



City of Ely Fire Department

1780 Great Basin Blvd.
Ely, Nevada 89301

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

November 6, 2025

To: Mayor
City Council

Fire Department Report: October 1st to October 31st, 2025.

Total Calls: 119

City-84

County-35

- Lackawanna-6
- McGill-6
- Ruth-4
- Lund-2
- WPCFPD-14
- WPCSO-2
- Cherry Creek-1

BLS/ALS-66

Life Flights-37

Fire/MVA's/other-16

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

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

Staff Changes: None

6-Career

27-Volunteers

Training: Attached.

Inspections: We did several new business license inspections with the building department.

Equipment Maintenance: Regular preventive maintenance and equipment checks are being performed daily. The sprinkler system and swamp cooler have been winterized. All winter frost pans have been put back on all the Engines and Ladder Truck. The roof on the station has the snow slides installed.

Patrick Stork
Fire Chief

Fire Incident Types

Filter statement

Filters Alarm Date Range 10/1/25 to 10/31/25 Is Locked true Is Active true

Fire Incident Types

Classifies types of fire incidents by type group

Count of Total Incidents Fire Calls EMS Calls Other Calls

Count of Incidents 119

Count of Fire Calls 1

Percent of Fire Calls 0.5%

Count of EMS Calls 105

Percent of EMS Calls 88.2%

Count of Other Calls 13

Percent of Other Calls 10.9%

Fire Incident Types

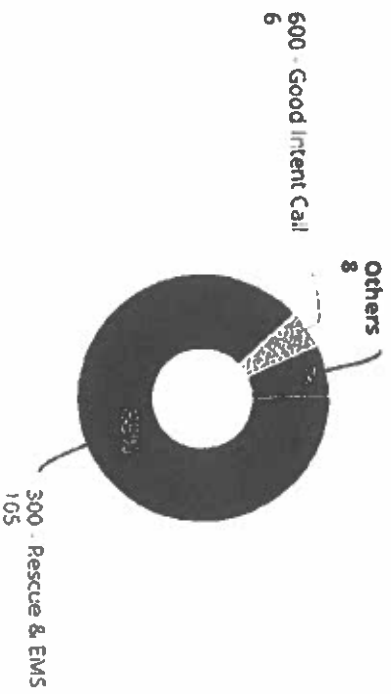
Filter state: none

Alarm Date Range 10/1/25 to 10/31/25 Is Locked true Is Active true

Count of Incidents by Incident Type Group and Year



Percentage of Incident Type Group



Fire Incident Types

Filter & Reset

10/25

Alarm Date Range 10/1/25 to 10/31/25

Is Locked true

Is Active true

Count of Incidents by Type

Incident Type Group	Incident Type	Incident Type Code	Count of Incidents	
			10/2025	Grand Total
100 - Fire	Camper or recreational vehicle (RV) fire	137	1	1
300 - Rescue & EMS	EMS call, excluding vehicle accident with injury	321	62	62
	Jail Check	3111	2	2
	Medical assist, assist EMS crew	311	37	37
	Motor vehicle accident with injuries	322	3	3
	Motor vehicle accident with no injuries	324	1	1
300 - Rescue & EMS Total			105	105
400 - Hazardous Condition	Gas leak (natural gas or LPG)	412	1	1
500 - Service Call	Lift Assist (Non Injury)	5100	3	3
600 - Good Intent Call	Authorized controlled burning	631	1	1
	Dispatched & canceled en route	611	5	5
600 - Good Intent Call Total			6	6
700 - False Alarm	Smoke detector activation due to malfunction	733	1	1
900 - Special Incident	Citizen complaint	911	2	2
Grand Total			119	119



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October Training Report

Fire training for the Month of October focuses on technical rescue including rope rescue and live vehicle extrication training. Always proactive, not reactive, the City of Ely Fire Department prepares for winter road conditions by conducting this extrication training in the fall. These skills are of the most importance during these months as the road conditions bring added number of vehicle accidents requiring rapid extrication of injured personnel.

In-house training offered.

Thursday 16th Extrication tool review

3 Ely attendees

Sunday 19th Rope rescue training

6 Ely attendees

Thursday 23rd Live Extrication training

16 Ely attendees

8 County attendee

Live extrication training was performed at the City of Ely Landfill where over 20 volunteers from White Pine County and Ely Fire Department had the opportunity to train hands on with extrication tools. The City of Ely Landfill provided 4 vehicles for this training which gave everyone who attended the opportunity to participate.

Thank you to the City of Ely Landfill for letting us use the site and for the vehicles to train on.

WATER USE AGREEMENT

This Water Use Lease and Deed Agreement (this "AGREEMENT") is entered into effective as of October 1, 2025 ("Effective Date") by and between City of Ely ("CITY"), a municipal corporation of the State of Nevada, and White Pine County ("COUNTY"), a political subdivision of the State of Nevada. CITY and COUNTY are also referred to herein individually as "PARTY" and collectively as "PARTIES."

RECITALS

WHEREAS, the CITY is the owner of primary and supplemental groundwater, surface water and effluent rights designated by the Nevada Division of Water Resources ("STATE ENGINEER") as Water Right Permits, Permit No. 28113 (Certificate No. 8457), Permit No. 29669 (No Certificate Number), Permit No. 7650 (Certificate No. 2511), Permit No. 8769 (Certificate No. 2510), Permit No. 15613 (Certificate No. 6835), Permit No. 17061 (Certificate No. 6803), Permit No. 20811 (Certificate No. 7946), Permit No. 24379 (Certificate No. 8360), Permit No. 24660 (Certificate No. 8361), Permit No. 338 (Certificate No. 1085), and Permit No. 51327 (No Certificate Number), the foregoing 11 Permit Nos. are only portions of those rights appurtenant to APN 010-424-04, and hereinafter described as "CITY WATER RIGHTS;"

WHEREAS, the COUNTY is the owner of primary Industrial Groundwater Rights in Steptoe Valley designated by the STATE ENGINEER as Water Right Permit No. 72732 ("COUNTY WATER RIGHTS"), and these rights encompass a quantity of water equal to or greater than four hundred twenty and four tenths (420.4) AFA;

WHEREAS, the CITY and COUNTY recognize this AGREEMENT as an economic benefit to the CITY and COUNTY, which would include economic and social benefits to the CITY and COUNTY;

WHEREAS, the COUNTY's lease of the portion of the White Pine County Golf Course located on APN 010-424-04, commonly referred to as the "back 9 holes", from the CITY currently has an expiration date of May 31, 2051, the PARTIES have mutually agreed that this AGREEMENT shall have an initial term of five (5) years, subject to a renewal term of up to an additional five (5) years as further described in Section 5 of this AGREEMENT; and

WHEREAS, the primary objective of this AGREEMENT is to facilitate a reduction in the demand on the CITY's Municipal Water System via an interim arrangement that will enable the White Pine County Golf Course to utilize a shared replacement irrigation well ("REPLACEMENT WELL") that will deliver non-potable water, with the PARTIES aspiring to have the entire White Pine County Golf Course drawing from the REPLACEMENT WELL by April 1, 2027.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and COUNTY covenant and agree as follows:

ARTICLE I
LEASED AND DEEDED WATER RIGHTS

1. Grant of WATER RIGHTS from CITY to COUNTY for PERMITTED USES.

(a) The CITY hereby represents and warrants that it has all necessary authority and has performed all necessary actions required of a municipal government to lease to COUNTY the right to divert and use the CITY WATER RIGHTS, as specified herein.

