. They are advertising businesses that are off that premise. We have a restriction of 600 feet between off premise signs. There is a reason for that and we don't want to change that in our code or we would end up with billboards everywhere. The problem is that they are proposing multiple off premise signs on one parcel with no distance separation of 600 feet between them. We don't regulate the size of wall signs so they're building two walls and putting three of their signs on the walls. It is the off premise signs and the distance between them. The free standing signs that are the kiosk walkable signs, we do have things in our code that restrict that. We allow one free standing sign per street frontage. They would be allowed one on 5th Street and one on Idaho Street but not for off premise signs. There are two concerns here: the concern of the property and the land use, on a property that we have unresolved issues on; and, we have the sign code. As a developer herself, she has a hard time coming to the finding that the property is unbuildable. It had a building on it up until three years ago.

Dennis Strickland, Public Works Director, said he had not seen what it will look like. He wanted them to envision people in the intersection, on their phones and trying to read a bunch of billboards at the same time. He understands the safety concerns and asked Council to consider that when they deliberate.

Mr. Robles noted that every city has signs (Exhibit "H"). He handed out pictures of different signs in different cities. All of these signs are along major pedestrian and vehicle corridors. There is no national outcry to abandon these signs because they cause accidents. They do not cause accidents.

Mr. Gonzales stated signs and billboards have been studied for over 30 years. One of the studies was a U.S. government sponsored study and their findings were that the longest glance time recorded by a driver was 1.35 seconds. Which is well below their accepted standard of 2 seconds. They are City residents and are concerned about the safety there.

Mr. Robles added they are going to install bollards around the perimeter so people can feel safe in there. The reason they are requesting the amount of signs they are because they have done an analysis and research. If they have just a few signs, they would have to charge the same as the big billboard companies in town. They charge upwards to \$1,000. He would have to charge that to compete with them. If they have the amount they are requesting, then they can lower their pricing. The lower the prices, the better opportunity people have to advertise on those billboards. They are trying to make this marketable.

Mayor Keener asked whose problem is the wall.

Mr. Wilkinson answered it is the property owner's issue. If Council was considering approving this appeal, there are several conditions they would need to consider. One would be to give the property owner no more than 90 days to resolve and close out the demolition permit. If they fail to do that, that is their issue. This issue should not be ignored.

Ms. Laughlin gave Council a list of recommended conditions:

- NDOT approval;
- BLA and demolition permit be closed within 90 days of approval;
- Conformance of plans approved, including but not limited to the outdoor restaurant and plaza area being completed;
- Our standard variance application requires commencement within one year and completion within 18 months; and,
- Subject to review in two years if determined necessary by the Planning Commission.

Dave Stanton, City Attorney, added, that if the Council is planning on reversing the Planning Commission's decision, he recommended there be findings in support of the reversal that are consistent with Section 3-2-22-C, the application requirements. There are six things listed there.

Mayor Keener read more of the steps for the appeal procedure. This is a very complex issue and we had some input from the public that brought out some very valid points. We have a situation in which blight exists and he agreed it was not economically feasible to develop this lot. This parcel has high visibility in our downtown area. He favors the proposal and doesn't see anything else happening with this property. He supported taking a risk on this application. There is still the elephant in the room with the situation of the wall. He thought they could make it contingent upon that issue being resolved within 90 days.

Mr. Wilkinson believed Council would have the opportunity to address Mr. Lipparelli's concerns about the roof access and consider a condition that the development of the site. Either the property owner would provide an easement guaranteeing roof access (which is the best way to do it) or a condition that when they develop the site they provide that.

Councilman Stone stated before the meeting he was contacted by Patty Maynard that has property on 5th Street. They are not happy about it. Back when neon signs came out and were the new thing, people wondered about the impact. This will help the downtown area come to the new age and we will see more of this. There will be other places where we see this. The wall is something they will have to work out and figure out how to deal with it. He would like to be assured that Mr. Lipparelli's access is guaranteed. Give the property owners 90 days to figure out the wall situation. He could support the variance and would find a way to support that with some findings.

Councilman Morris talked to the gentlemen on the phone when it was first submitted. He commended them for their ingenuity and wanting to do something different down there. He had a problem with driver distraction. There is no doubt in his mind this will distract drivers but he didn't know to what extent. It is a good idea and may improve downtown but his concerns are for safety.

Councilwoman Simons was frustrated because she didn't think it would matter what they decide today. Nothing can go forward with that wall. She thought the idea was great and with time they

could work out something. She would probably vote to move forward just to make them take care of that wall situation. Maybe a variance would force their hand.

Councilman Puccinelli stated because of the way they do things in Las Vegas and LA, that is why he doesn't live there. He liked the overall idea of what they are doing but maybe not so many signs.

Councilwoman Simons suggested denying it for now until some things get resolved but then that will put no pressure on the property owners.

Councilman Stone liked the idea of 90 days. As for findings, no alley access, reduce blight.

Mr. Wilkinson said if Council doesn't consider the wall issue, he expects to see applications for permits in the Building Department. We will still have the open demolition permit while the applicant is trying to do their project. His thoughts are to deny the application. The wall is an issue that needs to be addressed and resolved.

Ms. Algerio didn't agree with Mr. Wilkinson and said the wall was an encroachment on the property she is trying to help the applicant buy. The sale cannot take place until the BLA is recorded. No building permits will be applied for until after the sale of the property.

**** A motion was made by Councilman Stone, seconded by Councilman Puccinelli, based on the findings that there are special circumstances or features, i.e. unusual shape, configuration, exceptional topographic conditions or other extraordinary situations applying to the property under consideration, the consideration of no alley access, the special circumstances or extraordinary situation or condition results in exceptional practical difficulties or exceptional undue hardships, and where the strict application of the provision or requirement constitutes an abridgment of property right and deprives the property owner of reasonable use of the property, such special circumstances or conditions do not apply generally to other properties in the same zoning district, the granting of the variance will not result in material damage or prejudice to other properties in the vicinity, nor be detrimental to the public interest, health, safety and general welfare, the granting of the variance will not substantially impair the intent or purpose of the zoning ordinance or effect a change of land use or zoning classification, and the granting of the variance will not substantially impair affected natural resources, to reverse the decision of the Planning Commission of July 6, 2021, and conditionally approve the variance with conditions of roof access and drainage capabilities taken into consideration, building permits cannot be approved until the demolition permit is closed within 90 days, the map recorded with encroachment cleaned up and processed, NDOT approval, conformance of plans approved, including but not limited to the outdoor restaurant and plaza area being completed, our standard variance application requires commencement within one year and completion within 18 months, and subject to review in two years if determined necessary by the Planning Commission.**

The motion passed unanimously. (5-0)

BREAK

VI. NEW BUSINESS (Cont.)

- F. Review, consideration, and possible approval to advertise a request for proposals to operate the Food/Beverage Concession area at the Elko Regional Airport, and matters related thereto. **FOR POSSIBLE ACTION**

The airport would like to advertise to the public for proposals to operate the Food & Beverage Concession in the airport terminal. Any successful bids for a new contract will be negotiated and brought before the City Council for final approval.
JF

Jim Foster, Airport Manager, explained there is another related item on the agenda. He was asking for authorization to proceed with the advertisement. He did have an interested party.

**** A motion was made by Councilman Stone, seconded by Councilman Morris, to authorize staff to solicit bids for the Food/Beverage Concession at the Elko Regional Airport.**

The motion passed unanimously. (5-0)

- G. Review, consideration, and possible approval of the revised Humanitarian Campground Rules, and matters related thereto. **FOR POSSIBLE ACTION**

The Humanitarian Campground Rules require revision to reflect to address expansive campsites due to garbage collection and the difficulty in mandating Fire Department inspection and approval of woodstoves or similar device. SAW

Scott Wilkinson, Assistant City Manager, explained the proposed changes are shown on the document included in the packet. He explained the changes and the reason for the changes.

**** A motion was made by Councilman Stone, seconded by Councilman Morris, to approve the revised Humanitarian Campground Rules as stated.**

The motion passed unanimously. (5-0)

- H. Review, consideration and possible approval of a termination agreement between the City of Elko and Rodrigo Mata-Gonzales, dba Grandpa's Tacos, and matters related thereto. **FOR POSSIBLE ACTION**

In March 2020, the City of Elko entered into a concession agreement with Rodrigo Mata-Gonzales, dba Grandpa's Tacos to open a restaurant in the airport terminal building. Due to the Covid pandemic, start dates to open the restaurant were continually pushed back and it eventually became apparent that opening the restaurant in the terminal would not happen. Staff believes it would be in the best interest of the City to terminate the concession agreement with Grandpa's Tacos to make the space available for another business. JF

Jim Foster, Airport Manager, explained we've tried over and over to get a concessionaire in the restaurant and then COVID hit and restricted a lot of things. He met with Mr. Mata-Gonzales after

the emergency declaration was lifted and it became apparent he was no longer interested in opening up that business in the terminal. He was asking to terminate that agreement.

**** A motion was made by Councilman Stone, seconded by Councilman Morris, to approve the Termination Agreement with Rodrigo Mata-Gonzales, dba Grandpa's Tacos.**

The motion passed unanimously. (5-0)

VII. RESOLUTIONS AND ORDINANCES

- A. Review, consideration, and possible action to adopt Resolution 26-21, a resolution establishing administrative fines associated with the enforcement of Title 9, Chapter 6 (Illegal Discharge and Connection to Stormwater), Chapter 7 (Construction Site Runoff Control), and Chapter 8 (Postconstruction Runoff Control and Water Quality Management), and matters related thereto. **FOR POSSIBLE ACTION**

Title 9, Chapters 6, 7, and 8 were recently updated with new enforcement regulations and procedures. Several sections of these chapters reference an administrative fine possibly being imposed upon issuance of a Notice of Violation or a Stop Work Order. This fine is indicated as being set by Resolution of the City Council. The cost of Staff time for the average Notice of Violation and Stop Work Order was calculated and Staff has determined that a fine of \$500 would be appropriate and justifiable. MR

Michele Rambo, Development Manager, explained they did some updates to the Stormwater Ordinances. There are several options we are allowed to do with the Notice of Violation and Stop Work Order. One is to require the payment of a fine. This Resolution would help cover the cost of staff time.

**** A motion was made by Councilman Morris, seconded by Councilman Stone, to adopt Resolution No. 26-21.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible approval of Resolution No. 28-21, donating approximately 200 pairs of inline and quad roller skates to the Igloo, and matters related thereto. **FOR POSSIBLE ACTION**

On January 15, 2021 the Recreation Department received a letter from the Nevada East Roller Derby Girls stating that they would like to donate or transfer approximately 200 pairs of roller skates to the City of Elko to continue the Family Skate Night Event. Due to impacts from the Covid-19 pandemic, the Recreation Department has not been able to continue to hold the event. The Igloo Recreation Center has requested that the City donate the skates to them for public use at their facility. JW

James Wiley, Parks and Recreation Director, explained Family Skate Night was a great event when they were able to partner with the Roller Derby Girls. They controlled the skate rentals because

they owned them. We managed the event and handled the fee at the door. Since COVID hit we have not been able to hold the event. The Igloo wants to restart a skate event at their facility under their management but they need the skates. Since the Roller Derby Girls no longer have a vested interest in that, and for the time being the Recreation Department does not have the staff to pull the event off, he felt it was a good sensible idea to let the Igloo continue the event with the donation of these skates.

**** A motion was made by Councilman Stone, seconded by Councilman Morris, to approve Resolution No. 28-21, donating approximately 200 pairs of inline and quad roller skates to the Igloo Recreation Center.**

The motion passed unanimously. (5-0)

IX. REPORTS

A. Mayor and City Council

Mayor Keener said Councilwoman Simons will be in charge for the next meeting. The Rides and Rods event was successful this last weekend with over 300 entries. There are also a bunch of new murals in town.

B. City Manager

Curtis Calder said we had our ARPA Public Hearing last week and it went well. We need to schedule the second hearing. He would have Kim send out an email. He was happy to see Steve Simpson show and explain how they are struggling. He hopes we are slowing down with our COVID cases.

Mayor Keener asked about a warrant for FISH for \$2,500 for Salt Lake City Express Transportation.

Mr. Calder answered that was an agreement they had come up with FISH to assist them in providing some transportation for folks that do not want to be in Elko that are homeless.

C. Assistant City Manager

D. Utilities Director

Dale Johnson reported the Fire Marshal and Development signed off on the new shop. Tomorrow they have final building inspections. ZGA's team will be out next week to do their final walk-throughs.

Mayor Keener asked that Valerie gives her presentation on the Bio Bot Reports in October since he will be gone for the next meeting.

E. Public Works

Dennis Strickland reported they found good pipe in the collapsed culvert and Great Basin did another great job for us again.

F. Airport Manager

G. City Attorney

H. Fire Chief

Chief Griego reported they had to cancel their picnic. They will take all of the supplies and incorporate that into their school programs. He gave an update on the crews out fighting the fire in Northern California. They will be headed back tomorrow and will need a good rest.

I. Police Chief

Chief Trouten reported October 1 there are some new laws. Misdemeanors will have more restrictions on when you can arrest for them. He expects some push back from the public. They will try to do a PR Campaign explaining what is going on.

J. City Clerk

K. City Planner

L. Development Manager

Michele Rambo reported on the activities of the new Code Enforcement Officer. She also included a report from the software they use so Council could see the complaints they receive (Exhibit "I").

M. Financial Services Director

Jan Baum reported the auditors will be here next week and she thought we had a productive ARPA meeting last week.

N. Parks and Recreation Director

James Wiley updated Council on the status of the indoor swimming pool. The circulation pump went down and the pool is drained. The problem seems to be finding an available pump and motor to put in. They will leave the outdoor pool open as long as they can stand to swim out there. The heat exchanger for the outdoor pool has gone down too. A new heat exchanger has been built but the problem now is shipping to get it here.

Mayor Keener stated he had some kudos for his department from some parents of members of the soccer teams. They said the fields are looking a lot better and they were pleased.

Mr. Wiley reported the new sports complex has made significant progress with the grass but they will not be able to open in October as planned. They will have to reschedule the grand opening until next spring.

O. Civil Engineer

P. Building Official

Mayor Keener asked Jeff Ford if he had gotten anything for the Temple. Jeff Ford answered nothing yet.

Mayor Keener asked about the apartment complex on Manzanita, if he had gotten anything for that one.

Mr. Ford answered no. They have a lot of residential plans in right now but that was it.

COMMENTS BY THE GENERAL PUBLIC

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

There were no public comments.

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

Mayor Reece Keener

Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval for the Fire Department to purchase and replace a 1990 Aerial Fire Truck Apparatus (Ladder 2), and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 28, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **The City of Elko Fire Department would like to purchase a 2008 Pierce 95' Midmount Aerial from Brindlee Mountain/Fire Trucks Unlimited. The current Ladder 2 is 31 years old, which is beyond the National Fire Protection Association (NFPA) recommended maximum age for Aerial Apparatus to be in front line use. This apparatus will increase firefighter safety and health, emergency response and scene capabilities, provide greater storage and personnel carrying capacity and reduce rising maintenance cost. The truck will be purchased utilizing a purchasing program with nppgov and the total amount for the apparatus will be \$578,875 with a 50 % down payment, and 50% upon delivery and completion to the City. MG**
6. Budget Information:

Appropriation Required: \$578,875.00
Budget amount available: \$578,875.00
Fund name: Capital Equipment
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Recommend approval for the Fire Department to purchase a 2008 Pierce 95' Midmount Aerial in the amount of \$578,875.**
10. Prepared by: **Matthew Griego, Fire Chief**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:



THE REFURB LEADER!

PROPOSAL

2008 PIERCE VELOCITY 95' MID-MOUNT
PLATFORM AERIAL
PURCHASE
WITH ADDITIONAL SERVICES
UPDATED

Prepared For:

CITY OF ELKO FIRE DEPARTMENT
911 W Idaho St
Elko, NV 89801
Attn: Jack Snyder-Asst Chief
Matt Griego- Chief
Phone: (775) 777-7345
Email: mgriego@elkocitynv.gov
jssnyder@elkocitynv.gov

Prepared By:

FIRETRUCKS UNLIMITED
1175 Center Point Dr.
Henderson, NV 89074
(702) 558-3352
FiretrucksUnlimited.com

CERTIFIED PRE-OWNED FIRE TRUCKS READY FOR FRONT LINE SERVICE!

Is your department looking for a quality used fire truck that won't break the bank? If so, we're here to help! We support fire departments all over the world by providing high quality used and refurbished fire trucks for a fraction of the cost of buying new. We invite you to learn how our high-quality certified fire trucks will help your department achieve its public safety mission and save you a ton of money!

HOW IT WORKS

Let Us Know What You Need: You inquire on a specific truck or let our sales team know the requirements for the truck you are looking for.

Proposal: We provide a proposal that includes the unit and any additional upgrades or refurbishment services you have requested. All units in the FTU inventory are certified and will be in an "in service" condition. We also offer Core, Silver, and Gold refurbishment packages if you want to take your truck to the next level!

Optional Upgrades or Refurbishment: Our certified EVT's perform any additional upgrade or refurbishment work you have requested. Your Project Coordinator will be in constant contact to keep you current with the status of your truck.

Inspection & Delivery: Your team will visit our facility near Las Vegas to inspect the finished truck. We review the project scope together to ensure you are fully satisfied the truck and any additional work performed.

Delivery: Your truck will be driven to your station or delivered via heavy hauler.

Ongoing Support: You can count on Firetrucks Unlimited for support before, during and after the sale. Every certified used fire truck comes with a 180-days warranty and any issues you may have will be immediately addressed by our support team.

WHY CHOOSE FIRETRUCKS UNLIMITED?



Best Price

You get the most value for your money when you choose Firetrucks Unlimited. Our goal is to have an ongoing relationship with your department, so we give you the best price up front and stick to it.

Most Experience

Experience matters when it comes to your trucks! Our master EVT technicians have refurbished hundreds of trucks for fire departments all over the world, more than any other company!

Specialized Refurbishment Facilities

Our 50,000 sq. ft. facilities are specially designed for fire truck refurbishment which results in higher quality, faster turnaround and lower costs for our customers.

Fast Turnaround Times

You need your truck soon, we get that! We have staff dedicated to used truck certification and upfit so you get your truck delivered and in service fast!

Best Warranty

Your certified truck comes with an industry leading 180-days warranty. In addition, all warranties offered by the manufacturers of any new components are extended to you. Our nationwide service capabilities ensure any warranty claims you may have will be addressed asap.

WHAT CUSTOMERS ARE SAYING

Shawn Murphy

Buckeye Valley Fire District

"Firetrucks Unlimited did a great job on refurbishing a used truck we purchased, we saved 300k over purchasing a new truck and we were able to get a lot more upgrades than if we purchased new! The staff and mechanics are great. Everything on the truck works flawlessly. Thanks Again!"

Scott Schuster

North Las Vegas Fire Department

"Fire Trucks Unlimited customer service is what you can expect to be equal to a new apparatus manufacturer. The product they provide is high quality and built to last. Every employee from their top management staff all the way down to their team building your unit is very supportive, educated and informative. The TEAM keeps you informed on your build process and ensures that you are well involved in the build process from start to finish."

Eric Staten

Unified Fire Authority

"Firetrucks Unlimited has exceeded our expectations!"

Darren Williams

Compton Fire Department

"It was a pleasure working with the team at Fire Trucks Unlimited. They were very professional and friendly and there's a great family atmosphere. They did a great job for us on a Pierce Ladder Truck. Thank you again for your professionalism."

Ted Martin

Mohave Valley Fire Department

"The most comprehensive fire truck refurbishment company in North America!"

Rusty Coleman

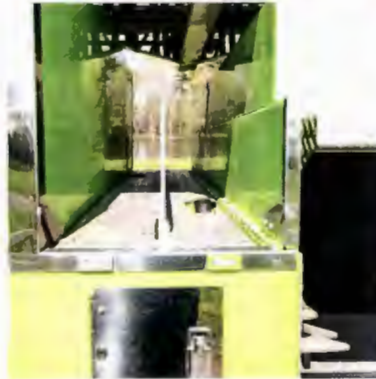
Northstar Fire Department

"The mechanic team was professional and skilled. All of us who attended the final commented on how the mechanics all showed so much pride in their work. This definitely left us feeling good about the project. We are very happy with the experience and would use your company again."

**2008 PIERCE VELOCITY 95' MID-MOUNT PLATFORM AERIAL
PHOTOS**











SPECIFICATIONS

General Specs

2008

Pierce

Velocity Pierce Chassis

Custom

Length: 48' 10"

Truck Height: 10' 9"

Wheelbase: 273"

GVWR: 82,000

Seating for 6; 5 SCBA seats

Mileage: 56,402

Engine Hours: 7,319

Detroit Series 60 515 HP Diesel Engine

Engine Brake

Allison 4000 EVS Automatic Transmission

Additional equipment not included with purchase unless otherwise listed.

Pump - Tank

Hale 8FGR200-19R 2000 GPM Side-Mount 1-Stage Pump

250 Gallon Polypropylene Tank

Driver's Side Discharges: (2) 2 1/2"

Crosslays/Speedlays: Crosslays: (2) 1 1/2"

Officer's Side Discharge: (1) 2 1/2"

Driver's Side Suction: (1) 6", (1) 2 1/2"

Officer's Side Suction: (2) 6", (1) 5"

Booster Reel

Electrical - Lighting

Harrison 10KW FRM Hydraulic, Hotshift PTO

LED Lighting

Arrowstick Traffic Indicator


Options

Pierce: 95 Aerial Device

Air Conditioning

Federal Q Siren

Heated Mirrors

	Customer	Quote: 11591 (4)
	CITY OF ELKO FIRE DEPARTMENT 911 W Idaho St Elko, NV	Estimate: 001299 Quote Date: 09/21/2021 Expires: 10/21/2021

Description	Price
UNIT2485 2008 Pierce Velocity 95' Mid-Mount Platform Aerial Purchase Additional offers from Firetrucks Unlimited included in price: <ul style="list-style-type: none"> • 6-Month Limited Warranty • NFPA Pump Test Cert • 3rd Party Aerial Test • DOT Compliant • New Cab & Body Paint • Inspection trip for 2 FD personnel 	\$549,000.00
Aerial Discount	(\$25,000.00)
Cooperative Purchasing Fee	\$2,000.00
Additional Services	
FUEL & AIR SYSTEMS	
07.10 New Fuel Tank (Included) The fuel tank shall be removed and replaced with new. The fuel tank straps shall be replaced.	\$0.00
ELECTRICAL SYSTEMS	
14.08 Kussmaul Auto Eject - With Block Heater A new Kussmaul 120-volt 30-amp Super Auto Eject with block heater shall be installed on D/S next to current auto eject. The auto eject cover shall be grey in color.	\$950.00

<p>14.14 Warning Lights - Zone A/B/C Upper</p> <p>The light bar shall be removed and replaced with a customer supplied lightbar.</p> <p>72" TOMAR Black widow light Bar</p> <p>Dual Color Red/White and Blue/White alternating modules</p> <p>take downs and alleys</p> <p>T792HL emitter in center module</p> <p>Added in Draft#: 2</p>	\$800.00
<p>14.16 Warning Lights - Zone A Lower</p> <p>The forward-facing emergency lights shall be replaced with customer supplied light heads.</p> <p>Tomar 4x6 Revolution Dual Color Warning Light head(s)</p> <p>Quantity: 2</p> <p>Added in Draft#: 2</p>	\$200.00
<p>14.18 Warning Lights - Zones B/D Lower</p> <p>The side facing emergency lights shall be replaced with customer supplied light heads.</p> <p>Tomar 4x6 Revolution Dual Color Warning Light head(s)</p> <p>Quantity: 10</p> <p>Added in Draft#: 2</p>	\$1,000.00
<p>14.19 Warning Lights - Zone B/C/D Upper</p> <p>The rear upper warning lights shall be replaced with customer supplied light heads.</p> <p>Tomar Scorpion LED Beacon(s)</p> <p>Quantity: 2</p> <p>Added in Draft#: 2</p>	\$450.00
<p>14.20 Warning Lights - Zone C Lower</p> <p>The rear facing emergency lights shall be replaced with customer supplied light heads.</p> <p>Tomar 4x6 Revolution Dual Color Warning Light head(s)</p> <p>Quantity: 4 ((2) Mounted Above DOT Stack and (2) Below)</p> <p>Added in Draft#: 2</p>	\$400.00
<p>14.21 Traffic Advisor</p> <p>A customer supplied traffic advisor shall be installed. The controller shall be mounted in the cab accessible to the driver.</p> <p>Tomar Rugged TRT LED Amber/White traffic advisor</p> <p>Added in Draft#: 2</p>	\$800.00

<p>14.24 Brake, Reverse & Turn Signals</p> <p>The brake, reverse and turn signal lighting shall be replaced with customer supplied light heads.</p> <p>Added in Draft#: 2</p>	\$1,200.00
<p>14.25 Reflectors</p> <p>The red and amber reflectors shall be replaced with new meeting DOT standards.</p>	\$150.00
<p>14.28 Ground Lighting</p> <p>Customer supplied LED light heads shall be installed under the apparatus in stepping areas. The lights shall be mounted in an angled bracket below the cab doors, below the pump panels (if applicable), below the rear of the body on the drivers and passenger's sides, and below the rear of the apparatus.</p> <p>Tomar White Flood Ground Light</p> <p>Quantity: 10</p> <p>Added in Draft#: 2</p>	\$1,000.00
<p>14.29 Compartment Lighting</p> <p>The compartments shall have a single full-length LED strip light installed on the forward and rear vertical frame of the compartment. The compartment light shall be illuminated when the compartment door is opened and turn off when the compartment door is shut.</p> <p>Quantity: 16</p>	\$4,000.00
<p>14.38 Scene Lighting - Pedestal Light(s)</p> <p>The pedestal mounted scene light(s) shall be replaced with customer supplied light(s).</p> <p>Tomar Aspire LED scene pedestal light(s)</p> <p>Quantity: 2</p> <p>Added in Draft#: 2</p>	\$200.00
<p>14.39 Scene Lighting - Brow</p> <p>A customer supplied brow light bar shall be installed. The light will be installed at the front of the apparatus. The brow light shall be operated by a switch located in the cab.</p> <p>Tomar 30" TRX LED</p> <p>Added in Draft#: 2</p>	\$400.00
<p>14.43 Headlights</p>	\$2,800.00

The headlights shall be replaced with new Firetech HiViz LED Headlights w/Hi and Low beams.	
14.44 Siren - Mechanical A new mechanical federal Q siren shall be installed on pedestal O/S bumper unless otherwise specified by purchaser. Foot switch shall be installed on officer's side.	\$3,200.00
14.45 Aerial Lighting New Tecniq D02 aerial Ladder lighting shall be installed along both rails of the aerial on all 5 sections. Added in Draft#: 2	\$4,200.00
14.46 Ceremonial Bell A 10" cast bronze bell with an eagle mounted on top of the bell shall be installed on the front of the vehicle. The bell shall be mounted on the officer's side of the front bumper extension. A pull cord shall be provided at the officer's position inside the cab to activate the bell.	\$3,100.00
DRIVING & INTERIOR	
17.23 Seat Bases Seat base on D/S and P/S rear facing crew seats shall be reupholstered.	\$800.00
17.28 Driver's seat (Included) The driver's air ride seat air leaks shall be repaired.	\$0.00
BODY & EQUIPMENT	
18.02 Ground Ladders (Included) The following ground ladders shall be included with the apparatus. (1) 24' Duo Safety Extension Ladder, Oriented-spurs to door, fly to center of engine (1) 14' Duo Safety Roof Ladder (1) 10' folding ladder (1) 6' Fire Hooks Unlimited NY Hook (1) 6' Pike Pole (1) 10' Pike Pole	\$0.00

18.40 Shelving (Included) The shelving shall be removed, inspected for damage and repaired as necessary. Adjustable shelf tracks shall be cleaned of all debris. DS rear compartment shelving/remake	\$0.00
PAINT & GRAPHICS	
19.05 Steam Cleaning Pre-Paint (Included) Prior to body work and prepping, the apparatus shall be completely steam cleaned to remove all debris, dirt, oils, grease and other contaminants.	\$0.00
19.10 Body Work (Included) The cab and body shall be inspected for damage and imperfections. Minor dents, and scratches shall be filled, smoothed and sealed. Minor cracks shall be re welded, ground and sealed. Surface rust shall be treated and sealed. Major body work and corrossions shall be identified and reported to the Purchaser.	\$0.00
19.30 Compartments (Included) The compartment interiors shall have all mounting brackets removed. Holes that are not to be re-used shall be welded and ground down. The compartment interiors and compartment shelving shall be re-finished with grey splatter paint.	\$0.00
19.40 Primer and Preparation (Included) After sanding, the cab and body shall be sealed and a primer coat shall be applied. After priming, the painting surface shall be sanded in preparation for final coat.	\$0.00
19.45 Cab and Body Paint and Polishing (Included) Upon completion of final preparation, the cab and body will be painted utilizing the highest quality, state of the art, low V.O.C., polyurethane base paint. Finish paint will be applied in a minimum of three coats to ensure proper coverage with a high gloss finish. The entire cab and body will be color sanded, buffed and detailed.	\$0.00
19.65 Paint Code(s) and Layout (Included) The Purchaser will provide all paint code(s). If the Purchaser does not have this information, Firetrucks Unlimited will match the existing paint color with an electronic paint matching system. The Purchaser will instruct Firetrucks Unlimited if the layout is to remain the same, will match a new fleet layout, or if a new design is required. Design work	\$0.00

is available for an additional fee. Black over red paint scheme	
19.70 Reflective Striping (Included) 3M Scotchlite striping will be provided. The stripe will be applied on a minimum of 60% of each side, 60% on the rear, and 40% on the front of the unit. The Scotchlite stripe layout will be specified by the Purchaser. The Purchaser will specify the color of the Scotchlite striping. Black reflective stripe	\$0.00
19.75 Chevrons Rear facing vertical surfaces will be covered with alternating stripes of reflective material specified by the Purchaser. The Purchaser will specify which surfaces will be covered. Added in Draft#: 2	\$1,950.00
19.80 Lettering & Graphics 3M Scotchlite lettering and graphics shall be provided on the cab doors. The Purchaser will provide the original artwork to Firetrucks Unlimited. If the original artwork is not available, Firetrucks Unlimited offers design services for an additional fee. The Purchaser may request lettering and graphics on the body, or aerial billboard for an additional fee. Does not include gold leaf. Added in Draft#: 2	\$1,200.00
PUMP & EQUIPMENT	
20.02 Monitor Motors (Included) The Elkhart electronic monitor's motor shall be replaced with new. ELK 8294041	\$0.00
20.03 Monitor Nozzle The monitor nozzle shall be replaced with new TFT master stream series model M-ERP2000-NN nozzle. The nozzle shall have a flow capacity of 300-2000 gpm (1100-8000 l/min). 2000 ER W/PLUG 3.5"F Added in Draft#: 2	\$3,400.00
20.05 Water Level Gauge (Included) The water level gauge on the D/S of cab shall be replaced with new FRC LED Tankvision Maxvision large remote display gauge. The new gauge shall have a new sending unit installed."	\$0.00

20.51 Color Coded Tags - Pump Panel (Included) Damaged or missing color-coded identification tags on the pump panel shall be replaced with new. We will match the existing colors when possible unless otherwise specified by the Purchaser.	\$0.00
20.06 Pump Pan and Heater New pump pan and heater shall be installed.	\$6,000.00
Aerial	
23.02 Aerial Repair (Included) Repair bent/worn pad on aerial cradle. Repair/replace sensor on aerial as necessary.	\$0.00
General	
26.02 Wash & Detail (Included) Prior to deliver the vehicle, the interior and exterior be cleaned and detailed. The finalization process detailing will include installation of NFPA required labels, checking fluid levels, sealing and caulking required areas of the cab and body, rust proofing, paint touch-up, etc.	\$0.00
OUTBFREIGHT OUTBOUND FREIGHT Firetrucks Unlimited shall deliver the truck to Elko, NV.	\$5,000.00
Approved By:	Total: \$569,200.00
Signature:	
Date:	

Terms and Conditions

Payment Terms: 50% down, 50% upon completion.
 Does not include taxes, tariffs, fees, etc. (if applicable).
 Customer supplied items may be subject to installation charge.



QUOTE

TO Elko City Fire Department
Pierce Relight
FTU

 PH _____

QUOTE NO. ECFD-7/21
 DATE 07/27/21
 CUSTOMER ID _____
 EXPIRATION DATE 07/31/21

TOMAR EMPLOYEE PREPARING QUOTE Erin Ribotta	DELIVERY ESTIMATE 14 Days	SHIPPING METHOD UPS Ground	SHIPPING	PAYMENT TERMS
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LINE #	QTY	PART #	DESCRIPTION	UNIT PRICE	LINE TOTAL
			Pierce Relight		
			Zone A		
1	1	970B-721-03-A2P	72" Black Widow Light Bar, Dual Color Red/White and Blue/White alternating modules; take downs and alleys; T792HL emitter in center module; mounting hardware included	\$2200.90	\$2200.90
2	1	TRX-30C-FS	30" TRX Light Bar; Flood/Spot Modules; Brow Bar	\$516.46	\$516.46
3	2	R46D-W-RW	4x6 Revolution Dual Color Warning Light; Red/White; Clear Lense; SAE Compliant	\$122	\$244
4	2	R46L-TURN	4x6 Revolution DOT Turn Light; Clear Lense; SAE Compliant	\$92	\$184
5	4	R46-BZ-B	4x6 Black Bezel with Mounting Gasket	\$9.94	\$39.76
			Zone B and D		
6	10	R46D-W-RW	4x6 Revolution Dual Color Warning Light; Red/White; Clear Lense; SAE Compliant; (5) For Each Side	\$122	\$1220
7	10	R46-BZ-B	4x6 Black Bezel with Mounting Gasket	\$9.94	\$99.40
8	2	ASPB-10SW-SF	Aspire Scene Light; White Flood and Spot Modules; No Pole; Black Housing; With Switches; (1) For Each Side	\$793.01	\$1586.02
9	10	970-FR3WNF-13F	White Flood Ground Lights; (5) Each Side; Mounted Under Each Cab Door and Rollup Compartments	\$54.02	\$540.20
10	10	RECT-SX-BLACK	Mounting Bezel for Line 9	\$8.27	\$82.70
			Zone C		
11	2	BCN-CR1B	Scorpion Beacon; 12 LED; Red; Black Housing	\$406.57	\$813.14
12	1	TRT-40W-TDAW-C	Rugged TRT Traffic Director; Amber/White for Traffic Director with White Override for added Scene Light	\$907.04	\$907.04

13	4	R46D-W-RW	4x6 Revolution Dual Color Warning Light; Red/White; Clear Lense; SAE Compliant; (2) Mounted Above DOT Stack and (2) Below; Red Warning with Ability to Steady Burn White for Added Scene Lighting if Wanted	\$122	\$488
14	2	R46L-TURN	4x6 Revolution DOT Turn Light; Clear Lense; SAE Compliant	92	\$184
15	2	R46L-STT	4x6 Revolution DOT Stop/Tail Light; Clear Lense; SAE Compliant	\$92	\$184
16	2	R46L-F	4x6 Revolution Illumination Light/Reverse Light	\$92	\$184
17	2	R46-BZ-B	4x6 Black Bezel with Mounting Gasket for Upper 4x6	\$9.94	\$19.88
18	2	R46-BZ4-B	4x6 Black DOT 4 Stack Bezel with Mounting Gasket	\$28.26	\$56.52
19	2	970-FR3WNF-13F	White Flood Ground Lights for Added Visibility on Scene	\$54.02	\$108.04
20	2	RECT-SX-BLACK	Mounting Bezel for Line 19	\$8.27	\$16.54
				Total	

This is a quotation on the goods named, subject to the conditions noted below:

1. Shipping charges will be the actual cost of ups ground or customer specified carrier
2. Applicable sales tax will be added unless a tax resale certificate is on file

Shipping*	0
Sales Tax*	\$0.00
Total	

2100 W. OBISPO AVE, \ GILBERT, AZ 85233 USA \ 800.338.3133 \ WWW.TOMAR.COM

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Revocable License Agreement between the City of Elko and Elevation Transport, and matters related thereto for the use of Airport land as a parking area, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 28, 2021**
3. Agenda Category: **UNFINISHED BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **Elevation Transport contacted Staff regarding two (2) parcels leased to Joe's Hauling, known as APN 006-09G-030 and 006-09G-008. In the event Joe's Hauling and the City enter into lease termination agreements for these two parcels, subject to Council approval, Elevation Transport desires to enter into a revocable license agreement with the City to use these parcels as a parking area. JF**
6. Budget Information:

Appropriation Required: **NA**
Budget amount available: **NA**
Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Revocable License Agreement w/Exhibits**
9. Recommended Motion: **Motion to approve the Revocable License Agreement between the City of Elko and Elevation Transport.**
10. Prepared by: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **City Attorney**
12. Council Action:
13. Agenda Distribution: **Edwin Smutt
Elevation Transport
Elko Nevada
www.elevationtransport.com
mail@elevationtransport.com**

REVOCABLE LICENSE AGREEMENT FOR PARKING AREA

THIS REVOCABLE LICENSE AGREEMENT FOR PARKING AREA (hereinafter the "License Agreement") is made this ____ day of _____, 2021 (hereinafter the "Effective Date"), by and between the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, hereinafter called the "**City of Elko**," and **ELEVATION TRANSPORT**, a Nevada corporation, hereinafter called the "**Licensee**."

