



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

PUBLIC MEETING NOTICE

The Elko City Council will meet in regular session on Tuesday, March 9, 2021 at 4:00 P.M.–7:00 P.M., P.S.T. at the Elko City Hall, 1751 College Avenue, Elko, Nevada and by utilizing [GoToMeeting.com](https://global.gotomeeting.com)

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ELKO CITY HALL
1751 College Avenue, Elko, NV 89801
Date/Time Posted: 8:30 a.m. P.S.T., Thursday, March 4, 2021

Posted by: <u>Kim Wilkinson</u>	Administrative Assistant <u><i>Kim Wilkinson</i></u>
Name	Title Signature

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

The public can view or participate in the virtual meeting on a computer, laptop, tablet or smart phone at: <https://global.gotomeeting.com/join/986587733> You can also dial in using your phone at **United States: +1 (646) 749-3122** the Access Code for this meeting is **986-587-733** Public Comment and questions can be received by calling **(775) 777-0590** or by emailing: cityclerk@elkocitynv.gov

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Dated this 4th day of March, 2021

NOTICE TO PERSONS WITH DISABILITIES

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify the 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, MARCH 9, 2021
1751 COLLEGE AVENUE
COUNCIL CHAMBERS
<https://global.gotomeeting.com/install/986587733>

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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

APPROVAL OF MINUTES: February 26, 2021 Special Session

I. PRESENTATIONS

- A. Review, consideration, and direction to Staff regarding the Fiscal Year 2021/2022 Budget, inclusive of the General and Governmental Funds, and matters related thereto. **FOR POSSIBLE ACTION**

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

- D. Review, consideration, and possible approval to enter into a Professional Services Agreement with AM Engineering for the design of the Spruce Road Rehabilitation Project in the amount of \$169,500.00, and matters related thereto. **FOR POSSIBLE ACTION**

This design will also include infrastructure to facilitate the flushing of Well #15 that is located in the vicinity of the 2nd Street Water Tank. DS

- E. Review, consideration, and possible authorization to purchase a 2.223 acre parcel, referred to as APN 001-630-087, and matters related thereto. **FOR POSSIBLE ACTION**

In consideration of a possible purchase, Staff obtained an appraisal for the parcel APN 001-630-087. The appraisal dated February 9, 2021, conducted by Valbridge Property Advisors indicates an as-is market value of \$175,000.00. The property could be used for possible Elko Police Department expansion or other uses to meet City of Elko needs. CL

III. SUBDIVISIONS

- A. Review, consideration, and possible approval of Final Map No. 10-20, filed by Bailey & Associates, LLC, for the development of a subdivision entitled Ruby Mountain Peaks involving the proposed division of approximately 10 acres of property into 41 lots for residential development and 1 remainder lot within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

Subject property is located on the east side of Jennings Way between Mountain City Highway and Bluffs Avenue. (APN 001-01A-014). The Planning Commission considered this item on March 2, 2021, and took action to forward a recommendation to conditionally approve Final Map 10-20. MR

IV. NEW BUSINESS

- A. Review, consideration, and possible approval of a first amendment to Revocable Permit No. 1-15, filed by Maverik, Inc. to occupy a portion of the City of Elko Right-of-Way, to accommodate the placement of tables, chairs, and a park bench, continue the use of an existing free-standing sign, and construct a store canopy, landscaping and related irrigation, and matters related thereto. **FOR POSSIBLE ACTION**

Council approved the license agreement for Revocable Permit 1-15 on March 10, 2015. The term listed in the agreement has expired and therefore the first amendment will allow them to continue the agreement with a new term. CL

- B. Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Ruby Mountain Peaks 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

- C. Review, consideration, and possible approval of a Lease Extension for City owned land located at 2953 Manzanita Drive, and matters related thereto. **FOR POSSIBLE ACTION**

C-A-L Stores Companies, Inc., doing business as C-A-L Ranch Stores entered into a Lease Agreement with the City in June 2018 to lease the City-owned property at 2953 Manzanita Drive through May 8, 2021. Per Section 1.02(b) of the Lease Agreement, C-A-L Ranch Stores has the option to extend the lease for an additional two years, which they have now requested. MR

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

The Nevada Department of Transportation (NDOT) is required to comply with various nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq. (Title VI), which provides: “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under this title or carried out under this title.” Section 162a of the Federal-Aid Highway Act of 1973 (section 324, title 23 U.S.C.) requires that there be no discrimination on the ground of sex. Moreover, NDOT’s Policy Statement provides that in compliance with Title VI and other nondiscrimination authorities, the NDOT must assure through its policies and procedures that no person shall on the grounds of race, color, national origin, age, sex, income status or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any NDOT or NDOT sponsored program or activity.

Pursuant to Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) regulations, NDOT must update its Title VI Program Plan occasionally. This Title VI Compliance Plan (sometimes referred to herein as the “Plan”) is designed to aid the NDOT External Civil Rights Division in its ability to provide oversight and ensure that there is compliance with Title VI and other nondiscrimination authorities throughout NDOT by sub-recipients of financial assistance from the United States Department of Transportation (USDOT), to include the City of Elko. KW

- E. Review, consideration and possible approval of a Lease Agreement with White Cloud Communications, Inc., and matters related thereto. **FOR POSSIBLE ACTION**

White Cloud Communications, Inc., intends to lease a portion of the airport near the Beacon Tower. This area is to be used for additional infrastructure to enhance the WIFI and fiber optic capabilities for the community. This agreement is similar to other leases in that area with the TV District and Verizon. Additionally, airport ground leases of less than one-half an acre are no longer subject to appraisal/auction process for cities whose population is less than 25,000 (NRS 496.80). JF

- F. Authorization to solicit proposals from qualified vendors to provide for the advertising within the airport terminal, and matters related thereto. **FOR POSSIBLE ACTION**

The current Airport Advertising Concession Agreement with LAMAR Advertising is due to expire on April 1, 2021 that included one extension that was executed through mutual agreement. Staff is asking for authorization to advertise its intent for the advertising concessionaire agreement. JF

- G. Consideration of a request from the Elko Convention and Visitors Authority to initiate amendments to portions of Title 4, Chapter 6 of the Elko City Code, entitled "Transient Lodging Tax," and matters related thereto. **FOR POSSIBLE ACTION**

A representative from the Elko Convention and Visitors Authority (ECVA) will be making a short presentation outlining proposed amendments to portions of the Transient Lodging Tax Code. CC

V. RESOLUTIONS AND ORDINANCES

- A. Review, consideration, and possible approval of Resolution No. 13-21, a Resolution amending the 2021 Ruby View Golf Course Rate Structure, and matters related thereto. **FOR POSSIBLE ACTION**

On February 23, 2021, the Elko City Council approved five (5) revisions to the existing rate structure to encourage play during the 2021 Golf Season, and directed Staff to bring back a Resolution for possible approval:

- 1) Offer a \$5.00 discount on Greens Fees for Duncan Golf Pass Holders from other Nevada Golf Courses.
- 2) Offer a \$5.00 discount on Greens Fees for the guests of Ruby View Golf Course Pass Holders.
- 3) Include Friday as part of Ruby View Golf Course's "Weekend Rate."
- 4) Add a \$5.00 surcharge per participant for Tournament Play, which will offset the cost of tournament coordination and provide each participant with a water bottle and bucket of range balls.
- 5) Remove the "Conversion from 9 to 18 hole" option.

A copy of Resolution No. 13-21 has been enclosed in the agenda packet for review. CC

- B. Review, consideration and possible action to adopt Resolution No. 14-21, a Resolution finding that the sale of City-owned property located at 1401 College Avenue (the old Police Station) to Elko County for the Great Basin Children's Advocacy Center is in the best interest of the City, approving the Agreement for Conveyance of Real Property for Use as a Children's Advocacy Center, and matters related thereto. **FOR POSSIBLE ACTION**

The Great Basin Children's Advocacy Center, a Nevada nonprofit corporation, has been pursuing the creation of a facility to assist in child abuse cases known as the "Children's Advocacy Center." The City of Elko has decided to assist in this project by providing land to construct the facility. At the January 26, 2021 regular meeting, the City Council initiated the process of conveying City-owned property located at 1401 College Avenue (the old Police Station) to the Great Basin Children's Advocacy Center and/or Elko County. Staff subsequently worked with Tyler Ingram, the Elko County District Attorney, to develop the Agreement for Conveyance of Real Property for Use as a Children's Advocacy Center included in the agenda packet. Council should note that a portion of this parcel is used for storage by the VFW pursuant to a revocable license agreement with the City, which is fully assignable by the City. The VFW has been notified of the proposed sale to Elko County and does not oppose this transaction. CC

VI. 5:30 P.M. PUBLIC HEARINGS

- A. Review, consideration, and public hearing for Notice of Proposed Lease of Real Property for City owned land of less than 25,000 square feet, and matters related thereto. **FOR POSSIBLE ACTION**

Plaza Forty, LLC previously held a License Agreement to use City of Elko property located at Well Site #12, adjacent to 1900 Idaho Street, for parking. The agreement expired November 12, 2018, but Plaza Forty, LLC has continued paying the monthly lease. Plaza Forty, LLC desires to continue utilizing the City property for parking. NRS 268.064 provides that the governing body may lease the property without an appraisal or public offering if the property is less than 25,000 square feet and a Resolution has been adopted finding that the proposed lease is in the best interest of the City. On February 11, 2021, the City Council adopted Resolution 07-21 making this required finding. MR

VII. REPORTS

- A. Mayor and City Council
- B. City Manager
- C. Assistant City Manager
- D. Utilities Director
- E. Public Works
- F. Airport Manager
- G. City Attorney
- H. Fire Chief
- I. Police Chief

- J. City Clerk
- K. City Planner
- L. Development Manager
- M. Financial Services Director
- N. Parks and Recreation Director
- O. Civil Engineer
- P. Building Official

COMMENTS BY THE GENERAL PUBLIC

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,



Curtis Calder
City Manager

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

SS February 23, 2021

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, February 23, 2021. Due to the restrictions found in the State of Nevada Emergency Directive 006, the meeting was held in the Ruby Mountain Room #3 of the Elko Convention and Visitors Authority, 700 Moren Way, Elko and via GoTo Meeting.

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

CALL TO ORDER

ROLL CALL

Mayor Present: Reece Keener

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

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

PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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

There were no public comments.

APPROVAL OF MINUTES: February 11, 2021

Special Session

The minutes were approved by general consent (Councilwoman Simons abstained).

I. PRESENTATIONS

- A. Presentation of an appreciation plaque to Jana B. DeLong, Assistant Pool Manager/ Head Lifeguard, for her 24 + years of service, and matters related thereto. **NON ACTION ITEM – INFORMATION ONLY**

Mayor Keener noted that neither Jana DeLong or Troy DeLong were present and read the plaque.

James Wiley said a few kind words on Jana DeLong's behalf. She will be sorely missed. He wished her good luck.

- B. Presentation of an appreciation plaque to Timothy G. Higgins, WRF Technician I, for his 13 + years of service, and matters related thereto. **NON ACTION ITEM – INFORMATION ONLY**

Timothy Higgins was not present at the meeting.

Dale Johnson, Utilities Director, said a few words about Mr. Higgins and how much they will miss him.

II. APPROPRIATIONS

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

**** A motion was made by Councilman Stone, seconded by Councilman Morris, to approve the regular warrants in the amount of \$454,311.45.**

The motion passed unanimously. (5-0)

70,

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

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to approve the Hand-Cut checks in the amount of \$70,271.17.**

The motion passed unanimously. (5-0)

- C. Review, consideration and possible award of a contract for the 5th Street Park Parking Lot, and matters related thereto. **FOR POSSIBLE ACTION**

Bids were received until 3:00 p.m. on February 12, 2021. This item has been approved and budgeted for Construction in the current Fiscal Year Budget, Recreation Fund. The low bidder was Acha Construction. There was a mathematical error in bid item #4. As clearly stated in the bid documents, Instructions to Bidders, item number 25, the error has been corrected in favor of the unit price. The corrected amount of the bid is \$273,451.40. JW

James Wiley, Parks and Recreation Director, explained Acha Construction was the lowest responsive bidder with just one minor mathematical error that worked out to the City's advantage. All of the information was in the packet for review.

Dave Stanton, City Attorney, said if Council is inclined to award the bid to Acha, they need to find in the motion that the award does not give an unfair competitive advantage to the winning bidder.

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to award the contract for the 5th Street Park Parking Lot to Acha Construction, in the amount of \$273,451.40, with the finding, in so doing, we are not giving an unfair competitive advantage to the winning bidder.**

The motion passed unanimously. (5-0)

- D. Review, consideration, and possible award of a contract for the Repairs and Recoating of the Ruby Vista Water Storage Tank No. 2 Project-2020, and matters related thereto. **FOR POSSIBLE ACTION**

Bids were received until 2:00 p.m. on February 16, 2021. This project was approved and budgeted in the current fiscal year. The lowest responsible bidder was Farr West Construction DBA Resource Development Company. A total of four bids were received, three on time and one was late. The late bid was rejected and not opened. Two bids were thrown out, one for incomplete paperwork and the other was for mathematical errors between written words and numerical values which constituted in inconsistent unit pricing. DJ

Dale Johnson, Utilities Director, explained this is the second time we bid this contract. Again, we have had issues with the contractors and their bid paperwork. He went over the issues with each bid. The lowest responsive bidder, which was actually the highest of the three, was Resource Development, for \$534,515. He recommended awarding to Resource Development.

Councilman Hance thought it was unfair that another bid was disqualified because it came in late because of the freight system issues around the country. Mail delivery has been falling behind because of the recent storms. It is a technicality but he felt we should have looked at it.

Mayor Keener asked Mr. Stanton if they could consider the bid when it was turned in late through no fault of the bidder.

Dave Stanton, City Attorney, answered it is a strict requirement. If the bid arrives late, the bid documents need to be received by 3:00, and it is the responsibility of the bidder to make sure the bid arrives on time to the City. We should not waive the time requirement in this case. His opinion would be to rebid the project.

Kelly Wooldridge, City Clerk, stated that during the pre-bid meetings we explain to the contractors that over-night delivery in Elko is not over-night. This bid was Fed Exed from Arizona at 4:30 the night before. We got it at 3:05pm.

**** A motion was made by Councilwoman Simons, seconded by Councilman Hance, to award the contract for the Repairs and Recoating of the Ruby Vista Water Storage Tank No. 2 Project 2020, to Farr West Construction dba Resource Development Company, in the amount of \$534,515.**

The motion passed unanimously. (5-0)

- E. Review, consideration, and possible approval for the Fire Department to apply for the Staffing for Fire and Emergency Response (SAFER) grant through the Federal Emergency Management Agency to hire 6 firefighters for 36 months, and matters related thereto. **FOR POSSIBLE ACTION**

The Fire Department would like to apply for the 2021 FEMA SAFER Grant. The application would apply for a 6 new firefighter positions. The grant is used to provide funding to fire departments to assist in increasing the number of firefighters to help communities meet industry minimum standards (NFPA 1710) and attain 24 hour staffing to provide adequate fire protection from fire and fire related hazards and to fulfill traditional missions of fire departments. Total amount of the grant would be approximately \$4 million dollars with no match by the City. MG

Chief Griego explained the grant program and the benefit it will have for the City. The actual amount will be closer to \$2.1 million.

Lee Hoffman, 1085 Barrington Ave., asked the Council to reconsider applying for federal grants because they always come with strings attached. Whatever those strings are we will have to adhere to them. What happens to those firefighters when the three years is up.

Chief Griego said Mr. Hoffman is correct. We will be looking at close to \$800,000 to continue with the program. We will be working on the budget to get the money in there for it. We will do our best to keep those firefighters.

Mayor Keener thought we should apply for the grant and if we are successful winners, then we can have further discussion regarding these issues.

**** A motion was made by Councilman Stone, seconded by Councilman Hance, to approve the Fire Department to apply for the 2021 FEMA SAFER Grant for approximately \$2.1 million dollars through the Federal Emergency Management Agency.**

The motion passed unanimously. (5-0)

- F. Review, consideration, and possible ratification of the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) Grant Application, and matters related thereto. **FOR POSSIBLE ACTION**

The Secretary of Transportation on February 12, 2021, announced that the Elko Regional Airport is eligible for funds under the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260) (CRRSA). These funds will assist airport sponsors to address the COVID-19 public health emergency. The FAA will distribute these grants under the new Airport Coronavirus Response Grant Program (ACRGP). Providing funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. While this funding is similar to the CARES funding, it is more limited in scope. Any airport development must be directly related to combating the spread of pathogens at the airport. JF

Jim Foster, Airport Manager, explained this a ratification for the grant application because he had to get the application in before Council Meeting. It is a no-match grant. The uses for the grant money is listed in the agenda packet. It is similar to CARES Act funding but more specific to the uses listed in the agenda packet.

Lee Hoffman repeated his concerns of using federal money and the conditions in place for the use of it.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, to approve the ratification of FAA CRRSA Grant Application.**

The motion passed unanimously. (5-0)

III. NEW BUSINESS

- A. Review, consideration, and possible approval of a third amendment to Revocable Permit No. 3-17, filed by WANRack, LLC to occupy a portion of the City of Elko Right-of-Way, to accommodate installation of a new Fiber Optic Wide Area Network between school facilities, and matters related thereto. **FOR POSSIBLE ACTION**

Council reviewed the application for a revocable permit at their September 26, 2017 meeting and approved to enter into a license agreement with Wanrack. A first amendment to the license agreement was approved by Council on November 28, 2017 and a second amendment was approved by Council on May 8, 2018. Wanrack has changed the Scope of Work to include an additional route and therefore requiring a third amendment with new exhibits. CL

Cathy Laughlin, City Planner, explained WANRack was the fiber provider that links all of the schools together. They continue to change their scope of work through the project. They have asked to add one additional route to their agreement.

Mayor Keener called for public comment without a response.

**** A motion was made by Councilman Stone, seconded by Councilman Morris, to approve the third amendment to the License Agreement for Revocable Permit No. 3-17.**

The motion passed unanimously. (5-0)

B. Review, consideration, and possible approval of revisions to the 2021 Ruby View Golf Course Rate Structure, and matters related thereto. FOR POSSIBLE ACTION

On January 26, 2021, the Elko City Council approved a Golf Management Agreement between the City of Elko and TDS at Ruby View, LLC d.b.a. Duncan Golf Management. TDS at Ruby View, LLC has proposed five (5) revisions to the existing rate structure to encourage play during the 2021 Golf Season:

- 1) Offer a \$5.00 discount on Greens Fees for Duncan Golf Pass Holders from other Nevada Golf Courses.
- 2) Offer a \$5.00 discount on Greens Fees for the guests of Ruby View Golf Course Pass Holders.
- 3) Include Friday as part of Ruby View Golf Course's "Weekend Rate."
- 4) Add a \$5.00 surcharge per participant for Tournament Play, which will offset the cost of tournament coordination and provide each participant with a water bottle and bucket of range balls.
- 5) Remove the "Conversion from 9 to 18 hole" option.

Normally, revisions and/or adjustments to the rates and/or rate structure would be reviewed by the Ruby View Golf Course Financial Advisory Committee. However, the City of Elko has deferred all Advisory Board meetings due to COVID-19 restrictions. CC

Curtis Calder, City Manager, explained there were representatives from Duncan Golf Management present. If Council determines if any of these revisions were appropriate, we would need to bring it back in the form of a resolution.

Scott Wakowski, Duncan Golf Management, offered to answer any questions.

Wil Moschetti, 312 Oak, Golf Course Financial Advisory Board, said #1 is probably a non-event. Number 2, he invites people here for a weekend and they spend \$1,000, five dollars won't mean anything to them. Number 3, we've struggled with whether or not Fridays should be considered part of the weekend. Eighty percent of the Friday play is pass play. Number 4, the problem is what determines tournament play. The Firefighters have a fundraiser with 40 players, is that a tournament? He had a class reunion he hosted for 30 players, was that a tournament? We need to

define what is a tournament. The rest of it doesn't make a big difference. In the Council agenda packet it said this item would be sent to him but he didn't get any mention of it. It didn't get out to him.

Mayor Keener said there was no intent to exclude anyone in the distribution of this.

Mr. Wakowski explained what they would normally consider a tournament. It would also matter how far in advance the plays are being booked.

Councilwoman Simons asked if they would continue to offer the same for High School golf teams as the golf course has done in the past.

Mr. Wakowski answered they are big advocates of High School Golf and they are not charged for play.

Mayor Keener said he was going to trust Duncan Golf's expertise since they manage several golf courses. He doesn't have any concerns with them staying in Elko. He knows there will be some push-back on #3 but there are many people in the area that Friday is part of their weekend since they only work Monday through Thursday.

Councilman Morris stated he was on the Golf Course Financial Advisory Committee for a number of years and he understood what they were trying to do. He wanted to see if it would work.

**** A motion was made by Councilman Stone, seconded by Councilman Morris, to accept the Duncan Golf Management's (TDS) proposed five (5) revisions.**

The motion passed unanimously. (5-0)

IV. RESOLUTIONS AND ORDINANCES

- A. Review, consideration, and possible approval of Resolution No. 10-21, a resolution authorizing augmentation of the 2020/2021 Fiscal Year Budget of the Capital Equipment Reserve Fund, increasing appropriations to 1,888,086 to account for \$61,426 in unanticipated revenues, pursuant to NRS 354.598005, and matters related thereto. **FOR POSSIBLE ACTION**

The Capital Equipment Reserve Fund had increased revenues transferred from the General Fund in the amount of \$61,426. These funds will be used to purchase Agenda Management Software not included in the 2020/2021 Capital Equipment Reserve Fund budget. JB

Jan Baum, Financial Services Director, explained the unanticipated revenue is a transfer from the General Fund. It was part of the CARES Act Funding. We would like to make a transfer from the General Fund to the Capital Equipment Fund.

**** A motion was made by Councilman Stone, seconded by Councilman Morris, to approve Resolution No. 10-21.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible approval of Resolution No. 11-21, a resolution authorizing augmentation of the 2020/2021 Fiscal Year Budget of the General Fund, increasing appropriations to \$26,671,651 to account for \$1,462,605 in unanticipated revenues, pursuant to NRS 354.598005, and matters related thereto. **FOR POSSIBLE ACTION**

The General Fund had increased revenues due to the receipt of COVID Relief Funds. When the 2020/2021 budget was prepared the City of Elko did not anticipate the receipt of, or related spend associated with the COVID Relief Funds. JB

Ms. Baum stated this was the amount of the COVID Relief Funds we received this year. The remaining COVID Relief Funds were received in the prior year. They usually make these augmentations in June but they wanted to pull this money spent prior to June.

**** Motion was made by Councilman Hance, seconded by Councilwoman Simons, to approve Resolution No. 11-21, augmenting the General Fund in the amount of \$1,462,605 pursuant to NRS 354.598005.**

The motion passed unanimously. (5-0)

- C. Review, consideration, and possible approval of Resolution No. 12-21, a resolution authorizing augmentation of the 2020/2021 Fiscal Year Budget of the Sewer, Water, Landfill, Airport and Golf Fund, and matters related. **FOR POSSIBLE ACTION**

The portion of the COVID Relief Funds associated with the Enterprise Fund (Sewer, Water, Landfill, Airport and Golf Funds) need to be transferred from the General Fund. The list of transfers made from the General Fund to the respective Enterprise Funds is attached. JB

Ms. Baum said this was similar to the previous two items but it covers Enterprise Funds, wages and COVID expenses.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, to approve Resolution No. 12-21, augmenting the Sewer, Water, Landfill, Airport and Golf enterprise funds for the amounts in the attached spreadsheet pursuant to NRS 354.598005.**

The motion passed unanimously. (5-0)

V. PETITIONS, APPEALS, AND COMMUNICATIONS

- A. Ratification of the Police Chief issuing a 60-day Temporary Retail Liquor License and issue a Regular Retail Liquor License, to Samuel Horvitz, DBA Silver Dollar, located at 400 Commercial Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**

Chief Trouten explained this was standard since the applicant had already held a liquor license at the same bar. He recommended approval.

Mayor Keener said Mr. Horvitz has been a model liquor license holder. He doesn't overserve and runs a clean operation.

**** A motion was made by Councilman Stone, seconded by Councilman Morris, to ratify the Police Chief issuing a 60-day temporary retail liquor license and issue a Regular Retail Liquor License to Samuel Horvitz, dba Silver Dollar, located at 400 Commercial Street, Elko, Nevada.**

The motion passed unanimously. (5-0)

VII. REPORTS

A. Mayor and City Council

Mayor Keener reported he attended the League of Cities Mayors Meeting. It was a very nice change this week. He was a guest at the Charter School and speak to the 6th and 7th graders. They are adapting very well there.

Councilwoman Simons reported at the Arts and Culture Advisory Meeting they decided to go ahead with the Arts Awards.

Councilman Stone reported that on Sunday, a Facebook group called the Elko Bar Association (organized by Sam Horvitz), met in person. There were 58 individuals that gathered at the Goldie's Bar that discussed the issues in the downtown area. They are working together to improve the image of the area and help each other with overserving and cleaning up.

B. City Manager

Curtis Calder reported asked Councilman Stone if there were any concerns from the local bar owners of the Golf Course having a bar?

Councilman Stone answered there was nothing brought up to him. They were mainly concerned with the downtown area and not concerned about happenings anywhere else.

Mr. Calder reported staff is working on the budget. They will be bringing something to Council at the first meeting of March. There are still a lot of unknowns of what is happening at the State and Federal level. There is talk of money coming to local and state governments. We will continue to watch that. KELK is offering up an opportunity every couple of months for the City and Council managers to get together on the radio to talk about regional issues on the radio.

Mayor Keener told Mr. Calder they need to get together to talk about League of Cities retreat coming up in June. We need to do some preliminary planning for the event.

Mr. Calder said he was working on getting the calendar coordinated. It looks like a good event for the size and we can handle it. We are assuming that June will be opened back up. A group that size is manageable. He was also hoping the Trail Center will open by then.

C. Assistant City Manager

D. Utilities Director

Mayor Keener asked Dale Johnson how the shop is coming along.

Mr. Johnson answered they started the framing a couple weeks ago for the main office building. They brought in sheetrock last week. It has been going pretty steady.

Mayor Keener asked if had received the BioBot report.

Mr. Johnson answered he received it today while he was in class but he has not had a chance to review it yet.

E. Public Works

F. Airport Manager

Mayor Keener asked Jim Foster if the new parking system was up and running.

Mr. Foster answered the old system is still functioning. They are getting ready to have a kick off meeting for the new system. There are some changes they are working on before they start. He is hoping to have the new system installed by May.

G. City Attorney

H. Fire Chief

I. Police Chief

Chief Trouten reported he and legal have been working on some City Code regarding juveniles, to clean it up and bring it up to date. There are several bills out there that will have a negative impact on the Police Department. There is one in particular that will require applicants to have 2 years' experience or a military background. That is not feasible.

Mayor Keener said he spoke to Senator Goechoecia regarding some of these concerns.

J. City Clerk

Kelly Wooldridge stated the next Council Meeting will be held in chambers. We will spread the Councilmembers out and figure out what staff can be in there. The remaining staff will participate on the GoTo Meeting.

Mayor Keener thanked DJ Smith and Diann Byington for setting up the meetings.

K. City Planner

L. Development Manager

Mayor Keener asked Michele Rambo if the shed issue had been taken care of.

Ms. Rambo answered they are still working on it. Right now she is doing some research on the issue and will have a meeting next week to hammer out the issues.

M. Financial Services Director

N. Parks and Recreation Director

O. Civil Engineer

Mayor Keener asked Bob Thibault if he had been able to get in touch with the contractor for the Elko sign to get it fixed.

Mr. Thibault answered the facilities looked into that and they determined some parts need to be replaced. He put them in touch with YESCO to get the parts needed.

P. Building Official

VI. 5:30 P.M. PUBLIC HEARINGS

- A. Review, consideration, and possible action to adopt Resolution No. 09-21, a resolution of the Elko City Council, adopting a change in zoning district boundaries from R (Single Family and Multiple Family Residential) and R1 (Single Family Residential) to R (Single Family and Multiple Family Residential) Zoning District, approximately 26.607 acres of property, filed by Jordanelle Third Mortgage, LLC, and processed as Rezone No. 6-20, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission considered the Subject Zone Change Request on February 2, 2021, and took action to forward a recommendation to City Council to adopt a resolution, which approves Rezone No. 6-20. CL

Cathy Laughlin, City Planner, explained the property will be developed as a residential subdivision. Planning Commission heard this request and they recommended approval.

Scott MacRitchie, Jordanelle Third Mortgage, LLC, said it will be single family residents.

Mayor Keener said it looked like a great project. He called for public comment without a response.

**** A motion was made by Councilman Hance, seconded by Councilwoman Simons, to adopt Resolution No. 09-21.**

The motion passed unanimously. (5-0)

- B. Review, consideration, and possible action to conditionally approve Tentative Map No. 12-20, filed by Jordanelle Third Mortgage, LLC, for the development of a subdivision entitled Zephyr Heights, involving the proposed division of approximately 25.109 acres of property into 70 lots for residential development within the R (Single-Family and Multiple-Family Residential) Zoning District, and matters related thereto. This item must be heard after the associated Resolution No. 09-21 also on tonight's agenda, and matters related thereto. **FOR POSSIBLE ACTION**

The subject property is located on the east side of East Jennings Way generally north of the intersection with Puccinelli Parkway (APN 001-562-010). The Planning Commission considered this item on February 2, 2021, and took action to forward a recommendation to conditionally approve Tentative Map 12-20. MR

Michele Rambo, Development Manager, explained this is about 25 acres proposed to be divided into 70 lots. It will be built in 4 different phases. The map complies with all codes with two exceptions. She went over the exceptions and the staff report. She gave them a suggested motion because it could be a little bit complicated.

Mayor Keener called for public comment without a response. He also asked Mr. MacRitchie if he was good with the conditions.

Mr. MacRitchie stated the conditions were met and confirmed it with Ms. Rambo.

**** A motion was made by Councilman Stone, seconded by Councilman Morris, to conditionally approve Tentative Map No. 12-20 for the Zephyr Heights subdivision, subject to the findings and conditions as recommended by the Planning Commission with a modification of standards to lots 47 and 48 to allow for shorter-than-required lot widths and a modification of standards allowing for double frontage lots along East Jennings Way. The City Council determines that the property can be divided based on the findings required in Section 3-3-5(E)(2) of the Municipal Code.**

The motion passed unanimously. (5-0)

- C. Review, consideration of bids and public auction for the lease of approximately 1.13 acres of City-owned property, located on the Elko Regional Airport, identified as Lease Area N1, pursuant to NRS 268.062, and matters related thereto. **FOR POSSIBLE ACTION**

Council adopted Resolution No. 1-21 at its meeting on January 26, 2021, finding that it is in the best interest of the City to lease the property and setting forth the conditions of public auction for City owned property identified as Lease Area N1. Council previously accepted the annual market rent value of the property of \$13,379 in accordance with the appraisal of Jason Buckholz of CRBE, Inc., Appraiser. JF

Jim Foster, Airport Manager, explained we will be following NRS 268.062. All the seal bids that have been received must be examined and declared by the public body. After that they ask for oral bids. The first oral bid must be 5% higher than the highest written bid.

Mayor Keener stated he had two envelopes. Both of these were received prior to their due date.

Kelly Woodridge, City Planner, added that there was some public on the GoToMeeting that may be interested in making an oral.

Dave Stanton, City Attorney, said the process was to open the sealed bids and before accepting any written bid, then the Council calls for oral bids. He read the NRS that explained the process.

Mayor Keener said the first bid was from MedX AirOne dated February 23, 2021 (Exhibit "A").

To the Elko City Council,

This letter serves as the formal bid submission in response to the City of Elko Resolution No. 01-21 from Classic Air Care d.b.a. MedX AirOne for the land parcel located at the Elko Airport for the appraised amount of \$13,739.

Respectfully,

Paul Ward

MedX AirOne Executive Director

The next one is from Reach (Exhibit "B").

REACH Air Medical, the local air medical provider based at the Elko Airport, is placing an annual rental bid on property located at the Elko Regional Airport and described in the City of Elko Resolution No. 01-21.

Our bid is \$14,014.11 per year annual rental (\$0.2856 per square foot).

Thank you for this opportunity.

Sincerely,
Thomas J. Liebman, MBA, FCP, CMTE
Northern Nevada Regional Director

Now we take the higher number and increase it by at least 5%. That would be \$14,714.82. He called for oral bids to begin.

Paul Ward, MedX AirOne, made a bid of \$14,714.82.

Thomas Liebman, REACH Air Medical, made a bid of \$14,800.

Mr. Ward made another bid of \$15,500.

Mr. Liebman made another bid of \$15,600.

Mr. Ward made another bid of \$16,000.

Mr. Liebman declined to make another bid.

Mayor Keener asked if anyone else out there would like to make a bid before we make a motion. There was no response. He declared the winning bid was \$16,000 to MedX AirOne.

**** A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the bids and the public auction for the lease of approximately 1.13 acres of City-owned property located on the Elko Regional Airport. The finally accepted winning bid went to MedX AirOne in the amount of \$16,000, for Resolution No. 01-21.**

The motion passed unanimously. (5-0)

COMMENTS BY THE GENERAL PUBLIC

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

There were no public comments.

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

Mayor Reece Keener

Kelly Wooldridge, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and direction to Staff regarding the Fiscal Year 2021/2022 Budget, inclusive of The General and Governmental Funds, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 9, 2021**
3. Agenda Category: **PRESENTATION**
4. Time Required: **40 Minutes**
5. Background Information:
6. Budget Information:

Appropriation Required:
Budget amount available:
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Pleasure of the Council**
10. Prepared by: **Financial Services Director, Jan Baum**
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 to enter into a Professional Services Agreement with AM Engineering for the design of the Spruce Road Rehabilitation Project in the amount of \$169,500.00, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 9, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **This design will also include infrastructure to facilitate the flushing of Well #15 that is located in the vicinity of the 2nd Street Water Tank. DS**
6. Budget Information:

 Appropriation Required: **\$169,500.00**
 Budget amount available: **Approximately \$470,000.00**
 Fund name: **Capital Construction Fund**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Professional Services Agreement is included in the packet.**
9. Recommended Motion: **Approve the request from Staff to enter into a Professional Services Agreement with AM Engineering for the design of the Spruce Road Rehabilitation Project in the amount of \$169,500.00.**
10. Prepared by: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Aaron Martinez, AM Engineering**
 Aaron@am.engineering

**CITY OF ELKO
AGREEMENT FOR ENGINEERING
AND
CONSTRUCTION
SERVICES**

PROJECT: Ruby Vista Dr. Water Tank No. 2 Recoating Project Construction Assistance

This AGREEMENT made and entered into this 19th day of February 2021 by and between the City of Elko, (hereinafter "OWNER") and Farr West Engineering (hereinafter "ENGINEER").

WHEREAS, the OWNER and the ENGINEER wish to enter into an Agreement (hereinafter "Agreement") for the furnishing of Construction Assistance/

- Provide Construction Inspection, Project Management and Oversight.
- Prepare Project As-Built Report, Review and Approve Change Orders and Payment Requests.

See attached proposal.

Scope of Engineer's Services. ENGINEER's services are described in detail in the attached proposal, and are made a part of this Agreement upon execution by both the OWNER and the ENGINEER.

Fee for Engineer's Services. The amount for the Engineer's Services shall be negotiated between the OWNER and the ENGINEER, as described in detail within the Scope of the Engineer's Services (see attached) The Fee for Engineer's Services shall not exceed the amount of \$34,000.00 as shown in detail in the Fee Schedule. (See attached)

Work Schedule. The work shall be complete within 90 days (during the course of construction until completion)

· IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement, with effective date the day and year first above written

Farr West Engineering

By: 
Ferron Konakis P.E.
Civil Engineer

City of Elko

By: 
Dale Johnson
Utilities Director



February 17, 2021

Mr. Dale Johnson
Elko City Utilities Director
1751 College Avenue
Elko, Nevada 89801

RE: Engineering Inspection and Construction Assistance Cost Proposal for the Ruby Vista Water Storage Tank No. 2 Repairs and Recoating Project 2021.

Dear Dale:

Farr West Engineering is pleased to provide you with an engineering cost proposal to provide inspection, construction assistance and work oversight for the Ruby Vista Water Storage Tank No. 2 Repairs and Recoating Project 2021. Our engineering construction services cost proposal is described below with the proposed costs. Please review our scope of work and attachments and if you have questions please call me, or send me an email.

Engineering Scope of Work:

Task No. 1.0 Construction Inspection, Project Management and Oversight. Farr West Engineering will provide field inspection on an as-needed basis to assist the City of Elko and City's Construction Contractor during the project construction. The engineer will answer RFI's and inspect the Construction Contractor's work during the Ruby Vista Water Storage Tank No. 2 exterior and interior surface cleaning, metal surface preparation, abrasive blasting to removal old coatings and corrosion, inspect tank repairs, and inspect project cleanup. The engineer will provide tank inspections during and following the prime coat, the intermediate coat and the finish coats applied to the inside surfaces of the water storage tank and the exterior tank surfaces.

Task No. 2.0 Prepare the Project As-Built Report, Review Change Orders & Payment Requests. Farr West Engineering will review the Construction Contractor's monthly payment requests and materials submittals for the work to be completed as a part of the construction. Upon completion of the construction work, the Engineer will prepare an as-built report to be provided to the City of Elko and the Nevada Division of Environmental Protection - Bureau of Safe Drinking Water documenting the work completed on the project meets all environmental requirements.

Proposed Costs for Construction Inspection and Construction Related Services. The Farr West Engineering construction services costs were prepared based on our estimated time to complete the work. The construction time for the Project is ninety (90) calendar days. I have

Mr. Dale Johnson
Elko City Utilities Director
Page 2 of 2

enclosed a spread sheet showing our estimated time and expenses to perform the engineering work on a time and materials basis. Engineering work not required will not be invoiced to the City of Elko.

Proposed Engineering Costs:

Task 1.0 - Construction Inspection, Project Management and Oversight: \$ 28,200.00

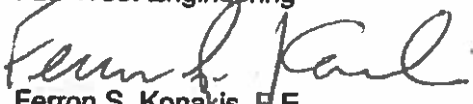
**Task 2.0 – Prepare Project As-Built Report, Review Change Orders &
Payment Requests: \$ 5,800.00**

Total Amount Proposed for Engineering (Task No. 1 and No. 2) : \$ 34,000.00

The total amount proposed for the engineering services necessary to complete the work described in the Engineering Scope of Work Task No. 1 and Task No. 2 is \$34,000.00. We have enclosed a copy of our Farr West Engineering 2021 Rate Schedule and a copy of our "Exhibit A Fee Estimate Form" showing our proposed cost breakdown for the described work. Please be aware that if the project requires less time than shown on our fee estimate form Farr West Engineering will not invoice the work and will pass the cost savings on to the City of Elko.

Farr West Engineering very much appreciates working with the City of Elko Water & Sewer Departments and we hope to continue to work with you on this project as well as future projects. If you have any questions regarding our scope of work and associated engineering costs please don't hesitate to call me at your convenience.

Sincerely,
Farr West Engineering


Ferron S. Konakis, P.E.
Principal Engineer

Attachments: Farr West Engineering 2021 Rate Schedule
Exhibit A – Itemized Fee Estimate Form

Cc: Project File

FARR WEST ENGINEERING EXHIBIT A - FEE ESTIMATE FORM
Ruby Vista Drive Water Storage Tank No. 2 Repairs and Recoating Project 2021

Task No. 1.0 Project Management, Oversight and Inspection. Farr West Engineering will provide field inspection on an as-needed basis to assist the City of Elko and City's Contractor. The engineer will answer questions and provide construction inspections following the tank cleaning and during the water tank surface preparation and abrasive blasting. The engineer will provide tank inspections following the prime coat, the intermediate coat and finish coats applied to inside surfaces of the water storage tank and the exterior

Task No. 1.0 Costs Based on Time & Materials:

Description	Hours	Rate	Subtotal	Total
Office Administration II	4.0	\$ 80.00	\$ 320.00	
Engineer In Training I	110.0	\$ 93.00	\$ 10,230.00	
Office Administrator IV	-	\$100.00	\$ -	
Designer III	-	\$120.00	\$ -	
Senior Engineer	-	\$150.00	\$ -	
Principal Engineer	100.0	\$172.00	\$ 17,200.00	
Professional Land Surveyor	-	\$140.00	\$ -	
Survey Tech III	-	\$115.00	\$ -	
1-Man Survey Crew	-	\$135.00	\$ -	
2-Man Survey Crew	-	\$250.00	\$ -	
Farr West Engineering Total Labor :				\$ 27,750.00
Subcontractor Costs for Task :				
Subcontractor Costs for Task No. 1 :				\$ -
Reimbursable Expenses :				
Plan copies, permit fees, vehicle mileage and reimbursable expenses :				\$ 450.00
Subtotal for Task No. 1.0 :			\$ 28,200.00	

Task No. 2.0 Review Payment Requests, Change Orders and Prepare the As-Built Report. The Engineer will review the Construction Contractor's monthly payment requests and respond to Project RFI's. The Engineer will also prepare an as-built report to be presented to the Owner and the NDEP-Bureau of Safe Drinking Water for the project records.

Task No. 2.0 Costs Based on Time & Materials:

Description	Hours	Rate	Subtotal	Total
Office Administration II	4.0	\$ 80.00	\$ 320.00	
Engineer In Training I	12.0	\$ 93.00	\$ 1,116.00	
Office Administrator IV	-	\$100.00	\$ -	
Designer III	16.0	\$120.00	\$ 1,920.00	
Senior Engineer	-	\$150.00	\$ -	
Principal Engineer	12.0	\$172.00	\$ 2,064.00	
Professional Land Surveyor	-	\$140.00	\$ -	
Survey Tech III	-	\$115.00	\$ -	
1-Man Survey Crew	-	\$135.00	\$ -	
2-Man Survey Crew	-	\$250.00	\$ -	
Farr West Engineering Total for Task :				\$ 5,420.00
Subcontractor Costs for Task :				
Subcontractor Costs for Task No. 2 :				\$ -
Reimbursable Expenses :				
Plan copies, permit fees, vehicle mileage and reimbursable expenses :				\$ 380.00
Subtotal for Task No. 2.0 :			\$ 5,800.00	

Total Amount Proposed for Work Tasks No. 1.0 and No. 2.0 : \$ 34,000.00

Farr West Estimate Form "Exhibit A" (Continued)
Ruby Vista Drive Water Storage Tank No. 2 Repairs and Recoating Project 2021

Engineering Proposal Conditions and Clarifications:

- 1 . This Proposal for Engineering Services has been prepared utilizing the Farr West Engineering 2021 Standard Rates for Professional Services. A copy of our "2021 Standard Rates for Professional Services" is included with this written proposal.
- 2 . Farr West Engineering did not include initial topographic survey or site as-built survey in our proposal. Site Surveying is not required for this project.
- 3 . Farr West Engineering has not included the costs associated with construction permits, agency review fees, or building permit fees in our engineering design cost proposal. We have assumed the project Owner will pay all permit fees. Farr West Engineering will assist the owner (and architect) with plan submittals and project permits.
- 4 . Farr West Engineering will provide an as-built report to the City of Elko and the NDEP-Bureau of Safe Drinking Water upon Completion of the work. The as-built report will include documentation of all repairs completed on the Ruby Vista Water Storage Tank No. 2 as a part of the project. The report will also included a report stating the coatings applied to the water storage tank and a "coating mil thickness report".

2021 RATE SCHEDULE

Title	Hourly Rate	Title	Hourly Rate
Principal Engineer	\$172	Building Inspector II	\$70
Senior Engineer II	\$165	Building Inspector I	\$65
Senior Engineer	\$150	Designer III	\$120
Engineer IV	\$140	Designer II	\$110
Engineer III	\$130	Designer I	\$100
Engineer II	\$120	GIS Analyst II	\$140
Engineer I	\$110	GIS Analyst I	\$120
Electrical Engineer in Training II	\$110	GIS Specialist	\$100
Engineer in Training II	\$100	GIS Technician	\$87
Engineer in Training I	\$93	Water Rights Specialist III	\$150
Senior Hydrogeologist	\$160	Water Rights Specialist II	\$130
Hydrogeologist II	\$115	Water Rights Specialist I	\$110
Hydrogeologist I	\$100	Water Rights Technician III	\$105
Electrical Engineer	\$150	Water Rights Technician II	\$95
Construction Inspector III	\$115	Water Rights Technician I	\$75
Construction Inspector II	\$110	Regulatory & Env. Specialist	\$100
Construction Inspector I	\$95	Professional Surveyor	\$140
Project Assistant	\$93	Survey Technician III	\$115
Admin IV	\$100	Survey Technician II	\$100
Admin III	\$90	Survey Technician I	\$80
Admin II	\$80	1 Man Survey Crew	\$135
Admin I	\$65	2 Man Survey Crew	\$250
Intern	\$45	Utility Operator	\$120

Other Fees and Charges:

1. All direct project expenses, including subconsultants, will be billed at actual cost plus 15%.
2. Standard vehicles used for travel to meetings, deliveries, etc. will be charged at the current federal reimbursement rate. Trucks used for surveying, mining projects, or other special cases will be charged at \$0.75 per mile.
3. An overtime surcharge of 25% will be applied to the hourly rates of non-salaried employees for authorized overtime work.
4. Different survey and construction inspection labor rates will apply on prevailing wage projects. Rates for prevailing wage projects will be provided on a case by case basis.



CITY OF ELKO
CITY OFFICES
1751 COLLEGE AVENUE
ELKO, NEVADA 89801
(775)777-7210
FAX (775)777-7219

Wednesday February 24, 2021

Acha Construction LLC
321 VFW Drive
Elko, NV 89801
775-388-4222

RE: 5th Street Park, Parking Lot Project

Based upon the City Council's February 23, 2021 meeting, your Base Bid Proposal in the amount of \$ 273,451.40 for the above-mentioned project was accepted. Please find enclosed the "Notice of Award" and three counterparts of the Contract documents.

Upon receipt please complete, affix signatures and include the following required documents.

- Notice of Award
- Contract
- Payment Bond
- Performance Bond
- Apprenticeship Utilization Act forms (visit labor.nv.gov for information required or call the City Clerk)

When completed, return two copies of the Notice of Award, all three counterparts of the Contract documents, along with certification of insurance coverage within twenty (20) days of receipt of these documents, addressed to:

City of Elko
City Clerk's Office
1751 College Avenue
Elko, NV 89801

Upon receipt of the requested information, the Contract Documents will be reviewed and executed by the City of Elko. One counterpart will be returned to you for your records.

Should you have any questions please do not hesitate to contact the City Clerk's Office at 775- 777-7126.

Sincerely,


James Wiley, Park & Recreation Director

Enclosures cc w/o enclosures:
Kelly Wooldridge, City Clerk
Bob Thibault, City of Engineer



CITY OF ELKO
1751 College Avenue, Elko, NV 89801
(775) 777-7100 * www.elkocity.com

EXHIBIT 11 - NOTICE OF AWARD

TO: Acha Construction LLC.
321 VFW Drive
Elko, NV 89801

DATE: March 3, 2021
PROJECT: 5th Street Park - Parking Lot

YOU ARE HEREBY NOTIFIED that the City of Elko has accepted your bid for the above Project in the amount of \$273,451.40 which amount does not include Additive Alternates identified in this Notice of Award.

Within **TWENTY (20)** calendar days of receipt this Notice of Award, you must complete, sign and deliver to the City of Elko: (1) this Notice of Award with the fully executed Acceptance of Notice; (2) the Public Works Contract, executed by a person authorized to sign on your behalf; (3) the Performance Bond; (4) the Payment Bond; and (5) evidence of all insurance required to perform the Project. If you fail to meet any of these requirements, the City of Elko will be entitled, in its discretion, to consider all of your rights arising out of its acceptance of your bid as abandoned and as a forfeiture of your Bid Bond, entitling the City of Elko to the full amount of the Bid Bond. The City of Elko will also be entitled to such other rights as may be allowed by law.

You are further advised that this Award constitutes conditional acceptance of your bid, subject to the City of Elko executing and delivering to you a fully executed copy of the Public Works Contract. Prior to the delivery of a fully executed copy of the Public Works Contract, the Elko City Council may, in its discretion, decide to reject all bids (including your bid) and perform the work itself, rebid the Project or not proceed with the Project.

If indicated below, the scope of this Project is subject to the following Additive Alternates (attach additional sheets if necessary):


All communications with the City regarding this Project through the time a contract is executed by the City shall be directed to the Office of the Elko City Clerk. In the event the City determines that a bidder has attempted to communicate with any City official or employee in violation of the preceding sentence, the City may, in its discretion, reject that bid (even after a Notice of Award has been issued) on the ground that rejection of the bid serves the public interest.



CITY OF ELKO
1751 College Avenue, Elko, NV 89801
(775) 777-7100 * www.elkocity.com

DATED this 3rd day of March, 2021.

CITY OF ELKO

By: 
James Wiley

Title: Parks & Recreation Director

ACCEPTANCE OF NOTICE

Receipt of this Notice of Award is hereby acknowledged this ___ day of _____
20____.

CONTRACTOR (BIDDER): _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF SIGNATORY: _____

TITLE OF SIGNATORY: _____



City of Elko
Redevelopment Agency
1751 College Avenue
Elko, NV 89801

March 3, 2021

MKD Construction
20 Stokes Dr.
Mound House, NV 89706
775-848-1448

Re: RDA- Downtown Corridor – Block End Project

Based upon the City of Elko's Redevelopment Agency's February 23, 2021 meeting, your Base Bid Proposal in the amount of \$ 589,999.00 for the above-mentioned project was accepted. Please find enclosed the "Notice of Award" and three counterparts of the Contract documents.

Upon receipt please complete, affix signatures and include the following required documents.

- Notice of Award
- Contract (All 3 copies)
- Payment Bond
- Performance Bond
- Apprenticeship Utilization Act forms (visit labor.nv.gov for more information)

When completed, return two copies of the Notice of Award, all three counterparts of the Contract documents, as well as a certification of insurance coverage within twenty (20) days of receipt of these documents, addressed to:

City of Elko
City Clerk's Office
1751 College Avenue
Elko, NV 89801

Upon receipt of the requested information by the City of Elko – Redevelopment Agency, the Contract documents will be executed and one counterpart will be returned for your records.

Should you have any questions please do not hesitate to contact Elko City Clerk's Department at 775-777-7126

Sincerely,

Cathy Laughlin - Redevelopment Manager / City Planner

Enclosures cc w/o enclosures:

Kelly Wooldridge, City of Elko - Clerk
James Wiley, City of Elko Park & Recreation Director
Bob Thibault, City of Elko -Engineer



ELKO REDEVELOPMENT AGENCY
1751 College Avenue, Elko, NV 89801
(775) 777-7100 * www.elkocity.com

EXHIBIT 11 - NOTICE OF AWARD

TO: <u>MKD Construction Co.</u>	DATE: <u>3/3/21</u>
<u>20 Stokes Dr.</u>	PROJECT: <u>DOWNTOWN CORRIDOR</u>
<u>Mound House, NV 89706</u>	<u>BLOCK ENDS PROJECT</u>

YOU ARE HEREBY NOTIFIED that the Elko Redevelopment Agency has accepted your bid for the above Project in the amount of **\$589,999.00**, which amount includes the Additive Alternates identified in this Notice of Award.

Within **TWENTY (20)** calendar days of receipt this Notice of Award, you must complete, sign and deliver to the Elko Redevelopment Agency: (1) this Notice of Award with the fully executed Acceptance of Notice; (2) the Public Works Contract, executed by a person authorized to sign on your behalf; (3) the Performance Bond; (4) the Payment Bond; and (5) evidence of all insurance required to perform the Project. If you fail to meet any of these requirements, the Elko Redevelopment Agency will be entitled, in its discretion, to consider all of your rights arising out of its acceptance of your bid as abandoned and as a forfeiture of your Bid Bond, entitling the Elko Redevelopment Agency to the full amount of the Bid Bond. The Elko Redevelopment Agency will also be entitled to such other rights as may be allowed by law.

You are further advised that this Award constitutes conditional acceptance of your bid, subject to the Elko Redevelopment Agency executing and delivering to you a fully executed copy of the Public Works Contract. Prior to the delivery of a fully executed copy of the Public Works Contract, the Elko Redevelopment Agency may, in its discretion, decide to reject all bids (including your bid) and perform the work itself, rebid the Project or not proceed with the Project.

If indicated below, the scope of this Project is subject to the following Additive Alternates (attach additional sheets if necessary):

All communications with the Agency regarding this Project through the time a contract is executed by the Agency shall be directed to the Office of the Elko City Clerk. In the event the Elko Redevelopment Agency determines that a bidder has attempted to communicate



ELKO REDEVELOPMENT AGENCY
1751 College Avenue, Elko, NV 89801
(775) 777-7100 * www.elkocity.com

with any City official or employee in violation of the preceding sentence, the Agency may, in its discretion, reject that bid (even after a Notice of Award has been issued) on the ground that rejection of the bid serves the public interest.

DATED this 3rd day of March, 2021.

Elko Redevelopment Agency

By: Cathy Laughlin
Cathy Laughlin

Title: City of Elko – Redevelopment Manager / City Planner

ACCEPTANCE OF NOTICE

Receipt of this Notice of Award is hereby acknowledged this ___ day of _____
20__.

CONTRACTOR (BIDDER): _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF SIGNATORY: _____

TITLE OF SIGNATORY: _____



CITY OF ELKO
CITY OFFICES
1751 COLLEGE AVENUE
ELKO, NEVADA 89801
(775)777-7210
FAX (775)777-7219

March 3, 2021

Farr Construction, DBA: Resource Development
1050 Linda Way
Sparks, NV 89431
775-842-9174

RE: Ruby Vista Water Storage Tank No. 2, Recoating Project

Based upon the City Council's February 23, 2021 meeting, your Base Bid Proposal in the amount of \$534,515.00 for the above-mentioned project was accepted. Please find enclosed the "Notice of Award" and three counterparts of the Contract documents.

Upon receipt please complete, affix signatures and include the following required documents.

- Notice of Award
- Contract
- Payment Bond
- Performance Bond
- Apprenticeship Utilization Act forms (visit labor.nv.gov for more information required or contact our City Clerks Department at 775-777-7126)


When completed, return two copies of the Notice of Award, all three counterparts of the Contract documents, along with a current certification of insurance coverage. Please return the documents within twenty (20) days of receipt of receiving these forms. Addressed to:

City of Elko
City Clerk's Office
1751 College Avenue
Elko, NV 89801

Upon receipt of the requested information by the City of Elko, the Contract documents will be reviewed and executed by the City of Elko. One counterpart will be returned for your records.

Should you have any questions please do not hesitate to contact myself at 775-777-7212.

Sincerely,


Dale Johnson
Utilities Director

Enclosures cc w/o enclosures:
Kelly Wooldridge, City Clerk
Clark Phillips, City of Elko Water/Sewer Superintendent
Ferron Konakis, Farr West Engineering, LLC



CITY OF ELKO

1751 College Avenue, Elko, NV 89801

(775) 777-7100 * www.elkocity.com

EXHIBIT 11 - NOTICE OF AWARD

TO: Farr Construction Company
DBA: Resource Development Company
1050 Linda Way
Sparks, NV 89431

DATE: Wednesday March 3, 2021
PROJECT: CITY OF ELKO RUBY
VISTA WATER STORAGE TANK No. 2
REPAIRS AND RECOATING PROJECT 2021
(PWP-EL-2021-093)

YOU ARE HEREBY NOTIFIED that the City of Elko has accepted your bid for the above Project in the amount of **\$534,515.00** which amount does not include any Additive Alternates identified in this Notice of Award.

Within **TWENTY (20)** calendar days of receipt this Notice of Award, you must complete, sign and deliver to the City of Elko: (1) this Notice of Award with the fully executed Acceptance of Notice; (2) the Public Works Contract, executed by a person authorized to sign on your behalf; (3) the Performance Bond; (4) the Payment Bond; and (5) evidence of all insurance required to perform the Project. If you fail to meet any of these requirements, the City of Elko will be entitled, in its discretion, to consider all of your rights arising out of its acceptance of your bid as abandoned and as a forfeiture of your Bid Bond, entitling the City of Elko to the full amount of the Bid Bond. The City of Elko will also be entitled to such other rights as may be allowed by law.

You are further advised that this Award constitutes conditional acceptance of your bid, subject to the City of Elko executing and delivering to you a fully executed copy of the Public Works Contract. Prior to the delivery of a fully executed copy of the Public Works Contract, the Elko City Council may, in its discretion, decide to reject all bids (including your bid) and perform the work itself, rebid the Project or not proceed with the Project.

If indicated below, the scope of this Project is subject to the following Additive Alternates (attach additional sheets if necessary):

All communications with the City regarding this Project through the time a contract is executed by the City shall be directed to the Office of the Elko City Clerk. In the event the City determines that a bidder has attempted to communicate with any City official or employee in violation of the preceding sentence, the City may, in its discretion, reject that bid (even after a Notice of Award has been issued) on the ground that rejection of the bid



CITY OF ELKO
1751 College Avenue, Elko, NV 89801
(775) 777-7100 * www.elkocity.com

serves the public interest.

