

Good morning,

I will not be in attendance for this week's City Council meeting. I just want to give you my thoughts on these items.

**Item 15.**

**Councilwoman Williams-Harper – Fire Chief Stork – Discussion/For Possible Action – Direct City Attorney to enter into negotiations with Nye County and the Duckwater Shoshone Tribe regarding Fire Service agreements.**

The reason for this is that right now Nevada Highway Patrol only has 3 Troopers in the Ely area, and we are constantly getting paged out for a slide off or a vehicle off the road by NHP dispatch which is out of Las Vegas. The problem is that most of these are unfounded or non-injury. When this happens, we have an ambulance and possibly the Rescue Engine and manpower out of the area and we have no way to recover the expenses of fuel, labor, wear, etc. I have told the Sheriff's office that we are not going to respond unless we have confirmed injury accident or a confirmed medical condition to respond to. Duckwater is a Sovereign Nation and is also in Nye County. If we are having to respond out there, we should have an agreement like what we have with Ely Shoshone Tribe. These calls typically have us out of service for 3 hours or more.

**Item 16. Councilwoman Williams-Harper – Fire Chief Stork – Discussion/For Possible Action – Approval to notice and accept bids for the City's Ford E350 ambulance, which is out of service.**

Currently Rescue 5 is out of service and has been for almost 2 years. The radio has been removed and the power load system has been removed along with any items we could use on our other units. This Ambulance was purchased from White Pine County for \$10.00 over 10 years ago. We took it out of service when we purchased Rescue 2. Prior to that we had to have it towed back to the station twice from the airport because it broke down. I had someone approach me about buying it, so I figured now was a good time to put it up for sale. This unit was running when we parked it however, we have tried to start it so we could move it and we are unable to get it started. It may be a fuel filter or fuel pump problem, but I am not going to spend any money on repairing it, so I suggest we sell it as is.

Thanks, and have a good day!

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**CITY OF ELY REDEVELOPMENT PLAN**

**NOVEMBER 15, 2004**

**REDEVELOPMENT PLAN  
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## **INTRODUCTION**



## **I. INTRODUCTION**

This is the Redevelopment Plan (the "Plan") for the Redevelopment Area (the "Redevelopment Area"), which is located in the territorial jurisdiction of the City of Ely (the "City"), State of Nevada. This Plan consists of text, the Redevelopment Area Map (Exhibit "A"), and a Legal Description of the Redevelopment Area (Exhibit "B")

This Plan has been prepared pursuant to Nevada Revised Statutes (NRS) 279.382 through 279.685 which provide for the exercise of redevelopment authority by a redevelopment agency.

Implementation of this Plan by the City and the Redevelopment Agency of Ely is governed by the provisions contained in this Plan as it may be amended from time to time. Hereinafter the term "Agency" refers to the Redevelopment Agency of the City of Ely. The term "Legislative Body" refers to the City Council of the City of Ely.

The definitions of general terms which are contained in Nevada Revised Statutes govern the construction of this Plan, unless more specific terms and definitions are otherwise provided in this Plan. All statutory references hereinafter shall be to the Nevada Revised Statutes.

Many of the requirements contained in this Plan are necessitated by and in accord with statutory provisions in effect at the time of adoption of this Plan. Such statutory provisions may be changed from time to time. In the event that any such changes affect this Plan's requirements, and would be applicable to the Agency, the Redevelopment Area, or this Plan, whether or not this Plan were formally amended to reflect such changes, then the requirements of this Plan that are so affected shall be superseded by such changes, to the extent necessary to be in conformity with such changes.

The Redevelopment Area includes all properties within the boundary shown on the Redevelopment Area Map and described in the Legal Description of the Redevelopment Area.

The proposed redevelopment of the Redevelopment Area as described in this Plan conforms to the Master Plan for the City of Ely as applicable and as applied in accord with local codes and ordinances.

This Redevelopment Plan is based upon the Preliminary Plan formulated and adopted by the Ely Planning Commission (the "City Planning Commission") on August 5, 2004.

**This Plan provides the Agency with powers, duties and obligations to implement and further the program generally formulated in this Plan for the redevelopment, rehabilitation, and revitalization of the Redevelopment Area. This Plan does not present a specific plan or establish priorities for specific projects for the redevelopment, rehabilitation, and revitalization of any particular area within the Redevelopment Area. Instead, this Plan presents a series of ideas and recommendations for revitalization which are designed to reduce and eliminate decline and deterioration, stimulate new investment, stabilize the tax base and maintain the viability of existing businesses. This Plan will also provide a basic framework within which specific development plans will be presented, priorities for specific projects will be established, and tools to fashion, develop, and proceed with such specific plans, projects and solutions will be provided to the Agency.**

**In general, the goals and objectives of the redevelopment program in the Redevelopment Area are as follows:**

- 1. To eliminate and prevent the spread of blight and deterioration and the conservation, rehabilitation and redevelopment of the Redevelopment Area in accord with the Master Plan, the Redevelopment Plan and local codes and ordinances.**
- 2. To achieve an environment reflecting a high level of concern for architectural, landscape, and urban design and land use principles appropriate for attainment of the objectives of the Redevelopment Plan.**
- 3. To minimize unplanned growth by guiding revitalization activities and new development in such fashion as to meet the needs of the Redevelopment Area, the City and its citizens.**
- 4. To retain existing businesses by means of redevelopment and rehabilitation activities and by encouraging cooperation and participation of owners, businesses and public agencies in the revitalization of the Redevelopment Area.**
- 5. To encourage investment by the private sector in the development and redevelopment of the Redevelopment Area by eliminating impediments to such development and redevelopment.**
- 6. To encourage maximum participation of residents, businesspersons, property owners, and community organizations in the redevelopment of the Redevelopment Area.**
- 7. To replan, redesign and develop areas which are stagnant or improperly used.**

- 8. To insure adequate utility capacity to accommodate redevelopment and new development.**

**Redevelopment of the Redevelopment Area pursuant to this Redevelopment Plan and the above goals and objectives will attain the purposes of the Nevada Revised Statutes Chapter 279 by:**

- (1) elimination of areas suffering from economic dislocation, and disuse in affected areas;**
- (2) replanning, redesign and/or redevelopment of areas which are stagnant or improperly utilized, in ways which could not be accomplished solely by private enterprise without public participation and assistance;**
- (3) protection and promotion of sound development and redevelopment of blighted areas and the general welfare of the citizens of the City by remedying such injurious conditions through the employment of appropriate means;**
- (4) installation of new, or replacement of existing public improvements, facilities and utilities in areas which are currently inadequately served with regard to such improvement, facilities and utilities; and**
- (5) other means as determined appropriate.**

**GENERAL DEFINITIONS, REDEVELOPMENT**

**AREA BOUNDARY AND LEGAL**

**DESCRIPTION**

## **II. GENERAL DEFINITIONS AND REDEVELOPMENT AREA BOUNDARY AND LEGAL DESCRIPTION**

### **A. General Definitions**

The following definitions are used in this Plan unless otherwise indicated by the text:

1. "Agency" means the Redevelopment Agency of the City of Ely, Nevada.
2. "City" means the City of Ely, Nevada.
3. "City Council" means the City Council of the City of Ely.
4. "Community Redevelopment Law" means the Community Redevelopment Law of the State of Nevada (Nevada Revised Statutes 279.382 to 279.685).
5. "Redevelopment Area" means the area included within the boundaries of the Ely Redevelopment Area, as established by this Plan and as depicted and described in the Exhibits attached hereto.
6. "Legislative Body" means the City Council of the City of Ely.
7. "NRS" means the Nevada Revised Statutes for the State of Nevada.
8. "State" means the State of Nevada.
9. "County" means White Pine County, Nevada.
10. "Plan" means this Redevelopment Plan for the City of Ely Redevelopment Area.

### **B. Redevelopment Area Boundary And Legal Description**

The boundaries of the Redevelopment Area are shown on the Redevelopment Area Map attached as Exhibit "A" and are described in the Redevelopment Area Legal Description attached as Exhibit "B". This Plan establishes the Redevelopment Area.

**PROPOSED  
REDEVELOPMENT ACTIVITIES**

### **III. PROPOSED REDEVELOPMENT ACTIVITIES**

#### **A. General**

The Agency proposes to eliminate and prevent the spread of blight and blighting influences, and strengthen the economic base of the Redevelopment Area and the City, by some or all of the following:

1. Permitting participation in the redevelopment process by owners and occupants of properties located in the Redevelopment Area, consistent with this Plan and rules adopted by the Agency;
2. Acquisition of real property;
3. Management of property under the ownership and control of the Agency;
4. Relocation assistance to displaced occupants of property acquired by the Agency in the Redevelopment Area;
5. Demolition of property for uses in accordance with this Plan;
6. Redevelopment of land by private enterprise and public agencies for uses in accordance with this Plan;
7. Rehabilitation of structures and improvements by present owners, their successors, and the Agency;
8. Provision of utilities, roads, streets, landscaping, parking facilities and other public improvements;
9. Consideration of the implementation of land use controls or regulations.

In the accomplishment of these activities, and in the implementation and furtherance of this Plan, the Agency is authorized to use all the powers provided in this Plan and all the powers to the extent now or hereafter permitted by law, which powers are not expressly limited by this Plan.

#### **B. Owner Participation and Business Reentry Preferences**

##### **1. Owner Participation**

Owners of real property within the Redevelopment Area shall be extended reasonable opportunities to participate in the redevelopment of property in the Redevelopment Area if

such owners agree to participate in the redevelopment in conformity with this Redevelopment Plan and the owner participation implementation rules adopted by the Agency. These owner participation opportunities are explained in more detail in the Rules Governing Participation by Property Owners and the Extension of Reasonable Preferences for Property Owners, in the Ely Redevelopment Area of the City of Ely.

In appropriate circumstances where such action would foster the goals and objectives contemplated by the Redevelopment Plan, an owner may participate in substantially the same location either by retaining all or portions of his property; retaining all or portions of his property and purchasing adjacent property if needed and available for development; rehabilitating or demolishing all or part of his existing buildings; initiating new development; or selling property to the Agency.

Participation opportunities shall necessarily be subject to and limited by factors including but not limited to the following:

- (1) the elimination and/or modification, if any, of existing land uses;
- (2) the construction, vacation, realignment and/or alteration, if any, of existing streets;
- (3) the ability of participants to finance and complete proposed developments and rehabilitations;
- (4) the capability and/or experience of the owner participant, as determined by the Agency, to implement the proposed development;
- (5) the proposed land uses for redevelopment of the Redevelopment Area;
- (6) intensification of certain land uses; and
- (7) the construction or expansion of public facilities.

## **2. Participation by Tenants**

Non-property owners who are tenants engaged in business or residing in the Redevelopment Area shall be extended reasonable preferences if they wish to purchase property at



their present location for the purpose of rehabilitating and/or expanding existing improvements or to build new improvements in conformance with the designated land uses and other requirements of this Plan. However, the preference provided to such business or residential tenants will be subordinate to, or follow, the preference provided to the existing property owners.

Businesses and residential tenants may also submit proposals for rehabilitation and/or new development at locations other than their existing location, as long as said property conforms to the Plan. However, no preference shall be provided to business and/or tenants for this type of proposal.

### **3. Participation Agreements**

The Agency may require that, as a condition of participating in redevelopment, each participant shall enter into a binding written participation agreement with the Agency by which the participant agrees to rehabilitate, develop or use the property in conformance with this Plan and to be subject to the provisions hereof and such other provisions and conditions to which the parties may agree. In such agreements, participants who retain real property may be required to make the provisions of this Plan and such participation agreement applicable to their properties.

If an owner fails to participate in the redevelopment under a participation agreement, the Agency shall have the right to acquire the subject property for redevelopment by any legal means permitted under the law and the provisions of this Plan. If so provided in the participation agreement, the price of such acquisition will be the property's fair market value at the time of execution of the participation agreement. Whether or not a participant enters into a participation agreement with the Agency, the provisions of this Plan are applicable to all public and private property in the Ely Redevelopment Area.

### **4. Implementing Rules**

The Owner Participation provisions shall be implemented according to the rules adopted by the Agency simultaneous with the adoption of this Plan, and as the same may be from time to time amended by the Agency. Where there is a

conflict between the participation provisions in this Plan and such rules adopted by the Agency, the Plan shall prevail.

## **C. PROPERTY ACQUISITION**

### **1. Acquisition of Real Property**

The Agency may acquire, but is not required to acquire, any real property located in the Redevelopment Area by purchase, lease, option, gift, grant, bequest, devise, or eminent domain as authorized by law.