R E C I T A L S

WHEREAS, **Licensee** operates a trucking company in Elko, Nevada; and

WHEREAS, **Licensee** desires to utilize property located at the Elko Regional Airport for truck parking, said property (hereinafter the "Parking Area") consisting of two (2) parcels bearing Assessor's Parcel Numbers (APN) 006-09G-030 and 006-09G-008, respectively, and being more particularly described in the legal descriptions attached hereto at **Exhibit A** and shown on the maps attached hereto at **Exhibit B**.

NOW, THEREFORE, in consideration of the rights and obligations contained herein, it is agreed as follows:

The **City of Elko** shall, subject to the terms and conditions contained herein, permit **Licensee** the non-exclusive use of the Parking Area for the purposes set forth in this License Agreement.

The parties hereto further covenant and agree as follows:

1. **LICENSE FEES**: In consideration for the license granted to the **Licensee** hereunder, **Licensee** shall pay to the **City of Elko** an annual license fee for each of the parcels comprising the Parking Area, as follows:
 - (a) For APN 006-09G-008 the license fee is **EIGHT HUNDRED TWENTY-FOUR DOLLARS AND 70/100 (\$824.70)** per annum; and
 - (b) For APN 006-09G-030 the license fee is **ONE THOUSAND, SEVEN HUNDRED TEN DOLLARS AND 35/100 (\$1,710.35)** per annum.

The foregoing license fees are subject to a CPI increase on April 1 of each year during the term or for so long as this Licensee Agreement remains in effect.

2. **TERM:** The term of this License Agreement shall be **twelve (12) months**, commencing on the Effective Date. The **City of Elko** may, upon request by the **Licensee** and in the discretion of the **City of Elko**, extend the term of this License Agreement from month-to-month thereafter. Notwithstanding the foregoing, the **City of Elko** may revoke this License Agreement for any reason permitted hereunder prior to the expiration of the term or any extension thereof in the manner provided herein.

In the event of the termination of the license granted hereunder by the expiration of the term or an extension thereof, or upon notice for any other reason permitted hereunder, **Licensee** shall promptly, peaceably and quietly leave, surrender and yield to the **City of Elko** the Parking Area in good order, condition and repair.

3. **WAIVER:** Waiver by the **City of Elko** of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, condition or covenant or any subsequent breach of the same, or any other term, condition or covenant herein contained.

4. **NOTICE:** All notices or demands by or from the **City of Elko** to **Licensee**, or from the **Licensee** to the **City of Elko** shall be in writing. They shall be served either personally or by certified mail, return receipt requested. If served by certified mail, return receipt requested, the service shall be conclusively deemed made forty-eight (48) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice or demand is to be given and the issuance of a receipt thereof. Any notice or demand to the **City of Elko** may be given to the City of Elko at 1751 College Avenue, Elko, Nevada 89801, or at such other place or places as shall be designated by the **City of Elko** from time to time. Any notice or demand to **Licensee** shall be given to: Elevation Transport, P.O. Box 1480, Elko, NV 89801.

5. **IMPROVEMENTS, REPAIRS, MAINTENANCE AND USE OF THE PROPERTY:**

(a) **Licensee** shall not make any improvements to the Parking Area without the prior written consent of the **City of Elko**.

(b) **Licensee** shall be responsible for maintaining the Parking Area in a clean and orderly manner at all times.

(c) **Licensee** shall secure any permits required in connection with the activities authorized hereunder and shall comply with all applicable federal, state and local laws, ordinances, resolutions or regulations.

(d) The failure of the **Licensee** to comply with any directions given by the **City of Elko** in relation to the use or occupancy of the Parking Area, or the failure of the **Licensee** to comply with all federal, state and local laws, ordinances, resolutions or regulations which apply to the Parking Area, or the **Licensee's** failure to comply with this License Agreement, shall be grounds for termination of this License Agreement by the **City of Elko**. Any improvements which have been installed by the **Licensee** in the Parking Area shall be promptly removed by **Licensee**, at its own expense and in a workmanlike manner, upon request by the **City of Elko** following revocation or termination hereof.

6. **RIGHT OF ENTRY**: The **City of Elko** specifically reserves the right of entry upon the Parking Area by any authorized officer, engineer, employee, agent or contractor of the **City of Elko** at any time and for any and all purposes.

7. **INDEMNIFICATION**: Notwithstanding any other provision contained herein, **Licensee** hereby agrees to hold harmless, indemnify and defend the **City of Elko**, including, without limitation, the **City of Elko's** agents, employees and contractors, against any and all claims, demands, actions, suits, liability, cost and expense, including defense expenses, (to include, without limitation, suits for damages and injuries to persons or property) arising out of **Licensee's** acts or omissions in connection with the activities contemplated by this License Agreement.

8. **TERMINATION**: The **City of Elko** reserves the right to terminate this License Agreement and the permission hereby given at any time and for any reason upon reasonable notice, which shall not be required to exceed thirty (30) days.

9. **GENERAL COVENANTS**:

(a) This License Agreement shall constitute the entire contract between the parties hereto concerning the subject matter hereof.

(b) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns, as the case may be, of the respective parties, **provided**, under no circumstances shall **Licensee** assign its rights or obligations hereunder without the prior written consent of the **City of Elko**.

(c) As used herein, the terms "**City of Elko**" and "**Licensee**" shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.

(d) The provisions of this license may only be altered, changed or amended by mutual written consent of the parties hereto, in accordance with the provisions and procedures herein contained.

(e) Any claim made by **Licensee** arising out of any act or omission by any officer, agent or employee of the **City of Elko** in the execution or performance of this License Agreement will be made against **City of Elko** and not against the officer, agent or employee.

(f) **Licensee** shall require each contractor or subcontractor retained to perform work in the Right-of-Way to agree in its individual contract with **Licensee** not to make any claim against the **City of Elko**, its agents or employees by reason of that contract.

(g) Nothing in this License Agreement shall be construed to give any person, other than the **City of Elko** and **Licensee**, any legal or equitable right, remedy or claim under this Agreement, but it shall be held to be for the sole and exclusive benefit of City and Consultant.

(h) This License Agreement shall be governed by the laws of the State of Nevada and jurisdiction and venue for any legal action shall be the Fourth Judicial District Court in and for Elko County, Nevada.

(i) In the event of any litigation between the parties hereto arising out of this License Agreement, or if one party seeks to judicially enforce the terms of this License Agreement, the prevailing party shall be entitled to an award of all reasonable fees and costs, including, but not limited to, reasonable attorney's fees.

(j) **Licensee** may not assign any of its rights or obligations under this License Agreement.

(k) This License Agreement shall be binding not only upon the parties hereto but also upon their respective heirs, personal representatives, assigns (subject to the limitation on assignment) and other successors in interest.

(l) In the event that any date specified in this License Agreements falls on a 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.

(m) Time is of the essence.

(n) **Licensee** shall comply with the requirements set forth in the document attached hereto at **Exhibit C** entitled "Civil Rights and Non-Discrimination."

IN WITNESS WHEREOF, the parties hereto have executed this license the day and year first above written.

ELEVATION TRANSPORT

CITY OF ELKO

By: _____

By: _____
REECE KEENER, Mayor

Title: _____

ATTEST:

KELLY WOOLDRIDGE, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF APN: 006-09G-008 LEASE AREA

All of Assessor's parcel number 006-09G-008, located in the west half of Section 20, Township 34 North, Range 55 East, M.D.B. & M., Elko County, Nevada, more particularly described as follows;

Commencing at a point along the northerly right-of-way of U.S. Highway 40, at the former location of a concrete monument at engineer's station L2 1404+11.90 which bears South 49°00'10" West, a distance of 7,741.28 feet from the Elko Regional Airport survey control monument "Cessna";

Thence, along said northerly right-of-way of U.S. Highway 40, South 54°11'02" West, a distance of 42.73 feet;

Thence, North 35°48'58" West, a distance of 700.00 feet, to the true Point of Beginning;

Thence, continuing North 35°48'58" West, a distance of 257.33 feet;

Thence, South 54°11'02" West, a distance of 125.00 feet;

Thence, South 35°48'58" East, a distance of 113.27 feet;

Thence, South 54°11'02" West, a distance of 258.25 feet;

Thence, South 35°48'58" East, a distance of 144.06 feet;

Thence, North 54°11'02" East, a distance of 383.25 feet, more or less, to the Point of Beginning.

Said parcel contains an area of ±69,370 square feet, or ±1.592 acres.

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

Elko Regional Airport survey control monument "Cessna"

N 2847077.14

E 599834.56

Elko Regional Airport survey control monument "Piper"

N 28469096.94

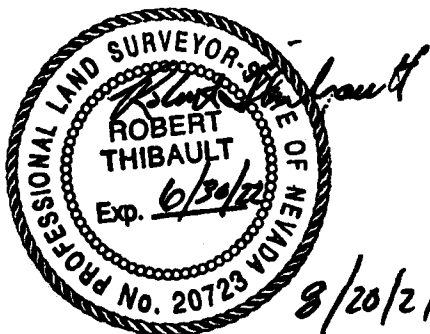
E 599075.75

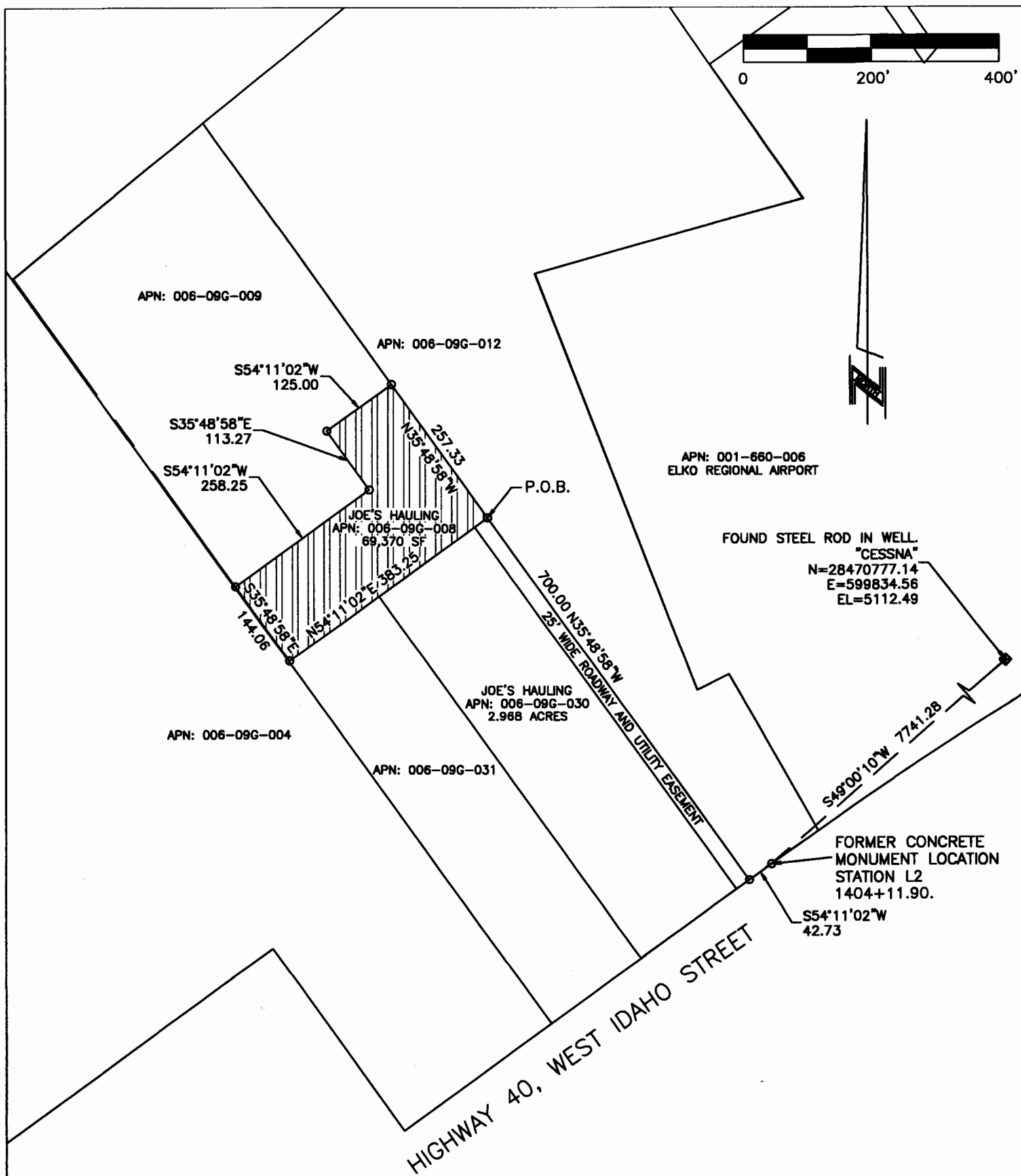
With a bearing of South 24°18'17" West and distance of 1,843.60 feet from Cessna to Piper.

Description prepared by:

Robert Thibault, PE, PLS

City of Elko Civil Engineer





SCALE
 HORIZ. 1"=200'
 VERT. 1"=100'
 JOB No. _____

EXHIBIT B
MAP OF LEASE AREA APN: 006-09G-008
FOR THE ELKO REGIONAL AIRPORT

DESIGNED BY: _____
 DRAWN BY: ACAD CSD 3/20/21
 CHECKED BY: _____
 DATE: 3/20/2021

IN SECTION 20, T 34 N,
 R 55 E, M.D.B.&M.
 U:\Reports\2015-Less-work\Map\2015-LEASE-MAP\B-000000.dwg

EXHIBIT A

LEGAL DESCRIPTION OF APN: 006-09G-030 LEASE AREA

All of Assessor's parcel number 006-09G-030, located in the west half of Section 20, Township 34 North, Range 55 East, M.D.B. & M., Elko County, Nevada, more particularly described as follows;

Commencing at a point along the northerly right-of-way of U.S. Highway 40, at the former location of a concrete monument at engineer's station L2 1404+11.90 which bears South 49°00'10" West, a distance of 7,741.28 feet from the Elko Regional Airport survey control monument "Cessna";

Thence, along said northerly right-of-way of U.S. Highway 40, South 54°11'02" West, a distance of 67.73 feet, to the true Point of Beginning;

Thence, North 35°48'58" West, a distance of 700.00 feet;

Thence, South 54°11'02" West, a distance of 184.71 feet;

Thence, South 35°48'58" East, a distance of 700.00 feet;

Thence, North 54°11'02" East, a distance of 184.71 feet, more or less, to the Point of Beginning.

Said parcel contains an area of ±129,297 square feet, or ±2.968 acres.

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

Elko Regional Airport survey control monument "Cessna"

N 2847077.14

E 599834.56

Elko Regional Airport survey control monument "Piper"

N 28469096.94

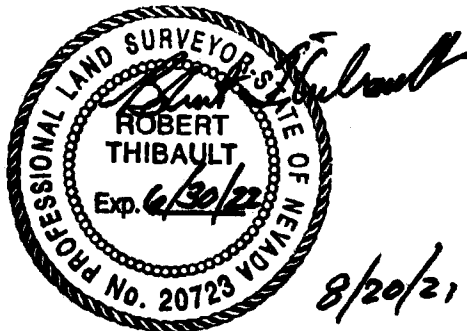
E 599075.75

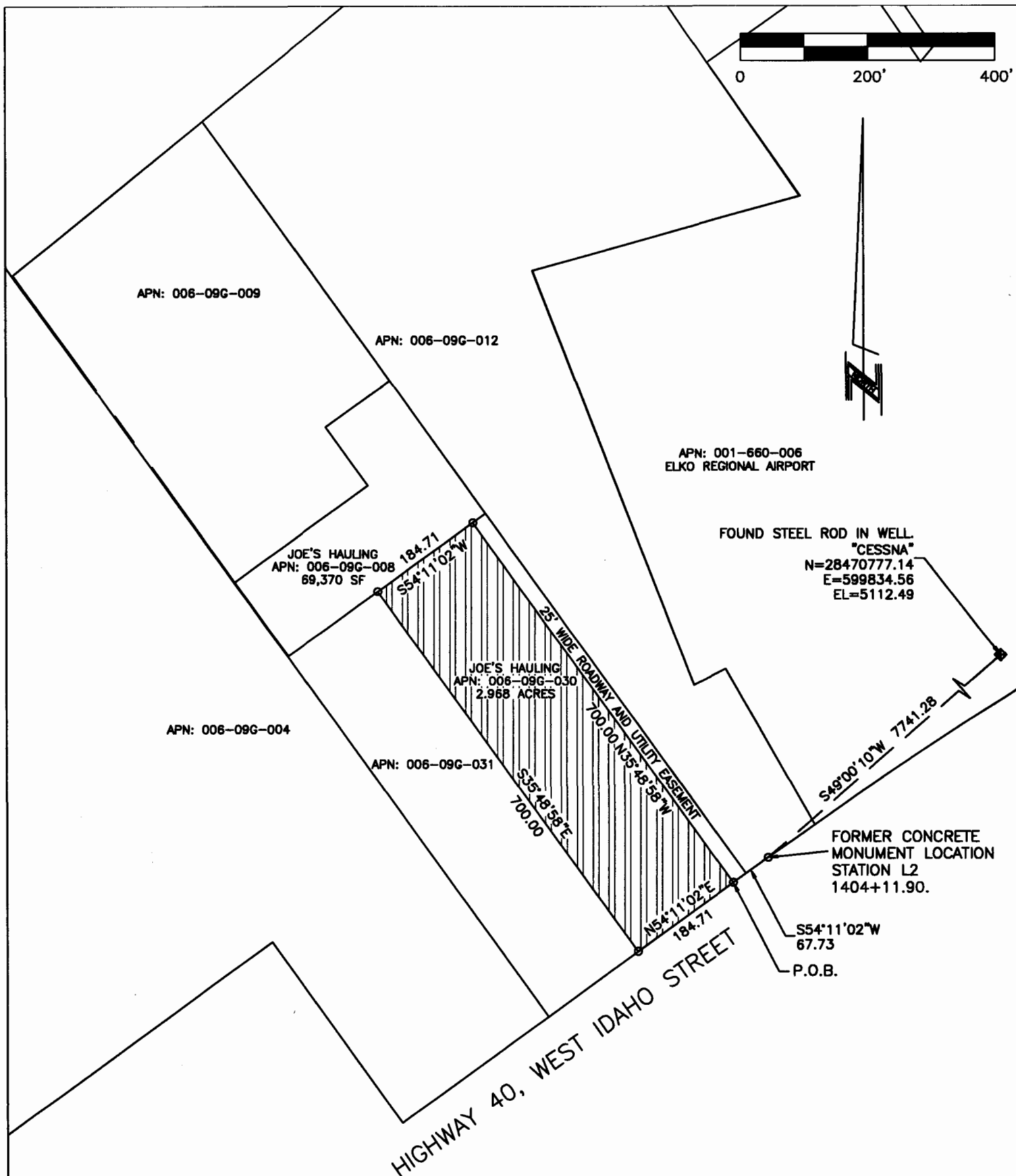
With a bearing of South 24°18'17" West and distance of 1,843.60 feet from Cessna to Piper.

Description prepared by:

Robert Thibault, PE, PLS

City of Elko Civil Engineer





SCALE
 HORIZ 1"=400'
 VERT 1"=80'
 JOB No. _____

EXHIBIT B
MAP OF LEASE AREA APN: 006-09G-030
FOR THE ELKO REGIONAL AIRPORT

DESIGNED BY _____
 DRAWN BY ACAD C3D 2020
 CHECKED BY ST
 DATE 8/20/2021

IN SECTION 20, T 34 N,
 R 55 E, M.D.B.&M.

U:\Reports\2018-Lease-working files\2018-LEASE-MASTER-DRAWING.dwg

Exhibit C

CIVIL RIGHTS NON-DISCRIMINATION

1. LICENSEE agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If LICENSEE transfers its obligation to another, the transferee is obligated in the same manner as LICENSEE. This provision obligates LICENSEE for the period during which the property is used or possessed by LICENSEE and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
2. During the performance of this Agreement, LICENSEE for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:
 - A. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - B. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - D. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - F. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - G. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age

Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

3. LICENSEE, including personal representatives, 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 ground of race, color, or national origin, will 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 ground of race, color, or national origin, will be excluded from participation in, denied the benefits

of, or otherwise be subjected to discrimination, (3) that LICENSEE will use the premises in compliance with all other requirements imposed by or pursuant to the list of non-discrimination acts and authorities, as enumerated in the preceding subsection. In the event of breach of any of the above nondiscrimination covenants, CITY will have the right to terminate this Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the Agreement had never been made or issued.

4. During the performance of this Agreement, LICENSEE, for itself, its assignees, and successors in interest, agrees as follows:

- A. Nondiscrimination: LICENSEE, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. LICENSEE will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- B. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by LICENSEE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by LICENSEE of contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities.
- C. Information and Reports: LICENSEE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by CITY or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, LICENSEE will so certify to CITY or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

- D. Sanctions for Noncompliance: In the event of LICENSEE'S noncompliance with the non-discrimination provisions of this Agreement, CITY will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.
- E. Incorporation of Provisions: LICENSEE will include the provisions of this subsection in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. LICENSEE will take action with respect to any subcontract or procurement as CITY or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if LICENSEE becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, LICENSEE may request CITY to enter into any litigation to protect the interests of CITY. In addition, LICENSEE may request the United States to enter into the litigation to protect the interests of the United States.

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Revocable Permit No. 2-21, filed by Kevin and Dulcy Engelmeier, to occupy +/- 692 square feet of Jennings Way Right-of-Way adjacent to their parcel located at 658 Cortney Drive to accommodate landscaping and a fence, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 28, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The applicant is requesting the revocable permit for an area which is currently fenced and landscaped as part of their exterior side yard along Jennings Way. 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: **License agreement, Application and exhibits**
9. Recommended Motion: **Approve Revocable Permit No. 2-21 subject to the execution of a Standard License Agreement between the applicant and the City of Elko.**
10. Prepared by: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Kevin and Dulcy Engelmeier
658 Cortney Drive
Elko, NV 89801
kengelmeier@newfields.com**

REVOCABLE LICENSE AGREEMENT FOR OCCUPANCY OF RIGHT-OF-WAY

THIS REVOCABLE LICENSE AGREEMENT FOR OCCUPANCY OF RIGHT-OF-WAY (hereinafter the "License Agreement") is made this ____ day of _____, 2021 (hereinafter the "Effective Date"), by and between the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, hereinafter called the "**City of Elko**," and **Kevin and Dulcy Engelmeier**, husband and wife, hereinafter collectively called the "**Licensee**."

RECITALS

A. **Licensee** owns property located generally at 658 Cortney Drive, Elko, Nevada; and

B. **Licensee** desires to place landscaping and a fence in approximately 692 square feet of the Jennings Way right-of-way, located generally on the north side of the intersection of Cortney Drive and Jennings Way, more particularly described in the legal description attached hereto as Exhibit A, hereinafter called the "Right-of-Way;" and,

C. **Licensee** seeks from the **City of Elko** a revocable license to use portions of the Right-of-Way for landscaping and a fence as shown on the site plan attached hereto as Exhibit B.

NOW, THEREFORE, in consideration of the rights and obligations contained herein, it is agreed as follows:

The **City of Elko** shall, subject to the terms and conditions contained herein, permit **Licensee** to use the Right-of-Way for the purposes set forth in this License Agreement.

The parties hereto further covenant and agree as follows:

1. **TERM**: The term of this License Agreement shall be ten (10) years, commencing on the Effective Date, which shall be the date of execution by the **City of Elko**. Notwithstanding the foregoing, the **City of Elko** may revoke this License Agreement for any reason permitted hereunder prior to the expiration of the term or any extension thereof.

In the event of the termination of the license granted hereunder by the expiration of the term or an extension thereof, or upon notice for any other reason permitted hereunder, **Licensee**

shall promptly, peaceably and quietly leave, surrender and yield to the **City of Elko** the Right-of-Way in good order, condition and repair.

2. **WAIVER:** Waiver by the **City of Elko** of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, condition or covenant or any subsequent breach of the same, or any other term, condition or covenant herein contained.

3. **NOTICE:** Any and all notices or demands by or from the **City of Elko** to **Licensee**, or from the **Licensee** to the **City of Elko** shall be in writing. They shall be served either personally or by certified mail, return receipt requested. If served by certified mail, return receipt requested, the service shall be conclusively deemed made forty-eight (48) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice or demand is to be given and the issuance of a receipt thereof. Any notice or demand to the **City of Elko** may be given to the City of Elko at 1751 College Avenue, Elko, Nevada 89801, or at such other place or places as shall be designated by the **City of Elko** from time to time. Any notice or demand to **Licensee** shall be given to: Kevin and Dulcy Engelmeier, 658 Cortney Drive, Elko, Nevada 89801.

4. **IMPROVEMENTS, REPAIRS, MAINTENANCE AND USE OF THE PROPERTY:**

(a) **Licensee** shall have the license to enter upon and occupy the Right-of-Way to keep and maintain landscaping and a fence, at its own expense, according to the approved site plan attached hereto as Exhibit B, **provided**, **Licensee** must act in accordance with directions given by the **City of Elko** in relation to the activities permitted hereunder.

(b) **Licensee** shall be responsible for maintaining the landscaping, fence and related improvements in a clean and orderly manner at all times.

(c) **Licensee** shall secure any permits required in connection with the activities authorized hereunder and shall comply with all applicable federal, state and local laws, ordinances, resolutions or regulations.

(d) The failure of the **Licensee** to comply with any directions given by the **City of Elko** in relation to the use or occupancy of the Right-of-Way, or the failure of the **Licensee** to comply with all federal, state and local laws, ordinances, resolutions or regulations

which apply to the Right-of-Way, or the **Licensee's** failure to comply with this License Agreement, shall be grounds for termination of this License Agreement by the **City of Elko**. Any improvements which have been installed by the **Licensee** in the Right-of-Way shall be promptly removed by **Licensee**, at its own expense and in a workmanlike manner, upon request by the **City of Elko** following revocation or termination hereof.

5. **RIGHT OF ENTRY:** The **City of Elko** specifically reserves the right of entry upon the Right-of-Way by any authorized officer, engineer, employee, agent or contractor of the **City of Elko** at any time and for any and all purposes.

6. **INDEMNIFICATION:** Notwithstanding any other provision contained herein, **Licensee** hereby agrees to hold harmless, indemnify and defend the **City of Elko**, including, without limitation, the **City of Elko's** agents, employees and contractors, against any and all claims, demands, actions, suits, liability, cost and expense, including defense expenses, (to include, without limitation, suits for damages and injuries to persons or property) arising out of **Licensee's** acts or omissions in connection with the activities contemplated by this License Agreement.

7. **TERMINATION:** The **City of Elko** reserves the right to terminate the license hereby given at any time upon reasonable notice, which shall not be required to exceed thirty (30) days.

8. **GENERAL COVENANTS:**

(a) This License Agreement shall constitute the entire contract between the parties hereto concerning the subject matter hereof.

(b) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns, as the case may be, of the respective parties, *provided*, under no circumstances shall **Licensee** assign its rights or obligations hereunder without the prior written consent of the **City of Elko**.

(c) As used herein, the terms the **City of Elko** and **Licensee** shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.

(d) The provisions of this license may only be altered, changed or amended by mutual written consent of the parties hereto, in accordance with the provisions and procedures herein contained.

(e) Any claim made by **Licensee** arising out of any act or omission by any officer, agent or employee of the **City of Elko** in the execution or performance of this License Agreement will be made against **City of Elko** and not against the officer, agent or employee.

(f) **Licensee** shall require each contractor or subcontractor retained to perform work in the Right-of-Way to agree in its individual contract with **Licensee** not to make any claim against the **City of Elko**, its agents or employees by reason of that contract.

(g) Nothing in this License Agreement shall be construed to give any person, other than the **City of Elko** and **Licensee**, any legal or equitable right, remedy or claim under this Agreement, but it shall be held to be for the sole and exclusive benefit of City and **Licensee**.

(h) This License Agreement shall be governed by the laws of the State of Nevada and jurisdiction and venue for any legal action shall be the Fourth Judicial District Court in and for Elko County, Nevada.

(i) In the event of any litigation between the parties hereto arising out of this License Agreement, or if one party seeks to judicially enforce the terms of this License Agreement, the prevailing party shall be entitled to an award of all reasonable fees and costs, including, but not limited to, reasonable attorney's fees.

(j) **Licensee** may not assign any of its rights or obligations under this License Agreement.

(k) This License Agreement shall be binding not only upon the parties hereto but also upon their respective heirs, personal representatives, assigns (subject to the limitation on assignment) and other successors in interest.

(l) In the event that any date specified in this License Agreements falls on a 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.

(m) Time is of the essence.

IN WITNESS WHEREOF, the parties hereto have executed this license the day and year first above written.

(Signatures on next page)

KEVIN AND DULCY ENGELMEIER:

CITY OF ELKO:

By: _____

By: _____
REECE KEENER, Mayor

By: _____

ATTEST:

KELLY WOOLDRIDGE, City Clerk

EXHIBIT A

LEGAL DESCRIPTION TO ACCOMPANY A REVOCABLE PERMIT TO OCCUPY CITY PROPERTY

An area of land within the southeast quarter of Section 8, Township 34 North, Range 55 East, which is within the right-of-way of Jennings Way, as shown on the Final Map of Heritage Estates Subdivision units 4 & 5, recorded in the office of the Elko County Recorder as file no. 577665, on July 17, 2007. Said portion of the Jennings Way right-of-way is further described as follows;

Beginning at the northwesterly corner of Lot 154 of said Heritage Estates Subdivision Units 4 & 5, which is a point on the easterly edge of the right-of-way for Jennings Way, thence along said easterly right-of-way of Jennings Way, South 0°22'43" East, a distance of 87.56 feet;

Thence, South 89°37'17" West, a distance of 7.98 feet, more or less, to the back of the existing 5' wide sidewalk along the easterly side of Jennings Way;

Thence, along the back of said sidewalk, North 0°16'39" West, a distance of 87.56 feet;

Thence, North 89°37'17" East, a distance of 7.83 feet, more or less, to the point of beginning.

This area of land contains a total of ±692 square feet.

The Basis of bearings for this description is the Final Map of Heritage Estates Subdivision units 4 & 5, recorded in the office of the Elko County Recorder as file no. 577665, on July 17, 2007

Description prepared by:

Robert Thibault, PE, PLS

Civil Engineer for the City of Elko

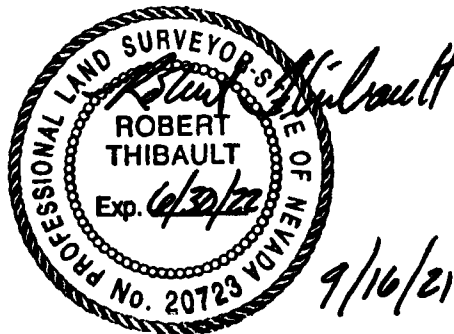
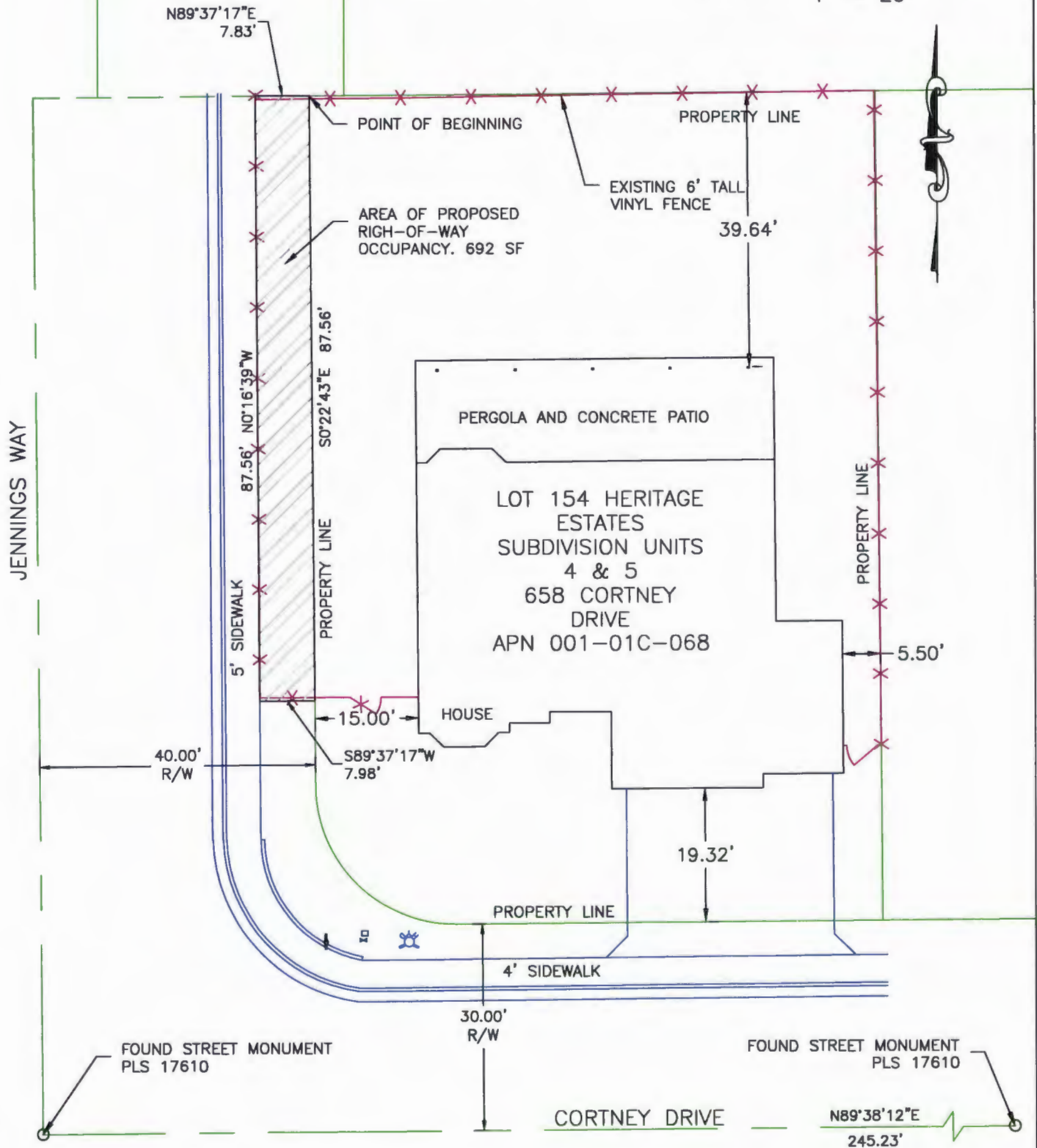
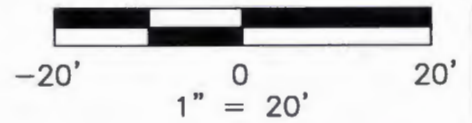


EXHIBIT B



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

SCALE
HORZ 1"=20'
VERT _____

DISPLAY MAP TO SUPPORT
APPLICATION TO OCCUPY
CITY RIGHT-OF-WAY

SURVEYED BY
BT
DRAWN BY
ACAD 2020
CHECKED BY
BT
DATE
9/20/21



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

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

APPLICATION FOR REVOCABLE PERMIT TO OCCUPY CITY OF ELKO PROPERTY

APPLICANT(s): Kevin and Dulcy Engelmeier

MAILING ADDRESS: 658 Cortney Drive Elko Nevada

PHONE NO (Home) 775-397-6446

(Business) 775-397-6446

NAME OF PROPERTY OWNER (If different): same as above

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

MAILING ADDRESS: same as above

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

ASSESSOR'S PARCEL NO.: please see attached

Address 658 Cortney Drive Elko, Nevada, 89801

APPLICANT'S REPRESENTATIVE OR ENGINEER: City Surveyed/Self

FILING REQUIREMENTS:

Complete Application Form: In order to begin processing the application, an application form must be complete and signed.