(b) At no cost to COUNTY, the CITY hereby leases the CITY WATER RIGHTS appurtenant to APN 010-424-04 to the COUNTY in the amount of four hundred and twenty and four tenths (420.4) AFA (which amount is a combination of surface and underground rights).

(c) This lease of the CITY WATER RIGHTS to COUNTY for a term to expire upon expiration or termination of this AGREEMENT.

(d) Should the COUNTY ever acquire the "back 9 holes" of the White Pine County Golf Course (designated as parcel APN 010-424-04) from the CITY, the CITY shall deed the CITY WATER RIGHTS to COUNTY as part of such acquisition of APN 010-424-04 by the COUNTY. Until and unless such acquisition by the COUNTY occurs, the CITY shall maintain the CITY WATER RIGHTS in good standing and unencumbered, including associated infrastructure excluding the REPLACEMENT WELL that the COUNTY will develop, own and operate as part of its obligations under this AGREEMENT.

(e) Notwithstanding any other provision of this AGREEMENT, the PARTIES acknowledge and agree that their mutual interest in, and right to use, the REPLACEMENT WELL shall continue indefinitely, subject to modification or termination only by a written agreement duly executed and dated by both PARTIES, or as otherwise required by law.

(f) The CITY has the right under this AGREEMENT to reduce the amount of water available from the CITY's Municipal Water System to the COUNTY for irrigation of the "front 9 holes" of the White Pine County Golf Course, located on APN 010-420-93, if such reduction is necessary to ensure sufficient fire protection for the local community. Such reductions will occur whenever water reserves in the Courthouse Tanks fall below a minimum level of 25 feet. Reductions under this provision will be as extensive as required to ensure sufficient fire protection. The CITY's Public Works Director and the COUNTY's Parks and Building Maintenance Superintendent shall communicate and coordinate with respect to any reductions based on this provision.

(g) The CITY has the right to reduce the supply of water available to the COUNTY from the CITY's Municipal Water System for irrigation of the "front 9 holes" of the White Pine County Golf Course, located on APN 010-420-93, with prior notice to COUNTY and without consideration of the water level in the Courthouse Tanks, if the CITY's 17th and M Well or the Golf Course Municipal well become inoperative.

(h) As part of this AGREEMENT, the COUNTY shall drill a replacement irrigation well (the "REPLACEMENT WELL") that will serve as the point of diversion for both COUNTY and CITY's general irrigation water rights. The REPLACEMENT WELL shall include two separate water meters, one for the CITY and one for the COUNTY. Electricity costs for the operation of the REPLACEMENT WELL will be divided between the CITY and COUNTY proportionate to each entity's usage as recorded by the water meters. Other than costs related to the purchase and installation of the water meters, which shall be borne equally by the COUNTY and CITY, general maintenance costs for irrigation water including, but not limited to, the REPLACEMENT WELL, the pump, and other items necessary to maintain operation of the REPLACEMENT WELL, shall be divided between the CITY and the COUNTY proportionate to usage as recorded by the water meters.

(i) Until March 31, 2027, the CITY will supply to the White Pine County Golf Course at a discounted rate, the Inter-Organizational Rate, until the meter and infrastructure are operational. The CITY will supply water to the ("front 9 holes") portion of the White Pine County Golf Course, which is not located on the CITY's parcel APN 010-424-04, from the CITY's Municipal Water System at a discounted rate, the Inter-Organizational Rate, until Application 92501 is approved by the STATE ENGINEER or the COUNTY secures another viable option for watering the non-APN 010-424-04 portion of the White Pine County Golf Course, that is, the "front 9 holes" located on APN 010-420-93 .

(i) If the REPLACEMENT WELL is not operational by March 31, 2027, the Inter Organization Rate will be discontinued, and the CITY will then supply to the White Pine County Golf Course at the CITY water rate.

(ii) The following monthly allotments to be diverted and used by the COUNTY: three million three hundred thousand (3,300,000) gallons in April; four million four hundred thousand (4,400,000) gallons in May; six million six hundred thousand (6,600,000) gallons in June; six million six hundred thousand (6,600,000) gallons in July; six million six hundred thousand (6,600,000) gallons in August; five million five hundred thousand (5,500,000) gallons in September; and one million one hundred thousand (1,100,000) gallons in October; and zero (0) gallons in the other months of the year.

(iii) The COUNTY shall pay the CITY a discounted rate, the Inter-Organizational Rate, except as contemplated under section (1)(i)(i) above, for water diverted and used as part of the thirty-four million one hundred thousand (34,100,000) gallon annual allotment, as described in the preceding paragraph. The COUNTY shall pay the CITY the CITY water rate for any monthly usage in excess of the allotments described in the preceding paragraph.

(iv) The above-described monthly allotments do not "carry over." If the monthly allotment is not used in any given month, the unused portion cannot be added to the allotment of any other month.

2. Grant of WATER RIGHTS from CITY to COUNTY for PERMITTED USES.

(a) The COUNTY hereby represents and warrants that it has all necessary authority and has performed all necessary actions required of a county government to deed to CITY the right to divert and use the COUNTY WATER RIGHTS, as specified herein.

(b) The COUNTY shall hereby deed the COUNTY WATER RIGHTS to the CITY in the amount of four hundred and twenty and four tenths (420.4) AFA from the COUNTY's Industrial Water Rights in Steptoe Valley.

3. Scheduled Hours.

(a) The PARTIES agree that the COUNTY will exercise its access to the CITY WATER RIGHTS contemplated by this AGREEMENT solely during nighttime, which, for the purposes of this AGREEMENT, nighttime is hereby defined as the period beginning at 9:00 pm and concluding at 7:00 a.m.

(b) If watering during non-nighttime hours is ever needed, the COUNTY shall use the point of dispersal associated with CITY's Permit No. 8769 (Certificate No. 2510), the well located at the concrete pond.

4. Mitigation.

(a) Should issues arise during the term of this AGREEMENT pertaining to mitigation of existing water rights (existing at the time that this AGREEMENT goes into effect) of any person or entity, such issues shall be resolved in accordance with the Nevada Revised Statutes and Nevada Administrative Code.

5. Term and Termination.

(a) INITIAL TERM and RENEWAL TERM. The term of this AGREEMENT shall commence on the Commencement Date ("COMMENCEMENT DATE") of October 1, 2025 and continue thereafter for an initial term of five (5) years and ending on September 30, 2030 ("INITIAL TERM"), subject to the Renewal Term ("RENEWAL TERM") of up to an additional five (5) years as described in Section 5(b) of this AGREEMENT (below). For purposes of this AGREEMENT, COMMENCEMENT DATE means October 1, 2025. Each annual period commencing on October 1 (of any year) and ending on September 30 (of any year) shall hereinafter be referred to as a "TERM YEAR."

(b) NON-RENEWAL. The PARTIES shall have the right, exercisable during the INITIAL TERM by a signed and dated written notice to the other PARTY, to non-renew the term of this AGREEMENT with respect to all or any portion of the five (5) year RENEWAL TERM, subject to the time limits set forth in the following sentence. Any such notice to non-renew for all or less than all of the five (5) year RENEWAL TERM under Section 5(a) of this AGREEMENT (above) shall be delivered in a signed and dated writing to the other PARTY no later than thirty (30) days prior to the end of the INITIAL TERM of this AGREEMENT, i.e., shall be delivered to the other PARTY no later than August 31, 2030. Failure of a PARTY to

deliver a timely notice of non-renewal in a signed and dated writing to the other PARTY shall obligate the PARTIES to the RENEWAL TERM of this AGREEMENT.