The Agency may exercise the power of eminent domain to acquire property for a redevelopment project if: (a) The property sought to be acquired is necessary to carry out this Plan; (b) The Agency has made every reasonable effort to negotiate the purchase of the property. The method the Agency would use to acquire property through eminent domain is further explained within its Rules Governing Participation by Property Owners and the Extension of Reasonable Preferences for Property Owners, in the Ely Redevelopment Area of the City of Ely.

The Agency is authorized to acquire structures without acquiring the land upon which those structures are located. The Agency is also authorized to acquire any other interest in real property less than a fee.

Without the consent of the owner, the Agency shall not acquire property retained by an owner participant pursuant to a participation agreement if the owner fully performs under the agreement. The Agency shall not, without the consent of an owner, acquire real property on which an existing building is to be continued on its present site and in its present form and use unless such building requires structural alteration, improvement, modernization, or rehabilitation, or the site or lot on which the building is situated requires modification in size, shape or use, or it is necessary to impose upon such property any of the standards, restrictions, and controls of this Plan and the owner fails or refuses to participate in the Plan by execution or fulfilling the obligations of a participation agreement.

## **2. Acquisition of Personal Property**

Generally, personal property may not be acquired by the Agency. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Redevelopment Area by any lawful means. The Agency may also acquire by gift, purchase, lease or eminent domain any personal property in connection with real property acquired by the Agency.

## **D. Property Management**

The Agency is authorized to manage and control all real property owned, acquired or leased by it. Such property may be rented or leased by the Agency pending its disposition for redevelopment, and such rental or lease shall be pursuant to such policies as the Agency may adopt.

## **E. Relocation of Persons (Including Individuals and Families), Business Concerns and Others Displaced by the Project**

### **1. Assistance in Finding Other Locations**

The Agency shall assist all persons, business concerns, and others displaced by Agency action in the Redevelopment Area in finding other locations and facilities. In order to carry out the Redevelopment Plan with a minimum of hardship to persons, business concerns, and others, if any, displaced from their respective places of residence or businesses, the Agency shall assist such persons, business concerns and others in finding new locations that are decent, safe, sanitary, within their respective financial means, in reasonably convenient locations, and otherwise suitable to their respective needs.

### **2. Relocation Payments**

The Agency shall make relocation payments for moving expenses and direct losses of personal property to persons, business concerns, and others displaced by Agency action in the Redevelopment Area and shall make additional relocation payments as may be required by law. Such relocation payments shall be made pursuant to Chapter 342 of Nevada Revised Statutes and the regulations previously

adopted by the Agency and the City of Ely. The Agency, at its option, may make such other payments as may be appropriate and for which funds are available.

**F. Demolition, Clearance, Public Improvements, Building and Site Preparation**

**1. Demolition and Clearance**

The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property acquired in the Redevelopment Area as necessary to carry out the purpose of this Plan.

**2. Public Improvements**

The Agency is authorized to install and construct, or to cause to be installed and constructed, the public improvements, facilities and utilities necessary to carry out this Plan. Such public improvements, facilities and utilities include, but are not limited to the following:

- (1) sewers;
- (2) storm drains;
- (3) electrical, natural gas, telephone and water distribution systems;
- (4) parks and plazas;
- (5) playgrounds;
- (6) parking and transportation facilities;
- (7) landscaped areas;
- (8) street and circulation improvements;
- (9) flood control improvements and facilities;
- (10) entryway features;
- (11) recreational improvements; and

- (12) other public facilities serving the needs of  
Redevelopment Area occupants.

**3. Preparation of Building Sites**

The Agency is authorized to prepare, or cause to be prepared, as building sites, any real property in the Redevelopment Area owned or acquired by the Agency.

**G. Property Disposition and Development**

**1. Real Property Disposition and Development**

**a. General**

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by negotiated lease, sale, or transfer without public bidding but only after a public hearing, notice of which shall be given by publication for not less than once a week for two weeks in a newspaper of general circulation published in White Pine County.

A lease or sale by the Agency of real property acquired by it in the Redevelopment Area shall be conditioned on the redevelopment and use of the property in conformity with this Plan.

All real property acquired by the Agency in the Redevelopment Area shall be sold or leased to public or private persons or entities for development for the uses permitted in this Plan, and any such sale or lease may be for an amount at less than fair market value if necessary to effectuate the purposes of this Plan. Real property may also be conveyed by the Agency to the City, and, where beneficial to the Redevelopment Area, to any other public body without charge or for an amount at less than fair market value.

All purchasers or lessees of property from the Agency shall be made obligated to use the property for the purposes designated in this Plan, to begin and

complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan, including the provisions of the Agency's existing Employment Plan.

**b. Employment Plan**

The Agency shall, as it determines to be appropriate, require that a proposal for a redevelopment project include an employment plan which includes:

- (a) A description of the existing opportunities for employment within the Redevelopment Area;
- (b) A projection of the effect that the redevelopment project will have on opportunities for employment within the Redevelopment Area; and
- (c) A description of the manner in which an employer relocating his business into the Redevelopment Area plans to employ persons living within the area of operation who are:
  - (1) Economically disadvantaged;
  - (2) Physically handicapped;
  - (3) Members of racial minorities;
  - (4) Veterans; or
  - (5) Women.

During the period of development in the Redevelopment Area, the Agency shall ensure that the provisions of this Plan and of other documents formulated pursuant to this Plan are being observed, and that development in the Redevelopment Area is proceeding in accordance with development documents and time schedules.

**c. Disposition and Development Documents**

The Agency shall reserve powers and controls in disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to ensure that development is expeditiously carried out pursuant to this Plan.

To provide adequate safeguards to ensure that the provisions of this Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this Plan and any adopted Design Guidelines and other conditions imposed by the Agency by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the zoning ordinance, conditional use permits, or other means. Where appropriate as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the Recorder of White Pine County.

The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, or any other provision necessary to carry out this Plan.

**d. Development Financing by the Agency or Other Public Bodies or Entities**

The Agency may, with the consent of the Legislative Body, pay all or part of the value of the land for, and the cost of the construction of, any building, facility, structure or other improvement and the installation of any improvement which is publicly or privately owned and located within the redevelopment area. Before the Legislative Body may give its consent, it shall determine that:

- (1) The buildings, facilities, structures or other improvements are of benefit to the Redevelopment Area or the immediate



neighborhood in which the Redevelopment Area is located; and

- (2) No other reasonable means of financing those buildings, facilities, structures or other improvements are available.

Those determinations by the Agency and the Legislative Body are final and conclusive.

If the value of the land or the cost of the construction of that building, facility, structure or other improvement, or the installation of any improvement has been, or will be, paid or provided for initially by the community or other governmental entity, the Agency may enter into a contract with that community or governmental entity under which it agrees to reimburse the community or governmental entity for all or part of the value of that land or the cost of the building, facility, structure or other improvement, or both, by periodic payments over a period of years. The obligation of the Agency under that contract constitutes an indebtedness of the Agency which may be payable out of taxes levied and allocated to the Agency under paragraph (b) of subsection 1 of Nevada Revised Statutes 279.676, or out of any other available money.

**e. Development Plans**

All development plans (whether public or private) shall be processed in the manner provided by applicable City codes, as they are, or as they may be, amended from time to time. All development in the Redevelopment Area must conform to City (as appropriate) and Agency design review procedures, including any Design Guidelines adopted by the Agency.

**2. Personal Property Disposition**

For the purposes of this Plan, the Agency is authorized to lease, sell, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property which is acquired by the Agency.



## **H. Cooperation with Public Bodies**

For the purpose of aiding and cooperating in the planning, undertaking, construction or operation of redevelopment projects located within the area in which it is authorized to act, any public body, upon the terms and with or without consideration as it determines, may:

1. Dedicate, sell, convey or lease any of its property to the Agency.
2. Cause parks, playgrounds, recreational, community, educational, water, sewer or drainage facilities, or any other works which it is otherwise empowered to undertake, to be furnished adjacent to or in connection with a redevelopment plan.
3. Furnish, dedicate, close, pave, install, grade, regrade, plan or replan streets, roads, roadways, alleys, sidewalks or other places which it is otherwise empowered to undertake.
4. Plan or replan, zone or rezone any part of such area and make any legal exceptions from building regulations and ordinance.
5. Enter into agreements with the federal government respecting action to be taken by such public body pursuant to any of the powers granted by Nevada Revised Statutes 279.382 to 279.685, inclusive. Such agreements may extend over any period, notwithstanding any law to the contrary.
6. Purchase or legally invest in any of the bonds of the Agency and exercise all of the rights of any holder of such bonds.

The Agency, by law, is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The Agency, however, will seek the cooperation of all public bodies which own or intend to acquire property in the Redevelopment Area. Any public body which owns or leases property in the Redevelopment Area will be afforded all the privileges of owner participation if such public body is willing to enter into a participation agreement with the Agency. All plans for development of property in the Redevelopment Area by a public body shall be subject to Agency approval.

## **LAND USES AND DEVELOPMENT REQUIREMENTS**

#### **IV. LAND USES AND DEVELOPMENT REQUIREMENTS**

##### **A. Redevelopment Area Map and Major Redevelopment Area Land Uses**

The Redevelopment Area Map attached hereto as Exhibit "A" illustrates the location of the Redevelopment Area boundaries, identifies the major streets within the Redevelopment Area, and designates the major land uses authorized within the Redevelopment Area by the City's current Master Plan. The City will from time to time update and revise its Master Plan. It is the intention of this Redevelopment Plan that the City's Master Plan, as it currently exists, or as it may from time to time be amended, and as implemented and applied by City ordinances, resolutions and other laws be used as a guide to long range planning. The major land uses authorized within the Redevelopment Area by the Master Plan are described below:

##### **B. Major Land Uses**

Major land uses permitted within the Redevelopment Area include:

Residential  
Industrial  
Commercial  
Public/Semipublic  
Park/Open Space

The preceding uses may be used for any of the various kinds of uses specified for or permitted within such areas by the Master Plan, as it currently exists or as it may be amended from time to time.

##### **C. Other Land Uses**

###### **1. Public Rights-of-Way**

Major public streets within the Redevelopment Area are detailed on the Redevelopment Area Map as Exhibit "A" and are listed as follows:

- (1) Aultman Street
- (2) Mill Street
- (3) Clark Street

- (4) High Street
- (5) Lyons Avenue
- (6) Ely Street
- (7) 5<sup>th</sup> Street
- (8) Eighth Street
- (9) Fifteenth Street
- (10) Eleventh Street
- (11) A Avenue
- (12) B Avenue
- (13) C Avenue
- (14) D Avenue
- (15) E Avenue
- (7) U.S.Highway 6

Additional public streets, alleys and easements may be created in the Redevelopment Area as needed for proper use and/or development. Existing streets and alleys may be abandoned, closed or modified as necessary for proper use and/or development.

Any changes in the existing street layout shall be in accord with the City's Master Plan.

## **2. Conforming Properties**

Without the consent of the owner, the Agency shall not acquire any real property on which an existing building is to be continued on its present site and in its present form and use unless an existing building requires structural alteration, improvement, modernization or rehabilitation, or the site or lot on which the building is situated requires modification in size, shape or use, or it is necessary to impose upon such property any of the standards, restrictions and controls of

this Plan. The Agency may acquire such property if the owner refuses to enter into a participation agreement or Disposition and Development Agreement or fails to redevelop the property or otherwise carry out the provisions of such agreement.

**D. Interim Uses**

Pending the ultimate development of land by developers and participants, the Agency is authorized to use or permit the use of any land in the Redevelopment Area for interim uses not in conformity with the uses permitted in this Plan. Such interim use shall conform to all applicable City codes.

**E. Nonconforming Uses**

The Agency is authorized to permit an existing use to remain in an existing building in good condition, which use does not conform to the provisions of this Plan, provided that such use is generally compatible with existing and proposed developments and uses in the Redevelopment Area, and abatement of such uses is not required by applicable City codes.

The Agency may authorize additions, alterations, repairs or other improvements in the Redevelopment Area for uses which do not conform to the provisions of this Plan where such improvements are within a portion of the Redevelopment area where, in the determination of the Agency, such improvements would be compatible with surrounding Redevelopment Area uses and development and are permitted under applicable City codes.

**F. General Controls and Limitation**

All real property in the Redevelopment Area is hereby made subject to the controls and requirements of this Plan. No real property shall be developed, rehabilitated, or otherwise changed after the latest effective date of the ordinances adopting this Plan, except in conformance with the provisions of this Plan.

