

ADAM PAUL LAXALT
Attorney General



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL
100 North Carson Street
Carson City, Nevada 89701

J. BRIN GIBSON
First Assistant Attorney General

NICHOLAS A. TRUTANICH
Chief of Staff

KETAN D. BHIRUD
General Counsel

April 17, 2018

Via U.S. Mail and Electronic Mail

Charles H. Odgers, Esq.
City Attorney
City of Ely
480 Campton Street
Ely, NV 89301

Re: Request for Opinion pursuant to NRS 228.150

Dear Mr. Odgers

The Office of the Attorney General (OAG) is in receipt of your written request dated April 11, 2018, for a formal attorney general opinion. In your capacity as the City Attorney for the City of Ely, you have inquired about whether a general law city, which is considering adopting an ordinance pursuant to NRS 293C.115 can requires all six incumbents to enter into a written contract to resign their seats at the end of their elected four year term and have the remaining members make the appointments to refill the vacated seats until the next election cycle?

A copy of your request is attached. Please note that attorney general opinions are issued on behalf of the State, are not designated for use by a specific agency, board, commission, department, organization, or governmental official, and may therefore be published at the sole discretion of the Attorney General. As the formal opinion process involves a thorough review requiring a great deal of office resources, a request may not be withdrawn—without the Attorney General's consent—after the formal opinion process has begun.

Charles H. Odgers, Esq.
City Attorney
City of Ely
Page 2
April 17, 2018

In order for the formal opinion process to begin, it is hereby requested that this letter be properly executed and returned to the OAG: (1) confirming that this request has been submitted under Nevada Revised Statute (NRS) 228.150 by you and in your capacity as the City Attorney for the City of Ely; and (2) authorizing the OAG to proceed with the opinion.

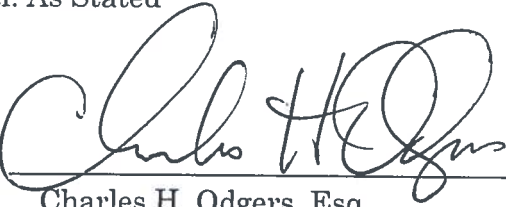
Should you have any questions, please contact the undersigned accordingly.

Sincerely,

ADAM PAUL LAXALT

By: Karen L. Rutledge
Karen L. Rutledge, Opinion Coordinator
Telephone: (775) 684-1264
Email: krutledge@ag.nv.gov

GLZ/klr
Encl. As Stated

By: 
Charles H. Odgers, Esq.
City Attorney
City of Ely

4/17, 2018
(Date)



CITY OF ELY

480 Campton Street Ely, Nevada 89301
City Hall (775) 289-2430 - Fax (775) 289-1463

April 11, 2018

Attorney General
Paul Laxalt, Esq.
Office of the Nevada Attorney General
100 North Carson Street
Carson City, NV 89701-4717

Re: Request for Opinion pursuant to NRS 228.150

Dear Mr. Laxalt:

The Ely City Council has requested that I submit this letter to your office for an opinion. They are inquiring into whether a general law city, which is considering adopting an ordinance pursuant to NRS 293C.115 can require all six incumbents to enter into a written contract to resign their seats at the end of their elected four year term and have the remaining members make the appointments to refill the vacated seats until the next election cycle? This request is submitted pursuant to NRS 228.150.

Below is my analysis of the question.

Background

The City of Ely is a general law city, incorporated in 1907. Pursuant to NRS 293C the City has held elections in odd numbered years. Over the past six months, the City Council has been dealing with financial stressors facing the city. One of the expenditures the City is looking at reducing is the cost of City Elections. To that end, the City Council has entered into a written Interlocal Agreement with White Pine County where the County will allow City elections to occur at the same time as County elections, assuming the City adopts an appropriate ordinance pursuant to NRS 293C.115.

NRS 293C.115 allows the current incumbents to remain in their seats until the next election cycles converting from odd-numbered years to even-numbered years for election and extending the current incumbents by approximately 1.5 years in their respective seats. An ordinance to that effect failed to pass at the City Council meeting. At the next City Council meeting an alternative ordinance was placed on the agenda which, if passes would result in those individuals elected in the 2019 and 2021 elections

to be elected to a four year term, but extending the terms until either 2024 and 2026 respectively.

During the discussion on the second version of the ordinance, the two members of the City Council asked if the council members and the mayor could contract to resign at the end of their current elected terms, and allow the remaining members fill the vacancy created pursuant to NRS 266.225. This would allow for the immediate passing of the ordinance and provide some relief on the general fund during the fiscal years in which elections are due under the current election scheme.

Operationally, due to the fact that three members are up for re-election in each odd numbered year, the “resignations” would have to be staggered over a period of six to eight weeks.

The question is whether or not the City Council could enforce a contract which required a sitting City Council member to resign their seat at the end of their term and allow the remaining members to appoint their replacements pursuant to Nevada Revised Statutes in order to pass an ordinance changing the election cycle.

ANALYSIS

I.

A. APPLICABLE NEVADA REVISED STATUTES

NRS 293C.115 Governing body of general law city authorized to choose dates for primary and general elections; dates to be in accordance with this chapter or chapter 293 of NRS; effect upon terms of serving city officials.

1. The governing body of a city incorporated pursuant to general law may by ordinance provide for a primary city election and a general city election on:

(a) The dates set forth for primary elections and general elections pursuant to the provisions of chapter 293 of NRS; or

(b) The dates set forth for primary city elections and general city elections pursuant to the provisions of this chapter.

2. If a governing body of a city adopts an ordinance pursuant to paragraph (a) of subsection 1, the dates set forth in NRS 293.12755, in subsections 2 to 5, inclusive, of NRS 293.165, and in NRS 293.175, 293.177, 293.345 and 293.368 apply for purposes of conducting the primary city elections and general city elections of the city.

3. If a governing body of a city adopts an ordinance pursuant to subsection 1:

(a) The term of office of any elected city official may not be shortened as a result of the ordinance; and

(b) Each elected city official holds office until the end of his or her term and until his or her successor has been elected and qualified.

A. BASED UPON CONTRACT LAW, THE CITY COUNCIL MEMBERS MAY VOLUNTARILY CONTRACT WITH EACH OTHER AND THE MAYOR TO RESIGN AT THE END OF THEIR TERM IN ORDER TO PASS AN ORDINANCE PURSUANT TO NRS 293C.115, BUT MAY NOT REQUIRE EACH COUNCIL MEMBER TO SIGN SUCH A CONTRACT AS A CONDITION PRECEDENT TO PASSING THE ORDINANCE, HOWEVER, SUCH A CONTRACT MAY BE HELD UNENFORCEABLE AS AGAINST PUBLIC POLICY.

Incorporated cities have the power to enter into contracts. NRS 266.085(2)(b). City council members exercise the authority of the city to enter into contracts. NRS 266.260. The mayor is responsible for ensuring contracts are fully kept and faithfully performed. NRS 266.190(2)(e).

An enforceable contract requires an offer and acceptance, a meeting of the minds of the essential terms of the contract, and consideration. May v. Anderson, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005). A meeting of the minds exists when the parties have agreed upon the contract's essential terms. Roth v. Scott, 112 Nev. 1078, 1083, 921 P.2d 1262, 1265 (1996). Which terms are essential "depends on the agreement and its context and also on the subsequent conduct of the parties, including the dispute which arises and the remedy sought." Restatement (Second) of Contracts § 131 cmt. g (1981).

Assuming there is a meeting of the minds on the essential terms of the contract, meaning the ordinance passes and all six current incumbents agree to resign at the end of their current term, such a contract would still require consideration. Pope v. Sav. Bank of Puget Sound, 850 F.2d 1345, 1356 (9th Cir. 1988) (The first lesson in contracts, the peppercorn theory – provides that courts will not inquire into the adequacy of consideration, so long as it was true and valuable.).

"Consideration is the exchange of a promise or performance, bargained for by the parties." Jones v. SunTrust Mortgage, Inc., 128 Nev. 188, 191, 274 P.3d 762, 764 (2012). Consideration may be any benefit conferred or any detriment suffered. See Nyberg v. Kirby, 65 Nev. 42, 51, 188 P.2d 1006, 1010 (1948) (interpreting California law). The performance may be "(a) an act other than a promise, or (b) a forbearance, or (c) the creation, modification, or destruction of a legal relation." Restatement (Second) of Contracts § 71(3) (Am. Law. Inst. 1981), *cited with approval in* Southwest Gas Corp. v. Ahmad, 99 Nev. 594, 598, 668 P.2d 261, 263 (1983).

Here, the consideration could be the forbearance of the right to remain in the elected position pursuant to NRS 293C.115, until such time as a successor is appointed

and qualified, because each of the council members and the mayor would be required to resign at the end of their elected term. Each elected official has the ability to contract that right away and agree to resign at the end of their elected term, but cannot be required to do so.

However, any contract which operates to the detriment of the public interest is against public policy and void. King v. Randall, 44 Nev. 118, 190 P. 979 (1920). The King Court noted:

the principle that contracts which tend to improperly influence those engaged in the public service, or which tend to subordinate the public welfare to individual gain, are not enforceable in any court of justice. Pollock, Prin. of Cont. 279; Anson, Cont. 175; 1 Whart. Cont. secs. 402 to 414, inclusive. A wholesome rule of law is that parties should not be permitted to make contracts which are likely to set private interests in opposition to public duty or to the public welfare.

Id.

NRS 293C.115 creates a legislative right of an elected official to remain in their elected position until the next election cycle is completed and a successor has been elected and qualified when changing the election cycle. This is the public duty of the incumbents and affects the public welfare of the City's taxpayers. The Legislature passed NRS 293C.115 because it benefits the public. It allows for the consolidation of elections between incorporated cities and their county. A contract, whose sole intent is to modify the legislative mandates of NRS 293C.115 violates public policy and would be void, even though there is an offer, acceptance, a meeting of the minds, and consideration.

A contract which influences the exercise of official discretion is contrary to public policy and unenforceable because the public is entitled to the free and unconstrained judgment of public officers. King v. Randall, 44 Nev. 118, 124, 190 P. 979 (1920); Osborne v. Allen, 226 S.W. 221 (Tenn. 1920); 15 Williston on Contracts, 3d Ed. § 1734, at 23.

The first version of the ordinance would have extended the terms of the current six incumbents (five City Council Members, and the Mayor, who is not part of the City Council). It failed to pass. Thereafter, a revision was made changing the ordinance so that during the next two election cycles, those elected would serve the extended terms.

During the City Council meeting on the second version of the ordinance, two of the City Council Members offered to revise the second ordinance back to the terms contained in the first ordinance, and vote for its passage, if all five City council members and the mayor signed a contract where they all agree to resign at the expiration of their current term and allow the remaining members of the City council members to fill the resulting vacancies pursuant to NRS 266.225.

Such a contract violates public policy because it “improperly influence(s) those engaged in public service”. Id. In this case, in order to pass the ordinance, the City council members must unanimously agree to the terms of the contract. If one member rejects the contract, then the ordinance will not pass. This requirement contravenes NRS 266.250(3) which only requires a majority vote to pass an ordinance. In addition, the contract would also require the mayor to forego her right under NRS 266.200(2). This improper influence on the council members and the mayor would render the contracts void.

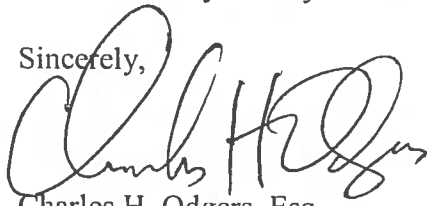
Proposed Conclusion

Under the common law of contracts, council members may enter into a contract when there is an offer and acceptance, a meeting of the minds regarding the essential terms of the contract, and consideration, unless the contract improperly influences the free and unconstrained judgment of the public officer. The contracts contemplated by the Ely City Council would be void if entered into because of the improper influence on the council members and negating the mayor’s right to veto under Nevada Revised Statutes.

As I stated previously, this is my analysis of the law as applied to these facts. This letter is submitted at the request of the City Council.

Thank you for your time. I await your response.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles H. Odgers", written over the word "Sincerely,".

Charles H. Odgers, Esq.
City Attorney

cc: Mayor, City Council

/cho



19 APR 10:34 AM

CITY OF ELY

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

PARKS (775) 289-1457 CELL (775) 293-0834

Application to reserve the City of Ely properties.
Broadbent Park-Picnic Area-Bianchi Park-Terrace Park

☒ Broadbent Park ☐ Picnic Area ☐ Bianchi Park ☐ Terrace Park

Applicant: White Pine County Address: 4100 Clark St.
Phone: 775-289-3410 Cell: 775-293-0472 Lance Gate
Organization: Ely Air Races Committee Date of Event: June 14, 15, 16
of People in event: 1,000 Time of Event: 6:00 pm to 10:00 pm.
Start Ending

Please advise entire schedule, including set up, so we can adjust our sprinkler system timer accordingly.

Do you wish to close a street? If yes, permission must be granted by the City. Will alcohol be sold? YES If yes, you will need to obtain a Special Event Liquor License in ADVANCE from City Hall. Will there be a sound system or live music? YES If yes there will be a time set on length of music according to the City Codes.

Security is the responsibility of the person/group reserving the park. It is the responsibility of the person/group reserving the park to comply with the Policies and Guidelines for use and clean up of the park (copy attached).

Services Requested:

- | | |
|---------------------------------------|-------------------------|
| a. Additional Garbage Cans <u>YES</u> | b. Barricades <u>NO</u> |
| b. Electrical Hook-ups <u>YES</u> | c. Keys <u>YES</u> |
| d. Picnic Tables <u>YES</u> | e. Other <u> </u> |

Applicants Signature: [Signature] Date: 4-18-19
Parks Dept Approval: Date:

PLEASE KEEP THIS COPY WITH YOU AT ALL TIMES WHILE USING THE AREA YOU RESERVED!

MIKE PAVLAKIS
KAREN A. PETERSON
JAMES R. CAVILIA
CHRIS MACKENZIE
DAWN ELLERBROCK
RYAN D. RUSSELL
JOEL W. LOCKE

JUSTIN TOWNSEND
S. JORDAN WALSH
KYLE A. WINTER
WILL WAGNER
KEVIN BENSON



ALLISON · MACKENZIE

GEORGE V. ALLISON
ANDREW MACKENZIE
PATRICK V. FAGAN
CHARLES P. COCKERILL
JOAN C. WRIGHT
OF COUNSEL

MIKE SOUMBENIOTIS
(1932-1997)

April 25, 2018

Ely City Council
Ely Planning Commission
501 Mill Street
Ely, NV 89301

Via Fax and Electronic Mail
(775) 289-1463
ernieflangas@gmail.com
kcarson@elycity.com
tonysdefelice@gmail.com
jgardner@elycity.com
mjsamhanson@sbcglobal.net

Re: Abandonment of Avenue D

Dear City Council Members and Planning Commissioners:

I am writing on behalf of our clients, Mike and Dolores Lemich and Robert and Mikki Van Camp, to object to the proposed approval of the abandonment order granting a portion of Avenue D to Prospector Enterprises Ely, LLC, item number C2 on the agenda.

We opposed, and continue to oppose, the abandonment for the reasons set forth in our letter to the Council and the Planning Commission dated December 14, 2017. The Council approved the abandonment at its December 14, 2017 meeting. Notice of that decision was sent on February 22, 2018. See attached Exhibit 1. On behalf of our clients, we filed a timely and proper Petition for Judicial Review of that action. See attached Exhibit 2. That Petition is currently pending before the district court. Additionally, we have stipulated with the City Attorney to file an amended petition naming the Planning Commission as an additional party. See attached Exhibit 3.

Based on our conversation today with the City Attorney, our understanding is that approval and recordation of the abandonment order would effectuate the transfer of title to the portion of Avenue D in question to Prospector. It would be premature for the Council to approve and record the abandonment order prior to the resolution of the Petition for Judicial Review because whether the City can properly abandon the road (or any part of it) is the very question under review.

The Nevada Supreme Court has recognized that real property is unique and the loss of real property rights generally results in irreparable harm. *Dixon v. Thatcher*, 103 Nev. 414, 416, 742 P.2d 1029, 1030 (1987). It is therefore likely that the court would issue an injunction

City Council Members and Planning Commissioners
April 25, 2018
Page 2 of 2


prohibiting the approval and filing of the Abandonment Order while the Petition for Judicial Review is Pending.

We therefore respectfully request that the Council table agenda item C2 until the resolution of the pending Petition for Judicial Review.

Sincerely,

ALLISON MacKENZIE, LTD.

By:


JUSTIN TOWNSEND, ESQ.

JT/sp

attachments

cc: Charles Odgers, Esq. – via email – codgers@elycity.com
Clients

EXHIBIT 1

EXHIBIT 1



This document was filed
with the official records
of the City of Ely, Nevada
on the above-stamped
date and time.



Janet Lee
City Clerk or Deputy

CITY OF ELY/WHITE PINE COUNTY

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

February 22, 2018

Bert Woywood
Prospector Hotel and Casino
1501 East Aultman Street
Ely, NV 89301

NOTICE OF DECISION

Dear Mr. Woywood,

Your application, which went before the Ely City Planning Commission and / or Ely City Council White Pine County Planning Commission and/or White Pine County Board of Commissioners on December 14, 2017, was approved ~~denied~~. If your application was denied and you wish to appeal this decision, please see the guidelines for doing so below.

NRS 278.3195(4) and NRS 278.0235 – you have 25 days from the date of this letter to file a petition for judicial review in the event you believe you are aggrieved by the decision of the Ely City Planning Commission and / or Ely City Council White Pine County Planning Commission and/or White Pine County Board of Commissioners on your application for a Variance. You are notified that this notice is being filed with the Secretary or the Clerk of the City of Ely / White Pine County on the date of this letter.

NRS 278.3195 Governing body to adopt ordinance allowing appeal to governing body concerning certain decisions regarding use of land; required contents of ordinance; appeal of decision of governing body to district court.

1. Except as otherwise provided in NRS 278.310, each governing body shall adopt an ordinance providing that any person who is aggrieved by a decision of:

(a) The planning commission, if the governing body has created a planning commission pursuant to NRS 278.030;

(b) The board of adjustment, if the governing body has created a board of adjustment pursuant to NRS 278.270;

(c) A hearing examiner, if the governing body has appointed a hearing examiner pursuant to NRS 278.262; or

(d) Any other person appointed or employed by the governing body who is authorized to make administrative decisions regarding the use of land,

È may appeal the decision to the governing body. In a county whose population is 700,000 or more, a person shall be deemed to be aggrieved under an ordinance adopted pursuant to this subsection if the person appeared, either in person, through an authorized representative or in writing, before a person or entity described in paragraphs (a) to (d), inclusive, on the matter which is the subject of the decision.

2. Except as otherwise provided in NRS 278.310, an ordinance adopted pursuant to subsection 1 must set forth, without limitation:

(a) The period within which an appeal must be filed with the governing body.

(b) The procedures pursuant to which the governing body will hear the appeal.

(c) That the governing body may affirm, modify or reverse a decision.

(d) The period within which the governing body must render its decision except that:

(1) In a county whose population is 700,000 or more, that period must not exceed 45 days.

(2) In a county whose population is less than 700,000, that period must not exceed 60 days.

(e) That the decision of the governing body is a final decision for the purpose of judicial review.

(f) That, in reviewing a decision, the governing body will be guided by the statement of purpose underlying the regulation of the improvement of land expressed in NRS 278.020.

(g) That the governing body may charge the appellant a fee for the filing of an appeal.

3. In addition to the requirements set forth in subsection 2, in a county whose population is 700,000 or more, an ordinance adopted pursuant to subsection 1 must:

(a) Set forth procedures for the consolidation of appeals; and

(b) Prohibit the governing body from granting to an aggrieved person more than two continuances on the same matter, unless the governing body determines, upon good cause shown, that the granting of additional continuances is warranted.

4. Any person who:

(a) Has appealed a decision to the governing body in accordance with an ordinance adopted pursuant to subsection 1; and

(b) Is aggrieved by the decision of the governing body,

È may appeal that decision to the district court of the proper county by filing a petition for judicial review within 25 days after the date of filing of notice of the decision with the clerk or secretary of the governing body, as set forth in NRS 278.0235.

5. As used in this section, "person" includes the Armed Forces of the United States or an official component or representative thereof.

(Added to NRS by 2001, 2803; A 2003, 1734; 2007, 354; 2011, 1193)

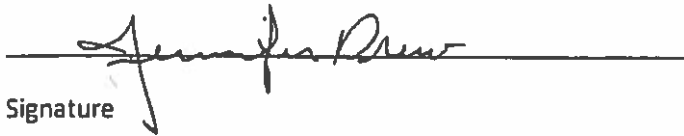
Sincerely,



Brad Christiansen

Building Official

I, JENNIFER DREW, Building Official Administrative Assistant for City of Ely and White Pine County, did on this date, 2/23/18, file a copy of this letter with Secretary or the Clerk of the City of Ely / White Pine County.



Signature



This document was filed
with the official records
of the City of Ely, Nevada
on the above-stamped
date and time.

Janice Lee
City Clerk or Deputy



CITY OF ELY/WHITE PINE COUNTY

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

February 22, 2018

Bert Woywood
Prospector Hotel and Casino
1501 East Aultman Street
Ely, NV 89301

NOTICE OF DECISION

Dear Mr. Woywood,

Your application, which went before the Ely City Planning Commission and / or Ely City Council *✓*
White Pine County Planning Commission and/or White Pine County Board of Commissioners on
December 14, 2017, was approved *✓* denied. If your application was denied and you wish to appeal
this decision, please see the guidelines for doing so below.

NRS 278.3195(4) and NRS 278.0235 – you have 25 days from the date of this letter to file a petition for
judicial review in the event you believe you are aggrieved by the decision of the Ely City Planning *✓*
Commission and / or Ely City Council / White Pine County Planning Commission and/or White Pine
County Board of Commissioners on your application for an Abandonment of Road or Easement. You
are notified that this notice is being filed with the Secretary or the Clerk of the City of Ely / White Pine
County on the date of this letter.

NRS 278.3195 Governing body to adopt ordinance allowing appeal to governing body concerning
certain decisions regarding use of land; required contents of ordinance; appeal of decision of
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1. Except as otherwise provided in NRS 278.310, each governing body shall adopt an ordinance
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(b) The board of adjustment, if the governing body has created a board of adjustment pursuant to NRS 278.270;

(c) A hearing examiner, if the governing body has appointed a hearing examiner pursuant to NRS 278.262; or

(d) Any other person appointed or employed by the governing body who is authorized to make administrative decisions regarding the use of land,

£ may appeal the decision to the governing body. In a county whose population is 700,000 or more, a person shall be deemed to be aggrieved under an ordinance adopted pursuant to this subsection if the person appeared, either in person, through an authorized representative or in writing, before a person or entity described in paragraphs (a) to (d), inclusive, on the matter which is the subject of the decision.

2. Except as otherwise provided in NRS 278.310, an ordinance adopted pursuant to subsection 1 must set forth, without limitation:

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(b) The procedures pursuant to which the governing body will hear the appeal.

(c) That the governing body may affirm, modify or reverse a decision.

(d) The period within which the governing body must render its decision except that:

(1) In a county whose population is 700,000 or more, that period must not exceed 45 days.

(2) In a county whose population is less than 700,000, that period must not exceed 60 days.

(e) That the decision of the governing body is a final decision for the purpose of judicial review.

(f) That, in reviewing a decision, the governing body will be guided by the statement of purpose underlying the regulation of the improvement of land expressed in NRS 278.020.

(g) That the governing body may charge the appellant a fee for the filing of an appeal.

3. In addition to the requirements set forth in subsection 2, in a county whose population is 700,000 or more, an ordinance adopted pursuant to subsection 1 must:

(a) Set forth procedures for the consolidation of appeals; and

(b) Prohibit the governing body from granting to an aggrieved person more than two continuances on the same matter, unless the governing body determines, upon good cause shown, that the granting of additional continuances is warranted.

4. Any person who:

(a) Has appealed a decision to the governing body in accordance with an ordinance adopted pursuant to subsection 1; and

(b) Is aggrieved by the decision of the governing body,

È may appeal that decision to the district court of the proper county by filing a petition for judicial review within 25 days after the date of filing of notice of the decision with the clerk or secretary of the governing body, as set forth in NRS 278.0235.

5. As used in this section, "person" includes the Armed Forces of the United States or an official component or representative thereof.

(Added to NRS by 2001, 2803; A 2003, 1734; 2007, 354; 2011, 1193)

Sincerely,



Brad Christiansen

Building Official

I, JENNIFER DREW, Building Official/Administrative Assistant for City of Ely and White Pine County, did on this date, 2/23/15, file a copy of this letter with Secretary or the Clerk of the City of Ely / White Pine County.



Signature

EXHIBIT 2

EXHIBIT 2

Case No. CV-1803035

Dept. No. 1

The undersigned affirms that this document does not contain any social security number, driver's license number, identification card number, complete financial account number with accompanying password and/or pin.

FILED

2018 MAR 16 PM 1:56

NICHOLE BALDWIN
WHITE PINE COUNTY CLERK
BY me
DEPUTY

IN THE SEVENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR WHITE PINE COUNTY

ROBERT JAMES & MIKKI
VAN CAMP and MIKE &
DELORES A. LEMICH

Petitioners,

vs.

PETITION FOR JUDICIAL REVIEW

ELY CITY COUNCIL,

Respondent.

Petitioners, Robert James & Mikki Van Camp and Mike & Delores A. Lemich, by and through their attorneys, Kevin Benson, Esq. and James R. Cavilia, Esq. of ALLISON MacKENZIE, Ltd., allege and complain as follows:

I.

INTRODUCTION

This is a Petition for Judicial Review pursuant to NRS 278.0233, NRS 278.0235, and NRS 278.480. The matter arises out of the Ely City Council's approval of the abandonment of a portion of Avenue D between Highway 93 and the east side of 16th Street in Ely, Nevada.

II.

FACTS

1. Robert James Van Camp and Mikki Van Camp ("Van Camp") are husband and wife and are residents of White Pine County.
2. Mike Lemich and Delores A. Lemich ("Lemich") are husband and wife and are residents of White Pine County. Van Camp and Lemich are collectively referred to as "Petitioners".

3. Van Camp is the owner of real property in the City of Ely located at 1655 Avenue D (APN 002-042-01) ("Van Camp Property").
4. Lemich is the owner of real property in the City of Ely located at 1500 Avenue D (APN 002-038-08) ("Lemich Property").
5. Prospector Enterprises Ely, LLC, a Nevada limited liability company, ("Prospector") is the owner of real property in the City of Ely located at 1505 Aultman Street, also known as Highway 93 (APN 002-261-05) ("Prospector Property").
6. The Prospector Property is located directly across Avenue D from the Van Camp Property.
7. On or about November 11, 2017, an application was filed with the City of the Ely on behalf of Prospector to abandon forty feet of Avenue D between Highway 93 (Aultman Street) and the east side of 16th Street.
8. The Van Camp Property is and has for many years been utilized as the base of operations for a towing and vehicle storage business requiring access by large vehicles and vehicles being towed.
9. The Lemich Property is and has for many years been the location of Wheeler Machinery, an industrial machinery/equipment dealer involved in the sale, lease and repair of large industrial machinery, including but not limited to, bulldozers, backhoes, loader, pavers, excavators and graders.
10. The application for abandonment states that the purpose of the abandonment is to accommodate the creation of a parking lot on the Prospector Property to provide additional parking for a proposed hotel.
11. Ely City Code 8-1-0 provides: "It is the policy of the city council to review each and every request for abandonment of a portion of any street or alley as defined by Nevada Revised Statutes using the following criteria to ensure all requesting parties are treated equally: ..."
12. The Code then lists seven questions related to the roadway in question. A copy of the full ordinance is attached hereto as Exhibit 1.

///

///

- 1 13. Avenue D is approximately 80 feet wide. It is currently a two-way road, which permits direct
2 access to Highway 93 for semi-trucks and large equipment for ingress and egress to and from
3 the Van Camp Property and the Lemich Property.
- 4 14. Fifty feet is the minimum required width for a two-way road. Therefore abandonment of
5 forty feet of the road means that the remaining portion of the road can, at best, be used only
6 as a one-way street.
- 7 15. In correspondence to the Ely Planning Commission and the Ely City Council, Petitioners
8 identified the significant negative impact that the proposed road abandonment would have
9 on access to and from the established businesses located on the Van Camp Property and the
10 Lemich Property.
- 11 16. Specifically, Petitioners addressed each of the seven criteria set forth in Ely City Code
12 section 8-1-0, explaining why the answers to several of those questions was "yes," which
13 shows that the abandonment was not in the public interest.
- 14 17. The Planning Commission held a public hearing on the matter on December 14, 2017. The
15 Planning Commission voted to recommend the abandonment of 40 feet of Avenue D.
16 However, the Planning Commission did not make any findings with respect to any of the
17 criteria set forth in Ely City Code section 8-1-0.
- 18 18. One of the commissioners questioned why not vacate only 30 feet of the road, which would
19 leave 50 feet, enough to retain a two-way road. Prospector insisted that it must have 40 feet,
20 otherwise the costs for the hotel will increase because the plans would have to be modified.
21 Prospector also asserted that if too many rooms are lost from the design, the project will not
22 work financially. Prospector did not present any evidence of how many rooms would be lost,
23 or indeed that any rooms would be lost.
- 24 19. Concerns were also raised that the Nevada Department of Transportation ("NDOT") had not
25 been contacted, and that it would have the final authority to designate where the entrances
26 and exits from Highway 93 would be. Since it was not known what NDOT would do, the
27 abandonment was premature.
- 28 20. The City Council has the final authority to approve or deny an application to vacate a road.

21. During its public hearing, also conducted on December 14, 2017 shortly after conclusion of the Planning Commission meeting, City Council members also expressed concern that vacating forty feet would mean the remaining part of the road could not function as a two-way road. They also questioned whether it was really necessary for the Petitioner to have forty feet.
22. The City Attorney stated that to vacate an entire road, the City must find that the answer to each of the questions in Ely City Code section 8-1-0 is "no." He explained that a single "yes" answer means that the City cannot vacate the road.
23. However, the City Attorney also stated that, because what was being proposed was a partial abandonment, the City was not obligated to find that the answer is "no" to all of the questions in Ely City Code section 8-1-0.
24. The City Attorney further stated that, if Van Camp were to request the abandonment of the remaining 40 feet of the road, the City would need to answer "no" to all the questions in order to abandon the road, because at that point it would be a full abandonment of the road.
25. Discussion ensued on each of the seven factors.
26. It was noted that the road is currently being used to access private property, so the answer to the first question is "yes."
27. The answer to the third question, is it wide enough to be practically used as either a utility or roadway corridor, is also "yes."
28. No clear finding was made on the fifth question, regarding whether the proposed abandonment would diminish the access of safety or utility services to any property. It was noted that the fire department did not have any concerns, but the sheriff's office had concerns about access from U.S. 93 to the hotel. It was noted that the question is also whether you can get to the Van Camp and Lemich properties.
29. The sixth question is whether the roadway proposed for abandonment has future potential as either a utility or a roadway corridor. It was noted that it is currently an 80-foot roadway, and that if 40 feet is abandoned, the remaining part could be a one-way road, or if 30 feet is

1 abandoned, the remaining part could be a two-way road. In other words, the answer is clearly
2 "yes."

3 30. Finally, there was no clear finding on Question 7, which is whether the roadway proposed
4 for abandonment has potential as a walking trail, linear park, buffer zone, or any other public
5 service.

6 31. Ultimately the City Council approved the abandonment of 40 feet of the roadway, by a vote
7 of 3-1.

8 III.

9 JUDICIAL REVIEW

- 10 1. Pursuant to NRS 278.0233 and 278.0235, this Court has jurisdiction to review a final
11 decision of the Ely City Council approving the above-described abandonment.
- 12 2. The Ely City Council's decision is not supported by substantial evidence because no factual
13 information or data was submitted to the City Council that would support the findings
14 required by the City Code of the City of Ely Section 8-1-0.
- 15 3. The City Council's decision was arbitrary and capricious because it was not consistent with
16 requirements of the City Code of the City of Ely Section 8-1-0.
- 17 4. Nothing in City Code of the City of Ely Section 8-1-0 permits the Council to ignore the
18 findings in that Section in the case of a partial abandonment. The Council violated Section
19 8-1-0 by finding that the answer to several of the questions is "yes," but ignoring those
20 findings in reaching its final decision to grant the abandonment application.
- 21 5. The City Council's decision is therefore unlawful and in excess of its authority.
- 22 6. The Council's approval of the above-described abandonment must therefore be reversed.

23 IV.

24 PRAYER FOR RELIEF

25 For the foregoing reasons, Petitioners respectfully request that the Court enter the following
26 relief:

- 27 1. An order reversing the decision of the Ely City Council granting the petition to abandon a
28 portion of Avenue D;

2. An award of attorneys' fees and costs incurred by the Petitioners as special damages and pursuant to NRS 278.0237(2); and,
3. For such other and further relief as the Court deems just.

DATED this 15th day of March, 2018.

ALLISON MacKENZIE, LTD.
P.O. Box 646
Carson City, Nevada 89702
Phone (775) 687-0202

By: 

JAMES R. CAVILIA, ESQ
Nevada State Bar No. 3921
KEVIN BENSON, ESQ.
Nevada State Bar No. 9970
Attorneys for Petitioners
Lemich and Van Camp.

4845-2483-9519, v. 2

EXHIBIT 1

EXHIBIT 1

8-1-0: STREET AND ALLEY ABANDONMENT CRITERIA:

- A. It is the policy of the city council to review each and every request for abandonment of a portion of any street or alley as defined by Nevada Revised Statutes using the following criteria to ensure all requesting parties are treated equally:
1. Is the roadway currently used as access to any private or public property?
 2. Is it presently used as a route for any utility?
 3. Is the roadway or alley wide enough to be practically used as either a utility or roadway corridor?
 4. Will the proposed abandonment isolate any property from public access?
 5. Will the proposed abandonment diminish in any way the access of safety or utility services to any property?
 6. Does the roadway proposed for abandonment have future potential as either a utility or roadway corridor?
 7. Does the roadway proposed for abandonment have potential as a walking trail, linear park, buffer zone, or any other public service?
- B. If a member of the city planning commission, city engineer, city fire chief, any public utility having a right of way on the proposed abandoned property, or a member of the general public believe the answer to any of the above is "yes", they shall have the right to present their arguments to the city council for consideration, prior to the city council voting on whether to approve the abandonment. The city council and mayor shall have the right to refuse to accept the arguments or opinions of the aforementioned persons in reaching their decision.
- C. The city council and the mayor shall have the exclusive right to approve or disapprove a request to vacate property, but shall provide the requesting party with their rationale for approval or denial at the city council meeting at which the matter is decided.
1. The city council may "fully" abandon a city street or alleyway, meaning the roadway or alley is severed and no passage may occur.
 2. The city council may "partially" abandon a city street or alleyway, meaning the roadway is reduced in width but is still effective as a roadway or utility corridor. (Ord. 682, 9-24-2015)

EXHIBIT 3

EXHIBIT 3

1 Case No. CV-1803035

2 Dept. No. I

3 The undersigned affirms that this document does not contain any social
4 security number, driver's license number, identification card number,
5 complete financial account number with accompanying password and/or pin.

6 IN THE SEVENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
7 IN AND FOR WHITE PINE COUNTY

8
9 ROBERT JAMES & MIKKI
10 VAN CAMP and MIKE & DELORES A.
11 LEMICH,

12 Petitioners,

13 vs.

STIPULATION AND ORDER
TO AMEND PETITION FOR JUDICIAL
REVIEW

14 ELY CITY COUNCIL,
15 ELY CITY PLANNING COMMISSION,

16 Respondents,
17 _____/

18 Respondents, ELY CITY COUNCIL and ELY CITY PLANNING COMMISSION, by and
19 through their attorney, Charles Odgers, Esq., City Attorney, and Petitioners, VAN CAMP and
20 LEMICH, by and through their attorneys, Allison MacKenzie, Ltd., hereby stipulate and agree to the
21 filing of the Amended Petition for Judicial Review, attached hereto as Exhibit 1.

22 The Parties respectfully request that the Court approve this stipulation, and order that the
23 attached Amended Petition for Judicial Review be detached and filed in this matter.

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27 ///

28 ///

ALLISON MacKENZIE, LTD.
402 North Division Street, P.O. Box 646, Carson City, NV 89702
Telephone: (775) 687-0202 Fax: (775) 882-7918
E-Mail Address: law@allisonmackenzie.com

1 Dated this _____ day of April, 2018


2
3 ELY CITY COUNCIL
4 ELY CITY PLANNING COMMISSION

5 By:

6
7 _____
8 Charles H. Odgers,
9 City Attorney

10 Dated this 12th day of April, 2018

11 ALLISON MacKENZIE, LTD.
12 P.O. Box 646
13 Carson City, Nevada 89702
14 Phone (775) 687-0202

15 By: 
16 James R. Cavilia, Esq
17 Nevada State Bar No. 3921
18 Kevin Benson, Esq.
19 Nevada State Bar No. 9970
20 Attorneys for Petitioners
21 Lemich and Van Camp
22
23
24
25
26
27
28

ALLISON MacKENZIE, LTD.
402 North Division Street, P.O. Box 646, Carson City, NV 89702
Telephone: (775) 687-0202 Fax: (775) 882-7918
E-Mail Address: law@allisonmckenzie.com

ORDER ON STIPULATION

The Court, having reviewed the Parties' Stipulation to Amend the Petition for Judicial Review, finds good cause exists to amend the Petition, therefore:

IT IS HEREBY ORDERED THAT the stipulated request to amend the Petition for Judicial Review is GRANTED; and,

IT IS HEREBY FURTHER ORDERED THAT the Clerk of the Court shall detach the Amended Petition for Judicial Review attached to the Parties' Stipulation and file the same in this matter.

Dated: _____

DISTRICT COURT JUDGE

DIRECTORY OF EXHIBITS

[illegible]

EXHIBIT 1

EXHIBIT 1

1 Case No. CV-1803035

2 Dept. No. I

3 The undersigned affirms that this document does not contain any social
4 security number, driver's license number, identification card number,
complete financial account number with accompanying password and/or pin.

5
6 IN THE SEVENTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
7 IN AND FOR WHITE PINE COUNTY
8

9 ROBERT JAMES & MIKKI
10 VAN CAMP and MIKE &
DELORES A. LEMICH

11 Petitioners,

AMENDED PETITION FOR JUDICIAL
REVIEW

12 vs.
13

14 ELY CITY COUNCIL,
15 ELY CITY PLANNING COMMISSION,

16 Respondents.
17

18 Petitioners, Robert James & Mikki Van Camp and Mike & Delores A. Lemich, by and
19 through their attorneys, Kevin Benson, Esq. and James R. Cavilia, Esq. of ALLISON MacKENZIE,
20 Ltd., allege and complain as follows:

21 I.

22 INTRODUCTION

23 This is a Petition for Judicial Review pursuant to NRS 278.0233, NRS 278.0235, and NRS
24 278.480. The matter arises out of the Ely City Planning Commission's recommendation of and the
25 Ely City Council's (collectively, the "City") approval of the abandonment of a portion of Avenue D
26 between Highway 93 and the east side of 16th Street in Ely, Nevada.

27 ///

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II.

FACTS

1. Robert James Van Camp and Mikki Van Camp ("Van Camp") are husband and wife and are residents of White Pine County.
2. Mike Lemich and Delores A. Lemich ("Lemich") are husband and wife and are residents of White Pine County. Van Camp and Lemich are collectively referred to as "Petitioners".
3. Van Camp is the owner of real property in the City of Ely located at 1655 Avenue D (APN 002-042-01) ("Van Camp Property").
4. Lemich is the owner of real property in the City of Ely located at 1500 Avenue D (APN 002-038-08) ("Lemich Property").
5. Prospector Enterprises Ely, LLC, a Nevada limited liability company, ("Prospector") is the owner of real property in the City of Ely located at 1505 Aultman Street, also known as Highway 93 (APN 002-261-05) ("Prospector Property").
6. The Prospector Property is located directly across Avenue D from the Van Camp Property.
7. On or about November 11, 2017, an application was filed with the City of the Ely on behalf of Prospector to abandon forty feet of Avenue D between Highway 93 (Aultman Street) and the east side of 16th Street.
8. The Van Camp Property is and has for many years been utilized as the base of operations for a towing and vehicle storage business requiring access by large vehicles and vehicles being towed.
9. The Lemich Property is and has for many years been the location of Wheeler Machinery, an industrial machinery/equipment dealer involved in the sale, lease and repair of large industrial machinery, including but not limited to, bulldozers, backhoes, loader, pavers, excavators and graders.
10. The application for abandonment states that the purpose of the abandonment is to accommodate the creation of a parking lot on the Prospector Property to provide additional parking for a proposed hotel.

///

- 1 11. Ely City Code 8-1-0 provides: "It is the policy of the city council to review each and every
2 request for abandonment of a portion of any street or alley as defined by Nevada Revised
3 Statutes using the following criteria to ensure all requesting parties are treated equally: ..."
- 4 12. The Code then lists seven questions related to the roadway in question. A copy of the full
5 ordinance is attached hereto as Exhibit 1.
- 6 13. Avenue D is approximately 80 feet wide. It is currently a two-way road, which permits direct
7 access to Highway 93 for semi-trucks and large equipment for ingress and egress to and from
8 the Van Camp Property and the Lemich Property.
- 9 14. Fifty feet is the minimum required width for a two-way road. Therefore abandonment of
10 forty feet of the road means that the remaining portion of the road can, at best, be used only
11 as a one-way street.
- 12 15. In correspondence to the Ely Planning Commission and the Ely City Council, Petitioners
13 identified the significant negative impact that the proposed road abandonment would have
14 on access to and from the established businesses located on the Van Camp Property and the
15 Lemich Property.
- 16 16. Specifically, Petitioners addressed each of the seven criteria set forth in Ely City Code
17 section 8-1-0, explaining why the answers to several of those questions was "yes," which
18 shows that the abandonment was not in the public interest.
- 19 17. The Planning Commission held a public hearing on the matter on December 14, 2017. The
20 Planning Commission voted to recommend the abandonment of 40 feet of Avenue D.
21 However, the Planning Commission did not make any findings with respect to any of the
22 criteria set forth in Ely City Code section 8-1-0.
- 23 18. One of the commissioners questioned why not vacate only 30 feet of the road, which would
24 leave 50 feet, enough to retain a two-way road. Prospector insisted that it must have 40 feet,
25 otherwise the costs for the hotel will increase because the plans would have to be modified.
26 Prospector also asserted that if too many rooms are lost from the design, the project will not
27 work financially. Prospector did not present any evidence of how many rooms would be lost,
28 or indeed that any rooms would be lost.

- 1 19. Concerns were also raised that the Nevada Department of Transportation ("NDOT") had not
2 been contacted, and that it would have the final authority to designate where the entrances
3 and exits from Highway 93 would be. Since it was not known what NDOT would do, the
4 abandonment was premature.
- 5 20. The City Council has the final authority to approve or deny an application to vacate a road.
- 6 21. During its public hearing, also conducted on December 14, 2017 shortly after conclusion of
7 the Planning Commission meeting, City Council members also expressed concern that
8 vacating forty feet would mean the remaining part of the road could not function as a two-
9 way road. They also questioned whether it was really necessary for the Petitioner to have
10 forty feet.
- 11 22. The City Attorney stated that to vacate an entire road, the City must find that the answer to
12 each of the questions in Ely City Code section 8-1-0 is "no." He explained that a single "yes"
13 answer means that the City cannot vacate the road.
- 14 23. However, the City Attorney also stated that, because what was being proposed was a partial
15 abandonment, the City was not obligated to find that the answer is "no" to all of the questions
16 in Ely City Code section 8-1-0.
- 17 24. The City Attorney further stated that, if Van Camp were to request the abandonment of the
18 remaining 40 feet of the road, the City would need to answer "no" to all the questions in
19 order to abandon the road, because at that point it would be a full abandonment of the road.
- 20 25. Discussion ensued on each of the seven factors.
- 21 26. It was noted that the road is currently being used to access private property, so the answer to
22 the first question is "yes."
- 23 27. The answer to the third question, is it wide enough to be practically used as either a utility or
24 roadway corridor, is also "yes."
- 25 28. No clear finding was made on the fifth question, regarding whether the proposed
26 abandonment would diminish the access of safety or utility services to any property. It was
27 noted that the fire department did not have any concerns, but the sheriff's office had concerns
28 about access from U.S. 93 to the hotel. It was noted that the question is also whether you can

1 get to the Van Camp and Lemich properties.

2 29. The sixth question is whether the roadway proposed for abandonment has future potential as
3 either a utility or a roadway corridor. It was noted that it is currently an 80-foot roadway, and
4 that if 40 feet is abandoned, the remaining part could be a one-way road, or if 30 feet is
5 abandoned, the remaining part could be a two-way road. In other words, the answer is clearly
6 "yes."

7 30. Finally, there was no clear finding on Question 7, which is whether the roadway proposed
8 for abandonment has potential as a walking trail, linear park, buffer zone, or any other public
9 service.

10 31. Ultimately the City Council approved the abandonment of 40 feet of the roadway, by a vote
11 of 3-1.

12 III.

13 JUDICIAL REVIEW

14 1. Pursuant to NRS 278.0233 and 278.0235, this Court has jurisdiction to review a final
15 decision of the Ely City Council approving the above-described abandonment.

16 2. Neither the Ely City Planning Commission's recommendation, nor the Ely City Council's
17 decision is supported by substantial evidence because no factual information or data was
18 submitted to either body that would support the findings required by the City Code of the
19 City of Ely Section 8-1-0.

20 3. The City's decision was arbitrary and capricious because it was not consistent with
21 requirements of the City Code of the City of Ely Section 8-1-0.

22 4. Nothing in City Code of the City of Ely Section 8-1-0 permits the City to ignore the findings
23 in that Section in the case of a partial abandonment. The City violated Section 8-1-0 by
24 finding that the answer to several of the questions is "yes," but ignoring those findings in
25 reaching its final decision to grant the abandonment application.

26 5. The City's decision is therefore unlawful and in excess of its authority.

27 6. The City's approval of the above-described abandonment must therefore be reversed.

28 ///

IV.

PRAYER FOR RELIEF

For the foregoing reasons, Petitioners respectfully request that the Court enter the following relief:

1. An order reversing the decision of the City granting the petition to abandon a portion of Avenue D;
2. An award of attorneys' fees and costs incurred by the Petitioners as special damages and pursuant to NRS 278.0237(2); and,
3. For such other and further relief as the Court deems just.

DATED this 13th day of April, 2018.

ALLISON MacKENZIE, LTD.
P.O. Box 646
Carson City, Nevada 89702
Phone (775) 687-0202

By: 

JAMES R. CAVILIA, ESQ.
Nevada State Bar No. 3921
KEVIN BENSON, ESQ.
Nevada State Bar No. 9970
Attorneys for Petitioners
Lemich and Van Camp.

4845-2483-9519, v. 2

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|------------|---------------------------|----------------|---------------------------|--------------|--------------------|-------------|-----------|
| 37 | WESTERN ENVIRONMENTAL T | 103354 | NV-0038 | 03/27/2018 | 1,456.00 | .00 | |
| 37 | WESTERN ENVIRONMENTAL T | 103579 | NV-0038 | 03/31/2018 | 177.36 | .00 | |
| Total 37: | | | | | 1,633.36 | .00 | |
| 40 | AHLVERS PLUMBING HEATING | EXAVATION P | REFUND - 980 E AULTMAN ST | 02/21/2018 | 270.00 | .00 | |
| Total 40: | | | | | 270.00 | .00 | |
| 42 | AIRGAS | 9074179487 | 2817069 | 03/23/2018 | 94.36 | .00 | |
| Total 42: | | | | | 94.36 | .00 | |
| 43 | NARANJO RAUL | 60 | SERVICE | 04/02/2018 | 417.76 | .00 | |
| 43 | NARANJO RAUL | 60 | SERVICE | 04/02/2018 | 985.52 | .00 | |
| Total 43: | | | | | 1,403.28 | .00 | |
| 67 | BUSINESS CONTINUITY TECHN | 408888 | CITY OF ELY | 04/01/2018 | 275.00 | .00 | |
| 67 | BUSINESS CONTINUITY TECHN | 408888 | CITY OF ELY | 04/01/2018 | 275.00 | .00 | |
| 67 | BUSINESS CONTINUITY TECHN | 408888 | CITY OF ELY | 04/01/2018 | 275.00 | .00 | |
| 67 | BUSINESS CONTINUITY TECHN | 408888 | CITY OF ELY | 04/01/2018 | 275.00 | .00 | |
| Total 67: | | | | | 1,100.00 | .00 | |
| 150 | AMERICAN FAMILY LIFE ASSU | 909419 | 0Q711 | 03/25/2018 | 901.66 | .00 | |
| Total 150: | | | | | 901.66 | .00 | |
| 350 | AT&T | 0328 2018 | 77528948380207 | 03/28/2018 | 136.97 | .00 | |
| 350 | AT&T | 032818 | 77528967815117 | 03/28/2018 | 32.76 | .00 | |
| 350 | AT&T | 032818 | 75528967815117 | 03/28/2018 | 32.75 | .00 | |
| 350 | AT&T | 032818 | 775289678151177 | 03/28/2018 | 32.75 | .00 | |
| 350 | AT&T | 032818 | 77528967815117 | 03/28/2018 | 32.75 | .00 | |
| 350 | AT&T | 3 282018 | 77528924304973 | 03/28/2018 | 50.26 | .00 | |
| 350 | AT&T | 3 282018 | 77528924304973 | 03/28/2018 | 50.28 | .00 | |
| 350 | AT&T | 3 282018 | 77528924304973 | 03/28/2018 | 50.28 | .00 | |
| 350 | AT&T | 3 282018 | 77528924304973 | 03/28/2018 | 50.28 | .00 | |
| 350 | AT&T | 328 2018 | 77528965005703 | 03/28/2018 | 13.45 | .00 | |
| 350 | AT&T | 32818 | 77528982259457 | 03/28/2018 | 142.26 | .00 | |
| 350 | AT&T | MAR 28 18 | 77528946023668 | 03/28/2018 | 13.45 | .00 | |
| 350 | AT&T | MAR 2818 | 77528923455933 | 03/28/2018 | 23.66 | .00 | |
| 350 | AT&T | MAR2818 | 77528921506851 | 03/28/2018 | 106.90 | .00 | |
| 350 | AT&T | MARCH 28 18 | 77528961031471 | 03/28/2018 | 3.37 | .00 | |
| 350 | AT&T | MARCH 28 18 | 77528961031471 | 03/28/2018 | 3.36 | .00 | |
| 350 | AT&T | MARCH 28 18 | 7728961031471 | 03/28/2018 | 3.36 | .00 | |
| 350 | AT&T | MARCH 28 18 | 77528961031471 | 03/28/2018 | 3.36 | .00 | |
| 350 | AT&T | MARCH2818 | 77528966335935 | 03/28/2018 | 49.97 | .00 | |
| Total 350: | | | | | 832.22 | .00 | |
| 370 | AT&T LONG DISTANCE | 1168363460 | 1001-238-0936 | 04/01/2018 | 1.02 | .00 | |
| 370 | AT&T LONG DISTANCE | 1267936758 | 1001-237-9326 | 04/01/2018 | 2.03 | .00 | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|------------|--------------------------|----------------|---------------|--------------|--------------------|-------------|-----------|
| 370 | AT&T LONG DISTANCE | 1267936758 | 1001-237-9326 | 04/01/2018 | 2.03 | .00 | |
| 370 | AT&T LONG DISTANCE | 1267936758 | 1001-237-9326 | 04/01/2018 | 2.03 | .00 | |
| 370 | AT&T LONG DISTANCE | 1267936758 | 1001-237-9326 | 04/01/2018 | 2.03 | .00 | |
| 370 | AT&T LONG DISTANCE | 1267936767 | 1001-238-0381 | 04/01/2018 | 1.95 | .00 | |
| 370 | AT&T LONG DISTANCE | 1267936776 | 1001-238-0944 | 04/01/2018 | .35 | .00 | |
| 370 | AT&T LONG DISTANCE | 2067899014 | 1001-238-0399 | 04/01/2018 | .93 | .00 | |
| 370 | AT&T LONG DISTANCE | 2167409939 | 1001-238-0357 | 04/01/2018 | .05 | .00 | |
| 370 | AT&T LONG DISTANCE | 2167409948 | 1001-238-0407 | 04/01/2018 | .05 | .00 | |
| Total 370: | | | | | 12.47 | .00 | |
| 440 | BATH LUMBER | MARCH 2018 | 15737 | 03/31/2018 | 12.58 | .00 | |
| 440 | BATH LUMBER | MARCH 2018 | 15737 | 03/31/2018 | 48.57 | .00 | |
| 440 | BATH LUMBER | MARCH 2018 | 15737 | 03/31/2018 | 7.73 | .00 | |
| 440 | BATH LUMBER | MARCH 2018 | 15737 | 03/31/2018 | 32.45 | .00 | |
| 440 | BATH LUMBER | MARCH 2018 | 15737 | 03/31/2018 | 177.00 | .00 | |
| 440 | BATH LUMBER | MARCH 2018 | 15737 | 03/31/2018 | 78.89 | .00 | |
| 440 | BATH LUMBER | MARCH 2018 | 15737 | 03/31/2018 | 182.91 | .00 | |
| 440 | BATH LUMBER | MARCH 2018 | 15737 | 03/31/2018 | 120.19 | .00 | |
| 440 | BATH LUMBER | MARCH 2018 | 15737 | 03/31/2018 | 29.35 | .00 | |
| 440 | BATH LUMBER | MARCH 2018 | 15737 | 03/31/2018 | 13.17 | .00 | |
| 440 | BATH LUMBER | MARCH 2018 | 15737 | 03/31/2018 | 66.46 | .00 | |
| Total 440: | | | | | 769.30 | .00 | |
| 615 | DIRECTV | 33915355459 | 028159234 | 04/05/2018 | 127.53 | .00 | |
| Total 615: | | | | | 127.53 | .00 | |
| 750 | C & B AUTO | MARCH 2018 | 3350 | 03/31/2018 | 6.29 | .00 | |
| 750 | C & B AUTO | MARCH 2018 | 3350 | 03/31/2018 | 48.29 | .00 | |
| 750 | C & B AUTO | MARCH 2018 | 3350 | 03/31/2018 | 132.95 | .00 | |
| 750 | C & B AUTO | MARCH 2018 | 3350 | 03/31/2018 | 132.94 | .00 | |
| 750 | C & B AUTO | MARCH 2018 | 3350 | 03/31/2018 | 515.76 | .00 | |
| 750 | C & B AUTO | MARCH 2018 | 3350 | 03/31/2018 | 70.92 | .00 | |
| 750 | C & B AUTO | MARCH 2018 | 3350 | 03/31/2018 | 495.24 | .00 | |
| 750 | C & B AUTO | MARCH 2018 | 3350 | 03/31/2018 | 26.06 | .00 | |
| 750 | C & B AUTO | MARCH 2018 | 3350 | 03/31/2018 | 104.98 | .00 | |
| Total 750: | | | | | 1,533.43 | .00 | |
| 842 | WHITE PINE COUNTY RECORD | 040418 | LIENS | 04/04/2018 | 385.00 | .00 | |
| Total 842: | | | | | 385.00 | .00 | |
| 850 | CASELLE INC | 86957 | 1368 | 04/01/2018 | 364.00 | .00 | |
| 850 | CASELLE INC | 86957 | 1368 | 04/01/2018 | 364.00 | .00 | |
| 850 | CASELLE INC | 86957 | 1368 | 04/01/2018 | 364.00 | .00 | |
| 850 | CASELLE INC | 86957 | 1368 | 04/01/2018 | 364.00 | .00 | |
| Total 850: | | | | | 1,456.00 | .00 | |
| 860 | CASH | LANDFILL PET | cash BOX | 04/11/2018 | 100.00 | .00 | |
| Total 860: | | | | | 100.00 | .00 | |
| 950 | CASE, SHARON | 032918-TRAP | REFUND | 04/11/2018 | 20.00 | .00 | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|-------------|----------------------------|----------------|----------------------|--------------|--------------------|-------------|-----------|
| Total 950: | | | | | 20.00 | .00 | |
| 955 | GIANOLA, JIM | 2.0946.1 | REFUND | 04/11/2018 | 79.02 | .00 | |
| Total 955: | | | | | 79.02 | .00 | |
| 960 | CHRIS' SERVICE | MARCH 2018 | 1090 | 03/31/2018 | 2,609.59 | .00 | |
| Total 960: | | | | | 2,609.59 | .00 | |
| 970 | JENNINGS, HAROLD E | 44241385 | REFUND | 07/30/2017 | 50.00 | .00 | |
| Total 970: | | | | | 50.00 | .00 | |
| 975 | LAMPROS, JOHN S | 45388200 | REFUND | 10/15/2017 | 95.93 | .00 | |
| Total 975: | | | | | 95.93 | .00 | |
| 980 | UNITED BLOWERS INC | 4300-3035 | ELY CITY | 03/27/2018 | 154.50 | .00 | |
| Total 980: | | | | | 154.50 | .00 | |
| 1450 | ELY VOLUNTEER FIRE DEPART | APR 2018 | Fire Hall Rent | 04/11/2018 | 175.00 | .00 | |
| 1450 | ELY VOLUNTEER FIRE DEPART | APR 2018 | Fire Hall Rent | 04/11/2018 | 175.00 | .00 | |
| 1450 | ELY VOLUNTEER FIRE DEPART | APR 2018 | Fire Hall Rent | 04/11/2018 | 175.00 | .00 | |
| 1450 | ELY VOLUNTEER FIRE DEPART | APR 2018 | Fire Hall Rent | 04/11/2018 | 175.00 | .00 | |
| 1450 | ELY VOLUNTEER FIRE DEPART | APRIL 2018 | 7th Paid Firefighter | 04/11/2018 | 1,050.00 | .00 | |
| Total 1450: | | | | | 1,750.00 | .00 | |
| 1580 | FINCHER, TODD | 2017-TR-408 (| SUBPOENA | 03/28/2018 | 25.00 | .00 | |
| 1580 | FINCHER, TODD | 2017-TR-478 | SUBPOENA | 03/28/2018 | 25.00 | .00 | |
| Total 1580: | | | | | 50.00 | .00 | |
| 2060 | HEUSSER INSTRUMENT LLC | 18-327 | SERVICE | 03/18/2018 | 340.00 | .00 | |
| Total 2060: | | | | | 340.00 | .00 | |
| 3260 | NEVADA JUDGES OF LIMITED J | 2018 | DUES | 03/29/2018 | 250.00 | .00 | |
| Total 3260: | | | | | 250.00 | .00 | |
| 3330 | NEVADA STATE CONTROLLER | MARCH 2018 | ADM FEE | 03/31/2018 | 2,435.03 | .00 | |
| 3330 | NEVADA STATE CONTROLLER | MARCH 2018 | ADM FEE | 03/31/2018 | 252.00 | .00 | |
| Total 3330: | | | | | 2,687.03 | .00 | |
| 3570 | OFFICE DEPOT | 117335084001 | 26907769 | 03/20/2018 | 197.94 | .00 | |
| 3570 | OFFICE DEPOT | 117335084001 | 26907769 | 03/20/2018 | 4.99 | .00 | |
| 3570 | OFFICE DEPOT | 117335084001 | 26907769 | 03/20/2018 | 5.00 | .00 | |
| 3570 | OFFICE DEPOT | 117335084001 | 26907769 | 03/20/2018 | 5.00 | .00 | |
| 3570 | OFFICE DEPOT | 117335084001 | 26907769 | 03/20/2018 | 5.00 | .00 | |
| 3570 | OFFICE DEPOT | 117779755001 | 26907769 | 03/21/2018 | 36.98 | .00 | |
| 3570 | OFFICE DEPOT | 117780319001 | 26907769 | 03/27/2018 | 6.09 | .00 | |
| 3570 | OFFICE DEPOT | 120138283001 | 26907769 | 03/28/2018 | 42.99 | .00 | |
| 3570 | OFFICE DEPOT | 120138283001 | 26907769 | 03/28/2018 | 4.03 | .00 | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|-------------|---------------------------|----------------|---------------------|--------------|--------------------|-------------|-----------|
| 3570 | OFFICE DEPOT | 120138283001 | 26907769 | 03/28/2018 | 4.05 | .00 | |
| 3570 | OFFICE DEPOT | 120138283001 | 26907769 | 03/28/2018 | 4.05 | .00 | |
| 3570 | OFFICE DEPOT | 120138283001 | 26907769 | 03/28/2018 | 4.05 | .00 | |
| 3570 | OFFICE DEPOT | 120138351001 | 26907769 | 03/28/2018 | 7.59 | .00 | |
| 3570 | OFFICE DEPOT | 120138352001 | 26907769 | 03/28/2018 | 7.49 | .00 | |
| 3570 | OFFICE DEPOT | 120138352001 | 26907769 | 03/28/2018 | 7.50 | .00 | |
| 3570 | OFFICE DEPOT | 120138352001 | 26907769 | 03/28/2018 | 7.50 | .00 | |
| 3570 | OFFICE DEPOT | 120138352001 | 26907769 | 03/28/2018 | 7.50 | .00 | |
| Total 3570: | | | | | 357.75 | .00 | |
| 3930 | PUBLIC EMPLOYEES' BENEFIT | APRIL 2018 | 715 | 04/03/2018 | 415.32 | .00 | |
| 3930 | PUBLIC EMPLOYEES' BENEFIT | APRIL 2018 | 715 | 04/03/2018 | 262.53 | .00 | |
| 3930 | PUBLIC EMPLOYEES' BENEFIT | APRIL 2018 | 715 | 04/03/2018 | 252.22 | .00 | |
| 3930 | PUBLIC EMPLOYEES' BENEFIT | APRIL 2018 | 715 | 04/03/2018 | 240.83 | .00 | |
| 3930 | PUBLIC EMPLOYEES' BENEFIT | APRIL 2018 | 715 | 04/03/2018 | 240.00 | .00 | |
| 3930 | PUBLIC EMPLOYEES' BENEFIT | APRIL 2018 | 715 | 04/03/2018 | 120.83 | .00 | |
| Total 3930: | | | | | 1,531.73 | .00 | |
| 4000 | REED INC | 3/31/18 | ACCT # 1-000017 | 03/31/2018 | 109.75 | .00 | |
| 4000 | REED INC | 3/31/18 | ACCT # 1-000017 | 03/31/2018 | 589.91 | .00 | |
| 4000 | REED INC | 3/31/18 | ACCT # 1-000017 | 03/31/2018 | 102.76 | .00 | |
| 4000 | REED INC | 3/31/18 | ACCT # 1-000017 | 03/31/2018 | 102.76 | .00 | |
| 4000 | REED INC | 3/31/18 | ACCT # 1-000017 | 03/31/2018 | 402.40 | .00 | |
| 4000 | REED INC | 3/31/18 | ACCT # 1-000017 | 03/31/2018 | 100.60 | .00 | |
| 4000 | REED INC | 3/31/18 | ACCT # 1-000017 | 03/31/2018 | 157.45 | .00 | |
| 4000 | REED INC | 3/31/18 | ACCT # 1-000017 | 03/31/2018 | 92.55 | .00 | |
| 4000 | REED INC | 3/31/18 | ACCT # 1-000017 | 03/31/2018 | 81.23 | .00 | |
| 4000 | REED INC | 3/31/18 | ACCT # 1-000017 | 03/31/2018 | 41.78 | .00 | |
| Total 4000: | | | | | 1,781.19 | .00 | |
| 4020 | RELIABLE | 3091396239 | 322368XJP | 03/31/2018 | 111.39 | .00 | |
| Total 4020: | | | | | 111.39 | .00 | |
| 4670 | SUBURBAN PROPANE | 81748 | 1485-012013 | 03/20/2018 | 12.44 | .00 | |
| Total 4670: | | | | | 12.44 | .00 | |
| 4780 | THATCHER COMPANY OF NEV | 1438047 | 0504201 | 03/28/2018 | 1,970.00 | .00 | |
| Total 4780: | | | | | 1,970.00 | .00 | |
| 4790 | BATTLE BORN MEDIA | E18-0329873 | LEGAL AD | 03/29/2018 | 48.00 | .00 | |
| 4790 | BATTLE BORN MEDIA | E18-0330293 | LEGAL AD | 04/03/2018 | 34.00 | .00 | |
| Total 4790: | | | | | 82.00 | .00 | |
| 4900 | US BANK | 32718 | 4798 5312 1728 1262 | 03/27/2018 | 25.26 | .00 | |
| 4900 | US BANK | 32718 | 4798 5312 1728 1262 | 03/27/2018 | 180.98 | .00 | |
| 4900 | US BANK | 32718 | 4798 5312 1728 1262 | 03/27/2018 | 219.76 | .00 | |
| 4900 | US BANK | 32718 | 4798 5312 1728 1262 | 03/27/2018 | 219.76 | .00 | |
| 4900 | US BANK | 32718 | 4798 5312 1728 1262 | 03/27/2018 | 21.52 | .00 | |
| 4900 | US BANK | 32718 | 4798 5312 1728 1262 | 03/27/2018 | 21.52 | .00 | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|--------------|----------------------------|----------------|--------------------------|--------------|--------------------|-------------|-----------|
| Total 4900: | | | | | 688.80 | .00 | |
| 5020 | VALIC | 7418608 | DEFERRED COMPENSATION P/ | 04/04/2018 | 400.00 | .00 | |
| Total 5020: | | | | | 400.00 | .00 | |
| 5120 | WHITE PINE COUNTY SHERIFF | 40218 | FORENSIC FEE | 04/02/2018 | 360.00 | .00 | |
| Total 5120: | | | | | 360.00 | .00 | |
| 5121 | WHITE PINE COUNTY SHERIFF' | PR END 3/30/1 | 17-CV-00051-7K | 03/30/2018 | 363.05 | .00 | |
| Total 5121: | | | | | 363.05 | .00 | |
| 5460 | XEROX CORPORATION | 092795254 | 722115813 | 04/01/2018 | 105.16 | .00 | |
| 5460 | XEROX CORPORATION | 092795254 | 722115813 | 04/01/2018 | 105.16 | .00 | |
| 5460 | XEROX CORPORATION | 092795254 | 722115813 | 04/01/2018 | 105.16 | .00 | |
| 5460 | XEROX CORPORATION | 092795254 | 722115813 | 04/01/2018 | 105.16 | .00 | |
| 5460 | XEROX CORPORATION | 092795258 | 712276351 | 04/01/2018 | 145.52 | .00 | |
| Total 5460: | | | | | 566.16 | .00 | |
| 9140 | NATIONAL BUSINESS FACTOR | 033118 | COEFD6024C 4 | 03/31/2018 | 19.50 | .00 | |
| 9140 | NATIONAL BUSINESS FACTOR | PR END 3/30/1 | 1389160 | 03/30/2018 | 75.00 | .00 | |
| Total 9140: | | | | | 94.50 | .00 | |
| 9760 | MISSION COMMUNICATIONS, L | 1019051 | AN SERVICE | 03/05/2018 | 7,324.20 | .00 | |
| Total 9760: | | | | | 7,324.20 | .00 | |
| 10742 | ELY DRUG TESTING | 50 | TESTING | 03/30/2018 | 45.00 | .00 | |
| Total 10742: | | | | | 45.00 | .00 | |
| 11240 | AT&T U-VERSE | 031918 | 135646666 | 03/19/2018 | 18.96 | .00 | |
| 11240 | AT&T U-VERSE | 031918 | 135646666 | 03/19/2018 | 18.95 | .00 | |
| 11240 | AT&T U-VERSE | 031918 | 135646666 | 03/19/2018 | 18.95 | .00 | |
| 11240 | AT&T U-VERSE | 031918 | 13564666 | 03/19/2018 | 18.95 | .00 | |
| Total 11240: | | | | | 75.81 | .00 | |
| 11310 | ODB COMPANY | 119549 | 0007710 | 03/22/2018 | 504.23 | .00 | |
| Total 11310: | | | | | 504.23 | .00 | |
| 11415 | RIDLEY'S | DYLAN VERGI | RESTITUTION | 03/29/2018 | 110.83 | .00 | |
| Total 11415: | | | | | 110.83 | .00 | |
| 11801 | PRAXAIR DISTRIBUTION | 72639310 | 72639310 | 03/21/2018 | 22.96 | .00 | |
| 11801 | PRAXAIR DISTRIBUTION | 72639310 | 72639310 | 03/21/2018 | 22.96 | .00 | |
| 11801 | PRAXAIR DISTRIBUTION | 72639310 | 72639310 | 03/21/2018 | 22.96 | .00 | |
| Total 11801: | | | | | 68.88 | .00 | |
| 12967 | FREEDOM MAILING SERVICES, | 33378 | ELY POSTCARD BILLS | 04/06/2018 | 488.84 | .00 | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|---------------|---------------------------|----------------|--------------------|--------------|--------------------|-------------|-----------|
| 12967 | FREEDOM MAILING SERVICES, | 33378 | ELY POSTCARD BILLS | 04/06/2018 | 488.84 | .00 | |
| 12967 | FREEDOM MAILING SERVICES, | 33378 | ELY POSTCARD BILLS | 04/06/2018 | 488.83 | .00 | |
| Total 12967: | | | | | 1,466.51 | .00 | |
| 11274 | CARRICK, JOSEPH M JR | 32843833 | REUFND | 11/08/2017 | 39.70 | .00 | |
| Total 112741: | | | | | 39.70 | .00 | |
| 11864 | KRM AUTO REPAIR | 3541 | REPAIRS | 09/28/2017 | 111.80 | .00 | |
| 11864 | KRM AUTO REPAIR | 3541 | REPAIRS | 09/28/2017 | 111.79 | .00 | |
| 11864 | KRM AUTO REPAIR | 3729 | REPAIRS | 11/21/2017 | 72.45 | .00 | |
| 11864 | KRM AUTO REPAIR | 3729 | REPAIRS | 11/21/2017 | 72.44 | .00 | |
| Total 118641: | | | | | 368.48 | .00 | |
| 14176 | SOUTH FORK HARDWARE-ELY | 22234 | CUST NO 6 | 03/14/2018 | 391.51 | .00 | |
| 14176 | SOUTH FORK HARDWARE-ELY | 22388 | CUST NO 6 | 03/21/2018 | 7.98 | .00 | |
| 14176 | SOUTH FORK HARDWARE-ELY | 22445 | CUST NO 6 | 03/23/2018 | 7.97 | .00 | |
| 14176 | SOUTH FORK HARDWARE-ELY | 22445 | CUST NO 6 | 03/23/2018 | 7.97 | .00 | |
| 14176 | SOUTH FORK HARDWARE-ELY | 22445 | CUST NO 6 | 03/23/2018 | 7.97 | .00 | |
| 14176 | SOUTH FORK HARDWARE-ELY | 22445 | CUST NO 6 | 03/23/2018 | 7.97 | .00 | |
| 14176 | SOUTH FORK HARDWARE-ELY | 22502 | CUST NO 6 | 03/26/2018 | 23.97- | .00 | |
| 14176 | SOUTH FORK HARDWARE-ELY | 22503 | CUST NO 6 | 03/26/2018 | 12.99 | .00 | |
| Total 141761: | | | | | 420.39 | .00 | |
| Grand Totals: | | | | | 37,447.72 | .00 | |

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Clerk: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



CITY OF ELY

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

ELY CITY COUNCIL REGULAR MEETING AGENDA

PLEASE NOTE: THE COUNCIL MEMBERS MAY ADDRESS AGENDA ITEMS OUT OF SEQUENCE, COMBINE TWO OR MORE AGENDA ITEMS FOR CONSIDERATION, REMOVE AN ITEM OR DELAY DISCUSSION AT ANY TIME TO ACCOMMODATE PERSONS APPEARING BEFORE THE COUNCIL OR TO AID IN THE EFFICIENCY AND EFFECTIVENESS OF THE MEETINGS.

April 26, 2018 5:00 p.m. – Ely Volunteer Fire Hall - 499 Mill Street-Ely, Nevada.

1. OPENING ACTIVITIES:

MEETING CALLED TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION
ROLL CALL

2. PUBLIC COMMENT: Comments not exceeding three (3) minutes in length will be accepted from the general public in attendance. If any are made, there may be discussion upon those comments. No vote, decision, or action may be taken upon matters raised under this item until it is formally placed on the agenda. **Comments during Discussion Items will not be accepted from the General public.** “Section 7.05 of the Nevada Open Meeting Law Manual indicates that the Public Body may prohibit comment if the content of the comments is a topic that is not relevant to or within the authority of the Public Body or if the content of the comments is willfully disruptive of the meeting by being irrelevant, repetitious, slanderous, offensive, inflammatory, irrational or amounting to personal attacks or interfering with the rights of other speakers”.

3. Mayor – Discussion/For Possible Action – Approval of Agenda, including removal of agenda items.

4. CITY DEPARTMENT REPORTS

- FIRE CHIEF
- POLICE CHIEF
- MUNICIPAL COURT JUDGE
- CITY ADMINISTRATOR
- CITY TREASURER
- [CITY ATTORNEY](#)
 - ❖ [Animal Control](#)
- CITY WATER/SEWER LEADMAN
- CITY ENGINEER
- CITY BUILDING OFFICIAL

5. REPORTS

CITY COUNCIL
MAYOR

6. THE MAYOR WILL RECESS THE REGULAR CITY COUNCIL MEETING FOR A MEETING OF THE ELY LIQUOR LICENSING BOARD.

1. Board Members – [Discussion/For Possible Action](#) – Approval of Fraternal Liquor License to the Ely Volunteer Fire Department located at 499 Mill Street, Ely, Nevada.

7. ITEMS FOR DISCUSSION/POSSIBLE ACTION OF THE ELY CITY COUNCIL AS RECOMMENDED BY THE CITY PLANNING COMMISSION.

1. Chairman Peeler – [Discussion/For Possible Action](#) – Approval of Home Occupation permit to Jonathan Reed to conduct a landscaping business, d.b.a. *Reed Landscaping* located at 9 Connors Court, Ely, Nevada.

8. ITEMS FOR DISCUSSION/POSSIBLE ACTION ONLY OF THE ELY CITY COUNCIL.

A. CONSENT AGENDA (These items may be approved in one motion by the Council as its first action of business under For Discussion/Possible Action items.) Approval of the Consent Agenda approves each of these items. Council Members may remove any item from the Consent Agenda by notifying the Mayor or Mayor pro tem.

MOTION: Move to approve the Consent Agenda items 8A-1 Minutes & 8A-2 Bills.

Moved by: _____ Second by: _____ Vote: _____

1. Discussion/For Possible Action –Minutes.
 - [March 22, 2018](#)
2. Discussion/For Possible Action –Bills.
 - [April 11, 2018](#)

B. OLD BUSINESS

1. Chairman Peeler – [Discussion/For Possible Action](#) – Consideration of an application for a Conditional Special Use Permit. The applicant wishes to use the location for a Cannabis Cultivation Facility. The property address is 16 Shoshone Circle, Ely, NV. The Assessor Parcel number is 001-501-16, the applicant is the Ely Shoshone Tribe and the public hearing for this application was held March 22, 2018.

C. NEW BUSINESS

1. Mayor Van Camp – Nevada Rural Housing Authority Representative – [Discussion/For Possible Action](#) – Approval of support letter for Nevada Rural Housing Authority (NRHA)’s proposed rehabilitation of the Bristlecone Properties and its application for Low Income Housing Tax Credits (LIHTC’s) through the Nevada Housing Division.
2. Council Members – City Attorney Odgers – [Discussion/For Possible Action](#) – Approval of Abandonment Order granting a portion of Avenue D to *Prospector Enterprises Ely, LLC*, pursuant to the City Council’s December 14, 2017 action.

3. Mayor Van Camp – White Pine County (WPC) Airport Manager Lance Gale – [Discussion/For Possible Action](#) – Approval for White Pine County to use Broadbent Park June 12-16, 2018 for Ely Air Races events AND approval for White Pine County to use City of Ely bleachers at the airport during the Ely Air Races event.
4. Council Members – City Attorney Odgers – [Discussion/For Possible Action](#) – Approval for the City of Ely Animal Control facility to participate in Maddie’s Pet Adoption Days, a two day adoption event for Nevada-based animal groups, April 27-28, 2018; all adoption fees must be waived and \$300.00 will be given to City of Ely Animal Control for every adoption of a dog/cat, to offset adoption costs and other Animal Control needs.
5. Councilman DeFelice – Discussion/For Possible Action – Direction to the City Attorney to negotiate a contract for Fiscal Year 2018-2019 with *Eureka Vet Services* for purposes of euthanasia by injection until all requirements can be met by the City of Ely for euthanasia by injection, negotiate the fee and other processes for euthanizing an animal in the control and custody of the Animal Control Officer, with the draft contract coming back before the City Council for approval.
6. Councilman DeFelice – Councilman Flangas – Discussion/For Possible Action – Approval to destroy the Animal Control carbon monoxide (CO²) euthanasia box.
7. Councilman Flangas – Discussion/For Possible Action – Approval to appoint the City Administrator as Animal Control Supervisor, with all Animal Control matters being discussed with the City Council Animal Control Liaison.
8. Mayor Van Camp – City Attorney Odgers – [Discussion/For Possible Action](#) – Approval of Nevada Recycles \$5,225.00 grant funding agreement between Nevada Division of Environmental Protection (NDEP) and the City of Ely for the Ely Recycling Center Canopy Project; NDEP required receipt of the signed funding agreement by 4-18-18.

9. PUBLIC COMMENT: Comments not exceeding three (3) minutes in length will be accepted from the general public in attendance. If any are made, there may be discussion upon those comments. No vote, decision, or action may be taken upon matters raised under this item until it is formally placed on the agenda. “Section 7.05, of the Nevada Open Meeting Law Manual indicates that the Public Body may prohibit comment if the content of the comments is a topic that is not relevant to or within the authority of the Public Body or if the content of the comments is willfully disruptive of the meeting by being irrelevant, repetitious, slanderous, offensive, inflammatory, irrational or amounting to personal attacks or interfering with the rights of other speakers”.

10. ADJOURNMENT: THE MEETING MAY BE ADJOURNED BY APPROPRIATE MOTION OF THE CITY COUNCIL.

* Open session – Action/Discussion – Personnel**

The meeting may be closed by appropriate motion for the purpose of discussion on any matter allowed under N.R.S. 241.031 and 241.033, (1) nothing contained in this chapter prevents a public body from holding a closed meeting to consider the character, alleged misconduct, professional competence or physical or mental health of a

person/employee. (2) A public body may close a meeting upon a motion, which specifies the nature of the business to be considered. (3) This chapter does not: (a) Apply to judicial proceedings. (b) Prevent the removal of any person who willfully disrupts a meeting to the extent that its orderly conduct is made impractical. (c) Prevent the exclusion of witnesses from a public or private meeting during the examination of another witness. (d) Require that any meeting be closed to the public. (e) Permit a closed meeting for the discussion of the appointment of any person to public office or as a member of a public body. (4) The exception provided by this section, and electronic communication, must not be used to circumvent the spirit or letter of this chapter in order to discuss or act upon a matter over which the public body has supervision, control, jurisdiction or advisory powers.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <http://www.ascr.usda.gov/complaintfilingcust.html> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; Fax: (202) 690-7442; or Email: program.intake@usda.gov.

For access to the public packet, contact the City Administrator at 501 Mill Street, Ely, Nevada 89301 or call (775) 289-2430; all packet material is posted in the agenda's hyperlinks or under "Minutes" / "Other" on the City's website at <http://www.elycity.com/>

I, Jennifer Lee, Deputy City Clerk, did cause to be posted on **April 23, 2018** at 8:30 a.m. five (5) notices of the Ely City Council Agenda in said City of Ely to wit: Posted at the doors or bulletin boards of City Hall located at 501 Mill Street, White Pine County Library located at 950 Campton Street, White Pine County Courthouse located at 801 Clark Street, the U.S. Post Office located at 2600 Bristlecone Avenue and the White Pine County Sheriff's Office located at 1785 Great Basin Boulevard. The meeting notice is also posted on the City of Ely's website at <http://www.elycity.com> and the State of Nevada Public Notices website at <http://notice.nv.gov>.

 _____

PLEASE PRINT YOUR NAME

Please print your FIRST & LAST name clearly for the
City Council attendance list. 4-26-18

Monte Liebsack

Norman Liebsack

ian Bullis

Pat Robison

Lupe Frank

Lynn Aime

R. J. Van Cuy

Mike Smith

Bob Wade

Harv Dentals

Bob Lynch

Kimber Messina

Larry McCannery

Jonathan Reed

Angie Aguilar

George Chachas

Stacy Spear

Ed Spear II

Walter Hardy

M. COSTER

Chau

Mike Cole / Waco Airport

25 APR 11:09AM

Mayor, Council Members,

I am writing this to add my voice to so many of those that are fighting to rid the city of the use of the gas chamber for our shelter animals. I'm sure you'll hear how the gas chamber is cruel and abusive, and completely unnecessary in the practice of euthanization. Of course, our final dream is to turn our shelter into a "no kill" shelter, but until then, we expect the city to use a more humane way.

I am also wondering if you are aware that we have some (*but not a lot of*) individuals at our disposal, that are willing to transport healthy animals to no kill shelters in other areas. The Humane Society of Truckee/Reno being one of them. There were two dogs scheduled to be put down just last Friday, but through the help of a foster and scheduling a transport this week, we were able to save the dogs at the last minute. We would have lost these very healthy and friendly dogs if animal control hadn't been called to check on dogs in the shelter.

My proposal, at this time, is for someone to be contacted when any animal is in danger of being euthanized, so we can help save that animal. Not knowing when a decision is made to put the animal to sleep, is unfair to the animal. Let us know when there is a danger. While you're coming to a decision regarding the gas chamber (*it needs to be destroyed, period*), this is a solution to save animals. The volunteers aren't there for the city's use any time they want - it is just for animals that are in direct danger of losing their lives for nothing.

Putting an animal down because of no room is ridiculous - we'll find room. Putting an animal down that is sick and can be brought back to perfect health is ridiculous. There are solutions. Let's all work together on this.

I appreciate your time,

DeLinda McKinney

Paws for the Cause of Ely Nevada (*Facebook page*)

JenniferLee

From: Amy [ahemsley@live.com]
Sent: Thursday, April 26, 2018 2:27 PM
To: jlee@elycity.com
Subject: Animal euthanasia-please share at meeting

26 APR 3:05 PM

Dear City Council,

I would like to show my support in removing the current system of euthanasia "gas chamber box" used in the animal shelter. In an ideal world euthanasia of animals would not need to exist, but if it must be done using medications for sedation and painless death are a more humane approach, causing less suffering of a defenseless animal. Thank you for your time and consideration in this matter.

Sincerely,
Amy Hemsley
Nurse Practitioner WBRH Clinic

Sent from my iPad

2019 4:32PM
Destruction of the gas chamber at the pound needs to be scheduled so the public can participate in witnessing its demise.

I want to emphasize, as stated in my last letter, that keeping it as a "back up" is an absurd proposition. Call a spade a spade: it is a way for it to be used for multiple animal executions. Someone will stuff a bunch of small pets inside, and suffocate them. We know this, because that is what is done now, and has been done in the past, because it's easy.

There is a reason why most states have outlawed the use of gas chambers for euthanizing animals. Some of the petitions submitted today contain signatures from all over the world. I think that the City of Ely should be ashamed that the entire world is aware that they have not cared about the suffering which animals have endured in the chamber over the past several years. Again, when Bobby Miller was Mayor, the box was never used. And there is no excuse for keeping this cruel device now, in which hundreds of pets have already suffered, writhing in distress, gasping for air, for up to 30 minutes.

As far as the argument that there is no room available at the pound in which to do needle euthanasia, the gas chamber is in a room. Get the box out of the room, and you have a room. I understand that the pet food is kept in the room with the gas chamber. Spend a couple of bucks, buy some aluminum garbage cans with lids, and keep the pet food outside.

It is also critical that adequate supervision be provided over the Animal Control officer, because the conditions under which animals are living there have been filthy. It is the animal control officer's job to keep the living conditions of the animals at the pound clean and sanitary. My father-in-law cleaned 30 kennels every single day for 20 years. Surely, the animal control officer can keep less than 20 kennels and the cat boxes clean. Even without regard for spreading diseases such as Parvo if the animal areas are not maintained, it is not fair for these pets - who were taken to the pound or dumped there, and are

destroying the torture chamber that causes unspeakable suffering to innocent pets.

My heartfelt thanks to all of the kind people who signed the petitions to get rid of the box, and to all of the businesses who placed them there to be signed: Economy Drug, Sportsworld, Hunter's, the Chevron station, the Ramada Inn, Shopko, and Cedar Grove. And thank you to all of the council members who follow their conscience, do the right thing, and vote to destroy the box.

Leslie Sears



Kay Lynn Roberts-McMurray <elytimes.kay@gmail.com>

Questions regarding Euthanasia Tech Training and certifications

Jennifer Pedigo <vetbdinfo@vetboard.nv.gov>

Mon, Apr 23, 2018 at 11:01 AM

To: Kay Lynn Roberts-McMurray <elytimes.kay@gmail.com>

Kay Lynn,

No, the license would allow for euthanasia of both cats and dogs within a state agency for animal control. Additionally, pentobarbital can be used in euthanasia of both cats and dogs. It sounds like there may be a communication issue between the officer that received the training and city officials. If any of the officials would like clarification or have other questions, I would be happy to speak with them.

Thank you,

Jennifer Pedigo

Executive Director

State of Nevada Board of Veterinary Medical Examiners

4600 Kietzke Lane, O-265

Reno, Nevada 89502

Phone 775 688-1788/Fax 775 688-1808

web-site www.nvvetboard.us**From:** Kay Lynn Roberts-McMurray [mailto:elytimes.kay@gmail.com]**Sent:** Thursday, April 12, 2018 11:32 AM**To:** Jennifer Pedigo**Subject:** Re: Questions regarding Euthanasia Tech Training and certifications

[Quoted text hidden]



CITY OF ELY

480 Campton Street Ely, Nevada 89301
City Hall (775) 289-2430 - Fax (775) 289-1463

Business License No. _____
Date Applied: _____

Liquor License Application

Full name of applicant: Burton William Hilton
Business name: Ely Volunteer Fire Department
Business street address: 499 Mill Street
Date when business will begin: 6/1/18
Nature of the business proposed to be carried on by applicant: _____
Email Address: burtonhilton@hotmail.com
Date of approval: _____
Description of Liquor: (List total number) _____

| | | Total Cost per year |
|--------------------|---|---------------------|
| Class I License: | Those businesses engaged in retail liquor sales by the drink for on-site consumption, limited to the sale of beer and/ or wine only. | \$310.00 |
| Class II License: | Those businesses engaged in retail liquor store sales in the original package for off-site consumption including, but not limited to beer and wine. | \$330.00 |
| Class III License: | Those businesses engaged in retail liquor sales by the drink for on-site consumption who do not provide any food service in connection with retail liquor sales who have eleven (11) seats or less for food service if food service is provided in combination with liquor sales. | \$350.00 |
| Class IV License: | Those businesses who engage in retail liquor sales by the drink for on-site consumption and who sell such beverage in combination with food service with a minimum of twelve (12) seats. | \$370.00 |
| Class V license: | Those who engage in the business as a wholesaler of any alcoholic beverage. | \$420.00 |

**Fraternal, social & civic
License:**

This license shall not permit the licensee to conduct or operate any public bar or place for the sale, serving or delivery of any liquor to the general public.

\$200.00

Caterer's liquor License: A caterer's liquor license endorsement allows the license holder to cater events and serve alcoholic beverages at those events, without requiring additional fees for special Event License. The Caterer's Liquor License endorsement shall only be issued to those businesses within the City which possess a Class I, III, or IV License.

\$150.00

Special Event Only Liquor License w/ Caterer's Endorsement: Three hundred and fifty Dollars (350.00) for the Class III license and one hundred fifty (150.00) for Caterer's Endorsement.

\$500.00

Total of all liquor fees

\$200.00

***** * * * * *

CERTIFICATION: I hereby certify that the information supplied above is true and correct to the best of my knowledge and belief:

Signature of applicant: _____

Beth Hill



City of Ely Fire Department

1780 Great Basin Blvd.
Ely Nv. 89301

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

April 19, 2018

To: Melody Van Camp, Mayor
Ely City Council

Fire Department Call Report: April 4th thru April 18th, 2018

| | |
|----|---|
| 8 | Medical Transports |
| 1 | Non Transports |
| 1 | Motor Vehicle Accident (With 1 Medical Transport) |
| 1 | Public Assist |
| 1 | Body Removal |
| 12 | Total Calls (Reports 18-0133 thru 18-00144) |

Ross Rivera

Fire Chief
Ely Fire Department

Ely Fire Dept
Department Journal

04/04/2018 to 04/18/2018

07:00 to 23:00

NFIRS Incidents, EMS/Search & Rescue Incidents, Dispatch/Remote Station Incidents, Departmental Events,
Occupancy Activities, Equip Maint/Testing, Training Classes, Hydrant Activities

| Time | Type | Record Id | Description/Location | Staff Hrs |
|------|------|-----------|----------------------|-----------|
|------|------|-----------|----------------------|-----------|

Wed Apr 4, 2018

| | | | | |
|-------|-------|---------|------------------------|------|
| 10:00 | OCCUP | 370-ALT | INSPECTION-Pre-License | 0.00 |
|-------|-------|---------|------------------------|------|

Station 1

Let's Print, 370 Aultman ST

Status: Scheduled

| Staff | Hours |
|-------|-------|
|-------|-------|

| | | |
|---------|----------------|------|
| 02-1205 | STEINER, David | 0.00 |
|---------|----------------|------|

Thu Apr 5, 2018

| | | | | |
|-------|------|----------------|----------------|------|
| 06:23 | FIRE | 18-0000133-000 | Assist invalid | 1.00 |
|-------|------|----------------|----------------|------|

Station 1

Unit R3

868 Avenue K AVE

| Staff | Hours | Code | Unit |
|-------|-------|------|------|
|-------|-------|------|------|

| | | | | |
|---------|------------------|------|----|----|
| 13-3043 | HILTON, Burton | 0.20 | RC | PV |
| 10-7774 | O'DONNEL, Marian | 0.20 | RS | PV |
| 02-4176 | PETERSON, Mike | 0.20 | RS | PV |
| 02-4825 | RIVERA, Ross | 0.20 | RS | PV |
| 02-1205 | STEINER, David | 0.20 | OD | R3 |

Total Staff: 5

| Code | Hours | Count |
|------|-------|-------|
|------|-------|-------|

| | | |
|----|------|---|
| OD | 0.20 | 1 |
| RC | 0.20 | 1 |
| RS | 0.60 | 3 |

Total of All Codes: 5

| | | | | |
|-------|------|----------------|--|------|
| 06:35 | FIRE | 18-0000134-000 | EMS call, excluding vehicle accident with injury | 2.68 |
|-------|------|----------------|--|------|

Station 1

Unit R3

701 Avenue I AVE

| Staff | Hours | Code | Unit |
|-------|-------|------|------|
|-------|-------|------|------|

| | | | | |
|---------|----------------|------|----|----|
| 13-3043 | HILTON, Burton | 0.67 | RA | R3 |
| 02-4176 | PETERSON, Mike | 0.67 | RS | PV |
| 02-4825 | RIVERA, Ross | 0.67 | PV | PV |
| 02-1205 | STEINER, David | 0.67 | RA | R3 |

Total Staff: 4

Ely Fire Dept
Department Journal

04/04/2018 to 04/18/2018

07:00 to 23:00

NFIRS Incidents, EMS/Search & Rescue Incidents, Dispatch/Remote Station Incidents, Departmental Events,
Occupancy Activities, Equipt Maint/Testing, Training Classes, Hydrant Activities

| Time | Type | Record Id | Description/Location | Staff Hrs |
|------------------------|---------------------|-----------|----------------------|-----------|
| Thu Apr 5, 2018 | | | | |
| | Code | | Hours Count | |
| | ----- | | | |
| | PV | | 0.67 1 | |
| | RA | | 1.34 2 | |
| | RS | | 0.67 1 | |
| | Total of All Codes: | | 4 | |

| | | | | |
|-------|------------------|----------------|--|------|
| 15:55 | FIRE | 18-0000135-000 | EMS call, excluding vehicle accident with injury | 2.68 |
| | Station 1 | Unit R3 | 868 Avenue K AVE | |

| Staff | | Hours | Code | Unit |
|--------------|------------------|-------|------|------|
| ----- | | | | |
| 13-3043 | HILTON, Burton | 0.67 | OD | R3 |
| 11-5220 | LESTER, Mike | 0.67 | PV | PV |
| 10-7774 | O'DONNEL, Marian | 0.67 | RS | PV |
| 02-4176 | PETERSON, Mike | 0.67 | OD | R3 |
| Total Staff: | 4 | | | |

| | | |
|---------------------|-------|-------|
| Code | Hours | Count |
| ----- | | |
| OD | 1.34 | 2 |
| PV | 0.67 | 1 |
| RS | 0.67 | 1 |
| Total of All Codes: | | 4 |

Fri Apr 6, 2018

| | | | | |
|-------|-------------------|----------------|--------------------------------------|-------|
| 20:26 | FIRE | 18-0000136-000 | Motor vehicle accident with injuries | 10.76 |
| | Station 1 | Unit R1 | 2260 Aultman ST | |
| | Units: R1, R3, R4 | | | |

| Staff | | Hours | Code | Unit |
|---------|-----------------|-------|------|------|
| ----- | | | | |
| 10-2375 | BATH, April | 0.68 | RA | R3 |
| 13-3043 | HILTON, Burton | 0.87 | PV | PV |
| 02-9804 | KAAMASEE, Chris | 0.87 | PV | PV |
| 17-9500 | KAAMASEE, Steph | 0.87 | PV | PV |
| 11-5220 | LESTER, Mike | 0.87 | PV | PV |
| 02-1986 | MCKNIGHT, Craig | 0.87 | RS | PV |

Ely Fire Dept

Department Journal

04/04/2018 to 04/18/2018

07:00 to 23:00

NFIRS Incidents, EMS/Search & Rescue Incidents, Dispatch/Remote Station Incidents, Departmental Events,
Occupancy Activities, Equipt Maint/Testing, Training Classes, Hydrant Activities

| Time | Type | Record Id | Description/Location | Staff Hrs |
|------------------------|------|----------------|----------------------|-----------|
| Fri Apr 6, 2018 | | | | |
| 02-4176 | | PETERSON, Mike | 0.87 PV | PV |
| 17-8813 | | RUESCH, Adam | 0.87 PV | PV |
| 17-8814 | | RUESCH, Alex | 0.87 PV | PV |
| 02-1205 | | STEINER, David | 0.87 OD | R1 |
| 17-9443 | | STEINER, Derek | 0.87 PV | PV |
| 02-4684 | | STORK, Pat | 0.70 RC | R4 |
| 16-6764 | | SWENSON, Matt | 0.68 RA | R3 |
| Total Staff: | | 13 | | |

| Code | Hours | Count |
|---------------------|-------|-------|
| OD | 0.87 | 1 |
| PV | 6.96 | 8 |
| RA | 1.36 | 2 |
| RC | 0.70 | 1 |
| RS | 0.87 | 1 |
| Total of All Codes: | | 13 |

Sun Apr 8, 2018

| | | | | |
|-----------|------|----------------|---|------|
| 09:48 | FIRE | 18-0000137-000 | EMS call, excluding vehicle accident with | 2.68 |
| Station 1 | | Unit R3 | injury | |
| | | | 1500 Avenue G AVE | |

| Staff | Hours | Code | Unit |
|--------------|-------|------|------|
| 02-1986 | 0.67 | RS | PV |
| 02-1205 | 0.67 | OD | R3 |
| 17-3212 | 0.67 | RA | R3 |
| 16-6764 | 0.67 | RA | R3 |
| Total Staff: | 4 | | |

| Code | Hours | Count |
|---------------------|-------|-------|
| OD | 0.67 | 1 |
| RA | 1.34 | 2 |
| RS | 0.67 | 1 |
| Total of All Codes: | | 4 |

Ely Fire Dept
Department Journal

04/04/2018 to 04/18/2018

07:00 to 23:00

NFIRS Incidents, EMS/Search & Rescue Incidents, Dispatch/Remote Station Incidents, Departmental Events,
Occupancy Activities, Equipt Maint/Testing, Training Classes, Hydrant Activities

| Time | Type | Record Id | Description/Location | Staff Hrs |
|------|------|-----------|----------------------|-----------|
|------|------|-----------|----------------------|-----------|

Thu Apr 12, 2018

| | | | | |
|-------|-----------|----------------|--|------|
| 15:57 | FIRE | 18-0000138-000 | EMS call, excluding vehicle accident with injury | 3.90 |
| | Station 1 | Unit R3 | 630 16th ST E | |

| Staff | Hours | Code | Unit |
|--------------|-------|------|------|
| 13-3043 | 0.65 | MX | PV |
| 02-9804 | 0.65 | MX | PV |
| 11-6982 | 0.65 | RA | R3 |
| 10-7774 | 0.65 | RS | PV |
| 02-4825 | 0.65 | MX | PV |
| 02-4684 | 0.65 | OD | R3 |
| Total Staff: | 6 | | |

| Code | Hours | Count |
|---------------------|-------|-------|
| MX | 1.95 | 3 |
| OD | 0.65 | 1 |
| RA | 0.65 | 1 |
| RS | 0.65 | 1 |
| Total of All Codes: | | 6 |

Sat Apr 14, 2018

| | | | | |
|-------|-----------|----------------|--|------|
| 17:48 | FIRE | 18-0000139-000 | EMS call, excluding vehicle accident with injury | 3.85 |
| | Station 1 | Unit R3 | 900 Avenue M AVE /SPACE 8 | |

| Staff | Hours | Code | Unit |
|--------------|-------|------|------|
| 02-1764 | 0.77 | MX | PV |
| 17-3610 | 0.77 | MX | PV |
| 02-4825 | 0.77 | MX | PV |
| 02-4684 | 0.77 | OD | R3 |
| 16-6764 | 0.77 | RA | R3 |
| Total Staff: | 5 | | |

| Code | Hours | Count |
|------|-------|-------|
| MX | 2.31 | 3 |
| OD | 0.77 | 1 |

Ely Fire Dept

Department Journal

04/04/2018 to 04/18/2018

07:00 to 23:00

NFIRS Incidents, EMS/Search & Rescue Incidents, Dispatch/Remote Station Incidents, Departmental Events,
Occupancy Activities, Equipt Maint/Testing, Training Classes, Hydrant Activities

| Time | Type | Record Id | Description/Location | Staff Hrs |
|-------------------------|---------------------|-----------|----------------------|-----------|
| Sat Apr 14, 2018 | | | | |
| | RA | | 0.77 1 | |
| | Total of All Codes: | | 5 | |

Sun Apr 15, 2018

| | | | | |
|---------------------|-----------------|----------------|--|------|
| 03:21 | FIRE | 18-0000140-000 | EMS call, excluding vehicle accident with injury | 1.67 |
| Station 1 | | Unit R3 | 211 5th ST | |
| Staff | | | Hours Code | Unit |
| ----- | | | | |
| 02-1986 | MCKNIGHT, Craig | | 0.47 RS | PV |
| 02-4684 | STORK, Pat | | 0.60 OD | R3 |
| 16-6764 | SWENSON, Matt | | 0.60 RA | R3 |
| Total Staff: | 3 | | | |
| Code | | Hours | Count | |
| ----- | | | | |
| OD | | 0.60 | 1 | |
| RA | | 0.60 | 1 | |
| RS | | 0.47 | 1 | |
| Total of All Codes: | | | 3 | |

Mon Apr 16, 2018

| | | | | |
|--------------|------|-----------------------|--|------|
| 15:28 | FIRE | 18-0000141-000 | EMS call, excluding vehicle accident with injury | 3.36 |
| Station 1 | | Unit R3 | 1665 Avenue F AVE | |
| Staff | | | Hours Code | Unit |
| ----- | | | | |
| 11-6982 | | MANGUM-MCARDLE, Misty | 1.12 RA | R3 |
| 02-4825 | | RIVERA, Ross | 1.12 OD | CC |
| 02-4684 | | STORK, Pat | 1.12 OD | R3 |
| Total Staff: | 3 | | | |
| | | | | |
| Code | | Hours | Count | |
| ----- | | | | |
| OD | | 2.24 | 2 | |
| RA | | 1.12 | 1 | |

Ely Fire Dept

Department Journal

04/04/2018 to 04/18/2018

07:00 to 23:00

NFIRS Incidents, EMS/Search & Rescue Incidents, Dispatch/Remote Station Incidents, Departmental Events,
Occupancy Activities, Equip Maint/Testing, Training Classes, Hydrant Activities

| Time | Type | Record Id | Description/Location | Staff Hrs |
|------|------|-----------|----------------------|-----------|
|------|------|-----------|----------------------|-----------|

Mon Apr 16, 2018

Total of All Codes: 3

| | | | | |
|-------|-----------|----------------|--|------|
| 22:52 | FIRE | 18-0000142-000 | EMS call, excluding vehicle accident with injury | 3.48 |
| | Station 1 | Unit R3 | 1111 10th ST E | |

| | | | |
|-------|-------|------|------|
| Staff | Hours | Code | Unit |
|-------|-------|------|------|

| | | | | |
|---------|-----------------|------|----|----|
| 10-2375 | BATH, April | 0.87 | RA | R3 |
| 13-3043 | HILTON, Burton | 0.87 | RC | PV |
| 02-1986 | MCKNIGHT, Craig | 0.87 | RS | PV |
| 02-4684 | STORK, Pat | 0.87 | OD | R3 |

Total Staff: 4

| | | |
|------|-------|-------|
| Code | Hours | Count |
|------|-------|-------|

| | | |
|----|------|---|
| OD | 0.87 | 1 |
| RA | 0.87 | 1 |
| RC | 0.87 | 1 |
| RS | 0.87 | 1 |

Total of All Codes: 4

Tue Apr 17, 2018

| | | | | |
|-------|-----------|----------------|--|------|
| 14:26 | FIRE | 18-0000143-000 | EMS call, excluding vehicle accident with injury | 3.00 |
| | Station 1 | Unit R3 | 100 6th ST | |

| | | | |
|-------|-------|------|------|
| Staff | Hours | Code | Unit |
|-------|-------|------|------|

| | | | | |
|---------|-----------------------|------|----|----|
| 14-1538 | BOTELHO, Bill | 1.00 | RA | R3 |
| 11-6982 | MANGUM-MCARDLE, Misty | 1.00 | RA | R3 |
| 10-7774 | O'DONNELL, Marian | 1.00 | RS | PV |

Total Staff: 3

| | | |
|------|-------|-------|
| Code | Hours | Count |
|------|-------|-------|

| | | |
|----|------|---|
| RA | 2.00 | 2 |
| RS | 1.00 | 1 |

Total of All Codes: 3

Ely Fire Dept
Department Journal

04/04/2018 to 04/18/2018

07:00 to 23:00

NFIRS Incidents, EMS/Search & Rescue Incidents, Dispatch/Remote Station Incidents, Departmental Events,
Occupancy Activities, Equipt Maint/Testing, Training Classes, Hydrant Activities

| Time | Type | Record Id | Description/Location | Staff Hrs |
|------|------|-----------|----------------------|-----------|
|------|------|-----------|----------------------|-----------|

Wed Apr 18, 2018

| | | | | |
|-------|------|----------------|---------------|------|
| 09:38 | FIRE | 18-0000144-000 | BODY RECOVERY | 4.40 |
|-------|------|----------------|---------------|------|

| | | |
|-----------|---------|-----------------------|
| Station 1 | Unit R4 | 1701 Great Basin BLVD |
|-----------|---------|-----------------------|

Units: R4, CC

| Staff | Hours | Code | Unit |
|--------------|-------|------|------|
| 13-3043 | 0.88 | RC | PV |
| 02-8308 | 0.88 | RC | PV |
| 11-6982 | 0.88 | RS | PV |
| 02-4825 | 0.88 | OD | CC |
| 02-4684 | 0.88 | OD | R4 |
| Total Staff: | 5 | | |

| Code | Hours | Count |
|---------------------|-------|-------|
| OD | 1.76 | 2 |
| RC | 1.76 | 2 |
| RS | 0.88 | 1 |
| Total of All Codes: | | 5 |

Total Entries: 13

Total Staff Hrs: 43.46

JenniferLee

From: Charles Odgers [codgers@elycity.com]
Sent: Monday, April 09, 2018 1:11 PM
To: 'JenniferLee'
Subject: FW: Maddie's Pet Adoption Days Event Invitation
Attachments: MPAD Invite Spring 2018 Final (002).jpg

We will need to place this on the next agenda. Please include the email below. Thank you.

Charles H. Odgers, Esq.
City Attorney, City of Ely
501 Mill Street
Ely, NV 89301
Phone: (775)289-2430
Facsimile: (775) 289-1463

PLEASE NOTE THE NEW ADDRESS

CONFIDENTIALTY NOTICE: The information contained in this transmittal is confidential and also may be legally privileged as an attorney-client communication. The information is intended only for the use of the individual or entity to whom it is addressed. If you are not the addressee, or an employee or agent responsible to deliver this transmittal to its intended recipient, you are hereby notified that any review, use dissemination, distribution, disclosure, copying or taking of any action in reliance upon the contents of this transmittal is strictly prohibited. If you have received this transmittal in error, please immediately notify the sender by email, telephone or facsimile.

From: Animal Control [mailto:animalcontrol@elycity.com]
Sent: Monday, April 09, 2018 11:50 AM
To: Charles Odgers <codgers@elycity.com>; Robert Switzer <rswitzer@elycity.com>
Subject: Fwd: Maddie's Pet Adoption Days Event Invitation

----- Forwarded message -----

From: Tiffany Jones <tjones@humanenetwork.org>
Date: Fri, Apr 6, 2018 at 9:46 AM
Subject: Maddie's Pet Adoption Days Event Invitation
To: "animalcontrol@elycity.com" <animalcontrol@elycity.com>

Andrew,

Attached is an invite to the event, Maddie's Pet Adoption Days, a two-day adoption event for Nevada-based animal groups, on April 27 and 28. The event aims to Empty the Shelters, finding loving homes for homeless pets while raising awareness for them and encouraging pet adoption. Organizations can host adoptions at their shelter and/or location of their choosing. All adoption fees must be waived, and for every adoption of a dog or cat, \$300 will be given to the organization—to help offset adoption costs and provide them with funding to use as they choose.

Marketing, graphics, and collateral (banners, signage etc) will be provided for you, along with a marketing calendar and instructions on sending it out to their audiences. If you are able to participate or have questions please let me or Kimberly know. Here is Kimberly's contact information:

Kimberly Wade

Campaign Manager Humane Network

kwade@humanenetwork.org

904-294-1914

Thank you,

Tiffany Jones

Campaign Coordinator

Maddie's Pet Project – Saving Nevada's Pets

e-mail: tjones@humanenetwork.org

cell: 775-399-3853

humanenetwork.org

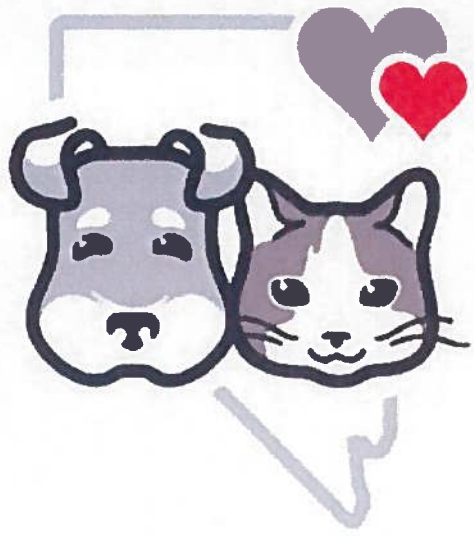
Facebook.com/HumaneNetwork



**Maddie's
Pet Project**
Saving Nevada's Pets

--

Andrew Hayes
Animal Control Officer
(775) 296-0567



Maddie's[®]
Pet Project

Saving Nevada's Pets

MADDIE'S PET ADOPTION DAYS
APRIL 27 AND APRIL 28, 2018

You're INVITED!

What: Maddie's Pet Adoption Days

Where: At your shelter or adoption venue—
anywhere in Nevada!

Why: To find loving homes for dogs and cats!

Money! \$300 will be awarded for
every single adoption!

Let's adopt your neighbor!



NEVADA DIVISION OF
**ENVIRONMENTAL
PROTECTION**

STATE OF NEVADA
Department of Conservation & Natural Resources
Brian Sandoval, Governor
Bradley Crowell, Director
Greg Lovato, Administrator

April 12, 2018

Mr. Mike Cracraft
City of Ely
501 Mill Street
Ely, NV 89301

VIA email

Dear Mr. Cracraft:

On behalf of the Nevada Recycles Grant Program and the Nevada Division of Environmental Protection (NDEP), I am pleased to inform you that the proposal titled "Ely Recycling Center Canopy Project" has been approved for funding up to the amount of \$5,225.00. Please note that the funding agreement between NDEP and the City of Ely must be finalized prior to commencement of any work on the project.

Please sign the Funding Agreement and the Assurances (Attachment C) and return by April 18, 2018. We will be sending out a press release for the Recycling Grant Program awards on Friday April 20, 2018.

I will be the Coordinator on this project and look forward to working with you as you implement this project.

Sincerely,

Patricia Moen
Northern Nevada Recycling Coordinator
Bureau of Waste Management

cc (via email): Eric Noack, Bureau Chief, Bureau of Waste Management
Daren Winkelman, Supervisor



Mike Cracraft <mcracraft@elycity.com>

2018 NDEP Recycling Grant Program

1 message

Daren Winkelman <dwinkelman@ndep.nv.gov>

Fri, Apr 13, 2018 at 11:07 AM

To: "mcracraft@elycity.com" <mcracraft@elycity.com>, "mcracraft@life.com" <mcracraft@life.com>

Cc: Patricia Moen <pmoen@ndep.nv.gov>, Eric Noack <enoack@ndep.nv.gov>

Hi Mr. Cracraft:

Thank you for applying for the 2018 Nevada Division of Environmental Protection's Recycling Grant Program. We are pleased to inform you that your project was funded. I have attached the award letter and the funding agreement for your review. Please let me know if you have any questions.

Thanks

Daren



Daren Winkelman
Program Development Supervisor

**Bureau of Waste Management
Nevada Division of Environmental Protection
901 S. Stewart St., Ste 4001
Carson City NV 89701**

p: 775.687.9478 f: 775.687.6396

www.ndep.nv.gov

2 attachments

 Grants Program-Funding Agreement Ely.pdf
982K

 Recycling Grant Award-Ely 2018.pdf

**A Funding Agreement between the State of Nevada
Acting by and through Its Division of Environmental Protection
Recycling and Solid Waste Grant Program
(Grantor)**

901 S Stewart Street, Suite 4001, Carson City, NV 89701
Phone: (775) 687-9462
Fax: (775) 687-5856

And

**City of Ely
(Grantee)**

501 Mill Street
Ely, Nevada 89301
Phone: (775) 293-0834

WHEREAS, pursuant to NRS 444.110 the State Environmental Commission on March 8, 2006, passed regulations permitting the Division of Environmental Protection to award grants to municipalities, educational institutions, and nonprofit organizations for projects that enhance solid waste management systems and promote the efficient use of resources, and,
WHEREAS, funding for grants will be based on availability, and,
WHEREAS, the project meets the goals and policies of the Bureau of Waste Management of the Nevada Division of Environmental Protection, and,
WHEREAS, the grantee is a(n) __municipality____ (municipality, educational institution, or nonprofit organization);

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Funding Agreement shall not become effective until and unless approved by the Administrator of the Nevada Division of Environmental Protection and the governing body of __City of Ely_____.
2. **DEFINITIONS.**
 "Grantor" means the State of Nevada through the Nevada Division of Environmental Protection, its authorized person, or representatives acting on its behalf.
 "Grantee" means __City of Ely_____.
 "Parties" means the Grantor and Grantee.
3. **FUNDING AGREEMENT TERM.** This Funding Agreement shall be effective from April 23, 2018 to August 31, 2019, unless terminated sooner by either party as specified in paragraph 10 herein.
4. **NOTICE.** All notices or other communications, required or permitted, to be given under this Funding Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile and simultaneous regular mail, or mailed via certified mail, Return Receipt Requested postage pre-paid on the date posted, and addressed to the other Parties at the addressees specified above.
5. **INCORPORATED DOCUMENTS.** The parties agree that the responsibilities and duties of each party, as well as the scope of the project, shall be specifically described as: this Funding Agreement incorporates the following in descending order of constructive precedence:
 ATTACHMENT A: Work Plan with Schedule
 ATTACHMENT B: Project Budget Summary

ATTACHMENT C: Assurance Form

6. CONTRACTS. Grantee may enter into contracts to complete the work specified in this agreement.
7. ASSENT.
 - a. The parties agree that the terms and conditions listed on incorporated attachments of this Funding Agreement are also specifically a part of this Funding Agreement and are limited only by their respective order of precedence and any limitations specified.
 - b. Grantee agrees to submit the results of all studies and analysis performed under this agreement to the Grantor.
 - c. Grantee agrees to include in any document, statement or promotional item issued by Grantee that the money for the project was provided through a grant from the Nevada Division of Environmental Protection. The Grantee also agrees, before issuing any such document, statement or promotional item, to submit the documents, statements or promotional item to the Grantor for its approval.
 - d. Grantee agrees to repay any amount that Grantor determines is disallowed by the plan and terms of payment within thirty (3) days of notification.
8. INSPECTION & AUDIT.
 - a. Books and Records. Grantee agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as necessary to fully disclose to Grantor, or its authorized representatives, upon audits or review, sufficient information to determine compliance with all state and federal regulations and statutes.
 - b. Inspection & Audit. Grantee agrees that the relevant books, records (written, electronic, computer-related or otherwise), including, without, limitation, relevant accounting procedures and practices, financial statements and supporting documentation shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Grantee where such records may be found by Grantor's designated representative.
 - c. Period of Retention. All books, records, reports, and statements relevant to this Funding Agreement must be retained a minimum of five years. The retention period runs from the date of the Grantor's last Funding Agreement payment, or from the date of termination of the Funding Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
9. FUNDING DISTRIBUTION. Funding, in an amount not to exceed the *Total Project Cost* (shown in Attachment D (Project Budget)), shall be disbursed to Grantee in the form of an advance or reimbursement(s).
10. FUNDING AGREEMENT TERMINATION.
 - a. All payments under this grant are contingent upon receipt by Nevada Division of Environmental Protection of sufficient funds necessary to carry out the purpose of this grant.
 - b. Grantor shall cancel this grant agreement if the grant is not completed in accordance with the terms and conditions of the grant, including, without limitations or time schedules, unless the Grantor determines that a variance is justified.
 - c. If the Grantor determines that a project is no longer beneficial, the Grantor may, upon its own initiative or at the request of the Grantee, terminate the grant thirty (30) days after giving notice of termination. The Grantor may order the Grantee to cease expending money awarded by the grant effective of the issuance of the notice of termination.
 - d. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or

services required by this Funding Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or if Grantee becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; if it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Grantee, or any agent or representative of Grantee, to any officer or employee of the State of Nevada with a view toward securing a Funding Agreement or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Funding Agreement, then this Funding Agreement may be immediately terminated by the Grantor.

a. Winding up Affairs upon Termination. In the event of termination of this Funding Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The Parties shall account for and properly present to each other all claims for fees and expenses and pay those that are undisputed and otherwise not subject to set off under this Funding Agreement. Neither Party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Grantee shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Grantor;
- iii. Grantee shall execute any documents and take any actions necessary to effectuate and assignment of this Funding Agreement if so requested by the Grantor

11. FUNDING ADVANCES. If the Grantor makes payments to the Grantee before the completion of the project, cancellation of the grant, or termination of the project, return to the Grantee any money that has not been spent by the Grantee within 30 days.
12. REMEDIES. Except as otherwise provided for by law or this Funding Agreement, the right and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys. The State may set off consideration against any unpaid obligations Grantee to any State agency.
13. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases.
14. FORCE MAJEURE. No party shall be deemed to be in violation of this Funding Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Funding Agreement after the intervening cause ceases.
15. INDEMNIFICATION. To the fullest extent permitted by law, Grantee shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Grantee, its officers, employees and agents for this Funding Agreement.
16. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Funding Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

17. SEVERABILITY. If any provision contained in this Funding Agreement is held to be unenforceable by a court of law or equity, this Funding Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Funding Agreement unenforceable.
18. ASSIGNMENT. Grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Funding Agreement without prior written consent of Grantor.
19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Grantee may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Funding Agreement on behalf of each party has full power and authority to enter into this Funding Agreement. Grantee acknowledges that as required by statute or regulation this Funding Agreement is effective only after approval by the Division of Environmental Protection and only for the period of time specified in the Funding Agreement. Any services performed by Grantee before this Funding Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.
21. GOVERNING LAW; JURISDICTION. This Funding Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. Grantee consents to the jurisdiction of the Nevada district courts for enforcement of this Funding Agreement. The Parties agree that the jurisdiction and venue for court, if necessary, shall be in the First Judicial District Court in Carson City, Nevada.
22. ENTIRE FUNDING AGREEMENT AND MODIFICATION. This Funding Agreement and its integrated attachment(s) constitute the entire agreement of the Parties and, as such, are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Funding Agreement specifically displays a mutual intent to amend a particular part of this Funding Agreement, general conflicts in language between any such attachment and this Funding Agreement shall be construed consistent with terms of this Funding Agreement. Unless otherwise expressly authorized by the terms of this Funding Agreement, no modification or amendment to this Funding Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Funding Agreement to be signed and intend to be legally bound hereby.

Greg Lovato
Grantor Signature

Robert Lopez
Grantee Signature

Date

4/16/18
Date

Administrator, Nevada Division of Environmental Protection

Grantor's Title

City Administrator
Grantee's Title

Recycling Center Canopy Project Timeline

- May 1, 2018: Order steel awning extension from Coast to Coast Carports, Inc.
- May 4, 2018: Pick up steel awning extension from Coast to Coast Carports, Inc.
- May 7, 2018: Commence installation of steel awning extension; total hours estimate: 8.
- May 11, 2018: Final inspection of awning installation by City Building Official.
- May 14, 2018: Press Release on Nevada Recycling Grant project completion.
- June 1, 2018: Submit quarterly progress report, along with reimbursement request.
- July 6, 2018: Submit final Nevada Recycling Grant report.

**Nevada Division of Environmental Protection
Bureau of Waste Management
Grant Application Budget Form**

| Line Item No. | Budget Line Item Description | Quantity | Unit Price | Budget Amount |
|---------------------------|-----------------------------------|----------|-------------|--------------------|
| 1. | Steel awning extension for baler | 1 | \$ 3,114.50 | \$ 3,114.50 |
| 2. | Travel expenses to pick up canopy | | \$ 250.00 | \$ 250.00 |
| 3. | Driver expenses to pick up canopy | | \$ 193.21 | \$ 193.21 |
| 4. | Labor expense to install canopy | | \$ 1,666.83 | \$ 1,666.83 |
| | | | \$ | \$ |
| | | | \$ | \$ |
| | | | \$ | \$ |
| | | | \$ | \$ |
| | | | \$ | \$ |
| | | | \$ | \$ |
| | | | \$ | \$ |
| | | | \$ | \$ |
| | | | \$ | \$ |
| | | | \$ | \$ |
| | | | \$ | \$ |
| | | | \$ | \$ |
| | | | \$ | \$ |
| Total Grant Budget | | | | \$ 5,224.54 |

ASSURANCES

State of Nevada, Division of Environmental Protection
Recycling and Solid Waste Grant Program

Applicant hereby assures and certifies that they will comply with the regulations, policies, guidelines and requirements of the Nevada Division of Environmental Protection. Also, Applicant gives assurance and certifies with respect to a Funding Agreement that:

- A. Applicant possesses legal authority to apply for the grant.
- B. Applicant gives assurance that a resolution, motion statute authority or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- C. Pursuant to NRS 239.010, information or documents received from Applicant may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
- D. To the fullest extent permitted by law, Applicant will agree to indemnify, hold harmless and defend the State of Nevada, its officers, employees, agents and invitees from and against all liabilities, claims, actions, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of any alleged negligent or willful acts or omissions of the Applicant, its officers, employees and agents.
- E. Applicant will furnish quarterly progress reports, as well as a final/annual report, and such other information as the Nevada Division of Environmental Protection requires.
- F. Applicant will furnish appropriate documentation with invoices and reimbursement requests to verify all expenditures under this grant.
- G. Applicant will obtain all permits, easements, and other private and governmental agency approvals required for the project prior to the commencement of project.
- H. Applicant must receive notice to proceed from Nevada Environmental Protection prior to advertisement of bids and commencement of activities.
- I. Applicant will give Nevada Division of Environmental Protection or its designated representative's access to and the right to audit records.
- J. Applicant will cause work on the project to commence within a reasonable time after receipt of notification from the approving state agency that funds have been approved and that the project will be prosecuted to completion with reasonable diligence.

- K. Applicant certifies that the undersigned has read and understands the Nevada Administrative Code, which regulates the Nevada Recycling and Solid Waste Grant Program as contained in NAC 444A.600 through .655.
- L. Applicant will comply with Federal, State, and local laws.
- M. Applicant understands this is a competitive process and that submittal of an application does not assure the issuance of a grant.
- N. Applicant will maintain all types of appropriate insurance coverage.

| | | |
|------------|----------------|---------------|
| Name: | Robert Switzer | |
| Signature: | Robert Switzer | Date: 4/16/18 |

For Divisional Use Only

Grant Number: 18-002

Grant Award Amount: \$5,225.00



NEVADA DIVISION OF
**ENVIRONMENTAL
PROTECTION**

STATE OF NEVADA
Department of Conservation & Natural Resources

Brian Sandoval, Governor
Bradley Crowell, Director
Greg Lovato, Administrator

April 12, 2018

Mr. Mike Cracraft
City of Ely
501 Mill Street
Ely, NV 89301

VIA email

Dear Mr. Cracraft:

On behalf of the Nevada Recycles Grant Program and the Nevada Division of Environmental Protection (NDEP), I am pleased to inform you that the proposal titled "Ely Recycling Center Canopy Project" has been approved for funding up to the amount of \$5,225.00. Please note that the funding agreement between NDEP and the City of Ely must be finalized prior to commencement of any work on the project.

Please sign the Funding Agreement and the Assurances (Attachment C) and return by April 18, 2018. We will be sending out a press release for the Recycling Grant Program awards on Friday April 20, 2018.

I will be the Coordinator on this project and look forward to working with you as you implement this project.

Sincerely,

Patricia Moen
Northern Nevada Recycling Coordinator
Bureau of Waste Management

cc (via email): Eric Noack, Bureau Chief, Bureau of Waste Management
Daren Winkelman, Supervisor



CITY OF ELY

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

April 26, 2018

Jacob LaRow
Deputy Administrator
Nevada Housing Division
3300 W. Sahara Avenue, Suite 300
Las Vegas, NV 89102

Re: The Bristlecone Properties, Ely, Nevada
1690 Avenue F
Ely, NV 89301
QAP Section 14.3.9(4): Smart Design

Dear Mr. LaRow:

The City of Ely would like to express its support for Nevada Rural Housing Authority (NRHA)'s proposed rehabilitation of The Bristlecone Properties and its application for Low Income Housing Tax Credits (LIHTC's) through the Nevada Housing Division. The acquisition and rehabilitation of these apartments will provide significant upgrades to the existing 68 units of USDA-RD affordable housing targeted to low-income households and will benefit the residents of Ely.

The rehabilitation of The Bristlecone Properties community will serve as a stimulus for other development in the vicinity. The residential population that lives at the community will support nearby local businesses and promote a more vibrant neighborhood environment.

Sincerely,

Robert Switzer
City Administrator
City of Ely

The Bristlecone Properties

1690 Avenue F

Ely, NV 89301

APN #: 002-085-03 (1.25 acres), 002-079-02 & 002-085-02 (1.97 acres)

Project Description

The Bristlecone Properties entails the acquisition and rehabilitation of two adjoining USDA-RD subsidized housing developments totaling 68 units in Ely, NV. The Section 515 properties Bristlecone Family and Bristlecone Elderly consist of eighteen two-story residential buildings built in 1979. Sixty-five of the sixty-eight units receive Section 515 project-based rental assistance. There is a shared community/laundry building and a shared maintenance shop. These common area facilities will be rehabilitated. Acquisition and rehabilitation of this set of properties will allow for a more cohesive site layout and improvements to parking, site and recreational amenities.

The rehabilitation of the property is being done with the following goals in mind:

- To address major capital items in order to preserve this important housing asset and extend its life under the USDA-RD Section 515 program and 50-year low-income housing tax credit compliance period;
- To bring the units up to modern standards including new cabinets, countertops, painting, flooring and appliances and new patios/porches;
- To exceed energy conservation requirements as detailed in the 2018 Nevada Housing Division Qualified Allocation Plan, and to lower future utility costs for the tenants and the owner;
- To increase site security and the marketability of the development and rehabilitate the community;
- To address remaining site accessibility deficiencies.

Property Description

The Bristlecone Properties consists of Bristlecone Elderly Apartments and Bristlecone Family Apartments, both of which are located at 1690 Avenue F in Ely, NV. The two properties were built in 1979 and are located on three parcels totaling 3.22 acres, with 1.25 acres allotted to the elderly property and 1.97 acres allotted to the family property. The family and elderly properties are separated by a street. Bristlecone Elderly contains 24 one-bedroom units (562 SF) in seven two-story buildings. Bristlecone Family consists of 12 one-bedroom units (511 SF) and 32 two-bedroom units (667 SF) in twelve two-story buildings. All buildings have a concrete slab on grade foundation, wood siding, and pitched composition shingle roofing over plywood sheathing.

The sites contain several community amenities, which are shared by both properties. These amenities include a children's play area, a small maintenance shed, and a community building containing laundry facilities, a management office, and a small community space. The complexes have landscaped areas around the buildings and contain security lighting for safety.

Site and Neighborhood

The Bristlecone Properties are located off Avenue F between E. 17th Street and E. 15th Street in the western portion of Ely in White Pine County, Nevada. The properties are separated by E. 16th Street. The developments are stable and well-located. The surrounding neighborhood is comprised primarily of multifamily dwellings, with some commercial properties to the west. In addition, the area includes fast food and conventional restaurants, retail and services.

Directly to the west of the property is a professional center. Businesses located in the professional center include Eastern Nevada Landscape Consultants, Nevada JobConnect, a dentist's office, Genisis, and Nevada Early Intervention Services. Further west is a Family Dollar store and Texaco convenience store and gas station (about 0.1 miles). There are several office and industrial uses located directly to the north of the property along Avenue F and Aultman (U.S. Highway 93). These businesses include Ely Mental Health Center (0.1 miles), Soak N Suds Laundromat (0.1 miles), and Prospector Hotel and Casino (0.1 miles). Bath Lumber Company, Stihl and Ace Hardware are located in the industrial complex directly east of the property. Anderson's Food Town is located slightly northwest of the property (0.4 miles), and Ridley's Family Market is located approximately 1.4 miles southwest from the property. Steptoe Park is located 0.2 miles south. White Pine County Public Library is located 1.7 miles west of the site.

Additionally, the Bristlecone properties are located near many medical facilities. William Bee Ririe Hospital (0.1 miles), Bennett Medical Services (0.9 miles), and Ely Family Dental (1.5 miles) are all located near the development.

Children at Bristlecone Family Apartments could attend Davis E. Norman Elementary School, which is 0.7 miles northeast of the site, White Pine County Middle School, which is 1.7 miles east of the site, and Steptoe Valley High School, which is 1.8 miles east.

Ely's municipal airport (Yelland Field) is located approximately 5 miles to the northeast of the downtown area. TransNevada State Lines bus service offers daily scheduled arrivals and departures. U.S Highway 50 is a two-lane highway which is located 2.4 miles from the site. U.S. Highway 50 connects Ely to the western end of the state of Nevada and the eastern section of California.

Ely is a rural census-designated place located in White Pine County about 321 miles east of Reno, NV, 239 miles southwest of Salt Lake City, UT, and 245 miles north of Las Vegas, NV. It has a population of roughly 4,000 people. It is the only city in White Pine County.

Target Population

The Bristlecone Properties will serve households with incomes at or below 50% of area median income (\$35,950 for a family of four in White Pine County). The rent restrictions will be as follows:

| | Unit Mix | Target AMI | # of Units | % of Units |
|----------------------------|----------------|--------------|------------|----------------|
| Bristlecone Elderly | 1-bed | 30% AMI | 12 | 17.65% |
| | 1-bed | 50% AMI | 12 | 17.65% |
| Bristlecone Family | 1-bed | 30% AMI | 6 | 8.82% |
| | 1-bed | 50% AMI | 5 | 7.35% |
| | 1-bed (no R/A) | Unrestricted | 1 | 1.47% |
| | 2-bed | 30% AMI | 15 | 22.06% |
| | 2-bed | 50% AMI | 15 | 22.06% |
| | 2-bed (no R/A) | Unrestricted | 2 | 2.94% |
| | TOTAL: | | 68 | 100.00% |

All twenty-four units at Bristlecone Elderly and forty-one of the forty-four units at Bristlecone Family receive USDA-RD Section 515 project-based rental assistance. Under the program, households in rental-assisted units pay 30% of their adjusted gross income towards rent, allowing the development to serve very low-income and disabled households, including those on SSI/DI. Given this, we anticipate that most units will serve tenants with very or extremely low incomes.

Market Demand

The Nevada Rural Housing Authority recently commissioned the 2014-2018 Rural Nevada Housing Study with Vogt, Santer, Insights (VSI), which provided data on housing demand, inventory, and supporting infrastructure for Nevada's rural communities, including White Pine County (and especially Ely, which is the only city in the county). There were several important findings in this report that indicate a need for the rehabilitation of USDA-RD subsidized housing such as The Bristlecone Properties.

First, the study found a discrepancy between the median household income and housing prices. Between 2010 and 2013, the median household income decreased by 4.9%. It is projected that between 2013 and 2018, the number of households with an annual household income below \$30,000 will grow by 48, a 3.5% increase. Meanwhile, multi-family unit rents in White Pine County are an average of \$126 per month higher than the rest of rural Nevada. The study also found that the average renter's capacity to achieve new construction rents of \$767 per unit per month is insufficient. According to the American Community Survey, up to 23% of White Pine households are rent overburdened, indicating a need for affordable housing in the area.

Vacancy rates in the market area are also very low, and rentals in White Pine County have a combined occupancy rate of 96.7%. Given the low vacancy rates in the market area, we anticipate that the vacancy rate at The Bristlecone Properties will be 5% or below. In addition, because The Bristlecone Properties is occupied, we anticipate that many current tenants will return to their newly remodeled units upon construction completion, reducing the need for The Bristlecone Properties to capture many additional tenants.

Finally, the study found a great need for senior-specific housing: “Between 2013 and 2018, the largest increase among households age groups is projected to be among those between the ages of 65 and 74. Household growth is also occurring at a rapid rate among households age 75 to 84 and 85 and older, indicating an increasing need for senior-specific housing in the market. Not all of these changes, however, translate into a need for new housing units. This is because many of the area’s older adults are already housed. Instead, older adults will likely at some future date move into senior-specific housing...”

The rehabilitation of the Bristlecone Properties will prolong the life of these valuable apartments and will renew the USDA-RD subsidy to allow the developments to serve the most at-risk and lowest income residents in Ely for an additional 15 years.

Relocation

Because the Bristlecone Properties are income-restricted and currently occupied, we will structure renovation so that there will be minimal disturbances to current tenants. All of the units are occupied by residents that are already income-eligible for USDA subsidy. The acquisition and rehabilitation of the property will not create any permanent displacement of tenants.

We will likely stop leasing prior to the beginning of renovation in order to free up a block of vacant units for rehabilitation. The plan is to have a few vacant buildings available for rehabilitation at the start of the construction schedule. Existing residents will be temporarily relocated to other units on site, and some tenants may be temporarily relocated off site, depending on the number and availability of vacant units. Once the first buildings are complete, the relocated tenants will be moved to the fully renovated units in order to free up the next block of units for rehabilitation. Some of the repairs to the exterior of the units – site work, exterior painting, etc. – can be carried out with the residents in place.

When tenants vacate their current unit to relocate temporarily to another unit on site or to a newly renovated unit, proper noticing procedures will be followed and relocation assistance will be provided to assist tenants with necessary packing supplies. A moving crew will be assembled to physically move tenant furnishings and personal belongings to their new units.

In the event tenants need to be temporarily relocated off site, proper noticing procedures will be followed and relocation assistance will be provided. Relocation assistance will include packing supplies, moving services and lodging. Meals and incidental costs and storage costs will also be covered as required.

Development Team

| | |
|---------------------|--|
| Developer: | Nevada Rural Housing Authority |
| Consultant | Praxis Consulting Group, LLC |
| General Contractor: | TBD |
| Property Manager: | Landmark Group, dba Weststates Property Management |
| Architect: | Integrated Design and Architecture |

The Bristlecone Properties will be owned by a sole purpose Nevada limited liability company, Bristlecone Properties Associates LLC. The 0.01% Managing Member of the LLC will be Bristlecone Properties Manager LLC, a sole purpose Nevada limited liability company. Nevada Rural Housing Authority (NRHA) will be the sole manager of the Manager LLC. Nevada Rural Housing Authority will also act as developer to the ownership LLC.

Nevada Rural Housing Authority (“NRHA”) was established in 1973 under the laws of the State of Nevada to address the housing needs and enhance the quality of life throughout Nevada’s 15 rural counties and the rural portions of Clark and Washoe County. As a quasi-governmental agency, NRHA receives no allocation of funds through the State budgeting process, simply the mandate to address rural Nevada’s affordable housing needs. NRHA’s jurisdiction extends to any Nevada city or town with a population of 150,000 or less.

Working with a consortium of public and private partners, including state and federal housing agencies and local community service groups, NRHA administers a variety of successful housing programs, including Housing Choice Voucher rental assistance, a single- family mortgage program, weatherization assistance, and affordable rental housing. Collectively, NRHA owns eight HUD-, USDA- and LIHTC-assisted housing developments located in Carson City, Yerington, Fallon, Elko and Winnemucca.

To date, NRHA has successfully developed eight affordable housing projects and will begin construction on their ninth and tenth in May 2018. Their first project, completed in 2009 and in partnership with Pacific West Builders, Inc., included over \$9 million in tax credit financing for the rehabilitation of Southgate Apartments in Carson City, Nevada. The project serves low-income elderly and disabled residents and consisted of the rehabilitation of 100 existing units and the new construction of 48 additional units.

NRHA also developed Phase I construction of Larios Arms Senior Residence. The project was awarded nearly \$4.5 million in tax credit financing, \$600,000 in AHP funds and \$450,000 in HOME funds. The Phase I development included 30 units of affordable senior housing and was completed in May 2012. In July 2016, NRHA completed the second phase of Larios Arms Senior Residence, which added an additional 30 senior units to Phase I. NRHA received \$300,000 in AHP funds and \$450,000 in HOME funds for Phase II.

In 2011, NRHA completed a \$1 million HUD Green Retrofit of Yerington Manor, a 52-unit affordable senior property in Yerington, Nevada. The rehabilitation focus was to increase energy efficiency, tighten the building envelope and preserve existing subsidized housing. The scope of work included window and roof replacement, insulation and HVAC upgrades, new kitchen and bath cabinets, low flow fixtures, low VOC paint and flooring and low water use landscape.

In January of 2014, NRHA completed a \$400,000 USDA funded preservation / revitalization rehab of Winnemucca Manor, a 20-unit senior property located adjacent to Larios Arms in Winnemucca, Nevada. The project, constructed in 1983, received significant exterior upgrades including roof replacement and stucco, energy efficient upgrades to replace a central boiler and individual A/C units, and extensive rehabilitation of accessible units to provide roll-in showers and fully accessible bathrooms.

NRHA also recently completed the rehabilitation of Sunridge Quarters Apartments in Fallon, Nevada. The Sunridge property features 48 units of low-income family housing constructed in 1977 under the USDA-RD Section 515 program. The project was awarded over \$5 million in tax credit equity and \$400,000 in HOME funds to complete an extensive rehabilitation that will bring natural gas to the property, expand the building footprint to include balconies, patios and individual storage areas, and complete interior renovation with new cabinets, flooring, appliances and fixtures. The rehabilitation was completed in July of 2014.

In April of 2016, NRHA began construction on Southwood Apartments, an acquisition and rehabilitation of two USDA-RD subsidized housing developments totaling 22 units and a privately held 4-plex located on an adjoining parcel in Yerington, NV (26 units total). Financing for the project included the assumption of an existing USDA-RD loan, \$400,000 in HOME funds from the Nevada Housing Division, and nearly \$3 million in limited partner equity. Southwood Apartments was completed in July 2017.

NRHA also closed and began construction on Richards Crossing in April 2016. Richards Crossing involves the new construction of a 39-unit permanent supportive housing development for homeless individuals in Carson City, NV. The project received \$1,000,000 in NHD HOME funds, \$390,000 in Affordable Housing Program Funds from the Federal Home Loan Bank of San Francisco, \$100,000 in Home Depot grant funds, \$221,474 in Carson City CDBG funds, and nearly \$6 million in limited partner equity. The property opened in April 2017.

NRHA is currently developing The Desert Properties, which consists of the acquisition/rehabilitation of two adjoining USDA-RD properties totaling 56 units in Tonopah, NV. The development will be funded by tax-exempt bonds issued by the Nevada Housing Division (NHD), equity from the sale of non-competitive 4% LIHTC, HOME funds from NHD, a new USDA Section 538 mortgage, Multi-Family Preservation and Revitalization Funds (MPR) from USDA, and AHP funds. NRHA is simultaneously developing Belmont Apartments, which is located adjacent to the Desert Properties in Tonopah, NV. Belmont is a USDA-RD property containing 24 affordable family units and

was constructed in 1981. Belmont won an award of 9% Low Income Housing Tax Credits and \$500,000 in NHD HOME funds in September 2017. The Desert Properties and Belmont Apartments will have one investor and lender and will close together as two separate financings in May 2018.

Both NRHA maintains strong alliances with Nevada Housing Division and USDA Rural Development as well as local governments and economic development authorities to promote their joint missions to increase the supply of quality affordable housing throughout the state. NRHA, in conjunction with other local and state agencies, recently completed a Nevada Regional Demand Market Analysis to assess current and future housing needs in Nevada's rural areas largely impacted by the growing mining industry.

NRHA continues to be recognized by HUD as a High Performer in administration of HUD Housing Choice Vouchers. NRHA furthers their mission by providing Home At Last Single Family Mortgage and MCC programs to promote homeownership across the state with increased savings and tax benefits for qualified buyers.

Formed in 2004, **Praxis Consulting Group LLC** is a Nevada-based consulting firm that helps non-profit, for-profit and government organizations develop and finance affordable housing. Praxis also carries out research and technical assistance in the areas of community development, non-profit capacity building, fund raising and public policy development. Eric Novak, its principal, has 30 years of experience in all aspects of the affordable housing development process, including HOPE VI and public housing mixed-finance and affordable assisted living.

Since 2005, Praxis has directly secured the financing for and closed over 50 affordable housing developments, totaling over 4,500 units and \$725 million in financing. Financing sources have included project-based housing choice vouchers, public housing operating subsidy, private grants, tax-exempt bonds, 4 percent and 9 percent tax credits, ARRA TCAP and Section 1602 funds, HUD HOME and state housing trust funds, state transitional housing monies, FHLB AHP funds, as well as conventional construction and permanent debt. Praxis has particular expertise in working with public housing authorities in portfolio assessment and RAD and mixed-finance development. Through this work, Praxis has facilitated the creation and preservation of thousands of additional units across multiple housing authorities.

Landmark Group, dba Weststates Property Management Company (WSPM) manages / operates over 60 properties, over 2,500 units, with over 200 employees. WSPM has developed several educational training techniques: All on-site employees have extensive ongoing training through new manager training and monthly supervisory visits. All new employees have Fair Housing training during the first 90 days of employment. Annual training is held for Managers and Maintenance Technicians. During this training WSPM brings Nationally recognized trainers such as Steve Rosenblatt of Spectrum, Anne Sadovsky, Toni Blake, and Home Depot Supply to name a few. WSPM has taken the philosophy and practice a "management training company" culture that provides continuing outstanding education for its employees.

Project Financing

The project financing for The Bristlecone Properties will include equity from the sale of 9% Low Income Housing Tax Credits, HUD HOME funds, deferred developer fee, and the assumption of the existing 1% interest rate USDA-RD Section 515 loans.

Project Schedule

| | |
|-------------------------|--------------|
| Construction Start | January 2019 |
| Construction Completion | January 2020 |
| Full Rent Up | April 2020 |

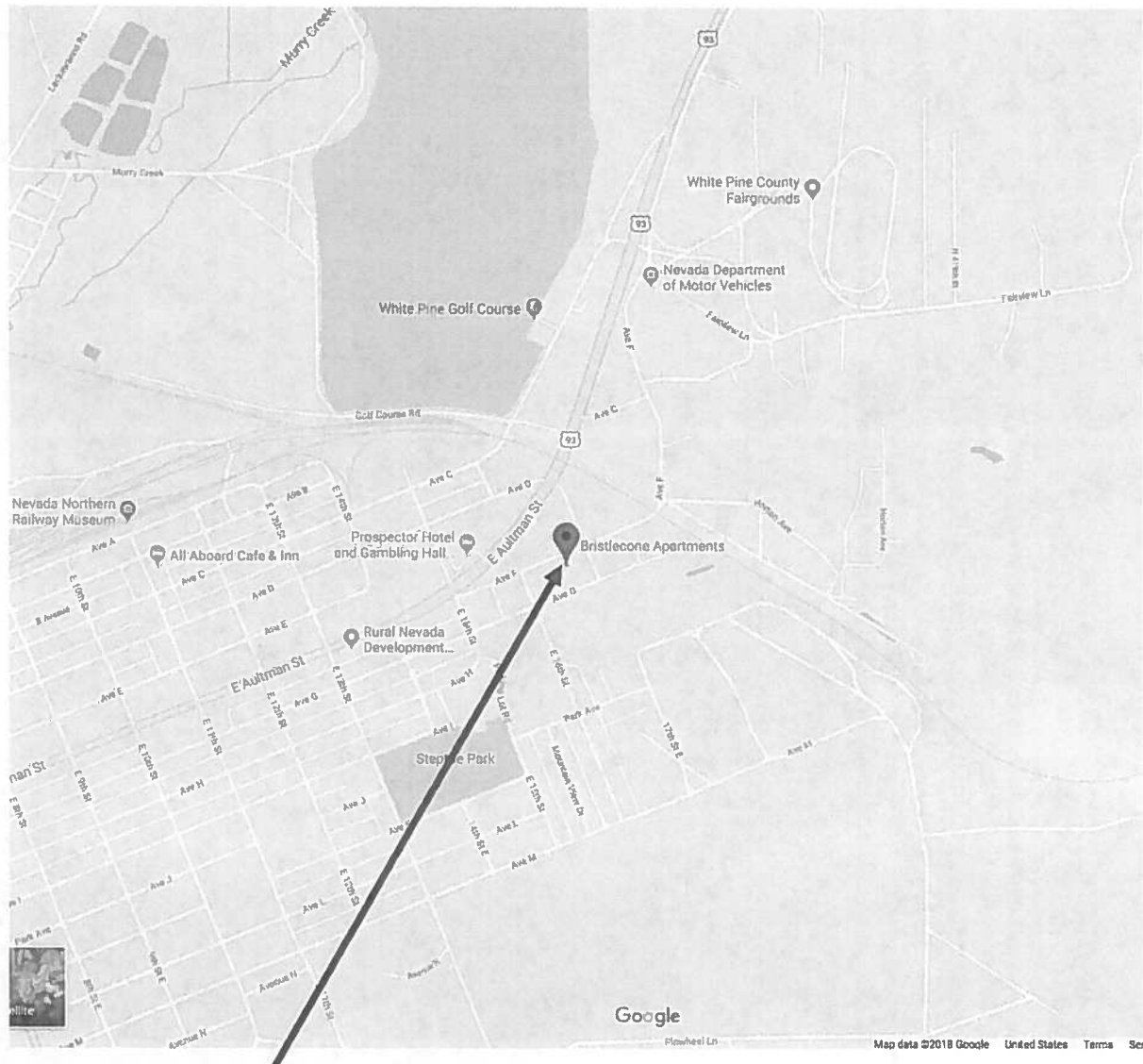
The Bristlecone Properties

1690 Avenue F

Ely, NV 89301

APN #: 002-085-03 (1.25 acres), 002-079-02 & 002-085-02 (1.97 acres)

Location Map



THE BRISTLECONE PROPERTIES

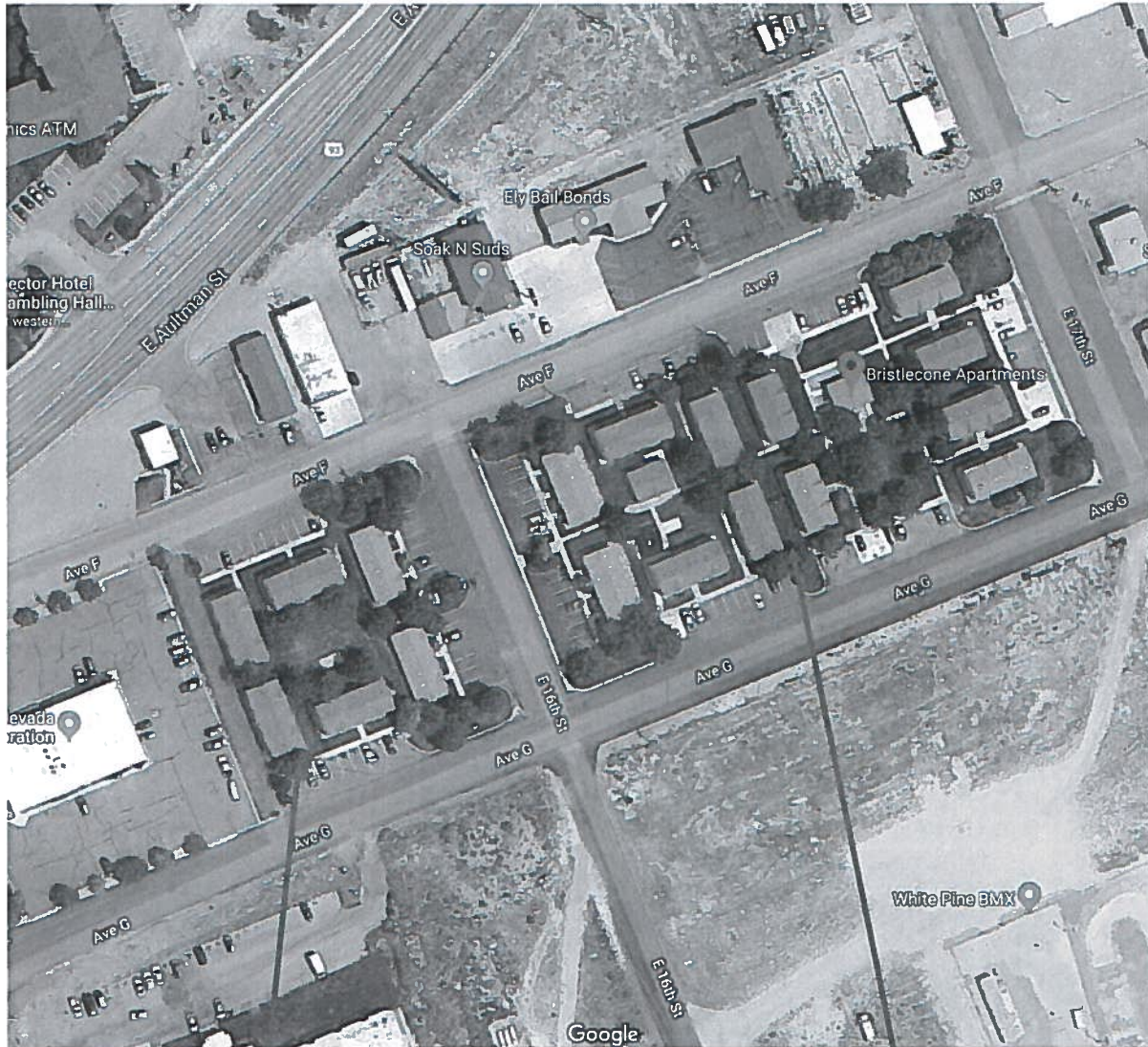
The Bristlecone Properties

1690 Avenue F

Ely, NV 89301

APN #: 002-085-03 (1.25 acres), 002-079-02 & 002-085-02 (1.97 acres)

Aerial Photo



BRISTLECONE ELDERLY APARTMENTS

BRISTLECONE FAMILY APARTMENTS

JenniferLee

From: Charles Odgers [codgers@elycity.com]
Sent: Wednesday, April 18, 2018 2:33 PM
To: 'JenniferLee'
Subject: FW: Results of meeting with City Council 4/12/18

I would like this response in my report for Animal Control please. Thank you.

Charles H. Odgers, Esq.
City Attorney, City of Ely
501 Mill Street
Ely, NV 89301
Phone: (775)289-2430
Facsimile: (775) 289-1463

PLEASE NOTE THE NEW ADDRESS

CONFIDENTIALITY NOTICE: The information contained in this transmittal is confidential and also may be legally privileged as an attorney-client communication. The information is intended only for the use of the individual or entity to whom it is addressed. If you are not the addressee, or an employee or agent responsible to deliver this transmittal to its intended recipient, you are hereby notified that any review, use dissemination, distribution, disclosure, copying or taking of any action in reliance upon the contents of this transmittal is strictly prohibited. If you have received this transmittal in error, please immediately notify the sender by email, telephone or facsimile.

-----Original Message-----

From: Jennifer Brown [mailto:JenniferB@peta.org]
Sent: Wednesday, April 18, 2018 2:00 PM
To: Charles Odgers <codgers@elycity.com>
Subject: Re: Results of meeting with City Council 4/12/18

Mr. Odgers,

Thank you for summarizing last week's council meeting. I apologize for my delayed response. To clarify, it isn't necessary for the City to draft a contract between PETA and Dr. Sanders. We've arranged directly with Dr. Sanders that PETA will be invoiced by the White Pine Veterinary Clinic for euthanasia-by-injection (EBI) for animals from the Ely pound. To date, we've received one \$25 invoice from Dr. Sanders (the cost of EBI for one dog), which is being processed for payment.

We agree to fund EBI until the City transitions to providing its own EBI by state-approved, trained shelter staff or local veterinarian(s). We understand that you're in the process of training, budgeting, and fulfilling other legalities required to perform EBI at the Ely pound—thank you for moving forward with these critical steps.

We continue to hope for your assurance that the current homemade wooden gassing box, which can't be adequately sealed and doesn't measure the gas flow rate (among other dangerous deficiencies), will no longer be used to kill animals. The box fails to meet the minimum

requirements needed to be considered conditionally acceptable as a method of euthanasia, as outlined in the American Veterinary Medical Association's Guidelines for the Euthanasia of Animals. Please know that we're seeking expert veterinary opinions to impress upon you how gravely inadequate the box is and why it is vital that it be destroyed.

Thank you again for keeping us apprised, Mr. Odgers.

Jennifer Brown

PETA

From: Charles Odgers <codgers@elycity.com>
Sent: Friday, April 13, 2018 2:28 PM
To: Jennifer Brown
Cc: 'Melody Vancamp'; Tony DeFelice; Robert Switzer
Subject: Results of meeting with City Council 4/12/18

Ms. Brown:

When we spoke last week, I advised you that I would let you know the results of the City Council meeting on 4/12 regarding Animal Control Issues.

The Council approved the first reading of an ordinance creating the Animal Control Advisory Board. The second reading will take place in approximately 1 month. After the second reading the ordinance will take effect approximately 20 days later pursuant to Nevada Revised Statutes. The Mayor will then solicit and appoint five members to the Board with the consent of the City Council.

The Council likewise approved me to draft PETA's contract with Dr. Sanders for euthanasia pending completion of the budget process and meeting all of the state requirements for euthanasia by injection by our staff. Please provide me with some information so that it can be included in the contract, including, address where Dr. Sanders is sending the invoicing, the price PETA and Dr. Sanders agreed upon for euthanizing animals, and any other specific contract terms discussed. Since I have not been involved in those discussions in the past, I am not aware of all of the terms. I will get the draft to you early next week.

The Council also approved me to negotiate with Dr. Sanders to contract for euthanasia either as a principal method or a back up method for our Animal Control Officer, which would not take effect until July 1, 2018 so that we may properly budget for that amount. Based upon conversations with Councilman DeFelice, on the next agenda I anticipate being authorized to negotiate with another Veterinarian over in Eureka (70 miles away) as a back up to Dr. Sanders.

Finally, they approved the first reading of an ordinance amending the licensing from annually to coinciding with the rabies vaccination (approximately every three years) in the hopes of increasing the number of pet owners who will comply with licensing requirements.

I look forward to hearing from you regarding the contract terms you want included between PETA and Dr. Sanders. I hope you have a great weekend.

Charles H. Odgers, Esq.
City Attorney, City of Ely

JenniferLee

From: Kerri Pintar [kerripintar@icloud.com]
Sent: Friday, April 20, 2018 1:42 PM
To: bchristiansen@elycity.com; rswitzer@elycity.com; codgers@elycity.com; almberg@basineng.com; elyvfd@mwpower.net; cseimer@elycity.com; dberky@elycity.com; mayorvancamp@elycity.com; kcarson@elycity.com; jgardner@elycity.com; ernieflangas@gmail.com; tonydefelice@gmail.com; SAM SAM; JenniferLee
Subject: Building Located at 1460 Murry Street

Click on the images in the email to download full resolution versions from iCloud.

Attachments available until May 20, 2018.

To Whom It May Concern:

I would respectfully request you review the following information included as a PDF on this email which was obtained through a public information request and develop an action plan to correct the injustice (selective enforcement) of Ely city building practices, etc. I would submit the following information for you to review in reference to the application/building which was constructed at 1460 Murry Street, owner Brian Peart.

Additionally, it was brought to my attention after the last city council meeting I was being mean; however, I would offer you this explanation instead. I am disgusted, disheartened and disappointed in the direction which we are proceeding as a community. I would be the first to offer you all a compliment if I could find something positive to compliment you on when you apply sound reasoning and common sense. But until such time, I am just going to keep coming before you offering public perception on items which you are directly involved and continue to pursue/ignore at your liking. Please start actively listening and addressing the concerns of the citizens of this community, i.e. your constituents and I have provided you an obvious selective enforcement case to begin with.

Kerri Pintar
1417 Mill Street



1. Where is the variance application showing the proposed purpose of the building was changed from a garage/residence to a new building/pole barn?
2. Why after the last inspection on 9/2/2011 (which again was a "FAIL") was there never any follow-up documented?
3. Was the will serve required to be paid in the amount of \$3500 ever paid?
4. It would appear apparent that Mr. Peart has/had no intention of completing the building under the guises in which he obtained the variance application or permits. Seriously, it has been more than 6 ½ years this project has been ongoing with no active permits and better yet, no Certificate of Occupancy. If memory serves me, you just red tagged a cease and desist to the Randy Weaver and the Ely Shohone Tribe and yet why not Mr. Peart? You can't selectively enforce building codes/permits/requirements, etc.
5. In addition to this, the pictures attached clearly demonstrate violations of Ely City Code 4-3-2. This property is a junkyard. The wood pile located at the back of the property is most likely in the State Highways right-of-way. The railroad ties on atop the retaining wall are unsightly and unsafe. The property should have been graded to code. The change in elevation from the property to street level exceeds 4' with proper retaining wall keeping dirt from landing on public sidewalks.

SEND RECORDED DOCUMENT TO:

City of Ely
City Attorney
501 Mill Street
Ely, NV 89301

ORDER OF ABANDONMENT

WHEREAS, the City Council of the City of Ely, State of Nevada, desires to abandon a portion of a city road located in the County of White Pine, State of Nevada, herein particularly described in Exhibit A, attached hereto and incorporated by reference; and

WHEREAS, the proposed abandonment was reviewed by the City Planning Commission and the City Council on December 14, 2017 pursuant to NRS 278.240; and

WHEREAS, the City Planning Commission and the City Council both recommended approval of the abandonment following public hearings held at the respective meeting of the Planning Commission and the City Council on December 14, 2017; and

WHEREAS, proper notice of a public hearing on the proposed abandonment was given and those public hearings were held pursuant to NRS 278.480.

NOW THEREFORE, the City Council of the City of Ely, State of Nevada, is satisfied that the public will not be materially injured by the proposed partial abandonment, and therefore the order of the City Council of the City of Ely, County of White Pine, State of Nevada is that the portion of Avenue D contained in Exhibit A attached hereto, along with corresponding map, is hereby abandoned, save and except a twenty foot strip of land being 10 feet on each side of the existing sewer line which is reserved as an easement for care, maintenance and replacement of the sewer line under that portion of the road as identified in Exhibit A. The easement shall inure to the benefit of the City of Ely, its successors and assigns.

IT IS HEREBY ORDERED that the partial abandonment of Avenue D, as contained in Exhibit A, herein reverts to the abutting property owner, PROSPECTOR ENTERPRISES ELY, LLC, as the subsequent purchaser of the property APN 002-261-05 more commonly known as 1505 East Aultman Street, Ely, Nevada, without charge, as the original dedication of the road was from said parcel owners in 1907 and dedicated to the City without charge, to be used for a public benefit.

IT IS FURTHER ORDERED that any utility having an easement above or below the property identified in Exhibit A, shall not be extinguished, but shall continue hereunder.

DATED this ____ day of April, 2018.

CITY OF ELY

MELODY VAN CAMP, Mayor

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal, the day and year last above written.

ROBERT SWITZER, CITY
ADMINISTRATOR

EXHIBIT A

EXHIBIT A

February 19, 2018

City of Ely
480 Campton Street
Ely, NV 89301
775-289-2430

Legal Description

A tract of land situated in Section 11 and 14, Township 16 North, Range 63 East, MDBM, City of Ely, White Pine County, being a portion of the Park Addition to the Ely City Townsite, File No. 9192, filed March 12, 1907, Book 37, Page 346, White Pine County Records, also being the Southerly half of Ave D, from the easterly right of way line of 16th Street to the northerly right of way line of Highway 95 (Aultman Street), more particularly described as follows:

Beginning from northeast corner of Block 10, of said Park Addition, being a point on the northerly right of way line of said Highway 95 (Aultman Street), thence along the existing northerly boundary line of said Block 10, South 67°21'17" West, 331.19 feet, more or less to the easterly right of way line of said 16th Street;

Thence along said right of way line, North 22°38'43" West, 40.00 feet more or less to the centerline of Avenue D;

Thence parallel with the northerly right of way line of said Block 10, North 67°21'17" East, 383.04 feet more or less to the northerly right of way line of said Highway 95;

Thence along said right of way line, along a 2425.00-foot curve to the right, through a central angle of 27°16'02", (chord bears South 31°11'00" West), arc distance of 1154.07 feet to the **Point of Beginning**.

Excepting therefrom, a 20-foot strip of land being 10.00 feet on each side of the existing sanitary sewer line.

Containing 14,285 square feet of land more or less.

Prepared by:
Robert K. Rosevear, PLS
Basin Engineering
1070 E. Aultman Street
Ely, NV 89301

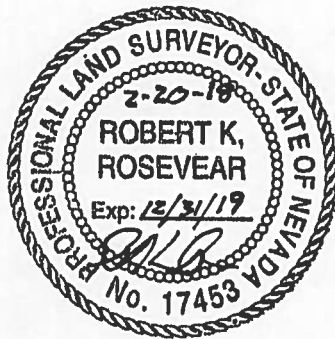
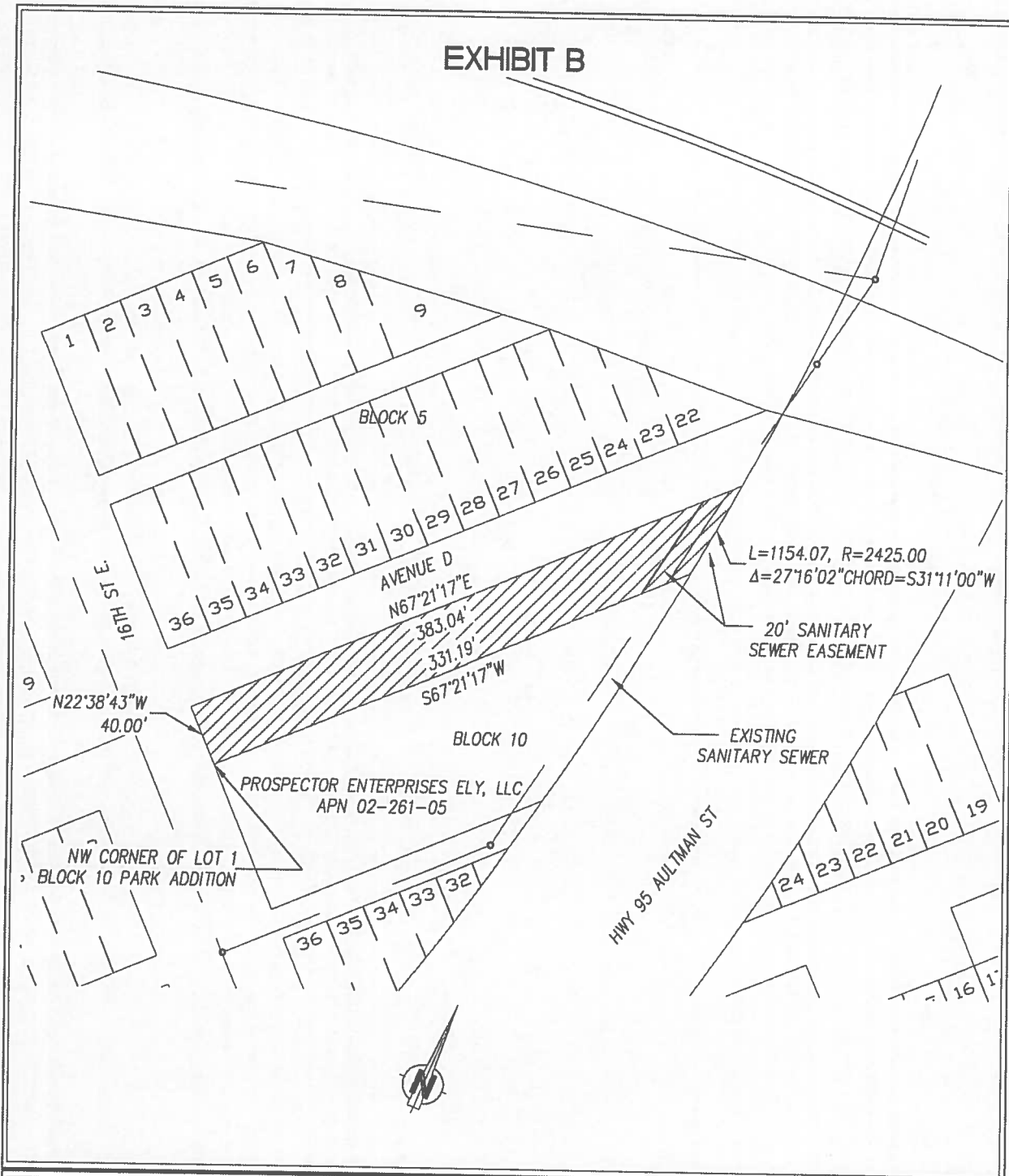


EXHIBIT B



CITY OF ELY
AVENUE D

DATE 2/20/2018

JOB NO. 12-057

SCALE 1" = 100'

B Basin
Engineering

Consulting Engineers & Land Surveyors
1070 E. Aultman Street, Ely, NV 89301
Phone: (775) 289-9800 Fax: (775) 289-9802

8. ITEMS FOR DISCUSSION/POSSIBLE ACTION ONLY OF THE ELY CITY COUNCIL.

C. NEW BUSINESS

2. Council Members – City Attorney Odgers – Discussion/For Possible Action – Approval of Abandonment Order granting a portion of Avenue D to *Prospector Enterprises Ely, LLC*, pursuant to the City Council’s December 14, 2017 action.

Councilwoman Gardner moved to approve the Abandonment Order granting a portion of Avenue D to *Prospector Enterprises Ely, LLC*. Councilman Carson seconded the motion.

[LENGTHY DISCUSSION]

Councilwoman Gardner’s motion passed 3 to 1, with Council Members Flangas, Carson and DeFelice voting Aye, Councilwoman Gardner voting Nay, Mayor Pro Tem Hanson not participating in the vote as Chair and Mayor Van Camp abstaining from any participation in this item.