



**STATE OF NEVADA  
DEPARTMENT OF TAXATION**

Web Site: <http://tax.nv.gov>

1550 College Parkway, Suite 115  
Carson City, Nevada 89706-7937  
Phone: (775) 684-2000 Fax: (775) 684-2020

**RENO OFFICE**  
4600 Kietzke Lane  
Building L, Suite 235  
Reno, Nevada 89502  
Phone: (775) 687-9999  
Fax: (775) 688-1303

**BRIAN SANDOVAL**  
Governor  
**JAMES DEVOLLO**  
Chair, Nevada Tax Commission  
**WILLIAM D. ANDERSON**  
Executive Director

**LAS VEGAS OFFICE**  
Grant Sawyer Office Building, Suite 1300  
655 E. Washington Avenue  
Las Vegas, Nevada 89101  
Phone: (702) 486-2300 Fax: (702) 486-2373

**HENDERSON OFFICE**  
2550 Paseo Verde Parkway, Suite 180  
Henderson, Nevada 89074  
Phone: (702) 486-2300  
Fax: (702) 486-3377

July 19, 2018

Mr. Robert Switzer, City Administrator  
City of Ely  
480 Campton Street  
Ely, NV 89301

Re: Final Budget – Fiscal Year 2019

Dear Mr. Switzer:

The Department of Taxation has examined your final budget in accordance with NRS 354.598. We find the revisions you have made to the budget to be in compliance with the law and appropriate regulations.

If you should have any questions, please do not hesitate to call me at (775) 684-2077. My e-mail address is [kgransbery@tax.state.nv.us](mailto:kgransbery@tax.state.nv.us).

Sincerely,

  
Keri Gransbery  
Budget Analyst  
Local Government Finance  
Division of Local Government Services

cc: Mayor Melody Van Camp  
501 Mill Street  
Ely, NV 89301

City of Ely Council Members  
501 Mill Street  
Ely, NV 89301



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July 12, 2018

Mr. Robert Switzer, City Administrator  
City of Ely  
480 Campton Street  
Ely, NV 89301

Re: Final Budget – Fiscal Year 2019

Dear Mr. Switzer:

The Department of Taxation has examined your final budget in accordance with NRS 354.598. We do not find the budget to be in compliance with the law and appropriate regulations.

After numerous telephone calls and emails to Ms. Janett Trask, Treasurer as well as you, the Department is issuing a non-compliance letter in regards to the City of Ely's final budget. There are a number of issues that concern the Department.

1. The Street Fund on page 16 of the final budget has a budgeted ending fund balance in the amount of \$5,829.00. This is a violation of NRS 354.598(5).
2. The Beautification Fund on page 17 of the final budget has a budgeted ending fund balance in the amount of \$122.00. This is also a violation of NRS 354.598(5).
3. It has been noted that changes have been made to the tentative column of the final budget. For future reference, please be aware that these numbers cannot be changed after submitted and approved by the department. Any changes to the tentative budget should be made in the final column only.

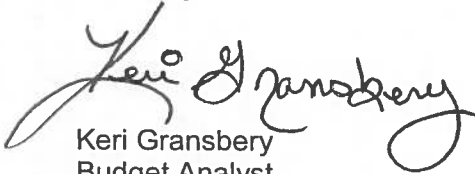
Please be advised the following tax rates were presented to the Nevada Tax Commission on June 25, 2018 for certification:

Operating tax rate	\$ 0.0000
Voter approved rate	0.0000
Legislative override rate	0.0000
Debt service rate	<u>0.0000</u>
	\$ 0.0000

**Please be aware that you are not in compliance and do not have an approved budget for the 2019 Fiscal Year. This situation needs to be corrected immediately.**

If you should have any questions, please do not hesitate to call me at (775) 684-2077. My e-mail address is [kgransbery@tax.state.nv.us](mailto:kgransbery@tax.state.nv.us).

Sincerely,

A handwritten signature in black ink, appearing to read "Keri Gransbery", with a large, stylized flourish at the end.

Keri Gransbery  
Budget Analyst  
Local Government Finance  
Division of Local Government Services

CC: Mayor Melody Van Camp  
501 Mill Street  
Ely, NV 89301

City of Ely Council Members  
501 Mill Street  
Ely, NV 89301

TO: WHITE PINE COUNTY RECORDER

RETURN TO:

CITY ATTORNEY  
CITY OF ELY  
501 MILL STREET  
ELY, NV 89301

ORDER OF ABANDONMENT

WHEREAS, the Ely City Council, of the City of Ely, County of White Pine, State of Nevada, desires to abandon a portion of a city road, alleyway or easement located in the City of Ely, County of White Pine, State of Nevada, hereinafter particularly described; and

WHEREAS, the proposed abandonment was reviewed by the Ely Planning Commission pursuant to NRS 278.240 resulting in a recommendation to the governing board to abandon the portion of the city road, alleyway, or easement; and

WHEREAS, proper notice of a public hearing on the proposed abandonment was given and said public hearing was conducted pursuant to NRS 278.480.

NOW, THEREFORE, the City Council, City of Ely, County of White Pine, State of Nevada does hereby find that the public will not be materially injured by the proposed abandonment and it is therefore the order of the City Council, City of Ely, County of White Pine, State of Nevada, that the portion of the city road, alleyway or easement described herein is hereby abandoned, to wit:

See attached Exhibit "A"

IT IS HEREBY ORDERED, that the above described vacated portion of the City road, alleyway or easement hereby reverts to the abutting property owner, without charge on the

grounds that there is a public benefit in not developing or maintaining the identified City road, alleyway or easement which offsets the reasonable value of the identified property.

ORDERED this \_\_\_\_ day of July, 2018.

Ely City Council  
County of White Pine, State of Nevada

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MELODY VAN CAMP, MAYOR

ATTEST:

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ROBERT SWITZER, City Administrator

# EXHIBIT A

EXHIBIT A

March 6, 2018

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

Legal Description

A strip of land situated in NE¼ and SE¼, Section 16, Township 16 North, Range 63 East, MDBM, White Pine County, Ely, Nevada, more particularly described as follows:

Commencing from Northwest corner of Block 54, of the City of Ely Plat, a duly recorded subdivision on May 2, 1905 in the White Pine County Records, File No. 430, Book 36, Page 610, thence North 11°24'13" West 246.79 feet more or less to the Northwest Corner of that tract of land as conveyed by deed to Andre H. Bouchard, July 20, 2007, in Fee No. 338587, White Pine County Records and the **Point of Beginning**;

Thence North 82°55'00" East, 178.26 feet;

Thence South 11°32'51" East, 43.74 feet;

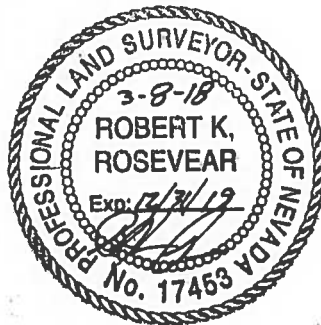
Thence South 04°37'15" East, 20.24 feet more or less to the Southeast corner of said Bouchard tract;

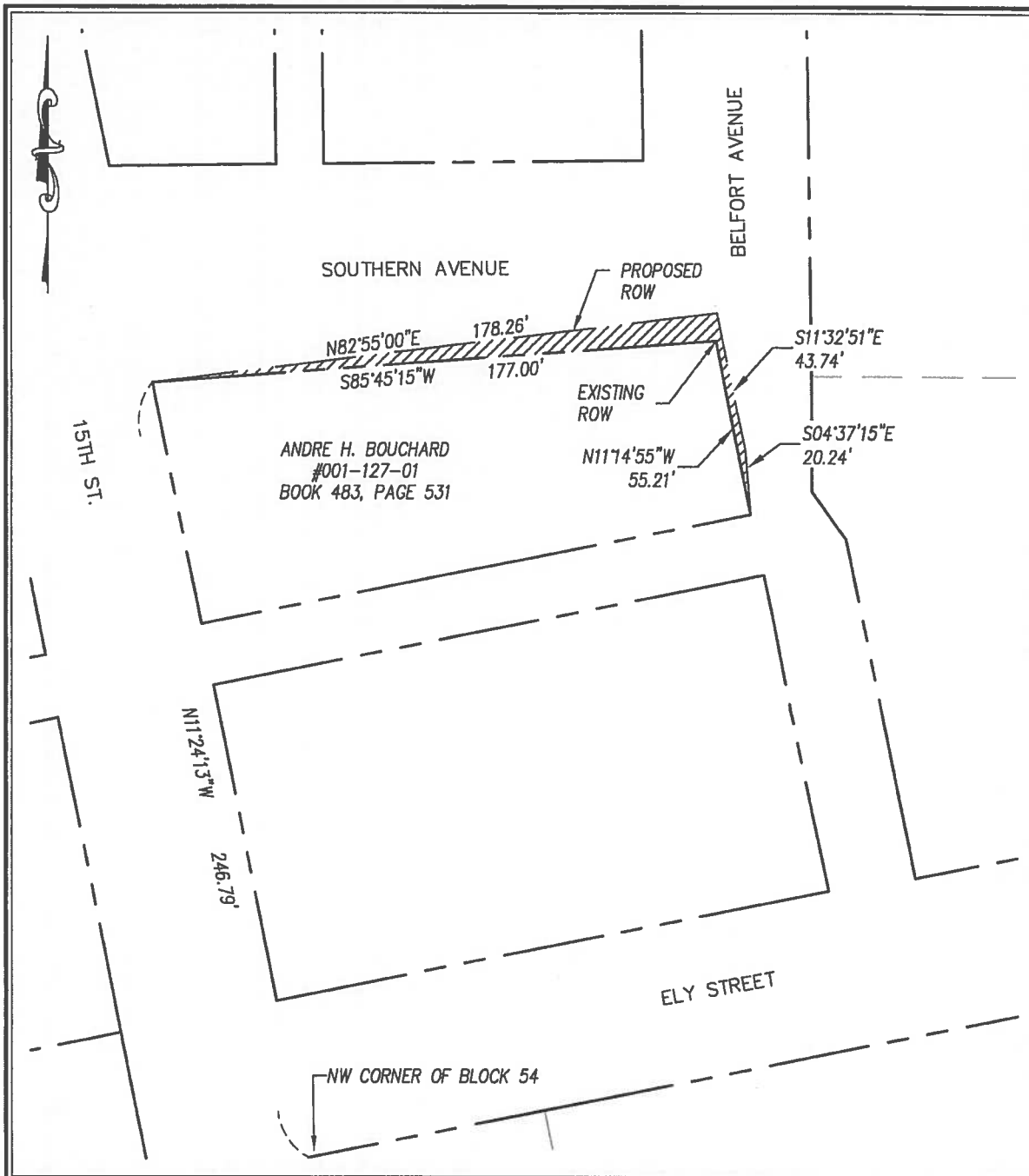
Thence North 11°14'55" West, 55.21 feet more or less to the Northeast corner of said Bouchard tract;

Then South 85°45'15" West 177.00 feet to the **Point of Beginning**.