**1. Construction**

All construction within the Redevelopment Area shall be reviewed by the Redevelopment Agency and shall comply with all applicable State and local laws in effect at the time.

**2. Limitation on the Number of Buildings**

The number of buildings in the Redevelopment Area shall not exceed the number of buildings permitted under the Master Plan.

**3. Number of Dwelling Units**

The number of dwelling units in the Redevelopment Area shall not exceed the maximum number allowed under the densities permitted under the City's Master Plan, as implemented and applied by local codes and ordinances.

**4. Limitations on Type, Size and Height of Buildings**

The type, size, and height of buildings shall be as limited by the City's Master Plan and applicable federal, state and local statutes and ordinances.

**5. Open Spaces, Landscaping, Light, Air and Privacy**

The approximate amount of open space to be provided in the Redevelopment Area is the total of all areas which will be in the public rights-of-way, the public grounds, spaces around buildings, and all other outdoor areas not permitted to be covered by buildings. Landscaping shall be developed in the Redevelopment Area to ensure optimum use of living plant material.

In all areas, sufficient space shall be maintained between buildings to provide adequate light, air and privacy.

**6. Signs**

All signs shall conform to City requirements as appropriate. Design of all new signs shall be submitted to the City for review and approval prior to installation.

**7. Utilities**

The Agency shall require that all utility placement be governed according to the prevailing Ely Municipal Code.

**8. Incompatible Uses**

No use or structure which, in the Agency's opinion would, by reason of appearance, traffic, smoke, glare, noise, odor, or similar factors, be incompatible with the surrounding areas or structures shall be permitted in any part of the Redevelopment Area.

**9. Public Uses**

The intent of this Redevelopment Plan is to maintain the amount of property currently being used for public purposes. However, in any area the Agency is authorized to permit the maintenance, establishment or enlargement of public, semi-public, institutional or non-profit uses, including park and recreational facilities, libraries, educational, fraternal, employee, philanthropic, religious and charitable institutions, utilities, railroad rights-of-way, and facilities of other similar associations or organizations. All such uses shall conform so far as possible to the provisions of this Plan applicable to the uses in the specific area involved and is permitted under the Master Plan. The Agency may impose such other reasonable restrictions as are necessary to protect the development and uses in the Redevelopment Area.

**10. Other Covenants, Conditions and Restrictions**

The Agency is authorized to permit minor variations from the limits, restrictions and controls established by this Plan. In order to permit any such variation, the Agency must determine that:

- a. The application of certain provisions of the Plan would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Plan;
- b. There are exceptional circumstances or conditions applicable to the property or to the intended development of the property which do not apply generally to other properties having the same standards, restrictions, and control;
- c. Permitting a variation will not be materially detrimental to the public welfare or injurious to property or improvements in the area;

- d. **Permitting a variation will not be contrary to the objectives of the Plan; and**
- e. **The Agency will ensure that any deviation will not impair the purpose of this Plan, the Zoning district or any applicable zoning regulations.**

**G. Design Guidelines**

**Within the limits, restrictions, and controls established in this Plan, the Agency is authorized to establish heights of buildings, land coverage, set back requirements, design and sign criteria, traffic circulation, traffic access, parking, and other development and design controls necessary for proper development and use of both private and public areas within the Redevelopment Area. These may be established by the approval of specific developments, by the adoption of general restrictions and controls, by resolution of the Agency, or by the adoption of one or more Design Guidelines pursuant to this Section.**

**H. Building Permits**

**No permit shall be issued for the construction of any new building or any addition, construction, moving, conversion or alteration to an existing building in the Redevelopment Area from the date of effectiveness of the ordinance approving this Plan until the application for such permit has been reviewed by the Agency. Any permit that is issued hereunder must be in conformance with the provisions of this Plan, any Design Guidelines adopted by the Agency, any restrictions for controls established by resolution of the Agency, and any applicable participation or other agreement.**

**The City may request that the Agency comment on an application for a building permit in order to determine whether the application conforms to the requirements of this Plan. Agency review will be advisory only and will not control the City's approval or disapproval of an applicant.**

**I. Nondiscrimination and Nonsegregation**

**There shall be no discrimination or segregation based on race, color, sex, age, creed, religion, national origin or ancestry permitted in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Redevelopment Area.**



## **METHOD OF FINANCING THE AREA**

## **V. METHOD OF FINANCING THE AREA**

### **A. General Description of the Proposed Financing Method**

The Agency is authorized to finance activities in the Redevelopment Area with tax increment funds; interest income; Agency bonds, donations; loans from private financial institutions; the lease or sale of Agency owned property; owner participant or developer loans; participation in development; or with financial assistance from White Pine County, the City, State of Nevada, the federal government, or any other available source, public or private.

The Agency is also authorized to obtain advances, borrow funds, issue bonds, and create indebtedness in carrying out this Plan. The principal and interest on such indebtedness may be paid from tax increments or any other funds available to the Agency. Advances and loans for surveys and planning, and for the operating capital for administration of the Redevelopment Area, may be provided by the City or any other available source, public or private, until adequate tax increment or other funds are available or sufficiently assured to repay the advances and loans and to permit borrowing adequate working capital from other sources. The City, as it is able, may also supply additional assistance through issuance of bonds, loans and grants and in-kind assistance.

Tax increment financing, as authorized by this Plan, is intended as the primary source of financing (in combination with other sources of financing that may be available) for specific activities in the Redevelopment Area.

The Agency is authorized to finance this Plan by all means permitted by law. The analysis and description of the proposed method of financing the Redevelopment Plan is contained in the Agency's Report to the City Council. The analysis provides sufficient detail to determine the economic feasibility of this Plan.

### **B. Tax Increment Funds**

All taxes levied upon taxable property within the Redevelopment Area each year, by or for the benefit of the State of Nevada, White Pine County, the City of Ely, any district or any other public corporation (hereinafter sometimes called "taxing agencies") after the effective date of the ordinance approving this Plan, shall be divided as follows:

1. That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of the taxing agencies upon the total sum of the assessed value of the taxable property in the Redevelopment Area as shown upon the assessment roll used in connection with the taxation of the property by the taxing agency, last equalized before the effective date of the ordinance, must be allocated to and when collected must be paid into the funds of the respective taxing agencies as taxes by or for such taxing agencies on all other property are paid. To allocate taxes levied by or for any taxing agency or agencies which did not include the territory in the Redevelopment Area on the effective date of the ordinance but to which the territory has been annexed or otherwise included after the effective date, the assessment roll of the County last equalized on the effective date of the ordinance must be used in determining the assessed valuation of the taxable property in the Redevelopment Area on the effective date. If property which was shown on the assessment roll used to determine the amount of taxes allocated to the taxing agencies is transferred to the state and becomes exempt from taxation, the assessed valuation of the exempt property as shown on that assessment roll must be subtracted from the assessed valuation used to determine the amount of revenue allocated to the taxing agencies.
2. Except as otherwise provided in paragraphs 3 and 4, that portion of the levied taxes each year in excess of the amount set forth in paragraph 2 must be allocated to and when collected must be paid into a special fund of the Redevelopment Agency to pay the costs of redevelopment and to pay the principal of and interest on loans, money advanced to, or indebtedness, whether funded, refunded, assumed, or otherwise, incurred by the Redevelopment Agency to finance or refinance, in whole or in part, redevelopment. Unless the total assessed valuation of the taxable property in the Redevelopment Area exceeds the total assessed valuation of the taxable property in the Redevelopment Area shown on the last equalized assessment roll referred to in paragraph 1, all of the taxes levied and collected upon the taxable property in the Redevelopment Area must be paid into the funds of the respective taxing agencies. When the Redevelopment Plan is terminated and all loans, advances and indebtedness, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Redevelopment Area

**must be paid into the funds of the respective taxing agencies as taxes on all other property are paid.**

- 3. That portion of the taxes in excess of the amount set forth in paragraph (1) that is attributable to a tax rate levied by a taxing agency to produce revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness that was approved by the voters of the taxing agency on or after November 5, 1996, must be allocated to, and when collected must be paid into the appropriate fund of the taxing agency.**
- 4. That portion of the taxes in excess of the amount set forth in paragraph (1) that is attributable to a new or increased tax rate levied by a taxing agency and was approved by the voters of the taxing agency on or after November 5, 1996 must be allocated to, and when collected must be paid into the appropriate fund of the taxing agency.**

**Except as otherwise provided, in any fiscal year, the total revenue paid to the Redevelopment Agency must not exceed an amount equal to the combined tax rates of the taxing agencies for that fiscal year multiplied by 20 percent (20%) of the total assessed valuation of the City.**

**For the purposes of this section, the assessment roll last equalized before the effective date of the ordinance approving the Redevelopment Plan is the assessment roll in existence on March 15<sup>th</sup> immediately preceding the effective date of the ordinance.**

**This section shall be construed to fully implement the provisions of the Community Redevelopment Law Section 279.676.**

#### **C. Agency Bonds**

**The Agency is authorized to issue bonds from time to time, if it deems it appropriate to do so, in order to finance all or any part of activities in the Redevelopment Area.**

**Neither the members of the Agency, Agency staff, nor any persons executing the bonds are liable personally on the bonds by reason of their issuance.**

**The bonds and other obligations of the Agency are not a debt of the City, the state or any of its political subdivisions and neither the City, the state nor any of its political subdivisions is liable on them,**

nor in any event shall the bonds or obligations shall so state on their face. The bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

**D. Time Limit on Issuing Securities or Establishment of Indebtedness**

Securities must not be issued and no indebtedness may be incurred in any other manner, by or on behalf of the Agency to finance, in whole or in part, the Redevelopment Plan beyond 30 years after the date on which the Redevelopment Plan is adopted, except that the Agency may incur indebtedness at any time before the termination of the Redevelopment Plan if the indebtedness is fully repaid no later than the termination of the Redevelopment Plan. The maturity date of any securities which are refunded must not extend beyond the date of termination of the Redevelopment Plan.

Any securities issued by or on behalf of the Agency to finance, in whole or in part, redevelopment pursuant to NRS 279.620 to 279.626, inclusive, and 279.634 to 279.672, inclusive, must mature and be fully paid, including any interest thereon, before the termination of the Redevelopment Plan.

**E. Other Loans and Grants**

Any other loans, grants, guarantees, or financial assistance from the United States, the State of Nevada, or any other public or private source will be utilized if available as appropriate in carrying out activities in the Redevelopment Area. In addition, the Agency may make loans as permitted by law to public or private entities for any of its redevelopment purposes.

## **VI. ACTIONS BY THE CITY**

The City may aid and cooperate with the Agency in carrying out this Plan and may take all actions necessary to ensure the continued fulfillment of the purposes of this Plan and to prevent the recurrence or spread in the area of conditions causing blight. Actions by the City may include, but are not limited to, the following:

1. Institution and completion of proceedings for opening, closing, vacating, widening, or changing the grades of streets, alleys, and other public rights-of-way, in the Redevelopment Area. Such action by the City shall include the requirement of abandonment, removal, and relocation by the public utility companies of their operations in public rights-of-way as appropriate to carry out this Plan, provided that nothing in this Plan shall be construed to require the cost of such abandonment, removal, and relocation be borne by others than those legally required to bear such costs;
2. Institution and completion of proceedings necessary for changes and improvements in private and publicly-owned utilities within or affecting the Redevelopment Area;
3. Revision or adoption of the City zoning ordinance(s), specific plan(s), or the Master Plan as appropriate within the Redevelopment Area to permit the land uses and development authorized by or necessary or desired to carry out this Plan;
4. Imposition wherever necessary (by covenants or restrictions, conditional use permits or other means) of appropriate controls within the limits of this Plan upon parcels in the Redevelopment Area to ensure their proper development and use;
5. Execution of statutory development agreements where necessary and appropriate to facilitate developments approved by the Agency;
6. Provisions for administrative enforcement of this Plan by the City, as appropriate, after development;
7. Performance of the above actions, and of all other functions and services relating to public health, safety, and physical development normally rendered in accordance with a schedule which will permit the redevelopment of the Redevelopment Area to be commenced and carried to completion without unnecessary delays;



8. Provisions of services and facilities by the various officials, offices and departments of the City for the Agency's purposes under this Plan;
9. Provision of financial assistance in accordance with this Plan or as authorized by law; and/or
10. The undertaking and completing of any other proceedings necessary to carry out activities in the Redevelopment Area.

