



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

The Elko City Council will meet in regular session on Tuesday, July 28, 2020  
Elko Convention Center, Turquoise Room, 700 Moren Way, Elko, Nevada, at 4:00 P.M., P.D.T.

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

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

Website, <http://www.elkocity.com>, the State of Nevada's Public Notice Website,

<https://notice.nv.gov> in the following locations:

**ELKO CITY HALL**  
**1751 College Avenue, Elko, Nevada 89801**  
**Date & Time Posted: Thursday, July 23, 2020 at 8:30 a.m.**

Posted by: Kim Wilkinson Administrative Assistant *Kim Wilkinson*

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

*Dated this 23<sup>rd</sup> day of July, 2020*

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

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

*Scott A. Wilkinson*  
\_\_\_\_\_  
Scott Wilkinson, Assistant City Manager  
Elko, Nevada

**CITY OF ELKO**  
**CITY COUNCIL AGENDA**  
**REGULAR MEETING**  
**4:00 P.M., P.D.T., TUESDAY, JULY 28, 2020**  
**IN THE TURQUOISE ROOM, ELKO CONVENTION CENTER**  
**LOCATED AT 700 MOREN WAY, ELKO, NEVADA**

**CALL TO ORDER**

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

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**COMMENTS BY THE GENERAL PUBLIC**

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

**APPROVAL OF MINUTES:**      **July 14, 2020**      **Regular Session**

**I.      PRESENTATIONS**

- A.      Presentation by Nevada Gold Mines, Community Broadband Project Update, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**
- B.      Presentation by CEO Mary Kerner, Rural Nevada Development Corporation, and matters related thereto. **INFORMATION ONLY – NON ACTION ITEM**

**II.     CONSENT AGENDA**

- A.      Review, consideration, and possible approval of the City of Elko Fiscal Year 2019/2020 Indebtedness Report, Debt Management Policy, and Five-Year Capital Improvement Plan as required by NRS 350.013, and matters related thereto. **FOR POSSIBLE ACTION**

Pursuant to NRS 350.013, all entities must file the Indebtedness Report, an updated Debt Management Policy, and the Five-Year Capital Improvement Plan. The updated reports are included in the agenda packet for your review. JB

**III.    PERSONNEL**

- A.      Employee Introductions:

- 1.) Derek Glennon, Landfill Equipment Operator, Landfill

#### IV. APPROPRIATIONS

- A. Review and possible approval of Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Review and possible approval of Print n' Copy Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Review and possible approval of Great Basin Engineering Contractors, Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- D. Review and possible approval of Canyon Construction Warrants, and matters related thereto. **FOR POSSIBLE ACTION**
- E. Consideration and possible authorization for Staff to solicit bids for a Revenue Collection System for the public parking lot at the Elko Regional Airport, and matters related thereto. **FOR POSSIBLE ACTION**

The public parking lot at the Elko Regional Airport is controlled by an automated ticketed pay system that was installed in 2003. Currently, the system is past its useful life and needs to be replaced. The vendor that supplied the system is no longer able to provide assistance when issues arise from the different components failing. In addition, the current system does not meet the national standard for credit card chip reader acceptance. JF

- F. Review, consideration, and possible issuance of final acceptance for the WRF East Primary Clarifier Recoating Project 2020, and matters related thereto. **FOR POSSIBLE ACTION**

MMI Tank and Industrial Services has completed the Clarifier Recoating Project. Staff recommends the issuance of final acceptance. There was one change order deduction in the amount \$8,478.75. MH

#### V. NEW BUSINESS

- A. Review, consideration, and possible ratification of Staff's approval for Faulstich and Rand Construction to cut a street, which is on the Five Year No Cut List, located at the intersection of Hot Springs Road and STP Road, and matters related thereto. **FOR POSSIBLE ACTION**

Due to the construction of the new Water/Waste Water Shop, this street cut was unavoidable. DS

- B. Review, consideration, and possible approval of a Ratification of Transfer of Airplane Hanger Buildings (B5 & B6) and agreement to Transfer a Lease at Elko Airport, and matters related thereto. **FOR POSSIBLE ACTION**

On June 19, 2020, the City of Elko sent a Notice of Default to the Galen Schorch, Trustee for Park R. Blair Trust regarding Hangers B5 and B6 giving them 30 days to cure the defaults. A ratification and agreement was reached between all parties and the hangar lease is being transferred to Mr. Jeff Dalling. CC

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

- A. Ratification of the Police Chief issuing a Regular Packaged Liquor License to Pedro Romero-Gaeta, DBA Tacos Las Brisas, located at 2172 Pinion Rd, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**
- B. Ratification of the Police Chief issuing a 30-day Temporary Packaged Liquor License and issue a Regular Packaged Liquor License, to Samra Gurpreet and Ethan Lipparelli, DBA Delivery Boys, LLC, located at 1657 Mountain City Highway Suite 104, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**
- C. Ratification of the Police Chief issuing a 33-day Temporary Retail and Caterer's Liquor License and issue a Regular Retail and Caterer's Liquor License, to Gary Lamb and Ted Lamb, DBA Shutters Hotel Elko, located at 3650 E. Idaho Street, Elko, NV 89801, and matters related thereto. **FOR POSSIBLE ACTION**
- D. Review, consideration and possible approval for White Cloud Communications Incorporated (White Cloud) to occupy approximately 4,700 feet of City owned conduit as shown on its plans for the Phase II Aspen and Murray Way project, generally extending from the northwest (I-80) corner of the airport security fence to Murray Way, and matters related thereto. **FOR POSSIBLE ACTION**

White Cloud Communications Incorporated (White Cloud) is requesting the utilization of City owned conduit extending from the northwest corner of the airport security fence to Murray Way under its franchise agreement with the City. White Cloud is proposing the installation of a 48 pair fiber cable in the conduit. White Cloud will be required to have at least one customer within 90 days of installation. White Cloud has indicated in its letter dated July 10, 2020 that the cable will occupy approximately 20% of the 2-inch conduit. SAW

- E. Review, consideration, and possible approval of a construction timeline proposed by TEB Properties, LLC/Snyder Mechanical with regard to completion of public improvements on Manzanita Lane frontage located at 4745 Manzanita Lane, and matters related thereto. **FOR POSSIBLE ACTION**

The previous occupant of the building located at 4745 Manzanita Lane, Redburn Tire Company, agreed to pave the portion of Manzanita Drive adjacent to their property in 2012, with the condition that the curb, gutter, and sidewalk be installed by the Ormaza Family Trust as agreed to in Deferral Agreement 3-02. A portion of the curb, gutter, and sidewalk was constructed in 2019, but has not yet been completed. Staff has reached out to representatives of the Ormaza Family Trust

and has requested that the remaining portion of improvements be completed in 2020.

Snyder Mechanical will be occupying the building starting in the Fall of 2020 and has asked to enter into a similar agreement as Redburn Tire Company to install the asphalt paving of Manzanita Lane within 12 months of completion of the curb, gutter, and sidewalk. MR

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

- A. Public hearing pursuant to NRS 268.059(1)(a) regarding the fair market value and possible sale at public auction of approximately 3,073 sq. ft. of City-owned property located generally northeast of the intersection of Sewell Drive and Sage Street, designated APN 001-013-018. Discussion and possible motion determining that the fair market value of the property is \$14,500 in accordance with the appraisal of Jason Buckholz of CRBE, Inc., appraiser, and possible adoption of Resolution No. 14-20, a resolution of the Elko City Council finding it is in the best interest of the City to sell APN 001-013-018, and hereby declaring its intention to sell such property at public auction pursuant to City Code Section 8-1-3 and NRS 268.062, and matters related thereto. **FOR POSSIBLE ACTION**

Two adjacent neighbors petitioned the City of Elko to sell a city owned parcel formerly known as Well 16 parcel. Council accepted the petition and authorized Staff to obtain the required appraisal and proceed with the statutory process of selling the parcel at public auction as required by NRS 268.062. CL

- B. Public hearing pursuant to NRS 268.059(1)(a) regarding the fair market value and possible lease at public auction of approximately 8.69 acres of City-owned property located generally north of West Idaho Street, designated APN 006-09G-027. Discussion and possible motion determining that the annual market rent value of the property is \$19,000 in accordance with the appraisal of Jason Buckholz of CRBE, Inc., appraiser, and possible adoption of Resolution No. 15-20, a resolution of the Elko City Council finding it is in the best interest of the City to lease APN 006-09G-027, and hereby declaring its intention to lease such property at public auction pursuant to City Code Section 8-1-3 and NRS 268.062, and matters related thereto. **FOR POSSIBLE ACTION**

ESM2, LLC petitioned the City of Elko to lease a City-owned parcel designated APN 006-09G-027. The petitioner's current lease on that property expires June 30, 2020. Council accepted the petition and authorized Staff to obtain the required appraisal and proceed with the statutory process of leasing the parcel at public auction as required by NRS 268.062. CL

- C. Review, consideration, and possible action to name field # 3 at the Elko Sports Complex after Ms. Linda Trontel, and matters related thereto. **FOR POSSIBLE ACTION**

The Council reviewed a petition from Ms. Brandi Davis and other community members regarding the possible naming of field # 3 at the Elko Sports Complex after Ms. Linda Trontel on July 14, 2020. Pursuant to the criteria for naming City of Elko Facilities and Parks, staff requested additional public comment from organizations and citizens utilizing the facility. Subject to comments and information presented during this public hearing, the City Council may take action to name the facility as requested in the petition. JW

## **VIII. REPORTS**

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

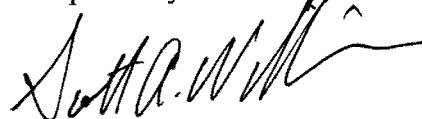
## **COMMENTS BY THE GENERAL PUBLIC**

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

## **ADJOURNMENT**

Respectfully Submitted,



Scott Wilkinson  
Assistant City Manager

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

SS     July 14, 2020

The City Council of the City of Elko, State of Nevada met for a regular meeting beginning at 4:00 p.m., Tuesday, July 14, 2020. Due to the restrictions found in the State of Nevada Emergency Directive 006, the meeting was held in the Turquoise Room of the Elko Convention and Visitors Authority, 700 Moren Way, Elko.

This meeting was called to order by Mayor Reece Keener.

## **CALL TO ORDER**

## **ROLL CALL**

**Mayor Present:**     Reece Keener

**Council Present:**   Councilwoman Mandy Simons *arrived at 4:04 pm*  
                          Councilman Robert Schmidlein  
                          Councilman Chip Stone  
                          Councilman Bill Hance

**City Staff Present:**  Curtis Calder, City Manager  
                          Scott Wilkinson, Assistant City Manager  
                          Kelly Wooldridge, City Clerk  
                          Jan Baum, Financial Services Director  
                          Susie Shurtz, Human Resources Manager  
                          Dale Johnson, Utilities Director  
                          Dennis Strickland, Public Works Director  
                          Dave Stanton, City Attorney  
                          Clark Phillips, Water/Sewer Superintendent  
                          Michele Rambo, Development Manager  
                          James Wiley, Parks and Recreation Director  
                          Cathy Laughlin, City Planner  
                          Jim Foster, Airport Manager  
                          Matt Griego, Fire Chief  
                          Ty Trouten, Police Chief  
                          Paul Willis, Computer Information System Coordinator  
                          DJ Smith, Computer Information System Coordinator  
                          Diann Byington, Recording

## **PLEDGE OF ALLEGIANCE**

## **COMMENTS BY THE GENERAL PUBLIC**

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

Cathy McAdoo thanked Council for the unique way of combating weed control. The goats did an excellent job on the HARP trail. She has noticed a huge increase in people using the trail and it is nice to actually see the river now.

**APPROVAL OF MINUTES:          June 23, 2020          Regular Session**

*The minutes were approved by general consent.*

**I.        PRESENTATIONS**

- A.        Reading of a proclamation in recognition of Ms. Lynette Davis's outstanding contributions to the Elko Community, and matter related thereto. **NON-ACTION ITEM – INFORMATION ONLY**

Mayor Keener read the proclamation.

Lynette Davis, Elko High School Athletic Director, stated she is thankful for the Elko community because there no other place like. There is success in the High School because there is support from the community.

- C.        Presentation by Greg Walker, Executive Managing Director, Nevada Gold Mines, in support of Nevada Phase 2 Guidelines, and matters related thereto. **NON-ACTION ITEM – INFORMATION ONLY**

Greg Walker, Executive Managing Director of Nevada Gold Mines, spoke about how COVID has affected Nevada Gold Mines. They have been in operation for one year now. It had been a challenging year. With COVID in the community, they have been doing what they can to support residents and businesses. They have supplied PPE, food for families, and now they are supplying funds for small businesses to get loans. They also gave employees bonuses in the form of Chamber Checks to encourage employees to spend it in the community. He explained the extra measures Nevada Gold Mines has been taking to ensure their employees are safe and healthy. There have been several social events in the community over the last few weeks where safety measures (such as masks) were not enforced and they should have been. He wants to see the children go back to school in the fall. The community leaders need to be responsible and do the right thing and abide by the rules.

- D.        Presentation by Dr. Bryce Putnam, Elko County Health Officer, and matters related thereto. **NON-ACTION ITEM – INFORMATION ONLY**

Dr. Bryce Putnam, Elko County Health Officer, stated Nevada Gold Mines, with their policies, procedures and action plans, have effectively reduced the spread of COVID-19 in our area. They set the leadership standards from the standpoint of knowing that there are a lot of businesses out there that can run safely. We are all in this together and we all want the economy to reopen and people to be safe. There is a simple solution and that is wear a mask. One month ago, we had 37 cases. As of today, we have 277 cases. He understood that we want to have events and that it is



summertime and we want to go out and do things as normally. There is a different kind of normal right now and that means that we all have to do our part. We all have personal accountability to protect ourselves and families. We also need to respect those around us. If we all wear a mask and take it seriously, we can reduce the numbers. It is in our best interest to do what it takes to keep our economy open.

- B. Presentation by the Nevada Rural Housing Authority, and matters related thereto.  
**INFORMATION ITEM ONLY – NON ACTION ITEM**

Diane with Nevada Rural Housing Authority, went over the programs offered and how much they have helped families become home owners. She requested the City's allocation of unused private activity bond caps to continue to fund their home ownership programs.

## **II. CONSENT AGENDA**

- A. Review, consideration, and possible reappointment of Planning Commission members Giovanni Puccinelli and Tera Hooiman to an additional Four-Year Term, to expire July 2024, and matters related thereto. **FOR POSSIBLE ACTION**

Giovanni Puccinelli and Tera Hooiman's terms expire July 2020. Pursuant to City Code Section 3-4-1, Planning Commission members shall be eligible for reappointment, and the terms shall be four years or until his/her successor takes office. Mr. Puccinelli and Ms. Hooiman have indicated an interest to continue serving on the Planning Commission. CL

- B. Ratification of Amendment No. Three (3) to Contract Dated February 26, 2019 Between Jviation, INC and The City of Elko, Nevada, and matters related thereto. **FOR POSSIBLE ACTION**

This item is to amend the current contract between the City of Elko and Jviation. Ratification of Contract Amendment No. Three (3) will cover the fees associated with Airport Improvement project AIP 52 Cares Act, which is the creation of a Title 6 Program for the airport. The Airport is required to have a Title 6 Program per NDOT Guidelines. JF

- C. Review, consideration, and possible authorization for the creation of a force account for the construction of the Water and Water Reclamation Facility (WRF) Shop, and matters related thereto. **FOR POSSIBLE ACTION**

At the March 10, 2020 Council meeting, MGM was awarded a contract for the construction of the Water and Water Reclamation Facility (WRF) Shop. Due to the size and complexity of the project, Staff would like to establish a Force Account of \$100,000 to allow for the approval of Change Orders beyond our standard policy. Prior to approval, the Architect of Record for the project, as well as the Project Management Team will review all change orders for the City. DJ

- D. Review, consideration, and possible approval of Resolution No. 16-20, a Resolution providing for the transfer of the City's 2020 Private Activity Bond Cap

to the Nevada Rural Housing Authority, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko has previously transferred its portion of the tax-exempt private activity bond cap to the Nevada Rural Housing Authority. This year the Nevada Rural Housing Authority is requesting the City's allocation of the bonds for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income. A request letter from Nevada Rural Housing Authority and Resolution No. 16-20 have been enclosed in the agenda packet for review. CC

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

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

#### **IV. APPROPRIATIONS**

- E. Review, consideration, and possible authorization for Staff purchase a Caterpillar D6 Dozer with GPS System, through Sourcewell Purchasing, from Cashman Equipment Company in the amount of \$476,341.56, and matters related thereto. **FOR POSSIBLE ACTION**

This purchase was budgeted for and approved in the FY 2020/21 Budget. Caterpillar has a current Sourcewell Contract #032119-CAT, which is in effect through May 13, 2023, available for this unit. DS

Dennis Strickland, Public Works Director, explained the request.

**\*\* A motion was made by Councilman Schmidtlein, seconded by Councilman Stone, to authorize staff to purchase a Caterpillar D6 Dozer with GPS System from Cashman Equipment Company through Sourcewell Purchasing, in the amount of \$476,341.56.**

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

- F. Review, consideration, and possible authorization for Staff to purchase a new engine for the Landfill Caterpillar Compactor, from Cashman Equipment Company, and matters related thereto. **FOR POSSIBLE ACTION**

This is a sole source purchase; the engine is only available from Caterpillar Equipment Company. DS

Mr. Strickland explained the request.

**\*\* A motion was made by Councilman Stone, seconded by Councilwoman Simons, to authorize staff to purchase a new engine for the Landfill Caterpillar Compactor from**

**Cashman Equipment Company, and it will have a standard one-year unlimited hours warranty.**

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

- G. Review, consideration, and possible authorization for Staff solicit bids for new scales for the City of Elko Landfill, and matters related thereto. **FOR POSSIBLE ACTION**

In 2014, the City performed a scale extension adding to a 30-year-old existing set of scales. At this time, we are seeing excessive wear on the 30-year-old scales. The scales cannot be adjusted or repaired in order to be properly calibrated to meet State requirements; therefore, the scales need to be replaced. As part of this project, we will also be replacing the computer displays, as they also need to be updated. DS

Mr. Strickland explained the request.

**\*\* A motion was made by Councilman Schmidtlein, seconded by Councilman Stone, to authorize staff to solicit bids for new scales for the City of Elko Landfill.**

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

- H. Review, consideration, and possible authorization for Staff to purchase an International CV515 SFA Hooklift Flex 36 Truck, through Sourcewell Purchasing, from Rush Truck Center of Idaho in the amount of \$98,760.90, and matters related thereto. **FOR POSSIBLE ACTION**

This purchase was budgeted for and approved in the FY 2020/21 Budget. Rush Truck has a current Sourcewell Contract #081716-NV, which is effective through November 15, 2020. DJ

Dale Johnson, Utilities Director, explained the request.

**\*\* A motion was made by Councilman Stone, seconded by Councilwoman Simons, to authorize staff to purchase an International CV515 SFA Hooklift Flex 36 Truck from Rush Truck Center of Idaho through Sourcewell Purchasing, in the amount of \$98,760.90.**

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

- I. Review, consideration, and possible action to award a bid for the Ruby View Golf Course Reuse Irrigation Ponds No. 1 & 2, and matters related thereto. **FOR POSSIBLE ACTION**

Council directed Staff to solicit bids for this project on June 9, 2020. Bids were opened on July 6, 2020. A Bid Tabulation Sheet is provided. DJ

Mr. Johnson explained the bid tabulation sheet and indicated that High Mark Construction was the lowest responsive bidder.

**\*\* A motion was made by Councilman Schmidlein, seconded by Councilman Hance, to award the bid for the Ruby View Golf Course Reuse Irrigation Ponds No. 1 & 2, in the amount of \$453,585.50, to High Mark Construction.**

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

- J. Review, consideration, and possible approval of a Professional Services Agreement with Black Dolphin Consulting, LLC for Construction Administration and Construction Quality Assurance for the Ruby View Golf Course Reuse Irrigation Ponds No. 1 & 2, and matters related thereto. **FOR POSSIBLE ACTION**

At the June 9, 2020 meeting, Council approved Staff to solicit bids for the Ruby View Golf Course Reuse Irrigation Ponds No. 1 & 2. Bids were open on 7-6-2020. Staff recommended awarding the bid to High Mark Construction on 7-14-2020. With construction time constraints for this project Staff would like to enter into a Professional Services Agreement with Black Dolphin Consulting, LLC for Construction Management and Construction Quality Assurance. DJ

Mr. Johnson explained the agreement.

**\*\* A motion was made by Councilman Hance, seconded by Councilman Stone, to approve the PSA with Black Dolphin Consulting, LLC, in the amount of \$87,875 for Construction Management and Construction Quality Assurance on the Ruby View Golf Course Reuse Ponds No. 1 & 2.**

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

- K. Review, consideration, and possible award of the bid for the City of Elko Swimming Pool Re-roofing Project, and matters related thereto. **FOR POSSIBLE ACTION**

Bids for the Swimming Pool Re-roofing Project were opened on Monday July 6, 2020. The City received a total of two bids for the project, one of which has been deemed responsive, and one being deemed unresponsive. A bid tabulation sheet has been included in the packet for Council review. JW

James Wiley, Parks and Recreation Director, explained the project and the bid.