Containing 893 square feet of land more or less

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





**BELFORT AVENUE  
ABANDONMENT EXHIBIT**

DATE 3/06/2018

JOB NO. 12-057

SCALE 1" = 50'

**EB** Basin  
Engineering

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



## 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	9077181532	OXYGEN	06/15/2018	121.65	121.65	07/16/2018
42	AIRGAS	9954675040	OXYGEN	06/30/2018	14.95	14.95	07/16/2018
42	AIRGAS	9954675041	OXYGEN	06/30/2018	192.88	192.88	07/16/2018
Total 42:					329.48	329.48	
350	AT&T	775-289-2150	UTILITIES	06/28/2018	106.88	106.88	07/16/2018
350	AT&T	7752892345 59	UTILITIES	06/28/2018	23.65	23.65	07/16/2018
350	AT&T	775-289-2430	UTILITIES	06/28/2018	50.25	50.25	07/16/2018
350	AT&T	775-289-2430	UTILITIES	06/28/2018	50.25	50.25	07/16/2018
350	AT&T	775-289-2430	UTILITIES	06/28/2018	50.25	50.25	07/16/2018
350	AT&T	775-289-2430	UTILITIES	06/28/2018	50.26	50.26	07/16/2018
350	AT&T	7752894602 36	UTILITIES	06/28/2018	13.44	13.44	07/16/2018
350	AT&T	7752894838 02	UTILITIES	06/28/2018	136.94	136.94	07/16/2018
350	AT&T	7752896103 14	UTILITIES	06/28/2018	13.44	13.44	07/16/2018
350	AT&T	775-289-6500	UTILITIES	06/28/2018	13.44	13.44	07/16/2018
350	AT&T	775-289-6781	UTILITIES	06/28/2018	149.43	149.43	07/16/2018
350	AT&T	7752898225 94	UTILITIES	06/28/2018	153.16	153.16	07/16/2018
350	AT&T	JULY 20 PAYM	UTILITIES	06/28/2018	50.08	50.08	07/16/2018
Total 350:					861.47	861.47	
370	AT&T LONG DISTANCE	1168868657	OneNet Service	07/01/2018	2.79	2.79	07/16/2018
370	AT&T LONG DISTANCE	1268435593	OneNet Service	07/01/2018	12.09	12.09	07/16/2018
370	AT&T LONG DISTANCE	1268435605	OneNet Service	07/01/2018	1.95	1.95	07/16/2018
370	AT&T LONG DISTANCE	1268435614	OneNet Service	07/01/2018	.20	.20	07/16/2018
370	AT&T LONG DISTANCE	2068403182	OneNet Service	07/01/2018	.96	.96	07/16/2018
370	AT&T LONG DISTANCE	2167904984	OneNet Service	07/01/2018	.05	.05	07/16/2018
370	AT&T LONG DISTANCE	2167904993	OneNet Service	07/01/2018	.05	.05	07/16/2018
Total 370:					18.09	18.09	
440	BATH LUMBER	38589	SUPPLIES	06/28/2018	45.94	45.94	07/16/2018
Total 440:					45.94	45.94	
615	DIRECTV	34360219869	FIRE DEPARTMENT	06/05/2018	131.78	131.78	07/16/2018
615	DIRECTV	34578521489	FIRE DEPARTMENT	07/05/2018	263.56	263.56	07/16/2018
Total 615:					395.34	395.34	
750	C & B AUTO	500003344	SUPPLIES	06/28/2018	18.65	18.65	07/16/2018
Total 750:					18.65	18.65	
810	CODALE ELECTRIC SUPPLY IN	S6366134	SUPPLIES	06/28/2018	3,867.33	3,867.33	07/16/2018
Total 810:					3,867.33	3,867.33	
850	CASELLE INC	88757	Caselle monthly invoice	07/01/2018	364.00	364.00	07/16/2018
850	CASELLE INC	88757	Caselle monthly invoice	07/01/2018	364.00	364.00	07/16/2018
850	CASELLE INC	88757	Caselle monthly invoice	07/01/2018	364.00	364.00	07/16/2018
850	CASELLE INC	88757	Caselle monthly invoice	07/01/2018	364.00	364.00	07/16/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 850:					1,456.00	1,456.00	
960	CHRIS' SERVICE	7328	DYED DIESEL-DELIVERED	06/06/2018	1,773.00	1,773.00	07/16/2018
960	CHRIS' SERVICE	7371	DYED DIESEL-DELIVERED	06/14/2018	1,401.00	1,401.00	07/16/2018
960	CHRIS' SERVICE	7439	DYED DIESEL-DELIVERED	06/26/2018	1,975.05	1,975.05	07/16/2018
Total 960:					5,149.05	5,149.05	
995	APEX PEST CONTROL	3315	SPIDERS/MICE/ETC.	06/18/2018	100.00	100.00	07/16/2018
Total 995:					100.00	100.00	
1115	MARSICO, ELSA C	315	TRANSLATION SERVICE	06/14/2018	160.00	160.00	07/19/2018
Total 1115:					160.00	160.00	
1750	GALE OIL	PO 5242	TIRES	06/27/2018	94.00	94.00	07/16/2018
Total 1750:					94.00	94.00	
2210	IDEXX DISTRIBUTION CORP	3032723885	IRRADIATED COLILERT	06/15/2018	330.89	330.89	07/16/2018
2210	IDEXX DISTRIBUTION CORP	3032723885	IRRADIATED COLILERT	06/15/2018	330.89	330.89	07/16/2018
Total 2210:					661.78	661.78	
2270	J & M TRUCKING	29635R	PO#5205	05/31/2018	772.50	772.50	07/16/2018
2270	J & M TRUCKING	35253W	PO#5210	05/31/2018	225.15	225.15	07/16/2018
Total 2270:					997.65	997.65	
3030	MT WHEELER POWER	JUNE 2018	POWER-FIRE DEPT	06/15/2018	268.14	268.14	07/16/2018
3030	MT WHEELER POWER	JUNE 2018	POWER-ANIMAL CONTROL	06/15/2018	77.12	77.12	07/16/2018
3030	MT WHEELER POWER	JUNE 2018	POWER-CEMETARY	06/15/2018	74.17	74.17	07/16/2018
3030	MT WHEELER POWER	JUNE 2018	POWER-PARKS DEPT	06/15/2018	143.87	143.87	07/16/2018
3030	MT WHEELER POWER	JUNE 2018	POWER-PUBLIC TRANSIT	06/15/2018	2,933.54	2,933.54	07/16/2018
3030	MT WHEELER POWER	JUNE 2018	UTILITIES-WATER	06/15/2018	4,021.95	4,021.95	07/16/2018
3030	MT WHEELER POWER	JUNE 2018	POWER-NON-OPERATING EXP:	06/15/2018	25,768.18	25,768.18	07/16/2018
3030	MT WHEELER POWER	JUNE 2018	UTILITIES-SEWER	06/15/2018	384.26	384.26	07/16/2018
3030	MT WHEELER POWER	JUNE 2018	POWER-TREATMENT PLANT	06/15/2018	347.32	347.32	07/16/2018
3030	MT WHEELER POWER	JUNE 2018	UTILITIES-LANDFILL	06/15/2018	4,291.06	4,291.06	07/16/2018
Total 3030:					38,309.61	38,309.61	
3570	OFFICE DEPOT	152062697001	SUPPLIES	06/15/2018	51.75	51.75	07/16/2018
3570	OFFICE DEPOT	152062697001	SUPPLIES	06/15/2018	51.75	51.75	07/16/2018
3570	OFFICE DEPOT	152062697001	SUPPLIES	06/15/2018	51.75	51.75	07/16/2018
3570	OFFICE DEPOT	152062697001	SUPPLIES	06/15/2018	51.74	51.74	07/16/2018
3570	OFFICE DEPOT	156161543001	26907769	06/26/2018	7.15	7.15	07/16/2018
3570	OFFICE DEPOT	156161543001	26907769	06/26/2018	7.15	7.15	07/16/2018
3570	OFFICE DEPOT	156161543001	26907769	06/26/2018	7.14	7.14	07/16/2018
3570	OFFICE DEPOT	156161543001	26907769	06/26/2018	7.14	7.14	07/16/2018
3570	OFFICE DEPOT	156163710001	26907769	06/26/2018	1.74	1.74	07/16/2018
3570	OFFICE DEPOT	156163710001	26907769	06/26/2018	1.74	1.74	07/16/2018
3570	OFFICE DEPOT	156163710001	26907769	06/26/2018	1.74	1.74	07/16/2018
3570	OFFICE DEPOT	156163710001	26907769	06/26/2018	1.73	1.73	07/16/2018
3570	OFFICE DEPOT	158087664001	26907769	06/29/2018	127.14	127.14	07/16/2018
3570	OFFICE DEPOT	158087664001	26907769	06/29/2018	127.14	127.14	07/16/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3570	OFFICE DEPOT	158087664001	26907769	06/29/2018	127.14	127.14	07/16/2018
3570	OFFICE DEPOT	158087664001	26907769	06/29/2018	127.15	127.15	07/16/2018
3570	OFFICE DEPOT	158088101001	26907769	06/29/2018	4.65	4.65	07/16/2018
3570	OFFICE DEPOT	158088101001	26907769	06/29/2018	4.65	4.65	07/16/2018
3570	OFFICE DEPOT	158088101001	26907769	06/29/2018	4.64	4.64	07/16/2018
3570	OFFICE DEPOT	158088101001	26907769	06/29/2018	4.64	4.64	07/16/2018
Total 3570:					769.67	769.67	
3980	RECK BROTHERS LLC	COLD MIX SC-	Supplies	06/07/2018	10,842.45	10,842.45	07/16/2018
Total 3980:					10,842.45	10,842.45	
4780	THATCHER COMPANY OF NEV	1443680	0504201	06/12/2018	1,789.60	1,789.60	07/16/2018
4780	THATCHER COMPANY OF NEV	1457075	FREIGHT CHARGES	06/25/2018	550.00	550.00	07/16/2018
Total 4780:					2,339.60	2,339.60	
4900	US BANK	4798 5312 172	US BANK	06/26/2018	18.60	18.60	07/16/2018
4900	US BANK	4798 5312 172	US BANK	06/26/2018	18.60	18.60	07/16/2018
4900	US BANK	4798 5312 172	US BANK	06/26/2018	18.60	18.60	07/16/2018
4900	US BANK	4798 5312 172	US BANK	06/26/2018	18.60	18.60	07/16/2018
Total 4900:					74.40	74.40	
4980	USA BLUE BOOK	602980	LAB SUPPLIES	06/19/2018	224.88	224.88	07/16/2018
Total 4980:					224.88	224.88	
5020	VALIC	7489376	Group 64461	06/13/2018	325.00	325.00	07/17/2018
5020	VALIC	7489379	Group 64461	06/25/2018	325.00	325.00	07/17/2018
5020	VALIC	7504281	Group 64461	07/11/2018	325.00	325.00	07/17/2018
Total 5020:					975.00	975.00	
5340	WHITE PINE GLASS	WO19930	REPAIR & MAINTENANCE	07/05/2018	60.00	60.00	07/16/2018
Total 5340:					60.00	60.00	
5400	WILLIAM BEE RIRIE HOSPITAL	10211307	LAB-DAVID BERKY	12/18/2017	49.00	49.00	07/16/2018
Total 5400:					49.00	49.00	
5460	XEROX CORPORATION	093758408	METER CHARGES	07/01/2018	128.44	128.44	07/16/2018
5460	XEROX CORPORATION	093758409	METER CHARGES	07/01/2018	111.79	111.79	07/16/2018
5460	XEROX CORPORATION	093758409	METER CHARGES	07/01/2018	111.78	111.78	07/16/2018
5460	XEROX CORPORATION	093758409	METER CHARGES	07/01/2018	111.78	111.78	07/16/2018
5460	XEROX CORPORATION	093758409	METER CHARGES	07/01/2018	111.78	111.78	07/16/2018
Total 5460:					575.57	575.57	
5520	LIBERTY TIRE RECYCLING LLC	1387265	MIXED LOAD-TON	06/09/2018	5,209.31	5,209.31	07/16/2018
Total 5520:					5,209.31	5,209.31	
6000	NEW YORK LIFE INSURANCE C	N87604 000	REMITTER ID 020402148	06/11/2018	63.75	63.75	07/16/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6000:					63.75	63.75	
7430	VERIZON WIRELESS	9809177165	272066223-00001	06/15/2018	30.08	30.08	07/16/2018
7430	VERIZON WIRELESS	9809177165	272066223-00001	06/15/2018	12.52	12.52	07/16/2018
7430	VERIZON WIRELESS	9809177165	272066223-00001	06/15/2018	30.09	30.09	07/16/2018
7430	VERIZON WIRELESS	9809177165	272066223-00001	06/15/2018	30.09	30.09	07/16/2018
7430	VERIZON WIRELESS	9809177165	272066223-00001	06/15/2018	30.13	30.13	07/16/2018
7430	VERIZON WIRELESS	9809177165	272066223-00001	06/15/2018	30.09	30.09	07/16/2018
7430	VERIZON WIRELESS	9809177165	272066223-00001	06/15/2018	30.09	30.09	07/16/2018
7430	VERIZON WIRELESS	9809177165	272066223-00001	06/15/2018	6.88	6.88	07/16/2018
7430	VERIZON WIRELESS	9809177165	272066223-00001	06/15/2018	6.88	6.88	07/16/2018
7430	VERIZON WIRELESS	9809177165	272066223-00001	06/15/2018	6.88	6.88	07/16/2018
7430	VERIZON WIRELESS	9809177165	272066223-00001	06/15/2018	6.87	6.87	07/16/2018
Total 7430:					220.60	220.60	
8720	VFC	VERBAL CARL	01-ELYNV	02/27/2018	898.18	898.18	07/19/2018
Total 8720:					898.18	898.18	
10320	RENO GAZETTE-JOURNAL	0001683323	RGJ MEDIA	05/01/2018	702.00	702.00	07/16/2018
Total 10320:					702.00	702.00	
10874	BEST LIFE AND HEALTH INSUR	3006435	53473506	06/01/2018	4,606.90	4,606.90	07/16/2018
Total 10874:					4,606.90	4,606.90	
11240	AT&T U-VERSE	INTERNET	136257321	06/12/2018	95.17	95.17	07/11/2018
11240	AT&T U-VERSE	JULY 10 PAYM	JULY 10 PAYMENT	06/19/2018	21.27	21.27	07/16/2018
11240	AT&T U-VERSE	JULY 10 PAYM	JULY 10 PAYMENT	06/19/2018	21.27	21.27	07/16/2018
11240	AT&T U-VERSE	JULY 10 PAYM	JULY 10 PAYMENT	06/19/2018	21.26	21.26	07/16/2018
11240	AT&T U-VERSE	JULY 10 PAYM	JULY 10 PAYMENT	06/19/2018	21.26	21.26	07/16/2018
11240	AT&T U-VERSE	JULY 6 PAYM	INTERNET	06/14/2018	60.65	60.65	07/16/2018
Total 11240:					240.88	240.88	
11450	HIGHLINE, NINA	LEONARD MA	RESTITUTION	07/02/2018	25.50	25.50	07/10/2018
Total 11450:					25.50	25.50	
11798	LEE JENNIFER	LIVE TRAP	LIVE TRAP	07/09/2018	20.00	20.00	07/16/2018
Total 11798:					20.00	20.00	
11801	PRAXAIR DISTRIBUTION	83637824	CYLINDER RENT	06/21/2018	24.10	24.10	07/16/2018
Total 11801:					24.10	24.10	
12967	FREEDOM MAILING SERVICES,	33940	ELY POSTCARD BILLS	07/04/2018	360.77	360.77	07/16/2018
12967	FREEDOM MAILING SERVICES,	33940	ELY POSTCARD BILLS	07/04/2018	360.77	360.77	07/16/2018
12967	FREEDOM MAILING SERVICES,	33940	ELY POSTCARD BILLS	07/04/2018	360.77	360.77	07/16/2018
12967	FREEDOM MAILING SERVICES,	33940	ELY POSTCARD BILLS	07/04/2018	360.77	360.77	07/16/2018
Total 12967:					1,443.08	1,443.08	
11471	RELX INC DBA LEXISNEXIS	3091528450	ACCT 322368XJP	06/30/2018	120.00	120.00	07/16/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 114712:					120.00	120.00	
14176	SOUTH FORK HARDWARE-ELY	25835	CUST NO 6	06/28/2018	263.92	263.92	07/16/2018
Total 141761:					263.92	263.92	
14202	ROCKY MOUNTAIN AMBULANC	2018-0134L	#120252/SUPER LOOP	06/27/2018	127.13	127.13	07/16/2018
Total 142021:					127.13	127.13	
14265	OUTWEST EXCAVATING & GRA	68	TRUCKING-LOAD OF CARDBOA	07/01/2018	700.00	700.00	07/16/2018
Total 142651:					700.00	700.00	
14266	AFLAC	191724	AFLAC INSURANCE	06/25/2018	795.72	795.72	07/16/2018
Total 142661:					795.72	795.72	
14267	DAVE SMITH	DAVE SMITH	DAVE SMITH	07/16/2018	40.00	40.00	07/16/2018
Total 142671:					40.00	40.00	
Grand Totals:					83,876.03	83,876.03	