Fee: A \$400.00 non-refundable filing fee.

Legal Description: A certified metes and bounds legal description of the boundary of the area to be used by the applicant must be provided.

Plot Plan: A plot plan provided by a properly licensed surveyor drawn to scale showing the proposed boundary lines, proposed structures, signs, landscaping, etc.

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 the request.

Describe the proposed use of the property: The fence was existing when I purchased the
property. I would like to apply for the revocable permit to allow the fence to stay as constructed in
place with the understanding that if the fence needs to be move that it would be at the property owners expense.

(Dimensions) 7.98' feet X 87.56' feet (Attach Plot Plan)

(Use additional pages if necessary to address the question)

This area intentionally left blank,

THE APPLICANT HEREBY AGREES TO COMPLY WITH THE FOLLOWING:

1. That if this permit is granted, the applicant agrees that the property involved shall be subject to any utility easements affecting said area, including all existing utility mains, pipelines, laterals, sewer lines, water lines, gas lines, telephone lines, cables, television cables, electrical lines and wires, gas wires, drains and other pipes, wires and cables, and lines now located on, over, under or within said property area, strip or any portion thereof.
2. That if this permit is granted, the applicant hereby agrees that their use of said area shall be only for landscaping, driveways, fences, carports, signs, and any other such similar uses involving non-permanent structures.
3. That the applicant understands and agrees that said permit, if granted, is revocable by the City of Elko, should the City of Elko determine said right-of-way is needed for public use. Revocation of the permit to occupy the right-of-way shall be 30 days from the date of certified mailing to the permit holder, notifying permittee of the City's intent to revoke.
4. That the applicant hereby agrees that the removal and/or relocation of the permittee's improvements, desired to be retained and salvaged by the permittee, shall be the responsibility of the permittee and at the permittee's expense. Any improvements remaining after the 30 day notification period shall be removed by the City of Elko to accomplish the City's plan for public use of said area.
5. That the applicant further agrees to comply with all applicable codes and ordinances pertaining to the applicant's use of said right-of-way.

Applicant / Agent Kevin or Dulcy Engelmeier
(Please print or type)

Mailing Address 658 Cortney Drive
Street Address or P.O. Box

Elko, Nevada, 89801
City, State, Zip Code

Phone Number: 775-397-6446

Email address: kengelmeier@newfields.com

SIGNATURE: 

FOR OFFICE USE ONLY

File No.: 2-21 **Date Filed:** 9/17/21 **Fee Paid:** \$400.00 + \$500.00 CE#596
CE#595 for surveying completed by
City of Elko

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Revocable Permit No. 3-21, filed by 346 Silver St, LLC., to occupy +/- 657 square feet of 4th Street Right-of-Way adjacent to their parcel located at 346 Silver Street to accommodate outdoor dining with related improvements such as a railing and awning, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 28, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The applicant is requesting the revocable permit to create an outdoor dining area which could be enclosed by a railing and covered by a roof structure. 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: **License agreement, Application and exhibits**
9. Recommended Motion: **Approve Revocable Permit No. 3-21 subject to the execution of a Standard License Agreement between the applicant and the City of Elko.**
10. Prepared by: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **346 Silver St, LLC
346 Silver Street
Elko, NV 89801
telescopelanes@frontiernet.net

Lana Carter
lanalcarter@live.com**

REVOCABLE LICENSE AGREEMENT FOR OCCUPANCY OF RIGHT-OF-WAY

THIS REVOCABLE LICENSE AGREEMENT FOR OCCUPANCY OF RIGHT-OF-WAY (hereinafter the "License Agreement") is made this ____ day of _____, 2021 (hereinafter the "Effective Date"), by and between the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, hereinafter called the "**City of Elko**," and **346 SILVER ST, LLC**, a Nevada series limited-liability company, hereinafter called the "**Licensee**."

RECITALS

A. **Licensee** operates a restaurant known as the "Blind Onion" and owns property located generally at 346 Silver Street, Elko, Nevada; and

B. **Licensee**, as part of its restaurant operation, desires to create outdoor dining with related improvements such as railing and roof structure to enclose and cover an area approximately 657 square feet of the 4th Street right-of-way, located generally on the south side of the intersection of 4th Street and Silver Street, more particularly described in the legal description attached hereto as Exhibit A, hereinafter called the "Right-of-Way;" and,

C. **Licensee** seeks from the **City of Elko** a revocable license to use portions of the Right-of-Way for outdoor dining to include railing and roof structure as shown on the site plan attached hereto as Exhibit B and C.

NOW, THEREFORE, in consideration of the rights and obligations contained herein, it is agreed as follows:

The **City of Elko** shall, subject to the terms and conditions contained herein, permit **Licensee** to use the Right-of-Way for the purposes set forth in this License Agreement.

The parties hereto further covenant and agree as follows:

1. **TERM**: The term of this License Agreement shall be ten (10) years, commencing on the Effective Date, which shall be the date of execution by the **City of Elko**. Notwithstanding the foregoing, the **City of Elko** may revoke this License Agreement for any reason permitted hereunder prior to the expiration of the term or any extension thereof.

In the event of the termination of the license granted hereunder by the expiration of the term or an extension thereof, or upon notice for any other reason permitted hereunder, **Licensee** shall promptly, peaceably and quietly leave, surrender and yield to the **City of Elko** the Right-of-Way in good order, condition and repair.

2. **WAIVER:** Waiver by the **City of Elko** of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, condition or covenant or any subsequent breach of the same, or any other term, condition or covenant herein contained.

3. **NOTICE:** Any and all notices or demands by or from the **City of Elko** to **Licensee**, or from the **Licensee** to the **City of Elko** shall be in writing. They shall be served either personally or by certified mail, return receipt requested. If served by certified mail, return receipt requested, the service shall be conclusively deemed made forty-eight (48) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice or demand is to be given and the issuance of a receipt thereof. Any notice or demand to the **City of Elko** may be given to the City of Elko at 1751 College Avenue, Elko, Nevada 89801, or at such other place or places as shall be designated by the **City of Elko** from time to time. Any notice or demand to **Licensee** shall be given to: 346 Silver St, LLC, 346 Silver Street, Elko, Nevada 89801.

4. **IMPROVEMENTS, REPAIRS, MAINTENANCE AND USE OF THE PROPERTY:**

(a) **Licensee** shall have the license to enter upon and occupy the Right-of-Way to construct railing and a roof structure, at its own expense, according to the approved site plan attached hereto as Exhibit B and C, *provided*, **Licensee** must receive the prior consent of the **City of Elko** before entering upon the Right-of-Way for the aforementioned purposes and must thereafter act in accordance with its directions.

(b) **Licensee** shall be responsible for maintaining the outdoor dining area and related improvements in a clean and orderly manner at all times.

(c) **Licensee** shall secure any permits required in connection with the activities authorized hereunder, to include an outdoor dining permit, and shall comply with all applicable federal, state and local laws, ordinances, resolutions or regulations.

(d) The failure of the **Licensee** to comply with any directions given by the **City of Elko** in relation to the use or occupancy of the Right-of-Way, or the failure of the **Licensee** to comply with all federal, state and local laws, ordinances, resolutions or regulations which apply to the Right-of-Way, or the **Licensee's** failure to comply with this License Agreement, shall be grounds for termination of this License Agreement by the **City of Elko**. Any improvements which have been installed by the **Licensee** in the Right-of-Way shall be promptly removed by **Licensee**, at its own expense and in a workmanlike manner, upon request by the **City of Elko** following revocation or termination hereof.

5. **RIGHT OF ENTRY:** The **City of Elko** specifically reserves the right of entry upon the Right-of-Way by any authorized officer, engineer, employee, agent or contractor of the **City of Elko** at any time and for any and all purposes.

6. **INDEMNIFICATION:** Notwithstanding any other provision contained herein, **Licensee** hereby agrees to hold harmless, indemnify and defend the **City of Elko**, including, without limitation, the **City of Elko's** agents, employees and contractors, against any and all claims, demands, actions, suits, liability, cost and expense, including defense expenses, (to include, without limitation, suits for damages and injuries to persons or property) arising out of **Licensee's** acts or omissions in connection with the activities contemplated by this License Agreement.

7. **TERMINATION:** The **City of Elko** reserves the right to terminate the license hereby given at any time upon reasonable notice, which shall not be required to exceed thirty (30) days.

8. **GENERAL COVENANTS:**

(a) This License Agreement shall constitute the entire contract between the parties hereto concerning the subject matter hereof; *provided*, the requirements of any other licenses and permits issued by the **City of Elko**, to include an outdoor dining permit, shall be in addition to and not in lieu of any of the obligations contained in this License Agreement.

(b) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns, as the case may be, of the respective parties, *provided*, under no circumstances shall **Licensee** assign its rights or obligations hereunder without the prior written consent of the **City of Elko**.

(c) As used herein, the terms the **City of Elko** and **Licensee** shall include the plural as well as the singular, and the feminine as well as the masculine and the neuter.

(d) The provisions of this license may only be altered, changed or amended by mutual written consent of the parties hereto, in accordance with the provisions and procedures herein contained.

(e) Any claim made by **Licensee** arising out of any act or omission by any officer, agent or employee of the **City of Elko** in the execution or performance of this License Agreement will be made against **City of Elko** and not against the officer, agent or employee.

(f) **Licensee** shall require each contractor or subcontractor retained to perform work in the Right-of-Way to agree in its individual contract with **Licensee** not to make any claim against the **City of Elko**, its agents or employees by reason of that contract.

(g) Nothing in this License Agreement shall be construed to give any person, other than the **City of Elko** and **Licensee**, any legal or equitable right, remedy or claim under this Agreement, but it shall be held to be for the sole and exclusive benefit of City and **Licensee**.

(h) This License Agreement shall be governed by the laws of the State of Nevada and jurisdiction and venue for any legal action shall be the Fourth Judicial District Court in and for Elko County, Nevada.

(i) In the event of any litigation between the parties hereto arising out of this License Agreement, or if one party seeks to judicially enforce the terms of this License Agreement, the prevailing party shall be entitled to an award of all reasonable fees and costs, including, but not limited to, reasonable attorney's fees.

(j) **Licensee** may not assign any of its rights or obligations under this License Agreement.

(k) This License Agreement shall be binding not only upon the parties hereto but also upon their respective heirs, personal representatives, assigns (subject to the limitation on assignment) and other successors in interest.

(l) In the event that any date specified in this License Agreements falls on a 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.

(m) Time is of the essence.

IN WITNESS WHEREOF, the parties hereto have executed this license the day and year first above written.

346 SILVER ST, LLC:

CITY OF ELKO:

By: _____

By: _____
REECE KEENER, Mayor

Title: _____

ATTEST:

KELLY WOOLDRIDGE, City Clerk

EXHIBIT A
AREA FOR REVOCABLE PERMIT TO OCCUPY CITY OF ELKO PROPERTY
FOR SILVER ST, LLC
September 15, 2021

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 4th Street more particularly described as follows:

Commencing at the most Northerly Corner of Lot 1 of Block U, Town now City of Elko, Nevada, on file in the Office of the Elko County Recorder, Elko, Nevada, thence S 48° 01' 24" E, 12.50 feet along the Northeasterly Line of said Lot 1, Block U, to a point, thence N 41° 58' 36" E, 0.50 feet to the Southwesterly Right of Way of 4th Street as described in the Resolution and Order vacating a portion of the 4th Street Right of Way on file in the Office of the Elko County Recorder, Elko, Nevada, as Document No. 405235, being Corner No. 1, the True Point of Beginning;

Thence continuing N 41° 58' 36" E, 9.00 feet to Corner No. 2;

Thence S 48° 01' 24" E, 73.00 feet to Corner No. 3;

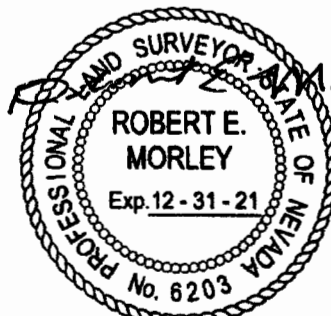
Thence S 41° 58' 36" W, 9.00 feet to Corner No. 4, a point being on the said Southwesterly Right of Way of vacated 4th Street;

Thence N 48° 01' 24" W, 73.00 feet along the said Southwesterly Right of Way of vacated 4th Street to Corner No. 1, the point of beginning, containing 657 square feet, more or less.

Reference is hereby made to Exhibit B, Map of Area for Revocable Permit to Occupy City of Elko Property for Silver St, LLC, attached hereto and made a part hereof.

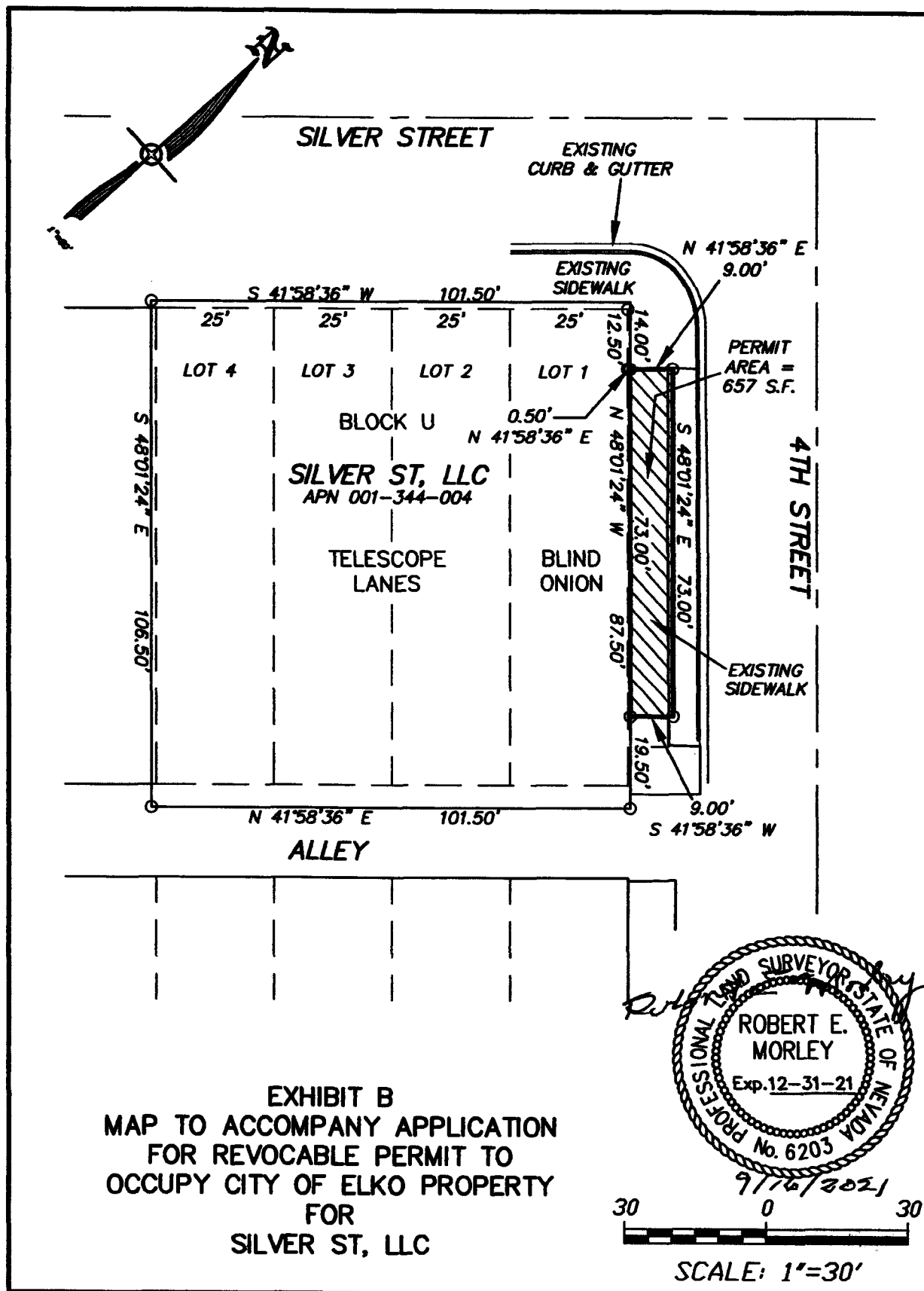
The Basis of Bearing for the above described parcel is the Record of Survey for the City of Elko Railroad Relocation Project on file in the office of the Elko County Recorder, Elko, Nevada, as File No. 237417.

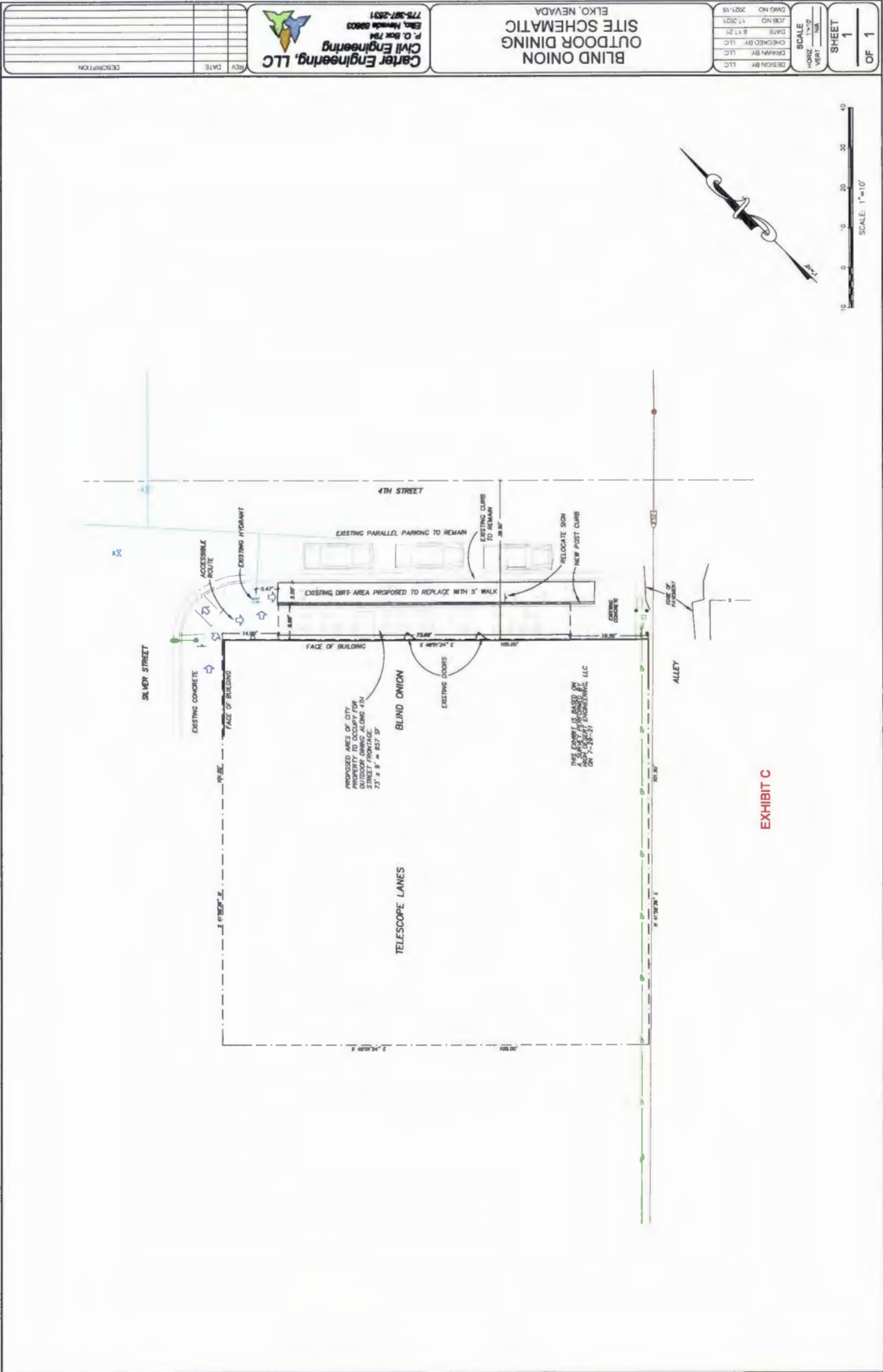
Prepared by Robert E. Morley
High Desert Engineering



640 Idaho Street
Elko, Nevada 89801

9/14/2021







CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

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

APPLICATION FOR REVOCABLE PERMIT TO OCCUPY CITY OF ELKO PROPERTY

APPLICANT(s): 346 Silver St, LLC C/O Telescope Lanes, Jon and Audrey Karr
MAILING ADDRESS: 346 Silver Street, Elko Nevada 89801
PHONE NO (Home): 775-934-8607 **(Business):**
NAME OF PROPERTY OWNER (If different): Same as above
(Property owner's consent in writing must be provided.)
MAILING ADDRESS: Same as above
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):
ASSESSOR'S PARCEL NO.: 001-344-004
Address: 346 Silver Street, Elko Nevada 89801
APPLICANT'S REPRESENTATIVE OR ENGINEER: Lana L Carter, P.E., Carter Engineering LLC

FILING REQUIREMENTS:

Complete Application Form: In order to begin processing the application, an application form must be complete and signed.

Fee: A \$400.00 non-refundable filing fee.

Legal Description: A certified metes and bounds legal description of the boundary of the area to be used by the applicant must be provided.

Plot Plan: A plot plan provided by a properly licensed surveyor drawn to scale showing the proposed boundary lines, proposed structures, signs, landscaping, etc.

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 the request.

RECEIVED

SEP 17 2021

Describe the proposed use of the property: The property will be used for outdoor dining for the Blind Onion. A cover will be constructed over the outdoor dining. Because of the cover a permit to occupy City of Elko property is being requested instead of an outdoor dining permit. Since the outdoor dining will occupy the existing sidewalk along 4th Street a new 5' sidewalk is proposed at the back of the existing curb as shown on the attached schematic. If granted the permit to occupy City of Elko property, a full set of construction drawings for both the site improvements, which may also include railing around the outdoor dining, and the cover structure will be submitted to the City of Elko for review and permitting.

(Dimensions) 9 feet X 73 feet (Attach Plot Plan)

(Use additional pages if necessary to address the question)

This area intentionally left blank,

THE APPLICANT HEREBY AGREES TO COMPLY WITH THE FOLLOWING:

1. That if this permit is granted, the applicant agrees that the property involved shall be subject to any utility easements affecting said area, including all existing utility mains, pipelines, laterals, sewer lines, water lines, gas lines, telephone lines, cables, television cables, electrical lines and wires, gas wires, drains and other pipes, wires and cables, and lines now located on, over, under or within said property area, strip or any portion thereof.
2. That if this permit is granted, the applicant hereby agrees that their use of said area shall be only for landscaping, driveways, fences, carports, signs, and any other such similar uses involving non-permanent structures.
3. That the applicant understands and agrees that said permit, if granted, is revocable by the City of Elko, should the City of Elko determine said right-of-way is needed for public use. Revocation of the permit to occupy the right-of-way shall be 30 days from the date of certified mailing to the permit holder, notifying permittee of the City's intent to revoke.
4. That the applicant hereby agrees that the removal and/or relocation of the permittee's improvements, desired to be retained and salvaged by the permittee, shall be the responsibility of the permittee and at the permittee's expense. Any improvements remaining after the 30 day notification period shall be removed by the City of Elko to accomplish the City's plan for public use of said area.
5. That the applicant further agrees to comply with all applicable codes and ordinances pertaining to the applicant's use of said right-of-way.

Applicant / Agent 346 Silver Street, LLC
(Please print or type)

Mailing Address 346 Silver Street
Street Address or P.O. Box
Elko, Nevada 89801
City, State, Zip Code

Phone Number: 775-934-8607

Email address: telescopelanes@frontiernet.net

SIGNATURE: 

FOR OFFICE USE ONLY

File No.: 3-21 **Date Filed:** 9/17/21 **Fee Paid:** \$400.00 **CL#** 1852

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Deed of Dedication for a Public Utility Easement, on City owned property, APN 001-01R-002, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 28, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **Anthem Broadband has requested this utility easement be dedicated for public use. Anthem Broadband intends to install a microduct conduit for their own use, and would also install a spare conduit, dedicated to the City, for our own future use, or use by others with City approval. The proposed easement crosses the Humboldt River, on City owned property, just west of the 5th Street bridge.**
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: **The Deed of Dedication and associated exhibits.**
9. Recommended Motion: **Move to approve the Deed of Dedication for a Public Utility Easement, on City owned property, APN 001-01R-002**
10. Prepared by: **Bob Thibault, Civil Engineer**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: *(Please list the name, email address, fax number or mailing address for anyone needing to receive a copy of this agenda)*

APN 001-01R-002

When Recorded, Mail To:

City of Elko
1751 College Avenue
Elko, Nevada 89801

DEED OF DEDICATION
(PUBLIC UTILITIES EASEMENT)

THIS INDENTURE, made and entered into between the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, Grantor, and the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, Grantee.

W I T N E S S E T H:

That the Grantor, for valuable consideration, the receipt of which is hereby acknowledged, does hereby dedicate to the Grantee a permanent non-exclusive public utilities easement over, across, upon, under and through that portion of the Grantor's property situate within the City of Elko, County of Elko, State of Nevada, set forth in the descriptions attached hereto at **Exhibits A (Humboldt River Channel Utility Easement) and Exhibit B (Map of Humboldt River Channel Utility Easement for the City of Elko, Nevada, Section 15, Township 34 North, Range 55 East, City of Elko, State of Nevada)**, the easement hereby dedicated for public utilities, such dedication to include, without limitation, the right of the Grantee to perform all associated maintenance thereon.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be executed

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this ____ day of _____, 2021.

GRANTOR:

CITY OF ELKO, NEVADA

By: _____
REECE KEENER, MAYOR

STATE OF NEVADA)
) ss.
COUNTY OF ELKO)

On this ____ day of _____, 2021, personally appeared before me,
a Notary Public, REECE KEENER, who acknowledged that he executed the above
instrument.

NOTARY PUBLIC

Mail tax statement (if applicable) to:

City of Elko
1751 College Avenue
Elko, Nevada 89801

EXHIBIT A
CITY OF ELKO
HUMBOLDT RIVER CHANNEL UTILITY EASEMENT

August 18, 2021

An easement for utility purposes located in Assessor's Parcel Number 001-01R-002, Section 15, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Nevada, being 10.00 feet in width, lying 5.00 feet on each side of the following described centerline:

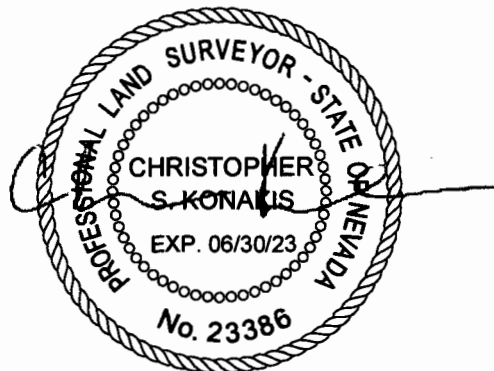
COMMENCING at the northern most corner of Assessor's Parcel Number 001-01R-004, thence North $41^{\circ}57'34''$ East, a distance of 69.98 feet to Corner No. 1, a point being on the northerly line of the existing Blanket Public Access, Utility, and Drainage Easement granted per Document No. 775400 and also lying within that parcel of land conveyed to the City of Elko, Nevada by deed recorded in the office of the Elko County Recorder, Elko, Nevada in Book 561, Page 499, Elko County Official Records, the **TRUE POINT OF BEGINNING**;

Thence North $52^{\circ}15'24''$ West, a distance of 188.23 feet to Corner No. 2;

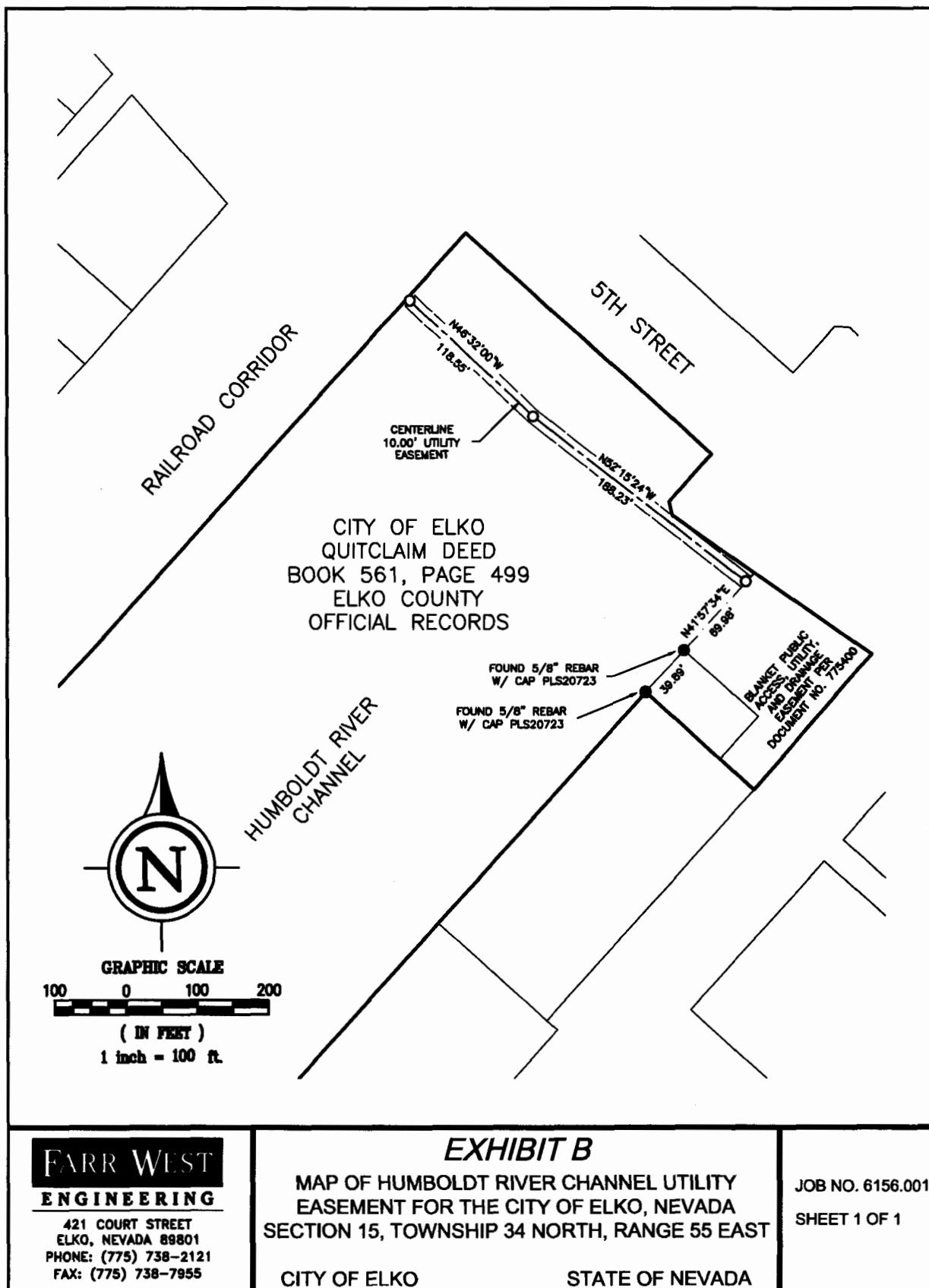
Thence North $46^{\circ}32'00''$ West, a distance of 118.55 feet to Corner No. 3, a point being on the southeasterly line of the Union Pacific Railroad Corridor and also being on the line of said parcel of land conveyed to the City of Elko, Nevada, the **POINT OF ENDING**.

The sidelines of the above described easement are to be shortened or lengthened so as to begin on the northerly line of the existing Blanket Public Access, Utility, and Drainage Easement and to terminate on the southeasterly line of the Union Pacific Railroad Corridor.

Reference is hereby made to Exhibit B, Map of Humboldt River Channel Utility Easement for the City of Elko, Nevada, attached hereto and made a part hereof.



