



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

The Elko City Council will meet in regular session on Tuesday, November 10, 2020  
At the Elko Convention Center, Turquoise Room, 700 Moren Way, Elko, Nevada, at 4:00 P.M., P.D.T.

Public Comment and questions can be received by calling (775) 777-0590

Attached with this notice is the agenda for said meeting of the Council.

In accordance with NRS 241.020, the public notice and agenda was posted on the City of Elko

Website, <http://www.elkocitynv.gov> the State of Nevada's Public Notice Website,  
<https://notice.nv.gov>, and in the following locations:

**ELKO CITY HALL**  
1751 College Avenue, Elko, Nevada 89801  
**Date & Time Posted: Thursday, November 5, 2020 at 8:30 A.M.**

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

*Kim Wilkinson*  
**Signature**

The public may contact Curtis Calder by phone at (775)777-7110 or email at [ccalder@elkocitynv.gov](mailto:ccalder@elkocitynv.gov) to request supporting material for the meeting described herein. The agenda and supporting material is available at Elko City Hall, 1751 College Avenue, Elko, NV or on the City website at <http://www.elkocity.com>

*Dated this 5<sup>th</sup> day of November, 2020*

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

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

*Curtis Calder*  
Curtis Calder, City Manager  
Elko, Nevada

**CITY OF ELKO**  
**CITY COUNCIL AGENDA**  
**REGULAR MEETING**  
**4:00 P.M., P.D.T., TUESDAY, NOVEMBER 10, 2020**  
**TURQUOISE ROOM, ELKO CONVENTION CENTER**  
**LOCATED AT 700 MOREN WAY, ELKO, NEVADA**

**CALL TO ORDER**

*The Agenda for this meeting of the City of Elko has been posted for this date and time in accordance with State of Nevada Emergency Directive 006.*

**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: October 27, 2020**

**Regular Session**

**I. PRESENTATIONS**

- A. Reading of a proclamation in recognition of November 18–24, 2020 as Flood Awareness Week in Nevada, and matters related thereto. **INFORMATION ITEM – NO ACTION WILL BE TAKEN**
- B. Update by Northeastern Nevada Regional Hospital CEO Steve Simpson, and matters related thereto. **INFORMATION ITEM – NO ACTION WILL BE TAKEN**
- C. Update on Business Grant Program and Nonprofit Program by Elko County Chief Financial Officer, Cash Minor, and matters related thereto. **INFORMATION ITEM – NO ACTION WILL BE TAKEN**
- D. Presentation by Elko Police Department on External Vest Carriers, and matters related thereto. **INFORMATION ITEM – NO ACTION WILL BE TAKEN**

**II. PERSONNEL**

- A. Employee Introductions:
  - 1.) Kirsten Kowing, Animal Shelter Worker II, Animal Shelter
  - 2.) Spencer Sutherland, Landfill Equipment Operator, Public Works, Landfill

### III. 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 Great Basin Engineering Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- D. Review, consideration, and possible final acceptance of the Cedar Street Reconstruction Project Phase 3, and matters related thereto. **FOR POSSIBLE ACTION**

This Project was awarded to Great Basin Engineering in the amount of \$1,992,039.19 at the Special Council Meeting of April 7, 2020. There were change orders on the project in the amount of \$4,286.31 for Elko County School District and \$18,217.66 for the City of Elko for a total change order amount of \$22,503.97 plus a reduction of quantities of \$2,809.93. The total contract amount with change orders and reductions is \$2,011,733.23. Great Basin Engineering has satisfactorily completed the project in conformance with the plans and specification. DS

- E. Review, consideration, and possible final acceptance Ruby View Golf Course Reuse Irrigation Ponds No. 1 & 2, and matters related thereto. **FOR POSSIBLE ACTION**

This Project was awarded to High Mark Construction in the amount of \$453,585.50 at the July 14, 2020 meeting. There were change order quantity overruns in the amount of \$64,900.70. There were also change order quantity reductions in the amount of \$17,497.50. The total contract amount with change orders and reductions is \$500,998.70. High Mark Construction has satisfactorily completed the project in conformance with the plans and specifications. DJ

- F. Review, consideration, and possible final acceptance of the Elko City Swimming Pool Re-Roofing Project, and matters related thereto. **FOR POSSIBLE ACTION**

This project was awarded to Braemar Construction in the amount of \$475,095.31 at the July 14, 2020 City Council Meeting. There were four change orders associated with the project for the amount of \$71,839.76 and one deductive change order for the amount of \$3,295.59 for a grand total of \$68,544.17. Total cost for this project is \$543,639.48. Braemar Construction has satisfactorily completed the project with the plans and specifications. CC

- G. Review, consideration, and possible authorization to purchase approximately 1,705 square feet, a portion of APN 001-366-003, for future road development/buffer requirements, and matters related thereto. **FOR POSSIBLE ACTION**

In consideration of a possible purchase and authorized by the property owner, Staff obtained an appraisal for the north corner of APN 001-366-003 to facilitate future road improvements and a buffer area for the intersection of Silver Street and 12<sup>th</sup> Street. A small residential structure is located on the area, presenting significant land use and ingress/egress conflicts with Silver Street and 12<sup>th</sup> Street. Acquisition of the property will allow for demolition of the structure, eliminate the land use, eliminate the potential ingress/egress conflicts and provide sufficient area for future development of road/intersection improvements. The appraisal dated August 25, 2020, conducted by Colliers International indicates a hypothetical market value of \$78,800.00. SAW

#### **IV. SUBDIVISIONS**

- A. Review, consideration, and possible approval of Final Map No. 8-20, filed by BDSA, LLC, for the development of a subdivision entitled Tower Hill Unit 4 involving the proposed division of approximately 8.601 acres of property into 5 lots for residential development and 1 remainder lot within the R1 (Single Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

Subject property is located northeast of Lamoille Highway and south of Stitzel Road. (APN 001-929-125). The Planning Commission considered this item on November 3, 2020, and took action to forward a recommendation to conditionally approve Final Map 8-20. MR

#### **V. NEW BUSINESS**

- A. Review, consideration, and possible approval to cancel the December 22, 2020 City Council Meeting, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Tower Hill Unit 4 Subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Elko City Code 3-3-21 requires the subdivider to have executed and filed an agreement between the subdivider and the City for the required subdivision improvements, including stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in accordance with Elko City Code 3-3-22. MR

## **VI. RESOLUTIONS AND ORDINANCES**

- A. Review and possible adoption of Resolution No. 28-20, a resolution providing for the adoption of an amended Interlocal Cooperative Agreement and authorizing the membership thereby to the Northeastern Nevada Regional Development Authority, and matters related thereto. **FOR POSSIBLE ACTION**

Copies of Resolution No. 28-20 and the amended Inter-local Cooperative Agreement have been enclosed in the agenda packet for review. CC

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

- A. Review, consideration, and possible action to adopt Resolution No. 26-20, a resolution of the Elko City Council, adopting a change in zoning district boundaries from PQP (Public, Quasi-Public) to LI (Light Industrial) Zoning District, approximately 2,800 square feet of property, filed by City of Elko, and processed as Rezone No. 4-20, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission considered the Subject Zone Change Request on September 1, 2020, and took action to forward a recommendation to City Council to adopt a resolution, which approves Rezone No. 4-20. CL

## **VIII. REPORTS**

- A. Mayor and City Council
- B. City Manager
- C. Assistant City Manager – Update on Emergency Cold Weather Shelter Options
- 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 – CARES Act Funding Update
- N. Parks and Recreation Director
- O. Civil Engineer
- P. Building Official

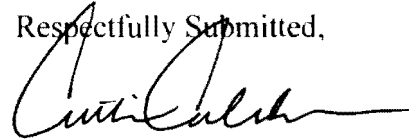
## **COMMENTS BY THE GENERAL PUBLIC**

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", with a stylized, flowing script.

Curtis Calder  
City Manager

**Elko City Council  
Agenda Action Sheet**

1. **Title: Review, consideration, and possible final acceptance of the Cedar Street Reconstruction Project Phase 3, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 10, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **This Project was awarded to Great Basin Engineering in the amount of \$1,992,039.19 at the Special Council Meeting of April 7, 2020. There were change orders on the project in the amount of \$4,286.31 for Elko County School District and \$18,217.66 for the City of Elko for a total change order amount of \$22,503.97 plus a reduction of quantities of \$2,809.93. The total contract amount with change orders and reductions is \$2,011,733.23. Great Basin Engineering has satisfactorily completed the project in conformance with the plans and specification. DS**
6. Budget Information:  

**Appropriation Required: \$1,732,172.59**  
**Budget amount available: \$2,000,000.00**  
**Fund name: Capital Construction - \$1,732,172.59**  
**School District- \$279,560.64**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **A spreadsheet, from Great Basin Engineering Contractors, detailing the final project quantities approved by Carter Engineering, LLC.**
9. Recommended Motion: **Approve final acceptance of the Cedar Street Reconstruction Project Phase 3, in the amount of \$2,011,733.23**
10. Prepared By: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Lana Carter, [lanalcarter@live.com](mailto:lanalcarter@live.com)  
Great Basin Engineering, [Greatbasinec@gmail.com](mailto:Greatbasinec@gmail.com)  
Casey Kelly, Elko County School District, [ckelly@ecsdnv.net](mailto:ckelly@ecsdnv.net)**



## PROGRESS PAYMENT CERTIFICATE

Pay Request No.

Invoice GB20004-06

DATE: 10/20/2020

Project: Cedar Street Reconstruction - Phase 3

PWP: EL-2020-165

ORIGINAL CONTRACT ITEMS					
ITEM	DESCRIPTION	QTY.	UNIT	PRICE	EXTENSION
Base Bid					
1	Mobilization / Demobilization	1	LS	\$ 56,222.00	\$ 56,222.00
2	Traffic Control	1	LS	\$ 8,476.43	\$ 8,476.43
3	Remove Existing Curb & Gutter	1,722	LF	\$ 8.88	\$ 15,291.36
4	Remove Existing Gutter	636	LF	\$ 7.78	\$ 4,948.08
5	Remove Existing Sidewalk	4,856	SF	\$ 4.08	\$ 19,812.48
6	Remove Existing Apron & Valley Gutter	569	SF	\$ 4.42	\$ 2,514.98
7	Remove & Replace Existing 6-foot High Chain Link Fence	31	LF	\$ 58.50	\$ 1,813.50
8	Remove Paved Cemetery Sidewalk	6,418	SF	\$ 2.74	\$ 17,585.32
9	Remove Pavement for Patch Back near Cemetery	924	SF	\$ 3.24	\$ 2,993.76
10	Saw Cut Concrete	100	LF	\$ 7.10	\$ 710.00
11	Pulverize Existing Pavement & Base	64,829	SF	\$ 0.13	\$ 8,427.77
12	Type 1 Curb & Gutter	2,404	LF	\$ 59.29	\$ 142,533.16
13	6' Valley Gutter & Aprons	1,020	SF	\$ 32.26	\$ 32,905.20
14	4" Thick Concrete Sidewalk	12,087	SF	\$ 12.99	\$ 157,010.13
15	Thickened Edge Driveway Crossing	2,257	SF	\$ 22.21	\$ 50,127.97
16	Modified Drop Inlet	2	EA	\$ 2,580.35	\$ 5,160.70
17	Truncated Domes (2 Feet by Width of Curb Ramp)	14	EA	\$ 278.56	\$ 3,899.84
18	4" Concrete Accessible Ramps	1,197	SF	\$ 29.19	\$ 34,940.43
19	4-inch A.C.	50,620	SF	\$ 3.50	\$ 177,170.00
20	10-inch Roadbed Modification	50,620	SF	\$ 1.38	\$ 69,855.60
21	3-inch A.C.	5,462	SF	\$ 3.49	\$ 19,062.38
22	9-inch Type 2, Class B Aggregate Base	5,462	SF	\$ 3.90	\$ 21,301.80
23	Fine Grading of landscape Areas (6" Depth)	6,379	SF	\$ 1.73	\$ 11,035.67
24	1"-2" Washed Rock Mulch (4" Depth)	81	CY	\$ 174.08	\$ 14,100.48
25	1.5"-3" Washed Rock Mulch at the Bottom of the Swale (4")	23	CY	\$ 212.42	\$ 4,885.66
26	Shredded Bark Mulch at Shrubs	2	CY	\$ 96.74	\$ 193.48
27	Large Boulders (2'-3.5')	65	CY	\$ 325.43	\$ 21,152.95
28	Small Boulders (Less than 2')	25	CY	\$ 296.06	\$ 7,401.50
29	Irrigation System & Components	6,045	SF	\$ 6.07	\$ 36,693.15
30	Trees	20	EA	\$ 900.51	\$ 18,010.20
31	Shrubs	226	EA	\$ 82.90	\$ 18,735.40
32	Root Barrier	144	LF	\$ 8.30	\$ 1,195.20
33	Landscape Border	65	LF	\$ 43.83	\$ 2,848.95
34	Keystone Retaining Wall	31	LF	\$ 292.64	\$ 9,071.84
35	Survey Monuments	1	EA	\$ 1,839.95	\$ 1,839.95
36	Adjust Valve Boxes to Grade	10	EA	\$ 887.99	\$ 8,879.90
37	Adjust Communication Box to Grade	1	EA	\$ 2,219.97	\$ 2,219.97
38	Grading	1	LS	\$ 69,287.34	\$ 69,287.34
39	Over Excavation-Additional Subgrade	500	CY	\$ 26.77	\$ 13,385.00
40	Over Excavation-Geotextile	930	SY	\$ 6.49	\$ 6,035.70
41	Over Excavation-Type 2, Class B, Aggregate Base	500	CY	\$ 26.77	\$ 13,385.00
42	Thickened Edge Sidewalk	0	SF	\$ 26.28	\$ -
43	Remove Valve Boxes	7	EA	\$ 266.40	\$ 1,864.80
44	Remove Existing Water Services and Curb Box	16	EA	\$ 443.99	\$ 7,103.84
45	Remove Existing 6"x4" Cross	1	EA	\$ 644.09	\$ 644.09
46	Install 1" Water Meter Box	16	EA	\$ 2,546.44	\$ 40,743.04
47	Install 1" Water Service Connection & Line	16	EA	\$ 3,429.05	\$ 54,864.80
48	Excavation, Backfill & Materials for 12"x6" Hot Tap	1	EA	\$ 5,582.16	\$ 5,582.16
49	Excavation, Backfill & Materials for 12"x4" Hot Tap	4	EA	\$ 4,380.91	\$ 17,523.64
50	6" Gate Valve (MJ)	1	EA	\$ 1,573.15	\$ 1,573.15
50	4" Gate Valve (MJ)	4	EA	\$ 1,351.86	\$ 5,407.44

PAYMENT COMPUTATIONS									
PREVIOUS BILLING		CURRENT BILLING		BILLINGS TO DATE		%	REMAINING BALANCE		
QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	Complete	QTY	AMOUNT	
1.0	\$ 56,222.00		\$ -	1.0	\$ 56,222.00	100%	0%	\$ -	
1.0	\$ 8,476.43		\$ -	1.0	\$ 8,476.43	100%	0%	\$ -	
1735.0	\$ 15,406.80		\$ -	1735.0	\$ 15,406.80	101%	-1%	\$ (115.44)	
636.0	\$ 4,948.08		\$ -	636.0	\$ 4,948.08	100%	0%	\$ -	
4928.0	\$ 20,106.24		\$ -	4928.0	\$ 20,106.24	101%	-1%	\$ (293.76)	
569.0	\$ 2,514.98		\$ -	569.0	\$ 2,514.98	100%	0%	\$ -	
31.0	\$ 1,813.50		\$ -	31.0	\$ 1,813.50	100%	0%	\$ -	
6418.0	\$ 17,585.32		\$ -	6418.0	\$ 17,585.32	100%	0%	\$ -	
924.0	\$ 2,993.76		\$ -	924.0	\$ 2,993.76	100%	0%	\$ -	
100.0	\$ 710.00		\$ -	100.0	\$ 710.00	100%	0%	\$ -	
64829.0	\$ 8,427.77		\$ -	64829.0	\$ 8,427.77	100%	0%	\$ -	
2417.0	\$ 143,303.93		\$ -	2417.0	\$ 143,303.93	101%	-1%	\$ (770.77)	
1020.0	\$ 32,905.20		\$ -	1020.0	\$ 32,905.20	100%	0%	\$ -	
12233.0	\$ 158,906.67		\$ -	12233.0	\$ 158,906.67	101%	-1%	\$ (1,896.54)	
2257.0	\$ 50,127.97		\$ -	2257.0	\$ 50,127.97	100%	0%	\$ -	
2.0	\$ 5,160.70		\$ -	2.0	\$ 5,160.70	100%	0%	\$ -	
14.0	\$ 3,899.84		\$ -	14.0	\$ 3,899.84	100%	0%	\$ -	
1228.0	\$ 35,845.32		\$ -	1228.0	\$ 35,845.32	103%	-3%	\$ (904.89)	
50694.0	\$ 177,429.00		\$ -	50694.0	\$ 177,429.00	100%	0%	\$ (259.00)	
50694.0	\$ 69,957.72		\$ -	50694.0	\$ 69,957.72	100%	0%	\$ (102.12)	
5522.0	\$ 19,271.78		\$ -	5522.0	\$ 19,271.78	101%	-1%	\$ (209.40)	
5462.0	\$ 21,301.80		\$ -	5462.0	\$ 21,301.80	100%	0%	\$ -	
6379.0	\$ 11,035.67		\$ -	6379.0	\$ 11,035.67	100%	0%	\$ -	
81.0	\$ 14,100.48		\$ -	81.0	\$ 14,100.48	100%	0%	\$ -	
23.0	\$ 4,885.66		\$ -	23.0	\$ 4,885.66	100%	0%	\$ -	
2.0	\$ 193.48		\$ -	2.0	\$ 193.48	100%	0%	\$ -	
65.0	\$ 21,152.95		\$ -	65.0	\$ 21,152.95	100%	0%	\$ -	
25.0	\$ 7,401.50		\$ -	25.0	\$ 7,401.50	100%	0%	\$ -	
6045.0	\$ 36,693.15		\$ -	6045.0	\$ 36,693.15	100%	0%	\$ -	
20.0	\$ 18,010.20		\$ -	20.0	\$ 18,010.20	100%	0%	\$ -	
226.0	\$ 18,735.40	-6.0	\$ (497.40)	220.0	\$ 18,238.00	97%	3%	\$ 497.40	
144.0	\$ 1,195.20		\$ -	144.0	\$ 1,195.20	100%	0%	\$ -	
65.0	\$ 2,848.95		\$ -	65.0	\$ 2,848.95	100%	0%	\$ -	
31.0	\$ 9,071.84		\$ -	31.0	\$ 9,071.84	100%	0%	\$ -	
1.0	\$ 1,839.95		\$ -	1.0	\$ 1,839.95	100%	0%	\$ -	
10.0	\$ 8,879.90		\$ -	10.0	\$ 8,879.90	100%	0%	\$ -	
1.0	\$ 2,219.97		\$ -	1.0	\$ 2,219.97	100%	0%	\$ -	
1.0	\$ 69,287.34		\$ -	1.0	\$ 69,287.34	100%	0%	\$ -	
549.0	\$ 14,696.73		\$ -	549.0	\$ 14,696.73	110%	-10%	\$ (1,311.73)	
0.0	\$ -		\$ -	0.0	\$ -	0%	100%	\$ 6,035.70	
288.0	\$ 7,709.76		\$ -	288.0	\$ 7,709.76	58%	42%	\$ 5,675.24	
24.0	\$ 630.72		\$ -	24.0	\$ 630.72	#DIV/0!	#DIV/0!	\$ (630.72)	
7.0	\$ 1,864.80		\$ -	7.0	\$ 1,864.80	100%	0%	\$ -	
16.0	\$ 7,103.84		\$ -	16.0	\$ 7,103.84	100%	0%	\$ -	
1.0	\$ 644.09		\$ -	1.0	\$ 644.09	100%	0%	\$ -	
15.0	\$ 38,196.60		\$ -	15.0	\$ 38,196.60	94%	6%	\$ 2,546.44	
15.0	\$ 51,435.75		\$ -	15.0	\$ 51,435.75	94%	6%	\$ 3,429.05	
1.0	\$ 5,582.16		\$ -	1.0	\$ 5,582.16	100%	0%	\$ -	
4.0	\$ 17,523.64		\$ -	4.0	\$ 17,523.64	100%	0%	\$ -	
1.0	\$ 1,573.15		\$ -	1.0	\$ 1,573.15	100%	0%	\$ -	
4.0	\$ 5,407.44		\$ -	4.0	\$ 5,407.44	100%	0%	\$ -	



51	6" Romac Coupling	3	EA	\$	627.22	\$	1,881.66
52	4" Romac Coupling	4	EA	\$	575.59	\$	2,302.36
53	6" C-900 DR 18 Water Pipe	20	LF	\$	66.27	\$	1,325.40
54	4" C-900 DR 18 Water Pipe	152	LF	\$	68.70	\$	10,442.40
55	Cap 4" Line	2	EA	\$	267.26	\$	534.52
56	Valve Boxes	12	EA	\$	401.92	\$	4,823.04
57	Traffic Rated Box	1	EA	\$	1,444.29	\$	1,444.29
58	Adjust Valve Boxes to Grade	3	EA	\$	887.99	\$	2,663.97
59	Saw Cut Pavement	282	LF	\$	7.10	\$	2,002.20
60	Remove Pavement	972	SF	\$	5.33	\$	5,180.76
61	Remove Existing Gutter	8	LF	\$	53.28	\$	426.24
62	Remove Existing Sidewalk	24	SF	\$	18.50	\$	444.00
63	3-inch A.C.	972	SF	\$	13.22	\$	12,849.84
64	9-inch A.C.	972	SF	\$	5.77	\$	5,608.44
65	Type 1 Curb & Gutter	8	LF	\$	235.18	\$	1,881.44
66	4" Thick Concrete Sidewalk	24	SF	\$	111.41	\$	2,673.84
					<b>Base Bid Total</b>	\$	<b>1,304,911.59</b>

#### Additive Alternate 1 - Country Club Drive Improvements

1	Remove Existing Curb & Gutter	612	LF	\$	8.67	\$	5,306.04
2	Remove Existing Roll Curb	165	LF	\$	8.07	\$	1,331.55
3	Remove Existing Sidewalk	2,044	SF	\$	3.20	\$	6,540.80
4	Remove Existing Drop Inlets	3	EA	\$	359.69	\$	1,079.07
5	Remove Existing Valley Gutter	173	SF	\$	6.11	\$	1,057.03
6	Remove Pavement for Patch Back	484	SF	\$	5.34	\$	2,584.56
7	Pulverize Existing Pavement & Base	31,590	SF	\$	0.13	\$	4,106.70
8	Type 1 Curb & Gutter	834	LF	\$	52.16	\$	43,501.44
9	4" Thick Concrete Sidewalk	3,685	SF	\$	14.51	\$	53,469.35
10	Reinforced Driveway Crossing	120	SF	\$	41.04	\$	4,924.80
11	4-inch A.C.	30,780	SF	\$	4.00	\$	123,120.00
12	10-inch Roadbed Modification	30,780	SF	\$	1.75	\$	53,865.00
13	3-inch A.C.	445	SF	\$	5.66	\$	2,518.70
14	9-inch Type 2, Class B Aggregate Base	445	SF	\$	4.17	\$	1,855.65
15	Truncated Domes (2 Feet by Width of Curb Ramp)	2	EA	\$	282.45	\$	564.90
16	4" Accessible Curb Ramps	313	SF	\$	28.77	\$	9,005.01
17	Type 4-R Drop Inlet	2	EA	\$	3,658.00	\$	7,316.00
18	Nyoplast Drop Inlet	1	EA	\$	3,149.21	\$	3,149.21
19	36"x36" Drop Inlet	1	EA	\$	3,989.94	\$	3,989.94
20	EP5-21 Outlet Box	1	EA	\$	3,900.04	\$	3,900.04
21	8" ADS N-12 Storm Drain Pipe	100	LF	\$	49.55	\$	4,955.00
22	12" ADS N-12 Storm Drain Pipe	8	LF	\$	149.53	\$	1,196.24
23	18" ADS N-12 Storm Drain Pipe	2	LF	\$	834.69	\$	1,669.38
24	Set Sanitary Sewer Manhole Rims to Grade	2	EA	\$	959.20	\$	1,918.40
25	Grading	1	LS	\$	34,104.17	\$	34,104.17
					<b>Alt 1 Total</b>	\$	<b>377,028.98</b>

#### Additive Alternate 2 - Conduit for Future Fiber

1	Utility Trench for Fiber Optic	1,190	LF	\$	22.93	\$	27,286.70
2	Traffic Rated Pull Boxes	3	EA	\$	2,512.53	\$	7,537.59
					<b>Alt 2 Total</b>	\$	<b>34,824.29</b>

#### Additive Alternate 3 - ECSD 9th Street Improvements

1	Traffic Control	1	LS	\$	5,745.82	\$	5,745.82
2	Remove Existing Pavement	9,375	SF	\$	4.09	\$	38,343.75
3	Remove Existing Sidewalk	474	SF	\$	5.91	\$	2,801.34
4	Remove Existing Post Curb	80	LF	\$	7.29	\$	583.20
5	Remove Existing Valley Gutter	495	SF	\$	5.68	\$	2,811.60
6	Remove Existing Curb & Gutter	22	LF	\$	25.46	\$	560.12
7	Remove Existing Valley Gutter & Apron at Int. of College/9th	83	SF	\$	6.49	\$	538.67
8	Saw Cut Pavement	894	LF	\$	5.11	\$	4,568.34
9	Remove Grass, Planter & Irrigation System	502	SF	\$	6.14	\$	3,082.28
10	Type 1 Curb & Gutter	539	LF	\$	63.74	\$	34,355.86
11	Valley Gutter and Aprons	684	SF	\$	37.19	\$	25,437.96
12	4" Thick Concrete Sidewalk	2,020	SF	\$	21.33	\$	43,086.60
13	Accessible Curb Ramps	247	SF	\$	42.91	\$	10,598.77

3.0	\$	1,881.66	\$	-	3.0	\$	1,881.66	100%	0%	\$	-
4.0	\$	2,302.36	\$	-	4.0	\$	2,302.36	100%	0%	\$	-
20.0	\$	1,325.40	\$	-	20.0	\$	1,325.40	100%	0%	\$	-
152.0	\$	10,442.40	\$	-	152.0	\$	10,442.40	100%	0%	\$	-
2.0	\$	534.52	\$	-	2.0	\$	534.52	100%	0%	\$	-
12.0	\$	4,823.04	\$	-	12.0	\$	4,823.04	100%	0%	\$	-
2.0	\$	2,888.58	\$	-	2.0	\$	2,888.58	200%	-100%	\$	(1,444.29)
3.0	\$	2,663.97	\$	-	3.0	\$	2,663.97	100%	0%	\$	-
282.0	\$	2,002.20	\$	-	282.0	\$	2,002.20	100%	0%	\$	-
972.0	\$	5,180.76	\$	-	972.0	\$	5,180.76	100%	0%	\$	-
0.0	\$	-	\$	-	0.0	\$	-	0%	100%	\$	426.24
0.0	\$	-	\$	-	0.0	\$	-	0%	100%	\$	444.00
1236.0	\$	16,339.92	\$	-	1236.0	\$	16,339.92	127%	-27%	\$	(3,490.08)
1236.0	\$	7,131.72	\$	-	1236.0	\$	7,131.72	127%	-27%	\$	(1,523.28)
0.0	\$	-	\$	-	0.0	\$	-	0%	100%	\$	1,881.44
0.0	\$	-	\$	-	0.0	\$	-	0%	100%	\$	2,673.84
		\$ 1,294,751.66	\$ (497.40)				\$ 1,294,254.26	99%	1%	\$ 10,657.33	

612.0	\$	5,306.04	\$	-	612.0	\$	5,306.04	100%	0%	\$	-
165.0	\$	1,331.55	\$	-	165.0	\$	1,331.55	100%	0%	\$	-
2044.0	\$	6,540.80	\$	-	2044.0	\$	6,540.80	100%	0%	\$	-
3.0	\$	1,079.07	\$	-	3.0	\$	1,079.07	100%	0%	\$	-
173.0	\$	1,057.03	\$	-	173.0	\$	1,057.03	100%	0%	\$	-
484.0	\$	2,584.56	\$	-	484.0	\$	2,584.56	100%	0%	\$	-
31590.0	\$	4,106.70	\$	-	31590.0	\$	4,106.70	100%	0%	\$	-
834.0	\$	43,501.44	\$	-	834.0	\$	43,501.44	100%	0%	\$	-
3663.0	\$	53,150.13	\$	-	3663.0	\$	53,150.13	99%	1%	\$	319.22
120.0	\$	4,924.80	\$	-	120.0	\$	4,924.80	100%	0%	\$	-
30935.0	\$	123,740.00	\$	-	30935.0	\$	123,740.00	101%	-1%	\$	(620.00)
30935.0	\$	54,136.25	\$	-	30935.0	\$	54,136.25	101%	-1%	\$	(271.25)
325.0	\$	1,839.50	\$	-	325.0	\$	1,839.50	73%	27%	\$	679.20
445.0	\$	1,855.65	\$	-	445.0	\$	1,855.65	100%	0%	\$	-
2.0	\$	564.90	\$	-	2.0	\$	564.90	100%	0%	\$	-
313.0	\$	9,005.01	\$	-	313.0	\$	9,005.01	100%	0%	\$	-
2.0	\$	7,316.00	\$	-	2.0	\$	7,316.00	100%	0%	\$	-
1.0	\$	3,149.21	\$	-	1.0	\$	3,149.21	100%	0%	\$	-
1.0	\$	3,989.94	\$	-	1.0	\$	3,989.94	100%	0%	\$	-
1.0	\$	3,900.04	\$	-	1.0	\$	3,900.04	100%	0%	\$	-
210.0	\$	10,405.50	\$	-	210.0	\$	10,405.50	210%	-110%	\$	(5,450.50)
8.0	\$	1,196.24	\$	-	8.0	\$	1,196.24	100%	0%	\$	-
5.0	\$	4,173.45	\$	-	5.0	\$	4,173.45	250%	-150%	\$	(2,504.07)
2.0	\$	1,918.40	\$	-	2.0	\$	1,918.40	100%	0%	\$	-
1.0	\$	34,104.17	\$	-	1.0	\$	34,104.17	100%	0%	\$	-
	\$	384,876.38	\$	-		\$	384,876.38	102%	-2%	\$	(7,847.40)

1190	\$	27,286.70	\$	-	1190.0	\$	27,286.70	100%	0%	\$	-
3	\$	7,537.59	\$	-	3.0	\$	7,537.59	100%	0%	\$	-
	\$	34,824.29	\$	-		\$	34,824.29	100%	0%	\$	-

1.0	\$	5,745.82	\$	-	1.0	\$	5,745.82	100%	0%	\$	-
9375.0	\$	38,343.75	\$	-	9375.0	\$	38,343.75	100%	0%	\$	-
474.0	\$	2,801.34	\$	-	474.0	\$	2,801.34	100%	0%	\$	-
80.0	\$	583.20	\$	-	80.0	\$	583.20	100%	0%	\$	-
495.0	\$	2,811.60	\$	-	495.0	\$	2,811.60	100%	0%	\$	-
22.0	\$	560.12	\$	-	22.0	\$	560.12	100%	0%	\$	-
83.0	\$	538.67	\$	-	83.0	\$	538.67	100%	0%	\$	-
894.0	\$	4,568.34	\$	-	894.0	\$	4,568.34	100%	0%	\$	-
502.0	\$	3,082.28	\$	-	502.0	\$	3,082.28	100%	0%	\$	-
539.0	\$	34,355.86	\$	-	539.0	\$	34,355.86	100%	0%	\$	-
684.0	\$	25,437.96	\$	-	684.0	\$	25,437.96	100%	0%	\$	-
2020.0	\$	43,086.60	\$	-	2020.0	\$	43,086.60	100%	0%	\$	-
247.0	\$	10,598.77	\$	-	247.0	\$	10,598.77	100%	0%	\$	-

14	Reinforced Driveway Crossing	359	SF	\$	29.09	\$	10,443.31
15	Barrier Curb	34	LF	\$	72.95	\$	2,480.30
16	Thickened Edge Sidewalk	808	SF	\$	26.28	\$	21,234.24
17	ADA Truncated Domes (2 feet by Width of Curb Ramp)	2	EA	\$	306.29	\$	612.58
18	3-inch A.C.	6,825	SF	\$	4.74	\$	32,350.50
19	9-inch Type 2, Class B Aggregate Base	6,825	SF	\$	4.67	\$	31,872.75
20	Remove and Reset Signs	2	EA	\$	638.37	\$	1,276.74
21	Parking Wheel Stops	12	EA	\$	127.67	\$	1,532.04
22	Striping	1	LS	\$	957.56	\$	957.56
		Alt 3 Total		\$		\$	275,274.33

TOTAL CONTRACT INCLUDING RETENTION: \$ 2,014,733.23

#### CONTRACT CHANGE ORDERS

1	9th Street Changes	1	LS		4,286.31		4,286.31
2	CO#2 Irrigation Line tie in at EHS Track	1	LS		12,972.26		12,972.26
3	CO#2 Abandon at 6th St. Intersection	1	LS		5,245.40		5,245.40
4		1	LS				-
TOTAL CHANGE ORDERS						\$	22,503.97

#### SUMMARY

ITEM	DESCRIPTION	EST. QTY.	UNIT	PRICE	EXTENSION
	Original Contract Items				\$ 1,992,039.19
	Change Order Items				\$ 22,503.97
GRAND TOTAL					\$ 2,014,543.16

#### CONTRACTOR BILLING

Total Completed To Date	\$	2,011,733.23
Retention (5%)	\$	100,586.66
Completed to Date Less Retention	\$	1,911,146.57
Less Previous Payments	\$	1,911,619.10
Final Invoice for Retention	\$	100,114.13

359.0	\$	10,443.31		\$	-	359.0	\$	10,443.31	100%	0%	\$	-
34.0	\$	2,480.30		\$	-	34.0	\$	2,480.30	100%	0%	\$	-
808.0	\$	21,234.24		\$	-	808.0	\$	21,234.24	100%	0%	\$	-
2.0	\$	612.58		\$	-	2.0	\$	612.58	100%	0%	\$	-
6825.0	\$	32,350.50		\$	-	6825.0	\$	32,350.50	100%	0%	\$	-
6825.0	\$	31,872.75		\$	-	6825.0	\$	31,872.75	100%	0%	\$	-
2.0	\$	1,276.74		\$	-	2.0	\$	1,276.74	100%	0%	\$	-
12.0	\$	1,532.04		\$	-	12.0	\$	1,532.04	100%	0%	\$	-
1.0	\$	957.56		\$	-	1.0	\$	957.56	100%	0%	\$	-
	\$	275,274.33		\$	-		\$	275,274.33	100%	0%	\$	-

PAID TO DATE: \$ 4,286.31

#### PAYMENT COMPUTATIONS

1	\$	4,286.31		\$	-	1.0	\$	4,286.31			\$	-
1	\$	12,972.26		\$	-	1.0	\$	12,972.26			\$	-
1	\$	5,245.40		\$	-	1.0	\$	5,245.40			\$	-
	\$	-		\$	-	0.0	\$	-			\$	-
	\$	22,503.97		\$	-		\$	22,503.97			\$	-

#### PAYMENT COMPUTATIONS

PREVIOUS BILLING		CURRENT BILLING		BILLINGS TO DATE		REMAINING BALANCE	
%	AMOUNT	%	AMOUNT	%	AMOUNT	%	AMOUNT
	1,989,726.66	0	-497.40		1,989,229.26		2,809.93
	22,503.97		0.00		22,503.97		
	\$ 2,012,230.63	0	\$ (497.40)	100%	\$ 2,011,733.23		\$ 2,809.93

#### CONTRACTOR

APPROVAL FOR PAYMENT  
Signed by: *Courtney Murphy*  
CONTRACTOR: Great Basin Engineering Contractors  
Remarks:

#### PROJECT MANAGER / ENGINEER

APPROVAL FOR PAYMENT  
Signed by: *Lance J. Carter*  
Engineer: Carter Engineering, LLC  
Date: *10/21/20*

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible final acceptance Ruby View Golf Course Reuse Irrigation Ponds No. 1 & 2, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 10, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **This Project was awarded to High Mark Construction in the amount of \$453,585.50 at the July 14, 2020 meeting. There were change order quantity overruns in the amount of \$64,900.70. There were also change order quantity reductions in the amount of \$17,497.50. The total contract amount with change orders and reductions is \$500,998.70. High Mark Construction has satisfactorily completed the project in conformance with the plans and specifications. DJ**
6. Budget Information:  

**Appropriation Required: \$500,998.70**  
**Budget amount available: \$850,000.00**  
**Fund name: WRF/SEWER**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **A spreadsheet, from High Mark Construction, detailing the final project quantities.**
9. Recommended Motion: **Approve final acceptance of Ruby View Golf Course Reuse Irrigation Ponds No. 1 & 2, in the amount of \$500,998.70.**
10. Prepared By: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Eric Lattin, [e.lattin@blackdolphinsny.com](mailto:e.lattin@blackdolphinsny.com)  
Sam Holcomb, [sholcomb@highmarkconst.net](mailto:sholcomb@highmarkconst.net)**

**CHANGE ORDERS**  
**RUBY VIEW GOLF COURSE POND LINER PROJECT**

LINE ITEM	DESCRIPTION	UNIT	BID QUANTITY	SURVEY QUANTITY	REMAINING QUANTITY	UNIT PRICE	SUB TOTAL	CURRENT QUANT	CURRENT TOTAL	PERCENT COMPLETE
7	GEOMEMBRANE LINER SUBGRADE PREPARATION	SF	73,215			\$0.30	\$21,964.50	66,580	\$19,974.00	91%
8	GEOMEMBRANE LINER ANCHOR TRENCH	LF	1,435			\$8.90	\$12,771.50	1,300	\$11,570.00	91%
9	GEOMEMBRANE LINER INSTALLATION	SF	73,215			\$2.10	\$153,751.50	66,580	\$139,818.00	91%
(-25%) 16	SUPPLY AND INSTALL RIP-RAP IN DRAINAGE CHANNEL	SF	300			\$3.10	\$930.00	180	\$558.00	60%
<b>TOTAL CHANGE ORDERS DEDUCTIONS</b>							<b>\$189,417.50</b>		<b>\$171,920.00</b>	<b>56%</b>

LINE ITEM	DESCRIPTION	UNIT	BID QUANTITY	SURVEY QUANTITY	REMAINING QUANTITY	UNIT PRICE	SUB TOTAL	CURRENT QUANT	CURRENT TOTAL	PERCENT COMPLETE
<b>QUANTITY OVERRUNS</b>										
22.0	CUT TO WASTE	CY	3,100	3,845	745	\$14.20	\$10,579.00	745	\$10,579.00	100%
(+25%) 23.0	CUT TO FILL	CY	160	1,052	892	\$19.40	\$17,304.80	892	\$17,304.80	100%
(+25%) 24.0	FROM STOCKPILE TO FILL	CY	1,600	3,577	1,977	\$14.70	\$29,061.90	1,977	\$29,061.90	100%
25.0	GEOTEXTILE INSTALLATION	SF	8,400	10,250	1,850	\$1.50	\$2,775.00	1,850	\$2,775.00	100%
26.0	SUPPLY AND INSTALL RIP-RAP ON CUT SLOPES	SF	8,400	10,250	1,850	\$2.80	\$5,180.00	1,850	\$5,180.00	100%
<b>TOTAL CHANGE ORDERS</b>							<b>\$64,900.70</b>		<b>\$64,900.70</b>	<b>0%</b>

APPROVED  
 Sam Holcomb *Sam Holcomb* 11/2/20  
 High Mark Construction LLC.