DATED this 3rd day of March, 2021.

CITY OF ELKO

By: 
Dale Johnson

Title: Utilities Director

ACCEPTANCE OF NOTICE

Receipt of this Notice of Award is hereby acknowledged this ___ day of _____
20__.

CONTRACTOR (BIDDER): _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF SIGNATORY: _____

TITLE OF SIGNATORY: _____



February 23, 2021

Mr. Dennis Strickland
Public Works Director
City of Elko
1751 College Avenue
Elko, NV 89801

**Re: City of Elko – Spruce Road Rehabilitation Project
Proposal for Engineering and Related Services**

Dear Mr. Strickland, City Staff and Council,

A.M. Engineering (A.M.) appreciates the opportunity to continue to provide the City of Elko (City) with Engineering and related services. As requested, this proposal identifies Network Control Establishment, Topographic & Planimetric Surveying, Engineering Analysis, Engineering Design and related services. Such tasks are sculpted to provide professional Engineer of Record services, establishing detailed contract documents for the purpose of competitive bidding of a certified Public Works Project.

Project Understanding

It is our understanding that the scope for this project is to prepare Design, Specification and City Contract documents for the **Spruce Road Rehabilitation Project**. ADA Pedestrian Access facilities will be designed at the locations, specified by Staff. As outlined, ADA Access will be perpetuated on the North Side of Spruce Road, ensuring ADA connectivity throughout the project. Such a plan will extend from Mountain City Highway to 5th Street. With the project abutting existing NDOT Right of way (ROW) at Mountain City Highway, the project is expected to remain North of NDOT ROW. An NDOT Encroachment Permit may be required, in order to perform adequate tie-in at NDOT ROW. We assume all improvements are to remain within the parameters of Spruce Road and outside NDOT ROW as outlined below.

For your review, we anticipate our design services to encompass document Submittal(s) of:

- 30%
- 60%
- 90%
- 100%

Each submittal will be accompanied by an Engineer's Estimate, Demolition Plan, Plan & Profile Roadway Design, Stormwater Infrastructure Design, Utility Raising and Grading Plans along with associated details. Spruce Road is approximately .91 Miles.

Project Scope

Based on the Project Understanding, we propose to perform the following scope of work on a **Fixed Fee Basis**.

Task 1 – Survey Control Network & Aerial Drone Photogrammetry

This task will begin with the establishment of ground control survey points encompassing an area of roughly .91 miles of Roadway, roughly 8 acres. Such data shall be stored in AutoCAD and georeferenced in the correct state plane coordinate system. Referencing the established ground control, our team will then perform aerial photogrammetry in order to complete the aerial survey of the expected 8 acre site. The combined ground and aerial data will allow our team to obtain the necessary data to create a full site Orthomosaic photograph. The photographs will be compiled, registered and stitched to create a usable segmented file. Such a file will be uploadable into AutoCAD and be viewed as one uniform Orthomosaic. We will also provide one monolithic Orthomosaic file, which is a stitch collection of all the sites photos, combined as one site photograph.

Accompanying this task, our team will utilize the registered photometric data to create a topographic surface. The surface will encompass the entire 8 acre site, compiled from millions of point data established by the proposed fly over. Such data will then be reduced and a workable surface model will be created. Such a model will be in AutoCAD format as a Tin Surface model, with triangulation and 1' contour data intervals.

Task 2 – Field Survey & Base Map Creation

This task will include records research, data collection, field surveying, data reduction, base map compilation, boundary and easement document identification. **A.M.** will conduct records research, and obtain current documentation and mapping regarding all the parcels along the proposed roadway alignments outlined in herein. We will utilize Elko County on-line parcel database and local office resources to obtain record documentation and mapping regarding the existing boundaries, easements, and/or Right-of-Ways associated with the subject site. Our team will then conduct boundary, planometric and topographic surveys of the sites roughly 4,800 feet (.91 miles) of roadway and the adjoining areas to facilitate the design of the proposed roadway rehabilitation project construction, to ensure additional survey is not needed. The survey will consist of gathering survey data associated with ground topography and drainage features, existing hardscape improvements, surface evidence of existing utilities (Water, Gas, Power), existing sanitary sewer infrastructure (i.e. manholes, cleanouts, invert dips, private parcel laterals), planometrics (trees, buildings, fences, power poles, etc.), and other pertinent physical features.

A.M. will then utilize record information and the data gathered in the field for the subject property to prepare a digital base map for the project site. The digital base map will depict the existing ground topography in one foot contour intervals, parcel boundaries, adjacent roadways, easements and ROW, existing site improvements, and evidence of existing utility services as described above. We will also set four - six ½" rebar w/ plastic cap control points adjacent to the site to be used as survey reference points during the construction phase of the project.

A.M. will utilize our in-house drone program to supplement the massive survey project at hand. This will allow for our firm to confidently obtain basemap information, in order to provide a reliable plan set, encompassing a full 3D surface, stitched geolocated HD imagery and hard survey data.

Project Limits: Spruce Road

- Bid Primary – Bus Route
- .91 Miles +/-
 - **Start: Mountain City Highway** **End: 5th Street**

**Task 3 – Design Documents, City Contract Template & Technical Specifications**

To begin this task, **A.M.** will conduct a site investigation to familiarize ourselves with the project limits, identify potential conflicts and work with the City to further discuss the expectations and project goals. Once we have identified the final project goals, we will advance into compiling a preliminary layout of the roadway networks. Acting as a project “road map”; the conceptual plan will identify the planned improvements to be constructed. Such a plan will be labeled a 30% design submittal. The City can expect subsequent submittals at 60% and 100% design level. Each submittal will contain an engineer’s estimate.

A.M. will prepare 11" x 17" or 24" x 36" Demolition Roadway Design and Grading Plans along with associated details to supplement the projects contract documents. Design sheets will be identified in a Plan and Profile format, illustrating the proposed roadway, in relation to the existing and proposed finish grade elevations. Under this task, we will utilize the topographic survey data obtained in the previous tasks to establish accurate improvement plans. All items are developed in a 3D format, and integrated into the final design model.

Such plans will convey the installation of roadway networks, the vertical profile and the new surface infrastructure created by the project improvements. As conveyed by Staff, such improvement design will include: minimum roadway of 24 feet in width, but in cases roughly 45 feet. Additional design considerations will be taken at different sections of the roadway to ensure adequate design features, for the intended roadway usage.

Bus routes included in the project limits, will be given design features, that may not be suitable for east Presidential. Therefore, our design team will properly allocate design requirements to

appropriately match the needed usage, with cost effectiveness and safety at the forefront of the project decisions.

We anticipate our design services to encompass 30%, 60%, 90% and 100% Design Document Submittal(s). Each submittal will be accompanied by an Engineer's Estimate, Demolition Plan, Plan & Profile Roadway Design, Stormwater Infrastructure Design, Utility Raising and Grading Plans along with associated details. Spruce Road is approximately .91 Miles.

Project Assumption and Clarifications:

- **A.M.** will submit plans for approval to the Public Works department for construction approval
- **A.M.** will submit Plans to NDOT for an encroachment permit
 - We have allocated 10 hours of meeting and plan review response time, by our Senior Engineer and Project Designer
 - Additional Comments, meetings and addressing of NDOT comments may be billed on a Time and Materials. Owner to be provide approval in writing, prior to embarking on this task.
- **A.M.** will perform a combination of CTB Design Roadway Design, Traditional Roadway Design, Heavy Traffic Load Roadway Design and Overlay Design

Task 4 – Water Department – Well 15 Component

A.M. will prepare 11" x 17" or 24" x 36" Demolition, Design and Utility Plans along with associated details to supplement the projects contract documents. Design sheets will be identified in a Plan and Profile format, illustrating the proposed Well 15 Discharge into a series of stormwater collection systems. Under this task, we will utilize the topographic survey data obtained in the previous tasks to establish accurate improvement plans. All items are developed in a 3D format, and integrated into the final design model.

As instructed by you, our team is expected to combine this task to the base bid component of this project. Such a base bid item will be delineated as Well 15, but remaining within the base bid contract.

Task 5 – On Call Services

A.M. will be available to complete additional work not otherwise specified in this scope of services and as requested by the Owner's representative. **A.M.** shall receive written authorization from the Owner's representative prior to commencing any work under this task. Work performed under this task will be billed on a time and materials basis in accordance with our current fee schedule (Exhibit 1).

Task 6 – Reimbursables

Any fees or other associated project costs incurred by **A.M.**, such as shipping costs, permit fees, fees paid by **A.M.**, or other reimbursable expenses will be billed under this task. Additional production of plans and specifications as requested by the Owners Representative will also be billed under this task on a time and materials basis in accordance with our current fee schedule. All items billed under this task will be billed at cost plus 15% markup to cover our overhead expenditures.

Fees

We are pleased to offer the following fees centered on a **Fix Fee Basis**:

Task	Description	Fee
1	Survey Control Network & Aerial Drone Photogrammetry	Per Attached Exhibit 2 \$169,500
2	Field Survey & Base Map Compilation	
3	Design Documents, City Contract & Technical Specifications	
4	Well 15 Component	
	Total:	
5	On-Call Services	T&M
6	Reimbursables	T&M

We understand the City of Elko would prefer to utilize their standard form of agreement, please provide the agreement and attach/reference this proposal as an exhibit thereto (PR20.053). We are more than happy to modify the contract in order to accommodate work outside of the scope of work identified herein. Such items can be addressed in the "On Call Services" task under a time and materials basis and added as an amendment to the agreement.

A.M. will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1½% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing **A.M. Engineering** to provide you with this proposal. Please do not hesitate to contact me if you have questions.

Sincerely,



Aaron K. Martinez, P.E.
Principal Engineer / Owner

A.M. ENGINEERING

CITY OF ELKO
SPRUCE ROAD REHABILITATION PROJECT
PREDESIGN - PROBABLE COST ESTIMATE
2/19/2021



Primary Bid

Item	Quantity	Unit	Unit Cost	Item Total
Overhead				
Mobilization/Demobilization/Profit	1	LS	\$ 132,002.81	\$ 132,002.81
Demolition				
5 (ft) Concrete Sidewalk	1,500	SF	\$ 6.50	\$ 9,750.00
Type I Curb and Gutter	600	LF	\$ 10.00	\$ 6,000.00
Pulverization & 4-Inch Haul Off/Transport	2,907	CY	\$ 16.00	\$ 46,505.25
Mass Grading				
Back of Sidewalk (5% Taper, Compacted In Place)	3,734	SY	\$ 14.00	\$ 52,277.56
CTB	0	SY	\$ 1.40	\$ -
Surface Improvements				
Concrete Sidewalk (5' wide, 4" Thick)	3,250	SF	\$ 8.50	\$ 27,625.00
ADA Access Ramp (5' wide, 4" Thick)	1,138	SF	\$ 29.00	\$ 32,987.50
Concrete Driveway/Sidewalk (5' wide, 6" Thick)	800	SF	\$ 29.00	\$ 23,200.00
Type I Curb and Gutter	2,500	LF	\$ 20.25	\$ 50,625.00
6" Post Curb	500	LF	\$ 17.66	\$ 8,830.00
Intersection Spandrel & 6' Valley Gutter	1,500	SF	\$ 29.00	\$ 43,500.00
Type II Agg. Base	500	CY	\$ 17.00	\$ 8,500.00
Asphaltic Concrete Roadway (5-Inch Section)	235,435	SF	\$ 4.20	\$ 988,827.84
Signage Relocation	8	EA	\$ 800.00	\$ 6,400.00
Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00
Centerline Survey Monuments	4	EA	\$ 1,875.00	\$ 7,500.00
Utility - Water Valve Box Lowering & Raising	1	LS	\$ 18,000.00	\$ 18,000.00
Landscaping	1	LS	\$ 35,000.00	\$ 35,000.00
Contingency	1	%	0%	\$ -
Contract Management, Permitting, Engineering	1	%	\$ 151,253.10	\$ 151,253.10
				\$ 1,663,784.06

Water Department - Well 15 Component	Quantity	Unit	Unit Cost	Item Total
Open Air - Non-Affixed Steel Pipe Connect on w/ Shutoff	1	LS	\$ 9,800.00	\$ 9,800.00
BFG Well Discharge - Modified Concrete Drop Inlet 3R	1	EA	\$ 7,500.00	\$ 7,500.00
Type 4R Concrete Catch Basin	3	EA	\$ 2,200.00	\$ 6,600.00
Type 3R Concrete Catch Basin (Remove and Replace)	1	EA	\$ 5,500.00	\$ 5,500.00
16-Inch HDPE Storm Drain Pipe	1,251	LF	\$ 42.00	\$ 52,542.00
Type I Curb and Gutter	514	LF	\$ 20.25	\$ 10,408.50
6" Post Curb	0	LF	\$ 17.66	\$ -
Intersection Spandrel & 6' Valley Gutter	625	SF	\$ 29.00	\$ 18,125.00
Type II Agg. Base	115	CY	\$ 17.00	\$ 1,955.00
Asphaltic Concrete & Driveway Patch	15,140	SF	\$ 4.00	\$ 60,560.00
Signage Relocation	2	EA	\$ 800.00	\$ 1,600.00
Traffic Control	1	LS	\$ 4,500.00	\$ 4,500.00
Utility - Water Valve Box Lowering & Raising	1	LS	\$ 3,500.00	\$ 3,500.00
Contingency	1	LS	15%	\$ 26,863.58
Contract Management, Permitting, Engineering	1	LS	\$ 18,259.05	\$ 18,259.05
				\$ 227,713.13



Standard Fee Schedule
January 1, 2021

Engineering	Per Hour
Project Manager	\$160.00
Senior Engineer	\$160.00
Project Engineer	\$145.00
Project Designer	\$105.00
Drafting Technician	\$95.00

Construction Services	Per Hour
Construction Service Engineer	\$160.00
Construction Service Supervisor	\$145.00
Senior Inspector (Includes Equipment)	\$115.00
Field Technician I/II (Includes Equipment)	\$105.00

Construction Surveying	Per Hour
Professional Land Surveyor	\$160.00
Party Chief	\$145.00
UAV Drone Pilot	\$125.00
Survey Technician II/III	\$125.00

Equipment	Per Hour
High Accuracy – 3D Laser Scanner (Data Storage Separate)	\$250.00
Trimble Robotic S8 - 1" Total Station Equipment	\$125.00
UAV Drone	\$125.00
Trimble R8 GNSS Survey Equipment (GPS)	\$85.00

Administrative Services	Per Hour
Clerical	\$65.00
Plan Printing 24" x 36"	\$4.45 PP
Plan Printing 11" x 17"	\$1.10 PP
Plan Printing 8.5" x 11"	\$0.55 PP

- ✚ Fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%)
- ✚ Field Staff rates include standard equipment, vehicle, communication and gas within a 45 mile radius. Additional mileage rates apply thereafter
 - Standard Equipment includes basic essentials:
- ✚ Equipped Vehicle, Cell Phone, Data Tablet/Laptop and PPE
- ✚ Fees for Prevailing Wage Rate projects are available upon request

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible authorization to purchase a 2.223 acre parcel, referred to as APN 001-630-087, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 9, 2021**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **20 Minutes**
5. Background Information: **In consideration of a possible purchase, staff obtained an appraisal for the parcel APN 001-630-087. The appraisal dated February 9, 2021, conducted by Valbridge Property Advisors indicates an as-is market value of \$175,000.00. The property could be used for possible Elko Police Department expansion or other uses to meet City of Elko needs. CL**
6. Budget Information:

Appropriation Required: \$175,000.00
Budget amount available: NA
Fund name: NA
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Appraisal dated February 9, 2021 conducted by Valbridge Property Advisors and email correspondence with Listing agent and staff.**
9. Recommended Motion: **Authorize staff to continue with the purchase of APN 001-630-087 with an offer of \$175,000.00.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:



Valbridge
PROPERTY ADVISORS

Appraisal Report

Vacant Land
184 Walters Ct
Elko, Elko County, Nevada 89801

Report Date: February 9, 2021



FOR:

City of Elko
Mr. Reece Keener
Mayor
1751 College Avenue
Elko, NV 89801

**Valbridge Property Advisors |
Las Vegas**

3034 S. Durango Drive #100
Las Vegas, NV 89117
702-242-9369 phone
702-242-6391 fax
valbridge.com

Valbridge File Number:
NV02-21-0010



3034 S. Durango Drive #100
Las Vegas, NV 89117
702-242-9369 phone
702-242-6391 fax
valbridge.com

February 9, 2021

Gary Hardy
702-242-9369
ghardy@valbridge.com

Mr. Reece Keener
Mayor
City of Elko
1751 College Avenue
Elko, NV 89801

RE: Appraisal Report
Vacant Land
184 Walters Ct
Elko, Elko County, Nevada 89801

Dear Mr. Keener:

In accordance with your request, we have performed an appraisal of the above referenced property. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. This letter of transmittal does not constitute an appraisal report and the rationale behind the value opinion reported cannot be adequately understood without the accompanying appraisal report.

The subject property, as referenced above, is located on the west side of Walters Court, 460 feet south of Silver Street and is further identified as tax parcel number 001-630-087. The subject site is a 2.22-gross acre or 96,834-gross-square-foot parcel. Documents provided to us by the client show that there are easements along the west, south, and east side of the subject site and the usable area was calculated at 0.99 usable acres or 43,142 usable square feet. These documents are included in the addenda of this report. The subject property consists of vacant land located southwest of Walters Court and Silver Street, on the north side of the Railroad tracks at the eastern end of the City of Elko.

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them.

The client in this assignment is City of Elko and the intended user of this report is City of Elko and no others. The sole intended use is for potential purchase. The value opinion reported herein is subject to the definitions, assumptions, limiting conditions, and certifications contained in this report.

The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions:

- There are no extraordinary assumptions used in this appraisal assignment.

Hypothetical Conditions:

- There are no hypothetical conditions used in this appraisal assignment.

Based on the analysis contained in the following report, our value conclusions are summarized as follows:

Value Conclusion

Component	As Is
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Value	February 2, 2021
Value Conclusion	\$175,000
	\$4.06 psf

Respectfully submitted,
Valbridge Property Advisors | Las Vegas



Gary Hardy
Senior Appraiser
Nevada License #A.0207789-CG
License Expires 10-31-2022

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Summary of Salient Facts

Property Identification

Property Name	Vacant Land
Property Address	184 Walters Ct Elko, Elko County, Nevada 89801
Latitude & Longitude	40.837557, -115.750633
Census Tract	95.13
Tax Parcel Number	001-630-087
Property Owner	Parrado Partners LP

Site

Zoning	Light Industrial District (ZLI)
FEMA Flood Map No.	32007C5609E
Flood Zone	Zone X (shaded) and Zone AH
Gross Land Area	96,834 square feet
Usable Land Area	43,142 square feet

Valuation Opinions

Highest & Best Use - As Vacant	Office
Reasonable Exposure Time	6 to 12 months
Reasonable Marketing Time	6 to 12 months

Value Conclusion

Component	As Is
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Value	February 2, 2021
Value Conclusion	\$175,000
	\$4.06 psf

Aerial and Front Views

AERIAL VIEW FAR



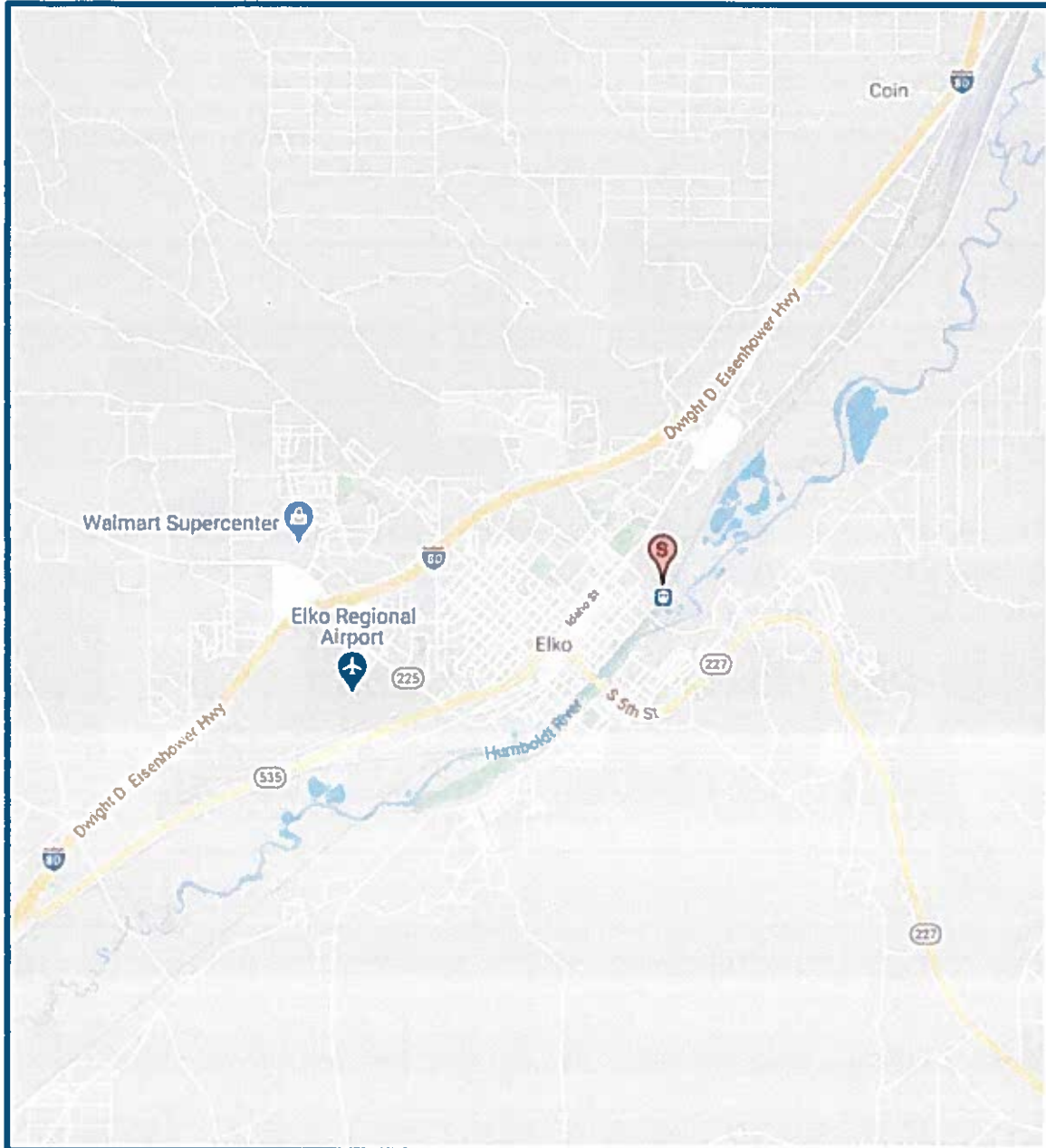
AERIAL VIEW CLOSE



FRONT VIEW



Location Map



Introduction

Client and Intended Users of the Appraisal

The client in this assignment is the City of Elko and the sole intended user of this report is the City of Elko. Under no circumstances shall any of the following parties be entitled to use or rely on the appraisal or this appraisal report:

- i. The borrower(s) on any loans or financing relating to or secured by the subject property,
- ii. Any guarantor(s) of such loans or financing; or
- iii. Principals, shareholders, investors, members or partners in such borrower(s) or guarantors.

Intended Use of the Appraisal

The sole intended use of this report is for a potential purchase.

Real Estate Identification

The subject property is located at 184 Walters Ct, Elko, Elko County, Nevada 89801. The subject property is further identified by the tax parcel number 001-630-087.

Legal Description

Being a portion of Sections 11 and 14, Township 34 North, Range 55 East, M.D.B. & M.

Use of Real Estate as of the Effective Date of Value

As of the effective date of value, the subject was vacant land.

Use of Real Estate as Reflected in this Appraisal

The opinion of value for the subject as is reflects use as vacant land.

Ownership of the Property

According to Elko County Assessor records, title to the subject property is vested in Parrado Partners LP.

History of the Property

Ownership of the subject property has not changed within the past three years.

Analysis of Listings/Offers/Contracts

The subject property is not offered for sale on the open market. The property was listed for sale for \$168,850 in August 2020 but the listing was removed in November 2020, according to trulia.com. Our opinion of market value is 3.6% above the list price considered to be reasonable. We have reviewed other sales listed that were sold by the seller and noted that they prefer fewer days on market which can result in slightly lower list and sale prices.

Type and Definition of Value

The appraisal problem is to develop an opinion of the market value of the subject property. "Market Value," as used in this appraisal, is defined as "the most probable price that 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:

- *Buyer and seller are typically motivated.*
- *Both parties are well informed or well advised, each acting in what they consider their own best interests;*
- *A reasonable time is allowed for exposure in the open market;*
- *Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- *The price represents the normal consideration for the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale."*¹

The value conclusions apply to the value of the subject property under the market conditions presumed on the effective date of value. Please refer to the Glossary in the Addenda section for additional definitions of terms used in this report.

Valuation Scenarios, Property Rights Appraised, and Effective Dates of Value

Per the scope of our assignment, we developed opinions of value for the subject property under the following scenarios of value:

Valuation Scenario	Effective Date of Value
As Is Market Value of the Fee Simple Interest	February 2, 2021

I completed an appraisal inspection of the subject property on February 2, 2021.

Date of Report

The date of this report is February 9, 2021.

List of Items Requested but Not Provided

- We were provided with all information requested.

Assignment Challenges

The subject property is zoned for industrial uses. There are relatively few areas in the subject market zoned for industrial use and even fewer that sell on the open market. We noted that some users will develop industrial uses on commercial zoned land; therefore, we also reviewed and included some commercially zoned land sales in our analysis.

¹ Source: Code of Federal Regulations, Title 12, Banks and Banking, Part 722.2-Definitions

Assumptions and Conditions of the Appraisal

This appraisal assignment and the opinions reported herein are subject to the General Assumptions and Limiting Conditions contained in the report and the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results.

Extraordinary Assumptions

- There are no extraordinary assumptions used in this appraisal assignment.

Hypothetical Conditions

- There are no hypothetical conditions used in this appraisal assignment.

Scope of Work

The elements addressed in the Scope of Work are (1) the extent to which the subject property is identified, (2) the extent to which the subject property is inspected, (3) the type and extent of data researched, (4) the type and extent of analysis applied, (5) the type of appraisal report prepared, and (6) the inclusion or exclusion of items of non-realty in the development of the value opinion. These items are discussed as below.

Extent to Which the Property Was Identified

The three components of the property identification are summarized as follows:

- Legal Characteristics - The subject was legally identified via an Elko County Assessor's map, Elko County GIS aerial mapping, appraisal district records, and a physical inspection by Gary Hardy.
- Economic Characteristics - Economic characteristics of the subject property were identified via , as well as a comparison to properties with similar locational and physical characteristics.
- Physical Characteristics - The subject was physically identified via an Elko County Assessor's map, Elko County GIS aerial mapping, a physical inspection by Gary Hardy.

Extent to Which the Property Was Inspected

I inspected the subject on February 2, 2021.

Type and Extent of Data Researched

We researched and analyzed: (1) market area data, (2) property-specific market data, (3) zoning and land-use data, and (4) current data on comparable listings and transactions. We also interviewed people familiar with the subject market/property type.

Type and Extent of Analysis Applied (Valuation Methodology)

We observed surrounding land use trends, the condition of any improvements, demand for the subject property, and relevant legal limitations in concluding a highest and best use. We then valued the subject based on that highest and best use conclusion.

Appraisers develop an opinion of property value with specific appraisal procedures that reflect three distinct methods of data analysis: the Cost Approach, Sales Comparison Approach, and Income Capitalization Approach. One or more of these approaches are used in all estimations of value.

- Sales Comparison Approach - In the Sales Comparison Approach, value is indicated by recent sales and/or listings of comparable properties in the market, with the appraiser analyzing the impact of material differences in both economic and physical elements between the subject and the comparables.
- Direct Capitalization: Land Residual Method - The Land Residual Methodology involves estimating the residual net income to the land by deducting from total potential income the portion attributable to the improvements, assuming development of the site at its highest and best use. The residual income is capitalized at an appropriate rate, resulting in an indication of land value.

- Direct Capitalization: Ground Rent Capitalization – A market derived capitalization rate is applied to the net income resulting from a ground lease. This can represent the leased fee or fee simple interest, depending on whether the income potential is reflective of a lease in place or market rental rates.
- Yield Capitalization: Subdivision Development Method – Also known as Discounted Cash Flow Analysis (DCF), the methodology is most appropriate for land having multiple lot development in the near term as the highest and best use. The current site value is represented by discounting the anticipated cash flow to a present value, taking into consideration all necessary costs of development, maintenance, administration, and sales throughout the absorption period.

All of these approaches to value were considered. We assessed the availability of data and applicability of each approach to value within the context of the characteristics of the subject property and the needs and requirements of the client. Based on this assessment, we relied upon the Sales Comparison Approach. Further discussion of the extent of our analysis and the methodology of the approach is provided later in the valuation section.

Appraisal Conformity and Report Type

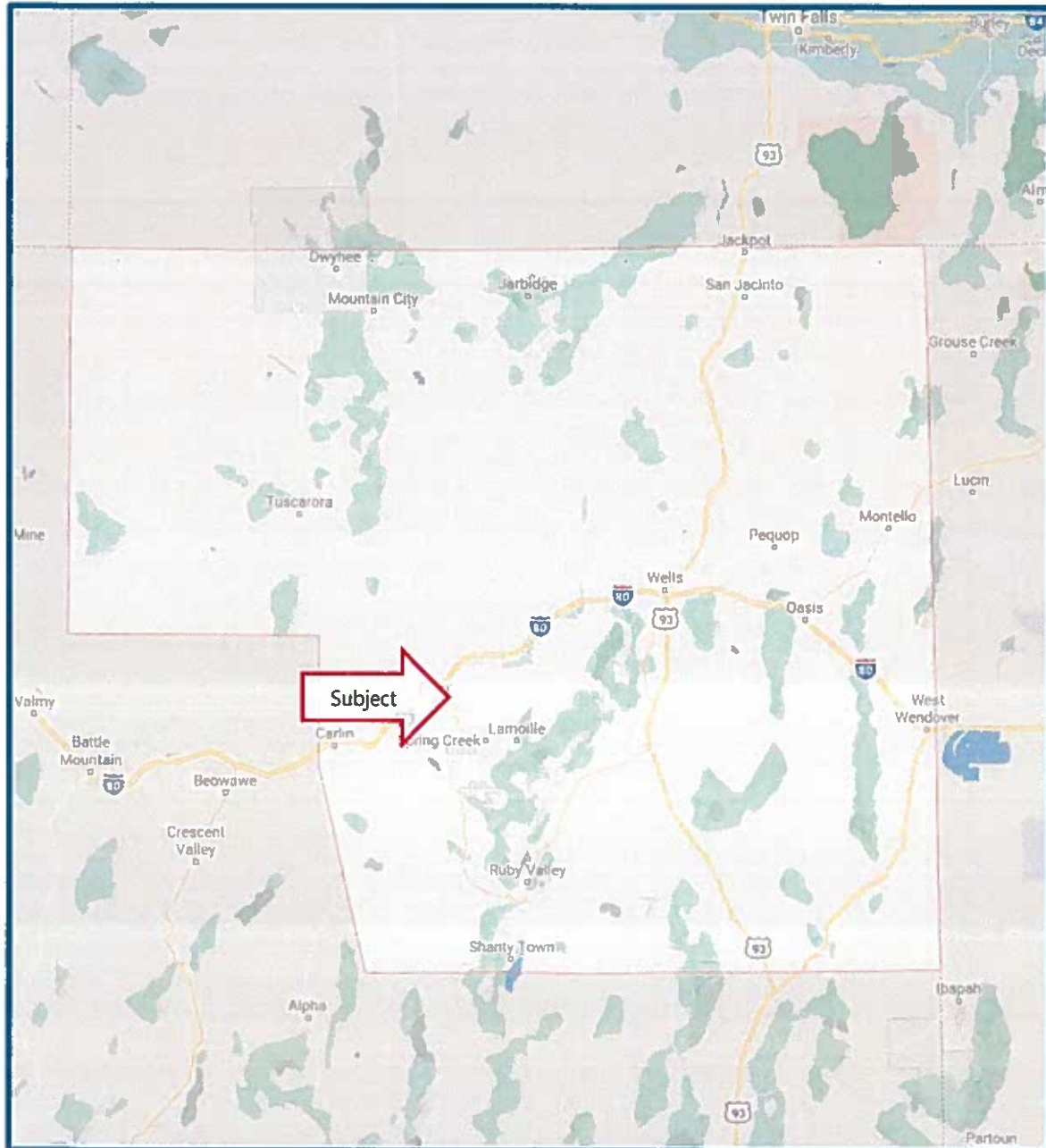
We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them. This is an Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2a.

Personal Property/FF&E

All items of non-realty are excluded from this analysis. The opinion of market value developed herein is reflective of real estate only.

Regional and Market Area Analysis

REGIONAL MAP



Summary of Elko County

The subject property is in Elko County, Nevada, and Elko County covers 17,203 square miles in the northeast corner of the state. Elko County is the fourth largest county in the lower forty-eight states, with a size as big as five of the New England states plus the District of Columbia combined. The county was established in 1869, and has an economy built on mining, ranching, and tourism.

The Central Pacific Railroad gave birth to the towns of Elko, Carlin and Wells in 1868/1869 as railroad tracks were laid through the area. In May 1869, the Golden Spike was driven at Promontory Point, Utah, which finally linked the Central Pacific and Union Pacific Railroad lines, and the railroad operations supported the Elko County communities into the 1900s.

The Elko County communities are generally located above 5,000 feet in elevation and have summer month high temperatures in the 80s and 90s, and winter month high temperatures in the 30s and 40s. Annual precipitation in the towns and valleys is around 10 inches, which comes mostly in the form of snowfall.

Elko County has a current population of 54,426 residents, and mining remains a key economic activity in the county. Northeastern Nevada is the largest gold mining region in the United States, with Barrick Gold Company's Goldstrike Mine being one of the largest producing open pit mines in the world (Over one million ounces of gold have come from the mine.). Barrick's nearby Meikle Mine is the largest producing underground gold mine in North America. Gold mines are located throughout the region, but the most prolific mines are a short drive west of Elko. The mines employ thousands of Elko County residents, and the mining employees are among the highest paid workforce in Nevada, and in the nation. Newmont Mining Corporation is also a big gold producer at its Carlin East Gold Mine in Elko County. Nevada mining produced \$8.76 billion in revenue in fiscal year 2011-12, while Nevada gaming produced \$10.3 billion in 2012.

Ranching is the other primary economic activity in Elko County, and the county is the number one ranching county in Nevada. Elko County has 2.47 million acres of ranch and cropland, with the ranches averaging 6,250 acres in size. A total of about 180,000 acres are irrigated, and there are about 127,000 head of cattle, and 11,000 sheep in the county. In the 2017 United States Department of Agriculture census, Elko County ranked first in the nation in the number of beef cows tabulated. Grazing allotments on Federal lands are an essential component of the cattle raising operations, and 72.7% of Elko County lands are Federally-owned.

Elko County has picturesque mountain ranges and wide valleys with high desert vegetation. Outdoor enthusiasts travel to Elko County to camp, hike, fish, and hunt, and mule deer, elk, and pronghorn antelope populations in the county are typically strong and among the densest in animals per square mile in all of Nevada. Mountain ranges in Elko County such as the Ruby Mountains, and mountains around Jarbidge are well known to outdoorsmen. The Ruby Mountains are 80 miles long and up to 11,387 feet high and have mountain top lakes gouged out by glaciers. Lamoille Canyon is on the west side of the Rubies, 30 miles from Elko, and Lamoille Canyon is 12 miles long and is highly regarded for its scenic beauty. The Ruby Mountains wildlife includes not only mule deer and elk, but also Rocky Mountain sheep and Rocky Mountain goats.

Elko County's four largest communities include Carlin, the City of Elko, Wells, and West Wendover, and all four communities are linked east/west by the I-80 freeway. I-80 was developed in the late 1970s and early 1980s across Northern Nevada. The north/south business and commuter route through Elko County is U.S. 93. U.S. 93 is a primary highway linking Phoenix to Las Vegas and extending north through Nevada and into Idaho. U.S. 93 is 540 miles in length in Nevada, and it is the trucking, commerce, and commuter route to

and through the Eastern Nevada communities of Alamo, Caliente, Panaca, Pioche, Ely, McGill, Wells, and Jackpot. U.S. 93 is a two-lane highway, one lane in each direction, from just north of the Las Vegas Valley, all the way through eastern Nevada.

In recent decades, Elko County has attracted increasing tourism and more recreation visitation. Elko County offers diverse recreational, historical, cultural, and ethnic special events and attractions annually. Besides hunting, fishing, and camping, there are all terrain vehicle outings, cross-country motorcycle races, long range highway auto races, hiking, nature viewing, snow skiing, cross country skiing, and boating. Trail systems throughout the county are being developed for ATVs, mountain biking, horseback rides, hiking, and wildlife viewing. Elko County has been designated as one of the top ten areas in the world for snowmobiling by Super Trax International Magazine.

As indicated, the city of Elko is the largest community in Elko County, and it is also the county seat. The city of Elko straddles the Humboldt River, and it was named the "Best Small Town in America" in Norman Crampton's 1993 book, "The 100 Best Small Towns in America". After it was founded in 1868, Elko went through boom and bust periods, but began to stabilize with the establishment of the railroad line, and hotel/casinos, and as gold mining increased. Mining now accounts for most of the economy, with gambling and ranching taking up the rest.

Elko is in a valley with the Adobe and Independence mountains to the north and west, and the Ruby Mountains to the east and southeast. A bedroom community for Elko called Spring Creek with 12,361 residents is located six miles southeast of Elko. The community was developed in the 1970s and has a shopping center, a golf course, schools, parks, and sports arenas.

The primary communities in Elko County are described briefly as follows:

1. **Elko** has 20,467 residents and was founded in 1868 as a railroad town along the transcontinental railroad system. Elko today is considered to be the capital of Nevada's gold belt. Elko is the largest city between Salt Lake City and Reno (519 miles), and between Las Vegas and Twin Falls, Idaho (528 miles).
2. **Carlin** has a population of 2,277 and Carlin's first residents were Chinese who settled the area in the 1860s to grow vegetables for the railroad workers and for emigrants headed to California. Carlin is an old town with defunct businesses, but there is a motel, along with a hotel built in 1911 that has been converted to a rooming house, and there are some restaurants. There are also some bars, and an interesting footbridge that crosses the railroad tracks. Carlin is said to be the town where the train stops, and the Gold Rush begins. The community is 23 miles west of Elko and is part of the Elko Metropolitan Statistical Area.
3. **Wells** has a population of 1,292 residents, and it too was founded as a railroad town in 1868. It was also once a famous camping site on the Emigrant Trail to California, and the trail experienced heavy use after the discovery of gold in California in 1848. Wells is a crossroads town at the intersection of I-80 and U.S. 93, and as a result, truck stops, convenience stores, and some motels have been built in Wells since the mid-1990s. Wells has casinos at the Flying J truck stop, and at the 4-Way truck stop. There are also a few bars and restaurants.
4. **West Wendover** is a border town on the Nevada/Utah border, and West Wendover has a population of 4,510 residents. West Wendover has been prosperous because of its casinos, but East

Wendover in Utah does not have gambling and has struggled providing services and maintaining infrastructure. Wendover is adjacent to Utah's Bonneville Salt Flats, which is a smooth, white expanse of salt covered land where automobile and motorcycle races are held annually, and where land speed records are periodically set. Wendover has an air base called Wendover Airport today, but it was originally established in 1940 as a U.S. Air Force Base to train bomber pilots, including the Enola Gay atom bomb crew.

5. **Jackpot** is also a border town on the Nevada/Idaho border, and Jackpot has a population of 1,195 residents. Jackpot was founded in 1956 shortly after Idaho banned slot machines, and Jackpot caters to Idaho and neighboring states' gamblers. Jackpot's casino employees and suppliers are primarily from Idaho, and Jackpot was founded entirely on gambling. The Jackpot casinos collectively are the largest employers for southern Idaho, and Twin Falls, Idaho is just 45 miles north of Jackpot. Jackpot has its own schools, golf course, and post office, and while not widely known to, or visited by Nevadans, it is a popular gaming town.

Briefly, the following are some statistics for Elko County from the U.S. Census, the Nevada Department of Employment Training and Rehabilitation, state and county publications, and ESRI:

ELKO COUNTY POPULATION

1970	1980	1990	2000	2010	2020
13,946	17,269	33,770	45,633	48,818	54,426

AGES (2021)

Age Range	% of Population
0-9	15.1%
10-14	7.3%
15-24	13.0%
25-34	15.1%
35-44	12.6%
45-54	11.7%
55-64	12.5%
65+	12.7%

ETHNIC ORIGINS (2021)

Ethnicity	% of Population
White	76.8%
Black	1.2%
American Indian/Eskimo or Aleut	5.5%
Asian or Pacific Islander	1.4%
Hispanic	15.1%

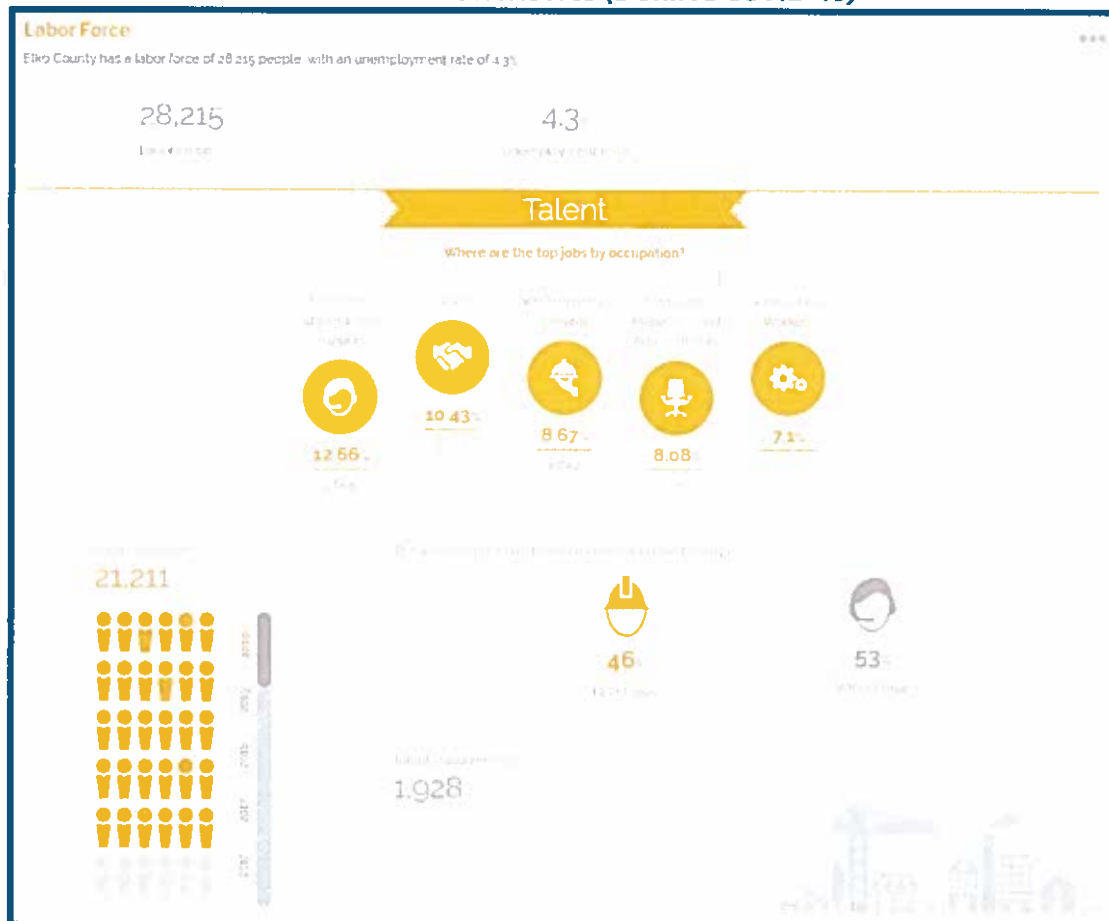
Economy

Per the Northeastern Nevada Regional Development Authority (NNRDA), Elko County has historically been best exemplified through two prominent western characters; the miner and the buckaroo (cowboy). To this day, northeastern Nevada is the leading gold producer in the United States, accounting for approximately 75% of production annually. As a result, Nevada would rank among the top five gold producing countries in the world if it were its own nation.

Elko County acts as the “nucleus” for mining activity in Northern Nevada, containing regional offices for Barrick Gold Corporation (\$GOLD) and Newmont Mining (\$NEM); two of the largest mining companies in the world, as well as the biggest names in mine support such as Komatsu, Caterpillar, Sandvick, etc.

Further, Elko County is home to some of the oldest and longest continually operated ranches in the United States. From the Winecup to the Petan and the multitude in between, these ranches have continued to provide economic sustainability in the region for over a century. In addition to production, producers and ranch hands alike hold tradition in very high regard. Traditional methods of production are not only used in day-to-day operations, but they are also showcased around the region at various annual events including several Ranch Hand Rodeos and the most notable, National Cowboy Poetry Gathering.

LABOR FORCE STATISTICS (DURING COVID-19)



Source: Northeastern Nevada Regional Development Authority

Conclusion

Elko County is a rural county located far from any major population bases, but the county has experienced a 200% increase in population since 1980. Even so, the population is still just 52,778 residents. Elko County is expected to remain a top county in the United States for gold mining and ranching, and it will continue to attract tourists and gamblers from Utah, Idaho, and elsewhere.

City and Neighborhood Analysis

NEIGHBORHOOD MAP



Neighborhood Location and Boundaries

The subject neighborhood is located in the city of Elko. The area is rural in nature.

Market Area/Neighborhood Description

The defined market area/neighborhood encompasses the City of Elko boundaries in the northeast corner of the State of Nevada. The City of Elko lies along the route of the historic California Trail and it was first inhabited in 1868, when it was at the east end of the railroad tracks built by Central Pacific Railroad. When the railroad crews moved on, Elko remained, serving as a center for ranching, mining, rail freight and general supplies.

Elko's economy is based heavily on gold mining, with ranching and tourism providing additional jobs. The city is considered the capital of Nevada's Goldbelt. The state of Nevada produces more gold than all but four countries, and most of the gold from Nevada is mined near Elko. This has caused the town to have a boom-and-bust economy consistent with the rises and declines in the price of gold. The town is surrounded by hundreds of abandoned mining camps and viewing them is a popular local activity.

A gold boom in the 1980s that ended in a bust in the late 1990s left the town with large numbers of abandoned homes and left the local government struggling to survive on reduced tax revenue. When gold began another boom cycle starting in 2009, city officials learned from the previous cycle and decided to build a reserve in the city budget in preparation of a potential future bust.

Transportation Access

Elko is the largest city between Salt Lake City and Reno, located along Interstate 80. Nevada State Route 225 (Mountain City Highway) connects Elko to Owyhee and southern Idaho, while Nevada State Route 227 (Lamoille Highway) extends southeast to Spring Creek and Lamoille.

Passenger bus service to Elko is available on Greyhound Lines, while Amtrak's daily *California Zephyr* provides train passenger service via Elko Station. SkyWest Airlines, operating as Delta Connection, serves Elko Regional Airport (EKO) with regional jet service nonstop to the Delta Air Lines hub in Salt Lake City.

Elko was previously served by United Airlines with scheduled passenger jet service during the 1970s and early 1980s. According to Official Airline Guide, flight schedules as well as the airline's system timetables, United operated Boeing 737-200 jetliners into the Elko Regional Airport on a year-round basis with a daily round trip routing of San Francisco-Reno-Elko-Ely-Salt Lake City. United eventually discontinued all flights into Elko after serving the airport for over 50 years.

Access to the area is considered average.

Neighborhood Land Use

The subject neighborhood is located in an area with primarily residential land uses with industrial properties and hotels along the I-80 freeway. Elko is considered a regional shopping destination allowing people from around the county and across state borders to visit department stores and other large retailers in person. Residential uses include medium density residential and residential on acreage lots. Most of the land outside of the city's limits are under BLM or Bureau of Reclamation ownership. An approximate breakdown of the development in the area based upon observation is as follows:

LAND USES	
Developed	Percentage
<i>Residential</i>	35.0%
<i>Retail</i>	2.5%
<i>Office</i>	2.5%
<i>Industrial</i>	5.0%
<i>Agricultura</i>	2.5%
Vacant	47.5%
Total	100%

Like most areas around the fringe of the community uses are sporadic and feature an abundance of recreational and agricultural uses with many single-family homes intermixed.

Land Use Trends

The neighborhood is experiencing a change in land use over the medium to long term from vacant to residential uses. Development potential is limited to private and city-owned property usually before federal government lands are auctioned. The city is experiencing a growth phase contingent with escalating gold price levels and associated boom in mining operations. Nearby neighborhood uses are limited to residential. Subdivision development was observed and are anticipated to continue, with demand for infill lots recognized. Mixed use neighborhoods like the Ruby Vista Drive corridor appear to dominate the community relative to single and multi-family residential development which will continue to compete with the subject and other neighborhoods for the foreseeable future. As available acreage is absorbed, the appraisers anticipate that there will be more demand for the fringe areas near the city limits (like the subject) to be absorbed for development within the near to medium term.

Demographics

The following table depicts the area demographics in Elko within a one-, three-, and five-mile radius from the subject.

Neighborhood Demographics

Radius	1 mile	3 miles	5 miles
Population Summary			
2010 Population	5,708	19,754	22,836
2020 Population Estimate	6,086	22,344	26,195
2025 Population Projection	6,259	23,497	27,460
Annual % Change (2020 - 2025)	0.6%	1.0%	0.9%
Housing Unit Summary			
2010 Housing Units	2,432	7,701	8,899
% Owner Occupied	46.2%	57.7%	59.9%
% Renter Occupied	44.0%	35.8%	33.5%
2020 Housing Units	2,612	8,840	10,391
% Owner Occupied	44.3%	55.4%	57.9%
% Renter Occupied	45.3%	36.6%	33.9%
2025 Housing Units	2,692	9,329	10,938
% Owner Occupied	45.1%	55.9%	58.3%
% Renter Occupied	44.5%	36.0%	33.5%
Annual % Change (2020 - 2025)	0.6%	1.1%	1.0%
Income Summary			
2020 Median Household Income Estimate	\$66,701	\$82,914	\$83,100
2025 Median Household Income Projection	\$71,650	\$86,934	\$87,107
Annual % Change	1.4%	1.0%	0.9%
2020 Per Capita Income Estimate	\$29,127	\$34,666	\$34,651
2025 Per Capita Income Projection	\$31,046	\$37,955	\$37,959
Annual % Change	1.3%	1.8%	1.8%

Source: Site-to-Do-Business (STDB Online)

Within a three-mile radius, the reported population is 22,344 with a projected growth rate of approximately 1.0% annually. There are 8,840 housing units within that three-mile radius. The growth rate is expected to be 1.1% annually. Most of the housing is owner-occupied. Our research indicates that property values in the area are increasing.

Within a three-mile radius, the median household income is \$82,914. Looking ahead, annual household income growth is projected at 1.0% per year. The average income figures suggest that the inhabitants are within the middle to upper income brackets.

Nuisances & External Obsolescence

Neighborhood properties have adequate levels of maintenance. No adverse or unfavorable factors were observed.

Neighborhood Life Cycle

Most neighborhoods are classified as being in four stages: growth, stability, decline, and renewal. Overall, the subject neighborhood is in the stability stage of its life cycle. As suggested above however, growth is limited/constrained by the amount of acreage under federal ownership. I think a transition to growth is possible if more land could be transferred to private ownership.

Analysis and Conclusions

The subject market area/neighborhood consists primarily residential uses along with supporting commercial uses such as retail, office, and industrial uses. Areas outside of the subject area consist of cattle grazing, ranching, mining, and recreation lands located in the northeast corner of the State of Nevada. There are no large population centers within a hundred miles but travel through the neighborhood is steady because Mountain City Highway, Lamoille Highway and I-80 extend through the area. The highways support significant semi-truck traffic (18-wheeler trucks), and tourists and gamblers use the two highways to visit casinos in Nevada. Gold mining will continue to stimulate growth in the community and the market is expected to increase alongside the increases in the price of gold.

Site Description

The subject site is located on the west side of Walters Court, 460 feet south of Silver Street. The characteristics of the site are summarized as follows:

Site Characteristics

Gross Land Area:	2.22 Acres or 96,834 SF
Usable Land Area:	0.99 Acres or 43,142 SF
Usable Land %:	44.6%
Shape:	Rectangular
Average Depth:	330.47 feet
Topography:	Level to Sloping
Drainage:	Assumed Adequate
Grade:	At street grade
Utilities:	Utilities to the site
Off-Site Improvements:	Asphalt paved street, concrete curbs, gutters, and sidewalks
Interior or Corner:	Mid-Block
Signalized Intersection:	No
Excess or Surplus Land:	None

Street Frontage / Access

Frontage Road	Primary	Secondary
Street Name:	Walters Court	None
Street Type:	Feeder street	Dirt Road
Frontage (Linear Ft.):	184	0
Number of Curb Cuts:	1	0
Traffic Count (Cars/Day):	No NDOT Count	No NDOT Count

Additional Access

Alley Access:	No
Water or Port Access:	No
Rail Access:	Yes

Flood Zone Data

Flood Map Panel/Number:	32007C5609E
Flood Map Date:	September 4, 2013
Portion in Flood Hazard Area:	55.45%
Flood Zone:	Zone X (shaded) and Zone AH About 55% of the subject is flood zoned AH, areas with a 1% annual chance of shallow flooding, usually in the form of a pond, with an average depth ranging 1 to 3 feet. These areas have a 26% chance

of flooding over the life of a 30 year mortgage. Base elevations derived from detailed analyses are shown at selected intervals within these zones. The other 45% is flood zoned X shaded, area of moderate flood hazard, usually between the limits of the 100-year and 500-year floods. Shaded X Zones are also used to designate base floodplains of lesser hazards, such as areas protected by levees from 100-year flood, or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square mile.

Other Site Conditions

Soil Type:	A mix of sand, gravel, and clay typical of the area
Environmental Issues:	There are no known adverse environmental conditions affecting the subject property.
Easements/Encroachments:	40 foot public utility easement at the southern side, 110 foot drainage easement at the western side and a 30 foot public utility easement at the eastern side of the subject
Earthquake Zone:	The property is not in a fault, fissure, or earthquake zone of concern.