8/18/2021



FARR WEST
ENGINEERING

421 COURT STREET
ELKO, NEVADA 89801
PHONE: (775) 738-2121
FAX: (775) 738-7955

EXHIBIT B

MAP OF HUMBOLDT RIVER CHANNEL UTILITY
EASEMENT FOR THE CITY OF ELKO, NEVADA
SECTION 15, TOWNSHIP 34 NORTH, RANGE 55 EAST

CITY OF ELKO

STATE OF NEVADA

JOB NO. 6156.001

SHEET 1 OF 1

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Deed of Dedication for a Public Utility Easement, on City owned property, APN 001-660-003, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 28, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **Anthem Broadband has requested this utility easement be dedicated for public use. Anthem Broadband intends to install a pull box behind the sidewalk, just outside of the Right-of-Way of Dotta Drive, within the Angel Park property. BT**
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: **The Deed of Dedication and associated exhibits.**
9. Recommended Motion: **Move to approve the Deed of Dedication for a Public Utility Easement, on City owned property, APN 001-660-003.**
10. Prepared by: **Bob Thibault, Civil Engineer**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

APN 001-660-003

When Recorded, Mail To:

City of Elko
1751 College Avenue
Elko, Nevada 89801

DEED OF DEDICATION
(PUBLIC UTILITIES EASEMENT)

THIS INDENTURE, made and entered into between the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, Grantor, and the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, Grantee.

W I T N E S S E T H:

That the Grantor, for valuable consideration, the receipt of which is hereby acknowledged, does hereby dedicate to the Grantee a permanent non-exclusive public utilities easement over, across, upon, under and through that portion of the Grantor's property situate within the City of Elko, County of Elko, State of Nevada, set forth in the descriptions attached hereto at **Exhibits A (Angel Park Utility Easement) and Exhibit B (Map of Angel Park Utility Easement for the City of Elko, Nevada, Section 16, Township 34 North, Range 55 East, City of Elko, State of Nevada)**, the easement hereby dedicated for public utilities, such dedication to include, without limitation, the right of the Grantee to perform all associated maintenance thereon.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be executed

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this ____ day of _____, 2021.

GRANTOR:

CITY OF ELKO, NEVADA

By: _____
REECE KEENER, MAYOR

STATE OF NEVADA)
) ss.
COUNTY OF ELKO)

On this ____ day of _____, 2021, personally appeared before me,
a Notary Public, REECE KEENER, who acknowledged that he executed the above
instrument.

NOTARY PUBLIC

Mail tax statement (if applicable) to:

City of Elko
1751 College Avenue
Elko, Nevada 89801

EXHIBIT A
CITY OF ELKO
ANGEL PARK UTILITY EASEMENT

August 18, 2021

An easement for utility purposes located in Assessor's Parcel Number 001-660-003, Section 16, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Nevada, being 10.00 feet in width, lying within the boundary of the following described line:

COMMENCING at the most southeasterly corner of Assessor's Parcel Number 001-660-003 being Corner No. 1, a point being on the westerly right of way of Dotta Drive and also being on the northerly line of Assessor's Parcel Number 001-660-052 as depicted on the Record of Survey recorded in the office of the Elko County Recorder, Elko, Nevada as Document No. 479514, the **TRUE POINT OF BEGINNING**;

Thence North 73°30'40" West, a distance of 10.42 feet along the parcel line to Corner No. 2;

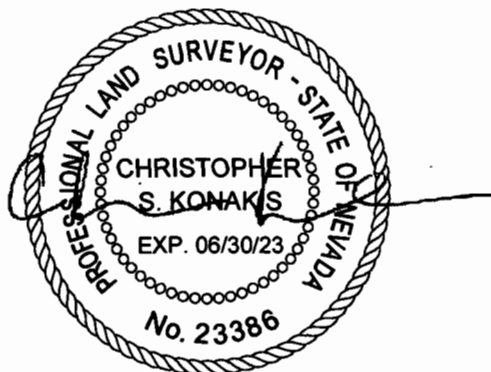
Thence North 00°05'45" East, a distance of 30.00 feet to Corner No. 3;

Thence South 89°54'15" East, a distance of 10.00 feet to Corner No. 4;

Thence South 00°05'45" West, a distance of 32.94 feet along the parcel line to the **POINT OF BEGINNING**.

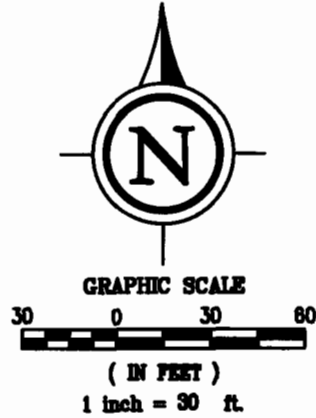
Said easement containing 315 square feet more or less.

Reference is hereby made to Exhibit B, Map of Angel Park Utility Easement for the City of Elko, Nevada, attached hereto and made a part hereof.

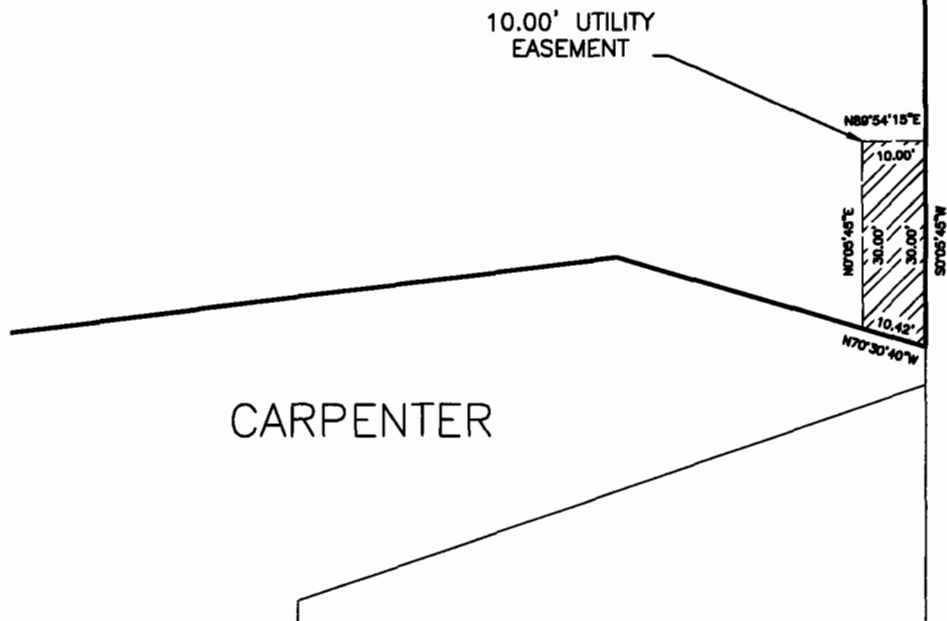


8/18/2021

CITY OF ELKO
QUITCLAIM DEED
BOOK 45, PAGE 508
ELKO COUNTY
OFFICIAL RECORDS



DOTTA DRIVE



FARR WEST
ENGINEERING

421 COURT STREET
ELKO, NEVADA 89801
PHONE: (775) 738-2121
FAX: (775) 738-7955

EXHIBIT B

MAP OF ANGEL PARK UTILITY EASEMENT
FOR THE CITY OF ELKO, NEVADA
SECTION 16, TOWNSHIP 34 NORTH, RANGE 55 EAST

CITY OF ELKO

STATE OF NEVADA

JOB NO. 6156.001
SHEET 1 OF 1

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a termination agreement between the City of Elko and Joe's Hauling LLC for APN 006-09G-008, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 28, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **Elevation Transport contacted Staff regarding entering into a lease with the City of Elko for a parcel referred to as APN 006-09G-008, which is currently leased to Joe's Hauling. Joe's Hauling informed City Staff that it was interested in terminating its lease for this parcel. Joe's Hauling is no longer in business. JF**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Termination agreement, DPOA letter**
9. Recommended Motion: **Motion to approve the termination agreement for APN 006-09G-008**
10. Prepared by: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **City Attorney**
12. Council Action:
13. Agenda Distribution: **Natalie Spicer**
 spicer@hughes.net

Elko Regional Airport

975 Terminal Way

Elko, Nevada, 89801

Attention : Jim Foster,

Airport Manager

May 28, 2021

This letter is to serve as official notice, that I, Natalie Jo Spicer, do have

Complete Durable Power of Attorney for James Senary, who is the sole member of Joe's Hauling LLC. My DPOA has unlimited powers, as provided to you.

I authorize as DPOA, for James Senary President of Joe's Hauling, LLC, the transfer of the two properties leased to Joe's Hauling LLC to be transferred to Elevation Transport.

#96 17927, and #96-17928

Natalie Jo Spicer

DPOA James Joel Senary

Joe's Hauling, LLC

A handwritten signature in black ink, appearing to read 'Natalie Jo Spicer', is written over the printed name and extends upwards into the text area.

AGREEMENT TO TERMINATE NON-EXCLUSIVE LICENSE AGREEMENT
(Airport Land)

THIS AGREEMENT TO TERMINATE NON-EXCLUSIVE LICENSE AGREEMENT (AIRPORT LAND) ("Termination Agreement") is made and entered into this ____ day of _____, 2021 (the "Effective Date") by and between the **CITY OF ELKO, a special charter municipal corporation of the State of Nevada ("City of Elko")**, and **JOE'S HAULING LLC, a Nevada limited-liability company ("Joe's Hauling")**.

R E C I T A L S

WHEREAS, on January 23, 2013, the Parties entered into a Non-Exclusive License Agreement (Airport Land) ("License Agreement") for the property more fully described at **Exhibit A** and shown on the map at **Exhibit B**, identified as APN 006-09G-008 (hereinafter the "Premises").

WHEREAS, the Parties have determined that it is in their mutual interest to terminate the License Agreement pursuant to the terms and conditions of this Termination Agreement;

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Termination Agreement, the parties agree as follows:

1. The License Agreement is terminated as of the Effective Date, and the City of Elko and Joe's Hauling are released from their respective obligations under the License Agreement, subject to the terms and conditions set forth below.
2. Joe's Hauling will remove its personal property from the Premises within five (5) days of the Effective Date.
3. There shall be no refund, proration, offset or deduction of fees paid for the Premises.
4. This Termination Agreement constitutes the entire agreement between the Parties with respect to the Premises and supersedes all prior agreements, offers and negotiations pertaining thereto, and may not be amended except by an agreement in writing signed by the Parties.
5. This Termination Agreement may not be assigned or transferred without the prior written consent of the other Party.
6. This Termination Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, assigns and successors, subject to the restriction on assignment.

7. This Termination Agreement and the provisions hereof shall be construed, given effect and governed by the laws of the State of Nevada and, in the event of a breach of this Termination Agreement by any of the Parties, the other Party shall have all remedies at law or equity provided by the laws of the State of Nevada. Jurisdiction and venue for all actions relating to or arising from this Termination Agreement shall be in Elko, Nevada.

8. The captions and headings of the sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the terms of this Termination Agreement.

9. All terms, conditions, covenants, agreements, representations and warranties contained herein shall survive the termination of the License Agreement.

10. Time is of the essence.

11. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Termination Agreement.

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

13. The Parties agree that this Termination Agreement may be executed by facsimile, electronic or PDF scanned signatures sent by electronic mail, which shall have the same effect as original signatures of the Parties.

14. The Parties hereby unconditionally waive their right to a jury trial of any claim or cause of action based upon or arising out of, directly or indirectly, this Termination Agreement.

15. This Termination Agreement is solely between the Parties who are signatory hereto, and the terms and conditions of this Termination Agreement are not intended to confer rights upon any party or entity not a signatory hereto.

16. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Termination Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Termination Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

17. As used in this Termination Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be considered to include the others whenever the context so indicates.

18. This Termination Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument; but in making proof of this Termination Agreement, it shall not be necessary to produce or account for more than one such counterpart. It is not necessary that each Party hereto execute the same counterpart, so long as identical counterparts are executed by all Parties.

The Parties have executed this Termination Agreement on the Effective Date.

CITY OF ELKO

JOE'S HAULING LLC

By: _____
REECE KEENER, MAYOR

By: _____

ATTEST:

Its: _____

KELLY WOOLDRIDGE, CITY CLERK

EXHIBIT A

Exhibit A
Legal Description

A.P.N. 006-09G-008

A parcel of land in the County of Elko, Nevada, more particularly described as follows:

A Portion of Section 20, Township 34 North, Range 55 East, MDB&M, Elko County, Nevada

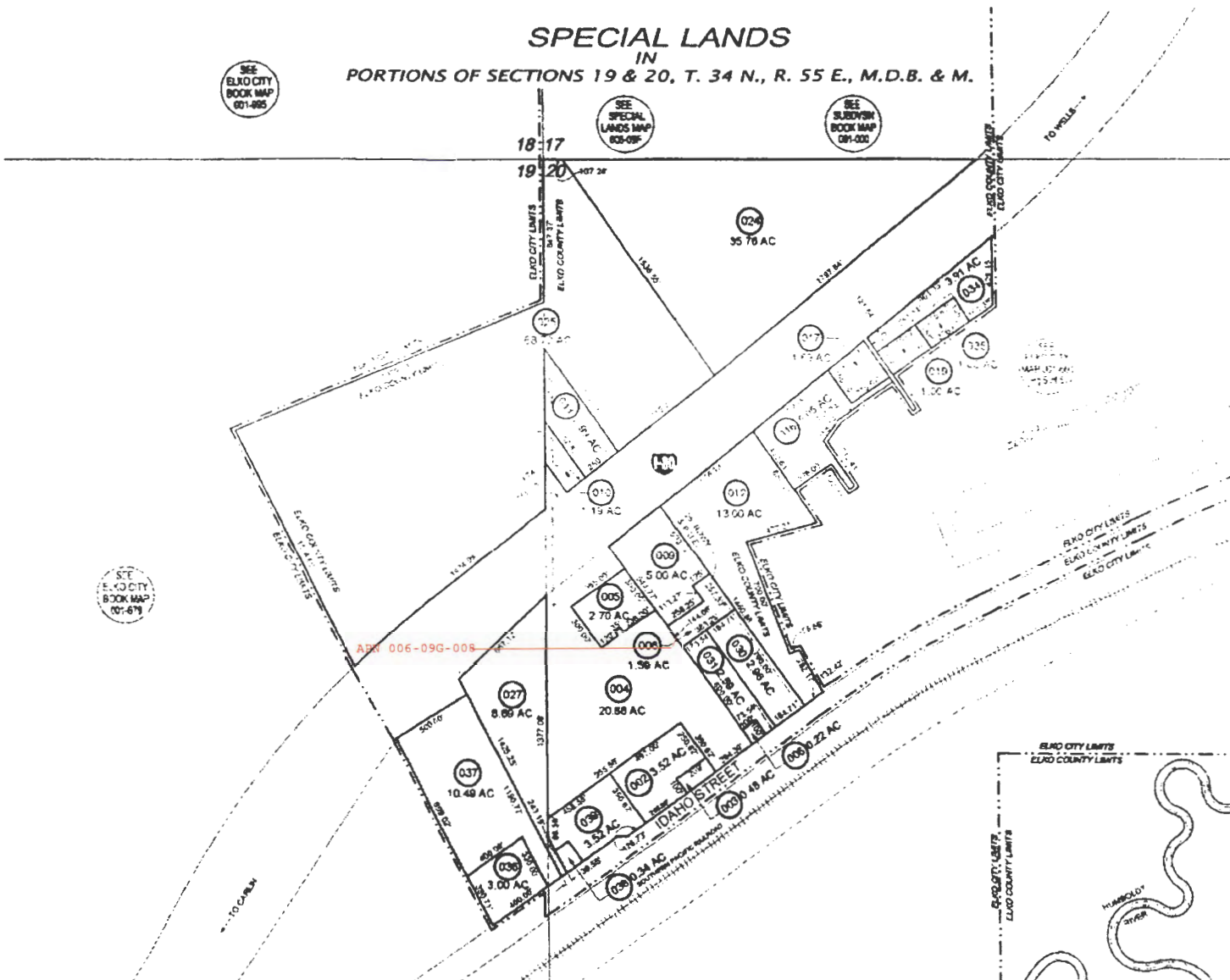
TOGETHER WITH all and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents issues and profits thereof, or of any part thereof.

EXHIBIT B

SPECIAL LANDS

IN
PORTIONS OF SECTIONS 19 & 20, T. 34 N., R. 55 E., M.D.B. & M.

006-09G



SCALE 1"=50'

ELKO COUNTY, NEVADA

FOR ASSESSMENT USE ONLY

This map does NOT represent a survey. It is compiled from official records, including surveys and deeds. Recorded documents should be used for detailed legal information. Unless approved by Elko County Assessor, other uses are forbidden.

Revised 02/2005 EAM

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval for White Cloud Communications Incorporated (White Cloud) to occupy approximately 4,625 feet of City owned conduit as shown on its plans for the Cedar Street Project, generally extending from D Street to 9th Street, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 28, 2021**
3. Agenda Category: **PETITION**
4. Time Required: **10 Minutes**
5. Background Information: **White Cloud Communications Incorporated (White Cloud) is requesting to use City owned conduit along Cedar Street, generally extending from D Street to 9th Street. White Cloud is proposing the installation of a 144 pair fiber cable in the conduit. Use of this conduit would be nonexclusive. BT**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Administrative approval of the Cedar Street Plans dated August 25, 2021, The letter from White Cloud, dated September 17, 2021, requesting the use of the City owned conduit.**
9. Recommended Motion: **Move to approve White Cloud Communications Incorporated (White Cloud) to occupy approximately 4,625 feet of City owned conduit as shown on its plans for the Cedar Street Project, along Cedar Street, generally extending from D Street to 9th Street. The occupancy of the conduit does not prohibit an override by other providers or the City, which do not interfere with White Cloud's operations.**
10. Prepared by: **Bob Thibault, Civil Engineer**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **David Skinner**
 dskinner@whitecloudcom.com



WHITE CLOUD

September 17, 2021

Mr. Scott Wilkinson
Assistant City Manager
1401 College Avenue
Elko, Nevada 89801

Dear Mr. Wilkinson,

Per your email on August 31, 2021 to Dave Skinner, White Cloud Networks Nevada (WCNN) and Aaron Martinez, A&M Engineering.

This letter is a formal request from WCNN to utilize and occupy the unused Elko City conduit per the Elko City franchise agreement with WCNN. The conduit will be used to install a 144 pair fiber cable which allows WCNN to deliver bandwidth to businesses and other customers in the Elko Community.

During Cedar Street phase project, WCNN is proposing to utilize 4,625 feet of Elko City conduit and install 150 feet of new 1.5" conduit, along with several new pull boxes. Any placement of new conduit over 100' by WCNN will allow Elko City the opportunity to install their own conduit using WCNN Contractor and paying for time and materials needed to place Elko City conduit. WCNN expects to occupy roughly 4,625 feet of the existing unused Elko City 2" conduit with the Cedar Street phase. WCNN understands the franchise agreement is not exclusive, and that Elko City may grant approval for other Communication entities to pull in additional fiber cable over the top of the WCNN fiber.

WCNN is requesting that if this were to occur, that the city would coordinate with WCNN to ensure that no damage or degradation occurs to the existing fiber and splices. WCNN is willing to enter into discussions with other entities to contract use of WCNN fiber, conduit and pull boxes if it is mutually beneficial to both businesses.

WCNN thanks the City of Elko for the opportunity to work on this communications project. WCNN would appreciate the acceptance of this purposed project.

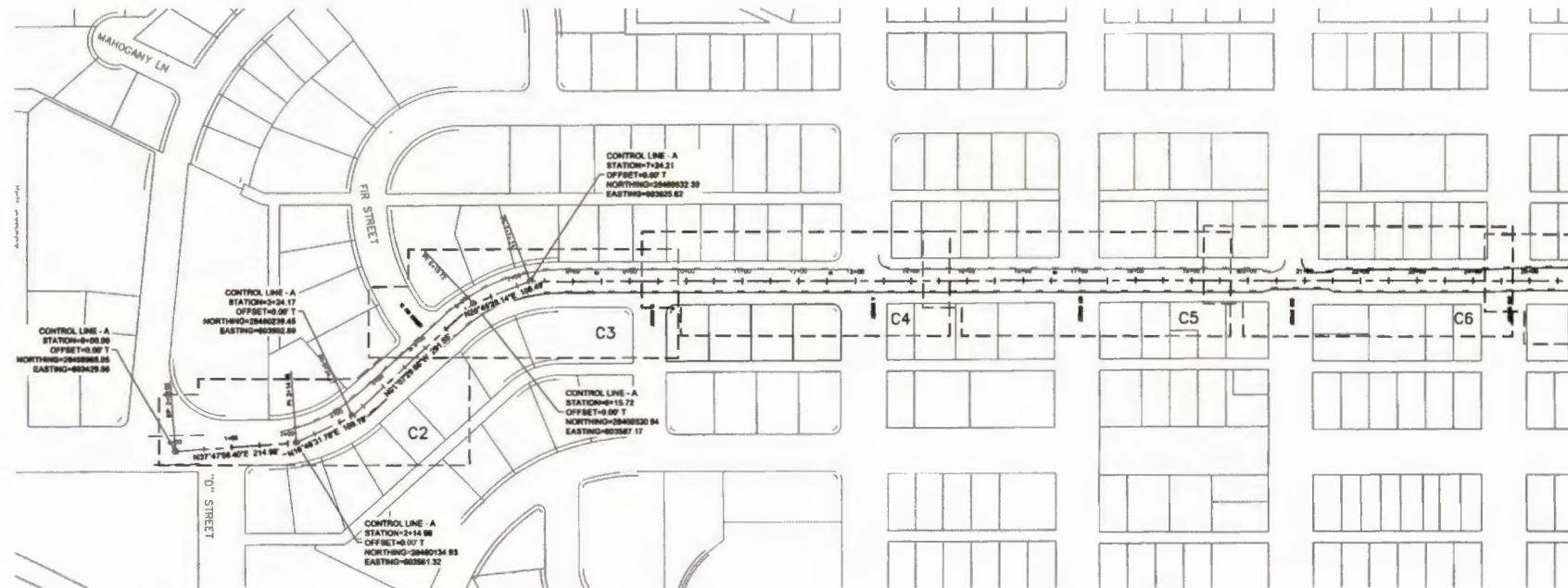
Best Regards,

Joseph W. Shelton

White Cloud Networks Nevada CEO

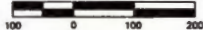
663 Main Ave E, Twin Falls, Idaho (208) 733-5470
844 Milligan, Idaho Falls, Idaho (208) 932-9296
4732 Fenton St, Garden City, Idaho (208) 362-8700
712 Albion, Burley, Idaho (208) 678-8991
www.whitecloudcom.com

C1	DATE: _____ DRAWN BY: _____ DESIGNED BY: _____ CHECKED BY: _____ JOB NO.: _____	REV. DATE DESCRIPTION BY Δ 5/18/21 REVISIONS ON CT, CR, CB & D1 EDS	WHITE CLOUD			 PROFESSIONAL ENGINEER MATTHEW J. SMITH STATE OF NEVADA NO. 33821 EXPIRATION DATE 12/31/24	 ENGINEERING 742 D STREET BLVD. NEVADA, 89501 TEL: (702) 736-3113 FAX: (702) 736 - 4111 WWW.AMENGINEERING.PRO <ul style="list-style-type: none"> • ENGINEERING DESIGN & ANALYSIS • CONSTRUCTION MANAGEMENT • QA / QC INSPECTIONS • CONSTRUCTION SUPERVISING • MATERIALS TESTING
	FIBER OPTIC PROJECT CEDAR STREET TITLE SHEET			BLVD	BLVD COUNTY		



GRAPHIC SCALE

SCALE IN FEET



AM ENGINEERING

ENGINEERING DESIGN & ANALYSIS
CONSTRUCTION MANAGEMENT
CONSTRUCTION SURVEYING
MATERIALS TESTING

740 D STREET
SUITE 1000
LAS VEGAS, NEVADA 89101
TEL: 702.734.1111
FAX: 702.734.1112
WWW.AMENGINEERING.COM

Professional Engineer Seal for Mark E. Martinez, State of Nevada, License No. 71619, Exp. 12-31-21.

**FIBER OPTIC PROJECT
CEDAR STREET
OVERALL SITE PLAN**

WHITE CLOUD
BLVD COUNTY
NEVADA

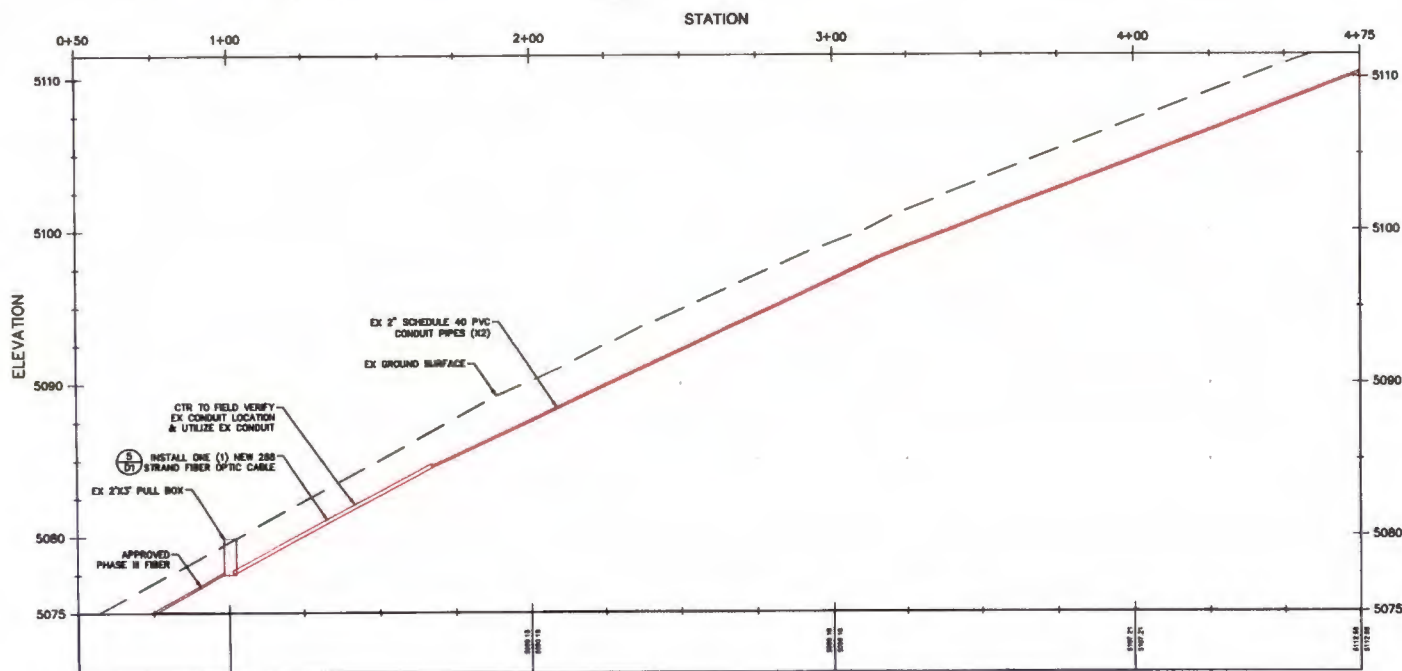
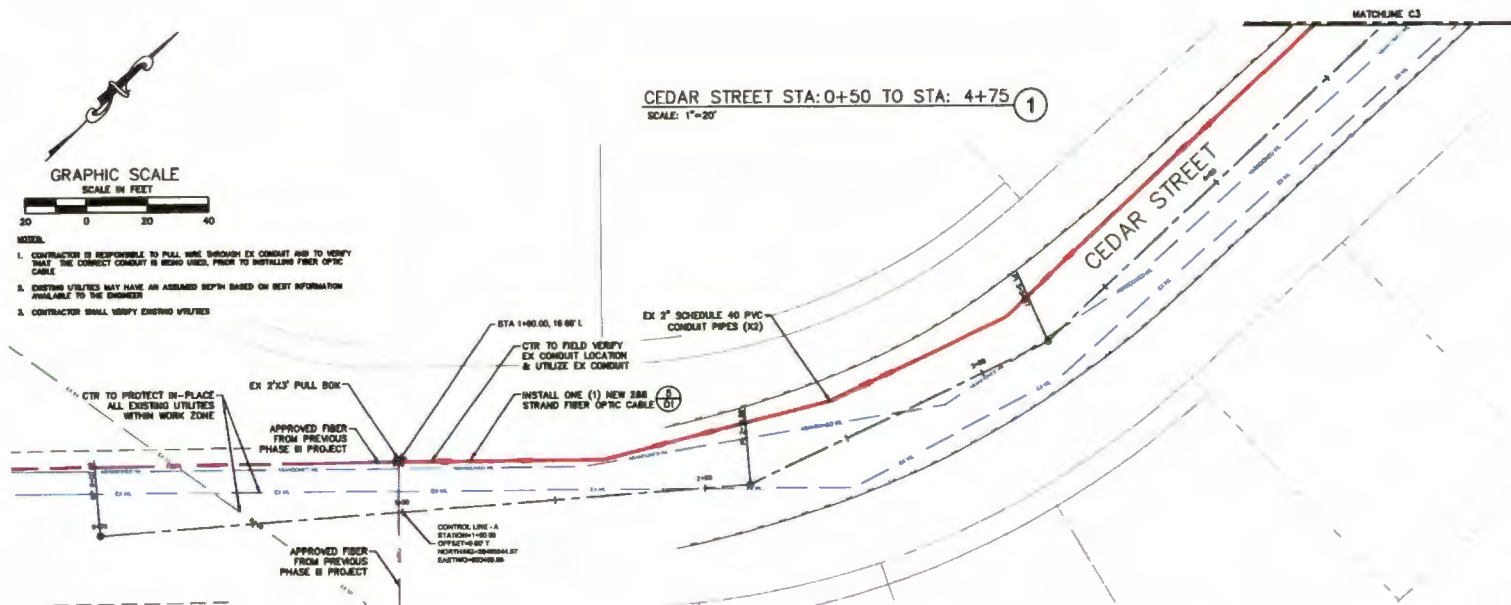
REV.	DATE	DESCRIPTION

C1.1

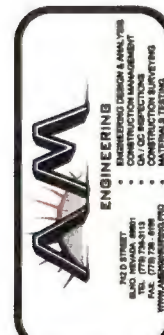
DATE: AUGUST 2021
DRAWN BY: ECD
DESIGNED BY: AMM
CHECKED BY: AMM
JOB NO.: 384.000



- NOTES:
1. CONTRACTOR IS RESPONSIBLE TO PULL WIRE THROUGH EX CONDUIT AND TO VERIFY THAT THE CORRECT CONDUIT IS BEING USED PRIOR TO INSTALLING FIBER OPTIC CABLE.
 2. EXISTING UTILITIES MAY HAVE AN ASSUMED DEPTH BASED ON BEST INFORMATION AVAILABLE TO THE ENGINEER.
 3. CONTRACTOR SHALL VERIFY EXISTING UTILITIES.