Mike Lostra, Lostra Engineering, explained the project breakdown.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to award the base bid for the Swimming Pool Re-roofing Project to Braemar Construction, in the amount of \$226,834.71, and to include the unit costs in the alternate bid line items associated with additional re-roof areas to be determined in the field, and that the base bid unit costs apply to line items not identified in the alternate bid line items, with a total project cost, subject to approved change orders, not to exceed \$475,095.31.**

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

## V. SUBDIVISIONS

- A. Review, consideration and possible approval of Final Map No. 3-20, filed by Scott Reutner Properties, LLC, for the development of a subdivision entitled Aspen Heights involving the proposed division of approximately 2.54 acres of property into 9 lots for residential development within the R (Single Family and Multiple Family Residential) Zoning District, and matters related thereto. **FOR POSSIBLE ACTION**

Subject property is located on the south side of Celtic Way between Shadow Ridge Drive and Sunnyside Avenue (APN 001-660-011). The Planning Commission considered this item on July 7, 2020, and took action to forward a recommendation to conditionally approve Final Map 3-20. MR

Michele Rambo, Development Manager, explained the project and recommended approval.

**\*\* A motion was made by Councilman Stone, seconded by Councilman Schmidtlein, to conditionally approve Final Map 3-20, for the Aspen Heights Subdivision subject to the conditions as recommended by the Planning Commission.**

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

- B. Review, consideration, and possible conditional acceptance of Public Improvements for the Humboldt Hills Subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

The City Council approved Final Map 12-18 on February 12, 2019. A Performance and Maintenance Agreement was entered into on that same day.

The Developer has substantially completed the Public Improvements in accordance with the approved plans with the exception of a few outstanding items. The developer is asking for a conditional acceptance with the understanding that the remaining items will be completed by September 7, 2020. The City is in receipt of the required Certification of the project by the Engineer of Record. Upon acceptance of the Public Improvements by the Council, the Developer is required to provide maintenance security in the amount of \$201,043.00 for a 12-month maintenance period. This maintenance security has already been given to the City. MR

Ms. Rambo explained the project and recommended conditional acceptance.

**\*\* A motion was made by Councilman Stone, seconded by Councilwoman Simons, for conditional acceptance of public improvements for the Humboldt Hills Subdivision with the noted exceptions: The maintenance period is to run one year from the date of completion of the outstanding items.**

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

## VI. NEW BUSINESS

- A. Review, consideration, and possible approval of a Performance/Maintenance Agreement for subdivision improvements associated with the Aspen Heights 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. As part of the conditions of approval for Final Map 3-20, the Planning Commission recommended that the agreement be approved by the City Council and be entered into by the developer within 30 days of the City Council's approval of the Final Map. MR

Ms. Rambo explained the agreement and recommended approval.

**\*\* A motion was made by Councilman Schmidtlein, seconded by Councilman Stone, to approve the Performance/Maintenance Agreement for subdivision improvements associated with the Aspen Heights Subdivision, and require that the developer enter into the agreement within 30 days.**

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

- B. Review, consideration, and possible approval of a slope easement on City of Elko property to be used for grading between the City of Elko (grantor) and Koinonia Development, LP (grantee) in association with the previously approved Mountain View Townhomes subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

Due to the existing topography of the development site, the applicant's engineer is proposing off-site grading onto City of Elko-owned property (a portion of Mountain View Park). A condition of approval of the Tentative Map was that a slope easement be granted to allow for this off-site grading.

This slope easement was considered by the City Council at the April 28, 2020 and May 12, 2020 meetings. However, the final easement document contained an error that was caught by the Engineer of Record for the project. This error has been corrected. The City Attorney has determined that a revised Grant of Easement needs to be presented to City Council for approval. MR

Ms. Rambo explained the issue with the previous document and why Council is approving this again.

**\*\* A motion was made by Councilman Stone, seconded by Councilwoman Simons, to approve the slope easement from the City of Elko to Koinonia Development, LP for grading associated with the Mountain View Townhomes subdivision as presented.**

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

- C. Review, consideration, and possible approval of a Deed of Dedication to create a public utility and drainage easement on City of Elko property (Mountain View Park) associated with the development of the previously-approved Mountain View Townhomes subdivision, and matters related thereto. **FOR POSSIBLE ACTION**

The project site is located adjacent to an existing drainage channel. The approved Tentative Map shows the onsite drainage being directed to this drainage channel via a public utility and drainage easement. A condition of approval of the Tentative Map was that a public utility and drainage easement be granted to allow for this drainage movement.

The creation of a public utility and drainage easement at this location was considered and approved by the City Council at the May 12, 2020 meeting. However, the final documents contained an error that was caught by the Engineer of Record for the project. It was further determined that a Deed of Dedication was needed instead of the previously approved easement. The initial error has been corrected and the appropriate documents completed. The City Attorney has determined that a Deed of Dedication for a public utility and drainage easement needs to be presented to the City Council for approval. MR

Ms. Rambo explained the Deed of Dedication and recommended approval.

**\*\* A motion was made by Councilman Hance, seconded by Councilwoman Simons, to approve the Deed of Dedication to create a public utility and drainage easement on City of Elko property associated with the Mountain View Townhomes subdivision as presented.**

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

- D. Review, consideration, and possible action to conditionally approve Parcel Map No. 5-20, filed by City of Elko, for the division of approximately 38.086 acres into four parcels, located generally on the west side of Wright Way, with offer of dedication for Wright Way, Rocky Road and Jennings Way Rights-of-Way, and matters related thereto. **FOR POSSIBLE ACTION**

The Planning Commission considered this item at its July 7, 2020 meeting, and took action to forward a recommendation of conditional approval to City Council. The Parcel Map contains an offer of dedication for Right-of-Way, and it is for this reason that the map was referred to the Planning Commission, and subsequently to Council. CL

Cathy Laughlin, City Planner, explained the project and recommended conditional approval.

**\*\* A motion was made by Councilman Hance, seconded by Councilman Stone, to conditionally approve Parcel Map No. 5-20 subject to the conditions as recommended by the Planning Commission.**

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

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

- A. Review, consideration, and possible action regarding a petition from Ms. Brandi Davis, and other community members requesting to name Field # 3 at the Elko Sports Complex after Ms. Linda Trontel, and matters related thereto. **FOR POSSIBLE ACTION**

Community members have petitioned the Council, requesting Field #3 at the new Elko Sports Complex, be named after Ms. Linda Trontel, in recognition of her many years of dedication, and service to the Elko Community, especially relating to youth baseball, and youth softball. A copy of the City of Elko's Field Naming Policy has been included in the packet for review. JW

James Wiley, Parks and Recreation Director, mentioned that Ms. Brandi Davis was present and wanted to speak to Council regarding Ms. Trontel and this request. He went over the Field Naming Policy.

Brandi Davis spoke about Linda Trontel's service and dedication to the community (Exhibit "A").

**\*\* A motion was made by Councilman Stone, seconded by Councilwoman Simons, to direct staff to solicit public comment considering naming field No. 3 at the Elko Sports Complex as Linda Trontel Field, and place the matter on a subsequent agenda under Public Hearings for further action.**

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

- B. Review, consideration, and possible action to accept a petition for the vacation of a portion of the West Fir Street Right-of-Way, consisting of an area approximately 1,500 sq. ft., filed by Real Estate Pro, LLC, and processed as Vacation No. 2-20, and matters related thereto. **FOR POSSIBLE ACTION**

The applicant is proposing to develop the six lots with single family homes would like to vacate any excess right of way. CL

Cathy Laughlin, City Planner, explained the vacation request.

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to accept the petition for vacation and direct staff to commence the vacation process by referring the matter to the Planning Commission.**

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

## **IV. APPROPRIATIONS**

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



**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Schmidtlein, to approve the general warrants.**

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

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

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

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

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

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

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

- C. Review and possible approval of Ruby Mountain Lock & Safe Warrants, and matters related thereto. **FOR POSSIBLE ACTION**

**\*\* A motion was made by Councilwoman Simons, seconded by Councilman Stone, to approve the Ruby Mountain Lock & Safe warrants.**

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

### **III. PERSONNEL**

- A. Review, consideration, and possible approval of an Agreement between the City of Elko, and the International Union of Operating Engineers, Local 3, July 1, 2020 – June 30, 2021, and matters related thereto. **FOR POSSIBLE ACTION**

The City of Elko has concluded negotiations for FY 2020/2022. A redlined copy of the proposed Collective Bargaining Agreement has been included in the agenda packet for review. SS

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

Susie Shurtz, Human Resources Manager, handed out a copy of the Financial Impact Disclosure (Exhibit "B") and explained the changes in the agreement (Exhibit "C").

**\*\* A motion was made by Councilman Schmidlein, seconded by Councilwoman Simons, to approve an agreement between the City of Elko and the International Union of Operating Engineers, Local 3, for the fiscal year beginning July 1, 2020 through June 30, 2021.**

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

## **VIII. REPORTS**

### **A. Mayor and City Council**

*Mayor Keener reported he will be in a Broadband Meeting with Senator Cortez-Masto tomorrow. He will be having lunch with the CEO of Nevada Energy the next week and if there is any business that should be brought to their attention, let him know so he can bring it up at that time.*

*Councilman Schmidlein confirmed with Susie Shurtz that this year Council gets to evaluate Curtis Calder and stated he didn't want to miss out on his last chance to do it.*

### **B. City Manager**

*Curtis Calder reported on the Shop Local Campaign. He will be traveling to Reno for the flood mediation meetings he is required to attend. The trial date has been pushed back due to COVID. This is the third mediation he has been involved with.*

### **C. Assistant City Manager**

*Scott Wilkinson said the trial was pushed back to March 2021. He is still waiting for documents from Union Pacific (UP) for the VFW Drive but he expects those any day. He will be reviewing the purchase/sale agreement with Dave Stanton so he can get their comments back to UP as quickly as possible.*

### **D. Utilities Director**

*Dale Johnson gave an update on the COVID sampling at the WRF plant. The samples have increased by 39%. These test results indicate that there are about 2000 active cases in the city. There were some major water leaks last week and he explained each one.*

### **E. Public Works**

*Dennis Strickland reported the street where they are building the new Water/WRF Shop is on the no-cut list but they will need to bring utilities to the building. They will figure that one out. The UP purchase will come at a price. The road will need to get curb and gutter built. The Landfill and the Street Department have been running short handed at the worst possible time. They have busted their tails to get ready for the micro project that is starting soon.*

*Mayor Keener asked about Country Club Drive.*

*Mr. Strickland answered it has been ground up. That street doesn't get a ton of work compared to the Cedar Street end but they do have some sidewalk that is out of compliance that will go in. They will be taking care of a deficient section of road that doesn't drain right. That will be repaved.*

### **F. Airport Manager**

*Jim Foster said the normal airline schedule should return the first of August.*

### **G. City Attorney**

H. Fire Chief

*Matt Griego stated there were questions about the School Re-opening Committee and what they are doing. They have been working hard to put together plans for the re-opening but they will be at the mercy of what the State hands down.*

I. Police Chief

*Ty Trouten reported they have two new employees at POST. He spoke about Next Gen E911 that is now up and running at Central Dispatch.*

J. City Clerk

K. City Planner

*Mayor Keener said Cathy Laughlin and her husband did a great job on the Silver State Stampede. They obviously put a lot of work in on it.*

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**

*There were no public comments.*

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

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Mayor Reece Keener

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Kelly Wooldridge, City Clerk

**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of the City of Elko Fiscal Year 2019/2020 Indebtedness Report, Debt Management Policy, and Five-Year Capital Improvement Plan as required by NRS 350.013, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 22, 2020**
3. Agenda Category: **CONSENT AGENDA**
4. Time Required: **5 Minutes**
5. Background Information: **Pursuant to NRS 350.013, all entities must file the Indebtedness Report, an updated Debt Management Policy, and the Five-Year Capital Improvement Plan. The updated reports are included in the agenda packet for your review. JB**
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: **2020 CIP Plan and Debt Management Plan**
9. Recommended Motion: **Approve the City of Elko Fiscal Year 2019/2020 Indebtedness Report, Debt Management Policy, and Five-Year Capital Improvement Plan as submitted.**
10. Prepared By: **Jan Baum, Financial Services Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution:

INDEBTEDNESS REPORT  
As of June 30, 2020  
Postmark Deadline 8/01/2020Entity: City of ElkoDate: July 22, 2020**DEBT MANAGEMENT COMMISSION ACT (NRS 350.013)**

1. Has your local government issued any new General Obligation Bond issues since July 1, 2019? Yes ☐ No ☒

If so, amount: \_\_\_\_\_ Date: \_\_\_\_\_

2. Has your local government approved any new Medium-Term Obligation issues since July 1, 2019? Yes ☐ No ☒

If so, amount: \_\_\_\_\_ Date: \_\_\_\_\_

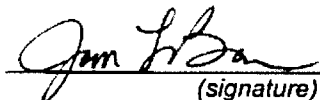
3. Has your local government updated its debt management policy? (Per NRS 350.013) If Yes, submit updated policy with Indebtedness Report or prepare a statement discussing the following areas: Yes ☒ No ☐

- A. Discuss the ability of your entity to afford existing and future general obligation debt.
- B. Discuss your entity's capacity to incur future general obligation debt without exceeding the applicable debt limit.
- C. Discuss the general obligation debt per capita of your entity as compared with the average for such debt of local governments in Nevada.
- D. Discuss general obligation debt of your entity as a percentage of **assessed valuation** of all taxable property within the boundaries of your entity. (REDBOOK FY 2019-2020)
- E. Present a policy statement regarding the manner in which your entity expects to sell its debt.
- F. Discuss the sources of money projected to be available to pay existing and future general obligation debt.
- G. Discuss the operating costs and revenue sources with each project.

If No, please provide a brief explanation.

4. Has your local government updated its five-year capital improvement plan? Yes ☒ No ☐  
(Required pursuant to NRS 350.013, 354.5945 & 354.5947)

Submitted By:

  
(signature)

775-777-7140

(Phone number)

## SCHEDULE OF INDEBTEDNESS REPORT

For June 30, 2020

Postmark Deadline 8/1/2020



Entity: City of Elko

CHECK HERE IF YOUR ENTITY HAS NO OUTSTANDING DEBT

**GENERAL OBLIGATION BONDS**

1. General obligation	
2. General obligation/revenue	14,750,000
3. General obligation special assessment	
Total general obligation bonded debt	14,750,000

**MEDIUM-TERM OBLIGATIONS**

1. General Obligation bonds	1,585,000
2. Negotiable notes or bonds	
3. Capital lease purchases	
Total medium-term obligation debt	1,585,000

**REVENUE BONDS****OTHER DEBT**

1. Capital lease purchases-MTO not required or prior to law change
2. Mortgages
3. Warrants
4. Special Assessments
5. Other (specify)
6. Other (specify)

Total other debt

**TOTAL INDEBTEDNESS**

16,335,000

Authorized but unissued general obligation bonds

Note: Please explain and provide documentation for any differences between the amounts reported on this schedule and those reported on Schedule C-1 of your Final Fiscal Year 2020-2021 budget.



Entity: \_\_\_\_\_

For the next five years, list the total dollar requirement for principal and interest broken down for each type of indebtedness the entity currently has outstanding.

	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>
<b><u>General Obligation Bonds</u></b>					
G/O Bonds					
G/O Revenue	\$ 1,673,583	\$ 1,677,440	\$ 1,676,148	\$ 1,677,006	\$ 1,660,487
G/O Special Assessment					
<b><u>Medium-Term Obligation</u></b>					
G/O Bonds	\$ 337,231	\$ 335,313	\$ 333,281	\$ 336,081	\$ 333,713
Notes/Bonds					
Leases/ Purchases					
<b><u>Revenue Bonds</u></b>					
<b><u>Other Debt</u></b>					
Other Lease Purchases					
Mortgages					
Warrants					
Special Assessments					
Other Debt					
<b>TOTAL</b>	<b>\$ 2,010,814</b>	<b>\$ 2,012,753</b>	<b>\$ 2,009,429</b>	<b>\$ 2,013,087</b>	<b>\$ 1,994,200</b>

**SCHEDULE OF DEBT REPAYMENT**

As of June 30, 2020

Postmark Deadline 8/1/2020



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The repayment schedules should start with the payment of principal and interest due **after June 30, 2020** and continue until any particular issue is retired.





Entity: \_\_\_\_\_

## CONTEMPLATED GENERAL OBLIGATION DEBT

(1) PURPOSE	(2) TYPE	(3) AMOUNT	(4) TERM	(5) FINAL PAYMENT DATE	(6) INTEREST RATE

## SPECIAL ELECTIVE TAX

PURPOSE	TYPE	RATE	ELECTION DATE	EXPIRATION DATE	IMPLEMENTATION DATE

# **City of Elko**

## **DEBT MANAGEMENT POLICY**

Dated as of June 30, 2020

In Accordance with

NRS 350.013



## **Introduction**

The City of Elko (the "City") has a Capital Improvement Plan ("CIP") which is a multi-year planning document that identifies and prioritizes the need for a variety of public improvements and coordinates their financing and construction time frames. More specifically, the CIP is a process that provides order and continuity to the repair, replacement, construction or expansion of the City's capital assets. With revenue limitations in mind, the City's CIP focuses primarily on the City's more immediate needs.

Legislation (described herein) requires local governments to prepare a debt management policy prior to authorizing additional general obligation debt. This document is not intended to review the City's total financial position. Analysis of the City's debt position is important, as growth in the City has resulted in an increased need for capital financing. Resources, as well as needs, should drive the City's debt issuance program. Decisions regarding the use of debt will be based in part on the long-term needs of the City and the amount of equity (cash) dedicated in a given fiscal year to capital outlay.

Listed below are excerpts from Nevada law that requires local governments to submit a debt management policy:

*NRS 350.013 1. Except as otherwise provided in this section, on or before August 1 of each year, the governing body of a municipality which proposes to issue or has outstanding any general obligation debt, other general obligations or special obligations, or which levies or proposes to levy any special elective tax, shall submit to the Department of Taxation and the commission:*

*(a) A complete statement of current general obligation debt and special elective taxes, and a report of current debt and special assessments and retirement schedules, in the detail and form established by the Committee on Local Government Finance.*

*(b) A complete statement, in the detail and form established by the Committee on Local Government Finance, of general obligation debt and special elective taxes contemplated to be submitted to the commission during the fiscal year.*

*(c) A written statement of the debt management policy of the municipality, which must include, without limitation:*

*(1) A discussion of its ability to afford existing general obligation debt, authorized future general obligation debt and proposed future general obligation debt;*

*(2) A discussion of its capacity to incur authorized and proposed future general obligation debt without exceeding the applicable debt limit;*

*(3) A discussion of its general obligation debt that is payable from property taxes per capita as compared with such debt of other municipalities in this State;*

*(4) A discussion of its general obligation debt that is payable from property taxes as a percentage of assessed valuation of all taxable property within the boundaries of the municipality;*

*(5) Policy regarding the manner in which the municipality expects to sell its debt;*

*(6) A discussion of its sources of money projected to be available to pay existing general obligation debt, authorized future general obligation debt and proposed future general obligation debt, and*

*(7) A discussion of its operational costs and revenue sources, for the ensuing 5 fiscal years, associated with each project included in its plan for capital improvement submitted pursuant to paragraph (d), if those costs and revenues are expected to affect the property tax rate.*

## **General Obligation Bonds supported by Ad Valorem Taxes**

### **Security for the Bonds**

The ad valorem bonds constitute direct and general obligations of the City, and the full faith and credit of the City is pledged for the payment of principal and interest, subject to Nevada constitutional and statutory limitations on the aggregate amount of ad valorem taxes.

In any year in which the total property taxes levied within the County by all overlapping units (e.g. the State, any city, the County, the school district, or any special district) exceed such tax limitations, the reduction to be made by those units must be in taxes levied for purposes other than the payment of their bonded indebtedness, including interest on such indebtedness.

The City of Elko currently has no outstanding bond issues being supported with ad valorem taxes. The City's current operating tax rate is \$0.92 per \$100 of assessed valuation.

### **General Obligation Bonds Supported by Consolidated Tax Revenues**

#### **Security for the Bonds**

The Bonds are additionally secured by a pledge of certain tax revenues of the City. Per NRS 360.698, the City is authorized to pledge up to 15% of the Consolidated Tax Distribution Fund allocable to the City (the "Consolidated Tax Revenues"). The Consolidated Tax Distribution Fund consists of local government revenues from six sources (collectively, the "Consolidated Tax Revenues"): Supplemental City/County Relief Tax ("SCCRT"), Basic City/County Relief Tax ("BCCRT"), Cigarette Tax, Liquor Tax, Governmental Services Tax ("GST"), and Real Property Transfer Tax ("RPTT").

The following table provides the debt service requirements of the 2010 Street Bonds. There are no other bonds secured by the Consolidated Tax Revenues.

