

Upon introduction and motion by Councilmember Giovanni Puccinelli and seconded by Councilmember Marissa Lostra the following Resolution and Order was passed and adopted:

**CITY OF ELKO
C-PACE
RESOLUTION NO. 13-26**

**RESOLUTION CREATING A COMMERCIAL PROPERTY ASSESSED
CLEAN ENERGY PROGRAM TO PROVIDE THE MEANS OF FINANCING ONE
OR MORE ENERGY EFFICIENCY IMPROVEMENT PROJECTS, RENEWABLE
ENERGY PROJECTS, WATER EFFICIENCY IMPROVEMENT PROJECTS OR
RESILIENCY PROJECTS FOR QUALIFYING COMMERCIAL OR INDUSTRIAL
REAL PROPERTY, AND MATTERS RELATED THERETO.**

WHEREAS, NRS Chapter 271 at Sections 271.6312-6325, as amended by SB 283 (collectively, the “Act”) enables each Nevada municipality, without an election, to adopt a resolution whereby the governing body of the municipality specifies the procedure for the creation and administration of a district, which may constitute the entire jurisdictional boundaries of the City, for the purpose of financing one or more Qualifying Improvement Projects with willing owners of Qualifying Commercial or Industrial Real Property (“District”), through a program generally known as a “Commercial Property Assessed Clean Energy Program” or “C-PACE Program”; and

WHEREAS, the Elko City Council (hereinafter the “City Council”) hereby finds and determines that the improvements to be made and financed under a C-PACE Program with the City may reasonably be expected to (i) renew and revitalize existing commercial and industrial properties; (ii) enhance the value of both existing and new commercial and industrial properties; (iii) improve the marketability and profitability of such improved properties; (iv) generate local construction jobs; (iv) lead to the creation of additional jobs by the businesses which thereby become more profitable; (vi) improve air quality; (vii) and support progress toward the City’s goals of encouraging green building, reducing climate pollution, and expanding the clean energy economy; and (viii) strengthen the local economy; and that accordingly, the adoption of a resolution to enable the City’s C-PACE Program is in the public interest; and

WHEREAS, the construction or renovation of energy efficient buildings or projects with renewable energy and other energy conservation systems that exceed current building energy code requirements are expected to enhance the tax base of City of Elko and make such buildings more attractive to owners and tenants, and thereby promoting employment and economic growth; and

WHEREAS, the City Council finds that creation of a District within the boundaries of the City serves the public purposes of resource conservation, reducing emissions and increasing the resiliency of the City pursuant to NRS 271.6315(1)(a).

**NOW, THEREFORE, THE ELKO CITY COUNCIL DOES HEREBY
RESOLVE AS FOLLOWS:**

SECTION 1 PROGRAM CREATION

1.1 The City of Elko, Nevada (hereinafter the “City”), a political subdivision of the State of Nevada, hereby creates the City of Elko C-PACE Program as of the Effective Date by adoption of this Resolution.

SECTION 2

DEFINITIONS

2.1 Capitalized terms used herein but not otherwise defined have the meanings given such terms in the Act.

2.2 “**Assessment**” and “**Assessment Lien**” means a voluntary lien created by the City against any tract specifically benefited by any Qualified Improvement Project to defray wholly or in part the cost of the project, in an existing structure or new construction, which lien shall be made on a Qualifying Commercial or Industrial Real Property, as secured by a Recorded Notice of Assessment and Assessment Lien, and which shall not be subject to acceleration or extinguishment by the sale of any property on account of the nonpayment of general taxes, and is prior and superior to all liens, claims, encumbrances and titles other than the liens of assessments and general taxes attached to the tract pursuant to the provisions of NRS 361.450.

2.3 “**Assessment Agreement**” means the voluntary contract, signed by the City and the Property Owner, whereby the Property Owner agrees to an Assessment and Assessment Lien imposed and Recorded on its Tract as security for repayment of Financing received pursuant to a Financing Agreement.