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



# CITY OF ELY

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

## ELY CITY COUNCIL REGULAR MEETING AGENDA

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

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

### 1. OPENING ACTIVITIES:

MEETING CALLED TO ORDER  
PLEDGE OF ALLEGIANCE  
INVOCATION  
ROLL CALL

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

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

### 4. CITY DEPARTMENT REPORTS

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

### 5. REPORTS

CITY COUNCIL  
MAYOR

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

1. Chairman Peeler – Public Hearing – [Discussion Only](#) – Consideration of an Application for a Variance. The applicants, Lloyd E. and Jean B. Phillips, wish to construct an exterior stairway and landing to the front of the house, as well as a new carport on the west side; the new construction would not meet the current set back requirements. The location is 1298 Ely Street, Ely, Nevada (APN 001-202-04).

**7. DISCUSSION/POSSIBLE ACTION ITEMS PERTAINING TO THE PUBLIC HEARING.**

1. Chairman Peeler – [Discussion/For Possible Action](#) – Consideration of an Application for a Variance. The applicants, Lloyd E. and Jean B. Phillips, wish to construct an exterior stairway and landing to the front of the house, as well as a new carport on the west side; the new construction would not meet the current set back requirements. The location is 1298 Ely Street, Ely, Nevada (APN 001-202-04).

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

1. Chairman Peeler – [Discussion/For Possible Action](#) – Approval of Home Occupation permit to Teri Doty to conduct a dog training business, d.b.a. *Adventure K9* located at 1280 Avenue L, Ely, Nevada.
2. Councilman Flangas – Chairman Peeler – Discussion/For Possible Action – Recommendation to post 20 MPH speed limit sign in residential area of Campton Street, west of the White Pine County Court House, where 20 MPH zone is reinstated.
3. Councilman Flangas – Chairman Peeler – Discussion/For Possible Action – Recommendation by City Planning Commission to actively recruit businesses for vacant buildings in the City of Ely.

**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 items 9A-1 Minutes & 9A-2 Bills.

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

1. Discussion/For Possible Action –Minutes.
  - June 25, 2018
  - June 28, 2018
2. Discussion/For Possible Action –Bills.
  - [July 20, 2018](#)

## B. NEW BUSINESS

1. Councilman Carson – *Mt. Wheeler Power General Manager Kevin Robison* – [Discussion/For Possible Action](#) – Presentation on November 2018 ballot Question 3 and possible position adoption by Ely City Council on Question 3.
2. Mayor Van Camp – Discussion/For Possible Action – Approval for Animal Control Advisory Board to meet the second Wednesday of every month at 5:30 p.m. in City Hall and direction to City Attorney to present the amendment of Ordinance 712, Section 2-4-9: MEETINGS to reflect the same; the Animal Control Advisory Board’s secretary would not incur overtime for taking minutes at these meetings.
3. Councilman Hanson – [Discussion/For Possible Action](#) – Consideration to override Mayor’s veto of the City Council’s July 12, 2018 action which directed City officials to negotiate with Ely Shoshone Tribal officials regarding terms for a marijuana dispensary compact between the two entities.
4. Council Members – City Attorney Odgers – [Discussion/For Possible Action](#) – Approval of Abandonment Order granting a portion of Southern Avenue and Belfort Avenue to Andre H. Bouchard, pursuant to the City Council’s January 25, 2018 action.
5. Council Members – City Administrator Switzer – City Fire Chief Rivera – Discussion/For Possible Action – Review of current City of Ely personnel policy and possible approval of policy allowing wage range penetration for new career hires based on experience and credentials, to be determined by the hiring authority.
6. Council Members – City Administrator Switzer – City Water/Sewer Leadman Siemer – [Discussion/For Possible Action](#) – Approval to expend \$200.00 from the Water Department fund for a De Minimis Discharge Permit filing fee for the Courthouse tank overflow.
7. Council Members – City Administrator Switzer – Discussion/For Possible Action — Approval of Payroll and Accounts Payable Services contract between the City of Ely and *Hinton Burdick, CPAs & Advisors* for a monthly fee of \$1,700.00.
8. Council Members –City Attorney Odgers – [Discussion/For Possible Action](#) – Approval to hire William G. Kimmel, Real Estate Appraiser & Consultant, to complete an appraisal of the railroad right-of-way corridor, owned by the Nevada Northern Railway Foundation and the City of Ely, from McGill to Cobre, Nevada for \$3,000.00.
9. Councilman Flangas – Discussion/For Possible Action – Approval to recruit for an Account/Utility Clerk position with an emphasis in accounts payable and payroll, including where to advertise the vacancy and whether the position should be full time.



**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. 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/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.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). USDA is an equal opportunity provider, employer, and lender.

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

I, Jennifer Lee, Deputy City Clerk, did cause to be posted on **July 20, 2018 at 4:00 p.m.** five (5) notices of the Ely City Council Agenda in said City of Ely to wit: Posted at the doors or bulletin boards of City Hall located at 501 Mill Street, White Pine County Library located at 950 Campton Street, White Pine County Courthouse located at 801 Clark Street, the U.S. Post Office located at 2600 Bristlecone Avenue and the White Pine County Sheriff's Office located at 1785 Great Basin Boulevard. The meeting notice is also posted on the City of Ely's website at <http://www.elycity.com> and the State of Nevada Public Notices website at <http://notice.nv.gov>.

 \_\_\_\_\_

# PLEASE PRINT YOUR NAME

Please print your FIRST & LAST name clearly for the  
Ely City Council attendance list. 7-26-18

MAUREEN OTZELBERGER

Tracy Greenwell

Odie T. Bondard

John Hubler

Barry Franke

James Elmer

DARRON WILSON

Stan Myer

Pastor Stan Bubb

Scott Hendrix

John Mueller

George Chachas

Shellie WATTS

Trish Stenton

Kevin Robison

DAVE Brown

PHILLIP PECKMAN

GUS D'ARTHEWAI

ASHLEY CULBERG

MITCHELL BRITEN

Kay McMurray

Allen M. Clark

Trent Britten

Lee Doty

**Re: De Minimis Discharge Permit NVG201000**

**Site ID: DDP-44890**

**Project Name: Courthouse tank overflow**

**Category 2: Yes**

**Date: 7/17/2018**

**Owner:** City of Ely

**Operator:** City of Ely

Robert Switzer  
501 Mill Street

Robert Switzer  
501 Mill Street

Ely NV 89301

Ely NV 89301

**Renew NO**

**\* If this is a Renewal Application, NO filing fee is required.**

Submission of this Electronic Notice of Intent constitutes notice that the Permittee identified in this request intends to be authorized by a permit issued by the State of Nevada and has or will comply with the following:

1. The Permittee will comply with all applicable permit conditions,
2. The Permittee understands that implementation of all controls required under by a General Permit will begin at the time the permittee commences work on the project identified in this application;
3. The Permittee understands that failure to submit the required \$200.00 fee and this signed Certification Page within 30 days of the electronic submittal will result in failure for eligible coverage under the General Permit; and,
4. That Nevada Administrative Code (NAC) 445A requires that a Permittee (discharger) who is covered under a general permit shall pay to the Director/Division an annual services fee on or before July 1 of each year that the discharger is covered under that permit; and,
5. To terminate coverage of a General Permit, the Permittee must submit a Notice of Termination ("NOT") form when their facility no longer has any discharges associated with the site identified in this application for General Permit coverage.

Please mail the filing fee of \$200.00 along with this notice to:

Bureau of Water Pollution Control  
Nevada Division of Environmental Protection  
901 South Stewart Street, Suite 4001  
Carson City, NV 89701-5249

For General Stormwater questions, please call 775-687-9442.

For questions regarding other general permits please call 775-687-9492.

**Project located in whole or in part on tribal lands: No**

### **NOI Certification Statement**

"I hereby certify that I am familiar with the information contained in the application and that to the best of my knowledge and ability such information is true, complete, and accurate."

**Owner or Operator Name (Please Print):** \_\_\_\_\_

**Signature (Please use a Non-Black Ink Color):** \_\_\_\_\_

Any person who knowingly makes any false statement, representation, or certification in any application, record, report, plan, or other document filed or required to be maintained by the provisions of Nevada Administrative Code (NAC) 445A, or by any permit, rule, regulation, or order issued pursuant thereto, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under the provisions of Nevada Administrative Code (NAC) 445A, inclusive, or by any permit, rule, regulation, or order issued pursuant thereto, is guilty of a gross misdemeanor and shall be punished by a fine of not more than \$10,000 or by imprisonment in the county jail for not more than 1 year, or by both fine and imprisonment.