C:\Users\james\OneDrive\Documents\Projects\2021\20210801\20210801.dwg



WHITE CLOUD
BLAND COUNTY

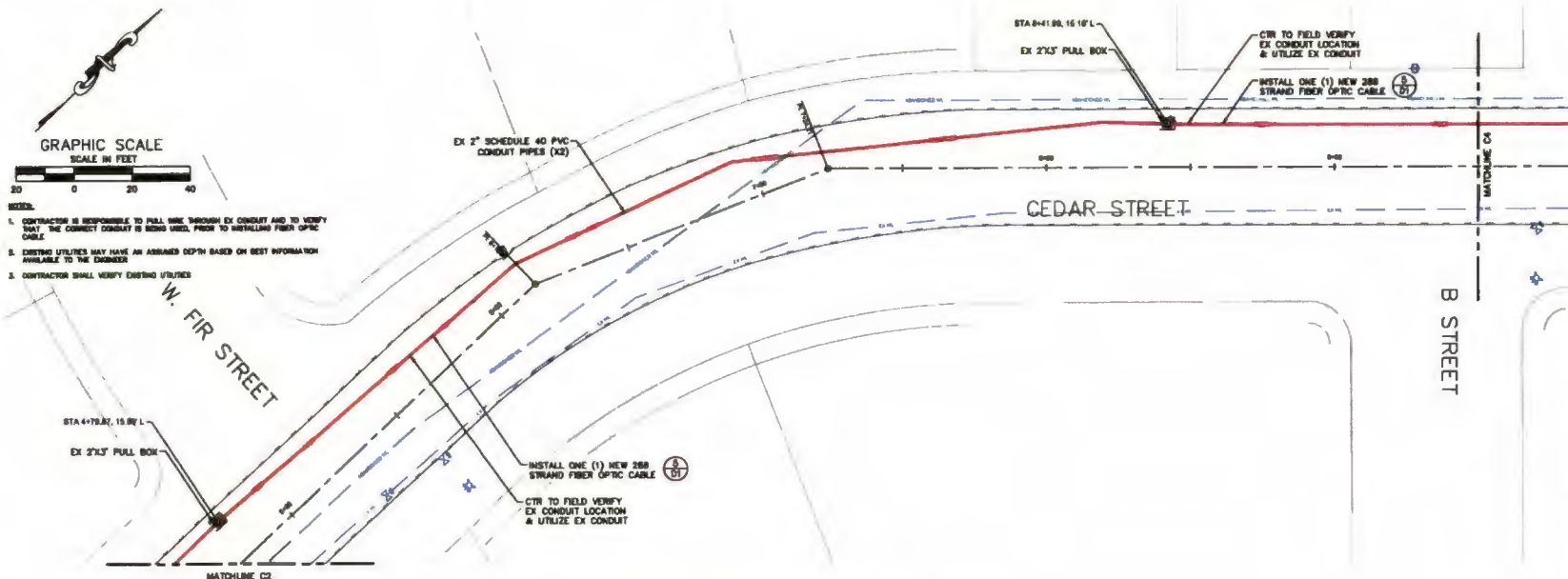
**FIBER OPTIC PROJECT
CEDAR STREET
PLAN & BORE PROFILE**

BLAND

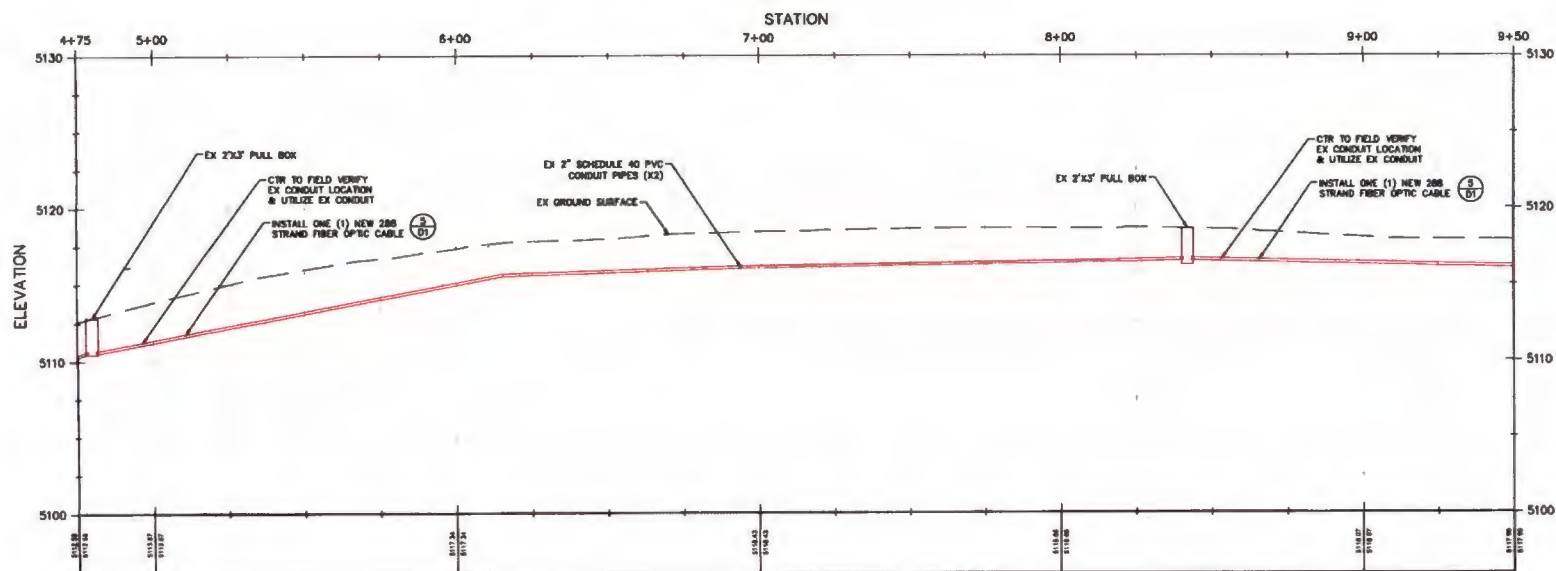
REV	DATE	DESCRIPTION

C2

DATE: AUGUST 2021
 DRAWN BY: ECG
 DESIGNED BY: AMM
 CHECKED BY: AMM
 JOB NO: 204 000



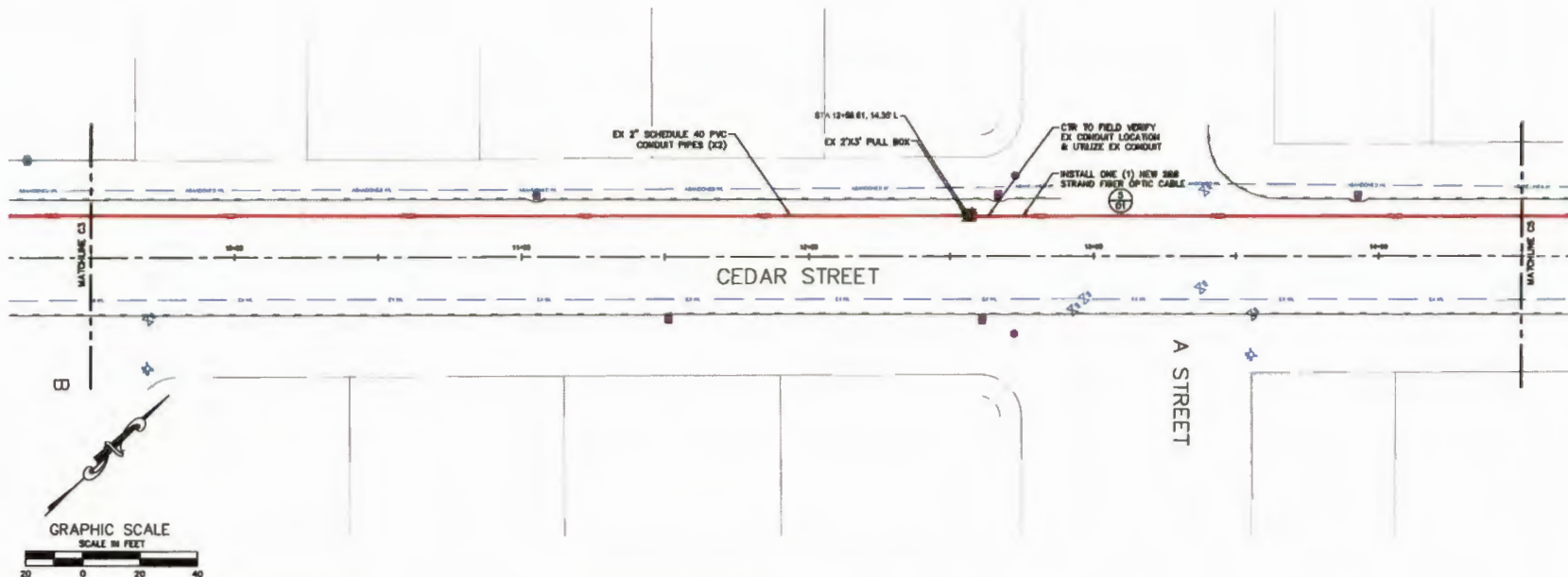
CEDAR STREET STA: 4+75 TO STA: 9+50 ①
SCALE: 1"=80'



WHITE CLOUD
FIBER OPTIC PROJECT
CEDAR STREET
PLAN & BORE PROFILE
BLAD
ELAND COUNTY
NEVADA

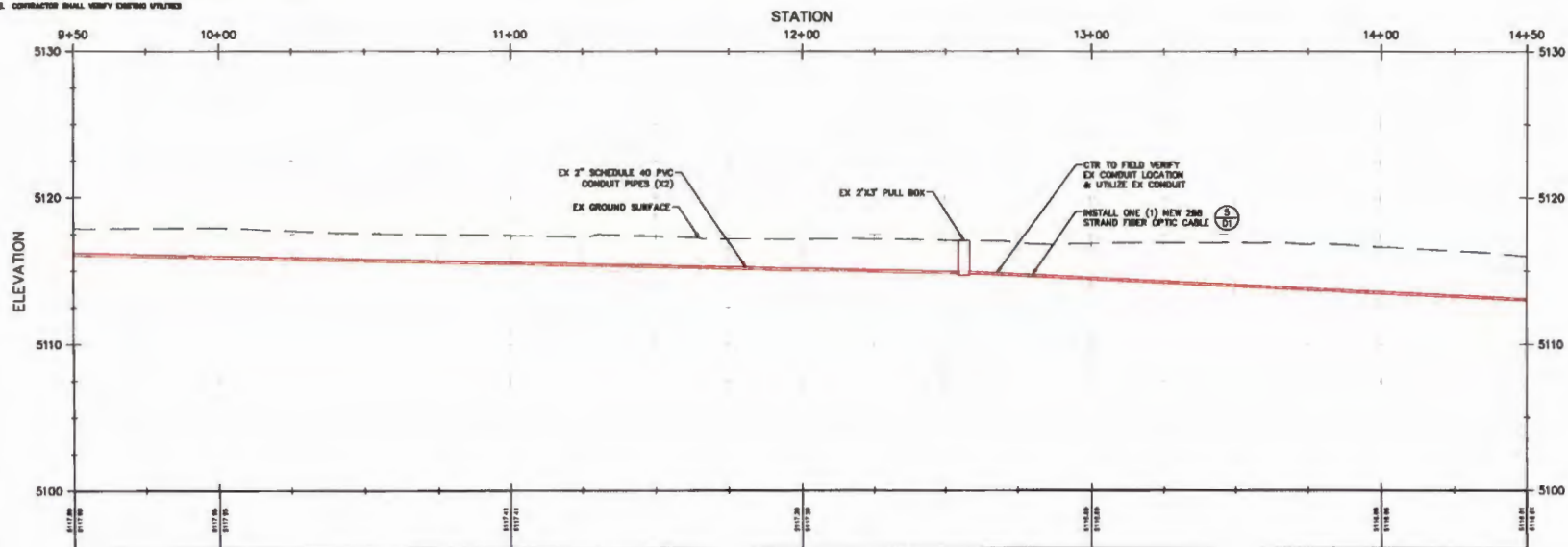
REV	DATE	DESCRIPTION

C3
DATE: AUGUST 2021
DRAWN BY: EOB
DESIGNED BY: ANM
CHECKED BY: ANM
JOB NO: 24.000



- NOTES:**
1. CONTRACTOR IS RESPONSIBLE TO PULL FIBER THROUGH EX CONDUIT AND TO VERIFY THAT THE CORRECT CONDUIT IS BEING USED, PRIOR TO INSTALLING FIBER OPTIC CABLE.
 2. EXISTING UTILITIES MAY HAVE AN ASSIGNED DEPTH BASED ON BEST INFORMATION AVAILABLE TO THE ENGINEER.
 3. CONTRACTOR SHALL VERIFY EXISTING UTILITIES.

CEDAR STREET STA: 9+50 TO STA: 14+50 ①
SCALE: 1"=30'



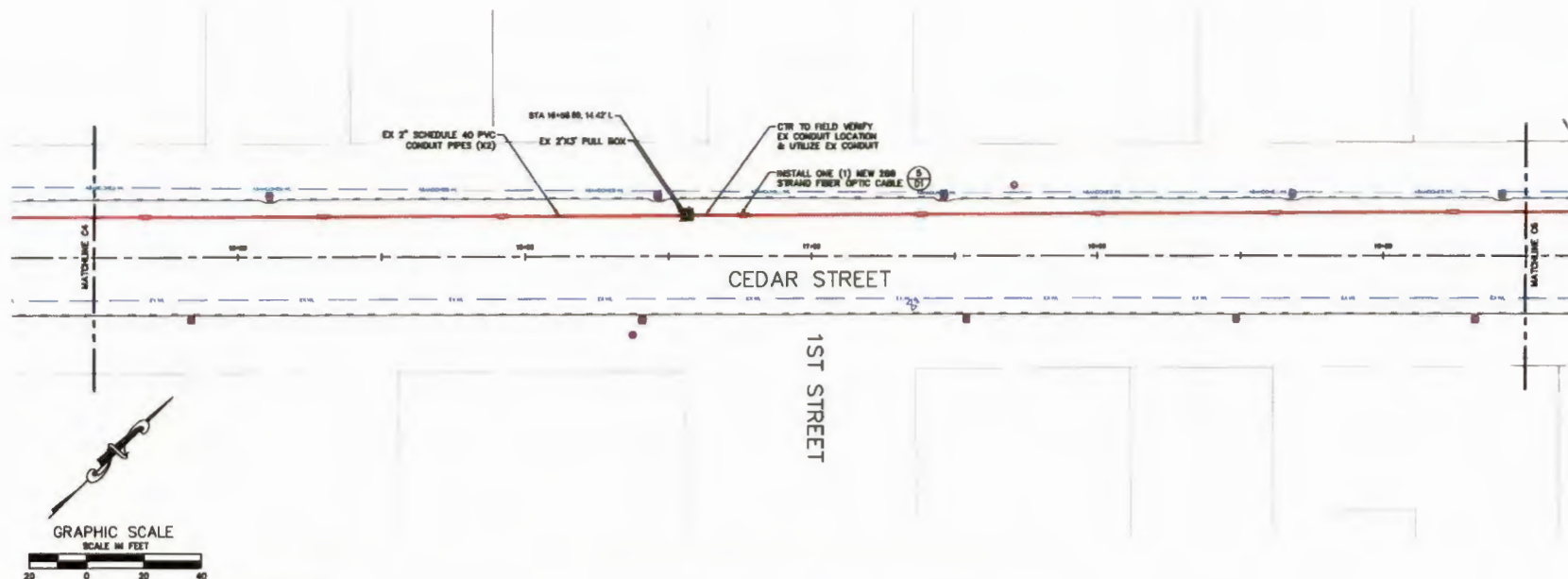
14 AUGUST 2021 - 10:00 AM - Cedar Street Fiber Optic Project - 14 AUGUST 2021 - 10:00 AM - Cedar Street Fiber Optic Project



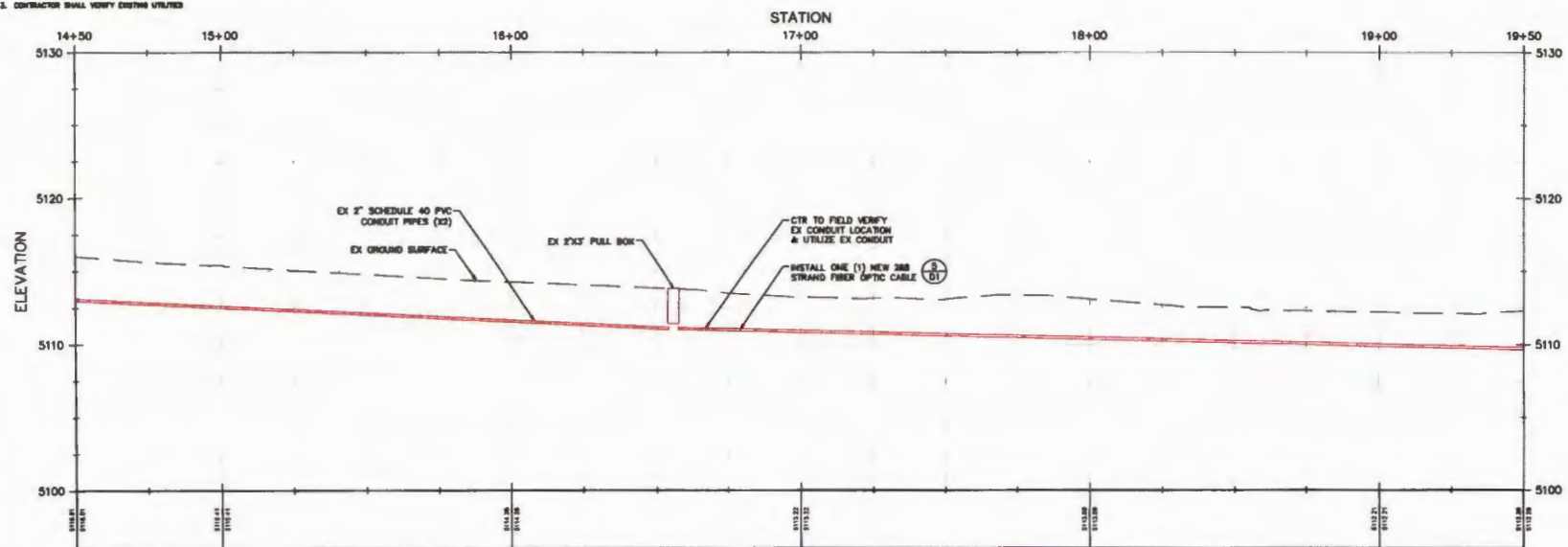
WHITE CLOUD
**FIBER OPTIC PROJECT
CEDAR STREET
PLAN & BORE PROFILE**
BLISS COUNTY
MINN.

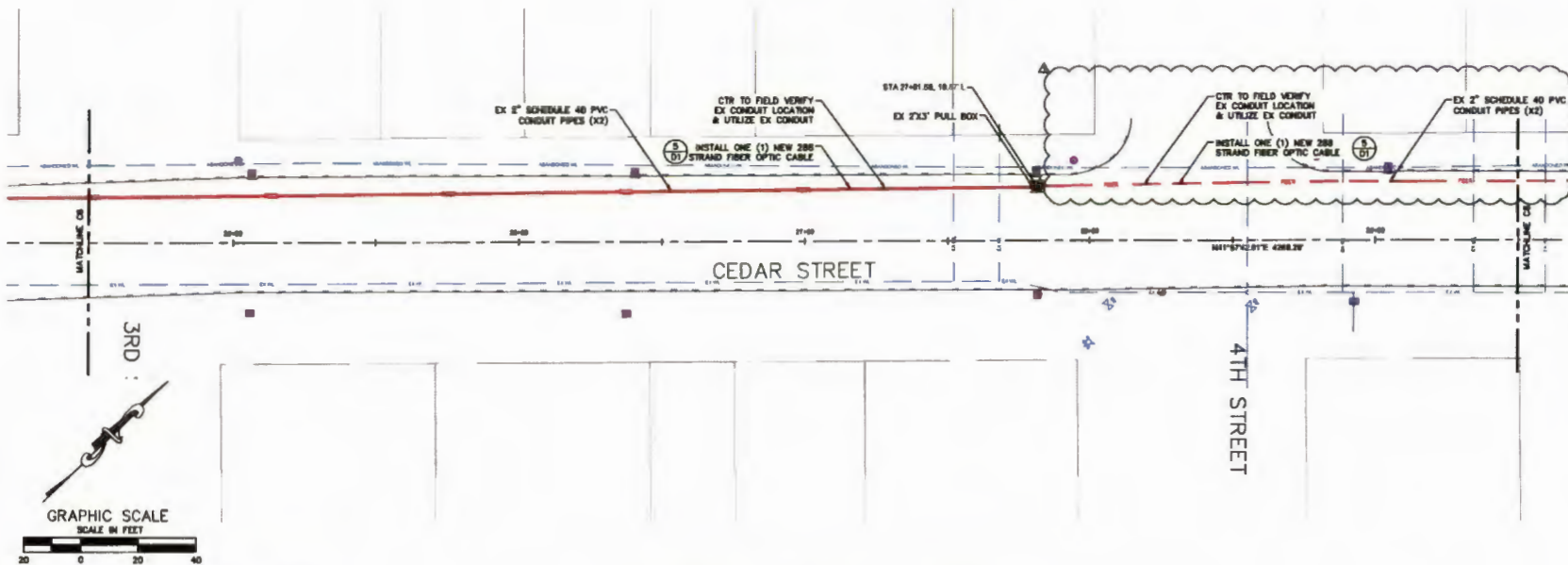
REV	DATE	DESCRIPTION

C4
DATE: AUGUST 2021
DRAWN BY: BCO
DESIGNED BY: AGM
CHECKED BY: AGM
JOB NO.: 204-000



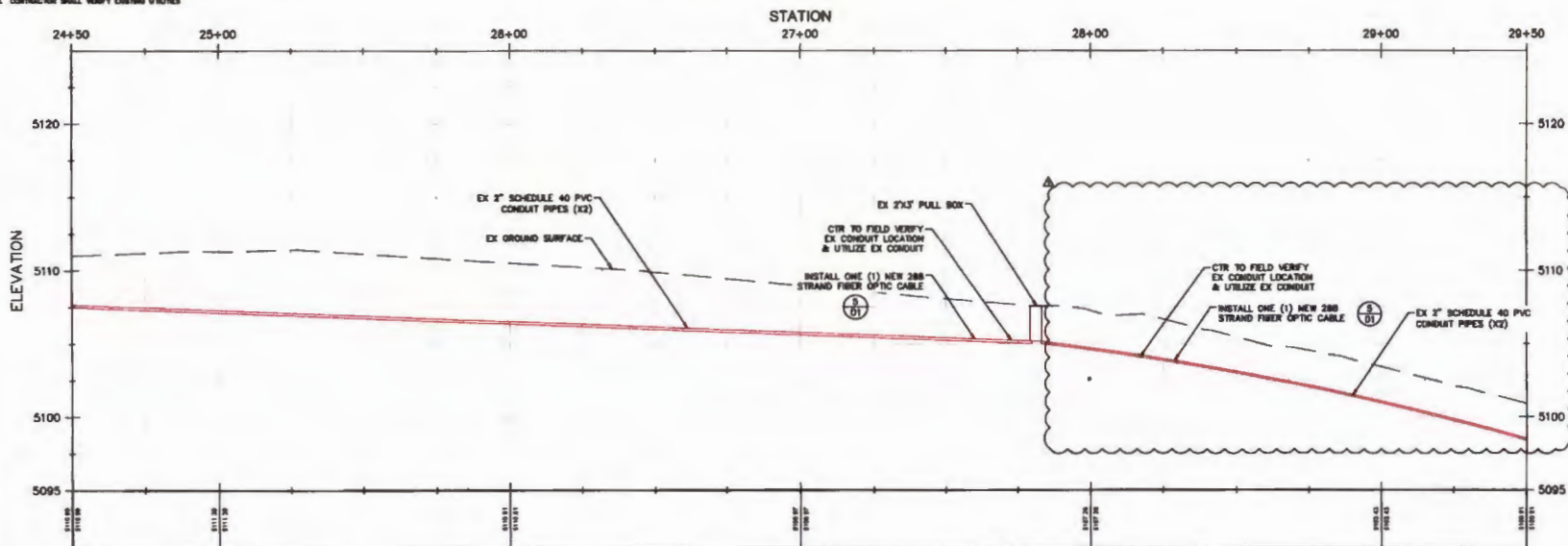
1. CONTRACTOR IS RESPONSIBLE TO PULL WIRE THROUGH EX CONDUIT AND TO VERIFY THAT THE CORRECT CONDUIT IS BEING LAYED, PRIOR TO INSTALLING FIBER OPTIC CABLE.
2. EXISTING UTILITIES MAY HAVE AN ASSIGNED DEPTH BASED ON BEST INFORMATION AVAILABLE TO THE ENGINEER.
3. CONTRACTOR SHALL VERIFY EXISTING UTILITIES.





- NOTES:
- CONTRACTOR IS RESPONSIBLE TO PULL WIRE THROUGH EX CONDUIT AND TO VERIFY THAT THE CORRECT CONDUIT IS BEING USED. PRIOR TO INSTALLING FIBER OPTIC CABLE.
 - EXISTING UTILITIES MAY HAVE AN ASSIGNED DEPTH BASED ON BEST INFORMATION AVAILABLE TO THE ENGINEER.
 - CONTRACTOR SHALL VERIFY EXISTING UTILITIES.

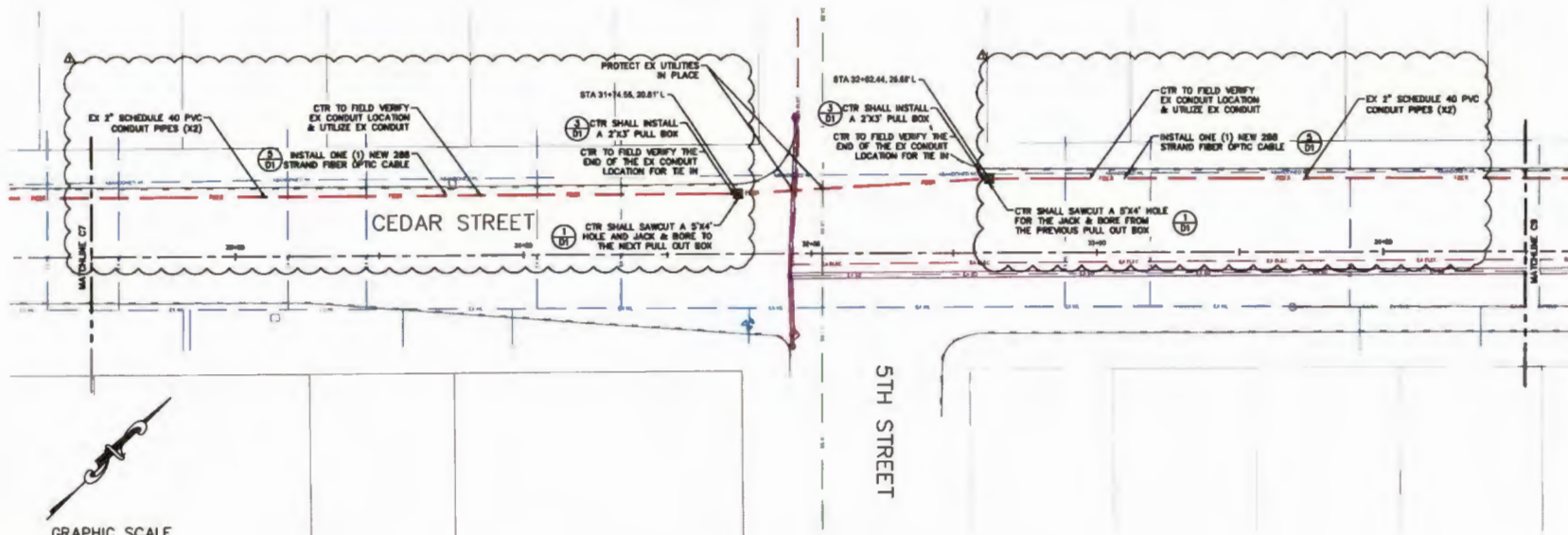
CEDAR STREET STA: 24+50 TO STA: 29+50 ①
SCALE: 1"=20'



WHITE CLOUD
FIBER OPTIC PROJECT
CEDAR STREET
PLAN & BORE PROFILE
ELAND COUNTY
NEW JERSEY
ELAND

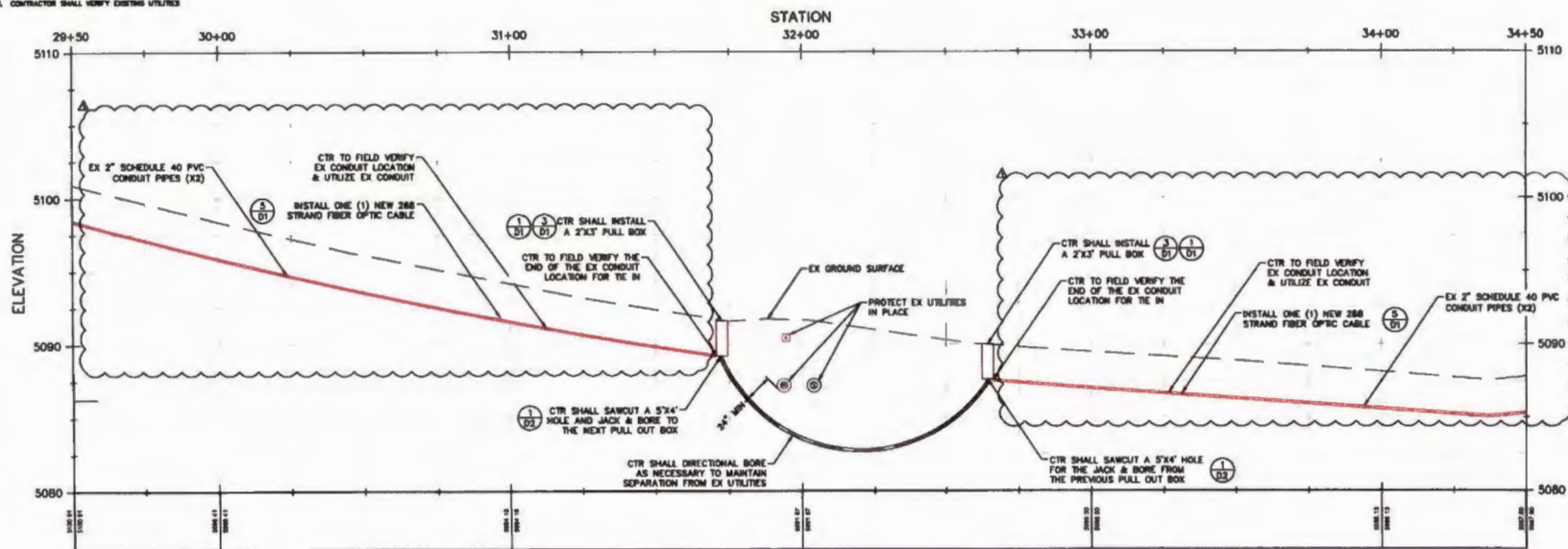
REV	DATE	DESCRIPTION
1	08/01/2001	ISSUED FOR PERMIT
2	08/01/2001	ISSUED FOR CONSTRUCTION
3	08/01/2001	ISSUED FOR AS-BUILT

C7
DATE: AUGUST 2001
DRAWN BY: SCG
DESIGNED BY: ABB
CHECKED BY: ABB
JOB NO.: 284-000



1. CONTRACTOR IS RESPONSIBLE TO PULL WIRE THROUGH EX CONDUIT AND TO VERIFY THAT THE CORRECT CONDUIT IS BEING USED, PRIOR TO INSTALLING FIBER OPTIC CABLE.
2. EXISTING UTILITIES MAY HAVE AN ASSIGNED DEPTH BASED ON BEST INFORMATION AVAILABLE TO THE ENGINEER.
3. CONTRACTOR SHALL VERIFY EXISTING UTILITIES.

CEDAR STREET STA: 29+50 TO STA: 34+50 ①
SCALE: 1"=20'



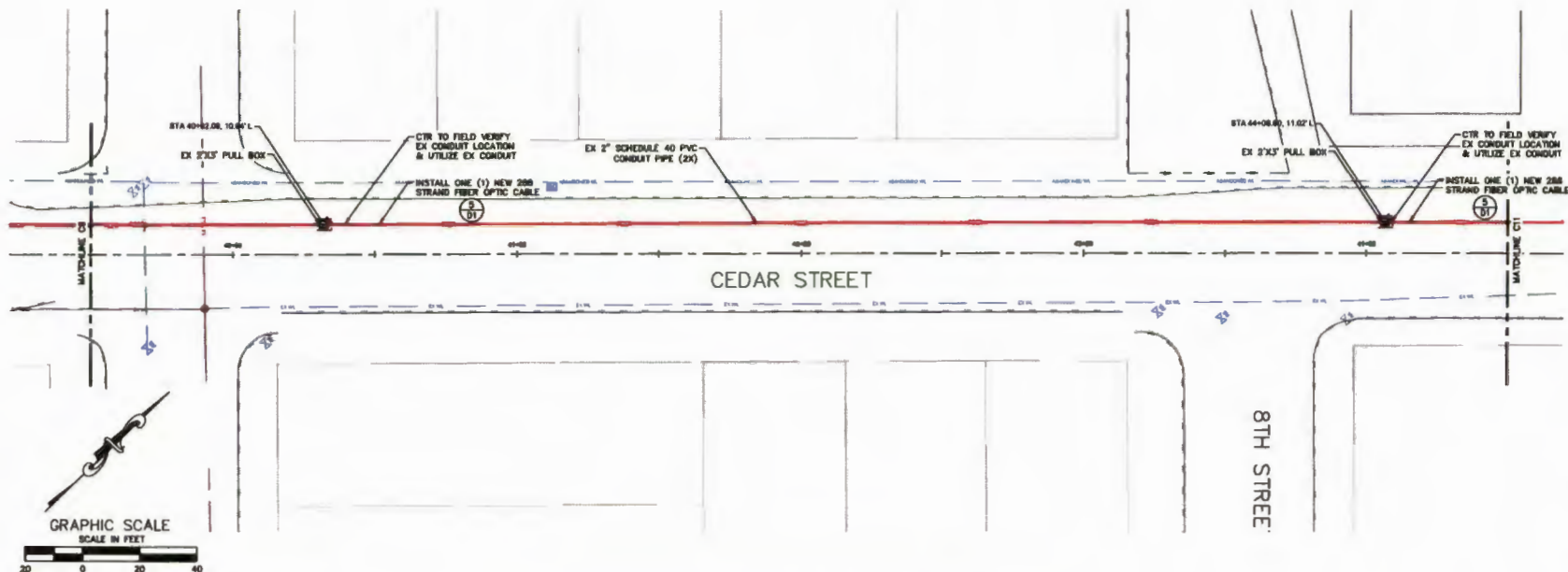
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WHITE CLOUD
FIBER OPTIC PROJECT
CEDAR STREET
PLAN & BORE PROFILE
ELSD COUNTY
NEEDHAM

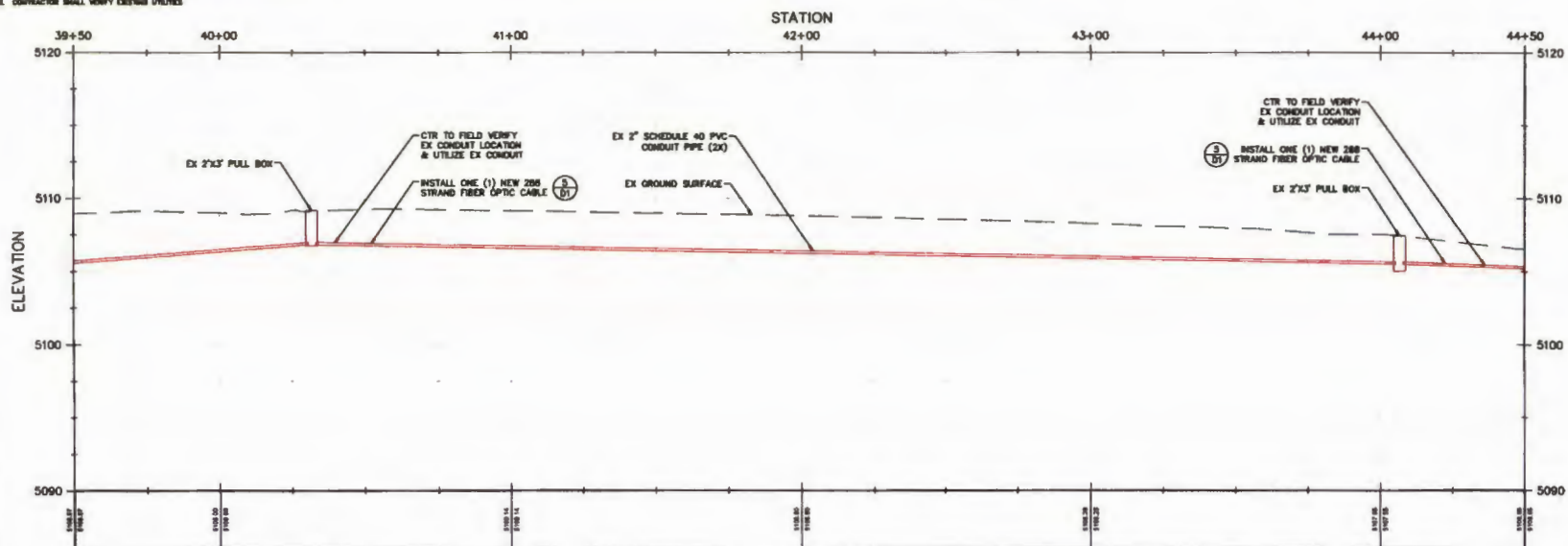
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1	08/01/2021	ISSUED FOR TRENCH REMOVAL

C8
DATE: AUGUST 2021
DRAWN BY: ECG
DESIGNED BY: ANOM
CHECKED BY: ANOM
JOB NO: 204 005



- NOTES:
1. CONTRACTOR IS RESPONSIBLE TO CALL WHEN THROUGH EX CONDUIT AND TO VERIFY THAT THE CORRECT CONDUIT IS BEING USED, PRIOR TO INSTALLING FIBER OPTIC CABLE.
 2. EXISTING UTILITIES MAY HAVE AN ASSIGNED DEPTH BASED ON BEST INFORMATION AVAILABLE TO THE ENGINEER.
 3. CONTRACTOR SHALL VERIFY EXISTING UTILITIES.