(c) TERMINATION. This AGREEMENT may be terminated at any time by mutual written consent, signed and dated by the PARTIES, or as otherwise provided in this AGREEMENT. ~~Unless otherwise mutually agreed in a signed and dated writing, upon termination of expiration of this AGREEMENT, all rights, interests, obligations, and benefits granted or arising under this AGREEMENT shall automatically revert the PARTY or PARTIES that originally held such rights and interests prior to the execution of this AGREEMENT, without further action required but subject to 5(d) immediately below.~~

(d) RIGHT TO WELL CONTINUES INDEFINITELY. Notwithstanding any other provision of this AGREEMENT, the PARTIES acknowledge and agree that their mutual interest in, and right to use, the REPLACEMENT WELL shall continue indefinitely, subject to modification or termination only by a written agreement duly executed and dated by both PARTIES, or as otherwise required by law.

6. Exclusivity of Use.

(a) The CITY shall make no other commitments, be they verbal, implied, written or otherwise to any third party during the term of this AGREEMENT that would prevent the CITY from fulfilling its obligations to the COUNTY under this AGREEMENT.

(b) The CITY shall not, without the prior written, signed and dated, consent of COUNTY:

(i) Take any action which could cause the abandonment, cancellation, or forfeiture of the CITY WATER RIGHTS; or,

(ii) Apply for, seek, or implement any action which would change the status of the CITY WATER RIGHTS other than those actions required of the CITY to facilitate PERMITTED USES hereunder.

(c) The COUNTY shall make no other commitments, be they verbal, implied, written or otherwise to any third party during the term of this AGREEMENT that would prevent the COUNTY from fulfilling its obligations to the CITY under this AGREEMENT.

(d) The COUNTY shall not, without the prior written, signed and dated, consent of CITY:

(i) Take any action which could cause the abandonment, cancellation, or forfeiture of the COUNTY WATER RIGHTS; or,

(ii) Apply for, seek, or implement any action which would change the status of the COUNTY WATER RIGHTS other than those actions required of the COUNTY to facilitate PERMITTED USES hereunder.

ARTICLE II GENERAL TERMS AND CONDITIONS

7. Rights and Remedies.

(a) **Perpetuities.** To the extent that the AGREEMENT or any provision hereof could be construed to create, for purposes of the Nevada Rule Against Perpetuities (NRS §111.103 *et seq.*), a non-tested property interest for any period of time, the PARTIES agree that such interest shall vest if at all, within the time period allowed by such rule.

(b) **Default and Cure.**

(i) If either PARTY believes the other PARTY to be in default of any obligation, the allegedly wronged PARTY shall notify the allegedly defaulting PARTY in a signed and dated writing specifically articulating the nature of the alleged default. The allegedly defaulting PARTY shall then be entitled to either:

(1) Cure such default within 30 days;

(2) Commence to cure the alleged default within 30 days and thereafter diligently complete such cure; or,

(3) Challenge the legitimacy of the allegation.

(ii) If the allegedly defaulting PARTY challenges the legitimacy of the allegation and it is finally determined in a Court of competent jurisdiction that a default in fact occurred, the defaulting PARTY shall then have the right to:

(1) Cure such default within 30 days; or,

(2) Commence to cure the alleged default within 30 days and thereafter diligently complete such cure.

(b) **Remedies.**

(i) In the event a PARTY does not cure or challenge a default within the times permitted by Section 7(b) (above), the PARTY shall have all rights and remedies provided under Nevada law for a default under the AGREEMENT.

(ii) In the event of an uncured or unchallenged default, the non-defaulting PARTY shall be entitled to an injunction to prevent breaches or threatened breaches of the AGREEMENT and/or compel specific performance of the AGREEMENT because either PARTY would be irreparably harmed in the event of a breach by the other PARTY and monetary damages would be inadequate.

(iii) In the event that a PARTY seeks an injunction then that PARTY:

(1) Shall not be required to post a bond or other security to ensure the injunction;

(2) Shall not be required to provide proof of damages to ensure the injunction: and,

(3) Enforcement of the injunction shall not exclude the non-enjoined PARTY from seeking any and all other remedies that the non-enjoined PARTY may be entitled at law or in equity.

(iv) These rights and remedies available after complying with Section 7(b) shall not be mutually exclusive and the exercise of one or more such rights and remedies shall not preclude the exercise of any other rights and remedies.

8. Representations and Warranties.

(a) Validity of CITY WATER RIGHTS. The CITY represents and warrants that as of the date of execution of this AGREEMENT and the term of this AGREEMENT:

(i) The CITY WATER RIGHTS being leased to the COUNTY are and will remain valid and in good standing under applicable law;

(ii) The CITY holds and shall continue to hold title to the CITY WATER RIGHTS being leased to the COUNTY, free and clear of all liens, claims or other encumbrances; and,

(iii) The CITY has not contracted, optioned or otherwise obligated the CITY WATER RIGHTS to any third party.

(b) Validity of COUNTY WATER RIGHTS. The COUNTY represents and warrants that as of the date of execution of this AGREEMENT ~~and throughout the term of this AGREEMENT:~~

~~(i)~~ (i) The COUNTY WATER RIGHTS being deeded to the CITY are and will ~~be remain~~ valid and in good standing under applicable law; and,

~~(ii)~~ The COUNTY holds and shall continue to hold title to the COUNTY WATER RIGHTS being deeded to the CITY, free and clear of all liens, claims or other encumbrances; and,

~~(iii)~~ (ii) The COUNTY has not contracted, optioned or otherwise obligated the COUNTY WATER RIGHTS to any third party.

(c) Statutory Compliance. The CITY and COUNTY represent and warrant that as of the date of execution of this AGREEMENT that:

(i) The CITY and COUNTY are and will remain in compliance with Nevada law and have the authority to enter into this AGREEMENT; and,

(ii) The CITY and COUNTY have satisfied all legal preconditions to entering into the AGREEMENT.

9. Construction & Interpretation

(a) Construction.

(i) The AGREEMENT constitutes the entire understanding and agreement between the PARTIES, and supersedes all prior representation, negotiations, and agreements.

(ii) The AGREEMENT shall be governed by and construed in accordance with the laws of the State of Nevada.

(iii) The Seventh Judicial District Court, in and for the County of White Pine, State of Nevada, will be the forum for any litigation arising from or relating to the AGREEMENT.

(iv) Neither PARTY shall be deemed the drafter of this document as both PARTIES have had their respective counsel read, review and revise the terms stated herein before this AGREEMENT was executed by either PARTY.

(b) Interpretation.

(i) Both PARTIES have approved the language of this AGREEMENT and agree the language expresses their mutual intent. Therefore, there is no drafter and thus cannot be presumption for or against a drafter in interpreting or enforcing this AGREEMENT.

(ii) No rule of strict construction shall be applied against either PARTY.