The foregoing actions to be taken by the City may involve financial outlays by the City, but do not constitute a commitment to make such outlays.

## **VII. ENFORCEMENT**

The administration and enforcement of this Plan, including the preparation and execution of any documents implementing this Plan, shall be performed by the Agency and/or the City.

Without limitation on the powers conferred on the City or Agency by statute or law, the provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by court litigation instituted by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, re-entry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in the Redevelopment Area may be enforced by such owners.

## **VIII. DURATION OF THIS PLAN**

The provisions of this Plan and any amendments hereto shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for thirty (30) years after the date on which this Plan is adopted. This Plan and any amendments hereto will terminate thirty (30) years after the date on which this Plan is adopted.

## **IX. PROCEDURE FOR AMENDMENT**

This plan may be amended by means of the procedure established in the Community Redevelopment Law, or by any other procedure established by law.

## **X. IMPLEMENTATION AGREEMENTS**

The Agency and City may enter into any agreement(s) between them which they deem necessary to implement the provisions of this Plan. Such agreements shall relate only to the implementation of this Plan and shall not revise, change or modify any of the provisions, requirements or limitations of this Plan.

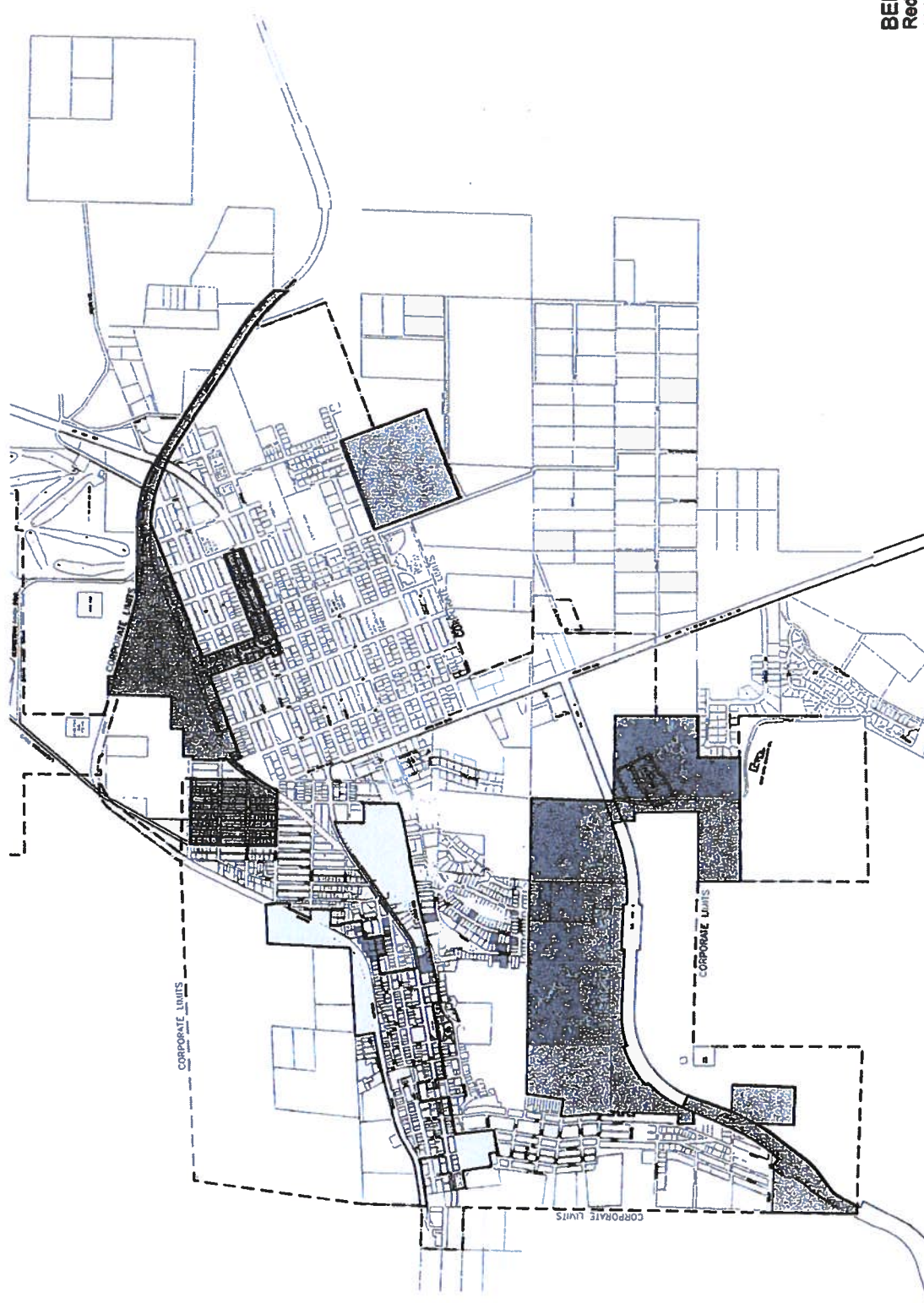
## **XI. SEVERABILITY**

If any provision, section, subsection, subdivision, sentence, clause or phrase of this Plan is for any reason held to be invalid, unenforceable, or unconstitutional, such decision shall not affect the validity and effectiveness of the remaining portion or portions of the Plan. In the event that any portion of the Redevelopment Area shall be determined to have been invalidly or incorrectly included in the Redevelopment Area that is the subject of this Plan, such portion of the Redevelopment Area shall be deemed severable from the remainder of the Redevelopment Area and the remainder of the Redevelopment Area shall remain fully subject to the provisions of this Plan.



## **EXHIBIT A**

### **REDEVELOPMENT AREA MAP**



# LEGEND

- Boundaries
- Sub-Area A
- Sub-Area B
- Sub-Area C
- Sub-Area D



**BENDER & ASSOCIATES**  
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## REDEVELOPMENT AREA PLAN ELY, NEVADA

## **EXHIBIT B**

### **LEGAL DESCRIPTION OF THE REDEVELOPMENT AREA**

November 17, 2004

**LEGAL DESCRIPTION  
OF  
CITY OF ELY  
REDEVELOPMENT AREA**

The boundaries of the City of Ely, Nevada, Redevelopment Area are described in this Legal Description. The Areas are broken out into four (4) different areas listed as Area A, Area B, Area C and Area D. All four (4) areas are within the incorporated boundaries of the City of Ely, Nevada, in portions of Sections 10, 11, 14, 15, 16, 17, 21 and 22 all in T.16 N., R.63 E., M.D.B. & M., and more particularly described as follows:

**AREA A**

Beginning at the Southwest corner of the above said Section 21. **Thence** Northerly along the Section line to the South 1/16 corner between section 20 and said section 21; **thence** Easterly along the North line of the SW1/4 SW1/4 of section 21 to an intersection point with the Westerly right of way line of U.S. Highway No. 6 at approximate centerline station "O2" 4+06; **thence** Northeasterly along the Westerly right of way line of U.S. Highway No. 6 to a point on the said right of way line of U.S. No. 6 to Station "C2"348+38.75, 284.54 feet left of centerline and as described in Right of way relinquishment in Book 220, Page 431; **thence** Southeasterly along the Southwesterly right of way line of U.S. Highway No. 6, 184.54 feet to Station "C2"348+38.75, 100.00 feet left of centerline; **thence** Northeasterly along the Westerly right of way line of U.S. Highway No. 6 to an intersection point with the North line of the NE1/4 SW1/4 of section 21 at approximate highway station "C2" 364+32, 100 feet left of centerline; **thence** Westerly along said North line of the NE1/4 SW1/4 of section 21 to the West Center 1/16 corner of said section 21; **thence** Northerly along the West line of the NE1/4 SW1/4 of section 21 to an intersection point with the south line of Lot 48 of Block D of the White Brown Addition to City of Ely shown on County map No. 74; **thence** Easterly along the South line said Lot 48 to the Southeast corner of Lot 48; **thence** Northerly along the West line of said Block D to the Northeast corner of Lot 21; **thence** Westerly along the North line of said Lot 21 to the Southeast corner of Lot 20; **thence** Northerly along the west line of said Lot 20 to the Southeast corner of Lot 10 of Block D shown on County Map No. 43; **thence** Easterly along the South line of the property in Book 314, Page 181 approximately 50 feet to the Southeast corner of said property; **thence** Northerly along the East line of the property in Book 314, Page 181 approximately 75 feet to the Northeast corner of said property; **thence** Westerly along the North line of the property in Book 314, Page 181 approximately 50 feet to the Southeast corner of Lot 13 of Block D; **thence** Northerly along the West line of said Block D to the Northeast corner of Lot 15 of Block D; **thence** Easterly along the South line of the property in Book 300, Page 545 approximately 50 feet to the Southeast corner of said property; **thence** Northerly along the East line of the property in Book 300, Page 545 approximately 75 feet to the Northeast corner of said property; **thence** Westerly along the North line of the property in Book 300, Page 545 approximately 50 feet to the Southeast corner of Lot

19 of Block D; thence Northerly along the West line of said Block D to the Northeast corner of Lot 7 of Block D shown on County Map No. 10; thence Northeasterly across Fourth Street to the Southeast corner of Lot 10 of Block 26 shown on County Map No. 5; thence Northerly along the West line of said Block 26 and continuing along the East line of Block 20 to the Northeast corner of Lot 1 of Block 20; thence Northerly across Second Avenue to the Southeast corner of Lot 10 of Block 14; thence Easterly across Hall Street and along the South line of Lot 1 of Block 1 of the Hall Addition to the City of Ely to the Southeast corner of said Lot 1 shown on County Map No. 45; thence Northerly along the West line of said Block 1 of the Hall Addition to an intersection point with the Section line between Sections 16 and 21; thence Easterly along the said Section line to the Northeast corner of Section 21; thence Easterly along the North section line of section 22 to the West 1/16 corner of Sections 15 and 22; thence Southerly along the East line of the NW1/4 NW1/4 of Section 22 to the Northwest center 1/16 corner of Section 22; thence Easterly along the North line of the SE1/4 NW1/4 of section 22 to the North Center 1/16 corner of section 22; thence Southerly along the East line of the SE1/4 NW1/4 of section 22 to the center 1/4 corner of section 22; thence Westerly along the South line of the SE1/4 NW1/4 of section 22 to the Center - East - West 1/64 corner of section 22; thence Southerly along the East line of the NW1/4 NE1/4 SW1/4 of section 22 to the Northeast - Southwest 1/64 corner of section 22; thence Westerly along the South line of the N1/2 N1/2 SW1/4 of section 22 to the North - South 1/64 corner between sections 21 and 22; thence Northerly along the said section line between sections 21 and 22 to the West 1/4 corner of section 22; thence Easterly along the South line of the SW1/4 NW1/4 of section 22 to a point approximately 200' westerly of the West-center 1/16 corner of section 22 being the Southwest corner of the adjusted parcel shown on County Map No. 569; thence Northerly along the West line of the above said adjusted parcel to the Northwest corner of the above said parcel; thence Westerly along the South line of the City of Ely parcel to the Southwest corner of said parcel as on County Map No. 239; thence Northerly along the West line of said City of Ely parcel to the Northwest corner of said parcel also being a point on the South line of U.S. Highway No. 6 at Station "C" 414+78.85, 75 feet right of centerline; thence Northerly across said right of way to a point on the North right of way line of U.S. Highway No. 6 at highway station "C" 415+00.00, 100 feet left of centerline; thence Westerly along the said North right of way line of U.S. Highway No. 6 to highway station "C" 366+13.00, 100 feet left of centerline; thence Southeasterly across the highway right of way and at right angles to the centerline, to the Southeasterly right of way line of U.S. Highway No. 6 at highway station "C" 366+13.00, 100 feet right of centerline; thence Southwesterly along said right of way line to the intersection point of the North line of the City of Ely property shown on County Map No. 240, as shown in Book 396, Page 80; thence Easterly along said North line of the City of Ely parcel to the Northeast corner of said parcel; thence Southerly along the East line of said parcel to the Southeast corner of the City of Ely parcel; thence Westerly along the South line of said parcel to the Southwest corner of the City of Ely parcel; thence Northerly along West line of said parcel to the intersection of the West line of said parcel and the South right of way line of U.S. Highway No. 6; thence Southwesterly along the Southerly right of way line of U.S. Highway No. 6 to the approximate highway station "A" 333+85.47 and an intersection point with the south line of section 21; thence Westerly along the South section line of section 21 to the Southwest corner of section 21 and the point of beginning. Described Area A containing 303 Acres more or less of sections 21 and 22 of T.16 N., R.63 E., M.D.B. & M.