2.4 “**Capital Provider**” means any private entity or the designee, successor or assign of the private entity that provides Financing for a Qualified Improvement Project pursuant to the Act.

2.5 “**City**” means City of Elko, Nevada, a political subdivision of the State of Nevada.

2.6 “**City Program Manager**” means an employee of City designated as the Program Manager appointed to run the City of Elko C-PACE Program and act as liaison with the Program Administrator.

2.7 “**C-PACE**” means Commercial Property Assessed Clean Energy.

2.8 “**C-PACE Assignment**” means a written assignment, executed by the City for the benefit of the Qualified Capital Provider that financed the Qualified Improvements Project, of the Notice of Assessment and Assessment Lien. The C-PACE Assignment shall be Recorded to evidence the City’s assignment of the Assessment and Assessment Lien, and shall be substantially in the form attached to the Program Guide.

2.9 “**Delinquent C-PACE Payment**” means any Installment Payment of the

Financing Amount that was not paid by Property Owner when due, which shall include without limitation, all interest, late fees, and penalties incurred pursuant to the Financing Agreement.

2.10 “District” means the area within the jurisdictional boundaries of the City that is designated by the City as eligible for participation in the Program, including any Tract or other real property located within such area that is or may become subject to an Assessment or Assessment Lien in accordance with this Resolution and applicable law.

2.11 “Effective Date” means the date this Resolution goes into effect after adoption by the Elko City Council.

2.12 “Energy Efficiency Improvement Project” means the installation or modification of one or more energy efficiency improvements that decrease or support the decrease of energy consumption or demand for energy through the use of energy efficiency technologies, products or activities and incidentals which are necessary, useful, or desirable for any such improvements and which installation or modification has a useful life of not less than ten (10) years.

2.13 “Financing” means the C-PACE Financing or refinancing described in the Financing Agreement, which is financed by the Qualified Capital Provider for one or more Qualified Improvement Projects on Qualifying Commercial or Industrial Real Property.

2.14 “Financing Agreement” means the contract pursuant to which a property owner or lessee, as applicable, agrees to repay the Qualified Capital Provider for financing or refinancing a qualified improvement project, including, without limitation, any finance charges, fees, debt servicing, interest, penalties, and any other provision relating to the treatment of prepayment or partial payment, billing, collection and enforcement of the assessment and lien securing the Financing.

2.15 “Financing Amount” means the aggregate amount of the Financing, including interest, any finance charges, fees, debt servicing, costs, and penalties as are described in the Financing Agreement.

2.16 “Financing Term” means the term of the Financing, as described in the Financing Agreement.

2.17 “Lender” means a mortgagee, the beneficiary of a deed of trust or other creditor who holds a mortgage, deed of trust, or other Recorded instrument that encumbers the Tract to secure the Financing as security for the repayment of a loan.

2.18 “Lender Consent” means the instrument by which any Lender consents in writing to the creation of an Assessment and Assessment Lien against the Tract to pay all or a portion of the cost of the installation or improvement of a Qualified Improvement Project. Each consent must be Recorded and once Recorded is binding on the Lender as well as its successors or assigns.

2.19 “Notice of Assessment and Assessment Lien” means the document executed

by the City and Recorded to evidence the Assessment and Assessment Lien, a form of which Notice is attached to the Program Guide.

2.20 “Program” means the City of Elko C-PACE Program created by City through adoption of this Resolution consistent with the Act.

2.21 “Program Administrator” means the person or entity hired or contracted in writing by the City to assist with the planning and administration of the C-PACE Program.

2.22 “Program Guide” means the comprehensive document which sets forth standard forms and establishes appropriate guidelines, specifications, and criteria for the underwriting and approval of a Qualified Improvement Project from time to time published by the Program Administrator and approved by the City Program Manager. The Program Guide is hereby adopted by the City pursuant to NRS 271.6325(2).

2.23 “Project” means any Energy Efficiency Improvement Project, Renewable Energy Project, Water Efficiency Improvement Project, Resiliency Project, or combination thereof, that is undertaken or proposed to be undertaken on a Tract and financed or refinanced, in whole or in part, through the Program in accordance with this Resolution, the Program Guide, and the Act.

2.24 “Project Eligibility Notification” means the written notice issued by the Program Administrator to a Property Owner, lessee, or other applicant confirming that a proposed Project has been reviewed and determined to satisfy the applicable eligibility requirements of the Act, this Resolution, and the Program Guide for participation in the Program.

2.25 “Property Owner” means all the owners of record of a Tract on which a Qualified Improvement Project is installed.

2.26 “Qualified Capital Provider” means a Capital Provider approved by the Program Administrator. The term includes any designee, successor, or assign of the entity that provides Financing as the Capital Provider for Qualified Improvement Project.

2.27 “Qualifying Commercial or Industrial Real Property” means any real property within the District other than (i) a residential dwelling that contains fewer than five (5) individual dwelling units; or (ii) property financed by a government-guaranteed financing program that prohibits the subordination of the government's interest in the property or otherwise prohibits a contract under the Act and that meets the project eligibility requirements as further defined herein. This term does not include any real property owned by the U.S. Department of Defense pursuant to NRS 271.6315(3).

2.28 “Qualified Improvement Project” means one or more of an Energy Efficiency Improvement Project, Water Efficiency Improvement Project, Renewable Energy Project, or Resiliency Project which are permanently affixed to real property in an existing structure or in new construction performed pursuant to the Act, that meet the project eligibility requirements as further defined herein.

2.29 “Record” and its derivatives, when used as a verb, mean to record in the official records of the Office of the County Recorder, Elko County, Nevada.

2.30 “Release” means a written instrument executed by the Qualified Capital Provider, or its successor or assign, and Recorded in the official records of the Office of the County Recorder, Elko County, Nevada, evidencing the full satisfaction, discharge, termination, or release of an Assessment and Assessment Lien against a Tract, including any related C-PACE Assignment, upon payment in full or other satisfaction of the obligations secured thereby in accordance with the applicable Assessment Agreement, Financing Agreement, Program Guide, and the Act.

2.31 “Renewable Energy Project” means any improvement to real property, and facilities and equipment used to generate electricity within the City from renewable energy to offset customer load in whole or in part on the real property, or to support the production of renewable or thermal energy including, without limitation, energy storage, and all appurtenances and incidentals necessary, useful, or desirable for any such improvements, facilities and equipment, and which improvement has a useful life of not less than ten (10) years.

2.32 “Resiliency Project” means a qualified improvement to real property, facilities, or equipment with a useful life of not less than ten (10) years that:

1. Increases a building's structural integrity for seismic events;
2. Improves outdoor air quality;
3. Improves wind or fire resistance;
4. Improves stormwater quality or reduces on-site or off-site risk of flash flooding;
5. Improves or enhances the ability of a building to withstand an electrical outage;
6. Reduces or mitigates the urban heat island effect or the effects of extreme heat;
7. Reduces any other environmental hazard identified by the City; or
8. Enhances the surrounding environment in which the real property is located.

2.33 “Tract” means a parcel, lot, or other identifiable area of real property, or any portion thereof, that is described by a legal description, parcel number, plat, survey, or other recorded instrument and that is subject to, or proposed to be subject to, an Assessment or Assessment Lien under the Program.

2.34 “Water Efficiency Improvement Project” means an improvement to real property, facilities or equipment, and all necessary appurtenances and incidentals thereto, with a useful life of not less than ten (10) years that is designed to:

1. Reduce the water consumption of the real property; or,
2. Conserve or remediate water, in whole or in part, on the real property.

SECTION 3

ADMINISTRATION OF THE C-PACE PROGRAM: CREATION AND ADMINISTRATION OF DISTRICT, FINANCING, ELIGIBILITY AND GENERAL INFORMATION

3.1 AUTHORIZATION OF A DISTRICT. The City Council hereby authorizes the creation of a District pursuant to NRS 271.6312(2), the exterior boundaries of which coincide with the jurisdictional boundaries of the City as described on Exhibit A attached hereto and incorporated herein by this reference. Pursuant to NRS 271.6315(2)(a) - (d), the City Council hereby excludes from the District, and shall be deemed to have disapproved from inclusion in the District, any Tract unless and until: (a) the Property Owner of the Tract upon which a Qualified Improvement Project will be located enters into an Assessment Agreement with the City pursuant to this Section 3; (b) the amount of the Assessment and Assessment Lien that will be placed on the Tract for the Qualified Improvement Project, if used for retrofitting an existing structure, does not exceed 25% of the fair market value of the property assessed; (c) the amount of the Assessment and Assessment Lien that will be placed on the Tract for a Qualified Improvement Project, if used for new construction or a gut rehabilitation, does not exceed 35% of the fair market value of the property assessed; (d) the outstanding amount owed on all Recorded instruments which are liens against the Tract, including the Assessment and Assessment Lien, will not exceed 90% of the estimated fair market value of the property assessed; and any Lender who, as of the date of the Recording of the Notice of Assessment and Assessment Lien, holds a lien on the Tract on which the Qualified Improvement Project will be located, consents in writing to the levy of an Assessment and Assessment Lien against the Tract to secure the repayment of the Financing, which shall be in Recordable form and be binding on the holder of the lien who signs the consent, together with its successors and assigns, all in accordance with this Section 3. Determination of fair market value under this Subsection 3.1 shall be determined by a certified appraiser pursuant to guidelines adopted pursuant to NRS 271.6325 in the Program Guide.

3.2 CREATION OF THE DISTRICT. The District shall be comprised of Tracts within the boundaries created by Section 3.1 against each of which there has been Recorded a Notice of Assessment and Assessment Lien and for which no Release (as defined above) has been Recorded.

3.3 PARTICIPATION IN THE PROGRAM. The Program Administrator shall formally implement the Program through the creation of a publicly accessible website through which the public may submit applications for the Program

3.4 PROGRAM ADMINISTRATION. The City may enter into a contract with a qualified, third-party Program Administrator to assist City staff in the creation and implementation of the C-PACE program. The City may authorize such Program Administrator to perform various tasks in accordance with the Act and this Resolution. The City may

delegate authority to Record documents hereunder to the Program Administrator or to the Qualified Capital Provider. The Program Administrator may:

- A. Develop additional Program requirements, forms, consents, and materials, as approved by the City Program Manager.
- B. Create an application form and approved Property Owner applications.
- C. Approve Qualified Service Companies and Qualified Capital Providers.
- D. Develop the methods to determine Program eligibility requirements including:
 - 1. Loan-to-value and lien-to-value limitations pursuant to NRS 271.6315(2)(b)(d), inclusive;
 - 2. Insurance requirements;
 - 3. Supplemental sources of Financing; and
 - 4. Additional forms of security.
- E. Conduct market analysis and Program marketing plans.
- F. Develop Program quality assurance and quality control plan.
- G. The Program Administrator may adopt such trade name or names under which to operate as the Program Administrator, which the consent of the City Program Manager, may determine from time to time determine.

3.5 CITY AUTHORITY. The City hereby delegates authority to the City Program Manager and City Attorney to negotiate the form and content of the C-PACE documents attached to the Program Guide. The City hereby delegates authority to the City Program Manager to execute documents related to a Financing, including the Assessment Agreement, the Notice of Assessment and Assessment Lien and the C-PACE Assignment. The Program Administrator, in collaboration with the City Council, City Program Manager, and City Attorney, may from time-to-time amend the Program Guide.

3.6 SOURCES OF FINANCING.

A. Except as otherwise provided herein, Qualified Improvement Projects must be financed or refinanced only through an Assessment and secured by an Assessment Lien on the real property with respect to the Financing obtained from a Qualified Capital Provider pursuant to a Financing Agreement.

B. In addition to, but not in lieu of Financing pursuant to a Financing Agreement, a Qualified Improvement Project may be financed or refinanced through an assessment on the real property to secure bonds issued pursuant to NRS 271.475. Any bond or interim warrant issued for Qualified Improvement Projects may not be used in furtherance or support of a

Financing Amount under a Financing Agreement with a Qualified Capital Provider, must not be secured by a pledge of the general credit or taxing power of the City or by the surplus and deficiency fund established pursuant to NRS 271.428, and shall be supplemental to direct financing by a Capital Provider pursuant to a Financing Agreement described in Section 3.6(C) below.

C. In a Financing through a Qualified Capital Provider:

i. The City shall assign the Assessment and Assessment Lien to the Qualified Capital Provider pursuant to the form of C-PACE Assignment attached to the Program Guide;

ii. The Qualified Capital Provider is solely responsible for the billing, collection, and the enforcement of the Assessment and Assessment Lien; and

iii. A Delinquent C-PACE Payment will result in the interest and penalties set forth in the Financing Agreement, and enforcement of a Delinquent C- PACE Payment shall be by judicial foreclosure in the manner of a mortgage.

3.7 ASSESSMENT AGREEMENT AND FINANCING AGREEMENTS. Each Property Owner of a Qualifying Commercial or Industrial Real Property or part thereof wishing to be an active and voluntary participant in the Program shall enter into a written voluntary Assessment Agreement with the City, whereby the Property Owner consents in writing to the specific amount of the Assessment and Assessment Lien that will be imposed for the Qualified Improvement Project to secure repayment of the Financing provided by the Qualified Capital Provider for the Project and to the Recordation of the Notice of Assessment and Assessment Lien against its real property. Such Property Owner, or its lessee, as applicable, shall enter into a Financing Agreement with a Qualified Capital Provider that sets forth the applicable terms to repay the Financing Amount for a Qualified Improvement Project. A Notice of Assessment and Assessment Lien with the property legal description and Assessment Agreement attached shall be Recorded.

3.8 WRITTEN CONSENT OF LENDER. Each Lender with an interest in a Tract on which a Qualified Improvement Project will be located shall provide an executed and notarized Lender Consent in recordable form. Each Lender Consent, and any amendment thereto, must be Recorded. Upon Recording, the Lender Consent is binding on the Lender that executed it, together with that Lender's successors and assigns, and on any other person or Lender holding an interest in the Tract to which the Lender Consent relates.

The Lender Consent only applies to person or entities meeting the definition of "Lender" herein as of the date of Recordation of the Notice of Assessment and Assessment Lien.

3.9 SPECIAL REVENUE FUND. The City Council may create, by resolution, a special revenue fund known as the "City of Elko C-PACE Program Special Revenue Fund," which shall be a separate and distinct source of funds for Qualified Improvement Projects unrelated to the Act, but which may not be used to repay installment payments under a Financing Agreement.

For the City of Elko C-Pace Program Special Revenue Fund, the City Council may, in its discretion, authorize:

A. Revenue or transfers from the City's General Fund, bond proceeds issued for the District, special assessment proceeds, interest, program fees, grants, rebates, or donations.

B. The expenditure of revenues to:

(1) Finance Qualified Improvement Projects on Qualifying Commercial or Industrial Real Property within the District, and the completion of Energy Audits, engineering or architectural work, supplies, equipment, workforce development, and training;

(2) Fund Program operations, marketing, supplies, or administrative costs of the Program;

(3) Fund the cost of a bond issuance, interim warrant, other financing mechanisms, or incidental costs;

(4) Fund a loan loss reserve fund; and

(5) Accumulate earned interest on deposited funds or revenues of a reserve.

SECTION 4

ADMINISTRATION OF THE C-PACE PROGRAM: PROJECT ELIGIBILITY

4.1 APPLICATION PROCESSING. An interested Property Owner, a lessee, or a representative of the Property Owner, may submit an application to the City or its Program Administrator for a Tract within the District. The Program Administrator will review the application material and determine whether the Tract and proposed Project meet the C-PACE Program eligibility requirements contained in the Act, this Resolution, and the Program Guide. Project applications from interested Property Owners or lessees will be processed on a first come, first serve basis on their own merits and in accordance with the Act, this resolution and the Program Guide, and shall only apply to the Tract set forth in the application.

4.2 SIZE THRESHOLDS. There is no minimum or maximum aggregate dollar amount that may be financed under the Program.

4.3 ELIGIBLE PROJECT. A Qualified Improvement Project located on a Qualifying Commercial or Industrial Real Property is eligible to participate in the Program provided the required audit or feasibility study as described in the Program Guide has been reviewed by the Program Administrator and determined to be feasible with respect to its findings, savings, benefits, and compliance with any provisions within the Act, this Resolution or Program Guide, without further action required by the Elko City Council.

4.4 PROJECT ELIGIBILITY NOTIFICATION. The Program Administrator shall prepare and deliver to the Property Owner a Project Eligibility Notification.

SECTION 5

ADMINISTRATION OF THE C-PACE PROGRAM: PROJECT FINANCING

5.1 ROLE OF CITY. Neither the City nor any public authority or other governmental entity whose board is appointed by the City shall lend its credit under this C-PACE Program.

Unless otherwise specified in the Program Guide, the role of City shall be limited to:

- A. Executing the written voluntary Assessment Agreement with the Property Owner.
- B. Executing and Recording the Notice of Assessment and Assessment Lien for the Property; and
- C. Executing the C-PACE Assignment to the Qualified Capital Provider that provides the Financing for the Qualified Improvement Project.

5.2 FINANCING AMOUNTS; FEES AND COSTS. As described in Section 3.6, Qualified Capital Providers may finance Projects under the Program. The Financing Agreement entered into between a Property Owner or its lessee, as applicable, and Qualified Capital Provider for a Qualified Improvement Project must specify the aggregate Financing Amount, which shall comprise the total cost of the Qualified Improvement Project(s), as well as interest on that amount during the Financing Term and any other C-PACE Program costs and closing fees. The interest rate of Financing shall be determined by mutual agreement of Property Owner and Qualified Capital Provider. The amount of a C-PACE Financing shall be fully amortized in the C-PACE Installment Payments over the Financing Term as agreed by the Property Owner or lessee, as applicable and Qualified Capital Provider. The amount of Financing shall be fully amortized in the Installment Payments over the Financing Term as agreed by the Property Owner or lessee, as applicable, and qualified Capital Provider. Neither the City nor the City Program Manager shall be involved in the negotiation of the Financing Agreement.

5.3 FINANCING TERM. The Financing Term shall not exceed the useful life of the Qualified Improvement Project or, if the Qualified Improvement Project includes more than one improvement, the weighted average expected life of all Qualified Improvement Projects financed by the Financing Agreement or bond issuance.

5.4 ADMINISTRATIVE FEES. The City may establish administrative fees to be applied to each financed Qualified Improvement Project. The C-PACE Program will be self-financed, and the Program fees charged to participating Property Owners are designed to cover the start-up and recurring costs to administer the Program. Each financed project administration fee, as approved by the City, and published in the Program Guide shall be disbursed to the Program Administrator at the closing of Financing by the Qualified Capital Provider.

5.5 FORM OF ASSESSMENT AND FINANCING AGREEMENT. The Assessment Agreement executed by the Property Owner and the City shall be in substantially the form attached to the Program Guide.

SECTION 6

ADMINISTRATION OF THE C-PACE PROGRAM: CLOSING AND LIEN RECORDING

6.1 REPAYMENT MECHANISM. Financing provided under the C-PACE Program will be repaid by collection of installment payments of the Financing Amount by the Qualified Capital Provider as described in Section 7.

6.2 NOTIFICATION OF CLOSING. Upon close of Financing, the Program Administrator will promptly provide notice thereof to the City Program Manager, which notice shall include a statement of the Financing Amount, executed and notarized Lender Consents, if any, and a copy of the Financing Agreement executed by all parties thereto. The City Program Manager shall provide such documentation to the City Attorney and City Clerk.

6.3 PROMPT LIEN RECORDING. At the close of Financing, the Notice of Assessment and Assessment Lien, with the Assessment Agreement and legal description of the Tract attached as an exhibit, and then the C-PACE Assignment, shall be Recorded in such order. Any amendments thereto must also be Recorded. Prior to closing the Financing, the Property Owner must submit to the Program Administrator and Qualified Capital Provider evidence that: (i) the Property Owner is current on payments of all loans secured by a mortgage or deed to trust lien on the property and on Real Estate Tax payment to the County, (ii) Property Owner and lessee, as applicable are not insolvent or subject to bankruptcy proceedings, and (iii) Property Owner's title to the Tract is not in dispute.

Following Recordation of the C-PACE Assignment, installment payments of the Financing Amount shall be billed and shall be collected and enforced by the Qualified Capital Provider or its designee.

SECTION 7

ADMINISTRATION OF THE C-PACE PROGRAM: BILLING, REPAYMENT, REMITTANCE, DELINQUENCIES, AND TRANSFERS

7.1 APPLICABILITY. The Program Guide may specify any necessary or applicable procedures with respect to billing, repayment, remittance, delinquencies, or transfers, and the role of the City, Program Administrator, and/or any Qualified Capital Provider.

7.2 BILLING, REPAYMENT, DISBURSEMENT, REMITTANCE. Billing, collection, and repayment of the Financing Amount are the sole responsibility of the Qualified Capital Provider in amounts and at such time as described in the Financing Agreement.

7.3 DELINQUENCIES. Only the current C-PACE installment payment and any Delinquent C-PACE Payments shall be prior and superior to all liens, claims, encumbrances, and titles other than the liens and assessments of general taxes pursuant to NRS 361.450. Delinquent C-PACE Payments shall (i) accrue penalties and interest in accordance with the Financing Agreement, and (ii) be enforced in accordance with the Financing Agreement. Foreclosure is the sole responsibility of the Qualified Capital Provider and shall be performed in the manner of a judicial foreclosure of a mortgage.

7.4 TRANSFERS. The Property Owner subject to an Assessment and Assessment Lien shall assume the obligation to repay all remaining, unpaid C-PACE installment payment due under the Financing Agreement (according to the installment payment schedule,) whether the transfer of ownership was voluntary or involuntary. Only the current C-PACE installment payment and any Delinquent C-PACE Payments, together with any costs of collection under the Financing Agreement, shall be payable at the settlement of a foreclosure sale.

C-PACE loans may be transferred, assigned, or sold by a Qualified Capital Provider at any time during the Financing Term without consent from Property Owner, City, or any other party, provided that Qualified Capital Provider shall Record a C-PACE Assignment. Recordation of such assignment shall constitute an assumption by the successor Capital Provider of the rights and obligations contained in the Financing Agreement and the Assessment Agreement, as assigned by the City.

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

PASSED AND ADOPTED this 28th day of July 2026.

CITY OF ELKO

By: *Reece Keener*
Reece Keener (Jul 29, 2026 16:31:22 PDT)
REECE KEENER, MAYOR

ATTEST:

Annette Robinson
ANNETTE ROBINSON, CITY CLERK

VOTE:

AYES: Mayor Reece Keener, Councilman Chip Stone, Councilman Clair Morris, Councilwoman Marissa Lostra, Councilman Giovanni Puccinelli

NAYS: None

ABSENT: None

ABSTAIN: None

City of Elko_C-PACE_Resolution Final ar

Final Audit Report

2026-07-30

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