**Attached File:** CITY OF ELY COURTHOUSE TANKS - SITE MAP 2.pdf

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**Keep The Below Entered Information As Your Record**

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**(New Permit: DDP-44890)**

\*\*\*\*\*

**General Permit Questions**

\*\*\*\*\*

1. Category 1 – Public Water System (NRS 445A.235) Emergency discharges? - **No**
  2. Category 2 – Existing Public Water System supply discharges? - **Yes**
  3. Category 3 – Well development, testing & maintenance / aquifer testing / water quality testing? - **No**
  4. Category 4 – Subsurface water discharge? - **No**
  5. Category 5 – Utility vault water discharge? - **No**
-

\*\*\*\*\*

## Section 1

\*\*\*\*\*

### Facility / Site Information

Site Name: **Courthouse tank overflow**  
Address Line 1: **501 Mill Street**  
Address Line 2:  
City / State / Zipcode: **Ely, NV 89301-\_\_\_\_\_**  
Contact Name (Phone #): **Mr.Robert Switzer (7752892430)**  
Email: **rswitzer@elycity.com**  
Name of Receiving Water and /or Description of Discharge Location: **Murray Creek**  
Frequency of Discharge: **Unknown**  
Estimated Flow in Gallons: **200**  
Estimated Begin - End Date: **08/01/2018 - 09/01/2019**

### Location / GIS Information

Assessor's Parcel Number (APN): **001-264-01**  
Standard Industrial Classification (SIC) Code: **4941 - Water Supply**  
County(ies): **White Pine**

\*\*\*\*\*

## Section 2, 3 And 4

\*\*\*\*\*

### Owner Name and Address

Is the Owner the Permittee? - **YES**  
Owner Name: **City of Ely**  
Address Line 1: **501 Mill Street**  
Address Line 2:  
City / State / Zipcode: **Ely, NV 89301**  
Contact Name: **Mr.Robert Switzer**  
Contact Phone #: **7752892430**  
Taxpayer ID (TIN): **886000019**  
Legal Status: **Federal**

### Operator Name and Address

Is the Operator the Permittee? - **YES**  
Operator Name: **City of Ely**  
Address Line 1: **501 Mill Street**  
Address Line 2:  
City / State / Zipcode: **Ely, NV 89301**  
Contact Name: **Mr.Robert Switzer**  
Contact Phone #: **7752892430**  
Taxpayer ID (TIN): **886000019**  
Legal Status: **Federal**

### Billing/Invoicing

Send Annual Billing/Invoicing Information to: **Owner**

### Attachments

Attached File Name: **CITY OF ELY COURTHOUSE TANKS - SITE MAP 2.pdf**

\*\*\*\*\*

## Section 5

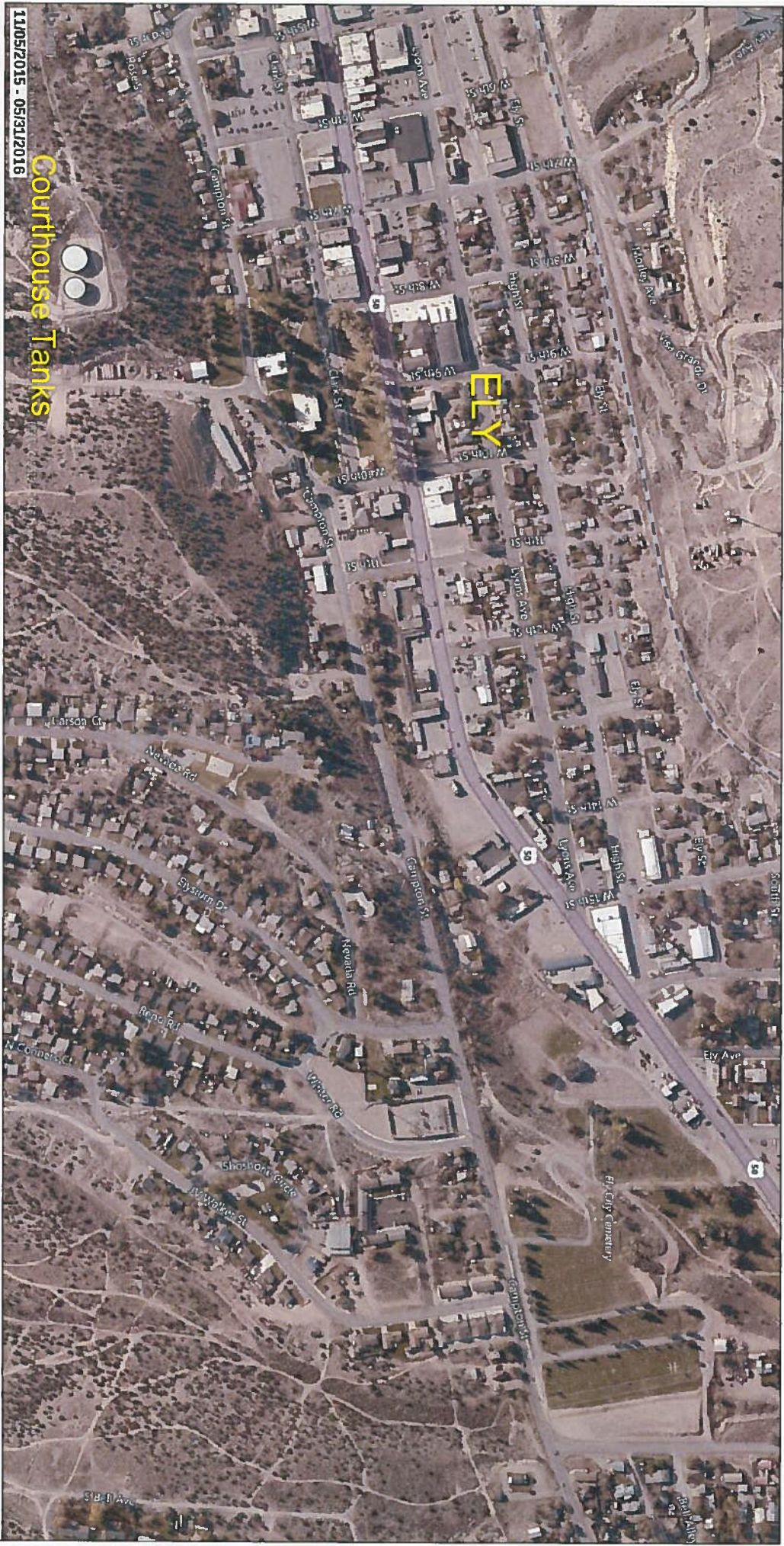
\*\*\*\*\*

### Additional Information (Optional)

Company/Name	Address 1	Address 2	City	State	Zip	Title	First Name	Last Name	Contact Phone
Basin Engineering	1070 E. Aultman Street		Ely	NV	80301	Mr.	David	Miller	(775) 289-9800







11/05/2015 - 05/31/2016

Courthouse Tanks

Date: 7/17/2018

# City of Ely De minimus Permit - Courthouse Tanks SITE MAP









## City of Ely Fire Department

1780 Great Basin Blvd.  
Ely Nv. 89301

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

July 20, 2018

To: Melody Van Camp, Mayor  
Ely City Council

Fire Department Call Report: July 3<sup>rd</sup> thru July 20<sup>th</sup> 2018

21 Medical Transports  
2 Non Transports (3 Canceled in-route)  
5 Jail Check Welfare Check  
1 Motor Vehicle VS Pedestrian  
1 Fire Response  
1 Citizen Assist  
  
31 Total Calls (Reports 18-0277 thru 18-0307)

Ross Rivera

Fire Chief  
Ely Fire Department



# Ely Fire Dept

## Department Journal

07/04/2018 to 07/20/2018

01:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
Wed Jul 4, 2018				
04:04	FIRE	18-0000277-000	EMS call, excluding vehicle accident with injury	1.41
	Station 1	Unit R3	1122 E Aultman ST	
Staff		Hours Code		Unit
10-2375	BATH, April	0.47	RA	R3
02-1986	MCKNIGHT, Craig	0.47	RS	PV
02-4684	STORK, Pat	0.47	OD	R3
Total Staff:		3		
Code		Hours	Count	
OD		0.47	1	
RA		0.47	1	
RS		0.47	1	
Total of All Codes:			3	
09:24	FIRE	18-0000278-000	EMS call, excluding vehicle accident with injury	6.09
	Station 1	Unit R3	630 16th ST E/5	
Staff		Hours Code		Unit
02-0157	ALWORTH, Jim	0.87	PV	PV
11-5220	LESTER, Mike	0.87	PV	PV
02-8308	MANGUM, Pete	0.87	RS	PV
11-6982	MANGUM-MCARDLE, Misty	0.87	RA	R3
02-1986	MCKNIGHT, Craig	0.87	RS	PV
10-7774	O'DONNELL, Marian	0.87	RS	PV
02-1205	STEINER, David	0.87	OD	R3
Total Staff:		7		
Code		Hours	Count	
OD		0.87	1	
PV		1.74	2	
RA		0.87	1	
RS		2.61	3	
Total of All Codes:			7	

**Ely Fire Dept**  
**Department Journal**

07/04/2018 to 07/20/2018

01:00 to 23:00

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

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

Wed Jul 4, 2018

13:32	FIRE	18-0000279-000	Jail Check @ WPSO Public Safety Bldg	0.44
-------	------	----------------	--------------------------------------	------

Station 1

Unit NA

1785 Great Basin BLVD

Staff

Hours Code

Unit

02-1205 STEINER, David 0.22 OD NA

17-3212 STEINER, Jeannie C 0.22 MX NA

Total Staff: 2

Code Hours Count

MX 0.22 1

OD 0.22 1

Total of All Codes: 2

20:54	FIRE	18-0000280-000	EMS call, excluding vehicle accident with injury	2.60
-------	------	----------------	--	------

Station 1

Unit R3

1500 Avenue G AVE

Staff

Hours Code

Unit

10-2375 BATH, April 0.65 RA R3

13-5604 GARCIA, Chris 0.65 RC PV

02-1986 MCKNIGHT, Craig 0.65 RS PV

02-1205 STEINER, David 0.65 OD R3

Total Staff: 4

Code Hours Count

OD 0.65 1

RA 0.65 1

RC 0.65 1

RS 0.65 1

Total of All Codes: 4

Thu Jul 5, 2018

07:25	FIRE	18-0000281-000	EMS call, excluding vehicle accident with injury	2.01
-------	------	----------------	--	------

Station 1

Unit R3

1500 Avenue G AVE

Staff

Hours Code

Unit

**Ely Fire Dept**  
**Department Journal**

07/04/2018 to 07/20/2018  
01:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
Thu Jul 5, 2018				
10-7774		O'DONNEL, Marian	0.67 RS	PV
02-4825		RIVERA, Ross	0.67 RA	R3
02-4684		STORK, Pat	0.67 OD	R3
Total Staff:		3		
-----				
Code		Hours	Count	
-----				
OD		0.67	1	
RA		0.67	1	
RS		0.67	1	
Total of All Codes:			3	
-----				
10:13	FIRE	18-0000282-000	EMS call, excluding vehicle accident with	2.46
Station 1		Unit R3	injury	
			1500 Avenue H AVE	
Staff			Hours Code	Unit
-----				
10-7774		O'DONNEL, Marian	0.82 RS	PV
17-3212		STEINER, Jeannie C	0.82 RA	R3
02-4684		STORK, Pat	0.82 OD	R3
Total Staff:		3		
-----				
Code		Hours	Count	
-----				
OD		0.82	1	
RA		0.82	1	
RS		0.82	1	
Total of All Codes:			3	
-----				
15:53	FIRE	18-0000283-000	EMS call, excluding vehicle accident with	3.60
Station 1		Unit R3	injury	
			296 Nevada AVE	
Staff			Hours Code	Unit
-----				
02-8308		MANGUM, Pete	0.72 MX	PV
10-7774		O'DONNEL, Marian	0.72 RS	PV
02-4825		RIVERA, Ross	0.72 MX	PV
02-4684		STORK, Pat	0.72 OD	R3
16-6764		SWENSON, Matt	0.72 RA	R3

**Ely Fire Dept**  
**Department Journal**

07/04/2018 to 07/20/2018

01:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
<b>Thu Jul 5, 2018</b>				
	Total Staff:	5		
	Code	Hours	Count	
	-----	-----	-----	
	MX	1.44	2	
	OD	0.72	1	
	RA	0.72	1	
	RS	0.72	1	
	Total of All Codes:		5	
17:28	FIRE	18-0000284-000	Jail Check @ WPSO Public Safety Bldg	0.30
	Station 1		1785 Great Basin BLVD	
	Staff		Hours Code Unit	
	-----	-----	-----	
	02-4684	STORK, Pat	0.30 OD	
	Total Staff:	1		
	Code	Hours	Count	
	-----	-----	-----	
	OD	0.30	1	
	Total of All Codes:		1	
<b>Fri Jul 6, 2018</b>				
18:10	FIRE	18-0000285-000	Jail Check @ WPSO Public Safety Bldg	0.20
	Station 1	Unit NA	1785 Great Basin BLVD	
	Staff		Hours Code Unit	
	-----	-----	-----	
	02-4176	PETERSON, Mike	0.20 OD NA	
	Total Staff:	1		
	Code	Hours	Count	
	-----	-----	-----	
	OD	0.20	1	
	Total of All Codes:		1	
23:55	FIRE	18-0000286-000	EMS call, excluding vehicle accident with injury	1.56
	Station 1	Unit R3		

# Ely Fire Dept

## Department Journal

07/04/2018 to 07/20/2018

01:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
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Fri Jul 6, 2018

1030 Avenue N AVE

Staff	Hours	Code	Unit
02-4176	PETERSON, Mike	0.78 OD	R3
16-6764	SWENSON, Matt	0.78 OD	R3
Total Staff:	2		

Code	Hours	Count
OD	1.56	2
Total of All Codes:		2

Sat Jul 7, 2018

11:42	FIRE	18-0000287-000	EMS call, excluding vehicle accident with injury	3.85
Station 1		Unit R3	1500 Avenue G AVE	

Staff	Hours	Code	Unit
10-2375	BATH, April	0.77 MX	PV
11-6982	MANGUM-MCARDLE, Misty	0.77 RA	R3
10-7774	O'DONNELL, Marian	0.77 RS	PV
07-3792	RAINEY, Donald G	0.77 MX	PV
02-4684	STORK, Pat	0.77 OD	R3
Total Staff:	5		

