

## LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made and entered into this 3<sup>rd</sup> day of August, 2020, by and between CITY OF ELY, hereinafter referred to as LESSOR, and STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, PUBLIC WORKS DIVISION, hereinafter referred to as LESSEE, for and on behalf of DEPARTMENT OF PUBLIC SAFETY, HIGHWAY PATROL DIVISION, and DIVISION OF INVESTIGATIONS, hereinafter referred to as TENANT (hereinafter collectively known as "the Parties").

### W I T N E S S E T H:

For and in consideration of the rents herein reserved and the covenants, terms and conditions herein contained, LESSOR does by these presents lease unto LESSEE the following described property:

10,220 rentable square feet of office space, (the "Demised Premises") located at 125 Mill Street, Ely, Nevada 89301. Refer to **EXHIBIT "A"**, attached hereto and incorporated herein.

**ONE. TERM OF LEASE.** Subject to Section Thirty-Two below, LESSOR hereby leases unto LESSEE and LESSEE agrees to lease from LESSOR, 10,220 rentable square feet of office space located at 125 Mill Street, Ely, Nevada 8930, effective upon approval of the Nevada Board of Examiners, expected to be approved on November 10, 2020, commencing December 1, 2020 and terminating on April 30, 2026.



1.1 Lack of Funding. Absent legitimate reason, action, or mandate on the part of the Executive Branch of the State of Nevada, the Nevada State Legislature and/or the Federal Government affecting TENANT'S funding or ability to satisfy its rental payment obligation TENANT agrees that during the term of this Lease it will in good faith include in its agency budget request, pursuant to NRS 353, authorization to receive and expend state and/or federal dollars sufficient to meet TENANT'S obligations under this Lease. However, it is hereby specifically and expressly agreed by the Parties hereto that this Lease or any renewal thereof shall be terminated immediately if for any legitimate reason, action, or mandate on the part of the Executive Branch of the State of Nevada, the Nevada State Legislature and/or the Federal Government limits, restricts, or impairs TENANT'S funding or ability to satisfy its rental payment obligation. TENANT shall pay the rent for the month in which such occurrence and termination takes place and shall have no other rental payment obligation to LESSOR thereafter under this Lease or for the Demised Premises. LESSOR shall retain its other remedies which are provided in the Lease, but LESSOR shall have no rights to collect any further rents from TENANT. Proof by TENANT of a diminution in funding which was intended to be used as all or part of the funding for the payment of the rental under this Lease shall be sufficient if copies of supporting state or federal documents are furnished to LESSOR or if the Executive



Director of TENANT provides an Affidavit that such funding or other limiting eventuality has occurred.

**1.2 Federal Funding.** In the event, federal funds are used for payment of all or part of the rent due under this Lease:

a) LESSOR certifies, by signing this Lease, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations.

b) LESSOR and its principals shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offer or for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

c) For Leases in excess of \$150,000, LESSOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). To the extent this provision is applicable, LESSOR agrees



to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

d) For all Leases exceeding \$100,000, LESSOR certifies, by signing this Lease that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment). LESSOR must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Disclosures will be forwarded to the appropriate agencies.

**TWO. COMPLIANCE WITH THE LAW.** LESSOR shall promptly execute and comply with all statutes, rules, orders, building codes, fire codes (including but not limited to required fire extinguishers), ordinances, requirements, and regulations of the City, County, State, and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (P.L. 101-136), (42 USC Section 12101 through 12213 and 47 USC Sections 225), as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations, and underlying regulations and rules applicable to the Demised Premises. Nothing herein contained shall be construed to restrict the LESSOR from contesting the validity of any such regulations,



rule, or ordinance, provided LESSOR indemnifies LESSEE to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

**THREE. AUTHORITY.** LESSOR and TENANT understand that per Nevada Revised Statutes 331.110 the Administrator of the State Public Works Division is responsible for leasing and equipping office space for TENANT under this Lease. At no time shall LESSOR and TENANT or their agents enter into negotiations between themselves for lease terms, conditions or modifications (State Administrative Manual, 1020.0). Only LESSEE, if deemed in the best interest of the State by LESSEE, has the sole authority to select and utilize a real estate agent to represent the State in a lease, or to negotiate terms and conditions related to leased space.

**FOUR. RENT.** TENANT agrees to pay to LESSOR as and for rental for said Demised Premises the sum of:

**4.1** A monthly total of ONE DOLLAR AND 00/100 (\$1.00) from December 1, 2020 through April 30, 2021 (early occupancy period); and

**4.2** A monthly total of THREE THOUSAND TWO HUNDRED DOLLARS AND 00/100 (\$3,200.00) from May 1, 2021 through April 30, 2022; and

**4.3** A monthly total of THREE THOUSAND TWO HUNDRED DOLLARS AND 00/100 (\$3,200.00) from May 1, 2022 through April 30, 2023; and



4.4 A monthly total of THREE THOUSAND TWO HUNDRED DOLLARS AND 00/100 (\$3,200.00) from May 1, 2023 through April 30, 2024; and

4.5 A monthly total of THREE THOUSAND TWO HUNDRED DOLLARS AND 00/100 (\$3,200.00) from May 1, 2024 through April 30, 2025; and

4.6 A monthly total of THREE THOUSAND TWO HUNDRED DOLLARS AND 00/100 (\$3,200.00) from May 1, 2025 through April 30, 2026.

Rent shall be payable without notice, invoice, or demand, quarterly in advance without offset or deduction except as provided for elsewhere in the Lease on the first day of each quarter to LESSOR at its address in Section Twenty-One below. In the event the Commencement Date of this Lease is not the first day of a calendar month, the rent shall be prorated on a per diem basis for the calendar month in which the Lease Term begins. LESSEE reserves the right to renegotiate the monthly rental rates at any time throughout the lease term.

**FIVE. PROPERTY TAXES AND OPERATING EXPENSES.** It is understood and agreed between the Parties that the rent described in Section Four above, shall compensate LESSOR for TENANT'S pro rata share of any and all operating expenses attributable to the building complex, the building, or the Demised Premises. There shall be no pass-through of property tax or any type of operating expense to TENANT or LESSEE.



**SIX. UTILITIES AND SERVICES.**

**6.1 Utilities and Services Provided by LESSOR.** LESSOR, at LESSOR'S sole cost and expense, shall provide the building, common area and Demised Premises with the following utilities and services:

Unless specified to the contrary in Section 6.3 below, LESSOR shall provide and pay for the following:

a) UTILITIES. Gas, heating oil, water, sewer and electricity. Hot and cold water sufficient for drinking, lavatory, toilet and ordinary cleaning purposes.

b) HVAC SYSTEM. A heating, ventilation and air conditioning ("HVAC") system, fully equipped and of sufficient capacity to provide a comfortable, professional office environment in the Demised Premises for TENANT'S staff and office equipment. Said HVAC system shall maintain temperatures within the Demised Premises at a maximum of not less than 68° Fahrenheit in the winter and not more than 78° Fahrenheit in the summer.

c) SERVICES.

i. Trash collection, to include recycling containers, if available;

ii. Quarterly pest control (interior and exterior);

iii. Elevator service, (if applicable);

iv. Provide and service fire extinguishers and any other fire protection/prevention devices as required by governmental regulations;



v. Snow and ice removal at all times when ice is present and when snow reaches a depth of two (2) inches. Snow and ice removal shall be from, walkways, all entry and exits and any exterior stairs of building(s) in which the Demised Premises is located, and other adjacent buildings/structures regularly used by State agencies. LESSOR shall use its best efforts to have the snow and ice cleared, removed and treated prior to 8:00 a.m. Monday through Friday (except State Holidays) and if snow is on-going during the day, to continue to provide this service until 5:30 p.m.

vi. Telecommunication entrance facilities to the Building that is provisioned by the State of Nevada contracted Local Exchange Carrier.

**6.2 Normal Business Hours and After Hour Usage of HVAC and Other Services.** LESSOR shall, at LESSOR'S sole cost, provide the utilities and services detailed in Section 6.1 above, during the normal business hours of Monday through Friday between the hours of 7:00 a.m. to 7:00 p.m. and Saturday from 8:00 a.m. to 1:00 p.m. ("Normal Business Hours"). To the extent within LESSOR'S control, all utilities and services shall be available to TENANT twenty-four (24) hours a day, seven (7) days a week, except as necessary for repair and maintenance. However, in the event LESSOR determines that TENANT'S usage other than during Normal Business Hours becomes excessive, LESSOR may impose a reasonable hourly charge for TENANT'S usage of electricity, gas and water, during



those times, to be mutually agreed upon by LESSOR, LESSEE and TENANT.

**6.3 Utilities and Services Provided and Paid by TENANT.**

a) TELEPHONE/DATA. TENANT shall provide state-owned telephone and computer/data equipment and pay Industry Standard user fees for telephone/data services.

b) JANITORIAL SERVICES. TENANT shall pay for janitorial services (including paper products) for the Demised Premises.

c) UTILITIES. TENANT shall reimburse LESSOR for utilities during the early occupancy period beginning December 1, 2020 through April 30, 2021; within thirty days of receipt of invoice. LESSOR shall ensure all utilities are in working order, and/or will make any and all repairs necessary to commission building.

**SEVEN. REPAIR AND MAINTENANCE.** LESSOR, at LESSOR'S sole cost and expense, agrees to provide maintenance and make any and all major repairs of \$1,500.00 or higher necessary to keep the building and the Demised Premises in a first-class condition during the Lease Term, including but not limited to: the Building structure, structural elements and systems; public and common areas of the building; fire sprinklers and systems, fire extinguisher service, life safety and security systems (as required by governmental authorities); heating, and air conditioning; (including supply and return air ducts, grills and diffusers); flooring (including but not limited to, carpet, pad, tile, sub-floor and structural floor); window coverings; interior and exterior paint; exterior and



interior lighting (including replacement of fixtures, ballasts and bulbs); interior ceilings (including ceiling tiles and T-bars); electrical; plumbing, pipes, fixtures and equipment (except those owned by TENANT); roofing; exterior and interior walls; windows; doors; stairs; corridors; restrooms; elevator maintenance (if applicable); sidewalk repairs; landscaping maintenance; parking lot repairs; and other similar repairs required as a result of any defect or as a result of the same wearing out or becoming unserviceable or damaged through no carelessness or negligence on the part of LESSEE or TENANT. TENANT shall reimburse LESSOR for repairs and replacements to the Demised Premises which are necessary due to TENANT'S misuse or negligence. LESSEE and TENANT agree to maintain the Demised Premises and common areas in as good a state of repair as when first occupied, ordinary wear and tear, obsolescence and damage by the elements, fire or other casualty excepted. LESSEE and TENANT shall route requests for repairs and/or maintenance through the property management company or owner.

LESSOR agrees to conduct any and all repairs and maintenance to the Demised Premises, the building and common area facilities at reasonable times and without undue inconvenience to LESSEE or TENANT and for which, reasonable access shall be provided thereby. When making repairs, LESSOR shall take necessary actions to protect TENANT'S property and personnel from loss, damage and injury and to avoid disrupting TENANT'S use and occupancy of the Demised Premises. Any substantial impairment of the use or enjoyment of



the Demised Premises, the building or the parking lot that is of such extent or nature as to materially handicap, impede or impair TENANT'S use of the Demised Premises and therefore renders the Demised Premises unfit for use by TENANT in the ordinary conduct of its business shall cause the proportionate abatement and reduction in rent, by way of adjustment of rent payments, for such part of the Demised Premises as shall be rendered unusable by TENANT in the conduct of its business during the time such part is so unusable.

**EIGHT. REDUCTION OF SERVICES.** The rent and any other monies payable, if any, is based in part upon utilities, services, repairs and maintenance (hereinafter "Services") which LESSOR shall provide as described in Section Six and Section Seven above. If Services to be provided by LESSOR are interrupted (except from circumstances beyond LESSOR'S control) and the interrupted Services substantially impair and/or materially handicap TENANT'S intended use or enjoyment of the Demised Premises, TENANT'S rent and any other monies payable, if any, shall be abated proportionately for the period of interruption beginning with the date the interruption in Services began and ending when the Services are restored.

Notwithstanding the above, in the event Service is interrupted on heating, ventilation or air conditioning, and/or water, and/or sewer, and LESSOR fails to correct or commence correction within two (2) business days after receipt of written notice from LESSEE



or TENANT per Section Twenty-One below, or in the event any other Service to be provided by LESSOR is interrupted, and LESSOR fails to correct or commence correction within five (5) days after receipt of written notice from LESSEE or TENANT per Section Twenty-One below, LESSEE may authorize TENANT to either: a) cause such repairs to be made by a licensed contractor and at TENANT'S discretion, either have LESSOR billed directly by contractor (if acceptable to contractor) or TENANT may submit a paid invoice to LESSOR for reimbursement; or b) TENANT'S rent and any other monies payable, if any, shall be abated proportionately for the period of interruption beginning with the date the interruption in services began and ending when the services are restored.

LESSEE may also authorize TENANT to withhold the payment of rent and any other monies payable, if any, after giving LESSOR notices of two (2) failures to provide a particular Service within a twelve (12) month period until the problem with that Service has been adequately corrected. So as to provide LESSEE and TENANT with reasonable assurance that such interruption shall not occur again during the Lease Term. Upon the third occurrence within a twelve (12) month period, of any failure to provide a particular Service, LESSEE may, at its sole option, seek the judicial remedy of specific performance.

In the event TENANT hires a contractor to perform repairs, LESSOR shall indemnify and hold the State, LESSEE and TENANT



harmless for any liability, costs and expenses, including attorney fees that result from said repairs.

Any reimbursement due TENANT from LESSOR, shall be paid by LESSOR within thirty (30) days after receipt of invoices from TENANT. In the event LESSOR does not reimburse TENANT within thirty (30) days after receipt of invoices from TENANT, TENANT may deduct the amount due TENANT from the rental payment due LESSOR.

**NINE. SMOKING AREA.** Pursuant to NRS 202.2491, it is unlawful to smoke in public buildings. LESSOR shall furnish a designated location outdoors which may be used for smoking. No smoking shall be permitted at any entrance or exit to any public building and shall be far enough away from any public building entrance or exit so that no smoke will drift or travel into the building or be detected by any person entering or exiting a building. This location shall be safe and free from any hazardous chemicals, materials or conditions. LESSOR shall also post signs prohibiting smoking at all entrances to a building.

**TEN. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.** TENANT shall not negotiate or cause to be made any alterations, additions or improvements in or to the Demised Premises. TENANT may, at any time during the Lease Term, requisition LESSEE in writing to negotiate and arrange alterations, additions, or improvements in and to the Demised Premises by LESSOR in accordance with Section Three above. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all



applicable governmental regulations and requirements, and shall not weaken or impair the structural strength of the Demised Premises or building. All alterations, additions or improvements in or to the Demised Premises at the commencement of or during the Lease Term shall become part of the Demised Premises and the sole property of LESSOR, who will be responsible for the servicing and maintenance of said alterations. All movable fixtures installed by LESSEE or TENANT shall be and remain their property and shall not become the property of LESSOR.

**ELEVEN. PAYMENT OF TAXES AND INSURANCE.** LESSOR, at its sole cost and expense, agrees to maintain property and liability insurance on the building complex and improvements on the Demised Premises at all times during the Term of this Lease. LESSOR will pay all real property taxes or any other assessments on the Demised Premises when due, including improvements thereon during the Lease Term hereof or any renewal period.

TENANT shall maintain in force at its sole cost and expense, all risk property insurance coverage, including sprinkler leakage (if the building is equipped with sprinklers), in an amount equal to the replacement cost of TENANT'S trade fixtures, furnishings, equipment, and contents upon the Demised Premises.

The State of Nevada is self-insured for both liability and property insurance. All liability claims are handled in accordance with Nevada Revised Statutes, Chapter 41. Regarding property insurance, the State self-insures the first Five Hundred Thousand



Dollars (\$500,000.00) of each loss. Claims above that amount are commercially insured under an all risks property insurance policy.

**TWELVE. INDEMNIFICATION.** To the extent of the liability limitation set forth in NRS Chapter 41, LESSEE/TENANT hereby agrees to indemnify and hold harmless LESSOR, its successor, assigns, agents and employees from all claims, damages, losses and expenses due to TENANT negligence arising out of or resulting from the use and occupancy of the Demised Premises or any accident in connection therewith, but only to the extent caused in whole or in part by negligent acts or omissions of TENANT, its subtenants, employees or agents. The State shall not be required to indemnify LESSOR, its successors, assigns, agents and employees for any liability, claims, damages, losses or expenses relating to or arising out of this Lease to the extent caused in whole or in part by the acts, negligence or omission of LESSOR, its successors, assigns, agents, and employees, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

**THIRTEEN. CHOICE OF LAW AND FORUM.** The validity, construction, interpretation, and effect of this Lease shall be governed by the laws of the State of Nevada. The Parties agree any dispute and/or



legal proceedings regarding this Lease are subject to the sole jurisdiction of the State courts in the State of Nevada.