CEDAR STREET STA: 39+50 TO STA: 44+50 ①
SCALE: 1"=30'



P:\10442021 - 10442021 - Cedar Street Fiber Optic Project\10442021.dwg 10/26/2021 10:00 AM



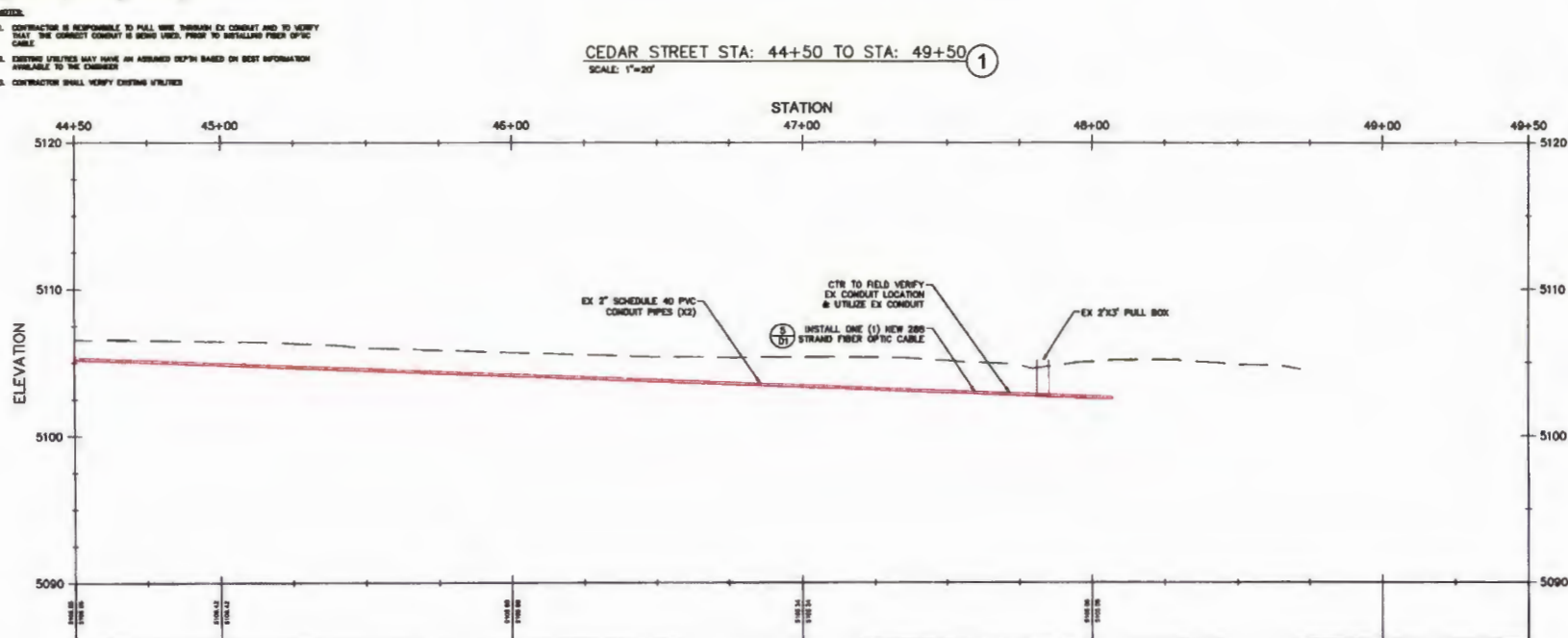
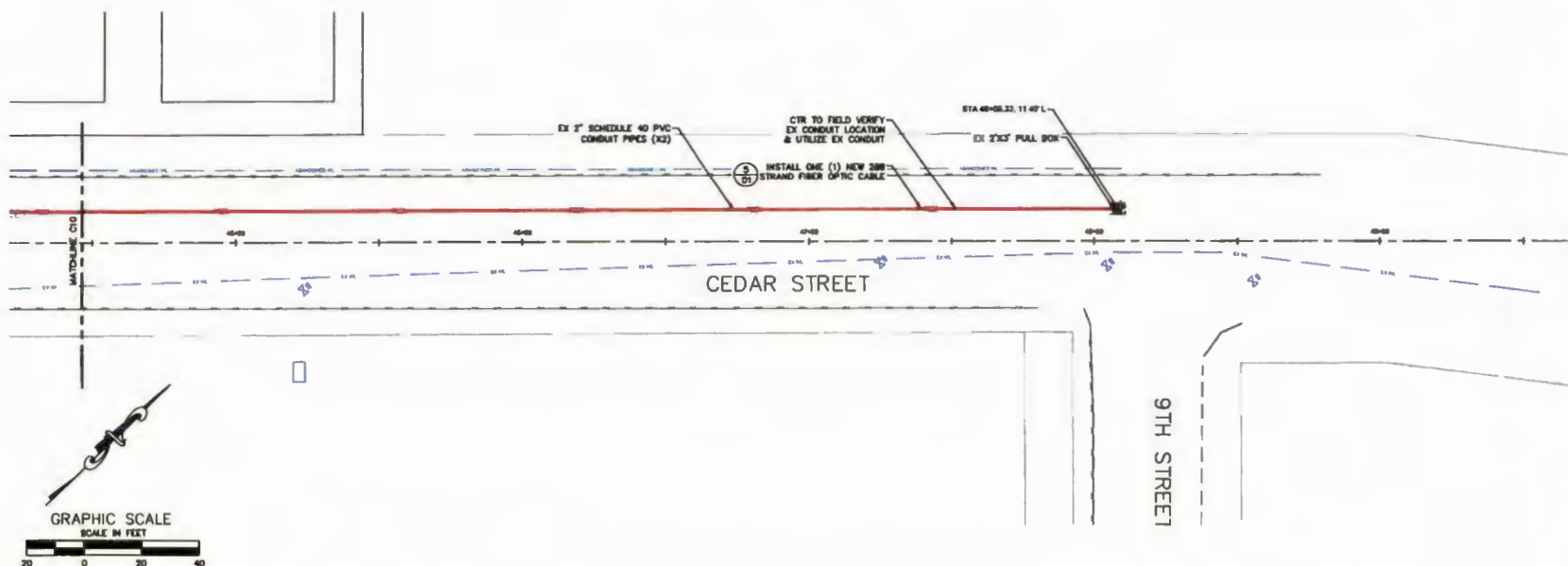
FIBER OPTIC PROJECT
CEDAR STREET
PLAN & BORE PROFILE

WHITE CLOUD
ELIAD COUNTY
NEVADA

REV	DATE	DESCRIPTION

C10

DATE: AUGUST 2021
DRAWN BY: EGO
DESIGNED BY: AKM
CHECKED BY: AKM
JOB NO: 10442021



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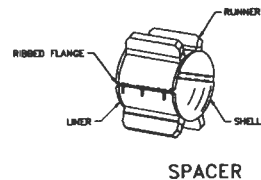
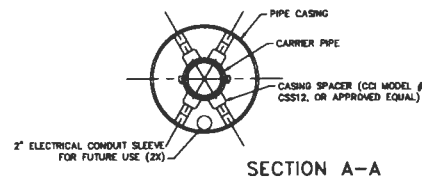
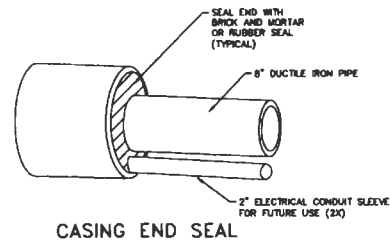
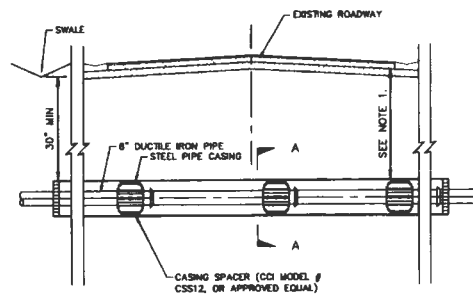


AM

ENGINEERING

445 6TH STREET, SUITE 201
 ELIZO, NEVADA 89001
 TEL: (775) 728-8115
 FAX: (775) 728-8190

- CIVIL ENGINEERING
- CONSTRUCTION MANAGEMENT
- QUALITY ASSURANCE
- ENVIRONMENTAL SERVICES



STANDARD NUMBER OF RUNNERS REQUIRED	
UP TO 14" CARRIER PIPE	- 4 REQUIRED
OVER 14" THROUGH 36" CARRIER PIPE	- 6 REQUIRED
OVER 36" THROUGH 48" CARRIER PIPE	- 7 REQUIRED

NOTES:

- UNDERGROUND CROSSINGS REQUIRE A MINIMUM VERTICAL CLEARANCE OF 48" BELOW PAVEMENT SURFACE FOR FREEWAYS, 36" FOR OTHER HIGHWAYS AND SUBSEQUENT CROSSINGS OR 30" BELOW UNPAVED GROUND INCLUDING DITCH GRADE PER FLORIDA D.O.T.

STAINLESS STEEL SPACERS:

- SPACERS SHALL BE BOLT-ON STYLE WITH A TWO PIECE SOLID SHELL MADE FROM T-304 STAINLESS STEEL OF A MINIMUM 14 GAUGE THICKNESS. THE SHELL SHALL BE LINED WITH A RUBBED PVC SHEET OF A 0.060" THICKNESS THAT OVERLAPS THE EDGES. RUNNERS MADE FROM UHMW POLYMER SHALL BE ATTACHED TO RISERS AT APPROPRIATE POSITIONS TO PROPERLY LOCATE THE CARRIER WITHIN THE CASING AND TO EASE INSTALLATION. RISERS SHALL BE MADE FROM T-304 STAINLESS STEEL OF A MINIMUM 14 GAUGE THICKNESS AND SHALL BE ATTACHED TO THE SHELL BY MIG WELDING. ALL WELDS SHALL BE FULLY PASSIVATED. ALL FASTENERS SHALL BE MADE FROM T-304 STAINLESS STEEL.

PLACEMENT OF SPACERS ON CARRIER PIPE:

1. GENERAL - ONE SPACER SHALL BE PLACED NOT MORE THAN TWO FEET FROM EACH END OF CASING. SUBSEQUENT SPACERS SHALL BE PLACED AT 8' INTERVALS WITHIN THE CASING, OR IN ACCORDANCE WITH PIPE MANUFACTURER'S RECOMMENDATIONS.
2. PVC CARRIER - ONE SPACER SHALL BE PLACED ON THE SPROUT END OF EACH SEGMENT AT THE LINE MARKING THE LIMIT OF INSERTION INTO THE BELL. WHEN THE JOINT IS COMPLETE, THE SPACER SHALL BE IN CONTACT WITH THE BELL OF THE JOINT SO THAT THE SPACER PUSHES THE JOINT AND RELIEVES COMPRESSION WITHIN THE JOINT. SUBSEQUENT SPACERS SHALL BE PLACED AT 8' TO 10' INTERVALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

CARRIER PIPE:

1. CARRIER PIPE SHALL BE CENTERED WITHIN CASING BY USE OF STAINLESS STEEL CASING SPACERS (CD MODEL # CSS12, OR APPROVED EQUAL).

JACK & BORE OPERATION DETAIL

8



WHITE CLOUD
FIBER OPTIC PROJECT
CEDAR STREET
DETAIL SHEET

REV	DATE	DESCRIPTION

D2
DATE: AUGUST 2021
DRAWN BY: ECG
DESIGNED BY: AMM
CHECKED BY: AMM
JOB NO: 364 000

**Elko City Council
Agenda Action Sheet**

1. Title: **Ratification of the Police Chief issuing a 35-day Temporary Wholesale Liquor License and issue a Regular Wholesale Liquor License, to Christina Beltram, In Jae Chyun, and Paul Russo, Jr, DBA Soul of Spirits Corp., located at 1885 Old Florence Way, Unit #117, West Wendover, NV 89883, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 28, 2021**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information: **N/A**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Ratification of the Police Chief issuing a 35-day Temporary Wholesale Liquor License and issue a Regular Wholesale Liquor License, to Christina Beltram, In Jae Chyun, and Paul Russo, Jr, DBA Soul of Spirits Corp., located at 1885 Old Florence Way, Unit #117, West Wendover, NV 89883.**
10. Prepared by: **Ty Trouten, Elko Police Chief**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

Christina Beltram 2111 Bogart Court Las Vegas, NV 89117	In Jae Chyun 425 Orchard Blvd #13-02 Bel Air, Singapore (no zip code provided)
Paul Russo, Jr. 3514 Victory Ave Las Vegas, NV 89121	

Elko City Council Agenda Action Sheet

1. Title: **Ratification of the Police Chief issuing a 60-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Jonathan Lund and Travis Shumway, DBA Double Dice RV Park, located at 3730 Idaho Street, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 28, 2021**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information: **N/A**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Ratification of the Police Chief issuing a 60-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Jonathan Lund and Travis Shumway, DBA Double Dice RV Park, located at 3730 Idaho Street, Elko, NV 89801.**
10. Prepared by: **Ty Trouten, Elko Police Chief**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Jonathan Lund Travis Shumway
 1872 S Country Lane 256 N 200 W
 Lehi, UT 84043 Blanding, UT 84511**

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to adopt Resolution No. 27-21, a resolution and order vacating a portion of Deerfield Way Right-of-Way, consisting of an area approximately 2,740 sq. ft. abutting APN 001-920-068, which is located within the City of Elko, Nevada, to the abutting property owner Kenneth R. Moores Revocable Living Trust, filed and processed as Vacation No. 5-21, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 28, 2021**
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 August 10, 2021, 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 September 7, 2021, and took action to forward a recommendation to Council to adopt a resolution, which conditionally approves Vacation No. 5-21 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. 27-21, which contains conditions as recommended by the Planning Commission.**
10. Prepared by: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission and required local utility companies**
12. Council Action:
13. Agenda Distribution: **Kenneth Moores
371 Berry Creek Place
Spring Creek, NV 89815
kenmoores@frontiernet.net

High Desert Engineering
640 Idaho Street
Elko, NV 89801
remorley@frontiernet.net**

**CITY OF ELKO
RESOLUTION NO. 27-21**

**A RESOLUTION AND ORDER VACATING A PORTION OF THE DEERFIELD WAY
RIGHT-OF-WAY ADJACENT TO APN 001-920-068, ALL OF WHICH IS LOCATED
WITHIN THE CITY OF ELKO, NEVADA, TO THE ABUTTING PROPERTY OWNER,
KENNETH R. MOORES REVOCABLE LIVING TRUST.**

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 August 10, 2021, 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 September 7, 2021, 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 Deerfield Way 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 September 28, 2021, 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 Deerfield Way right-of-way, containing approximately 2,740 square feet, situate in the City of Elko, Nevada, adjacent to APN 001-920-068 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 a portion of the Deerfield Way 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.**

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 Deerfield Way 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 **Kenneth Ray Moores, as Trustee of The Kenneth R. Moores Revocable Living Trust**, 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 a portion of the Deerfield Way 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 _____, 2021.

CITY OF ELKO

By: _____
REECE KEENER, MAYOR

ATTEST:

KELLY C. WOOLDRIDGE, CITY CLERK

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

EXHIBIT A
VACATION OF A PORTION OF DEERFIELD WAY
FOR THE KENNETH R. MOORES REVOCABLE LIVING TRUST

July 30, 2021

A parcel of land located in Section 13, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Nevada, being a portion of Deerfield Way as shown on the Final Map of Tower Hill Subdivision, Unit Number 1, on file in the Office of the Elko County Recorder, Elko, Nevada, as File No. 741117, more particularly described as follows:

Commencing at the centerline Street Monument at the intersection of Stitzel Road and said Deerfield Way, thence S 40° 33' 46" W, 30.00 feet along the said centerline of Deerfield Way to a point, thence N 49° 26' 14" W, 35.00 feet to Corner No. 1, a point being the most Easterly Corner of Parcel 6 as shown on the Parcel Map for Faith Evangelical Lutheran Church of Elko, Inc., on file in the Office of the Elko County Recorder, Elko, Nevada, as File No. 510614, the True Point of Beginning;

Thence S 02° 36' 14" W, 1.57 to Corner No. 2;

Thence from a tangent bearing S 26° 01' 45" E, on a curve to the right with a radius of 15.00 feet, through a central angle of 66° 35' 31", for an arc length of 17.43 feet to Corner No. 3;

Thence from a tangent bearing S 40° 33' 46" W, on a curve to the left with a radius of 382.35 feet, through a central angle of 07° 30' 00", for an arc length of 50.05 feet to Corner No. 4;

Thence S 33° 03' 46" W, 35.80 feet to Corner No. 5;

Thence N 56° 56' 14" W, 33.23 feet to Corner No. 6, a point being the most Southerly Corner of said Parcel 6, File No. 510614;

Thence N 40° 33' 46" E, 89.74 feet along the Southeasterly Line of said Parcel 6, File No. 510614, to Corner No. 7;

Continued on Page 2

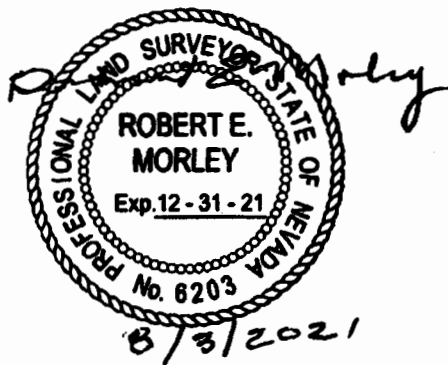
**Continued from Page 1
Vacation of a portion of Deerfield Way
for the Kenneth R. Moores Revocable Living Trust**

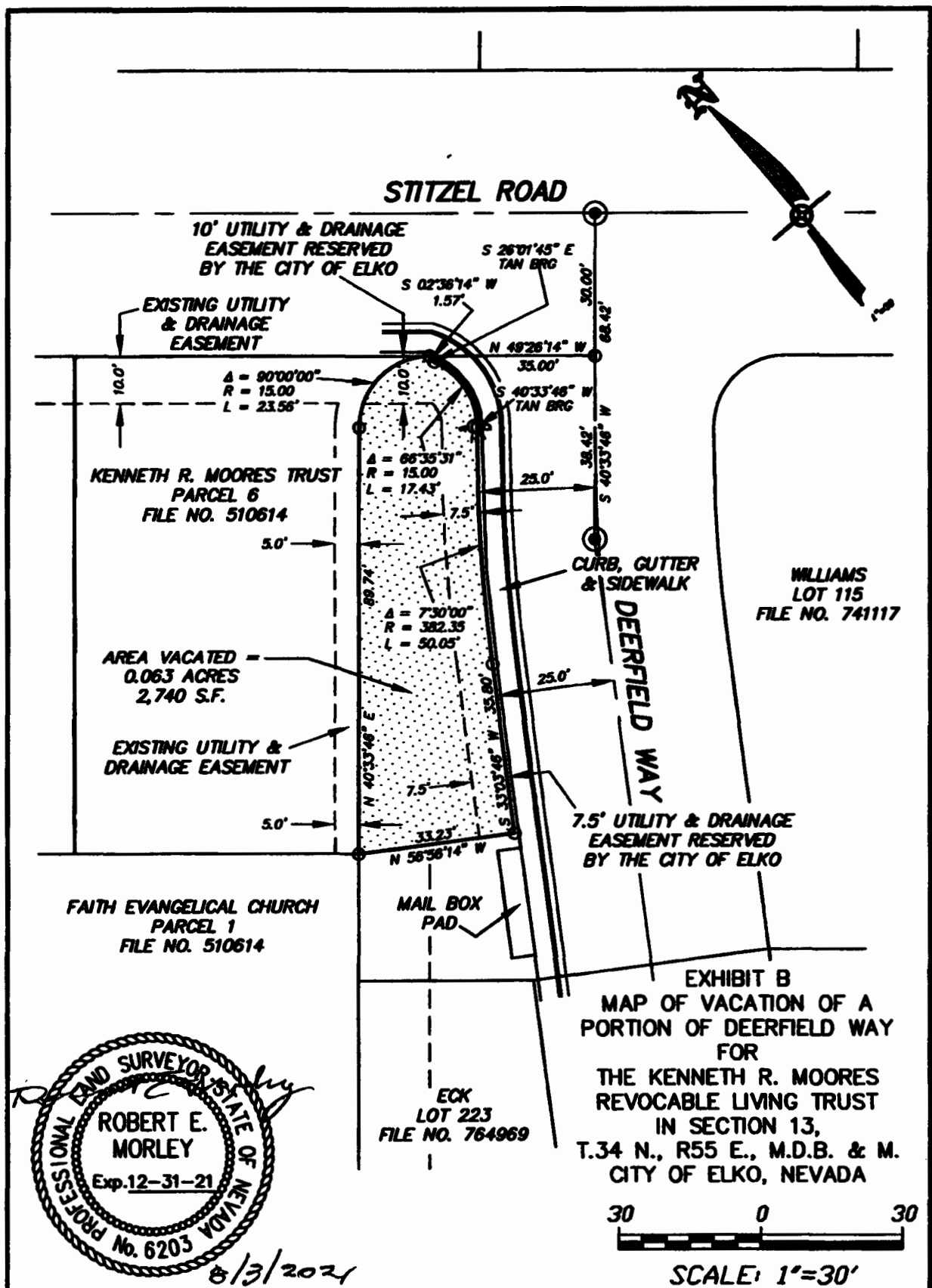
Thence from a tangent bearing N 40° 33' 46" E, on a curve to the right with a radius of 15.00 feet, through a central angle of 90° 00' 00", for an arc length of 23.56 feet along the said Southeasterly Line of Parcel 6, File No. 510614 to Corner No. 1, the point of beginning, containing 2,740 square feet, more or less.

RESERVING THEREFROM a 10.00 foot utility and drainage easement along the frontage of Stitzel Road and a 7.50 foot utility and drainage easement along the frontage of Deerfield Way as shown on Exhibit B.

Reference is hereby made to Exhibit B, Map of Vacation of a Portion of Deerfield Way for the Kenneth R. Moores Revocable Living Trust, attached hereto and made a part hereof.

The basis of bearings for the above described parcel is the Final Map of Tower Hill Subdivision, Unit Number 1, on file in the Office of the Elko County Recorder, Elko, Nevada, as File No. 741117;







CITY OF ELKO

Planning Department

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

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

CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of September 7, 2021

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on September 7, 2021 pursuant to Section 8-7-3 B. of City Code:

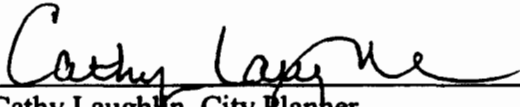
Vacation No. 5-21, filed by Kenneth R. Moores Revocable Living Trust, for the vacation of the northwesterly portion of Deerfield Way, consisting of an area approximately 2,740 sq. ft., and matters related thereto.

The area requesting to be vacated was dedicated to the City of Elko with Tower Hill Unit 1 subdivision. It was intended originally as a pull out area for the local mailboxes but the design was later changed during construction. It is not being used for any purpose at this time. City Council accepted the petition for the vacation on August 10, 2021.

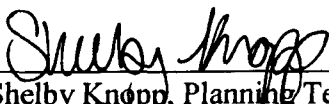
NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwards a recommendation to City Council to adopt a resolution which conditionally approves Vacation No. 5-21 subject to the conditions listed in the City of Elko Staff Report dated August 24, 2021, 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.**

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 278.480, inclusive. The proposed vacation is in conformance with City Code 8-7.


Cathy Laughlin, City Planner

Attest:



Shelby Knopp, Planning Technician

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

STAFF COMMENT FLOW SHEET
PLANNING COMMISSION AGENDA DATE: 9/7

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

Title: Vacation No. 5-21

Applicant(s): Kenneth R. Moores Revocable Living Trust

Site Location: SE of APN 001-920-008

Current Zoning: R1 Date Received: 7/14/21 Date Public Notice: N/A

COMMENT: This is to vacate a portion of the Deerfield Way
right-of-way adjacent to APN 001-920-008, consisting of
approximately 2,740 square feet.

If additional space is needed please provide a separate memorandum

Assistant City Manager: Date: 8/24/21

Recommend approval as presented
by staff

SAW

Initial

City Manager: Date: 8/24/21

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:	August 24, 2021
PLANNING COMMISSION DATE:	September 7, 2021
APPLICATION NUMBER:	Vacation 5-21
APPLICANT:	Kenneth R. Moores Revocable Living Trust
PROJECT DESCRIPTION:	APN 001-920-068

Vacation of the Deerfield Way right-of-way



STAFF RECOMMENDATION:

RECOMMEND to APPROVE subject to findings of fact and conditions stated in this report.

PROJECT INFORMATION

PARCEL NUMBER: 001-920-068

EXISTING ZONING: R1- Single Family Residential

MASTER PLAN DESIGNATION: Medium Density Residential

EXISTING LAND USE: Undeveloped

BACKGROUND:

1. The property is undeveloped as residential land use.
2. The area proposed to be vacated is approximately 2,740 sq. ft.
3. Deerfield Way was dedicated to the City of Elko with the Tower Hill Unit 1 Subdivision.
4. City Council accepted the petition for vacation at their meeting August 10, 2021 and referred the matter to Planning Commission for their review.

NEIGHBORHOOD CHARACTERISTICS:

The property is surrounded by:

Northeast: R1-Residential / Developed
Northwest: R1-Residential / Undeveloped
Southeast: R1- Residential / Developed
Southwest: R1-Residential / Developed and Undeveloped

PROPERTY CHARACTERISTICS:

The property is currently undeveloped.
The property is fairly flat.

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

NRS 278.479 to 278.480 inclusive

1. 278.480(4) If any right-of-way or easement required for a public purpose that is owned by a city or a county is proposed to be vacated, the governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, shall, not less than 10 business days before the public hearing described in subsection 5.
2. NRS 278.480 (5) Except as otherwise provided in subsection 6, if, upon public hearing, the governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, is satisfied that the public will not

be materially injured by the proposed vacation, it shall order the street or easement vacated. The governing body, or the planning commission, hearing examiner or other designee, if authorized to take final action by the governing body, may make the order conditional, and the order becomes effective only upon the fulfillment of the conditions prescribed. An applicant or other person aggrieved by the decision of the planning commission, hearing examiner or other designee may appeal the decision in accordance with the ordinance adopted pursuant to NRS 278.31895.

3. Per NRS 278.480(6) Public utility companies will be notified of the vacation on August 12, 2021 via first class mail.

MASTER PLAN – Land Use:

1. The Master Plan Land Use Atlas shows the area as Medium Density Residential.
2. R1- Single 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 Deerfield Way and Stitzel Road.
2. Deerfield Way is classified as a Residential local and Stitzel Road is classified as a residential collector. With these classifications, the City of Elko would prefer access to these parcels from Deerfield Way rather than Stitzel Road.

The proposed vacation is in conformance with the Master Plan Transportation Component.

REDEVELOPMENT PLAN

- The area is located inside 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 August 10, 2021 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 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:

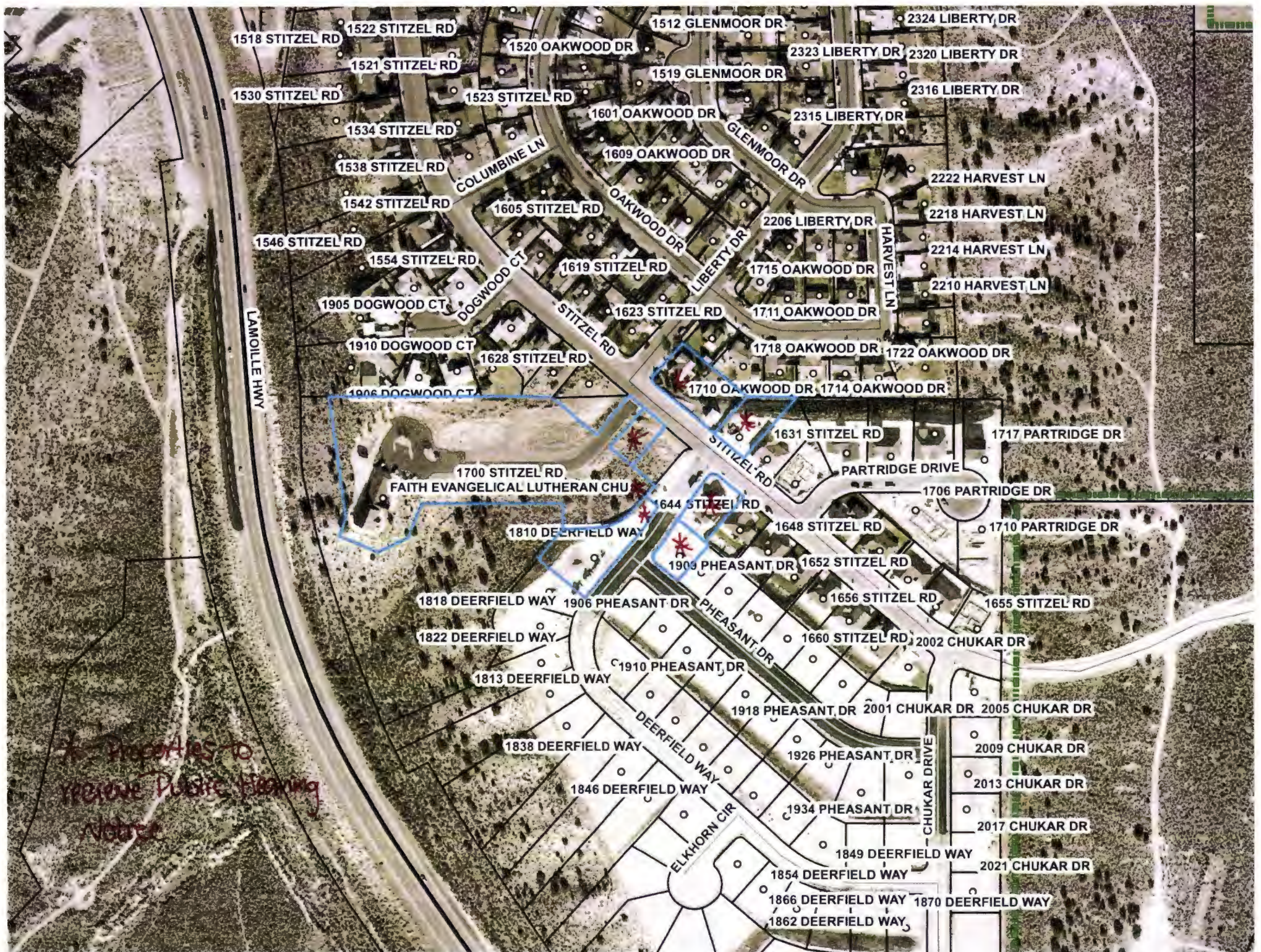
1. Approved conditions are to be included in the Resolution.
2. The applicant is responsible for all costs associated with the recordation of the vacation.
3. Written response from all non-City utilities is on file with the City of Elko with regard to the vacation in accordance with NRS 278.480(6) before the order is recorded.

Vacation 5-21 Kenneth R Moores Revocable Living Trust

YPNO	PANAME	PMADD1	PMADD2	PMCTST	PZIP
001929101	ARNOLD BECK CONSTRUCTION INC		247 GREENCREST DR	SPRING CREEK NV	89815-5447
001929148	ECK, DOUGLAS & DIANA		1810 DEERFIELD WAY	ELKO NV	89801
001920066	FAITH EVANGELICAL LUTHERAN CHUR		1700 STITZEL RD	ELKO NV	89801-8842
001920067	MOORES, KENNETH BAY TR		371 BERRY CREEK PL	SPRING CREEK NV	89815-6507
001929126	ODURO, ISAAC KOFI ET AL		1901 PHEASANT DR	ELKO NV	89801-5511
001925001	THORSEN, CARL T & GRETHE LISE T		1827 CYPRESS MESA DR	HENDERSON NV	89012-6164
001929115	WILLIAMS, BRENDAN		1801 DEEFFIELD WAY	ELKO NV	89801

7

Post Marked 9/14/21



**NOTICE OF INTENT OF THE CITY OF ELKO
TO VACATE A PORTION OF THE DEERFIELD WAY RIGHT-OF-WAY ADJACENT
TO APN 001-920-068, 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 Deerfield Way right-of-way adjacent to APN 001-920-068, situated in the City of Elko, Nevada, and cause title to revert to the owner of the abutting property; i.e. Kenneth R. Moores Revocable Living Trust. The portion of Deerfield Way to be vacated is more particularly described as follows:

A parcel of land located in Section 13, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Nevada, being a portion of Deerfield Way as shown on the Final Map of Tower Hill Subdivision, Unit Number 1, on file in the Office of the Elko County Recorder, Elko, Nevada, as File No. 741117, more particularly described as follows:

Commencing at the centerline Street Monument at the intersection of Stitzel Road and said Deerfield Way, thence S 40°33' 46" W, 30.00 feet along the said centerline of Deerfield Way to a point, thence N 49° 26' 14" W, 35.00 feet to Corner No. 1, a point being the most Easterly Corner of Parcel 6 as shown on the Parcel Map for Faith Evangelical Lutheran Church of Elko, Inc., on file in the Office of the Elko County Recorder, Elko, Nevada, as File No. 510614, the True Point of Beginning;

Thence S 02° 36' 14" W, 1.57 to Corner No. 2;

Thence from a tangent bearing S 26° 01' 45" E, on a curve to the right with a radius of 15.00 feet, through a central angle of 66° 35' 31", for an arc length of 17.43 feet to Corner No. 3;

Thence from a tangent bearing S 40° 33' 46" W, on a curve to the left with a radius of 382.35 feet, through a central angle of 07° 30' 00", for an arc length of 50.05 feet to Corner No. 4;

Thence S 33° 03' 46" W, 35.80 feet to Corner No. 5;

Thence N 56° 56' 14" W, 33.23 feet to Corner No. 6, a point being the most Southerly Corner of said Parcel 6, File No. 510614;

Thence N 40° 33' 46" E, 89.74 feet along the Southeasterly Line of said Parcel 6, File No. 510614, to Corner No. 7;

Thence from a tangent bearing N 40° 33' 46" E, on a curve to the right with a radius of 15.00 feet, through a central angle of 90° 00' 00", for an arc length of 23.56 feet along the said Southeasterly Line of Parcel 6, File No. 510614 to Corner No. 1, the point of beginning, containing 2,740 square feet, more or less.

RESERVING THEREFROM a 10.00 foot utility and drainage easement along the frontage of Stitzel Road and a 7.50 foot utility and drainage easement along the frontage of Deerfield Way as shown on Exhibit B.

Reference is hereby made to Exhibit B, Map of Vacation of a Portion of Deerfield Way for the Kenneth R. Moores Revocable Living Trust, attached hereto and made a part hereof.

The basis of bearings for the above described parcel is the Final Map of Tower Hill Subdivision, Unit Number 1, on file in the Office of the Elko County Recorder, Elko, Nevada, as File No. 741117;

AND that the Elko City Council shall further consider the advisability of the vacation of a portion of the Deerfield Way 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 at Elko City Hall, 1751 College Avenue, Elko, Nevada, or at such other place as the City Council shall hold its regular meeting, on September 28, 2021 at 5:30 p.m. All interested persons may appear at the meeting of the Council and be heard.

DATED this 9th day of September, 2021.


Kelly C. Wooldridge, City Clerk

PUBLISH: September 11, 2021



CITY OF ELKO

Planning Department

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

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

September 14, 2021

001929101
ARNOLD BECK CONSTRUCTION INC
247 GREENCREST DR
SPRING CREEK NV 89815-5447

Re: Vacation No. 5-21 / Kenneth R. Moores Revocable Living Trust

Enclosed please find a copy of the Notice of Intent of The Kenneth R. Moores Revocable Living Trust to vacate a portion of the Deerfield Way right-of-way adjacent to APN 001-920-068, consisting of an area of approximately 2,740 square feet, and map depicting the property.

Please read this notice carefully. The date that has been set for this hearing is Tuesday, September 28, 2021 at 5:30 P.M., in Elko City Hall at 1751 College Avenue, Elko, Nevada.

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 Knopp
Planning Technician

Enclosures



CITY OF ELKO

Planning Department

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

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

September 14, 2021

001929148
ECK, DOUGLAS & DIANA
1810 DEERFIELD WAY
ELKO NV 89801

Re: Vacation No. 5-21 / Kenneth R. Moores Revocable Living Trust

Enclosed please find a copy of the Notice of Intent of The Kenneth R. Moores Revocable Living Trust to vacate a portion of the Deerfield Way right-of-way adjacent to APN 001-920-068, consisting of an area of approximately 2,740 square feet, and map depicting the property.

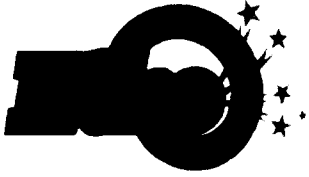
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If you have any questions regarding this matter, please do not hesitate to contact the City of Elko Planning Department at 777-7160.