(iii) No delay or failure by either PARTY to exercise any right under this AGREEMENT, and no partial or single exercise of that right, shall constitute waiver of that or any other right, unless expressly permitted herein. Either PARTY may, by notice delivered in the manner provided in this AGREEMENT, but shall not be under obligations to, waive any of its rights or any conditions to obligations it is owed, or any covenant or duty of any other PARTY. No waiver shall affect or alter the remainder of the AGREEMENT, and each and every covenant, duty, and condition shall continue in full force and effect with respect to any other breach, whether existing prior to or occurring subsequent to the waiver.

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

10. Notice.

Any notice that is required or permitted to be given under this AGREEMENT shall be in a signed and dated writing and be deemed sufficiently given when sent by email (with proof of read receipt required), certified or registered United States Mail, or by Overnight Delivery by a nationally recognized carrier to the respective addresses of the CITY and COUNTY as set forth below:

If to the CITY: Mayor, City of Ely
C/O City Clerk
501 Mill St.
CityClerk@cityofelynv.gov
(775) 289-2430

If to the COUNTY: Chairperson, Board of County Commissioners
C/O: County Clerk
1786 Great Basin Blvd., Suite 3
Ely, Nevada 89301
WPClerk@WhitePineCountyNV.gov
(775) 293-6509

Such addresses may be changed from time to time by means of a notice given as provided in this Section (Section 10).

11. Successors and Assigns.

- a. Neither CITY nor COUNTY shall have the right to assign, convey, mortgage, encumber or transfer ("ASSIGNMENT"), without prior written consent of the other PARTY, any of its rights, benefits, privileges, interests or obligations arising hereunder, which shall in all respects remain subject to the terms and conditions of this AGREEMENT. In the event of such ASSIGNMENT, the PARTY making the ASSIGNMENT shall send a signed and dated written notice to the other PARTY notifying that PARTY of such ASSIGNMENT, and each permitted assignee shall sign and agree in a dated writing, in a customary form reasonably acceptable to the PARTY not making the ASSIGNMENT, to be bound by the terms and conditions of this AGREEMENT, including, but not limited to, using the leased and/or deeded WATER RIGHTS only for the PERMITTED USES. Without limiting the generality of the foregoing, the rights and obligations of the PARTIES hereto shall inure to the benefit of and be binding upon their respective successors and assigns.

- b. Any other ASSIGNMENT, conveyance, or transfer of either PARTY's right, title, or interest under this AGREEMENT not specifically described in Section 11(a) herein (above) shall require the prior written, signed and dated, consent of the other PARTY in its sole and absolute discretion and any unpermitted ASSIGNMENT shall be voidable by the other PARTY.

12. Miscellaneous.

- a. Modification. No modification, variation, or amendment of this AGREEMENT will be effective unless in writing, signed and dated, by both PARTIES.
- b. Authorization. Each individual executing the AGREEMENT does thereby represent and warrant that he or she has been duly authorized to sign the AGREEMENT in his or her capacity on behalf of the entities it represents.
- c. Force Majeure.
 - i. Force Majeure. The failure to perform or to comply with any of the obligations under the AGREEMENT, either expressed or implied, on the part of a PARTY shall not be a ground for termination of the AGREEMENT, and such PARTY shall not be liable for failure to perform its obligations during any period in which performance is prevented, in whole or in part, by events of "Force Majeure."
 - ii. Definition. The term "Force Majeure" shall include events or causes beyond the reasonable control of a PARTY including acts of God; actions of the elements, including, but not limited to, inclement weather, floods, slides, cave-ins, sinkholes, earthquakes, and drought; acts of war or conditions arising out of or attributable to war, whether declared or undeclared; riot; civil strife; pandemic; fire; explosion; curtailment or suspension of activities to remedy or avoid an actual or alleged, present, or future violation of federal, state or local environmental standard; a change in the laws, rules, regulations, orders, directories and requests of government bodies or agencies that do or may provide direct or indirect oversight of the primary activities involved; inability to obtain reasonably acceptable terms or in reasonably acceptable time any public or private licenses, permits, or other authorizations relevant to activities or purposes of the AGREEMENT; or any other cause whatsoever beyond the control of such PARTY, whether similar or dissimilar to the foregoing, that frustrate the purpose of the AGREEMENT, except for the inability to meet financial commitments.
 - iii. Use of Force Majeure. If a PARTY is delayed in or prevented from performing any obligation by any such cause, the time of such delay or interruption shall not be counted against the term of the AGREEMENT, and the AGREEMENT shall be extended while and so long as such performance is delayed or prevented. If a PARTY desires to invoke the

provisions of this section, it shall file notice of the event or condition causing Force Majeure within ninety (90) days of the instigation of such event or condition and thereafter advise the other PARTY with respect to its efforts to resolve the situation causing Force Majeure and of termination of such event or condition.

- d. Execution. The AGREEMENT may be executed cooperatively by the PARTIES or in counterparts. If executed in counterparts, each shall be deemed an original, but all of which together shall constitute one or the same AGREEMENT.
- e. Recording. A copy of the AGREEMENT, or executed counterparts, shall be recorded in the official records of the White Pine County Recorder concurrently with the cooperative execution of delivery of counterparts to the PARTIES. A copy of the AGREEMENT, or executed counterparts, shall also be filed with the STATE ENGINEER, Carson City, Nevada, with applicable notice thereof being placed in the WATER RIGHTS.
- f. Binding. Subject to the provisions of Sections 11(a) and 11(b), this AGREEMENT will inure to the benefit of and be binding upon the PARTIES hereto and their respective successors, permitted assigns, administrators, and legal representatives.
- g. Further Assurances. From time to time, whether at or after execution of this AGREEMENT, as and when requested, the PARTIES agree to execute, acknowledge, and deliver all such instruments or documents and take such other action as may be reasonable or necessary to effectuate the terms, conditions, and purposes of this AGREEMENT.
- h. Severability. Any provision of this AGREEMENT that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.
- i. Open Meeting Law. This AGREEMENT and any amendment, modification, alteration, or change of the provisions of this AGREEMENT shall only be approved in an open meeting, unless a specific statutory provision allows or requires the discussion or negotiations to be held in private. Notwithstanding, any results of the negotiations or discussions shall be placed on the record pursuant to Nevada's Open Meeting Law.
- j. Legal Requirements. All PARTIES to this AGREEMENT shall comply with all applicable federal, state, and local laws in performing this AGREEMENT.
- k. Final Expiration. ~~Upon final expiration of the Term, the AGREEMENT shall immediately terminate all ownership interests, licenses and other rights to the control, and no PARTY shall owe the other PARTY any further duties.~~

~~obligations or consideration, save those duties and obligations which expressly survive the termination of this AGREEMENT.~~

h.k. Survival. Any and all provisions of this AGREEMENT which, by their nature, would reasonably be expected to be complied with or performed after the expiration or termination of this AGREEMENT shall survive and be enforceable after the expiration or termination of this AGREEMENT. Termination or expiration of this AGREEMENT shall not affect the rights or obligations of either PARTY that have arisen before the date of such termination or expiration. A PARTY's indemnification and confidentiality obligations shall survive termination or expiration of this AGREEMENT in the manner described herein.

m.l. Relationship of the PARTIES. Neither PARTY is the agent, employee, or legal representative of the other. Each PARTY has and hereby retains the right to exercise full control of and supervision over the performance of its obligations hereunder and full control over the employment, direction, compensation, and discharge of its employees assisting in the performance of such obligations.

[Signatures on Following Page]

IN WITNESS WHEREOF, and intending to be bound as of the Effective Date, the PARTIES have caused this AGREEMENT to be signed and delivered by their duly authorized representatives.