**FOURTEEN. WAIVER OF SUBROGATION.** LESSOR and LESSEE or TENANT hereby waive any rights each may have against the other for loss or damage to its property or property in which it may have an interest where such loss is caused by a peril of the type generally covered by all risk property insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and each party waives any right of subrogation regarding such property damage or losses, that it might otherwise have against the other party, any additional designated insured and any other tenant in the building. The Parties agree to cause their respective insurance companies insuring the Demised Premises or insuring their property on or in the Demised Premises to execute a waiver of any such rights of subrogation or, if so provided in the insurance contract, to give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

**FIFTEEN. BREACH OR DEFAULT.** In the event of any failure by LESSOR, LESSEE, or TENANT to keep and comply with any of the terms, covenants or provisions of this Lease or remedy any breach thereof, the defaulting party shall have thirty (30) days from the receipt of written notice of such default or breach within which to remove or cure said default or breach, or in the event the defaulting party is diligently pursuing the removal or cure of such breach,



a reasonable time shall be allowed beyond the thirty (30) days. In the event of breach or default by LESSEE or TENANT which is not removed or cured within the time limits set forth above, LESSOR may in addition to any other right of re-entry or possession and at LESSOR'S sole option, consider the Lease forfeited and terminated and may re-enter and take possession of the Demised Premises, removing all persons and property there from with prior notification to LESSEE so that arrangements concerning the removal of property can be made.

**SIXTEEN. ATTORNEY'S FEES.** In case suit shall be brought by LESSOR or by LESSEE or TENANT for breach of any express provision or condition of this lease, the prevailing party of such action shall be entitled to reasonable attorney's fees, not to exceed \$125.00 per hour, which shall be deemed to have accrued on the commencement of the action and shall be paid on the successful completion of that suit by LESSOR, LESSEE or TENANT whichever the case may be.

**SEVENTEEN. HOLDOVER TENANCY.** If TENANT holds possession of the Demised Premises after the expiration of this Lease or if written notice of intent to renew for any option period herein is not provided as specified, this Lease shall become a month-to-month lease on the terms herein specified. The monthly rent for each month of the first three (3) months of the holdover period shall be in an amount equal to the monthly rental immediately preceding the Expiration Date. At the expiration of this three



(3) month period and throughout the balance of the holdover period, with written notice from LESSOR per Section Twenty-One below, TENANT'S monthly rent shall increase by five percent (5%) over the monthly rent last paid by TENANT prior to the Expiration Date. Rent shall be due and payable monthly in advance on the first day of each month, and LESSEE and TENANT shall continue to be a month-to-month tenant until the tenancy is terminated by any Party hereto by delivering written notice per Section Twenty-One below, of Intent to Terminate at least thirty (30) calendar days prior to the date of termination, in which case the termination period shall commence upon delivery of written notification to terminate. In the event the termination period begins on other than the first day of a month, the rent shall be prorated on a per diem basis for the calendar months involved.

**EIGHTEEN. WAIVER.** The failure of LESSOR, LESSEE or TENANT to insist upon strict performance of any of the covenants, terms or provisions contained in this Lease, shall not be construed to be a waiver or relinquishment of any such covenant, term or provision or any other covenants, terms or provisions, but the same shall remain in full force and effect.

**NINETEEN. OPTION TO RENEW.** LESSEE shall have the option to renew this Lease for one (1) identical Lease term by giving written notice of intention to renew at least three hundred sixty-five (365) days prior to expiration of the Lease Term or any renewal period hereunder, except that the price per square foot shall be



renegotiated. Receipt of which shall be acknowledged by LESSOR in writing. The exercise of the option shall, however, not be effective nor binding on the PARTIES hereto, unless and until the same has been approved by the Nevada Board of Examiners, which may occur after the required prior written notice.

**TWENTY. REMEDIES.** The remedies given to LESSOR, LESSEE and/or TENANT shall be cumulative, and the exercise of any one remedy shall not be to the exclusion of any other remedy.

**TWENTY-ONE. NOTICES.** All notices under this Lease shall be in writing and delivered in person or sent by certified mail, return receipt requested, to LESSOR or jointly to both LESSEE and TENANT at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:

**LESSOR**

City of Ely  
501 Mill Street  
Ely, Nevada 89301  
Telephone: (775) 289-2430

**LESSEE**

State of Nevada  
Department of Administration  
Public Works Division  
Attention: Leasing Services  
515 East Musser Street, Suite 102  
Carson City, Nevada 89701  
Telephone: (775) 684-1815  
Fax: (775) 684-1817



**TENANT**

Department of Public Safety  
Highway Patrol Division / Division of Investigations  
555 Wright Way  
Carson City, Nevada 89701  
Telephone: (775) 684-4698  
Fax: (775) 684-4809

**TWENTY-TWO. SEVERABILITY.** If any term or provision of this Lease or the application of it to any person or circumstance shall to any extent determined in a legal proceedings to be invalid and unenforceable, the remainder of this Lease (or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable) shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

**TWENTY-THREE. AMENDMENT OR MODIFICATION.** This Lease constitutes the entire agreement between the Parties and may only be amended or modified with the mutual consent of the Parties hereto, which amendment or modification must be in writing, executed and dated by the Parties hereto and approved by the Nevada State Board of Examiners.

**TWENTY-FOUR. TENANT IMPROVEMENTS.** LESSOR at LESSOR'S sole cost and expense shall provide the tenant improvements detailed below and shown on **EXHIBIT "A"** attached hereto and incorporated herein. Said tenant improvement exhibits shall be initialed on all pages to show approval by LESSOR and TENANT. All tenant improvements shall be deemed acceptable upon receipt of all



pertinent governmental approvals and inspection and receipt of written approval from TENANT with copy to LESSEE.

**24.1** At the three year mark, between 36 and 39 months, the City of Ely Buildings and Grounds team will install carpet tiles in all Armory offices. Current linoleum flooring will stay in common areas.

**TWENTY-FIVE. TENANT IMPROVEMENT CHANGE-ORDERS.** TENANT agrees to pay for the additional costs arising from upgrades and or changes made at TENANT'S request to the Tenant Improvements specified in Section Twenty-Four above, and in **EXHIBIT "A"**. Any upgrades and/or changes must be made by requisition to LESSEE who will negotiate and arrange for such upgrades or changes with LESSOR. TENANT hereby agrees to reimburse LESSOR for such approved costs within thirty (30) days after: a) inspection and approval of the Improvement by TENANT; and b) receipt and approval by LESSEE and TENANT of an invoice from LESSOR detailing costs for the agreed upon upgrades and/or changes.

**TWENTY-SIX. PARKING.** During the term of the Lease, at no cost to TENANT, LESSOR shall provide a minimum of three (3) parking stalls per 1,000 square feet leased, which will be available for the use of TENANT, TENANT employees, invitees, visitors or others having business with TENANT. LESSOR is not required to enforce the use of the parking lot spaces.

**TWENTY-SEVEN. SIGNAGE.** LESSOR shall provide lobby directory signage and suite identification signage, wherein all costs



associated with the construction and installation of such signage shall be at LESSOR'S sole cost and expense.

**TWENTY-EIGHT. ASSIGNMENT OR SUBLEASE.** Upon prior written notice to and the prior approval in writing of LESSOR, this Lease may be assigned or subleased to any individual or entity, for which assignment or sublease LESSOR will not unreasonably withhold consent; it being understood by the Parties hereto that a change in tenants from one state agency to another shall not constitute an assignment or subletting.

**TWENTY-NINE. SUCCESSORS.** Except as otherwise specifically provided, the terms, covenants, and conditions contained in this Lease shall apply to and bind the heirs, successors, executors, administrators, and permitted assignees of the Parties to this Lease.

**THIRTY. ARMS LENGTH TRANSACTION.** All Parties to the LEASE hereby affirm that this is an "Arm's Length Transaction,". No party to this Lease is a family member, business associate, or share a business interest with LESSEE/TENANT or their agents. Further, there are no hidden terms or special understandings between LESSOR, LESSEE, TENANT or their agents.

**THIRTY-ONE. CAPTION AND SECTION NUMBERS.** The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe to scope or intent of any section or paragraph.



**THIRTY-TWO. PRIOR APPROVAL OF THE NEVADA STATE BOARD OF EXAMINERS.** This Lease is contingent upon prior approval by the Nevada State Board of Examiners and is not binding upon the Parties hereto or effective until such approval.

**THIRTY-THREE. COUNTERPARTS.** This Lease may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the day and year first above written.

**LESSOR**

CITY OF ELY

By \_\_\_\_\_  
Nathan Robertson  
Mayor

Date \_\_\_\_\_

**Reviewed as to form and  
compliance with law only:**

AARON D. FORD  
ATTORNEY GENERAL

By \_\_\_\_\_  
Susan K. Stewart  
Deputy Attorney General

Date \_\_\_\_\_

**Approved by:**

BOARD OF EXAMINERS

By \_\_\_\_\_  
Susan Brown  
Clerk of the Board

Date \_\_\_\_\_

**LESSEE**

STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
PUBLIC WORKS DIVISION

By \_\_\_\_\_  
Ward D. Patrick, PE  
Administrator

Date \_\_\_\_\_

**TENANT**

DEPARTMENT OF PUBLIC SAFETY

By \_\_\_\_\_  
George Togliatti  
Director

Date \_\_\_\_\_

HIGHWAY PATROL DIVISION

By \_\_\_\_\_  
Colonel Dan Solow  
Chief

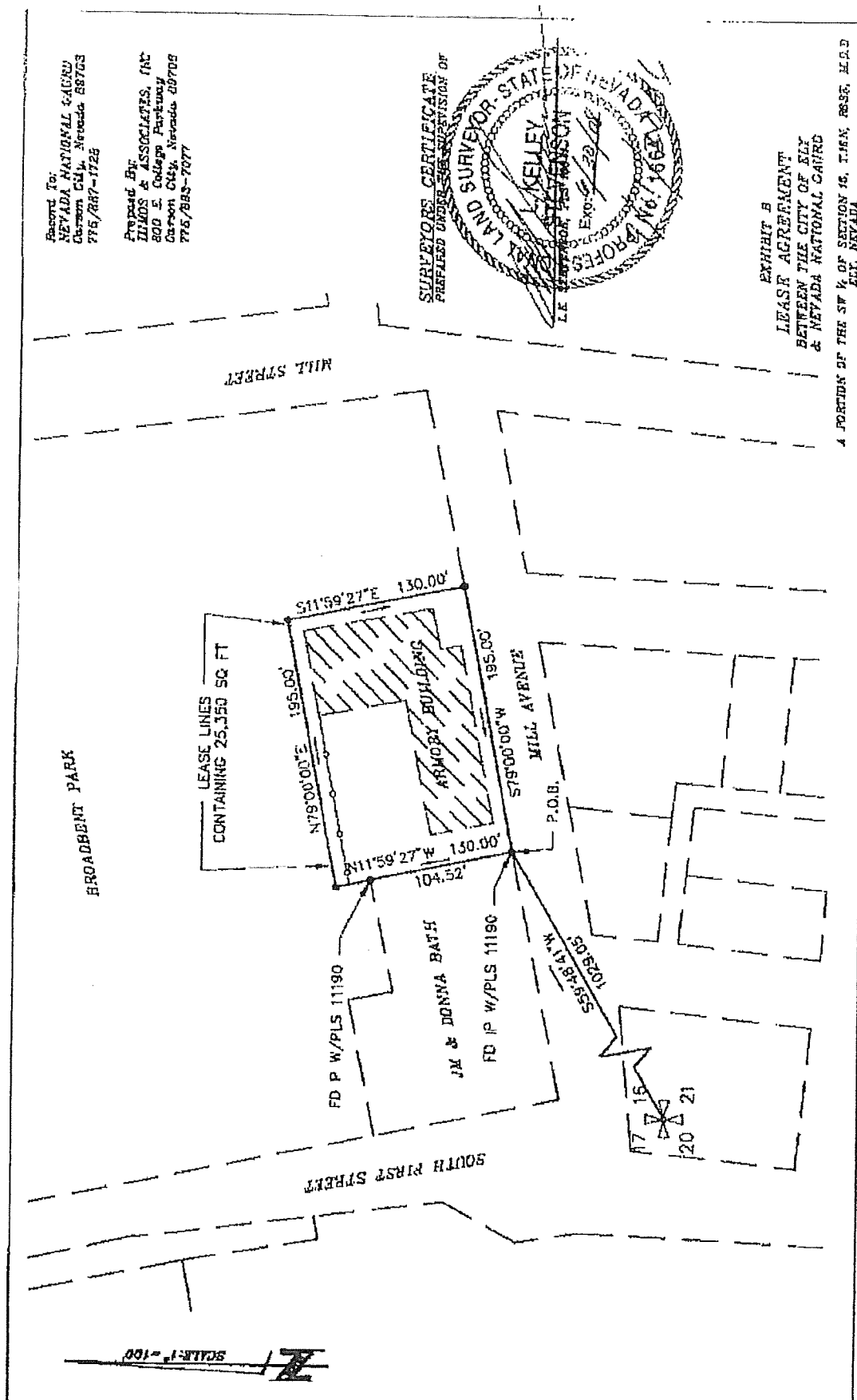
Date \_\_\_\_\_


DIVISION OF INVESTIGATIONS

By \_\_\_\_\_  
Patrick J. Conmay  
Chief

Date \_\_\_\_\_



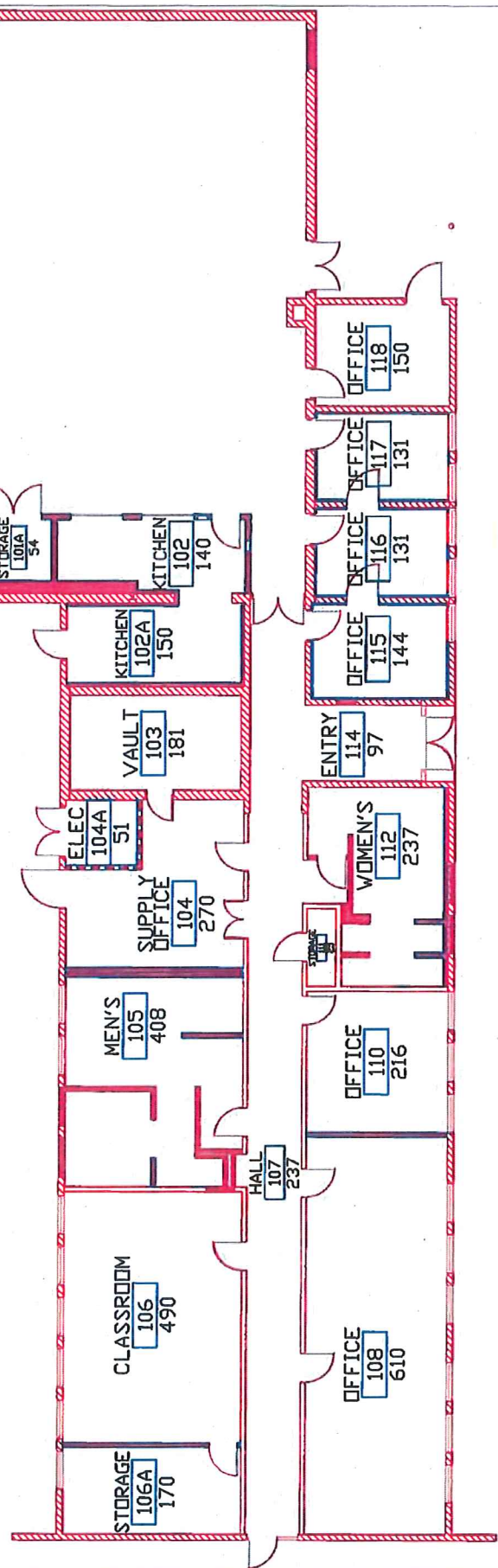


 NEVADA ARMY NATIONAL GUARD FACILITY MANAGEMENT OFFICE		
ELY ARMORY / 32A30		
Sheet: 1 OF 1	Floor: FIRST	
Gross SF: 10220	Net SF: 9495	
Unit: Det 1, 72nd MP Co.	Date: OCT 09	



KEY:  
ROOM TITLE — OFFICE  
ROOM NUMBER — 110  
SQ. FT. — 216

ASSEMBLY HALL  
101  
5156



## EXHIBIT "B"

### JANITORIAL REQUIREMENTS AND SPECIFICATIONS

Three-Days per week

Rural Areas

#### 1. GENERAL TERMS AND CONDITIONS

**1.1. Requirement of Janitorial vendor.** Janitorial vendor must be insured and licensed to do business in the State of Nevada.