Adjacent Land Uses

North:	To the north is Elko's police department on +/- 3.016 acres of land zoned zone ZLI, followed by Silver Street, followed by an industrial property on +/- 1.171 acres of land zoned ZGI, followed by an alley, followed by another industrial property with undisclosed acreage and zoning, followed by an alley, followed by a restaurant on +/- .289 acres of land zoned ZC, followed by Idaho Street
South:	To the south is US railroad tracks, followed by Sharps Access Road, followed by +/- 7.97 acres of vacant land zoned ZGI, followed by the Humboldt River
East:	To the east is +/- 2.381 acres of land zoned ZLI, followed by +/- 14.373 acres of vacant land zoned ZLI, followed by US railroad tracks
West:	To the west is an industrial property on +/- 1.684 acres of land zoned ZLI, followed by the Greyhound bus stop on +/- 4.955 acres zoned ZLI, followed by a propane vendor on +/- 1.097 acres of land zoned ZLI, followed by 12th Street

Site Ratings

Access:	Average
Visibility:	Average

Zoning Designation

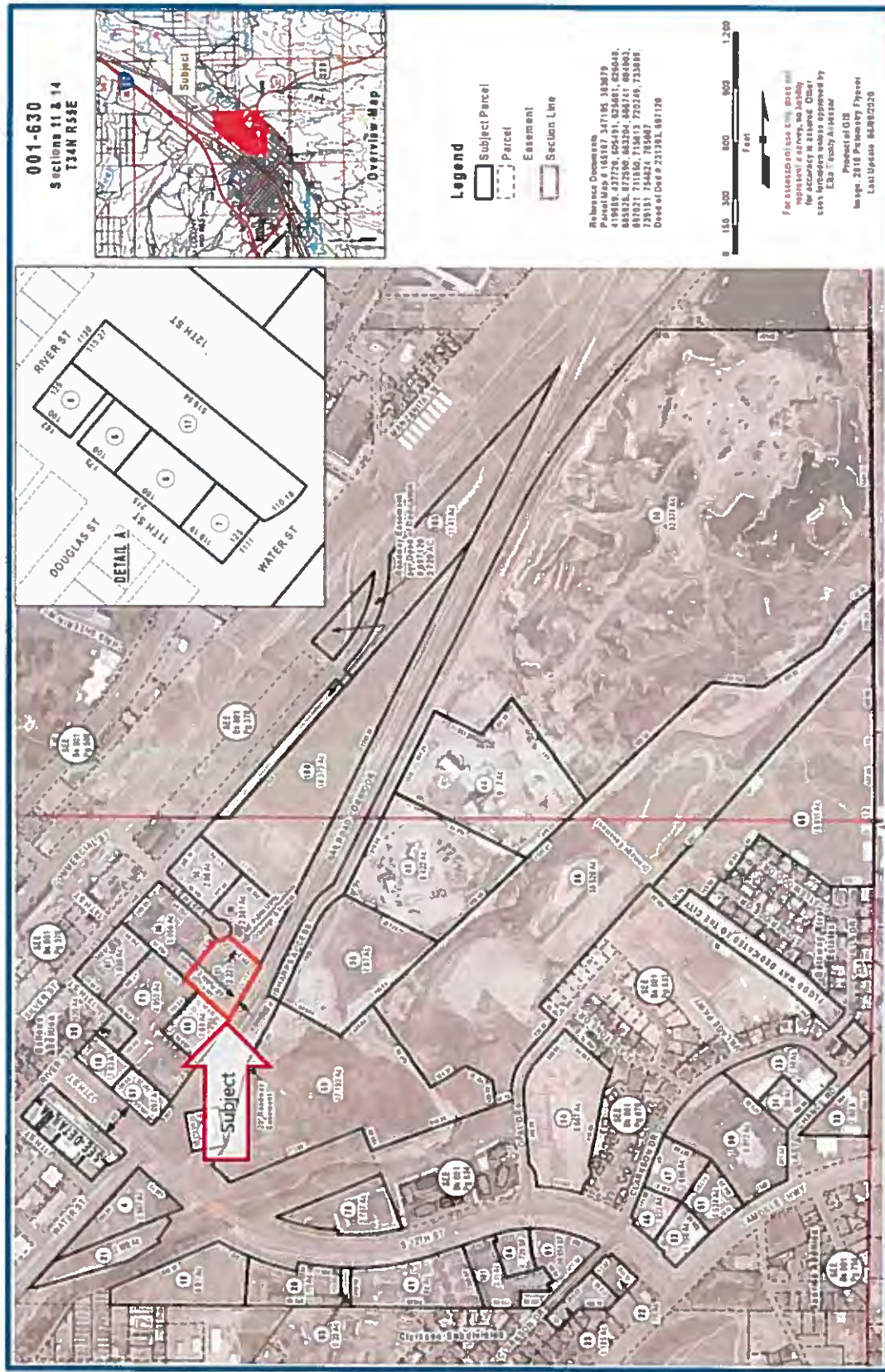
Zoning Jurisdiction:	City of Elko
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Zoning Classification:	ZLI, Light Industrial District
General Plan Designation:	Industrial-General
Permitted Uses:	A variety of industrial and commercial uses
Zoning Comments:	The purposes of the LI Zoning District is to provide and preserve areas reserved primarily for less intensive industrial use and activity normally associated with previously prepared materials and with minimal levels of noise, dust, odor, vibration or smoke, and to preclude encroachment of land uses such as residential uses that could be in conflict with the industrial and manufacturing environment.

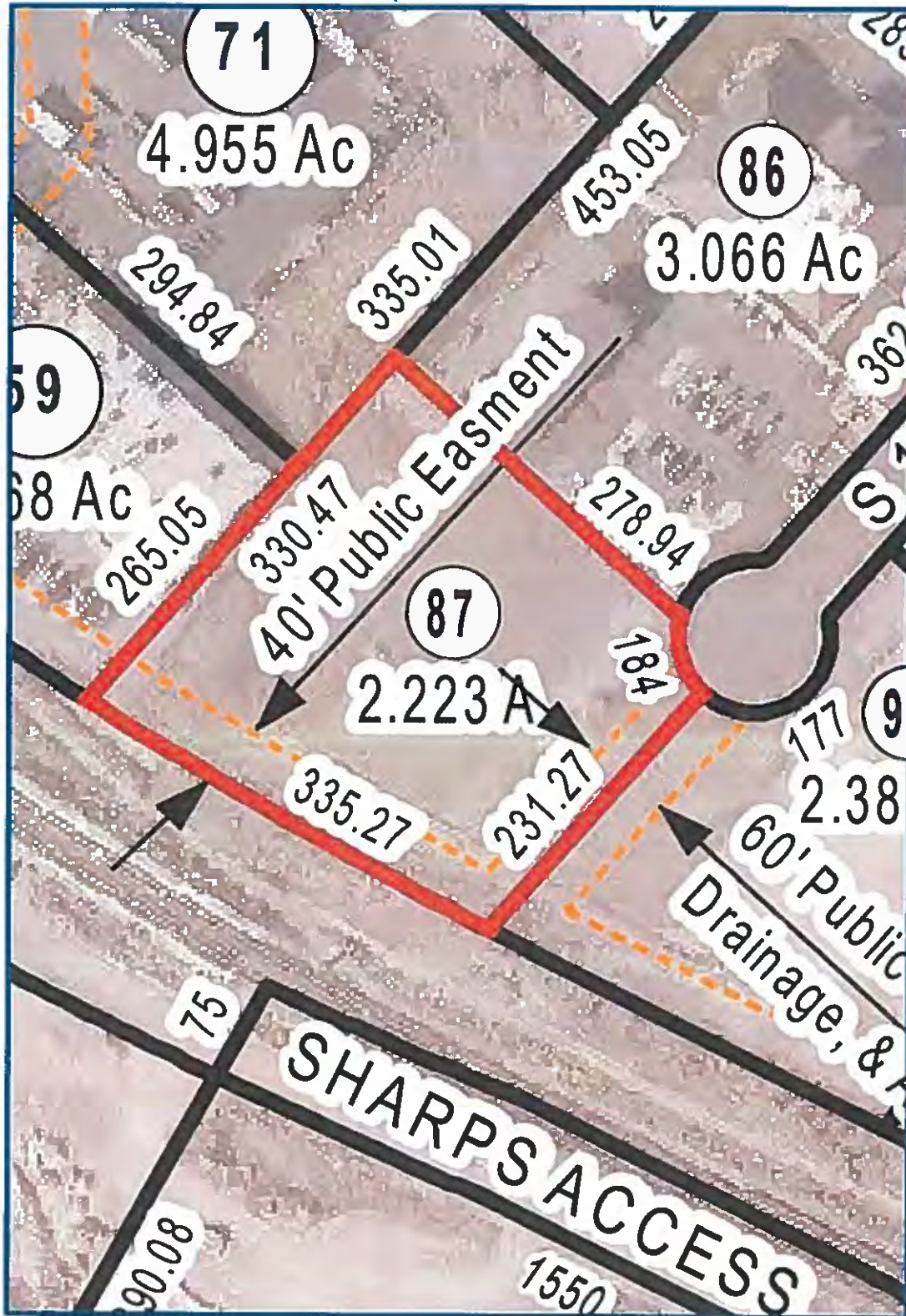
Analysis/Comments on Site

The site includes an average location with average access because of its location at the end of a small cul-de-sac known as Walters Court off Silver Street which is a large arterial. The site has average visibility because it has 184 linear feet of frontage on Walters Court, a feeder street, and mid-block placement. The site is also visible from Water Street and Sharps Access Road. The size of the site is typical for the area and use although a document provided to us by the City of Elko shows that a large portion of the western and southern end are encumbered by drainage easements with utility and access easements on the eastern end. The usable square footage was estimated by the City at 43,142 square feet. Furthermore, the physical characteristics of the subject site are suitable for future development. The site has level topography in the usable areas with sloping topography in the drainage areas. The location in the city of Elko is a positive attribute. The accessibility to the site is average considering that Walters Court is a cul-de-sac and is behind the Elko Police Department. About 55% of the subject property is under the AH flood zone and is not usable. Otherwise, the subject site is more than adequate for uses such as those permitted by zoning and utilities adequately serve the site. Overall, there are no other known factors which are considered to prevent the site from development to its highest and best use.

TAX/PLAT MAP WHOLE



TAX/PLAT MAP CLOSE

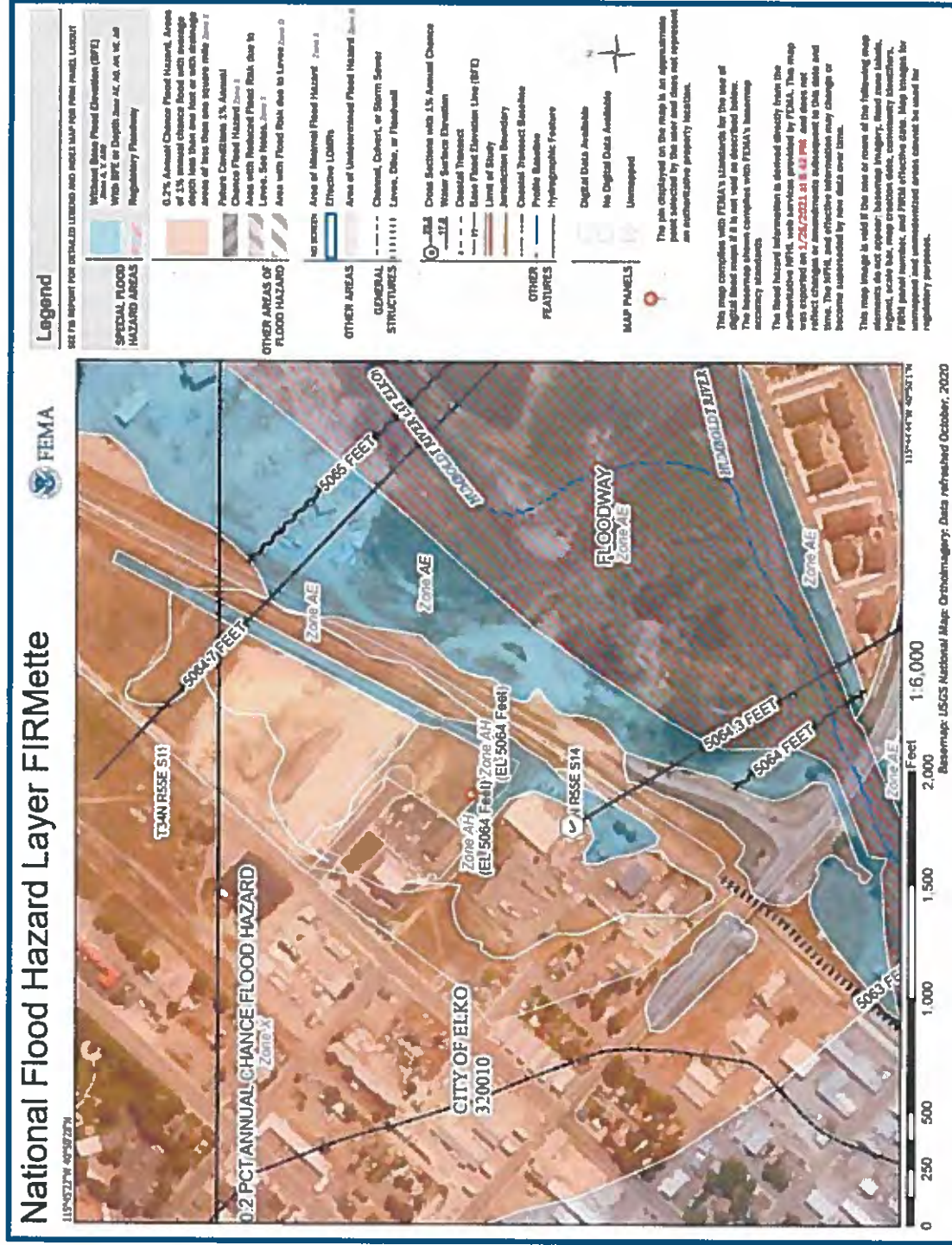


SITE SURVEY

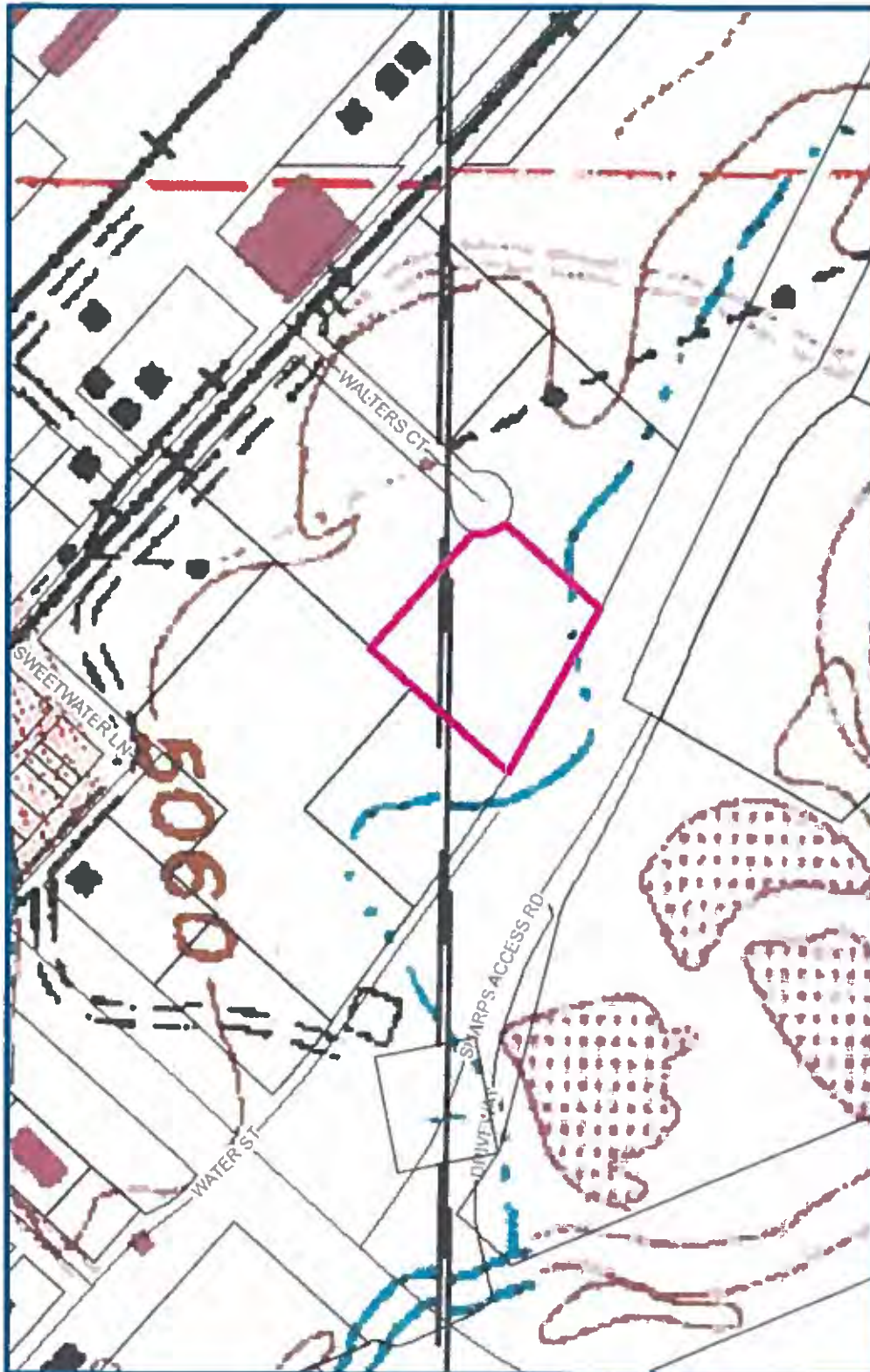


FLOOD MAP

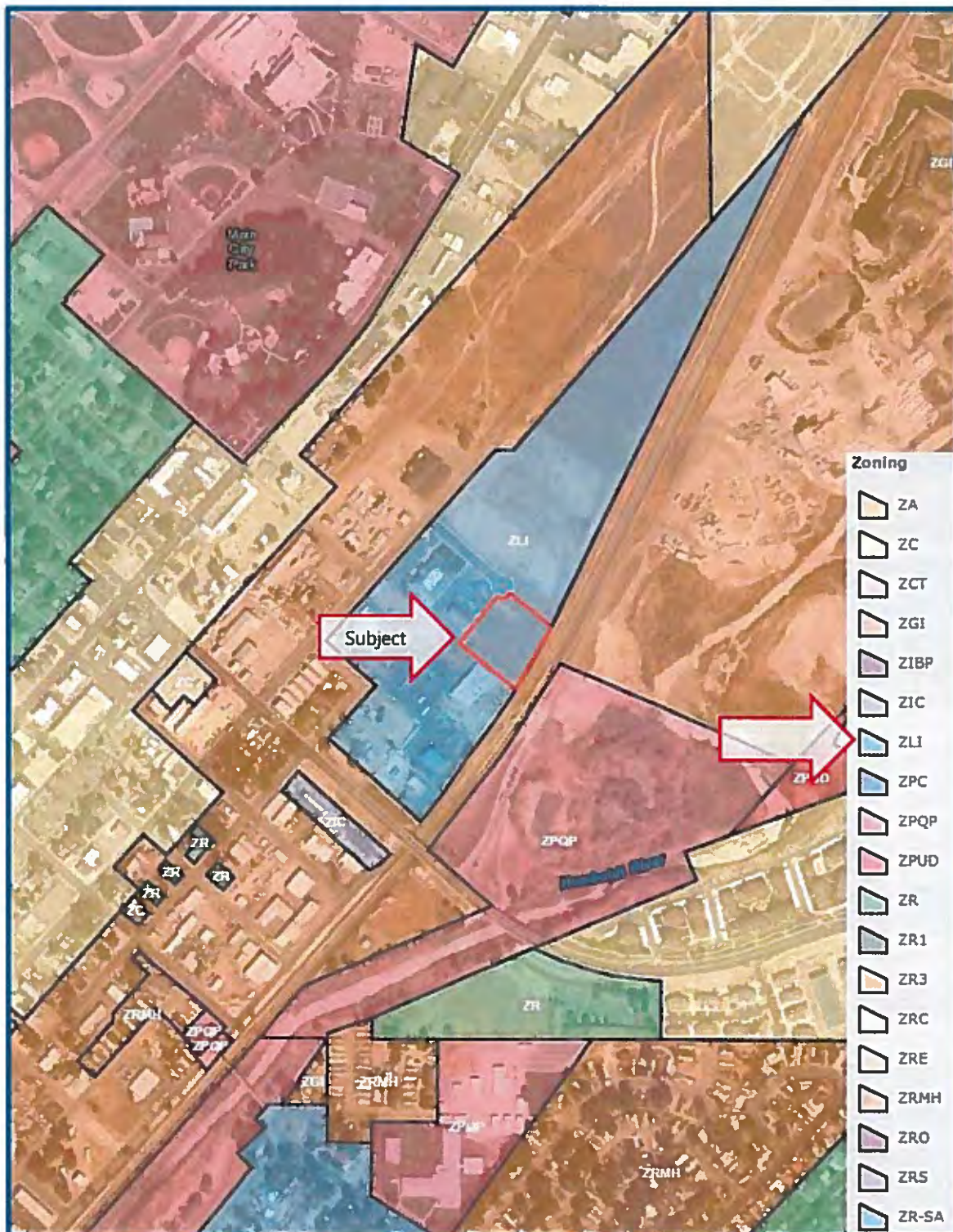
National Flood Hazard Layer FIRMette



TOPOGRAPHIC MAP

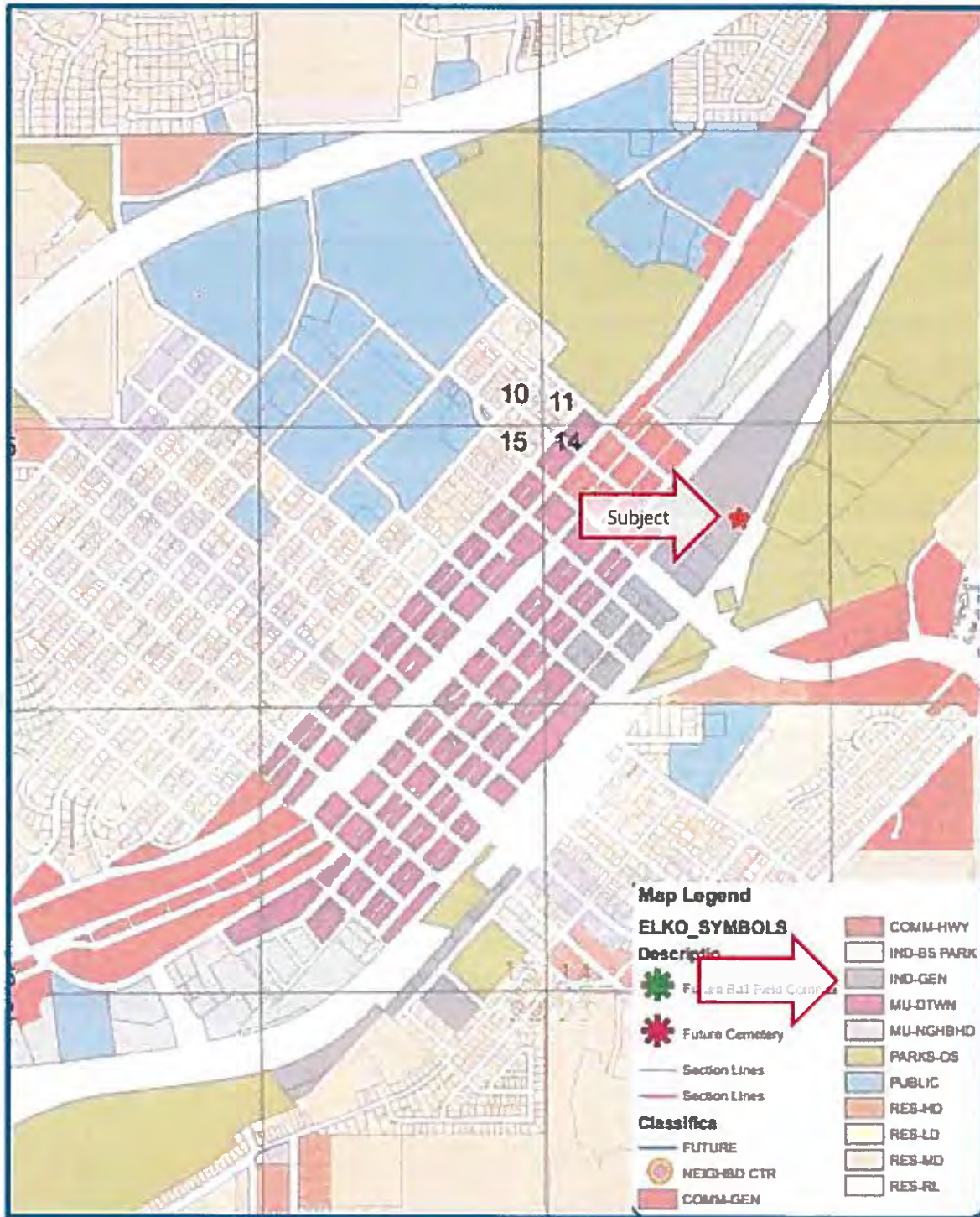


ZONING MAP



ZONING MAP

5



Subject Photographs



Looking East at the Subject Property from the West End



Looking North at the Subject Property from the South End



Looking West at the Subject Property from the East End



Looking South at the Subject Property from the North End

Additional photos are included in the Addenda.

Assessment and Tax Data

Assessment Methodology

Property taxes are based upon an appraisal of the property performed by the Elko County Assessor's Office. An appraisal is conducted at least once every five years on properties located within Elko County and the values are updated each year by an index computed by the State of Nevada Department of Taxation.

According to personnel at the Assessor's Office, improved properties are appraised for taxable value based upon the cost approach. This approach to value is performed by estimating the replacement cost new of a property less depreciation of 1.5% per year of effective age, up to a maximum of 75%. Land values are derived from market sales or other recognized appraisal methods and are added to improvement values. Property values are updated every year. State Statute 361.227 indicates that the taxable value of the property must not exceed the current market value. Since the cost approach in some instances may provide an indication higher than current market value, the sales comparison approach and/or income capitalization approach may be used to establish the taxable value of the property. Property taxes are calculated by multiplying 35% of the taxable value by the tax rate.

If a property owner disagrees with the value placed on the property by the Assessor's office, they may discuss the matter with the Assessor's office. If a difference of opinion still exists, the owner may appeal the taxes prior to the deadline of January 15th (unless it falls on a holiday or weekend, then the deadline is the next business day). The matter will then be heard by the County Board of Equalization. If there is still a disagreement, the matter may be appealed to the State Board of Equalization and can further be appealed by taking the case to District Court.

Tax Rates

The Nevada State Legislature passed a law to provide property tax relief to property owners. NRS 361.4723 provides a partial abatement of taxes by applying a 3% cap on the tax bill of the owner's primary residence (single-family house, townhouse, condominium or manufactured home). Only one property may be selected in the State of Nevada as a primary residence. Some rental dwellings that meet the low-income rent limits may also qualify for a 3% cap on the tax bill. A cap of up to 8% on the tax bill will be applied to residences that are not owner occupied. The up to 8% cap would also apply to land, commercial buildings, business personal property, aircraft, etc. New construction or property that has a change of use (zoning change or manufactured home conversion) does not qualify for any cap for the first fiscal year but will receive the 3% or up to an 8% cap starting the next fiscal year.

Assessed Values and Property Taxes

The subject's assessed values, applicable tax rates and total taxes, including direct assessments, are shown in the following table:

Ad Valorem Tax Schedule
Tax Parcel Number: 001-630-087

Elko County Year	Actual 2021
Appraised Value	
Land:	\$132,157
Improvements:	\$0
Total:	\$132,157
Per Square Foot:	\$3.06
Assessment Ratio	35.00%
Assessed Value	
Land:	\$46,255
Improvements:	\$0
Total:	\$46,255
Tax Rate	\$3.482300
Millage Rate	per \$100
Tax Expense	
Total:	\$1,611
Per Square Foot:	\$0.04

Conclusions

According to the Elko County Tax Assessor the subject's property taxes are current as of the date of value.

Market Analysis

COVID-19 Pandemic

In 2020, the global economy experienced a profound and unpredicted shock when a novel coronavirus, COVID-19, emerged and spread around the world. The pandemic has caused disruption to supply chains, consumer habits, mobility and income, not to mention sickening millions and killing more than one million people. Unlike other economic shocks in the last century, this one has affected both supply and demand, but the impacts have been uneven, with some industries and regions weathering the storm well, or even thriving, while others suffer and may never fully recover.

Timeline of COVID-19 Impact

The trouble started in January of 2020 when a new disease was identified and caught the notice of the World Health Organization (WHO). The Centers for Disease Control (CDC) in the US announced enhanced security screenings for foreign travelers from certain countries but by January 21st, the first case in the United States was confirmed in Snohomish County, Washington. Despite efforts to contain it, the disease was spreading and by January 31st, the Secretary of Health and Human Services declared a public health emergency for the United States.

In February, the WHO announced the name for the virus as we now know it: COVID-19. By the end of the month, there was volatility in the stock market as the S&P went from a record high on February 19th to the largest single week decline since the 2008 financial crisis on the 28th. Oil futures also saw the largest single week drop since 2009 at that time. February 28th, the Federal Reserve issued a statement warning the coronavirus "poses evolving risks to economic activity." The following day, the first US death from the disease was announced.

March saw dramatic activity as the disease spread and world leaders attempted to respond to the crisis. On March 9th, the S&P decline triggered a Level 1 market-wide circuit breaker, halting all trading for 15 minutes. On the 11th the WHO officially declared the outbreak a pandemic and on March 13th, President Trump declared a national emergency and barred entry to foreign nationals who had been in China, Iran and the Schengen area of Europe.

The Federal Open Market Committee (FOMC) held an unscheduled meeting on March 15th and decided, among other measures to 1) lower the federal funds target rate 100 basis points to a range of 0 to 0.25%, 2) support the flow of credit to households and businesses by encouraging depository institutions to use the discount window, intraday credit from the Fed, and their reserves as well as reduce reserve requirements to zero percent, effective March 26th, and 3) enact coordinated central bank action for US Dollar liquidity. The Fed also increased its holdings of Treasury Securities and its holdings of agency mortgage-backed securities.

On March 16th, another drop in the stock market triggered a second Level 1 circuit breaker and President Trump issued health protocols for the public aimed at reducing the spread of the virus. The Fed, FDIC and the Office of the Comptroller of the Currency announced coordinated action to encourage banks to provide flexibility for households and businesses. The Fed also established a Commercial Paper Funding Facility to support the flow of credit to households and businesses.

March 18th saw a third Level 1 trigger and President Trump signed the Families First Coronavirus Response Act into law. The law provides paid sick leave, tax credits and free COVID-19 testing, expands food assistance and unemployment benefits to those affected by job loss, and expands Medicaid funding.

At that time, the Fed took a number of steps to ensure liquidity in money markets and access to credit. Tax Day was moved from April 15 to July 15 and states began issuing stay at home orders for people, forcing some businesses to close their doors. Financial institutions began looking at working with their borrowers who were affected by the pandemic and were beginning to have trouble making payments, or anticipated trouble with lockdowns in place. The Fed was at this point aggressively buying Treasury securities and agency mortgage-backed securities, including commercial mortgage-backed securities. It authorized \$300 billion in new financing to provide credit flow to employers, consumers and businesses and the stock market responded by going up in the largest single-day percentage gain since 1933.

The news of the rise in the stock market on March 24 was tempered on the 26th when the highest level of initial unemployment claims in the history of the series (beginning in 1967) was reported. A few days later, the CARES Act (Coronavirus Aid, Relief, and Economic Security) was signed into law, becoming the largest single spending bill in United States history. The law provided \$2 trillion in tax relief, spending, grants and capital. On the same day, Stay at Home orders are extended through April 30.

As April began, unemployment claims continued to rise exponentially as closed businesses let workers go. On April 3rd, the Small Business Administration (SBA) announced the Paycheck Protection Program (PPP) loans as part of the CARES Act. Later that week, federal bank regulatory agencies allowed the community bank leverage ratio to drop to 8% until January 1, 2022. Three days later, the Fed reported that it would provide up to \$2.3 trillion in loans to businesses and households, including \$300 billion in lending to states and municipalities by purchasing short-term notes from those bodies. By April 15, PPP funds were exhausted, and the program was suspended. By the end of the month, the United States became the first country with one million confirmed COVID-19 cases and the first quarter results were posted showing a 4.8% drop in GDP. On the 30th, the Main Street Lending Program was expanded to provide more lending options to businesses who continued to get impacted by stay at home protocols.

May saw record unemployment along with a record decline in advance monthly retail and food service sales. Some states began reopening businesses in limited capacities and the CDC provided guidance on phased re-openings. On the 28th, the US reached 100,000 deaths from the virus.

June arrived with the announcement that the United States was, in fact, in a recession with February identified as the starting point. This recession comes after the largest economic expansion in US history. More expansions of lending and SBA programs were rolled out to further support businesses and the Fed started to buy corporate bonds. Unfortunately, states that had begun reopening early saw a surge in virus cases and had to reverse some of their reopening activity.

Over the course of the summer, volatility and crisis management activity calmed a bit. A PPP extension was signed, and the Main Street Lending Program was fully operational, having been expanded to include qualifying non-profit organizations. Other liquidity and lending programs were extended to

keep capital flowing. Case counts came down as efforts to “flatten the curve” proved successful, but the economic impact continued to wreak havoc. Real GDP dropped 32.1% in the second quarter.

In the fall, cases began to rise again as most businesses had reopened, even at limited capacity in some cases, and people began relaxing safety protocols out of an increased sense of security and “pandemic fatigue.” Experts worry that the winter will bring crisis-level spread again, forcing more lockdowns and straining the ability of the healthcare system to effectively treat patients. Momentum gained in the economy in the third quarter could stall or reverse as the threat revives and some options for business such as eating outdoors are curtailed by the weather. In November, drug manufacturers Pfizer and Moderna both announced successful results of vaccines they had been developing with protective rates against the virus over 90%. The good news sent stock markets rising but sustained optimism will be challenged until the vaccine is widely distributed. The first shipments of vaccine began to arrive at healthcare facilities in mid-December.

National Impact to Market Segments

Industries and geographical areas have been unevenly affected by the pandemic. While no business or sector has gone unaffected, those most hurt have been aviation, oil, travel/tourism and healthcare. Reduced air travel for business and pleasure affects not only airline employees but all the service workers that support air travel and the surrounding businesses such as hotels, parking, food service, etc. Oil prices and demand drop when travel drops, affecting all metros where oil is a significant part of the economy. Travel and tourism are tied into both aviation and oil and affect additional industries such as entertainment. The impact of the pandemic on places such as Anaheim are disproportionate with so much of their economy tied to tourism and entertainment. Conversely, drive-to destinations fared much better over the summer with beach rentals and campgrounds seeing record occupancy rates.

Healthcare has also been negatively affected. While it may seem surprising during a time of increased sickness and hospitalizations, many non-emergency medical offices and services have been closed down or severely limited. Hospitals and physicians unable to safely see patients for non-critical or routine care have seen a dramatic drop in revenue, and elective surgeries were unavailable to most until recently. While ICU beds were full, some hospitals saw most of their revenue-generating services cut off. Dental offices, physical therapy and other care were widely affected by shut-downs and the need to reopen with severe limits on capacity.

Hospitality has been the most affected industry in real estate. With travel so severely impacted and no immediate demand on the horizon, hotels have limited options to adapt. As the course of the virus spread continues to change and areas experience varying levels of outbreak and stay-at-home orders, different properties will face uneven but universal challenges.

Retail has also been dramatically affected. Already a sector in the midst of slow decline and feeling the pressure of ecommerce trends, shutdowns of brick-and-mortar stores and restaurants caused much pain in the industry. Some retailers have been positively affected, including grocery and home improvement, with sales up 9% and 19%, respectively year over year, according to KPMG Economics and the Census Bureau. While these gains are not expected to remain as high over the next 12 months, they have been an unexpected windfall for some retailers. Destination retail such as movie theaters, amusement parks and restaurants have all been struck with nearly existential blows. Non-essential goods such as apparel have also declined sharply with a drop in sales of 12% and restaurants down

14%, year over year. Restaurant location plays a big part in the impact, however. According to information collected from OpenTable, the number of diners was down by 13% year over year in Scottsdale, but it was down 77% in Seattle.

The impact on retail varies, however. For example, supermarket-anchored shopping centers are still tending to fair well because of the essential nature of their anchors. Single-tenant net leased properties, especially those whose tenants are less exposed like drug stores and QSR restaurants with strong drive-through business, remain in high demand. Net leased assets have long been a bond substitute and bond rates are very low.

Office remains a moving target. Economists estimate that between 20 and 25% of workers are now working from home, compared to less than 10% before the pandemic began. While this percentage may change in the coming year, it is unclear by how much, and in which direction. Google mobility data shows distinct movement out of urban centers to suburban and even rural locations. Some cities, like New York, are not expected to get back to their pre-pandemic levels of growth in the foreseeable future, causing alarm in the residential and office sectors there.

Single family residential, along with much of the industrial sector, has been not just healthy, but strong. According to the National Association of Realtors, pricing for single family homes was up 12% year over year in the 3rd quarter. With interest rates so low and many white-collar workers still employed, suburban and rural properties are in demand as people seek more home office space and home leisure space to compensate for limited travel and recreation options.

National Outlook

As in all times of volatility, predictions are not only difficult but nearly impossible. Dr. Mark Zandi, Chief Economist for Moody's Analytics, estimates that there have been 200,000 business failures this year to date. He predicts another 200,000 before it's all over. Bankruptcies are running around 80% of the pace in 2009, and filings have slowed toward the end of 2020. Without more stimulus and without a steady and sustained decline in the number of COVID infections, this pace is likely to pick back up again. For now, the banking system is healthy and functioning and the programs that the government has rolled out have been successful at keeping much of the pain to a minimum for many people.

GDP is expected to recover faster than job growth, as was seen in the 2008-09 crisis. Businesses are unevenly affected and those affected have learned to adapt with fewer employees in many cases. Additional stimulus to households and programs to aid and retrain workers displaced by an accelerating digital economy will be necessary to prevent a prolonged slump.

The Fed has announced they will not raise interest rates until the economy is at full employment. Inflation is expected to stay low over the coming years.

Elko County and City of Elko Industrial Market Conditions – Current and Pre-Pandemic

The following market analysis of the Elko County and City of Elko industrial property markets are based on data obtained from the CoStar Group, Inc., a leading provider of real estate information services. The analysis presents the subject property's office and industrial markets.

The following table illustrates the historical market performance of the Elko County and City of Elko Industrial markets:

Industrial Market Statistics

Period	Elko County - All Industrial Space					City of Elko - All Industrial Space				
	Total Square Feet	Under Construction	Total Net Absorption	Direct Percent Vacant	Direct Rental Rate (Triple Net)	Total Square Feet	Under Construction	Total Net Absorption	Direct Percent Vacant	Direct Rental Rate (Triple Net)
2020 Q4	954,720	0	-	3.0%	\$9.00 psf	828,321	0	-	3.4%	\$9.00 psf
2020 Q3	954,720	0	4,035	3.0%	\$9.00 psf	828,321	0	4,035	3.4%	\$9.00 psf
2020 Q2	954,720	0	-26,590	3.4%	\$0.75 psf	828,321	0	-26,590	3.9%	\$0.75 psf
2020 Q1	954,720	0	-	0.6%	\$13.92 psf	828,321	0	-	0.7%	\$13.92 psf
2019 Q4	954,720	0	150	0.6%	\$13.92 psf	828,321	0	150	0.7%	\$13.92 psf
2019 Q3	946,480	0	160	0.6%	\$13.92 psf	820,081	0	160	0.7%	\$13.92 psf
2019 Q2	946,480	0	4,750	0.7%	\$13.15 psf	820,081	0	4,750	0.8%	\$13.15 psf
2019 Q1	946,480	0	-4,750	1.2%	\$13.15 psf	820,081	0	-4,750	1.3%	\$13.15 psf
2018 Q4	946,480	0	1,840	0.7%	\$12.24 psf	820,081	0	1,840	0.8%	\$12.24 psf
2018 Q3	946,480	0	-8,035	0.8%	\$12.24 psf	820,081	0	-8,035	1.0%	\$12.24 psf
2018 Q2	946,480	0	5,734	-	-	820,081	0	5,734	-	-
2018 Q1	946,480	0	3,120	0.6%	-	820,081	0	-	0.7%	-
2017 Q4	946,480	0	49,885	0.9%	-	820,081	0	-	0.7%	-
2017 Q3	946,480	0	-8,854	6.2%	-	820,081	0	-5,734	0.7%	-
2017 Q2	946,480	0	-	5.3%	-	820,081	0	-	-	-
2017 Q1	946,480	0	-	5.3%	\$18.00 psf	820,081	0	-	-	\$18.00 psf
2016 Q4	946,480	0	-	5.3%	\$18.00 psf	820,081	0	-	-	\$18.00 psf
2016 Q3	946,480	0	-49,885	5.3%	\$18.00 psf	820,081	0	-	-	\$18.00 psf
2016 Q2	946,480	0	36,278	-	\$18.00 psf	820,081	0	36,278	-	\$18.00 psf
2016 Q1	934,480	12,000	9,900	2.6%	\$18.00 psf	808,081	12,000	9,900	3.0%	\$18.00 psf

Source: CoStar Group, Inc.

Rental Rates

The Elko County Industrial market had a 2020 Q4 average quoted rental rate of \$9.00 per square foot for all space, compared to \$13.92 in the 2019 Q4 or a -35.3% decline over the last year. We spoke with a local broker who stated that the industrial market was not hit as hard as the numbers state, as the average from a year prior was higher due to a lease of an industrial building built out as an automotive center a portion of an industrial building that was leased out with 100% office build-out. Due to the relatively few transactions in the market, the weighted average is greatly impacted by recently signed leases.

The City of Elko Industrial market had a 2020 Q4 average quoted rental rate of \$9.00 per square foot for all space, compared to \$13.92 in the 2019 Q4 or a -35.3% decline over the last year being the same as the Elko County market due to the City of Elko including 86.8% of the market.

Vacancy

Elko County has a 2020 Q4 vacancy of 3.0% for industrial space. The City of Elko has a 2020 Q4 vacancy of 3.4%. The vacancy rates have risen sharply over the last year from nearly 0% vacancy to the current levels.

Construction and Absorption

There is currently no square footage under construction and there hasn't been anything brought to the market since Q1 2016. Considering that the vacancy rates have increased, the rental rates have decreased, and there are no known announced industrial projects, we expect there to be no new industrial construction in the near future. As the industrial markets from Reno and Salt Lake City continue to grow, there will be more demand for industrial space in Reno being the best stopping point in the middle of the two major markets.

Elko County and City of Elko Office Market Conditions – Current and Pre-Pandemic

The following table illustrates the historical market performance of the Elko County and City of Elko Office markets:

Office Market Statistics

Period	Elko County - All Office Space					City of Elko - Office Space Only				
	Square Feet		Total	Direct	Direct	Square Feet		Total	Direct	Direct
	Total	Under	Net	Percent	Rental Rate	Total	Under	Net	Percent	Rental Rate
	Square Feet	Construction	Absorption	Vacant	(Full Service)	Square Feet	Construction	Absorption	Vacant	(Full Service)
2020 Q4	535,882	0	6,000	1.6%	\$15.20 psf	479,727	0	6,000	1.7%	\$15.20 psf
2020 Q3	535,882	0	6,671	2.7%	\$11.67 psf	479,727	0	6,671	3.0%	\$11.67 psf
2020 Q2	535,882	0	2,654	3.9%	\$14.73 psf	479,727	0	2,654	4.4%	\$14.73 psf
2020 Q1	535,882	0	-	4.4%	\$14.39 psf	479,727	0	-	4.9%	\$14.39 psf
2019 Q4	535,882	0	-	4.4%	\$14.63 psf	479,727	0	-	4.9%	\$14.63 psf
2019 Q3	535,882	0	9,980	4.4%	\$14.14 psf	479,727	0	9,980	4.9%	\$14.14 psf
2019 Q2	535,882	0	-11,654	6.3%	\$13.04 psf	479,727	0	-11,654	7.0%	\$13.04 psf
2019 Q1	535,882	0	5,422	4.1%	\$12.57 psf	479,727	0	5,422	4.6%	\$12.57 psf
2018 Q4	535,882	0	-4,809	5.1%	\$12.31 psf	479,727	0	-4,809	5.7%	\$12.31 psf
2018 Q3	535,882	0	-5,576	4.2%	\$12.73 psf	479,727	0	-5,576	4.7%	\$12.73 psf
2018 Q2	535,882	0	6,686	3.2%	\$13.52 psf	479,727	0	6,686	3.6%	\$13.52 psf
2018 Q1	535,882	0	-8,481	4.4%	\$15.39 psf	479,727	0	-8,481	4.9%	\$15.39 psf
2017 Q4	535,882	0	-2,797	2.8%	\$14.17 psf	479,727	0	-2,797	3.2%	\$14.17 psf
2017 Q3	535,882	0	8,365	2.3%	\$14.23 psf	479,727	0	8,365	2.6%	\$14.23 psf
2017 Q2	535,882	0	2,106	3.9%	\$14.20 psf	479,727	0	2,106	4.3%	\$14.20 psf
2017 Q1	535,882	0	1,384	4.3%	\$13.96 psf	479,727	0	1,384	4.8%	\$13.96 psf
2016 Q4	535,882	0	-12,172	4.5%	\$12.66 psf	479,727	0	-12,172	5.1%	\$12.66 psf
2016 Q3	535,882	0	3,287	2.3%	\$15.95 psf	479,727	0	3,287	2.5%	\$15.95 psf
2016 Q2	535,882	0	4,467	2.9%	\$16.01 psf	479,727	0	4,467	3.2%	\$16.01 psf
2016 Q1	535,882	0	1,287	3.7%	\$16.86 psf	479,727	0	1,287	4.1%	\$16.86 psf

Source: CoStar Group, Inc.

Rental Rates

The Elko County Office market had a 2020 Q4 average quoted rental rate of \$15.20 per square foot for office space, compared to \$14.63 in the 2019 Q4 or a 3.9% increase over the last year.

The City of Elko Office market had a 2020 Q4 average quoted rental rate of \$15.20 per square foot for all space, compared to \$14.63 in the 2019 Q4 or a 3.9% increase over the last year.

The majority of inventory of office space is in the City of Elko limits. Elko accounts for 89.5% of Elko County's inventory. Due to the large amount of inventory in the city limits, Elko city has a strong influence on rental rates. There has been a large increase in rental rates over the past few years.

Vacancy

Elko County has a 2020 Q4 vacancy of 1.6% for office space. The City of Elko has a 2020 Q4 vacancy of 1.7%. The vacancy rates have decreased sharply over the last year from nearly 5% vacancy to the current levels.

Construction and Absorption

There is currently no square footage under construction and there hasn't been anything brought to the market in recent years. Considering that the vacancy rates have decreased, the rental rates have increase, and there has been no new construction in the area it may be feasible to include a new small office building in the area.

Conclusion

The Elko County Industrial Market has included up and down vacancy rates between 0.6% and 6.2% and is currently in the middle of that range at 3.0%. The City of Elko industrial market is slightly higher at 3.4% which is slightly down from the second quarter of 2020. The rental rates for the market and submarket are at \$9.00 per square foot per year which appears to be down slightly but is up from the second quarter of 2020. The Elko County Office market has included slightly declining office vacancy rates. The same has occurred in the City of Elko. Rental rates were noted to be generally stable in both Elko County and the City of Elko. Overall, the industrial and office market have been stable with the office showing signs of strength in the near future and industrial showing signs of uncertainty for the near future.

Highest and Best Use

The Highest and Best Use of a property is the use that is legally permissible, physically possible, and financially feasible which results in the highest value. An opinion of the highest and best use results from consideration of the criteria noted above under the market conditions or likely conditions as of the effective date of value. Determination of highest and best use results from the judgment and analytical skills of the appraiser. It represents an opinion, not a fact. In appraisal practice, the concept of highest and best use represents the premise upon which value is based.

Analysis of Highest and Best Use As Though Vacant

The primary determinants of the highest and best use of the property As Though Vacant are the issues of (1) Legal permissibility, (2) Physical possibility, (3) Financial feasibility, and (4) Maximum productivity.

Legally Permissible

The subject site is zoned ZLI, Light Industrial District which controls the general nature of permissible uses but is appropriate for the location and physical elements of the subject property, providing for a consistency of use with the general neighborhood. The purpose of the LI Zoning District is to provide and preserve areas reserved primarily for less intensive industrial use and activity normally associated with previously prepared materials and with minimal levels of noise, dust, odor, vibration or smoke, and to preclude encroachment of land uses such as residential uses that could be in conflict with the industrial and manufacturing environment. There is no minimum area or lot width for this zoning but there must be a 10-foot set back on all sides.

Principal uses that are permitted include: ambulance service, appliance repair, assayer, assembly of products and materials, auto and truck repair garage, auto parking lot, bakery, bottling plant, bus facilities or terminals, business machine service, cabinet manufacturing, clinics, contractor's services, corporate offices, dairy products distribution, drilling companies, electrician shop, equipment rentals and sales, fabricating of products and materials, financial institutions, fire stations, government facilities, health club, heavy equipment storage and sales, laboratories (medical, dental, optical, veterinarian, chemists), manufacturing of products and materials (limited in scale), medical offices, metallurgical lab, mini warehousing, municipal buildings, museums, park and ride facilities, plumbing shop, post office, professional offices, restaurants, storage units, trucking facilities or terminals, utility companies, veterinary clinics, warehousing, and other commercial uses, which are supportive and complimentary to LI uses. Conditional uses that are permitted include: childcare center, gas service station, halfway house for recovering alcohol and drug abusers, humanitarian campgrounds, and mobile homes or residential quarters for caretakers or watchmen.

The subject is also master planned as General Industrial, and the land use designation includes light to heavy industrial the land uses as well as some of the more intense commercial uses. Land use activity in this category may include research and development, clean technology, assembly and production as well as more intense industrial uses. It should be noted that these uses have some impact on surrounding areas in terms of noise, odor, dust or other nuisances that would likely extend beyond the property lines. Use of land must comply with the Elko City Code, and must be compatible with, and not frustrate, this Master Plan's goals and policies.

The location of the subject property is appropriate for the uses allowed, as noted previously, and a change in zoning is unlikely.

There are drainage easements on the south end of the site and west end of the site. There are utility and access easement on the east end of the site. There are no other known easements, encroachments, covenants or other use restrictions that would unduly limit or impede development.

Physically Possible

The physical attributes allow for a number of potential uses. Elements such as size, shape, availability of utilities, known hazards (flood, environmental, etc.), and other potential influences are described in the Site Description and have been considered. The utility of the site is adversely impacted by a 110-foot flood easement on the western side of the subject property as well as drainage easement on the south side. There are also utility easements and access easements on the eastern end. Only 43,142 square feet is usable.

Financially Feasible

The probable use of the site for industrial development conforms to the pattern of land use in the market area. A review of published yield, rental and occupancy rates suggest that there is a balanced supply and demand is slightly sufficient to support construction costs and ensure timely absorption of additional inventory in this market. Therefore, near-term speculative development of the subject site is marginally financially feasible. Currently there are no industrial properties being built in the market area and there has been 8,240 square feet of new deliveries in the market over the last four years. The vacancy rates have remained relatively low. An owner-user or build-to-suit property would be financially feasible.

The probable use of the site for office development conforms to the pattern of land use in the market area. A review of published yield, rental and occupancy rates suggest that there is a balanced supply and demand is slightly sufficient to support construction costs and ensure timely absorption of additional inventory in this market. Therefore, near-term speculative development of the subject site is financially feasible. Currently there are no office properties being built in the market area and there have been no new deliveries in the market for the last four years. Rental rates have been increasing and vacancies have been decreasing. This suggest that there is space for office properties in the market. The end of the COVID-19 era is likely to create for more spacious office spaces with less bullpen and cubicle areas which could create slightly more demand.

Maximally Productive

Among the financially feasible uses, the use that results in the highest value (the maximally productive use) is the highest and best use. Considering these factors, the maximally productive use as though vacant is for office use.

Conclusion of Highest and Best Use As Though Vacant

The conclusion of the highest and best use As Though Vacant is for office use.

Most Probable Buyer

As of the date of value, the most probable buyer of the subject property is a developer.

Land Valuation

Methodology

Site Value is most often estimated using the sales comparison approach. This approach develops an indication of market value by analyzing closed sales, listings, or pending sales of properties similar to the subject, focusing on the difference between the subject and the comparables using all appropriate elements of comparison. This approach is based on the principles of supply and demand, balance, externalities, and substitution, or the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership.

The process of developing the sales comparison approach consists of the following analyses: (1) researching and verifying transactional data, (2) selecting relevant units of comparison, (3) analyzing and adjusting the comparable sales for differences in various elements of comparison, and (4) reconciling the adjusted sales into a value indication for the subject site.

Unit of Comparison

The unit of comparison depends on land use economics and how buyers and sellers use the property. The unit of comparison in this analysis is per usable square foot.

Elements of Comparison

Elements of comparison are the characteristics or attributes of properties and transactions that cause the prices of real estate to vary. The primary elements of comparison considered in sales comparison analysis are as follows: (1) property rights conveyed, (2) financing terms, (3) conditions of sale, (4) expenditures made immediately after purchase, (5) market conditions, (6) location and (7) physical characteristics.

Comparable Sales Data

To obtain and verify comparable sales of vacant land properties, we conducted a search of public records, field surveys, interviews with knowledgeable real estate professionals in the area, and a review of our internal database.

The sales selected and presented in our analysis were judged to be the most comparable to develop an indication of market value for the subject property. There were five other sales that we considered but did not include in our analysis for reasons including: far location, different highest and best use, size, topography, date of sale, and overall larger adjustments. These sales are summarized below:

APN 001-422-002 0.61 Acres sold for \$4.05 psf on May 16, 2018
APN 001-920-018 1.00 Acres sold for \$2.98 psf on August 1, 2018
APN 006-09N-008 5.69 Acres sold for \$2.52 psf on July 19, 2019
APN 001-610-096 0.54 Acres sold for \$7.37 psf on September 6, 2019
APN 001-01A-009 2.65 Acres sold for \$5.63 psf on October 27, 2020

The following is a table summarizing each sale comparable and a map illustrating the location of each in relation to the subject. Details of each comparable follow the location map.

Land Sales Summary

Comp. No.	Date of Sale	Usable Sq. Ft.	Location	Elko, Nevada	Zoning	Proposed Use	Sales Price	Per Sq. Ft.
1	March-18	87,120	SEC Silver St and Walters Ct	Elko, Nevada	ZLI Commercial	Commercial	\$269,000	\$3.09
2	April-19	41,164	2209 N 5th St	Elko, Nevada	ZLI Commercial	Commercial	\$165,000	\$4.01
3	October-19	32,670	SE 30th Street and Idaho St	Elko, Nevada	ZC Commercial	Commercial	\$160,000	\$4.90
4	April-20	46,566	2540 Alta Vista Dr	Elko, Nevada	ZC Commercial	Commercial	\$270,000	\$5.80
5	July-20	83,635	3500 Idaho St	Elko, Nevada	ZC Commercial	Commercial	\$329,000	\$3.93
6	October-20	43,560	NEC Ann Way and Trescartes Ave	Spring Creek, Nevada	LI Commercial	Commercial	\$272,500	\$6.26

COMPARABLE SALES MAP



LAND COMPARABLE 1



Location Data

Address	SEC Silver St and Walters Ct	Latitude, Longitude	40 839135, -115.751292
Location Description	Southeast corner of Silver Street and Walters Court	TaxID/APN	001-630-098
City, County	Elko, Elko County		
State, Zip	Nevada 89801		

Sales Data

Grantor	Purcell Properties III, LLC	Sale Price	\$269,000	\$3 09/sf
Grantee	Retiremen, LLC			\$134,500.00/ac
Sale Date	03-08-2018	Financing Terms	\$0	
Sale Status	Closed	Conditions of Sale	\$0	
Document #	738006	Expenditures After Purchase	\$0	
Property Rights	Fee Simple	Non Realty Items	\$0	
Financing	All Cash to Seller	Adjusted Sale Price	\$269,000	\$3.09/sf
Conditions of Sale	Arm's Length			\$134,500/ac
Marketing Time	Unknown			

Verification

Confirmed With	Deed	Confirmed By	Gary Hardy
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Physical Data

Usable Land	87,120 sf/2.00 acres	Access	Average
Zoning Code	ZLI	Signalization	No
Zoning Description	Light Industrial	Primary Frontage	266' Silver Street
Topography	Mostly level	Secondary Frontage	302' Walters Court
Flood Zone	Shaded X	Parcel Type	Corner
Shape	Rectangular	Off-sites	All off-sites installed
Utilities	All are to the site	On-site Improvements	None
		Easements/Encumbrances	Unknown
		Environmental	No

Property Description

This property is located at the southeast corner of Silver Street and Walters Court adjacent to the Elko Police Department that was constructed in 2016 at the eastern section of the City of Elko.

Sale Remarks

According to the deed, this property sold on March 8, 2018 for \$269,000 from Purcell Properties III LLC to Retiremen LLC. The property was previously purchased in December of 2017 for \$298,000 and sold for 9.7% less three months later.

LAND COMPARABLE 2



Location Data

Address 2209 N 5th St
Location Description Northwest of North 5th Street and Spruce Road
City, County Elko, Elko County
State, Zip Nevada 89801

Latitude, Longitude 40.842077, -115.777376
TaxID/APN 001-610-102

Sales Data

Grantor Roger Rempfer
Grantee Curtis Properties, LLC
Sale Date 04-30-2019
Sale Status Closed
Document # 753958
Property Rights Fee Simple
Financing All Cash to Seller
Conditions of Sale Arm's Length
Marketing Time Unknown

Sale Price \$165,000 \$4.01/sf
Financing Terms \$0
Conditions of Sale \$0
Expenditures After Purchase \$0
Non Realty Items \$0
Adjusted Sale Price \$165,000 \$4.01/sf
 \$174,604/ac

Verification

Confirmed With Deed

Confirmed By Gary Hardy

Physical Data

Usable Land 41,164 sf/0.95 acres
Zoning Code ZLI
Zoning Description Light Industrial
Topography Level
Flood Zone X
Shape Slightly irregular
Utilities All are to the site

Access Average
Signalization No
Primary Frontage 195' North 5th Street
Secondary Frontage 0' None
Parcel Type Mid-Block
Off-sites Asphalt paving
On-site Improvements None
Easements/Encumbrances Unknown
Environmental No

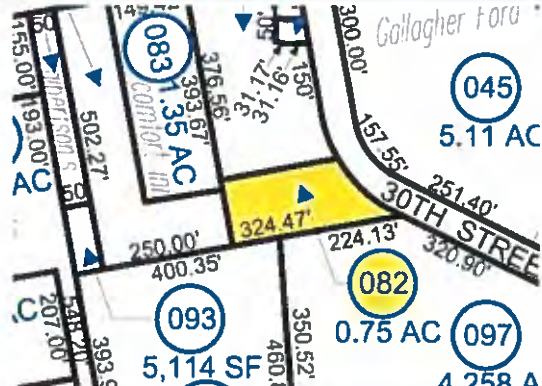
Property Description

This property is located on the west side of North 5th Street, 193 feet north of Spruce Road, north of the I-80 freeway

Sale Remarks

According to the deed, the property sold on April 30, 2019 for \$165,000. The sale included a double escrow with the property being purchased for \$38,500 and flipped on the same day for \$165,000.

LAND COMPARABLE 3



Location Data

Address SE 30th Street and Idaho St
Location Description South side of 30th Street between Idaho Street and Manzanita Lane
City, County Elko, Elko County
State, Zip Nevada 89801

Latitude, Longitude 40.852909, -115.741383
TaxID/APN 001-560-082

Sales Data

Grantor Michael Gallagher Trust et al
Grantee Wilson-Bates Furniture Co.
Sale Date 10-11-2019
Sale Status Closed
Document # 760600
Property Rights Fee Simple
Financing All Cash to Seller
Conditions of Sale Assemblage
Marketing Time Unknown

Sale Price \$160,000 \$4.90/sf
Financing Terms \$0
Conditions of Sale \$0
Expenditures After Purchase \$0
Non Realty Items \$0
Adjusted Sale Price \$160,000 \$4.90/sf
Marketing Time \$213,333/ac

Verification

Confirmed With Deed **Confirmed By** Gary Hardy

Physical Data

Usable Land 32,670 sf/0.75 acres
Zoning Code ZC
Zoning Description Commercial
Topography Generally level
Flood Zone X
Shape Rectangular
Utilities All are to the site

Access Average
Signalization No
Primary Frontage 162' 30th Street
Secondary Frontage 0' None
Parcel Type Mid-Block
Off-sites All off-sites are installed
On-site Improvements Graded
Easements/Encumbrances Unknown
Environmental No

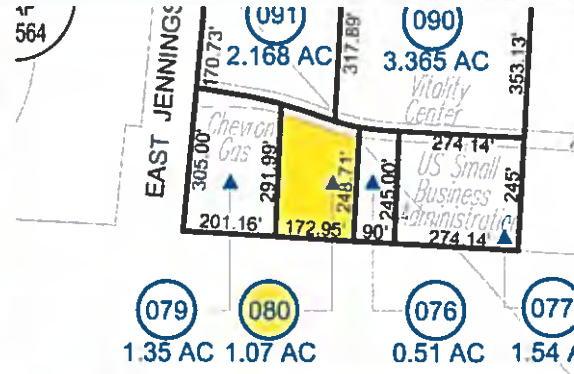
Property Description

This property is located along the south side of 30th Street between Idaho Street and Manzanita Road being south of the I-80 freeway in Elko.

Sale Remarks

According to public records, the property sold on October 11, 2019 for \$160,000. The seller was a family trust and the buyer is the owner of the adjacent furniture store.

LAND COMPARABLE 4



Location Data

Address 2540 Alta Vista Dr
Location Description Southeast of Alta Vista Drive and Jennings Way
City, County Elko, Elko County
State, Zip Nevada 89801

Latitude, Longitude 40.853990, -115.747438
TaxID/APN 001-560-080

Sales Data

Grantor K&L Rentals LLC
Grantee Raj Jaskaran
Sale Date 04-24-2020
Sale Status Closed
Document # 767803
Property Rights Fee Simple
Financing All Cash to Seller
Conditions of Sale Arm's Length
Marketing Time 277

Sale Price \$270,000 \$5.80/sf
Financing Terms \$0
Conditions of Sale \$0
Expenditures After Purchase \$0
Non Realty Items \$0
Adjusted Sale Price \$270,000 \$5.80/sf
 \$252,571.00/ac

Verification

Confirmed With Martin & Associates, Greg Martin, 775-934-3064

Confirmed By Gary Hardy

Physical Data

Usable Land 46,566 sf/1.07 acres
Zoning Code ZC
Zoning Description Commercial
Topography Generally level
Flood Zone X
Shape Rectangular
Utilities All are to the site

Access Average to Good
Signalization No
Primary Frontage 172' Alta Vista Drive
Secondary Frontage 0' I-80 West bound
 Jennings Way Exit
Parcel Type Mid-Block
Off-sites All off-sites installed
On-site Improvements Some asphalt paving
Easements/Encumbrances Yes
Environmental No

Property Description

This property is located along the south side of Alta Vista Drive, 202 feet east of Jennings Way along the north side of the I-80 freeway in Elko.

Sale Remarks

We spoke with the listing broker who stated that the property was a market transaction with nothing unusual about the sale. The property sold for \$270,000 which was lowered by \$10,000 due to COVID and the seller wanting to close the deal. The property was originally listed for \$315,000 after being on the market for about 9 months.

LAND COMPARABLE 5



Location Data

Address	3500 Idaho St	Latitude, Longitude	40 856819, -115 739582
Location Description	Southeast corner of Idaho Street and Ironhorse Drive	TaxID/APN	001-860-OAB
City, County	Elko, Elko County		
State, Zip	Nevada 89801		

Sales Data

Grantor	Ironhorse Elko, LLC	Sale Price	\$329,000	\$3.93/sf
Grantee	Foothill Development, LLC			\$171,355.00/ac
Sale Date	07-02-2020	Financing Terms	\$0	
Sale Status	Closed	Conditions of Sale	\$0	
Document #	770688	Expenditures After Purchase	\$0	
Property Rights	Fee Simple	Non Realty Items	\$0	
Financing	All Cash to Seller	Adjusted Sale Price	\$329,000	\$3 93/sf
Conditions of Sale	Arm's Length			\$171,355/ac
Marketing Time	Unknown			

Verification

Confirmed With	Deed	Confirmed By	Gary Hardy
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Physical Data

Usable Land	83,635 sf/1.92 acres	Access	Average
Zoning Code	ZC	Signalization	No
Zoning Description	Commercial	Primary Frontage	350' Idaho Street
Topography	Gently sloping	Secondary Frontage	120' Ironhorse Drive
Flood Zone	X	Parcel Type	Corner
Shape	Irregular	Off-sites	All off-sites installed
Utilities	All are to the site	On-site Improvements	None with some fill dirt
		Easements/Encumbrances	Unknown
		Environmental	No

Property Description

This property is located on the south side of Idaho Street half a mile east of Jennings Way near the northeast end of Elko.

Sale Remarks

According to the deed, this property sold on July 2, 2020 for \$329,000. The property was flipped less in less than 35 days. The buyer in May (Ironhorse Elko LLC) purchased the site for \$329,000 as they were the adjacent owner. We spoke with a local broker who did not represent the transaction but was familiar with the sale who stated that Ironhorse Elko LLC purchased the site to have control of the end use. They were able to find an end user to sell the property for no profit in hopes that the use would provide synergy to the existing business.

LAND COMPARABLE 6



Location Data

Address NEC Ann Way and Trescartes Ave
Location Description Northeast corner of Ann Way and Trescartes Avenue
City, County Spring Creek, Elko County
State, Zip Nevada 89815

Latitude, Longitude 40.780525, -115.652586
TaxID/APN 006-30A-041

Sales Data

Grantor	Seem Holdings, LLC	Sale Price	\$272,500	\$6.26/sf
Grantee	Alt, Toby J et al			\$272,500.00/ac
Sale Date	10-08-2020	Financing Terms	\$0	
Sale Status	Closed	Conditions of Sale	\$0	
Document #	775187	Expenditures After Purchase	\$0	
Property Rights	Fee Simple	Non Realty Items	\$0	
Financing	All Cash to Seller	Adjusted Sale Price	\$272,500	\$6.26/sf
Conditions of Sale	Arm's Length			\$272,500/ac
Marketing Time	Unknown			

Verification

Confirmed With	Deed	Confirmed By	Gary Hardy
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Physical Data

Land Size	43,560 sf/1.00 acres	Access	Average
Usable Land	43,560 sf/1.00 acres	Signalization	No
Zoning Code	LI	Primary Frontage	445' Ann Way
Zoning Description	Light Industrial	Secondary Frontage	70' Trescartes Ave
Topography	Generally Level	Parcel Type	Corner
Flood Zone	X	Off-sites	Some asphalt paving
Shape	Triangular	On-site Improvements	None
Utilities	All utilities near site	Easements/Encumbrances	Unknown
		Environmental	No

Property Description

This property is located along the west side of Trescartes Avenue at the corner of Ann Way and Kennedy Avenue. The property is 320 feet north of Lamoille Highway south of Elko.

Sale Remarks

According to the Grant, Bargain, and Sale Deed, the property sold on October 8, 2020 for \$272,500. No unusual conditions were noted.

Land Sales Comparison Analysis

When necessary, adjustments were made for differences in various elements of comparison, including property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, location, and other physical characteristics. If the element in comparison is considered superior to that of the subject, we applied a negative adjustment. Conversely, a positive adjustment was applied if inferior. A summary of the elements of comparison follows.

Transaction Adjustments

Transaction adjustments include (1) real property rights conveyed, (2) financing terms, (3) conditions of sale and (4) expenditures made immediately after purchase. These items, which are applied prior to the market conditions and property adjustments, are discussed as follows:

Real Property Rights Conveyed

Real property rights conveyed influence sale prices and must be considered when analyzing a sale comparable. The appraised value and sale comparables all reflect the fee simple interest with no adjustments required.

Financing Terms

The transaction price of one property may differ from that of an identical property due to different financial arrangements. Sales involving financing terms that are not at or near market terms require adjustments for cash equivalency to reflect typical market terms. A cash equivalency procedure discounts the atypical mortgage terms to provide an indication of value at cash equivalent terms. All of the sale comparables involved typical market terms by which the sellers received cash or its equivalent and the buyers paid cash or tendered typical down payments and obtained conventional financing at market terms for the balance. Therefore, no adjustments for this category were required.

Conditions of Sale

When the conditions of sale are atypical, the result may be a price that is higher or lower than that of a normal transaction. Adjustments for conditions of sale usually reflect the motivations of either a buyer or a seller who is under duress to complete the transaction. Another more typical condition of sale involves the downward adjustment required to a comparable property's for-sale listing price, which usually reflects the upper limit of value. No adjustments for atypical conditions or for-sale listings were warranted.

Sale 1 included an arm's length transaction between unrelated parties; however, we noted that the property sold about a year earlier for a higher sale price indicating a motivated seller. The sale sold about 10% higher and considering market conditions, an upward adjustment of 10.0% was warranted.

Sales 2, 4, 5, and 5 all include typical conditions of sale and no adjustment was warranted.

Sale 3 was purchased by an adjacent owner for assemblage. We noted that the price paid was above market. We compared Sale 3 with the other sales and a downward adjustment of 10.0% was warranted.

Expenditures Made Immediately After Purchase

A knowledgeable buyer considers expenditures required upon purchase of a property, as these costs affect the price the buyer agrees to pay. Such expenditures may include: costs to demolish and remove any portion of the improvements, costs to petition for a zoning change, and/or costs to remediate environmental contamination.

The relevant figure is not the actual cost incurred, but the cost anticipated by both the buyer and seller. Unless the sales involved expenditures anticipated upon the purchase date, no adjustments to the comparable sales are required for this element of comparison. The parties to these transactions did not anticipate expenditures were required immediately after purchase; therefore, no adjustments were warranted.

Market Conditions Adjustment

Market conditions change over time because of inflation, deflation, fluctuations in supply and demand, or other factors. Changing market conditions may create a need for adjustment to comparable sale transactions completed during periods of dissimilar market conditions.

The global outbreak of a "novel coronavirus" (known as COVID-19) was officially declared a pandemic by the World Health Organization (WHO) on March 11, 2020. CRE markets are reporting drops in transaction volumes due to travel restriction, quarantines and "stay at home" orders. Additionally, movements in the stock market and interest rates as well as stimulus packages and legislation are causing many deals in progress to be put on hold.

Discussions with market participants and a review of market data indicated overall market conditions for vacant land properties have been stable to improving with recent transactions confirming this trend. The sales utilized in our analysis sold between March of 2018 and October of 2020. These sales shown increased in the market. We also reviewed other local land sales, improved sales, and trends utilizing CoStar analytics. Considering discussions from market participants, the sales utilized in our analysis and other sales trends, we increased the sales at 5.0% per year up until March of 2020 at the start of the COVID-19 pandemic. During the pandemic we noted the market slowed down a little with a decreased sales volume and noted a stable and flat market. As a result, we left the market conditions flat from March of 2020 to current.

Property Adjustments

Property adjustments are usually expressed quantitatively as percentages or dollar amounts that reflect the differences in value attributable to the various characteristics of the property. In some instances, however, qualitative adjustments are used. These adjustments are based on locational and physical characteristics and are applied after transaction and market conditions adjustments.

Our reasoning for the property adjustments made to each sale comparable follows. The discussion analyzes each adjustment category deemed applicable to the subject property.

Location

Location adjustments may be required when the locational characteristics of a comparable property are different from those of the subject property. These include, but are not limited to, general neighborhood characteristics, freeway accessibility, street exposure, corner versus interior lot location, neighboring properties, view amenities, and other factors.

The subject property is located along Walters Court with average access and average visibility.

Sale 1 is located in the same cul-de-sac as the subject property and includes a similar location and no adjustment was warranted.

Sales 2, 3, and 5 are located farther northwest with proximity to the I-80 freeway in a slightly superior location and a downward adjustment of 5.0% was warranted.

Sale 4 is located along the south side of Alta Vista Drive with access from Jennings Way which is a major north south arterial with on-ramps and off-ramps from the I-80 freeway. Sale 4 also includes visibility from the I-80 freeway. The area includes commercial and tourist uses. Sale 4 was noted to include a significantly superior location compared with the subject property. We also compared Sale 4 with the other sales and a downward adjustment of 25.0% was warranted.

Sale 6 is located in the town just south of the City of Elko known as Spring Creek. Sale 6 is located at the northeast corner of Ann Way and Trescartes Avenue adjacent to a recently completed tavern. The area includes a superior location with significant traffic as both arterial connect to the elementary school, middle school, and high school located to the southeast. This area also has few industrial zoned parcels which drives up the demand. We compared Sale 6 with the other sales and noted Sale 6 includes a superior location. As a result, a downward adjustment of 35.0% was warranted.

Size

The size adjustment addresses variance in the physical size of the comparables and that of the subject, as a larger parcel typically commands a lower price per unit than a smaller parcel. This inverse relationship is due, in part, to the principle of "economies of scale."

The subject property consists of 0.99 acres (43,142 square feet) of useable land area. The sales range in size from 32,670 to 87,120 square feet and some required size adjustments.

Sales 1 and 5 are slightly larger being impacted by the principle of economies of scale and an upward adjustment of 5.0% was warranted.

Sales 2, 3, 4, and 6 all include a similar size compared with the subject property and no adjustment was warranted.

Shape/Depth

Sites with an irregular shape may limit development options. Irregular shapes can impact building placement and size as well. The subject site consists of a rectangular-shaped tract considered similar enough to the land sales to not warrant an adjustment for this category.

Utilities

The subject property has utilities available on the date of value. All of the sales include similar available utilities compared with the subject property and no adjustment was warranted.

Topography

The subject has a level to sloping topography. We have taken out the sloping topography that is located in the drainage and easement areas. The usable topography is level.

Sales 1, 2, 3, 4, and 6 all have a similar level topography compared with the subject property and no adjustment was warranted.

Sale 5 was noted to have a slightly gently topography with potential for added costs prior to development. As a result, an upward adjustment of 5.0% was warranted.

Floodplain

A property's location within flood zone areas is typically a negative factor due to the increased costs of raising improvements up out of the floodplain, as well as additional insurance costs associated with improvements. The subject property flood zones were identified as Zone X (shaded) and Zone AH. The Zone AH areas are not included in the usable areas.

All of the sales are located in a Shaded Zone X or Zone X not requiring additional insurance costs similar to the subject property and no adjustment was warranted.

Zoning

The highest and best use of sale comparables should be very similar to that of the subject property. When comparables with the same zoning as the subject are lacking or scarce, parcels with slightly different zoning, but a highest and use similar to that of the subject may be used as comparables. These comparables may require an adjustment for differences in utility if the market supports such adjustment.

The subject site has zoning that allows development of office and light industrial district. Within the past four years, the Elko Police Department constructed a new office building to the north of the subject property and includes the same zoning and planned land use.

Sales 1, 2, and 6 all include a similar industrial zoning compared with the subject property and no adjustment was warranted.

Sales 3, 4, and 5 all include a commercial zoning and we selected sales that could likely include a similar highest and best used being constructed near existing industrial developments that are constructed on land zoned ZC. The ZC zoning is noted to be slightly superior and a downward adjustment of 5.0% was warranted.

Off-Site Improvements

When the Elko Police Department building was constructed the Walters Court cul-de-sac was improved with asphalt paving, curbs, gutters, sidewalks, and utilities.

Sales 1, 3, 4, and 5 all include similar off-site improvements compared with the subject property and no adjustment was warranted.

Sales 2 and 6 include inferior off-site improvements being inferior to the subject property and an upward adjustment of 5.0% was warranted.

Easements/Encumbrances

The subject property includes drainage, flood, utility, and access easements as described in the Site Description. These areas are not included in the usable area and the subject's useable area is not encumbered by any other easements or encumbrances.

All of the sales include similar easements with no known adverse easements or encumbrances being similar to the subject property and no adjustment was warranted.

Non-Realty Components

The subject property and all of the sales did not report having non-realty components of value and no adjustment was warranted.

Summary of Adjustments

Presented on the following page is a summary of the adjustments made to the sale comparables. As noted earlier, these quantitative adjustments were based on our market research, best judgment, and experience in the appraisal of similar properties.

LAND SALES ADJUSTMENT GRID

Subject		Sale # 1	Sale # 2	Sale # 3	Sale # 4	Sale # 5	Sale # 6
Sale ID		1518952	1518959	1518961	1518960	1519044	1518922
Date of Value & Sale	February-21	March-18	April-19	October-19	April-20	July-20	October-20
Unadjusted Sales Price		\$269,000	\$165,000	\$160,000	\$270,000	\$329,000	\$272,500
Usable Square Feet	43,142	87,120	41,164	32,670	46,566	83,635	43,560
Unadjusted Sales Price per Usable Sq. Ft.		\$3.09	\$4.01	\$4.90	\$5.80	\$3.93	\$6.26
Transactional Adjustments							
Property Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjusted Sales Price		\$3.09	\$4.01	\$4.90	\$5.80	\$3.93	\$6.26
Financing Terms							
	Cash to Seller	All Cash to Seller	All Cash to Seller	All Cash to Seller	All Cash to Seller	All Cash to Seller	All Cash to Seller
Adjusted Sales Price		\$3.09	\$4.01	\$4.90	\$5.80	\$3.93	\$6.26
Conditions of Sale	Typical	Arm's Length	Arm's Length	Assemblage	Arm's Length	Arm's Length	Arm's Length
Adjusted Sales Price		\$3.40	\$4.01	\$4.41	\$5.80	\$3.93	\$6.26
Expenditures after Sale		\$0	\$0	\$0	\$0	\$0	\$0
Adjusted Sales Price		\$3.40	\$4.01	\$4.41	\$5.80	\$3.93	\$6.26
Market Conditions Adjustments							
Elapsed Time from Date of Value		2.91 years	1.76 years	1.32 years	0.78 years	0.59 years	0.32 years
Market Trend Through	March-20	10.1%	4.4%	2.1%			
Subsequent Trend Ending	February-21						
Analyzed Sales Price		\$3.74	\$4.18	\$4.50	\$5.80	\$3.93	\$6.26
Physical Adjustments							
Location	184 Walters Ct	SEC Silver St and Walters Ct	2209 N 5th St	SE 30th Street and Idaho St	2540 Alta Vista Dr	3500 Idaho St	NEC Ann Way and Trescartes Ave
	Elko, Nevada	Elko, Nevada	Elko, Nevada	Elko, Nevada	Elko, Nevada	Elko, Nevada	Spring Creek, Nevada
Adjustment		-	-5.0%	-5.0%	-25.0%	-5.0%	-35.0%
Size	43,142 sf	87,120 sf	41,164 sf	32,670 sf	46,566 sf	83,635 sf	43,560 sf
Adjustment		5.0%				5.0%	
Shape/Depth	Rectangular	Rectangular	Slightly irregular	Rectangular	Rectangular	Irregular	Triangular
Adjustment							
Utilities	Utilities to the site	All are to the site	All are to the site	All are to the site	All are to the site	All are to the site	All utilities near site
Adjustment							
Topography	Level to Sloping	Mostly level	Level	Generally level	Generally level	Gently sloping	Generally Level
Adjustment						5.0%	
Floodplain	Zone X (shaded) and Zone AH	Shaded X	X	X	X	X	X
Adjustment							
Zoning	ZLI	ZLI	ZLI	ZC	ZC	ZC	LI
Adjustment				-5.0%	-5.0%	-5.0%	
Off-Site Improvements	All included	Similar	Inferior	Similar	Similar	Similar	Inferior
Adjustment			5.0%				5.0%
Easements/Encumbrances	Typical	Similar	Similar	Similar	Similar	Similar	Similar
Adjustment							
Non-Realty Components	None	None	None	None	None	None	None
Adjustment							
Net Physical Adjustment		5.0%		10.0%	-30.0%		30.0%
Adjusted Sales Price per Usable Square Foot		\$3.93	\$4.18	\$4.05	\$4.06	\$3.93	\$4.38

Conclusion

From the market data available, we used the relevant land sales in competitive market areas which were adjusted based on pertinent elements of comparison. The analysis of the sales in our set resulted in a range of unit pricing from which our value conclusion is drawn. The following table summarizes the unit prices resulting from our analysis:

Land Sale Statistics

Metric	Unadjusted	Analyzed	Adjusted
Min. Sales Price per Usable Square Foot	\$3.09	\$3.74	\$3.93
Max. Sales Price per Usable Square Foot	\$6.26	\$6.26	\$4.38
Median Sales Price per Usable Square Foot	\$4.45	\$4.34	\$4.06
Mean Sales Price per Usable Square Foot	\$4.66	\$4.74	\$4.09

The most comparable sales were Sale 2, with an adjusted sale price of \$4.18 per usable square foot, and Sale 5 with an adjusted sale price of \$3.93 per usable square foot. Sales 2 and 5 include the least number of net physical adjustments at 0% and Sale 5 was the second most recent sale and most recent local sale. As shown above, the adjusted prices for all of the sales ranged from \$3.93 to \$4.38 per usable square foot, with an average of \$4.09 per usable square foot and a median of \$4.06 per usable square foot.

The sales that we considered but did not include in our analysis included an unadjusted range from \$2.52 per usable square foot to \$7.37 per usable square foot. The subject falls within the middle of this range. We did not include these additional sales as they required more adjustments and were less comparable than the sales utilized in our analysis.

Based on the adjusted prices and the analysis of the sales presented, we have concluded a unit value for the subject property is near the mid-point of the adjusted range.

Based on this analysis, the land value conclusions are summarized as follows:

Land Value Conclusion

Reasonable Adjusted Comparable Range				
43,142 square feet	x	\$3.95 psf	=	\$170,411
43,142 square feet	x	\$4.35 psf	=	\$187,668
Market Value Opinion				(Rounded)
43,142 square feet	x	\$4.00 psf	=	\$175,000

Conclusion

Summary of Value Indications

The indicated values from the approaches used and our concluded market values for the subject property are summarized in the following table.

Value Conclusion	
Component	As Is
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Value	February 2, 2021
Value Conclusion	\$175,000
	\$4.06 psf

To reach a final opinion of value, we considered the reliability and relevance of each value indication based upon the quality of the data and applicability of the assumptions underlying each approach. Given the availability and reliability of data within the Sales Comparison Approach, we gave this approach primary weight in arriving at our final value conclusions. Furthermore, land properties such as the subject property are typically purchased by a developer, who primarily rely upon the methods employed by the Sales Comparison Approach.

Our findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which might have affected the assignment results:

Extraordinary Assumptions:

- There are no extraordinary assumptions used in this appraisal assignment.

Hypothetical Conditions:

- There are no hypothetical conditions used in this appraisal assignment.

Previous Listings or Sales

The subject property is not offered for sale on the open market and has not sold within the past three years. The property was listed for sale for \$168,850 in August 2020 but the listing was removed in November 2020, according to trulia.com. Our opinion of market value is 3.6% above the list price considered to be reasonable. We have reviewed other sales listed that were sold by the seller and noted that they prefer fewer days on market which can result in slightly lower list and sale prices.

Exposure Time and Marketing Period

Based on statistical information about days on market, escrow length, and marketing times gathered through national investor surveys, sales verification, and interviews of market participants, marketing and exposure time estimates of 6 to 12 months and 6 to 12 months, respectively, are considered reasonable and appropriate for the subject property.

General Assumptions and Limiting Conditions

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

1. The legal description – if furnished to us – is assumed to be correct.
2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.
3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Valbridge Property Advisors | Las Vegas will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
4. The stamps and/or consideration placed on deeds used to indicate sales are in correct relationship to the actual dollar amount of the transaction.
5. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing in the subject property.
6. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made.
7. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Valbridge Property Advisors | Las Vegas is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.
8. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.
9. The dates of value to which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions. Appraiser is not responsible for determining whether the date of value requested by Client is appropriate for Client's intended use.
10. The sketches, maps, plats and exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.
11. The information, estimates and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them can be assumed by the appraiser.

12. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.
13. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.
14. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Valbridge Property Advisors | Las Vegas and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability or accountability to any third party.
15. Distribution of this report is at the sole discretion of the client, but third-parties not listed as an intended user on the face of the appraisal or the engagement letter may not rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
16. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Valbridge Property Advisors | Las Vegas.
17. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
18. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
19. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject property's flood zone classification from a licensed surveyor.
20. If the appraisal is for mortgage loan purposes 1) we assume satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.
21. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.

22. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. We inspected the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. Should the client have concerns in these areas, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise to make such inspections and assumes no responsibility for these items.
23. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.
24. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.
25. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire more precise measurement, they are urged to retain the measurement services of a qualified professional (space planner, architect or building engineer) as an alternative source. If this alternative measurement source reflects or reveals substantial differences with the measurements used within the report, upon request of the client, the appraiser will submit a revised report for an additional fee.
26. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, upon request of the client, the appraiser will submit a revised report for an additional fee.
27. If only preliminary plans and specifications were available for use in the preparation of this appraisal, and a review of the final plans and specifications reveals substantial differences upon request of the client the appraiser will submit a revised report for an additional fee.

28. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.
29. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.
30. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.
31. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.
32. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute prediction of future operating results. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance.
33. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.
34. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.

35. You and Valbridge Property Advisors | Las Vegas both agree that any dispute over matters in excess of \$5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Valbridge Property Advisors | Las Vegas and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against Valbridge Property Advisors | Las Vegas or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by Valbridge Property Advisors | Las Vegas for this assignment, and under no circumstances shall any claim for consequential damages be made.
36. Valbridge Property Advisors | Las Vegas shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Valbridge Property Advisors | Las Vegas. "Client" shall not include partners, affiliates, or relatives of the party named in the engagement letter. Client shall hold Valbridge Property Advisors | Las Vegas and its employees harmless in the event of any lawsuit brought by any third party, lender, partner, or part-owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Valbridge Property Advisors | Las Vegas harmless from and against any liability, loss, cost, or expense incurred or suffered by Valbridge Property Advisors | Las Vegas in such action, regardless of its outcome.
37. The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by Lubawy and Associates, Inc. Neither Valbridge Property Advisors, Inc., nor any of its affiliates has been engaged to provide this report. Valbridge Property Advisors, Inc. does not provide valuation services, and has taken no part in the preparation of this report.
38. If any claim is filed against any of Valbridge Property Advisors, Inc., a Florida Corporation, its affiliates, officers or employees, or the firm providing this report, in connection with, or in any way arising out of, or relating to, this report, or the engagement of the firm providing this report, then (1) under no circumstances shall such claimant be entitled to consequential, special or other damages, except only for direct compensatory damages, and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide this report.
39. This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc., or its affiliates, for quality control purposes.
40. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.
41. The global outbreak of a "novel coronavirus" (known as COVID-19) was officially declared a pandemic by the World Health Organization (WHO). It is currently unknown what direct, or indirect, effect, if any, this event may have on the national economy, the local economy or the market in which the subject property is located. The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of this event, or any event, subsequent to the effective date of the appraisal.

Certification – Gary Hardy

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have 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.
4. The undersigned has not performed 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.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My 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 value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. Gary Hardy has personally inspected the subject property.
10. No one provided significant real property appraisal assistance to the person signing this certification.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, the undersigned has completed the Standards and Ethics Education Requirement for Candidates/Practicing Affiliates of the Appraisal Institute.



Gary Hardy
Senior Appraiser
Nevada License #A.0207789-CG
License Expires 10-31-2022

Addenda

Additional Subject Photographs

Exhibits provided by the Client

Glossary

Qualifications

- Gary Hardy - Senior Appraiser

Information on Valbridge Property Advisors

Office Locations

Additional Subject Photographs



Looking Southeast along Walters Court
Subject Property is at the end on the right



Looking Southeast at the end of the Walters
Court Cul-de-sac. Subject Property is straight
and to the right



Looking Northwest at Walters Court from the
East side of the Subject Property



Looking Northeast from the Southwest end of
the Subject Property



Looking Northwest from the Southeast end of
the Subject Property



Looking Southwest from the Northeast end of
the Subject Property



Looking Northeast at the elevation drop at the rear of the property where the drainage easement is located



Looking Northwest from the Southwest end of the subject property at the elevations changes and drainage easements on the West end



Looking Southwest at the elevation drop at the rear of the property where the drainage easement is located



Looking South from the North end of the subject property at the elevations changes and drainage easements on the West end

Exhibits provided by the Client

City of Elko, Nevada

Parcel 001-630-060 Detention Basin

OPERATION & MAINTENANCE PLAN

February 4th, 2014

The City of Elko Public Works Department will provide maintenance as required to assure that the Parcel 001-630-060 Detention Basin facilities provide for flood protection from the base flood (One percent annual chance of exceedence). The detention volume is dedicated for flood control purposes. The operation and maintenance plan is as described below.

OPERATIONS

The design base flood event is a rainfall runoff event which may have very little (if any) advance notice of occurrence. Therefore, operations prior to a flood event include inspections and having public works equipment available and ready to respond as needed.

FREQUENCY OF SURVEYS, INSPECTIONS, EVALUATIONS, AND MAINTENANCE:

After each significant runoff event (at least annually), perform the following inspection and record observations in a log book or a maintenance record form including photos:

Inspect the detention basin and drainage features.

After each inspection, perform the maintenance as needed to return the facilities to the design condition including repairing any erosion damage and removal of debris and sediment accumulated in the detention area.



Curtis Calder, City of Elko-City Manager

City of Elko, Nevada**Parcel 001-630-087, 001-630-088, 001-630-089 Detention Basin****OPERATION & MAINTENANCE PLAN****April 7, 2016**

The City of Elko Public Works Department will provide maintenance as required to assure that the Parcel 001-630-087, 001-630-088, 001-630-089 Detention Basin facilities provide for flood protection from the base flood (One percent annual chance of exceedence). The detention volume is dedicated for flood control purposes. The operation and maintenance plan is as described below.

OPERATIONS

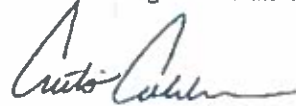
The design base flood event is a rainfall runoff event which may have very little (if any) advance notice of occurrence. Therefore, operations prior to a flood event include inspections and having public works equipment available and ready to respond as needed.

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After each significant runoff event (at least annually), perform the following inspection and record observations in a log book or a maintenance record form including photos:

Inspect the detention basin and drainage features.

After each inspection, perform the maintenance as needed to return the facilities to the design condition including repairing any erosion damage and removal of debris and sediment accumulated in the detention area.



Curtis Calder, City of Elko-City Manager

SURVEY OF USABLE AREA



This Survey was provided to us by Bob Thibault with the City of Elko.

Glossary

Definitions are taken from The Dictionary of Real Estate Appraisal, 6th Edition (Dictionary), the Uniform Standards of Professional Appraisal Practice (USPAP), and Building Owners and Managers Association International (BOMA).

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)

Amortization

The process of retiring a debt or recovering a capital investment, typically through scheduled, systematic repayment of the principal; a program of periodic contributions to a sinking fund or debt retirement fund. (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)

Base Rent

The minimum rent stipulated in a lease. (Dictionary)

Base Year

The year on which escalation clauses in a lease are based. (Dictionary)

Building Common Area

In office buildings, the areas of the building that provide services to building tenants but which are not included in the office area or store area of any specific tenant. These areas may include, but shall not be limited to, main and auxiliary lobbies, atrium spaces at the level of the finished floor, concierge areas or security desks, conference rooms, lounges or vending areas, food service facilities, health or fitness centers, daycare facilities, locker or shower facilities, mail rooms, fire control rooms, fully enclosed courtyards outside the exterior walls, and building core and service areas such as fully enclosed mechanical or equipment rooms. Specifically excluded from building common area are floor common areas, parking space, portions of loading docks outside the building line, and major vertical penetrations. (BOMA)

Building Rentable Area

The sum of all floor rentable areas. Floor rentable area is the result of subtracting from the gross measured area of a floor the major vertical penetrations on that same floor. It is generally fixed for the life of the building and is rarely affected by changes in corridor size or configuration. (BOMA)

Bulk Value

The value of multiple units, subdivided plots, or properties in a portfolio as though sold together in a single transaction.

Certificate of Occupancy (COO)

A formal written acknowledgment by an appropriate unit of local government that a new construction or renovation project is at the stage where it meets applicable health and safety codes and is ready for commercial or residential occupancy. (Dictionary)

Common Area Maintenance (CAM)

The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property. (Dictionary)

The amount of money charged to tenants for their shares of maintaining a [shopping] center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenance, snow removal, security and upkeep. (ICSC – International Council of Shopping Centers, 4th Ed.)

Condominium

A multiunit structure, or a unit within such a structure, with a condominium form of ownership. (Dictionary)

Conservation Easement

An interest in real estate restricting future land use to preservation, conservation, wildlife habitat, or some combination of those uses. A conservation easement may permit farming, timber harvesting, or other uses of a rural nature as well as some types of conservation-oriented development to continue, subject to the easement. (Dictionary)

Contributory Value

A type of value that reflects the amount a property or component of a property contributes to the value of another asset or to the property as a whole.

The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component. Also called deprival value in some countries. (Dictionary)

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service ($DCR = NOI/Im$), 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)*. A larger *DCR* typically indicates a greater ability for a property to withstand a reduction of income, providing an improved safety margin for a lender. (Dictionary)

Deed Restriction

A provision written into a deed that limits the use of land. Deed restrictions usually remain in effect when title passes to subsequent owners. (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.

In accounting, an allocation of the original cost of an asset, amortizing the cost over the asset's life; calculated using a variety of standard techniques. (Dictionary)

Disposition Value

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

- Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
- The property is subjected to market conditions prevailing as of the date of valuation;
- Both the buyer and seller are acting prudently and knowledgeably;
- The seller is under compulsion to sell;
- The buyer is typically motivated;
- Both parties are acting in what they consider to be their best interests;
- An adequate marketing effort will be made during the exposure time;
- Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto; and
- 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. (Dictionary)

Double Net (Net Net) Lease

An alternative term for a type of net lease. In some markets, a net net lease is defined as a lease in which the tenant is responsible to pay both property taxes and premiums for insuring the building(s). (Valbridge)

(The market definition of a double net lease varies depending on the market)

Easement

The right to use another's land for a stated purpose. (Dictionary)

EIFS

Exterior Insulation Finishing System. This is a type of exterior wall cladding system. Sometimes referred to as dry-vit.

Effective Date

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

In a lease document, the date upon which the lease goes into effect. (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 Rent

Total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions; the rent that is effectively paid by a tenant net of financial concessions provided by a landlord. (TIs). (Dictionary)

EPDM

Ethylene Propylene Diene Monomer Rubber. A type of synthetic rubber typically used for roof coverings. (Dictionary)

Escalation Clause

A clause in an agreement that provides for the adjustment of a price or rent based on some event or index. e.g., a provision to increase rent if operating expenses increase; also called *escalator clause*, *expense recovery clause* or *stop clause*. (Dictionary)

Estoppel Certificate

A signed statement by a party (such as a tenant or a mortgagee) certifying, for another's benefit, that certain facts are correct, such as that a lease exists, that there are no defaults, and that rent is paid to a certain date. (Black's) In real estate, a buyer of rental property typically requests estoppel certificates from existing tenants. Sometimes referred to as an *estoppel letter*. (Dictionary)

Excess Land

Land that is not needed to serve or support the existing use. 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. (Dictionary)

Expense Stop

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

Exposure Time

The time a property remains on the market.

The estimated 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;

Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. (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.

Comment: 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. (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 Common Area

In an office building, the areas on a floor such as washrooms, janitorial closets, electrical rooms, telephone rooms, mechanical rooms, elevator lobbies, and public corridors which are available primarily for the use of tenants on that floor. (BOMA)

Full Service (Gross) Lease

A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called a *full service lease*. (Dictionary)

Furniture, Fixtures, and Equipment (FF&E)

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

Gross leasable area plus all common areas.

For residential space, the total area of all floor levels measured from the exterior of the walls and including the superstructure and substructure basement; typically does not include garage space. (Dictionary)

Gross Measured Area

The total area of a building enclosed by the dominant portion (the portion of the inside finished surface of the permanent outer building wall which is 50 percent or more of the vertical floor-to-ceiling dimension, at the given point being measured as one moves horizontally along the wall), excluding parking areas and loading docks (or portions of same) outside the building line. It is generally not used for leasing purposes and is calculated on a floor by floor basis. (BOMA)

Gross Up Method

A method of calculating variable operating expenses in income-producing properties when less than 100% occupancy is assumed. Expenses reimbursed based on the amount of occupied space, rather than on the total building area, are described as "grossed up." (Dictionary)

Gross Retail Sellout

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 though sold together in a single transaction; it is simply the total of the individual market value conclusions. Also called the *aggregate of the retail values*, *aggregate retail selling price* or *sum of the retail values*. (Dictionary)

Ground Lease

A lease that grants the right to use and occupy land. Improvements made by the ground lessee typically revert to the ground lessor at the end of the lease term. (Dictionary)

Ground Rent

The rent paid for the right to use and occupy land according to the terms of a ground lease; the portion of the total rent allocated to the underlying land. (Dictionary)

HVAC

Heating, ventilation, air conditioning (HVAC) system. A unit that regulates the temperature and distribution of heat and fresh air throughout a building. (Dictionary)

Highest and 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 the asset when formulating the price that it would be willing to bid. (IVS)

[The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions) (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.

Comment: 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)

Insurable Value

A type of value for insurance purposes. (Typically this includes replacement cost less basement excavation, foundation, underground piping and architect's fees). (Dictionary)

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)

Just Compensation

In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken. Just compensation should put the owner in as good a position pecuniarily as he or she would have been if the property had not been taken. (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 reversionary 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)

See also Positive Leasehold and Negative Leasehold.

Lessee (Tenant)

One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement. (Dictionary)

Lessor (Landlord)

One who conveys the rights of occupancy and use to others under a lease agreement. (Dictionary)

Liquidation Value

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

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

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. (Dictionary)

Loan to Value Ratio (LTV)

The ratio between a mortgage loan and the value of the property pledged as security, usually expressed as a percentage. (Dictionary)

Major Vertical Penetrations

Stairs, elevator shafts, flues, pipe shafts, vertical ducts, and the like, and their enclosing walls. Atria, lightwells and similar penetrations above the finished floor are included in this definition. Not included, however, are vertical penetrations built for the private use of a tenant occupying office areas on more than one floor. Structural columns, openings for vertical electric cable or telephone distribution, and openings for plumbing lines are not considered to be major vertical penetrations. (BOMA)

Market Rent

The most probable rent that a property should bring in a competitive and open market under all the conditions requisite to a fair lease transaction, the lessee and the lessor each acting prudently and knowledgeably, and assuming the rent is not affected by undue stimulus. Implicit in this definition is the execution of a lease as of a specified date under conditions whereby:

Lessee and lessor are typically motivated;
Both parties are well informed or well advised, and acting in what they consider their best interests;
Payment is made in terms of cash or in terms of financial arrangements comparable thereto; and
The rent reflects specified terms and conditions, such as permitted uses, use restrictions, expense obligations, duration, concessions, rental adjustments and revaluations, renewal and purchase options, and tenant improvements (TIs). (Appraisal Institute)

Market Value

The most probable price that 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:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- 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. (Dictionary)

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of the Appraisal Foundation)

Master Lease

A lease in which the fee owner leases a part or the entire property to a single entity (the master lease) in return for a stipulated rent. The master lessee then leases the property to multiple tenants. (Dictionary)

Modified Gross Lease

A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a *double net lease*, *net net lease*, *partial net lease*, or *semi-gross lease*. (Dictionary)

Negative Leasehold

A lease situation in which the market rent is less than the contract rent. (Dictionary)

Operating Expense Ratio

The ratio of total operating expenses to effective gross income (TOE/EGI); the complement of the net income ratio, i.e., $OER = 1 - NIR$ (Dictionary)

Option

A legal contract, typically purchased for a stated consideration, that permits but does not require the holder of the option (known as the *optionee*) to buy, sell, or lease real estate for a stipulated period of time in accordance with specified terms; a unilateral right to exercise a privilege. (Dictionary)

Partial Interest

Divided or undivided rights in real estate that represent less than the whole, i.e., a fractional interest such as a tenancy in common, easement, or life interest. (Dictionary)

Pass Through

A tenant's portion of operating expenses that may be composed of common area maintenance (CAM), real property taxes, property insurance, and any other expenses determined in the lease agreement to be paid by the tenant. (Dictionary)

Percentage Lease

A lease in which the rent or some portion of the rent represents a specified percentage of the volume of business, productivity, or use achieved by the tenant. (Dictionary)

Positive Leasehold

A lease situation in which the market rent is greater than the contract rent. (Dictionary)

Potential Gross Income (PGI)

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

Prospective Future Value Upon Completion

A prospective market value may be appropriate for the valuation of a property interest related to a credit decision for a proposed development or renovation project. According to USPAP, an appraisal with a prospective market value reflects an effective date that is subsequent to the date of the appraisal report. ... The prospective market value –as completed– reflects the property's market value as of the time that development is expected to be complete. (Dictionary)

Prospective Future Value Upon Stabilization

A prospective market value may be appropriate for the valuation of a property interest related to a credit decision for a proposed development or renovation project. According to USPAP, an appraisal with a prospective market value reflects an effective date that is subsequent to the date of the appraisal report ...The prospective market value – as stabilized – reflects the property's market value as of the time the property is projected to achieve stabilized occupancy. For an income-producing property, stabilized occupancy is the occupancy level that a property is expected to achieve after the property is exposed to the market for lease over a reasonable period of time and at comparable terms and conditions to other similar properties. (Dictionary)

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 of 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)

Sandwich Leasehold Estate

The interest held by the sandwich leaseholder when the property is subleased to another party; a type of leasehold estate. (Dictionary)

Sublease

An agreement in which the lessee in a prior lease conveys the right of use and occupancy of a property to another, the sublessee, for a specific period of time, which may or may not be coterminous with the underlying lease term. (Dictionary)

Subordination

A contractual arrangement in which a party with a claim to certain assets agrees to make his or her claim junior, or subordinate, to the claims of another party. (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)

TPO

Thermoplastic polyolefin, a resilient synthetic roof covering.

Triple Net (Net Net 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 lease*, *net net net lease*, or *fully net lease*. (Dictionary)

(The market definition of a triple net lease varies; in some cases tenants pay for items such as roof repairs, parking lot repairs, and other similar items.)

Usable Area

The measured area of an office area, store area, or building common area on a floor. The total of all the usable areas for a floor shall equal floor usable area of that same floor. (BOMA)

Value-in-Use

The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Value in use may or may not be equal to market value but is different conceptually. (Dictionary)

VTAB

Value of the Total Assets of a Business. The value of a going concern (i.e. the business enterprise). (Dictionary)

Qualifications

Qualifications of Gary Hardy

Senior Appraiser

Valbridge Property Advisors | Las Vegas | Reno



Independent Valuations for a Variable World

State Certifications

Nevada License
#A.0207789-CG

Education

Bachelor of Arts-
Political Science
University of Nevada,
Las Vegas

Contact Details

702-242-9369 (p)
702-242-6391 (f)

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Las Vegas | Reno
3034 S. Durango Dr. #100
Las Vegas, NV 89117

www.valbridge.com
ghardy@valbridge.com

Appraisal Institute & Related Courses:

Basic Appraisal Principals	2014
Basic Appraisal Procedures	2014
Appraisal Law in Nevada	2014
National USPAP-15 Hour	2014
Business Practices and Ethics	2015
USPAP Update	2016
Income Capitalization Approach 1 & 2	2016
Site Valuation & Cost Approach	2017
Market Analysis & Highest and Best Use	2017
Sales Comparison Approach	2018
USPAP Update	2018
Report Writing	2018
Real Estate Finance, Statistics, & Valuation Modeling	2018
Valuation of Partial Acquisitions	2019
USPAP Update	2020
Advanced Income Capitalization	2020

Experience:

Certified General Appraiser

ValbridgePropertyAdvisors|Lubawy & Associates(2018-Present)

Registered Intern Appraiser

ValbridgePropertyAdvisors|Lubawy & Associates(2014-2018)

Appraisal Researcher

Valbridge Property Advisors | Lubawy & Associates, Inc. (2013-2014)

APPRAISER CERTIFICATE**STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY****NOT TRANSFERABLE****REAL ESTATE DIVISION****NOT TRANSFERABLE****This is to Certify That : GARY N HARDY****Certificate Number: A.0207789-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: September 22, 2020**Expire Date: October 31, 2022**

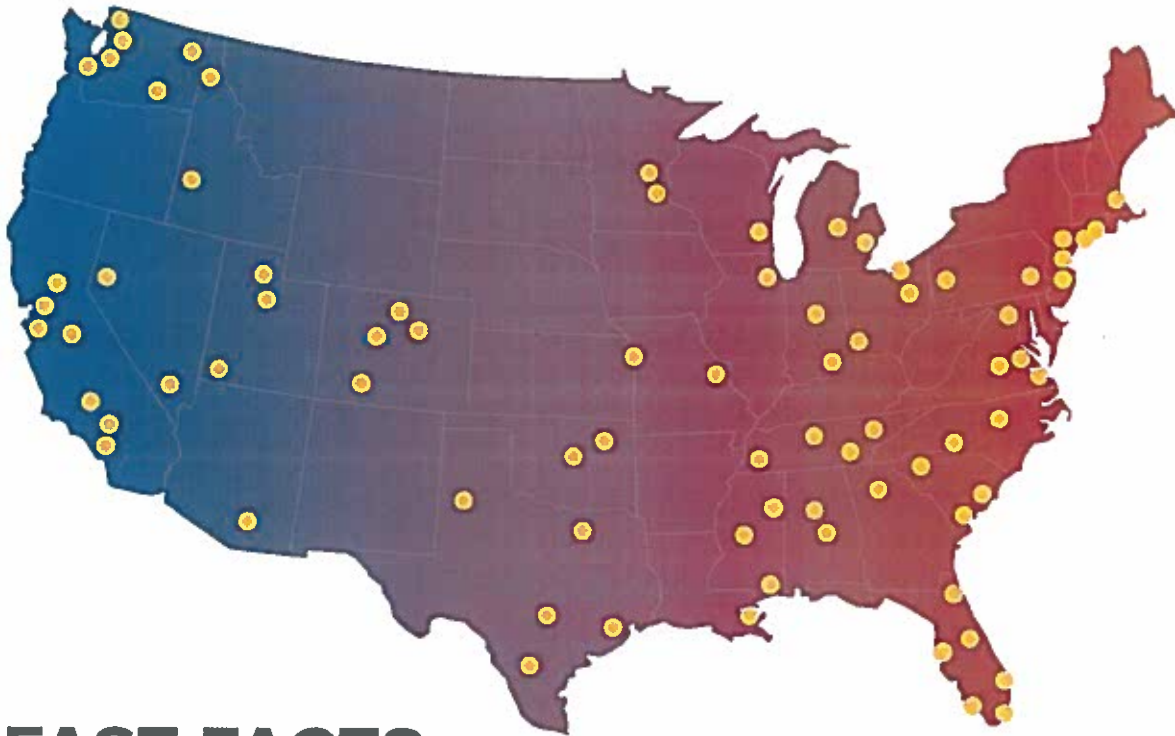
In witness whereof, THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in Chapter 645C of the Nevada Revised Statutes, has caused this Certificate to be issued with its Seal printed thereon. This certificate must be conspicuously displayed in place of business.

FOR: VALBRIDGE PROPERTY ADVISORS
3034 S DURANGO DR STE #100
LAS VEGAS, NV 89117

REAL ESTATE DIVISION**SHARATH CHANDRA**
Administrator



Valbridge
PROPERTY ADVISORS



FAST FACTS

COMPANY INFORMATION

- Valbridge is the largest independent national commercial real estate valuation and advisory services firm in North America.
 - Total number of MAI-designated appraisers: 200+ on staff
 - Total number of office locations: 70+ across U.S.
 - Total number of staff: 675+ strong
- Valbridge covers the entire U.S. from coast to coast.
- Valbridge services all property types, including special-purpose properties.
- Valbridge provides independent valuation services. We are not owned by a brokerage firm or investment company.
- Every Valbridge office is led by a senior managing director who holds the MAI designation of the Appraisal Institute.
- Valbridge is owned by our local office leaders.
- Valbridge welcomes single-property assignments as well as portfolio, multi-market and other bulk-property engagements.

Valbridge Property Advisors, Inc.
2240 Venetian Court • Naples, FL 34109 • Phone: (888) 981-2029
www.valbridge.com





Valbridge

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520.321.0000

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4915 Calloway Drive
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801.587.1010

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Suite 255
Fullerton, CA 92835
714 449 0852

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Modesto, CA 95355
209 569 0450

89 S. Lake Avenue
Suite 21
Pasadena, CA 91101
626 744 0428

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Suite 202
Sacramento, CA 95827
916 361 2500

55 South Market Street
Suite 1210
San Jose, CA 95113
408 279 1520

3180 Crow Canyon Place
Suite 245
San Ramon, CA 94583
925 327 1860

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7445 E. Peakview Avenue
Cedarnurst, CO 80111
303.443.9800

5345 Arapahoe Avenue
Suite 7
Boulder, CO 80303
303.443.9800

23272 Two Rivers Road
Unit 101
Basil, CO 81621
970.340.1016

1089 Main Avenue
Suite 311
Durango, CO 81301
870.340.1016

CONNECTICUT

15 Concord Street
Glastonbury, CT 06033
860.246.4806

17 Cavewood Drive
Norwalk, CT 06853
203.286.8520

FLORIDA

2240 Venetian Court
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239.514.4646

FLORIDA (cont'd)

301 Almeria Avenue
Suite 350
Coral Gables, FL 33134
305.639.8029

10950 San Jose Boulevard
Jacksonville, FL 32223
844 822 7825

734 Rugby Street
Orlando, FL 32804
844 822 7825

2601 W Horatio Street
Unit 6
Tampa, FL 33609
844 822 7825

2711 Ponce de Leon Avenue
West Palm Beach, FL 33407
561.833.5331

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Suite 145
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678.644.4853

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1459 Tyrell Lane
Suite B
Boise, ID 83708
208 336 1097

1875 N. Lakewood Drive
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Coeur d'Alene, ID 83814
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566 W. Lake Street
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Chicago, IL 60661
312 288.8687

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620 Fort Wayne Avenue
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317 687 2747

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813 451 1451

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502 585.3651

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313.886.3313

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517.326.0001

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255 East Kellogg Boulevard
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651 370 1475

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228 604 1900

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601 853.0736

501 Highway 12 West
Suite 150-M
Spartanburg, MS 39759
862 817 2350

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1118 Hampton Avenue
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314 256-1323

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813 451 1451

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405.803.1553

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918.712.9992

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5205 Maryland Way
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Brentwood, TN 37027
615 369 0670

701 Broad Street
Suite 208
Chattanooga, TN 37402
423 285 8435

213 Fox Road
Knoxville, TN 37922
865 522 2424

756 Ridge Lake Blvd
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901 753 6977

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901 Mopac Expressway South
Building 1, Suite 300
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737.242.6585

10210 North Central Expressway
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214 448 1811

674 Campbell Road
Suite 204
Houston, TX 77024
713 467 5858

2731 81st Street
Lubbock, TX 79423
808.744.1188

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210.227.6229

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801 482 9328

1100 East 6800 South
Suite 201
Salt Lake City, UT 84121
801 262 3388

20 North Main
Suite 304
St. George, UT 84770
435 773 6300

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656 Independence Parkway
Suite 220
Chesapeake, VA 23320
757 410 1222

4814 Fitzhugh Avenue
Suite 102
Richmond, VA 23230
757 345 0010

5107 Center Street
Unit 28
Williamsburg, VA 23188
757 345 0010

WASHINGTON

16728 Bothell Way, NE
Suite B
Bothell, WA 98011
425 450 0040

2627 Colby Avenue
Suite 100
Everett, WA 98201
425 256 2611

419 Berkeley Avenue
Suite A
Puyallup, WA 98468
253 274 0099

8378 W. Grandridge Boulevard
Suite 110-D
Kennewick, WA 99336
509 221 1540

508 Second Avenue
Suite 1001
Seattle, WA 98104
206 209 3016

324 N. Mullen Road
Spokane Valley, WA 99208
509 747 0899

WISCONSIN

12680 W. North Avenue
Brookfield, WI 53005
262 782 7990

Cathy Laughlin

From: Scott A. Wilkinson
Sent: Monday, March 01, 2021 3:49 PM
To: Cathy Laughlin; Shelby Knopp
Subject: FW: apn 001-630-087

Cathy,

Please present this to Council at the next meeting.

Thank you,

Scott A. Wilkinson
Assistant City Manager
City of Elko
Telephone: 775.777.7211
Email: sawilkinson@elkocitynv.gov

From: Scott A. Wilkinson
Sent: Friday, February 26, 2021 1:37 PM
To: Gary Morfin <stampinn@gmail.com>
Cc: Curtis Calder <ccalder@elkocitynv.gov>
Subject: RE: apn 001-630-087

Gary,

Thank you. I will have this to the Council on March for consideration. If approved we can provide the formal offer.

Scott A. Wilkinson
Assistant City Manager
City of Elko
Telephone: 775.777.7211
Email: sawilkinson@elkocitynv.gov

From: Gary Morfin [<mailto:stampinn@gmail.com>]
Sent: Friday, February 26, 2021 12:34 PM
To: Scott A. Wilkinson <sawilkinson@elkocitynv.gov>
Cc: Curtis Calder <ccalder@elkocitynv.gov>
Subject: Re: apn 001-630-087

Hey Scott,
See below a response from the seller, via email. Let me know if you need anything more from me before you go forward with the council.
Thank you

Gary,

We will entertain the City's offer of selling the property for \$175K. Please see if they can submit a formal offer to us with terms etc.

Also.

Thank you!

Andrea Park

On Thu, Feb 25, 2021 at 8:29 AM Scott A. Wilkinson <sawilkinson@elkocitynv.gov> wrote:

Gary,

I like to have something from the sellers that they are willing to proceed with a transaction at the appraised value. We can present the appraisal and the communication from the seller to the Council for its consideration.

Thank you,

Scott A. Wilkinson

Assistant City Manager

City of Elko

Telephone: 775.777.7211

Email: sawilkinson@elkocitynv.gov

From: Gary Morfin [mailto:stampinn@gmail.com]

Sent: Tuesday, February 23, 2021 12:09 PM

To: Scott A. Wilkinson <sawilkinson@elkocitynv.gov>

Cc: Curtis Calder <ccalder@elkocitynv.gov>

Subject: Re: apn 001-630-087

Hey Scott,

Hope you are having a great week! Sellers on Walter property would like to entertain your offer, can you get me something in writing? Or would you like me to send you one?

On Tue, Feb 9, 2021 at 1:29 PM Scott A. Wilkinson <sawilkinson@elkocitynv.gov> wrote:

Gary,

We received an appraised value at \$175,000. Is that a purchase price your client would be interested in.