**2010 STREET BONDS  
DEBT SERVICE REQUIREMENTS  
Supported by Consolidated Tax Revenues  
City of Elko, Nevada**

<b>Fiscal Year Ending</b>	<b>Consolidated Tax Revenues (1)</b>	<b>% Growth</b>	<b>15% of Consolidated Tax Revenues</b>	<b>Debt Service (2)</b>			<b>Coverage (times)</b>
				<b>Principal</b>	<b>Interest</b>	<b>Total</b>	
2011	11,015,989	--	1,652,398	0	176,199	176,199	9.38
2012	13,106,740	18.98%	1,966,011	385,000	356,556	741,556	2.65
2013	13,521,334	3.16%	2,028,200	395,000	348,756	743,756	2.73
2014	12,152,603	-10.12%	1,822,890	405,000	340,756	745,756	2.44
2015	12,576,015	3.48%	1,886,402	410,000	332,606	742,606	2.54
2016	13,193,107	4.91%	1,978,966	420,000	324,044	744,044	2.66
2017	13,057,838	-1.03%	1,958,676	430,000	313,131	743,131	2.64
2018	13,743,950	5.25%	2,061,593	445,000	297,781	742,781	2.78
2019	13,859,569	0.84%	2,078,935	465,000	279,581	744,581	2.79
2020	12,683,216	-8.49%	1,902,482	485,000	260,581	745,581	2.55
2021	12,231,746	-3.56%	1,834,762	505,000	240,781	745,781	2.46
2022	12,231,746	0.00%	1,834,762	520,000	222,556	742,556	2.47
2023	12,231,746	0.00%	1,834,762	540,000	205,656	745,656	2.46
2024	12,231,746	0.00%	1,834,762	555,000	187,516	742,516	2.47
2025	12,231,746	0.00%	1,834,762	575,000	168,375	743,375	2.47
2026	12,231,746	0.00%	1,834,762	595,000	146,700	741,700	2.47
2027	12,231,746	0.00%	1,834,762	620,000	122,400	742,400	2.47
2028	12,231,746	0.00%	1,834,762	645,000	97,100	742,100	2.47
2029	12,231,746	0.00%	1,834,762	675,000	70,700	745,700	2.46
2030	12,231,746	0.00%	1,834,762	700,000	43,200	743,200	2.47
2031	12,231,746	0.00%	1,834,762	730,000	14,600	744,600	2.46
<b>Total</b>				<b>10,500,000</b>	<b>4,549,575</b>	<b>15,049,575</b>	

(1) Fiscal years 2011 through 2019 are actual, FY 2020 is estimated, FY 2021 is budgeted and fiscal years 2021 through 2031 show zero percent growth.

(2) True interest cost is 3.699%.

SOURCE: City of Elko; Compiled by NSB Public Finance

**CITY OF ELKO GENERAL FUND**  
**SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**Fiscal Year Ending June 30, 2020**

	2017	2018	2019	2020	2021
	(Actual)	(Actual)	(Actual)	(Estimated)	(Budget)
<b><u>Resources</u></b>					
Taxes	2,990,916	3,022,103	3,174,265	3,281,759	3,660,211
Licenses & Permits	1,626,787	1,926,521	1,926,919	2,021,115	1,763,392
Fines & Forfeits	114,464	78,312	87,899	80,203	86,353
Intergovernmental Revenue	13,352,210	14,429,020	15,089,292	13,789,461	13,282,269
Charges for Service	865,232	936,326	934,438	931,479	904,412
Interest Earnings	14,165	32,757	67,879	35,000	12,000
Miscellaneous	203,489	298,720	330,396	632,763	381,991
Total Revenues	19,167,263	20,723,759	21,611,088	20,771,780	20,090,628
Fund Balance July 1	4,305,759	4,500,225	5,144,108	6,048,351	5,118,432
Subtotal	23,473,022	25,223,984	26,755,196	26,820,131	25,209,060
Residual Equity Transfer	--	--	--	--	--
Net Resources Transferred	8,182	(1,053,808)	(414,043)	(419,813)	(770,908)
Proceeds from Sale of F/A	--	--	--	--	--
Proceeds for M/T Financing	--	--	--	--	--
Total Resources	23,481,204	24,170,176	26,341,153	26,400,318	24,438,152
<b><u>Expenditures and</u></b>					
<b><u>Encumbrances</u></b>					
General Government	2,255,979	2,223,150	2,410,726	2,593,456	2,709,670
Public Safety	10,150,217	10,249,453	11,398,757	11,707,152	12,030,995
Judicial	321,273	275,370	400,252	399,505	416,500
Public Works	4,235,632	4,246,619	4,112,537	4,468,004	4,816,515
Culture & Recreation	1,225,183	1,256,089	1,185,009	1,280,604	1,311,962
Community Support	99,362	105,011	70,511	110,011	91,011
Health	693,333	670,376	715,010	723,154	800,294
Contingency	--	--	--	--	332,654
Total Resources Applied	18,980,979	19,026,068	20,292,802	21,281,886	22,509,601
Fund Balance, June 30	4,500,225	5,144,108	6,048,351	5,118,432	1,928,551

**General Obligation Bonds Supported by Airport Revenues**

**Security for the Bonds**

The general obligation bonds supported with revenues from the City's Airport Enterprise Fund, constitute direct and general obligations of the City, and the full faith and credit of the City is pledged to the payment of principal and interest due thereon, subject to Nevada constitutional and statutory limitations on the aggregate amount of ad valorem taxes.

***Pledged Revenues*** - The Airport Bonds are additionally secured by the revenue received from a 2% transient lodging tax or fees otherwise derived from the works or property of the City after payment of reasonable and necessary costs for the operation and maintenance expenses of the City's Airport Enterprise Fund (the "Net Pledged Revenues").

The following table reflects the principal and interest payable on the 2009 G/O (Limited Tax) Airport Refunded Bonds through their maturity on October 1, 2026.

**SCHEDULED DEBT SERVICE PAYMENTS**  
**2009 G/O (Limited Tax) AIRPORT REFUNDED BONDS**  
**City of Elko, Nevada**

<b>Fiscal Year Ending June 30</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2020	225,000.00	102,166.25	327,166.25
2021	225,000.00	91,290.00	316,290.00
2022	245,000.00	79,571.25	324,571.25
2023	250,000.00	66,980.00	316,980.00
2024	270,000.00	53,577.50	323,577.50
2025	270,000.00	39,400.00	309,400.00
2026	290,000.00	24,380.00	314,380.00
2027	305,000.00	8,265.00	313,265.00

The following table demonstrates the debt service coverage for the bonds.

**2009 G/O AIRPORT REFUNDED BONDS**  
**DEBT SERVICE COVERAGE**

	<b>FY2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>
	<b>(Audited)</b>	<b>(Audited)</b>	<b>(Audited)</b>	<b>(Estimated)</b>	<b>(Budget)</b>
<b>Airport Fund</b>					
Intergovernmental Revenue	19,108	21,653	21,997	19,000	18,250
Charges for Services	242,000	273,230	334,291	268,338	238,000
Miscellaneous Revenue	1,198,935	696,425	741,986	634,254	593,150
<b>Total Airport Revenue</b>	<b>1,460,043</b>	<b>991,308</b>	<b>1,098,274</b>	<b>921,592</b>	<b>849,400</b>
 Room Tax Revenues	 320,837	 327,055	 331,197	 332,520	 336,290
 Less: Operating Expenses <sup>1</sup>	 714,151	 519,542	 576,563	 588,372	 709,103
<b>Pledged Revenues</b>	<b>1,066,729</b>	<b>798,821</b>	<b>852,908</b>	<b>665,740</b>	<b>476,587</b>
 <b>Annual Debt Service</b>	 <b>320,837</b>	 <b>327,055</b>	 <b>327,476</b>	 <b>327,166</b>	 <b>336,290</b>
 <b>Debt Coverage</b>	 <b>3.32</b>	 <b>2.44</b>	 <b>2.60</b>	 <b>2.03</b>	 <b>1.42</b>

<sup>1</sup> Operating expenses exclude depreciation, administration and ARFF services to the airport.

## **GENERAL OBLIGATION REVENUE BONDS SUPPORTED BY ROOM TAX REVENUES**

### **General Obligation Bonds Supported by Room Tax Revenues**

The City refunded the Series 2005 Recreational Facilities Bonds (the "2005 Bonds") in the amount of \$1,500,000 and authorized an additional \$6,500,000 in general obligation recreational facilities bonds for a total of \$8,000,000 in general obligation recreational facilities bonds in fiscal year 2016. The City is using the new money portion (\$6,500,000) of the authorized bonds to finance a portion of a new multi-use sports complex and to replace the irrigation system at the City's municipal golf course.

### **Security for the Bonds**

The 2015 Recreational Facilities Bonds (the "2015 Bonds") constitute a direct and general obligation of the City, and the full faith and credit of the city is pledged to the payment of principal and interest due thereon, subject to State constitutional and statutory limitations on the aggregate amount of ad valorem taxes.

The City imposes, pursuant to NRS 268.095 through 268.096, a charter and a City ordinance, a license for revenue upon all businesses operating a hotel, motel, apartment, time-share project, apartment hotel, vacation trailer park, campground, park for recreational vehicles and other accommodations for rent within the City. All of the room license taxes imposed by the City are referred to generically as the "Room Tax". The Room Tax is calculated based on the amount of gross income actually received from room rentals by each licensee from the renting of rooms except for rental of 28 days or longer and complimentary rooms which are provided at no cost to the occupant. Pursuant to City Ordinance No. 794, effective July 1, 2015, the Room Tax was increased from 12% to 14%, and the amount allocated to the City Recreation Fund was increased from 4% to 6%. Pursuant to the City ordinance imposing the Room Tax, the Room Tax at a rate of 6% (the "6% Tax") is deposited in the City Recreation Fund to be used to acquire, construct, improve and equip recreational facilities and to pledge to the repayment of bonded indebtedness issued for recreational facilities.

### Debt Service Requirements

The following table illustrates the debt service requirements on the City's general obligation bonds paid with the Pledged Revenues.

#### DEBT SERVICE PAID FROM PLEDGED REVENUES City of Elko, Nevada

Fiscal Year	Pledged Revenues <sup>1/</sup>		Principal	Interest <sup>2/</sup>	Total	Coverage (times)
	30-Jun	Revenue Growth				
2015	1,035,688	--				
2016	1,441,089	39.10%	285,000	122,273	407,273	3.54
2017	1,551,927	7.60%	355,000	254,763	609,763	2.55
2018	1,642,171	5.81%	365,000	244,113	609,113	2.70
2019	1,727,549	5.20%	375,000	233,163	608,163	2.84
2020	1,328,698	-23.09%	385,000	221,913	606,913	2.19
2021	1,478,380	11.27%	405,000	206,513	611,513	2.42
2022	1,684,375	13.93%	420,000	190,313	610,313	2.76
2023	1,684,375	0.00%	440,000	173,513	613,513	2.75
2024	1,684,375	0.00%	455,000	155,913	610,913	2.76
2025	1,684,375	0.00%	470,000	137,713	607,713	2.77
2026	1,684,375	0.00%	355,000	123,613	478,613	3.52
2027	1,684,375	0.00%	365,000	112,963	477,963	3.52
2028	1,684,375	0.00%	375,000	102,013	477,013	3.53
2029	1,684,375	0.00%	385,000	90,763	475,763	3.54
2030	1,684,375	0.00%	395,000	79,213	474,213	3.55
2031	1,684,375	0.00%	410,000	67,363	477,363	3.53
2032	1,684,375	0.00%	420,000	55,063	475,063	3.55
2033	1,684,375	0.00%	435,000	42,463	477,463	3.53
2034	1,684,375	0.00%	445,000	29,413	474,413	3.55
2035	1,684,375	0.00%	460,000	14,950	474,950	3.55
TOTAL			\$8,000,000	\$2,657,998	\$10,657,998	

<sup>1/</sup> Fiscal year 2015-2019 is actual, fiscal year 2020 is estimated and fiscal year 2021 is budgeted. Fiscal year 2016 reflects an increase in the Room Tax from 4% to 6% effective July 1, 2015. Future growth is

<sup>2/</sup> True interest cost is 2.536%

SOURCE: City of Elko; Compiled by Zions Public Finance

### Special Debt Requirements

In January 2002, pursuant to NRS 277.045 which states that any two or more political subdivisions of the State of Nevada may enter into a cooperative agreement for the performance of any governmental function including the payment of money; the City of Elko, Elko County and the City of Carlin entered into a Cooperative Agreement for the construction of a water line to supply potable water to the University of Nevada Fire Science Academy located just outside Carlin. The total project cost was \$1,350,000 of which \$1,000,000 was a federal grant. The remaining \$350,000 was the total grant match for



the project for which Carlin obtained a loan from the U.S. Department of Agriculture, Rural Development Agency bearing an interest rate of 5% and a term of 40 years.

The cooperative agreement specifies that the City of Elko and Elko County will each pay to the City of Carlin one-third the annual debt payment on the loan in the amount of \$6,800.00. The total annual debt requirement is \$20,398.00. Should connection fees for those connecting to the system cover the annual debt cost, no payment would be required from either the City of Elko or the County of Elko. Any proceeds from connections to the line would first be used to pay the City of Elko and Elko County for any amounts they have contributed to the City of Carlin. Any additional amounts can then be used to pay down the interest and principal on the remaining loan.

### **Statutory Debt Capacity**

State statutes limit the aggregate principal amount of the City's general obligation debt to 30% of the City's total assessed valuation (NRS 266.600). Based upon the assessed valuation for Fiscal Year 2020 of \$551,172,982 (including the assessed valuation of the Elko Redevelopment Agency), the City is limited to general obligation indebtedness in the aggregate amount of \$165,351,895 with \$16,335,000 of such debt to which the limit applies outstanding and proposed as of June 30, 2020.

The following table illustrates the City's general obligation statutory debt limitation.

#### **STATUTORY DEBT CAPACTIY CITY OF ELKO, NEVADA June 30, 2020**

Statutory Debt Limit <sup>1</sup>	\$165,351,895
Outstanding General Obligation Indebtedness	\$16,335,000
<b>Additional Statutory Debt Limitation</b>	<b>\$149,016,895</b>

<sup>1/</sup> Based upon the assessed valuation for fiscal year 2020 of \$551,172,982  
(including the City of Elko Redevelopment Agency).

SOURCE: City of Elko

### **Policy Statement - Debt Sales**

There are two ways bonds can be sold: competitive (public) or negotiated sale. NRS 350.155 to 350.195 sets forth the circumstances under which a local government will sell its bonds at competitive or negotiated sale. The City will follow the statutory requirements in determining the method of sale for its bonds. The Government Finance Officers Association also urges "competitive sales should be used to market debt whenever feasible".

Competitive and negotiated sales provide for one or more pricings, depending upon market conditions or other factors. Either method can provide for changing sale dates, issue size, maturity amounts, term, bond features, etc.

**Competitive Sale** - With a competitive sale, any interested underwriter(s) is invited to submit a proposal to purchase an issue of bonds. The bonds are awarded to the underwriter(s) presenting the best bid according to stipulated criteria set forth in the notice of sale. The best bid is usually determined based on the lowest overall interest rate. Competitive sales should be used for all issues unless circumstances dictate otherwise.

**Negotiated Sale** - A securities sale through an exclusive arrangement between the issuer and an underwriter or underwriting syndicate. At the end of successful negotiations, the issue is awarded to the underwriters.

Negotiated underwriting may be considered based upon one or more of the following criteria:

- Extremely large issue size
- Complex financing structure (i.e., variable rate financings, new derivatives and certain revenue issues, etc.) which provides a desirable benefit to the City.
- Comparatively lesser credit rating.
- Other factors which lead the City to conclude that a competitive sale would not be effective.

### **Operational Costs and Revenue Sources**

The funding and financing necessary to support the existing and proposed City of Elko general obligation debt come from ad valorem taxes, consolidated tax revenues, room tax revenues, and airport enterprise revenues. The operational costs and revenue sources associated with each project are determined based upon estimates of additional personnel, maintenance, supplies and utilities costs. The operational funding sources include the funding sources noted above that are available for capital improvements. In many cases, there is no additional operational cost for a capital improvement project since the new improvement is merely replacing an older one.

**Debt Service Fund Balance** - A debt service fund balance provides a ready reserve to meet current debt service payments should moneys not be available from current revenues. It is the City's policy to strive for a debt service fund balance equal to one year of principal and interest on its various debt issues.

**Refunding** - A refunding is generally the underwriting of a new bond issue whose proceeds are used to redeem an outstanding issue. Key definitions are described as follows:

**Advance Refunding** - A method of providing for payment of debt service on a bond until the first call date or designated call date from available funds. Advance refunding is done by issuing a new bond or using available funds and investing the proceeds in an escrow account in a portfolio of U.S. government securities structure to provide enough cash flow to pay debt service on the refunded bonds.

**Current Refunding** - The duration of the escrow is 90 days or less.

**Gross Savings** - Difference between debt service on refunding bonds and refunded bonds less any contribution from a reserve or debt service fund.

**Present Value Savings** - Present value of gross savings discounted at the refunding bond yield to the closing date plus accrued interest less any contribution from a reserve or debt service fund.

Prior to beginning a refunding bond issue, the city will review an estimate of the savings achievable from the refunding. The City may also review a pro forma schedule estimating the savings assuming that the refunding is done at various points in the future.

The City will generally consider refunding outstanding bonds if one or more of the following conditions exists:

1. Present value savings are at least 3% of the par amount of the refunding bonds.
2. The bonds to be refunded have restrictive or outdated covenants.
3. Restructuring debt is deemed to be desirable.

The City may pursue a refunding not meeting the above criteria if:

1. Present value savings exceed the costs of issuing the bonds.
2. Current savings are acceptable when compared to savings that could be achieved by waiting for more favorable interest rates and/or call premiums.

### **Debt Structuring**

**Maturity Structures** - The term of City debt issues should not extend beyond the useful life of the project or equipment financed. The repayment of principal on tax supported debt should generally not extend beyond 20 years unless there are compelling factors which make it necessary to extend the term beyond this point. Debt issues by the City should be structured to provide for generally level debt service. Deferring the repayment of principal should be avoided except in select instances where it will take a period of time before project revenues are sufficient to pay debt service.

**Bond Insurance** - Bond insurance is an insurance policy purchased by an issuer or an underwriter for either an entire issue or specific maturities, which guarantees the payment of principal and interest. This security provides a higher credit rating and thus a lower borrowing cost for an issuer.

Bond insurance can be purchased directly by the City prior to the bonds sale (direct purchase) or at the underwriter's option and expense (bidder's option). The City will attempt to qualify its bond issues for insurance with bond insurance companies rated AAA by Moody's Investors Service and Standard & Poor's Corporation.

The decision to purchase insurance directly versus bidder's option is based on:

- A volatile market.
- Current investor demand for insured bond.
- Level of insurance premiums.
- Ability of the City to purchase bond insurance from bond proceeds.

### **Financial Representative**

The name and address of the City's financial Representative is as follows:

Jan Baum  
Financial Services Director  
1751 College Avenue  
Elko, NV 89801  
Ph (775) 777-7140  
Fax (775) 777-7106

**City of Elko**  
**5 Year Capital Improvement Plan**  
**FY 2020-2021**

Minimum level of expenditure for items classified as capital assets \$ 5,000  
 Minimum level of expenditure for items classified as capital projects \$ 25,000

	FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024	FY 2024/2025	Source of Funding	Completion Date
<b><u>Recreation Fund</u></b>							
Parking Lot Maintenance	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	Transient Lodging Tax	On Going
Facility H Park (5th St Park) Parking Lot	\$300,000					Transient Lodging Tax	6/30/2021
Weed Abatement - Grazing	\$40,000	\$40,000	\$40,000	\$40,000		Transient Lodging Tax	On Going
Swimming Pool On Going Rehabilitation Projects	\$50,000	\$100,000	\$100,000	\$100,000	\$100,000	Transient Lodging Tax	On Going
Main Shop Exterior Metal		\$100,000				Transient Lodging Tax	6/30/2022
City Park Restroom Renovations		\$100,000	\$50,000	\$50,000		Transient Lodging Tax	6/30/2024
Flagview Drive, Warnick Field		\$150,000	\$500,000	\$100,000		Transient Lodging Tax	6/30/2024
Angel Park Pavilion				\$300,000		Transient Lodging Tax	6/30/2024
Stitzel Park Development				\$100,000		Transient Lodging Tax	6/30/2024
Newton Field Parking Lot				\$600,000		Transient Lodging Tax	6/30/2024
Kump Field Parking Lot				\$600,000		Transient Lodging Tax	6/30/2024
Chris Shemin Way Parking Lot					\$500,000	Transient Lodging Tax	6/30/2025
Main City Park Pavilion					\$300,000	Transient Lodging Tax	6/30/2025
Facility H Park (5th St Park) Parking Lot Expansion					\$100,000	Transient Lodging Tax	6/30/2025
Harp Trail - East of 12th St				\$20,000		Transient Lodging Tax	6/30/2024
Harp Trail Development-5th-9th Lighting				\$20,000		Transient Lodging Tax	6/30/2024
Harp Trail - West to Sports Complex				\$20,000		Transient Lodging Tax	6/30/2024
Cemetery-Niche Walls		\$50,000				Transient Lodging Tax	6/30/2022
<b>Total Recreation Fund</b>	<b>\$ 440,000</b>	<b>\$ 890,000</b>	<b>\$ 740,000</b>	<b>\$ 2,000,000</b>	<b>\$ 1,050,000</b>		
<b><u>Youth Recreation Fund</u></b>							
Field Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	Player Fees	6/30/2020
<b>Total Youth Recreation Fund</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		
<b><u>Municipal Court Adm Assessment Fund</u></b>							
Miscellaneous Court Equipment	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	Court Fines	On Going
<b>Total Municipal Court Fund</b>	<b>\$ 6,000</b>	<b>\$ 6,000</b>	<b>\$ 6,000</b>	<b>\$ 6,000</b>	<b>\$ 6,000</b>		
<b><u>Capital Construction Fund</u></b>							
Cedar Street Phase III	\$2,000,000					Ad Valorem Tax, Franchise Fees & Land Sales	6/30/2021
Historic Rock Wall Maintenance		\$20,000	\$20,000	\$20,000	\$20,000	Ad Valorem Tax, Franchise Fees & Land Sales	On Going
Silver Street Extension, 15th to Manzanita		\$250,000	\$250,000			Ad Valorem Tax, Franchise Fees & Land Sales	6/30/2023
Spruce Road Mill and Fill		\$400,000				Ad Valorem Tax, Franchise Fees & Land Sales	6/30/2022
Pinon and Lamoille Highway Signal		\$250,000				Ad Valorem Tax, Franchise Fees & Land Sales	6/30/2022
W Jennings and Mountain City Highway Signal			\$250,000			Ad Valorem Tax, Franchise Fees & Land Sales	6/30/2023
River Street			\$750,000	\$750,000	\$750,000	Ad Valorem Tax, Franchise Fees & Land Sales	6/30/2025
5th and Spruce Roundabout				\$500,000		Ad Valorem Tax, Franchise Fees & Land Sales	6/30/2024
<b>Total Capital Construction Fund</b>	<b>\$ 2,000,000</b>	<b>\$ 920,000</b>	<b>\$ 1,270,000</b>	<b>\$ 1,270,000</b>	<b>\$ 770,000</b>		
<b><u>Ad Valorem Capital Projects Fund</u></b>							
Pool Repair/New Roof	\$450,000					Ad Valorem Capital Projects Tax	6/30/2021
New Admin building		\$750,000				Ad Valorem Capital Projects Tax	6/30/2022
Construction Projects			\$200,000	\$200,000	\$200,000	Ad Valorem Capital Projects Tax	On Going
<b>Total Ad Valorem Capital Projects Fund</b>	<b>\$ 450,000</b>	<b>\$ 750,000</b>	<b>\$ 200,000</b>	<b>\$ 200,000</b>	<b>\$ 200,000</b>		
<b><u>Facility Reserve Fund</u></b>							
Siding for Park Shop	\$75,000					Transfer from General Fund	6/30/2021
Fire Station 2 - Air Compressor	\$80,000					Transfer from General Fund	6/30/2021
Fire Station 2 - Bay Heaters	\$25,000					Transfer from General Fund	6/30/2021
Fire Station 2 - Windows	\$15,150					Transfer from General Fund	6/30/2021
Air Conditioner at Golf Course	\$20,000					Transfer from General Fund	6/30/2021
City Hall Boiler		\$100,000				Transfer from General Fund	6/30/2022
Acquire Water Shop		\$300,000	\$300,000			Transfer from General Fund	6/30/2023
Backflow Prevention for City Buildings	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	Transfer from General Fund	On Going
<b>Total Facility Reserve Fund</b>	<b>\$ 240,150</b>	<b>\$ 425,000</b>	<b>\$ 325,000</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>		
<b><u>Capital Equipment Reserve Fund</u></b>							
Building Dept Vehicle - Lease	\$ 15,957					CTax Revenue & Property Tax	6/30/2020
Cemetery - 60" Mower	\$ 14,200					CTax Revenue & Property Tax	6/30/2020