Sincerely,


Shelby Knopp
Planning Technician

Enclosures



CITY OF ELKO

Planning Department

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

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

September 14, 2021

001920066

FAITH EVANGELICAL LUTHERAN CHUR
1700 STITZEL RD
ELKO NV 89801-8842

Re: Vacation No. 5-21 / Kenneth R. Moores Revocable Living Trust

Enclosed please find a copy of the Notice of Intent of The Kenneth R. Moores Revocable Living Trust to vacate a portion of the Deerfield Way right-of-way adjacent to APN 001-920-068, consisting of an area of approximately 2,740 square feet, and map depicting the property.

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Sincerely,

Shelby Knopp
Planning Technician

Enclosures



CITY OF ELKO

Planning Department

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Email: planning@ci.elko.nv.us

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

September 14, 2021

001920067

MOORES, KENNETH RAY TR
371 BERRY CREEK PL
SPRING CREEK NV 89815-6507

Re: Vacation No. 5-21 / Kenneth R. Moores Revocable Living Trust

Enclosed please find a copy of the Notice of Intent of The Kenneth R. Moores Revocable Living Trust to vacate a portion of the Deerfield Way right-of-way adjacent to APN 001-920-068, consisting of an area of approximately 2,740 square feet, and map depicting the property.

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Sincerely,

Shelby Knopp
Planning Technician

Enclosures



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Email: planning@ci.elko.nv.us

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

September 14, 2021

001929126
ODURO, ISAAC KOFI ET AL
1901 PHEASANT DR
ELKO NV 89801-5511

Re: Vacation No. 5-21 / Kenneth R. Moores Revocable Living Trust

Enclosed please find a copy of the Notice of Intent of The Kenneth R. Moores Revocable Living Trust to vacate a portion of the Deerfield Way right-of-way adjacent to APN 001-920-068, consisting of an area of approximately 2,740 square feet, and map depicting the property.

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Sincerely,

Shelby Knopp
Planning Technician

Enclosures



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

September 14, 2021

001925001

THORSEN, CARL T & GRETHE LISE T
1827 CYPRESS MESA DR
HENDERSON NV 89012-6164

Re: Vacation No. 5-21 / Kenneth R. Moores Revocable Living Trust

Enclosed please find a copy of the Notice of Intent of The Kenneth R. Moores Revocable Living Trust to vacate a portion of the Deerfield Way right-of-way adjacent to APN 001-920-068, consisting of an area of approximately 2,740 square feet, and map depicting the property.

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Sincerely,

Shelby Knopp
Planning Technician

Enclosures



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

September 14, 2021

001929115
WILLIAMS, BRENDAN
1801 DEEFFIELD WAY
ELKO NV 89801

Re: Vacation No. 5-21 / Kenneth R. Moores Revocable Living Trust

Enclosed please find a copy of the Notice of Intent of The Kenneth R. Moores Revocable Living Trust to vacate a portion of the Deerfield Way right-of-way adjacent to APN 001-920-068, consisting of an area of approximately 2,740 square feet, and map depicting the property.

Please read this notice carefully. The date that has been set for this hearing is Tuesday, September 28, 2021 at 5:30 P.M., in Elko City Hall at 1751 College Avenue, Elko, Nevada.

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 Knopp
Planning Technician

Enclosures



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Email: planning@elkocitynv.gov

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

August 12, 2021

Beehive Broadband
2000 N. Sunset Road
Lake Point, UT 84074

SUBJECT: Proposed Vacation No. 05-21

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by the Kenneth R. Moores Revocable Living Trust to vacate a portion of Deerfield Way located generally on the southeast side of APN 001-920-068. 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 September 7, 2021. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Knopp
Planning Technician

Enclosures



CITY OF ELKO

Planning Department

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Email: planning@elkocitynv.gov

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

August 12, 2021

Elko Heat
P.O. Box 2347
Elko, NV 89803

SUBJECT: Proposed Vacation No. 05-21

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by the Kenneth R. Moores Revocable Living Trust to vacate a portion of Deerfield Way located generally on the southeast side of APN 001-920-068. 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 Knopp
Planning Technician

Enclosures

Shelby Knopp

From: Pamela Lattin <p.lattin@canyonconstructionco.com>
Sent: Wednesday, August 11, 2021 2:57 PM
To: Shelby Knopp
Subject: RE: Proposed Vacation No. 5-21

Shelby, please be advised that Elko Heat Company DOES NOT have any utilities in the area of Proposed Vacation No. 5-21,
APN: 001-920-068

Thanks, Pam

Pamela Lattin
Secretary/Treasurer
Canyon Construction Company
PO Box 2030 Elko, NV 89801
775.738.2210 x 106
775.934.1934 (cell)

From: Shelby Knopp <sknopp@elkocitynv.gov>
Sent: Wednesday, August 11, 2021 10:18 AM
To: Pamela Lattin <p.lattin@canyonconstructionco.com>
Subject: Proposed Vacation No. 5-21

Good Morning,

Please see the attached correspondence regarding proposed Vacation No. 5-21, filed by the Kenneth R. Moores Revocable Living Trust to vacate a portion of Deerfield Way.
Let me know if you have any questions.

Thank you!

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



CITY OF ELKO

Planning Department

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

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

August 12, 2021

Frontier Communication

Mr. Chris S. Willing
1520 Church Street
Gardnerville, NV 89410
Chris.s.willing@ftr.com

SUBJECT: Proposed Vacation No. 05-21

Dear Mr. Willing:

Please be advised that the City of Elko Planning Department is processing a request filed by the Kenneth R. Moores Revocable Living Trust to vacate a portion of Deerfield Way located generally on the southeast side of APN 001-920-068. 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 September 7, 2021. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Knopp
Planning Technician

Enclosures

Shelby Knopp

From: Michele L. Rambo
Sent: Wednesday, August 18, 2021 10:32 AM
To: Cathy Laughlin; Shelby Knopp
Subject: RE: Proposed Vacation No. 5-21

Yes, 15th Street has a utility easement over the whole thing.

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

From: Cathy Laughlin <claughlin@elkocitynv.gov>
Sent: Wednesday, August 18, 2021 10:29 AM
To: Shelby Knopp <sknopp@elkocitynv.gov>; Michele L. Rambo <mrambo@elkocitynv.gov>
Subject: RE: Proposed Vacation No. 5-21

I believe the Deerfield is in the easement and the 15th Street will be a blanket easement over the entire area.

Cathy Laughlin
City Planner

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

City of Elko
1751 College Avenue
Elko, NV 89801

From: Shelby Knopp
Sent: Wednesday, August 18, 2021 10:23 AM
To: Cathy Laughlin <claughlin@elkocitynv.gov>; Michele L. Rambo <mrambo@elkocitynv.gov>
Subject: FW: Proposed Vacation No. 5-21

FYI

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

FX (775) 777-7219

From: Willing, Chris S. [mailto:chris.s.willing@ftr.com]
Sent: Wednesday, August 18, 2021 9:04 AM
To: Shelby Knopp <sknopp@elkocitynv.gov>
Subject: Re: Proposed Vacation No. 5-21

Shelby,

I have attached the prints showing where we have facilities.

For VAC 1-21 and 2-21 we do not have any facilities in the vacated location.

FRONTIER
CHRIS WILLING
SR. NETWORK ENGINEER
GARDNERVILLE, NV
775-782-0910

From: Shelby Knopp <sknopp@elkocitynv.gov>
Sent: Wednesday, August 18, 2021 8:06 AM
To: Willing, Chris S. <chris.s.willing@ftr.com>
Subject: RE: Proposed Vacation No. 5-21

Good Morning Chris,

I apologize for not getting back to you sooner, I was out of the office on vacation.

For these Vacation reviews we just ask that you let us know if you have any utilities in the area and if you will need an easement over those utilities. If you would like to provide a drawing showing where they are located that would be helpful.

Let me know if you have any questions.

Thank you!

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

From: Willing, Chris S. [mailto:chris.s.willing@ftr.com]
Sent: Tuesday, August 17, 2021 11:20 AM
To: Shelby Knopp <sknopp@elkocitynv.gov>
Subject: Re: Proposed Vacation No. 5-21

Shelby,

Since this is the first time for me doing these do you need a statement saying where our facilities are or do you need a drawing showing the facilities location?

FRONTIER
CHRIS WILLING
SR. NETWORK ENGINEER
GARDNERVILLE, NV
775-782-0910

From: Shelby Knopp <sknopp@elkocitynv.gov>
Sent: Wednesday, August 11, 2021 11:26 AM
To: Willing, Chris S. <chris.s.willing@ftr.com>
Subject: RE: Proposed Vacation No. 5-21

Here you go.
Let me know if you have any questions.

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

From: Willing, Chris S. [<mailto:chris.s.willing@ftr.com>]
Sent: Wednesday, August 11, 2021 11:25 AM
To: Shelby Knopp <sknopp@elkocitynv.gov>
Subject: Re: Proposed Vacation No. 5-21

Shelby,

I apologize for not responding sooner but I don't seem to be able to find the other vacations that were sent, can you please resend them.

FRONTIER
CHRIS WILLING
SR. NETWORK ENGINEER
GARDNERVILLE, NV
775-782-0910

From: Shelby Knopp <sknopp@elkocitynv.gov>
Sent: Wednesday, August 11, 2021 10:14 AM
To: Willing, Chris S. <chris.s.willing@ftr.com>
Cc: Whitaker, William <william.whitaker@ftr.com>
Subject: Proposed Vacation No. 5-21

WARNING: External email. Please verify sender before opening attachments or clicking on links.

Good Morning,

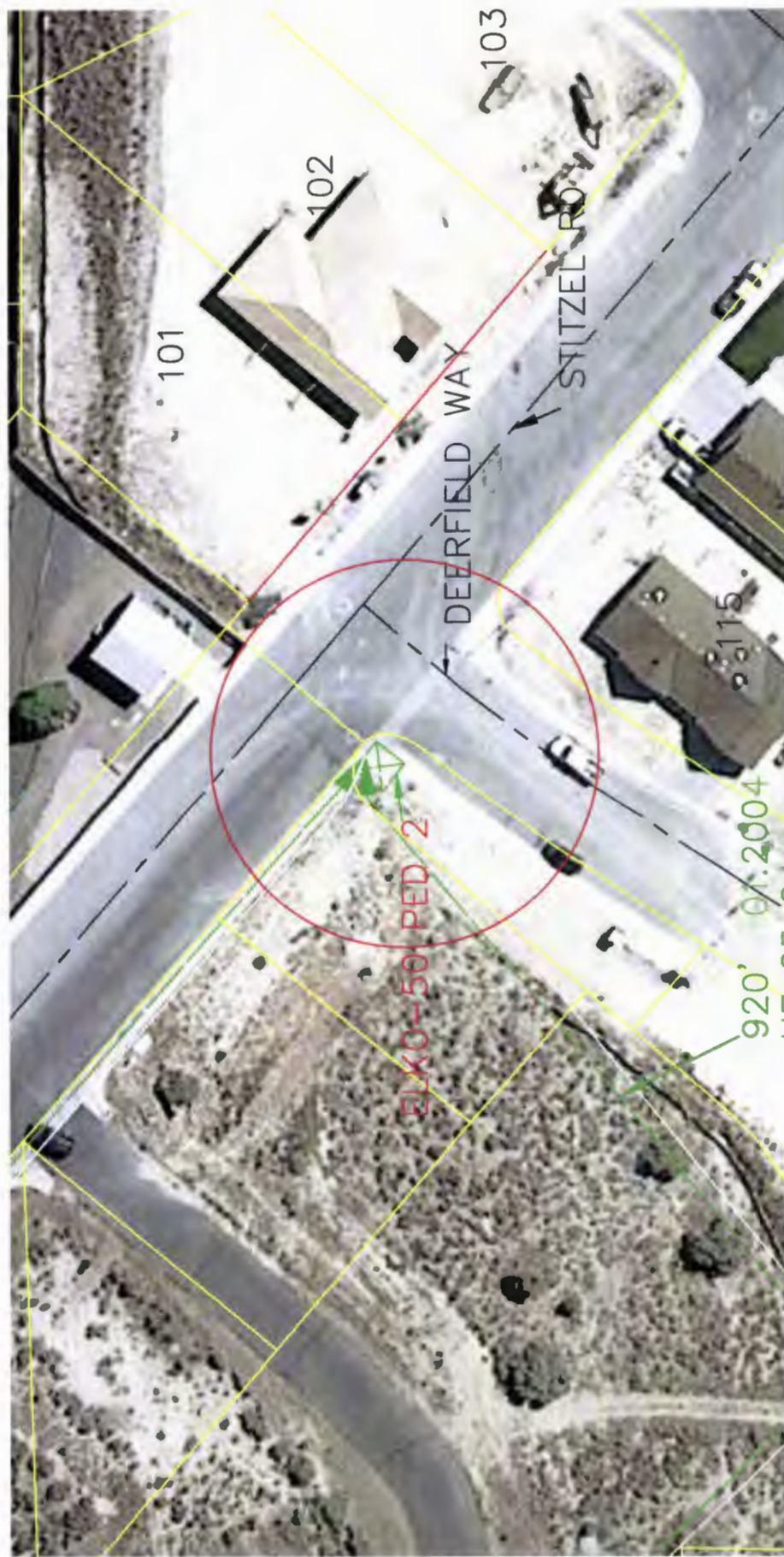
Please see the attached correspondence regarding proposed Vacation No. 5-21, filed by the Kenneth R. Moores Revocable Living Trust to vacate a portion of Deerfield Way.
Let me know if you have any questions.

Thank you!

Just a reminder that I have also not received responses for Vacation No. 1-21 through 4-21. In order to record these vacations and make them of record we need a response from Frontier.

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

This communication is confidential. Frontier only sends and receives email on the basis of the terms set out at http://www.frontier.com/email_disclaimer.





CITY OF ELKO

Planning Department

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

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

August 12, 2021

NV Energy
Attn: Katherine Perkins
6100 Neil Road
Reno, NV 89511

SUBJECT: Proposed Vacation No. 05-21

Dear Ms. Perkins:

Please be advised that the City of Elko Planning Department is processing a request filed by the Kenneth R. Moores Revocable Living Trust to vacate a portion of Deerfield Way located generally on the southeast side of APN 001-920-068. 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 September 7, 2021. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Knopp
Planning Technician

Enclosures



August 20, 2021

Shelby Knopp
City of Elko Planning Department
1751 College Avenue
Elko, Nevada 89801

RE: Proposed Vacation No. 05-21

Dear Ms. Knopp:

Per your request in the letter dated August 12, 2021 regarding the proposed vacation of a portion of the Deerfield Way right-of-way located generally along the southeast side of APN 001-920-068. 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 Katherine.perkins@nvenergy.com

Sincerely,

Katherine Perkins

Katherine Perkins
NV Energy



CITY OF ELKO

Planning Department

Website: www.elkocity.com

Email: planning@elkocitynv.gov

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

August 12, 2021

Southwest Gas Corporation
Engineering Department
PO Box 1190
Carson City, NV 89702-1190
nndengineering@swgas.com

SUBJECT: Proposed Vacation No. 05-21

To Whom It May Concern:

Please be advised that the City of Elko Planning Department is processing a request filed by the Kenneth R. Moores Revocable Living Trust to vacate a portion of Deerfield Way located generally on the southeast side of APN 001-920-068. Please see enclosed map.

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If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Knopp
Planning Technician

Enclosures

Shelby Knopp

From: Amanda Marcucci <Amanda.Marcucci@swgas.com>
Sent: Friday, September 3, 2021 7:09 AM
To: Shelby Knopp
Subject: RE: EXTERNAL: Proposed Vacation No. 5-21

Hi Shelby,

Southwest Gas does not have any concerns with this Proposed Vacation No. 5-21.

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 | www.swgas.com

From: Shelby Knopp <sknopp@elkocitynv.gov>
Sent: Wednesday, August 11, 2021 10:10 AM
To: NNDEngineering <nndengineering@swgas.com>
Subject: EXTERNAL: Proposed Vacation No. 5-21

[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 Morning,

Please see the attached correspondence regarding proposed Vacation No. 5-21, filed by the Kenneth R. Moores Revocable Living Trust to vacate a portion of Deerfield Way.
Let me know if you have any questions.

Thank you!

Shelby Knopp
Planning Technician
City of Elko

Planning Department
Ph (775) 777-7160
FX (775) 777-7219

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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

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

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

August 12, 2021

Zito Media

Mr. Dustin Hurd

VIA Email: dustin.hurd@zitomedia.com

SUBJECT: Proposed Vacation No. 05-21

Dear Mr. Hurd:

Please be advised that the City of Elko Planning Department is processing a request filed by the Kenneth R. Moores Revocable Living Trust to vacate a portion of Deerfield Way located generally on the southeast side of APN 001-920-068. 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 September 7, 2021. Thank you for your time and effort in this matter!

If you have any questions, please contact our office at 777-7160.

Sincerely,

Shelby Knopp
Planning Technician

Enclosures

Shelby Knopp

From: Bob Thibault
Sent: Tuesday, July 27, 2021 11:46 AM
To: Cathy Laughlin; Shelby Knopp
Subject: RE: Vacation procedure issues

That makes sense to me. Does that leave the mailboxes in the area that abuts the church property?

Sincerely,

Bob Thibault, PE, PLS
Civil Engineer
City of Elko
1751 College Ave
Elko, NV 89801
Phone: 775-777-7214
Fax: 775-777-7219



From: Cathy Laughlin <claughlin@elkocitynv.gov>
Sent: Tuesday, July 27, 2021 11:41 AM
To: Shelby Knopp <sknopp@elkocitynv.gov>
Cc: Bob Thibault <bthibault@elkocitynv.gov>
Subject: FW: Vacation procedure issues

Shelby,

With this legal opinion, we can move forward with the vacation once we receive the new documents from Bob Morley. Bob, do you agree to have him vacate to the 25' from centerline as the other properties are along Deerfield and to square up with the rear property line leaving the small area not vacated that abuts the church property?
Cathy

From: David M. Stanton [mailto:davidstanton@elkolawyers.com]
Sent: Tuesday, July 27, 2021 9:38 AM
To: Cathy Laughlin <claughlin@elkocitynv.gov>
Cc: Bob Thibault <bthibault@elkocitynv.gov>; Michele L. Rambo <mrambo@elkocitynv.gov>
Subject: Re: Vacation procedure issues

Cathy,

I'm assuming the City accepted the right-of-way dedication upon recordation of the final map in accordance with NRS 278.390. Based on that assumption, I believe the city can vacate a portion of the dedicated right-of-way to the abutting property owner pursuant to NRS 278.480. The language of NRS 278.480(1) allows "**any** abutting owner" to request a vacation of any street or easement owned by the city, "or any portion thereof." I interpret that to mean that an abutting property owner can request a vacation of a dedicated area even if the abutting parcels are located outside of the subdivision in which the right-of-way was dedicated.

You mentioned that the area was never used for a public purpose and is now just dirt. If the portion of the dedicated right-of-way has never been used for a public purpose, it should satisfy the requirement of NRS 278.480(5) that the public will not be materially injured by the proposed vacation.

Regarding the dedicated right-of-way not having been acquired from the abutting property owner's predecessor in interest, I think that only affects the issue of whether the city is entitled to compensation pursuant to NRS 278.480(8). That section provides that if the city acquired the dedicated area from the abutting property owners or their predecessors in interest, no payment is required for that portion of the dedicated area. Otherwise, the city can (but is not required to) ask for compensation. Either way, though, the city can vacate the portion of the dedicated right of way that isn't being used to the abutting property owner.

Please let me know if you have further questions about this.

David M. Stanton
Goicoechea, DiGrazia, Coyle & Stanton, Ltd.
P.O. Box 1358
530 Idaho Street
Elko, Nevada 89801
Ph. 775-738-8091 Fax 775-738-4220

PLEASE DO NOT FORWARD THIS EMAIL WITHOUT PERMISSION

IMPORTANT NOTICE: If this e-mail is being sent to a client, or a representative of a client, it contains privileged and confidential attorney-client communications. If this e-mail is received by an unintended recipient, please immediately destroy and delete this e-mail, and, in such event: (1) the preservation or distribution of this e-mail is strictly prohibited; and (2) the attorney-client and work product privileges are not waived.

On Monday, July 19, 2021, 4:46:15 PM PDT, Cathy Laughlin <claughlin@elkocitynv.gov> wrote:

Attached

Cathy Laughlin

City Planner

(775)777-7160 ph

(775)777-7219 fax

claughlin@elkocitynv.gov

City of Elko

1751 College Avenue

Elko, NV 89801

From: David M. Stanton <davidstanton@elkolawyers.com>
Sent: Monday, July 19, 2021 4:42 PM
To: Cathy Laughlin <claughlin@elkocitynv.gov>
Cc: Bob Thibault <bthibault@elkocitynv.gov>; Michele L. Rambo <mrambo@elkocitynv.gov>
Subject: Re: Vacation procedure issues

Cathy, Do you have a deed of dedication?

David M. Stanton

Goicoechea, DiGrazia, Coyle & Stanton, Ltd.

P.O. Box 1358

530 Idaho Street

Elko, Nevada 89801

Ph. 775-738-8091 Fax 775-738-4220

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IMPORTANT NOTICE: If this e-mail is being sent to a client, or a representative of a client, it contains privileged and confidential attorney-client communications. If this e-mail is received by an unintended recipient, please immediately destroy and delete this e-mail, and, in such event: (1) the preservation or distribution of this e-mail is strictly prohibited; and (2) the attorney-client and work product privileges are not waived.

On Monday, July 19, 2021, 11:47:34 AM PDT, Cathy Laughlin <claughlin@elkocitynv.gov> wrote:

Dave,

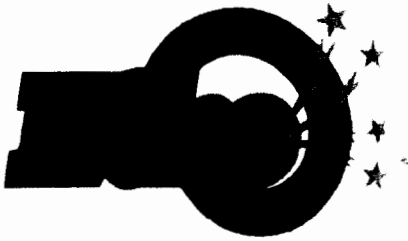
We have ran into an issue with a vacation request and we need your assistance.

The two lots outlined in cyan are owned by the applicant requesting the area outlined in red to be vacated. Keep in mind our GIS is off a bit as the property line is at the back of sidewalk on both sides. The area outlined in red was dedicated as right of way with the subdivision process for Tower Hills. It was intended to be a widened area of the street so people could pull off and get their mail but when the curb, gutter and sidewalk was built consistent with the rest of the street, the

City went ahead and approved that subdivision without making the developer build what was designed. Now it is just a patch of dirt and the new owner of the cyan outlined parcels would like it vacated to him so he can combine his lots and build one large house taking access from Deerfield Way. Because those parcels were not part of the subdivision that gave the dedication it complicated this as NRS states we have to sell it to abutting property owner. Can you please take a look at this as well as the NRS and let us know a procedure we need to go by for this.



5



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): Kenneth R. Moores Revocable Living Trust
MAILING ADDRESS: 371 Berry Creek Place, Spring Creek, Nevada 89815
PHONE NO (Home) (775) 934-4272 (Business) _____
NAME OF PROPERTY OWNER (If different): _____
(Property owner's consent in writing must be provided.)
MAILING ADDRESS: Same as Applicant
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):
ASSESSOR'S PARCEL NO.: 001-920-068 Address Deerfield Way & Stitzel Road
Lot(s), Block(s), & Subdivision _____
Or Parcel(s) & File No. Parcel 6, File No. 510614

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 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 the request.

RECEIVED

JUL 14 2021

OWNER(S) OF THE PROPERTY ABUTTING THE AREA BEING REQUESTED FOR VACATION:

Kenneth R. Moores Trust
(Name)

Corner of Stitzel Road & Deerfield Way, Elko, NV 89801
(Address)

OWNER(S) OF THE PROPERTY ABUTTING THE AREA BEING REQUESTED FOR VACATION:

(Name)

(Address)

1. Describe the nature of the request: The owner wishes to vacate a portion of Deerfield Way adjacent to Parcel 6, File No. 510614

2. Describe any utilities currently located in the area proposed for vacation, and if any are present how they will be addressed: The utility easements in the area are to remain in effect.

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 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 Kenneth R. Moores
(Please print or type)

Mailing Address 371 Berry Creek Place
Street Address or P.O. Box
Spring Creek, Nevada 89815
City, State, Zip Code

Phone Number: (775) 934-4272

Email address: kenmoores@frontiernet.net

SIGNATURE: *Ken Moores*

FOR OFFICE USE ONLY

File No.: 5-21 **Date Filed:** 7/14/21 **Fee Paid:** \$ 600 **EX#** 116517

**Elko City Council
Agenda Action Sheet**

1. Title: **Public hearing pursuant to NRS 268.059(1)(a) regarding the fair market value and possible sale at public auction of approximately 98,526 sq. ft. of City-owned property located generally on the Elko Regional Airport, designated as LEASE AREA N2. Discussion and possible motion determining that the annual market rent value of the property is \$29,558.00 in accordance with the appraisal of Jason Buckholz of CRBE, Inc., appraiser, and possible adoption of Resolution No. 25-21, a resolution of the Elko City Council finding it is in the best interest of the City to lease land LEASE AREA N2 and hereby declaring its intention to lease such property at public auction pursuant to City Code Section 8-1-3 and NRS 268.062, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **September 28, 2021**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **REACH Air Medical has petitioned the City of Elko to lease airport owned property identified as Lease Area N2 located on the Elko Regional Airport. Council accepted the petition and authorized Staff to obtain the required appraisal and proceed with the statutory process of leasing the parcel at public auction as required by NRS 268.062. JF**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Appraisal, Affidavit of posting, Lease agreement, Resolution**
9. Recommended Motion: **Accept the fair market value as determined at the public hearing and adopt Resolution No. 25-21 and set the matter for public auction.**
10. Prepared By: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **City Attorney**
12. Council Action:
13. Agenda Distribution: **TOM LIEBMAN**
 Northern Nevada Regional Director
 C: 412.715.5444
 www.globalmedicalresponse.com

CBRE VALUATION & ADVISORY SERVICES

MARKET RENT ESTIMATE

ELKO AIRPORT GROUND LEASE

ELKO AIRPORT AREA N2

ELKO, NEVADA 89801

CBRE GROUP, INC. FILE NO. 21-224NW-5743-1

ELKO REGIONAL AIRPORT

VALUATION & ADVISORY SERVICES

CBRE

6900 S. McCarran, Suite 3000
Reno, NV 89509

T 775-356-6118
F 775-356-6181

www.cbre.com

Date of Report: August 31, 2021

Mr. Reece Keener
Mayor
ELKO REGIONAL AIRPORT
975 Terminal Way
Elko, Nevada 89801

RE: Market Rent Estimate of: Elko Airport Ground Lease
Elko Airport Area N2
Elko, Elko County, Nevada 89801
CBRE, Inc. File No. 21-224NW-5743-1

Dear Mr. Keener:

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

The subject is a 2.26-acre (98,526 sq. ft.) tract of vacant land (industrial) located at Elko Airport Area N2 in Elko, Nevada. The area reflects a proposed ground leased pad north of the runway. The site is located within the secure airport perimeter. The site has access to utilities and will have security, secure access and other services such as snow removal. The site has an LOI from an undisclosed user.

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

MARKET VALUE CONCLUSION				
Appraisal Premise	Interest Appraised	Date of Value	AnnualMarket Rent Estimate	Market Rent \$'s/SF/YR
As Is	Fee Simple Estate	August 1, 2021	\$29,558	\$0.30
Compiled by CBRE				

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

This is a Restricted Report that is intended to comply with the reporting requirements set forth under Standards Rule 2 of the Uniform Standards of Professional Appraisal Practice for a Restricted Report. As such, it presents limited discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses has been retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the

client and for the intended use stated herein. The reader is hereby advised that the report may not contain all the supporting rationale for the opinions and conclusions set forth in the report.

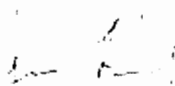
The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set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

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

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

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



Jason Buckholz
Senior Appraiser
NV Certified General Appraiser #A.0007369-
CG
Expires: June 30, 2023
Phone: (775) 823-6931
Email: jason.buckholz@cbre.com

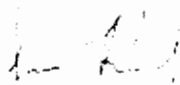


Tom Baroch, MAI
Managing Director
NV Certified General Appraiser #A.0207981-
CG
Expires: August 31, 2021
Phone: (303) 628-7474
Email: Tom.baroch@cbre.com

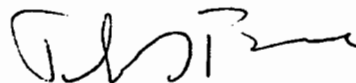
Certification

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, Tom Baroch, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.
11. As of the date of this report, Jason Buckholz has completed the Standards and Ethics Education Requirements for Candidates/Practicing Affiliates of the Appraisal Institute.
12. Jason Buckholz has and Tom Baroch, MAI 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 Tom Baroch, MAI 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



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

Subject Photographs



Aerial View



Typical Westerly View Across the Subject



Typical Southerly View Across the Subject



Typical Street View of the Subject



Typical View of the Subject - Entrance



Looking East from the Subject



Typical Street Frontage along Aspen Way

Executive Summary

Property Name	Elko Airport Ground Lease	
Location	Elko Airport Area N2 Elko, Elko County, NV 89801	
Parcel Number(s)	001-660-106	
Client	ELKO REGIONAL AIRPORT	
Property Rights Appraised	Leased Fee Interest	
Date of Inspection	August 1, 2021	
Primary Land Area	2.26 AC	98,526 SF
Zoning	ZPC	
VALUATION	Annual Total	Per SF
Market Rent Indication	\$29,558	\$0.30

CONCLUDED MARKET VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Annual Market Rent Estimate
As Is	Fee Simple Estate	August 1, 2021	\$29,558
Compiled by CBRE			

EXTRAORDINARY ASSUMPTIONS

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

- None noted.

HYPOTHETICAL CONDITIONS

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

- None noted.

OWNERSHIP AND PROPERTY HISTORY

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

¹ The Appraisal Foundation, USPAP, 2020-2021

² The Appraisal Foundation, USPAP, 2020-2021

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

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ADDENDA

A Client Contract Information

B Qualifications

Scope of Work

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

INTENDED USE OF REPORT

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

CLIENT

The client is ELKO REGIONAL AIRPORT.

INTENDED USER OF REPORT

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

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

PURPOSE OF THE APPRAISAL

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

DEFINITION OF VALUE

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

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

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

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

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

INTEREST APPRAISED

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

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

Extent to Which the Property is Identified

The property is identified through the following sources:

- assessor's records

Extent to Which the Property is Inspected

Jason Buckholz inspected the subject site and surrounding areas on the effective date of value.

Type and Extent of the Data Researched

CBRE reviewed the following:

- zoning requirements
- flood zone status
- demographics

Data Resources Utilized in the Analysis

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

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

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

PLAT MAP



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

EXHIBIT A**LEGAL DESCRIPTION OF LEASE AREA N2**

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

Beginning at a point that bears North $10^{\circ}32'16''$ East, a distance of 493.25 feet from the Elko Regional Airport survey control monument "Cessna";
Thence, North $45^{\circ}49'00''$ West, a distance of 399.90 feet;
Thence, North $44^{\circ}11'00''$ East, a distance of 247.07 feet;
Thence, South $45^{\circ}37'09''$ East, a distance of 399.90 feet;
Thence, South $44^{\circ}11'00''$ West, a distance of 245.69 feet, more or less, to the point of beginning.

Said Lease Area N2 contains an area of $\pm 98,526$ square feet, or ± 2.262 acres.

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

Elko Regional Airport survey control monument "Cessna"

N 2847077.14

E 599834.56

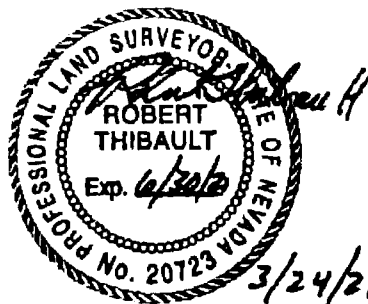
Elko Regional Airport survey control monument "Piper"

N 28469096.94

E 599075.75

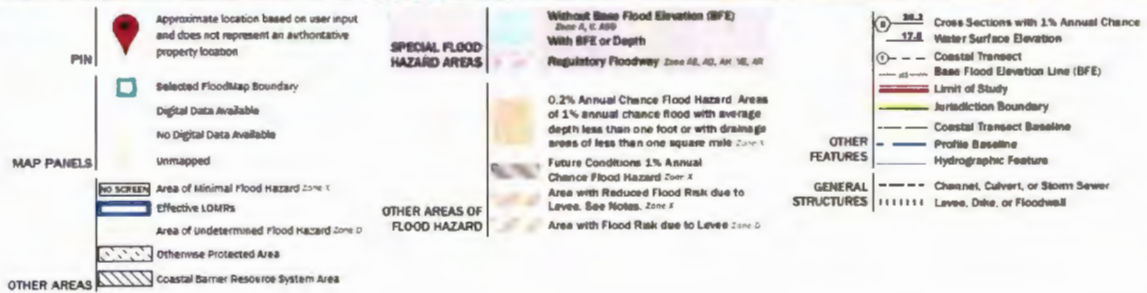
With a bearing of South $24^{\circ}18'17''$ West and distance of 1,843.60 feet from Cessna to Piper.

Description prepared by:
Robert Thibault, PE, PLS
City of Elko Civil Engineer





FLOOD PLAIN MAP



Site Analysis

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

SITE SUMMARY AND ANALYSIS			
Physical Description			
Net Site Area	2.26 Acres	98,526 Sq. Ft.	
Average Depth	n/a		
Excess Land Area	None	n/a	
Surplus Land Area	None	n/a	
Shape	Rectangular		
Topography	Generally level		
Parcel Number(s)	001-660-106		
Zoning District	ZPC		
Flood Map Panel No. & Date	32007C5608E	4-Sep-13	
Flood Zone	Zone X (Unshaded)		
Adjacent Land Uses	Parking and industrial		
Earthquake Zone	n/a		
Comparative Analysis		Rating	
Visibility	Good		
Functional Utility	Average		
Traffic Volume	Average		
Adequacy of Utilities	Average		
Drainage	Assumed Adequate		
Utilities		Provider	Availability
Water	City of Elko		Yes
Sewer	City of Elko		Yes
Natural Gas	NV Energy		Yes
Electricity	NV Energy		Yes
Other		Yes	No
Detrimental Easements			Unknown
Encroachments			X
Deed Restrictions			X
Reciprocal Parking Rights		X	
Source: Various sources compiled by CBRE			

EASEMENTS AND ENCROACHMENTS

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

COVENANTS, CONDITIONS AND RESTRICTIONS

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

COMMENTS/CONCLUSION

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

Zoning

The following chart summarizes the subject's zoning requirements.

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

Market Rent Estimate

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

GROUND LEASE SUMMARY		
Lessor		City of Elko
Lessee		Confidential
Size (SF)		98,526
Commence Date		TBD
Remaining Lease Term (Base Lease)		30 Years
No. & Term of Options		None
Contract Rental Rate	Total \$/Yr.	\$/SF/Yr.
Base Lease Term	\$27,587	\$0.28
Expenses		Paid by Lessee
% Rent Clause:		None
Source: Lease		

The subject's ground rent is proposed at \$.28 per square foot per year. It is also noted that the City of Elko has a statute that states land within the airport shall be leased at \$.28 per square foot per year yet the site has to go to public auction prior to any lease being executed. Thus, it is not uncommon for sites to lease for greater than \$.28 per square foot.