Code	Hours	Count
MX	1.54	2
OD	0.77	1
RA	0.77	1
RS	0.77	1
Total of All Codes:		5

17:54	FIRE	18-0000288-000	Motor vehicle/pedestrian accident (MV Ped)	0.84
Station 1		Unit R3	115 W Highlands DR	

Staff	Hours	Code	Unit
11-6982	MANGUM-MCARDLE, Misty	0.42 RA	R3

**Ely Fire Dept**  
**Department Journal**

07/04/2018 to 07/20/2018

01:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
<b>Sat Jul 7, 2018</b>				
02-4684		STORK, Pat	0.42 OD	R3
Total Staff:		2		
Code		Hours	Count	
OD		0.42	1	
RA		0.42	1	
Total of All Codes:			2	
<b>Sun Jul 8, 2018</b>				
18:22	FIRE	18-0000289-000	EMS call, excluding vehicle accident with injury	2.25
Station 1		Unit R3	1030 Avenue N AVE /Space 2	
Staff		Hours	Code	Unit
11-6982		MANGUM-MCARDLE, Misty	0.75 OD	R3
10-7774		O'DONNEL, Marian	0.75 RS	PV
02-4176		PETERSON, Mike	0.75 OD	R3
Total Staff:		3		
Code		Hours	Count	
OD		1.50	2	
RS		0.75	1	
Total of All Codes:			3	
18:27	FIRE	18-0000290-000	EMS call, excluding vehicle accident with injury	1.89
Station 1			1500 Avenue G AVE	
Staff		Hours	Code	Unit
13-3043		HILTON, Burton	0.63 RA	R33
10-7774		O'DONNEL, Marian	0.63 RS	PV
16-6764		SWENSON, Matt	0.63 RA	R33
Total Staff:		3		
Code		Hours	Count	



07/04/2018 to 07/20/2018  
01:00 to 23:00

Time	Type	Record Id	Description/Location	Staff Hrs
Sun Jul 8, 2018				
	RA		1.26 2	
	RS		0.63 1	
	Total of All Codes:		3	

Code	Hours	Count
OD	1.44	2
PV	5.76	8
RS	0.72	1
Total of All Codes:		11

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**Ely Fire Dept**  
**Department Journal**

07/04/2018 to 07/20/2018

01:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
<b>Mon Jul 9, 2018</b>				
	OD		0.12 1	
	Total of All Codes:		1	
17:03	FIRE	18-0000293-000	EMS call, excluding vehicle accident with injury	3.10
	Station 1	Unit R3	1065 Lyons AVE	
	Staff		Hours Code Unit	
	02-8308	MANGUM, Pete	0.62 MX	PV
	11-6982	MANGUM-MCARDLE, Misty	0.62 RA	R3
	10-7774	O'DONNEL, Marian	0.62 RS	PV
	02-4825	RIVERA, Ross	0.62 MX	PV
	02-4684	STORK, Pat	0.62 OD	R3
	Total Staff:	5		
	Code	Hours	Count	
	MX	1.24	2	
	OD	0.62	1	
	RA	0.62	1	
	RS	0.62	1	
	Total of All Codes:		5	

**Tue Jul 10, 2018**

15:08	FIRE	18-0000294-000	Medical - Cancelled Enroute	1.50
	Station 1	Unit R3	413 Clark ST	
	Staff		Hours Code Unit	
	13-5604	GARCIA, Chris	0.25 RE	CC
	02-8308	MANGUM, Pete	0.25 PV	PV
	11-6982	MANGUM-MCARDLE, Misty	0.25 OD	R3
	10-7774	O'DONNEL, Marian	0.25 RS	PV
	02-4176	PETERSON, Mike	0.25 OD	R3
	02-4825	RIVERA, Ross	0.25 RE	CC
	Total Staff:	6		
	Code	Hours	Count	

# Ely Fire Dept

## Department Journal

07/04/2018 to 07/20/2018

01:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
Tue Jul 10, 2018				
OD			0.50 2	
PV			0.25 1	
RE			0.50 2	
RS			0.25 1	
Total of All Codes:			6	

Thu Jul 12, 2018

14:23	FIRE	18-0000295-000	EMS call, excluding vehicle accident with injury	0.99
Station 1		Unit R3	1500 Avenue G AVE	

Staff		Hours	Code	Unit
10-2375	BATH, April	0.33	OD	R3
10-7774	O'DONNEL, Marian	0.33	RS	PV
02-4176	PETERSON, Mike	0.33	OD	R3
Total Staff: 3				

Code	Hours	Count
OD	0.66	2
RS	0.33	1
Total of All Codes:		3

15:15	FIRE	18-0000296-000	EMS call, excluding vehicle accident with injury	1.29
Station 1		Unit R3	1500 Avenue H AVE	

Staff		Hours	Code	Unit
10-2375	BATH, April	0.43	OD	R3
10-7774	O'DONNEL, Marian	0.43	RS	PV
02-4176	PETERSON, Mike	0.43	OD	R3
Total Staff: 3				

Code	Hours	Count
OD	0.86	2
RS	0.43	1
Total of All Codes:		3

**Ely Fire Dept**  
**Department Journal**

07/04/2018 to 07/20/2018

01:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
Thu Jul 12, 2018				
17:14	FIRE	18-0000297-000	EMS call, excluding vehicle accident with injury	1.71
Station 1		Unit R3	1689 Great Basin BLVD	
Staff			Hours Code	Unit
-----				
13-3043		HILTON, Burton	0.57 OD	R3
10-7774		O'DONNEL, Marian	0.57 RS	PV
02-4176		PETERSON, Mike	0.57 OD	R3
Total Staff:		3		
Code		Hours	Count	
-----				
OD		1.14	2	
RS		0.57	1	
Total of All Codes:			3	
19:27	FIRE	18-0000298-000	EMS call, excluding vehicle accident with injury	5.60
Station 1		Unit R3	1048 Avenue G AVE	
Staff			Hours Code	Unit
-----				
13-3043		HILTON, Burton	0.80 OD	R3
02-9804		KAAMASEE, Chris	0.80 PV	PV
10-7774		O'DONNEL, Marian	0.80 RS	PV
02-4176		PETERSON, Mike	0.80 OD	R3
02-1205		STEINER, David	0.80 PV	PV
17-9443		STEINER, Derek	0.80 PV	PV
17-3212		STEINER, Jeannie C	0.80 PV	PV
Total Staff:		7		
Code		Hours	Count	
-----				
OD		1.60	2	
PV		3.20	4	
RS		0.80	1	
Total of All Codes:			7	

**Ely Fire Dept**  
**Department Journal**

07/04/2018 to 07/20/2018

01:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
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**Fri Jul 13, 2018**

	OCCUP	1701-GBB	INSPECTION - General	0.00
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**Station 1**

Love's, 1701 Great Basin BLVD

Status: Scheduled

Staff	Hours
-------	-------

02-1205	STEINER, David	0.00
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**Sat Jul 14, 2018**

22:39	FIRE	18-0000299-000	Public service assistance, Other	0.69
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**Station 1**

**Unit R3**

1600 Great Basin BLVD

Staff	Hours	Code	Unit
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02-1986	MCKNIGHT, Craig	0.23	RS	PV
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02-4176	PETERSON, Mike	0.23	OD	R3
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16-6764	SWENSON, Matt	0.23	OD	R3
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Total Staff: 3

Code	Hours	Count
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OD	0.46	2
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RS	0.23	1
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Total of All Codes:		3
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**Sun Jul 15, 2018**

	MAINT	APPARATUS R-3	Oil Change	0.00
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**Station 1**

EMS Apparatus - Ambulance

Status: Scheduled

Staff	Hours
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02-1205	STEINER, David	0.00
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12:39	FIRE	18-0000300-000	Motor vehicle accident with injuries	4.16
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**Station 1**

**Unit R3**

15th ST E & E Aultman ST

Staff	Hours	Code	Unit
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**Ely Fire Dept**  
**Department Journal**

07/04/2018 to 07/20/2018

01:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
<b>Sun Jul 15, 2018</b>				
10-2375		BATH, April	0.52 PV	PV
02-9804		KAAMASEE, Chris	0.52 PV	PV
02-1986		MCKNIGHT, Craig	0.52 RS	PV
02-4176		PETERSON, Mike	0.52 PV	PV
02-1205		STEINER, David	0.52 OD	R3
17-9443		STEINER, Derek	0.52 PV	PV
17-3212		STEINER, Jeannie C	0.52 RA	R3
17-0899		SUMRALL, Caleb	0.52 PV	PV
Total Staff:		8		
<hr/>				
Code		Hours	Count	
<hr/>				
OD		0.52	1	
PV		2.60	5	
RA		0.52	1	
RS		0.52	1	
Total of All Codes:			8	
<hr/>				
19:43	FIRE	18-0000301-000	EMS call, excluding vehicle accident with injury	3.50
<b>Station 1</b>		<b>Unit R3</b>	1501 E Aultman ST	
<hr/>				
Staff		Hours	Code	Unit
<hr/>				
02-1986		MCKNIGHT, Craig	0.70 RS	PV
17-3610		PEACOCK, Derek	0.70 PV	PV
02-4825		RIVERA, Ross	0.70 RCC	PV
02-1205		STEINER, David	0.70 OD	R3
17-3212		STEINER, Jeannie C	0.70 RA	R3
Total Staff:		5		
<hr/>				
Code		Hours	Count	
<hr/>				
OD		0.70	1	
PV		0.70	1	
RA		0.70	1	
RCC		0.70	1	
RS		0.70	1	
Total of All Codes:			5	

**Ely Fire Dept**  
**Department Journal**

07/04/2018 to 07/20/2018

01:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
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Wed Jul 18, 2018

06:00 FIRE 18-0000302-000 EMS call, excluding vehicle accident with 2.34  
Station 1 Unit R3 injury  
22 Reno RD

Staff	Hours	Code	Unit
02-4176	PETERSON, Mike	0.78 RS	PV
02-4825	RIVERA, Ross	0.78 RA	R3
02-1205	STEINER, David	0.78 OD	R3
Total Staff:	3		

Code	Hours	Count
OD	0.78	1
RA	0.78	1
RS	0.78	1
Total of All Codes:		3

10:14 FIRE 18-0000303-000 EMS call, excluding vehicle accident with 3.25  
Station 1 Unit R3 injury  
1670 Avenue F AVE

Staff	Hours	Code	Unit
11-6982	MANGUM-MCARDLE, Misty	0.65 OD	R3
10-7774	O'DONNEL, Marian	0.65 RS	PV
02-4176	PETERSON, Mike	0.65 OD	R3
02-4825	RIVERA, Ross	0.65 OD	CC
17-3212	STEINER, Jeannie C	0.65 PV	PV
Total Staff:	5		

Code	Hours	Count
OD	1.95	3
PV	0.65	1
RS	0.65	1
Total of All Codes:		5

**Ely Fire Dept**  
**Department Journal**

07/04/2018 to 07/20/2018

01:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
Wed Jul 18, 2018				
21:19	FIRE	18-0000304-000	Medical Non- Transport	2.10
Station 1		Unit R3	358 Ogden AVE	
Staff			Hours Code	Unit
-----				
10-2375		BATH, April	0.70 OD	R3
02-1986		MCKNIGHT, Craig	0.70 RS	PV
02-4176		PETERSON, Mike	0.70 OD	R3
Total Staff:	3			
Code		Hours	Count	
-----				
OD		1.40	2	
RS		0.70	1	
Total of All Codes:			3	
Thu Jul 19, 2018				
	TRAIN		Air Cascade System/SCBA Filling	0.00
Station 1			City Of Ely	
Staff			Hours Code	
-----				
02-1205		STEINER, David	0.00 6.07.03	
17-9443		STEINER, Derek	0.00 6.07.03	
Total Staff:	2			
Code		Hours	Count	
-----				
6.07.03		0.00	2	
Total of All Codes:			2	
	TRAIN		Victim Search & Rescue	14.00
Station 1			Ely Fire Department	
Staff			Hours Code	
-----				
02-0157		ALWORTH, Jim	0.00 5.02.04.01	
13-8973		CHAMBERS, Taylor Allen	0.00 5.02.04.01	
02-5977		DOTY, Steve	2.00 5.02.04.01	
13-5604		GARCIA, Chris	0.00 5.02.04.01	
13-3043		HILTON, Burton	0.00 5.02.04.01	