CITY OF ELY

By: _____
NATHAN ROBERTSON
MAYOR, CITY OF ELY

STATE OF NEVADA)
) SS
COUNTY OF WHITE PINE)

This instrument was acknowledged before me on _____,
2025 by NATHAN ROBERTSON, Mayor of the City of Ely, who being duly appointed and
authorized does hereby bind City of Ely, a political subdivision of the State of Nevada.

(Notary stamp)

Signature of Notary Public

WHITE PINE COUNTY

By: _____
JANET VANCAMP, CHAIRPERSON
BOARD OF COUNTY COMMISSIONERS

STATE OF NEVADA)
) SS
COUNTY OF WHITE PINE)

This instrument was acknowledged before me on _____,
2025 by JANET VANCAMP, Chairperson of the White Pine County Board of County
Commissioners, who being duly appointed and authorized does hereby bind White Pine County,
a political subdivision of the State of Nevada.

(Notary stamp)

Signature of Notary Public

City of Ely

501 Mill St, Ely NV 89301 775-289-2430

EMPLOYMENT APPLICATION

An Equal Opportunity Employer

If you believe you require an accommodation during the selection process, please contact us to make appropriate arrangements

Name Patrick 'Chris'topher Flannery Date 10/31/2025

Address ..

City _____ State NV Zip Code _____

Email address: _____

Telephone(s) Home () Cell () Work ()

Position Applied for Building Official / Inspector

How did you hear about this position? ☐ Advertisement ☐ Walk-In ☒ Referral (by whom?) local contractors

☐ Other (explain) _____

If offered employment, when will you be available to begin? after 2 weeks notice to current employer

What type of employment will you accept? ☒ Full-Time ☐ Part-Time ☐ Temporary

Will you be available for shift work? ☒ Yes ☐ No

Will you be available to work weekends and/or holidays if necessary? ☒ Yes ☐ No

Have you been given a job description or had the requirements of the job explained to you?..... ☒ Yes ☐ No

Do you understand the job requirements? ☒ Yes ☐ No

Can you perform the essential functions of this job with or without reasonable accommodation? ☒ Yes ☐ No

To qualify for employment, applicants must be at least 18 years of age unless otherwise specified in the job announcement. If offered employment, can you furnish proof of age? ☒ Yes ☐ No

After an offer of employment, can you submit verification of your legal right to work in the United States?.....☒ Yes ☐ No

List other names, if any, you have used. Chris Flannery

EDUCATION RECORD

Did you graduate from high school or receive a GED certificate? ☒ Yes ☐ No

Did you graduate from high school or receive a GED certificate? ☒ Yes ☐ No				
School Name	Location	Hours Earned	Diploma, Degree, or Certificate	Major Field of Study
Business/Technical/Vocational		completed all	Commercial/Residential Cert	Building Codes/Plan Review
1.		completed all	commercial/residential Cert	Structural 101 & 102/CEU's
2.				
College/University (Undergraduate)				
1.				
2.				
Graduate School				

LICENSES (Optional, unless required for the position for which you are now applying.)

List current licenses, certifications, or registrations required for the position for which you are applying. Indicate types, state license numbers, and expiration dates.

ICC Building Inspector #5130300 (Commercial/Residential)

IOS #2339

Answer only if position requires.

Do you possess a valid driver's license? ☒ Yes ☐ No

If so, license expires 08/01/2028 Class C Restrictions (if any) none

For positions that require typing: I certify that I can type at a speed of _____ WPM.

In addition to English, list any other language abilities you possess.

Verbal fluency in _____

Written fluency in _____

List any special skills you possess and/or equipment or office machines you can operate.

Plan review & permitting software

OTHER INFORMATION

Have you ever been disciplined in your employment related to workplace violence?..... ☐ Yes ☒ No

If yes, please explain.

Do you presently use illegal drugs?..... ☐ Yes ☒ No

Have you ever been employed by the City of Ely? ☒ Yes ☒ No

If yes, please provide the following information:

Department Building Dept Position Title Building Official-Contracted through Precision

Dates of Employment 2006 Reason for Separation Precision contract ended

Are you related to anyone who is currently employed by the City of Ely? .. ☐ Yes ☒ No

If yes, please provide the following information:

Related person's name _____ Department _____

Relationship _____

THIS SECTION IS TO BE COMPLETED ONLY IF YOU ARE APPLYING FOR A POSITION:

- **AS A PEACE OFFICER OR FIREFIGHTER.**
- **WHICH HAS ACCESS TO THE NEVADA CRIMINAL JUSTICE INFORMATION SYSTEM OR THE NATIONAL CRIME INFORMATION CENTER.**
- **WHICH A STATE OR FEDERAL LAW REQUIRE CRIMINAL HISTORY INFORMATION.**

Have you ever been convicted of, pled guilty or nolo contendere to, or been granted deferred adjudication for a felony, misdemeanor (excluding juvenile adjudication), or any lesser crime other than a minor traffic infraction?..... ☐ Yes ☐ No

Do you have any pending court charges that have not been adjudicated?..... ☐ Yes ☐ No

If you have answered yes to either question, list all such offenses and provide date, name of court, and disposition (if any). You may omit minor traffic violations for which you paid a fine of \$50 or less. Omission of information may be considered cause for disqualification from the employment pre-screening process or result in termination of employment.

FOR POSITIONS, OTHER THAN THOSE IDENTIFIED ABOVE:

- The criminal history of an applicant will only be considered after the final interview which is conducted in person or an offer of employment has been made, whichever occurs first.
- The City of Ely may, before selecting an applicant as a finalist or extending a conditional offer, notify the applicant of any provisions of law that disqualify a person with a particular criminal history from employment in a particular position.
- A record of conviction will not necessarily bar the applicant from employment. Factors to be considered when looking at records of criminal history include:
 - Length of time passed since the offense;
 - Age of applicant at the time of the offense;
 - Severity and nature of the offense;
 - Relationship of the offense to the position applying for; and
 - Evidence of rehabilitation of the applicant.
- The following will not be considered:
 - Arrests which did not result in a conviction;
 - Record of convictions that were dismissed, expunged, or sealed; and
 - Infractions or misdemeanors for which a sentence of imprisonment in a county jail was not imposed.

EMPLOYMENT HISTORY

Provide information regarding all paid employment (include military employment if duties/assignments relate to the job you are applying for). Volunteer work which may be related to the position for which you are applying should also be provided. Describe your most recent position first; then list other positions in order held. Use a separate block for each position, even if with the same employer. Use additional sheets if necessary. Do NOT use references such as "See Résumé" in place of completing this section.