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

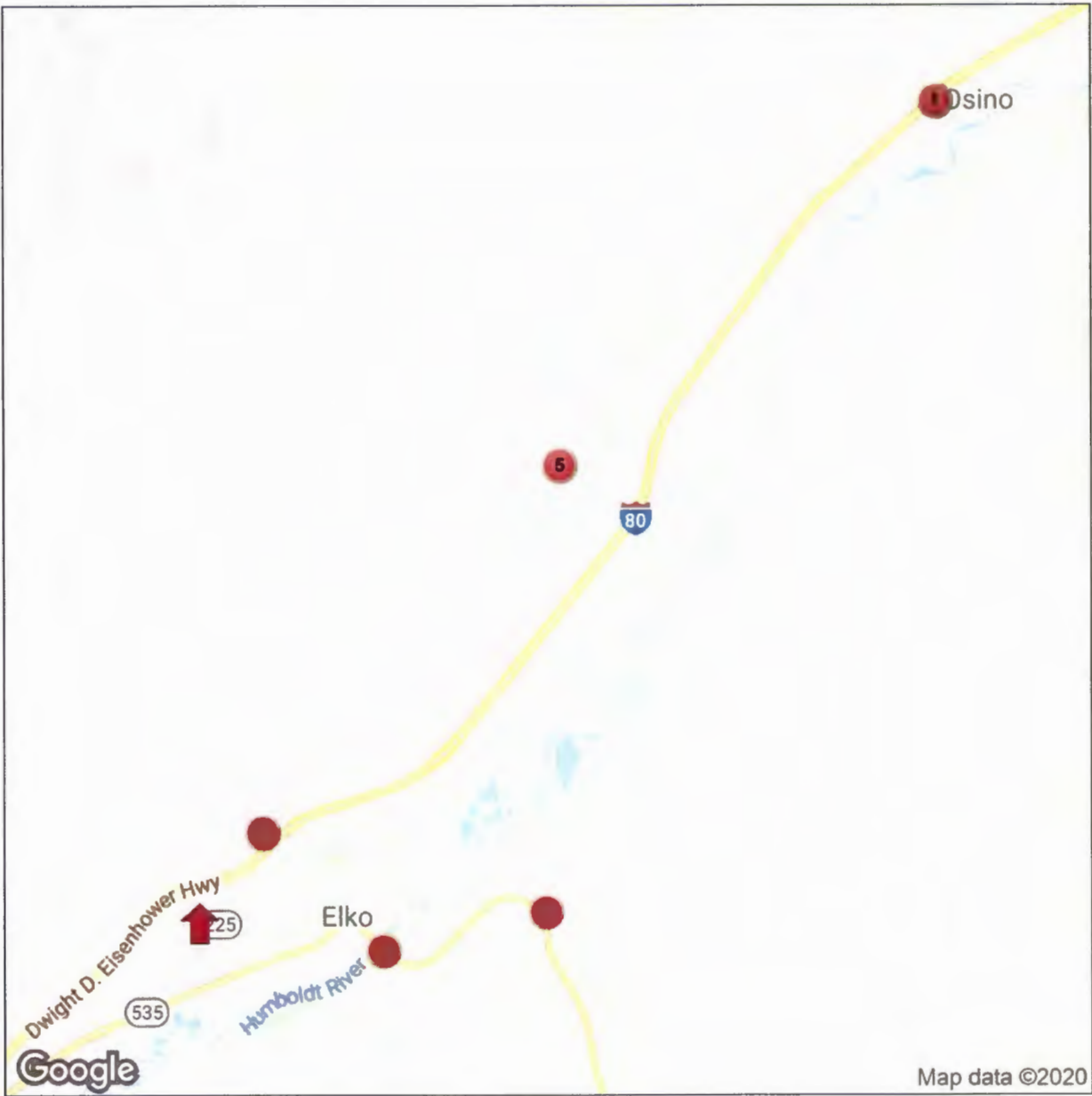
SUMMARY OF COMPARABLE LAND RENTALS								
No.	Property Name and Location	Tenant Name	Lease Area (SF)	Lease Term	Options	Base Rent	Reimbursements	Escalations
1	700 Aspen Way Elko, NV APN: 001-660-105	MP Elko II, LLC	531,868	25.0 Yrs.	2 @ 10 Yrs	\$0.10 PSF	NNN	0.50%
2	2953 Manzanita Drive Elko, NV APN: 001-560-040	CAL Stores Companies	22,215	3.0 Yrs.	1 @ 2 Yrs	\$0.30 PSF	NNN	Step
3	975 Terminal Way Elko, NV Elko Regional Airport	Various	2,500 - 30,000	25 - 45 Yrs	Neg.	\$0.28 PSF	MG	None
4	Parcel B1 & F Reno NV Reno-Stead Airport	Hall Bonanza, LLC	4,452-10,625	30.0 Yrs.		\$0.27 PSF	NNN	CPI
5	South Lake Tahoe Regional Airport	Quoted	Neg.	10-50 Yrs		\$0.30 PSF	NNN	None
6	403 W. Idaho Street Elko, NV APN: MU041079	CDC Investment Partners	114,998	10 Yrs.	1 @ 10 Yrs	\$0.56 PSF	NNN	3.00%
7	Elko Airport - N1 Elko, NV Elko Regional Airport	Classic Air also Hadli Air One	49,069	20.0 Yrs.	None	\$0.34 PSF	NNN	2.00%
8	Elko Regional Airport Elko, NV	Dispatch Center	120,661	20.0 Yrs.	None	\$0.33 PSF	NNN	2.00%
Subj.	Elko Airport Ground Lease Elko Airport Area N2, Elko, Nevada	Confidential	98,526	---	---	\$0.28 PSF	NNN	CPI
Compiled by CBRE								

Comparable 1 is located at the NE corner of the airport near Mt. City Highway. The site is being leased for the development of a retail center and is considered superior in terms of location and

appeal. Comparable 2 is located behind the Elko Mall with limited street visibility yet is also considered a retail location superior to the subject. Comparable 3 represents various ground leases located within the Elko Airport. Comparable 4 reflects a lease located on a small airport that operates as a public and military general aviation airport and is in-line with other rent comparables. Comparable 5 is an asking rent at another small airport and is in-line with other comparables. Comparable 6 is an industrial site that is leased from the railroad. The site has a superior location and reflects the high end of a reasonable range. Comparables 7 and 8 are also ground leases at the airport. Comparable 7 is a new lease that went to auction at \$.28 per square foot per month and was bid up to \$.34 per square foot, noting that the intended user of the subject site was involved in the bidding. The 20 year lease Commenced in March 2021 and includes 2% rent increases. Comparable 8 is reflective of a ground lease to the Dispatch Center who renewed their lease in October 2017 and includes 2% annual increases.

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

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



SUMMARY OF COMPARABLE LAND SALES									
No.	Property Location	Transaction Type	Date	Zoning	Actual Sale Price	Size (Acres)	Size (SF)	Price Per Acre	Price Per SF
1	9102 E. Idaho St. Elko, NV APN: 006-320-038	Sale	Nov-19	M1	\$3,602,000	30.00	1,306,800	\$120,067	\$2.76
2	N. 5th Street & Spruce - Parcel #3 Elko NV APN: 001-610-102	Sale	Apr-19	LI	\$165,000	0.94	40,946	\$175,532	\$4.03
3	1440 Stitzel Road Elko, NV APN: 001-920-018	Sale	Aug-18	ZR	\$130,000	1.00	43,560	\$130,000	\$2.98
4	404 S. 5th Street Elko, NV APN: 001-422-002	Sale	May-18	ZC	\$107,500	0.61	26,528	\$176,519	\$4.05
5	133 S. 15th Street Elko, NV APN: 001-630-18	Sale	Apr-19	ZR	\$298,000	2.00	87,120	\$149,000	\$3.42
Subject Elko Airport Area N2, Elko, Nevada		---	---	Industrial Use	---	2.26	98,526	---	---
¹ Adjusted sale price for cash equivalency and/or development costs (where applicable) Compiled by CBRE									

SUMMARY OF ADJUSTMENTS

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

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

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

CONCLUSION

After adjustments, the comparables indicate a range in land value for the subject of \$3.28 to \$3.83 per square foot. We have next applied a return on cost estimate ranging from 7.5% to 10% for each comparable. The comparables indicate a range in market rent of \$0.25 to \$0.38 per square foot which generally bracket the subject's proposed rent of \$.28 per square foot. Overall a market rent near the low to middle of the range is deemed appropriate for the subject given its location, larger size and limited street frontage and access, but the likelihood of being bid up at auction above the floor rate of \$0.28 per square foot. The following table presents the valuation conclusion:

CONCLUDED MARKET RENT				
Rent \$'s PSF		Subject SF		Total Rent
\$0.25	x	98,526	=	\$24,632
\$0.38	x	98,526	=	\$37,440
\$0.28		Average	=	\$27,587
Indicated Value:				\$29,558
(Rounded \$ PSF)				\$0.30
Compiled by CBRE				

Assumptions and Limiting Conditions

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

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

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

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

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

ADDENDA

Addendum A

CLIENT CONTRACT INFORMATION

Proposal and Contract for Services

July 28, 2021

Jim Foster
Airport Manager
ELKO REGIONAL AIRPORT
975 Terminal Way
Elko, NV 89801
Phone: 775.777.7194
Email: jfoster@elkocitynv.gov

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

Jason Buckholz
Senior Appraiser

RE: Assignment Agreement
Land
Elko Land, Elko Airport Area N2
Elko, NV 89801

Dear Ms. Archuleta:

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

PROPOSAL SPECIFICATIONS

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

Inspection:	CBRE will conduct a physical inspection of the subject property and its surrounding environs on the effective date of appraisal.
Valuation Approaches:	All three traditional approaches to value will be considered.
Report Type:	Standard Appraisal Report
Appraisal Standards:	USPAP
Appraisal Fee:	\$2000
Expenses:	Fee includes all associated expenses
Retainer:	A retainer is not required for this assignment
Delivery Instructions:	CBRE encourages our clients to join in our environmental sustainability efforts by accepting an electronic copy of the report. An Adobe PDF file via email will be delivered to jfoster@elkocitynv.gov. The client has requested No (0) bound final copy (ies).
Delivery Schedule:	
Preliminary Value:	Not Required
Draft Report:	Not Required
Final Report:	21 business days after the Start Date
Start Date:	The appraisal process will start upon receipt of your signed agreement, the retainer, and the property specific data.
Acceptance Date:	These specifications are subject to modification if this proposal is not accepted within 7 business days from the date of this letter.

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

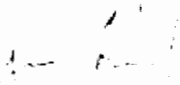
We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.

Sincerely,

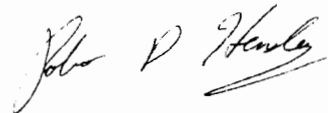
CBRE, Inc.
Valuation & Advisory Services

Respectfully submitted, as agent for CBRE Inc.

CBRE - VALUATION & ADVISORY SERVICES




Jason Buckholz
Senior Appraiser
NV Certified General Appraiser #A.0007369-CG
Expires: June 30, 2023
Phone: (775) 842-2530
Email: jason.buckholz@cbre.com



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

AGREED AND ACCEPTED

FOR ELKO REGIONAL AIRPORT ("CLIENT"):

	8/2/2021
_____ Signature	_____ Date
Jim Foster _____ Name	Airport Manager _____ Title
775.777.7194 _____ Phone Number	jfoster@elkocity.com _____ E-Mail Address

ADDITIONAL OPTIONAL SERVICES

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

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

_____ Initial Here

TERMS AND CONDITIONS

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

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

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

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

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

Proposal and Contract for Services

SPECIFIC PROPERTY DATA REQUEST

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

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

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

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

Addendum B

QUALIFICATIONS

Jason Buckholz

Senior Appraiser, Reno, NV



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

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

Clients Represented

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

Experience

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

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

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

Professional Affiliations / Accreditations

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

Employment Experience

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

APPRAISER CERTIFICATE
STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION

Change A change in the name of the business or the location of an office must be made to the Division within **ten days** after any change has been made. Attach this certificate, pocket card and original intern registrations, if any, to a completed change form (536) and location of records form (555).

Renewal As a courtesy, the Real Estate Division will send a renewal notice to your business address approximately 45 days prior to your renewal date. Renewal information is online at red.nv.gov.



Nevada Department of Business and Industry
Real Estate Division

CERTIFIED GENERAL APPRAISER

JASON R BUCKHOLZ

Certificate Number
A.0007369-CG

Expiration Date
June 30, 2023

Certificate Location
CBRE
6900 S MCCARRAN BLVD STE #3000
RENO, NV 89509

Void Unless
Signed in Ink

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: June 29, 2021

Expire Date: June 30, 2023

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

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

REAL ESTATE DIVISION

SHARATH CHANDRA
Administrator



Tom Baroch, MAI

Medical Office & Healthcare | National Practice



Managing Director
Mountain Northwest Region
National Practice Leader

O +01 303.628.7474

M +01 303.349.7474

tom.baroch@cbre.com

1225 17th Street | Suite 3200
Denver, CO 80202

Professional Background

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

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

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

Industry Involvement

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

Education

San Diego State University, B.S.

- Major: Biology

Appraisal Institute

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

APPRAISER CERTIFICATE

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That : THOMAS D BAROCH

Certificate Number: A.0207981-CG

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

Issue Date: August 8, 2019

Expire Date: August 31, 2021

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

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

REAL ESTATE DIVISION

SHARATH CHANDRA
Administrator



EXHIBIT A

LEGAL DESCRIPTION OF LEASE AREA N2

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

Beginning at a point that bears North 10°32'16" East, a distance of 493.25 feet from the Elko Regional Airport survey control monument "Cessna";
Thence, North 45°49'00" West, a distance of 399.90 feet;
Thence, North 44°11'00" East, a distance of 247.07 feet;
Thence, South 45°37'09" East, a distance of 399.90 feet;
Thence, South 44°11'00" West, a distance of 245.69 feet, more or less, to the point of beginning.

Said Lease Area N2 contains an area of $\pm 98,526$ square feet, or ± 2.262 acres.

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

Elko Regional Airport survey control monument "Cessna"

N 2847077.14

E 599834.56

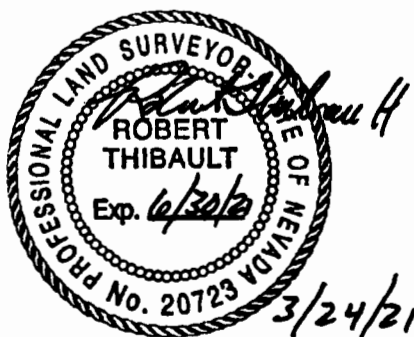
Elko Regional Airport survey control monument "Piper"

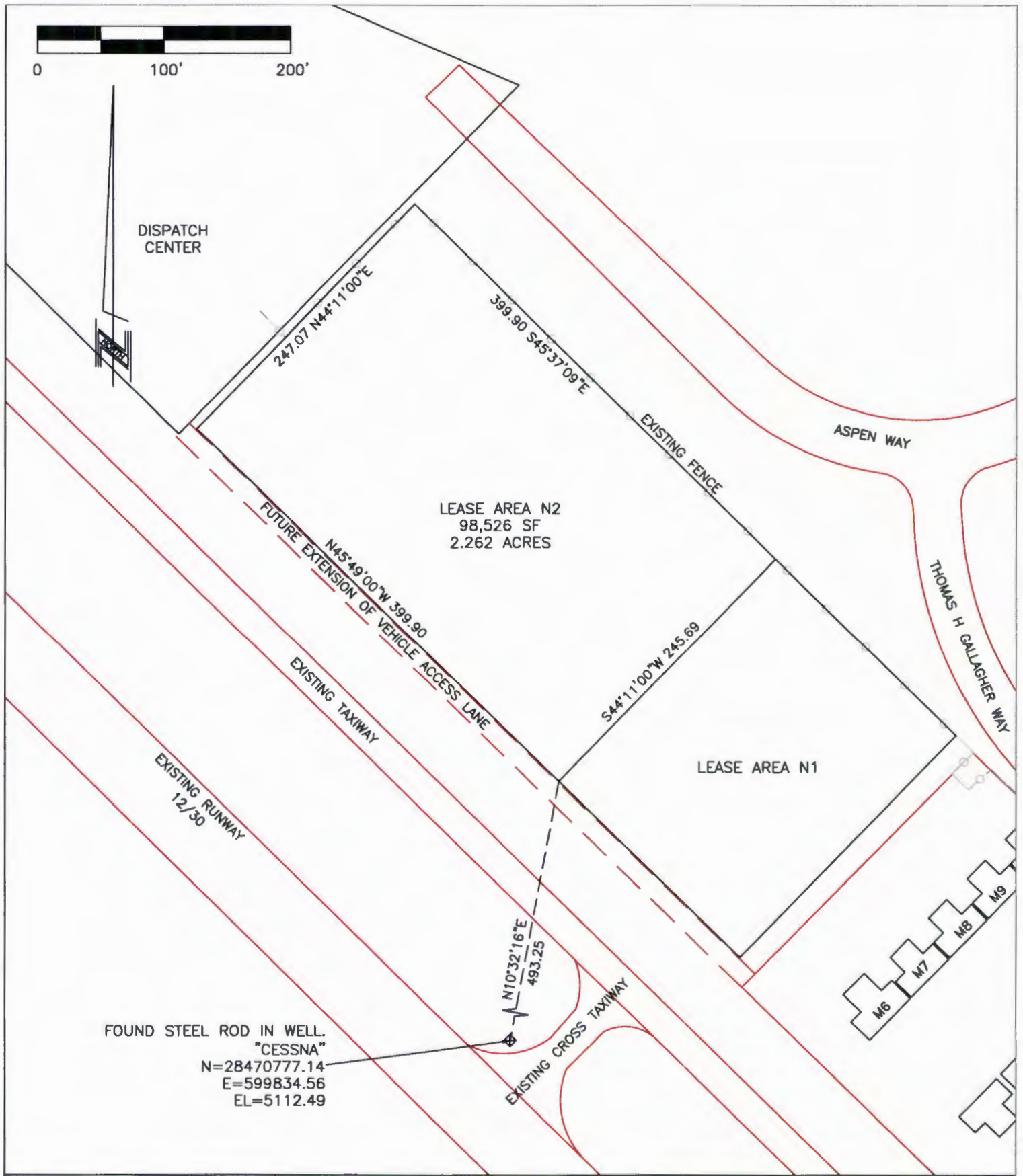
N 28469096.94

E 599075.75

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

Description prepared by:
Robert Thibault, PE, PLS
City of Elko Civil Engineer





ELC
CITY OF ELKO
1781 COLLIER AVE.
ELKO, NEVADA 89601
775-777-7210

SCALE
HORIZ. 1"=100'
VERT. _____
JOB No. _____

EXHIBIT B
MAP OF LEASE AREA N 2
FOR THE ELKO REGIONAL AIRPORT

DESIGNED BY: BT
DRAWN BY: JCHD CSD 2008
CHECKED BY: BT
DATE: 3/24/2011

IN SECTION 16, T 34 N,
R 55 E, M.D.B.&M.

U:\Vipart\2015-Lease-working files\2015-LEASE-MASTER-DRAWINGS.dwg

LEASE AGREEMENT
(Ground Lease for Commercial Aeronautical Uses)

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2021 (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 REACH Air Medical Services, LLC, a California limited-liability company, hereinafter referred to as "Lessee."

W I T N E S S E T H :

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

SECTION 1
PROPERTY

1.01 Description. Lessor does hereby lease to Lessee, and the Lessee does hereby lease from Lessor, that certain parcel of land situate, lying and being on a Portion of the Elko Regional Airport, City of Elko, Elko County, State of Nevada (APN 001-660-106), consisting of 2.262 acres, more or less, and which parcel (hereinafter "Leased Premises") is more particularly described on **Exhibit A** attached hereto and shown on the map as **Exhibit B** (identified as "Lease Area N2," which are made a part hereof by this reference.

SECTION 2
TERM OF LEASE

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

2.02 Option to Extend. At the expiration of the Initial Term, if this Lease shall then be in full force and effect and the Lessee shall have fully and timely performed all of the terms and conditions, the Lessee shall have the option to extend this Lease for five (5) additional years subject to the same terms and conditions. The option to extend must be exercised in writing by the Lessee not later than sixty (60) days prior to the expiration of

the Initial Term, and if the Lessor does not receive written notice of the exercise of this option on or before such date, this option shall terminate on that date, time being of the essence. The Initial Term and any extension thereto are collectively referred to herein as the "Term."

SECTION 3

RENT

3.01 Annual Rent. Lessee agrees to pay to Lessor as rent for the Leased Premises for the sum of **\$29,558.00 per year** (calculated on the basis \$0.30 per square foot per year).

3.02 Initial and Monthly Payment of Rent. Thirty (30) calendar days after the public auction at which the Lessee was the successful bidder on this Lease, Lessee agrees to pay to Lessor as rent for the premises an initial prorated sum of \$_____ for the corresponding fraction of the first month of the Lease and, on the first day of each month thereafter, equal payments of **\$2,463.17** per month with the final payment of the year adjusted for all amounts due as set forth in Section 3.01 thereafter, subject to annual increases as set forth in Section 3.03, below, payable on the first day of each and every month during the Term.

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

SECTION 4

LIMITATION ON OCCUPANCY OF LEASED PREMISES

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

SECTION 5

USE OF LEASED PREMISES

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

SECTION 6
LESSEE'S RESPONSIBILITIES

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

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

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

SECTION 7
REMOVAL OF PROPERTY UPON TERMINATION OF LEASE

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

SECTION 8
INDEMNIFICATION AND HOLD HARMLESS

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

SECTION 9
CONDUCT BY LESSEE

9.01 Compliance with Applicable Laws. Lessee shall conduct and handle the Leased Premises in a lawful and orderly manner and shall comply with all city, county,

state and federal laws, rules, regulations, ordinances and codes, as well as administrative rules and regulations governing the use of property and conduct of operations at Elko Regional Airport. A copy of the Elko Regional Airport Rules and Regulations is attached hereto as **Exhibit C**.

SECTION 10

WASTE

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

SECTION 11

DEFAULT AND TERMINATION

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

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

SECTION 12

QUIET POSSESSION

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

SECTION 13

IMPROVEMENTS

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

SECTION 14

AIRPORT MASTER PLAN

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

SECTION 15

ASSIGNMENT

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

SECTION 16

LIENS / ENCUMBRANCES

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

SECTION 17 **INSPECTION**

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

SECTION 18 **ADDITIONAL TERMS**

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

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

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

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

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

REACH Air Medical
801 Murray Way
Elko, NV 89801

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

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

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

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

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

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

18.11 Non-Discrimination. Lessee shall comply with the requirements set forth in the document attached hereto at **Exhibit E** entitled "Civil Rights Non-Discrimination."

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the day and year first above written.

LESSOR:

CITY OF ELKO, NEVADA

LESSEE:

**REACH AIR MEDICAL SERVICES,
LLC**

By: _____
REECE KEENER, MAYOR

By: _____

ATTEST:

Its: _____

**KELLY WOOLDRIDGE,
CITY CLERK**

EXHIBIT A

EXHIBIT B

EXHIBIT C

RULES AND REGULATIONS

CHAPTER I **GENERAL PROVISIONS**

SECTION 1. Definitions

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

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

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

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

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

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

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

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

SECTION 2. Airport Director

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

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

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

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

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

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

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

SECTION 3. Rules and Regulations

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

SECTION 4. Special Events

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

SECTION 5. Public Use

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

SECTION 6. Common Use Area

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

SECTION 7. Vehicular Traffic

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

SECTION 8. Advertising

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

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

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

SECTION 10. Operators to Keep Rules Available

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

CHAPTER II
AIRPORT OPERATIONS AND AIRPORT TRAFFIC

SECTION 1. General

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

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

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

SECTION 2. Ground Rules

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

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

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

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

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

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

SECTION 3. Fire Regulations

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

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

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

CHAPTER III

AIRPORT OPERATORS, LEASES, AND CONCESSIONS

SECTION 1. Business Activities.

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

SECTION 2. Application.

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

SECTION 3. Action on Application.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. Supporting Documents

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

SECTION 5. Airport License and Leases Non-Transferable

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

SECTION 6. Tie-down Rates

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

SECTION 7. Refuse

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

SECTION 8. Approval of Construction

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

SECTION 9. Operation Area.

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

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

SECTION 10. Fixed Base Operator

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

SECTION 11. Waiver of Chapter III

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

SECTION 12. Business Name

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

SECTION 13. Damage Repair by The City

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

CHAPTER IV **PENALTIES**

SECTION 1. General

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

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

SECTION 2. Appeals

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

SECTION 3. Enforcement

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

CHAPTER V

GOVERNMENT AGREEMENTS

SECTION 1. War or National Emergency

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

EXHIBIT D

Additional Terms Required
by FAA Safety/Compliance Inspector

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit E

CIVIL RIGHTS NON-DISCRIMINATION

1. LESSEE agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If LESSEE transfers its obligation to another, the transferee is obligated in the same manner as LESSEE. This provision obligates LESSEE for the period during which the property is used or possessed by LESSEE and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
2. During the performance of this Agreement, LESSEE for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:
 - A. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - B. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - D. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - F. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - G. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by

expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - I. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).
3. LESSEE, including personal representatives, 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 ground of race, color, or national origin, will 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 ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that LESSEE will use the premises in

compliance with all other requirements imposed by or pursuant to the list of non-discrimination acts and authorities, as enumerated in the preceding subsection. In the event of breach of any of the above nondiscrimination covenants, CITY will have the right to terminate this Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the Agreement had never been made or issued.

4. During the performance of this Agreement, LESSEE, for itself, its assignees, and successors in interest, agrees as follows:

- A. Nondiscrimination: LESSEE, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. LESSEE will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- B. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by LESSEE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by LESSEE of contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities.
- C. Information and Reports: LESSEE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by CITY or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, LESSEE will so certify to CITY or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- D. Sanctions for Noncompliance: In the event of LESSEE'S noncompliance with the non-discrimination provisions of this Agreement, CITY will impose such contract

sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.

- E. Incorporation of Provisions: LESSEE will include the provisions of this subsection in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. LESSEE will take action with respect to any subcontract or procurement as CITY or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if LESSEE becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, LESSEE may request CITY to enter into any litigation to protect the interests of CITY. In addition, LESSEE may request the United States to enter into the litigation to protect the interests of the United States.

CITY OF ELKO
Resolution No. 25-21

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

WHEREAS, the City Council has determined to proceed with the process of leasing approximately 2.262 (98,526 SF) acres of City-owned land located on the Elko Regional Airport, Elko County, Nevada (hereinafter the "Property") through the public auction process, as set forth in Elko City Code Title 8, Chapter 1;

WHEREAS, the property is legally described as:

LEGAL DESCRIPTION OF LEASE AREA N2

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

Beginning at a point that bears North 10°32'16" East, a distance of 493.25 feet from the Elko Regional Airport survey control monument "Cessna";
Thence, North 45°49'00" West, a distance of 399.90 feet;
Thence, North 44°11'00" East, a distance of 247.07 feet;
Thence, South 45°37'09" East, a distance of 399.90 feet;
Thence, South 44°11'00" West, a distance of 245.69 feet, more or less, to the point of beginning.

Said Lease Area N2 contains an area of ±98,526 square feet, or ±2.262 acres

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

Elko Regional Airport survey control monument "Cessna"

N 2847077.14

E 599834.56

Elko Regional Airport survey control monument "Piper"

N 28469096.94

E 599075.75

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

TOGETHER WITH all and singular the tenements,

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

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

An appraisal by CBRE, Inc. with an annual market rent estimate of \$29,558.00 or \$0.30 SF per year as of August 2021;

WHEREAS, the City Council held a public hearing on September 28, 2021 regarding the annual market rent estimate of the property and affirmed that the annual market rent estimate established by CBRE, Inc. of \$29,558.00 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 \$29,558.00, 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 98,526 square feet or 2.262 acres parcel of City owned land located on the Elko Regional Airport, Elko County, Nevada and more particularly described above, shall be offered for lease at a public auction during the regularly held City Council Meeting on the October 26, 2021 at 5:30 o'clock p.m. at Elko City Hall, 1751 College Avenue, Elko, Nevada, or at such other place as the City Council shall hold its regular meeting.

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

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

B. The annual rental for the property shall be an amount equal to or greater than \$29,558.00, which shall be payable in equal monthly payments throughout the lease term, except for portions of months, which shall be prorated;

C. Annual increases shall be an amount equal to two percent (2%) over the annual rental amount effective in the month preceding such anniversary date; and

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

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

4. All bids must be in writing, sealed, addressed to the Elko City Council, and filed with the City Clerk at the City Office no later than 5:30 p.m. on the date of said public meeting, must comply with the terms and conditions of this Resolution, and must comply with Title 8, Chapter 1 of the Elko City Code, as amended or supplemented. Bids must propose an annual rental in the amount of \$29,558.00 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 \$29,558.00 will be finally accepted, unless a higher oral bid is accepted at the public auction or the City Council rejects all bids in accordance with NRS 268.062(3)(a).

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

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

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

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

10. Without limiting any obligation of the lessee, execution of the lease by the City is expressly conditioned upon prior satisfaction of the following conditions of the lessee within ten

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

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

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

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

PASSES AND ADOPTED this 28th day of September 2021.

END OF RESOLUTION AND ORDER.

DATED this 28th Day of September 2021.

ATTEST:

CITY OF ELKO

By: _____
REECE KEENER, Mayor

KELLY WOOLDRIDGE, City Clerk

VOTE:

AYES:

NAYES: None

ABSENT: None

ABSTAIN: None

NOTICE OF ADOPTION OF CITY OF ELKO
RESOLUTION NO. 25-21 AND TIME AND PLACE OF CITY COUNCIL
MEETING FOR LAND LEASE BY PUBLIC AUCTION

Notice is hereby given that the Elko City Council intends to offer a Twenty-year (renewable) lease, by a public auction in the manner provided in the Elko City Code, Title 8, Chapter 1, as amended or supplemented, at its office in the City Hall, 1751 College Avenue, or at such other place as the City Council shall hold its regular meeting, on Tuesday, October 26, 2021, at 5:30 p.m., for the property located in the City of Elko, State of Nevada, more particularly described as follows:

LEGAL DESCRIPTION OF LEASE AREA N2

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

Beginning at a point that bears North $10^{\circ}32'16''$ East, a distance of 493.25 feet from the Elko Regional Airport survey control monument "Cessna";
Thence, North $45^{\circ}49'00''$ West, a distance of 399.90 feet;
Thence, North $44^{\circ}11'00''$ East, a distance of 247.07 feet;
Thence, South $45^{\circ}37'09''$ East, a distance of 399.90 feet;
Thence, South $44^{\circ}11'00''$ West, a distance of 245.69 feet, more or less, to the point of beginning.

Said Lease Area N2 contains an area of $\pm 98,526$ square feet, or ± 2.262 acres

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

Elko Regional Airport survey control monument "Cessna"

N 2847077.14

E 599834.56

Elko Regional Airport survey control monument "Piper"

N 28469096.94

E 599075.75

With a bearing of South $24^{\circ}18'17''$ West and distance of 1,843.60 feet from Cessna to Piper.

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

thereof, or of any part thereof.

The City has adopted Resolution No. 25-21 declaring its intention to lease the property at Public Auction. A copy of the resolution has been posted in the following three public places in Elko County:

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

All bids must be in writing, sealed, addressed to the Elko City Council, and filed with the City Clerk at the City Office no later than 5:30 p.m. on the date of said public meeting, must comply with the terms and conditions of this Notice, and must comply with Title 8, Chapter 1 of the Elko City Code, as amended or supplemented. The City has caused a market rent estimate for the property to be determined by one (1) appraiser and has held a public hearing on the matter of the annual market rent for the real property. The appraised market rent estimate for the real property being offered, which is the minimum annual rental for the rental property, is \$29,558.00.

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

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

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

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

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

Without limiting any obligation of the lessee, execution of the lease by the City will be expressly conditioned upon prior satisfaction of the following conditions of the lessee within ten (10) business days of the date of acceptance of the highest bid by the City Council: (a) execution and delivery of the approved lease now available for review in the Office of the Elko City Clerk, containing the lessee's signature to the City, (b) 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 28th day of September 2021.

KELLY WOOLDRIDGE, City Clerk

Publish: Elko Daily Free Press – October 8th, October 15th and October 22nd, 2021

Advertising Invoice

Elko Daily Free Press

3720 Idaho St.
Elko, NV 89801

Phone: 775-748-2738
Fax: 775-738-2155

ELKO REGIONAL AIRPORT
975 TERMINAL WAY
ELKO, NV 89801

Cust. 60002834 Phone (775) 777-7192

INVOICE# 69658 Date: 9/20/21

Qty	Description	Unit Cost	Total
	NOTICE PUBLIC HEARING/AIRPORT LEASE		\$108.06

Please return a copy with payment

\$108.06

To charge this amount to your credit card, please complete the following information and
return to the address above: ☐ VISA ☐ Mastercard ☐ Discover ☐ American Express

Card # _____ Exp _____

Signature _____

Cust. 60002834

ELKO DAILY FREE PRESS

3720 Idaho St.

Elko, Nev. 89801

(775) 738-3118

Affidavit of Publication

I, Seana K. Chapman, Legal Clerk of the *Elko Daily Free Press*, published daily at Elko, Nevada, do solemnly swear that a copy of **NOTICE PUBLIC HEARING/AIRPORT LEASE**, as per clipping attached, was published on **September 17, 2021**, in the regular and entire issue of the above said newspaper, with general circulation of Elko and Lander counties, and not in any supplement thereof, for **ONE (1)** week commencing with the issue dated **September 17, 2021**, and ending with the issue dated as **September 17, 2021**, with no subsequent publications being made.

NOTICE OF PUBLIC HEARINGS ELKO CITY COUNCIL

NOTICE IS HEREBY GIVEN that the Elko City Council will conduct a series of public hearings on Tuesday, September 28, 2021 beginning at 5:30 P.M. P.D.S.T. at Elko City Hall, 1751 College Avenue, Elko, Nevada, and that the public is invited to provide input and testimony on these matters under consideration in person, by writing, by representative, or via 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/667617301>. Comments can also be emailed to cityclerk@elkocitynv.gov

The specific items to be considered under public hearing format are:

• Public hearing pursuant to NRS 268.059(1)(a) regarding the fair market value and possible sale at public auction of approximately 98,526 sq. ft. of City-owned property located generally on the Elko Regional Airport, designated as LEASE AREA N2. Discussion and possible motion determining that the annual market rent value of the property is \$29,558.00 in accordance with the appraisal of Jason Buckholz of CRBE, Inc., appraiser, and possible adoption of Resolution No. 25-21, a resolution of the Elko City Council finding it is in the best interest of the City to lease land LEASE AREA N2 and hereby declaring its intention to lease such property at public auction pursuant to City Code Section 8-1-3 and NRS 268.062, and matters related thereto. REACH Air Medical has petitioned the City of Elko to lease airport owned property identified as Lease Area N2 located on the Elko Regional Airport. Council accepted the petition and authorized Staff to obtain the required appraisal and proceed with the statutory process of leasing the parcel at public auction as required by NRS 268.062.

Additional information concerning these items may be obtained by contacting the Elko Regional Airport at (775) 777-7191.
ELKO CITY COUNCIL

September 17, 2021

Seana K. Chapman

Subscribed and sworn to before me, on Sept 22,
2021.

Caraffa/11/2021
Notary Public

State of Nevada

County of Elko