# Ely Fire Dept

## Department Journal

07/04/2018 to 07/20/2018

01:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
Thu Jul 19, 2018				
05-7831		HUNTINGTON, Aron	0.00 5.02.04.01	
02-9804		KAAMASEE, Chris	0.00 5.02.04.01	
11-5220		LESTER, Mike	0.00 5.02.04.01	
02-1986		MCKNIGHT, Craig	0.00 5.02.04.01	
02-1764		NORTH, Brett	0.00 5.02.04.01	
18-1043		NORTON, CHARLES	2.00 5.02.04.01	
17-3610		PEACOCK, Derek	2.00 5.02.04.01	
02-4176		PETERSON, Mike	0.00 5.02.04.01	
07-3792		RAINEY, Donald G	0.00 5.02.04.01	
02-4825		RIVERA, Ross	2.00 5.02.04.01	
17-8813		RUESCH, Adam	0.00 5.02.04.01	
17-8814		RUESCH, Alex	0.00 5.02.04.01	
17-8055		STARK, Jacob	2.00 5.02.04.01	
02-1205		STEINER, David	2.00 5.02.04.01	
17-9443		STEINER, Derek	0.00 5.02.04.01	
02-4684		STORK, Pat	0.00 5.02.04.01	
17-0899		SUMRALL, Caleb	0.00 5.02.04.01	
16-6764		SWENSON, Matt	0.00 5.02.04.01	
14-2162		TALLERICO, Ben	2.00 5.02.04.01	
Total Staff:		24		

Code	Hours	Count
5.02.04.01	14.00	24
Total of All Codes:		24

00:16	FIRE	18-0000305-000	EMS call, excluding vehicle accident with injury	2.64
Station 1		Unit R3	501 Aultman ST	
Staff				
		Hours	Code	Unit
10-2375	BATH, April	0.88	OD	R3
02-1986	MCKNIGHT, Craig	0.88	RS	PV
02-4176	PETERSON, Mike	0.88	OD	R3
Total Staff:		3		

Code	Hours	Count
OD	1.76	2
RS	0.88	1

**Ely Fire Dept**  
**Department Journal**

07/04/2018 to 07/20/2018

01:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
Thu Jul 19, 2018				
Total of All Codes:			3	
09:56	FIRE	18-0000306-000	EMS call, excluding vehicle accident with injury	2.60
Station 1		Unit R3	630 16th ST E/5	
Staff		Hours Code		Unit
-----				
11-6982		MANGUM-MCARDLE, Misty	0.65 RA	R3
10-7774		O'DONNEL, Marian	0.65 RS	PV
02-4825		RIVERA, Ross	0.65 RS	PV
02-1205		STEINER, David	0.65 OD	R3
Total Staff:		4		
Code		Hours	Count	
-----				
OD		0.65	1	
RA		0.65	1	
RS		1.30	2	
Total of All Codes:			4	
23:34	FIRE	18-0000307-000	Jail Check @ WPSO Public Safety Bldg	0.23
Station 1			1785 Great Basin BLVD	
Staff		Hours Code		Unit
-----				
02-1205		STEINER, David	0.23 OD	
Total Staff:		1		
Code		Hours	Count	
-----				
OD		0.23	1	
Total of All Codes:			1	
Total Entries:		35	Total Staff Hrs: 87.24	



July 19, 2018

City of Ely  
480 Campton Street  
Ely, NV 89301

Re: Accounting and Advisory Services

This letter confirms the additional Accounting and Advisory Services that the City of Ely, NV (“Ely”) has asked HintonBurdick, PLLC (“HintonBurdick”) to perform, and under the terms which we have agreed to do that work. Please read this letter carefully, because it outlines expectations of our firm and your organization. The intention of this letter is to confirm your understanding of, and agreement with, the scope of our services, as well as the limitations of the Accounting and Advisory Services you have asked us to perform. If you have questions regarding this letter, or believe we have missed or misstated your understanding, please call McKay Hall at (435) 628-3663 x272 to discuss this letter prior to signing.

At your request, and under your direction, we will perform the additional Accounting and Advisory Services described in Appendixes A and B.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts. However, we will inform the appropriate level of management of any material errors, and of any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that may have occurred.

Additionally, if you have questions and/or concerns regarding your ongoing financial reporting, accounting records, and business management issues, we will provide assistance and describe any alternatives we are aware of. Our advice will be based on our knowledge, training and experience, but at all times, the decisions you make are strictly yours, as is the responsibility for the financial records of your organization.

If necessary, we may recommend you contact your attorney, one of our strategic partners with specific expertise, or another person or entity better suited to assist you.

HintonBurdick, in its sole professional judgment, reserves the right to refuse to take any action that it considered unreasonable or inappropriate and will notify the City of Ely of such refusal.

## ***Your Responsibilities***

You authorize HintonBurdick to accept instructions from you and/or from the staff you designate for this engagement.

As a condition to performing the services described above, you agree to:

- Oversee the services we perform by designating an individual, preferably in senior management, who possesses suitable skill, knowledge and/or experience.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the results of the services delivered, provided that HintonBurdick has not committed acts of gross negligence or willful misconduct.
- Assume all management responsibilities, including setting policies or strategic direction for the City of the City of Ely, and directing or accepting responsibility for the actions of your employees.
- Accept responsibility for designing, implementing, and maintaining internal controls over the bookkeeping processes and perform ongoing evaluations of these processes, provided that HintonBurdick shall be responsible for any acts of gross negligence or willful misconduct by its employees, agents, officers and/or directors.
- Acknowledge that we will use information provided by you to complete our services, without further verification or investigation regarding this information by us.

You agree the City of Ely is solely responsible for the proper recordkeeping of transactions in the records, the safekeeping of assets, and the preparation and fair presentation of the financial statements in accordance with the modified accrual basis of accounting for governmental funds and the accrual basis of accounting for proprietary funds. You agree that you will not and are not entitled to rely on any advice given to you by us unless your request and our response are provided in writing.

A successful working relationship requires a significant commitment on our part, as well as yours. The City of Ely agrees to: (i) make staff available during our ongoing work; (ii) provide timely responses to questions and calls for decisions; and (iii) devote the resources necessary to achieve the objectives of the engagement. If the information the City of Ely provides is not submitted in a timely manner, or is incomplete or unusable, we reserve the right to charge additional fees and expenses for services required to correct the problem and/or update your accounting records upon receipt of past-due information. If this occurs, we will contact you to discuss the matter and the anticipated delay in performing our services. We reserve the right to suspend or terminate our work, with 10 days prior notice, except in the event of nonpayment or other material default on your part, in which case we may suspend or terminate our work immediately upon notice to you. Upon suspension or termination, we will use commercially reasonable efforts to transfer any information in our possession to the City of Ely or its designated representative.

Because we will rely the City of Ely and its management to discharge the forgoing responsibilities, the City of Ely holds harmless and releases HintonBurdick, its affiliates, partners and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a known misrepresentation by a member of the City of Ely's management which has caused or contributed, in any respect, to HintonBurdick's inability to discover such matters should they exist. This provision shall survive the termination of this arrangement for services.

### ***Hardware and Software Warranties***

During the course of the engagement, HintonBurdick may recommend the purchase and installation of computer or technological hardware, software, communications, or services by the City of Ely. Warranties, to the extent they exist, are provided only by the manufacturer/developer/vendor of those computer or software products. HintonBurdick will do its best to provide appropriate recommendations when available, but the final decision and responsibility to purchase any computer or software products is within the City of Ely's sole discretion.

### ***Computer Consulting Limitations***

HintonBurdick possesses a basic understanding of computer hardware, but our area of expertise is in accounting software and related integrated applications. HintonBurdick does not possess the skill set or ability to work on your network, computer hardware, Windows configuration, mapping of drives or any other computer related issues. We advise the City of Ely to maintain an ongoing relationship with a qualified IT professional and/or organization to ensure that you have assistance available when technology needs arise. This includes your obligation to ensure that you have access to the internet in order to work with the software solutions and other cloud-based applications that HintonBurdick may use as a part of the services provided to you.

### ***Your Investment***

The City of Ely's financial investment in its ongoing services with HintonBurdick, as well as the scope of our services with you is outlined in the Appendix(s) of this agreement. To ensure HintonBurdick is providing the City of Ely with seamless access to the services and expertise needed from us, your investment has been conveniently structured as a monthly fixed fee arrangement. If the volume of ongoing transaction processing, the complexity of the services requested, or scope of services change, we will communicate any change in our fees to by providing you a minimum of 30 days written notice.

### ***Requests for Additional Services***

HintonBurdick believes it is our responsibility to exceed your expectations and as part of that goal we want to ensure that you are never surprised by the cost for any service we provide. Therefore, we have adopted a "Service Order" policy. If you request that we provide services beyond the scope of those outlined in this agreement, then we will be happy to provide you with a "Service Order" outlining the scope of that request, our fees, and anticipated timeline for those services. Although we strive to meet your needs, we reserve the right to decline a request for additional services that is outside the scope of services we provide, our expertise or for any other reason. A "Service Order Request" form will be provided upon request. Any such service order requests will be considered addendums to this agreement and are incorporated herein by reference.

### ***Legally Required Services***

In the event HintonBurdick is required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, the City of Ely agrees to compensate HintonBurdick, at our standard hourly rates, at the time the services are performed. We will request a retainer payment in advance of the services being performed, as well as ongoing replenishments of the retainer. You also agree to reimburse us for all out-of-pocket expenses incurred in that regard.

## ***Confidentiality***

The City of Ely agrees to take reasonable steps to protect all confidential information and to use the confidential information only in connection with performing the services hereunder. For purposes of this agreement, “Confidential Information” shall mean any and all information which is private and not in the public domain that is provided, obtained, or produced in connection with the services in written, oral, digital or other tangible form, including, without limitation, all information furnished at any time relating the City of Ely’s business, customers, intellectual property, processes, strategies, all portions of any analyses, compilations, data, studies, or other documents prepared by HintonBurdick that contain or are based on any furnished information, or that reflect its review of such information, and any and all information, plans and activities, ideas, projects, software, methodologies, processes, tools, experience, customers and suppliers, financial information, and any other information, which ought reasonably under the circumstances to be considered confidential. HintonBurdick agrees to take reasonable steps necessary to ensure that the confidentiality of the Confidential Information is maintained and that such Confidential Information is protected from unauthorized disclosure, but not to a greater extent than the City of Ely itself uses to protect Confidential Information. Without limiting the generality of the foregoing, HintonBurdick shall not disclose Confidential Information to any party outside its organization, without the prior written approval the City of Ely, NV. HintonBurdick represents that, as a matter of policy, it informs its personal concerning maintaining the confidentiality of client information. The parties hereto agree that equitable relief, including injunctive relief and specific performance, shall be available in the event of any breach of the provisions of this agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this agreement but shall be in addition to all other remedies available at law or equity.

You assume all responsibility relating to adherence with privacy and disclosure requirements relating to the use and sharing of information in your industry.

You acknowledge that the proprietary information, documents, materials, management techniques, and other intellectual property we use are a material source of the services we perform and that these were developed prior to our association with you. Any new forms, software, documents, or intellectual property we develop in this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All report templates, manuals, forms, checklists, questionnaires, letters, agreements (including this one), and other documents, which we make available to you, are confidential and proprietary to us. Any and all new documents created as a result of this engagement will automatically become our property. Neither you, nor any of your agents, may copy, electronically store, reproduce, or make available to anyone other than your personnel, any such documents. This agreement will apply to all materials whether in digital or “hard copy” format.

## ***Third Party Disclosure and the use of Third Party Services***

Unless you indicate otherwise, you consent to and authorize our firm to transmit Confidential Information that you provide to us to third parties in order to facilitate delivering our services to you. Examples of such transmissions may include the access to your contact information by members of our team (independent contractors such as consultants, administrative assistants, or third party developers), transfer of accounting information and other data files via the internet, online back-up services, web site developer and hosting services (for newsletter and order processing), credit card processing organization, etc. We only work with established, reputable companies that have demonstrated their commitment to safeguarding your data. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.



### ***Electronic (Email) Communications***

In connection with this engagement, HintonBurdick may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

### ***Record Retention***

During the course of HintonBurdick's work with you, we may use one or more third party applications (including internet-based application providers) to provide portions of our services to you. This may include online filing of your Accounts Payable or other business documents. By signing this agreement, you confirm that you understand the services being provided and also agree that HintonBurdick is not liable for record retention or any other aspect of the services provided by these 3<sup>rd</sup> parties, even if we absorb the cost (in part or in full) of a third party service as a benefit to you. The City of Ely at all times assumes responsibility for a decision to maintain hard copies of your original documents or to limit your document retention to the digital copies stored by the web application.

It is our policy to keep our electronic and work paper files electronically for seven (7) years, unless otherwise required by tax or other regulatory agencies. All work paper and miscellaneous report copies that we are not required to retain are shredded at the conclusion of the engagement. At the end of seven years electronic files may be erased.

In the unlikely event that we do obtain any hard copy documents from you, all original paper documents provided by you will be returned to you promptly upon completion of our work. We typically do not keep copies of all documents. It is your responsibility to safeguard your documents in case of future need. We may occasionally keep some copies we deem necessary to our work.