May we contact all employers listed? (Attach a list of any exceptions with an explanation.) ☒ Yes ☐ No

Present Employer _____ Present Position Building & Fire Inspector

Address _____ From (Mo/Yr) 10/2024 To (Mo/Yr) present

City _____ ☒ Full-Time (30+ hrs/wk) ☐ Part-Time (<30 hrs/wk)

State _____ Zip Code _____

Supervisor's Name/Title DO NOT CONTACT AT THIS TIME Telephone _____

Related Duties: performing commercial, residential & fire inspections
including plan review & counter customer service for answering technical questions

Reason for Leaving: _____

Employer _____ Position Residential Construction Superintendent

Address _____ From (Mo/Yr) 07/2023 To (Mo/Yr) 10/2024

City _____ ☒ Full-Time (30+ hrs/wk) ☐ Part-Time (<30 hrs/wk)

State _____ Zip Code _____

Supervisor's Name/Title _____ Telephone _____

Related Duties: Oversee construction of homes, working with contractors and upper management to
meet deadlines and following safety protocols. Osha 30 hour credentialed

Reason for Leaving: Offered a job at building dept

Employer _____ Position Structural 101, 102 & CEU Instructor

Address _____ From (Mo/Yr) 2015 To (Mo/Yr) 2025

City _____ ☐ Full-Time (30+ hrs/wk) ☒ Part-Time (<30 hrs/wk)

State _____ Zip Code _____

Supervisor's Name/Title _____ Telephone _____

Related Duties: Instructor for Structural Inspections based off of Building Codes and State
Regulations of NAC 645D

Reason for Leaving: School was bought out and profit sharing wages reduced

Employer _____ Position _____
Address _____ From (Mo/Yr) 11/2015 To (Mo/Yr) 03/2024
City _____ ☒ Full-Time (30+ hrs/wk) ☐ Part-Time (<30 hrs/wk)
State _____ Zip Code _____
Supervisor's Name/Title _____ Telephon _____
Related Duties: Commercial & Residential Inspections following State NAC 645D

Reason for Leaving: Market flattened out and housing market poor

Employer _____ Position _____
Address _____ From (Mo/Yr) _____ To (Mo/Yr) _____
City _____ ☐ Full-Time (30+ hrs/wk) ☐ Part-Time (<30 hrs/wk)
State _____ Zip Code _____
Supervisor's Name/Title _____ Telephone () _____
Related Duties: _____

Reason for Leaving: _____

Please state below any other information that would be helpful in determining your qualifications for this position. You may include significant accomplishments, previous career highlights, or any other relevant information that is not requested in this employment application.

Previously as Building Official & Building & Planning Director at White Pine County from 2006-2014: Managed and coordinated the Building and Planning Department, prepared and administer department hudget, evaluated the need for and develop procedures, methods and schedules, ensuring compliance with appropriate laws and development standards. Analyze problems, identify alternative solutions. Wrote ordinances for Building Codes and flood plain national flood insurance program (1st).
--Current St of NV Energy Code Ambassador
--State of NV Approved Instructor for Structural Inspections
--More information provided upon request

ACKNOWLEDGMENTS

Please **READ ALL** of the following statements and **INITIAL EACH** of the lines to indicate you have read and understand each of the statements. If you have any questions, contact Janette Trask, (Human Resources Department).

- PF All offers of employment and all information regarding compensation and other terms and conditions of employment will be made in writing. Verbal statements may not be relied upon.
- PF This application is the property of the City of Ely and will become part of my personnel file if I am hired.
- PF I authorize the City of Ely to contact any employer or individual to obtain from them any relevant information regarding my previous employment, military service, criminal history, characteristics or traits necessary for job performance, or other relevant qualifications for employment and/or continued employment with the City of Ely. In addition, I authorize the City of Ely to conduct a background search which includes criminal history and military history. In addition, if the position for which I am applying requires driving a vehicle, I authorize the City of Ely to conduct a Department of Motor Vehicles (DMV) search. If the position for which I am applying involves contact with minors or with any persons having diminished capacity to care for themselves, a search of government sex offender registries may be conducted. I further authorize the City of Ely to contact any institution and/or licensing authority to verify my possession of education, licenses, and/or certificates which may qualify me for employment.
- PF In exchange for the City of Ely consideration of my employment application, and/or any continued employment with the City of Ely, I authorize anyone possessing information to furnish it to the City of Ely upon request, and I release the organizations and all individuals providing the information or acquiring the information, including the City of Ely, from all claims, liability, and damages whatsoever claimed to be related to furnishing, obtaining, or using said information. This release applies to, but is not limited to, claims for defamation, libel, slander, infliction of emotional distress, and interference with current or prospective economic relations.
- PF I further understand this consent will apply during the entire course of my employment with the City of Ely should I obtain such employment. I understand and agree this consent shall remain in affect indefinitely.
- PF I hereby certify that all statements made in this application are true. I understand that any false statement of material facts herein may cause forfeiture on my part of all rights to any employment with the City of Ely. I understand that any misrepresentation, falsification, or material omission of information may result in my failure to receive an offer, or if I have been hired, in my dismissal from employment regardless of length of employment. I understand that neither this document nor any offer of employment from the City of Ely constitutes an employment contract unless a specific contract document to that effect is executed. I agree to undergo any job-related drug screening and physical examination upon conditional offer of employment. I understand that the City of Ely is not requesting genetic information from the drug screening or the physical examination and that the person administering the examination should not provide genetic information to the City of Ely. I further understand and agree that this paragraph applies to any information supplied by me at a later date as part of this application.
- PF Per NRS 281.060 (2), I opt to exercise my rights by voluntarily attaching a copy of my DD214. NRS 281.060(2) states preference must be given, *if qualifications of applicants are equal*: a) first, to an honorably discharged military personnel of the United States who is a citizen of Nevada; and b) second, to other citizens of Nevada.

Additionally, my signature below certifies that the information provided is true and correct to the best of my knowledge.

Signature of Applicant



Date 10/31/2025

NEVADA NORTHERN RAILWAY

NATIONAL HISTORIC LANDMARK



Nevada Northern Railway Foundation

A Nevada 501 (c) 3 Non-Profit Corporation

Depot: 1100 Avenue A, Ely, Nevada 89301

Mailing Address: PO Box 150040, Ely, Nevada 89315

Voice: (775) 289-2085 • Web: www.nnry.com • E-mail: info@nnry.com

Monthly Operations Report for October 2025

1. Locomotive Status – No change
 - a. Locomotives in service: 250, 109, 801, Wrecking Crane A & Rotary B.
 - b. Staff and volunteers are working on Locomotive 802 with the goal of bringing it back to service this summer.
 - b. On Locomotive 81 work is progressing on the pilot truck.
 - c. Locomotive 93 suffered a hub liner and crown brass failure on axle 4. We have dropped the axle and taken it to Salt Lake. Fortunately, the axle can be turned. The axle has been turned and the locomotive bearing bronze has been ordered.
 - d. During an inspection of the Doodlebug, we found a crack in the power truck frame. We are in the process of make a repair and returning the car to service.
 - e. Locomotive 105 is out of service for radiator leaks.
 - f. Locomotive 40 is out of service for her heavy repairs. We have started on her repairs; she will be out of service until 2027.
 - g. Locomotives out of service needing moderate repairs: #201
 - h. Locomotives waiting funding for restoration: Steptoe Valley Smelting and Mining #309 and Rotary Snowplow B (for boiler overhaul.)
 - i. Locomotives out of service needing heavy repairs #80 and the military locomotives.
2. Rolling Stock Status – No change
 - a. Passenger equipment in service: #05, #07, #08, #09, Flatcar #23, Baggage/RPO #20, Outfit Car #06 and Caboose 6.
 - b. Passenger Coach 5 is in service but it needs to be lettered in gold leaf.
 - c. Passenger equipment out of service: #10, #2 and #05 needing heavy repairs.
 - d. Caboose in service: #3 #6 and #22 are operational.
 - e. Caboose out service: #5
3. Track Status – No change
 - a. Keystone Branch is open.
 - b. Adverse Branch is open.
 - c. Museum Branch is open.
4. Ridership and Ticket Sales – Updated
 - a. In October we carried 1,565 passengers, this was essentially the same as compared to the previous year.