**1.2. Use of State Equipment and/or State Employee's Personal Property.** The Janitorial vendor and his/her employees are strictly prohibited from using State equipment and/or a State's employee's personal property for any reason. This includes, but is not limited to, televisions, video cassette recorders, radios, tape recorders, copy machines, typewriters and computers.

**1.3. Use of State Telephones.** The use of telephones in any building will be allowed only in case of an emergency or to call the Alarm Company for the purpose of alarm ins and outs. If an employee of the Janitorial vendor uses a phone to make any personal calls the Janitorial vendor will be financially responsible, and the employee may be prohibited from entering the Premises.

#### 2. SECURITY REQUIREMENTS.

**2.1. Authorized Personnel.** Janitorial vendor's employees or agents are expected to be fully trained, competent individuals. Janitorial vendor or Janitorial vendor's employees or agents are strictly prohibited from bringing children, friends, relatives, or any other person into the Premises who is not an authorized employee of Janitorial vendor assigned to work in the Premises.

**2.2. All Exterior Doors.** During the hours of 6:00 p.m. to 6:00 a.m., all exterior doors are to be kept locked at all times and Janitorial vendor's employees are strictly prohibited from opening exterior doors for anyone. It being understood that any person authorized to enter the building(s) after normal working hours have been provided a key. An exterior door is never to be propped open for the convenience of running to the dumpster or taking care of any outside projects associated with this contract. The only exception to this rule would be if the threshold on an exterior doorway is being cleaned and Janitorial vendor's employees remain present until the exterior door is closed and locked. The Janitorial vendor's supervisor will be responsible for ensuring all exterior doors have been secured when work is completed.

**2.3. All Interior Doors.** During the hours of 6:00 p.m. to 6:00 a.m. all interior doors that have locks are to be locked and unnecessary lighting is to be turned off after completion of the work in an immediate area. An area is not to be left unsecured at any time. The Janitorial vendor's supervisor will be responsible for ensuring all interior doors have been secured when work is completed.

**2.4. Building Keys, Alarm Code and Proximity Card Care.** The Janitorial vendor shall be fully responsible for the protection of all keys, proximity cards, and alarm codes furnished to Janitorial vendor. The Janitorial vendor shall notify the Property Manager in writing when any of Janitorial vendor's employees resigns, is terminated or is moved to another facility. Should the key(s) or proximity cards allotted to Janitorial vendor become lost or stolen, or if the corresponding locks have to be re-keyed, the Property Manager may reissue keys, proximity cards, locks and alarm codes at Janitorial vendor's expense.

#### 3. PROJECT SPECIFICATIONS.

**3.1. Hours of Service.** All normal, routine service, inspection work and cleaning of building is to be completed **three (3) days per week, Sunday, Tuesday, and Thursday, between the hours of 6:00 p.m. to 6:00 a.m.,**  
**except for emergency call back services.**



- 3.2 Required Notice to Tenant for Special Projects. The Property Manager shall notify Tenant in writing, three (3) business days prior to any quarterly, semi-annual or annual project being started. This includes floor stripping and waxing, sealing of tile, carpet cleaning, light diffuser cleaning and window washing.

#### 4. CLEANING SPECIFICATIONS.

**GENERAL OFFICE AND PUBLIC AREAS.** \*NOTE: Computer keyboards and monitors, typewriters and calculators are not to be cleaned in any manner by the Vendor's employees. The users of this equipment will be responsible for their cleaning. Also, desks and work surfaces that are not cleaned-off shall not be cleaned.

##### **A. OFFICES AND PUBLIC AREAS**

- 4.1. **Trash from Wastebaskets/Trash Receptacles** and other waste material labeled as trash must be removed from the building. All trash is to be put in large plastic trash bags. These bags will be sealed and disposed of in the large green dumpsters provided. Recycle paper in white boxes/bins throughout the building are to be put into the white recycle dumpsters, where available, on the complex. Trash receptacles shall always have plastic liners in them and are to be cleaned whenever there has been a liquid spill in the receptacle or if the liner has slipped and food or other particles are on the wastebasket. Plastic liners are to be replaced at least once a week or daily if organic matter or stench is present.
- 4.2. **Thoroughly Vacuum all Exposed Carpeted Areas.** This will include all offices, public areas, and traffic areas including all corridors and pathways within office areas. All throw rugs are to be vacuumed nightly also. The only vacuum that will be acceptable in any State occupied building will be a vacuum equipped with a HEPA filtration system that meets all State and Federal legal requirements. All vacuums must have a minimum of a 12 Amp motor and be equipped with a brush with a minimum rpm of 1,000 to 1,200 for effective cleaning. All back packs that will be used to clean the modular furniture must also have a HEPA filtration system in them and all equipment will be subject to inspection and approval by the Lessor/Property Manager.
- 4.3. **All Carpet Areas are to be Spot Cleaned.** During normal service hours, Vendor shall use its best efforts to remove stains from carpets, throw rugs and other flooring material. The following process will take place anytime a carpet gets a stain of any type. The affected area will be vacuumed, and a spot cleaner applied to remove the stain. *If this does not eliminate the stain the Vendor shall notify the Lessor/Property Manager, the very next business day Monday through Friday 7:00 a.m. to 5:00 p.m.*
- 4.4. **Dusting.** It being understood that the following requirements cannot be completed daily throughout the entire building, however, Vendor shall schedule daily work so that the requirements are completed through-out the entire building each week. Dust and remove fingerprints from all exposed furniture tops and sides, including but not limited to, desks, chairs, tables, lamps, doors, filing cabinets, shelving, windowsills, pictures, door frames, ledges, modular furniture, soda machines, candy machines, appliances, paper shredders and partial partitions. This task will be accomplished in a manner that does not disturb any of the objects that are on the surface.
- The only exception will be if a desk or table has a note asking that the surface not be cleaned. A complete cleaning and polishing of these surfaces will be done any time the surface is clear of all objects. Walls and doors are to be kept clean and free from spots and handprints. The kick plates at the bottom of any door also will be cleaned daily. **NOTE!** *It is to be understood that janitors are never to wedge a door open in the jamb/hinge area.* The Vendor will be responsible for the cost for repairing the damaged doors due to this practice. All doorways and/or entrances will be manually swept thoroughly every day.
- 4.5. **Clean, Sanitize and Polish Drinking Fountains.** Clean, polish and sanitize drinking fountains to present a finish with no streaks, smudges and watermarks. Drinking fountains are to be polished with a stainless-steel polish.



- 4.6. **Customer Service Counters.** Clean all customer service counters daily with a damp cloth or sponge using a disinfectant. After washing the counters, they are to be dried to ensure that the counters are not sticky or streaked from the cleaner used.

**B. RESTROOMS, LOCKER ROOMS AND SHOWER ROOMS.**

Cleaning of all restrooms, locker rooms and shower rooms are a high priority and are to be cleaned and serviced on a daily basis. All fixtures, floors, walls and stall dividers are to be "cleaned" with an approved cleaner/disinfectant that will not harm finishes and shall dry completely streak-free and stain free nightly. Stock piling of refill supplies in the areas of these dispensers is not permitted. *The term "CLEAN" as defined here will be construed to mean that no film, odor, stain, dust, lint, or spot can be detected on floors, walls, partitions, ledges, trim, doors, moldings, or fixture within these restrooms, locker rooms and shower rooms.*

- 4.7. **Soap Dispenser Care.** Refill soap dispensers to maximum capacity every night. The chrome is to be polished and is to be streak free. Broken soap dispensers are to be reported to the Lessor/Property Manager or replaced the very next business day.
- 4.8. **Trash Receptacle/Waste-Can Care.** Empty trash containers, polish stainless steel, wipe out inside and replace the liner nightly. The containers are never to be streaky or smudged.
- 4.9. **Mirror and Glass Care.** Wash all mirror surfaces with glass cleaner. At no time are mirrors to be left streaky or with smudges on them. The stainless around the mirror will be dusted nightly and polished where applicable.
- 4.10. **Clean, Polish and Sanitize Urinals.** All porcelain is to be cleaned with a disinfectant, thoroughly and streak free, inside and outside, top and bottom side. All stainless steel, where applicable, is to be polished. Urinals are to have a rubberized pad without a disinfectant block. These pads will be lifted out nightly, by the vendor's staff, cleaned under and then replaced. *NOTE! The drain pads are to be replaced on the first of every month. Pads must be dated on the downside with a permanent ink pen when they are placed.*
- 4.11. **Toilet Paper Dispenser Cleaning/Re-Filling.** All toilet paper dispensers are to be checked and refilled daily. If at the end of the day, a roll of toilet paper is 1/3 one third or less it is to be replaced and the partial roll left next to the dispenser. The dispensers are to be cleaned with a disinfectant and streak free. All stainless steel, where applicable, is to be polished. *Note! The only paper that will be considered acceptable will be a quality white 2-ply.*
- 4.12. **Sanitary Napkin Depositories, Cleaning and Lining/Bagging.** In the ladies' rest rooms all sanitary napkin depositories are to be checked and emptied nightly. The units are to be wiped outside and inside with a disinfectant cleaning solution and streak free. If bags are used, they are to be replaced. *Note! The only bag that will be acceptable will be a quality brown wax paper coated bag.*
- NOTE!* Toilets and urinals will be checked randomly with a black light to expose areas that have not been cleaned properly with a disinfectant. This check will be randomly done during inspections and improperly cleaned toilets and urinals can cause a failure of the inspection.
- 4.13. **Floor drains.** Floor drains are to be flushed with an approved disinfectant type solution.

**C. EMPLOYEES LOUNGE AND BREAK ROOM:**

**FOOD AREAS.** Cleaning of all lunchrooms (excluding appliances, dishes, and utensils) and breakrooms are a high priority and are to be cleaned with approved cleaners and disinfectants that will not harm finishes. All floors, tables, cabinets, counters, and windows are to be cleaned according to cleaning instructions included in the daily, weekly, monthly, and quarterly detailed instructions.



## 5. WEEKLY PROCEDURES:

### A. OFFICES AND PUBLIC AREAS

- 5.1 **Weekly Vacuuming.** In addition to the daily specifications above, one time per week, all carpet edges, accessible carpet beneath furniture and carpet beneath light, movable furniture shall be thoroughly vacuumed. The 'carpet edge' is defined as the area from the cove to one and a half inches away from the wall. This will be accomplished with a vacuum with a hose attachment or a back-pack vacuum. It is to be understood that the only area that the back-pack vacuum will be considered permissible in any State building will be in very tight corners, along the edges of any carpet area, when vacuuming the modular furniture, when cleaning blinds and under equipment.
- 5.2 **Weekly Cleaning.** Spot clean to remove all spots and marks from walls, around light switches, doorknobs, and door jambs. All HVAC supply and return air vents are to be kept clean and free of dust, webs, and build-up that is visible. If necessary, the process will include, but is not limited to, removing and washing the registers to insure the required clean look. All surrounding areas of all wall and ceiling vents will be cleaned of any/all dust and/or residual discoloration. Janitorial sinks are to be cleaned with a disinfectant solution inside and outside. All floor drains are to be flushed out with a disinfectant solution. All stairwells in the building are to be dust mopped then wet mopped. The stairs are to be left clean with no film or streaky finish from the cleaning solution.
- 5.3 **Weekly Hard Floor Care.** Vinyl Composition Tile (VCT), Linoleum.
- Step 1. All floors shall be dust mopped.
  - Step 2. Damp mop using cool, clean, water with a neutral cleaner.
  - Step 3. Spray buff using a high-speed floor machine to achieve a wet-look finish. If an area does not buff-up to a wet-look finish, it will be necessary to add a coat of the floor finish that has been approved and then re-buff the area. This will be repeated until the required wet look finish is present.
  - Step 4. Dust mop again to pick up any particles left from burnishing. Upon completion of weekly routine work, all floors will be free of dust, dirt, film streaks, debris, and standing water. Vinyl Composition Tile (VCT) and linoleum will present a uniform wet look appearance when dry. There should not be a visible build-up of wax, dirt or discoloration around the edge of the hard floor where it meets the cove molding, nor at any corners or door jambs.
- 5.4. **Floors will be maintained** in such a manner as to promote longevity and safety. Upon completion of the work, all floors will be left in a clean, orderly and safe condition. Floor finish is understood to be a protective coating, as well as a safety (non-slip) factor, and will be applied to all tile surfaces without fail, regardless of the tile type.
- **Sealed concrete:** Dust mop and wet mop until no streaks are visible
  - **Hardwood Floors:** Shall be vacuumed using a hard floor attachment to remove dirt and debris from cracks. Then shall be damp mopped, not wet mopped using 2 ounces per gallon of Pacific Cleaner.
  - **Polished marble or Granite:** Mop with neutral ph cleaner specifically for stone and buff with white pad.
  - **Terrazzo:** Mop using water-based terrazzo cleaner.
  - **Brick and Tile:** Auto scrub using a nylon grit brush.
- 5.5 **Floors will be maintained Rubberized Mat/Carpets Care.** Lessor/ Property Manager provide rubberized/ carpet mats. Vacuum with the HEPA vacuum all rubberized/carpet mats. If mats are stained or have a dirty appearance after vacuuming, the Lessor/Property Manager is to be notified the



next business day.

- 5.6 Stairwell Interior and Exterior.** All stair wells are to be dust mopped then wet mopped with an appropriate cleaning solution. All handrails are to be cleaned with an appropriate cleaner. The stairwells are to be left free of any film or streaky finish from the cleaning solution used. If a spill of any kind is found in a stairwell it is to be cleaned up immediately. All trash and debris are to be removed nightly. Vendor is to notify the Lessor/Property Manager of any problems in the stairwells by 8:30 a.m. the next business day.

## **6 QUARTERLY PROCEDURES:**

- 6.5 Upholstered Surface Care.** Vacuum with a HEPA vacuum all upholstered surfaces including but not limited to, modular furniture with cloth walls, chairs, couches, benches, ottoman, etc.

- 6.6 Quarterly Hard Floor Care.** Vinyl Composition Tile (VCT), Linoleum.

- Step 1.** Strip floors of old wax and floor finish by going over the floor completely several times using a floor machine equipped with a stripping pad.
- Step 2.** Apply two coats of sealer to all VCT and Linoleum floors allowing each coat to dry before applying the next coat of sealer.
- Step 3.** (a) Re-coat Tile (lobby floors) with appropriate floor finish acceptable to the Lessor/Property Manager.  
(b) Re-coat VCT and linoleum floors with three coats of non-slip wax.
- Step 3.** Burnish using a high-speed floor machine to achieve a wet-look finish. If an area does not buff-up to a wet-look finish, it will be necessary to add a coat of the appropriate finish that has been approved and then re-buff the area. This will be repeated until the required wet look finish is present. Upon completion of the quarterly work, all floors will be free of dust, dirt, film streaks, debris, and standing water. Vinyl Composition Tile (VCT) and linoleum present a uniform wet look appearance when dry. There should not be a visible build-up of wax, dirt or discoloration around the edge of the hard floor where it meets the cove molding, nor at any corners or door jambs.

Floors will be maintained in such a manner as to promote longevity and safety. Upon completion of the work, all floors will be left in a clean, orderly and safe condition. Floor finish is understood to be a protective coating, as well as a safety (non-slip) factor, and will be applied to all tile surfaces without fail, regardless of the tile type.

## **8. SEMI-ANNUAL PROCEDURES:**

- 8.1. Windows:** All interior and exterior windows of the building shall be cleaned twice (2) times per year. The cleaning shall be scheduled in the Fall and Spring. Clean windows will be defined as follows. There are to be no; streaks, smudges, water spots, fingerprints, dirt/mud or other foreign matter on the surface of any glass upon completion of this service. Any ground level windows or glass less than twelve (12') feet in height may be cleaned by the Janitorial contractor. Any windows or glass higher than twelve (12) feet above ground level will require a licensed Window Cleaning sub-contractor. The Vendor will be responsible for arranging the Window Cleaning Contract as well as the cost of the window cleaning contract.

- 8.2. Carpet Cleaning.** All carpet shall be cleaned two (2) times annually. Cleaning must be scheduled and approved in writing by the Lessor/Property Manager prior to work being done. Work will be inspected and approved after completion. All carpet areas are first to be vacuumed with a HEPA vacuum thoroughly and then steam cleaned. Carpets will be cleaned using a licensed and bonded carpet cleaning company. The only cleaning method that will be acceptable will be by a truck mounted system, utilizing STEAM/ HOT/WATER EXTRACTION. Any other system or method must have



prior approval of the Lessor/Property Manager. Proper cleaning will result in carpets free from all types of soil, dry dirt, water soluble soils, and petroleum-soluble soils. All carpet will be uniform in appearance when dry and vacuumed.

Shampoo all carpeting throughout the building including corridors, lobby area entrances, meeting rooms and offices. Work will commence no later than 30 days after the scheduling and coordination through the Lessor/Property Manager representative using an approved carpet cleaning vendor verified as acceptable in writing by the property managers representative.

- 8.3. **Carpet Cleaning.** **Base Cove and Wainscot Care.** Wipe down/clean all base-cove wainscots throughout the building. The cleaner used should leave a desirable luster. Vendor to consult with the Lessor/Property Manager on the proper cleaner to use.

9. **ANNUAL PROCEDURES:**

- 9.1. **Window Blinds.** All window blinds will be cleaned using a HEPA vacuum with a blind cleaning attachment. All blinds will be cleaned annually; Lessor/Property Manager is to be notified upon completion.



# ANIMAL CONTROL MONTHLY REPORT – August, 2020

	CALLS	CITATIONS		CALLS	CITATIONS
ELY	12	2	CROSS TIMBERS	1	
			McGILL	3	
			RUTH		
			LUND		
			BAKER		
			MISC.COUNTY	6	
TOTAL ELY	12	2	TOTAL COUNTY CALLS	10	

ELY STATS	NUMBER
# OF CATS IMPOUNDED	1
# OF DOGS IMPOUNDED	2
# OF CATS EUTHANIZE	
# OF DOGS EUTHANIZE	
DOG BITE	3
TOTAL ACTIVITY - CITY	

COUNTY STATS	NUMBER
# OF CATS IMPOUNDED	2
# OF DOGS IMPOUNDED	6
# OF CATS EUTHANIZE	1
# OF DOGS EUTHANIZE	1
DOG BITE	2
TOTAL ACTIVITY - COUNTY	

FEES	ACTUAL	TOTAL	FEES	ACTUAL	TOTAL
DOG ADOPTIONS \$60.00			DOG ADOPTIONS \$60.00		
CAT ADOPTIONS \$5.00			CAT ADOPTIONS \$5.00		
OWNER SURRENDER \$10.00	2	\$20.00	OWNER SURRENDER \$10.00	3	\$30.00
IMPOUND FEE DOG			IMPOUND FEE DOG		
1st Offense \$50.00	1	\$50.00	1ST OFFENSE* \$50.00	1	\$50.00
2nd Offense \$100.00			2ND OFFENSE* \$100.00		
3rd Offense \$150.00			3RD OFFENSE* \$150.00		
plus \$10.00 per day after first 24 hours	3	\$30.00	plus \$10.00 per day after first 24 hours		
IMPOUND FEE CAT \$10.00			IMPOUND FEE CAT \$10.00		
plus \$10.00 per day after first 24 hours			plus \$10.00 per day after first 24 hours		
QUARANTINE @ \$25.00 per day			QUARANTINE @ \$25.00 per day	10	\$250.00
TOTAL COLLECTED - CITY		\$100.00	TOTAL COLLECTED - COUNTY		\$330.00

## CITATION ISSUED ANIMAL CONTROL -August, 2020

City	County
Violation and Code	Fine Amount # Issued
Keeping Livestock in City - 5-3A-1(B)	\$25.00
Livestock Running at Large - 5-3A-3*	\$25.00
Cruelty to Animals - 5-3A-4*	\$25.00
No rabies Vaccination - 5-3A-6 (C) *	\$25.00
Failure to Permit - Trapping - 5-3A-7 *	\$25.00
Interference with Animal Control Officer - 5-3B-3(B) or (C)	\$250.00
Unlawful Removal of Animal from Animal Control Facility - 5-3B-3(D)	\$250.00
Exceeds Number of Animals - 5-3B-4 (E)	\$250.00
Licensed Required - 5-3B-5 (per animal)	\$125.00
Dog Running At Large - 5-3B-6(C) (1st Offense - per animal)	\$100.00
Dog Running at Large - 5-3B-6(C) (2nd Offense - per animal)	\$200.00
Dog Trespassing - 5-3B-7*	\$25.00
Dangerous Dog - 5-3B-12 *	\$25.00
Barking Dog - 5-3B-13 (B)	\$25.00
Cruelty to Animals - 5-3B-16*	\$300.00
Livestock Running at Large - 8.04.030(f)*	\$25.00
Too Many Dogs - 8.04.030(f)*	\$250.00
Failure to License - 8.04.040 *	\$125.00
Running at Large - 8.04.060*	\$100.00
Dog Trespassing - 8.04.070*	\$25.00
Dogs In County Park - failure to clean up - 8.04.075(d) (civil penalty only)	\$25.00
Dangerous Dog - 8.04.120*	\$25.00
Barking Dog - 8.04.130*	\$25.00
Unlawful use of License - 8.04.170*	\$25.00
Cruelty to Animal - 8.04.180*	\$25.00
County tickets issued to Justice Court for adjudication	

\* indicates a misdemeanor punishable by up to \$1,000.00 fine plus assessments and up to 180 days in jail - 5-3B-22

\* indicates a misdemeanor punishable by up to \$1,000.00 fine plus assessments and up to 180 days in jail - 8.04.250

Permit # Range: ALL  
City or County: CITY  
Issue Date Range: 08/01/20 - 08/31/20  
Expire Date Range: ALL  
Open(O)/Closed(C): ALL  
Construction Type: ALL  
Contractor Lic #: ALL  
Outstanding Fees: ALL

Permit#	Owner Name	Property Location	Issue Date	Permit Fee	Plan Rvw Fee	Fuel Fee	Total Fees	Total Owed
2020-147	MEECHAM, GERALD R & LOIS A TST	359 NEVADA AVENUE	8/04/20	111.25	.00	.00	111.25	.00
2020-148	RONDEAU, ALFRED & LINDA	2295 NORTH STREET	8/06/20	109.44	.00	.00	109.44	.00
2020-149	BARTH, RICHARD A	409 ELY AVENUE	8/11/20	125.25	.00	.00	125.25	.00
2020-150	GROVES, SHARON E	855 AVENUE K	8/11/20	139.25	.00	.00	139.25	.00
2020-154	BACKHAUS, STEVEN & VALERIE	1230 AVENUE C	8/14/20	90.00	.00	.00	90.00	.00
2020-155	BRITTAIN, KAREN D	825 AVENUE I	8/14/20	97.25	.00	.00	97.25	.00
2020-156	SWETCH, TIFFANY	900 AVENUE H	8/14/20	125.25	.00	.00	125.25	.00
2020-157	CUNNINGHAM, GILBERT L & KIMBERL	1100 MILL STREET	8/14/20	167.25	.00	.00	167.25	.00
2020-161	KANSAS HOMES SOLUTIONS LLC	450 5TH STREET	8/17/20	251.25	.00	.00	251.25	.00
2020-162	KANSAS HOME SOLUTIONS, LLC	648 MURRY STREET	8/17/20	251.25	.00	.00	251.25	.00
2020-163	KANSAS HOME SOLUTIONS, LLC	1381 MILL STREET	8/17/20	50.95	.00	.00	50.95	.00
2020-164	KANSAS HOMES SOLUTIONS LLC	318 ELY AVENUE	8/17/20	1,105.63	.00	.00	1,105.63	.00
2020-165	CAVIGLIA, JOHN T	1 CAVIGLIA DRIVE	8/18/20	422.05	274.33	.00	696.38	.00
2020-166	JONES, LEE O & GIOVANNA	5 CARSON COURT	8/19/20	167.25	.00	.00	167.25	.00
2020-167	MCNAY, DAVID G & VIOLA J	310 ELY AVENUE	8/20/20	90.00	.00	.00	90.00	.00
2020-169	THOMAS, SCHYLER	364 STEVENS AVENUE	8/28/20	154.00	.00	.00	154.00	.00
2020-172	EVERS, SCOTT D & DARCEY K	125 J V WALKER STREET	8/31/20	139.25	.00	.00	139.25	.00
Total Selected Permits 17		Total Fees:	3,596.57	274.33	.00		3,870.90	

White Pine County Building Permits  
Selected Permit Listing  
Permit # Range: ALL  
City or County: COUNTY  
Issue Date Range: 08/01/20 - 08/31/20  
Expire Date Range: ALL  
Open(O)/Closed(C): ALL  
Construction Type: ALL  
Contractor Lic #: ALL  
Outstanding Fees: ALL

Permit#	Owner Name	Property Location	Issue Date	Permit Fee	Plan Rvw Fee	Fuel Fee	Total Fees	Total Owed
2020-151	GLEAVE, RUSSELL R	29 THIRD STREET	8/11/20	125.25	.00	27.84	153.09	.00
2020-152	WINES, MICHAELINE	3389 NORTH 11TH WEST STREET	8/11/20	223.25	.00	24.36	247.61	.00
2020-153	CARTER, PHILIP J/JAMES GRIFFIN O	0	8/13/20	54.00	.00	40.60	94.60	.00
2020-158	CRINER, JAMES S & JANET M	2795 NORTH SR 490	8/14/20	125.25	.00	19.72	144.97	.00
2020-159	LILLY, JERMEY F	2 A NORTH SECOND STREET	8/14/20	111.25	.00	27.84	139.09	.00
2020-168	WHITE PINE COUNTY COMM/MCGILL	2 NORTH FOURTH STREET	8/27/20	1,111.35	722.38	.00	1,833.73	.00
2020-170	CALDERWOOD, WILLIAM L	1060 EAST 199TH NORTH STREET	8/28/20	154.00	.00	8.12	162.12	.00
2020-171	GARCIA, ANSELMO JR	107 FOURTH STREET	8/31/20	482.65	313.72	41.76	838.13	.00
Total Selected Permits 8			Total Fees:		2,387.00	1,036.10	190.24	3,613.34

# August 2020

August 2020							September 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30			
30	31												

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 26	27	28	29	30	31	Aug 1
	3 9:00am Bristlecone Apts-M 2:00pm Wallace	4 9:00am Hayden	5 Finding of Facts to DH 10:00am Taylor 3:00pm Bath-Barney	6 9:00am Dolan 11:00am Bath-Barney	7	8
2						
9 Jennifer Drew's Birthday	10 Plan Reviews	11 Finding of Facts 9:00am Harmon 2:00pm Reynoso 3:00pm Bath-Barney	12 County Commission Meeting Planning Commission 10:00am	13 City Council Meeting 1:00pm Baker Ranches	14 9:00am Herndon mtg 10:00am Barth 10:30am Kramm 2:00pm Wines	15
16	17 8:00am Bristlecone Apts- 9:00am Learning Bridge	18 9:00am Boyd	19 RPC Meeting	20 8:00am Charter Schoo	21 8:30am Bristlecone Apts 9:00am WP Glass 11:00am Fullmer/Sumrall	22
23	24 Public Hearing 8:30am Steptoe Farms 2:00pm Ashby 2:30pm Kramm	25 Finding of Facts to DH's-Herndon, Campbell, NV U-Stor	26 County Commission Meeting	27 City Council Meeting 9:00am Senior Center 11:00am Bath-Barney	28 8:30am Griffin 9:30am At&T/Hendrix 2:00pm Taylor 3:00pm Fullmer/Sumrall	29
30	31 Certified Letters sent-Herndon, Campbell, NV U-Stor 8:30am Charter School	Sep 1	2	3	4	5

WHITE PINE COUNTY – MISC. REVENUE (OTHER THAN ISSUED BUILDING PERMITS) FOR AUGUST 2020

PARCEL MAP-HORTON	\$300
HOME OCCUPATIONS	\$225
RE-ZONING APP-HERNDON	\$620

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TOTAL	\$1,145
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CITY OF ELY – MISC. REVENUE (OTHER THAN ISSUED BUILDING PERMITS) FOR AUGUST 2020

RE-ZONING APP-CAMPBEL	\$840
RE-ZONING APP-MARTIN	\$730

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TOTAL	\$1,570
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# CITY OF ELY PERMITS

2020-147	Meecham	Roof
2020-148	Rondeau	Electrical
2020-149	Barth	Roof
2020-150	Groves	Roof
2020-154	Backhaus	Demolition
2020-155	Brittain	Roof
2020-156	Swetich	Roof
2020-157	Cunningham	Roof
2020-161	Kansas Homes Sol.	Remodel
2020-162	Kansas Homes Sol.	Remodel
2020-163	Kansas Homes Sol.	Remodel
2020-164	Kansas Homes Sol.	Remodel
2020-165	Caviglia	Addition
2020-166	Jones	Siding
2020-167	McNay	Demolition
2020-169	Thomas	Electrical
2020-172	Evers	Roof



## Jennifer Lee

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**From:** Miller, John R <jrmiller@blm.gov>  
**Sent:** Monday, August 24, 2020 9:23 AM  
**To:** jlee@elycity.com  
**Cc:** Gault, Andrew M  
**Subject:** BLM seeking a letter of support for SPLMA Rd. 18 large recreational project.

Jennifer, I am John Miller the Recreation Planner here at the Bureau of Land management. We are putting in for a SNPLMA RD 18 Grant proposal for a large Recreational Project just North of ELY. The Project includes upgrading the Garnet Hill and Egan Crest recreation Areas. Garnet Hill will have an engineered road from the Ruth Junction that will allow all vehicles safe access. Both recreation areas will have new camping facilities and enlarged parking areas. There will also be a system of constructed and existing motorized and non-motorized trail system that will be connected to each area and to the city of Ely. If the proposal is approved, the BLM would invite the City of Ely to be involved in the planning process at a level the City would like to participate in. This is a great opportunity to improve our recreational assets in our community.

Any questions, please contract me at  
John Miller, Outdoor Recreation Planner  
(775)289-1834  
jrmiller@blm.gov

## Jennifer Lee

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**From:** Caroline McIntosh <carolinemcintosh@live.com>  
**Sent:** Monday, August 17, 2020 4:11 PM  
**To:** JenniferLee; Elizabeth Frances  
**Subject:** Fw: Fiber Estimates

Kevin is fabulous!!!

---

**From:** Kevin Hayes <KH Hayes@atni.com>  
**Sent:** Monday, August 17, 2020 4:03 PM  
**To:** Caroline McIntosh <carolinemcintosh@live.com>  
**Subject:** RE: Fiber Estimates

Caroline:

Here are the rough estimates you requested. These represent our estimated capital cost to deliver fire to the premise for each location.

Of course, full engineering will need to be done to create true numbers, but I am confident this is the outside edge of the budget.

City Hall Estimate	
<i>Estimate Total</i>	\$188,487.60

Public Safety Estimate	
<i>Estimate Total</i>	\$1,476.00

VFD	
<i>Estimate Total</i>	\$1,343.70

Armory Estimate	
<i>Estimate Total</i>	\$49,645.62

Fire Dept Estimate	
<i>Estimate Total</i>	\$40,011.84

Ely Court Annex Estimate	
<i>Estimate Total</i>	\$42,032.88

Please let me know if you need additional information.

Kindest Regards

Kevin Hayes  
VP, Enterprise Sales  
ATN International, Inc. (NASDAQ: ATNI)  
6220 McLeod Drive, Suite 100  
Las Vegas, NV 89120  
Phone: 702-936-8220  
[Khayes@atni.com](mailto:Khayes@atni.com)

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**From:** Caroline McIntosh [mailto:carolinemcintosh@live.com]  
**Sent:** Sunday, August 16, 2020 9:12 PM  
**To:** Kevin Hayes <KH Hayes@atni.com>  
**Subject:** Fiber Estimates

## 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
9740	BASIN ENGINEERING CORP	1712043-24	NDOT Project	08/14/2020	1,309.68	.00	
9740	BASIN ENGINEERING CORP	1712043-24	ENGINEERING	08/14/2020	616.32	.00	
9740	BASIN ENGINEERING CORP	1904010-10	CDBG - Murry Street Phase I	08/14/2020	8,390.00	.00	
Total 9740:					10,316.00	.00	
14544	PETERSON, JEREMIAH & LISA	2020-112	REFUND BUILDING PERMIT	06/24/2020	3,073.07	.00	
Total 145441:					3,073.07	.00	
Grand Totals:					13,389.07	.00	

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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City Recorder: \_\_\_\_\_

City Clerk: \_\_\_\_\_

## 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
42	AIRGAS	9972906657	2817069	07/31/2020	18.43	.00	
42	AIRGAS	9972908438	2817069	07/31/2020	323.84	.00	
Total 42:					342.27	.00	
14393	AMAZON CAPITAL SERVICES	082020	ACCT - ABUXEUECNFOGG	08/20/2020	181.99	.00	
14393	AMAZON CAPITAL SERVICES	14MJ-QM11-P	ACCT - ABUXEUECNFOGG	08/23/2020	866.99	.00	
Total 143931:					1,048.98	.00	
14552	ARIZONA LINE WORKER LLC	081220	REFUND HYDRANT & METER D	08/12/2020	2,200.00	.00	
Total 145521:					2,200.00	.00	
350	AT&T	080120	160 331-2224 555 1	08/01/2020	176.07	.00	
350	AT&T	080120	160 331-2224 555 1	08/01/2020	176.06	.00	
Total 350:					352.13	.00	
10490	AT&T GLOBAL SERVICES	1272333913	1001-238-0381	08/01/2020	4.78	.00	
10490	AT&T GLOBAL SERVICES	1272337247	1800-011-1528	08/01/2020	3.27	.00	
10490	AT&T GLOBAL SERVICES	1272337247	1800-011-1528	08/01/2020	3.26	.00	
10490	AT&T GLOBAL SERVICES	1272337247	1800-011-1528	08/01/2020	3.26	.00	
10490	AT&T GLOBAL SERVICES	1272337247	1800-011-1528	08/01/2020	3.26	.00	
Total 10490:					17.83	.00	
11240	AT&T U-VERSE	080720	136257321	08/07/2020	91.06	.00	
11240	AT&T U-VERSE	081420	134847921	08/14/2020	18.39	.00	
11240	AT&T U-VERSE	081420	134847921	08/14/2020	18.38	.00	
11240	AT&T U-VERSE	081420	134847921	08/14/2020	18.38	.00	
11240	AT&T U-VERSE	081420	134847921	08/14/2020	18.38	.00	
Total 11240:					164.59	.00	
440	BATH LUMBER	JULY 2020	15737	07/31/2020	4.49	.00	
440	BATH LUMBER	JULY 2020	15737	07/31/2020	15.60	.00	
440	BATH LUMBER	JULY 2020	15737	07/31/2020	64.11	.00	
440	BATH LUMBER	JULY 2020	15737	07/31/2020	44.03	.00	
440	BATH LUMBER	JULY 2020	15737	07/31/2020	117.02	.00	
440	BATH LUMBER	JULY 2020	15737	07/31/2020	32.91	.00	
440	BATH LUMBER	JULY 2020	15737	07/31/2020	76.31	.00	
Total 440:					354.47	.00	
4790	BATTLE BORN MEDIA, LLC	E20-0814206	LEGAS AD	08/14/2020	44.50	.00	
4790	BATTLE BORN MEDIA, LLC	E20-0814208	LEGAL AD	08/14/2020	36.00	.00	
Total 4790:					80.50	.00	
10874	BEST LIFE AND HEALTH INSUR	4962698	53473506	08/01/2020	3,269.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10874:					3,269.50	.00	
14545	BOYS & GIRLS CLUB	081120	CRF FUNDING - 1ST ROUND	08/11/2020	50,000.00	.00	
Total 145451:					50,000.00	.00	
67	BUSINESS CONTINUITY TECHN	030176	CRF FUNDING - 1ST ROUND	08/17/2020	1,380.49	.00	
67	BUSINESS CONTINUITY TECHN	030205	CRF FUNDING - 1ST ROUND	08/17/2020	4,524.00	.00	
Total 67:					5,904.49	.00	
14434	C-A-L RANCH STORES	2663/23	3166	07/31/2020	28.99	.00	
14434	C-A-L RANCH STORES	2682/23	3166	08/08/2020	49.98	.00	
14434	C-A-L RANCH STORES	2707/23	3166	08/19/2020	29.97	.00	
Total 144341:					108.94	.00	
9920	D & S REPAIR	27775	SERVICE & REPAIRS	07/24/2020	1,931.07	.00	
Total 9920:					1,931.07	.00	
14263	DEPT OF BUSINESS & INDUST	APRIL-JUNE 2	PERMIT FEES	08/20/2020	4.50	.00	
Total 142631:					4.50	.00	
14546	DESERT WEST MEDICAL REVIE	7433	DRUG TESTING	08/13/2020	5.85	.00	
Total 145461:					5.85	.00	
615	DIRECTV	37661834169	028159234	08/05/2020	179.00	.00	
Total 615:					179.00	.00	
865	DURACO INC	27061	C350572	07/28/2020	748.30	.00	
Total 865:					748.30	.00	
14438	EMERGENCY MEDICAL PRODU	2189858	209821	08/06/2020	157.49	.00	
Total 144381:					157.49	.00	
14553	FORD AUDIO-VIDEO SYSTEMS	MOBILE ZOO	CRF FUNDING - 1ST ROUND	08/10/2020	5,084.28	.00	
Total 145531:					5,084.28	.00	
105	GALLS INC	016054488	3449061	07/14/2020	249.85	.00	
105	GALLS INC	016115895	3449061	07/22/2020	17.28	.00	
Total 105:					267.13	.00	
14369	GLOBAL EQUIPMENT COMPAN	116415250	5457512	08/13/2020	101.44	.00	
14369	GLOBAL EQUIPMENT COMPAN	116419326	5457512	08/14/2020	513.90	.00	
14369	GLOBAL EQUIPMENT COMPAN	116436845	5457512	08/18/2020	459.09	.00	
Total 143691:					1,074.43	.00	
14269	HUNT & SONS INC	569658	FUEL & DIESEL	07/24/2020	582.12	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
14269	HUNT & SONS INC	571750	FUEL & DIESEL	07/30/2020	529.20	.00	
14269	HUNT & SONS INC	579271	FUEL & DIESEL	08/10/2020	752.76	.00	
14269	HUNT & SONS INC	585350	FUEL	08/15/2020	356.48	.00	
14269	HUNT & SONS INC	585350	FUEL	08/15/2020	30.59	.00	
14269	HUNT & SONS INC	585350	FUEL	08/15/2020	35.06	.00	
Total 142691:					2,286.21	.00	
14548	HZ FITNESS STRENGHT & CON	2020 REVOLVI	2020 REVOLVING FUND LOAN	08/20/2020	10,000.00	.00	
Total 145481:					10,000.00	.00	
2210	IDEXX DISTRIBUTION CORP	3068535753	11512	07/27/2020	1,303.35	.00	
Total 2210:					1,303.35	.00	
11550	INTERNAL REVENUE SERVICE	CP220 - DEC 2	TAX INCREASE	08/24/2020	190.73	.00	
11550	INTERNAL REVENUE SERVICE	CP220 - DEC 2	TAX INCREASE	08/24/2020	190.73	.00	
11550	INTERNAL REVENUE SERVICE	CP220 - DEC 2	TAX INCREASE	08/24/2020	190.73	.00	
11550	INTERNAL REVENUE SERVICE	CP220 - DEC 2	TAX INCREASE	08/24/2020	190.73	.00	
Total 11550:					762.92	.00	
14492	IRONCLAD COMPANY	8709	PARTS	08/05/2020	685.32	.00	
Total 144921:					685.32	.00	
14554	KATHY LONG	INITIAL PAYM	WEB DESIGNER	08/20/2020	2,625.00	.00	
Total 145541:					2,625.00	.00	
6590	LIFE-ASSIST INC	1025466	89301FD NV-1262	08/06/2020	351.13	.00	
Total 6590:					351.13	.00	
14549	MAGIC CARPET PRESCHOOL	CRF FUNDING	CRF FUNDING - 1ST ROUND	08/16/2020	7,500.00	.00	
Total 145491:					7,500.00	.00	
14494	MAUPIN, COX, LEGOY	186919	18801.004	07/31/2020	32,787.39	.00	
Total 144941:					32,787.39	.00	
2860	MICHAEL A CLARK TRUCKING I	390209	SHIPPING	07/09/2020	320.00	.00	
2860	MICHAEL A CLARK TRUCKING I	390654	SHIPPING	07/31/2020	320.00	.00	
Total 2860:					640.00	.00	
3030	MT WHEELER POWER	8/4/20	UTILITIES	08/04/2020	2,876.73	.00	
3030	MT WHEELER POWER	8/4/20	UTILITIES	08/04/2020	150.93	.00	
3030	MT WHEELER POWER	8/4/20	UTILITIES	08/04/2020	28,673.46	.00	
3030	MT WHEELER POWER	8/4/20	UTILITIES	08/04/2020	478.35	.00	
3030	MT WHEELER POWER	8/4/20	UTILITIES	08/04/2020	49.88	.00	
3030	MT WHEELER POWER	8/4/20	UTILITIES	08/04/2020	482.69	.00	
3030	MT WHEELER POWER	8/4/20	UTILITIES	08/04/2020	184.59	.00	
3030	MT WHEELER POWER	8/4/20	UTILITES	08/04/2020	2,617.22	.00	
3030	MT WHEELER POWER	8/4/20	UTILITIES	08/04/2020	279.99	.00	
3030	MT WHEELER POWER	8/4/20	UTILITES	08/04/2020	48.46	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3030	MT WHEELER POWER	8/4/20	UTILITIES	08/04/2020	83.93	.00	
3030	MT WHEELER POWER	8/4/20	UTILITIES	08/04/2020	43.01	.00	
3030	MT WHEELER POWER	J ROBISON	RESTITUTION	08/17/2020	50.00	.00	
Total 3030:					36,019.24	.00	
3250	NEVADA NORTHERN RAILROA	JULY 2020	REFUND POLYCOM ZOOM MEE	08/13/2020	49.44	.00	
3250	NEVADA NORTHERN RAILROA	JULY 2020	REFUND POLYCOM ZOOM MEE	08/13/2020	49.45	.00	
3250	NEVADA NORTHERN RAILROA	JULY 2020	REFUND POLYCOM ZOOM MEE	08/13/2020	49.45	.00	
3250	NEVADA NORTHERN RAILROA	JULY 2020	REFUND POLYCOM ZOOM MEE	08/13/2020	49.45	.00	
Total 3250:					197.79	.00	
3570	OFFICE DEPOT	111120011001	59861710	07/29/2020	39.16	.00	
3570	OFFICE DEPOT	111120584001	59861710	07/29/2020	36.56	.00	
3570	OFFICE DEPOT	114811649001	59861710	08/10/2020	43.75	.00	
3570	OFFICE DEPOT	114811649001	59861710	08/10/2020	43.74	.00	
3570	OFFICE DEPOT	114811649001	59861710	08/10/2020	43.74	.00	
3570	OFFICE DEPOT	114811649001	59861710	08/10/2020	43.74	.00	
Total 3570:					250.69	.00	
3660	OPERATING ENGINEERS LOCA	AUGUST 2020	UNION DUES	08/01/2020	420.00	.00	
Total 3660:					420.00	.00	
14466	PENA, SEAN	2020 PERMIT	REFUND FEE FOR PERMIT	08/20/2020	58.25	.00	
Total 144661:					58.25	.00	
11801	PRAXAIR DISTRIBUTION	97890458	72639310	07/22/2020	26.78	.00	
Total 11801:					26.78	.00	
14289	RENO UNIFORMS	11532-1	389-1	08/06/2020	111.49	.00	
Total 142891:					111.49	.00	
14498	SHARP AMBULANCE BILLING	51595	BILLING SERVICES	07/31/2020	1,537.38	.00	
Total 144981:					1,537.38	.00	
11714	SIERRA HEALTH AND LIFE	202220003763	60003298	08/09/2020	28,641.21	.00	
Total 11714:					28,641.21	.00	
4570	STERLING CODIFIERS LLC	2026	80425	07/31/2020	839.00	.00	
4570	STERLING CODIFIERS LLC	2026	80425	07/31/2020	839.00	.00	
4570	STERLING CODIFIERS LLC	2026	80425	07/31/2020	839.00	.00	
4570	STERLING CODIFIERS LLC	2026	80425	07/31/2020	839.00	.00	
Total 4570:					3,356.00	.00	
9670	STRYKER SALES CORPORATIO	3112642	1254614	08/13/2020	456.78	.00	
Total 9670:					456.78	.00	
7230	THE STANDARD	SEPT 2020	00 152813 0001	08/19/2020	186.28	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7230:					186.28	.00	
8700	THOMAS PETROLEUM LLC	2307561-IN	20-0013026	08/18/2020	161.80	.00	
Total 8700:					161.80	.00	
14550	TOWNSEND, CHRISTOPHER	082020	PROPANE TANKS	08/20/2020	50.00	.00	
Total 145501:					50.00	.00	
14551	TRILLIONAIRE REALTY	2.0806.7 2020	REFUND	08/11/2020	13.00	.00	
Total 145511:					13.00	.00	
4980	USA BLUE BOOK	308393	942445	07/27/2020	98.01	.00	
4980	USA BLUE BOOK	313287	942445	07/30/2020	146.00	.00	
4980	USA BLUE BOOK	313287	942445	07/30/2020	688.00	.00	
4980	USA BLUE BOOK	321472	942445	08/07/2020	181.79	.00	
Total 4980:					1,113.80	.00	
11254	WATERTECH, INC	W068954	41268	07/24/2020	2,916.00	.00	
Total 112541:					2,916.00	.00	
5230	WESTERN NEVADA SUPPLY	28453883	55525	08/19/2020	2,132.36	.00	
Total 5230:					2,132.36	.00	
14286	WESTNET	002710166	00000516906	08/02/2020	34.50	.00	
14286	WESTNET	002710166	00000516906	08/02/2020	34.50	.00	
Total 142861:					69.00	.00	
5270	WHEELER MACHINERY CO	JULY 2020	027405	07/31/2020	1,587.30	.00	
5270	WHEELER MACHINERY CO	JULY 2020	027405	07/31/2020	321.86	.00	
Total 5270:					1,909.16	.00	
842	WHITE PINE COUNTY RECORD	081420	LIEN FEES	08/14/2020	222.00	.00	
Total 842:					222.00	.00	
14543	WHITE PINE FIRE EXTINGUISH	177	FIRE EXTINGUISHERS	08/15/2020	233.50	.00	
14543	WHITE PINE FIRE EXTINGUISH	178	FIRE EXTINGUISHERS	08/15/2020	223.00	.00	
14543	WHITE PINE FIRE EXTINGUISH	179	FIRE EXTINGUISHERS	08/15/2020	549.00	.00	
14543	WHITE PINE FIRE EXTINGUISH	180	FIRE EXTINGUISHERS	08/15/2020	35.00	.00	
14543	WHITE PINE FIRE EXTINGUISH	181	FIRE EXTINGUISHERS	08/15/2020	356.00	.00	
14543	WHITE PINE FIRE EXTINGUISH	183	FIRE EXTINGUISHERS	08/15/2020	33.25	.00	
14543	WHITE PINE FIRE EXTINGUISH	183	FIRE EXTINGUISHERS	08/15/2020	33.25	.00	
14543	WHITE PINE FIRE EXTINGUISH	183	FIRE EXTINGUISHERS	08/15/2020	33.25	.00	
14543	WHITE PINE FIRE EXTINGUISH	183	FIRE EXTINGUISHERS	08/15/2020	33.25	.00	
14543	WHITE PINE FIRE EXTINGUISH	184	FIRE EXTINGUISHERS	08/15/2020	63.50	.00	
14543	WHITE PINE FIRE EXTINGUISH	185	FIRE EXTINGUISHERS	08/15/2020	486.00	.00	
Total 145431:					2,079.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5460	XEROX CORPORATION	010720122	712276351	07/01/2020	58.65	.00	
5460	XEROX CORPORATION	010720122	712276351	07/01/2020	58.65	.00	
5460	XEROX CORPORATION	011011401	712276351	08/01/2020	59.22	.00	
5460	XEROX CORPORATION	011011401	712276351	08/01/2020	59.23	.00	
5460	XEROX CORPORATION	011011402	722115813	08/01/2020	143.88	.00	
5460	XEROX CORPORATION	011011402	722115813	08/01/2020	143.89	.00	
5460	XEROX CORPORATION	011011402	722115813	08/01/2020	143.89	.00	
5460	XEROX CORPORATION	011011402	722115813	08/01/2020	143.89	.00	
Total 5460:					811.30	.00	
Grand Totals:					214,976.38	.00	

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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City Recorder: \_\_\_\_\_