If our engagement with you ends for any reason, you will have the option to continue any third party subscription based services at your expense (in some cases we may have absorbed the cost of these services during our work with you). You agree to complete the transfer of services to your name and assume responsibility for payment within 10 days of the end of our work with you. Our "end date" will be defined as the 11<sup>th</sup> business day following the date shown on the email or letter of termination/resignation transmitted by either party. You understand that if you do not assume responsibility for these services that they may be cancelled. Additional fees may apply if you elect to restore those services (if that option is available from the service provider) or request copies (digital or hard copy) of records from the third party provider.

### ***Non-Solicitation of Our Employees***

We value each of our clients as well as each of our employees. We have spent a great deal of time and resources to locate, train, and retain our employees. We respectfully request that you do not solicit our employees to work for you. If you do hire one of our employees within 2 years of when they last worked for HintonBurdick, we will be due a finder's fee equal to 100% of the annual salary or annual wage they were earning as of their last day of employment. Payment will be due within 10 days of your receipt of our invoice.

### ***Mediation/Arbitration***

In the event of any dispute, claim, question or disagreement that arises related to the scope of services set forth in this engagement, the City of Ely and HintonBurdick agree to use their best efforts to settle the matter amicably. If the matter cannot be settled by this means and the claim(s) exceed \$10,000, the City of Ely and HintonBurdick agree to settle the dispute by mandatory arbitration/mediation to be held in Washington County, Utah and administered by the American Arbitration Association under its Commercial Mediation Rules. Costs of any arbitration/mediation proceeding shall be shared equally by the City of Ely and HintonBurdick. Any arbitration/mediation award rendered against HintonBurdick shall be limited to no more than HintonBurdick's actual billed/invoiced fees and expenses related to this engagement.

The City of Ely and HintonBurdick further agree that any dispute between them concerning the payment or nonpayment of any fees, expenses and/or other disbursements related to this engagement that totals \$10,000 or less will be filed in the small claims court of Washington County, Utah and will not be subject to mandatory arbitration/mediation. The City of Ely irrevocably submits to the exclusive jurisdiction of such Utah courts and expressly waives the defense of inconvenient forum.

### ***Third Party Settlements***

In the event that we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of your intentional or knowing misrepresentation or provision to us of inaccurate or incomplete information in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us, defend us, and hold us harmless as against such obligations.

### ***Governing Law & Severability***

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to the principles of conflicts of law thereof. If any portion of this engagement letter is deemed invalid or unenforceable, such a finding shall not invalidate the remainder of the terms set forth in this engagement letter.

### ***Assignment***

All obligations provided under this agreement are between HintonBurdick and the City of Ely and neither party shall assign any rights or delegate any obligations hereunder without the other party's prior written consent. Any attempted assignment without the required consent shall be null and void.

### ***Costs of Enforcement and Claim Limitations***

In the event a party is judged to be in breach of this agreement, including, as to the City of Ely, any payment obligations, and as to HintonBurdick, any confidentiality obligations, the party in breach shall reimburse the non-breaching party for its reasonable out-of-pocket costs of enforcing the provisions of this agreement, including reasonable attorneys' fees and disbursements.

### ***Termination of Services***

This agreement is valid for 30 days from the date of the letter. The terms of the letter will extend an additional 30 days at the end of initial period, and each 30 days thereafter, until either party provide written notice to terminate the automatic renewal, at which time the terms of service will end at the end of the current 30 day period. In the event that services are terminated, the City of Ely assumes responsibility for the transfer of any third party vendor services as described earlier in this agreement.



Either party may terminate this agreement if the other party commits a material breach of the agreement by providing written notice to the other party.

The City of Ely understands and agrees that HintonBurdick may withdraw from the present engagement at any time for any reason at its sole discretion. the City of Ely further agrees that if it fails to provide the requested information or pay for services for this engagement on the agreed upon schedule, HintonBurdick may discontinue performing services until all outstanding balances are paid and/or may withdraw from the engagement 10 days after the mailing of written notice to the City of Ely at the same address to which statements are sent.

If HintonBurdick's work is suspended due to lack of payment and later receives payment from the City of Ely, along with a request that we resume services, HintonBurdick will provide you with an updated timeline for completion of any past due work. The City of Ely understands that this situation may result in significant delays in processing.

HintonBurdick reserves the right to terminate work on the engagement immediately if, during the course of our services, we become aware of any matters that would compromise our professional or legal standing in any way, either in fact or based on confirmed or potential public perception.

Any dispute regarding billed amounts must be submitted in writing within 10 days of the invoice date; email is acceptable. No amounts may be disputed after that 10 day period.

If HintonBurdick's work is suspended or terminated as provided herein, you agree HintonBurdick will not be responsible for the City of Ely's failure to meet government and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, or for any other damages, including consequential damages.

### ***Insurance Requirements***

The City of Ely hereby acknowledges that it maintains business insurance necessary to cover the scope and aspects of the engagement as described in this letter and related Appendix(s).

### ***Conclusion***

This engagement letter and related Appendix(s) sets forth the entire agreement relating to our work with you. This letter supersedes any prior agreements, discussions or understandings. No amendment or modification of this agreement shall be valid unless in writing, signed by both parties to this agreement. As indicated earlier in this agreement, you may request that we perform additional services at a future date beyond the scope of this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional service will necessitate that we issue a Service Order as an addendum to this agreement, or a separate engagement letter to reflect the obligations of both parties.

The terms of this agreement are valid if signed by both parties within 20 days of the date of this letter. After that date an updated agreement may be necessary, which will include any changes to our fees, billing structure, or any other aspect of our work.

If this letter correctly describes our engagement, please print and sign an original of this engagement letter and return it to us.

Sincerely,



Chad B. Atkinson, CPA

**APPROVED:**

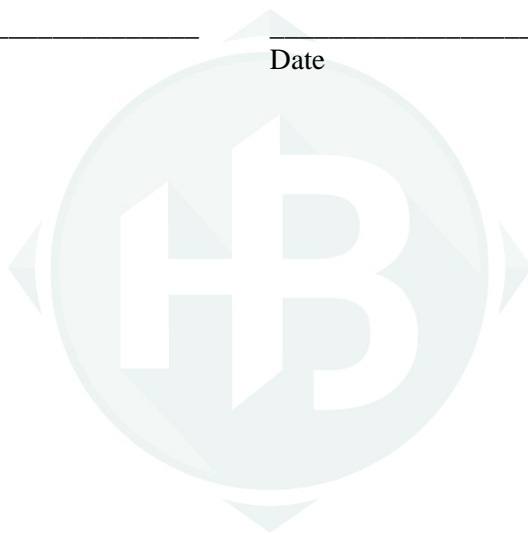
The above letter and the supporting Appendix(s) confirms our understanding of the services to be performed and the limitations of those services.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



## Appendix A

### Services to be Provided

The services marked with an X will be provided to The City of Ely, NV

	<b><u>Type of Service</u></b>	<b><u>Frequency/Notes</u></b>
X	Assist with the processing of payroll	Bi-Weekly
X	Assist with quarterly payroll report filings	Quarterly
X	Assist with annual payroll report filings	Annually
X	Assist with Accounts Payable processing	Semi-Monthly



## **Appendix B**

### **Service Level Agreement, Financial Policies and Fees**

#### **Your HintonBurdick, PLLC Accounting Team**

Initially, our services with you will be provided by the following HintonBurdick, PLLC team members:

Chad B. Atkinson, CPA (Partner)  
McKay Hall, CPA, CISA, CITP, CFE (Manager)  
Candus Tibbitts (Manager)

Additional/alternate staff may be assigned to you where appropriate as this engagement progresses.

#### **Your Processing, Meeting and Reporting Schedule:**

In order to ensure timely and accurate ongoing services, it is important that we ask you to provide us with your ongoing transactions, accounts payable and other information.

Meeting and reporting schedules will be determined and set on an as needed basis. Should a more regimented schedule be required one can be established.

#### **Fees**

Your investment in the specified outsourced accounting services you will receive from us are structured as follows:

- A monthly fee of \$1,700.
- Upon request of either party, we will analyze and discuss this fee with you on a quarterly basis to implement or resolve any appropriate changes.
- Other services will be charged on an hourly basis as services are provided.

#### **Payment Methods**

We accept checks, bank drafts as well as major credit cards. Our invoices for the fees listed above will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. In the event any statement or invoice rendered by us to you is not paid within thirty (30) days of the date of the invoice, a late charge shall accrue on the unpaid balance at the rate of 1.5% per month until paid. If billings are not paid within thirty (30) days of the invoice date, in our sole discretion, we may stop all work until your account is brought current or we may withdraw from this engagement. You acknowledge and agree that we are not required to continue work in the event of your failure to pay on a timely basis for services rendered as required by this engagement letter. You further acknowledge and agree that in the event we stop work or withdraw from this engagement we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

#### **On-Site Services**

We have many ways of working with you remotely. This includes, but is not limited to, remote access through GoToMeeting, Remote Accounting Solutions, document exchange via web-portal, etc. We prefer to work remotely for three reasons:

1. We can schedule an appointment with you much more quickly;
2. It is a more cost-effective alternative for you than paying the trip charge; and
3. We are more readily available to you and our other clients to answer questions as they arise.

For these and other reasons that benefit you as our client, our Accounting and Advisory Services are provided in a virtual environment. On site visits may be requested and scheduled, but significant or excessive on-site visits will initiate a review and discussion of the accounting assistance services provided and the possible need for a change order.

We will communicate with you often, making recommendations to help you build a better operation and to develop a win-win, long-term relationship with you. We encourage you to communicate with us frequently, too.

We look forward to continuing to work with you!



**William G. Kimmel**  
**Real Estate Appraiser & Consultant**

Airport Center  
1281 Terminal Way, Suite 205  
Reno, Nevada 89502  
775.323.6400 ~ william.kimmel@att.net

July 6, 2018

Charles Odgers  
City Attorney  
City of Ely  
Ely, Nevada

[codgers@elycity.com](mailto:codgers@elycity.com)

Dear Mr. Odgers:

Reference is made to an appraisal of which I completed on June 21<sup>st</sup>, 2010 for the Nevada Northern Railway, and the White Pine Historical Railroad Foundation, relating to the estimated value of land encompassed by the railroad right-of-way, essentially from the McGill intersection to Cobre in Elko County, Nevada.

It is my understanding that you would now like an update, which is essentially a new appraisal of the value of that railroad right-of-way corridor, which I understand is owned by the City of Ely and the White Pine Historical Railroad Foundation. In addition, you will provide me with estimates of the salvage value of the railroad track on this parcel.

My fee to provide a new appraisal of this property, as of a current date, would be \$3,000. If acceptable, I would be able to complete the assignment within 30 days of your authorization.

Thank you for the opportunity to provide you for this proposal. If you have questions or are in need of any further information, please do not hesitate to contact me.

Best regards,



William G. Kimmel, MAI, SREA

Certified General Appraiser  
State of Nevada  
Certification No. A.0000004-CG

1



**MT. WHEELER POWER**  
Powering Your Future

A Truckee Energy Cooperative




ELY CITY COUNCIL  
ENERGY CHOICE INITIATIVE  
INFORMATIONAL PRESENTATION  
July 19, 2018

2

### BALLOT QUESTION 3

"Shall Article 1 of the Nevada Constitution be amended to require the Legislature to provide by law for the establishment of an open, competitive retail electric energy market that prohibits the granting of monopolies and exclusive franchises for the generation of electricity?"



### EXPLANATION

"Approval of this ballot measure would add a new section to the Nevada Constitution establishing **that every person, business, association of persons or businesses, state agency, political subdivision of the State of Nevada, or any other entity in Nevada has the right to choose** the provider of its electric utility service, including but not limited to, selecting providers from a competitive retail electric market, or by producing electricity for themselves or in association with others, and shall not be forced to purchase energy from one provider. The proposed amendment does not create an open and competitive retail electric market, but rather **requires the Legislature to provide by law for such a market by July 1, 2023.**"

### STATED IMPACT OF YES VOTE

"Yes vote would amend Article 1 of the Nevada Constitution so that the Legislature would be required to pass a law by July 1, 2023 that creates an open and competitive retail electric market and **that includes provisions to reduce costs to customers, protect against service disconnections and unfair practices,** and prohibit the granting of monopolies and exclusive franchises for the generation of electricity."



## NOVEMBER 2016 RESULTS

- ▶ Nevada: 72.36% For, 27.64% Against
- ▶ White Pine County: 49.95% For, (1,831 votes) 50.05% Against (1,835 votes)
- ▶ In Rural Counties the split was on or near a 50/50, versus the huge spread in the NV Energy served urban portions of the state.



## WHY ARE THESE BIG BUSINESSES PUSHING THIS?

- NRS 704B passed in 2001
  - Allows companies to cut ties with the utility if they consume more than 1 MW of power per year.
  - Must pay an exit fee to cover stranded costs calculated by the PUCN.
- \$86.9 million... for MGM Resorts (13 properties on the Strip). \$15.7 million for Wynn. \$23.9 million for Sands, plus recurring fees and charges to recover certain ongoing costs. \$27 million for Switch.