Award Winning Destination

Best Adrenaline Rush in Rural Nevada – 2020

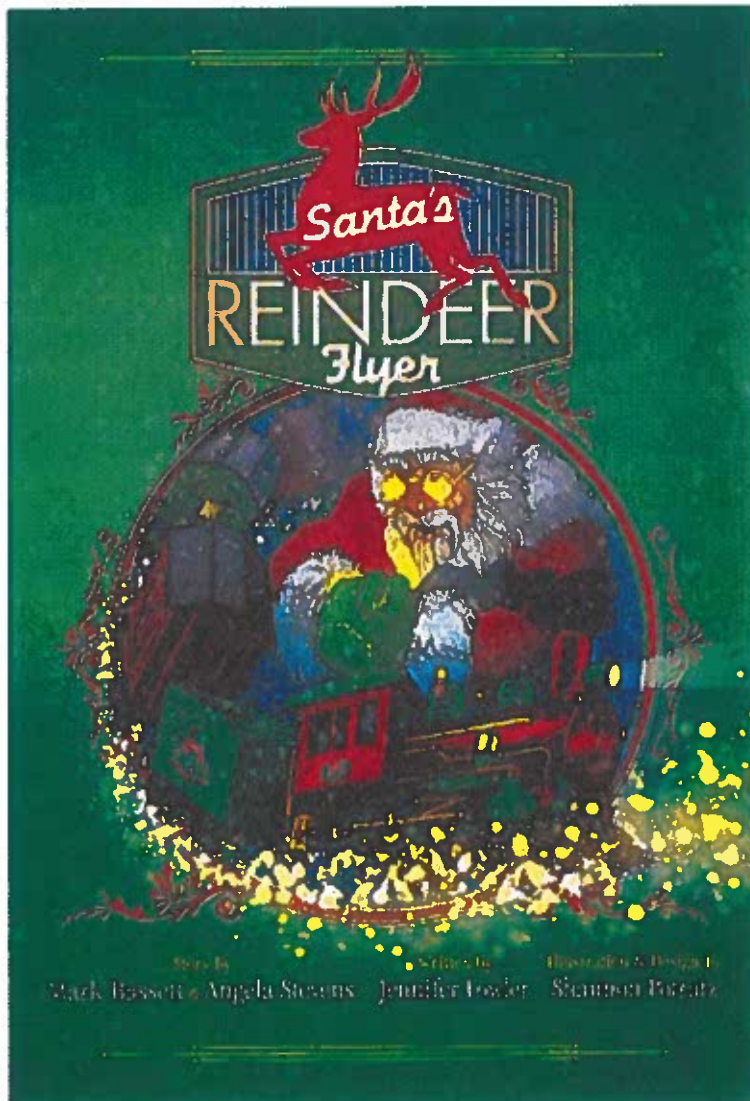
Best Historic Railroad of the West – 2023, 2022

Best Museum in Rural Nevada – 2022, 2020, 2017, 2016, 2014, 2013, 2010, 2009, 2008

Trip Advisor Certificate of Excellence – 2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014

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

- b. So far this year we have carried 12,163 passengers, this was an increase of 1% compared to the previous year.
 - c. Since operations began in 1987, we have carried 392,085 passengers.
5. Economic Impact – The average non-gaming & gaming daily expenditure per overnight visitor \$174.
Economic impact for October 2025 was $1,565 \times \$174 = \$272,310$.
Economic impact year to date was $12,163 \times \$174 = \$2,116,362$
These numbers only reflect the economic impact of our train passengers and does not include visitors who did not ride the train.
6. Social Media: Our reach on social media continues to expand:
- a. Our Facebook views was 2,058,326
 - b. Our Facebook reach last month was 722,103
 - c. We have 137,900 page likes.
 - d. 236,116 people follow our page.
7. Santa's Reindeer Flyer – I'm happy to report, that the book is now being printed. We should have copies before the first train.

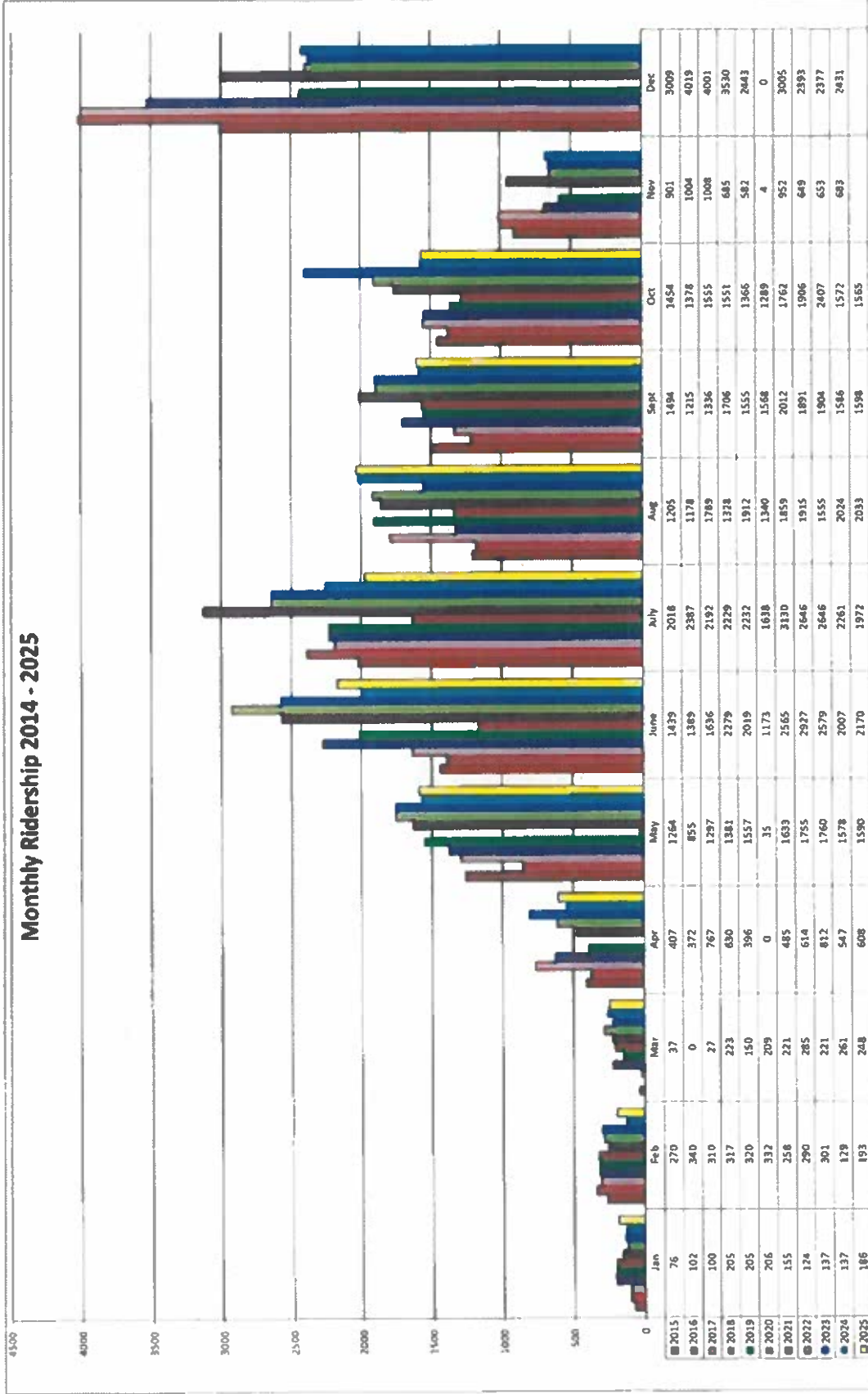




Our signature events in October are the Pumpkin Patch Caper (above) where passengers get to choose a pumpkin to take home. On the last two Fridays and Saturdays in October the Haunted Ghost Train pulls out of the station with a strange crew!