**City of Elko**  
**5 Year Capital Improvement Plan**  
**FY 2020-2021**

Minimum level of expenditure for items classified as capital assets \$ 5 000  
 Minimum level of expenditure for items classified as capital projects \$ 25 000

	FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024	FY 2024/2025	Source of Funding	Completion Date
Clerk's Office - On-base document management storage	\$ 30,520					CTax Revenue & Property Tax	6/30/2020
Facilities - Grid Smart Detection	\$ 48,000					CTax Revenue & Property Tax	6/30/2021
Facilities - Battery Backup System	\$ 9,000					CTax Revenue & Property Tax	6/30/2021
Fire Dept - Radios	\$ 162,765					CTax Revenue & Property Tax	6/30/2021
Fire Dept - Defibrillator	\$ 70,000					CTax Revenue & Property Tax	6/30/2021
Police Dept - Radios	\$ 159,000					CTax Revenue & Property Tax	6/30/2021
IT - Infrastructure Upgrades	\$ 67,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	CTax Revenue & Property Tax	On Going
IT - non-capital equipment (computers)	\$ 18,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	CTax Revenue & Property Tax	On Going
IT - Air Fiber	\$ 16,500					CTax Revenue & Property Tax	6/30/2021
Parks - Toro 16' Mower	\$ 102,000					CTax Revenue & Property Tax	6/30/2021
Parks - Tilt Deck Trailer	\$ 14,000					CTax Revenue & Property Tax	6/30/2021
Police Dept - 4 Leased Patrol Cars	\$ 203,163	\$ 203,163	\$ 203,163	\$ 203,163	\$ 203,163	CTax Revenue & Property Tax	6/30/2021
Police Dept - Teleconference Equipment	\$ 25,000					CTax Revenue & Property Tax	6/30/2021
Streets - Tow behind Air Compressor	\$ 24,000					CTax Revenue & Property Tax	6/30/2021
Fire Dept - Radio Upgrade Phase II		\$ 156,000				CTax Revenue & Property Tax	6/30/2022
Parks - SandPro 3040		\$ 22,000				CTax Revenue & Property Tax	6/30/2022
Police - Capture Kit		\$ 8,300				CTax Revenue & Property Tax	6/30/2022
Clerk's Office - Agenda Management Software		\$ 30,000				CTax Revenue & Property Tax	6/30/2022
Streets - 5 Yard Dump Truck with plow		\$ 170,000				CTax Revenue & Property Tax	6/30/2022
Fire - Grant Match Fire Truck			\$ 85,000			CTax Revenue & Property Tax	6/30/2023
Police - Breaching Equipment			\$ 11,000			CTax Revenue & Property Tax	6/30/2023
Streets - Motor Grader			\$ 250,000			CTax Revenue & Property Tax	6/30/2023
Fire - Fire Vent Roof Prop			\$ 62,000			CTax Revenue & Property Tax	6/30/2023
Police - Bomb Squad Equipment			\$ 8,500			CTax Revenue & Property Tax	6/30/2023
Fire - Forecable Entry Door Prop				\$ 8,000		CTax Revenue & Property Tax	6/30/2024
Police - Evidence Vault Security				\$ 29,000		CTax Revenue & Property Tax	6/30/2024
	\$ 979,105	\$ 709,463	\$ 739,663	\$ 360,163	\$ 323,163		
<b><u>Elko Redevelopment Agency</u></b>							
Storefront Grant Program	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000		Tax Increment	On Going
Infrastructure Improvements		\$ 500,000				Tax Increment	On Going
Total Redevelopment Agency	\$ 50,000	\$ 550,000	\$ 50,000	\$ 50,000	\$ -		
<b><u>Public Improvement Development Fund</u></b>							
Public Improvements	\$ 5,000	\$ 5,000	\$ 5,000			Count Capital Assessments	On Going
Total Public Improvement Fund	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ -		
<b><u>Golf Course Enterprise Fund</u></b>							
Tree Replacement	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	User Fees	On Going
Clubhouse Masterplan Renovations		\$ 15,000				User Fees	6/30/2022
Cart Path Paving and Rehabilitation			\$ 30,000	\$ 150,000		User Fees	6/30/2024
Clubhouse Parking Lot Lighting			\$ 60,000			User Fees	6/30/2023
West Clubhouse Parking Lot 6,000 SF			\$ 30,000			User Fees	6/30/2023
Covered Storage for Equipment				\$ 50,000		User Fees	6/30/2024
Sand Bunker Renovations 7					\$ 11,000	User Fees	6/30/2025
Tee Box Renovations					\$ 30,000	User Fees	6/30/2025
Total Golf Enterprise Fund	\$ 5,000	\$ 20,000	\$ 125,000	\$ 205,000	\$ 46,000	User Fees	
<b><u>Airport Enterprise Fund</u></b>							
Runway/Taxway/Apron Rehabilitation	\$ 500,000					Federal Grants	6/30/2021
Snow Removal Equipment, Land Acquisition	\$ 445,000					Federal Grants	6/30/2021
Construct EFD/ARFF Fire Training Academy Facility		\$ 2,560,000				Federal Grants	6/30/2022
Expand Commercial Apron/GA Apron			\$ 7,000,000			Federal Grants	6/30/2023
Rehabilitate Commercial Service Apron				\$ 4,266,667		Federal Grants	6/30/2024
ARFF Truck					\$ 800,000	Federal Grants	6/30/2025
Total Airport Enterprise	\$ 945,000	\$ 2,560,000	\$ 7,000,000	\$ 4,266,667	\$ 800,000		
<b><u>Landfill Enterprise Fund</u></b>							
34' X 122" Scales	\$ 175,000					User Fees	6/30/2021
New Equipment - Dozer	\$ 525,000					User Fees	6/30/2021
New 825 Compactor Engine	\$ 92,000					User Fees	6/30/2021
8 - 10 Panels Mobile Litter Fencing		\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	User Fees	On Going

**City of Elko**  
**5 Year Capital Improvement Plan**  
**FY 2020-2021**

Minimum level of expenditure for items classified as capital assets \$ 5 000  
 Minimum level of expenditure for items classified as capital projects \$ 25 000

	FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024	FY 2024/2025	Source of Funding	Completion Date
Public Drop-Off Area		\$ 225,000				User Fees	6/30/2022
New Equipment - Loader			\$ 350,000			User Fees	6/30/2023
Compactor Replacement				\$ 600,000		User Fees	6/30/2024
Water Truck					\$ 400,000	User Fees	6/30/2025
Hydro Seed Trailer					\$ 50,000	User Fees	6/30/2025
<b>Total Landfill Fund</b>	<b>\$ 792,000</b>	<b>\$ 275,000</b>	<b>\$ 400,000</b>	<b>\$ 660,000</b>	<b>\$ 600,000</b>		
<b><u>Water Enterprise Fund</u></b>							
Water Line Oversize	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	User Fees	On Going
Water Distribution O & M Manual (NDEP Required)	\$ 25,000					User Fees	6/30/2021
Combined Water/Sewer Shop and Lab	\$ 4,400,000					User Fees	6/30/2021
SCADA Upgrades Pressure Transmitters & Water Level Sensors	\$ 100,000					User Fees	6/30/2021
AVT Large Valve 18" Complete Service Kitw/ Hydraulic Motor	\$ 150,000					User Fees	6/30/2021
4th Street Alley Project	\$ 200,000					User Fees	6/30/2021
New shop offices, furniture, office supplies, shelving, work benches	\$ 100,000					User Fees	6/30/2021
Skid Mount Valve and Hydrant Exerciser and declorination flushing		\$ 80,000				User Fees	6/30/2022
Water Tank Interior Coatings		\$ 500,000		\$ 500,000	\$ 500,000	User Fees	On Going
River Street Water Main		\$ 230,000	\$ 230,000			User Fees	6/30/2023
Exit 298 Waterline Phase 2 - Section 18 to Mtn City Hwy		\$ 1,300,000				User Fees	6/30/2022
WRF Generator for Well I-96		\$ 200,000				User Fees	6/30/2022
5600 Tank			\$ 2,000,000			User Fees	6/30/2023
Well 12 Electrical Upgrades and Building			\$ 200,000			User Fees	6/30/2023
Drill Well Exit 298				\$ 1,800,000		User Fees	6/30/2024
Undefined Capital Projects					\$ 1,500,000	User Fees	6/30/2025
<b>Total Water Fund</b>	<b>\$ 5,015,000</b>	<b>\$ 2,350,000</b>	<b>\$ 2,470,000</b>	<b>\$ 2,340,000</b>	<b>\$ 2,040,000</b>		
<b><u>Sewer Enterprise Fund</u></b>							
Golf Course Pond Liner	\$850,000					User Fees	6/30/2021
Hook Lift Truck with Flat Deck Skids for Traffic Control/ C12 Tank/Jetter	\$175,000					User Fees	6/30/2021
Sewer Camera Van Upgrades	\$50,400					User Fees	6/30/2021
F150 Truck	\$45,000					User Fees	6/30/2021
North Reservoir Liner Inspection/Repairs	\$100,000		\$100,000			User Fees	on-going
New Combined Shop	\$4,400,000					User Fees	6/30/2021
West Primary Clarifier Recoating	\$150,000					User Fees	6/30/2021
New shop offices, furniture, office supplies shelving, work benches	\$100,000					User Fees	6/30/2021
Ruby Vista Sewer Extension	\$250,000					User Fees	6/30/2021
Sewer Main Oversize	\$40,000					User Fees	6/30/2021
WRF Asphalt Sealing	\$20,000					User Fees	6/30/2021
RIB Scarification		\$75,000	\$75,000	\$75,000	\$75,000	User Fees	On Going
RIB 8C overflow system to RIB 2A		\$20,000		\$250,000		User Fees	On Going
Slip Line Sewer		\$150,000				User Fees	6/30/2022
Exit 298 Sewer Force Main & Lift Station		\$3,750,000				User Fees	6/30/2022
New Card Reader System at Dump Station-Dprec		\$50,000				User Fees	6/30/2022
South Reservoir Liner Inspection/Repairs		\$100,000		\$100,000		User Fees	On Going
BioTower Removal		\$275,000				User Fees	6/30/2022
New Truck (Replace 2011 Toyota)		\$45,000				User Fees	6/30/2022
Secondary Digester Replace Deteriorated Draft Tubes		\$575,000				User Fees	6/30/2022
Secondary Digester Replace Deteriorated dome insulation		\$75,000				User Fees	6/30/2022
New Shop Parking Lot Pavement		\$500,000				User Fees	6/30/2022
STM Internal Recycle Pumps Replacement		\$500,000				User Fees	6/30/2022
RIB 4B overflow system to RIB 1B			\$250,000			User Fees	6/30/2023
Primary Digester Dome Replace			\$750,000			User Fees	6/30/2023

**Elko City Council  
Agenda Action Sheet**

1. Title: **Consideration and possible authorization for Staff to solicit bids for a Revenue Collection System for the public parking lot at the Elko Regional Airport, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 28, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **The public parking lot at the Elko Regional Airport is controlled by an automated ticketed pay system that was installed in 2003. Currently the system is past its useful life and needs to be replaced. The vendor that supplied the system is no longer able to provide assistance when issues arise from the different components failing. In addition, the current system does not meet the national standard for credit card chip reader acceptance. JF**
6. Budget Impact Statement:  

Appropriation Required:  
Budget amount available: **\$180,000.00**  
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Move to authorize Staff to go to bid for a Revenue Collection System for the public parking lot at the Elko Regional Airport.**
10. Prepared By: **Jim Foster, Airport 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 issuance of final acceptance for the WRF East Primary Clarifier Recoating Project 2020, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 28, 2020**
3. Agenda Category: **APPROPRIATION**
4. Time Required: **5 Minutes**
5. Background Information: **MMI Tank and Industrial Services has completed the clarifier recoating project. Staff recommends the issuance of final acceptance. There was one change order deduction in the amount \$8,478.75. MH**
6. Budget Information:  

Appropriation Required: **\$36,670.90**  
Budget amount available: **\$96,155.00**  
Fund name: **WRF**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Move to issue final acceptance**
10. Prepared By: **Dale Johnson, Utilities Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution:



**Elko City Council  
Agenda Action Sheet**

1. Title: **Review, consideration, and possible ratification of Staff's approval for Faulstich and Rand Construction to cut a street, which is on the Five Year No Cut List, located at the intersection of Hot Springs Road and STP Road. FOR POSSIBLE ACTION**
2. Meeting Date: **July 28, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **5 Minutes**
5. Background Information: **Due to the construction of the new Water/Waste Water Shop, this street cut was unavoidable. DS**
6. Budget Information:  

Appropriation Required: **N/A**  
Budget amount available:  
Fund name:
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information:
9. Recommended Motion: **Ratify Staff's approval for Faulstich and Rand Construction to cut the intersection of Hot Springs Road and STP Road.**
10. Prepared By: **Dennis Strickland, Public Works Director**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **Faulstich and Rand Construction**

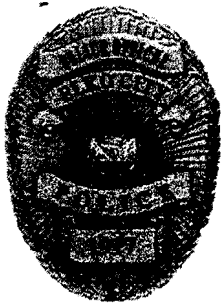
**Elko City Council**  
**Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a Ratification of Transfer of Airplane Hanger Buildings (B5 & B6) and agreement to Transfer a Lease at Elko Airport. FOR POSSIBLE ACTION**
2. Meeting Date: **July 28, 2020**
3. Agenda Category: **NEW BUSINESS**
4. Time Required: **15 Minutes**
5. Background Information: **On June 19, 2020 the City of Elko sent a Notice of Default to the Galen Schorch, Trustee for Park R. Blair Trust regarding hangers B5 and B6 giving them 30 days to cure the defaults. A ratification and agreement was reached between all parties and the hangar lease is being transferred to Mr. Jeff Dalling. 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: **Ratification and Transfer Agreement**
9. Recommended Motion: **Pleasure of the Council**
10. Prepared By: **Kelly Wooldridge, City Clerk**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Jeff Dalling**  
[jcdalling@hotmail.com](mailto:jcdalling@hotmail.com)

**Elko City Council  
Agenda Action Sheet**

1. Title: **Ratification of the Police Chief issuing a Regular Packaged Liquor License to Pedro Romero-Gaeta, DBA Tacos Las Brisas, located at 2172 Pinion Rd, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 28, 2020**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information: **N/A**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Approval of a Regular Packaged Liquor License, to Pedro Romero-Gaeta, DBA Tacos Las Brisas, located at 2172 Pinion Rd, Elko, NV 89801.**
10. Prepared By: **Police Chief Ty Trouten**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Pedro Romero-Gaeta  
2172 Pinion Rd  
Elko, NV 89801**



## ELKO POLICE DEPARTMENT

Ty Trouten  
Police Chief

1448 Silver Street  
Elko, Nevada 89801  
775.777.7310  
775.738.1415 Fax  
www.elkocity.com

TT  
7/10

DATE: July 9, 2020  
TO: Curtis Calder, City Manager  
FROM: Ty Trouten, Police Chief  
SUBJECT: Packaged Liquor License Application in the name of Tacos Las Brisas, LLC, located at 2172 Pinion Rd, Elko, NV 89801

On June 26, 2020, Pedro Romero-Gaeta made application for a Packaged Liquor License in the name of Tacos Las Brisas, LLC, located at the above address.

Mr. Romero-Gaeta has successfully completed the required background investigation.

I am requesting the Elko City Council approve the request for a Packaged Liquor License in the name of Tacos Las Brisas, LLC, located at 2172 Pinion Rd, Elko, NV 89801.

TT/tle

CC: Mayor Keener

# Elko City Council Agenda Action Sheet

1. Title: **Ratification of the Police Chief issuing a 30-day Temporary Packaged Liquor License and issue a Regular Packaged Liquor License, to Samra Gurpreet and Ethan Lipparelli, DBA Delivery Boys, LLC, located at 1657 Mountain City Highway Suite 104, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 28, 2020**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information: **N/A**
6. Budget Information:  
Appropriation Required: **N/A**  
Budget amount available: **N/A**  
Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Ratification of the Police Chief issuing a 30-day Temporary Packaged Liquor License and issue a Regular Packaged Liquor License, to Samra Gurpreet and Ethan Lipparelli, DBA Delivery Boys, LLC, located at 1657 Mountain City Highway Suite 104, Elko, NV 89801.**
10. Prepared By: **Police Chief Ty Trouten**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Samra Gurpreet** **Ethan Lipparelli**  
**625 Cortney Drive** **462 Idaho Street**  
**Elko, NV 89801** **Elko, NV 89801**



## ELKO POLICE DEPARTMENT

---

Ty Trouten  
Police Chief

1448 Silver Street  
Elko, Nevada 89801  
775.777.7310  
775.738.1415 Fax  
www.elkocity.com

DATE: July 21, 2020  
TO: Curtis Calder, City Manager  
FROM: Ty Trouten, Police Chief  
SUBJECT: Packaged Liquor License Application in the name of Delivery Boys LLC, located at 1657 Mountain City Hwy Suite 104, Elko, NV 89801

On July 6, 2020, Samra Gurpreet and Ethan Lipparelli made application for a Packaged Liquor License in the name of Delivery Boys LLC, located at the above address.

Mr. Gurpreet and Mr. Lipparelli have successfully completed the required background investigation.

I am requesting the Elko City Council approve the request for a Packaged Liquor License Application in the name of Delivery Boys LLC, located at 1657 Mountain City Hwy Suite 104, Elko, NV 89801.

TT/tle

CC: Mayor Keener

**Elko City Council  
Agenda Action Sheet**

1. Title: **Ratification of the Police Chief issuing a 33-day Temporary Retail and Caterer's Liquor License and issue a Regular Retail and Caterer's Liquor License, to Gary Lamb and Ted Lamb, DBA Shutters Hotel Elko, located at 3650 E. Idaho Street, Elko, NV 89801, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 28, 2020**
3. Agenda Category: **PETITION**
4. Time Required: **5 Minutes**
5. Background Information: **N/A**
6. Budget Information:  
    Appropriation Required: **N/A**  
    Budget amount available: **N/A**  
    Fund name: **N/A**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **N/A**
9. Recommended Motion: **Ratification of the Police Chief issuing a 33-day Temporary Retail and Caterer's Liquor License and issue a Regular Retail and Caterer's Liquor License, to Gary Lamb and Ted Lamb, DBA Shutters Hotel Elko, located at 3650 E. Idaho Street, Elko, NV 89801.**
10. Prepared By: **Police Chief Ty Trouten**
11. Committee/Other Agency Review:
12. Council Action:
13. Council Agenda Distribution: **Gary and Ted Lamb  
7114 E. Stetson Drive  
Scottsdale, AZ 85231**



## ELKO POLICE DEPARTMENT

---

Ty Trouten  
*Police Chief*

1448 Silver Street  
Elko, Nevada 89801  
775.777.7310  
775.738.1415 Fax  
[www.elkocity.com](http://www.elkocity.com)

DATE: July 21, 2020  
TO: Curtis Calder, City Manager  
FROM: Ty Trouten, Police Chief  
SUBJECT: Retail and Caterer's Liquor License Application in the name of Shutters Hotel Elko, located at 3650 E. Idaho Street, Elko, NV 89801

On June 25, 2020, Gary and Ted Lamb made application for a Retail and Caterer's Liquor License in the name of Shutters Hotel Elko, located at the above address.

Gary and Ted Lamb have successfully completed the required background investigation.

I am requesting the Elko City Council approve the request for a Retail and Caterer's Liquor License Application in the name of Shutters Hotel Elko, located at 3650 E. Idaho Street, Elko, NV 89801.

