

CITY OF ELY

501 Mill Street Ely, Nevada 89301

City Hall (775) 289-2430

Cityofelynv.gov

Date: February 5th, 2024

**To: Mayor Robertson
City Council Members
Utility Board Members**

From: Robert Armijo Landfill Leadman

Subject: Landfill monthly report

The tonnage report for the month of January 2024 is as follows.

**--Class I year to date total tons: 604.75
--Class I year to date daily average: 18.33**

**--Class III year to date total tons 506.60
--Class III year to date daily average: 15.36**

For the month of January 2024, we are no longer helping operate the vac truck for WWTP as it is no longer needed. We assisted in returning the truck to the rental company. Metro Remote has been here for several weeks working on baling and hauling our metal pile. Our refrigerators are almost finished having the freon drained and added to the metal pile to be hauled off.

Safety topics for the month were slowing down in the equipment, and proper maintenance to prolong the life of all our equipment.

Respectfully,

Robert Armijo



City of Ely Fire Department

1780 Great Basin Blvd.
Ely, Nevada 89301

Business Phone: (775) 289 6633
Fax: (775) 289 3122

February 5, 2024

To: Mayor
City Council

Fire Department Report: January 1st to January 31st, 2024

Total Calls: 106

City-75

County-31

- Lund-3
- McGill-4
- Ruth-4
- Lackawanna-5
- WPCFPD-10
- WPCSO-5

BLS-35

ALS-27

Life Flights-22

Fire/MVA's/other-22

Billing: All ambulance and motor vehicle billing is up to date.

Equipment Status: All apparatus is in working order and available.

Staff Changes: We are still advertising 1 open position. Several qualified Volunteers continue to work open per diem shifts, cutting down on overtime.

5-Career

25-Volunteers

Training: Report attached.

Inspections: We inspected all commercial cooking establishments in the City of Ely including Silver Sage Travel, William B. Ririe Hospital and the Care Center for fire suppression system, hood cleaning and fire extinguisher compliance. We are doing follow up inspections in February.

Equipment Maintenance: New tires were put on Rescue 6 and the tires that were on Rescue 6 were moved to Rescue 3. Regular preventive maintenance and equipment checks are being performed daily.

Patrick Stork
Fire Chief

arm Date between 1/1/2024

and 1/31/2024



Run

Run and Hide Parameters

Incident Type Details	2024-01-01 Total	
321 - EMS call, excluding vehicle accident with injury	71	71
311 - Medical assist, assist EMS crew	19	19
510 - Person in distress, other	1	1
622 - No incident found on arrival at dispatch address	1	1
322 - Motor vehicle accident with injuries	3	3
611 - Dispatched & canceled en route	3	3
3111 - Jail Check	3	3
381 - Rescue or EMS standby	1	1
745 - Alarm system activation, no fire - unintentional	1	1
112 - Fires in structure other than in a building	1	1
132 - Road freight or transport vehicle fire	1	1
324 - Motor vehicle accident with no injuries.	1	1
Total	106	106

Call Received Time 2024-01-01
between

and 2024-01-31

ALS v BLS Transports

Level of Service	
Advanced Life Support	24
ALS 2	3
Basic Life Support	35
Specialty Care Transport	22
	Total 84

Disposition Details

Disposition	
Patient Evaluated, No Treatment/Transport Required	1
Patient Refused Evaluation/Care (Without Transport)	3
Patient Treated, Released (AMA)	11
Transported No Lights/Siren	69
	Total 84

Incident Date between 2024-01-01

and 2024-01-31

Aid Given Or Received	Incident Number	Alarm Date	Aid Given Or Received Code	Aided Agency Name	Aiding Agency Name	Report Writer Last Name
	240131-1305-ELYEMS	1/31/2024 12:39:11 PM	4	Ruth VFD		SIMPSON
	240108-1052-ELYEMS	1/8/2024 9:56:06 AM	4	McGill VFD		SIMPSON
	240131-2127-ELYEMS	1/31/2024 8:16:48 PM	4	McGill VFD		SIMPSON
	240203-235449-ELYEMS	1/21/2024 7:29:00 PM	4	White Pine County Sheriff's Office		PENA
	240203-081016-ELYEMS	1/10/2024 3:14:00 PM	4	White Pine County Sheriff's Office		PENA
	240106-2134-ELYEMS	1/6/2024 8:53:18 PM	4	Ruth VFD		SCOTT
	240110-1808-ELYEMS	1/10/2024 5:01:01 PM	4	Ruth VFD		Pena
	240122-0547-ELYEMS	1/22/2024 4:33:51 AM	4	White Pine County Fire		COOPER
	240114-1412-ELYEMS	1/14/2024 1:07:49 PM	4	McGill VFD		Pena
	240116-1633-ELYEMS	1/16/2024 4:11:38 PM	4	White Pine County Fire		Pena
	240117-0913-ELYEMS	1/17/2024 7:58:52 AM	4	White Pine County Fire		COOPER
	240115-2130-ELYEMS	1/15/2024 9:07:14 PM	4	Lackawanna		SIMPSON
	240124-980323-ELYEMS	1/24/2024 7:18:54 AM	4	Lund VFD		STARK
	240115-980918-ELYEMS	1/15/2024 9:09:13 PM	4	McGill VFD		STARK
	240128-1617-ELYEMS	1/28/2024 3:25:39 PM	4	Lund VFD		Klingler
	240110-1657-ELYEMS	1/10/2024 3:26:08 PM	4	White Pine County Sheriff's Office		COOPER
	240102-0318-ELYEMS	1/2/2024 2:50:35 AM	4	White Pine County Fire		ROBERTSON
	240127-2229-ELYEMS	1/27/2024 9:39:55 PM	4	Lund VFD		ROBERTSON
	240108-1539-ELYEMS	1/8/2024 3:26:00 PM	4	Lackawanna		PENA
	240101-0756-ELYEMS	1/1/2024 7:53:19 AM	4	White Pine County Fire		ROBERTSON
	240101-2351-ELYEMS	1/1/2024 10:54:54 PM	4	White Pine County Fire		ROBERTSON
	240204-000036-ELYEMS	1/24/2024 1:05:00 PM	4	White Pine County Sheriff's Office		PENA
	240113-983436-ELYEMS	1/13/2024 10:55:22 AM	4	White Pine County Sheriff's Office		STARK
	240122-013827-ELYEMS	1/22/2024 2:02:12 PM	4	Lackawanna		SCOTT
	240130-083620-ELYEMS	1/30/2024 12:08:32 PM	4	White Pine County Fire		STARK
	240130-0917-ELYEMS	1/30/2024 8:17:26 AM	4	White Pine County Fire		SCOTT
	240130-1924-ELYEMS	1/30/2024 6:44:36 PM	4	White Pine County Fire		Klingler
	240114-2014-ELYEMS	1/14/2024 7:53:06 PM	4	Ruth VFD		COOPER

	240103-0848-ELYEMS	1/3/2024 8:10:11 AM	4	Lackawanna		COOPER
	240116-1029-ELYEMS	1/16/2024 9:58:27 AM	4	Lackawanna		COOPER
	240102-1119-ELYEMS	1/2/2024 10:53:27 AM	4	White Pine County Fire		ROBERTSON

Aided Agency Name	Details
Lackawanna	5 Rows
Lund VFD	3 Rows
McGill VFD	4 Rows
Ruth VFD	4 Rows
White Pine County Fire	10 Rows
White Pine County Sheriff's Office	5 Rows
	31 Rows

Alarm Date	Incident Number	Aid Given Or Received	Aiding Agency Name	Aided Agency Name
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No records were found.



City of Ely Fire Department

1780 Great Basin Blvd.
Ely, Nevada 89301

Business Phone: (775) 289 6633
Fax: (775) 289 3122

January Training Report

Fire training has been conducted as usual with good participation from Ely Fire Department members. The focus for January has been Initial and recertification in both fire and EMS.

In house training offered.

Jan 1st Knots and turn out drills.

3 attendees

Fire Academy State Testing.

Jan 2nd State Fire Marshal Testing

5 attendees

Jan 26th – 28th EMS Refresher

7 attendees

3 county volunteers

3 city volunteers

1 out of agency

The Fire academy testing had all 5 students pass all tests for certification in Firefighter I. These 5 members are now state certified and will be given their black traditional helmets along with their front leather shield stating their qualification.

EMS refresher went well with 6 students recertifying to maintain their state EMS license for 2 more years.

D-3 WATER OPERATOR SERVICE AGREEMENT

Between

THE CITY OF ELY

and

RAUL NARANJO, CERTIFIED WATER OPERATOR

February _____, 2024

D-3 WATER OPERATOR SERVICE AGREEMENT

THIS “**D-3 WATER OPERATOR SERVICE AGREEMENT**” (hereinafter referred to as “Agreement”) is entered into as of the ____ day of February 2024 (“Effective Date”), by and between the CITY OF ELY, Nevada, a municipal corporation and political subdivision of the State of Nevada (“City”), and RAUL NARANJO, an individual and certified water operator (“Operator”). The City and Operator may also be collectively referred to in this Agreement as the “Parties” or, individually, as a “Party.”

WITNESSETH:

WHEREAS, the City of Ely requires the services of a certified Grade D-3 water distribution operator to operate its water distribution system;

WHEREAS, Raul Naranjo is a certified Grade D-3 water distribution operator and has been providing services to the City of Ely since 2013 pursuant to an agreement dated May 7, 2013 (Original Agreement);

WHEREAS, the Original Agreement was modified on January 9, 2015 to expand Mr. Naranjo’s scope of work to include the duties of the Waste Water Treatment Plant Operator for additional consideration;

WHEREAS, NRS 332. 115 exempts contracts for professional services and repairs and maintenance of equipment which may be more efficiently added to, repaired or maintained by a certain person from competitive solicitation;

NOW THEREFORE, in consideration of the mutual provisions, covenants, terms, conditions and obligations contained herein, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions.

- a. **Authorized City Official** shall mean the City Treasurer or the City Clerk.
- b. **Facility** shall mean the Wastewater Treatment Plant and any other City-owned/maintained facility as needed.
- c. **Utility Staff** shall mean employees of the City of Ely under the supervision of the Public Works Director.

ARTICLE II
WATER OPERATOR SERVICES

- 2.1 General.** The Operator agrees to be the City of Ely Water Operator of Record and timely respond to requests made by the City. The Operator will not assume a supervisory role over City employees.
- 2.2 Scope of Service.** Operator agrees to provide Grade D-3 water distribution services and assume the duties of the Water Distribution System operator (hereinafter “Services”). Services include, but are not limited to, being responsible for each Water System, Wastewater, Laboratory and safety; overseeing the operation of the Wastewater Treatment Plant by preparing reports, assisting in maintenance and repairs, upgrades or make necessary changes to plant equipment, training new operators and city personnel, assisting in budgeting, and creating procedures for process control; oversee laboratory operations by preparing reports, conducting audits, training, certification, and

administration; oversee annual water testing, chlorination, maintenance, reports, audits, training, certification and administration of Water Systems.

- 2.3 Certificates.** The City of Ely requires a D3 water operator to certify City infrastructure and water systems. The Operator shall ensure that all City infrastructure and water systems are certified and in compliance with State and Federal laws and regulations. Payment for the certificates is outlined in Section 3.2.

2.4 Documents and Communications.

- a.** All sampling and regulatory correspondence will be the responsibility of the Operator.

- b.** Reports. The Operator will be responsible for the following reports:

Consumer Confidence Report (CCR) annual water quality report.
Emergency Response Plan (ERP) Five-year review and update
Vulnerability Assessment (VA) Five-year review and updates
Water Conservation Plan (WCP) Five-year review and upgrade
Cross Connection Control Plan (CCCCP) Annual review and upgrade
Water System Operation and Maintenance Manual (O and M) Annual review and upgrade
Lead and Copper – every three years (after testing throughout the water system)
Form B, water testing waiver as needed each year.
Discharge Monitoring Report (DMR) quarterly and annually.
Operation and Maintenance Manual (O & M) Five-year review and upgrade
Effluent Management Plan (EMP) Five-year review and upgrade.
Quality Assurance Manual (QAM) annual review and update
Managerial Review (MR) Annual review and update
Logbooks and Bench Sheets – annual and as needed.
And any other reports requested or necessary to fulfill the duties of the Operator.

- c. Upgrades.** All upgrades should be corresponded with the certified Operator and the Utility Staff. Any violation should be reported to the Operator as soon as possible.
- d. Documents.** All documents, drawing, and computer files generated by the Operator and paid for by the City is the property of the City. Initial copies of all documents,

drawings, and computer files will be provided to the owner in this Agreement.

Additional copies will be provided to the owner upon request for a reasonable reproduction fee.

- 2.5 City Responsibilities.** The Utility Staff is responsible for all maintenance and upkeep of the Facility. If an inspection by State or Federal agencies is scheduled, the Operator will arrange to be present. Public Works Director will notify City personnel that the Operator will not assume a supervisory role over them. The Operator will address any concerns with the plant operation to the City Public Works Director.

ARTICLE III

CONSIDERATION

- 3.1 Payment for Services.** In consideration of the mutual promises in this Agreement, the City agrees to pay Operator a labor rate of sixty dollars (\$60.00) an hour to perform the Services outlined in Section 2.2 of this Agreement.
- 3.2 Payment for Certificates.** This City also agrees to pay Operator eight hundred dollars (\$800.00) per month to maintain its certifications through the Operator's services outlined in Section 2.3 of this Agreement.
- 3.3 Payment for Mileage.** Mileage expended in the furtherance of Operator's Services for the City will be charged and reimbursed by the City at a rate of sixty-seven cents (\$0.67) per mile, pursuant to the 2024 IRS mileage rate.
- 3.4 Payment for Lodging.** If Operator is in Ely to engage in Services covered in this Agreement and it is reasonably necessary for him to stay overnight to complete said

Services, the City agrees to reimburse Operator for lodging upon approval by an authorized City Official with proof of receipt from the hotel/motel.

- 3.5 Purchase Authority.** The Operator shall have authority to sign for City purchases on the City's account at Bath Lumber for purchases made for materials needed to perform Services for the City. The City's Public Works Director will review and sign off on all charge copies from Bath Lumber.

ARTICLE IV

TERM & TERMINATION

- 4.1 Term.** This Agreement shall commence and continue to enforce until terminated by one of the Parties to this Agreement.
- 4.2 Termination.** Any Party may terminate this Agreement, for any reason or for no reason, upon written notice of termination. Notice of termination will be effective following thirty (30) days from receipt of such notice by the non-terminating Party.

ARTICLE V

GENERAL PROVISIONS

- 5.1 Amendments.** Amendments or modifications to this Agreement may be made from time to time in writing as approved by the Parties hereto.
- 5.2 Execution of Additional Instruments.** Each Party, at anytime, at the request of the other party, shall execute, acknowledge, and deliver any document, instrument, or conveyance that is or may be necessary to carry out the provisions of this Agreement.

5.3 Use of Pronouns. Feminine or neuter pronouns shall be substituted for those of masculine for or vice versa, and the plural shall be substituted for the singular number or vice versa in any place in which the context may require such substitution.

5.4 Clause Headings. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the clauses to which they pertain.

5.5 Notices. All notices given under this Agreement shall be in writing, and shall be sent by registered mail to the Parties at their respective business addresses as follows:

Operator:	City:
Raul Naranjo	City of Ely
P.O. Box 4271	501 Mill Street
West Wendover, NV 89883	Ely, Nevada 89301

5.6 Preservation of Original Agreement. This Agreement shall be executed by the Parties with an original copy, which shall be filed with the City Clerk of the City of Ely, City Council.

5.7 Assignment. This Agreement shall inure to the benefit of the successors in office of the Parties.

5.8 Contract Documents. The documents which comprise the Agreement between the Parties are attached hereto and made a part hereof. Other documents or amendments to this Agreement may be included at a later time by the written agreement of the Parties.

5.9 Severability. If any provision of this Agreement is held to be invalid, such invalidity shall not affect other provisions and each provision is declared to be severable.

- 5.10 Entire Agreement.** It is hereby expressly agreed and understood that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties to the subject matter hereto.
- 5.11 Drafter.** Neither party shall be deemed the drafter of this document as both Parties have had their respective counsel read, review and revise the terms stated herein.
- 5.12 Legal Requirements.** All Parties to this Agreement shall comply with all applicable federal, state, and local laws in performing this Agreement.
- 5.13 Other Contracts for Service.** Nothing in this Agreement shall limit the ability of any or all of the Parties from accepting or performing services contemplated in this agreement by others not parties to this Agreement.
- 5.14 No Waiver of Sovereign Immunity.** Nothing herein shall be deemed to constitute a waiver of the sovereign immunity.
- 5.15 Mutual Hold Harmless Provision.** The Parties shall mutually defend, indemnify and hold each other, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions by either party in performance of this Agreement.
- 5.16 Waiver.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

IN WITNESS WHEREOF the Parties to this Agreement have signed this Agreement on the date set forth below, following the appropriate authorization by the respective governing body.

[Signature Page(s) Following]

RAUL NARANJO, CERTIFIED OPERATOR:

DATED this ____ day of _____, 2024.

**ON BEHALF OF THE CITY COUNCIL OF THE
CITY OF ELY:**

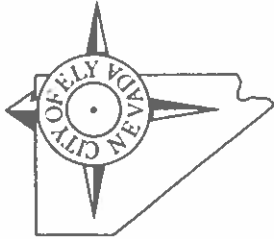
MAYOR: _____

DATED this ____ day of _____, 2023.

ATTEST:

CITY CLERK

Approved as to form and content: _____
M. Leo Cahoon, Esq., City Attorney



CITY OF ELY

501 Mill Street Ely, Nevada 89301
City Hall (775) 289-2430
Fax (775) 289-1463
CityofElyNV.gov

City of Ely
Georgetown Ranch Agricultural Lease 765 Acres
Bid Tabulation
Term of the Lease shall be for five years.

Bidder	Betsy K. Vogler		Marshall Red Angus Company.	
Proposed Lease Rate	\$15,000 a year	Ann Discrepancy: \$11,300.00	\$12,500 a year	
Annual Cost-of-Living increase	1.5% cost of living per year for the next 5 years throughout the term of the lease.	none		
Additional Proposals	Add 200 acres remove 15 acres North of 490.	none.		

The City of Ely is an equal opportunity provider and employer.

How the acreage will be utilized, developed, and how the City water rights will be put to beneficial use.	graze cattle producer Alfalfa • water - irrigate Alfalfa	graze cattle • water utilization Plan	
Agricultural Bid states they will provide quarterly reports on the following: <ul style="list-style-type: none"> • Weed abatement • Perimeter fence repair and replacement • Crops ✓ • Future Plans ✓ • Water update ✓ • Livestock number 	<ul style="list-style-type: none"> • weed abatement weeds - self + tri-county weed, + natural Resource Conservation Service annual or bi-annual • Fencing - Perimeter fencing repair alfalfa 50-60 cattle	<ul style="list-style-type: none"> • Weeds rotational grazing spot spraying tri-county weed • rebuild Fences as necessary including NEES grants • grazing pasture grass 50 + 100 cattle	
Bid states that lessee will submit the required paperwork and payment to the BLM to utilize the Georgetown allotment grazing permit and provide proof to the City of payment to the BLM For the allotment annually	Agree to Submit reports.	✓ agree to	

Georgetown Ranch Bid Proposal—765 Acres

Applicant/Bidder Information

Betsy K. Vogler
2867 North 48th West Street
Ely, Nevada 89301
775-304-0147
betsyvogler77@gmail.com

Proposal/Intended Utilization of Property

The Georgetown Property (765 acres) will be used to graze cattle and produce grass/alfalfa hay. The Georgetown property will be irrigated for hay production and livestock grazing beginning in the spring and continue through early fall. The hay produced will be used to feed cattle during the winter or be sold depending on production, livestock needs, and availability of winter range grazing. Cattle will graze the Bureau of Land Management (BLM) Georgetown Allotment¹ and the City of Ely's Georgetown property from approximately April to December every year. Cattle will be fed hay during the winter at the Georgetown property or removed and sent to winter range.

Water Utilization/Crop Production

The City of Ely's water will be put to beneficial use by irrigating the property to produce grass and/or alfalfa hay and grazing pasture for cattle. The current cultivated area that was used by the previous lessee for hay production will be irrigated and farmed for hay production in the first 1-2 years, and re-planted /cultivated with alfalfa/grass to improve production in later years. Depending on water availability additional acreage may be cultivated and planted to increase crop production (see Exhibit 1, Map 1).

Weed Control and Seeding

I intend to treat current weed infestations, and to engage Tri-County Weed Control, and the Natural Resource Conservation Service to assist with treating noxious and invasive weeds (e.g., white top, poison hemlock, Canadian thistle, etc.) in the area. Treatments will occur annually or bi-annually depending on recommendations and success of previous treatments. The area immediately adjacent to the Georgetown/Golf Course Road will be disked, treated with herbicide, and planted with more desirable species (e.g., crested wheatgrass, orchard grass, or Russian wildrye) that will compete with weeds while also providing forage for livestock. Other areas outside the irrigation zone will be seeded with more desirable dryland grass species that could compete with weeds while also providing forage for livestock.

¹ Full use of the BLM Georgetown Grazing Allotment may not be allowed due to reduction of lease area, and will be dependent on base property transfer initiated by the City of Ely to BLM as described on page 3 and Exhibit 2.

Fencing

Perimeter fencing will be repaired and maintained annually and as needed. The southern fence along the Georgetown/Golf Course road is intended to be replaced within the first five years. Sections of the perimeter fence along the Lackawana road will be replaced each year after that starting just north of the Water Treatment Plant.

Livestock Grazing

Cattle grazing will occur on the Georgetown property and within the BLM's Georgetown Grazing Allotment. Approximately 50-60 cattle will graze in the first three years, with intention of grazing up to 120-130 cattle in future years.

Acknowledgements

I agree to submit quarterly reports to the City of Ely on the following:

1. Weed abatement
2. Perimeter fence repair and replacement
3. Crops
4. Future plans
5. Water update
6. Livestock number

I agree to submit paperwork and payment to the BLM to utilize the Georgetown Allotment Grazing Permit and provide proof of payment to the City of Ely on an annual basis. PLEASE SEE ISSUE BELOW REGARDING BLM'S GEORGETOWN ALLOTMENT GRAZING PERMIT.

I understand the lease to be five years with an option to renew another five years. My intention is to lease for 10 years and improve and expand crops, improve or replace fencing, and significantly reduce the white top infestation, and other noxious and invasive weeds on the property.

Proposed Lease Rate/Cost of Living Adjustment

The proposed lease rate is **\$15,000 per year**. It is unclear why a cost-of-living adjustment is needed for leased property, but I propose a **1.5% cost of living adjustment per year**. **This lease rate is contingent upon full use of the BLM's Georgetown Grazing Allotment. In the event the full allocation of AUMs on the BLM grazing permit cannot be transferred to me due to a base property discrepancy, my proposed lease rate will be \$11,300 per year.**

Proposal to Adjust Lease Area Boundary

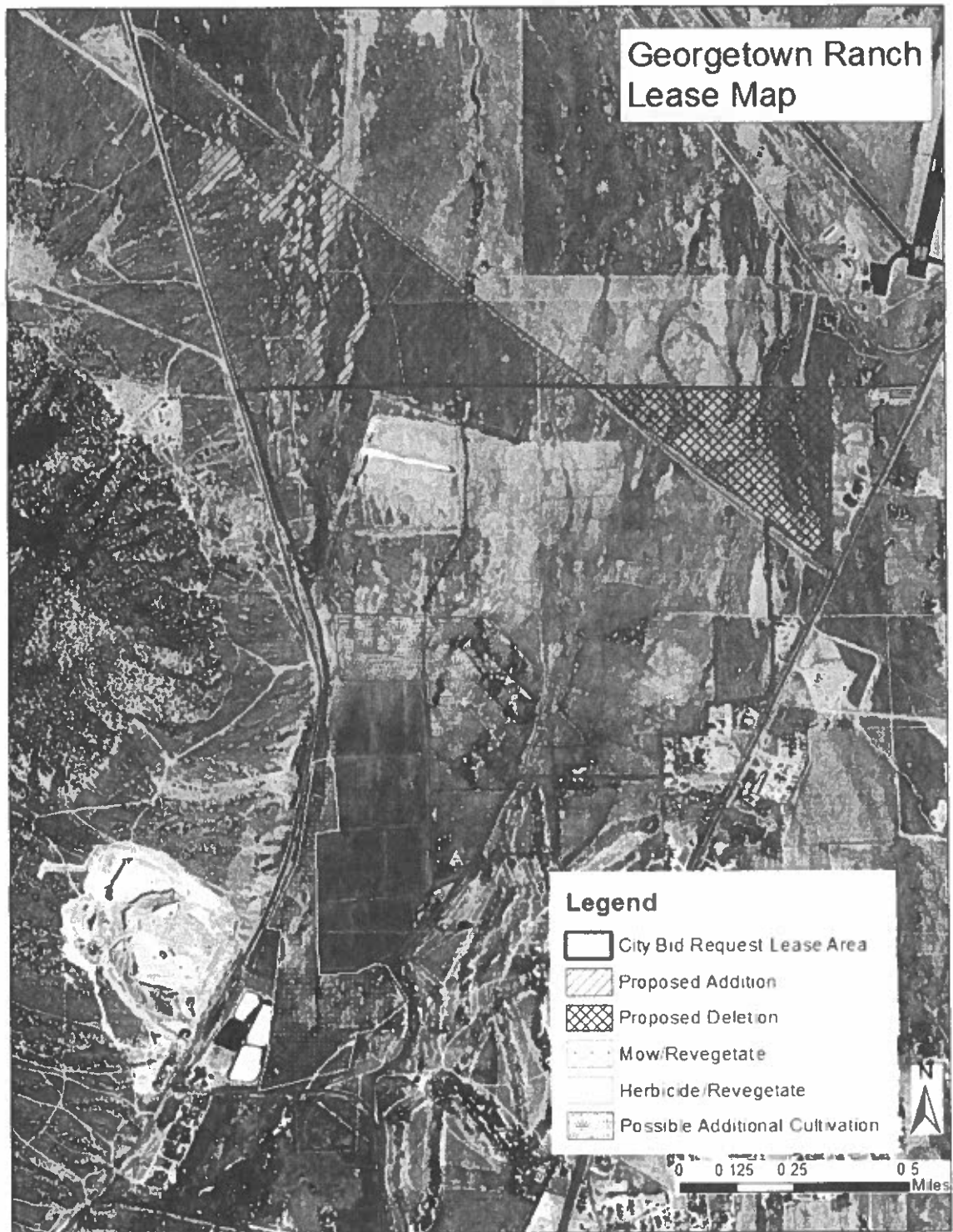
The current boundary of the land to be leased leaves triangular piece (approximately 200 acres) of land between the northern most percolation pond and the Nevada State Highway 490 that cannot be used, and may require a fence to keep livestock from entering that portion (See Exhibit 1, Map 1). I ask that the City of Ely consider adding this portion to the lease to reduce potential amount of fencing that may be needed to control livestock, and to allow possible seeding and weed treatments in that area. Additionally, the triangular piece of land (approximately 65 acres) north of Nevada State Highway 490 could be removed from the lease,

unless that rest of the City of Ely's parcel (APN 010-27-016) north of the highway is also included. This small triangular section would be difficult to utilize by itself. No adjustments are proposed to the lease rate, regarding the City's decision and/or outcome of this proposal.

BLM's Georgetown Allotment Grazing Permit Issues

BLM's grazing permits are attached to base property or in some cases, water rights. Whoever controls the base property (through ownership or lease) is entitled to be offered the grazing permit attached to the base property or water if qualifications for a permittee are met (see Exhibit 2 for BLM grazing regulations). The BLM Ely District Office recognizes almost the entire parcel APN 010-42-006 (nearly 1,400 acres), and parcels APN 010-27-016 (800 acres), APN 010-27-007 (40 acres), and APN 010-27-009 (40 acres) as the base property for the Georgetown Allotment Grazing Permit (see Exhibit 2, Map 1). Since the successful bidder will only be leasing 765 acres of APN 010-42-006 (see Exhibit 2, Map 2), they will not be awarded the entire grazing permit by the BLM, because the entire base property for the Georgetown Allotment Grazing Permit will not be in the successful bidder's control (See Exhibit 2 for further explanation).

EXHIBIT 1 – MAPS



Map 1. Map with proposed additions/deletions and projected treatments and improvements.

EXHIBIT 2 – FEDERAL REGULATIONS-GRAZING PERMITS AND BASE PROPERTY

Below are pertinent regulations describing the need for a lessee to control the entire base property for which a grazing permit is attached in order to obtain full use of an existing grazing permit. Emphasis is added with *italics/bold* font.

43 CFR § 4110.1 Mandatory qualifications.

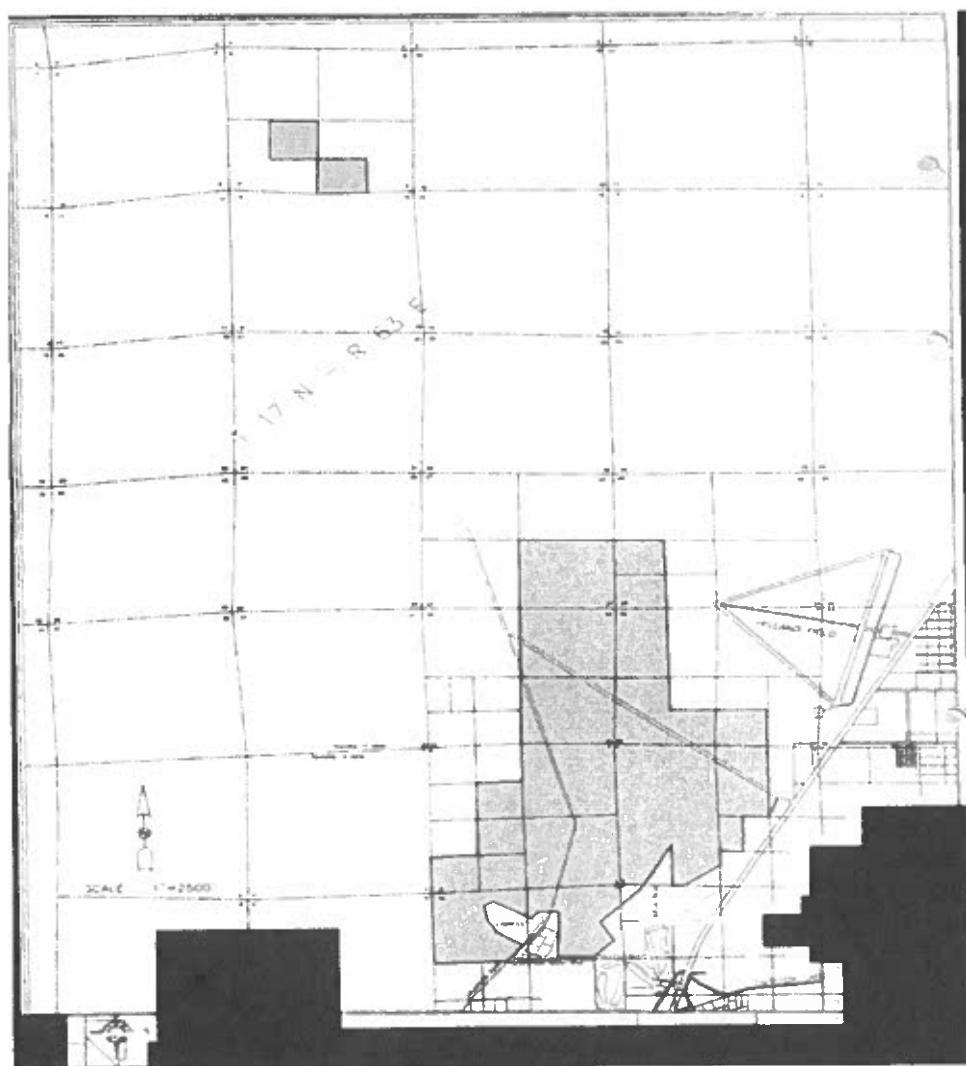
(a) Except as provided under §§ 4110.1–1, 4130.5, and 4130.6–3, to qualify for grazing use on the public lands an applicant must ***own or control land or water base property***, and must be:

(1) A citizen of the United States or have properly filed a valid declaration of intention to become a citizen or a valid petition for naturalization; or (2) A group or association authorized to conduct business in the State in which the grazing use is sought, all members of which are qualified under paragraph (a) of this section; or (3) A corporation authorized to conduct business in the State in which the grazing use is sought.

43 CFR § 4110.2–2 Specifying permitted use.

(b) The permitted use specified shall attach to the base property supporting the grazing permit or grazing lease. (c) The animal unit months of permitted use attached to: ***(1) The acreage of land base property on a pro rata basis...***

Due to the small amount of acreage being leased versus the amount of acreage recognized by the BLM as base property, the permitted use for the grazing allotment may be reduced significantly. It is advised that the City of Ely transfer all permitted grazing use to the new 765 acre parcel (shown in the Request for Bid) proposed for leasing. This must be done by the City of Ely prior to or simultaneously with the grazing permit transfer process by the successful bidder.



Map 1. CURRENT BASE PROPERTY RECOGNIZED BY BLM FOR GEORGETOWN GRAZING ALLOTMENT (Information obtained from BLM on January 19, 2024)



Map 2. Current Property to Be Leased According to Requests for Bid

To:
The Ely City Council
Attn: Jennifer Lee, City Clerk
City of Ely
501 Mill Street
Ely, Nevada 89301

Deadline: Feb 7, 2024 3:00pm

From:
MARSHALL RED ANGUS CO.
Ethan Marshall
130 Ely Ave.
Ely, Nevada 89301
1-775-385-3359
Email: mrccowboy613@aol.com

Dear Ely City Council,

I am an Ely resident and a Nevada native. Born and raised in Eureka, Nevada, my family and I understand small rural town culture and strive to be a contributor to the improvement of the local community.

My experience and skills are as follows:

- Raising hay and pastures. Ability to operate any type of farm machinery for 20+ years.
- Fence building with my family's fence business 20+ years.
- Operate construction equipment, including ditch and pond building. 15+ years.
- Cattle Operation growing a successful cow/calf business and grazing through the local and southern Nevada ranges. In addition, current cow/calf operations throughout Southern Idaho. 15+ years
- Bachelor of Science degree in Animal Science from Oklahoma State University, 2017.
- Leadership through the Nevada State level in the Future Farmers of America (FFA), past Nevada State President 2013-2014.
- 4-H member through local 4-H programs

Sincerely,



Ethan Marshall
Marshall Red Angus

Georgetown Ranch Lease Proposal

Agriculture Bid

Marshall Red Angus

1. **Agriculture Bid:** To properly and effectively use the Georgetown Ranch property, my company will use rotational grazing practices and other best industry practices for efficiency and sustainability. The property shall be improved, and we will maintain a clean and well-groomed operation that will reflect positively on my company and the City of Ely.
2. **Request for Reporting:** Marshall Red Angus Co. will provide quarterly reports to the Ely City Council with updates on requested information.
 - A. **Weed Abatement:** Rotational grazing will be the most efficient and best way to utilize forage while also helping to control noxious weeds. We will use short term high intensity grazing (many cows over a short time) on the fields plagued with invasive weeds (white top, thistle etc), to combat and control weeds during their early growth. Cattle will then be rotated to utilize forage on other pastures. Spot spraying using a sprayer attached to an ATV will be used to control weeds still growing. In addition, we will also work with Tri County Weeds to further eradicate these invasive species.
 - B. **Perimeter Fence Repair and Replacement:** Fences will be checked and maintained throughout the year. NRCS (Natural Resource Conservation Service) grants will be sought to fund both future fencing and water projects. Our intentions are to rebuild fences as necessary to both improve the property image and effective and sustainable use. Fences will be checked and maintained throughout the year.
 - C. **Crops:** We will utilize quality equipment that will do all field, fencing, and road work to help pasture regrowth. Replanting with pasture grass seed as necessary. As improvement needs are identified, improvement plans will be brought into the city for approval and then implemented successfully.
 - D. **Future Plans:** Although the council has deemed the field north of the highway not grazeable, there have been many perennial grasses

(primarily crested wheat) planted there by past operators. Water will have to be hauled to cattle to utilize this forage; however, it is a very valuable part of this operation and rotation plan that we would like to utilize.

E. Water Update:

1. With less water in the summertime being a concern for irrigation, we will use the property solely for grazing. Cattle will come off winter range or other pastures and be rotated around the seedings in the spring. We will then turn the cattle outside on the BLM permit depending on weather and feed growth for approximately two months.
2. Simultaneously we will irrigate as much ground as possible to bring cattle off the permit for the summer and be in a tight group for breeding.
3. Using the other fields in a rotation will allow proper growth on irrigated and native fields alike for sufficient feed.
4. Sewer treatment water and mine runoff water will be used to have the largest positive impact. We shall use every available gallon efficiently to maximize grass production and minimize erosion.
5. Improvements such as utilizing the ponds on the south side of the highway for winter water storage is an option. Projects such as a culvert to send water from the north of the highway could be discussed with the council in the future for ease of use on that end of the property.

- F. Livestock Numbers - Initial stocking rate will be 50 head cow/calf pairs. As pasture grass improves with management and good annual rainfall, we hope to increase to 75, then to 100 head pairs.

3. **Bureau of Land Management Permit:** As Lessee, we will take over and pay fees associated with the BLM permit and the required reporting of actual use data and management paperwork.

4. **Lease Rate:**

- A. My bid on the Georgetown lease is \$12,500 yearly, for a term of 5 years. I would like to have the option to extend the lease upon the completion of the first term.

B. The council may not deem this bid too low, but they must realize for a lessee to improve the property, they cannot be burdened by a high overhead lease cost. Fences need repaired and rebuilt, ditches need dug, and extensive weed abatement is needed. My company's time and resources are valuable and will be used to increase the production and value of the property to the best of our ability. As noted earlier, I will utilize local and federal organizations for assistance in this endeavor.

C. Liability insurance will be maintained, naming The City of Ely as additional insured.

Thank you for your consideration.

Ethan Marshall
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