City Clerk: \_\_\_\_\_

## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

## 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
42	AIRGAS	9104191155	2817069	08/17/2020	3,261.80	.00	
Total 42:					3,261.80	.00	
14393	AMAZON CAPITAL SERVICES	14WC-F9P4-M	ACCT: ABUXEUECNFOGG	08/25/2020	95.99	.00	
Total 143931:					95.99	.00	
11240	AT&T U-VERSE	081920	135646666	08/19/2020	20.08	.00	
11240	AT&T U-VERSE	081920	135646666	08/19/2020	20.09	.00	
11240	AT&T U-VERSE	081920	135646666	08/19/2020	20.09	.00	
11240	AT&T U-VERSE	081920	135646666	08/19/2020	20.09	.00	
Total 11240:					80.35	.00	
4790	BATTLE BORN MEDIA, LLC	E20-0821322	LEGAL AD	08/21/2020	27.50	.00	
4790	BATTLE BORN MEDIA, LLC	E20-0821323	LEGAL AD	08/21/2020	61.50	.00	
Total 4790:					89.00	.00	
14434	C-A-L RANCH STORES	2718/23	3166	08/21/2020	11.99	.00	
14434	C-A-L RANCH STORES	2725/23	3166	08/25/2020	29.99	.00	
Total 144341:					41.98	.00	
1640	FISERV, INC	2287907	50-163750	08/17/2020	54.91	.00	
1640	FISERV, INC	2287907	50-163750	08/17/2020	54.93	.00	
1640	FISERV, INC	2287907	50-163750	08/17/2020	54.93	.00	
1640	FISERV, INC	2287907	50-163750	08/17/2020	54.93	.00	
Total 1640:					219.70	.00	
105	GALLS INC	016186983	3449061	08/30/2020	189.64	.00	
Total 105:					189.64	.00	
9140	NATIONAL BUSINESS FACTOR	07-31-20	COEFD6024C 4	07/31/2020	19.48	.00	
Total 9140:					19.48	.00	
3570	OFFICE DEPOT	117930767001	59861710	08/18/2020	18.88	.00	
3570	OFFICE DEPOT	117930767001	59861710	08/18/2020	48.22	.00	
3570	OFFICE DEPOT	117930767001	59861710	08/18/2020	67.11	.00	
3570	OFFICE DEPOT	117930767001	59861710	08/18/2020	67.11	.00	
3570	OFFICE DEPOT	117930767001	59861710	08/18/2020	67.11	.00	
Total 3570:					268.43	.00	
14176	SOUTH FORK HARDWARE-ELY	48617	CUST NO 6	07/31/2020	8.38	.00	
Total 141761:					8.38	.00	
10970	STATE COLLECTION AND DISB	9/2/20	ID-581322000A/CV-0910124	09/02/2020	170.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10970	STATE COLLECTION AND DISB	9/2/20	129192100A	09/02/2020	129.23	.00	
Total 10970:					299.23	.00	
7430	VERIZON WIRELESS	9860870456	272066223-00001	08/15/2020	30.45	.00	
7430	VERIZON WIRELESS	9860870456	272066223-00001	08/15/2020	30.44	.00	
7430	VERIZON WIRELESS	9860870456	272066223-00001	08/15/2020	5.56	.00	
7430	VERIZON WIRELESS	9860870456	272066223-00001	08/15/2020	34.77	.00	
7430	VERIZON WIRELESS	9860870456	272066223-00001	08/15/2020	54.77	.00	
7430	VERIZON WIRELESS	9860870456	272066223-00001	08/15/2020	34.77	.00	
7430	VERIZON WIRELESS	9860870456	272066223-00001	08/15/2020	5.55	.00	
7430	VERIZON WIRELESS	9860870456	272066223-00001	08/15/2020	34.77	.00	
Total 7430:					231.08	.00	
5230	WESTERN NEVADA SUPPLY	28453892	55525	08/20/2020	873.76	.00	
5230	WESTERN NEVADA SUPPLY	28462727	55525	08/27/2020	715.66	.00	
5230	WESTERN NEVADA SUPPLY	28466921	55525	08/28/2020	79.54	.00	
Total 5230:					1,668.96	.00	
842	WHITE PINE COUNTY RECORD	082620	Lien Releases	08/26/2020	74.00	.00	
842	WHITE PINE COUNTY RECORD	083120	Lien Release	08/31/2020	37.00	.00	
Total 842:					111.00	.00	
11190	WHITE PINE VETERINARY CLIN	JULY 2020	Maddies Grant	07/31/2020	94.00	.00	
11190	WHITE PINE VETERINARY CLIN	JULY 2020	Services	07/31/2020	116.70	.00	
Total 11190:					210.70	.00	
Grand Totals:					6,795.72	.00	

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

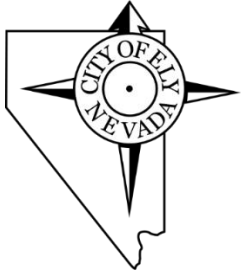
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

City Clerk: \_\_\_\_\_



# CITY OF ELY

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

## ELY CITY COUNCIL REGULAR MEETING

**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.**

**September 10, 2020 5:00 p.m. – Ely Volunteer Fire Hall - 499 Mill Street-Ely, Nevada.**

Pursuant to Governor Sisolak's Directive 021 limiting gatherings to fifty people or less and the March 20, 2020 White Pine County Public Health Decree requiring six-foot social distancing, the Ely City Council meeting can also be accessed via videoconference/teleconference. Please call City Hall or email [jlee@elycity.com](mailto:jlee@elycity.com) if you have questions regarding accessing the meeting.

**Link:** <https://zoom.us/j/9771306332> **Meeting ID:** 977 130 6332

**Please Note: If you log on and experience difficulty hearing the meeting please also call the toll-free numbers.**

**Dial by your location:** +877-853-5247 US Toll-free  
+888-788-0099 US Toll-free

### **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 ATTORNEY**
  - ❖ **Liens – August 2020**
  - ❖ **Lien Releases – August 2020**
- **CITY CLERK**
  - ❖ **New Business August 2020**
- **CITY TREASURER**
- **CITY PUBLIC WORKS SUPERVISOR**
  - ❖ **Animal Control August 2020**
  - ❖ **Landfill August 2020**
  - ❖ **Street August 2020**
  - ❖ **Water/Sewer August 2020**
- **CITY WATER OPERATOR**
- **CITY ENGINEER**
- **CITY BUILDING OFFICIAL**

#### **5. NNRY FOUNDATION REPORT**

#### **6. REPORTS**

**CITY COUNCIL  
MAYOR**

#### **7. THE MAYOR WILL RECESS THE REGULAR CITY COUNCIL MEETING FOR A PUBLIC HEARING AT 5:30 P.M. ON THE FOLLOWING TOPICS.**

1. Council Members – City Clerk Lee – City Engineer Almberg – Public Hearing – Discussion Only  
– Discussion of the following CDBG projects:

Murry St. Sewer Replacement Phase III	\$ <u>350,000.00</u>
Broadband Installation	\$ <u>279,488.76</u>
Parker Avenue Sewer Replacement	\$ <u>497,800.00</u>
Blight Reduction – Structure Removal	\$ <u>150,000.00</u>

#### **8. ITEMS FOR DISCUSSION/POSSIBLE ACTION OF THE ELY CITY COUNCIL AS RECOMMENDED BY THE MUNICIPAL UTILITIES BOARD.**

1. Councilman Carson – Discussion/For Possible Action – Escrow Agreement Modifications Proposal Presentation by RNMC.
2. Councilman Carson – Discussion/For Possible Action – Direct City Clerk to appoint committee to review agreements with Robinson Nevada Mine and suggest modifications.
3. Board Members – City Clerk Lee– Discussion/For Possible Action – Approval to remove the past due utility fee penalties in the amount of \$590.77 from 1176 E 199<sup>th</sup> Street N., Ely, Nevada at the request of the property owner, Kathy Poole.

## 9. 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 item 9A-1 Minutes and 9A-2 Bills.

Moved by: \_\_\_\_\_ Second by: \_\_\_\_\_ Vote: \_\_\_\_\_

1. Discussion/For Possible Action – Minutes.
  - July 9, 2020
  - July 23, 2020
  - August 11, 2020
  - August 13, 2020
2. Discussion/For Possible Action – Bills.
  - August 24, 2020
  - August 25, 2020
  - September 1, 2020

## B. NEW BUSINESS

1. Mayor Robertson – Discussion/For Possible Action – Review of proposals to purchase APN 001-474-30, on the east side of Reno Road, and possible acceptance of a proposal.
2. Mayor Robertson – Discussion/For Possible Action – Approval to amend lease agreement between the City of Ely, White Pine County and the White Pine Corral Association, to require the White Pine Corral Association to 1) maintain public liability insurance in the amount of **Two Million Dollars** (\$2,000,000.00) aggregate, \$1,000,000.00 per incident AND 2) require all corral lessees to sign waivers indemnifying White Pine County and the City of Ely.
3. Mayor Robertson – Discussion/For Possible Action – Approval of support letter for the Bureau of Land Management’s SNPLMA Round 18 grant proposal for a large recreational project to include upgrading Garnet Hill and the Egan Crest recreation areas.
4. Councilwoman Beecher – Discussion/For Possible Action – Approval of support letter for Nevada Northern Railway’s SNPLMA Round 18 grant proposal for Nevada Northern Railway (NNRY) Phase III Renovation of McGill Depot Tracks and Trail.
5. Council Members – City Clerk Lee – Discussion/For Possible Action – Approval of the following revisions to the lease of 125 Mill Street to the Nevada Department of Administration, Public Works Division: 1) Changing Board of Examiners meeting date to October 13, 2020; 2) Changing early occupancy start date to December 1, 2020; and 3) Adding the clarification to Section 6.3 c) “Lessor shall ensure all utilities are in working order, and/or will make any and all repairs necessary to commission building.”

**10. 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”.

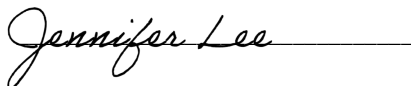
## 11. ITEMS FOR DISCUSSION/POSSIBLE ACTION ONLY OF THE ELY CITY COUNCIL.

1. Councilwoman Beecher – Discussion/For Possible Action – Motion to close the open meeting for approval of June 25, 2020 closed session minutes related to the operation of the Fire Department.

## 12. 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](mailto:program.intake@usda.gov). For access to the public packet, contact the City Clerk 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, City Clerk, did cause to be posted on **September 3, 2020** by **5:00 p.m.** four (4) 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 and the U.S. Post Office located at 2600 Bristlecone Avenue. 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>.

 \_\_\_\_\_

# ATTENDANCE LIST

City Council

DATE:

09/10/20

Print name below

Terrence Lyons Key

George Chachas

Teri Borghoff

Gerald McNeely

Renee Harshmer

Rev. James Woffinden

Print name below

# Ely Times/Eureka Sentinel Declaration of Publication

## Ely Times/Eureka Sentinel

And KayLynn Roberts-McMurray

declares and says that she is the Record Clerk of **The Ely Times/Eureka Sentinel** a weekly Newspaper, published for Ely Times And Eureka Sentinel in White Pine County, Nevada; that she has charge of and knows the legal notice appearing in said newspaper, of which a copy is hereunto attached, was first published in said newspaper in its print issue dated:

August 21, 2020

the date of the last publication being in the print issue of:

August 21, 2020

Under penalty of perjury, I declare that  
The foregoing is true and correct.

Dated:

8-27-20

Signed:

KayLynn Roberts-McMurray  
KayLynn Roberts-McMurray

### STATEMENT:

**Ely Times/Eureka Sentinel**  
**515 Murry Street**  
**Ely, Nevada 89301**  
**(775) 289-4491**

### **NOTICE OF PUBLIC HEARING FOR DISCUSSION OF POSSIBLE STATE CDBG APPLICATION**

NOTICE IS HEREBY GIVEN that the City of Ely will conduct a public hearing on September 10, 2020 at 5:30 p.m. at the Ely Volunteer Fire Hall, located at 499 Mill Street, Ely, Nevada in order to discuss potential applications for funding under the next fiscal year's (July 1, 2021 to June 30, 2022) State Community Development Block Grant (CDBG) Program and to solicit additional citizen input on possible activities to be included in an application.

ELIGIBLE ACTIVITIES UNDER THE ABOVE ALLOCATION CONSIST OF: PUBLIC FACILITY AND PUBLIC IMPROVEMENTS PROJECTS, PUBLIC SERVICE PROGRAMS, PLANNING STUDIES, ECONOMIC DEVELOPMENT BUSINESS ASSISTANCE AND MICROENTERPRISE ACTIVITIES. ELIGIBLE ACTIVITIES PAID FOR WITH THE STATE CDBG FUNDS MUST MEET ONE OR MORE OF THE THREE NATIONAL OBJECTIVES LISTED IN CDBG FEDERAL STATUTES AS FOLLOWS: BENEFIT TO LOW INCOME HOUSEHOLDS OR PERSONS; ELIMINATION OF SLUMS AND BLIGHT; OR MEETING URGENT COMMUNITY DEVELOPMENT NEED.

The purpose of this public hearing is to give citizens an opportunity to discuss proposed projects submitted to date and to suggest further ideas. Proposed projects and estimated funding are listed below. **Only projects listed here and proposed at the meeting will be forwarded to the Council for approval.**

<b>Murry St. Sewer Replacement Phase III</b>	<b>\$ 350,000.00</b>
<b>Broadband Installation</b>	<b>\$ 279,488.76</b>
<b>Parker Avenue Sewer Replacement</b>	<b>\$ 497,800.00</b>
<b>Blight Reduction - Structure Removal</b>	<b>\$ 150,000.00</b>

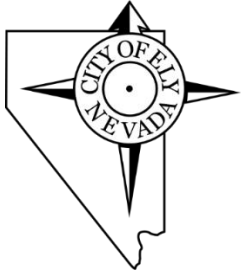
A final hearing will be held to discuss, approve and rank applications prior to submittal to the State.

If you require special accommodations to participate in the public hearing, please contact Jennifer Lee at (775) 289-2430. TO PERSONS WITH HEARING DISABILITIES-Relay service is available in Nevada by calling 711.

If you are unable to attend the public hearing, you may direct written comments to the City of Ely, at 501 Mill Street, Ely, Nevada, or you may telephone Jennifer Lee at (775) 289-2430. In addition, information is available for review at the above address between the hours of 8:00 a.m. - 5:00 p.m., Monday - Friday.

The City of Ely promotes fair housing and makes all its programs available to low and moderate income families regardless of age, race, color, relation, sex, national origin, sexual preference, marital status or handicap.

Publish: The Ely Times, August 21, 2020.



# CITY OF ELY

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

## MEMO

DATE: September 1, 2020  
TO: Mayor Robertson and City Council Members  
COPY: City Attorney Manuele  
FROM: City Clerk Jennifer Lee  
RE: Proposed WPCA lease revision – insurance requirement

Bryan Reed of the White Pine Corral Association, a 501 C 3 non-profit registered with the Nevada Secretary of State's office as of August 11, 2020, has approached the City regarding reducing the insurance coverage they are required to carry from \$5,000,000.00 to Two Million Dollars (\$2,000,000.00) aggregate/\$1,000,000.00 per incident due to the difficulty of procuring an umbrella policy of that size; our insurance agent has provided the following assessment of the situation and encouraged us to require WPCA to have all their lessees sign waivers:

**From:** Tina Perchetti <tina.perchetti@lpins.net>  
**Sent:** Tuesday, September 1, 2020 11:08 AM  
**To:** Jennifer Lee <jlee@elycity.com>  
**Subject:** RE: White Pine Corrals Association

Hi Jennifer,

Per our conversation, I would accept the \$1,000,000 per occurrence and \$2,000,000 aggregate coverage limits for the White Pine Corral Associations lease requirement. It can be difficult to procure this coverage for small local organizations.

Please let me know if the Mayor or the Council would like to discuss this further.