## **AREA B**

Beginning at the centerline intersection point of Campton Street and Orson Avenue within the City of Ely, Nevada. Thence Westerly along the centerline to Campton Street to the centerline intersection point of Campton Street and Tenth Street; thence Northerly along the centerline of said Tenth Street to the centerline intersection point of Tenth Street and Clark Street; thence Westerly along the centerline of said Clark Street to the centerline intersection of Clark Street and Sixth Street; thence Northerly along the centerline of said Sixth Street to the centerline intersection of said Sixth Street and Aultman Street as shown on County Map No. 5; thence Westerly along the centerline of said Aultman Street to an intersection point of the centerline of Aultman Street and the West line of Lot 7 of Block C of the Ely Townsite; thence Northerly along said West line of Lot 7 to the an intersection point of the West line of Lot 7 and the centerline of the alley of said Block C; thence Easterly along the centerline of the alley of said Block C to an intersection point with the centerline of Sixth Street; thence Northerly along the centerline of Sixth Street to the centerline intersection of Sixth Street and Lyons Avenue; thence Westerly along the Centerline of said Lyons Avenue to the centerline intersection of Lyons Avenue and Fifth Street; thence Southerly along the centerline of said Fifth Street to the centerline intersection of Fifth Street and Clark Street; thence Westerly along the centerline of said Clark Street to the centerline intersection of Clark Street and Mill Street; thence Southerly along the centerline of said Mill Street to the centerline intersection of Mill Street and Mill Avenue; thence Westerly along the centerline of said Mill Avenue to the intersection point of the centerline of Mill Avenue and the Easterly boundary line of the property owned by James and Donna Bath as described in the Deed in Book 61, Page 289; thence Northerly along said East boundary line of the Bath property to the Northeast corner of said property; thence Westerly along the North boundary line of said Bath property to an intersection point with the centerline of First Street; thence Northerly along the centerline of said First Street to an intersection point with the centerline of First Street and the south line of Clark Street; thence Westerly along the South line of Clark Street to an intersection point with the South line of Clark Street and the West line of Block V of County Map No. 5; thence Northerly along the West line of said Block V to an intersection with the centerline with Aultman Street; thence Easterly along the centerline of said Aultman Street to the centerline intersection of Aultman Street and First Street; thence Northerly along the centerline of said First Street to the centerline intersection of the alley of Block T and First Street; thence Easterly along the centerline of said Alley of Block T to the centerline intersection of the alley of Block T and Second Street; thence Northerly along the centerline of said Second Street to the intersection point with the South right of way line of the Nevada Northern Railroad at approximate railroad station 398+43; thence Westerly along the south right of way line of said railroad to an intersection point with the West section line of Section 16 and said railroad right of way at the approximate railroad station 382+48.33; thence Northerly along the said section line to the North right of way line of said railroad; thence Easterly along the said North right of way line of said railroad to an intersection point with the East boundary line of the Morley Addition to the City of Ely as shown on County Map No. 76; thence Northerly along said East boundary line to the Northeast corner of Lot 5 Block A of the said Morley Addition; thence Easterly along the North line of the City Gravel Pit Tract as shown on County Map No. 47 to an intersection point with the said North line and the Northwestern right of way line of the Nevada Northern Railroad at approximate railroad station 426+58; thence Northeasterly along said

railroad right of way to an intersection point with the East line of the SW1/4 NE1/4 of section 16; **thence** Northerly along the said East line of the SW1/4 NE1/4 of section 16 to the Northeast 1/16 corner of section 16; **thence** Easterly along the North line of the SE1/4 NE1/4 of section 16 to an intersection point with the northwesterly right of way line of the Nevada Northern Railroad; **thence** Southeasterly across the said railroad right of way to an intersection point of with the South right of way line and the Northwest corner of Lot 1 of Block B of the Fay Addition as shown on County Map No. 12; **thence** Southerly along the West line of said Block B to the Southwest corner of Lot 4; **thence** Westerly along the projected South line of said Lot 4 to an intersection point with the Southerly right of way line of said railroad; **thence** Southwesterly along said right of way to an intersection point with the centerline of Center Street; **thence** Easterly along the centerline of Center Street to the centerline intersection of Center Street and Belfort Avenue; **thence** Southerly along the centerline of Belfort Avenue to an intersection point with the centerline of Belfort Avenue and the North line of the Petrelli Parcel as shown on County Map No. 690; **thence** Westerly along said North line of said Petrelli parcel to the Northwest corner of said parcel; **thence** Westerly across the alley to the Northeast corner of Parcel No. 1 of County Map No. 567; **thence** Westerly along the North line of said Parcel No. 1 to an intersection point with the centerline of Fifteenth Street; **thence** Southerly along the centerline of Fifteenth Street to an intersection point of the centerline of Fifteenth Street and the North line of Ely Street; **thence** Westerly along the said North line of Ely Street to an intersection point with said North line of Ely Street and the centerline of Fourteenth Street; **thence** Southerly along the centerline of Fourteenth Street to the centerline intersection with High Street; **thence** Westerly along the centerline of High Street to the centerline intersection with Thirteenth Street; **thence** Northerly along the centerline of Thirteenth Street to the Centerline intersection with alley of Block 51 of County Map No. 5; **thence** Westerly along the centerline of the alley of Block 51 to the Centerline intersection with Twelfth Street; **thence** Southerly along the centerline of Twelfth Street to the Centerline intersection with Aultman Street which is also the Centerline of U.S. Highway No. 50; **thence** Easterly along the centerline of Aultman Street to an intersection point with the West line of Lot 1 of Block 2 of the Magnuson Addition; **thence** Southerly along said West line of Lot 1 of Block 2 and continuing along the West line of the Ciciliano property in deed recorded in Book 212, Page 245 to the Southwest corner of said Ciciliano property; **thence** Easterly along the South line of said Ciciliano property and continuing along the South line of the Assuras property in deed recorded in Book 252, Page 125 to the intersection point with the centerline of Orson Avenue; **thence** Southerly along the centerline of Orson Avenue to the centerline intersection with Campton Street and the point of beginning. Described Area B containing 145 Acres more or less of sections 15 and 16 of T.16 N., R.63 E., M.D.B. & M.

## **AREA C**

Beginning at the centerline intersection point of Ogden Avenue and North Street within the City of Ely, Nevada. **Thence** Northerly along the centerline of Ogden Avenue to the centerline intersection point of Ogden Avenue and Crawford Street; **thence** Easterly along the centerline of Crawford Street to the intersection point with the East line of the NW1/4 NW1/4 of Section 15; **thence** Southerly along the said East line of the NW1/4 NW1/4 to an intersection point with the North right of way line of the Nevada Northern Railroad; **thence** Northeasterly along said railroad right of way to an intersection point with the East line of Lot 1 of Block 4 of the North Lawn Addition as shown on County Map No. 24; **thence** Northerly along the said East line of Block 4 to the Northeast corner of Lot 1 of said Block 4; **thence** continuing Northerly to the Southeast corner of Lot 8 of Block A of said North Lawn Addition; **thence** Westerly along the South Line of Said Lot 8 to the Southwest corner of Lot 8; **thence** Northerly along the West line of said Block A to the Northeast corner of Lot 1 of Block A of said North Lawn Addition; **thence** Easterly along the North line of said Block A and continuing along the North line of Lot 11 of the Georgetown Five Acre Plat as shown in Book 36 (Old Book C), Page 118 to an intersection point with the East line of Antelope Street of the Northern Addition as shown on County Map No. 28; **thence** Northerly along the East line of Antelope Street to an intersection point with the Section line between Sections 10 and 15 also being the Northwest Corner of Lot 9 of Block 14 of said Northern Addition; **thence** Easterly along the said North line of Lot 9 of Block 14 and continuing along the North lines of Lots 16 and 9 of Block 13 across Steptoe Street to the West line of Block 12 of the Northern Addition; **thence** Northerly along the West line of said Block 12 to the Northwest Corner of said Block 12; **thence** Easterly along the North line of said Block 12 and continuing across Front Street to the East line of Front Street also being the ¼ line of Section 10; **thence** Northerly along the East line of Front Street also being the West line of Lot 14 of the Georgetown Five Acre Tracts to the Northwest corner of said Lot 14; **thence** Easterly along the North line of said Lot 14 to the Northeast corner of Lot 14; **thence** Southerly along the East line of said Lot 14 to an intersection point with the North right of way line of the Nevada Northern Railroad; **thence** Southeasterly along the North right of way line of said railroad to an intersection point with the East line of the SW1/4 NE1/4 of Section 14; **thence** Southerly along the said East line of the SW1/4 NE1/4 of Section 14 to an intersection point with the South right of way line of said railroad; **thence** Northwesterly along the South right of way line of said railroad to an intersection point with the centerline of Avenue B of the Park Addition to the Ely City Townsite as shown on County Map No. 20; **thence** Westerly along the centerline of Avenue B to a centerline intersection point with the centerline of a North-South alley in Block 9 of the Townsite of Ely City as shown on County Map No. 14; **thence** Southerly along the centerline of said alley and the centerline of the alleys of Blocks 20 and 25 to a centerline intersection with Avenue E; **thence** Easterly along the centerline of Avenue E to an intersection with the East line of Block 38; **thence** Southerly along the East line of Block 38 to an intersection with the centerline of East Aultman Street which is also the centerline of U.S. Highway No. 93; **thence** Westerly along the center line of East Aultman Street to an intersection point with the East line of the Vacated alley within Block 35 and as shown on County Map No. 837; **thence** Northerly along the East line of said Vacated alley of Block 35 to the centerline of the East-west alley in said Block 35; **thence** Easterly along the centerline of said East-west alley of Block 35 to a centerline intersection with the centerline of the North-south alley of said Block 35; **thence** Northerly along



the centerline of the said North-South alley to an intersection point with the North line of said Block 35; **thence** Northerly across Avenue E to the intersection point of the South line of Block 26 and the centerline of the North-south alley of Block 26; **thence** Northerly along the centerline of the North-south alley of Block 26 to an intersection point with the North line of Block 26; **thence** Northerly across Avenue D to an intersection point with the South line of Block 19 and the centerline of the North-south alley in Block 19; **thence** Northerly along the centerline of the North-south alleys of Blocks 10 and 19 to a centerline intersection with Avenue B; **thence** Westerly along the centerline of Avenue B to an intersection with the West line of Block 12 and the centerline of Avenue B; **thence** Northerly along the projected West line of Block 12 to an intersection point with the South right of way line of the Nevada Northern Railroad; **thence** Southwesterly along the Southerly right of way line of said railroad to an intersection with the centerline of North Street; **thence** Westerly along the centerline of North Street to the centerline intersection with Ogden Avenue and the place of beginning. Described Area C containing 146 Acres more or less of sections 10, 14 and 15 of T.16 N., R.63 E., M.D.B. & M.

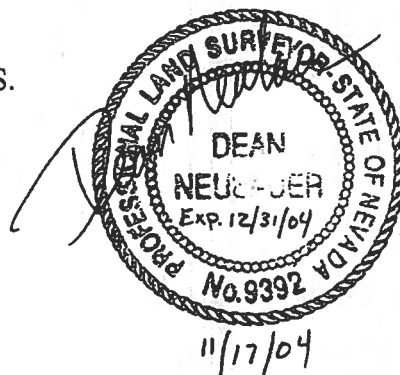
#### **AREA D**

Beginning at the intersection point of the centerline of Avenue M and the East line of Thirteenth Street within the City of Ely, Nevada. **Thence** Easterly along the centerline of Avenue M to the intersection point with the West line of Sixteenth Street; **thence** Southerly along the West line of Sixteenth Street to the Southeast corner of the School property as described in Book 287, Page 194; **thence** Southwesterly along the South line of said school property to the East line of thirteenth Street; **thence** Northwesterly along the East line of Thirteenth Street to the Centerline of Avenue M and the point of beginning. Described Area D containing 51 Acres more or less of section 14 of T.16 N., R.63 E., M.D.B. & M.

The above described Areas are all within the City of Ely, Nevada

This legal description is based on existing boundary lines and does not have a Basis of Bearings.

Dean Neubauer, P.L.S.  
Nevada No. 9392





CITY OF ELY  
LANDFILL SOUTH RUN-ON DITCH, PWR# WP-2023-163  
BID OPENING & REQUIRED DOCUMENTS CHECKLIST

April 10, 2023

BID ITEMS CHECK LIST		KIRCH CONSTRUCTION		DIRT WORKS		RECK BROTHER		GREAT BASIN ENG & CONSTRUCTORS	
BID PROPOSAL		UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
BID BOND, CERTIFIED/CASHIERS CHECK, CASH									
EXPERIENCE OF QUALIFICATIONS									
DESIGNATION OF SUBCONTRACTORS									
DESIGNATION OF SUBCONTRACTORS - 5% LIST									
DESIGNATION OF SUBCONTRACTORS - 1% LIST									
AFFIDAVIT OF NON-COLLUSION									
ADDENDUM #1									
ADDENDUM #2									

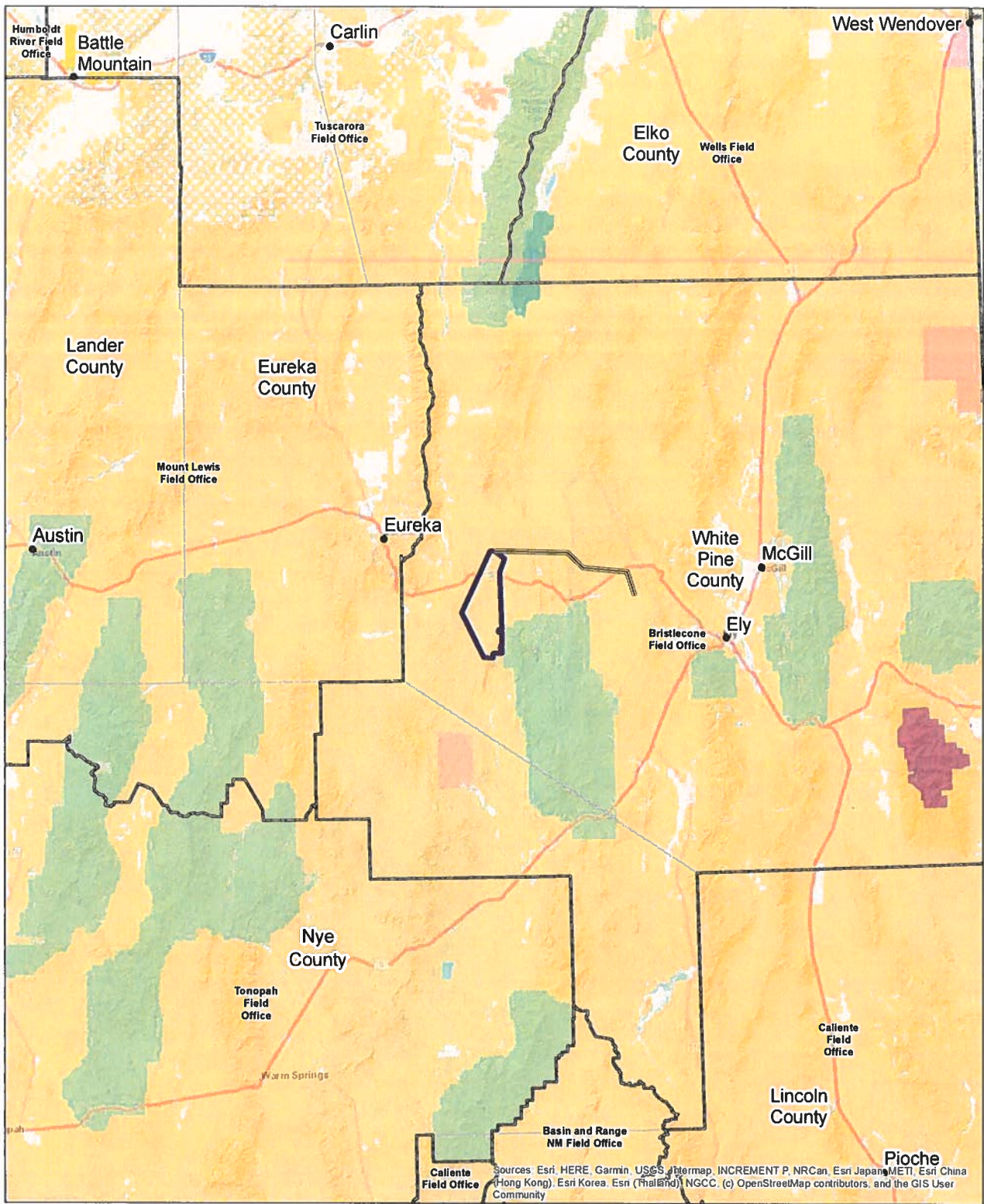
BASE BID BIDDING SCHEDULE				KIRCH CONSTRUCTION		DIRT WORKS		RECK BROTHER		GREAT BASIN ENG & CONSTRUCTORS		
		UNIT	AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	
1	MOBILIZATION / DEMOBILIZATION	LS	1	\$	6,000.00	\$	37,400.00	\$	10,000.00	\$	66,063.97	
2	DRAINAGE DITCH AND ACCESS ROAD	LS	1	\$	79,500.00	\$	44,400.00	\$	125,000.00	\$	157,830.38	
TOTAL BID PRICE					\$	85,500.00	\$	81,800.00	\$	135,000.00	\$	223,894.35

ALTERNATE-A BIDDING SCHEDULE												
		UNIT	AMOUNT	KIRCH CONSTRUCTION		DIRT WORKS		RECK BROTHER		GREAT BASIN ENG & CONSTRUCTORS		
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	
A1	CLEARING & GRUBBING	LS	1	\$	4,000.00	\$	58,400.00	\$	10,000.00	\$	17,072.42	
TOTAL BID PRICE					\$	4,000.00	\$	58,400.00	\$	10,000.00	\$	17,072.42

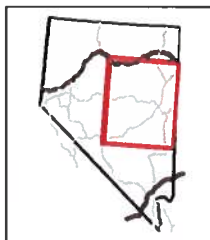
ALTERNATE-B BIDDING SCHEDULE		UNIT	AMOUNT	KURCH CONSTRUCTION		DIRT WORKS		RECK BROTHER		GREAT BASIN ENG. & CONSTRUCTORS		
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	
B1	GEOTEXTILE FABRIC	LS	1	\$	10,100.00	\$	29,400.00	\$	7,500.00	\$	107,024.10	
B2	RIPRAP	LS	1	\$	30,000.00	\$	42,400.00	\$	65,000.00	\$	91,606.24	
TOTAL BID PRICE					\$	40,100.00	\$	71,800.00	\$	72,500.00	\$	198,630.34

OVERALL PROJECT BID PRICE				\$	129,600.00	\$	212,000.00	\$	217,500.00	\$	439,597.11
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BID TABULATION IN ORDER OF LOWEST OVERALL PROJECT BID PRICE TO THE HIGHEST  
BASE BID PRICE FOR DIRT WORKS IS LOWER THAN THAT OF KIRCH CONSTRUCTION



Nevada



Map Location

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data. Decisions in this document only apply to BLM lands.

## Stagecoach Wind Project Environmental Impact Statement

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT



MAP PREPARED BY:  
B. Buttazoni  
on April 3, 2023.

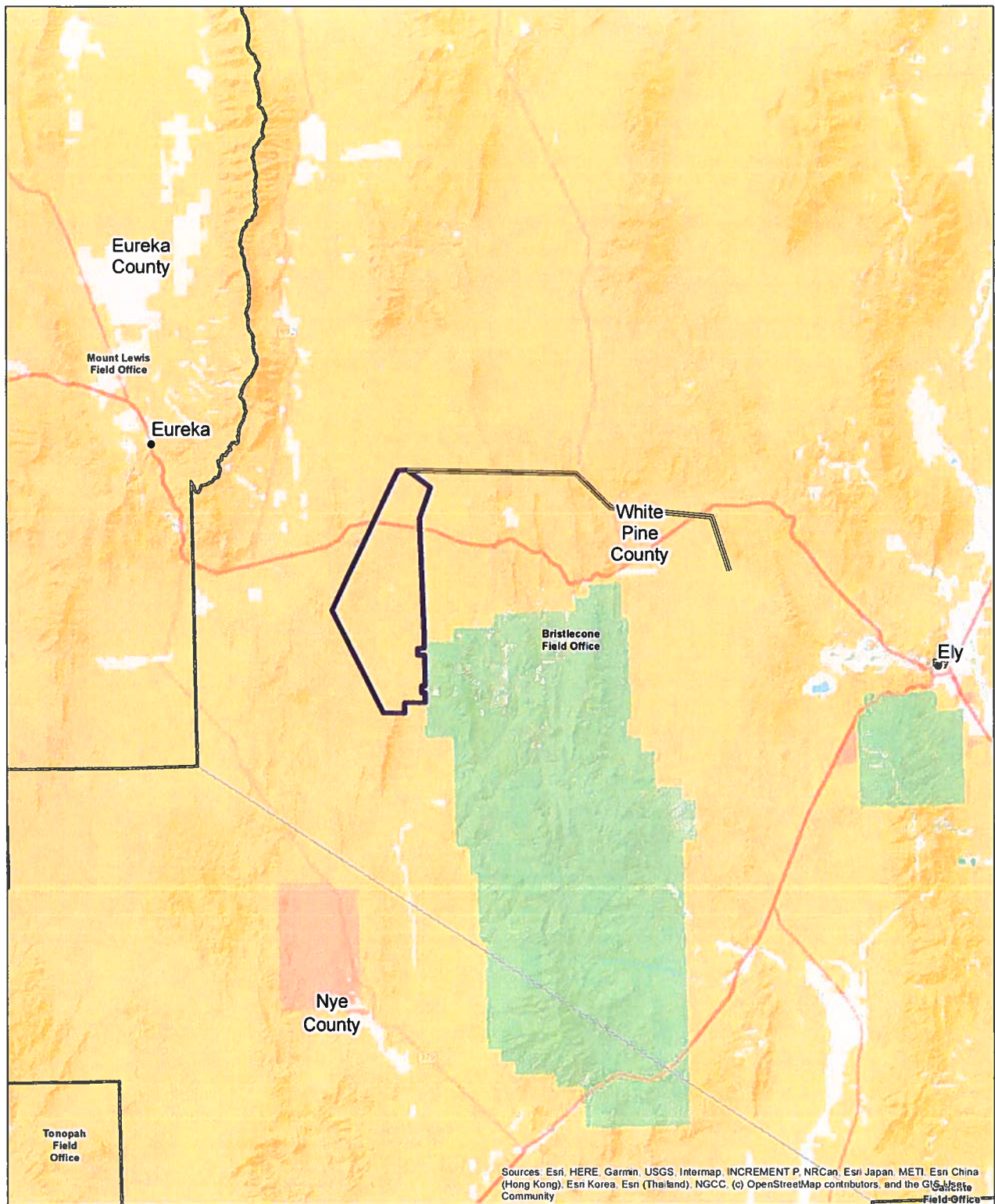


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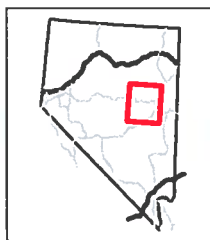
0 10 20 40 Miles







Nevada



Map Location

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## Stagecoach Wind Project Environmental Impact Statement