TT/tle

CC: Mayor Keener



**Elko City Council**  
**Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval for White Cloud Communications Incorporated (White Cloud) to occupy approximately 4,700 feet of City owned conduit as shown on its plans for the Phase II Aspen and Murray Way project, generally extending from the northwest (I-80) corner of the airport security fence to Murray Way, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 28, 2020**
3. Agenda Category: **PETITION**
4. Time Required: **20 Minutes**
5. Background Information: **White Cloud Communications Incorporated (White Cloud) is requesting the utilization of City owned conduit extending from the northwest corner of the airport security fence to Murray Way under it franchise agreement with the City. White Cloud is proposing the installation of a 48 pair fiber cable in the conduit. White Cloud will be required to have at least one customer within 90 days of installation. White Cloud has indicated in its letter dated July 10, 2020 that the cable will occupy approximately 20% of the 2-inch conduit. SAW**
6. Budget Information:  
    Appropriation Required: **NA**  
    Budget amount available: **NA**  
    Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **White Cloud letter dated July 10, 2020, White Cloud Phase II Plans, Administrative approval of the Phase II plans dated July 15, 2020.**
9. Recommended Motion: **Move to approve White Cloud Communications Incorporated (White Cloud) to occupy approximately 4,700 feet of City owned conduit as shown on its plans for the Phase II Aspen and Murray Way project, generally extending from the northwest (I-80) corner of the airport security fence to Murray Way. The occupancy of the conduit does not prohibit an override by other providers or the City, which do not interfere with White Cloud's operations.**
10. Prepared By: **Scott A. Wilkinson, City of Elko Assistant City Manager**
11. Committee/Other Agency Review:
12. Council Action:
13. Agenda Distribution: **David Skinner**  
    [dskinner@whitecloudcom.com](mailto:dskinner@whitecloudcom.com)



**WHITE CLOUD  
NETWORKS**  
*Wireless High-Speed Internet*

July 10, 2020

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

Dear Mr. Wilkinson,

Per our phone conversation on July 10th, 2020 with Dave Skinner, Dale Lotspeich, White Cloud Networks Nevada (WCNN) and Aaron Martinez, A&M Engineering.

This letter is a formal request from WCNN to utilize and occupy the unused Elko City conduit per the Elko City franchise agreement with WCNN. The conduit will be used to install a 48 pair fiber cable which allows WCNN to deliver bandwidth to businesses and other customers in the Elko Community.

During phase two of the project, WCNN is proposing to utilize 4700 feet of Elko City conduit and install 545 feet of new 1.5" conduit, along with several new pull boxes. Any placement of new conduit over 100' by WCNN will allow Elko City the opportunity to install its own conduit using WCNN Contractor and paying for time and materials needed to place Elko City conduit. WCNN expects to occupy roughly 20% of the existing unused Elko City 2" conduit with phase two and up to 80% as community internet needs increase. WCNN understands the franchise agreement is not exclusive, and that Elko City may grant approval for other Communication entities to pull in additional fiber cable over the top of the WCNN fiber.

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

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

Best Regards,

Joseph A. Shelton

White Cloud Networks Nevada CEO

663 MAIN AVENUE EAST  
TWIN FALLS, IDAHO 83301  
775-299-5440



Call Before You Dig!  
AVOID CUTTING  
UNDERGROUND UTILITIES

## JUNE 2020

[illegible]

APPROVED  
CITY OF ELKO ENGINEERING DEPT.

APPROVED BY Dr. Thulmont DATE 7/15/20  
☒ AS SHOWN  
☐ SEE NOTES

**OWNER/DEVELOPER:**

## WHITE CLOUD

**WHITE CLOUD COMMUNICATIONS INC.**  
ATTN: DAVE SKINNER  
633 MAIN AVE. EAST  
TWIN FALLS, ID. 83301  
PH.: (208) 733-5470  
FAX: (208) 735-1778

[illegible]

**ENGINEER**



**742 D STREET  
ELKO, NEVADA 89801  
PH.: (775) 738-3113  
FAX: (775) 738-6189**

[illegible]

PROFESSIONAL ENGINEER  
AARON K. MARTINEZ  
Exp: 12-31-21  
CIVIL  
No. 21636  
NEVADA

**SHEET INDEX:**

TITLE SHEET	C1
ASPEN & MURRAY WAY SITE PLAN	C1
MURRAY WAY PLAN & BORE PROFILE	C2
ASPEN WAY PLAN & TRENCH PROFILE	C3
DETAILS	D1

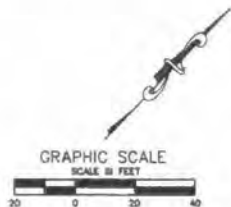
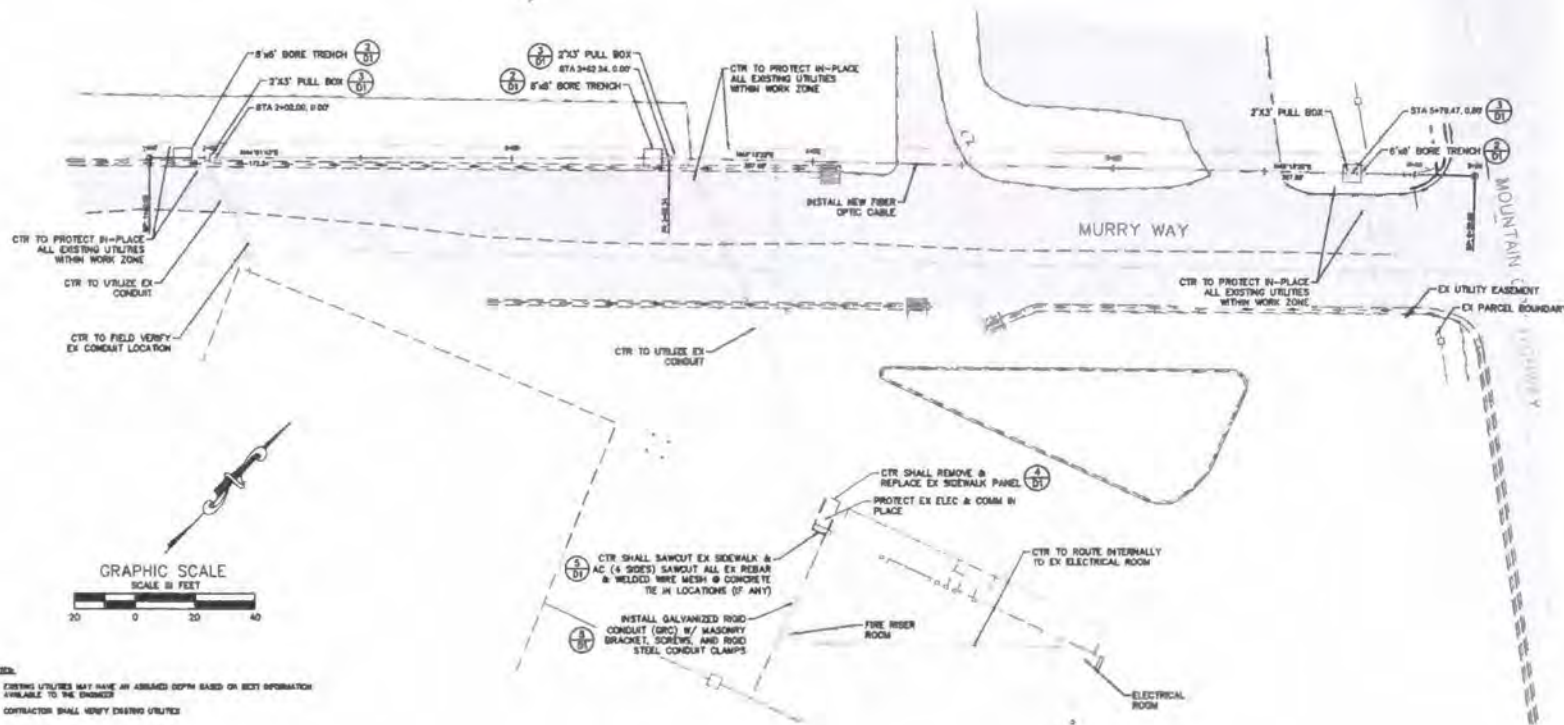
FIBER OPTIC PHASE II  
ASPEN & MURRAY WAY  
TITLE SHEET

C1

DATE:	JUNE 2000
DRAWN BY:	JAD
DESIGNED BY:	WEN
CHECKED BY:	APR
JOB NO:	2000-001

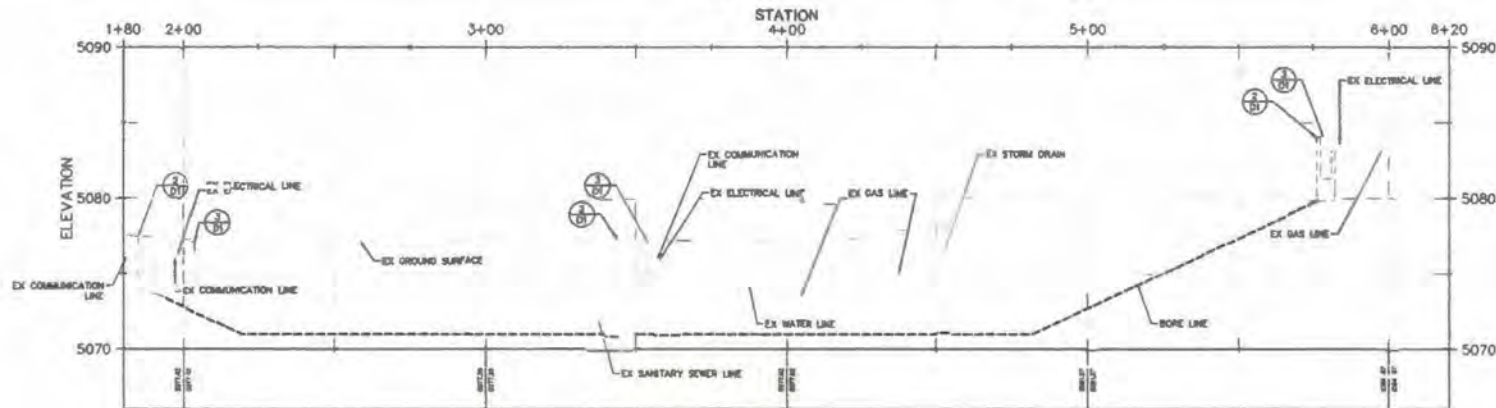






- NOTES:
- EXISTING UTILITIES MAY HAVE AN ABRADED DEPTH BASED ON BEST INFORMATION AVAILABLE TO THE ENGINEER
  - CONTRACTOR SHALL VERIFY EXISTING UTILITIES

MURRAY WAY STA:1+80 TO STA:6+20 (1)  
SCALE: 1"=40'



**ENGINEERING**

**AARON K. MARTINEZ**

Exp: 12-31-21

CIVIL

No. 21618

ENGINEERING

REGISTERED DESIGN ANALYSIS

CONSTRUCTION MANAGEMENT

CONSTRUCTION SURVEYING

MATERIALS TESTING

WHITECLOUD

**FIBER OPTIC PHASE II**

**MURRAY WAY**

**PLAN & BORE PROFILE**

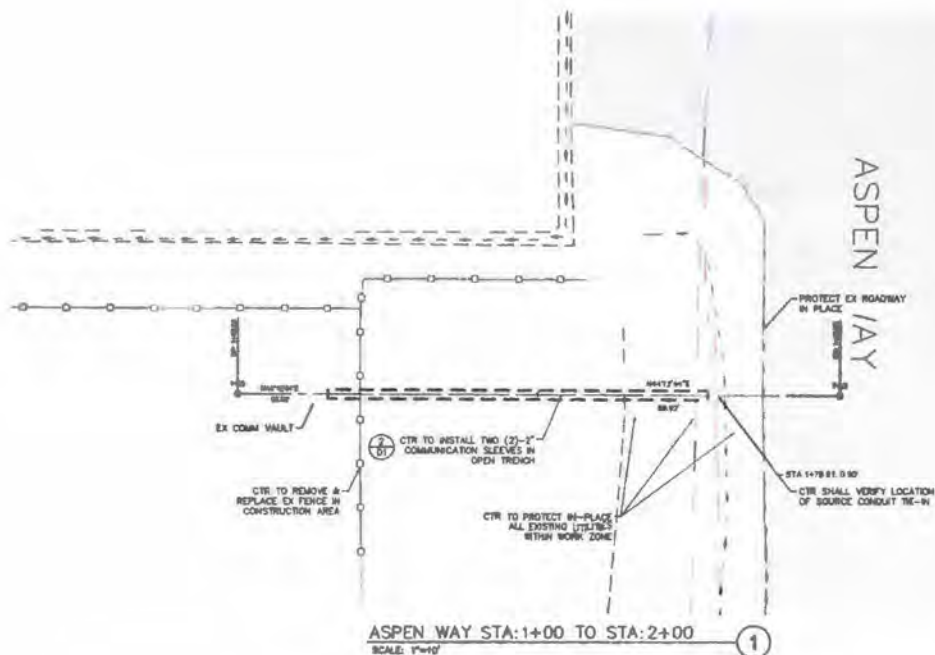
ELK COUNTY

ELK

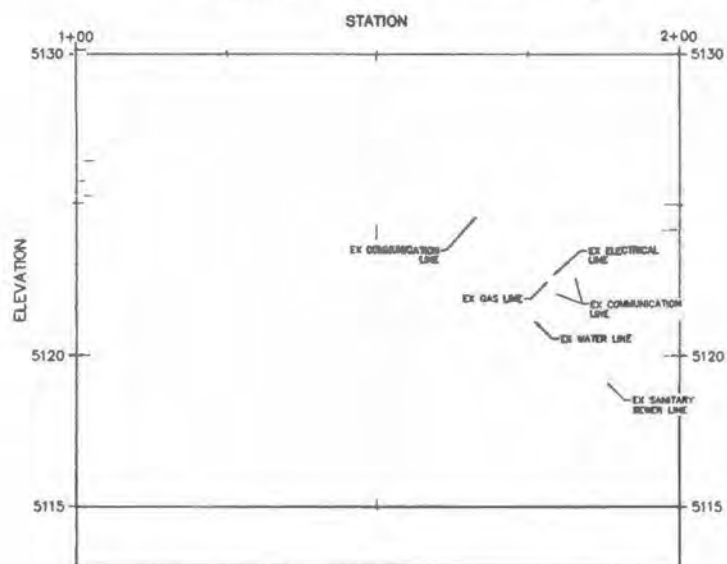
REV	DATE	DESCRIPTION

**C2**

DATE	JUNE 2023
DRAWN BY	JAM
DESIGNED BY	AWB
CHECKED BY	AWB
JOB NO.	2061209



ASPEN WAY STA: 1+00 TO STA: 2+00  
SCALE: 1"=40'



- NOTES
- EXISTING UTILITIES MAY HAVE AN ASSAIED DEPTH BASED ON BEST INFORMATION AVAILABLE TO THE ENGINEER.
  - CONTRACTOR SHALL VERIFY EXISTING UTILITIES.



**FIBER OPTIC PHASE II  
ASPEN WAY  
PLAN & TRENCH PROFILE**

WHITE CLOUD  
ELKO COUNTY  
NEVADA

REV	DATE	DESCRIPTION

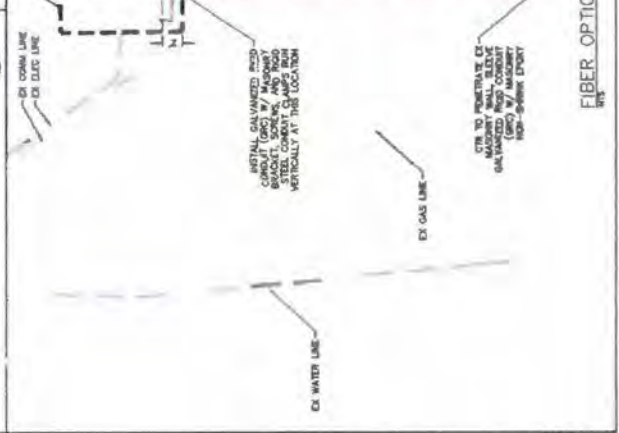
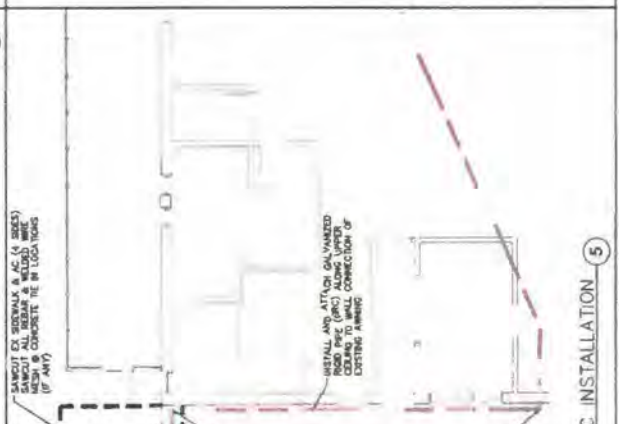
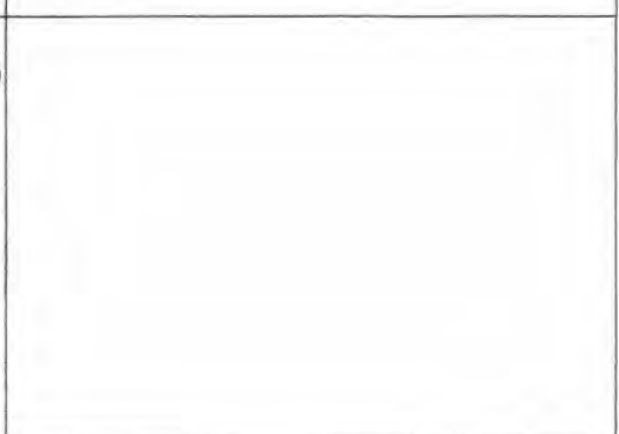
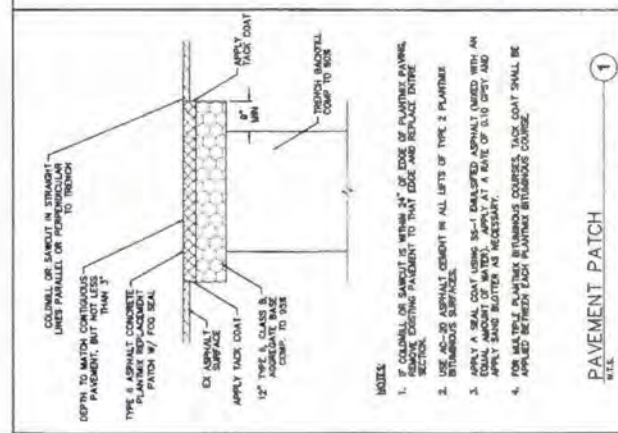
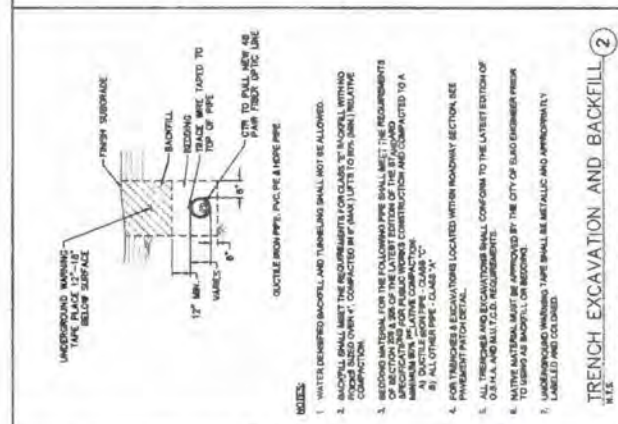
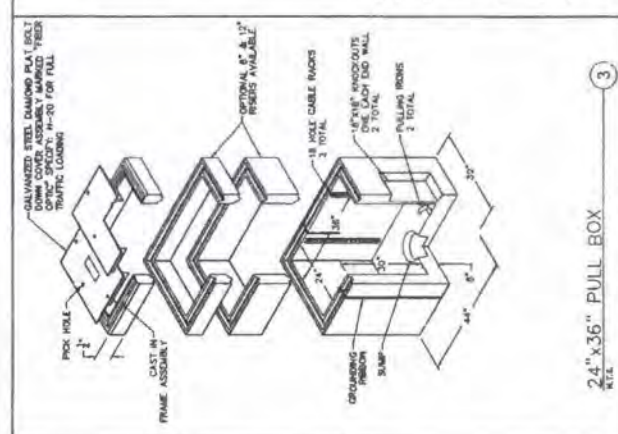
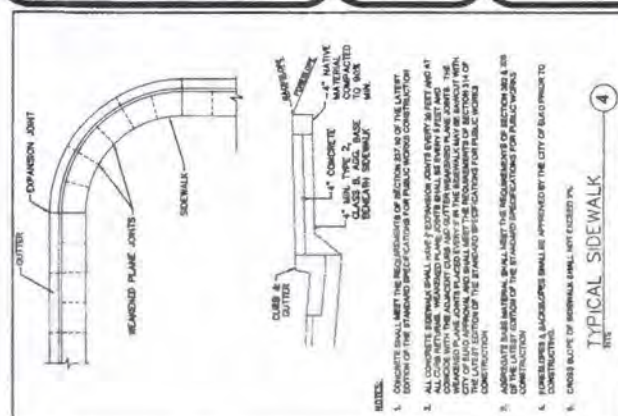
**C3**

DATE	APPROVED
DRAWN BY	JAS
DESIGNED BY	AMM
CHECKED BY	AMM
JOB NO.	200 000

**ENGINEERING**

200 D STREET  
ELKO, NEVADA 89801  
TEL: (775) 738-1100  
WWW.AMENGINEERING.COM

• ENGINEERING DESIGN & ANALYSIS  
• CONSTRUCTION MANAGEMENT  
• CONSTRUCTION SURVEYING  
• MATERIALS TESTING





City of Elko – Assistant City Manager  
1755 College Avenue  
Elko, NV 89801  
Telephone: 775.777.7211  
Facsimile: 775.777.7219

July 15, 2020

Mr. Aaron Martinez, P.E.  
AM Engineering  
742 D Street  
Elko, NV 89801

Re: White Cloud – Phase II Aspen & Murray Way

Dear Mr. Martinez,

The City of Elko as reviewed and approved the above referenced plans based on the following conditions:

1. City Council approval of the proposed use of City conduit as shown on the plans is required.
2. The area is within the airport property, and as such, the provider and its contractor is to coordinate **ALL** activities, inside or outside the security fence, with Jim Foster, the City of Elko Airport Director.
3. The proposed removal of security fencing is not allowed. The provider or its contractor is required to trench on either side of the fence and hand excavate under the fence.
4. The plans show two communication sleeves near Aspen Way. The section of conduit installation is noted at just under the 100-foot criteria requiring the provider to install and dedicate to the city a spare conduit under city code. The provider and its contractor are required to install the proposed conduits in a manner resulting in sufficient spacing for the installation of a third conduit. If there is insufficient space, the provider and its contractor shall install its own communication vaults. The provider and its contractor or to contact the City Engineering Department to field verify that the length is less than 100 feet. If the field verification shows the length at 100 feet or more, the provider is to install a 2-inch conduit for dedication to the City. The conduit required under City code is required to be connected the existing communication vault in a manner to be approved by the City. If there is insufficient space for the two proposed conduits and third conduit to be dedicated to the city, the provider will be required to install its own communication vaults. The provider is complete the attached reimbursement agreement if it wishes to be reimbursed for the cost of a conduit for dedication to the City.
5. As-built plans are required to be submitted to the City Engineering Department.