Thanks

**Tina Perchetti**  
*Principal/Sales Executive*  
**LP Insurance Services, LLC**  
555 5<sup>th</sup> Street | Elko, NV 89801  
t 775.336.1946 | f 775.336.1949  
[tina.perchetti@lpins.net](mailto:tina.perchetti@lpins.net) | [lpins.net](http://lpins.net)



## City of Ely Fire Department - City Council Monthly Report 2020

	January	February	March	April	May	June
<b>FIRE CALLS</b>						
City of Ely						
McGill						
Ruth						
Lund						
W.P County						
<b>EMS CALLS</b>						
City of Ely						
McGill						
Ruth						
Lund						
Lackawanna						
Baker						
Life-Flights						
W.P County						
Out of County						
Jail Check/BLS						
Canceled						
<b>Vehicle/Rescue</b>						
City of Ely						
W.P County						
Out of County						
<b>Monthly Totals</b>	0	0	0	0	0	0
EMS Bills Billed						
MVC Bills Billed						
<b>Fire Training</b>						
City of Ely						
W.P County						
<b>EMS Training</b>						
City of Ely						
W.P County						
<b>Staff Changes</b>						
Career Staff						
VFD Staff						

Fleet Issues none

Budget Concerns none

## City of Ely Fire Department - City Council Monthly Report 2020

July	August	September	October	November	December	YtD Totals
2	7					9
1	0					1
0	0					0
0	0					0
0	2					2
39	26					65
8	8					16
3	5					8
6	4					10
7	4					11
1	5					
15	39					54
12	6					18
0	0					0
0	2					2
8	8					16
3	7					10
5	6					11
0	0					0
110	129	0	0	0	0	239
93	97					190
1	2					3
0	4					4
0	4					4
0	1 cpr					0
0	0					0
7	6					13
						0




4 September 2020

Jennifer Lee, City Clerk  
City of Ely  
501 Mill Street  
Ely, Nevada 89301

**Re:** August 29, 2020 Letter

Dear Ms. Lee:

Robinson Nevada Mining Company ("Robinson") will provide a written response to the proposed modifications to the Water Supply Agreement between the City of Ely ("City") and Robinson in the City's letter dated March 10, 2020. Robinson's written response to requested modifications will be based on recently-collected groundwater data, with the data relied upon provided to the City along with the response.

The written response and supporting data will be provided directly to the City prior to any negotiations between the City and Robinson. Robinson will not agree to negotiations with the City at a Municipal Utilities Board meeting or any other public forum, nor will Robinson agree to present any information not previously provided to the City at any public meeting.

Robinson will commit to providing a written response and supporting data in the month of September 2020, although it is unlikely that we will be able to provide it in advance of the September 10 meeting. When the City has had time to review the information provided, Robinson will commit to good faith negotiations relating to amendments to the Water Supply Agreement.

Kind Regards,

A handwritten signature in cursive script that reads "Amanda Hilton".

Amanda Hilton  
General Manager

Robinson Nevada Mining Company  
Robinson Mine  
P.O. Box 382, 4232 West White Pine County Rd 44  
Ruth, NV 89319 USA

T +1 775 289 7000  
F +1 775 289 7104  
[www.kghm.com](http://www.kghm.com)



**CITY OF ELY**

**2/17/2020**

**SEWER REPLACEMENT - PHASE-III**

**MURRY STREET - FROM BTWN 4TH AVE & ANNAND TO DICKERSON**

**PRELIMINARY ENGINEERING ESTIMATE**

CONSTRUCTION	UNIT	AMOUNT	COST	TOTAL
MOBILIZATION / DEMOBILIZATION	LS	1	\$ 13,500.00	\$ 13,500.00
8" SEWER MAIN	LF	700	\$ 110.00	\$ 77,000.00
6" SEWER MAIN	LF	20	\$ 100.00	\$ 2,000.00
6" SEWER CONNECTION	EA	1	\$ 2,800.00	\$ 2,800.00
48" SEWER MANHOLE	EA	2	\$ 5,000.00	\$ 10,000.00
LOCATE AND CONNECT SEWER SERVICE	EA	14	\$ 300.00	\$ 4,200.00
4" SEWER SERVICE	LF	410	\$ 60.00	\$ 24,600.00
REMOVAL OF EXISTING MANHOLES	EA	4	\$ 2,500.00	\$ 10,000.00
3/4" OR 1" WATER SERVICE	LF	360	\$ 60.00	\$ 21,600.00
3/4" OR 1" WATER METER BOX	EA	8	\$ 2,600.00	\$ 20,800.00
REPAIR DAMAGED UTILITY	EA	4	\$ 1,000.00	\$ 4,000.00
DRAIN ROCK FOUNDATION	LF	1,200	\$ 10.00	\$ 12,000.00
PIT RUN GRAVEL BACKFILL	LF	1,200	\$ 30.00	\$ 36,000.00
TYPE-II BASE	SF	5,100	\$ 2.00	\$ 10,200.00
ASPHALT PAVING	SF	5,100	\$ 6.50	\$ 33,150.00
ENG/ADMIN/INSPECTION	LS			\$ 40,300.00
CONTINGENCY	LS			\$ 26,900.00
<b>OVERALL TOTAL</b>				<b>\$ 349,050.00</b>

# NEW BUSINESS

## MONTH & YEAR

Aug-20

HOME

[illegible]

# NEVADA NORTHERN RAILWAY

A NATIONAL HISTORIC LANDMARK



## Nevada Northern Railway Foundation

Depot: 1100 Avenue A, Ely, Nevada 89301

Mailing Address: PO Box 150040, Ely, Nevada 89315

Voice: (775) 289-2085 • Web: [www.nnry.com](http://www.nnry.com) • E-mail: [info@nnry.com](mailto:info@nnry.com)

### Monthly Operations Report for August 2020

1. COVID-19 – Update: Ridership is down and will remain that way for the rest of the year. The capacity on all trains has been lowered by 50%. Our annual ridership is down 46% from last year. Ridership in August was down 30%. Train revenue is down \$87,189 so far this year. Most of this drop in revenue happened in August. Train revenue was down \$43,246 or 42%. This is the worse decrease that we have had so far this year. On top of the decrease in train revenue, we have issued \$47,974.11 in refunds so far this year. To put that in perspective, that is a 4,000% increase over last year. For the same time period last year, we issued just \$1,193.89. The combined total of decreased train revenue and refunds is \$135,163.11.

The majority of our ridership comes the second half of the year. We have lowered the ridership on our Haunted Ghost Trains from 200 to just 75 and we have removed the flatcar from the train. Our hardest hit will be our Christmas trains. Railroads across the country are cancelling their Christmas Trains. I am unsure if we will have a Christmas Train this year because of Covid-19.

The contributions that the City of Ely has made and is planning to make using CARES funding will help us offset this tremendous hit in our revenues.

2. Locomotive Status – Update
  - a. Locomotives in service: #40, #93, #105, #109, #204, #310, Wrecking Crane A & Rotary B.
  - b. Locomotives out of service needing moderate repairs: #45
  - c. Locomotives waiting funding for restoration: Steptoe Valley Smelting and Mining #309, Kennecott 801 and Rotary Snowplow B (for boiler overhaul.)
  - d. Locomotives out of service needing heavy repairs #802, #81, #80 and the military locomotives.
3. Rolling Stock Status – No change
  - a. Passenger equipment in service: #07, #08, #09, Flatcar #23, Coach #5, Baggage Car/RPO #20, Outfit Car #06.
  - b. Passenger equipment out of service: #10, #2 and #05 needing heavy repairs.
  - c. Cabooses in service: #3, #6 and #22 are operational.
  - d. Cabooses out service: #5

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### Award Winning Destination

Best Tour in Rural Nevada – 2017

Nevada State Treasure – 2013 & 2012

Best Adrenalin Rush in Rural Nevada - 2020

Best Preservation Effort in the West • Attraction of the Year – 2012

Trip Advisor Certificate of Excellence – 2020, 2019, 2018, 2017, 2016, 2015, 2014

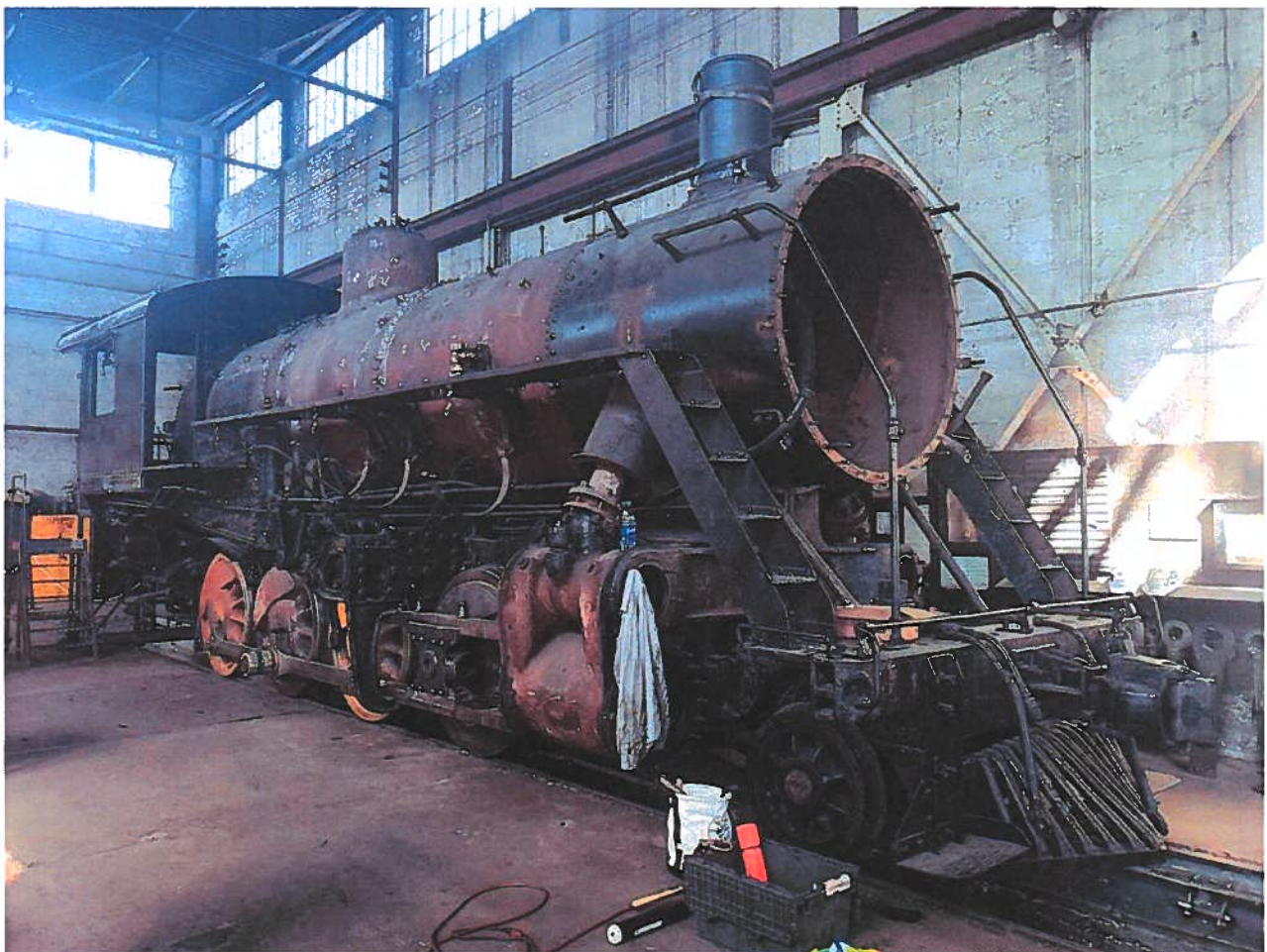
Best Museum in Rural Nevada – 2020, 2017, 2016, 2014, 2013, 2010, 2009, 2008

Best Event in Rural Nevada – The Polar Express – 2017, 2016, 2015, 2014 & 2013

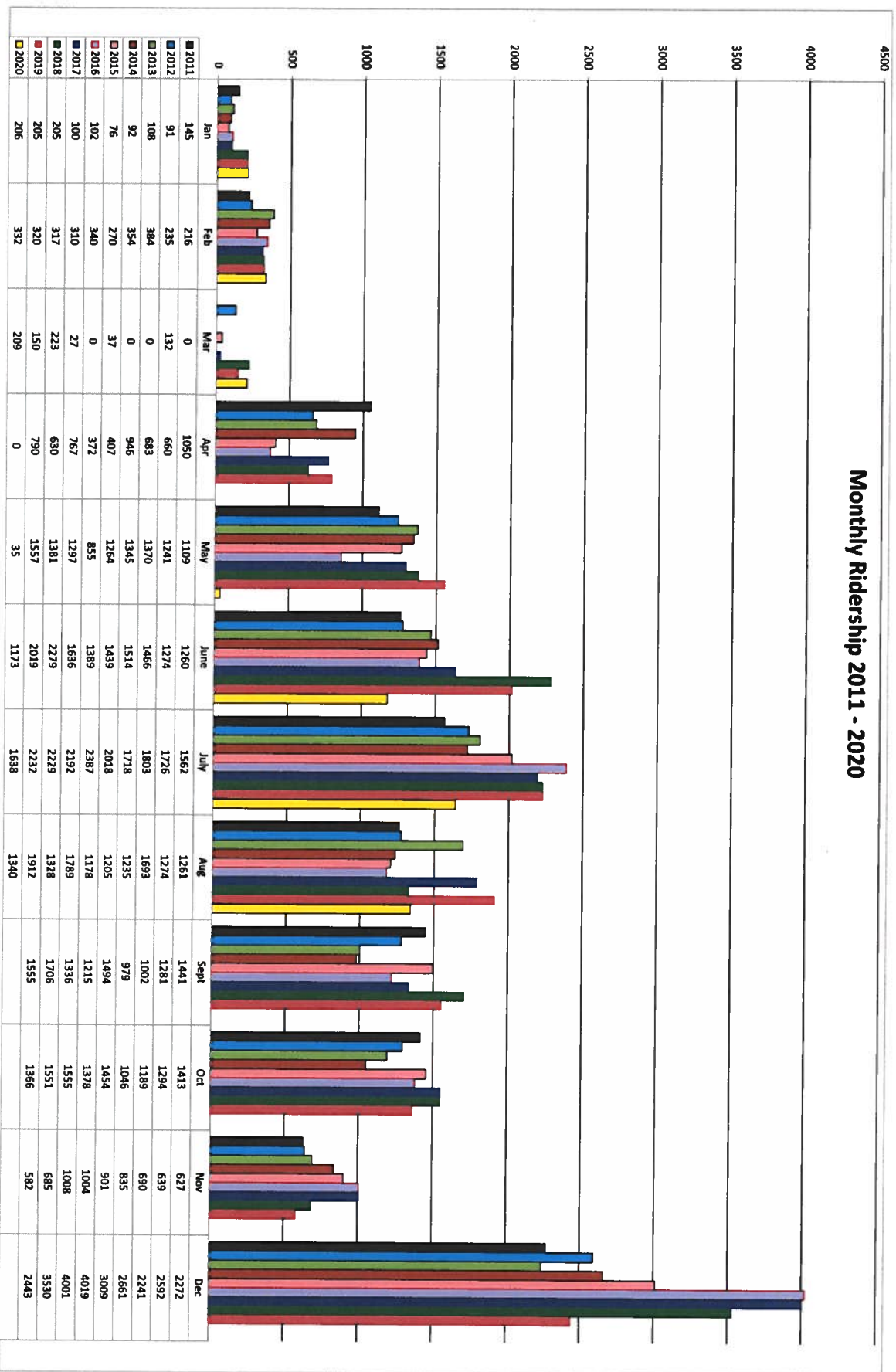
Best Place to Take the Kids in Rural Nevada 2020, 2019, 2018, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007

4. Track Status – No change
  - a. Keystone Branch is open
  - b. Adverse Branch is open.
5. Ridership and Ticket Sales – Updated
  - a. In August, we carried 1,340 passengers. That is a decrease of 30% or 572 passengers.
  - b. Year to date our ridership is at 4,933 passengers. That is a decrease of 46% or 4,252 passengers.
  - c. Since operations began in 1987, we have carried 309,463 passengers.
6. Social Media: Our reach on social media continues to expand. We have 105,386 people who like our Facebook page. We are aggressively posting and doing home grown videos.
7. TripAdvisor 2020 Travelers' Choice Award Winner. The railroad was recognized by Trip Advisor as a 2020 Travelers' Choice Award Winner. Each year, Trip Advisor combs through reviews, ratings, and saves from travelers everywhere, and use that information to determine who is the very best. The Nevada Northern Railway is part of an exclusive group, according to Trip Advisor, "We're in the top 10% of attractions worldwide."

Award like this and the Best of Nevada awards that we received last month, Will be used in our promotion and marketing.
8. Locomotive 81. Work continues on Locomotive 81 and tremendous progress has been made. The big news is that locomotive's restored cab has been installed along with its new smokestack. It is beginning to look like a locomotive once again.