## WHERE IS ECI COMING FROM

- ▶ As reported in the February 5<sup>th</sup> edition of the Nevada Independent funding for the work has:
  - “...largely been bankrolled by a handful of major Southern Nevada companies, primarily the Las Vegas Sands (\$2.35 million) and Switch (\$1.7 million), with smaller donations coming from the Valley Electric Association (\$100,000) and MGM Resorts (\$10,000). Retired Democratic Sen. Harry Reid also endorsed the measure.”

## ENERGY CHOICE - NATIONALLY

See Nevada Consumer Briefing from Electric Supply Competition

### Executive Summary

The Nevada Public Utilities Commission (PUC) commissioned this report to (1) determine whether residential customers in Nevada would pay more for electricity if they switched to a competitive supplier, and (2) identify reasons if warranted.

No such data exists for Nevada. Customers in the competitive supply market paid \$17.88 per kilowatt-hour (kWh) in 2015, compared to \$18.05 per kWh for customers in the regulated supply market during the review period from Jan. 2015 to June 2017.

Table E-1. Net Consumer Loss from Participation in the Individual Residential Electricity Supply Market Compared to Regulated Supply

	Jan. 2015 to June 2017	Jan. 2015 to June 2017	Jan. 2015 to June 2017
Total Net Consumer Loss (millions)	\$85.4 m	\$111.4 m	\$17.6 m

Total net consumer loss increased significantly between the first year of the study (Jan. 2015) and the second year (Jan. 2016). This increase was driven by a sharp increase in the average basic service rate and the average contract rate, which increased by 20 percent and 10 percent, respectively, during the review period. Basic service rates decreased by about 10 percent, while the loss experienced by low-income customers to competitive supply increased by 25 percent.

Low-income customers make up a disproportionately large share of the competitive supply market. Figure E-1 shows that low-income households participate in the competitive supply market at twice the rate as non-low-income households.

Prepared by the Nevada Public Utilities Commission Office

## DIFFERENCES WITH OTHER STATES

- ▶ Nevada is only State where implementation would be by referendum to **Amend the Constitution**
  - ▶ Why is this important – No going back
- ▶ Others States implemented through legislation or regulation
  - ▶ Most Exempted Rural Cooperatives and Municipal Utilities
  - ▶ Or provided the Members/Consumers the ability to Opt In

## SO WHAT IS ENERGY CHOICE

- ▶ In lieu of a vertically integrated utility - there will be companies that generate electricity, companies that own the high voltage transmission lines, companies that own the local distribution lines, and companies that are retail energy providers that sell the power to the final consumer.
- ▶ What is done by one or two companies today will be done by many in the future who are competing for business.
- ▶ The idea being that competition will create better decisions (i.e. lower rates) than decisions made by the PUCN (in the case of NV Energy) or governing boards (in the case of Cooperatives, Municipalities or the Power District).

## REGIONAL AND STATE RATES

Table S.A. Average Price of Electricity (Allward Community End Use Sector, by State March 2018 and 2017 (Cents per Kilowatt-hour))

Census Division and State	March 2018	March 2017	March 2018	March 2017	March 2018	March 2017	March 2018	March 2017	All Sectors
	Residential	Commercial	Industrial	Transportation					
American	11.68	11.51	9.33	9.25	6.10	6.19	9.35	9.69	9.11
Alaska	12.39	11.73	10.09	9.78	5.89	5.76	8.85	8.67	10.07
Arizona	11.72	11.90	9.62	9.55	7.04	7.33	8.76	9.64	9.56
California	9.99	9.92	7.99	7.73	5.85	5.95	--	--	8.21
Colorado	10.84	10.24	10.02	10.04	4.96	4.77	--	--	9.04
Connecticut	12.62	12.17	8.08	7.83	5.43	5.02	7.89	8.04	8.45
Delaware	12.67	12.77	9.86	9.99	6.18	6.36	--	--	9.31
District of Columbia	10.44	10.24	8.21	8.52	5.26	6.06	10.67	10.06	7.90
Florida	11.05	10.91	9.59	9.55	6.94	7.17	--	--	8.27
Georgia	15.07	14.79	13.07	12.80	8.72	8.39	8.43	7.96	13.94
Hawaii	18.87	18.83	14.51	11.78	11.17	11.17	8.38	7.91	15.76
Idaho	10.74	10.51	8.98	9.02	6.03	6.24	9.24	9.28	9.11
Illinois	9.65	9.28	8.86	8.55	4.60	4.54	10.24	9.86	8.16
Indiana	21.47	21.58	18.83	19.89	16.81	17.90	--	--	24.93
Iowa	12.05	12.04	29.94	26.41	25.96	22.41	--	--	29.84
Kansas	12.99	12.89	10.47	10.47	6.64	6.73	9.33	9.47	10.33
U.S. Total									

## REGIONAL AND STATE RATES

Mar-18

NEVADA	Residential A	Commercial E.L.K.Q	Industrial E.G.M.N.P
REVENUE	554,0925	284,5906	1797,1557
MWH SOLD	8384,525	3714,114	27487,003
NUMBER OF CUST	5062	1610	403
CENTS/KWH	0.0651	0.0766	0.0654
Avg. Per consumer	1,659,366	2,309,903	68,205,963
UTAH	Residential B	Commercial F.L.R	Industrial D.H
REVENUE	15,27805	15,14497	4,16411
MWH SOLD	208,886	186,462	41,824
NUMBER OF CUST	214	130	42
CENTS/KWH	0.0731	0.0812	0.0996
Avg. Per consumer	0,976103	1,434323	0,9958095



## IMPACT ON EXISTING UTILITIES

- ▶ The goal of the sponsors of ECI is to change utilities to "wires" companies.
- ▶ Matt Griffin and Josh Weber, spokespersons for the sponsors of ECI on page 21 of their April 26, 2017 presentation to the Governor's Committee on Energy Choice stated:

"Each local [distribution company] provides vital services, including guaranteeing the reliability and safety of the grid...[distribution companies] should not be [retail energy providers]...in order to assure a fair market. [Distribution companies] continue to employ local utility workers, and the cost of this service is typically included as a line-item on each customer's utility bill."

## FINDINGS OF THE PUCN

- ▶ Public Utilities Commission of Nevada, Energy Choice Initiative Final Report, Adopted April 30, 2018:
- ▶ ECI is reasonably likely to increase the average monthly electric bills of Nevadans at least in the short term, i.e. for the first ten years.
- ▶ Large commercial customers will likely see more immediate benefit from ECI.

## FINDINGS OF THE PUCN

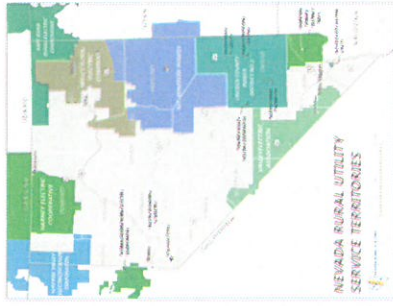
- ▶ No state has ever deregulated its energy markets or made energy policy by amending its state constitution...which makes ECI relatively permanent.
- ▶ ECI will cause new exposure for Nevada ratepayers to market volatility and profit-driven ratemaking practices.
- ▶ ECI will cost in excess of \$100 million in new startup costs, thereafter \$45 million in new annual system operating costs

## FINDINGS OF THE PUCN

- ▶ Net energy metering, i.e. rooftop solar, will likely be negatively impacted by ECI.
- ▶ The California Independent Operator appears the most viable option for Nevada to participate in an organized wholesale market.
- ▶ Nevada ratepayers will remain liable for any financial losses incurred by NV Energy from stranded costs, which could foreseeably exceed several billion dollars.

## NEVADA RURAL UTILITIES

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## DOES ECI APPLY TO THE Rural Electric Providers???

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- Public Utilities Commission of Nevada, Energy Choice Initiative Final Report, Adopted April 30, 2018:
  - "...the Energy Choice Initiative will apply to Nevada rural electric cooperatives and municipalities and grant every member a new constitutional right to choose their own electric provider."
  - "...No discernable benefits to rural cooperatives or municipalities from the Energy Choice Initiative were presented."
  - May prohibit the handling of the Western Area Power Administration Contracts in the manner of which it is done today... That remains to be determined.
- Nevada State Senator Pete Goicoechea
  - "If Question 3 were to pass, the ramifications would be detrimental to the **hard-working residents and small businesses** in rural communities across the state"

## WHY ARE WE CONCERNED

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- Rate Impact on Mt. Wheeler Power Members
  - Utah Members will be drastically impacted?
  - Approximately 30% of Mt. Wheeler Powers costs are fixed, and 70% are power supply
    - Under ECI fixed costs to operate the power lines do not change
    - Under ECI you will buy your actual energy from a new third party business
  - Mt. Wheeler Power Members enjoy a very low-cost wholesale power supply with Deseret Power.
    - Mead Market Hub August 2018 Price \$42.25/MWh

## WHY ARE WE CONCERNED

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- Fixed system costs remain the same
- 30% increase in your power supply cost (based on the \$42.25 MWh price)
  - Unless wholesale market efficiency brings these costs down
- Add a profit margin
- Equals an increase in power costs for Mt. Wheeler Power Members



## THERE ARE OTHER AREAS OF CONCERN

21

- ▶ Our Utah Members may be stranded
- ▶ Member Service Programs
  - ▶ Rebates, Community Contributions, Cooperative Assistance
- ▶ Who is Going to be the Provider of Last Resort?
- ▶ Governance
  - ▶ Democratic Control is diminished
  - ▶ Rate Setting
- ▶ Long Range Planning
- ▶ Coordination with Retail Energy Provider (Elderly and Low income)
- ▶ Constitutional Amendment

## WHO'S FOR AND WHO'S AGAINST

- ▶ Those For
  - ▶ [www.energyfreedomvt.com](http://www.energyfreedomvt.com)
  - ▶ Review Journal, MGM, Sands, Switch, Solar City, Sun Solar, Walmart, Tesla, etc.
  - ▶ Attorney General Adam Laxalt (R), Candidate for governor
- ▶ Those Against
  - ▶ <https://no3on3.com>
  - ▶ AARP, IBEW, AFL-CIO, Police and Firefighters, utilities, etc.
  - ▶ Many additional Coalition Members
  - ▶ Senator Pete Goliochessa (R), Commissioner Steve Sisoliak (D) Candidate for Governor
  - ▶ White Pine and Eureka County's

**NO3**  
on 3  
RISKY & COSTLY

## BOTTOM LINE

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- ▶ Will Mt. Wheeler Power remain a full service electric utility or just a wires company?
- ▶ Will residents and business in Mt. Wheeler's service territory be paying higher electric rates to an out-of-state corporation?
- ▶ For Our Members, The Cooperative is Choice!  
The election on November 6 will determine the answer

**CO-OPS**  
**VOTE**  
A PROGRAM OF AMERICA'S  
ELECTRIC COOPERATIVES  
[WWW.VOTELCOOP](http://WWW.VOTELCOOP)

## Summary

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- ▶ IF Question 3 is Passed
  - ▶ Cooperative Business Model will Change, likely to be "Only a Poles and Wires" Company, No Energy Sales
  - ▶ Rates are likely to raise, as profit motivated culture is introduced (PUCN report)
  - ▶ Local Democratic Control will diminish, as the PUCN will become the jurisdictional authority
  - ▶ Constitutional Amendment makes the issue almost permanent (First State to place in as an Amendment)
  - ▶ Certain Demographic Populations are vulnerable (Elderly and Low Income) already proven.

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THE ASK

- ▶ Adopt a Resolution expressing concern or in opposition
- ▶ What is Mt. Wheeler Power Doing ?
  - ▶ Yard Signs
  - ▶ Coalition Partner
  - ▶ Ruralite Magazine
  - ▶ Web Site
  - ▶ Facebook
  - ▶ Customer Meetings
  - ▶ Newspaper Articles
  - ▶ Bill Inserts
- ▶ If you need any information – just ask

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QUESTIONS???

- ▶ [WWW.MWPOWER.NET](http://WWW.MWPOWER.NET)
  - ▶ Kevin Robison  
[kevinr@mwpower.org](mailto:kevinr@mwpower.org)
  - ▶ Shelle Watts  
[shellew@mwpower.org](mailto:shellew@mwpower.org)

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Sheriff Scott Henriod  
Captain Jaime Swetich

# WHITE PINE COUNTY SHERIFF'S OFFICE

1785 Great Basin Blvd. Ely, NV 89301

Phone: (775)289-8808

Fax: (775)289-1468

## STATISTICS FOR THE CITY OF ELY

APRIL 2018 THROUGH JUNE 2018

**INCIDENTS: 1565**

**TRAFFIC STOPS: 660**

**CITATIONS: 149**

**FELONY ARRESTS: 12**

**MISDEMEANOR ARRESTS: 54**

**NEW BOOKINGS: 110**

**TOTAL DAYS SERVED IN JAIL: 587**