Monthly Ridership 2014 - 2025

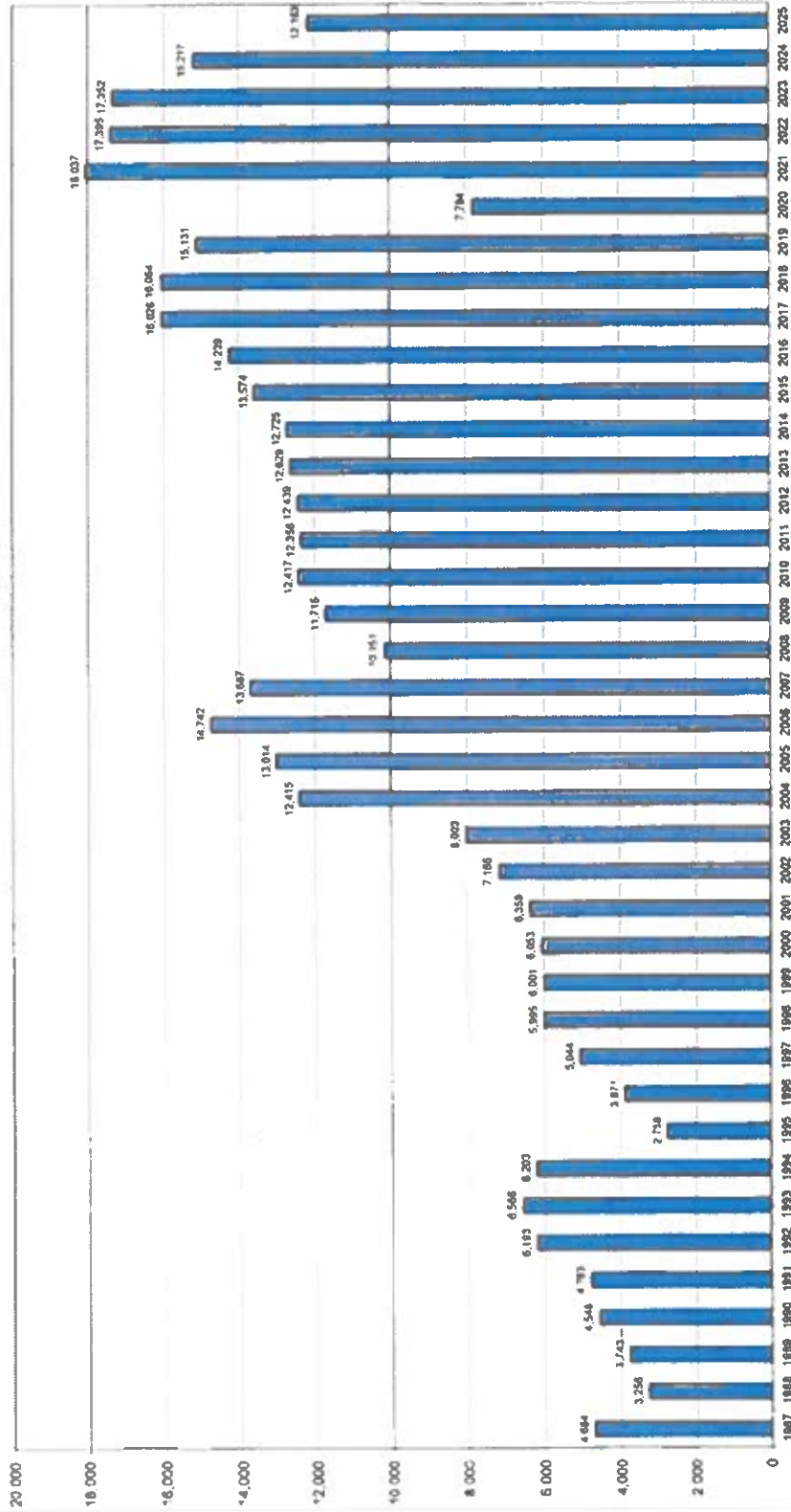


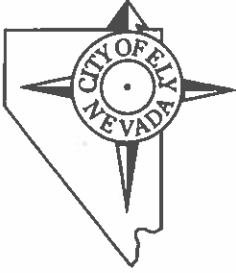
Total Ridership

1987 - 2025

392,085 Passengers

Through October 31, 2025





CITY OF ELY

501 Mill Street Ely, Nevada 89301

City Hall (775) 289-2430

Cityofelynv.gov

RECAP **ELY MUNICIPAL UTILITIES BOARD** **REGULAR MEETING**

November 13, 2025, 8:00 a.m. – Ely Volunteer Fire Hall – 499 Mill Street – Ely, Nevada

B. OLD BUSINESS

1. Board Members – *Robinson Nevada Mining Company* (RNMC) representative – Discussion only – Update to the Utility Board on the *Robinson Nevada Development*, Ruth Pit Development and water mitigation efforts within the City of Ely.

From: Kyle Tate <Kyle.Tate@us.kghm.com>
Sent: Wednesday, November 12, 2025 9:42 AM
To: Jennifer Lee
Cc: Patti Cobb
Subject: Utility Board Meeting 11/13

Good Morning Jennifer,

I have a conflicting meeting that will prevent me from being able to attend tomorrow's meeting. I am providing the information below to serve as an update on "Old Business" Item B1.

Robinson currently has mining activities occurring in both the Liberty and Veteran pits. The following is a breakdown of dewatering efforts from the South Block:

Approximately 7,500 gpm is being pumped. Of that roughly 2,250 gpm is going into Gleason Creek and the rest is reporting to the Mill for ore processing needs. RW-7P is currently producing approximately 860 gpm that is being distributed into the city water system.

Please let me know if there are any questions or concerns.

Thanks,

Kyle Tate
Manager – Environmental Services

T +1 775 289 7113
C +1 406 925 3179
Kyle.Tate@us.kghm.com



Robinson Mine
4232 West White Pine County Road 44
Ruth, NV 89319 U.S.A
www.kghm.com

C. NEW BUSINESS

1. Mayor Robertson – City Engineer Almberg – Discussion/For Possible Action – Recommendation to approve proposed Water Use Agreement between the City of Ely and White Pine County for a shared replacement well and an exchange of water rights.
Recommended to table
2. Councilwoman Van Camp – Discussion/For Possible Action – Recommendation to direct the City Attorney and City Treasurer to evaluate the feasibility of transferring the collection of City of Ely Regional Landfill fees from the City of Ely’s billing system to a special assessment included on White Pine County property tax bills.
Recommended Approval
3. Board Members – City Engineer Almberg – Discussion/For Possible Action – Recommendation to approve Change Order Number 1 to the Morley Avenue Sewer Upgrade Project contract for an extension of project deadline to December 31, 2025.
Recommended Approval