## Monthly Ridership 2011 - 2020



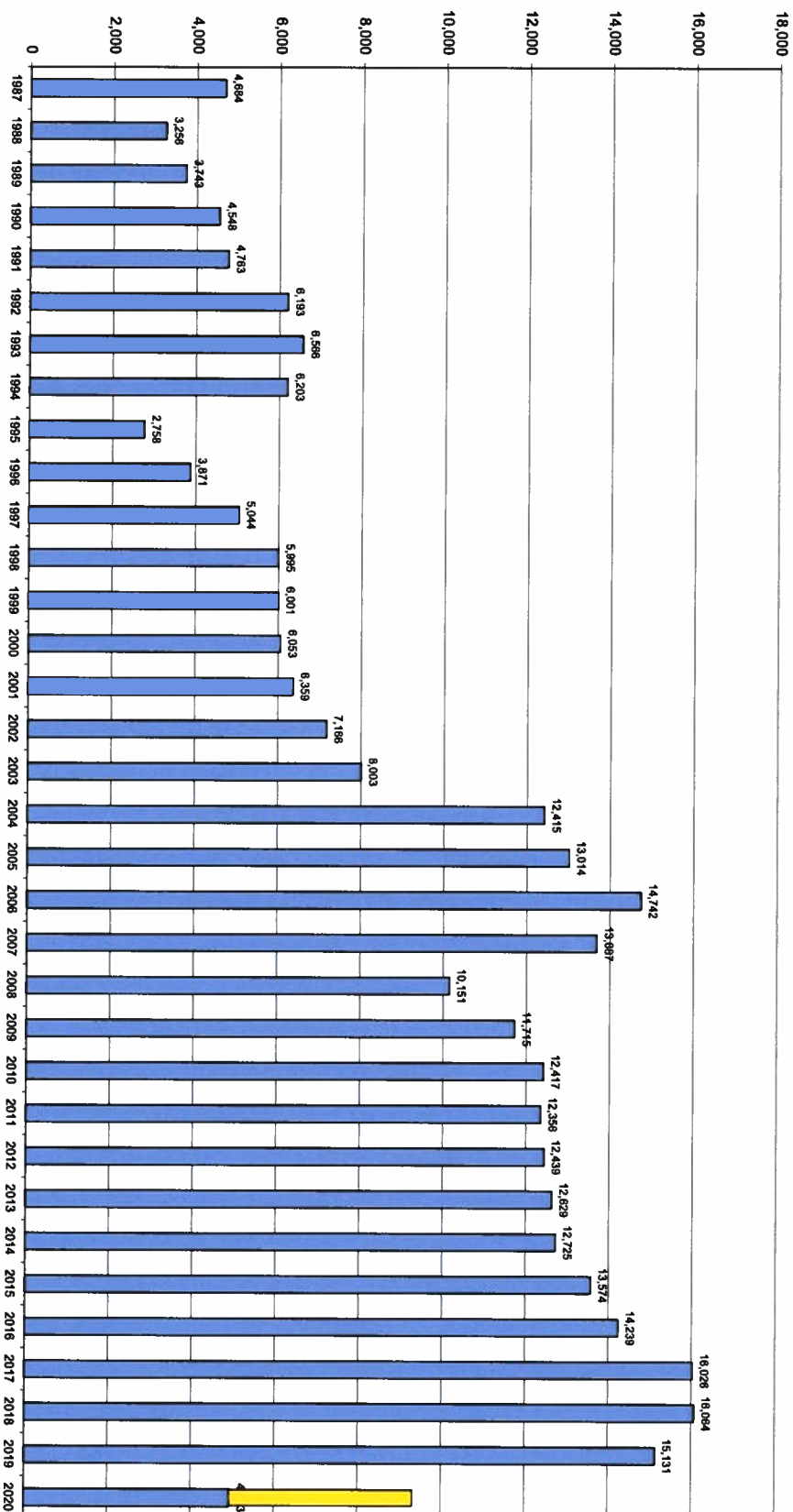


# Total Ridership

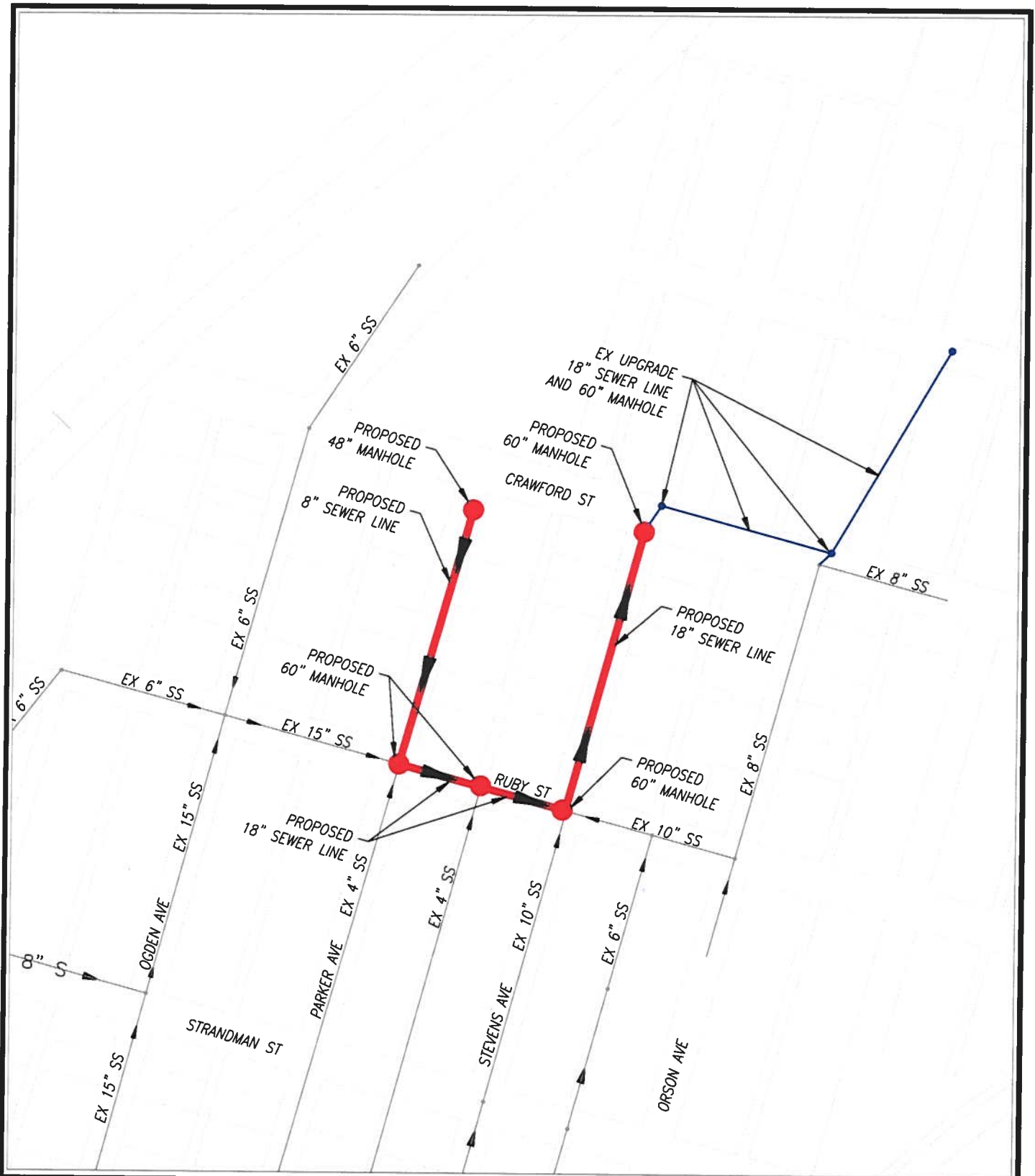
## 1987 - 2020

309,463 Passengers  
Through August 31, 2020

Note: Last year at this time, we had carried 9,185 passengers. This is indicated by the yellow bar. We are down 4,252 passengers or 46%.







**CITY OF ELY  
PARKER STREET SEWER**

DATE 8/14/2020

JOB NO. 1208057

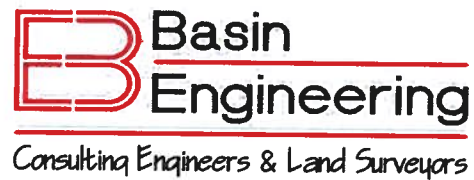
SCALE 1" = 200'

**EB** Basin  
Engineering

Consulting Engineers & Land Surveyors

1070 E. Aultman Street, Ely, NV 89301

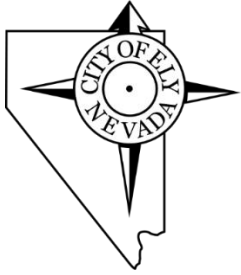
Phone: (775) 289-9800 Fax: (775) 289-9802



**CITY OF ELY**  
**SEWER REPLACEMENT**  
**PARKER STREET TO CRAWFORD STREET**  
**PRELIMINARY ENGINEERING ESTIMATE**

8/14/2020

CONSTRUCTION	UNIT	AMOUNT	COST	TOTAL
8" SEWER MAIN	LF	400	\$ 110.00	\$ 44,000.00
18" SEWER MAIN	LF	740	\$ 130.00	\$ 96,200.00
4" SEWER CONNECTION	EA	2	\$ 2,500.00	\$ 5,000.00
10" SEWER CONNECTION	EA	2	\$ 3,000.00	\$ 6,000.00
18" SEWER CONNECTION	EA	2	\$ 5,500.00	\$ 11,000.00
48" SEWER MANHOLE	EA	1	\$ 5,000.00	\$ 5,000.00
60" SEWER MANHOLE	EA	4	\$ 9,800.00	\$ 39,200.00
LOCATE AND CONNECT SEWER SERVICE	EA	24	\$ 300.00	\$ 7,200.00
4" SEWER SERVICE	LF	560	\$ 60.00	\$ 33,600.00
REMOVAL OF EXISTING MANHOLES	EA	4	\$ 2,500.00	\$ 10,000.00
REPAIR DAMAGED UTILITY	EA	10	\$ 1,000.00	\$ 10,000.00
DRAIN ROCK FOUNDATION	LF	1,700	\$ 10.00	\$ 17,000.00
PIT RUN GRAVEL BACKFILL	LF	1,700	\$ 30.00	\$ 51,000.00
TYPE-II BASE	SF	7,400	\$ 2.00	\$ 14,800.00
ASPHALT PAVING	SF	7,400	\$ 6.50	\$ 48,100.00
ENG/ADMIN/INSPECTION	LS			\$ 59,800.00
CONTINGENCY	LS			\$ 39,900.00
<b>OVERALL TOTAL</b>				<b>\$ 497,800.00</b>



# CITY OF ELY

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

## **REQUEST FOR BIDS SILENT AUCTION: CITY OF ELY REAL PROPERTY**

The City of Ely has determined that the following real property of the City of Ely is no longer required for public use and deems that a public auction of such real property is desirable and in the best interests of the City of Ely.

The City of Ely is accepting offers to purchase the following items of real property  
**APN: 001-474-30:**

1. East side of Reno Road, 171.33±' east of Elysium Drive, Ely, White Pine County, Nevada
2. 0.27± Acres of Land
3. Minimum Bid: \$1,250
4. Please include the following with your bid:
  - a. Bid amount
  - b. Detailed plan for residential increase
  - c. Time frame for completion
5. Bids will be awarded based on the highest bid, shortest time frame and most detailed plan for residency

**Sealed Bids must be delivered by 3:00 p.m. September 9, 2020 to: City of Ely, 501 Mill Street, Ely, Nevada. Bidders mailing bids assume the risk of late delivery. Mark on the outside of envelope: Real Property Bid;** Submitted bids will be received and opened by the City Clerk's Office at 3:05 p.m. on September 9, 2020. Bids will subsequently be awarded by the Ely City Council at their regularly scheduled open meeting held on Thursday, September 10, 2020 at 5:00 p.m. in the Ely Volunteer Fire Hall - 499 Mill Street-Ely, Nevada.

Sales will be final and as-is.  
For additional information, please contact Mayor Robertson at (775) 289-2430.

**Publish: *The Ely Times*, August 21, 2020.**

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

September 4, 2020

David Weaver  
White Pine Construction  
NV. Lic. 30998  
775-289-8785  
2460 Mineral Drive  
Ely, NV 89301

City of Ely  
APN: 001-474-30

David Weaver, White Pine Construction offer \$6500.00 (Six Thousand Five Hundred Dollars) for APN 001-474-30.

Attached is detailed plan of single family residence approximately 1800 sq.ft.

Time of completion spring of 2021 will start when transfer of ownership has been recorded. This property requires sewer and water tapped into the street, brought back to property and water pit for meter. May require survey and needs approximate 200 yards of fill dirt.

David Weaver  
White Pine Construction

I, Gerald Kelly McNay would like to place a bid on the following real property APN: 001-474-30 in the amount of \$ 6000.00.

Plans for building a 23' x 36' garage including concrete floor, driveway and fenced lot , and I would also mitigate the current drainage problem at the bordering property myself.

Completion around mid Summer 2021

A handwritten signature in black ink, appearing to read 'Gerald Kelly McNay', with a large, stylized initial 'G'.

9-8-2020

**City of Ely Street Department**  
**Monthly Report**  
**"Year to Date Numbers are for Fiscal Year 2020-2021"**  
**August 2020**

**Projects:** Fog seals on Belfort, and parts of Mill, 13th Street East, and Ave D.  
Skim patch on a rough block of Ely Avenue to prep ahead of slurry seal  
Skim patch on the poor section of 10th Street East behind DEN elementary school.  
Sweeping throughout Ely  
Dura patching throughout Ely  
A bid for slurry seal RTC project was accepted  
We picked up one load of crs-2 oil from Salt Lake  
Second soil stabilization on Ave D by Wheeler Machinery  
Fog seal on High Street in front of Four Sevens motel

**Safety Meetings:** Heat dangers and hydration. Face masks and social distancing. Fit for duty.

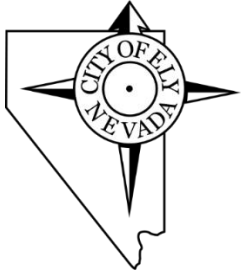
**Manpower status:** I have one equipment operator and one service worker waiting to get a CDL when DMV allows. We moved back up to a 40 hour work week half way through August.

**Equipment:** We received the Johnston sweeper back from a local mechanic and it is performing well after fuel issues with the rear motor were fixed. The rear wander hose rotted through and a replacement hose was put on.

We replaced the A hose on the durapatcher and made repairs to the slide gate.

3 light vehicle tires and one dump truck tire was repaired in house

The roller received new scrape blades and sprayers



# CITY OF ELY

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501 Mill Street Ely, Nevada 89301

City Hall (775) 289-2430

Fax (775) 289-1463

September 10, 2020

Michelle Leiber  
SNPLMA PTNA Program Manager  
Bureau of Land Management  
SNPLMA Division  
4701 N. Torrey Pines Dr.  
Las Vegas, NV 89130

Dear Ms Leiber,

The City of Ely supports the efforts of the Nevada Northern Railway Foundation in preserving and maintaining this National Historic Landmark. Recognizing the incredible importance of the railroad to our community, the Ely City Council has voted to support the Foundation's grant application for the Southern Nevada Public Lands Management Act (SNPLMA) grant request in Round 18.

Previous SNPLMA grants in support of the railroad have allowed for tremendous improvements to be made to this National Historic Landmark. The awarding of this grant will increase the opportunities for tourism, new recreation opportunities and historic preservation at the railroad which benefits our remote rural community.

The City of Ely is enthusiastic about the potential increase in tourism that will happen if this grant is funded. Increased tourism directly benefits the citizens of our community. The City receives 2.5% in room tax funding that is invested in our infrastructure. Increasing tourism, increases the amount of money that can be invested in our community.

To support the railroad's efforts on developing Astrotourism, the City of Ely intends to investigate what steps need to be taken to have the community recognized as an International Dark Sky City.

Moving the Currie Depot to the railroad's existing star viewing area will save a historic structure. Relocating the depot there will increase star viewing activities in the area, increasing Astrotourism.

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

Opening the railroad track to the McGill Depot will support the community of McGill and will increase tourism, recreation and economic development for both communities.

Funding this grant will allow the creation of a trail system between Ruth, Ely and McGill Nevada that uses the existing railroad right-of-way. The City of Ely has an OHV program that allows OHVs to operate on certain City streets. Developing this trail system will allow the City's program to tie into the regional trail system. This will open the area to hikers, bicyclists, equestrian activities and OHV recreation. The railroad is also committed to developing an on-track rail bike program. The railbikes will allow tourists to use the railroad track when the trains are not using it. This will increase usage of the railroad track and give participants an exceptional opportunity to enjoy outdoor Nevada in a very unique way.

The previous support that the railroad has received from the SNPLMA program has allowed the railroad to grow and increase visitation to the area. Awarding this grant will build on those past successes.

Sincerely,

Nathan Robertson, Mayor

Cc: Nevada Northern Railway Foundation