Please contact me at 775.777.7211 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott A. Wilkinson", with a stylized flourish at the end.

Scott A. Wilkinson

City of Elko, Assistant City Manager

CC: Dave Skinner – White Cloud Communications  
Jim Foster – Elko Airport Director  
Bob Thibault – Elko Civil Engineer/Surveyor  
City of Elko – File

**Elko City Council**  
**Agenda Action Sheet**

1. Title: **Review, consideration, and possible approval of a construction timeline proposed by TEB Properties, LLC/Snyder Mechanical with regard to completion of public improvements on Manzanita Lane frontage located at 4745 Manzanita Lane, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 28, 2020**
3. Agenda Category: **PETITION**
4. Time Required: **10 Minutes**
5. Background Information: **The previous occupant of the building located at 4745 Manzanita Lane, Redburn Tire Company, agreed to pave the portion of Manzanita Drive adjacent to their property in 2012, with the condition that the curb, gutter, and sidewalk be installed by the Ormaza Family Trust as agreed to in Deferral Agreement 3-02. A portion of the curb, gutter, and sidewalk was constructed in 2019, but has not yet been completed. Staff has reached out to representatives of the Ormaza Family Trust and has requested that the remaining portion of improvements be completed in 2020.**  
  
**Snyder Mechanical will be occupying the building starting in the Fall of 2020 and has asked to enter into a similar agreement as Redburn Tire Company to install the asphalt paving of Manzanita Lane within 12 months of completion of the curb, gutter, and sidewalk. 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: **Request Letter from TEB Properties, LLC/Snyder Mechanical dated July 20, 2020, Agenda Packet from September 25, 2012**
9. Recommended Motion: **Approval of the construction timeline proposed by TEB Properties, LLC/Snyder Mechanical in their letter dated July 20, 2020.**
10. Prepared By: **Michele Rambo, AICP, Development Manager**
11. Committee/Other Agency Review: **N/A**
12. Council Action:
13. Council Agenda Distribution: **TEB Properties, LLC  
472 South 640 East  
Pleasant Grove, UT 84062**

TEB Properties, LLC  
472 South 640 East  
Pleasant Grove, UT 84062

July 20, 2020

City of Elko  
Attn: Scott A. Wilkinson & Michele Rambo  
1751 College Avenue  
Elko, NV 89801

RE: 4745 Manzanita Drive

Mr. Wilkinson:

TEB Properties, LLC is in the process of closing on the commercial property located at 4745 Manzanita Drive, APN #001-860-101. The agreement is to lease this building exclusively to Snyder Mechanical. It is understood that the City has a deferral agreement, number 3-02, with the Ormaza Family Trust to install curb, gutter and sidewalk at the subject property. Presently, there remains approximately 80'+/- to install. The Ormaza Family Trust has agreed to complete it during the calendar year of 2020.

TEB Properties & Snyder Mechanical are working with other contractors to pave a thirty (30) foot wide strip of pavement approximately two hundred fifteen (215) feet long in front of the subject property. It is understood that the City of Elko will be paving a portion of Manzanita Drive that is directly west of the subject property in August of 2020. TEB Properties has discussed with the City of Elko to utilize the same contractor to complete the 30' x 215' strip during the same time frame. If this does not happen due to timing of the curb, gutter and sidewalk, TEB Properties requests 12 months from the time the curb, gutter and sidewalk are complete to finish the pavement strip.

Snyder Mechanical's intention is to operate its regular business operations from subject property starting in September or October of 2020.

Please feel free to contact us if there are any questions or concerns.

Sincerely,



Jared T. Bylund, Member

Agenda Item # IV. E.

**Elko City Council  
Agenda Action Sheet**

1. Title: Review, consideration and possible approval of a construction timeline proposed by Redburn Tire Company with regard to completion of public improvements on Manzanita Lane frontage located at 4745 Manzanita Lane, and matters related thereto. **FOR POSSIBLE ACTION**
2. Meeting Date: September 25, 2012
3. Agenda Category: (Please highlight)  
PERSONNEL UNFINISHED BUSINESS NEW BUSINESS SUBDIVISIONS APPROPRIATIONS  
REPORTS PUBLIC HEARINGS RESOLUTIONS AND ORDINANCES SPECIAL  
PRESENTATION PETITIONS, APPEALS, AND COMMUNICATIONS
4. Time Required: 10 Minutes
5. Background Information: Redburn Tire Company relocated its business to 4745 Manzanita Lane. Manzanita Lane is an unimproved roadway at this location. Staff and the business owners have discussed the requirement for roadway improvements at this location to accommodate the use of the property. The City of Elko entered into a Deferral Agreement (3-02) with Ormaza Family Trust. Redburn Tire Company has committed to paving improvements once the concrete improvements have been completed by the Ormaza Family Trust. Staff has requested the Ormaza Family Trust complete the work no later than October 2013 in its letter dated September 18, 2012.
6. Budget Information:  
  
Appropriation Required: NA  
Budget amount available: NA  
Fund name: NA
7. Business Impact Statement: Not Required
8. Supplemental Agenda Information: Redburn Tire Company letter dated September 13, 2102; Deferral Agreement 3-02; Staff Letter dated September 18, 2012.
9. Recommended Motion: Approval of the construction timeline proposed by Redburn Tire Company in its letter dated September 18, 2012 and direct Staff to include the unfinished portion of the roadway frontage in the 2013/2014 budget cycle for Council consideration.
10. Prepared By: Scott A. Wilkinson
11. Committee/Other Agency Review:
12. Council Action: (to be completed by City Clerk)
13. Agenda Distribution: Mr. Donald Löffler; Redburn Tire Company; Telephone: 602.272.7601; Fax: 602.233.2518

Created on



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

September 18, 2012

Mr. Pedro Ormaza  
225 Silver Street  
Elko, NV 89801

Re: Deferral Agreement 3-02

Dear Mr. Ormaza,

The City of Elko is requesting the completion of curb, gutter and sidewalk along the frontage of Manzanita Lane adjacent to property currently identified as APN 001 860-102 and APN 001-860-101. The improvements were deferred pursuant to Deferral Agreement 3-02 dated October 30, 2002. I have enclosed a copy of the agreement with this correspondence. The City is in the process of completing the roadway design for the area. The City expects to have the design completed by May 2013 and is requesting the completion of the work by October 2013.

Please contact me at 775.777.7217 if you have any questions.

Sincerely,

Scott A. Wilkinson  
City of Elko, Development Manager

CC: City of Elko - Jeremy Draper, P.E. w/o enclosure  
City of Elko – File

Enclosure(s):

1. Deferral Agreement dated October 30, 2002

# REDBURN TIRE CO.

3801 WEST CLARENDON  
P.O. BOX 14828 • PHOENIX, ARIZONA 85063  
TELEPHONE (602) 272-7601  
FAX (602) 233-2518  
www.redburntireco.com

September 13, 2012

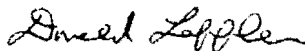
Mr. Scott Wilkinson  
Elko Development Department

Re: 4745 Manzanita Lane, Elko, NV.

Mr. Wilkinson

We understand that the City has a deferral agreement, number 3-02, with the Ormaza Family Trust for the curb, gutter and sidewalk at our new facility. Our expectation is that the City of Elko will pursue action on the deferral agreement to have the Ormaza Family Trust complete this work. Once this work is completed, Redburn Tire is willing to work with the City and agrees to pave a thirty (30) foot wide strip of pavement approximately two hundred fifteen (215) feet long in front of the property. Depending on the time of year, Redburn will complete the paving no later than twelve (12) months after the curb, gutter and sidewalk improvement is done.

Sincerely,



Donald Leffler  
Sec/Treas  
Redburn Tire Company

CONTINENTAL/GENERAL • MICHELIN • BRIDGESTONE/FIRESTONE • BFGOODRICH • DAYTON • YOKOHAMA • BANDAG

KINGMAN, AZ	TUCSON, AZ	MESA, AZ	YUMA, AZ	CORTEZ, CO	ALBUQUERQUE, NM	FARMINGTON, NM	EL PASO, TX	LAS VEGAS, NV	ELKO, NV
(928) 757-8300	(520) 571-1133	(480) 962-0435	(928) 726-2700	(970) 565-8418	(505) 344-2300	(505) 327-4703	(575) 589-1100	(702) 643-7033	(775) 777-3650

**AGREEMENT TO INSTALL CURB, GUTTER AND SIDEWALK  
IN CONSIDERATION FOR TEMPORARY WAIVER OF  
REQUIREMENT TO IMMEDIATELY INSTALL THE SAME**

THIS AGREEMENT made and entered into this 05 day of October, 2002  
between the **CITY OF ELKO**, a municipal corporation organized and existing under the laws of  
the State of Nevada, ("**the City**") and **ORMAZA FAMILY TRUST**, ("**the Owner**").

**RECITALS:**

1. The **Owner** is parceling certain property fronting Manzanita Lane, a collector street within the City of Elko.
2. The **Owner** has or will begin improvements to the real property that would require the installation of curb, gutter and sidewalk pursuant to provisions of the Elko City Code Section 2-4-3.
3. Pursuant to the provisions of Section 2-4-3 of the Elko City Code, the **Owner** has requested a temporary waiver of the requirement to install curb, gutter and sidewalk improvements along the respective street frontage of the subject parcel fronting on Manzanita Lane.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements and conditions between the parties, the parties agree as follows:

1. In consideration for **the City** temporarily waiving the requirement to immediately install curb, gutter and sidewalk along the Manzanita Lane frontage, the **Owner** agrees to begin installation of the said curb, gutter and sidewalk improvements along Manzanita Lane at such time as Manzanita Lane is reconstructed and within 90 days of a written request by **the City** to do so.
2. All such improvements shall be completed in accordance with the Elko City Code and the latest addition of the standard specifications for public works construction.
3. The final completion and acceptance of all improvements shall be subject to the approval of the Elko City Engineer's office. The City Engineer shall have the authority to suspend work wholly or in part if it deems necessary for the failure of **Owner** to comply with standard construction specifications of **the City**.
4. The **Owner** shall, during the entire period of time from now until the completion of all such improvements, defend, indemnify and hold harmless **the City** from any damages which may occur as a result of any extension of time for the installation of

such improvements or damages as it may occur during the installation and construction of such improvements.

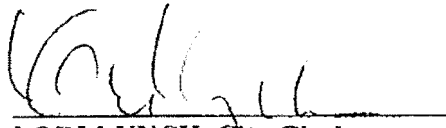
**THIS AGREEMENT** shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

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

**"the City"**  
**THE CITY OF ELKO**  
**a municipal corporation**

By:   
**MICHAEL J. FRANZOIA, Mayor**

**ATTEST:**

  
**LORI LYNCH, City Clerk**

**"the Owner"**

  
**ORMAZA FAMILY TRUST**

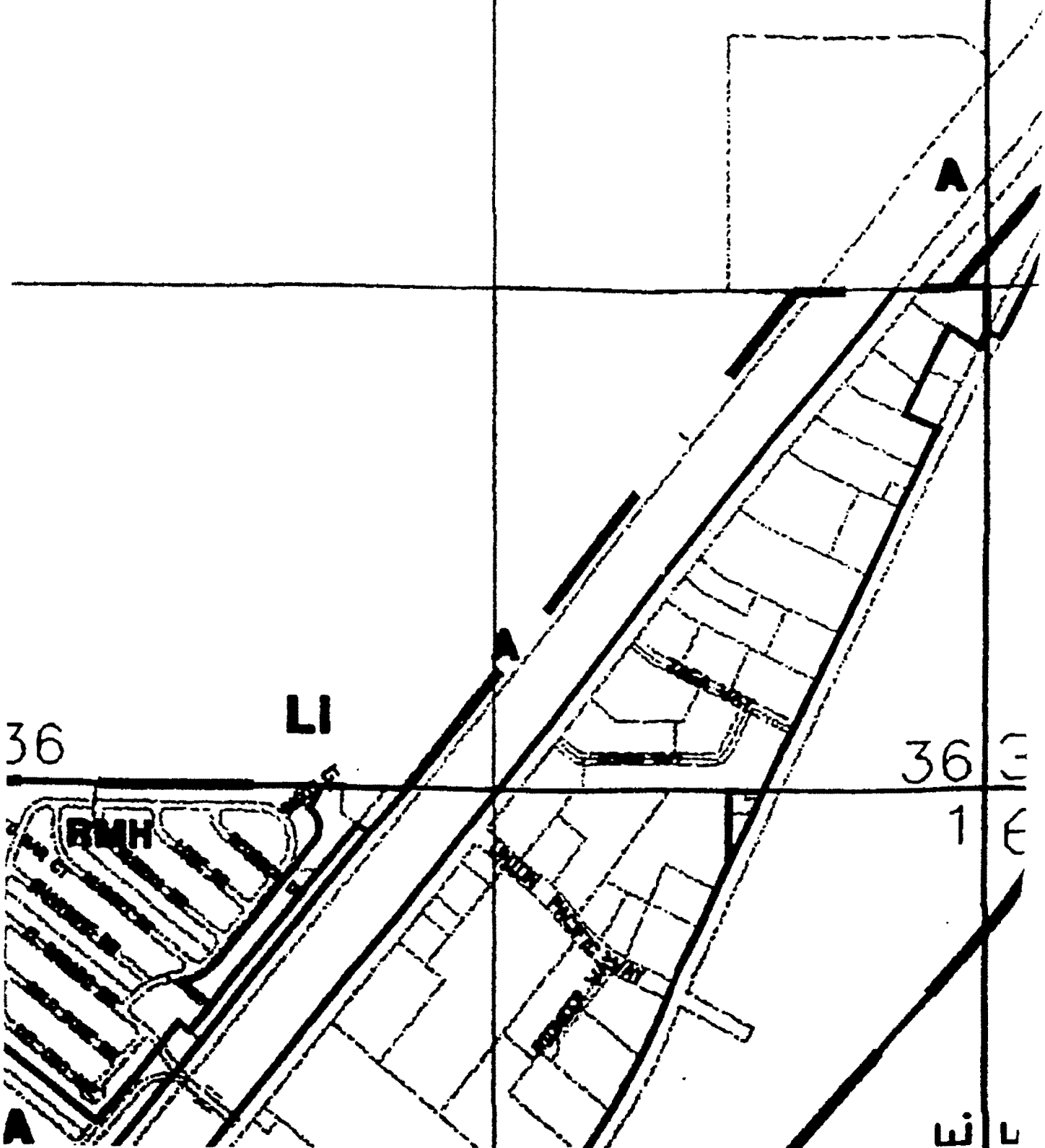




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**Elko City Council  
Agenda Action Sheet**

1. Title: **Public hearing pursuant to NRS 268.059(1)(a) regarding the fair market value and possible sale at public auction of approximately 3,073 sq. ft. of City-owned property located generally northeast of the intersection of Sewell Drive and Sage Street, designated APN 001-013-018. Discussion and possible motion determining that the fair market value of the property is \$14,500 in accordance with the appraisal of Jason Buckholz of CRBE, Inc., appraiser, and possible adoption of Resolution No. 14-20, a resolution of the Elko City Council finding it is in the best interest of the City to sell APN 001-013-018 and hereby declaring its intention to sell such property at public auction pursuant to City Code Section 8-1-3 and NRS 268.062, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 28, 2020**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **Two adjacent neighbors petitioned the City of Elko to sell a city owned parcel formerly known as Well 16 parcel. Council accepted the petition and authorized Staff to obtain the required appraisal and proceed with the statutory process of selling the parcel at public auction as required by NRS 268.062. CL**
6. Budget Information:  
    Appropriation Required: **NA**  
    Budget amount available: **NA**  
    Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Appraisal and Resolution**
9. Recommended Motion: **Accept the fair market value as determined at the public hearing and adopt Resolution No. 14-20**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **City Attorney**
12. Council Action:
13. Agenda Distribution: **Sue Smales  
1400 Sewell Drive  
Elko, NV 89801  
  
Daniel Wilson  
108 Walnut Street  
Elko, NV 89801**

**AFFIDAVIT OF POSTING**

STATE OF NEVADA     )  
  )ss:  
COUNTY OF ELKO     )

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

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

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

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

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

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

**NOTICE OF ADOPTION OF CITY OF ELKO**  
**RESOLUTION NO. 14-20 AND TIME AND PLACE OF CITY COUNCIL**  
**MEETING FOR LAND SALE BY PUBLIC AUCTION**

Notice is hereby given that the Elko City Council intends to sell at public sale, by a public auction sale in the manner provided in the Elko City Code, Title 8, Chapter 1 as amended or supplemented, at the Elko Convention Center, 700 Moren Way, on Tuesday, the 25<sup>th</sup> day of August, 2020, at 5:30 p.m., all the interest of said City in and to the property located in the City of Elko, State of Nevada, more particularly described as follows:

A.P.N. 001-013-018

A parcel of land located in the southeast quarter of the northeast quarter of Section 15, Township 34 North, Range 55 East, MDB&M, described as follows;  
Commencing at the intersection of Sewell Drive and Sage Street, as shown on the official map of Elko Heights Subdivision No. 2 Extension, file no. 17144;  
Thence, South 89°54'15" East, a distance of 119.46 feet;  
Thence, North 0°05'45" West, a distance of 107.98 feet, to corner no. 1, the true Point of Beginning;  
Thence, North 48°11' West, a distance of 61.45 feet, to corner no. 2;  
Thence, North 41°49' East, a distance of 50.00 feet, to corner no. 3;  
Thence, South 48°11' East, a distance of 61.45 feet, to corner no. 4;  
Thence, South 41°49' West, a distance of 50.00 feet, to corner no. 1, the Point of Beginning.

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

The City has adopted Resolution No. 14-20 declaring its intention to sell the property at Public Auction. A copy of the resolution has been posted in the following three public places in Elko County:

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

All bids must be in writing, sealed, addressed to the Elko City Council, and filed with the City Clerk at the City Office no later than 5:30 p.m. on the date of said sale, comply with the terms and conditions of this Notice, and comply with Title 8, Chapter 1 of the Elko City Code as amended or supplemented. The City has caused the property to be appraised by one appraiser and has held a public hearing on the matter of the fair market value of the real property. The appraised value is \$14,500.00. The minimum

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

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

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

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

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

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

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

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

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

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

---

**KELLY WOOLDRIDGE, City Clerk**

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

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

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

**WHEREAS**, the City Council has determined to proceed with the process of selling approximately 3,073 square feet of City-owned land located approximately 170' northeast of the intersection of Sewell Drive and Sage Street, in the City of Elko, Elko County, Nevada (hereinafter the "Property") through the public auction process, as set forth in Elko City Code Title 8, Chapter 1.

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

A.P.N. 001-013-018

A parcel of land located in the southeast quarter of the northeast quarter of Section 15, Township 34 North, Range 55 East, MDB&M, described as follows;  
Commencing at the intersection of Sewell Drive and Sage Street, as shown on the official map of Elko Heights Subdivision No. 2 Extension, file no. 17144;  
Thence, South 89°54'15" East, a distance of 119.46 feet;  
Thence, North 0°05'45" West, a distance of 107.98 feet, to corner no. 1, the true Point of Beginning;  
Thence, North 48°11' West, a distance of 61.45 feet, to corner no. 2;  
Thence, North 41°49' East, a distance of 50.00 feet, to corner no. 3;  
Thence, South 48°11' East, a distance of 61.45 feet, to corner no. 4;  
Thence, South 41°49' West, a distance of 50.00 feet, to corner no. 1, the Point of Beginning.

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

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

An appraisal by CBRE, Inc. with an appraised value of \$14,500.00 as of June 29, 2020.

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

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



**WHEREAS**, the minimum price must be \$14,500.00, payable in cash or cashier's check at close of sale, which shall be within sixty (60) days of acceptance by the City Council of the highest bid.