Thank you,

Scott A. Wilkinson

Assistant City Manager

City of Elko

Telephone: 775.777.7211

Email: sawilkinson@elkocitynv.gov

--

Gary Morfin

Broker of Record

Century 21 Americana

775-738-7144 Office

775-934-9862 Cell

Nev Lic # B-144099

--

Gary Morfin

Broker of Record
Century 21 Americana
775-738-7144 Office
775-934-9862 Cell
Nev Lic # B-144099

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of Final Map No. 10-20, filed by Bailey & Associates, LLC, for the development of a subdivision entitled Ruby Mountain Peaks involving the proposed division of approximately 10 acres of property into 41 lots for residential development and 1 remainder lot within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 9, 2021**
3. Agenda Category: **SUBDIVISION**
4. Time Required: **10 Minutes**
5. Background Information: **Subject property is located on the east side of Jennings Way between Mountain City Highway and Bluffs Avenue (APN 001-01A-014). The Planning Commission considered this item on March 2, 2021, and took action to forward a recommendation to conditionally approve Final Map 10-20. 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 10-20 for the Ruby Mountain Peaks 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: **Bailey & Associates, LLC**

Attn: Doug Bailey
780 W. Silver Street, #104
Elko, NV 89801

Summit Engineering
Attn: Nitin Bhakta
1150 Lamoille Highway
Elko, NV 89801



CITY OF ELKO

Planning Department

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

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

CITY OF ELKO PLANNING COMMISSION ACTION REPORT Regular Meeting of March 2, 2021

WHEREAS, the following item was reviewed and considered by the Elko City Planning Commission on March 2, 2021 pursuant to City Code Sections 3-3-7 (G)3:

Final Map No. 10-20, filed by Bailey & Associates, LLC, for the development of a subdivision entitled Ruby Mountain Peaks involving the proposed division of approximately 10 acres of property into 45 lots for residential development and 1 remainder lot within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto.

The subject property is located on the east side of Jennings Way between Mountain City Highway and Bluffs Avenue. (APN 001-01A-014)

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 10-20 with conditions listed in the Staff Report dated January 14, 2021, listed as follows:

Community Development:

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 Ruby Mountain Peaks is approved for 41 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.

Engineering:

1. Update the year on the first page to 2021 for various signatures.
2. Update the street name for the dedication offer in the owner's certificate.
3. After the transfer of ownership to the Baileys, verify that the name in the owner's certificate matches the name used to take title.
4. Update note 5 with correct Lot numbers. Confirm location of gang box easement. Civil plans show a different location.
5. Correct delta symbols that show as question marks.
6. In note 2, add mention of the easement along all street frontages.

Public Works:

1. All public improvements at time of development per Elko city code.

Utilities:

1. Public utility improvements at time of development per approved plans and City code.

Fire:

1. Fire hydrants to be spaced per IFC 2018 Appendix C Table C192.1.

The Planning Commission's findings to support its recommendation are the Final Map for Ruby Mountain Peaks 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 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 provide 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: 3/2

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

Title: Final Map 10-20 Ruby Mountain Peaks

Applicant(s): Bailey + Associates, LLC

Site Location: E side of Jennings Way, between Mtn City Hwy + Bluffs Ave.

Current Zoning: R Date Received: 11/17/20 Date Public Notice: N/A

COMMENT: This is for the division of \approx 10 acres into 45 lots
for residential development with 1 remainder lot.

If additional space is needed please provide a separate memorandum

Assistant City Manager: Date: _____

Initial

City Manager: Date: 2/22/2021

No comments/concerns. Recommend conditional approval.

cc

Initial



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

CITY OF ELKO STAFF REPORT

REPORT DATE:	January 14, 2021
PLANNING COMMISSION DATE:	March 2, 2021
AGENDA ITEM NUMBER:	I.B.1.
APPLICATION NUMBER:	Final Map 10-20
APPLICANT:	Bailey & Associates, LLC
PROJECT DESCRIPTION:	Ruby Mountain Peaks

A Final Map for the division of approximately 10 acres into 41 lots for residential development and 1 remainder lot within an R (Single Family and Multiple 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: 001-01A-014

PARCEL SIZE: 10 Acres

EXISTING ZONING: (R) Single-Family and Multiple-Family Residential.

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

EXISTING LAND USE: Vacant

BACKGROUND:

1. The Final Map for Ruby Mountain Peaks 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 Ruby Mountain Peaks Tentative Map on February 4, 2020.
3. The City Council conditionally approved the Ruby Mountain Peaks Tentative Map on February 25, 2020.
4. The subdivision is located on APN 001-01A-014.
5. The proposed subdivision consists of 41 residential lots and a remainder lot to be dedicated to the City of Elko.
6. The total subdivided area is approximately 10 acres.
7. The proposed density is 4.5 units per acre.
8. Approximately 2.1 acres are offered for dedication for street development.
9. Drainage and utility easements are provided along all lot lines.
10. The property is located on the east side of Jennings Way between Mountain City Highway and Bluffs Avenue.

NEIGHBORHOOD CHARACTERISTICS:

The property is surrounded by:

- North: Single-Family Residential (R1) / Developed
- South: General Commercial (C) / Developed
- East: Single-Family Residential (R1) and Industrial Commercial (IC) / Developed
- West: General Commercial (C) / Vacant

PROPERTY CHARACTERISTICS:

- The property is an undeveloped residential parcel.
- The site abuts previous residential development to the north and northeast, commercial development to the south, mini storage units to the southeast, and vacant commercial land to the east.
- The parcel slopes down to Mountain City Highway. The slope has been incorporated into the subdivision design.
- The property will be accessed by Bluffs Avenue.

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 Stage (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 not located adjacent to a city boundary.
 - 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 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 Ruby Mountain Peaks 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:

Community Development:

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 Ruby Mountain Peaks is approved for 41 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.

Engineering:

1. Update the year on the first page to 2021 for various signatures.
2. Update the street name for the dedication offer in the owner's certificate.
3. After the transfer of ownership to the Baileys, verify that the name in the owner's certificate matches the name used to take title.
4. Update note 5 with correct Lot numbers. Confirm location of gang box easement. Civil plans show a different location.
5. Correct delta symbols that show as question marks.
6. In note 2, add mention of the easement along all street frontages.

Public Works:

1. All public improvements at time of development per Elko city code.

Utilities:

1. Public utility improvements at time of development per approved plans and City code.

Fire:

1. Fire hydrants to be spaced per IFC 2018 Appendix C Table C192.1.



CITY OF ELKO

Planning Department

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

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

February 23, 2021

Bailey & Associates, LLC
Attn: Doug Bailey
780 W. Silver Street, #104
Elko, NV 89801
Via Email: doug@newhomeselko.com

Re: Final Map No. 10-20

Dear Applicant/Agent:

Enclosed is a copy of the agenda for an upcoming Planning Commission meeting. Highlighted on the agenda is the item or items that you have requested to be acted on at the meeting. Also enclosed is pertinent information pertaining to your request. Please review this information before the meeting.

The Planning Commission requests that you, or a duly appointed representative, be in attendance at this meeting to address the Planning Commission. If you will not be able to attend the meeting but wish to have a representative present, please submit a letter to the Planning Commission authorizing this person to represent you at the meeting.

To participate in the virtual meeting on a computer, laptop, tablet, or smart phone go to: <https://global.gotomeeting.com/join/144050125>. You can also dial in using your phone at +1 (646) 749-3112. The Access Code for this meeting is 144-050-125.

If you have any questions regarding this meeting, the information you received, or if you will not be able to attend this meeting, please call me at your earliest convenience at (775) 777-7160.

Sincerely,

Shelby Knopp
Planning Technician

Enclosures

CC: Summit Engineering, Attn: Nitin Bhakta, 1150 Lamoille Hwy, Elko, NV 89801
Via Email: nitin@summitnv.com



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

November 30, 2020

Summit Engineering
Attn: Ryan Cook
5405 Mae Anne Avenue
Reno, NV 89523

Re: Ruby Mountain Peaks Final Map – Complete Submittal

Dear Mr. Cook:

The City of Elko has reviewed your Final Map application materials for Ruby Mountain Peaks (submitted November 17, 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 January 5, 2020 and City Council on January 12, 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: Bailey & Associates
780 W. Silver Street, #104
Elko, NV 89801

City of Elko – File



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue * Elko * Nevada * 89801

(775) 777-7160 * (775) 777-7219 fax

APPLICATION FOR FINAL PLAT APPROVAL

APPLICANT(s):	Bailey & Associates LLC		
MAILING ADDRESS:	780 West Silver Street		
PHONE NO (Home):		(Business):	775-777-7773
NAME OF PROPERTY OWNER (If different):	Same as Above <i>(Property owner consent in writing must be provided)</i>		
MAILING ADDRESS:	780 West Silver Street		
LEGAL DESCRIPTION AND LOCATION OF PROPERTY INVOLVED (Attach if necessary):			
ASSESSOR'S PARCEL NO.:	001-01A-014	Address:	Intersection of Jennings & Bluffs Ave.
Lot(s), Block(s), & Subdivision			
Or Parcel(s) & File No.			
PROJECT DESCRIPTION OR PURPOSE:	41 unit residential subdivision		
APPLICANT'S REPRESENTATIVE OR ENGINEER:	Nitin Bhakta - Summit Engineering Corp.		

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 1st 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 as per Elko City Code 3-3-8

Identification Data	
	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
Survey Data (Required)	
	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
Descriptive Data	
	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
Dedication and Acknowledgment	
	Statement of dedication for items to be dedicated
	Execution of dedication acknowledged by a notary public
Additional Information	
	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
City Engineer to Check	
	Closure report for each of the lots
	Civil Improvement plans
	Estimate of quantities required to complete the improvements
Required Certifications	
	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

DOUGLAS W. BAILEY

(Please print or type)

Mailing Address

780 W SILVER ST #104

Street Address or P.O. Box

ELKO, NV. 89801

City, State, Zip Code

Phone Number:

775-777-7773

Email address:

doug@newhomeselko.com

SIGNATURE:

Douglas W. Bailey

FOR OFFICE USE ONLY

File No.: 10-20 Date Filed: 11/17/20 Fee Paid: \$1,800.00 CL# 35809

Shelby Archuleta

From: Linda Baxter <avocado7@hotmail.com>
Sent: Monday, December 7, 2020 11:29 AM
To: luke fitzgerald
Cc: Shelby Archuleta; Liza Baumann; Michele L. Rambo; Doug Bailey
Subject: Re: Final Map Application for the Ruby Mountain Peaks Subdivision

I Linda Baxter, as owner of APN 00101A014, authorize Bailey & Associates to make Final Map Application for the Ruby Mountain Peaks Subdivision at their own expense.
Any questions feel free to call me at 502 656 4625. Thanks..

Linda Baxter

On Dec 7, 2020, at 9:59 AM, luke fitzgerald <elkoluke@gmail.com> wrote:

kw GROUP ONE
KELLERWILLIAMS
Each office is independently owned and operated

Luke Fitzgerald
Realtor®
S.0167718

C. 775-303 8492
ElkoLuke@gmail.com
www.RootedInElko.com

461 4th Street • Elko • NV 89801

Download my HOME SEARCH APP

Facebook, Instagram, and a mobile app icon are shown at the bottom left.

1/27/2020

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

Re: Development Application Ruby Mountain Peaks

Dear Cathy,

I authorize Bailey & Associates LLC to submit applications for tentative and final maps for the above referenced project for my property located at Mountain City Highway APN 001-01A-014.

Thank you,

<i>Linda Baxter</i>	dotloop verified 01/28/20 7:27 AM PST E4YG-GEKD-JWA-PSJ9
---------------------	--

Linda Baxter

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a first amendment to Revocable Permit No. 1-15, filed by Maverik, Inc. to occupy a portion of the City of Elko Right-of-Way, to accommodate the placement of tables, chairs, and a park bench, continue the use of an existing free-standing sign, and construct a store canopy, landscaping and related irrigation, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 9, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **Council approved the license agreement for Revocable Permit 1-15 on March 10, 2015. The term listed in the agreement has expired and therefore, the first amendment will allow them to continue the agreement with a new term. CL**
6. Budget Information:
 Appropriation Required: **N/A**
 Budget amount available: **N/A**
 Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **License Agreement Amendment**
9. Recommended Motion: **Approve First Amendment to the License Agreement for Revocable Permit No. 1-15**
10. Prepared by: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **Legal Council**
12. Council Action:
13. Council Agenda Distribution: **Maverik, Inc.**
 Attn. Todd Meyers
 Via email todd.meyers@maverik.com

**FIRST AMENDMENT TO REVOCABLE LICENSE AGREEMENT
FOR NON-EXCLUSIVE OCCUPANCY OF RIGHT-OF-WAY**

This First Amendment to Revocable License Agreement for Non-Exclusive Occupancy of Right-of-Way (the "First Amendment") is made this ____ day of _____, 2021 (hereinafter the "Effective Date"), by and between the CITY OF ELKO, a municipal corporation and political subdivision of the State of Nevada, hereinafter called the "City of Elko," and MAVERIK, INC., a Wyoming Corporation qualified to do business in the State of Nevada, on behalf of itself and any contractors or subcontractors performing work on the project described herein, jointly and severally, hereinafter called the "Licensee." The City of Elko and Licensee may be referred to individually as "Party" and collectively as the "Parties."

R E C I T A L S

WHEREAS, on March 10, 2015, the City of Elko and Licensee entered in a Revocable License Agreement for Non-Exclusive Occupancy of Right-of-Way (the "License Agreement") whereby the City of Elko granted a license to Licensee to place tables, chairs, and a park bench, continue the use of an existing free-standing sign, and construct a store canopy, landscaping and related irrigation within the Idaho Street right-of-way, located generally on the north side of Idaho Street between 11th Street and 12th Street adjacent to Licensee's facilities located generally at 1111 Idaho Street, Elko, Nevada; and

WHEREAS, the aforementioned location is more particularly described and shown on the attached legal description and site plan attached hereto at **Exhibits A and B**, respectively;

WHEREAS, the Term of the License Agreement has expired;

WHEREAS, the Licensee has requested a renewal of the License Agreement, with the term to run from month-to-month, commencing on the Effective Date hereof;

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

1. Paragraph 1 (Term) of the License Agreement is hereby deleted in its entirety and replaced with the following:

1. **TERM:** The Term of this License Agreement, as amended, shall be thirty (30) days, commencing on the Effective Date of the First Amendment, and shall thereafter renew automatically from month-to-month, subject to the termination rights set forth herein.

2. Except as modified by this First Amendment, all provisions set forth in the License Agreement shall be in full force and effect as of the Effective Date. In the event of a conflict between the terms of this First Amendment and the terms of the License Agreement, the terms of this First Amendment shall control. Defined terms used in this First Amendment which are not defined herein shall have the meanings set forth in the License Agreement. This instrument may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

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

MAVERIK, INC.:

CITY OF ELKO:

By: _____

By: _____
REECE KEENER, MAYOR

Title: _____

ATTEST:

KELLY WOOLDRIDGE, CITY CLERK



**LEGAL DESCRIPTION
RIGHT OF WAY ENCROACHMENT
ELKO, NEVADA**

PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 55 EAST, MOUNT DIABLO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF IDAHO STREET, SAID POINT BEING $N41^{\circ}51'38"E$ 13.24 FEET FROM THE MOST SOUTHWESTERLY CORNER OF LOT 17, BLOCK 1, FIRST EAST ADDITION TO THE TOWN OF ELKO, ELKO COUNTY, NEVADA, THENCE $N41^{\circ}51'38"E$ ALONG THE NORTHERLY RIGHT OF WAY LINE OF IDAHO STREET, 83.74 FEET; THENCE $S48^{\circ}08'22"E$ 3.60 FEET; THENCE $S41^{\circ}51'38"W$ 83.74 FEET; THENCE $N48^{\circ}08'22"W$ 3.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 301 SQUARE FEET AND 0.007 ACRES

TOGETHER WITH:

PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 55 EAST, MOUNT DIABLO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF IDAHO STREET, SAID POINT BEING $S41^{\circ}51'38"W$ 24.67 FEET FROM THE MOST SOUTHWESTERLY CORNER OF LOT 17, BLOCK 1, FIRST EAST ADDITION TO THE TOWN OF ELKO, ELKO COUNTY, NEVADA, THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 3.37 FEET, A RADIUS OF 14.50 FEET, A CHORD BEARING OF $S81^{\circ}35'44"E$, AND A CHORD LENGTH OF 3.36 FEET; THENCE $S41^{\circ}22'06"W$ 72.43 FEET; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 14.65 FEET, A RADIUS OF 24.02 FEET, A CHORD BEARING OF $S70^{\circ}26'23"W$, AND A CHORD LENGTH OF 14.42 FEET; THENCE $N48^{\circ}03'26"W$ 7.32 FEET; THENCE $N42^{\circ}15'05"E$ 7.90 FEET; THENCE $S48^{\circ}08'22"E$ 10.74 FEET; THENCE $N41^{\circ}51'38"E$ 75.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 319 SQUARE FEET AND 0.007 ACRES

Exhibit 

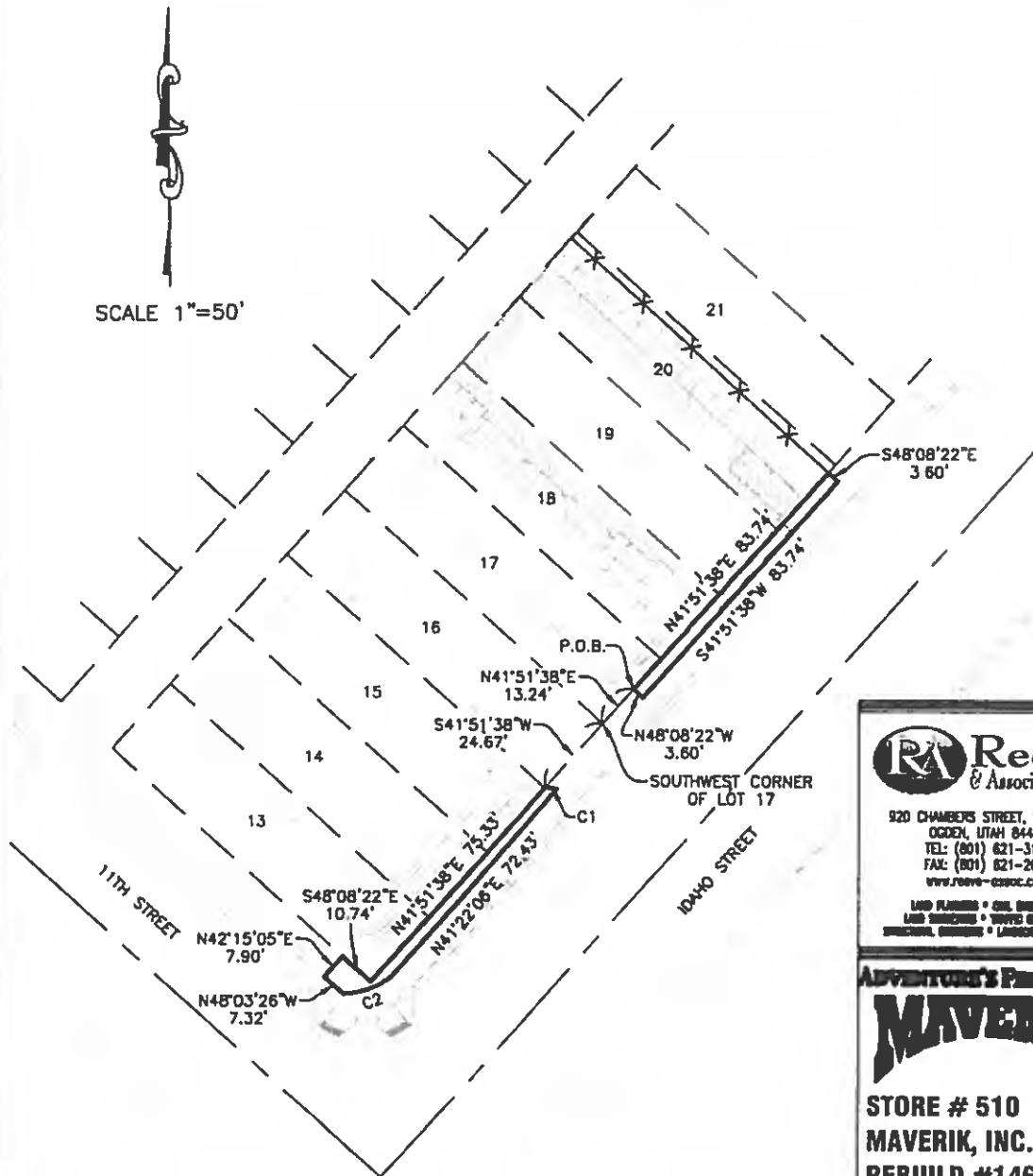
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ogden@reeve-assoc.com • reeve-assoc.com

EXHIBIT

EXHIBIT MAP TO ACCOMPANY LEGAL DESCRIPTION
RIGHT OF WAY ENCROACHMENT
ELKO, NEVADA

SCALE 1"=50'



Reeve
Associates, Inc.

920 CHAMBERS STREET, SUITE 14,
OGDEN, UTAH 84403
TEL: (801) 621-3100
FAX: (801) 621-2666
www.reeve-associates.com

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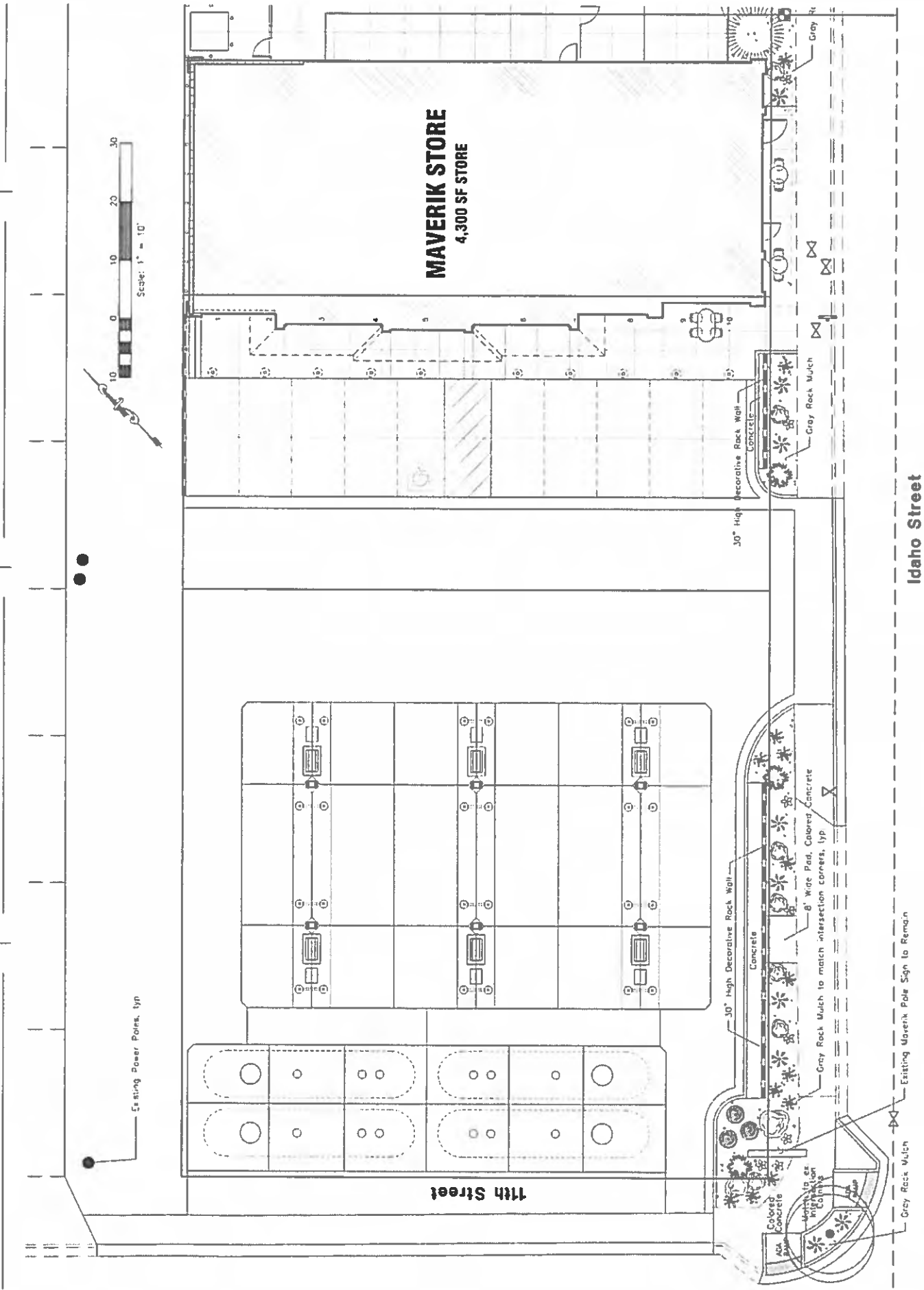
ADVENTURE'S FIRST STOP
MAVERIK

STORE # 510
MAVERIK, INC.
REBUILD #146
1111 IDAHO STREET
ELKO, NV 89801

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	14.50'	3.37'	3.38'	1.69'	S81°35'44"E	13°19'21"
C2	24.02'	14.65'	14.42'	7.56'	S70°26'23"W	34°56'43"

ISSUE: 12-17-14
PROJECT NO: 5799-170
CAD DWG FILE:
DRAWN BY: NKA
CHECKED BY: CC

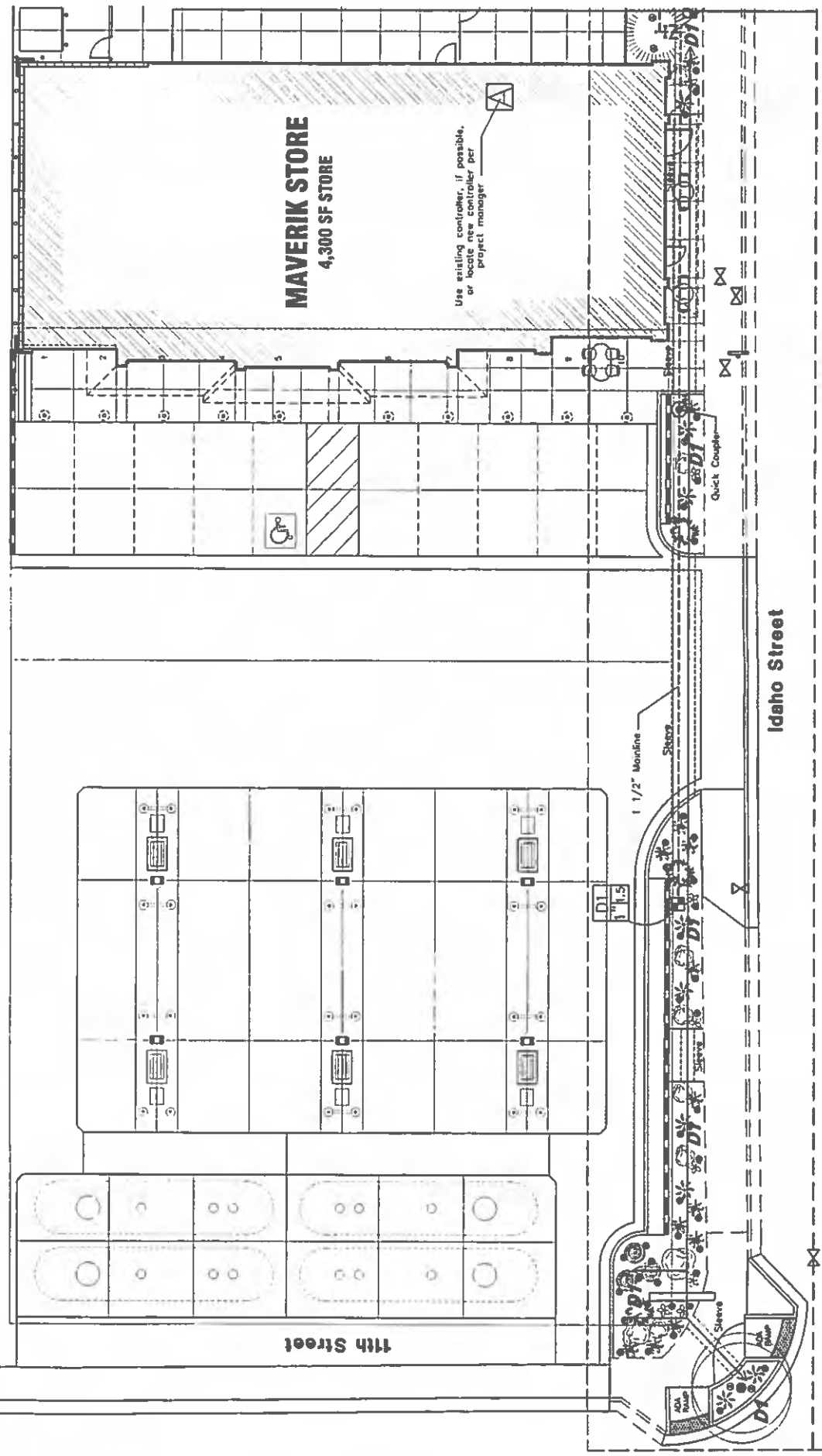
Exhibit B



Plant Table

Quantity	Symbol	Scientific Name	Common Name	Planting Size
2	●	<i>Pyrus calleryana</i> 'Chanticleer'	Chanticleer Flowering Pear	2" cal
1	○	<i>Pinus heldreichii</i> 'Leucodermis'	Bosnian Pine	6' B&B

TREES



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER	CATALOG NUMBER	DESCRIPTION
①	RAMBIRD	RWS-B-C-1401	ROOT WATERING SERIES, 0.25 GPM, 2 EMITTERS/TREE
②	RAMBIRD	XB-T-20-PC	XERIBUG THREADED DRIP EMITTERS, 2 GAL/HOUR
③	RAMBIRD	XCZ-100-PRB-COM	1 EMITTER/1 CAL PLANT, 2 EMITTERS/5 CAL PLANT
④	RAMBIRD	XCZ-100-PRB-COM	COMMERCIAL CONTROL ZONE KIT DRIP VALVE

① Root watering series
② Xeribug series
③ Commercial control zone kit

**REVOCABLE LICENSE AGREEMENT FOR NON-EXCLUSIVE
OCCUPANCY OF RIGHT-OF-WAY**

**THIS REVOCABLE LICENSE AGREEMENT FOR NON-EXCLUSIVE
OCCUPANCY OF RIGHT-OF-WAY** (hereinafter the "License Agreement") is made this 10th day of March, 2015 (hereinafter the "Effective Date"), by and between the **CITY OF ELKO**, a municipal corporation and political subdivision of the State of Nevada, hereinafter called the "**City of Elko**," and **MAVERIK, INC.**, a Wyoming Corporation qualified to do business in the State of Nevada, on behalf of itself and any contractors or subcontractors performing work on the project described herein, jointly and severally, hereinafter called the "**Licensee**." The **City of Elko** and **Licensee** may be referred to individually as "**Party**" and collectively as the "**Parties**."

RECITALS

A. **Licensee** owns facilities located generally at 1111 Idaho Street, Elko, Nevada; and

B. **Licensee** desires to place tables, chairs, and a park bench, continue the use of an existing free-standing sign, and construct a store canopy, landscaping and related irrigation within the Idaho Street right-of-way, located generally on the north side of Idaho Street between 11th Street and 12th Street, more particularly described and shown on the attached legal description and site plan attached hereto at Exhibits A and B, respectively (hereinafter the "**Right-of-Way**"); and

C. **Licensee** has asked the **City of Elko** for permission to use a portion of the Idaho Street right-of-way for the purpose of placing tables, chairs, and a park bench, continuing the use of an existing free-standing sign, and constructing a store canopy, landscaping and related irrigation as shown on Exhibit "C;" and

D. The license granted hereunder does not constitute a sale or lease of property subject to the requirements of NRS 268.059, *et. seq*;

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

The **City of Elko** grants to **Licensee**, subject to the terms and conditions contained herein, a non-exclusive, revocable license to use the **Right-of-Way** for the purposes set forth in this License Agreement.

The parties hereto further covenant and agree as follows:

1. **TERM:** The Term of this License Agreement shall be sixty (60) months, commencing on the Effective Date, subject to the termination rights set forth herein.

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

3. **NOTICES:** Any and all notices or demands by or from the **City of Elko** to **Licensee**, or from the **Licensee** to the **City of Elko** shall be in writing and served either personally or by certified mail. If served by certified mail, the service shall be conclusively deemed made forty-eight (48) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice or demand is to be given and the issuance of a receipt thereof. Any notice or demand to the **City of Elko** may be given to the **City of Elko** at 1751 College Avenue, Elko, Nevada 89801, or at such other place or places as shall be designated by the **City of Elko** from time to time. Any notice or demand to **Licensee** shall be personally delivered or mailed to **Licensee** at 880 W. Center Street, North Salt Lake City, Utah 84054.

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

(a) **Licensee** shall have the license to enter upon and occupy the Right-of-Way to place tables, chairs, and a park bench, continue the use of an existing free-standing sign, and to construct a store canopy, landscaping and related irrigation as described herein, *provided*, **Licensee** must receive the prior consent of the **City of Elko** before entering upon the Right-of-Way (not to be unreasonably withheld, conditioned or delayed) and must thereafter act in accordance with its directions.

(b) **Licensee** shall maintain the landscaping in a clean and orderly manner at all times.

(c) **Licensee** shall maintain the Right-of-Way in a manner that is reasonably acceptable to the **City of Elko** at all times.

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

(e) **Licensee's** violation of any provision of this License Agreement, to include any violation of the Elko City Code, shall constitute immediate grounds for revocation of this License Agreement by the **City of Elko**.

(f) The tables, chairs, park bench, free-standing sign, store canopy, landscaping and related irrigation, or other improvements which have been installed by the **Licensee** in the Right-of-Way shall be removed by **Licensee** upon request by the **City of Elko** within thirty (30) days in the event of revocation or termination hereof.

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

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

7. **INSURANCE:** **Licensee** agrees to purchase insurance or otherwise arrange at its own expense and to keep such insurance in force at all times this License Agreement is in effect, as follows:

(a) Workmen's Compensation Insurance covering all of **Licensee's** employees, and shall require all consultants or other third parties engaged in the activities contemplated by this License Agreement to furnish evidence of appropriate workmen's compensation coverage or that they are a self-insured employer.

(b) Comprehensive General Public Liability Insurance against claims for bodily injury or death of any person and property damage arising out of or resulting from Licensee's activities and the use of the Right-of-Way. Such insurance shall be in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Licensee shall furnish to the City of Elko proof that such insurance has been obtained and is in force.

(c) General Vehicle Liability Insurance against claims for injury or death of any person and property damage arising out of or resulting from Licensee's operation of any motor vehicle used in connection with the activities contemplated herein. Such insurance shall be in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. This policy shall include vehicles operated by Licensee and Licensee's agents, employees and contractors. Licensee shall furnish to the City of Elko proof that such insurance has been obtained and is in force.

(d) The City of Elko shall be provided with copies of all insurance policies required under this License Agreement.

(e) The foregoing insurance may be part of a blanket policy.

(f) Notwithstanding anything contained herein, Licensee shall be entitled to self-insure with respect to any of the required coverage herein. Additionally, Licensee's insurance coverage shall only apply to the extent of its indemnity obligations.

8. **TERMINATION:** The City of Elko may immediately revoke and terminate this License Agreement for any violation of the terms or conditions hereof prior to the expiration of the Term or any extension thereof; *provided*, either Party may terminate this License Agreement upon thirty (30) days' prior written notice to the other Party.

In the event of the termination of the license granted hereunder prior to the end of the Term, or upon notice for any other reason permitted hereunder, Licensee shall promptly, peaceably and quietly leave, surrender and yield to the City of Elko the Right-of-Way in good order, condition and repair, after performing all repairs to the site needed to return it to its prior condition.

9. **GENERAL COVENANTS:**

(a) **GOVERNING LAW.** It is agreed that this License Agreement shall be governed by, construed and enforced in accordance with the Laws of the State of Nevada.

(b) **MODIFICATION OF AGREEMENT.** Any modification of this License Agreement or additional obligation assumed by either party in connection with this License Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each Party.

(c) **ATTORNEY FEES.** In the event the either party is required to pursue any action to enforce any term or condition in this License Agreement and prevails in said action, then said party shall be entitled to reasonable attorney's fees and court costs from the other party.

(d) **ASSIGNMENT OF RIGHTS AND DUTIES.** Licensee may not assign its rights or duties under this License Agreement without the advance written consent by the City of Elko not to be unreasonably withheld. There is no restriction on assignment with respect to the City of Elko. Notwithstanding the foregoing, Licensee may assign to any entity controlling, controlled by, and under common control of Licensee without the consent of the City of Elko.

(e) **NO THIRD-PARTY BENEFICIARIES.** Except as expressly provided herein, this License Agreement shall not confer any rights or remedies upon any third party other than the respective successors and assigns of a Party.

(f) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations between the Parties, written or oral, to the extent they have related in any way to the right to conduct the activities contemplated hereby; *provided*, all representations of Maverik, Inc. contained in the "Application for Revocable Permit to Occupy City of Elko Property" (File No. 1-15, Filed 01/05/15) are incorporated herein by this reference and shall thereby be deemed the representations of Licensee.

(g) **FACSIMILE AND COUNTERPART SIGNATURES.** Facsimile and counterpart signatures shall have the same force and effect as original signatures or the signatures of all parties on the same document.

(h) **JURISDICTION AND VENUE.** The District Court for the Fourth Judicial District Court 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 License Agreement.

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

(j) **TIME.** Time is of the essence.

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

MAVERIK, INC.:

By: G. J. [Signature]

CITY OF ELKO:

By: [Signature]
CHRIS J. JOHNSON, Mayor

Title: V.P. Real Estate

ATTEST:

[Signature]
SHANELL OWEN, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Ruby Mountain Peaks subdivision, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 9, 2021**
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 Ruby Mountain Peaks 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: **Bailey & Associates, LLC
Attn: Doug Bailey
780 W. Silver Street, #104
Elko, NV 89801

Summit Engineering
Attn: Nitin Bhakta
1150 Lamoille Highway
Elko, NV 89801**

AGREEMENT TO INSTALL IMPROVEMENTS
AND PROVIDE MAINTENANCE GUARANTY

THIS AGREEMENT made and entered into this 9th day of March, 2021, 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 **Bailey & Associates, LLC**, a Nevada 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 **Ruby Mountain Peaks**, into forty-one (41) residential and one (1) remainder lot by means of a subdivision map, identified by the **City** as Final Map No. 10-20;
- 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 Million, Four Hundred Sixty Thousand, Six Hundred Seventy-Nine Dollars and Fifty Cents (\$1,460,679.50)**, 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 March 9, 2021;
- 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 **One Hundred Forty-Six Thousand, Sixty-Seven Dollars and Ninety-Five Cents (\$146,067.95)** (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 Elko City Code 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 **One Hundred Forty-Six Thousand, Sixty-Seven Dollars and Ninety-Five Cents (\$146,067.95)**, 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 Elko City Code 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 March 9, 2021, 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: Doug Bailey, Bailey & Associates, 780 W. Silver Street #104, 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 – Bailey & Associates, LLC

By: _____
REECE KEENER, Mayor

By: _____

Its: _____

ATTEST:

KELLY WOOLDRIDGE, City Clerk

EXHIBIT A

EXHIBIT "A"

PROJECT: RUBY MOUNTAIN PEAKS, Elko, Nevada
DEVELOPER: Bailey & Associates llc.
ENGINEER: SUMMIT ENGINEERING CORP.

NUMBER OF LOTS: 41 lots
 ZONING: R1 Residential

PREPARED BY: NIB
 DATE: 2/17/2021
 AREA: 10 +/- ACRES

- STREETS -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
3" AC PAVEMENT ~ Aria Way & Eleanor Court	69,530	SF	\$3.85	\$267,690.50
9" BASE ~ Aria Way & Eleanor Court	69,530	SF	\$1.80	\$125,154.00

- CONCRETE -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
CITY TYPE I CURB & GUTTER WITH BASE (Compacted) & Subgrade prep.	4,145	LF	\$28.00	\$116,060.00
CONCRETE COLLARS FOR VALVES AND MANHOLES W/ MATERIAL AND PREP. - 4,000 PSI CONCRETE	14	EA	\$850.00	\$11,900.00
SIDEWALK WITH BASE (Compacted) & Subgrade prep.	16,580	SF	\$6.00	\$99,480.00
ADA RAMPS W/ DETECTABLE MARKERS WITH Base & Subgrade prep. (Compacted)	8	EA	\$4,500.00	\$36,000.00
6" THICK 6' WIDE VALLEY GUTTER W/ SPANDELS Rebar, Base & Subgrade prep. (Compacted)	1,920	SF	\$18.00	\$34,560.00

- SANITARY SEWER -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
8" DIAMETER SEWER MAIN	1,930	LF	\$46.00	\$88,780.00
48" DIAMETER SSMH	11	EA	\$4,500.00	\$49,500.00
CONNECTION TO CITY MAIN	1	LS	\$1,200.00	\$1,200.00
4" SS LATERALS	41	EA	\$1,000.00	\$41,000.00

- STORM DRAIN -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
48" DIAMETER SDMH	5	EA	\$4,500.00	\$22,500.00
TYPE 4-R CATCH BASIN	4	EA	\$4,500.00	\$18,000.00
12" N 12 HDPE STORM DRAIN PIPE - SMOOTH INTERI	40	LF	\$50.00	\$2,000.00
18" N 12 HDPE STORM DRAIN PIPE - SMOOTH INTERI	690	LF	\$65.00	\$44,850.00
24" N 12 HDPE STORM DRAIN PIPE - SMOOTH INTERI	130	LF	\$82.00	\$10,660.00
36" N 12 HDPE STORM DRAIN PIPE - SMOOTH INTERI	480	LF	\$98.00	\$47,040.00

- WATER -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
8" WATER MIAN DR18 PIPE	1485	LF	\$58.00	\$86,130.00
WATER LATERALS W/ METER PITS	41	EA	\$1,250.00	\$51,250.00
8" GATE VALVES	7	EA	\$4,750.00	\$33,250.00
8" x 8" x 8" TEES	2	EA	\$1,650.00	\$3,300.00
12" x 8" SADDLE TAPS	2	EA	\$1,750.00	\$3,500.00
8" X 6" TEES	3	EA	\$1,250.00	\$3,750.00
FIRE HYDRANT ASSEMBLY	3	EA	\$5,500.00	\$16,500.00
8" 45 DEG. ELBOWS	4	EA	\$1,250.00	\$5,000.00
6" GATE VALVES	3	EA	\$1,800.00	\$5,400.00
8" 90 DEG. ELBOW	1	EA	\$1,250.00	\$1,250.00

- MISCELLANEOUS -

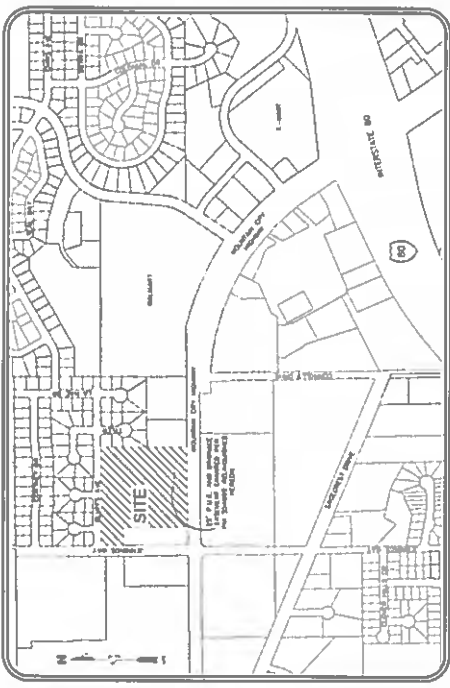
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
NV Energy, SW Gas, Telephone & Cable Trench & Conduit	4200	LF	\$35.00	\$147,000.00
Street Monuments	8	EA	\$850.00	\$6,800.00
Mail Gangboxes	3	EA	\$750.00	\$2,250.00
Street Lights	6	LF	\$4,500.00	\$27,000.00
Street Signs	6	EA	\$1,200.00	\$7,200.00
Sawcut pavement edge for paving / Patch back	1	LS	\$25,000.00	\$25,000.00
Pavement Markings	1	LS	\$1,200.00	\$1,200.00
Access Gate to Parcel A	1	LS	\$1,500.00	\$1,500.00
Type 2 base for Parcel A	2750	SF	\$1.80	\$4,950.00
Fence for Parcel A	1	LS	\$3,500.00	\$3,500.00
Erosiion Control - Hydro Seed Slopes	24,500	SF	\$0.35	\$8,575.00

SUBTOTAL: \$1,460,679.50

Total on-site Improvements \$1,460,679.50

EXHIBIT B

FINAL MAP OF RUBY MOUNTAIN PEAKS



OWNER'S CERTIFICATE:

I, the undersigned, being the owner of the above described land, do hereby certify that the map is a true and correct representation of the land as it is, and that the same is not subject to any other claims or encumbrances.

WITNESSED BY ME, the undersigned, on this 1st day of May, 1981.

OWNER

NOTARY PUBLIC CERTIFICATE

I, the undersigned, being a Notary Public for the State of Nevada, do hereby certify that the above described land is the property of the owner named herein.

WITNESSED BY ME, the undersigned, on this 1st day of May, 1981.

NOTARY PUBLIC

COUNTY ASSESSOR'S CERTIFICATE:

I, the undersigned, being the County Assessor for the County of Clark, do hereby certify that the above described land is the property of the owner named herein.

WITNESSED BY ME, the undersigned, on this 1st day of May, 1981.

COUNTY ASSESSOR

COUNTY TREASURER'S CERTIFICATE

I, the undersigned, being the County Treasurer for the County of Clark, do hereby certify that the above described land is the property of the owner named herein.

WITNESSED BY ME, the undersigned, on this 1st day of May, 1981.

COUNTY TREASURER

CITY ENGINEER'S CERTIFICATE

I, the undersigned, being the City Engineer for the City of Las Vegas, do hereby certify that the above described land is the property of the owner named herein.

WITNESSED BY ME, the undersigned, on this 1st day of May, 1981.

CITY ENGINEER

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION

I, the undersigned, being the Director of the Nevada Division of Environmental Protection, do hereby certify that the above described land is the property of the owner named herein.

WITNESSED BY ME, the undersigned, on this 1st day of May, 1981.

DIRECTOR

DIVISION OF WATER RESOURCES CERTIFICATE

I, the undersigned, being the Director of the Division of Water Resources, do hereby certify that the above described land is the property of the owner named herein.

WITNESSED BY ME, the undersigned, on this 1st day of May, 1981.

DIRECTOR

NOTARY PUBLIC CERTIFICATE

I, the undersigned, being a Notary Public for the State of Nevada, do hereby certify that the above described land is the property of the owner named herein.

WITNESSED BY ME, the undersigned, on this 1st day of May, 1981.

NOTARY PUBLIC

CLARK CITY PLANNING COMMISSION CERTIFICATE

I, the undersigned, being the Chairman of the Clark City Planning Commission, do hereby certify that the above described land is the property of the owner named herein.

WITNESSED BY ME, the undersigned, on this 1st day of May, 1981.

CHAIRMAN

CLARK CITY COUNCIL CERTIFICATE

I, the undersigned, being the Mayor of the City of Clark, do hereby certify that the above described land is the property of the owner named herein.

WITNESSED BY ME, the undersigned, on this 1st day of May, 1981.

MAYOR

SURVEYOR'S CERTIFICATE:

I, the undersigned, being a Licensed Surveyor for the State of Nevada, do hereby certify that the above described land is the property of the owner named herein.

WITNESSED BY ME, the undersigned, on this 1st day of May, 1981.

SURVEYOR



NOTES:

1. The map is a true and correct representation of the land as it is, and that the same is not subject to any other claims or encumbrances.

2. The map is a true and correct representation of the land as it is, and that the same is not subject to any other claims or encumbrances.

3. The map is a true and correct representation of the land as it is, and that the same is not subject to any other claims or encumbrances.

4. The map is a true and correct representation of the land as it is, and that the same is not subject to any other claims or encumbrances.

5. The map is a true and correct representation of the land as it is, and that the same is not subject to any other claims or encumbrances.

NV ENERGY CERTIFICATE

I, the undersigned, being the Director of the Nevada Energy Commission, do hereby certify that the above described land is the property of the owner named herein.

WITNESSED BY ME, the undersigned, on this 1st day of May, 1981.

DIRECTOR

SOUTHWEST GAS CERTIFICATE

I, the undersigned, being the Director of the Southwest Gas Corporation, do hereby certify that the above described land is the property of the owner named herein.

WITNESSED BY ME, the undersigned, on this 1st day of May, 1981.

DIRECTOR

UTILITY COMPANIES CERTIFICATE:

I, the undersigned, being the Director of the Utility Companies, do hereby certify that the above described land is the property of the owner named herein.

WITNESSED BY ME, the undersigned, on this 1st day of May, 1981.

DIRECTOR

NOTARY PUBLIC CERTIFICATE

I, the undersigned, being a Notary Public for the State of Nevada, do hereby certify that the above described land is the property of the owner named herein.

WITNESSED BY ME, the undersigned, on this 1st day of May, 1981.

NOTARY PUBLIC

NOTARY PUBLIC CERTIFICATE

I, the undersigned, being a Notary Public for the State of Nevada, do hereby certify that the above described land is the property of the owner named herein.

WITNESSED BY ME, the undersigned, on this 1st day of May, 1981.

NOTARY PUBLIC

NOTARY PUBLIC CERTIFICATE

I, the undersigned, being a Notary Public for the State of Nevada, do hereby certify that the above described land is the property of the owner named herein.

WITNESSED BY ME, the undersigned, on this 1st day of May, 1981.

NOTARY PUBLIC

RUBY MOUNTAIN PEAKS SUBDIVISION

A DIVISION OF PARCEL 2 OF PARCEL 10-14-80
LOCATED IN THE SOUTHEAST CORNER OF SECTION 14,
TOWNSHIP 34 N, RANGE 120 E, CLARK COUNTY,
NEVADA



FILE NO. _____
FILED AT THE REQUEST OF _____
DATE _____
TIME _____

D. MARK SNALES
CLARK COUNTY RECORDER

DESIGNED BY: NHB

CHECKED BY: NHB

SCALE:

VERT: 1"=40'

HORIZ: 1"=80'

JOB NO: 12300

DATE: 11/15/15

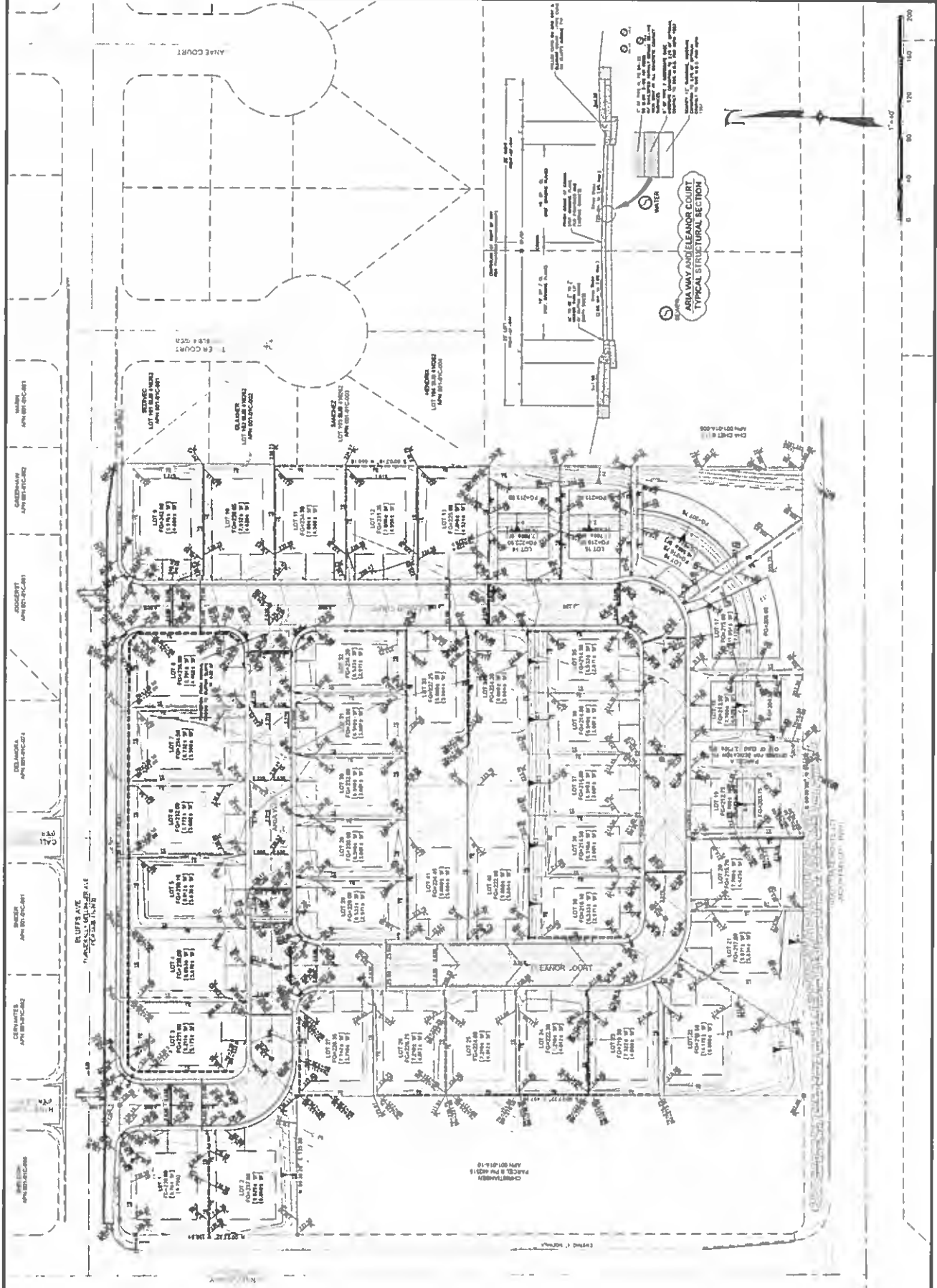
BY:

APP'D:

**CIVIL IMPROVEMENT PLANS FOR
RUBY MOUNTAIN PEAKS SUBDIVISION
GRADING PLAN**

BLAND COUNTY
NEVADA

SUMMIT ENGINEERING CORPORATION
1500 LAMAR BLVD., SUITE 100
DENVER, CO 80202
PHONE (303) 733-8888 FAX (303) 733-8889



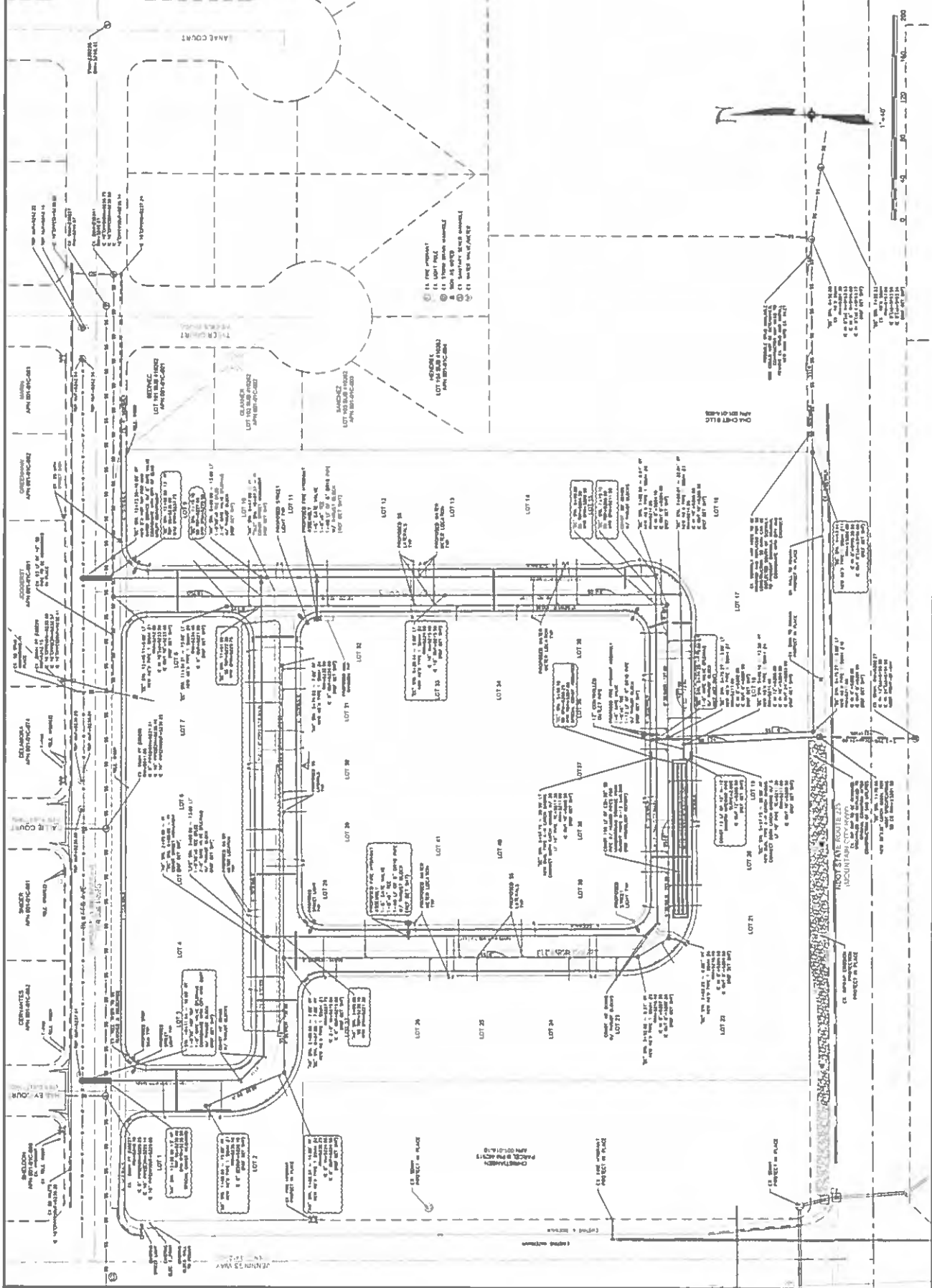


DESIGNED BY: NBS
 CHECKED BY: NBS
 SCALE: NONE
 HOME: NONE
 VERT: NONE
 JOB NO: 82500

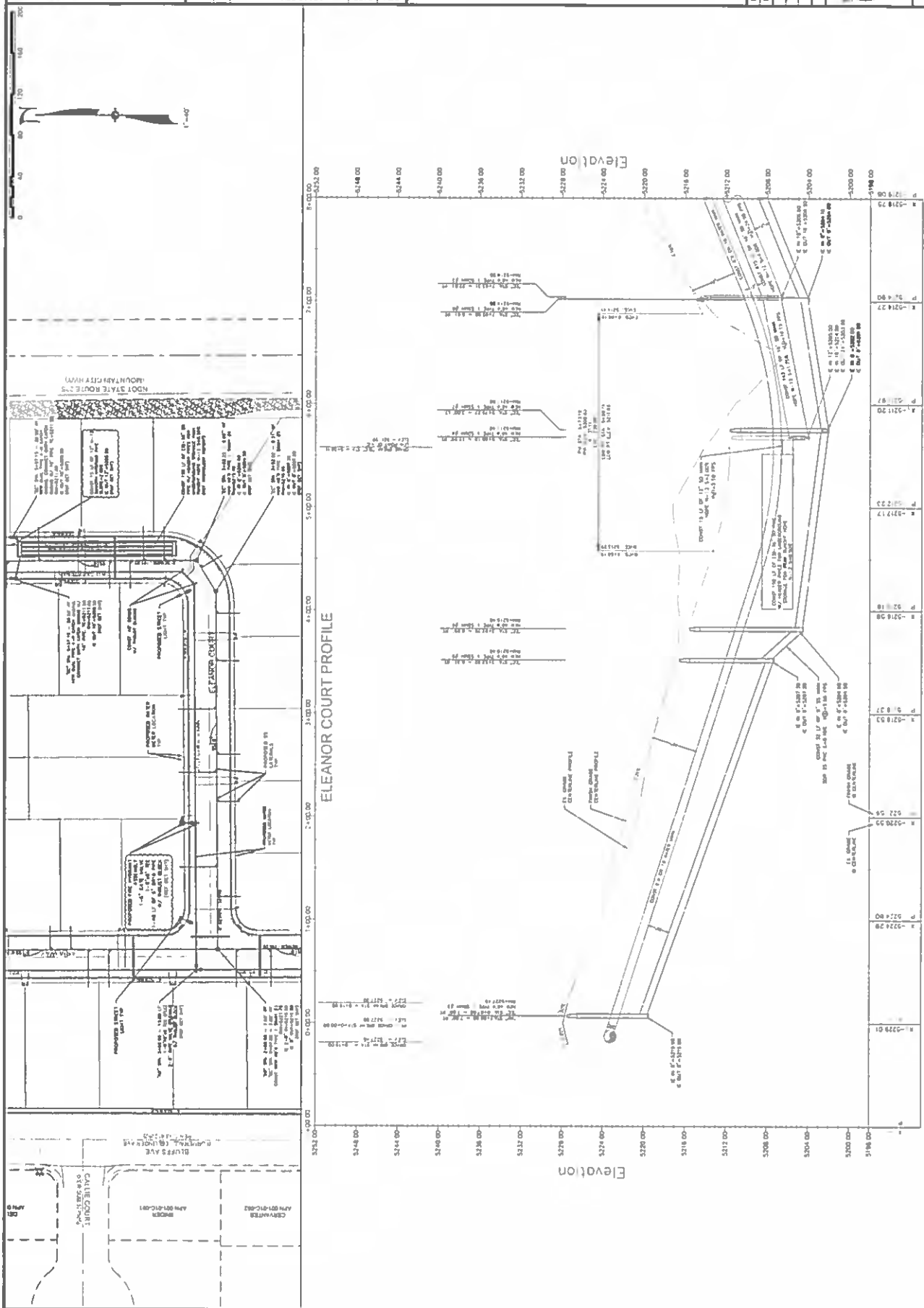
CIVIL IMPROVEMENT PLANS FOR
 RUBY MOUNTAIN PEAKS SUBDIVISION
 UTILITY PLAN
 ELKO COUNTY
 NEVADA

REV.	DATE	DESCRIPTION	BY	APPD.
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SUMMIT ENGINEERING CORPORATION
 1150 LAMAR BLVD. SUITE 100
 PHOENIX, AZ 85001
 PHONE (602) 798-8888 FAX (602) 798-8888

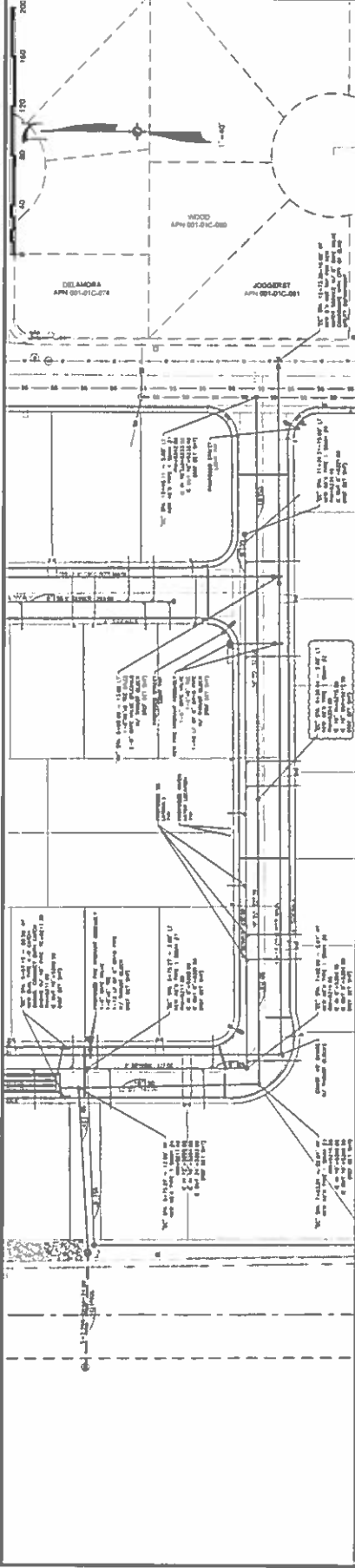
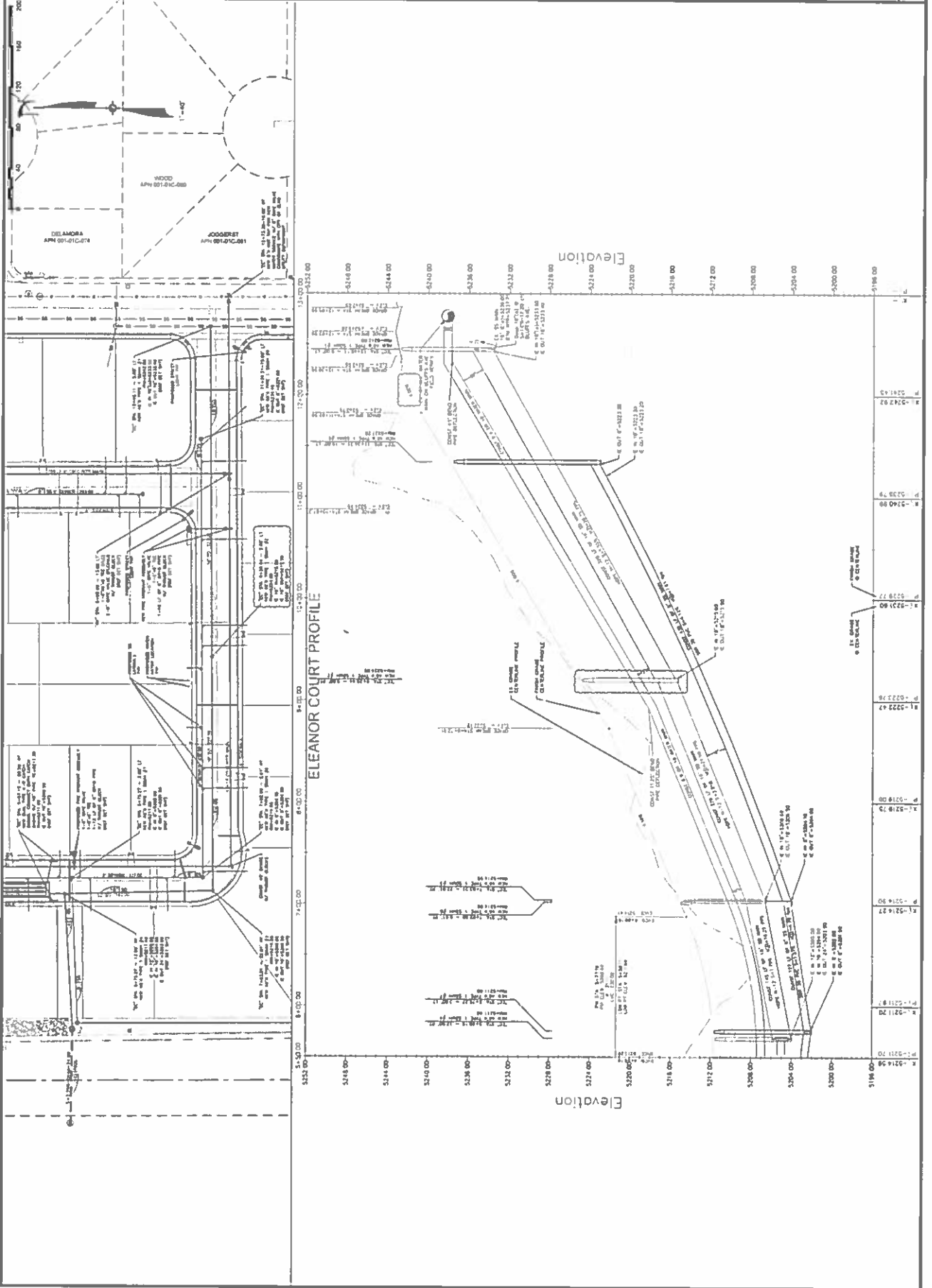


CIVIL IMPROVEMENT PLANS FOR
RUBY MOUNTAIN PEAKS SUBDIVISION
PLAN & PROFILE - ELEANOR COURT
BLAND COUNTY
NEVADA

[illegible]

CIVIL IMPROVEMENT PLANS FOR
RUBY MOUNTAIN PEAKS SUBDIVISION
PLAN & PROFILE - ELEANOR COURT
 ELKO COUNTY
 NEVADA

REV	DATE	DESCRIPTION	BY	APPD
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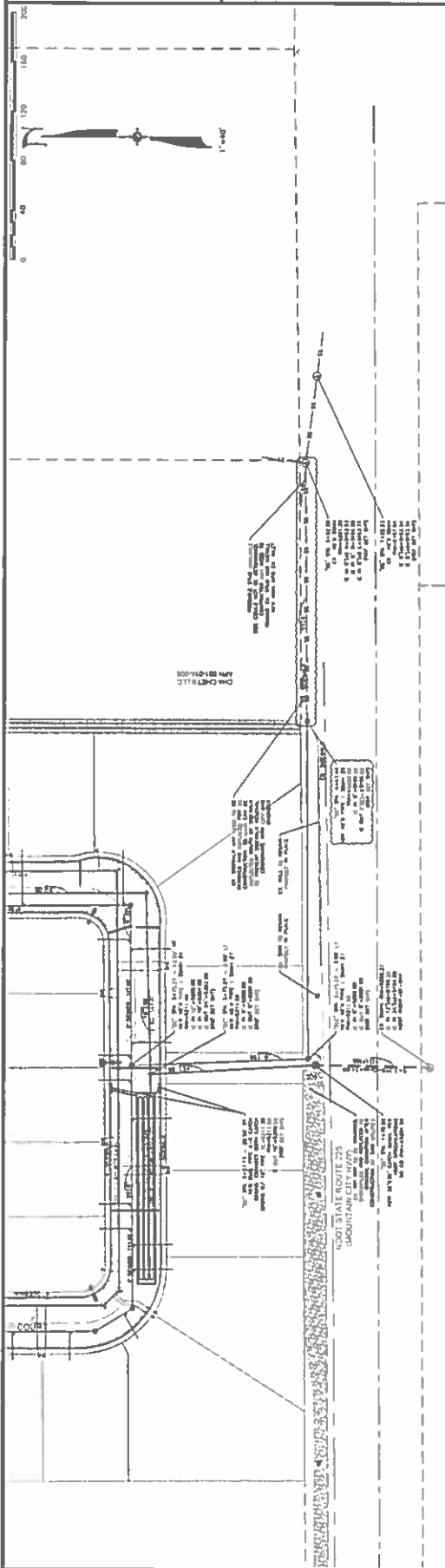
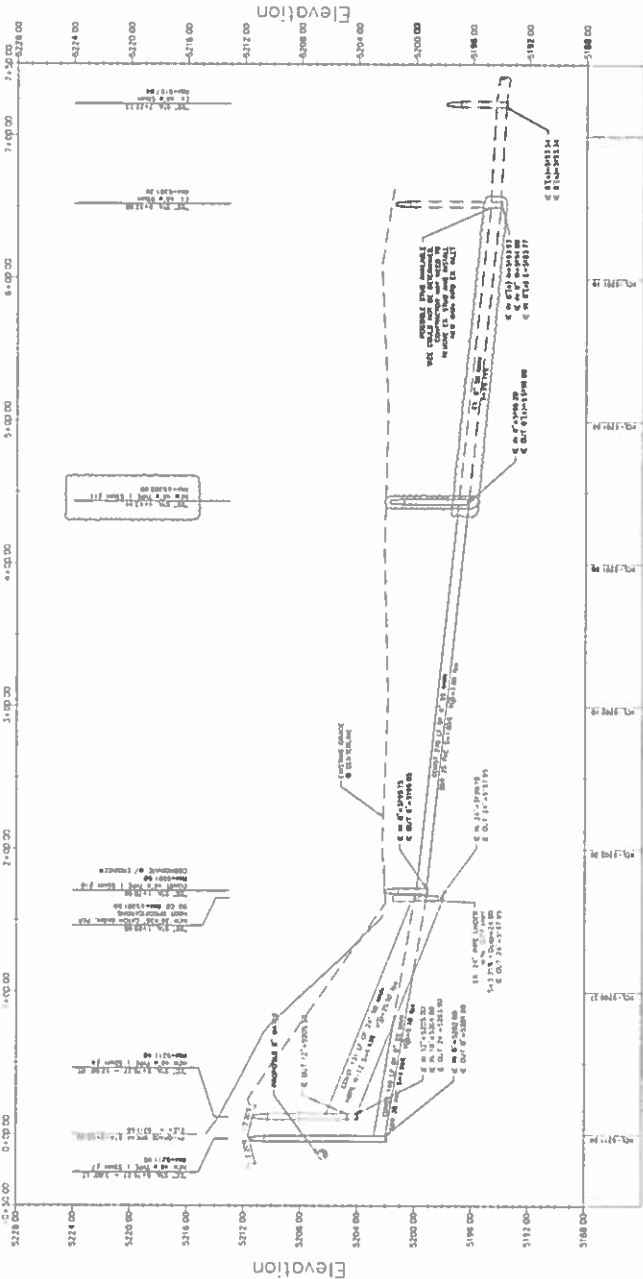
DESIGNED BY: HSB
CHECKED BY: HSB
SCALE: 1"=40'
VERT: NONE
JOB NO: 15200

CIVIL IMPROVEMENT PLANS FOR
RUBY MOUNTAIN PEAKS SUBDIVISION
PLAN & PROFILE - OFF-SITE SS PROFILE
ELKO COUNTY
NEVADA

REV.	DATE	DESCRIPTION	BY	APP'D
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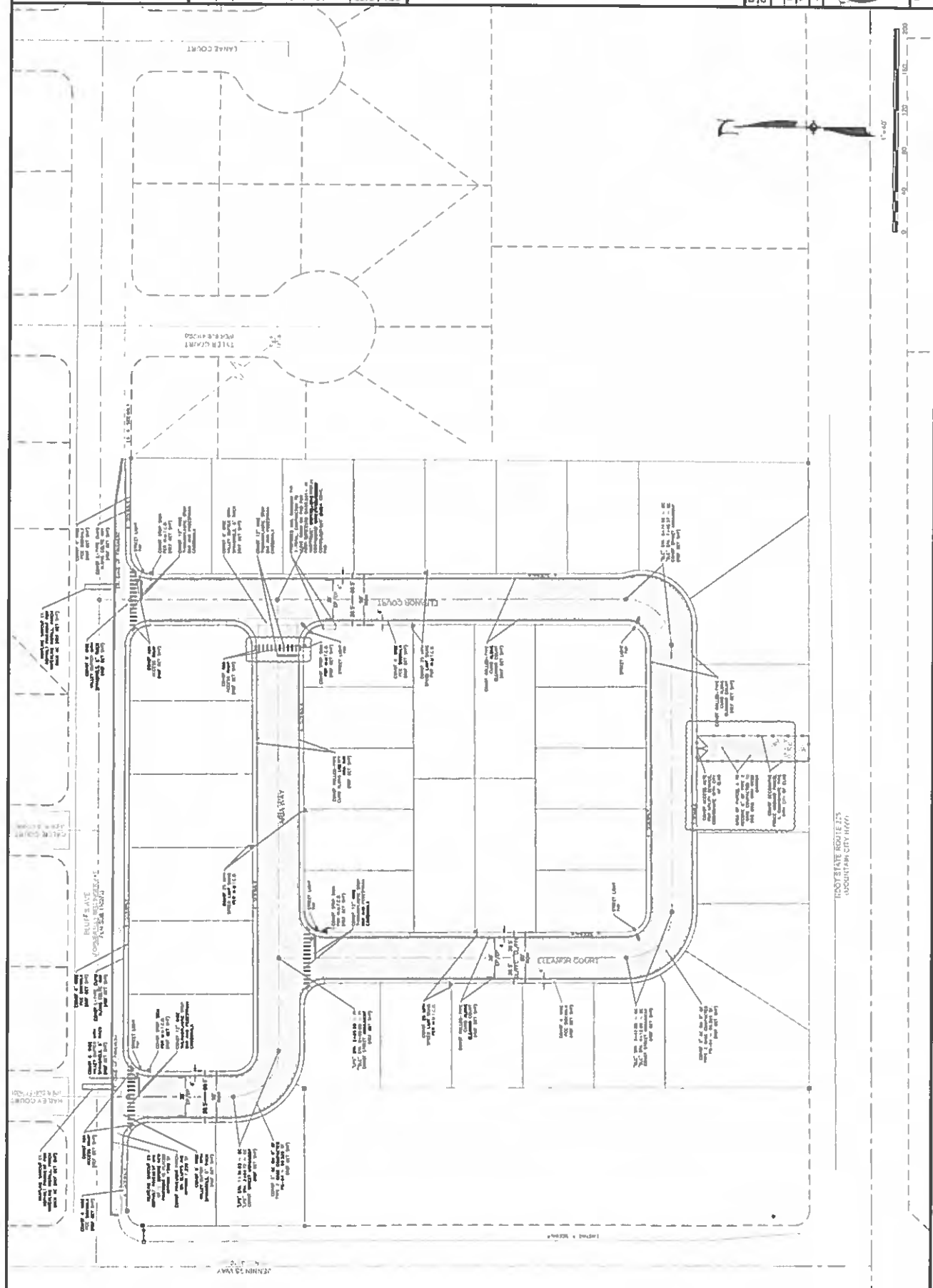
SUMMIT ENGINEERING CORPORATION
1150 LAMARLE HIGHWAY, ELKO, NV, 89801
PHONE (775) 738-8888 FAX (775) 741-8888

OFF-SITE SS PROFILE



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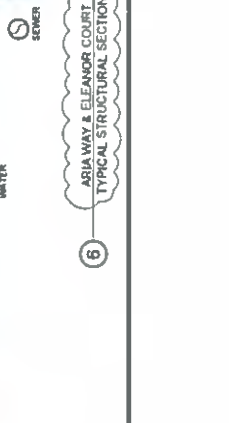
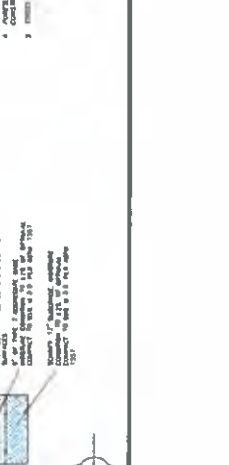
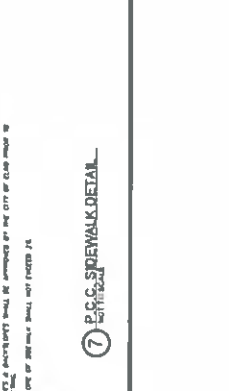
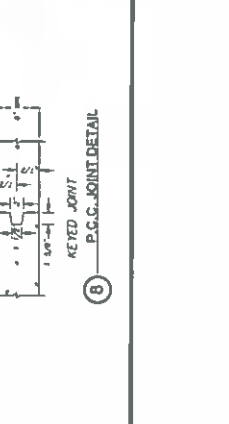
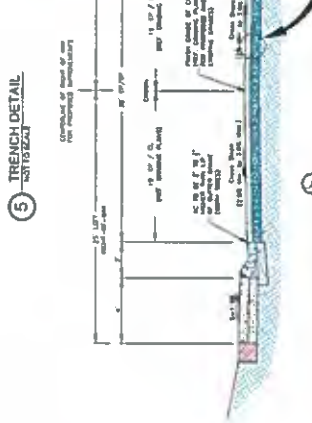
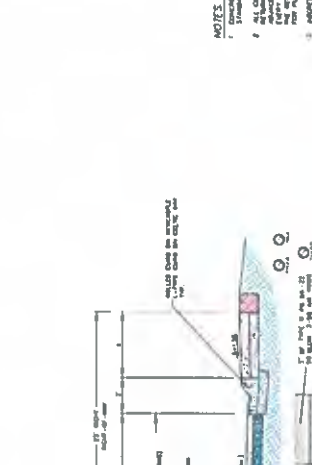
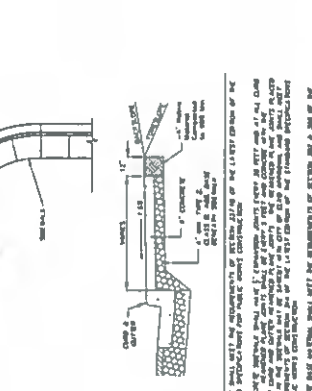
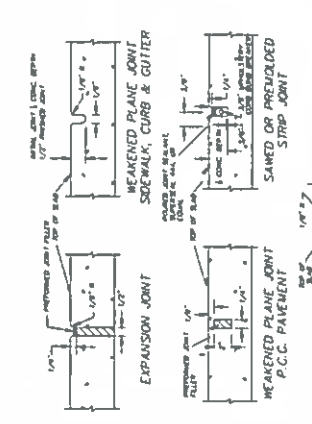
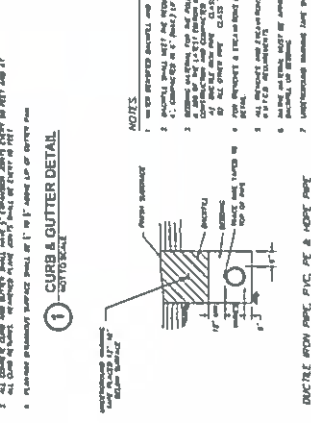
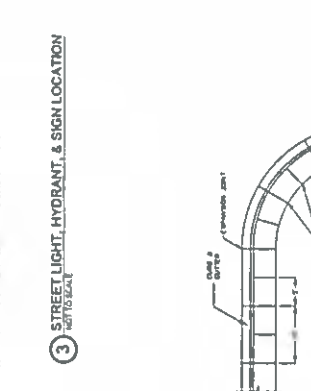
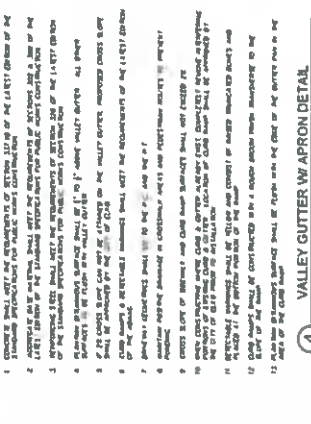
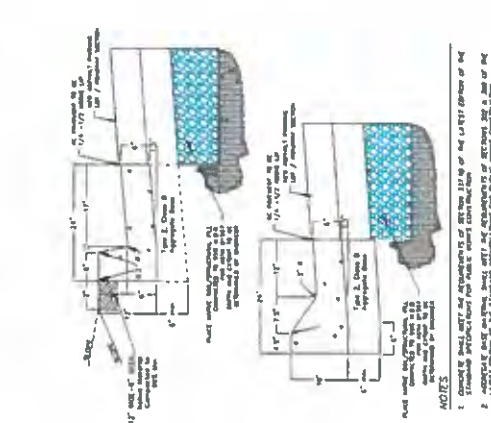
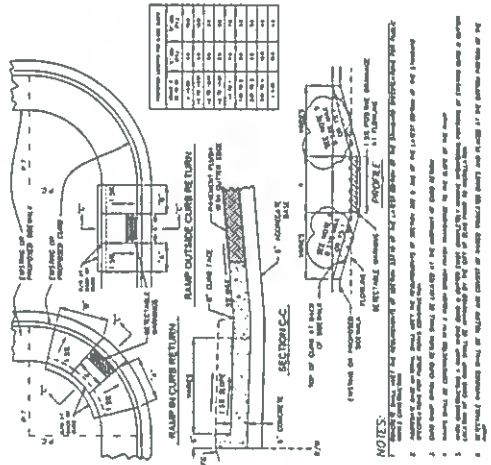
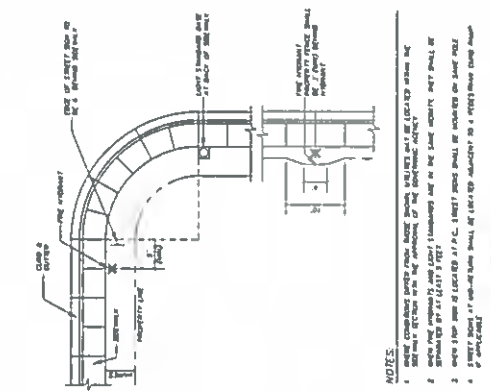
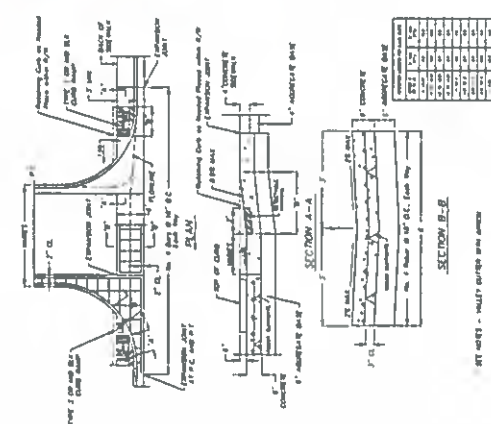
SUMMIT
ENGINEERING
CORPORATION
1150 LAMARLE HIGHWAY, ELIZ. NJ, 08801
PHONE (773) 736-8058 FAX (773) 747-4558



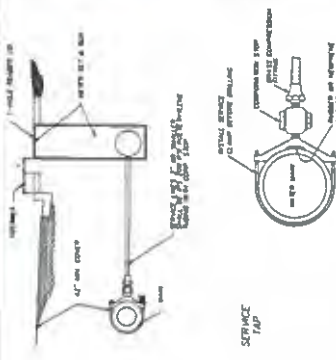
REV	DATE	DESCRIPTION	BY	APP'D

CIVIL IMPROVEMENT PLANS FOR RUBY MOUNTAIN PEAKS SUBDIVISION
DETAIL SHEET
ELKO COUNTY
NEVADA

DESIGNED BY: HMB
CHECKED BY: HMB
SCALE: 1/4" = 1'-0"
JOB NO: 87500
DATE: 12-1-15
SHEET: D-11 15

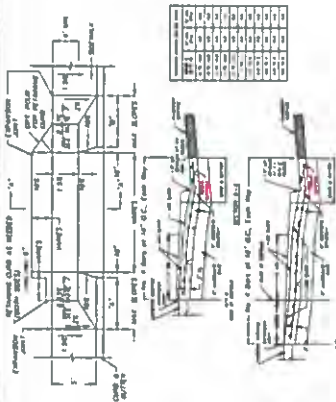


CIVIL IMPROVEMENT PLANS FOR
RUBY MOUNTAIN PEAKS SUBDIVISION
DETAIL SHEET



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4 WATER SERVICE CONNECTION
NOT TO SCALE



NOTES

DATE: 10/10/2023

1. The first step in the process of identifying a problem is to define the problem. This involves identifying the symptoms of the problem and determining the scope of the problem. The second step is to identify the causes of the problem. This involves identifying the factors that are contributing to the problem and determining the underlying causes. The third step is to develop a plan of action. This involves identifying the steps that need to be taken to solve the problem and determining the resources that will be needed. The fourth step is to implement the plan. This involves putting the plan into action and monitoring the progress. The fifth step is to evaluate the results. This involves assessing the effectiveness of the plan and determining whether the problem has been solved.

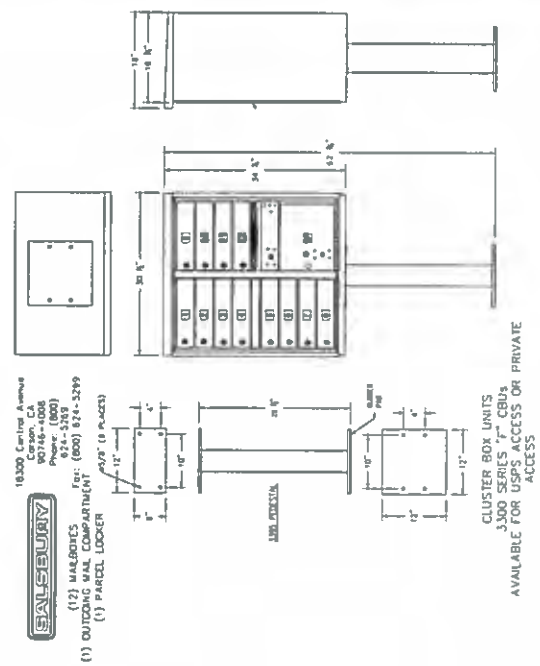
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3 PCC DRIVEWAY DETAIL
NOT TO SCALE



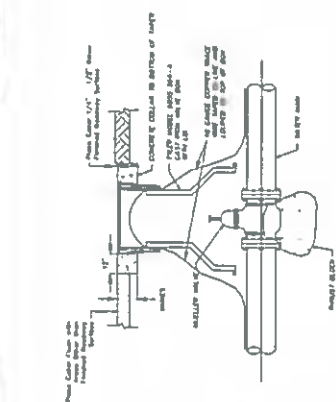
18,300 Central Avenue
Carson, CA
90746-4008
Phone: (800)
624-3269
Fax: (800) 624-3269

SALESBURY

(12) MAILBOXES
(1) OUTGOING MAIL COMPARTMENT
(1) PARCEL LOCKER

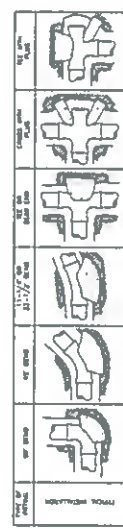
55 7/8" (8 PLACES)

7 MAIL GANG BOX DETAIL
NOT TO SCALE



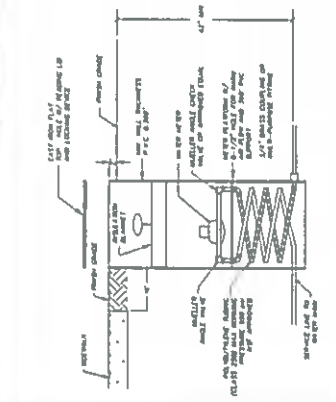
NOTES

② TYP VALVE DETAIL
NOT TO SCALE

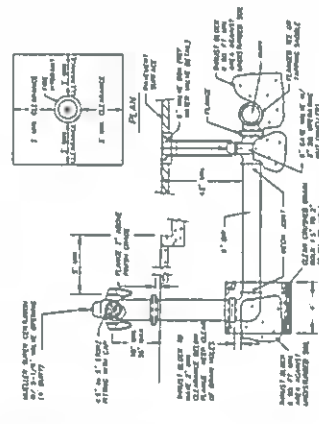
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1. "Pulsed electric fields are used to break down cell membranes of bacteria, fungi, and viruses." *Journal of Food Science*, 1998, 69(1), 1-10.
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10. "Pulsed electric fields are used to break down cell membranes of bacteria, fungi, and viruses." *Journal of Food Science*, 1998, 69(1), 1-10.

6 THRUST BLOCK DETAIL
NOT TO SCALE

[illegible]

① 3/4" TO 1" WATER METER
NOT TO SCALE

[illegible]

5 FIRE HYDRANT DETAIL
NOT TO SCALE

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Lease Extension for City owned land located at 2953 Manzanita Drive, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 9, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **C-A-L Stores Companies, Inc., doing business as C-A-L Ranch Stores entered into a Lease Agreement with the City in June 2018 to lease the City-owned property at 2953 Manzanita Drive through May 8, 2021. Per Section 1.02(b) of the Lease Agreement, C-A-L Ranch Stores has the option to extend the lease for an additional two years, which they have now requested. 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: **Lease Extension Addendum, Letter of Request, Current Lease Agreement**
9. Recommended Motion: **Approve the Lease Extension to lease City owned land located at 2953 Manzanita Drive to C-A-L Ranch Stores, expiring on May 8, 2023.**
10. Prepared by: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **City Attorney**
12. Council Action:
13. Agenda Distribution: **C-A-L Ranch Stores
Attn: Thomas Yearsley, CEO
PO Box 1866
Idaho Falls, ID 83403**

LEASE EXTENSION ADDENDUM

THIS LEASE EXTENSION ADDENDUM (hereinafter the "Addendum"), made and entered into this _____ day of _____, 2021, 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 "Lessor," and C-A-L STORES COMPANIES, INC. dba C-A-L RANCH STORES, an Idaho corporation, hereinafter referred to as "Lessee."

R E C I T A L S

WHEREAS, on May 8, 2018, following a resolution of the Elko City Council, publication and a public hearing in accordance with NRS 268.064, the parties entered into a Lease Agreement for the lease for real property located at 2953 Manzanita Drive, Elko, Nevada;

WHEREAS, on June 25, 2018, the parties entered into the First Amendment to Lease Agreement, correcting the rental amount stated in the Lease Agreement but otherwise ratifying and confirming the Lease Agreement;

WHEREAS, Section 1.02(b) of the Lease Agreement provides as follows:

At the expiration of the Initial Term, Lessee shall have the option to extend the Lease for an additional two (2) year period (the "Extension Term"). To exercise said option, Lessee must notify Lessor in writing of its election to extend no more than 120 days and no less than 60 days prior to the expiration of the Initial Term. In the event of such extension, the terms and conditions of this Lease shall continue to apply;

WHEREAS, the Initial Term of the Lease will expire on May 8, 2021;

WHEREAS, Lessor has determined that Lessee validly exercised its option to extend the Lease in the manner provided in Section 1.02(b) of the Lease Agreement;

WHEREAS, pursuant to the First Amendment to Lease Agreement, the annual rental shall increase to \$7,381.00 during the Extension Term.

NOW, THEREFORE, for and in consideration of the above recitals and for other good and valuable consideration, the parties agree as follows:

1. **EXTENSION OF TERM.** In accordance with Section 1.02(b) of the Lease Agreement, as amended, the Lease Agreement is hereby extended for an additional two (2) year period, commencing May 9, 2021 and terminating May 8, 2023 (the "Extension Term"). The rental during the Extension Term shall increase to \$7,381.00 per annum in accordance with the First Amendment to Lease Agreement.

2. **GENERAL PROVISIONS.** The Lease Agreement, as amended by the First Amendment, shall remain in full force and effect during the Extension Term, and the Lease Agreement, as modified by the First Amendment, is hereby ratified and confirmed by the parties. In the event of a conflict between the terms of this Addendum and the terms of the Lease Agreement, as modified by the First Amendment, the terms of the Lease Agreement, as modified by the First Amendment, shall control. Defined terms used in this Addendum which are not defined herein shall have the meanings set forth in the Lease Agreement, as modified by the First Amendment. This instrument may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

LESSOR:

THE CITY OF ELKO

By: _____
REECE KEENER, Mayor

LESSEE:

**C-A-L STORES COMPANIES, INC., dba
C-A-L RANCH STORES**

By: _____

Its: _____

ATTEST:

KELLY WOOLDRIDGE, City Clerk

[Date] *between 1/8 and 3/29/2021*

Via Certified Mail Return Receipt Requested

City of Elko
City Manager
1751 College Avenue
Elko, NV 89801

***Re: Lease Agreement dated May 8, 2018 between City of Elko and C-A-L Ranch Stores
NOTICE OF EXERCISE OF OPTION TO EXTEND LEASE***

Dear City Manager:

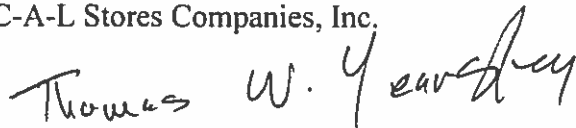
Pursuant to Section 1.02(b) of the Lease Agreement made and entered into on May 8, 2018, between the City of Elko, as Lessor, and C-A-L Stores Companies, Inc., as Lessee, C-A-L Stores Companies hereby gives notice that, effected immediately and automatically upon the expiration of the Initial Term of the Lease on May 8, 2021, it will extend the said Lease for the Extension Term for an additional two (2) year period, to last through May 7, 2023.

Per the amended version of the Lease, rent for the extension period will be \$7,381.00 per year, payable on May 1, 2021.

Please confirm this exercise of the option so that there is no misunderstanding of the continuation of this lease until May 7, 2023.

Sincerely,

C-A-L Stores Companies, Inc.

A handwritten signature in black ink that reads "Thomas W. Yearsley". The signature is written in a cursive, flowing style.

Thomas W. Yearsley
CEO

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 8th day of May, 2018, 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 "Lessor," and C-A-L STORES COMPANIES, INC. dba C-A-L RANCH STORES, an Idaho corporation, hereinafter referred to as "Lessee."

WITNESSETH

For and in consideration of the mutual covenants contained herein, and subject to ratification and approval by the Elko City Council, Lessor does hereby rent, demise, let and lease unto Lessee the real property described in Section 1.01 upon the terms and conditions hereinafter set forth:

ARTICLE I. **DESCRIPTION OF LEASED PREMISES**

Section 1.01. Description: Lessor leases to Lessee that certain real property located in the City of Elko, State of Nevada, more particularly shown or described in the legal description attached hereto as Exhibit "A," consisting of .51 acres (22,215 square feet) more or less, located at 2953 Manzanita Drive, within the City of Elko. The foregoing is herein referred to as the "Leased Premises."

Section 1.02. Term:

(a) The initial term of this Lease shall commence on the date this agreement is executed by the Mayor and shall continue thereafter for a period of three (3) years (the "Initial Term").

(b) At the expiration of the Initial Term, Lessee shall have the option to extend the Lease for an additional two (2) year period (the "Extension Term"). To exercise said option, Lessee must notify Lessor in writing of its election to extend no more than 120 days and no less than 60 days prior to the expiration of the Initial Term. In the event of such extension, the terms and conditions of this Lease shall continue to apply.

Section 1.03: Delivery of Possession.

(a) Lessor shall put Lessee into physical possession of the Leased Premises upon the Mayor's execution of this lease.

(b) Lessor makes no representations regarding whether Hazardous Substances have been deposited, stored, disposed of or placed upon, about or under the Leased Premises.

Section 1.04. Improvements: Lessee shall not construct any improvements upon the Leased Premises without the prior written approval of Lessor. In the event any improvements are authorized or Lessee undertakes any maintenance of the Leased Premises, such work shall meet all of Lessor's applicable standards.

ARTICLE II. RENT

Section 2.01. Amount: Lessee shall pay rent for the Leased Premises as follows:

(a) Lessee shall pay monthly rent of \$6,710.00 during the Initial Term and \$7,381.00 during the Extension Term (if any), which rent shall be due and payable on the first day of each month in advance. In the event the Lease begins or terminates resulting in less than one month of occupancy, Lessee shall pay a pro rata portion of a month's rent, which sum shall be due and payable at the beginning of such month or within 5 days of the execution of this Lease or any extension thereof.

(c) Until further notice by Lessor to Lessee, rent checks shall be payable to and mailed to:

City of Elko, c/o City Clerk's Office
1751 College Ave.
Elko, NV 89801

Section 2.02. Additional Assessments and Charges: In addition to the rent payable under this section, Lessee shall pay and discharge promptly as the same becomes due and before delinquency all taxes and assessments, whether general or special, of every kind which may be levied or assessed or become a lien on or against the Leased Premises.

ARTICLE III. USE OF LEASED PREMISES

Section 3.01. Use: The Leased Premises may be used by Lessee only for inventory storage purposes in connection with its adjacent retail store.

Section 3.02. Chemical Storage Prohibited: This location is within the City's wellhead protection area. Accordingly, the storage of treated lumber/posts and chemicals (including fertilizers, pesticides, herbicides, oils, fuels, and any other substances determined by Lessor or any other governmental authority to present a risk of

environmental contamination) is prohibited on the Leased Premises. Lessee agrees to restrict the use of the Leased Premises to permitted uses unless it obtains the prior written consent of Lessor to use the Leased Premises in any other manner.

3.03. Nuisances, Waste, Unlawful Uses Prohibited: Lessee shall not commit, or allow to be committed, any waste on the Leased Premises, or create or allow a nuisance to existing on the Leased Premises, or use or allow the Leased Premises to be used for any unlawful purpose.

ARTICLE IV.

CONSTRUCTION IMPROVEMENTS

Section 4.01. All construction, work, improvements, and alterations to the Leased Premises by Lessee or its agents shall be done in a good and workmanlike manner and in full compliance with all applicable local, state and federal laws, regulations and codes applicable to the use to which the Leased Premises will be put by Lessee.

ARTICLE V.

REPAIRS AND DESTRUCTION OF LEASED PREMISES

Section 5.01. Lessee shall, throughout the term of this Lease, at its own cost and without any expense to Lessor, keep and maintain the Leased Premises, including all improvements of every kind which may be a part thereof, and all appurtenances thereto, in good, sanitary and neat order, condition and repair, and except as specifically provided herein, restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty or any other cause whatsoever. In addition, any access points on the Leased Premises shall be maintained by Lessee.

ARTICLE VI.

COMPLIANCE WITH LAWS

Section 6.01. Applicable Laws: During the term of this Lease, Lessee shall comply with all city, county, state and federal and other applicable laws affecting the Leased Premises.

Section 6.02. Environmental Indemnity: If it is determined by a governmental agency with jurisdiction that as a result of Lessee's activities in operating the Leased Premises there is a violation of any Environmental Law and such governmental agency requires a cleanup or remediation program on the Leased Premises, Lessee will indemnify Lessor from expenses resulting from that cleanup or remediation program. As used herein, the term "Environmental Law" means all federal and state statutes and county and city ordinances concerning public health, safety and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq.; the

Federal Clean Water Act, 33 U.S.C. Section 1351 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651, et seq.; the Nevada Hazardous Waste Law (NRS Chapter 459), as currently in force or as hereafter amended and all rules and regulations promulgated thereunder.

ARTICLE VII. UTILITIES

Section 7.01. Lessee shall pay for all utilities associated with its use and occupancy of the Leased Premises.

ARTICLE VIII. SIGNS, LESSEE'S FIXTURES

Section 8.01. Signs and Other Advertising Matter Prohibited: Lessee shall not install or operate interior or exterior electric or other signs or advertising matter, or associated machinery and other mechanical equipment on the Leased Premises.

Section 8.02. Removal of Fixtures. Lessee shall at all times have the right to remove all fixtures, machinery, equipment, appurtenances and other property furnished or installed by Lessee at Lessee's expense, provided the Leased Premises is returned to the original state.

ARTICLE IX IMPROVEMENTS AND ALTERATIONS

Section 9.01. Alterations Prohibited Without Prior Approval: Lessee covenants and agrees that during the term of this Lease, Lessee shall not, without Lessor's express written consent, construct any buildings, improvements, alterations, additions and/or fixtures on the Leased Premises.

Section 9.02. Ownership of Alterations and Improvements: On termination of this Lease for any cause or upon the natural expiration of this Lease, Lessor shall automatically become the owner of any buildings, improvements, alterations, additions and/or fixtures on the Leased Premises not removed by Lessee within four (4) months from the date of termination of this Lease; provided, in the event Lessor determines to remove and/or otherwise dispose of said buildings, improvements, alterations, additions and/or fixtures, Lessee shall be responsible for the Lessor's reasonable cost of removal and/or disposal. Nothing herein shall be interpreted as giving Lessee an interest in buildings, improvements, alterations, additions and/or fixtures existing on the effective date of this Lease.

ARTICLE X.
LIENS

Section 10.01. Lessee shall keep the Leased Premises free and clear from all mechanics' and materialmen's liens and other liens and encumbrances.

ARTICLE XI.
INDEMNIFICATION OF LESSOR

Section 11.01. Indemnification: Lessor shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whomsoever may at any time be using, occupying or visiting the Leased Premises or who may be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, visitor or user of any portion of the Leased Premises, or which may result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall indemnify and defend Lessor from and against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damages. Lessee hereby waives all claims against Lessor for damages to improvements existing on or that shall be hereafter placed or built on the Leased Premises, and for injuries to persons or property in or about the Leased Premises from any cause arising at any time during the term hereof. The two preceding sentences shall not apply to loss, injury, death or damage arising by reason of the negligence or intentional misconduct of Lessor, its agents or employees.

Section 11.02. Insurance: Lessee shall procure and maintain in force during the term of this Lease and any extension thereof, at Lessee's expense, public liability insurance adequate to protect Lessee and Lessor against liability for damage claims though public use or arising out of accidents occurring in or around the Leased Premises in a minimum amount of \$1,000,000 for each person injured; \$2,000,000 for any one accident; and \$500,000 for property damage. Lessee agrees to obtain a written obligation from insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies. Lessee agree that if such insurance policies are not kept in force during the entire term of this Lease or any extension thereof, Lessor may procure the necessary insurance and pay the premium thereof, and that such premium shall be repaid to Lessor as an additional rent installment.

ARTICLE XII.
ASSIGNMENT AND SUB-LETTING

Section 12.01. Lessee shall not assign this Lease or sublet all or or any part of the Leased Premises without the prior written approval of Lessor.

ARTICLE XIII.
CASUALTY

Section 13.01. If the Leased Premises shall be damaged or destroyed by fire or other casualty, then Lessee at its option and sole cost and expense may repair and restore the same to such condition as Lessee deems necessary or desirable (with such changes as Lessee deems appropriate), and in the event of such restoration, the fixed rent and all other charges shall abate proportionately according to the extent of such damage or destruction; such abatement shall include a period reasonably necessary for Lessee to perform and complete such restoration. Lessee's repair and restoration (if any) shall be subject to then-applicable legal requirements. If Lessee elects not to repair and restore the Leased Premises as herein provided, Lessee shall remove the damaged portions of the site improvements. If Lessee elects not to rebuild and restore the Leased Premises as herein provided, and such casualty has resulted in damage or destruction to fifty percent (50%) or more of the Leased Premises, then Lessee may cancel this Lease.

ARTICLE XIV.
INGRESS AND EGRESS

Section 14.01. Lessor reserves the right to itself, its contractors and its designees to enter upon the Leased Premises for the purpose of constructing, maintaining, and repairing any right-of-ways and easements which may be placed or constructed or any utilities which exist or may be constructed in the future.

ARTICLE XV.
DEFAULT

Section 15.01. If any fixed rent is due and remains unpaid for ten (10) days after the date it is due, or if Lessee breaches any of the other covenants of this Lease and such other breach continues for fourteen (14) days after receipt of notice from Lessor, Lessor shall then have all legal rights and remedies available at law or equity and such default shall constitute grounds for termination of this Lease, in the sole discretion of Lessor. In the event Lessor terminates this Lease based on a default by Lessee, Lessee shall automatically forfeit all rights hereunder and Lessor may immediately enter the Leased Premises and take possession thereof with or without process of law, and may remove all personal property from the Leased Premises without incurring any liability to Lessee, and may further store such property and dispose of such personal property in any manner it

sees fit, and Lessee shall be responsible for all reasonable costs of storing, transporting, removing, selling and/or otherwise disposing of said personal property.

ARTICLE XVI.
TITLE AND POSSESSION

Section 16.01. Lessor represents that Lessor has fee simple title to the Leased Premises and the right to make this Lease.

ARTICLE XVII.
CONDITION OF THE LEASED PREMISES ON TERMINATION

Section 17.01. On termination or cancellation of this Lease for any cause, or upon the natural expiration of this Lease, Lessee, at its sole expense, must remove any personal property stored on the Leased Premises and restore the Leased Premises to its original state. If all personal property is not removed by said date, Lessee agrees to pay the City of Elko liquidated damages in the amount of \$100 per day for each day any of the personal property is not removed from the Leased Premises; provided, Lessor shall have the option of waiving this requirement, in writing, as to any and all improvements Lessor desires to remain in place. Lessor's rights and remedies pursuant to this Section 17.01 are in addition to and not in lieu of any other rights and remedies Lessor may have pursuant to this Lease.

ARTICLE XVIII.
MISCELLANEOUS PROVISIONS

Section 18.01. No Waiver: The waiver by Lessor of its right to declare a default or pursue any other remedy pursuant to this Lease upon any breach on the part of Lessee shall not violate any provision therefore herein contained, nor constitute a waiver of such right in connection with any future default, or any other obligation of Lessee herein contained to be done and performed. No delay on the part of either party in enforcing any of the provisions of this Lease shall be considered as a waiver thereof, nor shall such delay entitle Lessee to assert the equitable defense of laches. Any consent or approval granted by either party under this Lease must be in writing and shall not be deemed to waive or render unnecessary the obtaining of consent or approval with respect to any subsequent act or omission for which consent is required or sought.

Section 18.02. Inspection: Lessor, by its officers, employees or other authorized agents, shall have the right to enter upon the Leased Premises at any and all reasonable time during the term hereof for the purpose of informing itself as to the compliance by Lessee of the terms, covenants and conditions of this Lease to be kept upon its part.

Section 18.03. Notice: Whenever in this Lease it shall be required or permitted that notice be given by either party to this Lease or to the other, such notice must be in writing and must be given personally or forwarded by certified mail addressed as follows:

Lessor: City of Elko
City Manager
1751 College Avenue
Elko, NV 89801

Lessee: C-A-L Stores Companies, Inc.
dba C-A-L Ranch Stores
P.O. Box 1866
Idaho Falls, ID 83403

Such addresses may be changed from time to time by notice given hereunder.

Section 18.04. Binding Effect: Subject to the restriction on assignments, this Lease shall be binding upon, and inure to the benefit of, and shall apply to the respective heirs, personal representatives, successors and assigns of Lessor and Lessee.

Section 18.05. Time of Essence: Time is of the essence of this Lease and all of its provisions.

Section 18.06. Attorney Fees: In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses, together with cost of suit.

Section 18.07. Captions: The captions contained herein are inserted only for convenience of reference and are in no way to be construed as part of the agreement or as a limitation on the scope of the particular paragraph to which they refer.

Section 18.08. Quiet Enjoyment: Lessee shall have the quiet and peaceable possession of the Leased Premises during the term hereof.

Section 18.09. Governing Law and Jurisdiction: The validity, construction and enforceability of this Lease shall be governed by and interpreted under the laws of the State of Nevada. The Fourth Judicial District Court in and for the County of Elko, State of Nevada, shall have jurisdiction and venue over all disputes arising hereunder.

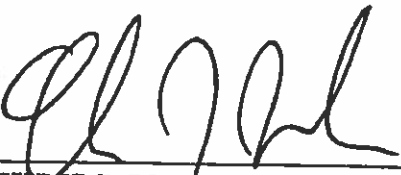
Section 18.10. Entire Agreement; Modification; Waiver: This Lease constitutes the entire agreement between Lessor and Lessee pertaining to the subject matter hereto and supersedes all prior and contemporaneous agreements, representations and understandings to include, without limitation, the Lease Agreement dated August 21, 2008, as extended on April 22, 2014. No supplement, modification or amendment of this Lease shall be binding unless executed in writing by all the parties. No waiver of any of

the provisions of this Lease shall be deemed or shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the parties making the waiver.

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

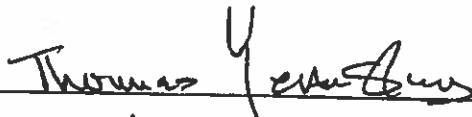
LESSOR:

THE CITY OF ELKO

By: 
CHRIS J. JOHNSON, Mayor

LESSEE:

**C-A-L STORES COMPANIES,
INC., dba C-A-L RANCH STORES**

By: 
Its: CFO / COO

ATTEST:

For 
SHANELL OWEN, City Clerk

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (hereinafter "First Amendment"), made and entered into this 25th day of June, 2018, 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 "Lessor," and C-A-L STORES COMPANIES, INC. dba C-A-L RANCH STORES, an Idaho corporation, hereinafter referred to as "Lessee."

RECITALS

WHEREAS, on May 8, 2018, following a resolution of the Elko City Council, publication and a public hearing in accordance with NRS 268.064, the parties entered into a Lease Agreement for the lease for real property located at 2953 Manzanita Drive, Elko, Nevada, (hereinafter referred to as the "Leased Premises");

WHEREAS, the parties subsequently determined that through oversight, the rental amount was incorrectly stated in the Lease Agreement;

WHEREAS, the parties desire to amend the Lease Agreement to state the correct rental amount;

NOW, THEREFORE, for and in consideration of the above recitals and for other good and valuable consideration, the parties agree as follows:

1. **AMENDMENT TO LEASE AGREEMENT.** The Lease Agreement is hereby amended and modified as follows:

Section 2.01(a) is deleted in its entirety and replaced with the following:


- (a) Lessee shall pay annual rent of \$6,710.00 during the Initial Term and \$7,381.00 during the Extension Term (if any), which rent shall be due and payable in a single installment on or before September 20 of each year. In the event the Lease terminates resulting in less than one year of occupancy, Lessee shall pay a pro rata portion of the year's rent, which sum shall be due and payable within 5 days of the date of termination.

2. **GENERAL PROVISIONS.** Except as modified by this First Amendment, the Lease Agreement shall remain in full force and effect, and the Lease Agreement, as modified by this First Amendment, is hereby ratified and confirmed by the parties. In the event of a conflict between the terms of this First Amendment, and the terms of the Lease Agreement, the terms of this First Amendment shall control. Defined terms used in this First Amendment which are not defined herein shall have the meanings set forth in the Lease Agreement. This instrument may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

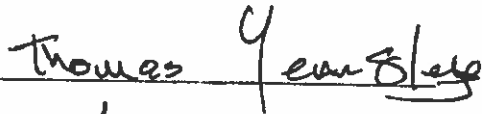
LESSOR:

THE CITY OF ELKO

By: 
CHRIS J. JOHNSON, Mayor

LESSEE:

C-A-L STORES COMPANIES, INC., dba
C-A-L RANCH STORES

By: 
Its: CFO/COD

ATTEST:


SHANELL OWEN, City Clerk

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the Title VI Compliance Policy and Plan for the City of Elko, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 9, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **The Nevada Department of Transportation (NDOT) is required to comply with various nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq. (Title VI), which provides: “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under this title or carried out under this title.” Section 162a of the Federal-Aid Highway Act of 1973 (section 324, title 23 U.S.C.) requires that there be no discrimination on the ground of sex. Moreover, NDOT’s Policy Statement provides that in compliance with Title VI and other nondiscrimination authorities, the NDOT must assure through its policies and procedures that no person shall on the grounds of race, color, national origin, age, sex, income status or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any NDOT or NDOT sponsored program or activity.**

Pursuant to Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) regulations, NDOT must update its Title VI Program Plan occasionally. This Title VI Compliance Plan (sometimes referred to herein as the “Plan”) is designed to aid the NDOT External Civil Rights Division in its ability to provide oversight and ensure that there is compliance with Title VI and other nondiscrimination authorities throughout NDOT by sub-recipients of financial assistance from the United States Department of Transportation (USDOT), to include the City of Elko. KW
6. Budget Information:

Appropriation Required:
Budget amount available:
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Title VI Compliance Plan**
9. Recommended Motion: **Approve the City of Elko Title VI Policy and Compliance Plan.**
10. Prepared by: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Lease Agreement with White Cloud Communications, Inc., and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 9, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **White Cloud Communications, Inc., intends to lease a portion of the airport near the Beacon Tower. This area is to be used for additional infrastructure to enhance the WIFI and fiber optic capabilities for the community. This agreement is similar to other leases in that area with the TV District and Verizon. Additionally, airport ground leases of less than one-half an acre are no longer subject to appraisal/auction process for cities whose population is less than 25,000 (NRS 496.80). JF**
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: **Lease Description & Map, Copy of Lease Agreement**
9. Recommended Motion: **Move to approve Lease with White Cloud Communications, Inc.**
10. Prepared by: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:

LEASE AGREEMENT

THIS AGREEMENT (hereinafter "Lease" or "Agreement") made this ____ day of _____, 2021 by and between the **CITY OF ELKO**, a special charter municipal corporation of the State of Nevada, hereinafter referred to as the "**Lessor**," and **WHITE CLOUD COMMUNICATIONS, INC.** an Idaho corporation, hereinafter referred to as "**Lessee**."

WITNESSETH

That for and in consideration of the rents, covenants and agreements herein contained, **Lessor** hereby leases to **Lessee**, and **Lessee** hereby leases from **Lessor**, the following property upon the terms and conditions described hereinafter.

I. PREMISES

Lessor does hereby lease to **Lessee**, and **Lessee** does hereby lease from **Lessor**, a portion of that certain parcel of property (the entirety of **Lessor's** property is referred to hereinafter as the "Property"), located at Elko Regional Airport, Elko, Nevada, and being described as an irregular parcel containing 733 square feet ("Land Space"), together with the non-exclusive right of ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a fifteen (15) foot wide right-of-way extending from the nearest public right-of-way, being Terminal Way, to the demised premises, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more ten (10) foot wide rights-of-way from the Land Space. The demised premises and rights-of-way are hereinafter collectively referred to as the "Premises." The Premises are described in **Exhibit A** attached hereto and made a part hereof, and as shown on the Map of Lease Area attached hereto and incorporated herein as **Exhibit B**. In the event any public utility is unable to use the aforementioned right-of-way, **Lessor** may, in its discretion, grant an additional right-of-way either to the **Lessee** or to the public utility at no cost to the **Lessee**.

II. TERM OF LEASE

A. Initial Term. **Lessee** shall have and hold the Premises for a term of ten (10) years (the "Initial Term"), commencing on the ____ day of _____, 2021 (the "Commencement Date"). The term "Lease Year" shall refer to each consecutive twelve (12) month period during the Term, beginning with the first Lease Year, which commences on the Commencement Date and ends on the last day of the twelfth (12th) calendar month thereafter. The second and each succeeding Lease Year commences on the first day of the year following the preceding Lease Year.

B. Extensions. **Lessee** at its option, shall be entitled to the privilege and option of three (3)

successive extensions of this Lease for a period of five (5) years each (each an "Extension Term" and, collectively, the "Extension Terms"); provided, that Lessee's right to extend is subject to the following conditions precedent: (i) this Lease shall be in full force and effect at the time Lessee exercises its option to extend; (ii) no uncured Event of Default, beyond applicable notice and cure periods, shall exist at the time notice is given or during the period from exercise of the extension through and including the last day of the then current Term; (iii) prior to Lessee's exercise of any extension option, Lessee shall not have abandoned the Premises; and (iv) Lessee shall exercise its option to extend the Term by giving Lessor written notice thereof not less than six (6) months, and not more than nine (9) months, prior to the expiration of the then-current Term. Any exercise of an extension option as herein provided shall operate as an extension of the Term hereof, so that this Lease and each and every covenant and provision thereof shall be and remain in full force and effect during the Term as extended and with the same force and effect as if the Term of this Lease were originally for such extended period, except that: (i) Lessor shall have no obligation to make any improvement to the Premises or provide a tenant improvement allowance to Lessee for improvements, and (ii) there shall be no further right to extend the Term beyond the three (3) extension provided herein. "Term" shall mean and refer to the period of time during which this Lease is in effect, including any Extension Terms. Notwithstanding the foregoing, Lessor may, by resolution of the Elko City Council, at any time after the Initial Term, waive the requirement for Lessee to provide written notice pursuant to Subsection II.B(iv), above.

III. TERMINATION BY THE LESSOR

The Lessee understands that the Lessor is developing and adjusting a master plan for the Elko Regional Airport that may include, without limitation, future Airport expansion.

This Agreement shall may be terminated by Lessor in the event of either of the following:

- A. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Lessee for a period of at least sixty (60) days, from operating thereon. Termination pursuant to this subsection III.A. may, in the Lessor's sole discretion, be immediate and without prior notice.
- B. The Premises are needed for Airport and/or airline service purposes and/or City purposes. Lessor shall give Lessee one hundred twenty (120) days advance written notice of any cancellation under this Subsection III.B.

IV. TERMINATION BY LESSEE

This Agreement may be terminated by Lessee upon giving Lessor one hundred twenty (120) days' written notice prior to the termination date and by paying Lessor the rental that would have been due through the date of termination.

V. RENT

- A. The initial annual rent shall be the sum of **TWO HUNDRED FIVE DOLLARS AND TWENTY-FOUR CENTS (\$205.24)**, calculated in the following manner: 733 square feet x \$0.28/year. The first annual rental payment shall be payable on the ____ day of _____, 2021.
- B. Subsequent annual rental payments shall increase at the rate of three percent (3%) per year, payable on February 1st thereafter during the Term, or subsequent extensions of this Lease. Rental payments shall be delivered to City Hall, 1751 College Ave., Elko, NV 89801, or whenever **Lessor** may demand the same to be paid in writing.

VI. ABANDONMENT

In the event the **Lessee** abandons the Premises at any time during the Term, or fails to begin construction of the improvements within **twenty-four (24) months** from the Commencement Date, the Lease shall immediately terminate without further notice and **Lessee** shall thereupon immediately pay to **Lessor** all rent then due plus all amounts that would have otherwise been due for the remainder of the Term then in effect, as calculated in Article V.

VII. ALTERATIONS AND IMPROVEMENTS

- A. The **Lessee** shall not construct, erect or place any improvements to the leased premises without the prior consent of the City of Elko. All construction shall be in compliance with all applicable building and construction codes.
- B. **Lessor** shall have the right to inspect and approve the plans and specifications of any improvements of **Lessee** prior to construction or installation thereof and to refuse to permit such construction or installation if the external appearance thereof does not meet **Lessor's** reasonable requirements of appearance of structures on the airport, or if the manner or type of construction or installation or the location thereof does not comply with the master plan or meet **Lessor's** requirements for the safe use of the airport or if it does not comply with the building or construction ordinances of the City of Elko. Any alteration, modification or remodeling of any building or structure on the demised premises shall be subject to the inspection and approval of the **Lessor** above provided.

VIII. MAINTENANCE AND REPAIRS

Lessee shall maintain all improvements on the Premises in good order and repair and shall keep the Premises in a clean and orderly condition. Upon termination of this Lease,

Lessee shall repair any damage caused to the Premises.

IX. APPLICABLE RULES AND LAWS

Lessee agrees to observe and comply with, during the Term, all laws of the State of Nevada, and of the United States, and all applicable ordinances of the County of Elko and the City of Elko, together with any applicable rules, policies or procedures implemented by the City of Elko.

X. INTERFERENCE

Lessee agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with the existing Federal Communications Commission (FCC) standards to any equipment of the Lessor or other persons, to include other lessees, utilizing Airport property as of the Commencement Date. In the event any of Lessee's equipment causes such interference, Lessee will take all reasonable steps necessary to correct and eliminate the interference, including but not limited to, powering down.

XI. WASTE

Lessee shall keep the Premises clean and shall dispose of all debris and other waste matter which may accumulate, and shall provide proper containers, with proper covers, for waste within the premises utilized by the Lessee.

XII. UTILITIES

Lessee shall promptly pay when due all charges for light, power, water, sewer and all other utilities and services used upon or in connection with the Premises by the Lessee.

XIII. TAXES

Lessee will pay any city, county and state taxes levied or assessed against property placed upon the premises by the Lessee, together with all necessary license fees.

XIV. INDEMNITY AND INSURANCE

- A. The Lessee agrees to hold harmless, release, indemnify and defend the Lessor, its officers, supervisors, employees, and agents from and against all fines, suits, claims, demands, expenses, fees, liabilities, defenses and actions of any kind and nature by reason of any and all of its operations hereunder and any and all negligence, acts and omissions of the Lessee and its agents, employees, officers, and directors, and hereby assumes all risk and liability of relating to its use of the Premises.

- B. Lessee shall maintain with insurance underwriters satisfactory to the Lessor a standard form policy or policies of insurance in such amounts as may from time to time be approved by the Lessor protecting both the Lessee and the Lessor against public liability and property damage. Lessee shall promptly, after the execution of this Agreement, furnish such policy or policies for public liability and property damage growing out of accidents occurring in or around the Premises in a minimum amount of **\$500,000 for each person injured; \$1,000,000 for any one accident or event of loss; and \$100,000 for property damage.** The specified amounts of insurance in no way limits the liability of Lessee and Lessee shall carry insurance in such amounts as are reasonably necessary to indemnify and save harmless the Lessor from all claims, suits, demands and actions.

XV. DEFAULT AND REMEDIES

This Lease is entered into by Lessor on the condition that Lessee shall perform all of the covenants and agreements set forth in this Lease which are to be performed by the Lessee. If at any time there is a default on the part of the Lessee in the payment of rent (the term rent meaning all rentals and any other sums payable to the Lessor pursuant to this Lease), taxes, assessments, utility charges or any other charges and payments by Lessee to be made, or any part thereof, and if such default shall continue for a period of **thirty-five (35) days** after written notice from Lessor as provided for herein; or if the Lessee shall fail, refuse or neglect to forthwith cease the violation of any of the provisions of this Lease, or if there shall be default on the part of the Lessee in the performance of any of the remaining covenants or agreements of this Lease by the Lessee which are to be performed, and such default shall continue for a period of **thirty-five (35) days** after written notice of such default being given by the Lessor as provided for herein and Lessee has not diligently commenced action to cure such default, the Lessor shall have the right to pursue all rights and remedies it may have at law or in equity, including injunctive relief, or it shall have the right, without further demand or notice (which is hereby waived) at its election, to terminate this Lease and to enter upon the Premises with or without legal process and take immediate possession thereof. In addition, Lessor may bring suit for and collect all rents and payments payable to the Lessor, and all costs, expenses, attorney fees and damages incurred or suffered by the Lessor. From the time of such entry, this Lease and all rights, privileges, easements and leasehold interests herein granted shall terminate; provided, that for rents due and nonperformance of other conditions, Lessor may sue at once and pursue all remedies that it may have at law or in equity without being required to enter into possession and forfeit the Lessee's term as herein provided. Lessor and Lessee further agree that in the event of any default, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Lease, or in pursuit of any remedies provided hereunder, or by the statutes of the State of Nevada, whether such remedy is pursued by filing a suit or otherwise.

XVI. QUIET POSSESSION

The Lessee, upon making the payments herein provided for and in the manner provided, and complying with each, every and all of the terms, clauses and covenants of this Lease, shall have the sole right and option of occupying said Premises under the terms of this Lease during the full Term, without any let or hindrance by said Lessor. The occupancy for the Term is subject to the rental and renewal provisions as set forth herein.

XVII. ASSIGNMENT AND SUBLETTING

Lessee shall not, at any time during the Term, or in any manner, either directly or indirectly, assign, hypothecate or transfer this Lease or any interest therein, or sublet the Premises, or any portion thereof, without the prior written consent of Lessor, which consent may be withheld for any reason or no reason.

XVIII. LIABILITY FOR LESSEE'S PROPERTY

Lessee shall be solely responsible for loss or damage to Lessee's personal property or any improvements placed upon the Premises by Lessee.

XIX. INSPECTION

Lessor reserves the right to enter upon the Premises at any reasonable time for the purpose of making any inspection it may deem appropriate for the proper enforcement of any of the covenants or conditions of this Lease. However, except in emergency situations, prior to Lessor's exercise of this right, Lessor must first contact Lessee and advise Lessee of Lessor's intent to inspect, thereby allowing Lessee the opportunity to be present at such inspection.

XX. WAIVERS

No waivers by the Lessor of default, violation of or non-performance of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Lessee shall be construed to or act as a waiver of any subsequent default, violation or non-performance. The acceptance of rental or the performance of all or any part of this Lease by Lessor for or during any period or periods after a default, violation or non-performance of any of the terms, covenants and conditions herein contained shall not be deemed a waiver of any right on the part of the Lessor to cancel this Lease for failure of Lessee to so perform, keep or observe any of the terms, covenants or conditions herein.

XXI. NOTICES

Any and all notices and demands by or from Lessor to Lessee, or by or from Lessee to Lessor, required or desired to be given hereunder shall be in writing and shall be validly given or made if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served by

registered or certified mail in the manner provided herein, service shall be conclusively deemed given **three (3) days** after mailing or upon receipt, whichever is sooner.

A. Any notice or demand to **Lessor** shall be addressed to **Lessor** at:

City of Elko
Attention: City Manager
1751 College Avenue
Elko, Nevada 89801

B. Any notice or demand to **Lessee** shall be addressed to **Lessee** at:

White Cloud Communications, Inc.
663 Main Avenue East
Twin Falls, Idaho 83301

C. Either party hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereto.

XXII. ATTORNEY FEES

In the event either party herein is required to file suit in order to enforce this Agreement, or to obtain a judicial interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.

XXIII. BINDING EFFECT

Subject to any restrictions on assignments or subleasing, this Lease shall be binding upon and inure to the benefit of the parties, and their successors and assigns and upon their heirs, executors, successors, assigns and any sublessees of any portion of the Premises.

XXIV. GOVERNING LAW

The validity, construction and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

XXV. ENTIRE AGREEMENT; MODIFICATION; WAIVER

This Agreement constitutes the entire agreement between **Lessee** and **Lessor** pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings. No supplement, modification or amendment of or to this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other

provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

XXVI. COUNTERPARTS

This Agreement may be executed in one or more counterparts and each counterpart shall constitute an original instrument, but all such counterparts shall only constitute one and the same instrument.

XXVII. CAPTIONS

The captions of this Agreement do not in any way limit or amplify the terms and provisions of this Agreement.

XXVIII. MERGER

The obligations of Lessor and Lessee pursuant to this Agreement shall survive the close of escrow contemplated hereunder, and shall not be deemed to merge with the deed of conveyance.

XXIX. SEVERABILITY

Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

XXXI. AUTHORSHIP

This Agreement has been reviewed by attorneys representing the respective parties and therefore shall not be construed in favor of or against any party hereto based on the sole or primary authorship of this Agreement being the work of one party hereto.

LESSOR

CITY OF ELKO

By: _____
REECE KEENER, MAYOR

LESSEE

**WHITE CLOUDCOMMUNICATIONS,
INC.**

By: _____

Its: _____

ATTEST:

KELLY WOOLDRIDGE, CITY CLERK

EXHIBIT A
AIRPORT LEASE AREA FOR
WHITE CLOUD COMMUNICATIONS, INC.
October 21, 2020

A parcel of land located in Section 16, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Nevada, more particularly described as follows:

Commencing at the West 1/4 Corner of said Section 16, a point from which the Southwest corner of said Section 16 bears S 00° 47' 53" E, 2654.44 feet, thence S 00° 47' 53" E, 1193.13 feet along the West Line of said Section 16 to a point, thence EAST, 9.82 feet to Corner No. 1, the True Point of Beginning;

Thence continuing EAST, 26.00 feet to Corner No. 2;

Thence NORTH, 11.80 feet to Corner No. 3;

Thence EAST, 6.34 feet to Corner No. 4;

Thence SOUTH, 17.79 feet to Corner No. 5;

Thence EAST, 2.00 feet to Corner No. 6;

Thence NORTH, 76.54 feet to Corner No. 7;

Thence N 04° 56' 54" W, 11.82 feet to Corner No. 8;

Thence N 12° 56' 26" W, 6.20 feet to Corner No. 9;

Thence WEST, 7.59 feet to Corner No. 10;

Thence SOUTH, 2.00 feet to Corner No. 11;

Thence EAST, 6.00 feet to Corner No. 12;

Thence S 12° 56' 26" E, 4.47 feet to Corner No. 13;

Thence S 04° 56' 54" E, 11.59 feet to Corner No. 14;

Thence SOUTH, 56.67 feet to Corner No. 15;

Thence WEST, 6.34 feet to Corner No. 16;

Thence NORTH, 6.20 to Corner No. 17;

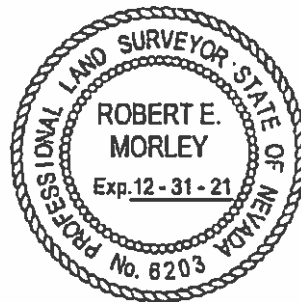
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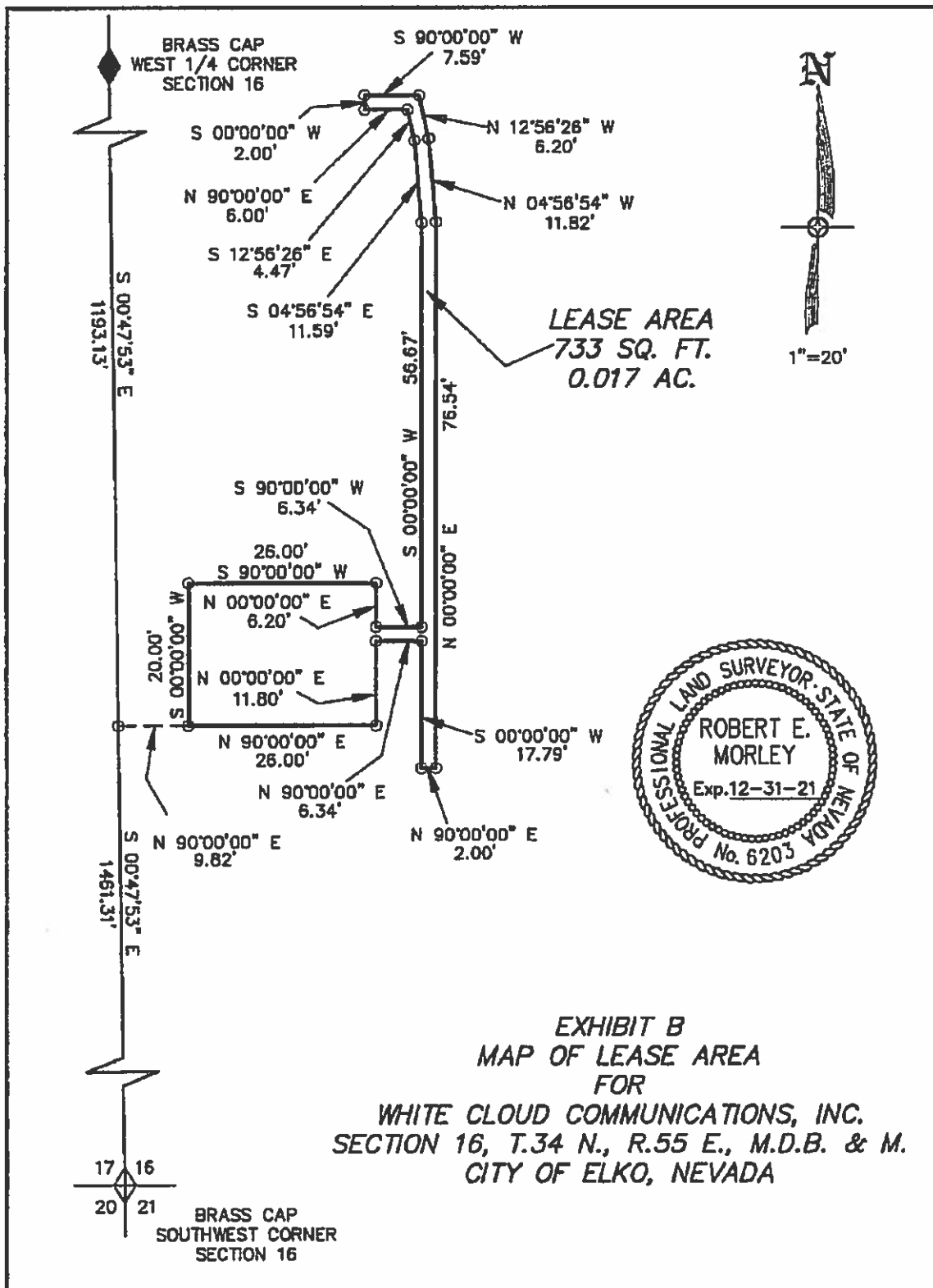
Exhibit A
Airport Lease Area For
White Cloud Communications, Inc.
(Continued from Page 1)

Thence WEST, 26.00 feet to Corner No. 18;

Thence SOUTH, 20.00 feet to Corner No. 1, the point of beginning, containing 733 square feet, more or less.

Reference is hereby made to Exhibit B, Map of Lease Area for White Cloud Communications, Inc., attached hereto and made a part hereof.





RULES AND REGULATIONS
Exhibit C

CHAPTER I
GENERAL PROVISIONS

SECTION 1. Definitions

As used in these Rules and Regulations, unless the text otherwise requires:

1. Airport means the Elko Regional Airport and all of the area, building facilities, and improvements within the exterior boundaries of such airport as it now exists or as it may hereafter be extended or enlarged.

2. Airport Director means the person hired by the City, whose job duties are outlined in Section 2.

3. Council means the Elko City Council of the City of Elko, Nevada.

4. City means the City of Elko, Elko County, Nevada.

5. F.A.A. means the Federal Aviation Administration.

6. Person means any individual, firm, partnership, corporation, company, association, joint-stock association or body politic, and includes any trustee, receiver assignee or other similar representative thereof.

7. Advisory Board means the Elko Regional Airport Advisory Board established by the Elko City Council.

SECTION 2. Airport Director

The Airport Director shall be hired by the City. He shall report to the City Manager. The Airport Director's duties include, but are not limited to:

1. Develop and implement policies and procedures related to airport operations, safety and maintenance, drafts and revises airport policy and procedure manuals regarding emergency procedures, minimum safety standards and operating procedures in accordance with FAA operation rules.

2. Coordinates the development and negotiation of airport leases, contracts and

agreements, including those with private companies, commercial air carriers and government agencies for the rental of airport facilities including hangars, building space, airport service and concessions.

3. Initiates the FAA grant priorities and monitors the major construction resulting from those grant projects. Plans, organizes, coordinates, supervises and evaluates programs, plans, services, staffing, equipment and infrastructure of the airport, including airport development and improvement projects.

4. Supervises and monitors use of the airport facilities by tenants, concessionaires and patrons, including ground operations, passenger and baggage screening, emergency operations, maintenance and related activities. Supervises grounds and facilities maintenance, coordination of improvements or changes to facilities or equipment. Inspects airport grounds, facilities and equipment, and notes maintenance needs, safety hazards and other problems, initiates corrective action and follows-up as necessary.

5. Interprets flight safety and other flight and airport use regulations for the public, enforces airport regulations and assures compliance with a variety of local, State, and Federal laws and regulations related to airport operations.

6. Assesses a variety of emergency situations requiring airport closure or altered operations, such as snow-plowing, ice removal or other extreme weather conditions, bomb threats, fire, crashes or other emergencies, coordinates fire, crash and rescue procedures.

SECTION 3. Rules and Regulations

All aeronautical activities at the airport, all operation and flying of aircraft at the airport, and all business and other activities on the airport shall be conducted in conformity with these rules and regulations, and all amendments, supplements, attachments, changes, and additions hereto which may hereafter be adopted by the City Council, and further in conformity with all pertinent rules, regulations, orders and rulings of the F.A.A., which are made a part of these rules by this reference. Provided, however, that nothing herein contained shall affect or impair any existing agreement. In the event of any conflict between these rules and regulations and any law, rule, regulation or order of the F.A.A. or other governmental agency exercising the same or similar jurisdiction, the latter shall prevail.

SECTION 4. Special Events

Special events, such as air shows, air races, fly-ins, sky diving and all events requiring the general use of the airport, other than normal or routine airport traffic, shall be held only

upon the prior approval of the Airport Director, and on such dates, in such areas and upon such terms and conditions as shall be specified by the Airport Director.

SECTION 5. Public Use

The airport shall be open for public use at all hours of the day, subject to regulation or restriction due to conditions of the landing area, the presentation of special events and like causes, as may be determined by the Airport Director and revocation of the right to use for violation of these rules and regulations as herein provided.

SECTION 6. Common Use Area

All runways for landing and take-off, all, all runway markers, guidance, signal, and beacon light used to guide operating aircraft, and wind information, for signaling, for radio-direction finding, or for any other structure, equipment or mechanism having a similar purpose for guiding or controlling flight in the air or landing and take-off of aircraft, and together with such aprons, ramps, turn-offs, taxiways, tie down areas and other areas of the airport as the airport director shall specify or designate as common use areas available for use, in common, by all persons flying or operating aircraft on the airport and shall be kept clear and available for aircraft traffic. No person or entity shall use any common use area for the parking or storing of inoperative aircraft, the repair, servicing, or fueling of aircraft or for any other purpose other than the flying and operation of aircraft without the prior consent and authorization of the Airport Director. Common use areas shall be subject to change by the Airport Director.

SECTION 7. Vehicular Traffic

The traffic laws of the City shall apply to the streets, roads, and parking areas on the airport, unless restricted by the Airport Director. Vehicular access to aircraft in the General Aviation area is permitted for the purpose of loading and unloading only. Except for fire fighting equipment, ambulances, emergency vehicles, and aircraft maintenance vehicles, no person shall take or drive any vehicle on the airport, other than on established streets, roads and automobile parking facilities, unless permission has been first obtained from the Airport Director.

SECTION 8. Advertising

No signs or other advertising shall be placed on constructed upon the airport without the prior approval of the Airport Director. Any building, structure or improvement must also obtain prior approval of the Airport Director.

SECTION 9. Acceptance Of Rules By Use

The use of the airport or any of its facilities in any manner shall constitute an assumption by the user of these rules and regulations and shall create an obligation on the part of the user to abide by and obey these rules and regulations.

SECTION 10. Operators To Keep Rules Available

All persons licensed to do business on or conduct operations of any kind on the airport shall keep a current copy of these rules and regulations in its office or place of business and make it available to all persons.

CHAPTER II

AIRPORT OPERATIONS AND AIRPORT TRAFFIC

SECTION 1. General

1. Every person operating an aircraft shall comply with and operate such aircraft in conformity with these Rules and Regulations, and all pertinent rules, regulations, or orders of the FAA.

2. The taxing, traffic, and landing rules will be managed by the Elko Regional Airport Control Tower, if operating.

3. In the event any aircraft is wrecked or damaged to the extent that it cannot be moved under its own power, the Airport Director shall be immediately notified by the pilot. Subject to governmental investigations and inspection of the wreckage, the owner or pilot of the wrecked or damaged aircraft, must obtain the necessary permission for the removal of the aircraft and shall promptly remove such aircraft and debris from all landing areas, taxiways, ramps, tie-downs areas, and all other traffic areas. The owner or pilot must place or store the aircraft in an area designated by the Airport Director. In the event the owner of the aircraft fails for any reason to comply with this regulation, the Airport Director may cause the removal and storage, or disposal of such wrecked or damaged aircraft at the expense of the aircraft owner.

SECTION 2. Ground Rules

1. No person shall park, store, tie-down, or leave any aircraft on any area of the airport other than that designated by the Airport Director, or his duly authorized agent.

2. No aircraft shall be parked or stored at the Elko Regional Airport unless it is

properly tied down and secured in place. It shall be the sole responsibility of the aircraft owner or pilot to tie down or secure said aircraft at all times required by these rules and regulations or as requested by the Airport Director. Owners of all aircraft shall be held solely responsible for any damage or loss resulting from the failure of such owner or pilot of such aircraft to comply with this rule.

3. No person shall take or use any aircraft anchoring or tie-down facilities when said facilities are already in use by another person.

4. All repairs to aircraft or engines shall be made in the spaces or areas designated for this purpose by the Airport Director and not on any part of the landing area, taxiways, ramps, fueling, or service areas of a fixed base operator, unless mutually agreed upon by the fixed base operator and the Airport Director. Prior approval for minor repairs to aircraft located on parking areas may be obtained from the Airport Director.

5. No aircraft engine shall be started on an aircraft unless a competent operator is in control of the aircraft and the parking brakes have been set or the wheels have been set with blocks that are equipped with ropes or other suitable means for removing said blocks.

6. No aircraft engine shall be started, run, or run-up, unless the aircraft is in such a position that the propeller or jet blast clears all hangars, shops, or other buildings, persons, other aircraft, vehicles, and the flight and taxi path of other aircraft.

SECTION 3. Fire Regulations

1. No aircraft shall be fueled or drained while the engine is running, or while in a hangar or other enclosed area. Fueling shall be done in such a manner and with such equipment that adequate connections for bonding for static electricity shall be continuously maintained during fueling operations.

2. All persons using, in any way, the airport area or the facilities of the airport shall exercise the utmost care to guard against fire and injury to persons or property.

3. No person shall smoke or ignite any matches, flares, lighters, or other objects of which produce an open flame anywhere within a hangar, shop, building or flammable structure in which any aircraft is or may be stored, or in which any gas, oil or flammable substance is stored or within 50 feet of any aircraft or any fueling facilities.

CHAPTER III

AIRPORT OPERATORS, LEASES, AND CONCESSIONS

SECTION 1. Business Activities.

Subject to applicable orders, certificates or permits of the Federal Aviation Administration, or its successors, no person shall use the airport, or any portion thereof, or any of its improvements or facilities for revenue producing commercial, business, or aeronautical activities, who has not first complied with these rules and regulations and obtained the consent and all appropriate permits and licenses for such activities from the City Council and entered into such written leases and other agreements prescribed by the City Council, or agreed upon by the City Council and such person or business entity.

SECTION 2. Application.

Applications for leases of ground on the airport, or for permission to carry on any commercial, business or aeronautical activity on the airport, with the necessary permits and licenses, shall be made to the Airport Director. This includes, but is not limited to Request for Proposals. The Airport Director shall present the application to the City Council by at least its next regular meeting. The City Council may, if it deems it advisable, have a public hearing upon the application. The applicant shall submit all information and material necessary, or requested by the RFP or the City Council, to establish to the satisfaction of the City Council that the applicant can qualify and will comply with these rules and regulations. The application shall be signed and submitted by every party owning an interest in the business, those who will be managing the business, every partner of a partnership, and each Director, and officer of a corporation.

SECTION 3. Action on Application.

The City Council may deny any application if, in its opinion, it finds any one or more of the following:

1. The applicant, for any reason, does not meet the qualifications, standards and requirements established by these rules and regulations; or
2. The applicants proposed operations or construction will create a safety hazard on the airport; or
3. The granting of the application will require the City to spend City funds, or to supply labor or materials in connection with the proposed operations to an extent which or at a time the City Council is unwilling to enter into such arrangement; or the operation

will result in a financial loss to the City: or

4. There is no appropriate, adequate or available space or building on the airport to accommodate the entire activity of the applicant at the time of the application; or

5. The proposed operation or airport development or construction does not comply with the master plan of the airport; or

6. The development or use of the area requested by the applicant will result in depriving existing fixed base operators of portions of the area in which they are operating; or will result in a congestion of aircraft or buildings; or will result in unduly interfering with the operations of any present fixed base operator on the airport through problems in connection with aircraft traffic or service, or preventing free access to the fixed base operators area: or

7 Any part applying or interested in the business has supplied the City Council with any false information or has misrepresented any material fact in his application or in supporting documents; or has failed to make full disclosure on his application; or in supporting documents; or

8. Any party applying, or interested in the business has a record of violating these rules and regulations, or the rules and regulations of any other airport, or the Federal Aviation Regulations, or any other rules and regulations applicable to the Elko Regional Airport.

9. Any part applying, or interested in the business has defaulted in the performance of any lease or other agreement with the City of Elko, or

10. Any party applying, or interested in the business has a credit report which contain derogatory information and does not appear to be a person of satisfactory business responsibility and reputation; or

11. The applicant does not appear to have, or have access to the finances necessary to conduct the proposed operation for a minimum of six months; or

12. Any party applying, or interested in the business has been convicted of any crime or violation of any City ordinance of such a nature that it indicates to the City Council that the applicant would not be a desirable operator on the Elko Regional Airport;

13. The protection of the health, welfare, or safety of the inhabitants of the City of Elko requires such denial.

14. Nothing contained herein shall be construed to prohibit the City Council from granting or denying, for any reason it deems sufficient, an application to do business on the airport for the purpose of selling, furnishing or establishing non-aviation products and supplies or any service or business of a non-aeronautical nature, or the application by a person for an area on the airport for the personal non-profit use of such person.

SECTION 4. Supporting Documents

If requested by the City Council, the applicant shall submit the supporting documents itemized in an Appendix (if applicable) to the City Council, together with such other documents and information as may be requested by the City Council.

SECTION 5. Airport License and Leases Non-Transferable

No right, privilege, permit or license to do business on the Elko Regional Airport, or any lease of any area of the airport shall be assigned, sold, or otherwise transferred or conveyed in whole or part without the prior express consent of the City Council.

SECTION 6. Tie-down Rates

Daily and Monthly tie down rates shall be administered by the Airport Director.

SECTION 7. Refuse

No person shall throw, dump, or deposit any waste, refuse or garbage on the Elko Regional Airport. All waste, refuse, or garbage shall be placed and kept in closed garbage cans or containers and all operating areas shall be kept in a safe, neat, clean, and orderly manner at all times, and in such a manner as to minimize any hazards.

SECTION 8. Approval of Construction

No buildings, structures, tie-downs, ramps, paving, taxi areas, or any other improvement or addition on the airport shall be placed or constructed on the airport, or altered or removed without the prior approval of the City Council *and/or Airport Director*. In the event of any construction, the City Council may, in its discretion, require the appropriate bond to guarantee the completion of the construction in accordance with City Council approval.

SECTION 9. Operation Area.

No person authorized to operate on or conduct business activities on the airport shall conduct any of its business or activities on any area except those specified by the City Council, or the Airport Director, and the leased areas.

SECTION 10. Fixed Base Operator

No person shall use the Elko Regional Airport as a fixed base operator until such person has applied for and received from the City Council a fixed base operator's license and has met the qualifications, standards and requirements of these rules and regulations. These standards, requirements, rules and regulations pertaining to FBOs, and a list of the services of a fixed base operator is contained in the Elko Regional Airport's Minimum Standard Requirements for Airport Aeronautical Services.

SECTION 11. Waiver of Chapter III

The City Council may in its discretion, waive all or any of Chapter III, or the requirements listed in the Appendix (if applicable), for the benefit of any Government or Government Agency or Department or person performing non-profit public services to the aircraft industry, or performing air search and rescue operations, or performing fire prevention or fire fighting operations.

SECTION 12. Business Name

No person shall conduct business operations on the airport under a business name the same as or deceptively similar to the business name of any other fixed base operator.

SECTION 13. Damage Repair By The City

Nothing contained in these rules and regulations shall be construed as requiring the City to maintain, repair, restore or replace any structure, improvement or facility which is substantially damaged or destroyed due an act of God or other condition or circumstance beyond the control of the City.

CHAPTER IV PENALTIES

SECTION 1. General

In addition to any penalties otherwise provided by City Ordinance, law, the F.A.A., or other

governmental agency, any person violating or failing or refusing to comply with these rules and regulations or those issued by the Airport Director may be promptly removed or ejected from the airport by or under the authority of the Airport Director. Upon the order of the City Council or Airport Director, such person may be deprived of further use of the airport and its facilities pending appeal or presentation of the matter to the City Council.

SECTION 2. Appeals

Such matters shall be presented to the City Council as expeditiously as practicable. By request of the City Council, the accused violator will be asked to show cause for reinstatement of airport use.

SECTION 3. Enforcement

In addition to any civil or criminal penalties, upon order of the City Council, such person may be deprived of further use of the airport and its facilities for such time as may be deemed necessary and appropriate by the City Council to insure the safeguarding of the airport, its operations, the public use thereof and the City's interest therein.

CHAPTER V

GOVERNMENT AGREEMENTS

SECTION 1. War or National Emergency

During time of war or national emergency the City shall have the right to lease the airport, or the landing areas, or any part thereof to the United States Government for military use, and any license or authority granted under these rules and any lease and agreement executed pursuant hereto shall be subject to such government lease and the provision of the government lease.

Exhibit D

Additional Terms Required by FAA Safety/Compliance Inspector

1. The Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in the attached Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Lessee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Lessee shall furnish its accommodations and/or services on a fair, equal and no unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach

thereof and in the event of such non-compliance the Lessor shall have the right to terminate this Lease and the estate hereby created without liability therefor or at the election of the Lessor or the United States. Either or both said governments shall have the right to judicially enforce such provisions.

6. Lessee agrees that it shall insert the above five provisions in any Lease agreement, contract, etc. by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Lessee assures that it will require that its covered sub organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The Lessor reserves the right to further develop or improve the landing area of the Elko Regional Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.

9. The Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the Elko Regional Airport and all publicly-owned facilities of the Elko Regional Airport, together with the right to direct and control all activities of the Lessee in this regard.

10. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the United States, relative to the development, operation or maintenance of the Elko Regional Airport.

11. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Elko Regional Airport .

12. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of

a building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises.

13. The Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 5,075 feet. In the event the aforesaid covenants are breached, the Lessor reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

14. The Lessee, by accepting this Lease, agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from , or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the premises hereby leased, and cause the abatement of such interference at the expense of the Lessee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This Lease and all provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of or the exclusive or non-exclusive use of the Elko Regional Airport by the United States during the time of war or national emergency.

EXHIBIT A
AIRPORT LEASE AREA FOR
WHITE CLOUD COMMUNICATIONS, INC.
October 21, 2020

A parcel of land located in Section 16, Township 34 North, Range 55 East, M.D.B. & M., City of Elko, Nevada, more particularly described as follows:

Commencing at the West 1/4 Corner of said Section 16, a point from which the Southwest corner of said Section 16 bears S 00° 47' 53" E, 2654.44 feet, thence S 00° 47' 53" E, 1193.13 feet along the West Line of said Section 16 to a point, thence EAST, 9.82 feet to Corner No. 1, the True Point of Beginning;

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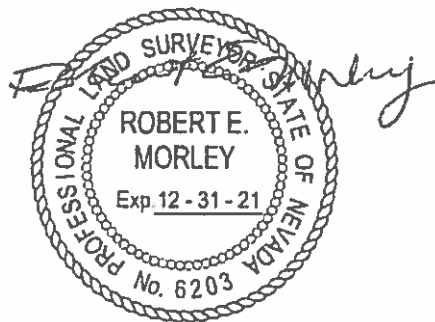
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Exhibit A
Airport Lease Area For
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(Continued from Page 1)

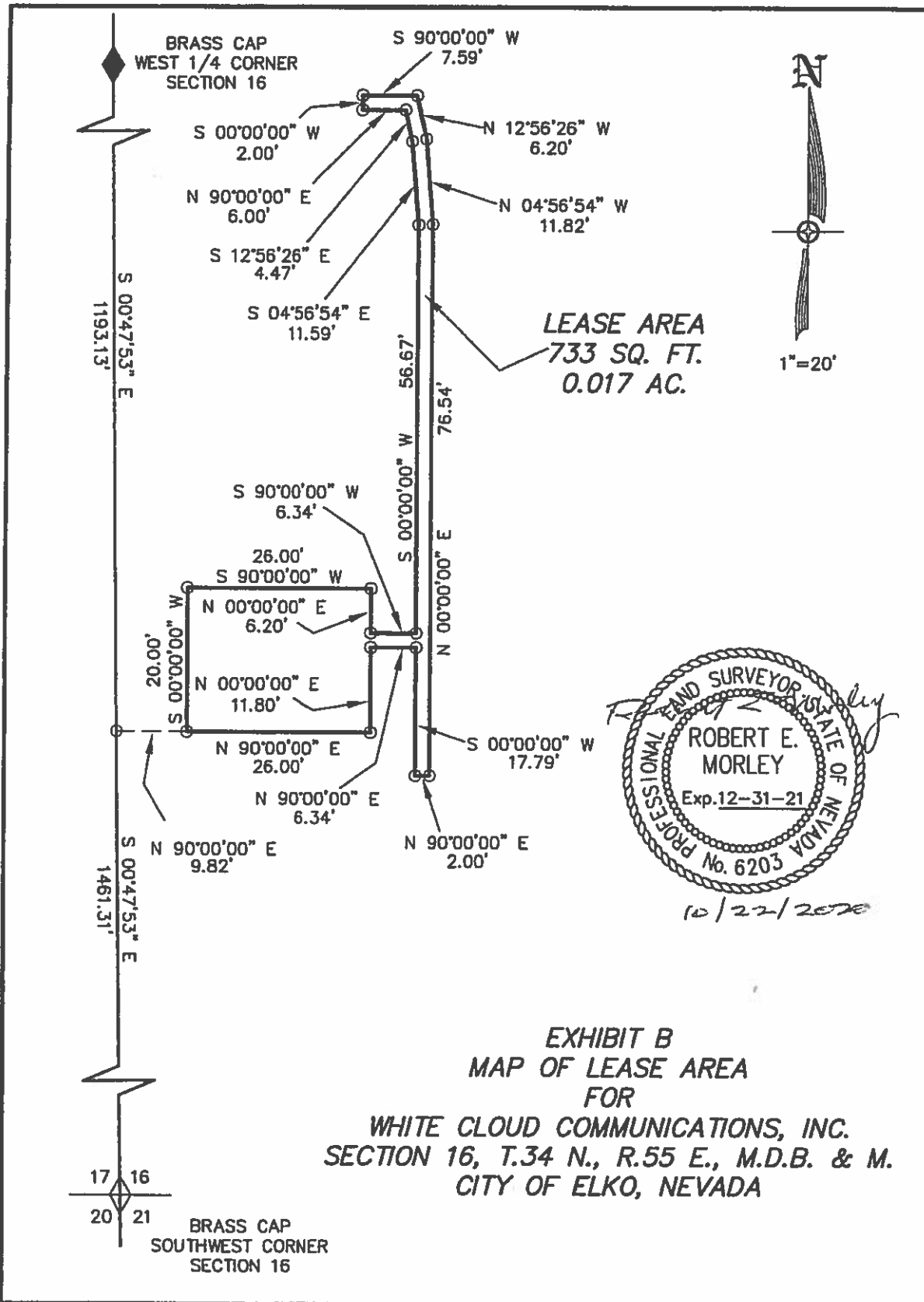
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Thence SOUTH, 20.00 feet to Corner No. 1, the point of beginning, containing 733
square feet, more or less.

Reference is hereby made to Exhibit B, Map of Lease Area for White Cloud
Communications, Inc., attached hereto and made a part hereof.



10/22/2020



**Elko City Council
Agenda Action Sheet**

1. Title: **Authorization to solicit proposals from qualified vendors to provide for the advertising within the airport terminal, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 9, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **The current Airport Advertising Concession Agreement with LAMAR Advertising is due to expire on April 1, 2021 that included one extension that was executed through mutual agreement. Staff is asking for authorization to advertise its intent for the advertising concessionaire agreement. JF**
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: **Request for qualifications**
9. Recommended Motion: **Move to authorize Staff to solicit qualifications/proposals from qualified vendors to provide for the advertising within the airport terminal.**
10. Prepared by: **Jim Foster, Airport Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Agenda Distribution:

**ELKO REGIONAL AIRPORT
SUBMITTAL REVIEW RANKING SHEET
AIRPORT ADVERTISING CONCESSION**

Firm Name: _____

Evaluator: _____

Date: _____

No.	CRITERIA DESCRIPTION	RATING (1-10)
1.	Qualifications and previous related work experience of key personnel	_____
2.	Depth of relevant technical experience of the consultant team with efforts of this type	_____
3.	Level of utilization of innovative approaches and solutions in the consultant team's past	_____
4.	Depth of interdisciplinary skills related to advertising programs in rural areas	_____
5.	Level of understanding of program goals, community issues, and local needs	_____
6.	Level of experience with airports of similar size, structure, complexity, and issues	_____
7.	Level of demonstrated ability to organize and lead effective, productive airport advertising projects	_____
8.	Ability to meet deadlines required to complete the plan and phasing of deliverables, on or under budget, and with the agreed upon schedules	_____
9.	Qualifications and resumes of key personnel assigned to the project	_____
10.	A statement of the firm's goals, objectives, and values	_____
11.	Professional references from past similar projects	_____
12.	Quality of submitted materials and qualifications package	_____
Total Points		_____

Comments:



**City of Elko
Elko Regional Airport
975 Terminal Way
Elko, NV 89801**

**CITY OF ELKO, NEVADA
REQUEST FOR QUALIFICATIONS FOR ADVERTISING AGREEMENT
FOR THE ELKO REGIONAL AIRPORT**

The Elko Regional Airport requests Statements of Qualifications from experienced airport advertising firms interested in assuming the advertising program at the Elko Regional Airport. Statement of Qualifications must be received no later than **3:00 p.m. PST on Friday, March 31, 2021**. Late submissions will not be considered. Request for Qualifications (RFQ) and documents are available from the City of Elko, Clerk's Office, 1751 College Ave, Elko, Nevada 89801 or may be obtained through the City of Elko's website.

Interested consultants may request a copy of the official **Request for Qualifications for Advertising Concession for Elko Regional Airport** from the Elko City Clerk's Office, 1751 College Avenue, Elko, NV 89801, (775) 777-7126 or www.elkocity.com. Questions and clarification of additional information are to be directed to Kelly Wooldridge, City Clerk, cityclerk@elkocitynv.gov,

Five (5) copies of the SOQ must be submitted by **3:00 pm (PST), Friday, March 31st, 2021**. **SOQ's shall be limited to no more than 20 pages, single-sided or double-sided**. Cover and back pages are not considered as pages, however any résumés or appendices will count towards the page limit. Proposals must be enclosed in a sealed envelope or package clearly marked "Advertising Concession – Elko Regional Airport" and mailed or delivered to the address listed below:

Elko City Clerk
Attn: RFQ Airport Advertising – Elko Regional Airport
1751 College Avenue
Elko, NV 89801

Kelly Wooldridge
Elko City Clerk



City of Elko
Elko Regional Airport
975 Terminal Way
Elko, NV 89801

**REQUEST FOR QUALIFICATIONS FOR
THE ADVERTISING CONCESSION FOR THE
ELKO REGIONAL AIRPORT**

The Elko Regional Airport requests Statements of Qualifications from experienced airport advertising firms interested in assuming the advertising program at the Elko Regional Airport. Statement of Qualifications must be received no later than 3:00 p.m. PST on Friday, March 31, 2021. Late submissions will not be considered.

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Elko City Clerk
1751 College Avenue, Elko, Nevada 89801

Questions regarding this RFQ should be submitted in writing by March 22nd, 2021 to:

Kelly Wooldridge
cityclerk@elkocitynv.gov

A supplemental response to all questions will be provided via e-mail by March 24th, 2021 to firms that register with the City Clerk: Kelly Wooldridge cityclerk@ci.elko.nv.us

Through this Request for Qualifications, the Airport seeks to determine the best qualified firm for the operation of the Airport's advertising concession. To be considered, proponents must meet certain minimum qualification requirements of the Airport, which requirements are specified in this Request for Qualifications. The Airport will evaluate the submitted information to determine which firm possesses the highest level of qualifications to operate a first class Airport advertising program.

The selected proponent will enter into good faith negotiations towards a concession agreement with the Airport. Failure by proponent to promptly enter into good faith negotiations may result in the Airport choosing another proponent for negotiations. Should the Airport and a proponent fail to execute a concession agreement after good faith negotiations, the Airport may select another proponent for negotiations. The Airport intends to offer a five (5) year contract with the ability to extend an additional five (5) years.

BACKGROUND

- Some basic facts about the Elko Regional Airport:
 - Owned and operated by the City of Elko, located 1 mile west of the city business district, and about 740 acres in size;
 - Has two runways, Runway 6-24 measuring 7,457 x 150 feet and runway 12-30 measuring 3012 x 50 feet; has over 50 based aircraft and over 30,000 annual takeoffs/landings.



**City of Elko
Elko Regional Airport
975 Terminal Way
Elko, NV 89801**

- Designated as a Commercial Service Airport, with service from Delta Airlines. Elko Regional Airport supports general aviation, corporate business aircraft, air carrier operations, and military operations.
- The passenger air terminal is 20,000 square feet.
- The Airport is used on a regular basis by local businesses, as well as various customers and suppliers who fly in to conduct business with companies in the Airport's market area.

Form

Proponents must include with their submissions the name, address, phone and fax numbers of the firm, as well as a brief history of the firm.

Minimum Requirements:

It is the intent of the Airport that its prospective advertising concessionaire possess' certain experience and qualifications to ensure a first class program. Therefore, each proponent firm must demonstrate in its Qualification Statement that it meets the following minimum requirements for this Airport advertising concession:

1. Firms must have engaged in the management and operation of advertising concessions for no fewer than three (3) airport entities for at least three (3) years, with such concessions generating annual gross advertising receipts of at least \$100,000. Each proponent firm must supply a list of these airport advertising concession contracts and must detail annualized advertising sales and traffic for each airport.
2. Firms must demonstrate financial responsibility and sufficient resources to finance, develop, and operate the advertising display concession. Firms must state that they have a working line of credit with an accredited banking institution of no less than \$50,000, and must provide at least one bank reference through which such a line of credit may be verified.
3. Firms must show evidence of a local, regional, and national sales organization capable of procuring a mix of advertising sales from local, regional and national advertisers; with a stronger emphasis on local advertising. The Airport requires that the majority of advertising displays be sold to local advertisers.
4. There is no DBE project goal established for this SOQ. At this time the Airport will meet the DBE goal on federally assisted projects through race neutral measures. The Airport supports the use of race neutral measures to facilitate participation by DBEs and other small businesses, and encourages non-DBE prime contractors to subcontract portions of their work that they might otherwise perform with their own forces.
5. Firms must have experience in constructing airport advertising displays and phone boards compliant with the Americans with Disabilities Act. This experience must be detailed in the Qualification Statement.



**City of Elko
Elko Regional Airport
975 Terminal Way
Elko, NV 89801**

Submission of Information and Selection Criteria:

Proponent firms must provide all information, in adequate detail, necessary to demonstrate how they best satisfy the selection criteria for establishing the most qualified firm. The following selection criteria shall be considered by the Airport in evaluating the qualifications of proponent firms:

1. Experience -- successfully providing airport advertising services in numerous other markets of similar passenger traffic size.
2. Financial Ability -- proven financial capability to operate and manage a high quality advertising program.
3. Marketing Strategy -- demonstrated ability to market and promote programs to obtain maximum patronage from local, regional and national advertisers.
4. Innovation and Concepts -- ability to design and implement advertising displays which make creative use of available locations and are aesthetically balanced with the airport decor.
5. Management Plan -- ability to effectively provide both local management to oversee operation of the concession on a day-to-day basis, and a national sales organization to place advertising displays from regional and national accounts.
6. Expected Gross Sales -- ability to maximize Airport financial return based on documented past performance at other airports of similar passenger traffic size.

**Elko City Council
Agenda Action Sheet**

1. Title: **Consideration of a request from the Elko Convention and Visitors Authority to initiate amendments to portions of Title 4, Chapter 6 of the Elko City Code, entitled "Transient Lodging Tax," and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 9, 2021**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **10 Minutes**
5. Background Information: **A representative from the Elko Convention and Visitors Authority (ECVA) will be making a short presentation outlining proposed amendments to portions of the Transient Lodging Tax Code. 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:
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 Resolution No. 13-21, a Resolution amending the 2021 Ruby View Golf Course Rate Structure, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 9, 2021**
3. Agenda Category: **RESOLUTION**
4. Time Required: **10 Minutes**
5. Background Information: **On February 23, 2021, the Elko City Council approved five (5) revisions to the existing rate structure to encourage play during the 2021 Golf Season, and directed Staff to bring back a Resolution for possible approval:**
 - 1) **Offer a \$5.00 discount on Greens Fees for Duncan Golf Pass Holders from other Nevada Golf Courses.**
 - 2) **Offer a \$5.00 discount on Greens Fees for the guests of Ruby View Golf Course Pass Holders.**
 - 3) **Include Friday as part of Ruby View Golf Course's "Weekend Rate."**
 - 4) **Add a \$5.00 surcharge per participant for Tournament Play, which will offset the cost of tournament coordination and provide each participant with a water bottle and bucket of range balls.**
 - 5) **Remove the "Conversion from 9 to 18 hole" option.**

A copy of Resolution No. 13-21 has been enclosed in the agenda packet for review. CC
6. Budget Information:

Appropriation Required:	N/A
Budget amount available:	N/A
Fund name:	N/A
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
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:

**CITY OF ELKO
RESOLUTION NO. 13-21**

**A Resolution Amending the 2021 Ruby View Golf Course Rate Structure
Pursuant to Elko City Code Title 8, Chapter 13, Section 3**

WHEREAS, the City of Elko owns and operates the Ruby View Golf Course; and,

WHEREAS, it has been determined by the Elko City Council that the operation and maintenance of the Ruby View Golf Course shall be paid by user fees where possible.

NOW THEREFORE BE IT RESOLVED AND ORDERED by the Elko City Council that the following rate structure shall be adopted at Ruby View Golf Course for the 2021 Season:

GREEN FEES - WEEKEND (Friday, Saturday, Sunday and Holidays)

9 Holes (Before 3:00 p.m.)	\$25.00
9 Holes (After 3:00 p.m.)	\$22.00
18 Holes	\$39.00
<i>*\$5.00 discount for current Duncan Golf Pass Holders or guests of current Ruby View Season Pass Holders.</i>	

GREEN FEES - WEEKDAY (Monday - Thursday)

9 Holes	\$22.00
9 Holes Senior (65+ years)	\$17.00
9 Holes Junior (through 18)	\$13.00
18 Holes	\$33.00
18 Holes Senior (65+ years)	\$23.00
18 Holes Junior (through 18)	\$23.00
Active Military	\$16.00
<i>*\$5.00 discount for current Duncan Golf Pass Holders or guests of current Ruby View Season Pass Holders.</i>	

<u>EMPLOYEE RESTRICTED PASS</u>	\$150.00
--	-----------------

SEASON PASSES

Single	\$725.00
Senior Single (65 + years)	\$600.00
Active Military	\$600.00
Young Adult (19-20 years)	\$275.00
Junior (through 18)	\$100.00

PUNCH CARD

12-9 Hole Rounds \$212.00
**Punch Cards valid March 1 - October 31*

GOLF CART RENTALS

9 Holes \$11.00/rider
18 Holes \$16.00/rider

EMPLOYEE RESTRICTED GOLF CART RENTAL

18 Holes \$8.00
9 Holes \$5.50

GOLF CART STORAGE OUTSIDE

Annual Rent - Electric \$205.00
Annual Rent - Gas \$180.00

GOLF CART STORAGE INSIDE

Annual Rent - Electric \$630.00
Annual Rent - Gas \$580.00

**A discount of \$300.00 (inside storage only) shall be provided for season pass holders (Limit of one season pass discount per space). Punch card purchases do not qualify as season passes for cart storage discount.*

TRAIL FEES

Annual Fee Paid by Golf Cart Owner \$210.00
Daily Trail Fee Paid by Daily User \$ 20.00
(This fee cannot be prorated)

PASSED AND ADOPTED this 9th day of March 2021.

CITY OF ELKO

By: _____

REECE KEENER, MAYOR

ATTEST:

KELLY WOOLDRIDGE, CITY CLERK

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

**Elko City Council
Agenda Action Sheet**

1. Title: Review, consideration and possible action to adopt Resolution No. 14-21, a resolution finding that the sale of City-owned property located at 1401 College Avenue (the old Police Station) to Elko County for the Great Basin Children's Advocacy Center is in the best interest of the City, approving the Agreement for Conveyance of Real Property for Use as a Children's Advocacy Center, and matters related thereto. **FOR POSSIBLE ACTION**
2. Meeting Date: **March 9, 2021**
3. Agenda Category: **RESOLUTIONS AND ORDINANCES**
4. Time Required: **10 Minutes**
5. Background Information: **The Great Basin Children's Advocacy Center, a Nevada nonprofit corporation, has been pursuing the creation of a facility to assist in child abuse cases known as the "Children's Advocacy Center." The City of Elko has decided to assist in this project by providing land to construct the facility. At the January 26, 2021 regular meeting, the City Council initiated the process of conveying City-owned property located at 1401 College Avenue (the old Police Station) to the Great Basin Children's Advocacy Center and/or Elko County. Staff subsequently worked with Tyler Ingram, the Elko County District Attorney, to develop the Agreement for Conveyance of Real Property for Use as a Children's Advocacy Center included in the agenda packet. Council should note that a portion of this parcel is used for storage by the VFW pursuant to a revocable license agreement with the City, which is fully assignable by the City. The VFW has been notified of the proposed sale to Elko County and does not oppose this transaction.**
6. Budget Information:
 Appropriation Required: **NA**
 Budget amount available: **NA**
 Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Proposed Agreement for Conveyance of Real Property for Use as a Children's Advocacy Center**
9. Recommended Motion: **Approve Resolution No. 14-21**
10. Prepared By: **Curtis Calder, City Manager**
11. Committee/Other Agency Review: **City Attorney**
12. Council Action:
13. Agenda Distribution: **Tyler Ingram**
 tingram@elkocountynv.net

**CITY OF ELKO
RESOLUTION NO. 14-21**

**A RESOLUTION FINDING THAT THE SALE OF PROPERTY TO ELKO COUNTY
FOR USE AS A CHILDREN'S ADVOCACY CENTER IS IN THE BEST INTEREST OF
THE CITY, APPROVING THE PROPOSED AGREEMENT FOR CONVEYANCE AND
DIRECTING STAFF TO PERFORM ALL ACTS NEEDED TO CLOSE THE SALE**

Upon introduction and motion by _____ and seconded by _____, the following Resolution and Order was passed and adopted:

WHEREAS, pursuant to NRS 268.061(e)(2), the City Council may sell any real property owned by the City to another governmental entity without complying with the provisions of NRS 268.059, 268.061 and 268.062 if the sale restricts the use of the real property to a public use and the City Council adopts a resolution finding that the sale will be in the best interest of the City;

WHEREAS, the Great Basin Children's Advocacy Center, a Nevada nonprofit corporation, has been pursuing the creation of a facility to assist in child abuse cases known as the "Children's Advocacy Center;"

WHEREAS, the Great Basin Children's Advocacy Center will provide centralized services to victims of child abuse from throughout the region;

WHEREAS, the City of Elko will assist in this project by providing the land needed to construct the Great Basin Children's Advocacy Center;

WHEREAS, on January 26, 2021, the City Council initiated the process of conveying City-owned property located at 1401 College Avenue (the old Police Station, referred to herein as the "Property") to the Great Basin Children's Advocacy Center and/or Elko County;

WHEREAS, City Staff subsequently worked with Tyler Ingram, the Elko County District Attorney, to develop an Agreement for Conveyance of Real Property for Use as a Children's Advocacy Center ("Agreement");

WHEREAS, the Agreement contains an automatic revision provision, stating that in the event Elko County fails to complete construction of and thereafter obtain a final certificate of occupancy within twenty-four (24) months after closing for a new building to be located on the Property and used as the Great Basin Children's Advocacy Center, the Property and all improvements thereon will automatically revert to the City and City will be held harmless from and against any damages, expenses or costs incurred or suffered by County in relation to the Property;

WHEREAS, the automatic reversion provision in the Agreement further provides that in the event the Property is primarily used for any purpose other than the Great Basin Children's Advocacy Center for a period in excess of one (1) year, or should the Property cease to be used as the Great Basin Children's Advocacy Center for more than one (1) year, the Property and all

improvements will automatically revert to the City and City shall be held harmless from and against any damages, expenses or costs incurred or suffered by Elko County in relation to the Property;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE ELKO CITY COUNCIL that it is in the best interest of the City of Elko to sell the Property to the County of Elko for the purposes of constructing and operating the Great Basin Child Advocacy Center in accordance with the terms and conditions set forth in the Agreement;

IT IS FURTHER RESOLVED, that the use of the Property for the Great Basin Children's Advocacy Center is a public use;

IT IS FURTHER RESOLVED, that the Agreement is hereby approved and it shall be signed by the Mayor and attested to by the City Clerk;

IT IS FURTHER RESOLVED, that any material changes to the Agreement after the date of this Resolution shall be presented to the City Council for approval;

IT IS FURTHER RESOLVED, that Staff is directed to perform all actions needed to complete this transaction and close the sale in accordance with the Agreement.

PASSED AND ADOPTED this 9th day of March 2021.

CITY OF ELKO

By: _____
REECE KEENER, MAYOR

ATTEST:

KELLY WOOLDRIDGE, CITY CLERK

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

**Elko City Council
Agenda Action Sheet**

1. Title: **Review, consideration, and public hearing for Notice of Proposed Lease of Real Property for City owned land of less than 25,000 square feet, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **March 9, 2021**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **Plaza Forty, LLC previously held a License Agreement to use City of Elko property located at Well Site #12, adjacent to 1900 Idaho Street, for parking. The agreement expired November 12, 2018, but Plaza Forty, LLC has continued paying the monthly lease. Plaza Forty, LLC desires to continue utilizing the City property for parking. NRS 268.064 provides that the governing body may lease the property without an appraisal or public offering if the property is less than 25,000 square feet and a Resolution has been adopted finding that the proposed lease is in the best interest of the City. On February 11, 2021, the City Council adopted Resolution 07-21 making this required finding. 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: **New Lease Agreement, Public Hearing Notice, Resolution, Application, Previous License Agreement**
9. Recommended Motion: **Approve the Lease Agreement to lease City owned land located adjacent to 1900 Idaho Street to Plaza Forty, LLC to expire on March 9, 2024.**
10. Prepared by: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **City Attorney**
12. Council Action:
13. Agenda Distribution: **Plaza Forty, LLC
Attn: Gerald Ross
P.O. Box 2178
Newport Beach, CA 92659
plazafortyllc@gmail.com**

CITY OF ELKO LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 9th day of March, 2021, 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 "Lessor," and Plaza Forty, LLC, a California corporation, hereinafter referred to as "Lessee".

WITNESSETH

For and in consideration of the mutual covenants contained herein, and subject to ratification and approval of the City of Elko through its City Council, Lessor does hereby rent, demise, let, and lease unto Lessee the property described in Section 1.01 upon the terms and conditions hereinafter set forth:

ARTICLE 1. DESCRIPTION OF REAL PROPERTY

Section 1.01. Description: Lessor leases to Lessee that certain real property located in the City of Elko, State of Nevada, more particularly shown or described on the map and legal description attached hereto as Exhibit "A", specifically defined as 10,471 square feet minus the square footage of Well 12, being 700 square feet, resulting in a total lease area of 9,771.87 square feet, Parcel 001-590-008 within the City of Elko. The foregoing in herein referred to as the "Property" or the "Leased Premises." All property leased to Lessee under this Lease shall be maintained by Lessee. In addition, any access points on the Property shall be maintained by Lessee.

Section 1.02. Term:

- a. The initial term of this Lease shall commence on the date this agreement is executed by the Mayor and shall continue for a period of three years (the "Initial Term").
- b. At the expiration of the Initial Term, Lessee shall have the option to extend the lease for an additional two-year period. To exercise said option Lessee must notify Lessor in writing of its election to exercise this option not sooner than 120 days before the expiration of the Initial Term nor later than 60 days prior to the expiration of the Initial Term. In the event of such extension, the terms and conditions of this lease shall apply.

Section 1.03. Delivery of Possession:

- a. Lessor shall put Lessee into physical possession of the Leased Premises upon the Mayor's execution of this lease.
- b. Lessor makes no representations concerning any use of the Leased Premises during Lessor's ownership of the Leased Premises regarding whether Hazardous Substances were deposited, stored, disposed of, or placed upon, about, or under the Leased Premises.

Section 1.04. Improvements: Lessee shall not construct any improvements upon the leased premises without the prior written approval of Lessor. In the event any improvements are authorized or Lessee undertakes any maintenance of the Leased premises, such work shall meet all of Lessor's applicable standards.

ARTICLE II.

RENT

Section 2.01. Amount: Lessee shall pay rent for the Leased Premises as follows:

- a. Monthly rent shall be calculated based at 29 cents per square foot of the leased premises per year. The square footage of the premises is 9,771.87 square feet.
- b. Monthly rent of \$236.15 shall be due and payable on the first day of each month in advance during the lease from Lessee to Lessor. In the event the Lease begins or terminates resulting in less than one month of occupancy, Lessee shall pay a pro rata portion of a month's rent, which sum shall be due and payable at the beginning of such month or within 5 days of the execution of this Lease or any extension thereof.

- c. Until further notice by Lessor to Lessee, rent checks shall be payable to and mailed to:

City of Elko
c/o City Clerk's Office
1751 College Ave.
Elko, NV 89801

Section 2.02. Additional Assessments and Charges: In addition to the rent payable under this section, Lessee shall pay and discharge promptly as the same become due and before delinquency all taxes and assessments, whether general or special, of every kind which may be levied or assessed or become a lien on or against the leasehold of Lessee.

ARTICLE III.

USE OF PROPERTY

Section 3.01. Use: The Property may be used by Lessee for parking and/or ingress egress purposes only. Lessee agrees to restrict the use of the Property to such uses unless obtaining prior written consent of Lessor to use the Property in any other manner.

ARTICLE IV.

CONSTRUCTION IMPROVEMENTS

Section 4.01. Compliance with Laws: All construction, work, improvements, and alterations thereto to the Property by Lessee or its agents, shall be done in good and workmanlike manner and in full compliance with all applicable local, state, and federal laws, regulations, and codes applicable to the use to which the Property will be put by Lessee. All such work shall be done in a good and workmanlike manner, free and clear of liens for labor and materials furnished Lessee.

ARTICLE V.
REPAIRS AND DESTRUCTION OF PROPERTY

Section 5.01. Maintenance of Improvements: Lessee shall, throughout the term of this Lease, at their own cost, and without any expense to Lessor, keep and maintain the Property, including all improvements of every kind which may be a part thereof, and all appurtenances thereto, in good, sanitary, and neat order, condition, and repair, and except as specifically provided herein, restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty, or any other cause whatsoever.

ARTICLE VI.
COMPLIANCE WITH LAWS/WASTE

Section 6.01. Applicable Laws: During the term of this Lease, Lessee shall comply with all city, county, state, federal, and other applicable laws affecting Property.

Section 6.02. Waste, Nuisance, or Unlawful Activities: Lessee shall not commit, or allow to be committed, any waste on the Property, create or allow a nuisance to exist on the Property or use or allow the Property to be used for any unlawful purpose.

Section 6.03. Limited Environmental Indemnity: If it is determined by a governmental agency with jurisdiction that as a result of Lessee's activities in operating the Property that there is a violation of any Environmental Law and such governmental agency requires a cleanup or remediation program on the Property, Lessee will indemnify Lessor from expenses resulting from that cleanup or remediation program.

ARTICLE VII.
UTILITIES

Section 7.01. Payment by Lessee: With regard to the Property, Lessee shall pay for all associated utilities, if any.

ARTICLE VIII.
SIGNS, LESSEE'S FIXTURES

Section 8.01. Signs: Lessee shall not install and operate interior and exterior electric and other signs and advertising matter, machinery, and other mechanical equipment on the Property.

Section 8.02. Fixtures: Lessee shall at all times have the right to remove all fixtures, machinery, equipment, appurtenances, and other property furnished or installed by Lessee at Lessee's expense provided the Property is returned to the original state.

ARTICLE IX.

ALTERATIONS

Section 9.01. Alterations by Lessee: Except as provided herein, at any time and from time to time, Lessee, at Lessee's cost and expense and in compliance with applicable law, may reconfigure or otherwise modify the site improvements as Lessee deems necessary or appropriate.

Section 9.02. Alterations by Lessor: Lessor covenants and agrees that during the continuance of this Lease, Lessor shall not, without Lessee's express written consent, make any alterations or additions to the Leased Premises.

ARTICLE X.

LIENS

Section 10.01. Prohibition against Liens: Lessee shall keep the Property free and clear from all mechanics' and materialmen's liens and other liens and encumbrances.

ARTICLE XI.

INDEMNIFICATION OF LESSOR

Section 11.01. Indemnification: Lessor shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Lessor by any person whomsoever may at any time be using or occupying or visiting the Property or be in, on, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall indemnify Lessor against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damages. Lessee hereby waive all claims against Lessor for damages to improvements that shall be hereafter placed or built on the Property and to the property of Lessee in, on, or about the Property, and for injuries to persons or property in or about the Property from any cause arising at any time during the term hereof. The two preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence or intentional misconduct of Lessor, its agents, or employees.

Section 11.02. Insurance Liability: Lessee shall procure and maintain in force during the term of this Lease and any extension thereof, at Lessee's expense, public liability insurance adequate to protect Lessee and Lessor against liability for damage claims though public use or arising out of accidents occurring in or around the Property in a minimum amount of \$1,000,000 for each person injured; \$2,000,000 for any one accident; and \$500,000 for property damage. Lessee agrees to obtain a written obligation from insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies. Lessee agrees that if such insurance policies are not kept in force during the entire term of this Lease or any extension thereof, Lessor may procure the necessary insurance and pay the premium thereof, and that such premium shall be repaid to Lessor as an additional rent installment. The proceeds from Lessee's casualty insurance hereunder shall be paid and applied only as determined by Lessee.

ARTICLE XII.
ASSIGNMENT AND SUB-LETTING

Section 12.01. Lessee shall not assign or sublet all or any portion of this lease without the prior written approval of the Lessor.

ARTICLE XIII.
CASUALTY

Section 13.01. Repair and Restoration: If the Property shall be damaged or destroyed by fire or other casualty, then Lessee at its option and sole cost and expense may repair and restore the same to such condition as Lessee deems necessary or desirable (with such changes as Lessee deems appropriate), and in the event of such restoration, the fixed rent and all other charges shall abate proportionately according to the extent of such damage or destruction; such abatement shall include a period reasonably necessary for Lessee to perform and complete such restoration. Lessee's repair and restoration (if any) shall be subject to then applicable legal requirements. If Lessee elects not to repair and restore the Leased Premises as herein provided, Lessee shall remove the damaged portions of the site improvements. If Lessee elects not to rebuild and restore the Leased Premises as herein provided, and such casualty has resulted in damage or destruction to fifty percent (50%) or more of the Property, then Lessee may cancel this Lease.

ARTICLE XIV.
INGRESS AND EGRESS

Section 14.01. Access by Lessor: Lessor further reserves the right to itself and its assigns to enter upon the Property for the purpose of constructing, maintaining, and repairing any right-of-ways and easements which may be placed or constructed or any utilities which exist or may be constructed in the future.

ARTICLE XV.
DEFAULT

Section 15.01. Late Rent or Breach of Contract by Lessee: If any fixed rent is due and remains unpaid for ten (10) days after the date it is due, or if Lessee breaches any of the other covenants of this Lease and if such other breach continues for thirty (30) days after receipt of notice from Lessor, Lessor shall then have all legal rights and remedies available at law or equity and such default shall constitute grounds for termination of this lease, in the sole discretion of the Lessor.

Section 15.02. Failure to Perform by Lessor: If Lessor shall fail to perform any act or acts required of Lessor by this Lease and if such failure continues for ninety (90) days after receipt of notice from Lessee, Lessee shall then have the right to terminate this lease and exercise all of its rights and remedies at law or equity. If Lessor shall in good faith within said ninety (90) days commence to correct such breach, and diligently proceed therewith to completion, then Lessor shall not be considered in default.

Section 15.03. No delay on the part of either party in enforcing any of the provisions of this Lease shall be considered as a waiver thereof. Any consent or approval granted by either party under this Lease must be in writing and shall not be deemed to waive or render unnecessary the obtaining of consent or approval with respect to any subsequent act or omission for which consent is required or sought.

ARTICLE XVI.

TITLE AND POSSESSION

Section 16.01. Lessor represents that Lessor has fee simple title to the Leased Premises and the right to make this Lease.

Section 16.02. Lessee may record a Memorandum of Lease concerning this agreement.

ARTICLE XVII.

CONDITION OF THE PROPERTY ON TERMINATION

Section 17.01. Lessee Obligations: On termination or cancellation of this Lease for any cause, or upon the natural expiration of this Lease, Lessee, at their sole expense, must remove any personal property stored on the Property and restore the Property to its original state. If all personal property is not removed by said date, Lessee agrees to pay the City of Elko liquidated damages in the amount of \$100 per day for each day any of the personal property is not removed from the Property. HOWEVER, Lessor shall have the option of waiving this requirement, in writing, as to any and all improvements Lessor desires to remain in place.

ARTICLE XVIII.

MISCELLANEOUS PROVISIONS

Section 18.01. Waiver: The waiver by Lessor of its right to declare a forfeiture or pursue any other remedy pursuant to this Lease upon any default on the part of Lessee shall not violate any provision therefore herein contained, nor constitute a waiver of such right in connection with any future default, or any other obligation of Lessee herein contained to be done and performed.

Section 18.02. Inspection: Lessor, by its officers, employees, or other authorized agents, shall have the right to enter upon the Property at any and all reasonable time during the term hereof for the purpose of informing itself as to the compliance by Lessee of the terms, covenants, and conditions of this Lease to be kept upon its part.

Section 18.03. Notice: Whenever in this Lease it shall be required or permitted that notice be given by either party to this Lease or to the other, such notice must be in writing and must be given personally or forwarded by certified mail addressed as follows:

Lessor: City of Elko
 Attn: City Manager
 1751 College Avenue
 Elko, NV 89801

Lessee: Plaza Forty, LLC
P.O. Box 2178
Newport Beach, CA 92659

Such addresses may be changed from time to time by notice given hereunder.

Section 18.04. Binding Effect: This Lease shall be binding upon, and insure to the benefit of, and shall apply to the respective heirs, personal representatives, successors, and assigns of Lessor and Lessee and all references in this Lease to Lessor and Lessee shall be deemed to refer to and include successors and assigns of Lessor and Lessee without specific mention of successors or assigns.

Section 18.05. Time of Essence: Time is of the essence of this Lease and all of its provisions.

Section 18.06. Attorney Fees: In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses, together with cost of suit.

Section 18.07. Captions: The captions contained herein are inserted only for convenience of reference are in no way to be construed as part of the agreement or as a limitation on the scope of the particular paragraph to which they refer.

Section 18.08. Quiet Enjoyment: Lessee shall have the quiet and peaceable possession of the Property during the term hereof.

Section 18.09. Governing Law and Jurisdiction: The validity, construction, and enforceability of this Lease shall be governed in all respects by the law of Nevada applicable to agreements negotiated, executed, and performed in Nevada by Nevada residents, whether one or more of the parties shall now be or hereafter become a resident of another state. Jurisdiction for any action regarding this Lease shall be the applicable state court in Elko County, Nevada.

Section 18.10. Entire Agreement; Modification; Waiver: This Lease constitutes the entire agreement between Lessor and Lessee pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendmet of this Lease shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Lease shall be deemed or shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the parties making the waiver.

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

LESSOR:

LESSEE:

THE CITY OF ELKO

PLAZA FORTY, LLC

By: _____
REECE KEENER, Mayor

By: _____

ATTEST:

KELLY C. WOODRIDGE, City Clerk

EXHIBIT A

LEGAL DESCRIPTION AND MAP



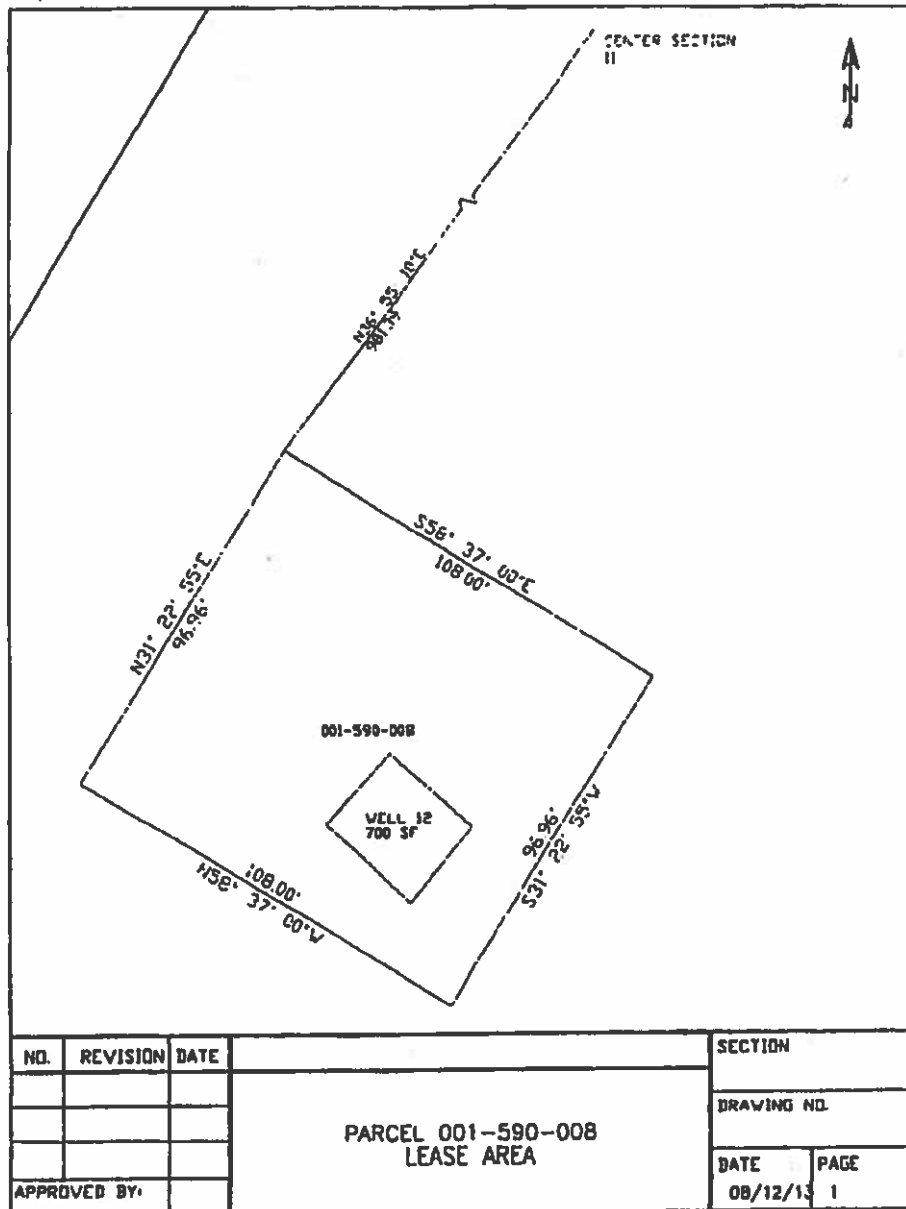
**CITY OF ELKO
ENGINEERING DEPARTMENT
1755 COLLEGE AVENUE
ELKO, NEVADA 89801
(775)777-7210
(775)777-7219 FAX**

The following legal description shall be used for a lease agreement for parcel 001-590-008.

A Parcel located in the NE1/4 SW ¼ of Section 11, Township 34 North, Range 55 East of the MDB&M Elko County, Nevada being City Well site number 12 and described as follows:
Beginning at the center of said Section 11, Township 34 North, Range 55 East, a point which is located 981.39' at a bearing of N36° 55' 18" E from the true point of beginning, corner 1. From the point of beginning thence S58° 37' 00"E a distance of 108.00' to corner 2; Thence S31° 22' 55" W a distance of 96.96' to corner 3; Thence N58° 37' 00"W a distance of 108.00' to corner 4; Thence N31° 22' 55"E a distance of 96.96' to the point of beginning containing 10,471.87 SF.

The total lease area shall be 10,471.87 SF less the square footage of Well 12, being 700 SF, for a total lease area of 9,771.87 SF

U:\CLERK\Well 12 Lease Description.docx
Created by Jeremy Draper



NOTICE OF PROPOSED LEASE OF REAL PROPERTY
(NRS 268.064)

NOTICE IS HEREBY GIVEN, that, pursuant to NRS 268.064(2)(a), the City of Elko, Nevada, a municipal corporation and political subdivision of the State of Nevada, proposes to lease to Plaza Forty, LLC, a Nevada Domestic Limited-Liability Company, the following described real property, said property consisting of less than 25,000 square feet:

A parcel located in the NE ¼ SW ¼ of Section 11, Township 34 North, Range 55 East, of the MDB&M Elko County, Nevada, being City Well site number 12 and described as follows:

Beginning at the center of said Section 11, Township 34 North, Range 55 East, a point which is located 981.39' at a bearing of N 36° 55' 18" E from the true point of beginning, corner 1. From the point of beginning thence S 58° 37' 00" E a distance of 108.00" to corner 2; Thence S 31° 22' 55" W a distance of 96.96' to corner 3; Thence N 58° 37' 00" W a distance of 108.00 to corner 4; Thence N 31° 22' 55" E a distance of 96.96' to the point of beginning containing 10,471.87 SF.

The total lease area shall be 10,471.84SF less the square footage of Well 12, being 700 SF, for a total lease area of 9,771.87 SF.

The City Council has adopted a resolution stating that it is in the best interest of the City to lease the property without offering the property to the public and for less than the fair market value of the property. A public hearing will be held on the aforementioned proposed lease of real property on **March 9, 2021 at 5:30 p.m. at Elko City Hall, 1751 College Avenue, Elko, NV 89801 and via GoToMeeting.com: <https://global.gotomeeting.com/join/555227533>**

DATED this 23rd day of February, 2021

CITY OF ELKO

By: 
Kelly Woodridge, City Clerk

Publish: Elko Daily Free Press
February 26, 2021

Upon introduction and motion by Councilman Bill Hance and seconded by Councilman Clair Morris the following Resolution and Order was passed and adopted:

**CITY OF ELKO
RESOLUTION NO. 7-21**

**A RESOLUTION OF THE ELKO CITY COUNCIL
APPROVING THE LEASE OF REAL PROPERTY
LESS THAN 25,000 SQUARE FEET**

WHEREAS, Nevada Revised Statute 268.064 provides that, subject to meeting publication requirements and conducting a public hearing, the governing body of a city may offer any city-owned building or any portion thereof or any other real property for lease without complying with the provisions of NRS 268.059, 268.061, and 268.062 if: (a) the area of the building space or other real property is less than 25,000 square feet; and (b) the governing body adopts a resolution stating that it is in the best interest of the city to lease the property: (1) without offering the property to the public; and (2) for less than the fair market value of the building space or other real property, if applicable.

WHEREAS, pursuant to Nevada Revised Statute 268.064, a lease of a city-owned building or any portion thereof or any other real property may be made on such terms and conditions as the governing body of the city deems proper; provided, the duration of such a lease must not exceed 3 years and may include an extension for not more than an additional 2 years.

WHEREAS, the Elko City Council has received and reviewed the Application for Sale or Lease of City Owned Land submitted by Plaza Forty, LLC for the lease of the following-described real property:

A Parcel located in the NE ¼ SW ¼ of Section 11, Township 34 North, Range 55 East of the MDB&M Elko County, Nevada being City Well site number 12 and described as follows: Beginning at the center of said Section 11, Township 34 North, Range 55 East, a point which is located 981.39' at a bearing of N36°55'18" E from the true point of beginning, corner 1. From the point of beginning thence S 58°37'00" E a distance of 108.00' to corner 2; Thence S31°22'55" W a distance of 96.96' to corner 3; Thence N58°37'00" W a distance of 108.00' to corner 4; Thence N31°22'55" E a distance of 96.96' to the point of beginning containing 10,471.87 SF.

The total lease area shall be 10,471.87 SF, less the square footage of Well 12, being 700 SF, for a total lease area of 9,771.87 SF.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE ELKO CITY COUNCIL that, in accordance with NRS 268.064(2)(a), the City Clerk is hereby directed to have published at least once, in a newspaper qualified under Chapter 238 of NRS that is published in Elko County, a notice setting forth a description of the Property to be leased; and

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

PASSED AND ADOPTED this 11th day of February, 2021.

CITY OF ELKO

By: 
Reece Keener (Feb 12, 2021 15:27 PST)

REECE KEENER, MAYOR

ATTEST:


Kelly Wooldridge (Feb 17, 2021 11:17 PST)

KELLY WOOLDRIDGE, CITY CLERK

VOTE:

AYES: Mayor Reece Keener; Councilman Chip Stone; Councilman Bill Hance; and, Councilman Clair Morris

NAYS: None

ABSENT: Councilwoman Mandy Simons

ABSTAIN: None



CITY OF ELKO PLANNING DEPARTMENT

1751 College Avenue • Elko • Nevada • 89801 • (775)

777-7160 • (775) 777-7219 fax

APPLICATION FOR SALE OR LEASE OF CITY OWNED LAND

APPLICANT(S): **Plaza Forty, LLC**
ADDRESS: **PO Box 2178, Newport Beach, CA 92659**
PHONE NO (Home): **(949) 723-4637** (Business): **(949) 723-4637** (Fax): **(949) 574-2994**

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

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

Subject Property: APN 001-590-008 (City's Water Pump Station & 21 parking spaces), 1924 Idaho Street, Elko, NV 89801

Applicant's Neighboring Property: APN 001-590-017; Parcel #1 of Parcel Map for City of Elko, as filed in the Elko County, NV Recorder's office on 10/14/1986, Doc. 220695

(Attach a small site plan)

FILING REQUIREMENTS:

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

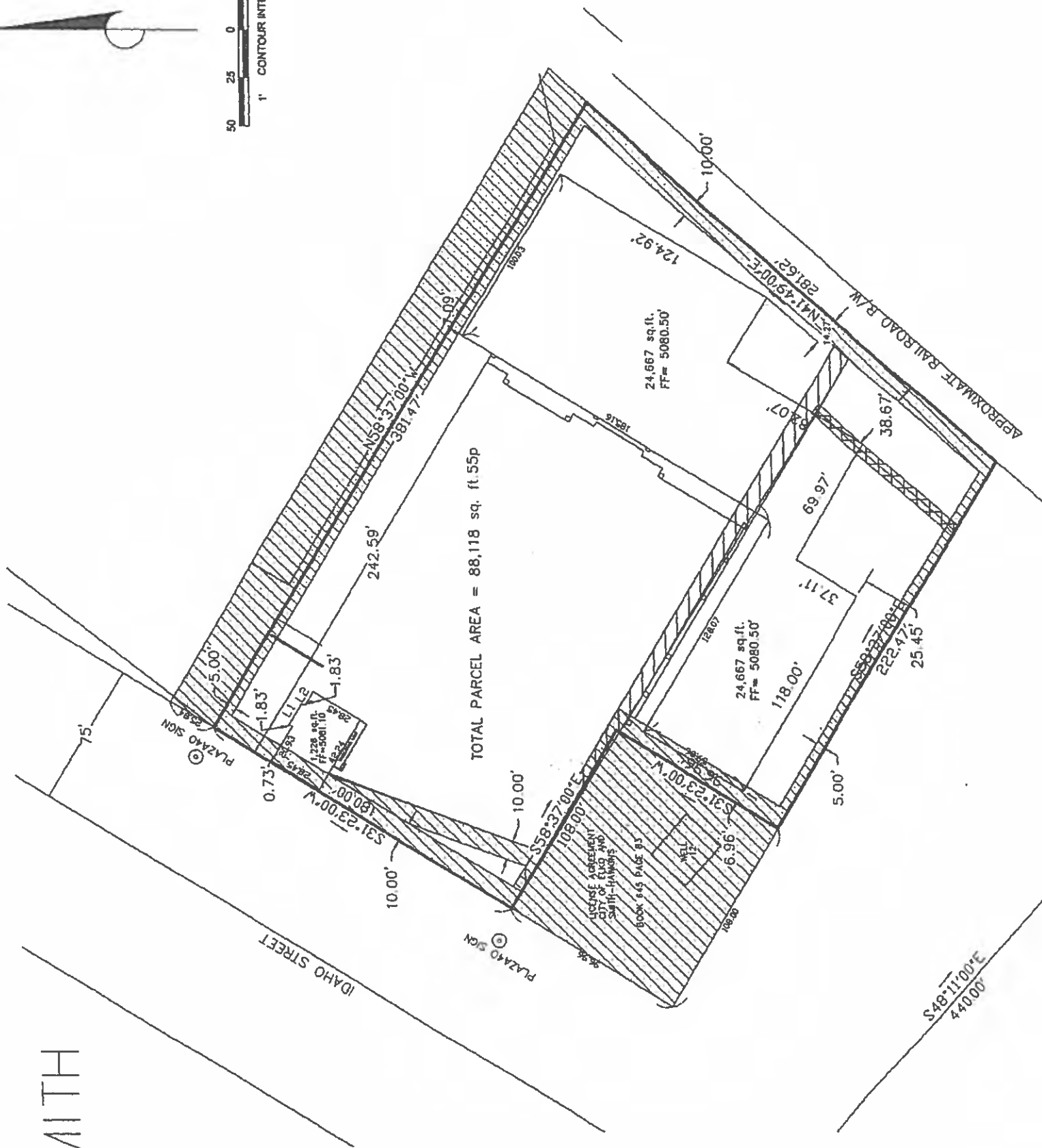
APPLICANT'S SIGNATURE:

APPLICANT'S PRINTED NAME:

Gerald Ross, Managing Member

OFFICE USE ONLY

File No.: _____ Date Filed: _____ Deposit Paid: _____



001-590

CITY OF ELKO

SEC. 13; T34N; R55E



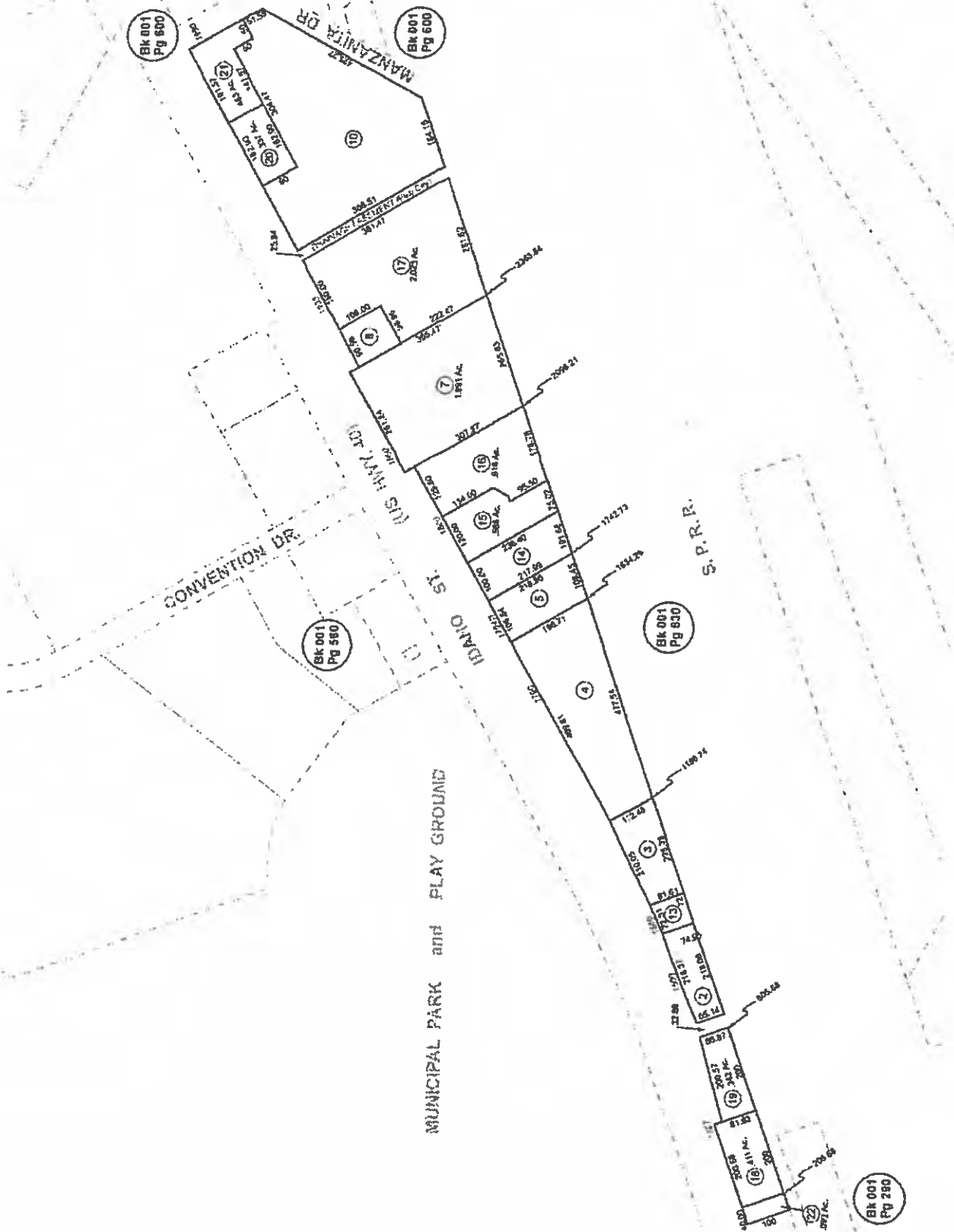
Legend



Reference Documents:
Parcel Map 672007, 220605
Doc # 691683, 611249
Deeds 672070

For assessment only, does not
represent a survey, is hereby
for accuracy is assured. Other
uses forbidden unless approved by
Elko County Assessor

Last Revised: 04/2009 JLS





CITY OF ELKO

Office of the City Clerk

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

1751 College Avenue • Elko, Nevada 89801 • (775) 777-7126 • Fax (775) 777-7129

September 1, 2016

Plaza Forty, LLC
P.O. Box 2178
Newport Beach, CA 92659


SUBJECT: Plaza Forty, LLC

Dear Ed Murphy,

The City of Elko received your request to extend the Lease Agreement between the City of Elko and Plaza Forty, LLC. The new expiration date for the lease is November 12, 2018.

Please feel free to contact me regarding any questions. I can be reached at (775) 777-7126.

Sincerely,


Shanell Owen, MMC
City Clerk/Treasurer

Shanell Owen

From: Ed Murphy <edmurphy1@gmail.com>
Sent: Tuesday, August 30, 2016 1:47 PM
To: Shanell Owen
Subject: Lease Option

City of Elko Nevada

Dear Sir/Madam,

Re; Land Lease on parcel #001-590-008.

According to the Lease dated November 12, 2013, which is due to expire on November 12, 2016. Plaza Forty, LLC, the Lessee, has the Option of extending the Lease for an additional two(2) years. Please consider this email to be notification of our acceptance of the two year extension.

Any questions please call 949-574-2990.

Regards,

Ed Murphy,

Managing Member

Plaza Forty, LLC

Diann Byington

From: Diann Byington
Sent: Monday, September 14, 2015 2:43 PM
To: 'assessor@elkocountynv.net'
Subject: Parcel 001-590-008
Attachments: Plaza Forty - assignment for Hawkins-Smith.pdf

Attached is a Consent to Assignment of a Lease Agreement. Plaza Forty, LLC has bought Hawkins-Smith and as a result, Plaza Forty will be responsible for taxes on the parcel number indicated above. I show the address for Plaza Forty, LLC to be: P.O. Box 2178, Newport Beach, CA 92659.

If you have any questions regarding the foregoing do not hesitate to contact me.

Thank you,

Diann Byington

Recording Secretary
City of Elko
775-777-7127

**CONSENT TO ASSIGNMENT AND ASSUMPTION
OF LEASE AGREEMENT**

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (hereinafter the "Consent"), is given this 11th day of August, 2015 by the CITY OF ELKO, a municipal corporation and political subdivision of the State of Nevada, duly organized and existing under the laws of the State of Nevada, hereinafter called the "City," HAWKINS-SMITH, hereinafter called "Assignor," and PLAZA FORTY, LLC, a Nevada Corporation, hereinafter called "Assignee."

R E C I T A L S

WHEREAS, Assignor entered into a Lease Agreement with the City dated November 12, 2013 for a three (3) year term; and

WHEREAS, the Lease Agreement is for 9,771.87 sq. ft., Parcel 001-590-008 within the City of Elko; and

WHEREAS, the term of the Lease has not yet expired; and

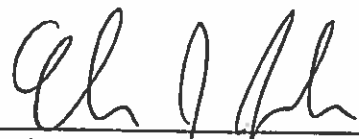
WHEREAS, the Lease Agreement may be assigned and assumed subject to the prior written consent of the City; and

WHEREAS, the City agrees that the Lease Agreement may be assigned to and assumed by Assignee.

NOW, THEREFORE, the City hereby grants its Consent to the assignment of the Lease Agreement to Assignee, conditional upon its assumption of all duties and obligations thereunder. The Assignment and Assumption of Lease Agreement between Assignor and Assignee is subjoined hereto.

DATED this 11th day of August, 2015.

CITY OF ELKO

By: 
CHRIS J. JOHNSON, MAYOR

ATTEST:

Shanell Owen
SHANELL OWEN, CITY CLERK

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

Assignor hereby assigns to Assignee, and Assignee hereby assumes from Assignor, all rights, duties and obligations arising under the Lease Agreement.

ASSIGNOR:

HAWKINS-SMITH

Date: _____

ASSIGNEE:

PLAZA FORTY, LLC

Date: _____


ATTEST:

SHANELL OWEN, CITY CLERK

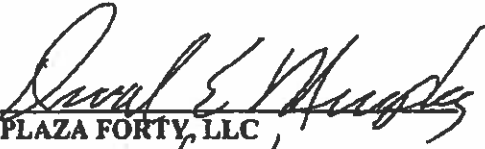
ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

Assignor hereby assigns to Assignee, and Assignee hereby assumes from Assignor, all rights, duties and obligations arising under the Lease Agreement.

ASSIGNOR:


HAWKINS-SMITH
Date: 8/18/2015

ASSIGNEE:


PLAZA FORTY, LLC
Date: 8/21/15



July 23, 2015

Elko City Clerk
Attn: Shanell
1751 College Avenue
Elko, NV 89801

RE: Plaza 40 Lease
1910 Idaho Street

Dear Ms. Owen,

Hawkins Smith an Idaho General Partnership is in the process of selling the property at 1910 Idaho Street in Elko NV. We are looking to assign the Lease between Hawkins Smith and The City Of Elko. The new owner will be Plaza Forty LLC, a Nevada Corporation, and the closing is scheduled for August 12, 2015.

Please let us know if you have any questions and what we need to do to Assign this Lease. Thank you for your time.

Sincerely,

A handwritten signature in cursive script that reads "Victoria Johnson".

Victoria Johnson, CPM®
Property Manager

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 12th day of November, 2013, 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 "Lessor," and Hawkins-Smith, an Idaho general partnership, hereinafter referred to as "Lessee".

WITNESSETH

For and in consideration of the mutual covenants contained herein, and subject to ratification and approval of the City of Elko through its City Council, Lessor does hereby rent, demise, let and lease unto Lessee the property described in Section 1.01 upon the terms and conditions hereinafter set forth:

ARTICLE I. **DESCRIPTION OF REAL PROPERTY**

Section 1.01. Description: Lessor leases to Lessee that certain real property located in the City of Elko, State of Nevada, more particularly shown or described on the map and legal description attached hereto as Exhibit "A", specifically defined as 10,471 sq. ft. minus the square footage of Well 12, being 700 sq. ft., resulting in a total lease area of 9771.87 sq. ft., Parcel 001-590-008 within the City of Elko. The foregoing is herein referred to as the "Property" or the "Leased Premises." All property leased to Lessee under this Lease shall be maintained by Lessee. In addition, any access points on the Property shall be maintained by Lessee.

Section 1.02. Term:

(a) The initial term of this Lease shall commence on the date this agreement is executed by the Mayor and shall continue for a period of three years (the "Initial Term").

(b) At the expiration of the Initial Term, Lessee shall have the option to extend the lease for an additional two year period. To exercise said option Lessee must notify Lessor in writing of its election to exercise this option not sooner than 120 days before the expiration of the Initial Term nor later than 60 days prior to the expiration of the Initial Term. In the event of such extension, the terms and conditions of this lease shall apply.

Section 1.03: Delivery of Possession.

(a) Lessor shall put Lessee into physical possession of the Leased Premises upon the Mayor's execution of this lease.

(b) Lessor makes no representations concerning any use of the Leased Premises during Lessor's ownership of the Leased Premises regarding whether Hazardous Substances were deposited, stored, disposed of or placed upon, about or under the Leased Premises.

Section 1.04. Improvements: Lessee shall not construct any improvements upon the leased premises without the prior written approval of Lessor. In the event any improvements are authorized or Lessee undertakes any maintenance of the Leased premises, such work shall meet all of Lessor's applicable standards.

ARTICLE II.

RENT

Section 2.01. Amount: Lessee shall pay rent for the Leased Premises as follows:

(a) Monthly rent shall be calculated based at 29 cents per square foot of the leased premises per year. The square footage of the premises is 9,771.87 square feet.

(b) Monthly rent of \$236.15 shall be due and payable on the first day of each month in advance during the lease from Lessee to Lessor. In the event the Lease begins or terminates resulting in less than one month of occupancy, Lessee shall pay a pro rata portion of a month's rent, which sum shall be due and payable at the beginning of such month or within 5 days of the execution of this Lease or any extension thereof.

(c) Until further notice by Lessor to Lessee, rent checks shall be payable to and mailed to:

City of Elko, c/o City Clerk's Office
1751 College Ave.
Elko, NV 89801

Section 2.02. Additional Assessments and Charges: In addition to the rent payable under this section, Lessee shall pay and discharge promptly as the same become due and before delinquency all taxes and assessments, whether general or special, of every kind which may be levied or assessed or become a lien on or against the leasehold of Lessee.

ARTICLE III.

USE OF PROPERTY

Section 3.01. Use: The Property may be used by Lessee for parking and/or ingress egress purposes only. Lessee agrees to restrict the use of the Property to such uses unless obtaining prior written consent of Lessor to use the Property in any other manner.

ARTICLE IV.
CONSTRUCTION IMPROVEMENTS

Section 4.01. Compliance with Laws: All construction, work, improvements, and alterations thereto, to the Property by Lessee or its agents, shall be done in good and workmanlike manner and in full compliance with all applicable local, state and federal laws, regulations and codes applicable to the use to which the Property will be put by Lessee. All such work shall be done in a good and workmanlike manner, free and clear of liens for labor and materials furnished Lessee.

ARTICLE V.
REPAIRS AND DESTRUCTION OF PROPERTY

Section 5.01. Maintenance of Improvements: Lessee shall, throughout the term of this Lease, at their own cost, and without any expense to Lessor, keep and maintain the Property, including all improvements of every kind which may be a part thereof, and all appurtenances thereto, in good, sanitary and neat order, condition and repair, and expect as specifically provided herein, restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty or any other cause whatsoever.

ARTICLE VI.
COMPLIANCE WITH LAWS/WASTE

Section 6.01. Applicable Laws: During the term of this Lease, Lessee shall comply with all city, county, state and federal and other applicable laws affecting the Property.

Section 6.02. Waste, Nuisance or Unlawful Activities: Lessee shall not commit, or allow to be committed, any waste on the Property, create or allow a nuisance to exist on the Property or use or allow the Property to be used for any unlawful purpose.

Section 6.03. Limited Environmental Indemnity: If it is determined by a governmental agency with jurisdiction that as a result of Lessee's activities in operating the Property that there is a violation of any Environmental Law and such governmental agency requires a cleanup or remediation program on the Property, Lessee will indemnify Lessor from expenses resulting from that cleanup or remediation program.

ARTICLE VII.
UTILITIES

Section 7.01. Payment by Lessee: With regard to the Property, Lessee shall pay for all associated utilities, if any.

ARTICLE VIII.
SIGNS, LESSEE'S FIXTURES

Section 8.01. Lessee shall not install and operate interior and exterior electric and other signs and advertising matter, machinery and other mechanical equipment on the Property.

Section 8.02. Lessee shall at all times have the right to remove all fixtures, machinery, equipment, appurtenances and other property furnished or installed by Lessee at Lessee's expense provided the Property is returned to the original state.

ARTICLE IX
ALTERATIONS

Section 9.01. Except as provided herein, at any time and from time to time, Lessee, at Lessee's cost and expense and in compliance with applicable law, may reconfigure or otherwise modify the site improvements as Lessee deems necessary or appropriate.

Section 9.02. Lessor covenants and agrees that during the continuance of this Lease, Lessor shall not, without Lessee's express written consent, make any alterations or additions to the Leased Premises.

ARTICLE X.
LIENS

Section 10.01. Prohibition against Liens: Lessee shall keep the Property free and clear from all mechanics' and materialmen's liens and other liens and encumbrances.

ARTICLE XI.
INDEMNIFICATION OF LESSOR

Section 11.01. Indemnification: Lessor shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessor by any person whomsoever may at any time be using or occupying or visiting the Property or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall indemnify Lessor against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damages. Lessee hereby waive all claims against Lessor for damages to improvements that shall be hereafter placed or built on the Property and to the property of Lessee in, on or about the Property, and for injuries to persons or property in or about the Property from any cause arising at any time during the term hereof. The two preceding

sentences shall not apply to loss, injury, death or damage arising by reason of the negligence or intentional misconduct of Lessor, its agents or employees.

Section 11.02. Insurance Liability: Lessee shall procure and maintain in force during the term of this Lease and any extension thereof, at Lessee's expense, public liability insurance adequate to protect Lessee and Lessor against liability for damage claims though public use or arising out of accidents occurring in or around the Property in a minimum amount of \$1,000,000 for each person injured; \$2,000,000 for any one accident; and \$500,000 for property damage. Lessee agrees to obtain a written obligation from insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies. Lessee agree that if such insurance policies are not kept in force during the entire term of this Lease or any extension thereof, Lessor may procure the necessary insurance and pay the premium thereof, and that such premium shall be repaid to Lessor as an additional rent installment. The proceeds from Lessee's casualty insurance hereunder shall be paid and applied only as determined by Lessee.

ARTICLE XII.

ASSIGNMENT AND SUB-LETTING

Section 12.01. Lessee shall not assign or sublet all or any portion of this lease without the prior written approval of Lessor.

ARTICLE XIII.

CASUALTY

Section 13.01. If the Property shall be damaged or destroyed by fire or other casualty, then Lessee at its option and sole cost and expense may repair and restore the same to such condition as Lessee deems necessary or desirable (with such changes as Lessee deems appropriate), and in the event of such restoration, the fixed rent and all other charges shall abate proportionately according to the extent of such damage or destruction; such abatement shall include a period reasonably necessary for Lessee to perform and complete such restoration. Lessee's repair and restoration (if any) shall be subject to then applicable legal requirements. If Lessee elects not to repair and restore the Leased Premises as herein provided, Lessee shall remove the damaged portions of the site improvements. If Lessee elects not to rebuild and restore the Leased Premises as herein provided, and such casualty has resulted in damage or destruction to fifty percent (50%) or more of the Property, then Lessee may cancel this Lease.

ARTICLE XIV.

INGRESS AND EGRESS

Section 14.01. Lessor further reserves the right to itself and its assigns to enter upon the Property for the purpose of constructing, maintaining, and repairing any right-of-ways and easements which may be placed or constructed or any utilities which exist or may be constructed in the future.

**ARTICLE XV.
DEFAULT**

Section 15.01. If any fixed rent is due and remains unpaid for ten (10) days after the date it is due, or if Lessee breaches any of the other covenants of this Lease and if such other breach continues for thirty (30) days after receipt of notice from Lessor, Lessor shall then have all legal rights and remedies available at law or equity and such default shall constitute grounds for termination of this lease, in the sole discretion of Lessor.

Section 15.02. If Lessor shall fail to perform any act or acts required of Lessor by this Lease and if such failure continues for ninety (90) days after receipt of notice from Lessee, Lessee shall then have the right to terminate this lease and exercise all its rights and remedies at law or equity. If Lessor shall in good faith within said ninety (90) days commence to correct such breach, and diligently proceed therewith to completion, then Lessor shall not be considered in default.

Section 15.03. No delay on the part of either party in enforcing any of the provisions of this Lease shall be considered as a waiver thereof. Any consent or approval granted by either party under this Lease must be in writing and shall not be deemed to waive or render unnecessary the obtaining of consent or approval with respect to any subsequent act or omission for which consent is required or sought.

**ARTICLE XVI.
TITLE AND POSSESSION**

Section 16.01. Lessor represents that Lessor has fee simple title to the Leased Premises and the right to make this Lease.

Section 16.02. Lessee may record a Memorandum of Lease concerning this agreement.

**ARTICLE XVII.
CONDITION OF THE PROPERTY ON TERMINATION**

Section 17.01. Lessee' Obligations: On termination or cancellation of this Lease for any cause, or upon the natural expiration of this Lease, Lessee, at their sole expense, must remove any personal property stored on the Property and restore the Property to its original state. If all personal property is not removed by said date, Lessee agrees to pay the City of Elko liquidated damages in the amount of \$100 per day for each day any of the personal property is not removed from the Property. HOWEVER, Lessor shall have the option of waiving this requirement, in writing, as to any and all improvements Lessor desires to remain in place.

ARTICLE XVIII.
MISCELLANEOUS PROVISIONS

Section 18.01. Waiver: The waiver by Lessor of its right to declare a forfeiture or pursue any other remedy pursuant to this Lease upon any default on the part of Lessee shall not violate any provision therefore herein contained, nor constitute a waiver of such right in connection with any future default, or any other obligation of Lessee herein contained to be done and performed.

Section 18.02. Inspection: Lessor, by its officers, employees or other authorized agents, shall have the right to enter upon the Property at any and all reasonable time during the term hereof for the purpose of informing itself as to the compliance by Lessee of the terms, covenants and conditions of this Lease to be kept upon its part.

Section 18.03. Notice: Whenever in this Lease it shall be required or permitted that notice be given by either party to this Lease or to the other, such notice must be in writing and must be given personally or forwarded by certified mail addressed as follows:

Lessor: City of Elko
 City Manager
 1751 College Avenue
 Elko, NV 89801

Lessee: Hawkins-Smith
 855 Broad St., Suite 300
 Boise, ID 83702

Such addresses may be changed from time to time by notice given hereunder.

Section 18.04. Binding Effect: This Lease shall be binding upon, and insure to the benefit of, and shall apply to the respective heirs, personal representatives, successors and assigns of Lessor and Lessee and all references in this Lease to Lessor and Lessee shall be deemed to refer to and include successors and assigns of Lessor and Lessee without specific mention of successors or assigns.

Section 18.05. Time of Essence: Time is of the essence of this Lease and all of its provisions.

Section 18.06. Attorney Fees: In the event of litigation, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses, together with cost of suit.

Section 18.07. Captions: The captions contained herein are inserted only for convenience of reference and are in no way to be construed as part of the agreement or as a limitation on the scope of the particular paragraph to which they refer.

Section 18.08. Quiet Enjoyment: Lessee shall have the quiet and peaceable possession of the Property during the term hereof.

Section 18.09. Governing Law and Jurisdiction: The validity, construction and enforceability of this Lease shall be governed in all respects by the law of Nevada applicable to agreements negotiated, executed and performed in Nevada by Nevada residents, whether one or more of the parties shall now be or hereafter become a resident of another state. Jurisdiction for any action regarding this Lease shall be the applicable state court in Elko County, Nevada.

Section 18.10. Entire Agreement; Modification; Waiver: This Lease constitutes the entire agreement between Lessor and Lessee pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings. No supplement, modification or amendment of this Lease shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Lease shall be deemed or shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the parties making the waiver.

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

LESSOR:

LESSEE:

THE CITY OF ELKO

HAWKINS - SMITH

By: 

CHRIS J. JOHNSON, Mayor

BY: 

Authorized Agent

ATTEST:


SHANELL OWEN, City Clerk

EXHIBIT A



**CITY OF ELKO
ENGINEERING DEPARTMENT
1755 COLLEGE AVENUE
ELKO, NEVADA 89801
(775)777-7210
(775)777-7219 FAX**

The following legal description shall be used for a lease agreement for parcel 001-590-008.

A Parcel located in the NE1/4 SW ¼ of Section 11, Township 34 North, Range 55 East of the MDB&M Elko County, Nevada being City Well site number 12 and described as follows:
Beginning at the center of said Section 11, Township 34 North, Range 55 East, a point which is located 981.39' at a bearing of N36° 55' 18" E from the true point of beginning, corner 1. From the point of beginning thence S58° 37' 00"E a distance of 108.00' to corner 2; Thence S31° 22' 55" W a distance of 96.96' to corner 3; Thence N58° 37' 00"W a distance of 108.00' to corner 4; Thence N31° 22' 55"E a distance of 96.96' to the point of beginning containing 10,471.87 SF.

The total lease area shall be 10,471.87 SF less the square footage of Well 12, being 700 SF, for a total lease area of 9,771.87 SF

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Created by Jeremy Draper