Dale Johnson *Dale Johnson*  
 City of Elko - Utilities Director

Curtis Calder *Curtis Calder*  
 City of Elko - Manager

Contract Total = \$ 453,585.50

Final Amount Completed on Contract = \$ 436,088.00

Quantity Overrun Added Amount = \$ 64,900.70

Total Project Cost = \$ 500,988.70

Total Change Order Amount = \$ 47,403.20

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible final acceptance of the Elko City Swimming Pool Re-Roofing Project, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 10, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **This project was awarded to Braemar Construction in the amount of \$475,095.31 at the July 14, 2020 City Council Meeting. There were four change orders associated with the project for the amount of \$71,839.76 and one deductive change order for the amount of \$3,295.59 for a grand total of \$68,544.17. Total cost for this project is \$543,639.48. Braemar Construction has satisfactorily completed the project with the plans and specifications. CC**
6. Budget Information:  
    Appropriation Required: **\$543,639.48**  
    Budget amount available: **\$543,639.48**  
    Fund name: **Ad Valorem Fund**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Authorization of final acceptance for the Elko City Swimming Pool Re-Roofing Project in the amount of \$543,639.48**
10. Prepared By: **James Wiley, Director of Parks and Recreation**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

Braemar Construction						In New World	Retention off .01  Due on 12/10/20 Approx.
Date	Invoice	Amount Paid Out	Retention Held	Amount Billed	Balance Due on Contract		
Base Bid	\$ 226,834.71						
Change Order 1 - 8/18/20	\$ 4,880.60						
Change Order 2 - 9/14/20	\$ 42,949.08						
Change Order 3 - 9/15/20	\$ 2,889.60						
Change Order 4 - 9/18/20	\$ 21,120.48						
Change Order-5- 10/12/20	\$ (3,295.59)						
Alternates	\$ 248,260.60						
	\$ 543,639.48						
8/26/2020	1	\$ 52,926.46	\$ 2,785.60	\$ 55,712.07	\$ 490,713.02	X	
9/25/2020	2	\$ 367,342.43	\$ 19,333.81	\$ 386,676.25	\$ 123,370.60		
10/27/2020	3	\$ 81,887.82	\$ 4,309.89	\$ 86,197.72	\$ 26,429.30		
11/4/2020	4	\$ 14,300.77	\$ 752.67	\$ 15,053.44	\$ 27,181.97		
		Total Braemar Payments	\$ 516,457.48	\$			

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible authorization to purchase approximately 1,705 square feet, a portion of APN 001-366-003, for future road development/buffer requirements, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 10, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **20 Minutes**
5. Background Information: **In consideration of a possible purchase and authorized by the property owner, staff obtained an appraisal for the north corner of APN 001-366-003 to facilitate future road improvements and a buffer area for the intersection of Silver Street and 12<sup>th</sup> Street. A small residential structure is located on the area, presenting significant land use and ingress/egress conflicts with Silver Street and 12<sup>th</sup> Street. Acquisition of the property will allow for demolition of the structure, eliminate the land use, eliminate the potential ingress/egress conflicts and provide sufficient area for future development of road/intersection improvements. The appraisal dated August 25, 2020, conducted by Colliers International indicates a hypothetical market value of \$78,800.00. SAW**
6. Budget Information:  

Appropriation Required: **NA**  
Budget amount available: **NA**  
Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Appraisal dated August 25, 2020 conducted by Colliers International.**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Scott A. Wilkinson, City of Elko Assistant City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:





## OFFICE PARCEL

163 12<sup>th</sup> Street  
Elko, Nevada 89801

### APPRAISAL REPORT

Date of Report: August 25, 2020

Colliers File #: LAS200140

Client File #: Appraisal 3 Land Parcels



PREPARED FOR  
Reece Keener  
Mayor  
City of Elko  
1751 College Avenue  
Elko, Nevada 89801

PREPARED BY  
**COLLIERS INTERNATIONAL**  
VALUATION & ADVISORY SERVICES



# LETTER OF TRANSMITTAL

COLLIERS INTERNATIONAL  
VALUATION & ADVISORY SERVICES

3960 Howard Hughes Parkway, Suite 150  
Las Vegas, NV 89169 USA  
MAIN +1 702 735 5700  
FAX +1 702 731 5709  
WEB [www.colliers.com/valuationadvisory](http://www.colliers.com/valuationadvisory)



August 25, 2020

Reece Keener  
Mayor  
City of Elko  
1751 College Avenue  
Elko, Nevada 89801

**RE: Office Parcel**  
163 12<sup>th</sup> Street  
Elko, Nevada 89801

Colliers File #: LAS200140

Client File #: Appraisal 3 Land Parcels

Mr. Keener:

This appraisal report satisfies the scope of work and requirements agreed upon by City of Elko and Colliers International Valuation & Advisory Services. The date of this report is August 25, 2020. At the request of the client, this appraisal is presented in an Appraisal Report format as defined by *USPAP* Standards Rule 2-2(a). Our appraisal format provides a detailed description of the appraisal process, subject and market data and valuation analyses.

The purpose of this appraisal is to develop an opinion of the Hypothetical Market Value of the subject property's fee simple interest after splitting the parcel to a smaller independent site. The following table conveys the final opinion of market value of the subject property that is developed within this appraisal report:

VALUE TYPE	INTEREST APPRAISED	DATE OF VALUE	VALUE
Hypothetical Market Value	Fee Simple	August 17, 2020	\$78,800

The subject is a 0.04-acre (1,750 SF) corner site located at 163 12<sup>th</sup> Street, Elko, Elko County, Nevada. The site is a proposed corner cut portion of a larger site with 6,229 SF. The intended use of the site is for establishing a right turn lane from Silver Street east bound traffic onto South 12<sup>th</sup> Street. The small site area of 1,750 SF has a 640 SF single family home which has been occupied as office and residential in the past and is now vacant. The entire site is current zoned General Industrial and is located along a busy thoroughfare 12<sup>th</sup> Street with 50 frontage feet. The site utility as a residence and office would be limited by lack of onsite parking if demised into a smaller 1,750 SF area.

The analyses, opinions and conclusions communicated within this appraisal report were developed based upon the requirements and guidelines of the current Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. The report is intended to conform to the the appraisal guidelines of City of Elko.

The COVID-19 virus (aka coronavirus) is a serious illness and pandemic that has affected the world and more specifically the United States. The effects thus far include volatility in the stock and capital markets. The impact to demand and ultimately values for real estate is also developing, although there is a wide range of viewpoints with very little consensus on the potential impact. The range of views from market participants suggests the risk premium is widening and we should analyze implications to both near-term and longer-term valuation assumptions. Real estate as an investment type historically takes a longer period of time to be impacted in comparison to alternative investment types, such as stocks and bonds. CIVAS professionals have consulted with market participants in preparation of this assignment to understand and best address how the subject property may be impacted. The subject's land market has not been significantly impacted other than most market participants expect slightly longer exposure and marketing times. We have adjusted market conditions downward for short term uncertainty.

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter. USPAP defines an Extraordinary Assumption 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". USPAP defines a Hypothetical Condition as, "that 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 purpose of analysis".

The Extraordinary Assumptions and/or Hypothetical Conditions that were made during the appraisal process to arrive at our opinion of value are fully discussed below. We advise the client to consider these issues carefully given the intended use of this appraisal, as their use might have affected the assignment results.

#### **EXTRAORDINARY ASSUMPTIONS**

No Extraordinary Assumptions were made for this assignment.

#### **HYPOTHETICAL CONDITIONS**

Because the subject site is part of a larger parcel and the subject not yet been spit to the smaller 1,750 SF site, we have made a hypothetically condition value conclusion that the subject has been split.

#### **RELIANCE LANGUAGE**

The Appraisal is for the sole use of the Client; however, Client may provide only complete, final copies of the Appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with loan underwriting or securitization efforts. Colliers International Valuation & Advisory Services is not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow the Appraisal prepared by Colliers International Valuation & Advisory Services or portions of such Appraisal, to become part of or be referenced in any public offering, the granting of such consent will be at our sole and absolute discretion and, if given, will be on condition that Colliers International Valuation & Advisory Services will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to Colliers International Valuation & Advisory Services, by a party satisfactory to Colliers International Valuation & Advisory Services. Colliers International Valuation & Advisory Services does consent to your submission of the reports to rating agencies,



loan participants or your auditors in its entirety (but not component parts) without the need to provide Colliers International Valuation & Advisory Services with an Indemnification Agreement and/or Non-Reliance letter.

Colliers International Valuation & Advisory Services hereby expressly grants to Client the right to copy the Appraisal and distribute it to other parties in the transaction for which the Appraisal has been prepared, including employees of Client, other lenders in the transaction, and the borrower, if any.

Our opinion of value reflects current conditions and the likely actions of market participants as of the date of value. It is based on the available information gathered and provided to us, as presented in this report, and does not predict future performance. Changing market or property conditions can and likely will have an effect on the subject's value.

The signatures below indicate our assurance to the client that the development process and extent of analysis for this assignment adhere to the scope requirements and intended use of the appraisal. If you have any specific questions or concerns regarding the attached appraisal report, or if Colliers International Valuation & Advisory Services can be of additional assistance, please contact the individuals listed below.

Sincerely,

**COLLIERS INTERNATIONAL  
VALUATION & ADVISORY SERVICES**



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**LETTER OF TRANSMITTAL**

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**CERTIFICATION****ASSUMPTIONS & LIMITING CONDITIONS****ADDENDA**

- Professional Service Agreement
- Valuation Glossary
- Qualifications of Appraisers
- Qualifications of Colliers International Valuation & Advisory Services

# EXECUTIVE SUMMARY

LAS200140

## GENERAL INFORMATION

Property Name	Office Parcel
Property Type	Land - Commercial Land
Address	163 12th Street
City	Elko
State	Nevada
Zip Code	89801
County	Elko
Core Based Statistical Area (CBSA)	Elko
Market	Elko
Submarket	Elko
Latitude	40.836440
Longitude	-115.754630
Number Of Parcels	1
Assessor Parcel	001-366-003
Census Tract Number	9513.00

## SITE INFORMATION

Land Area	Acres	Square Feet
Usable	0.04	1,750
Unusable	0.00	0
Excess	0.00	0
<u>Surplus</u>	<u>0.00</u>	<u>0</u>
<b>Total</b>	<b>0.04</b>	<b>1,750</b>
Topography	Level at street grade	
Shape	Rectangular	
Access	Average	
Exposure	Average	
Current Zoning	General Industrial (ZGI)	
Flood Zone	Zone X (Unshaded)	
Seismic Zone	Moderate Risk	

## IMPROVEMENT INFORMATION

Net Rentable Area SF (NRA)	640 SF
Gross Building Area SF (GBA)	640 SF
Floor Plan	2-bedroom, 1 bath
Total Number Of Buildings	1
Total Number Of Stories	1
Year Built	1916
Year Renovated	2000
Quality	Average
Condition	Average

## VALUATION SUMMARY

VALUATION INDICES	HYPOTHETICAL MARKET VALUE
-------------------	------------------------------

INTEREST APPRAISED	FEE SIMPLE
--------------------	------------

DATE OF VALUE	AUGUST 17, 2020
---------------	-----------------

## FINAL VALUE CONCLUSION

FINAL VALUE	\$78,800
\$/SF	\$45.03/SF

## LAND VALUATION

LAND VALUE	\$78,750
Value/SF	\$45.00









**VIEW FROM SILVER STREET**



**REAR VIEW FROM SOUTHWESTERLY SITE AREA**



**VIEWING FROM SILVER AND 12<sup>TH</sup> STREET**



**VIEW FROM 12<sup>TH</sup> STREET**



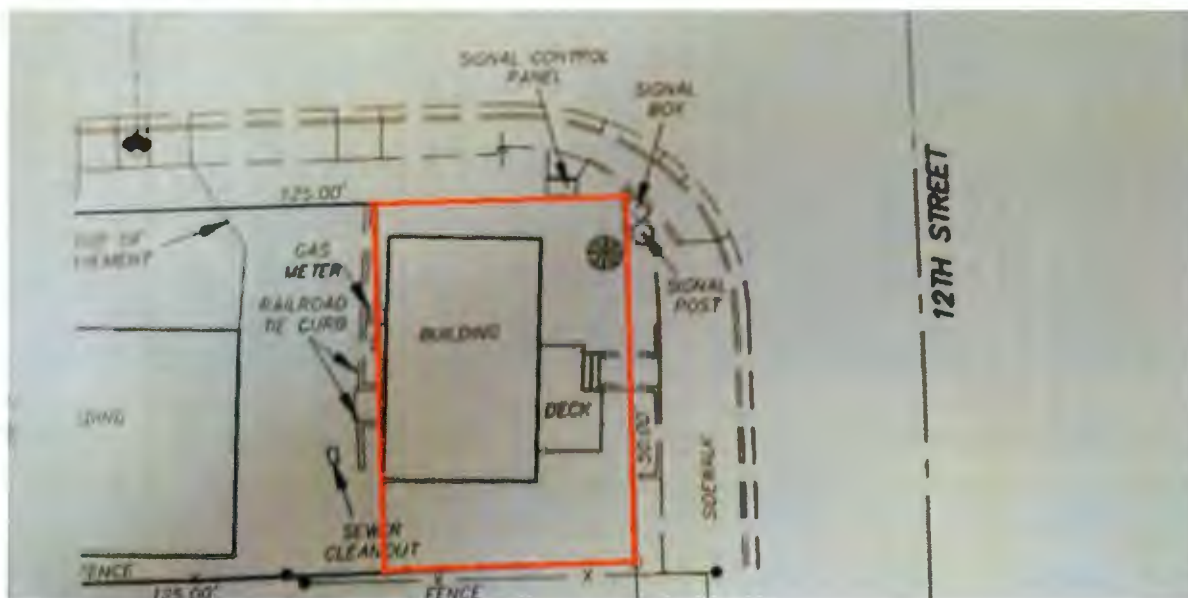
**KITCHEN**



**OFFICE/BEDROOM**

## PROPERTY IDENTIFICATION

The subject is a 0.04-acre (1,750 SF) corner site located at 163 12<sup>th</sup> Street, Elko, Elko County, Nevada. The site is a proposed corner cut portion of a larger site with 6,229 SF. The intended use of the site is for establishing a right turn lane from Silver Street east bound traffic onto South 12<sup>th</sup> Street. The small site area of 1,750 SF has a 640 SF single family home which has been occupied as office and residential in the past and is now vacant. The entire site is current zoned General Industrial and is located along a busy thoroughfare 12<sup>th</sup> Street with 50 frontage feet. The site utility as a residence and office would be limited by lack of onsite parking if demised into a smaller 1,750 SF area.



The assessor's parcel number is: 001-366-003.

## CLIENT IDENTIFICATION

The client of this specific assignment is City of Elko.

## PURPOSE

The purpose of this appraisal is to develop an opinion of the As-Is Market Value of the subject property's fee simple interest.

## INTENDED USE

The intended use of this appraisal is to assist the client in making internal business decisions related to this asset.

## INTENDED USERS

City of Elko is the only intended user of this report. Use of this report by third parties and other unintended users is not permitted. This report must be used in its entirety. Reliance on any portion of the report independent of others, may lead the reader to erroneous conclusions regarding the property values. Unless approval is provided by the authors no portion of the report stands alone.

## ASSIGNMENT DATES

Date of Report	August 25, 2020
Date of Inspection	August 17, 2020
Valuation Date - As-Is	August 17, 2020



**PERSONAL INTANGIBLE PROPERTY**

No personal property or intangible items are included in this valuation.

**PROPERTY AND SALES HISTORY****Current Owner**

The subject title is currently recorded in the name of Simple Man Solutions, LLC, who acquired title to the property from Properties 163 12th Street Ellison as an industrial property with a corner office building for \$245,000 on 6/28/2018 as recorded in Elko County Deed Records in Doc 742778.

**Three-Year Sales History**

The subject property (entire site and two buildings) previously sold for \$245,000 on (6/28/2018). Prior to this sale the entire property was purchased on 8/29/2017 for \$135,000. Based on discussions with City of Elko and a review of public records and private data services (Costar and Real Quest), the most recent prior sale appears to have been an arm's-length transaction and was not impacted by any concessions.

Sales History						
Year	Document #	Document Type	Sale Date	Sold By	Sold To	Price
2018	742778		6/29/2018	PROPERTIES 163 12TH ST ELLISON	SIMPLE MAN SOLUTIONS LLC	\$245,000
2017	730013		8/29/2017	MARLIN D & BEVERLY A PRUITT	PROPERTIES 163 12TH ST ELLISON	\$135,000
1989	709-608		12/22/1989		MARLIN D & BEVERLY A PRUITT	\$46,000

**Subject Sale Status**

Research of the applicable public records, private data services and an interview of the current owner and/or broker revealed that the subject property is not under a current agreement of sale or option and is not currently offered for sale on the open market.

**DEFINITIONS**

This section summarizes the definitions of value, property rights appraised, and value scenarios that are applicable for this appraisal assignment. All other applicable definitions for this assignment are located in the Valuation Glossary section of the Addenda.

**DEFINITIONS OF VALUE**

Given the scope and intended use of this assignment, the definition of Market Value is applicable. The definition of Market Value, along with all other applicable definitions for this assignment, is located in the Valuation Glossary section of the Addenda.

**PROPERTY RIGHTS APPRAISED**

The property rights appraised constitute the fee simple interest.

**VALUE SCENARIOS**

The valuation scenarios developed in this appraisal report include the As-Is Market Value of the subject property's fee simple interest.

## INTRODUCTION

The appraisal development and reporting processes requires gathering and analyzing information about those assignment elements necessary to properly identify the appraisal problem to be solved. The scope of work decision must include the research and analyses that are necessary to develop credible assignment results given the intended use of the appraisal. Sufficient information includes disclosure of research and analyses performed and might also include disclosure of research and analyses not performed. The scope of work for this appraisal assignment is outlined below:

- The appraisers analyzed the regional and local area economic profiles including employment, population, household income, and real estate trends. The local area was further studied to assess the general quality and condition, and emerging development trends for the real estate market. The immediate market area was inspected and examined to consider external influences on the subject.
- The appraisers confirmed and analyzed legal and physical features of the subject property including sizes of the site, flood plain data, seismic zone, zoning, easements and encumbrances, access and exposure of the site.
- The appraisers completed a land market analysis that included market and sub-market overviews. The Elko market and Elko sub-market overviews analyzed supply/demand conditions using vacancy, absorption, supply change and rent change statistics. Conclusions were drawn regarding the subject property's competitive position given its physical and locational characteristics, the prevailing economic conditions and external influences.
- The appraisers conducted Highest and Best Use analysis and conclusions were drawn for the highest and best use of the subject property As-Vacant. The analysis considered legal, locational, physical and financial feasibility characteristics of the subject site.
- The appraisers confirmed and analyzed financial features of the subject property including potential entitlement issues, and tax and assessment records. This information as well as trends established by confirmed market indicators was used to forecast performance of the subject property.
- Selection of the valuation methods was based on the identifications required in USPAP relating to the intended use, intended users, definition and date of value, relevant property characteristics and assignment conditions. This appraisal developed the Sales Comparison Approach to value, which was adjusted and reconciled as appropriate. The appraisal develops an opinion of the As-Is Market Value of the subject property's fee simple interest.
- Reporting of this appraisal is in an Appraisal Report format as required in USPAP Standard 2. The appraiser's analysis and conclusions are fully described within this document.
- We understand the Competency Rule of USPAP and the authors of this report meet the standards.
- No one provided significant real property appraisal assistance to appraisers signing this certification.

## SOURCES OF INFORMATION

The following sources were contacted to obtain relevant information:

## SCOPE OF WORK

CONTINUED

LAS200140

SOURCES OF INFORMATION	
ITEM	SOURCE
Tax Information	Elko County Tax Assessor
Zoning Information	City of Elko Zoning Code
Site Size Information	Elko County Tax Assessor
Building Size Information	Elko County Tax Assessor
New Construction	City of Elko / Elko County
Flood Map	InterFlood
Demographics	Pitney Bowes/Gadberry Group - GroundView®
Comparable Information	See Comparable Datasheets for details
Legal Description	Grant Deed from RealQuest
Other Property Data	Elko County Property Records

## SUBJECT PROPERTY INSPECTION

SUBJECT PROPERTY INSPECTION			
APPRAISER	INSPECTED	EXTENT	DATE OF INSPECTION
Evan Ranes, MAI, ASA, R/W-AC	No	-	August 17, 2020
Richard Koldewyn	Yes	Interior/Exterior	August 17, 2020





## REGIONAL ANALYSIS

Elko County is in northeastern Nevada. According to the 2010 census, the population of the county was 48,818. The county seat is the city of Elko. The county is part of the Elko, NV Micropolitan Statistical Area, and contains approximately half of the Duck Valley Indian Reservation within its territory. Elko County is bordered by the counties of Owyhee and Cassia in Idaho to the north, Tooele and Box Elder in Utah to the east, White Pine to the south, and Humboldt to the west. Air transportation is provided by Elko Regional Airport, and Amtrak Passenger service is available at the Elko station in the county seat. The county is intersected by Interstate 80, U.S. Route 93, and State Routes 225, 227, and 228.

Elko County's economic base is based on the mining, ranching, and tourism industry. The rural community of Spring Creek, near the base of the Ruby Mountains, has become an outdoor recreation hub within the region. The Spring Creek Association operates an outdoor equestrian center, a private lake that provides fishing, picnicking, and canoeing opportunities, as well as a sports complex with four soccer fields.



## DEMOGRAPHIC ANALYSIS

The following is a demographic study of the region sourced by *Pitney Bowes/Gadberry Group - GroundView®*, an on-line resource center that provides information used to analyze and compare the past, present, and future trends of geographical areas. Demographic changes are often highly correlated to changes in the underlying economic climate. Periods of economic uncertainty necessarily make demographic projections somewhat less reliable than projections in more stable periods. These projections are used as a starting point, but we also consider current and localized market knowledge in interpreting them within this analysis. Please note that our demographics provider sets forth income projections in constant dollars which, by definition, reflect projections after adjustment for inflation. We are aware of other prominent demographic data providers that project income in current dollars, which do not account for inflation. A simple comparison of projections for a similar market area made under the constant and current dollar methodologies can and likely will produce data points that vary, in some cases, widely. Further, all forecasts, regardless of demographer methodology(ies), are subjective in the sense that the reliability of the forecast is subject to modeling and definitional assumptions and procedures.



REGIONAL AREA DEMOGRAPHICS							
YEAR	US	NV	COUNTY	YEAR	US	NV	COUNTY
<b>POPULATION</b>				<b>NUMBER OF HOUSEHOLDS</b>			
2010 Total Population	308,745,538	2,700,551	48,818	2019	123,740,541	1,104,960	19,019
2019 Total Population	329,429,186	3,076,999	52,859	2024	127,610,429	1,165,320	19,933
2024 Total Population	340,686,154	3,289,345	54,859	CAGR	0.6%	1.1%	0.9%
2010 - 2019 CAGR	0.7%	1.5%	0.9%	<b>AVERAGE HOUSEHOLD SIZE</b>			
2019 - 2024 CAGR	0.7%	1.3%	0.7%	2019	2.60	2.75	2.74
<b>POPULATION DENSITY</b>				2024	2.61	2.79	2.71
2019 Per Square Mile	92	28	3	CAGR	0.07%	0.28%	(0.21%)
2024 Per Square Mile	95	30	3	<b>HOUSING UNITS</b>			
<b>MEDIAN AGE</b>				Owner Occupied	80,596,122	650,198	13,120
2019	38.25	38.19	34.43	Renter Occupied	43,144,419	454,762	5,899
2024	38.90	38.77	34.91	<b>AVERAGE HOUSEHOLD INCOME</b>			
CAGR	0.34%	0.30%	0.28%	2019	\$87,477	\$79,238	\$96,742
<b>MEDIAN HOME VALUE</b>				2024	\$105,741	\$97,261	\$122,639
2019	\$192,890	\$215,422	\$198,387	CAGR	3.9%	4.2%	4.9%
<b>PER CAPITA INCOME</b>				<b>MEDIAN HOUSEHOLD INCOME</b>			
2019	\$33,687	\$28,808	\$35,347	2019	\$60,918	\$58,819	\$79,880
2024	\$40,577	\$34,867	\$45,279	2024	\$73,705	\$71,753	\$95,361
CAGR	3.8%	3.9%	5.1%	CAGR	3.9%	4.1%	3.6%

Source: Pitney Bowes/Gadberry Group - GroundView

## Population

According to Pitney Bowes/Gadberry Group - GroundView®, a Geographic Information System (GIS) Company, Elko County had a 2019 total population of 52,859 and experienced an annual growth rate of 0.9%, which was lower than the Nevada annual growth rate of 1.5%. The county accounted for 1.7% of the total Nevada population (3,076,999). Within the county the population density was 3 people per square mile compared to the higher Nevada population density of 28 people per square mile and the higher United States population density of 92 people per square mile. The 2019 median age for the county was 34.43, which was 11.10% younger than the United States median age of 38.25 for 2019. The median age in the county is anticipated to grow by 0.28% annually, increasing the median age to 34.91 by 2024.

## Education

Elko County is home to Great Basin College a 44-acre campus with an annual enrollment of approximately 3,400 students. The college offers bachelor's and associate degrees in career/technical education and academic areas.

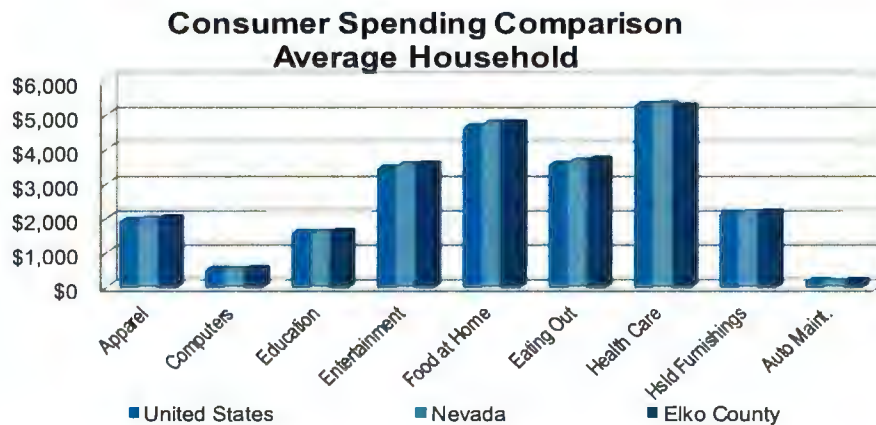
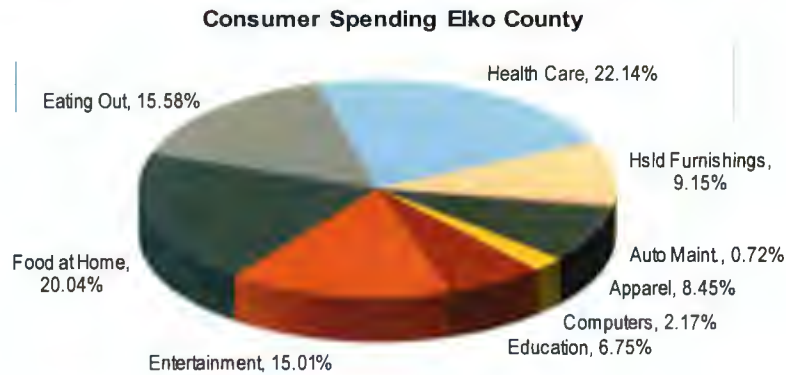
## Household Trends

The 2019 number of households in the county was 19,019. The number of households in the county is projected to grow by 0.9% annually, increasing the number of households to 19,933 by 2024. The 2019 average household size for the county was 2.74, which was 5.40% larger than the United States average household size of 2.6 for 2019. The average household size in the county is anticipated to retract by 0.21% annually, reducing the average household size to 2.71 by 2024. Elko County had 31.02% renter occupied units, compared to the higher 41.16% in Nevada and the higher 34.87% in the United States.

## Income Trends

The 2019 median household income for the county was \$79,880, which was 31.1% higher than the United States median household income of \$60,918. The median household income for the county is projected to grow by 3.6% annually, increasing the median household income to \$95,361 by 2024. As is often the case when the median household income levels are higher than the national average, the cost of living index is also higher. According to the American Chamber of Commerce Researchers Association (ACCRA) Cost of Living

Index, the county's cost of living is 103.7 compared to the national average score of 100. The ACCRA Cost of Living Index compares groceries, housing, utilities, transportation, health care and miscellaneous goods and services for over 300 urban areas.



## EMPLOYMENT

Total employment has increased annually over the past decade in the state of Nevada by 2.6% and increased annually by 0.9% in the county. From 2018 to 2019 unemployment decreased in Nevada by 0.5% and decreased by 0.1% in the county. In the state of Nevada unemployment has decreased over the previous month by 9.8% and decreased by 7.6% in the county.



# REGIONAL ANALYSIS

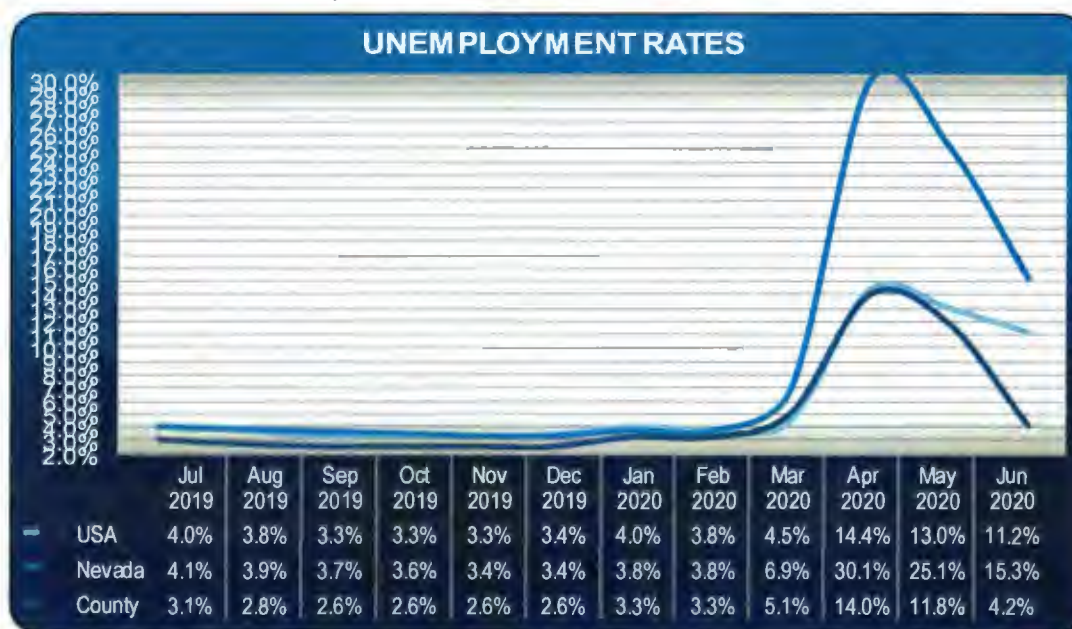
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LAS200140

## EMPLOYMENT & UNEMPLOYMENT STATISTICS 2010 - 2019

TOTAL EMPLOYMENT					UNEMPLOYMENT RATE		
Year	Nevada		Elko County, NV		United States*	Nevada	Elko County, NV
	Total	% Δ Yr Ago	Total	% Δ Yr Ago			
2010	1,174,774	(1.8%)	24,496	(4.6%)	9.6%	13.5%	7.8%
2011	1,194,264	1.7%	26,153	6.8%	8.9%	13.0%	7.2%
2012	1,222,710	2.4%	27,266	4.3%	8.1%	11.2%	6.4%
2013	1,248,122	2.1%	26,975	(1.1%)	7.4%	9.6%	6.2%
2014	1,278,808	2.5%	26,257	(2.7%)	6.2%	7.9%	5.6%
2015	1,312,816	2.7%	25,323	(3.6%)	5.3%	6.7%	5.1%
2016	1,344,258	2.4%	25,724	1.6%	4.9%	5.7%	4.5%
2017	1,387,628	3.2%	25,879	0.6%	4.4%	5.0%	3.7%
2018	1,436,891	3.6%	26,595	2.8%	3.9%	4.4%	3.1%
2019	1,482,476	3.2%	26,549	(0.2%)	3.7%	3.9%	3.0%
<b>CAGR</b>	<b>2.6%</b>	<b>-</b>	<b>0.9%</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Source: U.S. Bureau of Labor Statistics \*Unadjusted Non-Seasonal Rate



The preceding chart depicts unemployment trends in the county, Nevada and the U.S. Overall levels of unemployment in the county experienced minor fluctuations throughout 2019. By the end of December 2019, unemployment in the county was 1.1% lower than Nevada's and 0.7% lower than the national average. Due to the impact of the Pandemic quarantine, job losses spiked in March and April 2020 and unemployment increase to 14%. As can be seen Elko County returned to a more normalized unemployment rate of below 5%.

## AIRPORT STATISTICS

The following chart summarizes the local airport statistics.

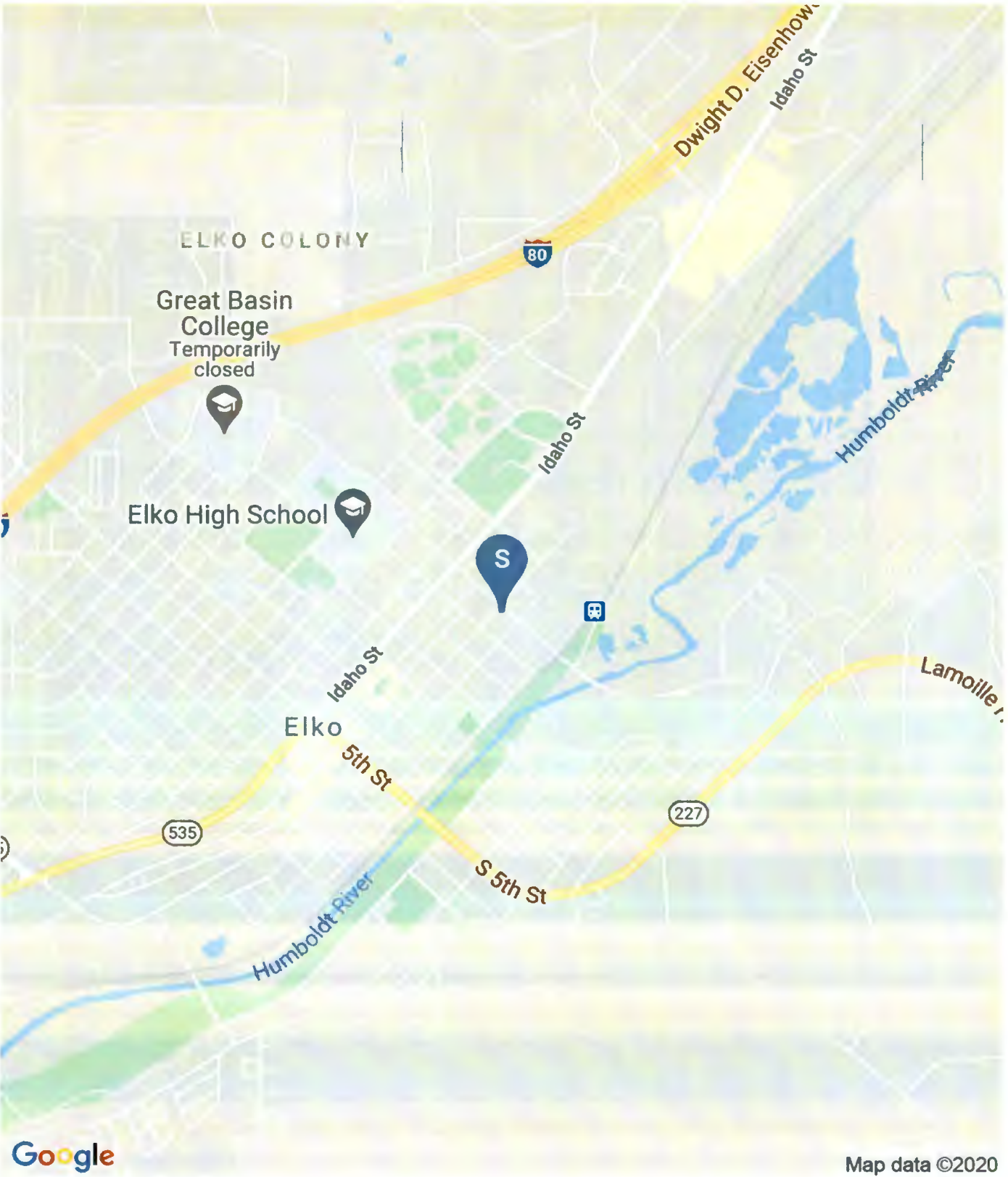


RENO/TAHOE INTERNATIONAL AIRPORT (RNO)		
YEAR	ENPLANED PASSENGERS	% CHG
2008	2,150,816	-
2009	1,828,818	(15.0%)
2010	1,857,488	1.6%
2011	1,821,051	(2.0%)
2012	1,685,333	(7.5%)
2013	1,671,926	(0.8%)
2014	1,611,572	(3.6%)
2015	1,669,863	3.6%
2016	1,771,864	6.1%
2017	1,953,028	10.2%
2018	2,048,916	4.9%

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## SUMMARY

Elko County is home to a diverse economy that has strong influences in the manufacturing, mining, tourism, and entertainment sectors. The county benefits from a strategic location and convenient connection to main transportation networks. Real estate in the county's area market should ultimately remain stable.



## INTRODUCTION

In this section of the report, we provide details about the local area and describe the influences that bear on the real estate market as well as the subject property. A map of the local area is presented on the prior page. Below are insights into the local area based on fieldwork, interviews, demographic data and experience working in this market.

## LOCAL AREA PROFILE

The subject property is in Elko, Nevada, the seat of Elko County. According to the 2010 census the population was 18,297. The city is approximately 124 miles east of Winnemucca. Elko is intersected by State Routes 225 and 227, and Interstate 80. Air transportation is provided by Elko Regional Airport, a public airport one mile west of downtown Elko. The Humboldt River passes through the city.

## DEMOGRAPHIC PROFILE

Below is a demographic study of the area, sourced by *Pitney Bowes/Gadberry Group - GroundView®*, an on-line resource center that provides information used to analyze and compare the past, present, and future trends of properties and geographical areas. Please note that our demographics provider sets forth income projections in constant dollars which, by definition, reflect projections after adjustment for inflation. We are aware of other prominent demographic data providers that project income in current dollars, which do not account for inflation. A simple comparison of projections for a similar market area made under the constant and current dollar methodologies can and likely will produce data points that vary, in some cases, widely. Further, all forecasts, regardless of demographer methodology(ies), are subjective in the sense that the reliability of the forecast is subject to modeling and definitional assumptions and procedures.