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

**IT IS RESOLVED AND ORDERED THAT:**

1. It is in the best interest of the City that the City-owned real property consisting of a 3,073 square foot parcel of City owned land located approximately 170' northeast of the intersection of Sewell Drive and Sage Street, in the City of Elko, Elko County, Nevada and more particularly described as set forth above, shall be placed for public auction sale at the regularly held City Council Meeting on the 25<sup>th</sup> day of August, 2020 at 5:30 o'clock p.m. at the Elko Convention Center, 700 Moren Way, Elko, Nevada.

2. The minimum price must be \$14,500.00 payable in cash or cashier's check at close of sale which shall be within sixty (60) days of acceptance by the City Council of the highest bid. In addition, the successful bidder, upon acceptance by the City Council, shall pay the title insurance premium, recording fees, transfer tax, legal publication fees, the appraisal fee in the amount of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00), and all attorney fees for the preparation of the documents and other services of related to this sale.

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

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

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

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

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

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

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

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

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

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

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

**END OF RESOLUTION AND ORDER.**

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

**CITY OF ELKO**

**ATTEST:**

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

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

**VOTE:**

**AYES:**

**NAYES:     None**

**ABSENT:    None**

**ABSTAIN:   None**

CBRE VALUATION & ADVISORY SERVICES

# RESTRICTED APPRAISAL REPORT

SEWELL DRIVE LAND  
SEWELL DRIVE  
ELKO, NEVADA 89801  
CBRE GROUP, INC. FILE NO. 20-224NW-3025-1

CITY OF ELKO

**CBRE**

Date of Report: June 29, 2020

Mr. Reece Keener  
Mayor  
CITY OF ELKO  
1751 College Avenue  
Elko, Nevada 89801RE: Appraisal of: Sewell Drive Land  
Sewell Drive  
Elko, Elko County, Nevada 89801  
CBRE, Inc. File No. 20-224NW-3025-1  
Client Reference No.

Dear Mr. Keener:

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

The subject is a 0.07-acre (3,093 sq. ft.) tract of vacant land (mixed-use) located at Sewell Drive in Elko, Nevada. The subject is a former city water pump site located in a residential area near the SWC of Sewell Drive and Sage Street. The site is a separate parcel yet does not have direct street frontage. Access to the property is via an un-named alley dissecting the residential block between Walnut Street and Sage Street. As of the date of inspection, a small portion of the site was fenced (where the former pumping equipment was located) with the remainder of the site appears to be the driveway for the adjacent parcel at 1400 Sewell Drive.

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

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is	Fee Simple Estate	June 2, 2020	\$14,500
Compiled by CBRE			

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

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

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

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

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

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

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

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



---

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

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



---

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

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

## Certification

We certify to the best of our knowledge and belief:

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



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



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



## Subject Photographs



Aerial View





Typical View of the Subject



Typical View of the Subject



Typical View of the Subject



Typical View of the Alley



Typical Street View of Alley



View of Adjacent House

## Executive Summary

<b>Property Name</b>	Sewell Drive Land				
<b>Location</b>	Sewell Drive Elko, Elko County, NV 89801				
<b>Parcel Number(s)</b>	001-013-018				
<b>Client</b>	City of Elko				
<b>Highest and Best Use</b>					
As If Vacant	Residential				
<b>Property Rights Appraised</b>	Fee Simple Estate				
<b>Date of Inspection</b>	June 2, 2020				
<b>Estimated Exposure Time</b>	3 - 6 Months				
<b>Estimated Marketing Time</b>	6 - 12 Months				
<b>Primary Land Area</b>	0.07 AC 3,093 SF				
<b>Zoning</b>	ZR, Residential				
<b>Buyer Profile</b>	Investor-Local				
<b>VALUATION</b>					
Land Value	<table> <tr> <th><i>Total</i></th><th><i>Per SF</i></th></tr> <tr> <td>\$14,500</td><td>\$4.69</td></tr> </table>	<i>Total</i>	<i>Per SF</i>	\$14,500	\$4.69
<i>Total</i>	<i>Per SF</i>				
\$14,500	\$4.69				

CONCLUDED MARKET VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Value
As Is	Fee Simple Estate	June 2, 2020	\$14,500
Compiled by CBRE			

### EXTRAORDINARY ASSUMPTIONS

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

- None Noted.

### HYPOTHETICAL CONDITIONS

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

- None noted.

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

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

## OWNERSHIP AND PROPERTY HISTORY

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

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

## EXPOSURE/MARKETING TIME

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

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

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

The following table presents the information derived from these sources.

**EXPOSURE/MARKETING TIME DATA**

Investment Type	Exposure/Mktg. (Months)	
	Range	Average
Local Market Professionals	1.0 - 6.0	3.0
<b>CBRE Exposure Time Estimate</b>	<b>3 - 6 Months</b>	
<b>CBRE Marketing Period Estimate</b>	<b>6 - 12 Months</b>	

Source: CBRE National Investor Survey, RealtyRates.com Survey & PwC Real Estate Survey

Table of Contents

Certification..... i

Subject Photographs ..... ii

Executive Summary.....iv

Table of Contents .....vii

Scope of Work ..... 1

Site Analysis..... 7

Zoning ..... 10

Land Value ..... 11

Assumptions and Limiting Conditions..... 14

ADDENDA

A Client Contract Information

B Qualifications

## Scope of Work

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

### INTENDED USE OF REPORT

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

### CLIENT

The client is City of Elko.

### INTENDED USER OF REPORT

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

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

### PURPOSE OF THE APPRAISAL

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

### DEFINITION OF VALUE

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

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

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

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

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

### **INTEREST APPRAISED**

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

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

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

The property is identified through the following sources:

- assessor's records

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

The extent of the inspection included the following: exterior.

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

CBRE reviewed the following:

- zoning requirements
- flood zone status
- demographics

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

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

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

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

## Data Resources Utilized in the Analysis

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

## APPRAISAL METHODOLOGY

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

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

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

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

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

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

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



the property is known or estimable, and 3) both building and land capitalization rates can be extracted from the market. Building value can be estimated for new or proposed buildings that represent the highest and best use of the property and have not yet incurred physical deterioration or functional obsolescence.

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

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

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

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

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

PLAT MAP



The subject does not have direct street frontage with access via an un-named alley.



## Site Analysis

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

SITE SUMMARY AND ANALYSIS			
<b>Physical Description</b>			
Gross Site Area	0.07 Acres	3,093 Sq. Ft.	
Net Site Area	0.07 Acres	3,093 Sq. Ft.	
Average Depth	70 Feet		
Excess Land Area	None	n/a	
Surplus Land Area	None	n/a	
Shape	Rectangular		
Topography	Level, At Street Grade		
Parcel Number(s)	001-013-018		
Zoning District	ZR, Residential		
Flood Map Panel No. & Date	32007C5609E	4-Sep-13	
Flood Zone	Zone X (Unshaded)		
Adjacent Land Uses	Residential Uses		
Earthquake Zone	n/a		
<b>Comparative Analysis</b>		<b>Rating</b>	
Visibility	Poor		
Functional Utility	Fair		
Traffic Volume	Low		
Adequacy of Utilities	Average		
Drainage	Assumed Adequate		
<b>Utilities</b>		<b>Provider</b>	<b>Availability</b>
Water	City of Elko		Yes
Sewer	City of Elko		Yes
Natural Gas	NV Energy		Yes
Electricity	NV Energy		Yes
<b>Other</b>		<b>Yes</b>	<b>No</b>
Detrimental Easements			X
Encroachments			X
Deed Restrictions			X
Reciprocal Parking Rights		X	
Source: Various sources compiled by CBRE			

## EASEMENTS AND ENCROACHMENTS

There are no known easements or encroachments impacting the site that are considered to affect the marketability or highest and best use. It is recommended that the client/reader obtain a

current title policy outlining all easements and encroachments on the property, if any, prior to making a business decision.

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

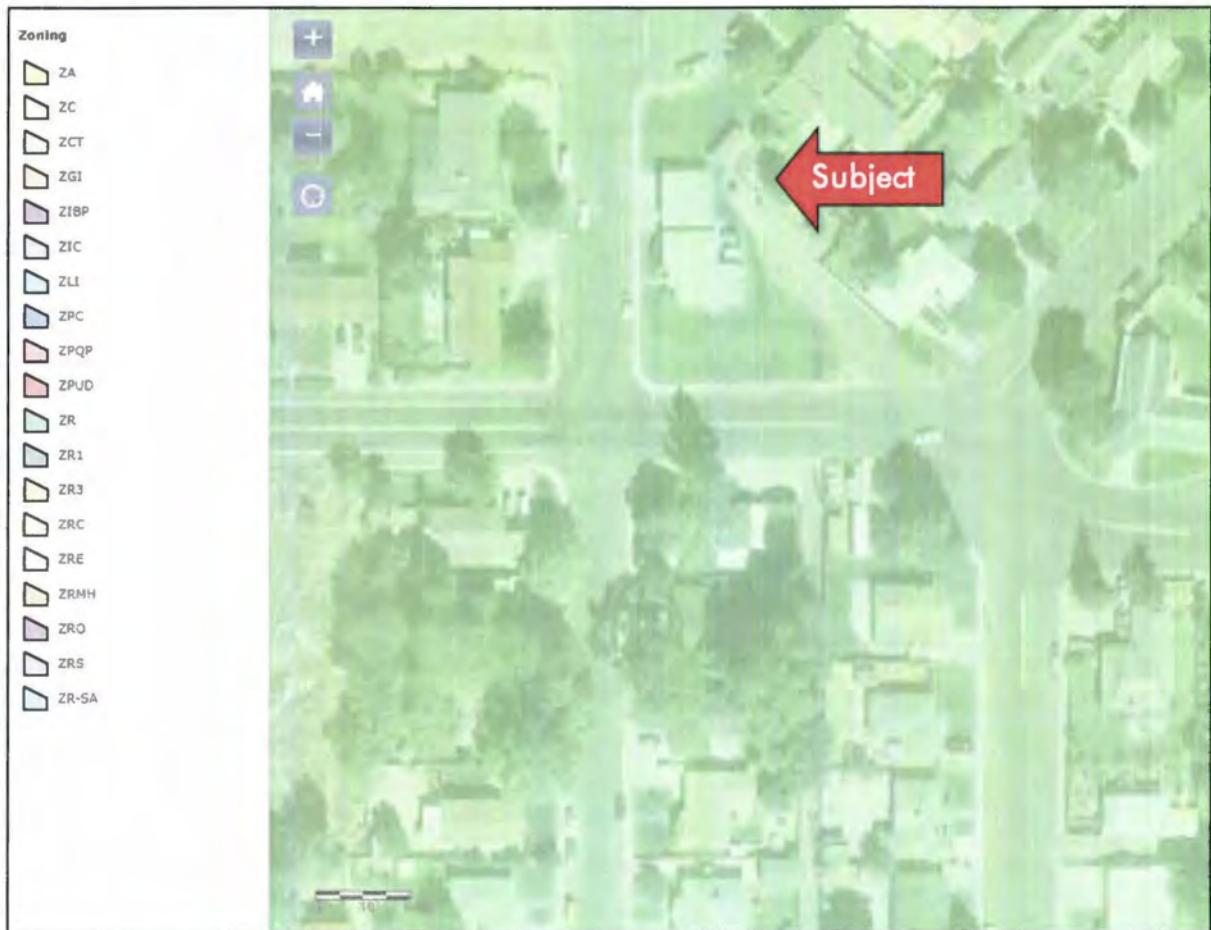
There are no known covenants, conditions or restrictions impacting the site that are considered to affect the marketability or highest and best use. It is recommended that the client/reader obtain a copy of the current covenants, conditions and restrictions, if any, prior to making a business decision.

### **COMMENTS/CONCLUSION**

The site is atypical in size given its small proposed size.



## ZONING MAP



## Zoning

The following chart summarizes the subject's zoning requirements.

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

## Land Value

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





SUMMARY OF COMPARABLE LAND SALES										
No.	Property Location	Transaction Type	Date	Doc#	Zoning	Actual Sale Price	Size (Acres)	Size (SF)	Price Per Acre	Price Per SF
1	403 Pine Street Elko, NV APN: 001-222-008	Sale	Mar-20	766627	ZR	\$30,000	0.172	7,492	\$174,419	\$4.00
2	1285 8th Street Elko, NV APN: 001-066-005	Sale	Jul-19	764033	ZR	\$20,500	0.092	4,008	\$222,826	\$5.12
3	1848 Sequoia Drive Elko, NV APN: 001-561-024	Sale	Jun-19	756048	ZR	\$55,000	0.211	9,191	\$260,664	\$5.98
4	2448 Puccelli Parkway Elko, NV APN: 001-566-055	Listing	Jun-20	---	ZR	\$128,000	0.361	15,725	\$354,571	\$8.14
Subject	Sewell Drive, Elko, Nevada	---	---	---	---	---	0.07	3,093	---	---
Compiled by CBRE										

## SUMMARY OF ADJUSTMENTS

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

LAND SALES ADJUSTMENT GRID					
Comparable Number	1	2	3	4	Subject
Transaction Type	Sale	Sale	Sale	Listing	---
Transaction Date	Mar-20	Jul-19	Jun-19	Jun-20	---
Actual Sale Price	\$30,000	\$20,500	\$55,000	\$128,000	---
Zoning/Density	ZR	ZR	ZR	ZR	ZR
Size (Acres)	0.17	0.09	0.21	0.36	0.07
Size (SF)	7,492	4,008	9,191	15,725	3,093
Price Per SF	\$4.00	\$5.12	\$5.98	\$8.14	---
Price (\$ PSF)	\$4.00	\$5.12	\$5.98	\$8.14	---
Property Rights Conveyed	0%	0%	0%	0%	---
Financing Terms <sup>1</sup>	0%	0%	0%	0%	---
Conditions of Sale	30%	0%	0%	-10%	---
Market Conditions (Time)	0%	2%	2%	0%	---
Subtotal	\$5.21	\$5.22	\$6.10	\$7.33	---
Size	0%	0%	0%	0%	---
Shape	0%	0%	0%	0%	---
Frontage	-10%	-10%	-10%	-10%	---
Topography	0%	0%	0%	0%	---
Location	0%	0%	-15%	-20%	---
Zoning/Density	0%	0%	0%	0%	---
Utilities	0%	0%	0%	0%	---
Total Other Adjustments	-10%	-10%	-25%	-30%	---
<b>Value Indication for Subject</b>	<b>\$4.68</b>	<b>\$4.70</b>	<b>\$4.58</b>	<b>\$5.13</b>	
<b>Absolute Adjustment</b>	<b>40%</b>	<b>12%</b>	<b>27%</b>	<b>40%</b>	
Compiled by CBRE					

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

## CONCLUSION

After adjustments, the comparables indicate a range in price of \$4.58 to \$5.13 per square foot with an average of \$4.77 per square foot. The subject is atypical in terms of size and lacks direct street frontage. A value near the low to middle end of the range is therefore deemed reasonable. The following table presents the valuation conclusion:

<b>CONCLUDED LAND VALUE</b>				
<b>\$ PSF</b>		<b>Subject SF</b>		<b>Total</b>
\$4.58	x	3,093	=	\$14,158
\$5.13	x	3,093	=	\$15,860
\$4.77		Average	=	\$14,758
<b>Indicated Value:</b>				<b>\$14,500</b>
		(Rounded \$ PSF)		\$4.69
Compiled by CBRE				

## Assumptions and Limiting Conditions

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

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

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

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

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

ADDENDA

Addendum A

## **CLIENT CONTRACT INFORMATION**

# Proposal and Contract for Services

May 5, 2020

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

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

**Jason Buckholz**  
Senior Appraiser

RE: Assignment Agreement  
Land  
Sewell Drive Land, Sewell Drive, APN: 001-013-018  
Elko, NV 89801

Dear Ms. Archuleta:

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

## PROPOSAL SPECIFICATIONS

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



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

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

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

Sincerely,

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

Respectfully submitted,



---

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

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




---

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

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

## AGREED AND ACCEPTED

FOR CITY OF ELKO ("CLIENT"):

 Signature	<u>5/12/2020</u> Date
<u>Reece Keener</u> Name	<u>Mayor</u> Title
<u>775.777.7126</u> Phone Number	<u>cityclerk@elkocitynv.gov</u> E-Mail Address

## ADDITIONAL OPTIONAL SERVICES

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

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

\_\_\_\_\_ Initial Here

## TERMS AND CONDITIONS

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

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

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

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

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

# Proposal and Contract for Services

## SPECIFIC PROPERTY DATA REQUEST

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

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

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

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

Addendum B

## **QUALIFICATIONS**



# Jason Buckholz

Senior Appraiser, Reno, NV

CBRE



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

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

## Clients Represented

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

## Experience

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

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

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

## Professional Affiliations / Accreditations

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

## Employment Experience

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

# APPRAISER CERTIFICATE

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That : JASON R BUCKHOLZ

Certificate Number: A.0007369-CG

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

Issue Date: July 5, 2019

Expire Date: June 30, 2021

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

FOR: CBRE

6900 S MCCARRAN BLVD STE #3000  
RENO, NV 89509

REAL ESTATE DIVISION

SHARATH CHANDRA  
*Administrator*



# Andrew Burger, MAI

Director, Sacramento, CA

CBRE



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

500 Capitol Mall, Suite 2400  
Sacramento, CA  
95814

## Clients Represented

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

## Experience

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

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

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

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

## Professional Affiliations / Accreditations

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

## Education

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



# APPRAISER CERTIFICATE

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That : ANDREW W BURGER

Certificate Number: A.0207974-CG

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

Issue Date: August 1, 2019

Expire Date: August 31, 2021

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

FOR: CBRE  
500 CAPITOL MALL #2400  
SACRAMENTO, CA 95814

REAL ESTATE DIVISION

SHARATH CHANDRA  
*Administrator*



**Elko City Council  
Agenda Action Sheet**

1. Title: **Public hearing pursuant to NRS 268.059(1)(a) regarding the fair market value and possible lease at public auction of approximately 8.69 acres of City-owned property located generally north of West Idaho Street, designated APN 006-09G-027. Discussion and possible motion determining that the annual market rent value of the property is \$19,000 in accordance with the appraisal of Jason Buckholz of CRBE, Inc., appraiser, and possible adoption of Resolution No. 15-20, a resolution of the Elko City Council finding it is in the best interest of the City to lease APN 006-09G-027, and hereby declaring its intention to lease such property at public auction pursuant to City Code Section 8-1-3 and NRS 268.062, and matters related thereto. FOR POSSIBLE ACTION**
2. Meeting Date: **July 28, 2020**
3. Agenda Category: **PUBLIC HEARING**
4. Time Required: **10 Minutes**
5. Background Information: **ESM2, LLC petitioned the City of Elko to lease a City-owned parcel designated APN 006-09G-027. The petitioner's current lease on that property expires June 30, 2020. Council accepted the petition and authorized Staff to obtain the required appraisal and proceed with the statutory process of leasing the parcel at public auction as required by NRS 268.062. CL**
6. Budget Information:  
    Appropriation Required: **NA**  
    Budget amount available: **NA**  
    Fund name: **NA**
7. Business Impact Statement: **Not Required**
8. Supplemental Agenda Information: **Appraisal and Resolution**
9. Recommended Motion: **Accept the annual market rent value determined by the appraiser and adopt Resolution No. 15-20.**
10. Prepared By: **Cathy Laughlin, City Planner**
11. Committee/Other Agency Review: **City Attorney**
12. Council Action:
13. Agenda Distribution: **Pam Lattin, Managing Member**  
    [p.lattin@canyonconstructionco.com](mailto:p.lattin@canyonconstructionco.com)

CBRE VALUATION & ADVISORY SERVICES

# MARKET RENT ESTIMATE

WEST IDAHO STREET LAND  
WEST IDAHO STREET  
ELKO, NEVADA 98801  
CBRE GROUP, INC. FILE NO. 20-224NW-3020-1

CITY OF ELKO

**CBRE**

Date of Report: June 29, 2020

Mr. Reece Keener  
Mayor  
CITY OF ELKO  
1751 College Avenue  
Elko, Nevada 89801RE: Market Rent Estimate of: West Idaho Street Land  
West Idaho Street  
Elko, Elko County, Nevada 98801  
CBRE, Inc. File No. 20-224NW-3020-1

Dear Mr. Keener:

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

The subject is an 8.69-acre (378,536 sq. ft.) tract of vacant land (industrial) located at West Idaho Street in Elko, Nevada. The subject site is a flag lot with minimal street frontage. The site is presently leased to a contractor that owns the adjacent parcel. The site has minimal improvements other than fencing and some gravel roads. The site features some slope on the north side of the parcel that limits some of the site utility. The site is currently used as an equipment storage yard for a heavy contractor.

Based on the analysis contained in the following report, the market rent estimate for the subject is concluded as follows:

MARKET VALUE CONCLUSION				
Appraisal Premise	Interest Appraised	Date of Value	AnnualMarket Rent Estimate	Market Rent \$%/SF/YR
As Is	Fee Simple Estate	June 2, 2020	\$19,000	\$0.05
Compiled by CBRE				

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

As of the date of value and the date of this report, the nation, region, and market area are impacted by the COVID-19 pandemic. This could have a prolonged effect on macroeconomic conditions, though at this time the length of duration is unknown. The perceived impact on real estate varies on several factors including asset class, use, tenancy, and location. Our analysis considers available information as of the effective date.