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT



MAP PREPARED BY:  
B. Buttazoni  
on April 3, 2023

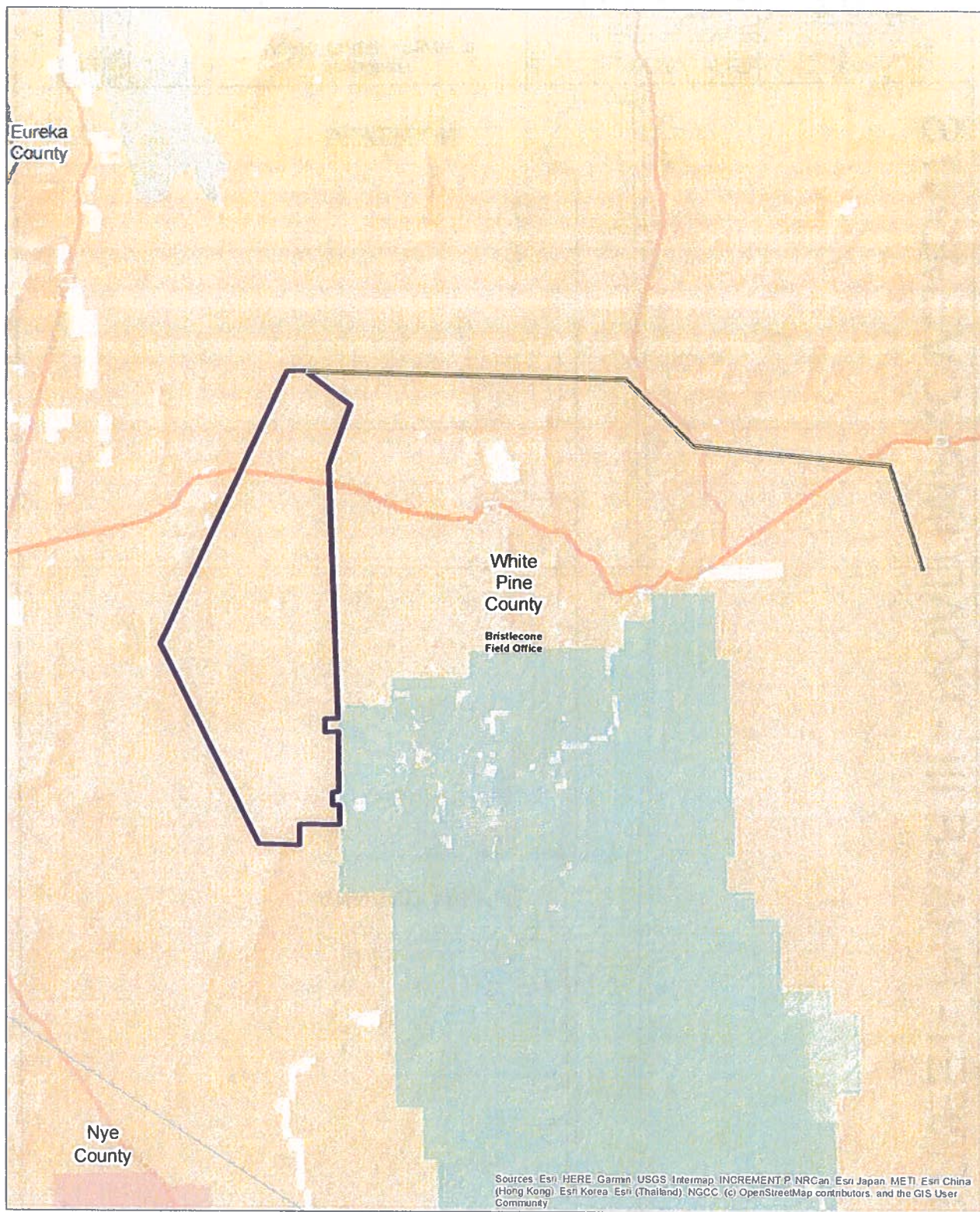


1:440,514



0 4.25 8.5 17 Miles





Nevada



Map Location

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## Stagecoach Wind Project Environmental Impact Statement

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT



MAP PREPARED BY:  
B. Buttaioni  
on April 3, 2023



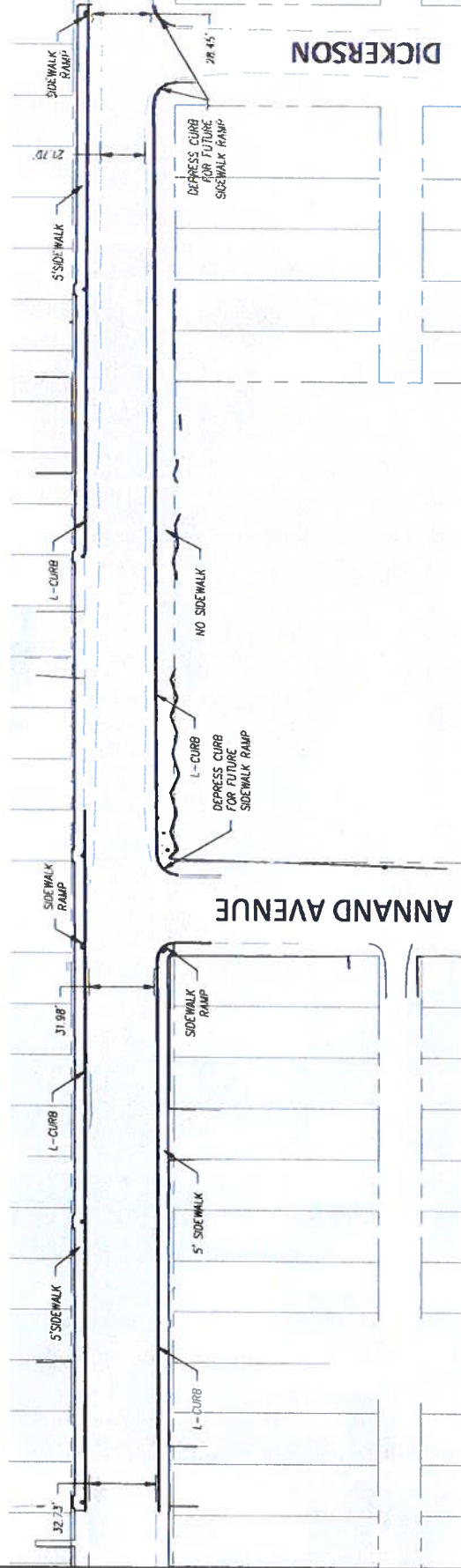
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0 2.25 4.5 9 Miles



# MURRY STREET - PHASE III - ROAD IMPROVEMENTS

SECTION 21, TOWNSHIP 16 NORTH, RANGE 63 EAST  
ELY, NEVADA



COVER SHEET  
MURRY STREET - PHASE III

PROJECT No.	22-001
DESIGNED BY	E. B. A.
CHECKED BY	D. B. A.
DATE	4/1/20
SCALE	N.T.S.
SHEET	C1.0

**Bash Engineering**  
Civil Engineering & Surveying  
208-9920 • Fax: 208-9920  
208-9920 • Fax: 208-9920



## **City Street Repair Plan – 2023**

The fall / winter of 2022-23 the City of Ely has received significant snow and unwavering cold temperatures which has resulted in significant damage to the streets of Ely. This has increased the amount of road repairs the City of Ely is in need of by a significant amount.

With the increased amount of damage to the streets throughout the community the goal of addressing all of the street repairs needed will be difficult to achieve. The process will take time and priorities need to be in place.

The City has determined that the first priority / first phase of the street repair work will be prioritizing the driving lanes of the \*Minor arterial streets and \*Main collector streets of Ely. (*\*Functional Classification determined by NDOT incorporating by reference Federal Highway Administration Criteria & Guidelines as well as local agency review, input & final approval.*) Prioritizing the minor arterial and main collector streets for repair is beneficial to servicing the essential vehicular travel needs of the City of Ely and the majority of its citizens in the most efficient and timely manner. These arterial and collector streets are the major streets for not only essential services, such as the hospital and the schools, but also serve as the main access to the various residential and other areas throughout the city. As such, repairing them first, allowing for unfettered vehicular traffic will be essential to providing the majority of the citizens' decent streets to utilize when traveling from one area of the community to another area.

In addition to the priority Minor Arterial and Major Collector streets in the City of Ely, streets accessing emergency service will also be included as a priority. Each damaged portion of these streets will be identified and the specific type of repair work necessary to repair the damage as well as to improve the entire street, will be determined. Identifying and addressing where the most damaged areas of each of these streets is and what repair work should consist of such as; Cutout & Fill of Potholes, Patches Cold Overlay & Chip Seal, will be the first step in this process.

Initial priority work will consist of filling the major potholes on the priority streets. Chip seal and cold overlay will follow as weather and time permits.

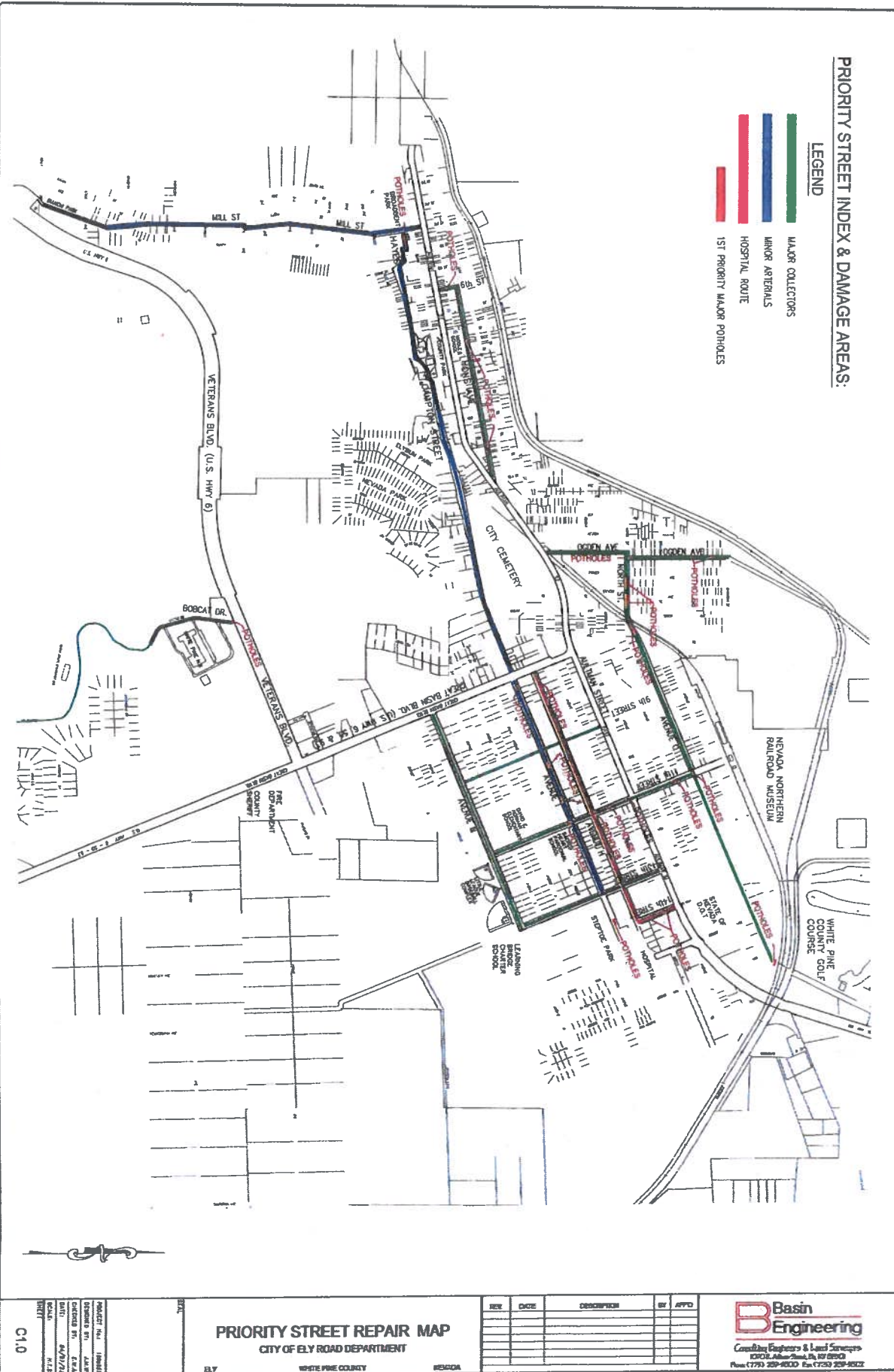
Once the main collector streets are repaired the second phase of the street repair work for the City of Ely will be assessing the major damage (what and where) on the driving lanes of the non-collector streets throughout the city. The worst damaged areas (ie... biggest potholes, crumbling pavement etc...) of those streets should be addressed first while being as efficient as possible in determining the order in which repairs are addressed.

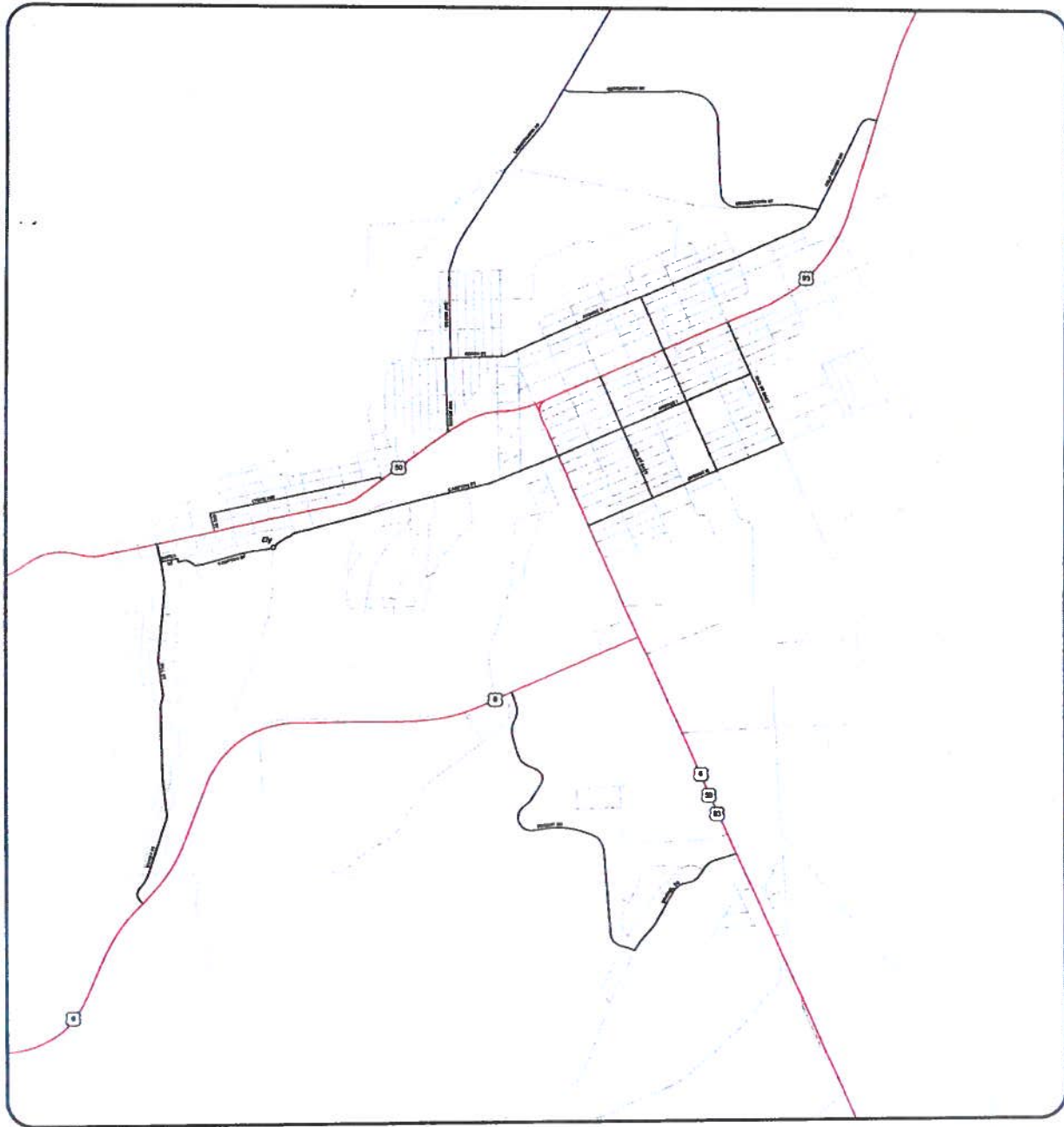
## City Street Repair Plan – 2023

The priority in the City of Ely are as follows – (the streets are listed in order of priority based on essential traffic route status and severity of damage):

- 14<sup>th</sup> St. East (Aultman St. to Ave. H) Hospital route
- Bobcat Drive - *Priority potholes at Hwy 6 & High school Intersection, School route*
- Ave I (Great Basin Blvd. to 13<sup>th</sup> St. East) Hospital & School route
- Ave. H (Great Basin Blvd. to Aultman) Hospital route  
Priority potholes on East end in front of hospital & West end just off Great Basin Blvd.
- Ave. M (13<sup>th</sup> St. East to Great Basin Blvd.) School route
- 11<sup>th</sup> St. East (Ave. C to Ave. M) School route
- 13<sup>th</sup> St. East (Aultman St. to Ave. M) Hospital route
- Lyons Ave. (6<sup>th</sup> St. to W. 15<sup>th</sup> St./Aultman St.) School route
- Ogden Ave. (Aultman St. to Crawford St.) Accesses dump, stables, WWTP, Cross Timbers & Prison
- North St. (Ogden Ave. to 7<sup>th</sup> St. East / Ave. C )
- Ave. C (7<sup>th</sup> St. East/North St. to Golf Course Rd.)
- Hayes St. – *Priority potholes between Mill St. & Murry St.*
- 6<sup>th</sup> St. (Aultman St. to Lyons Ave.)
- Mill St. (Hwy 6 to Aultman St.)
- Campton St. – Alternate route to Aultman for 'local' downtown access.
- 9<sup>th</sup> St. East (Aultman St. to Ave. M) – Recently repaired with Cold Overlay & Chip Sealed.







PREPARED BY  
THE NEVADA DEPARTMENT OF TRANSPORTATION

- | Existing                         | Proposed | Unbuilt |
|----------------------------------|----------|---------|
|                                  |          |         |
| 1 Interstates                    |          |         |
|                                  |          |         |
| 2 Other Freeways and Expressways |          |         |
|                                  |          |         |
| 3 Other Principal Arterials      |          |         |
|                                  |          |         |
| 4 Minor Arterials                |          |         |
|                                  |          |         |
| 5 Major Collectors               |          |         |
|                                  |          |         |
| 6 Minor Collectors               |          |         |
|                                  |          |         |
| 7 Local Roads                    |          |         |
|                                  |          |         |
| Urban Limits                     |          |         |
|                                  |          |         |
| State Line                       |          |         |
|                                  |          |         |
| County Lines                     |          |         |

0 0.1 0.2 0.4 0.6 0.8 Miles

## ROADWAY FUNCTIONAL CLASSIFICATION

ELY

WHITE PINE COUNTY, NEVADA

**Schell Creek Construction, Inc.**

PO Box 2258

Fernley, NV 89408

P 775-835-8657

F 775-835-8655

**Contact: Mike Cracraft****Phone: 775-293-0834****Email: publicworks@cityofelynv.gov****Location: Ely Cemetery**

2101 South St Ely, NV 89301

# PROPOSAL

DATE: 4/11/ 2023

**NV License****AB General 27297B - Unlimited****C-5 0031022A - \$100,000****MHD License NSCB-B #R1011****E mail: [jerry@schellcreek.com](mailto:jerry@schellcreek.com)****Estimated by Gerald H Ricci****Bus. phone: 775-753-8966****Cell: 775.722.1864**

## JOB DESCRIPTION

This proposal consists of a **budgetary number ONLY**.

**GENERAL CONDITIONS:** Project Management, Supervision, barricades, dumpsters, travel, fuel, general labor, equipment, testing, per diem, lodging, temp. power and mobilization.

**SITEWORK:** All labor, equipment, and materials to complete footing pier excavation, subgrade, base and compact for 30"x30' building slab

**CONCRETE:** All labor materials and equipment to install and place concrete piers for pole barn as per pole barn plans and 4" slab for 30"x30' concrete slab

**Metals:** All labor and materials to erect 30'x30' pole barn with 15'4" end walls and 14' truss clearance with a 12'x12' roll up door and one single 3068 man door.

### Notes:

**TOTAL ESTIMATED JOB  
BUDGET**

.....\$79,000.00

**EXCLUSIONS:** COLD WEATHER PROVISIONS- THIS WILL BE ADDRESSED AS A CHANGE ORDER PENDING ANY INCLIMATE WEATHER THAT REQUIRES CONCRETE BLANKETS/HEATERS/ETC.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMEN COMPENSATION INSURANCE. ALL CHANGES IN SCOPE OF WORK DUE TO REVISION BY PLAN REVIEW PROCESS OR GOVERNMENT ENTITY, UTILITY COMPANIES, OWNERS OR OWNER'S REPRESENTATIVES WILL RESULT IN A CHANGE ORDER TO CONTRACT. MATERIAL MARKET IS VERY VOLITAL THROUGHOUT THE SEASONS; DELAYS IN ACCEPTANCE OF THE PROPOSAL WILL RESULT IN A MATERIAL COST REVIEW THAT MAY RESULT IN A CHANGE ORDER.

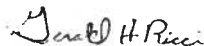
**TERMS:** This proposal may be withdrawn if not accepted within 15 days.

A 15% overhead and administrative charge will be added to any changes made to this proposal.

2% interest will be charged after 30 days.

Payment schedule to be progressive.

Authorized Signature

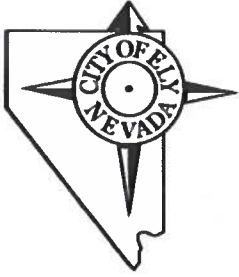


Date 8-17-2022

Acceptance Signature

Date





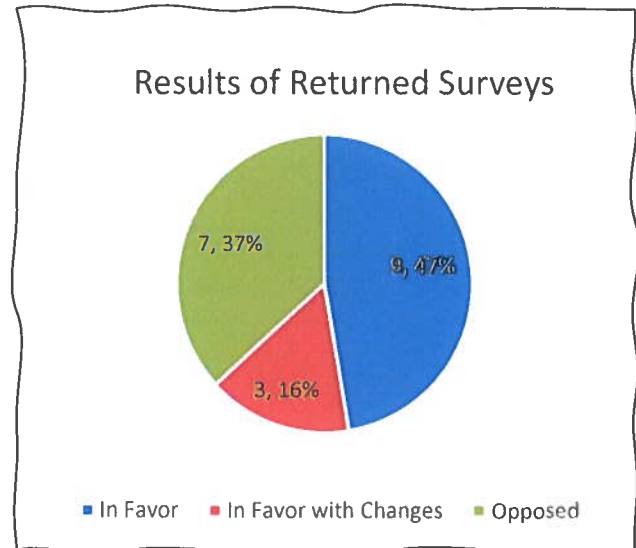
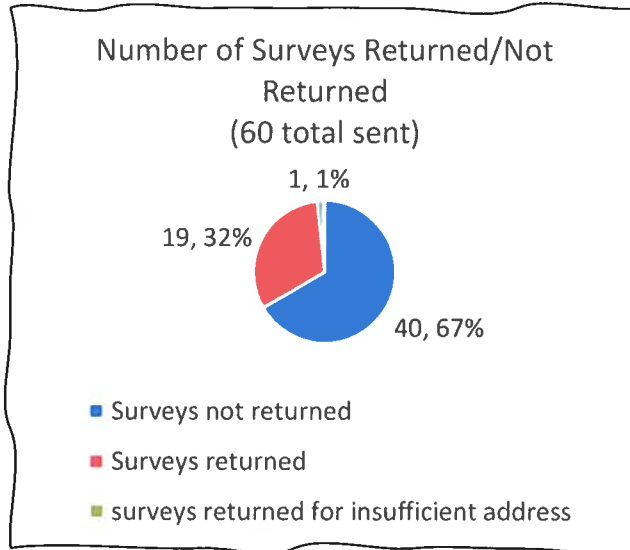
# CITY OF ELY

501 Mill Street Ely, Nevada 89301

City Hall (775) 289-2430

Cityofelynv.gov

## Murry Street One-Way Proposal Neighborhood Survey Results



### In Favor Comments:

1. The Ely Volunteer Fire Dept. feels this will improve traffic flow on Murry Street. In an emergency it will not impact our response as we will do what is needed to respond.
2. I think northbound would be the best direction for traffic flow.
3. Do it!
4. Southbound
5. One-way southbound
6. As long as there are speed bumps or something. I don't have strong feelings about north/south travel.
7. Northbound

### In Favor with Changes Comments:

1. One thing that was not brought up at the meeting is the old Murry Street School will increase traffic on Murry when it opens as the daycare. I feel that increases the importance of keeping Mill a two-way street.
2. Murry Street southbound granted there is snow removal in the winter, or you'll have the same issue. I would also like to see completed sidewalks for pedestrians on both Murry and Mill Street. However, I think the monies would be better served repairing existing streets or repaving everywhere.
3. Northbound – down Murry Street into town.

**Opposed Comments:**

1. I currently prefer to park my truck in front of my property on the east side of Murry Street facing South in the winter; the cab and engine stay warmer and easier to clean snow off. I am not sure pedestrian traffic is currently impeded by the current situation, not much of a problem now. I am okay with the pedestrian congestion and traffic on Murry, and I need to drive both ways on Murry Street. I park on the sidewalk a little to get out of the snowplows way and other trucks driving on Murry Street. I have had vehicles hit by other drivers before when parked fully on the street. I have not damaged the curb or sidewalk.