LOCAL AREA DEMOGRAPHICS							
DESCRIPTION	1 MILE	3 MILES	5 MILES	DESCRIPTION	1 MILE	3 MILES	5 MILES
<b>POPULATION</b>				<b>AVERAGE HOUSEHOLD INCOME</b>			
2000 Population	6,551	17,931	20,947	2019	\$79,018	\$97,200	\$96,184
2010 Population	6,787	19,550	22,700	2024	\$100,845	\$127,791	\$125,443
2019 Population	7,188	22,152	25,324	Change 2019-2024	27.62%	31.47%	30.42%
2024 Population	7,406	23,392	26,558	<b>MEDIAN HOUSEHOLD INCOME</b>			
Change 2000-2010	3.60%	9.03%	8.37%	2019	\$63,065	\$80,813	\$79,580
Change 2010-2019	5.91%	13.31%	11.56%	2024	\$79,231	\$98,234	\$96,038
Change 2019-2024	3.03%	5.60%	4.87%	Change 2019-2024	25.63%	21.56%	20.68%
<b>POPULATION 65+</b>				<b>PER CAPITA INCOME</b>			
2010 Population	675	1,645	1,904	2019	\$31,766	\$36,321	\$35,776
2019 Population	955	2,466	2,826	2024	\$40,950	\$48,175	\$47,101
2024 Population	1,110	2,939	3,344	Change 2019-2024	28.91%	32.64%	31.66%
Change 2010-2019	41.48%	49.91%	48.42%	<b>2019 HOUSEHOLDS BY INCOME</b>			
Change 2019-2024	16.23%	19.18%	18.33%	<\$15,000	7.5%	7.3%	7.4%
<b>NUMBER OF HOUSEHOLDS</b>				\$15,000-\$24,999	6.1%	5.9%	5.7%
2000 Households	2,592	6,580	7,622	\$25,000-\$34,999	11.3%	7.8%	7.4%
2010 Households	2,645	7,158	8,289	\$35,000-\$49,999	14.4%	9.0%	8.8%
2019 Households	2,808	8,091	9,259	\$50,000-\$74,999	18.4%	15.8%	17.5%
2024 Households	2,918	8,616	9,797	\$75,000-\$99,999	17.1%	17.7%	17.9%
Change 2000-2010	2.04%	8.78%	8.75%	\$100,000-\$149,999	17.6%	20.6%	20.0%
Change 2010-2019	6.16%	13.03%	11.70%	\$150,000-\$199,999	3.7%	9.3%	9.2%
Change 2019-2024	3.92%	6.49%	5.81%	\$200,000 or greater	3.8%	6.5%	6.2%
<b>HOUSING UNITS (2019)</b>				<b>MEDIAN HOME VALUE</b>			
Owner Occupied	1,477	5,139	6,000	AVERAGE HOME VALUE	\$164,318	\$211,851	\$200,997
Renter Occupied	1,345	3,005	3,235	<b>HOUSING UNITS BY UNITS IN STRUCTURE</b>			
<b>HOUSING UNITS BY YEAR BUILT</b>				1, detached	1,595	4,970	5,459
Built 2010 or later	19	496	539	1, attached	67	156	167
Built 2000 to 2009	194	785	927	2	111	212	216
Built 1990 to 1999	294	1,636	1,959	3 or 4	215	637	658
Built 1980 to 1989	313	1,438	1,797	5 to 9	162	391	394
Built 1970 to 1979	615	1,704	1,947	10 to 19	117	207	207
Built 1960 to 1969	345	609	649	20 to 49	63	97	97
Built 1950 to 1959	275	479	484	50 or more	0	208	214
Built 1940 to 1949	292	374	380	Mobile home	493	1,266	1,823
Built 1939 or earlier	460	570	577	Boat, RV, van, etc.	0	0	0

Source: Pitney Bowes/Gadberry Group - GroundView ©

## Transportation Routes

Major traffic arteries are shown in the chart below:

MAJOR ROADWAYS & THOROUGHFARES			
HIGHWAY	DIRECTION	FUNCTION	DISTANCE FROM SUBJECT
Interstate 80	east-west	Interstate Highway	This is within five miles of the subject property.
State Route 227	north-south	Local Highway	This is within one mile of the subject property.
SURFACE STREETS	DIRECTION	FUNCTION	DISTANCE FROM SUBJECT
Errecart Boulevard	east-west	Secondary Arterial	The subject property fronts this street.

## Economic Factors

Elko's economy is reliant on mining, with approximately 500 businesses serving the mines. Mining in Elko further affects approximately 1,200 businesses throughout the region that provide supplies, services and equipment to the industry. Main companies within the mining industry include Barrick Gold Corporation, Midway Gold Corporation, and General Moly Incorporated. The tourism sector is also a top employer within the city, with the local convention center booking an average of 24 days per month, and with 10 community events occurring throughout the city each year. Retail presence consists of restaurants, big-box stores, shopping centers, entertainment venues and locally owned businesses.

**Community Services**

Community services and facilities are readily available in the surrounding area. These include public services such as fire stations, hospitals, police stations, and schools (all ages). The subject property is located in the Elko County School District.

**IMMEDIATE AREA PROFILE**

This section discusses uses and development trends in the immediate area that directly impact the performance and appeal of the subject property.

**Predominant Land Uses**

Significant development in the immediate area consists of office, retail and industrial uses along major arterials that are interspersed with multi-family complexes and single-family residential development removed from arterials. The subject property is in south Elko, less than one-half mile north of the Humboldt River. Properties near the subject are land, office, retail, mixed commercial and residential. Retail uses in the area include Tacos Las Brisas, Terraces Business Center 2, Eddy's Bakery, and Montrose Glass. Office uses include Elko Veterinary Clinic, U.S. Forest Service-Mountain City, Ruby Mountains, Jarbidge Ranger District, and Pinion Orthopedics. Residential uses in the immediate area are single-family and multi-family properties, including Winchester Court Apartments and Sunrise Apartments. Elko Regional Airport is approximately five miles northwest of the subject.

**SUBJECT PROPERTY ANALYSIS**

The following discussion draws context and analysis on how the subject property is influenced by the local and immediate areas.

**Subject Property Analysis**

The uses adjacent to the property are noted below:

- › **North** - Mixed Commercial Industrial
- › **South** - Residential
- › **East** - Medical Office Owner Occupant
- › **West** - Residential

**Access**

The subject site has no frontage or access on an arterial. Based on our field work, the subject's access is rated below average compared to other properties with which it competes.

**Visibility**

The subject is not clearly visible from improved roadways as a floodway parcel. In comparison to competitive properties, the subject property has below average visibility.

**Subject Conclusion**

Trends in the local and immediate areas, adjacent uses and the property's specific location features indicate an overall typical external influence for the subject, which is concluded to have an average position in context of competing properties.

**SUMMARY**

Elko's economy is well supported by the mining industry, resulting in main sources of employment for its residents. The city benefits from the economic impact generated by transient visitors, mostly in the retail and hospitality sectors. Elko has a strategic location with convenient connections to well-traveled transportation networks.



## General Description

The subject site consists of the corner portion of the parcel number 001-366-003. The size of the parcel according to the City of Elko Surveyor will be 35 X 50 or 1,750 SF. The area is estimated based on the survey preliminary estimate and may change when a professional survey determines more precise measurements. Going forward, our valuation analyses will utilize the usable site area of 1,750 SF. The following discussion summarizes the subject site size and characteristics. The subject site is a rectangular shaped parcel with frontage along a major arterial 12th Street.

## Assessor Parcel

001-366-003

## Number Of Parcels

1

## Land Area

	Acres	Square Feet
Primary Parcel	0.04	1,750
Unusable Land	0.00	0
Excess Land	0.00	0
Surplus Land	0.00	0
<b>Total Land Area</b>	<b>0.04</b>	<b>1,750</b>

## Total Land Area

## Shape

Rectangular - See Plat Map For Exact Shape

## Topography

Level at street grade

## Drainage

Sloped for offsite drainage

## Utilities

Utilities at Site

## Street Improvements

Street	Direction	No. Lanes	Street Type	Curbs	Sidewalks	Streetsights	Center Lane	Gutters
12th Street	Primary Street	two-way	three-lane major arterial	✓	✓	✓	✓	✓
Silver Street	Secondary Street	two-way	two-lane minor arterial					

## Frontage

The subject is located on the west side of 12th Street with approximately 50 feet of frontage. The southern border has 35 feet of frontage on Silver Street.

## Accessibility

**Average** - The subject site does have good access on a corner site at a signalized intersection of 12th Street and Silver Street. 12th Street bridges the Humboldt River to the south of the subject which creates significant traffic and exposure for the site.

## Exposure

**Average** - The subject has good 12 th Street roadway exposure.

## Seismic

The subject is in Moderate Risk.

## Flood Zone

Zone X (Unshaded). This is referenced by Community Number 32007, Panel Number 32007C5609E, dated September 04, 2013. Zone X (unshaded) is a Non-Special Flood Hazard Area (NSFHA) of minimal flood hazard, usually depicted on Flood Insurance Rate Maps (FIRM) as above the 500-year flood level. This is an area in a low to moderate risk flood zone that is not in any immediate danger from flooding caused by overflowing rivers or hard rains. In communities that participate in the National Flood Insurance Program (NFIP), flood insurance is available to all property owners and renters in this zone.

# SITE DESCRIPTION

CONTINUED

LAS200140

## Site Rating

Overall, the subject site is considered an above average site in terms of its location, exposure, and lack of access. This site does have immediate access to employment, education and shopping centers, recognizing its location near a residential neighborhood collector street.

## Easements

A preliminary title report was not available for review. During the on-site inspection and information provided by the City of Elko, the subject has no apparent adverse easements or legal encumbrances. This appraisal assumes that there is no negative value impact from non-standard easements.

## Soils

A detailed soils analysis was not available for review. Based on the development of the subject, it appears the soils are stable and suitable for the existing improvements.

## Hazardous Waste

We have not conducted an independent investigation to determine the presence or absence of toxins on the subject property. If questions arise, the reader is strongly cautioned to seek qualified professional assistance in this matter. Please see the Assumptions and Limiting Conditions for a full disclaimer.

## Improvements Description

The subject has a small 640 SF office/residence with 2 bedrooms, 1 bathroom and a kitchen. The property was leased in the recent past as a residence at \$850 per month; however, there is no onsite parking other than on the adjacent property that is currently owner by the title holder. It is assumed that parking was provided by adjacent site that is common ownership.

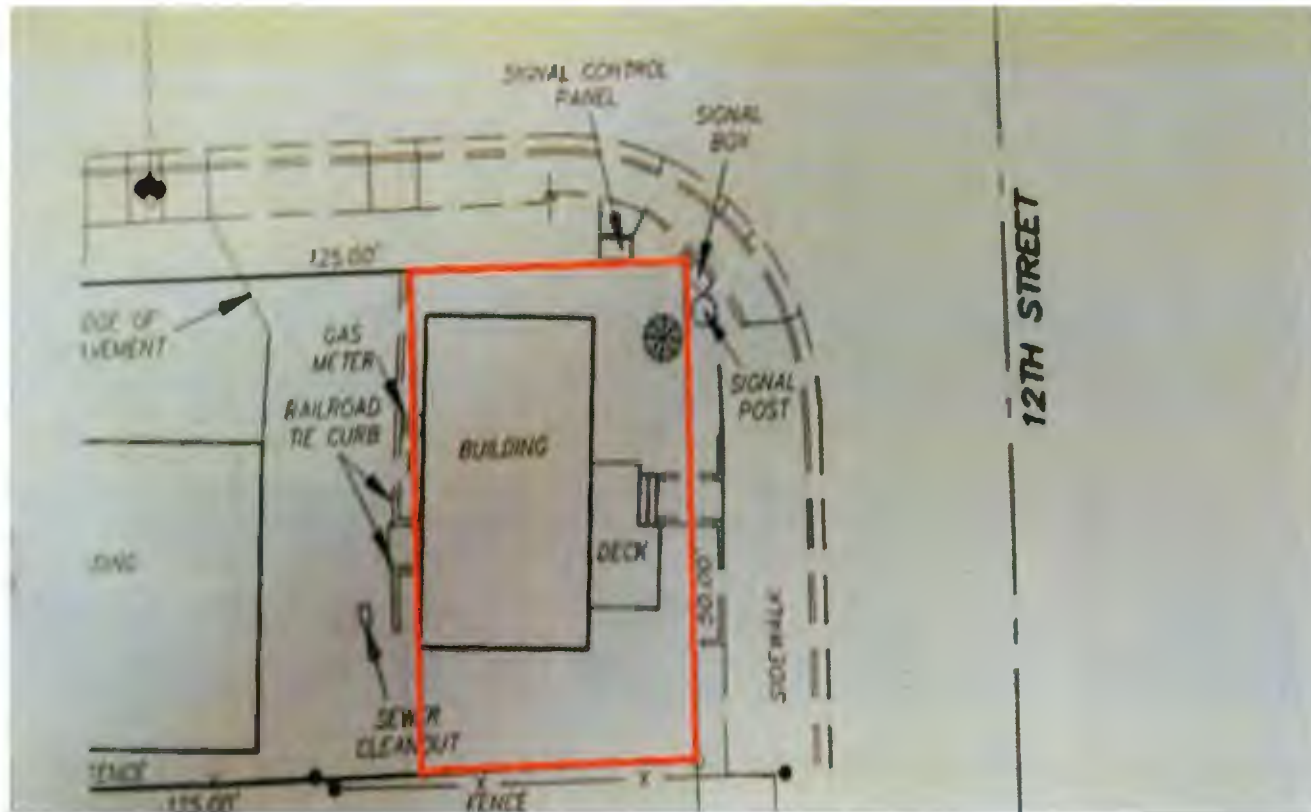
Structure 1 of 3				
Property Type	Description	Style	Total Floor Area	Year Built
COM	OFFICE BLDG.		640	1916
Section 1				
Section Information				
Stories Per Section	Stories Per Building	Area	Effective Age	
1	0	640	104	
Occupancies				
Occupancy Group	Occupancy Type	Class	Finished Area	
Offices, Medi& Public Buildings	Office Building	Wood or Steel Framed Exterior Walls	640 Sq. Ft.	
Heating, Cooling & Ventilation		Exterior Walls		
Forced Air Unit	100 % of Total Floor Area 2 Climate	Stud -Vinyl Siding	100 % of Exterior Wall	



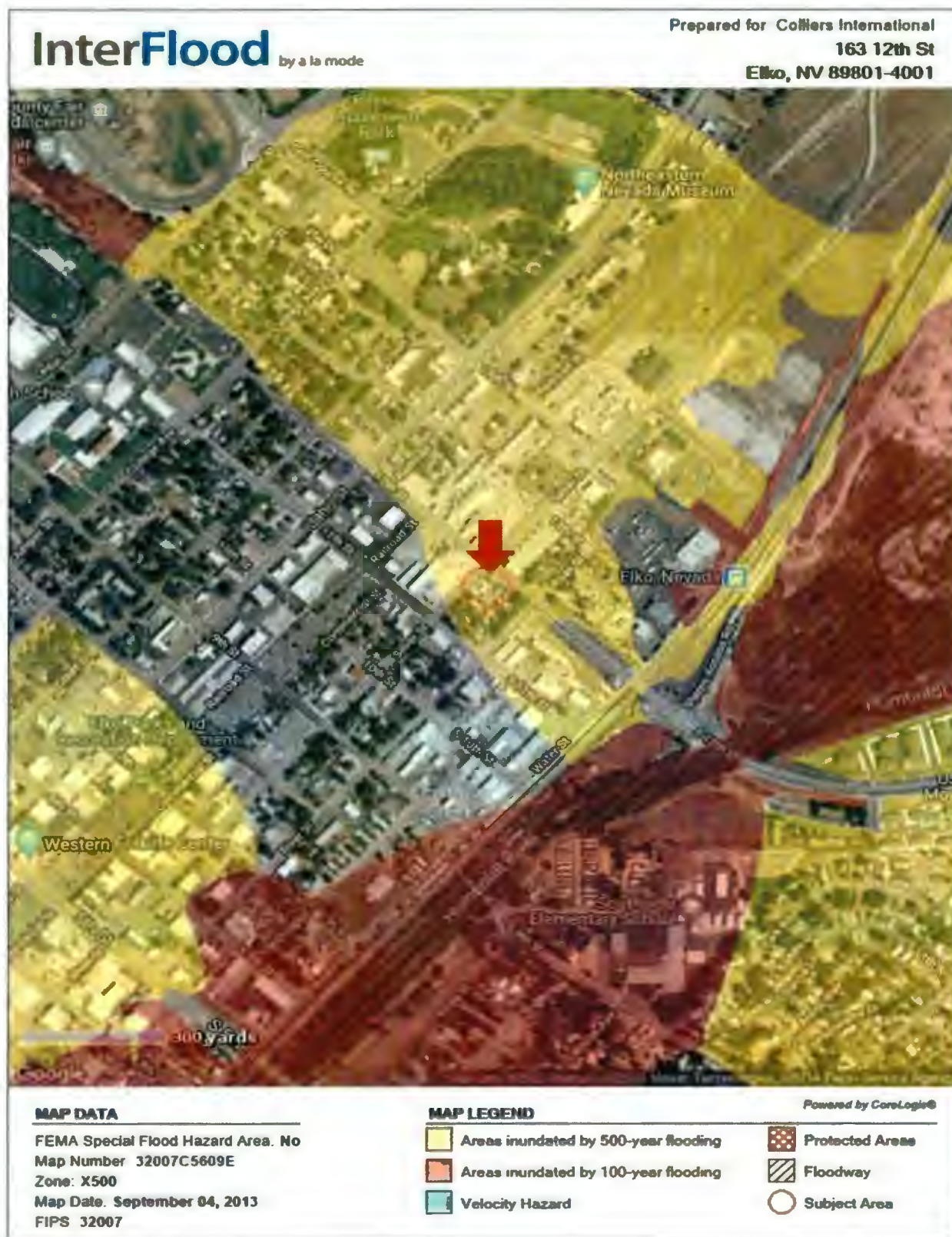
PLAT/SITE MAP







## FLOOD MAP





## INTRODUCTION

Assessment of real property is established by an assessor that is an appointed or elected official charged with determining the value of each property. The assessment is used to determine the necessary rate of taxation required to support the municipal budget. A property tax is a levy on the value of property that the owner is required to pay to the municipality in which it is situated. Multiple jurisdictions may tax the same property.

The subject property is located within Elko County. The assessed value and property tax for the current year are summarized in the following table. The subject taxes are combined with the common ownership to the west as the subject site remains a portion of a larger parcel.

Assessments				
Taxable Value	Land	Building	Per. Property	Totals
Residential	0	0	0	0
Com / Ind.	75,000	46,326	0	121,326
Agricultural	0	0	0	0
Exempt	0	0	0	0
Pers. Exempt				0
Total	75,000	46,326	0	121,326
Assessed Value	Land	Building	Per. Property	Totals
Residential	0	0	0	0
Com / Ind.	26,250	16,214	0	42,464
Agricultural	0	0	0	0
Exempt	0	0	0	0
Pers. Exempt				0
Total	26,250	16,214	0	42,464
	New Land	New Const.	New P.P.	Omit Bldg
Residential	0	0	0	0
Com / Ind.	0	0	0	0
Agricultural	0	0	0	0
Exempt	0	0	0	0
Totals	0	0	0	0

## Payment History

	Fiscal Year	Total Due	Total Paid	Amount Unpaid	Date Paid
+	(2020 - 2021)	\$1,480.01	\$0.00	\$1,480.01	
+	(2019 - 2020)	\$1,473.94	\$1,473.94	\$0.00	3/12/2020
+	(2018 - 2019)	\$1,506.50	\$1,506.50	\$0.00	4/19/2019
Show 4 More					

## - Tax Cap Abatements

Year	Returned Status	Returned Date	Returned Code	Tax Cap	Reason
2021	Returned		QHC - Qualified for High Cap	3.60 %	
2020	Returned		QHC - Qualified for High Cap	3.60 %	
2019	Returned		QHC - Qualified for High Cap	5.20 %	
Show 14 More					

## INTRODUCTION

Zoning requirements typically establish permitted and prohibited uses, building height, lot coverage, setbacks, parking and other factors that control the size and location of improvements on a site. The zoning characteristics for the subject property are summarized below:

ZONING SUMMARY	
<b>Municipality Governing Zoning</b>	Elko County Planning & Zoning Department
<b>Current Zoning</b>	General Industrial (ZGI)
<b>Permitted Uses</b>	See Zoning Ordinance detail
<b>Prohibited Uses</b>	Those uses not approved within the zoning code or approved by special permit
<b>Current Use</b>	Vacant Residential Parcel
<b>Is Current Use Legally Permitted?</b>	Yes
<b>Zoning Change</b>	Not Likely

## ZONING CONCLUSIONS

Based on the interpretation of the zoning ordinance, the subject property is zoned for industrial and if developed, improvements could be rebuilt if unintentionally destroyed.

Detailed zoning studies are typically performed by a zoning or land use expert, including attorneys, land use planners, or architects. The depth of our analysis correlates directly with the scope of this assignment, and it considers all pertinent issues that have been discovered through our due diligence. Please note that this appraisal is not intended to be a detailed determination of compliance, as that determination is beyond the scope of this real estate appraisal assignment.

## INTRODUCTION

As concluded ahead, the highest and best use of the subject site as-vacant is hold for future use. Therefore, this section provides a brief study of industrial supply/demand conditions for the Market Name Market and Elko Submarket, market participant interviews and transaction trends. These findings are used to support our conclusions for the competitive position, and exposure period of the subject site.

## ELKO INDUSTRIAL SUBMARKET OVERVIEW

The following is an analysis of supply/demand trends in the Elko Industrial submarket using information provided by CoStar. The table below presents historical data for key market indicators.

ELKO HISTORICAL STATISTICS (LAST TEN YEARS)					
PERIOD	SUPPLY	NEW CONSTRUCTION	NET ABSORPTION	VACANCY	ASKING RENT
2010	780,804 SF	0 SF	35,100 SF	3.3%	\$10.55/SF
2011	780,804 SF	0 SF	(18,468) SF	4.3%	\$9.51/SF
2012	806,911 SF	26,107 SF	51,775 SF	2.1%	\$9.30/SF
2013	856,796 SF	49,885 SF	22,735 SF	3.4%	\$10.60/SF
2014	856,796 SF	0 SF	(5,980) SF	4.8%	\$12.53/SF
2015	856,796 SF	0 SF	9,752 SF	4.2%	\$13.76/SF
2016	868,796 SF	12,000 SF	(3,707) SF	3.6%	\$12.63/SF
2017	868,796 SF	0 SF	44,151 SF	4.6%	\$11.20/SF
2018	868,796 SF	0 SF	(461) SF	0.6%	\$12.84/SF
2019	877,036 SF	0 SF	310 SF	0.9%	\$12.97/SF
CAGR	1.2%	-	-	-	2.1%

Compiling data based on CoStar data for the Elko Industrial submarket from 2010 to 2019.

Source: CoStar

The following table summarizes the trailing four quarter performance of the Elko submarket.

ELKO TRAILING FOUR QUARTER PERFORMANCE					
PERIOD	SUPPLY	NEW CONSTRUCTION	NET ABSORPTION	VACANCY	ASKING RENT
2019 Q3	868,796 SF	0 SF	160 SF	0.7%	\$13.70/SF
2019 Q4	877,036 SF	0 SF	150 SF	0.7%	\$11.87/SF
2020 Q1	877,036 SF	0 SF	0 SF	0.7%	\$11.87/SF
2020 Q2	877,036 SF	0 SF	(26,590) SF	3.7%	\$1.63/SF

Source: CoStar

Key supply/demand statistics for the most recent quarter, last year and historical averages are summarized below.

ELKO MARKET TREND ANALYSIS			
	Q2 2020	2019	Last 10
Total SF	877,036	877,036	842,233
Vacant SF	32,475	7,455	26,606
Market Vacancy	3.7%	0.9%	3.2%
Construction Growth Rate	0.0%	0.0%	1.2%
Absorption Rate	(3.0%)	0.0%	1.5%
Average Asking Rent/SF	\$1.63	\$12.97	\$11.59

Source: CoStar

## Elko Submarket Conclusion

Based on the preceding analysis, the Elko Industrial market demonstrates sound fundamentals. Analysis of supply and demand factors indicate the market is currently stable with no evidence to prove this will change any time soon. The greatest strength of the market appears to be its low vacancy rates. There are no observed weaknesses of the market that stand out.



**BROKER / MARKET PARTICIPANT INTERVIEWS**

Interviews with brokers and other market participants were conducted to put previously discussed trends and data into better context of what is really occurring in the marketplace.

SALES PERSPECTIVE INTERVIEW	
Name	Elko Brokers
Company	
Location	Elko
Survey Date	2Q 2020
Survey Property Profile	Industrial and Commercial Land

According to Elko Brokers, sale transactions have been moderate over the past six months for the subject property type, with most activity being seen from local buyers. The market participant reported that standard investment opportunities are currently in greatest demand. This property type is considered to have general availability, with numerous listings offered within the marketplace. Based on these factors, conditions are in equilibrium in regard to negotiating sale terms. Marketing periods are ranging from 6 to 12 months, with an average approximately 12 months. Pricing for this property type generally falls within a moderate range from \$2 to \$5 per square foot.

**TRANSACTION TRENDS**

In the open market, the subject property type would command most interest from local buyers that are actively pursuing similar standard investment properties. There is currently moderate buyer demand for substitute properties of the subject based on the volume of sale transactions and reports by buyers, sellers and other market participants during confirmation of market transactions. The most probable buyer is a local business owner and secondarily an investor. The owner user development market is cyclical and tied to the mining industry. When mining products are in higher demand and business activity is spiking, development demand increases.

Based on the preceding analysis, there is an established sales market for the subject property type; however, there appear to be limitations with regard to depth of the market. As previously discussed, the velocity of sale transactions has been low over the past six months. Currently there is moderate buyer demand, while there is general availability for this property type on the supply side. Based on these factors, conditions are in equilibrium in regard to negotiating sale terms.

**SUBJECT PROPERTY ANALYSIS**

Based on our analysis of the subject property and investigation of substitute properties in the marketplace, the subject is considered to have Average overall buyer appeal with an Average competitive position if the asset was exposed to the open market.

**EXPOSURE TIME & MARKETING PERIOD**

Exposure time is defined as "The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market" (The Dictionary of Real Estate Appraisal, Appraisal Institute, 2015). Reasonable exposure time is impacted by the aggressiveness and effectiveness of a property's exposure to market participants, availability and cost of financing, and demand for similar investments. Exposure time is best established based the recent history of marketing periods for comparable sales, discussions with market participants and information from published surveys.

The availability of acquisition financing factors into exposure time. In recent quarters, financing has been available for well-positioned commercial real estate, particularly for stabilized assets within core MSAs and owner/user deals. For second tier or marginal properties, financing has been available but subject to more stringent requirements. Based on review of the local capital market, we conclude that adequate financing options would not have been available to consummate a sale of the property on the date of value.

**Exposure Time Conclusion**

The preceding information generally supports an exposure time range from 9 to 12 months for sites similar to the subject. Based on its overall physical and locational characteristics, the subject site has below average overall appeal to developers and/or owner/users. Considering these factors, a reasonable estimate of exposure time for the subject property is 9 to 12 months.

**Marketing Period Conclusion**

Marketing period is very similar to exposure time, but reflects a projected time period to sell the property, rather than a retrospective estimate. Having reviewed open listings and discussed the market with local participants, and given the nature of this site, we feel that a time period of 9 to 12 months is supported for the subject's marketing period.



## INTRODUCTION

The highest and best use of an improved property is defined as that reasonable and most probable use that will support its highest present value. The highest and best use, or most probable use, must be legally permissible, physically possible, financially feasible, and maximally productive. This section develops the highest and best use of the subject property As-Vacant.

## AS-VACANT ANALYSIS

### Legal Factors

The legal factors that possibly influence the highest and best use of the subject site are discussed in this section. Private restrictions, zoning, building codes, historic district controls, and environmental regulations are considered, if applicable to the subject site. Permitted uses of the subject's General Industrial (ZGI) zoning were listed in the Zoning Analysis section. Overall, legal factors support a range of office, industrial, and some mixed-use related uses for the subject site.

### Physical & Locational Factors

Regarding physical characteristics, the subject site is rectangular in shape and has level topography with average to good access and exposure. The subject site has good roadway frontage and access that could typically result in a good commercial use. The immediate area is developed with commercial and industrial properties and a mix of single-family residential removed from arterials. Because of the smaller site size and lack of onsite parking after the lot split, the site utility will be impacted negatively. We believe the physical and locational features best support holding the property for a future use as yard storage or parking lot or public use.

### Feasibility Factors

Regarding financial feasibility of industrial properties in the region, construction delivery trends were previously discussed in the Market Analysis section. In general, the Elko Market area is experiencing owner user growth but limited investment property growth given the fluctuations in mining and expectations of long term stability. We found in our research of comparable sales and rental properties in Elko that there are competing vacant sites available for development that have access, frontage, and elevation out of the flood hazard zone. After discussions with brokers and appraisers in the Elko market area, the most probable buyers (owner users) would strongly consider the impact of the subject's lack of site utility with parking and smaller size. These considerations could limit the pool of buyers for the subject site.

### As-Vacant Conclusion

Because competing sites do not typically limit the parking and parcel access, we believe the subject's highest and best use is to hold for future development or sold as is for a public use in its as is condition.

## INTRODUCTION

The following presentation of the appraisal process deals directly with the valuation of the subject property. The As-Is Market Value of the subject's fee simple interest is estimated using the Sales Comparison Approach, which is recognized as the standard appraisal technique for commercial land. The Cost and Income Capitalization Approaches are not applicable when valuing unimproved commercial land and are therefore excluded. Their exclusion is not detrimental to the reliability or credibility of the final value conclusion.

## SALES COMPARISON APPROACH

The Sales Comparison Approach is based on the principle of substitution, which asserts that no one would pay more for a property than the value of similar properties in the market. This approach analyzes comparable sales by applying transactional and property adjustments in order to bracket the subject property on an appropriate unit value comparison. The sales comparison approach is applicable when sufficient data on recent market transactions is available. Alternatively, this approach may offer limited reliability because many properties have unique characteristics that cannot be accounted for in the adjustment process.

## VALUATION ANALYSIS

As previously discussed within the Valuation Methods section, the subject is valued as one marketable economic site in this appraisal. Value is influenced by a number of factors; most prominent of which is development and use potential. These factors, as well as others, are considered in the following analysis.

## UNIT OF COMPARISON

The most relevant unit of comparison is the price per square foot of land area. Because we are appraising the subject as an economic unit as a site with a small building, the best indicator of value and comparison basis is the price per square foot of site area. This indicator best reflects the analysis used by buyers and sellers in this market for land (with minor improvements) with similar utility and zoning in this marketplace.

## COMPARABLE SELECTION

A thorough search was made for similar land sales in terms of proximity to the subject, size, location, development potential, and date of sale. In selecting comparables, emphasis was placed on confirming recent sales of commercial sites that are similar to the subject property in terms of location and physical characteristics. Overall, the sales selected represent the best comparables available for this analysis.

## ADJUSTMENT PROCESS

Quantitative adjustments are made to the comparable sales. The following adjustments or general market trends were considered for the basis of valuation.

### Transactional Adjustments

Dollar adjustments to the comparable sales were considered and made when warranted for transactional adjustments in the sequence shown below:

Property Rights Transferred	The valuation of the subject site was completed on a fee simple basis. If warranted, leased fee, leasehold and/or partial interest land sales were adjusted accordingly.
Financing Terms	The subject site was valued on a cash equivalent basis. Adjustments were made to the comparables involving financing terms atypical of the marketplace.
Conditions of Sale	This adjustment accounts for extraordinary motivation on the part of the buyer or seller often associated with distressed sales and/or assemblages.



**Expenditures After Purchase** Adjustments were applied if site conditions warranted expenditures on the part of the buyer to create a buildable site. Examples include costs for razing pre-existing structures, general site clearing and/or mitigation of environmental issues. Because all of the sales are user ready sites, we made an adjustment to the final value for access easement and removal from flood zone.

**Market Conditions** Market conditions adjustments were based on a review of historical sale data, market participant interviews and review of current versus historical pricing. Based on our research, the following table summarizes the market conditions adjustment applied in this analysis.

The market has exhibited value stability during the time from the oldest sale date up through the period preceding COVID-19; therefore a market conditions adjustment is not warranted. However, we believe the 2018 sales require pre-Covid appreciation adjustments of 5%.

## COVID-19 Impact Adjustment

While we applied market conditions adjustments for date of sale preceding the date of value for factors such as rent growth generated market appreciation prior to COVID-19, we recognize the need for straight-line adjustment for near-term value depreciation anticipated and increased risk premiums for intermediate market uncertainty, which we have applied a -5% downward adjustment, which differs from the market adjustments to the sales, which up until the point in time that the impact of COVID-19 became more apparent.

## Property Adjustments

Quantitative percentage adjustments are also made for location and physical characteristics such as size, shape, access, exposure, topography, zoning and overall utility. Where possible the adjustments applied are based on paired data or other statistical analysis. For example, location adjustments are based primarily on review of land values in the market areas for the comparables relative to the subject. It should be stressed that the adjustments are subjective in nature and are meant to illustrate our logic in deriving a value opinion for the subject site.

## Size Adjustment

The subject when split to a smaller 1,750 SF parcel will be significantly smaller than the comparable sales. Typically, the smaller the site size the higher the price per square foot. This inverse relationship is not a direct calculation as the subject's smaller site has less utility than a larger site so were determined through match paired analysis that smaller sizes could sell 50% higher than larger sizes. We utilized a slightly lower adjustment of 40% given that the smaller size has less utility.

## Improvements Adjustments

We interviewed several brokers in southern and norther Nevada with regard to understanding a reasonable adjustment to land parcels for improvements. We considered the marketability of each sale regarding the utility. We believe that the multi-family Sale 1 had superior improvement utility with 3,020 SF and three tenant space. We adjusted this sale downward 20% for superior income potential. Sale 3 is a downtown multi-tenant retail property with 5,000 SF and multi-tenant improvements. We applied a significant downward adjustment to this sale for superior improvements.

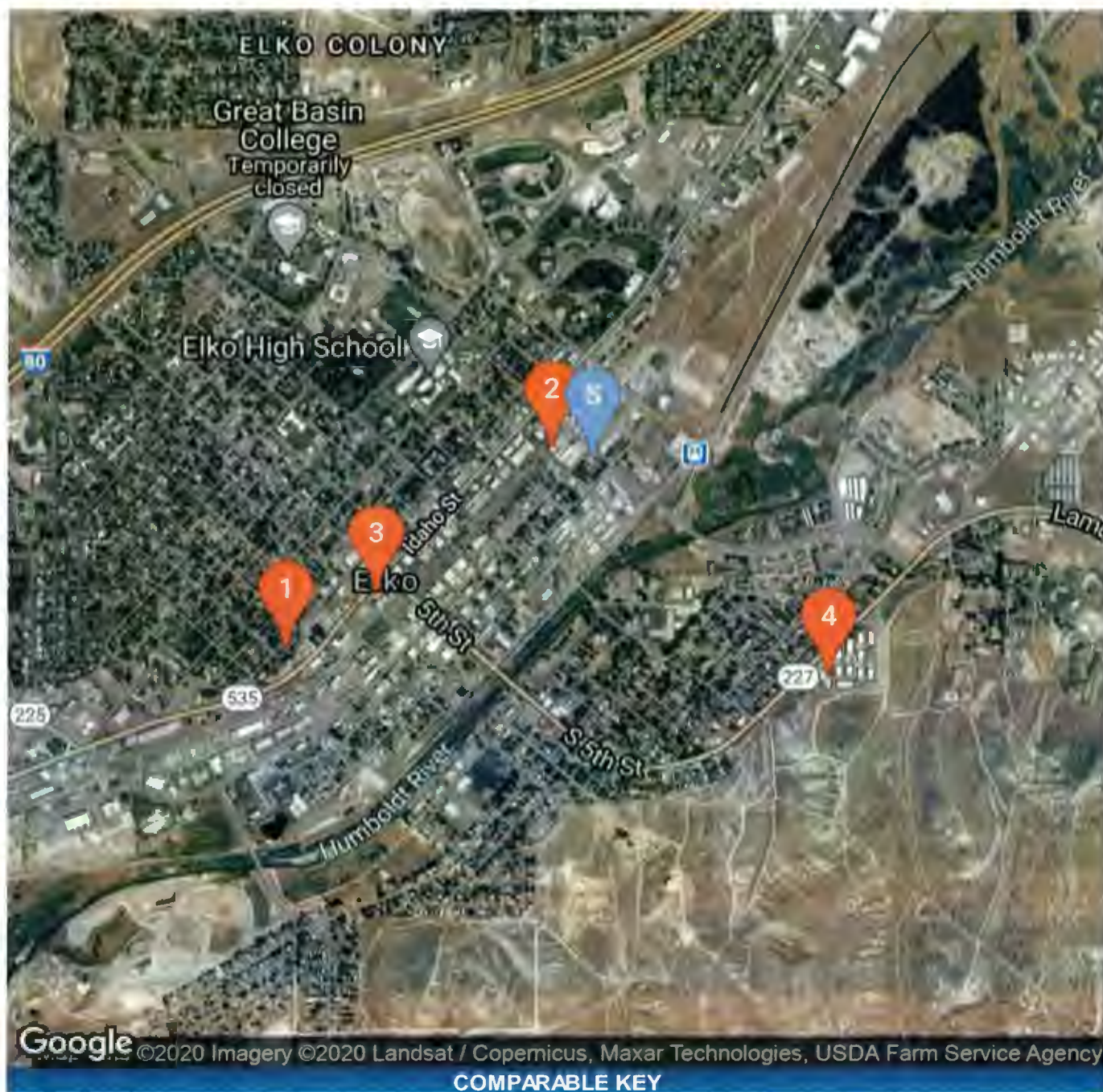
## VALUATION PRESENTATION

The following Sales Summation Table, Location Map and datasheets summarize the sales data used in this analysis. Following these items, the comparable land sales are adjusted for applicable elements of comparison and the opinion of site value is concluded.



LAND SALES SUMMATION TABLE					
COMPARABLE	SUBJECT	COMPARABLE 1	COMPARABLE 2	COMPARABLE 3	COMPARABLE 4
Name	Office Parcel	3- Unit Apartment	Warehouse Site	Store Front Lot	GSR Rentals
Address	163 12th Street	116 Court St	282 11th St	442 Idaho Street	1102 Lamoille Hwy
City	Elko	Elko	Elko	Elko	Elko
State	NV	Nevada	Nevada	NV	NV
Zip	89801	89801	89801	89801	89801
County	Elko	Elko	Elko	Elko	Elko
APN	001-366-003	001-214-002	001-363-005	001-265-003	001-740-047
PHYSICAL INFORMATION					
SF	1,750	6,011	5,515	5,001	8,189
Location	Average	Average	Average	Average	Average
Exposure	Average	Fair	Average	Average	Fair
Access	Average	Fair	Average	Average	Fair
Shape	Rectangular	Rectangular	Rectangular	Rectangular	Irregular
Site Utility Rating	Average	Average	Average	Average	Average
Zoning	ZGI	Residential	Industrial	C	C
Flood Zone	Zone X (Unshaded)	Zone X	Zone X	Zone X	Zone X
Corner	Yes	No	No	No	No
Topography	Level	Level	Level	Level	Slight Slope
Easements	Non-Standard	None	None	None	None
SALE INFORMATION					
Date		6/20/2018	3/22/2018	1/30/2018	3/5/2018
Status		Closed	Closed	Closed	Closed
Rights Transferred		Leased Fee	Fee Simple	Fee Simple	Fee Simple
Transaction Price		\$272,000	\$200,100	\$340,000	\$150,000
Analysis Price		\$272,000	\$200,100	\$340,000	\$150,000
\$/SF Land		\$45.25	\$36.28	\$67.99	\$18.32

## SALES LOCATION MAP



### COMPARABLE KEY

COMP	DISTANCE	ADDRESS	SALE DATE	ACRES	SF	\$/SF
SUBJECT	-	163 12th Street Elko, Nevada	-	0.040	1,750	\$45.00
No. 1	1 Mile	116 Court St, Elko, Nevada	6/20/2018	0.138	6,011	\$45.25
No. 2	0.1 Miles	282 11th St, Elko, Nevada	3/22/2018	0.130	5,515	\$36.28
No. 3	0.6 Miles	442 Idaho Street, Elko, NV	1/30/2018	0.110	5,001	\$67.99
No. 4	0.7 Miles	1102 Lamoille Hwy, Elko, NV	3/5/2018	0.188	8,189	\$18.32



## LAND SALES EXHIBITS





## COMPARABLE 1

### LOCATION INFORMATION

Name	3- Unit Apartment
Address	116 Court St
City, State, Zip Code	Elko, Nevada, 89801
County	Elko
MSA	Elko
APN	001-214-002

### SALE INFORMATION

Transaction Date	06/20/2018
Transaction Price	\$272,000
Analysis Price	\$272,000
Recording Number	742474
Rights Transferred	Leased Fee
Marketing Time	N/A Months

### PHYSICAL INFORMATION

Intended Use	Residential Income	
Location	Average	
Flood Zone	Zone X	
Frontage	Fair	
Site Size	Acres	SF
Net	0.14	6,011
Gross	0.14	6,011
Zoning	Residential	
Shape	Rectangular	
Topography	Level	
Access	Fair	
Exposure	Fair	
Corner	No	



## 3- UNIT APARTMENT

### ANALYSIS INFORMATION

Price	<u>\$/Acre</u>	<u>\$/SF</u>
Gross	\$1,971,014	\$45.25
Net	\$1,971,014	\$45.25

### CONFIRMATION

Name	
Company	Costar
Source	Public Records
Date / Phone Number	08/20/2020

### REMARKS

This property is an income producing residential conversion to a three unit apartment. The property sold at \$45.25 per square foot of land area. The site has onsite parking and interior residential location. The SFR is 3,020 SF and has a basement and first level and a detached garage. The property was constructed in approximately 1916 according to assessor records.

## COMPARABLE 2

### LOCATION INFORMATION

Name	Warehouse Site
Address	282 11th St
City, State, Zip Code	Elko, Nevada, 89801
County	Elko
MSA	Elko
APN	001-363-005

### SALE INFORMATION

Transaction Date	03/22/2018
Transaction Price	\$200,100
Analysis Price	\$200,100
Recording Number	738453
Rights Transferred	Fee Simple
Marketing Time	N/A Months

### PHYSICAL INFORMATION

Intended Use	Warehouse	
Location	Average	
Flood Zone	Zone X	
Frontage	Average	
Site Size	Acres	SF
Net	0.13	5,515
Gross	0.13	5,515
Zoning	Industrial	
Shape	Rectangular	
Topography	Level	
Access	Average	
Exposure	Average	
Corner	No	



## WAREHOUSE SITE

### ANALYSIS INFORMATION

Price	<u>\$/Acre</u>	<u>\$/SF</u>
Gross	\$1,539,231	\$36.28
Net	\$1,539,231	\$36.28

### CONFIRMATION

Name	
Company	Costar
Source	Costar
Date / Phone Number	08/20/2020

### REMARKS

This sale is an improved corner site in Elko with an older restaurant building with approximately 2,400 SF. The property could be industrial, office or some retail uses. The site has good access, exposure, and access to utilities.

## COMPARABLE 3

### LOCATION INFORMATION

Name	Store Front Lot
Address	442 Idaho Street
City, State, Zip Code	Elko, NV, 00000
APN	001-265-003

### SALE INFORMATION

Transaction Date	01/30/2018
Transaction Status	Recorded
Transaction Price	\$340,000
Analysis Price	\$340,000
Recording Number	9/29/3916
Rights Transferred	Fee Simple
Financing	All Cash
Conditions of Sale	Arms-Length

### PHYSICAL INFORMATION

Intended Use	Commercial	
Location	Average	
Frontage	Average	
Site Size	Acres	SF
Net	0.11	5,001
Gross	0.11	5,001
Zoning	C	
Shape	Rectangular	
Access	Average	
Exposure	Average	



### STORE FRONT LOT

### ANALYSIS INFORMATION

Price	<u>\$/Acre</u>	<u>\$/SF</u>
Gross	\$3,090,909	\$67.99
Net	\$3,090,909	\$67.99

### CONFIRMATION

Name	
Company	Costar
Source	Public Records
Date / Phone Number	08/20/2020

### REMARKS

Property details were taken from Costar and Public Records. Parties to the transaction were not available for interview. The building with approximately 5,000 SF have 100% site coverage and parking is on the street frontage. The assessors records indicate the property was a bar/tavern with other tenant spaces and second floor office/storage. Limited parking was available at the rear of the site with alley way access.



# LAND VALUATION

CONTINUED

LAS200140

## COMPARABLE 4

### LOCATION INFORMATION

Name GSR Rentals  
Address 1102 Lamoille Hwy  
City, State, Zip Code Elko, NV, 00000  
APN 001-740-047

### SALE INFORMATION

Transaction Date 03/5/2018  
Transaction Status Recorded  
Transaction Price \$150,000  
Analysis Price \$150,000  
Recording Number 12/21/3919  
Rights Transferred Fee Simple  
Financing All Cash  
Conditions of Sale Arms-Length

### PHYSICAL INFORMATION

Intended Use Flex Office  
Location Average  
Frontage Fair  
Site Size Acres SF  
Net 0.19 8,189  
Gross 0.19 8,189  
Zoning C  
Shape Irregular  
Access Fair  
Exposure Fair



## GSR RENTALS

### ANALYSIS INFORMATION

Price	\$/Acre	\$/SF
Gross	\$797,872	\$18.32
Net	\$797,872	\$18.32

### CONFIRMATION

Name  
Company Costar  
Source Public Records  
Date / Phone Number 08/20/2020

### REMARKS

Property details were taken from Costar and Public Records. Parties to the transaction were not available for interview. The building with approximately 1,261 SF listed as an industrial flex office. The site area has yard storage and parking. The construction date is listed by the assessor's records at 1989.

LAND SALES ADJUSTMENT TABLE

COMPARABLE	SUBJECT	COMPARABLE 1	COMPARABLE 2	COMPARABLE 3	COMPARABLE 4
Name	Office Parcel	3- Unit Apartment	Warehouse Site	Store Front Lot	GSR Rentals
Address	163 12th Street	116 Court St	282 11th St	442 Idaho Street	1102 Lamoille Hwy
City	Elko	Elko	Elko	Elko	Elko
APN	001-366-003	001-214-002	001-363-005	001-265-003	001-740-047
SF	1,750	6,011	5,515	5,001	8,189
Location	Average	Average	Average	Average	Average
Exposure	Average	Fair	Average	Average	Fair
Access	None Noted	Fair	Average	Average	Fair
Shape	Rectangular	Rectangular	Rectangular	Rectangular	Irregular
Site Utility Rating	Average	Average	Average	Average	Average
SALE INFORMATION					
Date		6/20/2018	3/22/2018	1/30/2018	3/5/2018
Status		Closed	Closed	Closed	Closed
Rights Transferred		Leased Fee	Fee Simple	Fee Simple	Fee Simple
Analysis Price		\$272,000	\$200,100	\$340,000	\$150,000
Price/SF		\$45.25	\$36.28	\$67.99	\$18.32
TRANSACTIONAL ADJUSTMENTS					
Property Rights		0%	0%	0%	0%
Financing		0%	0%	0%	0%
Conditions of Sale		0%	0%	0%	0%
Expenditures After the Sale		0%	0%	0%	0%
Market Conditions (preceding COVID-19) <sup>1</sup>		5%	5%	5%	5%
COVID-19 Market Impact		-5%	-5%	-5%	-5%
Subtotal Transactional Adj Price		\$45.14	\$36.19	\$67.82	\$18.27
PROPERTY ADJUSTMENTS					
Location		0%	0%	-10%	10%
Size		40%	40%	40%	50%
Exposure		10%	0%	0%	10%
Access		0%	0%	0%	10%
Shape		0%	0%	0%	0%
Site Utility Rating		-20%	-20%	-10%	-20%
Improvements		-20%	0%	-50%	0%
Subtotal Property Adjustment		10%	20%	-30%	60%
TOTAL ADJUSTED PRICE		\$49.65	\$43.43	\$47.47	\$29.23
STATISTICS	UNADJUSTED	ADJUSTED			
LOW	\$18.32	\$29.23			
HIGH	\$67.99	\$49.65			
MEDIAN	\$40.77	\$45.45			
AVERAGE	\$41.96	\$42.45			



## LAND SALES ANALYSIS

### Introduction

The comparable land sales indicate an adjusted value range from \$29.23 to \$49.65/SF, with a median of \$45.45/SF and an average of \$42.45/SF. The range of total net adjustment applied to the comparables was from -30% to 60%, with an average net adjustment across all comparables of 15%. The level of total adjustment applied to the comparables is considered minimal, an indication that the dataset is applicable to the subject and increases the credibility of the analysis. The adjustment process for each comparable land sale is discussed in the following paragraphs.

### Discussion of Adjustments

Comparable 1 (\$49.65/SF as adjusted) did not require any transaction adjustments. This comparable required a total upward adjustment of 10% for property characteristics. The sale is a residential income use located in central Elko with inferior exposure and traffic. The size of the site is much larger than the subject which requires upward adjustment given the subject much smaller site size. This property is superior in parking (site utility) and the improvements are larger than the subject. Site utility and Improvements are downward adjustments. While the residential zoning is inferior to the subject, the subject has been leased in the past as a residence such that we did not make a zoning adjustment. The total net adjustment applied to this comparable was upward by 10%. The minimal amount of net adjustments required for this comparable suggests it is similar to the subject, increasing its applicability for this analysis. Overall this comparable warrants primary consideration as a value indicator for the subject.

Comparable 2 (\$43.43/SF as adjusted) did not require any transaction adjustments. This comparable required a total upward adjustment of 20% for property characteristics. The sale is a commercial income use located in central Elko with traffic exposure. The size of the site is much larger than the subject which requires upward adjustment given the subject's much smaller site size. This site was purchased with an older restaurant building with 2,400 SF. We did not adjust for size given the use and improvement utility. We adjusted downward for onsite parking (superior site utility). The total net adjustment applied to this comparable was upward by 20%. The moderate level of net adjustments required for this comparable indicates that it can be adequately relied upon for valuation of the subject. This comparable is given primary consideration as a value indicator for the subject.

Comparable 3 (\$47.47/SF as adjusted) did not require any transaction adjustments. This comparable required a total downward adjustment of -30% for property characteristics. This site is a store front office/retail use in the downtown Idaho Street sector of Elko. We considered the location on Idaho Street superior. The parcel with good frontage, access to utilities, exposure, and utility. The larger site size is adjusted upward to the subject much smaller site. We adjusted downward for significantly larger improvements. The total net adjustment applied to this comparable was downward by -30%. The substantial level of net adjustments required for this comparable was justified due to the comparable's varying attributes. Considering these factors, this comparable is given secondary consideration as a value indicator for the subject.

Comparable 4 (\$29.23/SF as adjusted) did not require any transaction adjustments. This comparable required a total upward adjustment of 60% for property characteristics. This sale is located on the south side of the Humboldt River and is more of an industrial area with inferior appeal. This property sold at the lower end of the range with larger site size. We adjusted upward for inferior access, exposure and site size. We adjusted downward for superior utility with yard area and parking. The improvements are flex office with 1,261 SF for a single tenant. We did not adjust for improvements. The total net adjustment applied to this comparable was upward by 60%. The substantial level of net adjustments required for this comparable was justified due to the comparable's varying attributes. Considering these factors, this comparable is given secondary consideration as a value indicator for the subject.



## CALCULATION OF VALUE

The comparable land sales indicate an adjusted value range from \$29.23 to \$49.65/SF, with a median of \$45.45/SF and an average of \$42.45/SF. Based on the results of the preceding analysis, Comparable 1 (\$49.65/SF adjusted) and Comparable 2 (\$43.43/SF adjusted) are given primary consideration for the subject's opinion of land value.

The following table summarizes the analysis of the comparables, reports the reconciled price per square foot value conclusion, and presents the concluded value of the subject site.

CALCULATION OF LAND VALUE								
COMP	ANALYSIS	ADJUSTMENT				NET	GROSS	OVERALL
	PRICE	TRANSACTIONAL <sup>1</sup>	ADJUSTED	PROPERTY <sup>2</sup>	FINAL	ADJ %	ADJ %	COMPARISON
1	\$45.25	0%	\$45.14	10%	\$49.65	10%	100%	PRIMARY
2	\$36.28	0%	\$36.19	20%	\$43.43	20%	70%	PRIMARY
3	\$67.99	0%	\$67.82	-30%	\$47.47	-30%	120%	SECONDARY
4	\$18.32	0%	\$18.27	60%	\$29.23	60%	110%	SECONDARY
LOW	\$29.23					AVERAGE		\$42.45
HIGH	\$49.65					MEDIAN		\$45.45
COMPONENT		SUBJECT SF		\$/SF CONCLUSION		VALUE		
TOTAL PROPERTY		1,750	x	\$45.00	=	\$78,750		

<sup>1</sup>Cumulative <sup>2</sup>Additive

Rounded to nearest \$10,000

## VALUE CONCLUSION

The Sales Comparison Approach was utilized for valuation of the subject site, as it best reflects the decision-making of buyers and sellers of land in the local marketplace. The purpose of this appraisal is to develop an opinion of the As-Is Market Value of the subject property's fee simple interest.

We also considered the fact that the subject could be leased as a single tenant office or residential use and we could test the income potential assuming an in place tenant. After interview with the ownership it is understood that this building has been leased at \$850 per month. This includes parking on the west side of the building which is assumed to not be available when the site is split from the larger parcel. We assumed a vacancy and collection loss of 10% and expenses of 20% for property management, taxes, insurance and repairs/maintenance. We understand that Sale 1 sold at an 8% OAR as a residential income property. Because of the subject's lack of parking and inferior utility we utilized a 9.5% OAR for a test of value. The potential NOI of \$7,344 in direct capitalization indicates a hypothetical value of \$77,500 (rounded).

Our opinion of value reflects current conditions and the likely actions of market participants as of the date of value. It is based on the available information gathered and provided to us, as presented in this report, and does not predict future performance. Changing market or property conditions can and likely will have an effect on the subject's value. The following table conveys the final opinion of market value of the subject property that is developed within this appraisal report.

## ANALYSIS OF VALUE CONCLUSIONS

VALUATION INDICES	HYPOTHETICAL MARKET VALUE
INTEREST APPRAISED	FEE SIMPLE
DATE OF VALUE	AUGUST 17, 2020
FINAL VALUE CONCLUSION	\$78,800
\$/SF	\$45/SF
Exposure Time	9 to 12 Months
Marketing Period	9 to 12 Months

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions of the signers are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The signers of this report has no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- Evan Ranes, MAI, ASA, R/W-AC has performed no 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 acceptance of this assignment. Richard Koldewyn has performed no 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 acceptance of this assignment.
- The signers are not biased with respect to the property that is the subject of this report or to the parties involved with this assignment.
- The engagement in this assignment was not contingent upon developing or reporting predetermined results.
- The 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.
- The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* and the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute.
- Evan Ranes, MAI, ASA, R/W-AC did not inspect the property that is the subject of this report. Richard Koldewyn inspected the property that is the subject of this report.
- No one provided significant real property appraisal assistance to appraisers signing this certification.



The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report Evan Ranes, MAI, ASA, R/W-AC completed the continuing education program for Designated Members of the Appraisal Institute.

As of the date of this report Richard Koldewyn has completed the Standards and Ethics Education Requirement for (Candidates or Practicing Affiliates) of the Appraisal Institute.

*Evan Ranes*

August 25, 2020

Date

Evan Ranes, MAI, ASA, R/W-AC  
Managing Director  
Certified General Real Estate Appraiser  
State of Nevada License #A.0001497-CG  
+1 702 836 3749  
evan.ranes@colliers.com

*Richard Koldewyn*

August 25, 2020

Date

Richard Koldewyn  
Senior Valuation Specialist  
Certified General Real Estate Appraiser  
State of Nevada License #A.0000614-CG  
+1 702 836 3738  
richard.koldewyn@colliers.com

This appraisal is subject to the following assumptions and limiting conditions:

- The appraisers may or may not have been provided with a survey of the subject property. If further verification is required, a survey by a registered surveyor is advised.
- We assume no responsibility for matters legal in character, nor do we render any opinion as to title, which is assumed to be marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, under responsible ownership, and competent management.
- The exhibits in this report are included to assist the reader in visualizing the property. We have made no survey of the property and assume no responsibility in connection with such matters.
- Unless otherwise noted herein, it is assumed that there are no encroachments, zoning, or restrictive violations existing in the subject property.
- The appraisers assume no responsibility for determining if the property requires environmental approval by the appropriate governing agencies, nor if it is in violation thereof, unless otherwise noted herein.
- Information presented in this report has been obtained from reliable sources, and it is assumed that the information is accurate.
- This report shall be used for its intended purpose only, and by the party to whom it is addressed. Possession of this report does not include the right of publication.
- The appraisers may not be required to give testimony or to appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made therefore.
- The statements of value and all conclusions shall apply as of the dates shown herein.
- There is no present or contemplated future interest in the property by the appraisers which is not specifically disclosed in this report.
- Without the written consent or approval of the authors neither all, nor any part of, the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media. This applies particularly to value conclusions and to the identity of the appraisers and the firm with which the appraisers are connected.
- This report must be used in its entirety. Reliance on any portion of the report independent of others, may lead the reader to erroneous conclusions regarding the property values. Unless approval is provided by the authors no portion of the report stands alone.
- The valuation stated herein assumes professional management and operation of the buildings throughout the lifetime of the improvements, with an adequate maintenance and repair program.
- The liability of Colliers International Valuation & Advisory Services, its principals, agents, and employees is limited to the client. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraisers are in no way responsible for any costs incurred to discover or correct any deficiency in the property.
- The appraisers are not qualified to detect the presence of toxic or hazardous substances or materials which may influence or be associated with the property or any adjacent properties, has made no investigation or analysis as to the presence of such materials, and expressly disclaims any duty to note the degree of fault. Colliers International Valuation & Advisory Services and its principals, agents, employees, shall not be liable for any costs, expenses, assessments, or penalties, or diminution in value, property

damage, or personal injury (including death) resulting from or otherwise attributable to toxic or hazardous substances or materials, including without limitation hazardous waste, asbestos material, formaldehyde, or any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, solids or gasses, waste materials or other irritants, contaminants or pollutants.

- The appraisers assume no responsibility for determining if the subject property complies with the *Americans with Disabilities Act (ADA)*. Colliers International Valuation & Advisory Services, its principals, agents, and employees, shall not be liable for any costs, expenses, assessments, penalties or diminution in value resulting from non-compliance. This appraisal assumes that the subject meets an acceptable level of compliance with *ADA* standards; if the subject is not in compliance, the eventual renovation costs and/or penalties would negatively impact the present value of the subject. If the magnitude and time of the cost were known today, they would be reduced from the reported value conclusion.
- An on-site inspection of the subject property was conducted. No evidence of asbestos materials on-site was noted. A Phase 1 Environmental Assessment was not provided for this analysis. This analysis assumes that no asbestos or other hazardous materials are stored or found in or on the subject property. If evidence of hazardous materials of any kind occurs, the reader should seek qualified professional assistance. If hazardous materials are discovered and if future market conditions indicate an impact on value and increased perceived risk, a revision of the concluded values may be necessary.
- A detailed soils study was not provided for this analysis. The subject's soils and sub-soil conditions are assumed to be suitable based upon a visual inspection, which did not indicate evidence of excessive settling or unstable soils. No certification is made regarding the stability or suitability of the soil or sub-soil conditions.
- This analysis assumes that the financial information provided for this appraisal, including rent rolls and historical income and expense statements; accurately reflect the current and historical operations of the subject property.



Professional Service Agreement

Valuation Glossary

Qualifications of Appraisers

Qualifications of Colliers International Valuation & Advisory Services

# PROFESSIONAL SERVICE AGREEMENT

COLLIERS INTERNATIONAL  
VALUATION & ADVISORY SERVICES

3960 Howard Hughes Parkway, Suite 150  
Las Vegas, NV 89169  
MAIN +1 702.735.5700  
WEB [www.colliers.com/valuationadvisory](http://www.colliers.com/valuationadvisory)



July 2, 2020

Evan Ranes, MAI, ASA, RW-CA  
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Mayor  
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RE: Appraisal of 3 parcels of land

Dear Mr. Keener:

Thank you for considering Colliers International Valuation & Advisory Services, LLC for the assignment identified in the below stated Professional Service Agreement. Please sign one copy of the agreement and return it to me, thereby indicating your authorization for us to proceed with this assignment and your acceptance of the attached Terms and Conditions.

## PROFESSIONAL SERVICE AGREEMENT

("Agreement")

Project	Three Land Parcels in Elko, NV ("Property")
Location	Land #1 APN 001-710-049 Land #2 APN 001-374-008 Land #3 APN 001-710-049
Project Description	Land #1 APN 001-710-049 - zoned General Industrial. Vacant Land, Partially in Floodway, all in Flood Zone AE. Land #2 APN 001-374-008 - Zoned General Industrial, now vacant land as home was demolished. Land #3 APN 001-710-049 - Size to be the 35' by the 50' wide portion of the property closest to intersection of 12 <sup>th</sup> and Silver Street. Zoning General Industrial. There is a home on the 35' wide portion of the property that the City of Elko would be tearing down.
Parties	Colliers International Valuation & Advisory Services, LLC ("CIVAS") and City of Elko (herein at times referred to as "Client")
Intended User	The appraisal will be prepared for City of Elko. Intended users include the Client. No other users are intended.  It should be noted that if this engagement is directly with the owner of the Property, the Appraisal will not be accepted by federally insured lenders due to FIRREA Compliance, limiting the use of this report. Should this potentially impact your source of lenders, we recommend engagement be directed by a Federally Insured Lender.
Intended Use	The report to be performed under this Agreement ("Appraisal") is intended only for use in Internal Decision Making. The report is not intended for any other use.
Purpose	Market Value
Type of Appraisal	CIVAS will produce three separate Appraisal Reports in which the appraiser's analysis and conclusions will be summarized within this document.
Rights Appraised	Fee Simple

# PROFESSIONAL SERVICE AGREEMENT

CONTINUED

Date of Value	Date of inspection
Scope of Work	<p>CIVAS and/or its designated affiliate will provide the Appraisal in accordance with USPAP, and the Code of Ethics and Certifications Standards of the Appraisal Institute and State Licensing Laws. CIVAS will research relevant market data and perform analysis to the extent necessary to produce credible appraisal results. Based on our discussions with the Client, the Client has requested the following valuation scenarios: As Is. CIVAS anticipates developing the following valuation approaches:</p> <ul style="list-style-type: none"><li>› Land Value</li></ul> <p>An exterior only observation of the subject property will be performed.</p> <p><b>Please note if it's a requirement per the client's underwriting guidelines to analyze and report all approaches to value, this will be performed although some approaches may be limited in application.</b></p> <p>The scope of work will be included in the Appraisal. A copy of the Assumptions and Limiting Conditions, which appear in the Appraisal, is available upon request.</p>
Delivery	Delivered three (3) weeks from the date of authorization
Professional Fee	\$5,500
Expenses	Fees include all associated expenses
No. of Reports	<p>One (1) Electronic Final Appraisal.</p> <p>No printed copies will be delivered to the client</p>
Retainer	We will proceed with the assignment upon execution of the contract but will require payment prior to release of the report.
Payment Terms	<p>CIVAS will invoice Client for the Appraisal in its entirety at the delivery of the appraisal.</p> <p>Final payment is due and payable within five (5) business days upon delivery of the electronic copy of the Final Appraisal or within thirty (30) days of your receipt of our Draft Appraisal, whichever is sooner. If a Draft Appraisal is requested, the fee is considered earned upon delivery of our Draft Appraisal.</p>
Acceptance Date	These specifications are subject to modification if this Agreement is not accepted within three (3) business days from the date of this letter.

## Terms and Conditions

The attached Terms and Conditions and Specific Property Data Request are deemed a part of this Agreement as though set forth in full herein. The following is a list of information needed to complete our analysis. The Client signing this Agreement or the party sending the specific property data certifies that all the information provided is accurate and complete as of the date of this request, and that any updates, revisions or additional relevant information that comes into control or possession of the Client prior to the date on which the Appraisal is delivered shall be provided to CIVAS immediately. Please forward with the Agreement or as soon as possible.

- › Survey with Legal Description & Site Size
- › Title Report
- › Wetland Delineation Map
- › Engineering studies, soil tests or environmental assessments
- › Current County Property Tax Bill
- › Details on any Sale, Contract, or listing of the property in the past 3 years
- › Copy of recent Appraisals or Market Studies

In addition to the items requested above, please forward any additional materials you would consider relevant in the analysis of the subject property.

## Reliance Language – Non-Lender Client

The Appraisal is for the sole use of the Client; however, Client may provide only complete, final copies of the Appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with the stated Intended Use. CIVAS is not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow the Appraisal prepared by CIVAS or portions of such Appraisal, to become part of or be referenced in any public offering, the granting of such consent will be at our sole and absolute discretion and, if given, will be on condition that CIVAS will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to CIVAS, by a party satisfactory to CIVAS. CIVAS hereby expressly grants to client the right to copy the Appraisal and distribute it to employees of client and to your accountants/auditors in its entirety (but not component parts) without the need to provide CIVAS with an Indemnification Agreement and/or Non-Reliance letter.

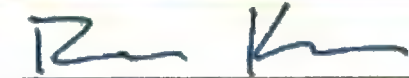
If you have questions regarding the enclosed, please feel free to contact me. CIVAS appreciates this opportunity to be of service to you on this assignment and looks forward to serving you. If you have additional questions, please contact us.

I, Reece Keener, agree to the above stated terms and authorize Colliers International Valuation & Advisory Services, LLC to prepare the above referenced appraisal.



## PROFESSIONAL SERVICE AGREEMENT

CONTINUED



Date:

7/7/20

Reece Keener  
Mayor  
City of Elko

Respectfully,

Colliers International Valuation & Advisory Services, LLC



Evan Ranes, MAI, ASA, R/W-CA  
Managing Director | Las Vegas  
Direct +1 702.241.4313  
evan.ranes@colliers.com

# PROFESSIONAL SERVICE AGREEMENT

CONTINUED

## TERMS AND CONDITIONS

### "T&C"

- 1) The Appraisal will be subject to Colliers International Valuation & Advisory Services, LLC's ("CIVAS") Assumptions and Limiting Conditions that are incorporated into each appraisal, and any Extraordinary Assumptions and Hypothetical Conditions that may be incorporated into each appraisal.
- 2) Any capitalized, non-defined words shall have the same meaning as defined in the Agreement to which these T&Cs are attached.
- 3) Client is defined as the party signing the Agreement and shall be responsible for payment of the fees stipulated in the Agreement. Payment of the fee for the Appraisal is not contingent on the appraised value(s) or the outcome of the report(s). Additional fees will be charged on an hourly basis for any work that may exceed the scope of this proposal, including performing additional valuation scenarios, additional research, and conference calls, meetings, deposition preparation, deposition, trial testimony or travel that may exceed the time allotted by CIVAS for an assignment of this nature. If CIVAS is requested to cease working on the Appraisal for any reason prior to the completion of the appraisal(s), CIVAS will be entitled to bill the Client for the time spent to date at CIVAS' hourly rates for the personnel involved. The Client will be billed a minimum \$500 or at a rate of \$250 per hour for associate time, \$300 per hour for valuation services director, \$400 per hour for managing director, and \$450 per hour for executive managing director. If the Client delays completion of the assignment beyond ninety (90) days, the fee may be renegotiated. This may result in the total fee exceeding the original agreed fee agreed upon cost.
- 4) Client agrees to pay all fees and expenses, including attorney's fees, incurred by CIVAS in connection with the collection or attempted collection of the fees and expenses. In the event Client fails to make payments when due and payable, the amount due shall bear interest at 1.5% per month or the maximum rate permitted in the state in which the CIVAS office executing the Agreement is located, whichever is lesser.
- 5) The fee is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. If a draft is requested, the fee is considered earned upon delivery of our draft report.
- 6) In the event that either party commences any legal action relating to the provisions of the Agreement, including collection, the prevailing party shall be entitled to its actual attorneys' fees and costs. The Agreement shall be governed by and construed in accordance with the laws of the state where the CIVAS office executing the Agreement is located. The venue of any action arising out of the Agreement shall be the county where the CIVAS office executing the Agreement is located. Client will have up to thirty (30) days from receipt of the Draft Appraisal to review and communicate its review to CIVAS. CIVAS reserves the right to bill Client for additional appraisal efforts that may arise from the Client not responding within this time period.
- 7) CIVAS does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to CIVAS by Client. In the event that any such information is inaccurate, misleading or incomplete, CIVAS shall have no responsibility or liability for any matters relating thereto (whether to the Client or to any third party).
- 8) CIVAS shall have no responsibility for legal matters, questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The Appraisal will not constitute a survey of the Property analyzed.
- 9) Client shall provide CIVAS with such materials with respect to the Appraisal as requested by CIVAS and which are in the possession or under the control of Client. Client shall provide CIVAS with sufficient access to the Property to be analyzed and hereby grants permission for entry, unless discussed in advance to the contrary.
- 10) The data gathered in the course of the Appraisal (except data furnished by Client) and the Appraisal prepared pursuant to the Agreement are, and will remain, the property of CIVAS. With respect to data provided by Client, such data shall be confidential, and CIVAS shall not disclose any information identified as confidential furnished to CIVAS. Notwithstanding the foregoing, CIVAS is authorized by Client to disclose all or any portion of the Appraisal and the related data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable CIVAS to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
- 11) Unless specifically noted, CIVAS does not assume any duty to analyze or examine the Property or adjacent property for the possible presence of toxic and/or hazardous substances or materials (including but not exclusive to asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (hazardous material), or the cost of encapsulation or removal thereof) and accepts no liability regarding the issue. If such materials exist, CIVAS defers to the expertise of professionals specifically trained in analyzing the cost to remediate, which will not be a part of the appraisal fee proposal. The Appraisal will contain a comprehensive disclaimer to this effect.
- 12) CIVAS understands that there is no major or significant deferred maintenance in the Property which would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, and are not a part of the fee contemplated in the Agreement.
- 13) Client acknowledges that CIVAS is being retained hereunder as an independent contractor to perform the services described herein and nothing in the Agreement shall be deemed to create any other relationship between Client and CIVAS. The Agreement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal discussed herein.

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Valuation & Advisory Services



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Unless specified otherwise, these definitions were extracted from the following sources or publications:

*The Dictionary of Real Estate Appraisal*, Sixth Edition, Appraisal Institute, Chicago, Illinois, 2015 (*Dictionary*).

*Uniform Standards of Professional Appraisal Practice*, 2020-2021 Edition (USPAP).

*The Appraisal of Real Estate*, Fourteenth Edition, Appraisal Institute, Chicago, Illinois, 2013 (*14<sup>th</sup> Edition*).

### Absolute Net Lease

A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant. (*Dictionary*)

### Ad Valorem Tax

A real estate tax based on the assessed value of the property, which is not necessarily equivalent to its market value. (*14<sup>th</sup> Edition*)

### Aggregate of Retail Values (ARV)

The sum of the separate and distinct market value opinions for each of the units in a condominium; subdivision development, or portfolio of properties, as of the date of valuation. The aggregate of retail values does not represent the value of all the units as sold together in a single transaction; it is simply the total of the individual market value conclusions. Also called *sum of the retail values*. (*Dictionary*)

### Arm's-length Transaction

A transaction between unrelated parties who are each acting in his or her own best interest. (*Dictionary*)

### As-Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (*Dictionary*)

### Assessed Value

The value of a property according to the tax rolls in ad valorem taxation; may be higher or lower than market value, or based on an assessment ratio that is a percentage of market value. (*14<sup>th</sup> Edition*)

### Average Daily Room Rate (ADR)

In the lodging industry, the net rooms revenue derived from the sale of guest rooms divided by the number of paid occupied rooms. (*Dictionary*)

### Band of Investment

A technique in which the capitalization rates attributable to components of an investment are weighted and combined to derive a weighted-average rate attributable to the total investment. (*Dictionary*)

### Cash-Equivalent Price

The price of a property with nonmarket financing expressed as the price that would have been paid in an all-cash sale. (*Dictionary*)

### Common Area

The total area within a property that is not designed for sale or rental but is available for common use by all owners, tenants, or their invitees, e.g., parking and its appurtenances, malls, sidewalks, landscaped areas, recreation areas, public toilets, truck and service facilities. (*Dictionary*)





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## Contract Rent

The actual rental income specified in a lease. *(14th Edition)*

## Cost Approach

A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive; deducting depreciation from the total cost; and adding the estimated land value. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised. *(14th Edition)*

## Curable Functional Obsolescence

An element of depreciation; a curable defect caused by a flaw in the structure, materials, or design, which can be practically and economically corrected. *(Dictionary)*

## Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service, which measures the relative ability of a property to meet its debt service out of net operating income; also called *debt service coverage ratio (DSCR)*. *(Dictionary)*

## Deferred Maintenance

Items of wear and tear on a property that should be fixed now to protect the value or income-producing ability of a property. *(Dictionary)*

## Depreciation

In appraisal, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date. *(Dictionary)*

## Direct Costs

Expenditures for the labor and materials used in the construction of improvements; also called *hard costs*. *(Dictionary)*

## Discounted Cash Flow (DCF) Analysis

The procedure in which a discount rate is applied to a set of projected income streams and a reversion. The analyst specifies the quantity, variability, timing, and duration of the income streams and the quantity and timing of the reversion, and discounts each to its present value at a specified yield rate. *(Dictionary)*

## Discount Rate

A rate of return on capital used to convert future payments or receipts into present value; usually considered to be a synonym for *yield rate*. *(Dictionary)*

## Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider their best interests.
7. An adequate marketing effort will be made during the exposure time.

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8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.

9. 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.

This definition can also be modified to provide for valuation with specified financing terms. *(Dictionary)*

### Easement

The right to use another's land for a stated purpose. Access or right-of-way easements may be acquired by private parties or public utilities. Governments may be the beneficiaries of easements placed on privately owned land that is dedicated to conservation, open space, or preservation. *(14<sup>th</sup> Edition)*

### Economic Life

The period over which improvements to real property contribute to property value. *(Dictionary)*

### Effective Age

The age of property that is based on the amount of observed deterioration and obsolescence it has sustained, which may be different from its chronological age. *(Dictionary)*

### Effective Date

The date on which the appraisal or review opinion applies (SVP) *(Dictionary)*

### Effective Gross Income (EGI)

The anticipated income from all operations of the real estate after an allowance is made for vacancy and collection losses and an addition is made for any other income. *(Dictionary)*

### Effective Gross Income Multiplier (EGIM)

The ratio between the sale price (or value) of a property and its effective gross income. *(Dictionary)*

### Effective Rent

The rental rate net of financial concessions such as periods of free rent during the lease term and above or below-market tenant improvements (TIs). *(14<sup>th</sup> Edition)*

### Eminent Domain

The right of government to take private property for public use upon the payment of just compensation. The Fifth Amendment of the U.S. Constitution, also known as the *takings clause*, guarantees payment of just compensation upon appropriation of private property. *(Dictionary)*

### Entrepreneurial Incentive

The amount an entrepreneur expects to receive for his or her contribution to a project. Entrepreneurial incentive may be distinguished from entrepreneurial profit (often called *developer's profit*) in that it is the expectation of future profit as opposed to the profit actually earned on a development or improvement. *(Dictionary)*

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## Entrepreneurial Profit

A market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a project and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovative change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses. *(Dictionary)*

## Excess Land

Land that is not needed to serve or support the existing improvement. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately. *(Dictionary)*

## Excess Rent

The amount by which contract rent exceeds market rent at the time of the appraisal: created by a lease favorable to the landlord (lessor) and may reflect unusual management, unknowledgeable or unusually motivated parties, a lease execution in an earlier, stronger rental market, or an agreement of the parties. Due to the higher risk inherent in the receipt of excess rent, it may be calculated separately and capitalized or discounted at a higher rate in the income capitalization approach. *(14<sup>th</sup> Edition)*

## Expense Stop

A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying any operating expenses above a stated level or amount. *(Dictionary)*

## Exposure Time

An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. *(USPAP)*

## External Obsolescence

A type of depreciation; a diminution in value caused by negative external influences and generally incurable on the part of the owner, landlord, or tenant. The external influence may be temporary or permanent. *(Dictionary)*

## Extraordinary Assumption

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. Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis. An extraordinary assumption may be used in an assignment only if:

- It is required to properly develop credible opinions and conclusions;
- The appraiser has a reasonable basis for the extraordinary assumption;
- Use of the extraordinary assumption results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions. *(USPAP)*



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### Fair Market Value

In nontechnical usage, a term that is equivalent to the contemporary usage of *market value*.

As used in condemnation, litigation, income tax, and property tax situations, a term that is similar in concept to market value but may be defined explicitly by the relevant agency. (*Dictionary*)

### Feasibility Analysis

A study of the cost-benefit relationship of an economic endeavor. (*USPAP*)

### 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. (*Dictionary*)

### Floor Area Ratio (FAR)

The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area. (*Dictionary*)

### Functional Obsolescence

The impairment of functional capacity of improvements according to market tastes and standards. (*Dictionary*)

### Functional Utility

The ability of a property or building to be useful and to perform the function for which it is intended according to current market tastes and standards; the efficiency of a building's use in terms of architectural style, design and layout, traffic patterns, and the size and type of rooms. (*Dictionary*)

### Furniture, Fixtures, and Equipment (FF&E)

Business trade fixtures and personal property, exclusive of inventory. (*Dictionary*)

### Going-concern

An established and operating business having an indefinite future life. (*Dictionary*)

### Going-concern Value

An outdated label for the market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the *market value of the going concern or market value of the total assets of the business*. (*Dictionary*)

### Gross Building Area (GBA)

Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved. (*Dictionary*)

### Gross Leasable Area (GLA) - Commercial

Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from the center of joint partitioning to the outside wall surfaces. (*Dictionary*)

### Gross Living Area (GLA) - Residential

Total area of finished, above-grade residential area; calculated by measuring the outside perimeter of the structure and includes only finished, habitable, above-grade living space. (Finished basements and attic areas are not generally included in total gross living area. Local practices, however, may differ.) (*Dictionary*)

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## Highest & Best Use

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for that asset when formulating the price that it would be willing to bid (IVS). (*Dictionary*)

## Hypothetical Condition

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 purpose of analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (*USPAP*)

## Income Capitalization Approach

In the income capitalization approach, an appraiser analyzes a property's capacity to generate future benefits and capitalizes the income into an indication of present value. The principle of anticipation is fundamental to this approach. Techniques and procedures from this approach are used to analyze comparable sales data and to measure obsolescence in the cost approach. (*14th Edition*)

## Incurable Functional Obsolescence

An element of depreciation; a defect caused by a deficiency or superadequacy in the structure, materials, or design that cannot be practically or economically corrected as of the effective date of the appraisal. (*Dictionary*)

## Indirect Costs

Expenditures or allowances for items other than labor and materials that are necessary for construction, but are not typically part of the construction contract. Indirect costs may include administrative costs, professional fees, financing costs and the interest paid on construction loans, taxes and the builder's or developer's all-risk insurance during construction, and marketing, sales, and lease-up costs incurred to achieve occupancy or sale. Also called *soft costs*. (*Dictionary*)

## Insurable Replacement Cost

The cost estimate, at current prices as of the effective date of valuation, of a substitute for the building being valued, using modern materials and current standards, design and layout for insurance coverage purposes guaranteeing that damaged property is replaced with a new property (i.e., depreciation is not deducted). (*Dictionary*)

## Interim Use

The temporary use to which a site or improved property is put until a different use becomes maximally productive. (*Dictionary*)

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### Investment Value

The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. *(Dictionary)*

### Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.

9. 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.

This definition can also be modified to provide for valuation with specified financing terms. *(Dictionary)*

### Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversion right when the lease expires. *(Dictionary)*

### Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease. *(Dictionary)*

### Legally Nonconforming Use

A use that was lawfully established and maintained, but no longer conforms to the use regulations of its current zoning; also known as a *grandfathered use*. *(Dictionary)*

### Market Area

The geographic region from which a majority of demand comes and in which the majority of competition is located. Depending on the market, a market area may be further subdivided into components such as primary, secondary, and tertiary market areas. *(Dictionary)*

### Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specific lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs). *(Dictionary)*



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## Market Study

An analysis of the market conditions of supply, demand, and pricing for a specific property type in a specific area. (*Dictionary*)

## Market Value (Most Common Non-FRT)

The most probable price, as of a specific date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue distress. (*Dictionary*)

## Market Value (Interagency Guidelines)

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 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

## Market Value (Inter. Guidelines con't)

concessions granted by anyone associated with the sale. (*Interagency Appraisal and Evaluation Guidelines, December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472*)

## Marketability Analysis

The study of how a specific property is expected to perform in a specific market. A marketability analysis expands on a market analysis by addressing a specific property. (*Dictionary*)

## Neighborhood Analysis

The objective analysis of observable or quantifiable data indicating discernible patterns of urban growth, structure, and change that may detract from or enhance property values; focuses on four sets of considerations that influence value: social, economic, governmental, and environmental factors. (*Dictionary*)

## Net Operating Income (NOI)

The actual or anticipated net income that remains after all operating expenses are deducted from effective gross income but before mortgage debt service and book depreciation are deducted. Note: This definition mirrors the convention used in corporate finance and business valuation for EBITDA (earnings before interest, taxes, depreciation, and amortization). (*14th Edition*)

## Obsolescence

One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or external factors that make a property less desirable and valuable for a continued use; may be either functional or external. (*Dictionary*)

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### Off-site Costs

Costs incurred in the development of a project, excluding on-site costs such as grading and construction of the building and other improvements; also called *common costs* or *off-site improvement costs*. (*Dictionary*)

### On-site Costs

Costs incurred for the actual construction of buildings and improvements on a particular site. (*Dictionary*)

### Overage Rent

The percentage rent paid over and above the guaranteed minimum rent or base rent; calculated as a percentage of sales in excess of a specified breakeven sales volume. (*14<sup>th</sup> Edition*)

### Overall Capitalization Rate (OAR)

The relationship between a single year's net operating income expectancy and the total property price or value. (*Dictionary*)

### Parking Ratio

The ratio of parking area or parking spaces to an economic or physical unit of comparison. Minimum required parking ratios for various land uses are often stated in zoning ordinances. (*Dictionary*)

### Potential Gross Income (PGI)

The total income attributable to property at full occupancy before vacancy and operating expenses are deducted. (*Dictionary*)

### Potential Gross Income Multiplier (PGIM)

The ratio between the sale price (or value) of a property and its annual potential gross income. (*Dictionary*)

### Present Value (PV)

The value of a future payment or series of future payments discounted to the current date or to time period zero. (*Dictionary*)

### Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not achieved sellout or a stabilized level of long-term occupancy. (*Dictionary*)

### Qualitative Adjustment

An indication that one property is superior, inferior, or the same as another property. Note that the common usage of the term is a misnomer in that an adjustment to the sale price of a comparable property is not made. Rather, the indication of a property's superiority or inferiority to another is used in relative comparison analysis, bracketing, and other forms of qualitative analysis. (*Dictionary*)

### Quantitative Adjustment

A numerical (dollar or percentage) adjustment to the indicated value of the comparable property to account for the effect of a difference between two properties on value. (*Dictionary*)

### Rentable Area

The amount of space on which the rent is based; calculated according to local practice. (*Dictionary*)

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## Replacement Cost

The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout. (*Dictionary*)

## Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all the deficiencies, superadequacies, and obsolescence of the subject building. (*Dictionary*)

## Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion." (*Dictionary*)

## Sales Comparison Approach

The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered vacant when an adequate supply of comparable sales is available. (*Dictionary*)

## Scope of Work

The type and extent of research and analysis in an appraisal or appraisal review assignment. Scope of work includes, but is not limited to:

The extent to which the property is identified;

The extent to which tangible property is inspected;

The type and extent of data researched; and

The type and extent of analysis applied to arrive at opinions or conclusions. (*USPAP*)

## Shopping Center Types

Neighborhood Shopping Center: The smallest type of shopping center, generally with a gross leasable area of between 30,000 and 100,000 square feet. Typical anchors include supermarkets. Neighborhood shopping centers offer convenience goods and personal services and usually depend on a market population support of 3,000 to 40,000 people.

Community Shopping Center: A shopping center of 100,000 to 400,000 square feet that usually contains one junior department store, a variety store, discount or department store. A community shopping center generally has between 20 and 70 retail tenants and a market population support of 40,000 to 150,000 people.

Regional Shopping Center: A shopping center of 300,000 to 900,000 square feet that is built around one or two full-line department stores of approximately 200,000 square feet each plus small tenant spaces. This type of center is typically supported by a minimum population of 150,000 people.



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## Shopping Center Types (cont.)

Super-Regional Center: A large center of 600,000 to 2.0 million square feet anchored by three or more full-line department stores. This type of center is typically supported by a population area of 300,000 people. (*14<sup>th</sup> Edition*)

## Superadequacy

An excess in the capacity or quality of a structure or structural component; determined by market standards. (*Dictionary*)

## Surplus Land

Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. (*Dictionary*)

## Tenant Improvements (TIs)

1. Fixed improvements to the land or structures installed for use by a lessee.
2. The original installation of finished tenant space in a construction project; subject to periodic change for succeeding tenants. (*Dictionary*)

## Triple Net Lease

An alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management. Also called *NNN*, *triple net lease*, or *fully net lease*. (*Dictionary*)

## Usable Area

The area that is actually used by the tenants measured from the inside of the exterior walls to the inside of walls separating the space from hallways and common areas. (*Dictionary*)

## Useful Life

The period of time over which a structure or a component of a property may reasonably be expected to perform the function for which it was designed (*Dictionary*)

## Vacancy and Collection Loss

A deduction from potential gross income (PGI) made to reflect income deductions due to vacancies, tenant turnover, and non-payment of rent; also called *vacancy and credit loss* or *vacancy and contingency loss*. (*Dictionary*)

## Yield Capitalization

A method used to convert future benefits into present value by 1) discounting each future benefit at an appropriate yield rate, or 2) developing an overall rate that explicitly reflects the investment's income pattern, holding period, value change, and yield rate. (*Dictionary*)



# Evan Ranes, MAI, ASA, R/W-AC

MANAGING DIRECTOR | LAS VEGAS  
Valuation & Advisory Services



[evan.ranes@colliers.com](mailto:evan.ranes@colliers.com)

## EDUCATION AND QUALIFICATIONS

M.B.A., University of Nevada, Las Vegas

B.S. Portland State University

## STATE CERTIFICATION

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California

Hawaii

New Mexico

Nevada

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Evan Ranes is the Managing Director of the Las Vegas Office for Colliers International Valuation & Advisory Services. He began his appraisal career in 1992 in Las Vegas and has performed valuations and consulting services on a wide variety of property types and property rights.

Mr. Ranes has valuation expertise in a variety of assignments including: mortgage lending, condemnation (right-of-way), easements, conservation easements, land leases, agricultural land (row crops, hay, and permanent), minority and fractional ownership interest, and going concerns.

Multifamily valuation experience includes: apartment, age restricted, rent restricted, student housing, SRO, LIHTC, for HUD, FNMA/FHLMC, and REIT clients.

Healthcare experience includes: medical office building (hospital), ambulatory surgery center, independent living, assisted living, memory care, skilled nursing facility, and fair market value rent studies for Stark & Anti-Kickback Laws.

Retail experience includes: c-store/gas, tavern, net lease, quick service restaurant, casual dining, single-tenant, gentlemen's club, brothel, multi-tenant, big box, neighborhood center, regional mall including ASC 805 separation of value.

Hospitality experience includes: motel, hotel, hotel/casino, golf course, and waterpark.

Office experience includes: office condo, single and multi-tenant, mid-rise, and high-rise.

Industrial experience includes: warehouse, flex, R&D, and business parks.

Litigation experience includes: tax appeal, condemnation, right-of-way, landlord tenant disputes, divorce, estate valuation, and bankruptcy.

Mr. Ranes has testified as an Expert Witness in the following jurisdictions: Clark County District Court, San Diego County District Court, Utah District Court, Nevada District Court, Los Angeles Superior Court, Orange County Superior Court, Mohave County Superior Court, U.S. Bankruptcy Court, and Arbitration Los Angeles – JAMS.

## EXPERIENCE

Managing Director | Las Vegas,  
Colliers International Valuation & Advisory  
Services 2018 to present

First Vice President | Las Vegas,  
Newmark Knight Frank Valuation & Advisory  
Services 2017 to 2018

Managing Director | Western U.S.,  
Healthcare Practice Leader,  
Newmark Knight Frank Valuation & Advisory  
Services 2014 to 2017

Managing Director | Las Vegas,  
Newmark Knight Frank Valuation & Advisory  
Services 2012 to 2014

Senior Appraiser,  
Grubb & Ellis/Landauer, 2011 to 2012

Associate Appraiser,  
Lubawy & Associates, 1995 to 2011

Appraiser Intern,  
George A. Smith & Associates, 1992 to 1995

## PROFESSIONAL MEMBERSHIPS AND ACCREDITATIONS

MAI, Designated Member of the Appraisal Institute

ASA, Accredited Senior Appraiser, American Society of Appraisers

R/W-AC, International Right of Way Association

ASFMRA, Associate Member

Appraisal Institute – Public Relations  
Chairman 1999 to 2000 Las Vegas Chapter

# APPRAISER CERTIFICATE

## STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That : EVAN A RANES

Certificate Number: A.0001497-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: March 5, 2020

Expire Date: March 31, 2022

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: COLLIERS INTERNATIONAL  
VALUATION & ADVISORY SERVICES  
3960 HOWARD HUGHES PARKWAY,  
SUITE 150  
LAS VEGAS, NV 89169

REAL ESTATE DIVISION

SHARATH CHANDRA  
*Administrator*







# Richard Koldewyn

SENIOR VALUATION SPECIALIST  
Valuation & Advisory Services



[richard.koldewyn@colliers.com](mailto:richard.koldewyn@colliers.com)

## EDUCATION AND QUALIFICATIONS

University of Colorado  
BA Economics

University of California Los Angeles  
Finance Courses

Appraisal Institute  
Designation and Continuing Education

## STATE CERTIFICATION

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Rich Koldewyn, is a Senior Valuation Specialist in the Las Vegas office of Colliers International Valuation & Advisory Services, providing valuation and consulting services for the acquisition, disposition, and financing of investment grade real estate.

## EXPERIENCE

Mr. Koldewyn has proven competence and expertise in property valuation, appraisal review, and consulting services since 1990. He began his appraisal career at Bank of America in the early 1990s in appraisal production, review, and intern training. In 1993 he joined US Bancorp as a commercial appraisal production and review appraiser, which lead to a management position for Nevada and Utah RETECHs division. He then formed a private practice appraisal firm RKA Consulting from 1997 thru 2006 and also worked with RCS Appraisal as an independent contractor. From 2011 to 2017, he has been a regional review appraiser for Zions Bancorp.

## PROFESSIONAL AFFILIATIONS AND ACCREDITATIONS

Certified General Appraiser Nevada

Nevada A.000614-CG

Utah 7084070-CG00

## APPRAISAL INSTITUTE COURSES

Advanced Income Capitalization, Highest & Best Use / Market Analysis, Real Estate Finance, Statistics & Valuation Modeling, Separating Tangible & Intangible Business Assets, Analyzing Operating Expenses-Commercial Lease Clauses-Distressed Real Estate, Supporting Capitalization Rates, Complex Property Appraisal & USPAP Updates

## OTHER RELATED COURSES

Real Estate Law Courses

Leasing Essentials (CCIM)

ASFMRA Requirements of UASFLA (Yellow Book)



# 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](http://red.nv.gov).



Nevada Department of Business and Industry  
Real Estate Division

**CERTIFIED GENERAL APPRAISER**

**RICHARD A KOLDEWYN**

Certificate Number  
A.0000614-CG

Expiration Date  
April 30, 2022

Certificate Location  
RICHARD A KOLDEWYN  
3960 HOWARD HUGHES PKWY STE 150  
LAS VEGAS, NV 89169

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 : RICHARD A KOLDEWYN

Certificate Number: A.0000614-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: April 16, 2020

Expire Date: April 30, 2022

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: RICHARD A KOLDEWYN  
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REAL ESTATE DIVISION

SHARATH CHANDRA  
Administrator





# Colliers International

## Valuation & Advisory Services

### Services Offered

Single Asset Valuation  
Portfolio Valuation  
Institutional Asset Valuation  
Loan Pool Valuation  
Appraisal Review  
Appraisal Management  
Lease and Cost Analysis  
Insurance Valuation  
Arbitration & Consulting  
Feasibility Studies  
Investment Analysis  
Highest and Best Use Studies  
Tax Appeals  
Litigation Support  
Segregated-Cost Analysis

### Experience That Counts

Office  
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Multifamily  
Mixed-Use Properties  
Senior Housing  
Land  
Self-Storage  
Manufactured Housing  
Agriculture  
Net Lease  
Hospitality  
Health Care  
Subdivisions  
Embassies & Consulates  
GSA Properties  
Special Use Properties  
Telecommunications

Real estate valuations play a pivotal role in today's business climate. An accurate and well supported opinion of property value can mean the difference between reaching a critical goal—securing a loan, closing a sale, reporting to investors, choosing the best asset—or failing to achieve it altogether.

Colliers Valuation & Advisory Services' reports are designed to deliver insight into a property's fundamentals, its competition and the overall market dynamics affecting value. A solid valuation report can be a strategic asset for investors, lenders and owners, provided that it addresses both a property's unique characteristics and the most current market conditions.

Commitment to high-end client service, coupled with Colliers International's unparalleled market intelligence and resources, differentiates us as the firm of choice in the real estate industry.

### PROFESSIONALS

Our professionals share a commitment to deliver the highest level of service and consistent results. We go the extra mile for our clients, whether this means meeting a tight deadline or working with a complex and challenging property.

### TECHNOLOGY

Our unmatched report creation technology speeds appraisals through the pipeline. This secure, centralized production system generates a wide range of reports and high volume portfolio orders without delays.

### INFORMATION

Today's business climate places valuation in a more pivotal position than ever before. All our appraisals are evaluated and approved by an experienced review team to ensure our clients receive concise and timely appraisals. With clear, prompt reporting and a comprehensive, big picture approach, Colliers International's Valuation and Advisory reports give our clients the information they need to make better business decisions.



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**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Final Map No. 8-20, filed by BDSA, LLC, for the development of a subdivision entitled Tower Hill Unit 4 involving the proposed division of approximately 8.601 acres of property into 5 lots for residential development and 1 remainder lot within the R1 (Single Family Residential) Zoning District, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 10, 2020**
3. Agenda Category: **SUBDIVISION**
4. Time Required: **10 Minutes**
5. Background Information: **Subject property is located northeast of Lamoille Highway and south of Stitzel Road. (APN 001-929-125). The Planning Commission considered this item on November 3, 2020, and took action to forward a recommendation to conditionally approve Final Map 8-20. MR**
6. Budget Information:  

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Maps, Approved Construction Plans, P.C. Action Report, Staff Report, and related correspondence.**
9. Recommended Motion: **Conditionally approve Final Map 8-20 for the Tower Hill Unit 4 subdivision subject to the findings and conditions as recommended by the Planning Commission.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **Planning Commission**
12. Council Action:
13. Council Agenda Distribution: **BDSA, LLC  
Attn: Scott MacRitchie  
312 Four Mile Trail  
Elko, NV 89801  
  
High Desert Engineering  
Attn: Tom Ballew  
640 Idaho Street  
Elko, NV 89801**



# CITY OF ELKO

## Planning Department

Website: [www.elkocity.com](http://www.elkocity.com)  
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1751 College Avenue • Elko, Nevada 89801 • (775) 777-7160 • Fax (775) 777-7219

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### CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of November 3, 2020

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on November 3, 2020 pursuant to City Code Sections 3-3-7 (G)3:

Final Map No. 8-20, filed by BDSA, LLC, for the development of a subdivision entitled Tower Hill Unit 4 involving the proposed division of approximately 8.601 acres of property into 5 lots for residential development and 1 remainder lot within the R1 (Single Family Residential) Zoning District, and matters related thereto.

Subject property is located northeast of Lamoille Highway and south of Stitzel Road. (APN 001-929-125)

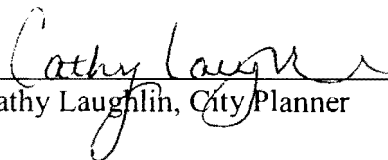
NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission recommended that the City Council accept, on behalf of the public, the parcels of land offered for dedication for public use in conformity with the terms of the offer of dedication; that the final map substantially complies with the tentative map; that the City Council approve the agreement to install improvements in accordance with the approved construction plans that satisfies the requirements of Title 2, Chapter 3, and conditionally approve Final Map 8-20 with conditions listed in the Staff Report dated October 20, 2020, listed as follows:

1. The Developer shall execute a Performance and Maintenance Agreement in accordance with Section 3-3-21 of City code. The Performance Agreement shall be secured in accordance with Section 3-3-22 of City code. In conformance with Section 3-3-21 of City code, the public improvements shall be completed within a time of no later than two (2) years of the date of Final Map approval by the City Council unless extended as stipulated in City code.
2. The Performance and Maintenance Agreement shall be approved by the City Council.
3. The Developer shall enter into the Performance and Maintenance Agreement within 30 days of approval of the Final Map by the City Council.
4. The Final Map for Tower Hill Phase 4 is approved for 5 residential lots and 1 remainder lot.
5. The Utility Department will issue a Will Serve Letter for the subdivision upon approval of the Final Map by the City Council.
6. Site disturbance shall not commence prior to approval of the project's construction plans by the Nevada Department of Environmental Protection.

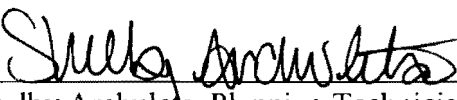


7. Site disturbance, including clearing and grubbing, shall not commence prior to the issuance of a grading permit by the City of Elko.
8. Construction shall not commence prior to Final Map approval by the City Council and issuance of a will-serve letter by the City of Elko.
9. Conformance with the conditions of approval of the Tentative Map is required.
10. The Owner/Developer is to provide the appropriate contact information for the qualified engineer and engineering firm contracted to oversee the project along with the required inspection and testing necessary to produce an As-Built for submittal to the City of Elko. The Engineer of Record is to ensure all materials meet the latest edition of the Standard Specifications for Public Works. The Engineer of Record is to certify that the project was completed in conformance with the approved plans and specifications.

The Planning Commission's findings to support its recommendation are the Final Map for Tower Hill Phase 4 has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City Code. The Final Map is in conformance with the Tentative Map. The proposed subdivision is in conformance with the Land Use and Transportation Components of the Master Plan. The proposed development conforms with Sections 3-3-9 through 3-3-16 (inclusive). The Subdivider shall be responsible for all required improvements in conformance with Section 3-3-17 of City Code. The Subdivider has submitted construction plans in conformance with Section 3-3-18 of City Code. The Subdivider has submitted plans to the City and State Agencies for review to receive all required permits in accordance with the requirements of Section 3-3-19 of City Code. The Subdivider has submitted construction plans which, having been found to be in conformance with Section 3-3-20 of City Code, have been approved by City Staff. The Subdivider will be required to enter into a Performance Agreement to conform to Section 3-3-21 of City Code. The Subdivider will be required to enter into a Performance and Maintenance Guarantee as stipulated in the Performance Agreement in conformance with Section 3-3-22 of City Code. The proposed development conforms to Sections 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G), 3-2-17, and 3-8 of City Code.

  
Cathy Laughlin, City Planner

Attest:

  
Shelby Archuleta, Planning Technician

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

**STAFF COMMENT FLOW SHEET**  
**PLANNING COMMISSION AGENDA DATE: 11/3**

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

Title: Final Map No. 8-20 Tower Hill-Unit 4

Applicant(s): BDSA, LLC

Site Location: SW side of Deerfield Way, Elkhorn Cir. - APN 001-929-125

Current Zoning: B1 Date Received: 9/4/20 Date Public Notice: N/A

COMMENT: This is for the division of approximately 8.6 acres into 5 lots for residential development + 1 remainder parcel within an B1 zoning district.

\*\*If additional space is needed please provide a separate memorandum\*\*

Assistant City Manager: Date: 10/23/2020

Recommend approval

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

SAW

Initial

City Manager: Date: 10/23/2020

No comments/concerns.

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

W

Initial



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

## **CITY OF ELKO STAFF REPORT**

<b>REPORT DATE:</b>	<b>October 20, 2020</b>
<b>PLANNING COMMISSION DATE:</b>	<b>November 3, 2020</b>
<b>AGENDA ITEM NUMBER:</b>	<b>I.A.1.</b>
<b>APPLICATION NUMBER:</b>	<b>Final Map 8-20</b>
<b>APPLICANT:</b>	<b>BDSA, LLC</b>
<b>PROJECT DESCRIPTION:</b>	<b>Tower Hill Phase 4</b>

**A Final Map for the division of approximately 8.601 acres into 5 lots for residential development and 1 remainder lot within an R1 (Single Family Residential) zoning district.**



### **STAFF RECOMMENDATION:**

**RECOMMEND CONDITIONAL APPROVAL**, subject to findings of fact, and conditions as stated in this report.



## **PROJECT INFORMATION**

**PARCEL NUMBER:** 001-929-125

**PARCEL SIZE:** 8.601 Acres

**EXISTING ZONING:** (R1) Single-Family Residential.

**MASTER PLAN DESIGNATION:** (RES-MD) Residential Medium Density

**EXISTING LAND USE:** Vacant

### **BACKGROUND:**

1. The Final Map for Tower Hill Phase 4 has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City code.
2. The Planning Commission reviewed and recommended a conditional approval to the City Council on the Tower Hill Phase 4 Tentative Map.
3. The City Council conditionally approved the Tower Hill Phase 4 Tentative Map on August 25, 2020.
4. The subdivision is located on APN 001-929-125.
5. The proposed subdivision consists of 5 residential lots and a remainder lot.
6. The total subdivided area is approximately 8.601 acres.
7. The proposed density is 1.72 units per acre.
8. Approximately 0.233 acres are offered for dedication for street development.
9. Drainage and utility easements are provided along all lot lines.
10. The property is located northeast of Lamoille Highway and south of Stitzel Road.

### **NEIGHBORHOOD CHARACTERISTICS:**

The property is surrounded by:

- North: Single-Family and Multiple-Family Residential (R) / Developed
- South: General Agriculture / Vacant
- East: Elko County / Scattered Single-Family Residences
- West: General Commercial (C) / Vacant
- Planned Commercial (PC) / Vacant

### **PROPERTY CHARACTERISTICS:**

- The property is an undeveloped residential parcel.
- The site abuts previous residential development to the north and northwest, vacant agriculture property to the south, vacant commercial property to the west, and partially developed residential property to the east outside City limits.
- The parcel slopes down to Lamoille Highway. The slope has been incorporated into the tentative map design.
- The property will be accessed by Deerfield Way, to be developed as part of Tower Hill Unit 3 (public improvements being installed at this time).

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

- City of Elko Master Plan – Land Use Component
- City of Elko Master Plan – Transportation Component
- City of Elko Redevelopment Plan
- City of Elko Wellhead Protection Plan
- City of Elko Zoning – Section 3-3-7 Final Map State (Stage III)
- City of Elko Zoning – Section 3-3-8 Content and Format of Final Map Submittal
- City of Elko Zoning – Section 3-3-9 to 3-3-16 (Inclusive) Subdivision Design Standards
- City of Elko Zoning – Section 3-3-17 to 3-3-22 (Inclusive) Public Improvements/  
Guarantees
- City of Elko Zoning – Section 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G), and 3-2-17 Zoning Code  
Standards
- City of Elko Zoning – Section 3-8 Flood Plain Management

**MASTER PLAN - Land use:**

Conformance with the Land Use component of the Master Plan was evaluated with review and approval of the Tentative Map. The Final Map is in conformance with the Tentative Map.

Therefore, the proposed subdivision is in conformance with the Land Use Component of the Master Plan.

**MASTER PLAN - Transportation:**

Conformance with the Transportation component of the Master Plan was evaluated with review and approval of the Tentative Map. The Final Map is in conformance with the Tentative Map.

Therefore, the proposed subdivision is in conformance with the Transportation Component of the Master Plan.

**ELKO REDEVELOPMENT PLAN:**

The property is not located within the redevelopment area.

**ELKO WELLHEAD PROTECTION PLAN:**

The property is located outside of any capture zone for City of Elko wells. Development of the site is required to be connected to a programmed sewer system and all street drainage will be directed to a storm sewer system.

As the project is designed, it does not present a hazard to City wells.

**SECTION 3-3-7 FINAL MAP STAGE (STAGE III):**

**Pre-submission Requirements (C)(1)** – The Final Map is in conformance with the zone requirements.

**Pre-submission Requirements (C)(2)** – The proposed Final Map conforms to the Tentative Map.

**SECTION 3-3-8 CONTENT AND FORMAT OF FINAL MAP SUBMITTAL:**

- A. Form and Content – The Final Map conforms to the required size specifications and provides the appropriate affidavits and certifications.
- B. Identification Data
  - 1. The Final Map identifies the subdivision and provides its location by section, township, range, and county.
  - 2. The Final Map was prepared by a properly licensed surveyor.
  - 3. The Final Map provides a scale, north arrow, and date of preparation.
- C. Survey Data
  - 1. The boundaries of the subdivision are fully balanced and closed.
  - 2. Any exceptions are noted on the Final Map.
  - 3. The Final Map is tied to a section corner.
  - 4. The location and description of any physical encroachments upon the boundary of the subdivision are noted on the Final Map.
- D. Descriptive Data
  - 1. The name, right-of-way lines, courses, lengths, and widths of all streets and easements are noted on the Final Map.
  - 2. All drainage ways are noted on the Final Map.
  - 3. All utility and public service easements are noted on the Final Map.
  - 4. The location and dimensions of all lots, parcels, and exceptions are shown on the Final Map.
  - 5. All residential lots are numbered consecutively on the Final Map.
  - 6. There are no sites dedicated to the public shown on the Final Map.
  - 7. The locations of adjoining subdivisions are noted on the Final Map with required information.
  - 8. There are no deed restrictions proposed.
- E. Dedication and Acknowledgment
  - 1. The owner's certificate has the required dedication information for all easements and right-of-ways.
  - 2. The execution of dedication is acknowledged with space to be certified by a notary public.
- F. Additional Information
  - 1. All centerline monuments for streets are noted as being set on the Final Map.
  - 2. The centerline and width of each right-of-way is noted on the Final Map.
  - 3. The Final Map indicates the location of monuments that will be set to determine the boundaries of the subdivision.
  - 4. The length and bearing of each lot line is identified on the Final Map.
  - 5. The Final Map is located adjacent to a city boundary, which is shown on the Final Map.
  - 6. The Final Map identifies the location of the section lines nearest the property.
- G. City to Check
  - 1. Closure calculations have been provided. Civil improvement plans have been approved. Drainage plans have been approved. An engineer's estimate has been provided.



2. The lot closures are within the required tolerances.
- H. Required Certifications
1. The Owner's Certificate is shown on the Final Map.
  2. The Owner's Certificate offers for dedication all right-of-ways shown on the Final Map.
  3. A Clerk Certificate is shown on the Final Map, certifying the signature of the City Council.
  4. The Owner's Certificate offers for dedication all easements shown on the Final Map.
  5. A Surveyor's Certificate is shown on the Final Map and provides the required language.
  6. The City Engineer's Certificate is shown on the Final Map.
  7. A certificate from the Nevada Division of Environmental Protection is provided with the required language.
  8. The engineer of record has submitted the Tentative Map and construction plans to the state, but no written approval has been received.
  9. A certificate from the Division of Water Resources is provided on the Final Map with the required language.
  10. The construction plans identify the required water meters for the subdivision.

#### **SECTION 3-3-9 THROUGH 3-3-16 (INCLUSIVE)**

The proposed subdivision was evaluated for conformance to the referenced sections of code during the Tentative Map process.

The proposed development conforms with these sections of City code.

#### **SECTION 3-3-17 RESPONSIBILITY FOR PUBLIC IMPROVEMENTS**

The subdivider shall be responsible for all required improvements in conformance with this section of City code.

#### **SECTION 3-3-18 CONSTRUCTION PLANS**

The subdivider has submitted plans to the city and state agencies for review to receive all required permits in accordance with this section of City code. The plans have been approved by City staff.

#### **SECTION 3-3-19 CONSTRUCTION AND INSPECTION**

The subdivider has submitted plans to the city and state agencies for review to receive all permits in accordance with this section of City code.

### **SECTION 3-3-20 REQUIRED IMPROVEMENTS**

The subdivider has submitted civil improvement plans which are in conformance with this section of City code.

Civil improvements include curb, gutter, and sidewalk as well as lighting, USPS gang boxes, paving, and utilities within the Elkhorn Circle right-of-way.

### **SECTION 3-3-21 AGREEMENT TO INSTALL IMPROVEMENTS**

The subdivider will be required to enter into a Performance Agreement to conform to this section of City code.

### **SECTION 3-3-22 PERFORMANCE AND MAINTENANCE GUARANTEES**

The subdivider will be required to provide a Performance and Maintenance Guarantee as stipulated in the Performance Agreement in conformance with this section of City code.

### **SECTIONS 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G), AND 3-2-17**

The proposed subdivision was evaluated for conformance to the referenced sections of code during the Tentative Map process.

The proposed development conforms with these sections of City code.

### **SECTION 3-8 FLOODPLAIN MANAGEMENT:**

This parcel is not designated in a Special Flood Hazard Area (SFHA).

### **FINDINGS**

1. The Final Map for Tower Hill Phase 4 has been presented before expiration of the subdivision proceedings in accordance with NRS 278.360(1)(a)(2) and City code.
2. The Final Map is in conformance with the Tentative Map.
3. The proposed subdivision is in conformance with the Land Use and Transportation Components of the Master Plan.
4. The proposed development conforms with Sections 3-3-9 through 3-3-16 (inclusive).
5. The Subdivider shall be responsible for all required improvements in conformance with Section 3-3-17 of City code.
6. The Subdivider has submitted construction plans in conformance with Section 3-3-18 of City code.

7. The Subdivider has submitted plans to the city and state agencies for review to receive all required permits in accordance with the requirements of Section 3-3-19 of City code.
8. The Subdivider has submitted construction plans which, having been found to be in conformance with Section 3-3-20 of City code, have been approved by City staff.
9. The Subdivider will be required to enter into a Performance Agreement to conform to Section 3-3-21 of City code.
10. The Subdivider will be required to provide a Performance and Maintenance Guarantee as stipulated in the Performance Agreement in conformance with Section 3-3-22 of City code.
11. The proposed development conforms to Sections 3-2-3, 3-2-4, 3-2-5(E), 3-2-5(G), 3-2-17, and 3-8 of City code.

**STAFF RECOMMENDATION/CONDITIONS OF APPROVAL:**

Staff recommends this item be **conditionally approved** with the following conditions:

1. The Developer shall execute a Performance and Maintenance Agreement in accordance with Section 3-3-21 of City code. The Performance Agreement shall be secured in accordance with Section 3-3-22 of City code. In conformance with Section 3-3-21 of City code, the public improvements shall be completed within a time of no later than two (2) years of the date of Final Map approval by the City Council unless extended as stipulated in City code.
2. The Performance and Maintenance Agreement shall be approved by the City Council.
3. The Developer shall enter into the Performance and Maintenance Agreement within 30 days of approval of the Final Map by the City Council.
4. The Final Map for Tower Hill Phase 4 is approved for 5 residential lots and 1 remainder lot.
5. The Utility Department will issue a Will Serve Letter for the subdivision upon approval of the Final Map by the City Council.
6. Site disturbance shall not commence prior to approval of the project's construction plans by the Nevada Department of Environmental Protection.
7. Site disturbance, including clearing and grubbing, shall not commence prior to the issuance of a grading permit by the City of Elko.
8. Construction shall not commence prior to Final Map approval by the City Council and issuance of a will-serve letter by the City of Elko.
9. Conformance with the conditions of approval of the Tentative Map is required.



10. The Owner/Developer is to provide the appropriate contact information for the qualified engineer and engineering firm contracted to oversee the project along with the required inspection and testing necessary to produce an As-Built for submittal to the City of Elko. The Engineer of Record is to ensure all materials meet the latest edition of the Standard Specifications for Public Works. The Engineer of Record is to certify that the project was completed in conformance with the approved plans and specifications.



**City of Elko – Development Department**  
**1755 College Avenue**  
**Elko, NV 89801**  
**Telephone: 775.777.7210**  
**Facsimile: 775.777.7219**

September 9, 2020

High Desert Engineering, LLC  
Attn: Tom Ballew  
640 Idaho Street  
Elko, NV 89801

Re: Tower Hill Phase 4 Final Map – Complete Submittal

Dear Mr. Ballew:

The City of Elko has reviewed your Final Map application materials for Tower Hill Phase 4 (submitted September 4, 2020) and has found them to be complete. We will now begin processing your application by transmitting the materials to other City departments for their review. You may receive further comments or corrections as these reviews progress. Barring any complications, this Final Map will be scheduled for Planning Commission on November 3, 2020 and City Council on November 24, 2020.

I will keep you updated on the status of your application, but please feel free to contact me at (775) 777-7217 if you have any questions.

Sincerely,

Michele Rambo, AICP  
Development Manager  
mrambo@elkocitynv.gov

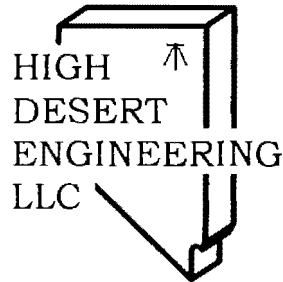
CC: BDSA, LLC  
Attn: Scott MacRitchie  
312 Four Mile Trail  
Elko, NV 89801

City of Elko – File

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*Thomas C. Ballew, P.E., P.L.S.*  
*Robert E. Morley, P.L.S.*  
*Duane V. Merrill, P.L.S.*

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*Consulting Civil Engineering*  
*Land Surveying*  
*Water Rights*

---

September 4, 2020

Cathy Laughlin, City Planner  
City of Elko  
1751 College Avenue  
Elko, NV 89801

Re: Tower Hill Subdivision, Unit Number 4  
Final Plat

Dear Cathy,

Enclosed please find the following items regarding the above referenced project:

- Application for Final Plat Approval.
- Two (2) 24"x36" copies (consisting of 2 sheets each) of the proposed Final Plat.
- One (1) 8-1/2"x11" copy of the proposed Final Plat.
- Two (2) 24"x36" copies of the proposed construction drawings.
- One (1) copy of the subdivision lot calculations.
- One (1) copy of the public improvement estimate.
- Check in the amount of \$ 900.00 for the Final Plat review fee.

Pdf copies of the documents listed above will be transmitted to you.

Please be advised that I have also forwarded a request to the City of Elko Fire Department for a letter outlining the fire flow requirements for this project.

Please feel free to contact me if you have any questions regarding this matter.

Sincerely,  
HIGH DESERT Engineering, LLC

Thomas C. Ballew, P.E., P.L.S.

enclosures

cc Scott MacRitchie - BDSA, LLC

**RECEIVED**

SEP 04 2020



## Shelby Archuleta

---

**From:** Michele L. Rambo  
**Sent:** Friday, September 4, 2020 1:59 PM  
**To:** Thomas C Ballew; Cathy Laughlin  
**Cc:** 'Scott MacRitchie'; 'Steve Dorsa'; Shelby Archuleta  
**Subject:** RE: Tower Hill Unit 4 - Final Plat Submittal

Perfect!

And I found the reports.

I'll review the rest of the submittal on Tuesday and let you know if there is anything else we need.

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

**From:** Thomas C Ballew <tcballew@frontiernet.net>  
**Sent:** Friday, September 4, 2020 1:55 PM  
**To:** Michele L. Rambo <mrambo@elkocitynv.gov>; Cathy Laughlin <claughlin@elkocitynv.gov>  
**Cc:** 'Scott MacRitchie' <scott@macritchie.com>; 'Steve Dorsa' <sdorsa@frontiernet.net>; Shelby Archuleta <sarchuleta@elkocitynv.gov>  
**Subject:** RE: Tower Hill Unit 4 - Final Plat Submittal

Michele,

Attached please find the NDEP Tentative Approval letter for Tower Hill Unit 4.

Tom



640 Idaho Street  
Elko, Nevada 89801

**Thomas C. Ballew**  
**PE, PLS**

(775) 738-1033 Work  
(775) 253-7693 Fax  
(775) 934-6201 Cell

tcballew@frontiernet.net  
tdange@frontiernet.net

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**From:** Michele L. Rambo [mailto:mrambo@elkocitynv.gov]  
**Sent:** Friday, September 04, 2020 1:17 PM

**To:** Thomas C Ballew <[tcballew@frontiernet.net](mailto:tcballew@frontiernet.net)>; Cathy Laughlin <[claughlin@elkocitynv.gov](mailto:claughlin@elkocitynv.gov)>  
**Cc:** 'Scott MacRitchie' <[scott@macritchie.com](mailto:scott@macritchie.com)>; 'Steve Dorsa' <[sdorsa@frontiernet.net](mailto:sdorsa@frontiernet.net)>; Shelby Archuleta <[sarchuleta@elkocitynv.gov](mailto:sarchuleta@elkocitynv.gov)>  
**Subject:** RE: Tower Hill Unit 4 - Final Plat Submittal

I'll look around for the reports. They must have gotten buried somewhere...

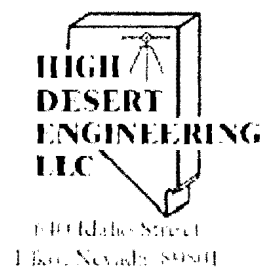
Michele Rambo, AICP  
Development Manager  
City of Elko  
1751 College Avenue  
Elko, NV 89801  
775-777-7217  
[mrambo@elkocitynv.gov](mailto:mrambo@elkocitynv.gov)

**From:** Thomas C Ballew <[tcballew@frontiernet.net](mailto:tcballew@frontiernet.net)>  
**Sent:** Friday, September 4, 2020 1:07 PM  
**To:** Michele L. Rambo <[mrambo@elkocitynv.gov](mailto:mrambo@elkocitynv.gov)>; Cathy Laughlin <[claughlin@elkocitynv.gov](mailto:claughlin@elkocitynv.gov)>  
**Cc:** 'Scott MacRitchie' <[scott@macritchie.com](mailto:scott@macritchie.com)>; 'Steve Dorsa' <[sdorsa@frontiernet.net](mailto:sdorsa@frontiernet.net)>; Shelby Archuleta <[sarchuleta@elkocitynv.gov](mailto:sarchuleta@elkocitynv.gov)>  
**Subject:** RE: Tower Hill Unit 4 - Final Plat Submittal

Michele,

1. I have a call into NDEP to find out the status of the Tentative submittal. I will let you know what that status is as soon as they get around to calling me back. As you know, they have been less than responsive in the past few months.
2. I personally delivered copies of the geotechnical report and the hydrology report to you 4 weeks ago.

Tom



**Thomas C. Ballew**  
**PE, PLS**

(775) 238-1053 Work  
(775) 753-7693 Fax  
(775) 934-6261 Cell

[tcballew@frontiernet.net](mailto:tcballew@frontiernet.net)  
[hdeng@frontiernet.net](mailto:hdeng@frontiernet.net)

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**From:** Michele L. Rambo [<mailto:mrambo@elkocitynv.gov>]  
**Sent:** Friday, September 04, 2020 11:17 AM  
**To:** Thomas C Ballew <[tcballew@frontiernet.net](mailto:tcballew@frontiernet.net)>; Cathy Laughlin <[claughlin@elkocitynv.gov](mailto:claughlin@elkocitynv.gov)>  
**Cc:** Scott MacRitchie <[scott@macritchie.com](mailto:scott@macritchie.com)>; Steve Dorsa <[sdorsa@frontiernet.net](mailto:sdorsa@frontiernet.net)>; Shelby Archuleta <[sarchuleta@elkocitynv.gov](mailto:sarchuleta@elkocitynv.gov)>  
**Subject:** RE: Tower Hill Unit 4 - Final Plat Submittal

Hi Tom. Condition #3 of the Tentative Map states that NDEP approval of the Tentative Map must happen before submitting the Final Map to us (this is a code requirement). Also, #7 and #8 require a soils and hydrology report be submitted (you can just put the current date on the ones you did for Phases 1-3 if this portion of the project was included in those). Until we get these approvals/items, this Final Map application will be considered incomplete and not processed.

I'll do the initial review to make sure we have everything else and get a formal letter to you early next week.

**STAFF RECOMMENDATION:**

**Staff recommends this item be conditionally approved with the following conditions:**

**Development Department:**

1. The subdivider is to comply with all provisions of the NAC and NRS pertaining to the proposed subdivision.
2. Tentative Map approval constitutes authorization for the subdivider to proceed with preparation of the Final Map and associated construction plans.
3. The Tentative Map must be approved by the Nevada Department of Environmental Protection prior to submitting for Final Map approval by the City of Elko.
4. Construction plans must be approved by the Nevada Department of Environmental Protection prior to issuance of a grading permit.
5. Tentative Map approval does not constitute authorization to proceed with site improvements.
6. The applicant must submit an application for Final Map within a period of four (4) years in accordance with NRS360(1)(a). Approval of the Tentative Map will automatically lapse at that time.
7. A soils report is required with Final Map submittal.
8. A hydrology report is required with Final Map submittal.
9. Final Map construction plans are to comply with Chapter 3-3 of City code.
10. The subdivision design and construction shall comply with Title 9, Chapter 8 of City code.
11. The Utility Department will issue an Intent to Serve letter upon approval of the Tentative Map by the City Council.
12. A modification from standards be approved by City Council for Lot 402, 403, 404, and 405 to allow for shorter-than-required front lots widths.
13. Construction plans shall include the portion of shared-use path along Lamoille Highway that the developer will install.

Michele Rambo, AICP  
Development Manager



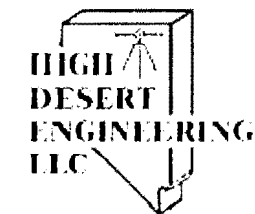
City of Elko  
1751 College Avenue  
Elko, NV 89801  
775-777-7217  
[mrambo@elkocitynv.gov](mailto:mrambo@elkocitynv.gov)

**From:** Thomas C Ballew <[tcballew@frontiernet.net](mailto:tcballew@frontiernet.net)>  
**Sent:** Friday, September 4, 2020 10:50 AM  
**To:** Cathy Laughlin <[claughlin@elkocitynv.gov](mailto:claughlin@elkocitynv.gov)>  
**Cc:** Scott MacRitchie <[scott@macritchie.com](mailto:scott@macritchie.com)>; Steve Dorsa <[sdorsa@frontiernet.net](mailto:sdorsa@frontiernet.net)>; Michele L. Rambo <[mrambo@elkocitynv.gov](mailto:mrambo@elkocitynv.gov)>  
**Subject:** Tower Hill Unit 4 - Final Plat Submittal

Cathy,

Attached please find a pdf copy of the Tower Hill Subdivision, Unit 4, Final Plat application package.

Tom



600 Idaho Street  
Elko, Nevada 89801

**Thomas C. Ballew**  
**PE, PLS**

(775) 738-1053 Work  
(775) 753-7693 Fax  
(775) 934-6211 Cell

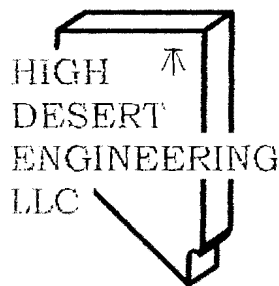
[tcballew@frontiernet.net](mailto:tcballew@frontiernet.net)  
[hdeng@frontiernet.net](mailto:hdeng@frontiernet.net)

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Thomas C. Ballew, P.E., P.L.S.  
Robert E. Morley, P.L.S.  
Duane V. Merrill, P.L.S.



Consulting Civil Engineering  
Land Surveying  
Water Rights

September 9, 2020

Nevada Division of Environmental Protection  
Bureau of Water Pollution Control  
901 S. Stewart Street, Suite 4001  
Carson City, NV 89701-5249

Re: Tower Hill Subdivision, Unit 4 - Elko, Nevada

Ladies and gentlemen:

Enclosed for your review please find the following:

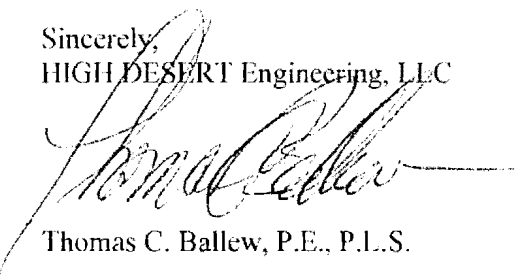
- Three (3) copies of the proposed improvement plans and the proposed final plat for the above referenced subdivision.
- Two (2) copies of the Application for Approval of a Water Project.
- Two (2) copies of the Intent to Serve letter from the City of Elko.
- Two (2) copies of a letter from the Elko Fire Department outlining fire flow requirements.
- Checks for the Bureau of Water Pollution Control review fees as follows:

Final Map:	\$ 400.00 plus 6 lots @ \$ 3.00	\$ 418.00
Improvement Plans:	\$ 250.00 plus 6 lots @ \$ 3.00	\$ 268.00

Hydraulic modeling for this subdivision will be provided to you by the City of Elko.

Please let me know if you need any additional information. Thank you for your assistance on this project.

Sincerely,  
HIGH DESERT Engineering, LLC

  
Thomas C. Ballew, P.E., P.L.S.

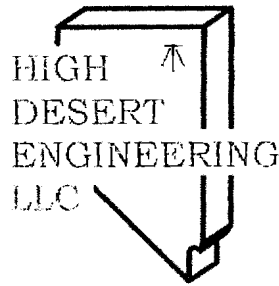
enclosures

cc Scott MacRitchie, BDSA (letter only – via email)  
Michele Rambo, City of Elko (letter only – via email)  
Bob Thibault, City of Elko (letter only – via email)  
Dale Johnson, City of Elko (letter only – via email)  
Shelby Archuleta, City of Elko (letter only - via email)

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Thomas C. Ballew, P.E., P.L.S.  
Robert E. Morley, P.L.S.  
Duane V. Merrill, P.L.S.

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*Consulting Civil Engineering  
Land Surveying  
Water Rights*

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September 9, 2020

Division of Water Resources  
901 South Stewart Street, Suite 2002  
Carson City, NV 89701

Re: Tower Hill Subdivision – Unit 4 - Elko, Nevada

Ladies and gentlemen:

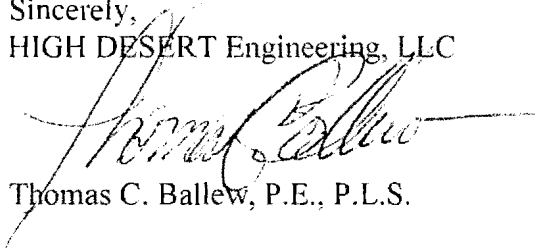
Enclosed please find the following items regarding the above referenced subdivision:

- One (1) copy of the Final Plat
- Check in the amount of \$120.00 for the Final Plat Review Fee

A copy of the "Intent to Serve" letter for this subdivision is attached. The final "Will Serve" letter for this subdivision will be issued by the City of Elko, Nevada, upon completion of their review.

Please feel free to contact me if you have any questions regarding this matter.

Sincerely,  
HIGH DESERT Engineering, LLC



Thomas C. Ballew, P.E., P.L.S.

Enclosures:

cc: Scott MacRitchie, BDSA, LLC  
Michele Rambo, City of Elko (letter only – via email)  
Shelby Archuleta, City of Elko (letter only – via email)





## CITY OF ELKO PLANNING DEPARTMENT

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

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

### APPLICATION FOR FINAL PLAT APPROVAL

APPLICANT(s): BDSA, LLC  
MAILING ADDRESS: 312 Four Mile Trail, Elko, NV 89801  
PHONE NO (Home) \_\_\_\_\_ (Business) (775) 340-6005  
NAME OF PROPERTY OWNER (If different): same  
(Property owner consent in writing must be provided)  
MAILING ADDRESS: same  
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):  
ASSESSOR'S PARCEL NO.: 001-929-125 Address Not Addressed  
Lot(s), Block(s), & Subdivision \_\_\_\_\_  
Or Parcel(s) & File No. Parcel B. File 741117  
PROJECT DESCRIPTION OR PURPOSE: Single Family Residential Lots  
APPLICANT'S REPRESENTATIVE OR ENGINEER: High Desert Engineering, LLC

#### FILING REQUIREMENTS:

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

1. One .pdf of the entire application, and ten (10) 24" x 36" copies of the final plat folded to a size not to exceed 9"x12" provided by a properly licensed surveyor, as well as one (1) set of reproducible plans 8 1/2" x 11" in size and any required supporting data, prepared in accordance with Section 3-3-8 of Elko City Code (see attached checklist).
2. Pre-Submission Requirements:
  - a. The final plat shall meet all requirements of the zoning district in which located, and any necessary zoning amendment shall have been adopted by the Elko City Council prior to filing of the final plat.
  - b. The final plat shall conform closely to the approved preliminary plat and be prepared in accordance with the provisions of the City Subdivision Ordinance.
  - c. The final plat submittal shall include a letter signifying approval of utility easements by all public utilities involved, and shall be so indicated by an affidavit on the map.
  - d. A complete set of construction plans for all public improvements associated with the final plat shall have been approved or substantially approved by the City Engineer.

**Fee:** \$750.00 + \$25.00 per lot including remainder parcels; non-refundable.

**Other Information:** The applicant is encouraged to submit other information and documentation to support the request.

RECEIVED

### Final Plat Checklist 3-3-8

<b>Identification Data</b>	
✓	Subdivision Name
✓	Location and Section, Township and Range
✓	Name, address and phone number of subdivider
✓	Name, address and phone number of engineer/surveyor
✓	Scale, North Point and Date of Preparation
✓	Location maps
<b>Survey Data (Required)</b>	
✓	Boundaries of the Tract fully balanced and closed
✓	Any exception within the plat boundaries
✓	The subdivision is to be tied to a section corner
✓	Location and description of all physical encroachments
<b>Descriptive Data</b>	
✓	Street Layout, location, widths, easements
✓	All drainageways, designated as such
✓	All utility and public service easements
✓	Location and dimensions of all lots, parcels
✓	Residential Lots shall be numbered consecutively
✓	All sites to be dedicated to the public and proposed use
✓	Location of all adjoining subdivisions with name date, book and page
	Any private deed restrictions to be imposed upon the plat
<b>Dedication and Acknowledgment</b>	
✓	Statement of dedication for items to be dedicated
✓	Execution of dedication acknowledged by a notary public
<b>Additional Information</b>	
✓	Street CL, and Monuments identified
✓	Street CL and width shown on map
✓	Location of mounuments used to determine boudaries
✓	Each city boundary line crossing or adjoining the subdivision
✓	Section lines crossing the subdivision boundaries
<b>City Engineer to Check</b>	
✓	Closure report for each of the lots
✓	Civil Improvement plans
✓	Estimate of quantities required to complete the improvements
<b>Required Certifications</b>	
✓	All parties having record title in the land to be subdivided
✓	Offering for dedication
✓	Clerk of each approving governing body
✓	Easements
✓	Surveyor's Certificate
✓	City Engineer
✓	State Health division
✓	State Engineer
✓	Division of Water Resources
✓	City Council

**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 acknowledge that, if approved, I must provide an AutoCAD file containing the final subdivision layout on NAD 83 NV East Zone Coordinate System to the City Engineering Department when requesting final map signatures for recording.

☒ I have carefully read and completed all questions contained within this application to the best of my ability.

**Applicant / Agent:** BDSA, LLC  
(Please print or type)

**Mailing Address:** 312 Four Mile Trail  
Street Address or P.O. Box

Elko, NV 89801  
City, State, Zip Code

Phone Number: (775) 340-6005

Email address: scott@macritchie.com

**SIGNATURE:** Scott Macritchie

**FOR OFFICE USE ONLY**

File No.: 8-20 Date Filed: 9/4/20 Fee Paid: \$900 OX# 15915

5 Lots + remainder =  $6 \times 25 = 150$   
 $+ 750$   
\$900

RECEIVED

JUN 04 2020

# LOT CALCULATIONS

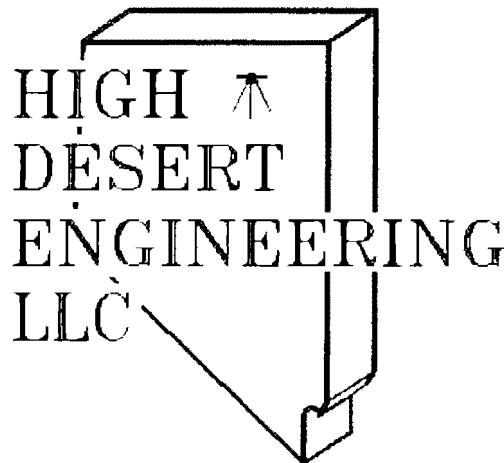
FOR

## TOWER HILL SUBDIVISION UNIT NUMBER 4 ELKO, NEVADA

### PREPARED FOR:

BDSA, LLC  
312 Four Mile Trail  
Elko, Nevada 89801

Contact:  
Scott MacRitchie  
(775) 340-6005



### PREPARED BY

HIGH DESERT Engineering  
640 Idaho Street  
Elko, Nevada

May, 2020



Parcel name: LOT 401

North: 12627.613                      East : 60352.775  
Line Course: N 58-33-45 W Length: 102.62  
North: 12681.136                      East : 60265.218  
Line Course: N 41-54-22 E Length: 83.64  
North: 12743.385                      East : 60321.082  
Line Course: S 48-05-38 E Length: 100.00  
North: 12676.593                      East : 60395.506  
Line Course: S 41-54-22 W Length: 55.00  
North: 12635.660                      East : 60358.771  
Curve Length: 10.05                      Radius: 55.00  
Delta: 10-28-07                      Tangent: 5.04  
Chord: 10.04                      Course: S 36-40-18 W  
Course In: S 48-05-38 E              Course Out: N 58-33-45 W  
RP North: 12598.925                      East : 60399.704  
End North: 12627.611                      East : 60352.778

Perimeter: 351.31    Area: 7,443 SF 0.171 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.004                      Course: S 62-37-08 E  
Error North: -0.0017                      East : 0.0033  
Precision 1: 87,827.50

-----  
Parcel name: LOT 402

North: 12582.544                      East : 60347.198  
Line Course: S 76-58-33 W Length: 87.29  
North: 12562.872                      East : 60262.153  
Line Course: S 41-54-22 W Length: 207.45  
North: 12408.480                      East : 60123.595  
Line Course: N 33-38-48 W Length: 79.22  
North: 12474.428                      East : 60079.702  
Line Course: N 41-54-22 E Length: 277.75  
North: 12681.141                      East : 60265.214  
Line Course: S 58-33-45 E Length: 102.62  
North: 12627.617                      East : 60352.770  
Curve Length: 46.81                      Radius: 55.00  
Delta: 48-46-02                      Tangent: 24.93  
Chord: 45.41                      Course: S 07-03-14 W  
Course In: S 58-33-45 E              Course Out: S 72-40-13 W  
RP North: 12598.931                      East : 60399.697  
End North: 12582.548                      East : 60347.194

Perimeter: 801.15    Area: 25,582 SF 0.587 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.006                      Course: N 45-08-00 W  
Error North: 0.0041                      East : -0.0041  
Precision 1: 133,523.33

Parcel name: LOT 403

North:	12549.318	East :	60375.954
Line Course:	S 28-40-49 W	Length:	114.40
	North: 12448.953	East :	60321.051
Line Course:	S 41-54-22 W	Length:	192.90
	North: 12305.389	East :	60192.211
Line Course:	N 33-38-48 W	Length:	123.84
	North: 12408.482	East :	60123.595
Line Course:	N 41-54-22 E	Length:	207.45
	North: 12562.875	East :	60262.153
Line Course:	N 76-58-33 E	Length:	87.29
	North: 12582.547	East :	60347.197
Curve Length:	45.20	Radius:	55.00
	Delta: 47-05-26	Tangent:	23.97
	Chord: 43.94	Course:	S 40-52-30 E
Course In:	N 72-40-13 E	Course Out:	S 25-34-47 W
RP North:	12598.930	East :	60399.701
End North:	12549.321	East :	60375.954

Perimeter: 771.10 Area: 31,650 SF 0.727 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.003 Course: N 04-44-46 W  
Error North: 0.0029 East : -0.0002  
Precision 1: 257,026.67

-----  
Parcel name: LOT 404

North:	12546.270	East :	60415.584
Line Course:	S 16-47-07 E	Length:	171.84
	North: 12381.752	East :	60465.209
Line Course:	S 43-20-42 W	Length:	276.68
	North: 12180.541	East :	60275.299
Line Course:	N 33-38-48 W	Length:	149.97
	North: 12305.386	East :	60192.205
Line Course:	N 41-54-22 E	Length:	192.90
	North: 12448.950	East :	60321.045
Line Course:	N 28-40-49 E	Length:	114.40
	North: 12549.314	East :	60375.948
Curve Length:	40.67	Radius:	55.00
	Delta: 42-21-54	Tangent:	21.31
	Chord: 39.75	Course:	S 85-36-10 E
Course In:	N 25-34-47 E	Course Out:	S 16-47-07 E
RP North:	12598.924	East :	60399.695
End North:	12546.267	East :	60415.579

Perimeter: 946.46 Area: 47,055 SF 1.080 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.006 Course: S 60-44-46 W  
Error North: -0.0031 East : -0.0056  
Precision 1: 157,743.33

Parcel name: LOT 405

North: 12584.812 East : 60452.859  
Line Course: S 49-52-21 E Length: 148.59  
North: 12489.047 East : 60566.473  
Line Course: S 43-20-42 W Length: 147.54  
North: 12381.751 East : 60465.203  
Line Course: N 16-47-07 W Length: 171.84  
North: 12546.269 East : 60415.578  
Curve Length: 56.01 Radius: 55.00  
Delta: 58-20-39 Tangent: 30.70  
Chord: 53.62 Course: N 44-02-34 E  
Course In: N 16-47-07 W Course Out: S 75-07-46 E  
RP North: 12598.926 East : 60399.695  
End North: 12584.811 East : 60452.853

Perimeter: 523.98 Area: 14,714 SF 0.338 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.006 Course: S 83-20-04 W  
Error North: -0.0008 East : -0.0064  
Precision 1: 87,330.00

-----  
Parcel name: PARCEL D

North: 12094.443 East : 61040.515  
Line Course: N 89-44-13 W Length: 710.09  
North: 12097.703 East : 60330.432  
Line Course: N 33-38-48 W Length: 99.51  
North: 12180.543 East : 60275.297  
Line Course: N 43-20-42 E Length: 424.22  
North: 12489.050 East : 60566.477  
Line Course: S 70-45-36 E Length: 70.62  
North: 12465.779 East : 60633.153  
Line Course: S 82-16-23 E Length: 93.73  
North: 12453.176 East : 60726.032  
Line Course: S 89-55-03 E Length: 210.00  
North: 12452.874 East : 60936.032  
Line Course: N 00-04-57 E Length: 90.99  
North: 12543.864 East : 60936.163  
Line Course: S 89-55-03 E Length: 105.00  
North: 12543.713 East : 61041.162  
Line Course: S 00-04-57 W Length: 449.26  
North: 12094.453 East : 61040.516

Perimeter: 2253.42 Area: 248,191 SF 5.698 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.010 Course: N 03-36-20 E  
Error North: 0.0099 East : 0.0006  
Precision 1: 225,342.00

Parcel name: UNIT 4 STREET

North: 12676.595                      East : 60395.503  
Line Course: S 47-34-46 E Length: 62.86  
North: 12634.192                      East : 60441.907  
Curve Length: 251.30                      Radius: 55.00  
Delta: 261-47-12                      Tangent: 63.51  
Chord: 83.15                      Course: N 88-59-14 W  
Course In: S 50-07-10 W                      Course Out: N 48-05-38 W  
RP North: 12598.927                      East : 60399.701  
End North: 12635.662                      East : 60358.768  
Line Course: N 41-54-22 E Length: 55.00  
North: 12676.595                      East : 60395.503

Perimeter: 369.16    Area: 10,136 SF 0.233 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.000                      Course: S 03-39-03 W  
Error North: -0.0003                      East : -0.0000  
Precision 1: 369,160,000.00



Parcel name: UNIT 4 TOTAL

North:	12094.443	East :	61040.515
Line Course:	N 89-44-13 W	Length:	710.09
North:	12097.703	East :	60330.432
Line Course:	N 33-38-48 W	Length:	452.53
North:	12474.421	East :	60079.699
Line Course:	N 41-54-22 E	Length:	361.39
North:	12743.382	East :	60321.076
Line Course:	S 48-05-38 E	Length:	100.00
North:	12676.591	East :	60395.500
Line Course:	S 47-34-46 E	Length:	62.86
North:	12634.188	East :	60441.904
Curve Length:	52.56	Radius:	55.00
Delta:	54-45-04	Tangent:	28.48
Chord:	50.58	Course:	S 12-30-18 E
Course In:	S 50-07-10 W	Course Out:	S 75-07-46 E
RP North:	12598.922	East :	60399.698
End North:	12584.807	East :	60452.856
Line Course:	S 49-52-21 E	Length:	148.59
North:	12489.042	East :	60566.470
Line Course:	S 70-45-36 E	Length:	70.62
North:	12465.771	East :	60633.145
Line Course:	S 82-16-23 E	Length:	93.73
North:	12453.169	East :	60726.024
Line Course:	S 89-55-03 E	Length:	210.00
North:	12452.867	East :	60936.024
Line Course:	N 00-04-57 E	Length:	90.99
North:	12543.857	East :	60936.155
Line Course:	S 89-55-03 E	Length:	105.00
North:	12543.705	East :	61041.155
Line Course:	S 00-04-57 W	Length:	449.26
North:	12094.446	East :	61040.508

Perimeter: 2907.63 Area: 384,771 SF 8.833 ACRES

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.007 Course: N 69-10-28 W

Error North: 0.0026 East : -0.0069

Precision 1: 415,374.29

# TOWER HILL SUBDIVISION – UNIT NUMBER 4 ELKO, ELKO COUNTY, NEVADA

## LAND SURVEYOR'S CERTIFICATE:

- I, THOMAS C. BALLEW, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:
- THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY SUPERVISION AND DIRECTION AT THE INSTANCES BOSSA, LLC.
  - THE LANDS SURVEYED LIE WITHIN SECTION 13, TOWNSHIP 34 NORTH, RANGE 55 EAST, M.D.B. & M., AND THE SURVEY WAS COMPLETED ON THE \_\_\_\_ DAY OF \_\_\_\_, 20\_\_.
  - THIS PLAT COMPLES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
  - THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED HEREON AND ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RE-TRACED.

THOMAS C. BALLEW, P.L.S. No. 5072



DATE

## CITY ENGINEER'S REPRESENTATIVE CERTIFICATE:

I, \_\_\_\_\_, REPRESENTATIVE FOR THE CITY ENGINEER OF THE CITY OF ELKO, NEVADA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND FIND IT SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, WITH ALL APPROVED ALTERATIONS, THAT ALL PROVISIONS OF N.E.S. 278.010 THROUGH 278.030, INCLUSIVE, AND ALL LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT; AND THAT THE MONUMENTS AS SHOWN ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THE MONUMENTS HAVE NOT BEEN SET AND THAT A PROPER PERFORMANCE BOND HAS BEEN DEPOSITED GUARANTEEING THEIR SETTING ON OR BEFORE \_\_\_\_\_.

CITY OF ELKO CITY ENGINEER'S REPRESENTATIVE

DATE

## APPROVAL – CITY OF ELKO PLANNING COMMISSION

AT A REGULAR MEETING OF THE CITY OF ELKO, NEVADA, PLANNING COMMISSION HELD ON THE \_\_\_\_ DAY OF \_\_\_\_, 20\_\_, A TENTATIVE MAP OF THIS SUBDIVISION WAS DULY AND REGULARLY APPROVED PURSUANT TO N.E.S. 278.030. THIS FINAL MAP SUBSTANTIALLY COMPLES WITH SAID TENTATIVE MAP AND ALL CONDITIONS PURSUANT THERE TO HAVE BEEN MET.

CHAIRMAN, CITY OF ELKO PLANNING COMMISSION

DATE

## APPROVAL – CITY OF ELKO CITY COUNCIL

AT A REGULAR MEETING OF THE CITY OF ELKO, NEVADA, CITY COUNCIL HELD ON THE \_\_\_\_ DAY OF \_\_\_\_, 20\_\_, THIS MAP WAS APPROVED FOR SUBDIVISION PURPOSES PURSUANT TO N.E.S. 278.061 THROUGH 278.069, INCLUSIVE, AND ALL APPLICABLE LOCAL ORDINANCES. ALL OFFERS OF DEDICATION, AS SHOWN HEREON, WERE ACCEPTED FOR PUBLIC USE.

MAYOR, CITY OF ELKO, NEVADA

DATE

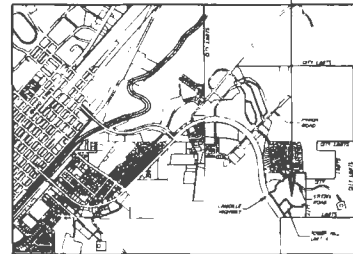
ATTN: CITY CLERK, CITY OF ELKO, NEVADA

DATE

## LEGAL DESCRIPTION:

PARCEL 8 AS SHOWN ON THE FINAL MAP OF TOWER HILL SUBDIVISION, UNIT NUMBER 1, FILED IN THE OFFICE OF THE ELKO COUNTY RECORDER, ELKO, NEVADA, AT FILE NUMBER 741117.

## TOWER HILL SUBDIVISION



## VICINITY MAP

## APPROVAL – NEVADA DIVISION OF WATER RESOURCES

THIS FINAL MAP IS APPROVED BY THE DIVISION OF WATER RESOURCES OF THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES CONCERNING WATER QUANTITY SUBJECT TO REVIEW OF APPROVAL ON FILE AT THIS OFFICE.

NEVADA DIVISION OF WATER RESOURCES

DATE

## APPROVAL – NEVADA DIVISION OF ENVIRONMENTAL PROTECTION

THIS FINAL MAP IS APPROVED BY THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION OF THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES. THIS APPROVAL CONCERNS SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY AND WATER SUPPLY FACILITIES AND IS PRECATED UPON PLANS FOR A PUBLIC WATER SUPPLY AND A COMMUNITY SYSTEM FOR DISPOSAL OF SEWAGE.

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION  
BUREAU OF WATER POLLUTION CONTROL

DATE

## ASSESSOR'S CERTIFICATE:

I, KATRINKA RUSSELL, CERTIFY THAT THE ASSESSOR'S PARCEL NUMBER SHOWN ON THIS PLAT IS CORRECT AND THAT THE PROPOSED PARCELS ARE A DIVISION OF SAID ASSESSOR'S PARCEL NUMBER 001-529-125.

ELKO COUNTY ASSESSOR

DATE

## TREASURER'S CERTIFICATE:

I, CHERYL PAUL, CERTIFY THAT ALL PROPERTY TAXES ON ASSESSOR'S PARCEL NUMBER 001-529-125 HAVE BEEN PAID FOR THIS FISCAL YEAR.

ELKO COUNTY TREASURER

DATE

## OWNER'S CERTIFICATE:

KNOWN OF ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, SCOTT MACINTYRE, MANAGING DIRECTOR OF BOSSA, LLC, BEING THE OWNER OF THOSE PARCELS AS SHOWN ON THIS MAP, DOES HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP AND OFFERS FOR DEDICATION ALL OF THE RIGHTS-OF-WAY AND EASEMENTS FOR PUBLIC ACCESS, PUBLIC UTILITY AND PUBLIC DRAINAGE PURPOSES AS DESIGNATED HEREON. IN WITNESS I, SCOTT MACINTYRE, SET MY HAND ON THE DATE SHOWN.

BOSSA, LLC

BY: SCOTT MACINTYRE, MANAGING DIRECTOR

DATE

STATE OF NEVADA }  
COUNTY OF ELKO } S.S.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_ DAY OF \_\_\_\_, 20\_\_, BY SCOTT MACINTYRE, MANAGING DIRECTOR OF BOSSA, LLC.

NOTARY PUBLIC IN AND FOR ELKO COUNTY, NEVADA

MY COMMISSION EXPIRES: \_\_\_\_\_

## APPROVAL – PUBLIC UTILITY EASEMENTS

THE PUBLIC UTILITY EASEMENTS, AS DESIGNATED HEREON, ARE APPROVED BY THE RESPECTIVE PUBLIC UTILITIES EXERCISING BELOW:

FRONTIER COMMUNICATIONS

DATE

SERRA PACIFIC POWER COMPANY 4/5/6 NV ENERGY

DATE

SOUTHWEST GAS CORPORATION

DATE

2770 MEDIA

DATE

## ELKO COUNTY RECORDER:

FILE NUMBER: \_\_\_\_\_

FILED AT THE REQUEST OF: \_\_\_\_\_

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

D. ANNE SHALES, ELKO COUNTY RECORDER

SHEET 1 OF 2

## FINAL MAP OF TOWER HILL SUBDIVISION UNIT NUMBER 4

LOCATED IN:  
SECTION 13, T.34 N., R.55 E., M.D.B. & M.  
ELKO ELKO COUNTY NEVADA



HIGH DESERT  
ENGINEERING  
LLC

645 DALLAS STREET  
ELKO, NEVADA 89801  
(775) 736-6053

220028



**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval to cancel the December 22, 2020 City Council Meeting, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 10, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information:
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution;



**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Tower Hill Unit 4 Subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 10, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Elko City Code 3-3-21 requires the subdivider to have executed and filed an agreement between the subdivider and the City for the required subdivision improvements, including stipulations on the timeframe for when those improvements are to be completed, and to post a performance guarantee in accordance with Elko City Code 3-3-22. MR**
6. Budget Information:  

Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Performance/Maintenance Agreement**
9. Recommended Motion: **Approve the Performance/Maintenance Agreement for subdivision improvements associated with the Tower Hill Unit 4 subdivision and require that the developer enter into the agreement within 30 days.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **David Stanton, City Attorney**
12. Council Action:
13. Council Agenda Distribution: **BDSA, LLC  
Attn: Scott MacRitchie  
312 Four Mile Trail  
Elko, NV 89801  
  
High Desert Engineering  
Attn: Tom Ballew  
640 Idaho Street  
Elko, NV 89801**

**AGREEMENT TO INSTALL IMPROVEMENTS**  
**AND PROVIDE MAINTENANCE GUARANTY**

**THIS AGREEMENT** made and entered into this 10th day of November, 2020, by and between the **CITY OF ELKO**, a municipal corporation organized and existing under the laws of the State of Nevada, hereinafter referred to as the "**City**," and **BDSA, LLC**, an Arizona Limited Liability Company, hereinafter referred to as "**Developer**."

**RECITALS**

- A. WHEREAS, Developer** is subdividing certain property within the **City**, the subdivision being generally known as **Tower Hill Unit 4**, into five (5) residential and one (1) remainder lot by means of a subdivision map, identified by the **City** as Final Map No. 8-20;
- B. WHEREAS**, Elko City Code, Title 3, Chapter 3, requires that a developer of a subdivision (as that term is used in NRS 278.320(1)) enter into an Agreement to Install Improvements;
- C. WHEREAS**, the **City** has approved the Engineer's Cost Estimate for the required subdivision improvements (set forth in **Exhibit A** and made a part hereof) and has determined that the cost of the required subdivision improvements is expected to be in the amount of **One Hundred, Thirty-Eight Thousand, Five Hundred Eight Dollars (\$138,508.00)**, which amount provides the basis for calculating the amount of the Maintenance Guaranty;
- D. WHEREAS**, the Developer intends to complete the required subdivision improvements with its own resources pursuant to Elko City Code Section 3-3-21(A)(3)(a) and 3-3-22(A)(1), and in conformity with the construction plans approved by the City (attached as **Exhibit B** and made a part hereof) prior to certification of the final map;
- E. WHEREAS**, Elko City Code 3-3-21(A)(4) requires that all subdivision improvements identified in the agreement to install improvements shall be completed within a specified period, not to exceed two (2) years, to the satisfaction of the City;
- F. WHEREAS**, the **City** approved the Final Map on November 10, 2020;
- G. WHEREAS**, pursuant to Elko City Code Section 3-3-22(B)(3), the **Developer** shall file with the Clerk of the City a maintenance guaranty to ensure the maintenance, adequacy and condition of all improvements required by this Agreement for a period of one (1) year after the subdivision improvements are accepted by the City. The maintenance guaranty may be in any form permitted in Section 3-3-22(B)(1) for a performance guaranty and shall be in the amount of **Thirteen Thousand, Eight Hundred Fifty Dollars and Eighty Cents (\$13,850.80)** (hereinafter referred to as the "Maintenance Guaranty");
- H. WHEREAS**, in the event the **Developer** fails to complete all the required subdivision improvements in accordance with the terms of this Agreement, the **Developer** shall be in default of this Agreement and the **City** shall be entitled to pursue all available legal remedies.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions on the part of the respective parties to be performed, the parties hereby agree as follows:

1) **REQUIRED IMPROVEMENTS, CERTIFICATION, MAINTENANCE GUARANTY, AND ACCEPTANCE AND CERTIFICATION OF THE FINAL MAP**

A. **COMPLETION OF WORK AND MAINTENANCE GUARANTY.** **Developer** agrees to complete the improvements shown on the construction plans attached as **Exhibit B** hereto in the manner set forth in this Agreement and in conformity with Elko City Code 3-3-21(A)(4) (requiring the improvements to be completed to the satisfaction of the City) (hereinafter the "**Work**") within twenty-four (24) months of the Effective Date, unless otherwise extended in accordance herewith, and **Developer** shall pay or cause to be paid all claims for labor and materials used to perform the **Work**. During the construction of the subdivision improvements, the **Developer** may, at its option, guarantee performance of the remaining subdivision improvements with a performance guaranty that conforms to ECC Sections 3-3-21(A)(3)(b) and 3-3-22.

B. **ENGINEER'S ESTIMATE, CERTIFICATION AND SUBMISSION OF WORK.**

1) **Developer** agrees to, at its own expense, contract with a licensed engineer in the State of Nevada to oversee the construction of the subdivision improvements, oversee all required testing and verification of materials to ensure construction of the subdivision improvements in accordance with all federal, state and local requirements and provide an engineer's estimate, which must be approved by the City. The total engineer's estimate must be an amount no less than the full cost of the following improvements: (a) improvements required under Section 3-3-20 of the Elko City Code; (b) improvements shown on the construction plans prepared and approved in accordance with Section 3-3-18 of the Elko City Code; (c) the cost of required inspection and testing by a properly licensed engineer to oversee the quality assurance and quality control necessary to ensure certification for the construction of the approved construction plans; (d) the cost to replace any existing streets, utilities or other improvements that are included in the required improvements as shown on the construction plans; (e) the cost to prepare the as-built drawings and any associated documents; and (f) incidental expenses associated with the foregoing **Work**.

2) The **Work** shall be certified by the **Developer's** Engineer (who shall be a registered engineer, licensed in the State of Nevada) and submitted to the **City** for possible acceptance of the **Work** before the **City** conducts the subdivision final inspection and no later than twenty-four (24) months after the Effective Date. Upon certification of the **Work**, the **Developer's** Engineer shall provide the **City** with a certificate attesting to the adequacy of the **Work** and compliance with all requirements set forth in this Agreement, to include, without limitation, the construction specifications, codes and standards set forth in the Orange Book.

3) The certification by the **Developer's** engineer shall include: (a) the results of all required testing, presented in an organized manner by material type and category of work; (b) references to the sections of the Orange Book that correspond to the required testing for the material type and category of work; (c) the frequency of the required testing; (d) photo documentation for any components of the **Work** which cannot be certified by testing (i.e. special construction of utility crossings); and (e) an "as-built" drawing of the **Work**.

4) The City Council shall not accept the **Work** without a complete and comprehensive certification of the **Work** by the **Developer's** engineer.

**C. MAINTENANCE PERIOD.** Notwithstanding the Term of this Agreement, the maintenance period shall commence on the date the City Council accepts the **Work** and shall continue thereafter for a period of twelve (12) months. In satisfaction of its requirement to provide a Maintenance Guaranty, **Developer** shall, prior to acceptance of the **Work**, in conformance with Elko City Code 3-3-22(B)(3), provide the **City** with a Maintenance Guaranty in a form that complies with Elko City Code Section 3-3-22(B) in the amount of **Thirteen Thousand, Eight Hundred Fifty Dollars and Eighty Cents (\$13,850.80)**, which amount is not less than ten percent (10%) of the total cost of the required subdivision improvements. If maintenance is required during the maintenance period, the **City** will provide fifteen (15) calendar days' written notice of the required maintenance work to the **Developer** and the **Developer** must thereafter complete the required maintenance work. If the **Developer** fails to complete the maintenance work within the fifteen (15) calendar day period, without limiting any other rights or remedies available, the **City** may complete or have the maintenance work completed and use the Maintenance Guaranty to satisfy the costs thereof. The certification of the Final Map is, without limitation, conditioned upon **Developer** providing the Maintenance Guaranty.

**D. CERTIFICATION OF FINAL MAP.** The **City** will not certify the Final Map until:

- 1) The Agreement has been approved by the City Council in conjunction with Final Map approval;
- 2) The Agreement has been fully executed and filed with the City Clerk's office;
- 3) The **Developer** has completed the **Work** as required under the Agreement, or a performance guaranty that complies with ECC Sections 3-3-21(A)(3)(b) and 3-3-22 has been posted with the Elko City Clerk for the remaining **Work**;
- 4) The **Developer** has filed with the Elko City Clerk the Maintenance Guaranty, calculated in the manner set forth herein and otherwise meeting the requirements of this Agreement and the Elko City Code;
- 5) The City Council has accepted the subdivision improvements, or a performance guaranty that complies with ECC Sections 3-3-21(A)(3)(b) and 3-3-22 has been posted with the Elko City Clerk for the remaining **Work**;
- 6) The **Developer** has acquired all other jurat certifications required by the Nevada Revised Statutes, the Elko City Code and this Agreement; and
- 7) All other Final Map requirements set forth in the Nevada Revised Statutes and the Elko City Code have been met.

**E. EFFECTIVE DATE.** The Effective Date of this Agreement shall be November 10, 2020, which is the date the **City** approved the Final Map, and this Agreement shall operate retroactively to that date, except where otherwise specifically stated herein.



**F. TERM.** The Term of this Agreement shall be twenty-four (24) months from the Effective Date, unless the **Work** is completed and accepted by the **City** prior to the expiration of the foregoing twenty-four (24) month period, in which event the Term shall expire on the date the **Work** is accepted by the **City**. Notwithstanding the foregoing, the **City** may, upon a written request and showing by the **Developer** of good cause, grant an extension of time to complete the **Work** for an additional twelve (12) months thereafter (with a corresponding extension of the Term); **provided**, no such extension shall be given unless: (a) the **Developer** has satisfactorily performed its duties under this Agreement to date; (b) the **Developer** has diligently and in good faith attempted to complete the **Work** within the aforementioned twenty-four (24) month period, but has been unable to do so due to events beyond the **Developer's** control; and (c) the Maintenance Guaranty has been provided to the Elko City Clerk.

**G. DESCRIPTION OF WORK AND CONDITIONS.** In addition to any other requirements contained herein, the **Work** shall not be accepted by the **City** unless the **Developer** fully satisfies the following requirements:

(1) **COMPLIANCE WITH CITY CODE.** **Developer** shall perform the **Work** in a manner that fully complies with the Elko City Code.

(2) **STANDARDS.** The **Work** shall be completed in accordance with the plans, specifications and conditions approved by the **City** and in accordance with requirements otherwise set forth in this Agreement, to include requirements incorporated by reference.

(3) **PRECONSTRUCTION CONFERENCE.** Prior to the initiation of the construction of any roadway, drainage, water or sewer improvements included in the **Work**, the **Developer** shall schedule and participate in a preconstruction conference with **Developer's** contractor(s) and the City Development Manager or the **City's** designee(s).

(4) **AS-BUILT PLANS.** **Developer** shall provide complete as-built drawings of all street, water, sewer and drainage improvements to the **City** prior to the subdivision final inspection.

(5) **SUBDIVISION CONDITIONS.** **Developer** shall satisfy all subdivision approval conditions established by or at the direction of the City Council and/or the City Planning Commission.

(6) **ENGINEER'S CERTIFICATE.** Before the subdivision final inspection, **Developer's** engineer (who shall be a registered engineer, licensed in the State of Nevada) shall provide the **City** with a certificate certifying the adequacy of the **Work** and compliance with all requirements set forth in this Agreement, to include, without limitation, **City** standard construction specifications, codes and standards.

**H. FINAL COMPLETION AND ACCEPTANCE OF WORK.** Approval of the final completion and acceptance of the **Work** shall be at the discretion of the **City**. The **Work** shall not be accepted unless and until it satisfies the requirements of this Agreement, to include the

conditions set forth in Section 1 (**REQUIRED IMPROVEMENTS, CERTIFICATION, MAINTENANCE GUARANTY, ACCEPTANCE AND CERTIFICATION OF THE FINAL MAP**).

**Developer** shall request that the **City** inspect the **Work** no later than thirty (30) days prior to the end of the Term. The **City** shall have the authority to suspend the **Work**, in whole or in part, for such period as it may deem necessary due to unsuitable weather or other unfavorable conditions or the failure of **Developer** to comply with the requirements contained in this Agreement, to include compliance with the standard construction specifications of the **City**.

- I. DEFAULT, NOTICE AND OPPORTUNITY TO CURE.** In the event **Developer** fails to complete the **Work** during the Term of this Agreement or any extension hereof, the **Developer** shall be considered in **Default**. Upon discovery of the **Default**, the **City** shall serve upon the **Developer** written notice of such **Default**. **Developer** shall then have fifteen (15) days from the date of mailing of said notice in which to cure the **Default**. In the event of a **Default**, should the **Developer** fail to cure the **Default** within fifteen (15) days from the date of notice, the **City** shall then have the right to complete the **Work**, to include, without limitation, payment of all third-party claims for labor and material, after which the **Developer** shall be liable to the **City** for all costs incurred in completing the **Work**, such amount to be due and payable within thirty (30) days of receipt of an itemized invoice from the **City** detailing the costs incurred by the **City**. In the event **Developer** fails to reimburse the **City** for the costs shown on the foregoing invoice, the **City** may thereafter exercise all rights and remedies available at law and equity.

## **2. GENERAL TERMS AND CONDITIONS.**

- A. WARRANTY.** **Developer** warrants to the **City** that the **Work**, upon completion, will be free of defects and in conformity with all applicable standards, to include requirements of the Elko City Code and any plans approved by the **City** pertaining to the **Work**.
- B. TERMINATION, BINDING EFFECT, DELEGATION AND OTHER MATTERS.** This Agreement may not be amended, modified or terminated except by an agreement in writing and approved by the **Developer** and the Elko City Council. This Agreement and all of the covenants, terms, conditions and/or provisions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding any other provision contained in this Agreement, neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated by any party without the prior written consent of the other party. This Agreement is not intended to confer any rights or benefits to any entity other than to the **City** and to **Developer**; accordingly, there are no third-party beneficiaries to this Agreement.
- C. CONSTRUCTION OF AGREEMENT.** This Agreement constitutes a contract under and shall be construed in accordance with the laws of the State of Nevada. Both parties have had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, the parties agree that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- D. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.

- E. **NOTICES.** All notices required to be given under this Agreement shall be deemed given upon the earlier of the actual receipt or two (2) days after being mailed by registered or certified mail, return receipt requested, addressed as follows: if to **City**, to c/o Michele Rambo, (or the then-current) Development Manager, 1751 College Avenue, Elko, Nevada 89801; if to **Developer**, to: Scott MacRitchie, BDSA, LLC, 312 Four Mile Trail, Elko, NV 89801.
- F. **CITY'S AUTHORITY.** This Agreement is not intended to supersede the authority granted by law to the **City**. Therefore, nothing in this Agreement shall be construed or implied to require the **City's** planning or other regulatory boards or departments (however designated) to approve any plans, permits, maps or other documents pertaining to any aspect of the **Work** or other action described in this Agreement.
- G. **TIME OF THE ESSENCE.** Time is of the essence and a material provision of this Agreement.
- H. **INDEMNIFICATION.** **Developer** hereby agrees to hold harmless, indemnify and defend the **City** (including, without limitation, the **City's** officers, agents and employees) against and to 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) that are claimed to have resulted from the acts or omissions of **Developer** (including without limitation its agents, employees and/or contractors) in any manner pertaining to the **Work**.
- I. **JURISDICTION AND VENUE.** The District Court for the Fourth Judicial District, in and for the County of Elko, State of Nevada, shall have jurisdiction and venue over all disputes arising from or in relation to this Agreement.
- J. **INTEGRATION.** This Agreement represents and contains the entire Agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes and replaces all prior oral and written agreements and understandings with respect to the subject matter of this Agreement, and no representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter hereof shall be relied upon by the parties unless incorporated herein. This Agreement shall be construed as a complete novation of any prior agreements relating to the subject matter of this Agreement.
- K. **DOCUMENTS PROVIDED TO CITY ARE PUBLIC.** This Agreement, together with any documents associated with the **Work**, may be recorded in any public system of records, to include the records of the Elko County Recorder. Under no circumstances shall **Developer** assert a right to confidentiality or an intellectual property interest in documents or other information provided to the **City** in relation to the **Work**.
- L. **ATTORNEY FEES.** In the event the **City** is required to pursue any action to enforce any term or condition in this Agreement, it shall be entitled to reasonable attorney's fees and court costs.
- M. **SEVERABILITY.** In the event one or more of the provisions, or portions thereof, of this Agreement is determined to be illegal or unenforceable, the remainder of the Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.
- N. **HEADINGS.** The headings of sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

**O. NO AGENCY, PARTNERSHIP OR JOINT VENTURE.** Nothing herein contained shall be construed to create an agency, partnership or joint venture between the parties.

**P. REMEDIES NOT EXCLUSIVE.** No remedy provided by this Agreement, to include the right to make a claim against a bond or other guaranty, shall be exclusive. The **City** shall have the right to pursue any remedies provided under this Agreement, or by law or equity, simultaneously or in sequence at its sole discretion.

**Q. PERFORMANCE GUARANTY IS NOT EQUIVALENT TO ACCEPTANCE OF THE WORK.** **Developer** acknowledges that posting a performance guaranty for the remaining **Work** does not constitute acceptance of the subdivision improvements by the **City**. City Council acceptance and the beginning of the maintenance period will only occur once all subdivision improvements have been completed, have been certified by the project engineer of record, and have been inspected and approved by all appropriate **City** departments.

**IN WITNESS WHEREOF**, the parties have executed this Agreement in duplicate the day and year first above written.

**CITY - THE CITY OF ELKO,**  
a municipal corporation

**DEVELOPER – BDSA, LLC**

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

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

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

**ATTEST:**

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



## EXHIBIT A

**JORDANELLE THIRD MORTGAGE  
TOWER HILL SUBDIVISION - UNIT NUMBER 4**

**Public Improvement Estimate  
June 16, 2020**

ITEM	DESCRIPTION	UNIT PRICE	UNIT	QTY	EXTENSION
<b>Mobilization</b>					
1	Mobilization	\$ 1,000.00	L.S.	1	\$ 1,000.00
2	Erosion Control	750.00	L.S.	1	750.00
3	Traffic Control	250.00	L.S.	1	250.00
<b>Removals</b>					
4	Remove Temporary Flush/Air Valve	1,000.00	Each	1	1,000.00
<b>Earthwork</b>					
5	Subgrade Preparation	2.00	S.Y.	1,081	2,162.00
<b>Sanitary Sewer</b>					
6	8" SDR-35 PVC Sanitary Sewer	46.00	L.F.	64	2,944.00
7	48" Type 1 Sanitary Sewer Manhole	4,200.00	Each	1	4,200.00
8	4" Sanitary Sewer Service	1,700.00	Each	5	8,500.00
<b>Water</b>					
9	8" Class 235 PVC Water	46.00	L.F.	85	3,910.00
10	6" Class 235 PVC Water	55.00	L.F.	20	1,100.00
11	8" 90° Bend	500.00	Each	1	500.00
12	8"x6" Reducer	750.00	Each	1	750.00
13	6" Gate Valve	1,150.00	Each	1	1,150.00
14	Fire Hydrant	4,500.00	Each	1	4,500.00
15	1" Water Service	2,500.00	Each	5	12,500.00
<b>Surfacing</b>					
16	Type 2, Class B, Aggregate Base	46.00	C.Y.	244	11,224.00
17	Type 2 (Mod) Curb & Gutter	28.00	L.F.	234	6,552.00
18	4" Sidewalk	7.00	S.F.	972	6,804.00
19	3" Plantmix Bituminous Surface	2.60	S.F.	8,042	20,909.20
20	Seal Coat	0.10	S.F.	8,042	804.20
<b>Miscellaneous</b>					
21	Class A Monument	500.00	Each	1	500.00
<b>Public Utilities</b>					
22	Electric	15,000.00	L.S.	1	15,000.00
23	Telephone	3,250.00	L.S.	1	3,250.00
24	Television	1,625.00	L.S.	1	1,625.00
25	Natural Gas	5,000.00	L.S.	1	5,000.00

**JORDANELLE THIRD MORTGAGE  
TOWER HILL SUBDIVISION - UNIT NUMBER 4**

**Public Improvement Estimate  
June 16, 2020**

ITEM	DESCRIPTION	UNIT PRICE	UNIT	QTY	EXTENSION
<b>Construction Total</b>					<b>\$ 116,884</b>
	<b>Davis Bacon Wage Rates</b>	15.0%	L.S.		17,533
	<b>Construction Engineering</b>	3.5%	L.S.		4,091
<b>Public Improvement Estimate Total</b>					<b>\$ 138,508</b>

## EXHIBIT B



Planning Department  
Approved  
6/12/2019

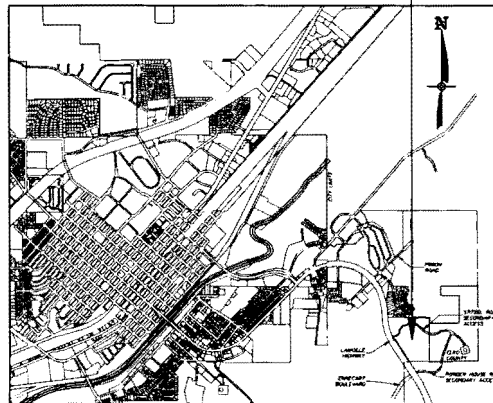
Date  
6/12/2019

**BDSA, LLC**  
**TOWER HILL SUBDIVISION - UNIT NUMBER 4**  
**SITE CONSTRUCTION DRAWINGS**

TWO DAYS BEFORE YOU DIE  
CALL USA TOLL FREE  
1-800-227-2600

**GENERAL NOTES:**

TOWER HILL  
SUBDIVISION



### VICINITY MAP

**LEGEND:**

APPROVED  
City of Elko Fire Department  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_



HIGH DESERT  
ENGINEERING  
LLC

***SHEET INDEX:***

1 TITLE SHEET  
2 PLAN & PROFILE - ELKHORN CIRCLE  
3 GRADING PLAN  
4 EROSION CONTROL PLAN  
5 SITE DETAILS  
6 WATER SYSTEM DETAILS  
7 SEWER DETAILS & UTILITY NOTES
























1 ..... FINAL MAP - SHEET 1 OF 2  
2 ..... FINAL MAP - SHEET 2 OF 2








**ABBREVIATIONS:**


[illegible]

**PROJECT DATA:**

APR	1971	029-125	MISSING RESEARCH
LAST OCCURRENCE	PAROLE & FILE 7417	FROM	15'
LOCATION	SECTION 14, T. 24 N., R. 9 E.	CHARGE DATE	8.5'
HEARING DOCUMENT	DOCUMENT NUMBER 74475	REAR	15' (RETRACTED ACCESS - 10')
ADDRESS	NOT ADDRESSED	MISSING (1) DATE	
STATUS	IN - SINGLE FAMILY RETENTION	AREA	0.000 S.F. (0.000 S.F. PER CORNER (10'))
STORY	HOME	DOOR	100'
PERMITTED USE	ONE (1) SINGLE FAMILY DWELLING	MAINTAINING HEIGHT	35' (RETRACTED ACCESS - 30')
ACCESSORY USES	EXISTING BUILDING STRUCTURE AND	PERMITS REQUIRED	1.000 (20' x 40' x 40')
	FOR ALL REQUIREMENT		

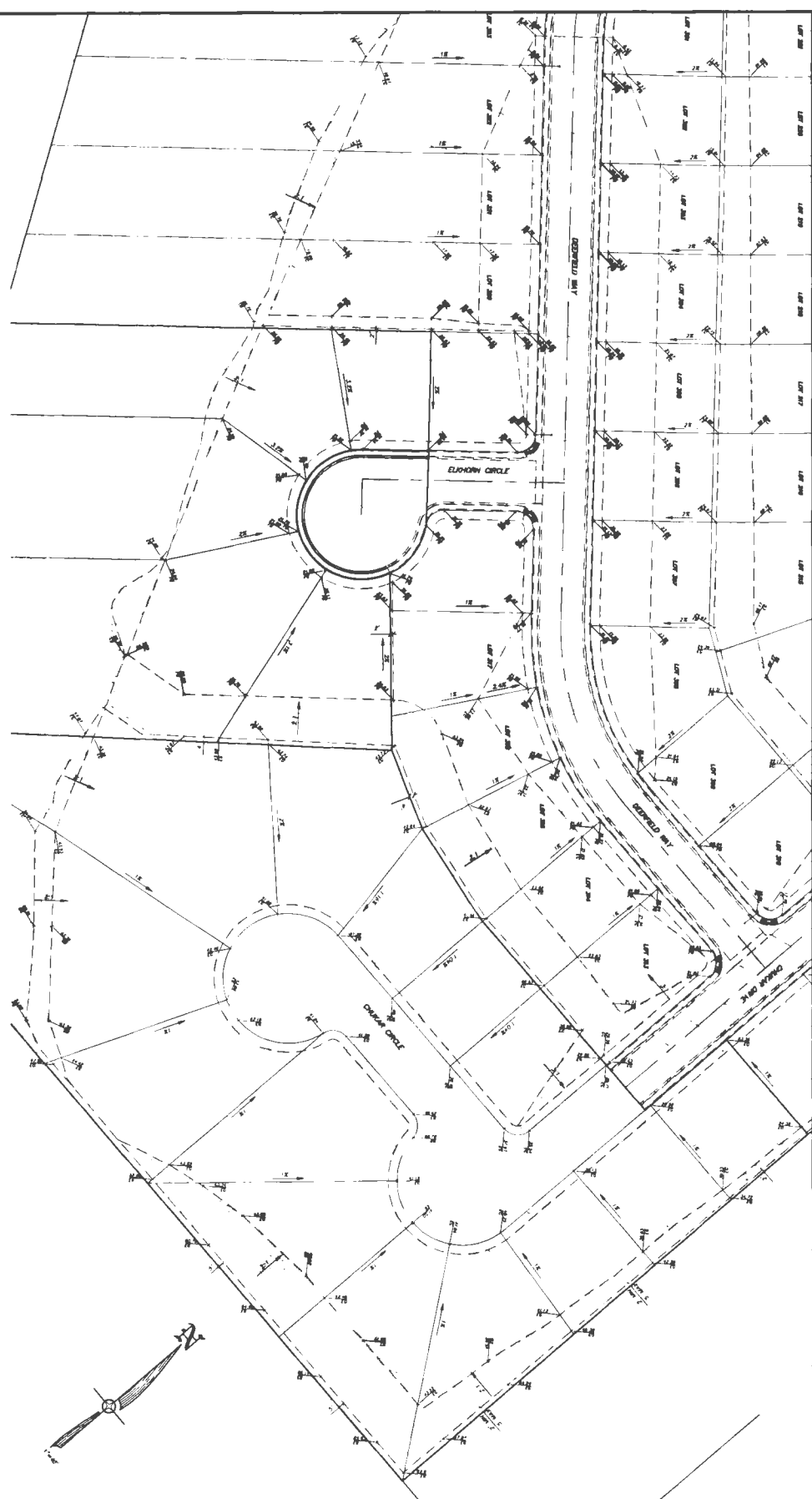
	EXTERNAL ANTENNA SENSOR SERVICE LATERAL
	EXTERNAL STORM SENSOR MAIN W/ SIZE & DIRECTION
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---SUN T---	EXISTING PIPEWELD UNDERLINE LINE
---S/C T---	EXISTING UNDERGROUND BELLEVUE LINE
②	EXISTING TELEPHONE MEDIUM
---S/C T---	EXISTING UNDERGROUND BELLEVUE LINE
---SUN T---	EXISTING PIPEWELD UNDERLINE LINE
---S/C T---	EXISTING UNDERGROUND BELLEVUE LINE
②	EXISTING TELEPHONE MEDIUM
---S/C T---	EXISTING UNDERGROUND BELLEVUE LINE
②	EXISTING GAS MAIN
---G---	EXISTING GAS MAIN OF SERVICE LINE
②	NEW GAS MAIN OF SERVICE LINE
②	EXISTING DRAINAGE
	PROPOSED PAVEMENT
	PROPOSED CONCRETE
○	CALCULATED POINT
●	BIT PROPERTY CORNER
●	FLUID PROPERTY CORNER
⊙	FLUID STREET MOUNT
TEST PIT #1	TEST PIT #1
	SPOT ELEVATION
	EXISTING GROUND CONTOUR
	PROPOSED GRADE CONTROL
	PROPOSED GRADE BREAK
	SPECIAL CONSTRUCTION @ IN/PER/SEAL/CRACKING

 <b>HIGH * DESERT ENGINEERING LLC</b>	<b>CONSULTING ENGINEERING &amp; SURVEYING</b>		<b>SCALE</b> HORIZ. _____ VERT. _____		<b>BUSA, LLC</b> <b>TOWER HILL SUBDIVISION - UNIT NUMBER 4</b> <b>TITLE SHEET</b>				DESIGNED BY _____ CHECKED BY _____ APPROVED BY _____ DATE: _____		DATE _____ BY _____
	940 ILIAD STREET ELIAD, NEVADA 89401 (775) 736-4053		JOB NO. <b>200612</b> JOB NAME <b>ELIAD</b>		ELIAD ELIAD COUNTY NEVADA				MAY 2006		

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# GRADING PLAN

- GRADING & DRAINAGE NOTES:**
1. EXISTING GRADE AND PROPOSED GRADE ARE SHOWN. PROPOSED GRADE IS SHOWN WITH DASHED LINES AND ARROWS. EXISTING GRADE IS SHOWN WITH SOLID LINES AND SPOT ELEVATIONS.
  2. PROPOSED GRADE SHALL BE DETERMINED FOR ALL PROPOSED ROAD CONSTRUCTION OF ALL TYPES.
  3. EXISTING GRADE SHALL BE DETERMINED FOR ALL EXISTING ROAD CONSTRUCTION OF ALL TYPES.
  4. EXISTING GRADE SHALL BE DETERMINED FOR ALL EXISTING ROAD CONSTRUCTION OF ALL TYPES.
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  9. EXISTING GRADE SHALL BE DETERMINED FOR ALL EXISTING ROAD CONSTRUCTION OF ALL TYPES.
  10. EXISTING GRADE SHALL BE DETERMINED FOR ALL EXISTING ROAD CONSTRUCTION OF ALL TYPES.

SCALE: 1"=40'



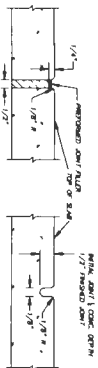
<p>CONSULTING ENGINEERING &amp; SURVEYING</p> <p><b>HIGH &amp; DESERT ENGINEERING, INC.</b></p> <p>840 IDAHO STREET ELKO, NEVADA 89001 (775) 738-4053</p>	<p>SCALE: 1"=40'</p> <p>WORK: _____</p> <p>VERT: _____</p> <p>JOB NO: 5882</p> <p>DWG NO: 220022</p>	<p>BDSA, LLC</p> <p>TOWER HILL SUBDIVISION - UNIT NUMBER 3</p> <p>GRADING PLAN</p> <p>ELKO ELKO COUNTY NEVADA</p>	<p>DESIGNED BY: TCR</p> <p>DRAWN BY: TCR</p> <p>CHECKED BY: TCR</p> <p>APPROVED BY: _____</p> <p>DATE: MAY 2020</p>	<table> <tr> <th>REV.</th><th>DATE</th><th>DESCRIPTION</th><th>BY</th><th>APP'D.</th></tr> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>	REV.	DATE	DESCRIPTION	BY	APP'D.																				
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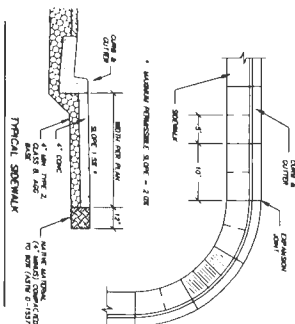


TYPE 2 (AOD) CURB & GUTTER



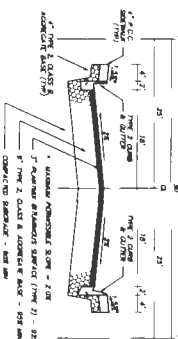
EXPANSION JOINT WEAKENED PLANE JOINT SIDEWALK CURB & GUTTER

PPC JOINTING DETAILS



CURB, GUTTER & SIDEWALK NOTES:

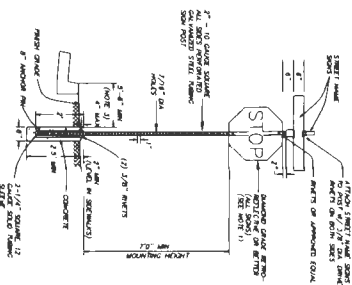
1. CURE TIME: 28 DAYS. ALL MATERIALS SHALL BE PLACED AND FINISHED WITHIN THE CURE TIME.
2. MATERIALS: ALL MATERIALS SHALL MEET THE REQUIREMENTS OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
3. PREPARATION: THE SUBGRADE SHALL BE PREPARED AND FINISHED TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
4. FINISH: THE FINISH SHALL BE TO THE REQUIREMENTS OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
5. CURB: THE CURB SHALL BE 1' HIGH AND 1' WIDE. IT SHALL BE FINISHED TO THE REQUIREMENTS OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
6. GUTTER: THE GUTTER SHALL BE 1' WIDE AND 1' HIGH. IT SHALL BE FINISHED TO THE REQUIREMENTS OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
7. SIDEWALK: THE SIDEWALK SHALL BE 1' WIDE AND 1' HIGH. IT SHALL BE FINISHED TO THE REQUIREMENTS OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
8. JOINTS: ALL JOINTS SHALL BE FINISHED TO THE REQUIREMENTS OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
9. CURB: THE CURB SHALL BE 1' HIGH AND 1' WIDE. IT SHALL BE FINISHED TO THE REQUIREMENTS OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
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11. SIDEWALK: THE SIDEWALK SHALL BE 1' WIDE AND 1' HIGH. IT SHALL BE FINISHED TO THE REQUIREMENTS OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
12. JOINTS: ALL JOINTS SHALL BE FINISHED TO THE REQUIREMENTS OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
13. CURB: THE CURB SHALL BE 1' HIGH AND 1' WIDE. IT SHALL BE FINISHED TO THE REQUIREMENTS OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
14. GUTTER: THE GUTTER SHALL BE 1' WIDE AND 1' HIGH. IT SHALL BE FINISHED TO THE REQUIREMENTS OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
15. SIDEWALK: THE SIDEWALK SHALL BE 1' WIDE AND 1' HIGH. IT SHALL BE FINISHED TO THE REQUIREMENTS OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
16. JOINTS: ALL JOINTS SHALL BE FINISHED TO THE REQUIREMENTS OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.



TYPICAL SECTION

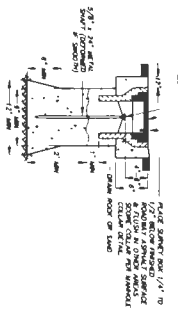
PAVEMENT NOTES:

1. USE THE 6-4-22 REQUIREMENT GRADE ABOVE CURB IN ALL PAVEMENT STRUCTURES.
2. USE THE 2\"/>

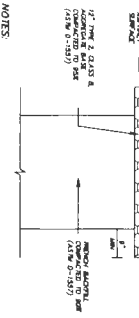


NOTES:

1. USE THE 6-4-22 REQUIREMENT GRADE ABOVE CURB IN ALL PAVEMENT STRUCTURES.
2. USE THE 2\"/>



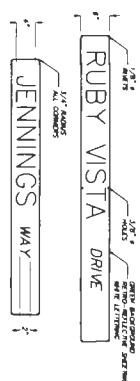
CLASS A MONUMENT



TYPICAL PATCH FOR FLEXIBLE PAVEMENT

NOTES:

1. USE THE 6-4-22 REQUIREMENT GRADE ABOVE CURB IN ALL PAVEMENT STRUCTURES.
2. USE THE 2\"/>



NOTES:

1. USE THE 6-4-22 REQUIREMENT GRADE ABOVE CURB IN ALL PAVEMENT STRUCTURES.
2. USE THE 2\"/>



SHEET 5 OF 7

CONSULTING ENGINEERING SURVEYING 640 IDAHO STREET ELKO NEVADA 89601 (775) 736-4053

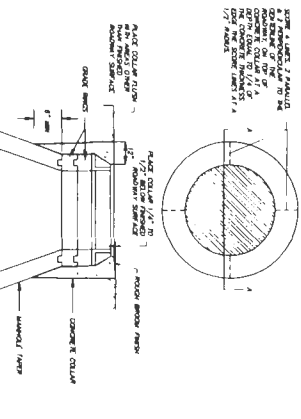
SCALE: HORIZ. 1\"/>

BDSA, LLC  
TOWER HILL SUBDIVISION - UNIT NUMBER 4  
SITE DETAILS  
ELKO ELKO COUNTY NEVADA

DESIGNED BY: TCR  
DRAWN BY: TCR  
CHECKED BY: TCR  
APPROVED BY: TCR  
DATE: MAY 2020

REV	DATE	DESCRIPTION	BY	APP'D



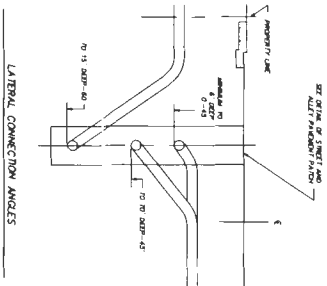


MANHOLE TYPE 1

at COMODI Mac OS (Ecuador)

1. ALL MANUFACTURERS SHALL MEET THE REQUIREMENTS OF THE STANDARD SPECIFICATION FOR

MANHOLE COLLAR DETAIL



SEWER LATERAL CONNECTION

### LATERAL CONNECTION ANGLES

[illegible]

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review and possible adoption of Resolution No. 28-20, a resolution providing for the adoption of an amended Interlocal Cooperative Agreement and authorizing the membership thereby to the Northeastern Nevada Regional Development Authority, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 10, 2020**
3. Agenda Category: **RESOLUTION**
4. Time Required: **5 Minutes**
5. Background Information: **Copies of Resolution No. 28-20 and the amended Inter-local Cooperative Agreement have been enclosed in the agenda packet for review. CC**
6. Budget Information:  

Appropriation Required:    **N/A**  
Budget amount available:    **N/A**  
Fund name:    **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution No. 28.20**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:



**RESOLUTION NO. 28-20**

**A RESOLUTION PROVIDING FOR THE ADOPTION OF AN AMMENDED INTER-LOCAL  
COOPERATIVE AGREEMENT AND AUTHORIZING MEMBERSHIP THEREBY TO THE  
NORTHEASTERN NEVADA REGIONAL DEVELOPMENT AUTHORITY.**

**CITY OF ELKO**

**WHEREAS,** The Northeastern Nevada Regional Development Authority exists for the purpose of promoting industrial development and positive social-economic growth in Elko, Eureka, Lander, and White Pine Counties and the Cities of Carlin, Elko, Ely, Wells and West Wendover.

**WHEREAS,** it is the desire of the City of Elko to maintain a cooperative working relationship for mutual economic and community development with Elko, Eureka, Humboldt, Lander, Pershing, and White Pine Counties, and the Cities of Carlin, Ely, Lovelock, Wells, West Wendover and Winnemucca, as well as the State of Nevada and the Federal government, and

**WHEREAS,** given the general condition of the economy or the rural areas of Nevada, there is an urgent need for economic development and the general improvement of rural communities, and

**NOW, THEREFORE, BE IT RESOLVED** that the City of Elko does hereby set forth the Councils' intention to adopt changes as represented in the amended 2020 Inter-Local Cooperative Agreement, including the addition of Humboldt and Pershing Counties, along with the Cities of Lovelock and Winnemucca as members of the Northeastern Nevada Regional Development Authority.

**AND, BE IT FURTHER RESOLVED,** that this resolution shall be considered a counterpart of the Inter-Local Cooperative Agreement and shall be deemed to be an original part thereof.

**PASSED AND ADOPTED THIS** \_\_\_\_\_ day of \_\_\_\_\_ 2020, by the

following vote: **AYES**\_\_\_\_ **NO'S** \_\_\_\_\_ **ABSENT** \_\_\_\_\_

\_\_\_\_\_  
Reece Keener, Mayor  
City of Elko

ATTEST:

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

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020

*Welcome to*



*A Great Place to do Business!*



**January 1, 2021**



# **INTER-LOCAL COOPERATIVE AGREEMENT**

# **INTER-LOCAL COOPERATIVE AGREEMENT**

NORTHEASTERN NEVADA REGIONAL DEVELOPMENT AUTHORITY

***THIS COOPERATIVE AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020  
by and between the following CITIES, municipal corporations of the State of Nevada, and COUNTIES,  
political subdivisions of the State of Nevada:***

***CITIES:           CITY OF CARLIN  
                  CITY OF ELKO  
                  CITY OF ELY  
                  CITY OF WELLS  
                  CITY OF WEST WENDOVER***

***COUNTIES:       COUNTY OF ELKO  
                  COUNTY OF EUREKA  
                  COUNTY OF LANDER  
                  COUNTY OF WHITE PINE***

***c/o Northeastern Nevada Regional Development Authority  
Attn: Executive Director  
1500 College Parkway  
McMullen Hall, Room 103  
Elko, Nevada 89801***



## RECITALS

- A. The CITIES and COUNTIES identified herein recognize there is a need for private and public entities and individuals to discuss and study at regular intervals regional economic development challenges and improvements of interest and concern to the residents of the aforementioned CITIES and COUNTIES and to make recommendations concerning economic development and improvement to the governing bodies of the CITIES and COUNTIES.
- B. The CITIES and COUNTIES identified herein desire to enter into an agreement with each other to establish a separate, regional in nature, legal and administrative entity, consisting of representatives of the governing bodies of the CITIES and COUNTIES (herein the "Members") to serve as a vehicle for closer coordination and collective action by the Members to implement cooperative and collective solutions and actions on areas of mutual economic development and improvement, and mutual problems and concerns, with the responsibility for conducting, promoting and providing joint and cooperative efforts for development of civic, industrial and agricultural activities and to generally improve social, economic and business conditions within the geographic areas of the Members (such responsibilities are collectively referred to herein as "economic development and improvement").
- C. Nevada Revised Statutes ("NRS") 277.080 to 277.180, inclusive, known as the Interlocal Cooperation Act (the "Act"), provides that any power, privilege, or authority exercised or capable of exercise by a public agency of the State of Nevada may be exercised jointly with any other public agency of the State.
- D. The Members are each public agencies of the State of Nevada as defined by the Act and each has the power pursuant to NRS 268.440 and NRS 244.380, respectively, to exercise the authority established by this Agreement pursuant to the provisions of the Act.

WITNESSETH: For and in consideration of the recitals, representations, warranties and covenants herein it is mutually agreed as follows:

1. AUTHORITY CREATION-MEMBERS. The Northeastern Nevada Regional Development Authority (the "Authority") is hereby created and established as a separate legal and administrative entity with such powers, privileges, duties, functions, and responsibilities as are hereinafter set forth.
  - a. Each Member identified herein, and any other City, County, or public entity meeting the definition of a "public agency" under NRS 277.100 hereafter joining the Authority, shall be a "Member" of the Authority. Any Nevada City or any Nevada County may join as a new Member to this Agreement upon executing an addendum to this Agreement acknowledging agreement to abide by the terms and conditions of this Agreement; and receiving consent from a majority of the current members.
2. AUTHORITY PURPOSES. The Authority is created for the following purposes:
  - a. To promote efforts to attract appropriate business interests and to support existing business interests which will contribute directly to economic growth of the areas served by the Members.
  - b. To promote the general and overall improvement of the Members, including industrial parks, downtown revitalization and construction of related public facilities, including water, sewer, streets, power, and broadband connectivity.
  - c. To leverage public and private funds for greater economic impact, including encouraging Members' participation in self-help development programs.
  - d. To conduct local and regional economic development planning, studies and projects.
  - e. To encourage citizen participation in the overall activities of the Authority for the benefit of both the residents and business enterprises located within the areas served by the Members.
  - f. To seek and solicit available grants and financial assistance and to provide information to the Members regarding grants and financial assistance which may

be available from the federal and state governments for economic and community development.

- g. To recommend appropriate federal and state legislation for the promotion of economic development and improvement in the areas served by the Members.
- h. To receive and disburse such federal tax revenues or grants and awards, or any other funding, which may be allocated or made available to area-wide development organizations or political subdivisions of the State of Nevada.

3. AUTHORITY AND GOVERNANCE. The governing body of the Authority shall be called the "Board of Directors."

- a. Appointment and Composition of the Board of Directors. The Board of Directors (Board) shall be composed of Directors of the Members and two (2) Directors from the Advisory Committee. Each Member may appoint one (1) Director to serve on the Board. In addition, the selected Directors of the Members shall appoint two Directors from the Advisory Committee to serve as Chair and Vice Chair of the Board.
- b. Chair and Vice Chair. The Board shall select by majority vote the Chair and Vice Chair from the Advisory Committee. The Chair and Vice Chair shall each serve for one (1) year. The Board shall select the Chair and Vice Chair at the first meeting of every fiscal year.
- c. Other Officers of the Board. The Board may appoint other officers as provided by the bylaws.
- d. Duration of Appointment. Each Member Director serves at the discretion of their respective appointing Member, and may be recalled and replaced at any time. Each Director appointed from the Advisory Committee shall serve for one year, but may be reappointed to subsequent terms. In the event of the death, resignation or removal of a Director, the Member which appointed such Director shall appoint a successor, unless the Director is appointed from the Advisory Committee, in which event the Board will appoint from the Advisory Committee a new Director.
- e. Authority. The Board is authorized and empowered to adopt, amend or repeal the Bylaws, subject to the ratification and approval by the Members and the limitations set forth in this Agreement and the Bylaws.

- f. Board Staff. The Board shall hire an Executive Director and other staff, as needed, who shall administer the day-to-day activities and business of the Authority under the direction of the Board and in accordance with the Bylaws. The appointed Executive Director or an authorized representative thereof, shall report the activities and business of the Authority, including current projects, current economic development efforts, current and long range objectives and goals, financial reports and grant solicitation and administration activities, to the Members not less frequently than quarterly at a regularly scheduled meeting of the Board.
- g. Financial Compilation. The Board shall provide to the Members not later than December 31st of every year, a financial compilation of the Authority budget for the preceding year prepared by a Certified Public Accountant or Firm.
- h. Meetings. The Board shall meet at least once every three months, and may meet more often as determined by the Board. All meetings of the Authority shall be conducted in accordance with the requirements of the Nevada Open Meeting Law, NRS Chapter 241.
- i. Compensation. The Board members shall serve without compensation.
- j. Restrictions on Liability. No Director or Officer shall have personal liability to the Authority or the Members for damages, except for:
  - i. Acts or omissions not conducted in good faith.
  - ii. Acts or omissions that breach the fiduciary duty of the Director or Officer.
  - iii. Acts or omissions involving intentional misconduct, fraud or a knowing violation of law.
  - iv. Acts or omissions from which the Director or Officer derived an improper personal benefit.
  - v. Payments or distributions in violation of the law.
- 4. ADVISORY COMMITTEE. The Advisory Committee shall be comprised of individuals representing private businesses that are conducting business within the regional geographic area represented by the Members of the Authority.
  - a. Application and Admittance. A private business may apply for admittance onto the Advisory Board according to the rules and stipulations outlined in the Authority Bylaws. Applications will be reviewed, processed, and approved by the Board Staff.



Should the Board Staff identify a cause for concern, the application will be reviewed by the Board of Directors who may reject an application for good cause.

- b. Representation. Private businesses accepted onto the Advisory Board will select one (1) primary representative and one (1) alternate who will represent the company on the Advisory Board.
  - c. Duties. The Duties of the Advisory Board shall be to provide information, suggestions, and feedback regarding economic, business, and public policy opportunities to the Board of Directors.
5. POWERS-PRIVILEGES. The Authority shall have the following powers, privileges and authority:
- a. To conduct studies, surveys and investigations in support of economic development and improvement.
  - b. To seek and receive donations, gifts, grants, contributions of money, services, materials or other property or property rights by from the United States or the State of Nevada or their agencies or political subdivisions and from any other source, and to expend such donations, gifts, or contributions to carry out the purpose and objectives of the Authority as set forth in this Agreement.
  - c. To acquire such supplies, equipment or other property as may be necessary to enable the Authority to perform its duties under this Agreement.
  - d. To cooperate with the United States and the State of Nevada and their agencies and political subdivisions and all private individuals, corporations and other public and private organizations in carrying out the intent, purposes and objectives of the Authority as set forth in this Agreement.
  - e. To appoint committees, study groups and citizen committees, and form other organizations or subdivisions pursuant to the laws of the State of Nevada for the purposes stated in this agreement.
  - f. To engage in economic development planning, investigations, studies, projects and training programs.
  - g. To arrange for the services of personnel from the federal, state or local government or any subdivision or agency thereof.
  - h. To enter into and perform such contracts, leases, cooperative agreements or other transactions with the concurrence of the Members as may be necessary in carrying

out Authority functions and on such terms as may be appropriate with any state, or any political subdivision, agency or instrumentality thereof, or with any person, firm, association or corporation.

- i. To initiate surveys and studies and provide data required for the preparation of specific plans and programs for the development of communities within Members.
  - j. To promote increased public and private investments or grants on behalf of Members.
  - k. To prepare legislation related to community and economic development and initiate recommendations with respect to both short-range and long-range programs and projects for federal, state, and local agencies.
  - l. To pay reasonable administrative costs for carrying out any of the eligible activities herein.
  - m. To provide technical and informational assistance to the Members and other entities in seeking funds from federal, state, or private sources for the purposes of economic development and improvement.
  - n. To enter into contracts or agreements, with the concurrence of a majority vote of the Members, for providing consulting services including, but not limited to, administrative, fiscal, architectural, engineering and design functions necessary to accomplish the purposes of this Agreement, and to authorize the Executive Director or other designated official or agent to sign such contracts or agreements.
  - o. To provide a forum for discussion and consideration of local area concerns and opportunities arising from development and to utilize as appropriate private citizens, special advisory councils, public conferences and project teams.
6. FINANCIAL CONTRIBUTIONS. The activities of the Authority shall be financed through Member financial contributions, contributions by other entities, grants, administration fees, private donations and gifts.
- a. Annual Dues. The Members individual financial participation in the Authority shall be determined by the most current population statistics estimates for that entity and the board approved "per person" fee.
    - i. Population Estimates. Population estimates are determined by the Nevada State Demographer and reported via the Nevada Department of Taxation's most recent "Certified Population of Nevada Counties, Cities and Towns" document.

- ii. Per Person Fee. The “per person” fee is approved by the Board. Changes to the fee are updated and documented in the Authority Bylaws.
  - iii. Formula. The formula to determine total cost for annual dues of the Members is as follows: Most Current Population x Per Person Fee = Total Annual Dues.
    - (1) Counties with NNRDA member communities located therein may deduct those community populations from their total population number to ensure there are no double charges.
  - iv. Exceptions. All Members agree that as the founding Member of the Authority, Elko County agrees to pay a set amount of \$40,000 annually and provide in-kind services in the form of administration of the Authority’s payroll, human resources, legal, IT support, and other administrative functions.
    - (1) Other exceptions may be approved by the Board and outlined in the Authority bylaws; provided, in no event shall the Authority require any Member, other than Elko County, to contribute more than the other Members without that Member’s consent.
- b. Annual Budget. The financial contributions of the Members shall then be administered by the Authority based upon an annual budget for the ensuing fiscal year from July 1 to June 30. The annual budget of the Authority for the ensuing fiscal year must be ratified and approved by the Board of Directors. In the event that any Member shall fail before the fifteenth (15) day of May prior to the ensuing fiscal year to ratify and approve the tentative budget or fail to commit to the payment of an agreed upon contribution to the Authority, this Agreement shall terminate as to that Member at the end of the then current fiscal year.
7. PERSONNEL STATUS. All Authority personnel shall be contractors or employees of the Authority and shall not be considered contractors or employees of the Members.
8. RECORDS. Records of the Authority shall be subject to the retention and disposal requirements applicable to local governmental entities as set forth in NRS 239.121 - .125 and NAC 239.011 et seq. Records shall be subject to inspection in the manner provided in NRS 239.010, et seq., subject to limits on the inspection of confidential records as set forth therein.
9. PROPRIETARY INFORMATION. Unless otherwise provided by law or this Agreement, any reports, histories, studies, tests, manuals, instructions, photographs, negatives,

blueprints, plans, maps, data, system designs, computer codes or any other documents, reports, drawings or summary's prepared or in the course of preparation by the Authority in performance of its obligations under this Agreement shall be the property of the Authority.

10. WINDING UP. Upon termination of this Agreement, the Board of Directors shall wind up all affairs, collect the outstanding debts, sell and convey property and divide and distribute the assets and property of the Authority pursuant to this Agreement.
11. PROPERTY DISTRIBUTION. Upon termination of this Agreement, all assets which the Authority owns, holds or possesses at the time of such termination shall be sold, unless they must be disposed of by applicable contracts (such as lease agreements), rules or regulations pertinent to such property. If property cannot be sold, the Board shall inquire if any Member may desire to purchase the property. If a Member purchases the property. If a Member purchases the property, the Member may choose to have the value of the property deducted from the Member final distribution, or may purchase the property not using funds from the final distribution. If no member desires to purchase the property and the property cannot be sold, the property shall be donated to a non-profit organization. Once the property is sold, the Board of Directors shall distribute the funds equally among all Members, except where Members elected to purchase the property and have the property deducted from their final distribution.
12. INDEPENDENT ENTITIES. The Members are associated with each other only for the purposes and to the extent set forth in this Agreement. The Public Members are and shall be public agencies separate and distinct from each other and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to their respective duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liabilities for one Member whatsoever with respect to the indebtedness, liabilities and obligations of another Member or any other party.
  - a. Liability Limitation. The Members agree to indemnify and hold harmless each other as provided in this Agreement to the extent provided by law from and against any liability arising out of the performance of this Agreement proximately caused by

any act or error or omission of the officers, employees and agents of the other party.

13. TERM. The term of this Agreement shall be for five (5) years.

- a. Termination. This Agreement may be terminated by a resolution adopted by a majority of the Members. Any Member may terminate that Member's participation in this Agreement by the adoption of a resolution to that effect by its governing body or other governing authority at any time.

GENERAL PROVISIONS. The general provisions attached hereto as Exhibit "A" are made a part of this Agreement and are incorporated herein by reference.

IN WITNESS WHERE OF: Each undersigned certifies that they have read, understand and accept the terms and conditions of this Agreement:



**CITIES:**

**CITY OF CARLIN**

**ATTEST:**

---

Mayor

---

City Clerk

**CITY OF ELKO**

**ATTEST:**

---

Mayor

---

City Clerk

**CITY OF ELY**

**ATTEST:**

---

Mayor

---

City Clerk

**CITY OF WELLS**

**ATTEST:**

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Mayor

---

City Clerk

**CITY OF WEST WENDOVER**

**ATTEST:**

---

Mayor

---

City Clerk

**COUNTIES:**

**COUNTY OF ELKO**

ATTEST:

---

Commission Chairman

---

County Clerk

**COUNTY OF EUREKA**

ATTEST:

---

Commission Chairman

---

County Clerk

**COUNTY OF LANDER**

ATTEST:

---

Commission Chairman

---

County Clerk

**COUNTY OF WHITE PINE**

ATTEST:

---

Commission Chairman

---

County Clerk

**APPROVAL BY ATTORNEY GENERAL**

The foregoing Cooperative Agreement-Northern Nevada Regional Development Authority, consisting of thirteen (14) pages including this page, and a two (2) page exhibit, is hereby approved as to form and law only.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020

Aaron Ford  
Attorney General of Nevada

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

Deputy Attorney General

**EXHIBIT "A" TO COOPERATIVE AGREEMENT NORHTEASTERN NEVADA REGIONAL  
DEVELOPMENT AUTHORITY GENERAL PROVISIONS**

- A. AMENDMENT.** This Agreement may be modified or amended only in writing by an instrument executed with the same formality as this Agreement.
- B. APPLICABLE LAW.** This Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Nevada in effect from time to time.
- C. ASSIGNMENT.** This Agreement and/or the rights, obligations or duties of a Member under this Agreement shall not be transferred or assigned by any Member without the prior written consent and agreement of every other Member. Any unauthorized transfer of this Agreement shall be void.
- D. BINDING EFFECT.** This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto, and all new Members joining the Authority.
- E. CAPTIONS.** The captions or titles used in this Agreement shall have no effect on its interpretation and are for convenience and reference only and in no way define limits or describe the scope of this Agreement or the scope or content of any Agreement provision.
- F. COMPLIANCE.** In the performance of activities pursuant to this Agreement, there shall be compliance by the Authority and by the individual Members with all applicable laws, regulations and rules.
- G. CONSTRUCTION.** Whenever the construction of this Agreement requires, singular terms shall be deemed plural, and plural the singular; and, masculine shall be deemed to be feminine or neuter, and feminine the masculine or neuter. The language of all parts of this Agreement shall in all circumstances be construed as a whole, according to its fair meaning, and not strictly for or against any party. The doctrine or rule of construction against the drafting party shall not apply, nor shall any such presumption apply, to the interpretation and/or enforcement of this Agreement or any documents attached to this Agreement.
- H. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- I. DENINITIONS / TERMS.** The capitalized terms used in this Agreement with reference to any federal or state law or regulation shall have the meaning ascribed to such term in the law or regulation. The term "Member" as used in this Agreement shall include, when the context requires inclusion, the respective City or County and their elected officials, appointed officials, officers, directors, administrators, managers, employees, agents and successors and assigns, individually and collectively, and in their official capacity.

- J. EXHIBITS.** All exhibits attached and referred to in this Agreement are fully incorporated herein by reference.
- K. FEES AND COSTS.** In the event any party institutes a suit against any other party, either directly by complaint or by way of cross complaint, including a cross complaint for indemnity, for alleged negligence, error, omission or other failure to perform, or for declaratory relief, or to enforce or interpret the provisions of this Agreement, and if the instituting party fails to obtain a judgment in its favor, the lawsuit is dismissed, or if judgment is rendered for the other party, the instituting party agrees to pay the other party all costs including the other party's fees incurred for notices of default, negotiation, settlement, trial, appeal after trial, reasonable attorney's fees, expert witness fees, court costs and any and all other expenses of defense. Such payment shall be made immediately following dismissal of the case or upon entry of judgment. If the instituting party is the prevailing party, then the prevailing party shall be entitled to reasonable attorney's fees, which fees shall be set by the court in the action in addition to any other costs assessed by the Court.
- L. ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties and there are no terms, promises, conditions, inducements, representations or warranties, express or implied, other than as herein set forth. This Agreement and the other instruments attached hereto or herein referred to supersede any prior discussions, contracts or agreements of the parties pertaining to the subject of this Agreement.
- M. NOTICES.** Any notice, request or demand or other communication pursuant to this Agreement shall be in writing and shall be considered given (i) upon personal service to the party to be served, or (ii) upon acknowledgment or proof of receipt of a facsimile or other electronic transmission or communication, or (iii) upon the sooner of first attempted delivery or receipt for Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries, or (iv) forty-eight (48) hours after deposit in the United States mail, certified and postage prepaid, return receipt requested, in a regularly maintained receptacle for the deposit of United States mail to the party to be served at their address given herein, or at such other address or attention as from time to time may be specified by either party by notice to the other party in the manner herein provided.
- N. PROPER AUTHORITY.** The parties represent and warrant that the individual or officer executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services contemplated by this Agreement.
- O. RECITALS.** The recital and introductory paragraphs of this Agreement are considered an integral part of this Agreement and form a basis for entering into this Agreement and shall be considered prima facie evidence of the facts, events, documents and information referred to therein.
- P. REVIEW OF AGREEMENT.** The parties have read this Agreement, the terms and provisions of this Agreement have been explained to them and they are fully aware of the contents and binding legal effect of this Agreement, each party has had the opportunity to seek independent legal advice concerning the terms and conditions of this Agreement prior to execution, and they are entering into this Agreement freely and voluntarily.



- Q. SEVERABILITY.** The enforceability, voidability, invalidity, or illegality of any provisions of this Agreement shall not render any other provisions unenforceable, void, invalid or illegal.
- R. TIME.** Time is of the essence of this Agreement and each of its provisions.
- S. WAIVERS.** All waivers under this Agreement must be in writing and signed by the party against whom the waiver is sought to be enforced. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible action to adopt Resolution No. 26-20, a resolution of the Elko City Council, adopting a change in zoning district boundaries from PQP (Public, Quasi-Public) to LI (Light Industrial) Zoning District, approximately 2,800 square feet of property, filed by City of Elko, and processed as Rezone No. 4-20, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **November 10, 2020**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **The Planning Commission considered the Subject Zone Change Request on September 1, 2020, and took action to forward a recommendation to City Council to adopt a resolution, which approves Rezone No. 4-20. CL**
6. Budget Information:  
    Appropriation Required:   **N/A**  
    Budget amount available:   **N/A**  
    Fund name:   **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Resolution, P.C. action report, Staff Report and related correspondence**
9. Recommended Motion: **Adopt Resolution No. 26-20**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Planning Commission, Legal Counsel**
12. Council Action:
13. Agenda Distribution:

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

**CITY OF ELKO  
RESOLUTION NO. 26-20**

**A RESOLUTION OF THE ELKO CITY COUNCIL  
ADOPTING A CHANGE IN ZONING DISTRICT BOUNDARIES**

WHEREAS, the Elko City Council has conducted a public hearing in accordance with Nevada Revised Statutes, Section 278.260 and the Elko City Code, Section 3-2-21(C), and

WHEREAS, the Elko City Council has received and reviewed the application submitted by the City of Elko (petitioner), together with any public input, supporting data and evidence, and the previous action taken by the Planning Commission pertaining to Rezone Application No. 4-20.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE ELKO CITY COUNCIL that Rezone Application No. 4-20, involving a change in zoning from PQP (Public-Quasi, Public) to LI (Light Industrial) Zoning District involving approximately 2,800 square feet of property located generally at the terminus of Front Street south of 5<sup>th</sup> Street, more particularly described in Exhibit A and shown on the map at Exhibit B attached hereto is hereby adopted.

IT IS FURTHER RESOLVED AND ORDERED that this Resolution shall be signed by the Mayor and attested to by the City Clerk.

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

CITY OF ELKO

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

ATTEST:

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

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

**LEGAL DESCRIPTION TO ACCOMPANY A ZONE CHANGE  
FROM PQP TO LI**

An area of land within the southeast quarter of Section 15, Township 34 North, Range 55 East, which is a portion of the parcel owned by the City of Elko, known as APN: 001-01R-001, and includes the HARP trail along the Humboldt River. Said area of land is more particularly described as follows:

Beginning at the northerly most corner of Parcel C, as shown on sheet 5 of the Record of Survey for the City of Elko Railroad Relocation Project, recorded as file no. 237417 of Elko County records, which bears North 25°08'55" East, a distance of 490.99 feet from the centerline monument at the intersection of Front Street and 3<sup>rd</sup> Street;

Thence, along the northeasterly boundary of said Parcel C, South 48°02'26" East, a distance of 70.00 feet;

Thence, North 41°57'34" East, a distance of 40.00 feet;

Thence, North 48°02'26" West, a distance of 70.00 feet;

Thence, South 41°57'34" West, a distance of 40.00 feet, more or less, to the point of beginning.

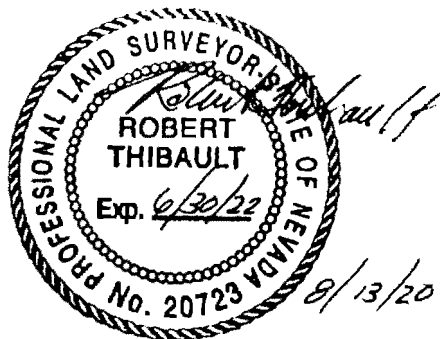
This area of land contains a total of  $\pm 2,800$  square feet.

The Basis of bearings for this description is the Record of Survey for the City of Elko Railroad Relocation Project, recorded as file no. 237417 of Elko County records, on October 6, 1987.

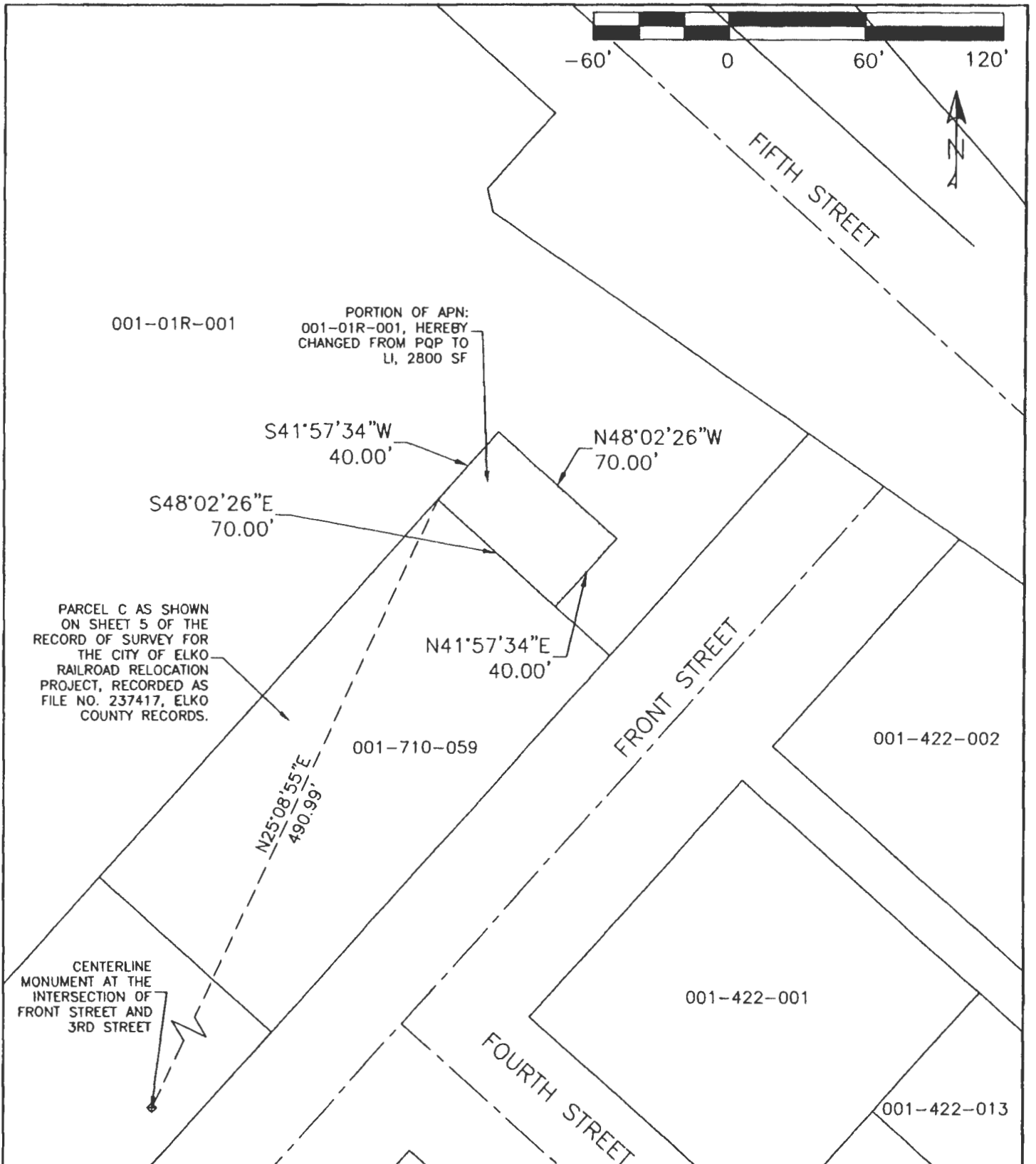
Description prepared by:

Robert Thibault, PE, PLS

Civil Engineer for the City of Elko







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

# DISPLAY MAP TO ACCOMPANY A ZONE CHANGE APPLICATION



# CITY OF ELKO

## Planning Department

Website: [www.elkocity.com](http://www.elkocity.com)  
Email: [planning@elkocitynv.gov](mailto:planning@elkocitynv.gov)

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

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### CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of September 1, 2020

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on September 1, 2020 under Public Hearing format in accordance with notification requirements contained in N.R.S. 278.260 and Elko City Code Section 3-2-21:

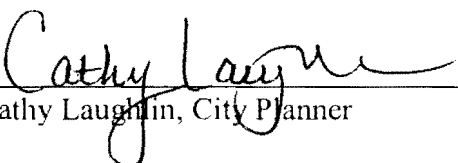
Rezone No. 4-20, filed by the City of Elko, for a change in zoning from PQP (Public, Quasi-Public) to LI (Light Industrial) Zoning District, approximately 2,800 square feet of property, to bring the zoning district into conformance with the proposed use of the property, and matters related thereto.

The subject property is located generally at the terminus of Front Street south of 5th Street. (Portion of APN 001-01R-001)

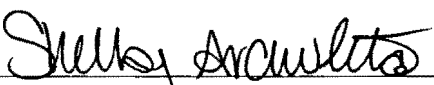
NOW THEREFORE, upon review and consideration of the application, supporting data, public input and testimony, the Planning Commission forwarded a recommendation to City Council to adopt a resolution which approves Rezone No. 4-20 with the condition listed in the City of Elko Staff Report dated August 18, 2020, listed as follows:

**1. Parcel map to create the 2,800 sq. ft. parcel and easements as needed.**

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

  
Cathy Laughlin, City Planner

Attest:

  
Shelby Archuleta, Planning Technician

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

**STAFF COMMENT FLOW SHEET**  
**PLANNING COMMISSION AGENDA DATE: 9/1**

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

Title: Rezone No. 4-20  
Applicant(s): City of Elko  
Site Location: Portion of APN 001-01R-001 - Terminus of Front St. Adj. to S. 5th St.  
Current Zoning: PQP Date Received: 8/13/20 Date Public Notice: 8/18/20  
COMMENT: This is to rezone a portion of APN 001-01R-001 from Public, Quasi-Public to Light Industrial

\*\*If additional space is needed please provide a separate memorandum\*\*

Assistant City Manager: Date: 8/21/20  
Recommend approval as presented by  
Staff

SAW

Initial

City Manager: Date: 8/21/20  
No comments/concerns.

CV

Initial



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

## **CITY OF ELKO STAFF REPORT**

<b>MEMO DATE:</b>	<b>August 18, 2020</b>
<b>PLANNING COMMISSION DATE:</b>	<b>September 1, 2020</b>
<b>APPLICATION NUMBER:</b>	<b>REZONE 4-20</b>
<b>APPLICANT:</b>	<b>City of Elko</b>
<b>PROJECT DESCRIPTION:</b>	

**A rezone from (PQP) Public, Quasi-Public to (LI) Light Industrial. Initiated by the City Council.**



### **STAFF RECOMMENDATION:**

**RECOMMEND APPROVAL** subject to findings of fact, and conditions as stated in this report.



## **PROJECT INFORMATION**

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

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

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

**MASTER PLAN DESIGNATION:** Public

**EXISTING LAND USE:** Undeveloped

### **NEIGHBORHOOD CHARACTERISTICS:**

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

### **PROPERTY CHARACTERISTICS:**

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

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

Applicable Master Plans and City Code Sections are:

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

### **BACKGROUND:**

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

on the information shown on the parcel map.

**MASTER PLAN:**

**Land use:**

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

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

**Transportation:**

1. The area will be accessed Front Street.

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

**ELKO REDEVELOPMENT PLAN:**

The property is not located within the Redevelopment Area.

**ELKO WELLHEAD PROTECTION PLAN:**

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

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

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

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

below the minimum requirements set forth in this title. The property meets the area requirements for the proposed zone district.

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

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

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

**SECTION 3-2-21:**

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

**SECTION 3-8:**

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

**FINDINGS:**

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

**STAFF RECOMMENDATION:**

1. Parcel map to create the 2,800 sq. ft. parcel and easements as needed.

# Rezone 4-20 City of ELKO - CC

YPNO	assess_nam	address1	address2	mcity	mzip
001402001	3L LLC	517 IDAHO ST		ELKO, NV	89801-3750
001423001	AGUIRRE NOEL P	2111 HONDO LANE		ELKO, NV	89801-
001690002	ARMSTRONG JANICE F	687 6TH ST STE 1		ELKO, NV	89801-3580
001680003	ARMSTRONG JANICE F	687 6TH ST STE 1		ELKO, NV	89801-3580
001432013	AZCUE PROCORO		973 LYONE AVE	ELKO, NV	89801-
001630004	BACKHERMS STEPHEN TROY ET AL	954 ALPINE DR		SPRING CREEK, NV	89815-
001422012	BARKER DWANA M & KELLY S ET AL	447 MARTIN AVE #13		SPRING CREEK, NV	89815-
001710027	BENNETT PROPERTIES SERIES LLC	2049 RUBY VIEW DR		ELKO, NV	89801-
001424002	BONER JASPER C & MARY M TR	PO BOX 425		WELLS, NV	89835-
001423015	BONETTI WILLIAM J TR	438 ELBURZ RD UNIT 12		ELKO, NV	89801-9400
001380004	BYINGTON DANNY KAY TR	PO BOX 388		ELKO, NV	89803-0380
001710016	CAL-PACIFIC UTILITIES	C/O FRONTIER COMMUNICATIONS	111 W FRONT ST	ELKO, NV	89801-4160
001398001	CITY LAUNDRY & VOGUE CLEANERS L	175 5TH ST		ELKO, NV	89801-3700
001710029	CP NATIONAL TELEPHONECORP	C/O FRONTIER COMMUNICATIONS	111 W FRONT ST	ELKO, NV	89801-4160
001398011	DARLING WENDY	425 FIR ST		ELKO, NV	89801-
001424014	DTK PROPERTIES LLC	C/O PRECISION MANAGEMENT	3124 S QUINN AVE	GILBERT, AZ	85295-1200
001431005	EAVES DANNIE L & PORTIA R	1559 BOYNTON AVE		OROVILLE, CA	95966-5000
001677001	ELKO CITY OF	1755 COLLEGE AVE		ELKO, NV	89801-
001710060	ELKO CITY OF	1755 COLLEGE AVE		ELKO, NV	89801-
001710061	ELKO CITY OF	1755 COLLEGE AVE		ELKO, NV	89801-
001710023	ELKO CITY OF	1755 COLLEGE AVE		ELKO, NV	89801-
001690001	ELKO CITY OF	1755 COLLEGE AVE		ELKO, NV	89801-
001411004	ELKO CITY OF	1755 COLLEGE AVE		ELKO, NV	89801-
001710044	ELKO CITY OF	1755 COLLEGE AVE		ELKO, NV	89801-
001380006	ELKO CITY OF	1755 COLLEGE AVE		ELKO, NV	89801-
001630021	ELKO CITY OF	1755 COLLEGE AVE		ELKO, NV	89801-
001412003	ELKO CITY OF	1755 COLLEGE AVE		ELKO, NV	89801-
001412001	ELKO CITY OF	1755 COLLEGE AVE		ELKO, NV	89801-
001411006	ELKO CITY OF	1755 COLLEGE AVE		ELKO, NV	89801-
001710024	ELKO CITY OF	1755 COLLEGE AVE		ELKO, NV	89801-
00101R001	ELKO CITY OF	1755 COLLEGE AVE		ELKO, NV	89801-3400
001398003	ELKO CO TREASURERS TRUST		571 IDAHO ST RM 101	ELKO, NV	89801-
001694003	ELKO COUNTY OF	571 IDAHO ST		ELKO, NV	89801-3710

} 1pc

1 pc zone

NO pc

001690022	ELKO COUNTY OF	C/O COUNTY JAIL	540 COURT ST	ELKO, NV	89801-3510
001422002	ELLISON PROPERTIES 404 SO 5TH S	PO BOX 683		ELKO, NV	89803-0680
001422013	ELLISON PROPERTIES 4351/2 SO 4	PO BOX 683		ELKO, NV	89803-0680
001422003	ELLISON PROPERTIES LLC	PO BOX 683		ELKO, NV	89803-0680
001423004	ESTRADA BENEDITO & MARIA	161 KITTRIDGE CYN UNIT 2		ELKO, NV	89801-4630
001424001	FAGOAGA ERNEST REVOCABLE TRUST	741 RAHAS RD		ELKO, NV	89801-3030
001424016	FAGOAGA ERNEST TR	741 RAHAS RD		ELKO, NV	89801-3030
001431024	FIRST ASSEMBLY OF GOD PASTOR	PO BOX 1326		ELKO, NV	89803-1320
001431025	FIRST ASSEMBLY OF GOD INC	PO BOX 1326		ELKO, NV	89803-1320
001423019	FLORES JONATAN ALEJANDRO	562 FRONT ST		ELKO, NV	89801-4220
001423020	FLORES MOISES	474 S 7TH ST		ELKO, NV	89801-4210
001431011	FLYNN JAMES	448 S 9TH ST		ELKO, NV	89801-4260
001433002	FOLKMIRE LEE	924 LYON AVE		ELKO, NV	89801-4230
001710071	FRANZOIA ANACABE FAMILY LIMITED	2000 RUBY VIEW DR		ELKO, NV	89801-
001710070	FRANZOIA ANACABE FAMILY LIMITED	2000 RUBY VIEW DR		ELKO, NV	89801-
001710056	GASSIOT LLC	3710 CLOVER WAY		RENO, NV	89509-8210
001694008	GEO THERMAL INDUSTRIAL PARK OF E	421 COURT ST		ELKO, NV	89801-3520
001676011	GEO THERMAL INDUSTRIAL PARK OF E	421 COURT ST		ELKO, NV	89801-3520
001694009	GEO THERMAL INDUSTRIAL PARK OF E	421 COURT ST		ELKO, NV	89801-3520
001710059	GLOBAL MINING PRODUCTS INC	ATTN: HELEN YI UNIT 100	20329 LOGAN AVE	LANGLEY, BC	V3A 4L8 CAN
001393006	GOMEZ-AGUILA BARTOLA	701 LAST CHANCE RD UNIT 16		ELKO, NV	89801-
001397006	GONZALES ELVERA S	308 DOUGLAS ST		ELKO, NV	89801-3640
001431004	GONZALEZ BENJAMIN & ANTONIA J	PO BOX 2285		ELKO, NV	89803-2280
001710057	GREGORY JAMES L & MARY A TR	PO BOX 2688		ELKO, NV	89803-2680
001390005	HARKER & HARKER LLC	1401 W 4TH ST		RENO, NV	89503-5000
001710012	HARP STEVEN P & CHERYLL L	109 W DOUGLAS ST		ELKO, NV	89801-3670
001432007	HEARON MCNAIR R	955 LYON AVE		ELKO, NV	89801-4230
001431009	HERNANDEZ KAREN	1730 CELTIC WAY		ELKO, NV	89801-4710
001431008	HERNANDEZ KAREN A	1730 CELTIC WAY		ELKO, NV	89801-4710
001401002	HOUGHT PERRY E & JANET A TR	667 ROCKIN CHAIR RD UNIT 16		SPRING CREEK, NV	89815-8730
001710046	HUERTA JOSE	431 S A ST		ELKO, NV	89801-7620
001710065	IRURUETA MIGUEL & GRACIELA	C/O ADAM JOHNSTON	195 W FRONT ST	ELKO, NV	89801-4160
001710064	IRURUETA MIGUEL & GRACIELA	C/O ADAM JOHNSTON	195 W FRONT ST	ELKO, NV	89801-4160
001431019	JJJ ELLISON 7TH STREET PROPERTY	438 ELBURZ UNIT 10		ELKO, NV	89801-9400



001431007	KIMBER JOANN V	207 MOUNTAIN CITY HWY UNIT 3	ELKO, NV	89801-9510
001432004	KONCHER VERN L & DONNA	915 LYON AVE	ELKO, NV	89801-4230
001432003	KONCHER VERN L & DONNA J	915 LYON AVE	ELKO, NV	89801-4230
001710062	LESPADE RICHARD L TR	461 LAMOILLE CANYON RD UNIT 13	SPRING CREEK, NV	89815-9720
001402002	LIPPARELLI BARRY W TR	517 IDAHO ST	ELKO, NV	89801-3750
001710040	MARIN SALVADOR & OLGA	430 S A ST	ELKO, NV	89801-7620
001394005	MARTIN SCOTT F & SHARON M	262 S 3RD ST	ELKO, NV	89801-3620
001398004	MARTINEZ JOSE	2655 SHADOW RIDGE DR	ELKO, NV	89801-7920
001433003	MENDOZA JOSE JUAREZ TR	1355 PARKVIEW DR	ELKO, NV	89801-2530
001423003	MEYER EDWARD A JR & PATRICIA	440 S 6TH ST	ELKO, NV	89801-4200
001710058	MEYER RONALD W & JOAN D TR	1806 SEWELL DR	ELKO, NV	89801-2860
001390003	MILLER & GLENN	C/O MICHAEL GLENN	12550 OAK GLEN DR RENO, NV	89511-
001390002	MILLER & GLENN	C/O MICHAEL GLENN	12550 OAK GLEN DR RENO, NV	89511-
001390004	MILLER & GLENN	C/O MICHAEL GLENN	12550 OAK GLEN DR RENO, NV	89511-
001424003	MINSON CRYSTIE TR	424 S 7TH ST	ELKO, NV	89801-4210
001397005	MONTES DE OCA ALFRED	PO BOX 878	CARLIN, NV	89822-0870
001394007	MONTES DE OCA ALFRED	PO BOX 878	CARLIN, NV	89822-0870
001411003	MONTES DE OCA ALFRED	PO BOX 3261	WINNEMUCCA, NV	89446-3260
001411005	MONTES DE OCA ALFRED	PO BOX 3261	WINNEMUCCA, NV	89446-3260
001394008	MONTES DE OCA ALFRED	PO BOX 3261	WINNEMUCCA, NV	89446-3260
001422001	MORRISON CALVIN R & JEAN M	405 FRONT ST SPC 1	ELKO, NV	89801-7620
001394009	NUNEZ CARLOS & ESTELA	3330 BEVERLY CIR	ELKO, NV	89801-4780
001710039	PJ RENTALS 2 LLC	C/O PATRICK & JOANN LICKLY	526 POPLAR DR ELKO, NV	89801-2440
001383001	QUINTERO, LLC	ALFREDO URIBE	270 S SECOND ST ELKO, NV	89801-
001433001	RIOS-MARTINEZ JESUS ANTONIO ET	328 MAPLE ST	ELKO, NV	89801-3140
001431010	ROBB LARRY J & LORI J	399 SPRING CREEK VW	SPRING CREEK, NV	89815-6000
001431012	ROMERO-SANDOVAL ESTEBAN		5615 GUNPOWDER DR ELKO, NV	89801-
001397009	SALAZAR ENRIQUEZ DE LUNA IRMA	CALDERON #10	JUCHIPILA ZACATECAS MEXICO,	99960-
001397008	SANDOVAL JOSE A & CARMEN	339 WATER ST	ELKO, NV	89801-3660
001397007	SANDOVAL JOSE A & CARMEN	261 S 3RD ST	ELKO, NV	89801-3620
001421006	SCHNEIDER CHARLOTTE E	648 BULLION RD	ELKO, NV	89801-4120
001710067	SCHNEIDER JOHN E & KAY L	435 S 3RD ST	ELKO, NV	89801-4170
001431006	SCHULZ LENORA	852 FRONT ST	ELKO, NV	89801-4230
001433006	SEAL REBEL ANN	459 S 9TH ST	ELKO, NV	89801-4260

001710043	SHARP STEVEN P & C L	} 1pc	DBA: SHARP CONCRETE CO	109 W DOUGLAS ST	ELKO, NV	89801-3670
001710031	SHARP STEVEN P & CHERYLL L		109 W DOUGLAS ST		ELKO, NV	89801-3670
001710018	SHARP STEVEN P & CHERYLL L		109 W DOUGLAS ST		ELKO, NV	89801-3670
001401003	SLLL PROPERTIES LLC		525 WATER ST		ELKO, NV	89801-3740
001394006	TELLERIA JOSE A		220 RIVER ST		ELKO, NV	89801-3640
001710011	TG SHEPPARD 1995 FAMILY LIMITED		PO BOX 69		WINNEMUCCA, NV	89446-0060
001431003	THOMPSON DAN	} 1pc		211 PALMERS CT	ELKO, NV	89801-
001431002	THOMPSON DAN			211 PALMERS CT	ELKO, NV	89801-
001630018	TOP LLC		PO BOX 10066		EUGENE, OR	97440-2060
001422014	TORRES ROGER J SR		720 RIVER RNCH UNIT 5		ELKO, NV	89801-9300
001397003	URIBE ALFREDO	} 1pc	270 S 2ND ST		ELKO, NV	89801-3610
001397002	URIBE ALFREDO Q		270 S 2ND ST		ELKO, NV	89801-3610
001432006	URIBE ALFREDO & JOSE & IRAMA		270 S 2ND ST		ELKO, NV	89801-3610
001432005	URIBE ALFREDO & JOSE & IRMA		270 S 2ND ST		ELKO, NV	89801-3610
001393005	URIBE FREDDIE		270 S 2ND ST		ELKO, NV	89801-4090
001710068	URIBE SALVADOR			849 DRY CREEK TRAIL	ELKO, NV	89801-
001397010	URIBE-QUINTERO SALVADOR TR ETA		570 JUNEAU ST		ELKO, NV	89801-4130
001414005	VASQUEZ BEVERLY J TR		553 S 4TH ST		ELKO, NV	89801-4100
001421007	VILLALOBOS JOSEPH		725 LINCOLN AVE		ELKO, NV	89801-4230
001424012	VILLEGAS MICHAEL A		430 S 7TH ST		ELKO, NV	89801-4210
001423018	WILLIAMS DANIEL J & SHEILA M		554 FRONT ST		ELKO, NV	89801-4220
001398012	WILSON EDDIE WAYNE	} 1pc	336 RUSTIC DR		SPRING CREEK, NV	89815-6200
001398013	WILSON EDDIE WAYNE		336 RUSTIC DR		SPRING CREEK, NV	89815-6200
001710049	WRIGHT HOWARD R TR		PO BOX 908		CARLIN, NV	89822-0900
001398002	YEPEZ ARNULFO & LUCINA		448 DOUGLAS ST		ELKO, NV	89801-3730

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Post Marked 10/29/20

## **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Elko City Council will conduct a series of public hearings on Tuesday, November 10, 2020 beginning at 5:30 P.M. P.S.T. in the Turquoise Room at the Elko Convention Center, 700 Moren Way, Elko, Nevada, and that the public is invited to provide input and testimony on these matters under consideration in person, by writing, or by representative.

The specific item to be considered under public hearing format is:

- Rezone No. 4-20, having a hearing as Resolution No. 26-20, filed by the City of Elko, for a change in zoning from PQP (Public, Quasi-Public) to LI (Light Industrial) Zoning District, approximately 2,800 square feet of property, specifically a portion of APN 001-01R-001, located generally at the terminus of Front Street south of 5<sup>th</sup> Street, more particularly described as:

An area of land within the southeast quarter of Section 15, Township 34 North, Range 55 East, which is a portion of the parcel owned by the City of Elko, known as APN: 001-01R-001, and includes the HARP Trail along the Humboldt River.

Said area of land is more particularly described as follows:

Beginning at the northerly most corner of Parcel C, as shown on sheet 5 of the Record of Survey for the City of Elko Railroad Relocation Project, recorded as file no. 237417 of Elko County records, which bears North 25°08'55" East, a distance of 490.99 feet from the centerline monument at the intersection of Front Street and 3rd Street;

Thence, along the northeasterly boundary of said Parcel C, South 48°02'26" East, a distance of 70.00 feet;

Thence, North 41°57'34" East, a distance of 40.00 feet;

Thence, North 48°02'26" West, a distance of 70.00 feet;

Thence, South 41°57'34" West, a distance of 40.00 feet, more or less, to the point of beginning.

This area of land contains a total of ±2,800 square feet.

The Basis of bearings for this description is the Record of Survey for the City of Elko Railroad Relocation Project, recorded as file no. 237417 of the Elko County records, on October 6, 1987.

The intent of the zone change is bring the zoning district into conformance with the proposed use of the property.

Additional information concerning this item may be obtained by contacting the Elko City Planning Department at (775) 777-7160.

**ELKO CITY COUNCIL**



## CITY OF ELKO PLANNING DEPARTMENT

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

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

### APPLICATION FOR ZONE CHANGE

APPLICANT(s): City of Elko  
MAILING ADDRESS: 1751 College Ave, Elko, NV 89801  
PHONE NO (Home) \_\_\_\_\_ (Business) 775-777-7160  
NAME OF PROPERTY OWNER (If different): \_\_\_\_\_  
(Property owner's consent in writing must be provided.)  
MAILING ADDRESS: \_\_\_\_\_  
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):  
ASSESSOR'S PARCEL NO.: Portion of 001-01R-001 Address Front Street  
Lot(s), Block(s), & Subdivision \_\_\_\_\_  
Or Parcel(s) & File No. \_\_\_\_\_

#### FILING REQUIREMENTS:

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

**Fee:** A \$500.00 non-refundable filing fee.

**Area Map:** A map of the area proposed for this zone change must be provided.

**Plot Plan:** A plot plan provided by a properly licensed surveyor depicting the existing condition drawn to scale showing property lines, existing and proposed buildings, building setbacks, distances between buildings, parking and loading areas, driveways and other pertinent information must be provided.

**Legal Description:** A complete legal description of the boundary of the proposed zone change must be provided as well as a map depicting the area to be changed stating the wording: area to be changed from "x" to "x"; (LI to R, for example).

**Note:** One .pdf of the entire application must be submitted as well as one set of legible, reproducible plans 8 ½" x 11" in size. If the applicant feels the Commission needs to see 24" x 36" plans, 10 sets of pre-folded plans must be submitted.

**Other Information:** The applicant is encouraged to submit other information and documentation to support this Rezone Application.

RECEIVED

1. Identify the existing zoning classification of the property: PQP
2. Identify the zoning Classification being proposed/requested: L1
3. Explain in detail the type and nature of the use anticipated on the property: Property to be sold to Anthem Broadband of Nevada for the use of their fiber communications equipment.
4. Explain how the proposed zoning classification relates with other zoning classifications in the area: Adjacent property to the Southwest is zoned G1, other adjacent and nearby parcels are zoned C and PQP.
5. Identify any unique physical features or characteristics associated with the property: ~~none~~ NONE

(Use additional pages if necessary to address questions 3 through 5)



**By My Signature below:**

☒ I consent to having the City of Elko Staff enter on my property for the sole purpose of inspection of said property as part of this application process.

☐ I object to having the City of Elko Staff enter onto my property as a part of their review of this application. (Your objection will not affect the recommendation made by the staff or the final determination made by the City Planning Commission or the City Council.)

☒ I acknowledge that submission of this application does not imply approval of this request by the City Planning Department, the City Planning Commission and the City Council, nor does it in and of itself guarantee issuance of any other required permits and/or licenses.

☒ I acknowledge that this application may be tabled until a later meeting if either I or my designated representative or agent is not present at the meeting for which this application is scheduled.

☒ I have carefully read and completed all questions contained within this application to the best of my ability.

Applicant / Agent City of Elko  
(Please print or type)

Mailing Address 1751 College Avenue  
Street Address or P.O. Box  
Elko, NV 89801  
City, State, Zip Code

Phone Number: 775-777-7160

Email address: \_\_\_\_\_

SIGNATURE: Cathy Laughlin

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**FOR OFFICE USE ONLY**

File No.: 4-20 Date Filed: 8/13/20 Fee Paid: No Charge

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