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

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

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

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

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



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

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



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

Phone: (916) 446-8283  
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## Certification

We certify to the best of our knowledge and belief:

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



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



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

## Subject Photographs



Aerial View



Typical View of the Subject - Entrance



Typical View of the Subject



Typical View of the Subject



Typical View of the Subject



Typical View of the Subject



Typical Street Frontage

## Executive Summary

<b>Property Name</b>	West Idaho Street Land		
<b>Location</b>	West Idaho Street Elko, Elko County, NV 98801		
<b>Parcel Number(s)</b>	006-09G-027		
<b>Client</b>	City of Elko		
<b>Property Rights Appraised</b>	Leased Fee Interest		
<b>Date of Inspection</b>	June 2, 2020		
<b>Primary Land Area</b>	8.69 AC	378,536 SF	
<b>Zoning</b>	LI		
<b>VALUATION</b>		<b>Annual Total</b>	<b>Per SF</b>
Market Rent Indication		\$19,000	\$0.05

CONCLUDED MARKET VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Annual Market Rent Estimate
As Is	Fee Simple Estate	June 2, 2020	\$19,000
Compiled by CBRE			

### EXTRAORDINARY ASSUMPTIONS

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

- None noted.

### HYPOTHETICAL CONDITIONS

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

- None noted.

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

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

OWNERSHIP AND PROPERTY HISTORY

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

To the best of our knowledge, there has been no ownership transfer of the property during the previous three years and the subject is not being actively marketed as for sale.

Table of Contents

Certification..... i

Subject Photographs ..... ii

Executive Summary.....iv

Table of Contents .....vi

Scope of Work ..... 1

Site Analysis..... 5

Zoning ..... 7

Market Rent Estimate..... 8

Assumptions and Limiting Conditions..... 13

ADDENDA

A Client Contract Information

B Qualifications

## **Scope of Work**

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

### **INTENDED USE OF REPORT**

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

### **CLIENT**

The client is City of Elko.

### **INTENDED USER OF REPORT**

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

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

### **PURPOSE OF THE APPRAISAL**

The purpose of this appraisal is to estimate a market rent for the subject property.

### **DEFINITION OF VALUE**

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

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

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

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

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

### INTEREST APPRAISED

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

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

### Extent to Which the Property is Identified

The property is identified through the following sources:

- assessor's records

### Extent to Which the Property is Inspected

The extent of the inspection included the following: exterior.

### Type and Extent of the Data Researched

CBRE reviewed the following:

- zoning requirements
- flood zone status
- demographics

### Data Resources Utilized in the Analysis

DATA SOURCES	
Item:	Source(s):
<b>Site Data</b>	
Size	Assessor
Compiled by CBRE	

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

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

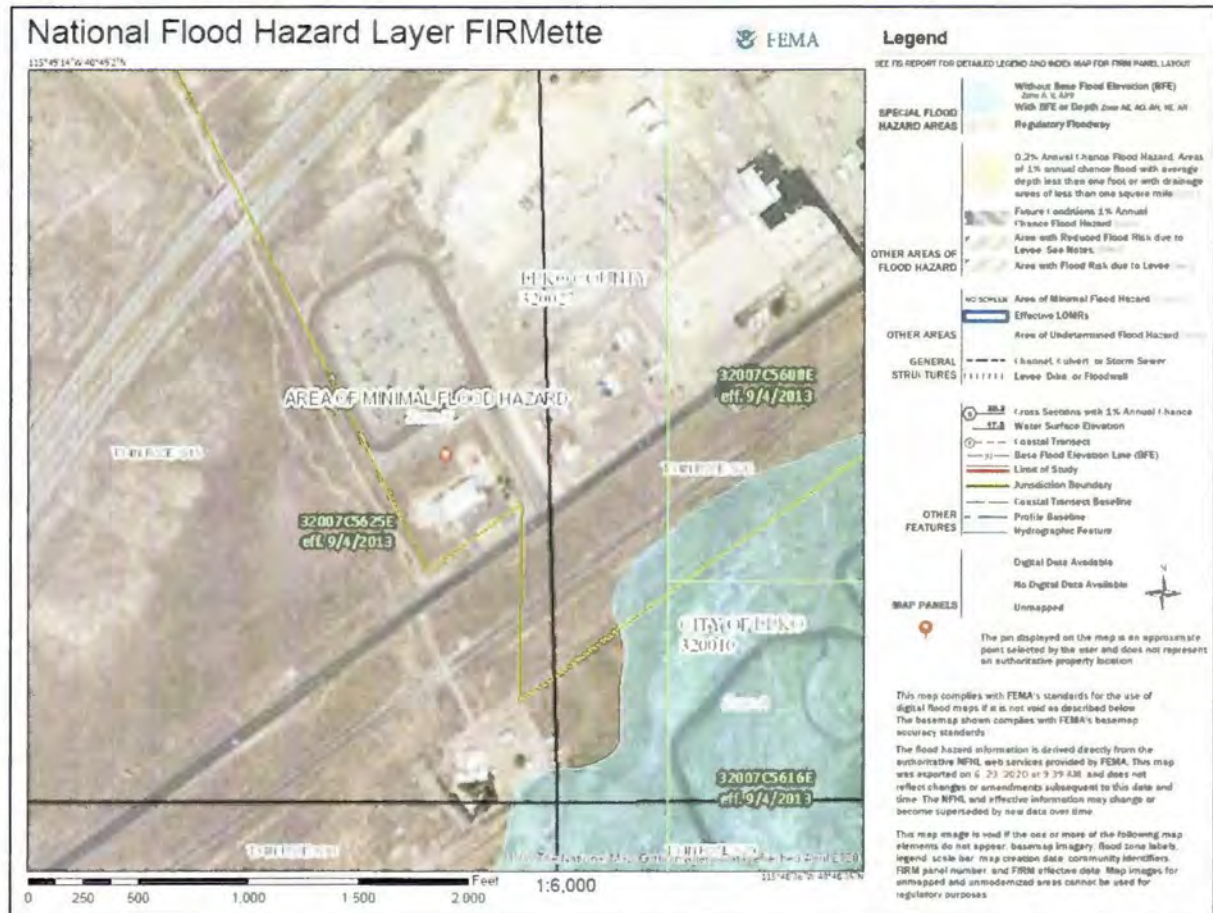


## PLAT MAP



As indicated the subject is a Flag lot with minimal street frontage. Yet the site is currently being used with the adjacent parcel that has adequate street frontage and access. Presently the site is used as a contractor's storage yard for equipment.

## FLOOD PLAIN MAP



## Site Analysis

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

SITE SUMMARY AND ANALYSIS			
<b>Physical Description</b>			
Gross Site Area	8.69 Acres	378,536 Sq. Ft.	
Net Site Area	8.69 Acres	378,536 Sq. Ft.	
Average Depth	n/a		
Excess Land Area	None	n/a	
Surplus Land Area	None	n/a	
Shape	Irregular		
Topography	Modest Slope		
Parcel Number(s)	006-09G-027		
Zoning District	LI		
Flood Map Panel No. & Date	32007C5625E	4-Sep-13	
Flood Zone	Zone X (Unshaded)		
Adjacent Land Uses	Parking and industrial		
Earthquake Zone	n/a		
<b>Comparative Analysis</b>		<b>Rating</b>	
Visibility	Good		
Functional Utility	Fair		
Traffic Volume	Average		
Adequacy of Utilities	Average		
Drainage	Assumed Adequate		
<b>Utilities</b>	<b>Provider</b>	<b>Availability</b>	
Water	City of Elko	Yes	
Sewer	City of Elko	Yes	
Natural Gas	NV Energy	Yes	
Electricity	NV Energy	Yes	
<b>Other</b>	<b>Yes</b>	<b>No</b>	<b>Unknown</b>
Detrimental Easements			X
Encroachments			X
Deed Restrictions			X
Reciprocal Parking Rights		X	
Source: Various sources compiled by CBRE			

### EASEMENTS AND ENCROACHMENTS

There are no known easements or encroachments impacting the site that are considered to affect the marketability or highest and best use. It is recommended that the client/reader obtain a

current title policy outlining all easements and encroachments on the property, if any, prior to making a business decision.

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

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

### **COMMENTS/CONCLUSION**

The site is adequate in terms of size and utility to support a variety of industrial uses yet has limited street frontage and access. However, the site features I-80 visibility.

## Zoning

The following chart summarizes the subject's zoning requirements.

<b>ZONING SUMMARY</b>	
Current Zoning	LI
Legally Conforming	Yes
Uses Permitted	Industrial uses
Zoning Change	Not likely
Source: Planning & Zoning Dept.	

## Market Rent Estimate

The purpose of the assignment is to estimate market rent for the subject site. The subject is presently ground leased to Canyon Construction Company. The lease is summarized as follows:

GROUND LEASE SUMMARY		
Lessor	City of Elko	
Lessee	Canyon Construction Company	
Size (SF)	378,536	
Commence Date	7/1/2005	
Expiration Date (Base Lease)	6/30/2020	
Remaining Lease Term (Base Lease)	1 Months	
No. & Term of Options	None	
Expiration Date (Base + All Options)	6/30/2020	
Remaining Lease Term (Base + All Options)	1 Months	
Contract Rental Rate	Total \$/Yr.	\$/SF/Yr.
Base Lease Term	\$8,400	\$0.02
Estimated Current Rent	\$10,078	\$0.03
Expenses	Paid by Lessee	
% Rent Clause:	None	
Source: Lease		

The lease commenced in July 2005 with rent flat for the first five years. The lease further calls for CPI increases every two years over the remaining 10 years of the lease. As of the date of this report, the contract rent was reported as \$10,078 per year or approximately \$0.03/SF/Yr.

In order to estimate a market rent for the subject we researched available lease comparables for the region. Our research revealed only two comparables that are summarized as follows:

SUMMARY OF COMPARABLE LAND RENTALS										
No.	Property Name and Location	Tenant Name	Lease Area (SF)	Lease Date	Lease Term	Options	Base Rent	Adj. Base Rent	Reimbursements	Escalations
1	700 Aspen Way Elko, NV APN: 001-660-105	MP Elko II, LLC	531,868	Dec-15	25.0 Yrs	2 @ 10 Yrs	\$0.10 PSF	\$0.11 PSF	NNN	0.50%
2	2953 Manzanita Drive Elko, NV APN: 001-560-040	CAL Stores Companies	22,215	May-18	3.0 Yrs	1 @ 2 Yrs	\$0.30 PSF	\$0.30 PSF	NNN	Step
Subj	West Idaho Street Land West Idaho Street, Elko, Nevada	Canyon Construction	378,536	Jul-05	15.0 Yrs	None	\$0.02 PSF	\$0.03	NNN	CPI
Compiled by CBRE										

The adjusted rent includes scheduled rent increases. The following map summarizes the comparable data used in the valuation of the subject site.





Comparable 1 is located at the NE corner of the airport near Mt. City Highway. The site is being leased for the development of a retail center and is considered superior in terms of location and appeal. Comparable 2 is located behind the Elko Mall with limited street visibility yet is also considered a retail location superior to the subject.

Given the small size of the local market, rent comparables similar to the subject were not readily available. Due to a lack of available lease data we have also surveyed market participants who indicate industrial yard rents range wildly throughout the region. They further indicated developers will lease land based on a return on cost of 8% to 10% which includes land value and any on-site improvements. Therefore we have also researched recent land sales to estimate a

value for the subject site then applied a typical return on investment. The land sales are summarized as follows:





SUMMARY OF COMPARABLE LAND SALES									
No.	Property Location	Transaction Type	Date	Zoning	Actual Sale Price	Size (Acres)	Size (SF)	Price Per Acre	Price Per SF
1	E Idaho Elko, NV APN: 006-320-028	Sale	Jun-20	LI	\$72,000	4.51	196,456	\$15,965	\$0.37
2	1151 Silver State Drive Elko NV APN: 061-002-016	Sale	Nov-19	M1	\$67,500	1.40	60,853	\$48,318	\$1.11
3	Florida Ave. N. of Buzzard Rd. Elko, NV APN: 032-003-007	Sale	Jul-19	LI	\$22,000	1.15	50,094	\$19,130	\$0.44
4	2209 N. 5th Street Elko, NV APN: 001-610-102	Sale	Apr-19	LI	\$38,500	0.95	41,164	\$40,741	\$0.94
Subject	West Idaho Street, Elko, Nevada	---	---	Industrial Use	---	8.69	378,536	---	---
<sup>1</sup> Adjusted sale price for cash equivalency and/or development costs (where applicable) Compiled by CBRE									

## SUMMARY OF ADJUSTMENTS

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

LAND SALES ADJUSTMENT GRID					
Comparable Number	1	2	3	4	Subject
Transaction Type	Sale	Sale	Sale	Sale	---
Transaction Date	Jun-20	Nov-19	Jul-19	Apr-19	---
Zoning	LI	M1	LI	LI	Industrial Use
Actual Sale Price	\$72,000	\$67,500	\$22,000	\$38,500	---
Size (Acres)	4.51	1.40	1.15	0.95	8.69
Size (SF)	196,456	60,853	50,094	41,164	378,536
Price Per SF	\$0.37	\$1.11	\$0.44	\$0.94	---
Price (\$ PSF)	\$0.37	\$1.11	\$0.44	\$0.94	
Property Rights Conveyed	0%	0%	0%	0%	
Financing Terms <sup>1</sup>	0%	0%	0%	0%	
Conditions of Sale	0%	0%	0%	0%	
Market Conditions (Time)	0%	1%	2%	2%	
Subtotal	\$0.37	\$1.12	\$0.45	\$0.95	
Size	0%	-10%	-10%	-10%	
Shape	0%	0%	0%	0%	
Corner	0%	0%	0%	0%	
Frontage	0%	0%	0%	0%	
Topography	-5%	-5%	-5%	-5%	
Location	30%	-10%	25%	-15%	
Total Other Adjustments	25%	-25%	10%	-30%	
<b>Value Indication for Subject</b>	<b>\$0.46</b>	<b>\$0.84</b>	<b>\$0.49</b>	<b>\$0.67</b>	
Absolute Adjustment	35%	26%	42%	32%	
Market Rent Indication @ 8.0%	\$0.04	\$0.07	\$0.04	\$0.05	
Market Rent Indication @ 10%	\$0.05	\$0.08	\$0.05	\$0.07	
Compiled by CBRE					

Market conditions adjustments were applied to the comparables based on an estimated annual appreciation rate of 2% annually. In terms of size Sales 2, 3 and 4 are smaller sites and downward adjustments were made. The comparables all reflect generally level sites and a slight downward topography adjustment was made given a portion of the subject has sloped topography and is expected to have some reduced utility in this area. In terms of location Comparables 1 and 3 are deemed inferior and upward adjustments were made while Sales 2 and 4 feature superior locations and downward adjustments were given.

### CONCLUSION

After adjustments, the comparables indicate a range in land value for the subject of \$0.46 to \$0.84 per square foot. We have next applied a return on cost estimate ranging from 8% to 10% for each comparable. The comparables indicate a range in market rent of \$0.04 to \$0.08 per square foot with an average near \$0.06 per square foot. Overall a market rent near the low to middle of the range is deemed appropriate for the subject given its location, larger size and limited street frontage and access. The following table presents the valuation conclusion:

<b>CONCLUDED MARKET RENT</b>				
<b>\$ PSF</b>		<b>Subject SF</b>		<b>Total Rent</b>
\$0.04	x	378,536	=	\$15,141
\$0.09	x	378,536	=	\$34,068
\$0.06		Average	=	\$22,712
<b>Indicated Value:</b>				<b>\$19,000</b>
		(Rounded \$ PSF)		\$0.05
Compiled by CBRE				

## Assumptions and Limiting Conditions

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

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

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

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

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

**ADDENDA**

**CBRE**

Addendum A

## **CLIENT CONTRACT INFORMATION**

# Proposal and Contract for Services

May 5, 2020

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

CBRE, Inc.  
3600 S. McCarran Boulevard, Suite 3000  
Reno, NV 89509  
[www.cbre.us/valuation](http://www.cbre.us/valuation)

**Jason Buckholz**  
Senior Appraiser

RE: Assignment Agreement  
Land  
W. Idaho Street Land, W. Idaho Street, APN: 006-09G-027  
Elko, NV 89801

Dear Ms. Archuleta:

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

## PROPOSAL SPECIFICATIONS

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



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

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

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

Sincerely,

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

Respectfully submitted,



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

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



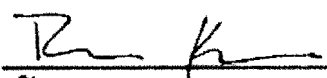
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Andrew Burger, MAI  
Director  
NV Certified General Appraiser #A.0207974-CG  
Expires: August 31, 2021

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

## AGREED AND ACCEPTED

FOR CITY OF ELKO ("CLIENT"):

 Signature	<u>5/12/2020</u> Date
Reece Keener Name	Mayor Title
775.777.7126 Phone Number	cityclerk@elkocitynv.gov E-Mail Address

## ADDITIONAL OPTIONAL SERVICES

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

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

Initial Here

## TERMS AND CONDITIONS

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

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

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

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

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

# Proposal and Contract for Services

## SPECIFIC PROPERTY DATA REQUEST

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

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

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

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

Addendum B

# QUALIFICATIONS



# Jason Buckholz

Senior Appraiser, Reno, NV

CBRE



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

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

## Clients Represented

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

## Experience

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

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

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

## Professional Affiliations / Accreditations

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

## Employment Experience

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

# APPRAISER CERTIFICATE

## STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That : JASON R BUCKHOLZ

Certificate Number: A.0007369-CG

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

Issue Date: July 5, 2019

Expire Date: June 30, 2021

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

FOR: CBRE

6900 S MCCARRAN BLVD STE #3000  
RENO, NV 89509

REAL ESTATE DIVISION

SHARATH CHANDRA  
*Administrator*



# Andrew Burger, MAI

Director, Sacramento, CA

CBRE



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

500 Capitol Mall, Suite 2400  
Sacramento, CA  
95814

## Clients Represented

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

## Experience

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

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

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

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

## Professional Affiliations / Accreditations

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

## Education

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



# APPRAISER CERTIFICATE

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That : ANDREW W BURGER

Certificate Number: A.0207974-CG

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

Issue Date: August 1, 2019

Expire Date: August 31, 2021

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

FOR: CBRE  
500 CAPITOL MALL #2400  
SACRAMENTO, CA 95814

REAL ESTATE DIVISION

SHARATH CHANDRA  
*Administrator*



**AFFIDAVIT OF POSTING**

STATE OF NEVADA     )  
  )ss:  
COUNTY OF ELKO     )

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thence S. 46°44'54W, along the right or Southern highway right of way line of Nevada Interstate Route 80 (S.R. -1), a distance of 691.34 feet to the point of beginning.

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

The City has adopted Resolution No. 15-20 declaring its intention to lease the property at Public Auction. A copy of the resolution has been posted in the following three public places in Elko County:

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

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

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

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

The City Council may, either at the same session or at any adjourned session of the same meeting held within the next 21 days: (1) Make a final acceptance of the highest bid; or (2) Reject any and all bids, either written or oral, and withdraw the real property

from leasing if the City Council deems such action to be for the best public interest.

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

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

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

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

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

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

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**KELLY WOOLDRIDGE, City Clerk**

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



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

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

**WHEREAS**, the City Council has determined to proceed with the process of leasing approximately 8.69 acres of City-owned land located north of the West Idaho Street, Elko County, Nevada (hereinafter the "Property") through the public auction process, as set forth in Elko City Code Title 8, Chapter 1;

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

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

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

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

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

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

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

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

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

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

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

Thence S. 46°44'54W, along the right or Southern highway right of way line of Nevada Interstate Route 80 (S.R. -1), a distance of 691.34 feet to the point of beginning.

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

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

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

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

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

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

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

**IT IS RESOLVED AND ORDERED THAT:**

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

regularly held City Council Meeting on the 25th day of August, 2020 at 5:30 o'clock p.m. at the Elko Convention Center, 700 Moren Way, Elko, Nevada.

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

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

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

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

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

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

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

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

8. If the City Council does not make a final acceptance of the highest bid, the City Council may, either at the same session or at any adjourned session of the same meeting held

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

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

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

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

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

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

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

**END OF RESOLUTION AND ORDER.**

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

**CITY OF ELKO**

**ATTEST:**

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

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

**VOTE:**

**AYES:**

**NAYES:     None**

**ABSENT:    None**

**ABSTAIN:   None**

**Elko City Council  
Agenda Action Sheet**

1. Title: Review, consideration, and possible action to name field # 3 at the Elko Sports Complex after Ms. Linda Trontel and matters related thereto. **FOR POSSIBLE ACTION**
2. Meeting Date: July 28, 2020
3. Agenda Category: (Please highlight)  
*PERSONNEL UNFINISHED BUSINESS NEW BUSINESS SUBDIVISIONS APPROPRIATIONS  
REPORTS PUBLIC HEARINGS RESOLUTIONS AND ORDINANCES SPECIAL PRESENTATION  
PETITIONS, APPEALS, AND COMMUNICATIONS*
4. Time Required: 5 mins
5. Background Information: The Council reviewed a petition from Ms. Brandi Davis and other community members regarding the possible naming of field # 3 at the Elko Sports Complex after Ms. Linda Trontel on July 14, 2020. Pursuant to the criteria for naming City of Elko Facilities and Parks, staff requested additional public comment from organizations and citizens utilizing the facility. Subject to comments and information presented during this public hearing, the City Council may take action to name the facility as requested in the petition. JW
6. Budget Information:  
Appropriation Required:  
Budget amount available:  
Fund name: Recreation Fund
7. Business Impact Statement: Required / **Not Required**  
(If Business Impact Statement is required, please attach)
8. Supplemental Agenda Information:
9. Recommended Motion: Name field # 3 at the Elko Sports Complex after Ms. Linda Trontel.
10. Prepared By: James Wiley
11. Committee/Other Agency Review:
12. Council Action: (to be completed by City Clerk)
13. Agenda Distribution: