



BOWERS & COMPANY
CPAs PLLC

CERTIFIED PUBLIC ACCOUNTANTS • BUSINESS CONSULTANTS

August 15, 2018

Paul J. Anderson, Esq.
Managing Shareholder
Maupin, Cox & LeGoy, A Professional Corporation
4785 Caughlin Parkway
Reno, Nevada 85919

Charles H. Odgers, Esq.
City Attorney
City of Ely, Nevada
501 Mill Street
Ely, Nevada 89301

RE: CITY OF ELY, NEVADA, a Nevada municipal corporation; and WHITE PINE HISTORICAL RAILROAD FOUNDATION, INC., a Nevada non-profit corporation vs. S & S SHORTLINE LEASING, LLC, a Utah limited liability company; and DOES 1 through 10, inclusive

Dear Mr. Anderson and Mr. Odgers:

This letter is to confirm and specify the terms of our engagement on behalf of Maupin, Cox & LeGoy, A Professional Corporation (the "Law Firm") and the City of Ely, Nevada (the "City") in the above-titled matter.

We are being retained by both the Law Firm and the City. All reports, communications, and work product will be submitted to the Law Firm and Mr. Odgers' office. We understand that it may be necessary for you to share with us your theories of the case, strategy considerations, mental impressions, conclusions, and other thought processes that relate to your preparation for trial. Consequently, we understand that the work performed by us will be confidential, shall constitute a portion of your work product, and is to be regarded by us as being covered by the attorney-client privilege and work-product doctrine.

The scope of engagement shall include, but not be limited to, the following:

- Providing an expert written report and opinion regarding
 - A) the definition of industry terms used in the Lease Agreement/Joint Development Agreement (the "Development Agreement") between the City, Nevada Northern Railway Foundation, Inc. (formerly known as the "White Pine Historical Railroad Foundation, Inc.") (the "Foundation") and S & S Shortline Leasing, LLC ("S&S");

120 Madison Street, 1700 AXA Tower II, Syracuse, NY 13202 Phone: 315.234.1100 • Fax: 315.234.1111
1120 Commerce Park Drive East, Watertown, NY 13601 Phone: 315.788.7690 • Fax: 315.788.0966

www.bcp LLC.com

- B) whether S&S breached the terms of the Development Agreement based on our interpretation of relevant terms used in the Development Agreement;
 - C) the nature and extent of any and all economic benefits derived by S&S from assignment of IRC § 45G tax credits related to S&S's involvement in the Nevada Northern Railway and/or the Agreement (the "45G Tax Credits");
 - D) whether the money, remuneration, or economic benefit of any nature whatsoever and in any form, received by S&S for its assignment of the 45G Tax Credits to a related entity and/or unaffiliated third party, however structured, constitutes "revenue" for purposes of interpreting the Development Agreement;
 - F) whether the scope or any other aspect of the Notice of Exemption filed by S&S with the Surface Transportation Board in 2009 exceeded S&S's rights under the Agreement and whether any part of the filing was inconsistent with industry practice;
 - E) whether the expenses charged by S&S under the Development Agreement, including, but not limited to, equipment leased from entities related to S&S and the rates charged for those leases and other enumerated expenses, are consistent with industry standards for purposes of IRS reporting and interpreting the Development Agreement; and
 - F) whether S&S has complied with the Development Agreement with respect to every manner of revenue and expense reporting consistent with industry practice and generally accepted accounting principles applicable to railroads and short-line railroad companies;
- Providing deposition testimony (which will likely be taken in Reno, Nevada); and
 - Providing testimony at trial in Ely, Nevada;

The fee for the expert written report will be at our normal per diem billing rates which range from \$300 per hour for Partners, \$200 for Managers, and \$150 per hour for staff positions.

For the expert written report, we estimate a fee in the range of \$9,000 - \$10,000 or around 30-35 hours of Partner time. You will be billed a lower amount if the time incurred is less.

Additionally, we will bill our normal per diem billing rates stated above for our time spent performing professional services at the deposition in Reno, Nevada, or the trial in Ely, Nevada. However, we will bill one-half (1/2) our billable rate for all travel time involved in the deposition and/or trial. Finally, we will bill for our reasonable out-of-pocket travel costs related to our flights, rental cars, accommodations, and food and beverage when traveling to Reno and/or Ely.

The work will be performed by reading, studying and researching the information which you provide. The information to be submitted could include, but is not limited to, the following: (1) The initial allegation of plaintiff; (2) Response by the defendant; (3) The Development Agreement; (4) Railway system map; (5) Land appraisal; (6) Financial statements reported to plaintiff by defendant; and (7) Any other information which we may request as the case progresses.

The fee is an estimate based upon our experience with such services. If something should arise that would require a change to the fee, we will contact you for your approval prior to incurring additional charges. Any additional consulting or other services necessary to be provided will be based on our per diem billing rates, as noted previously, and the amount of time needed to render these services. Prior to starting any additional consulting services, we will provide you an estimate of the time necessary to deliver such services, noting the associated estimated cost.

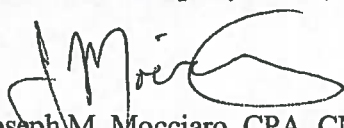
Additionally, both the Law Firm and the City are jointly and severally liable for our fees and costs even though you have each committed to pay fifty percent (50%) of our fees and costs. If one of you pays more than your 50% pro rata share of our fees and costs, then the other shall promptly contribute to the payor of our fee and/or cost, in immediately available funds, such amount of a contributing payment that shall cause each of you to have paid an amount equal to your 50% pro rata share of our fees and costs. We understand that, under Nevada law, the City cannot reimburse us for our alcohol expenses while we are traveling. Therefore, the Law Firm will be solely responsible for reimbursing our reasonable alcohol expenses during our travels to Reno and/or Ely.

If the foregoing is acceptable to you, please sign and return one copy to our office and retain the other for your records. As we discussed, this letter agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument. A facsimile or electronic copy of this letter agreement or its signature page shall be accepted as an original.

We sincerely appreciate the opportunity to serve you.

Very truly yours,

Bowers & Company CPAs, PLLC


Joseph M. Mocciano, CPA, CMA, Partner

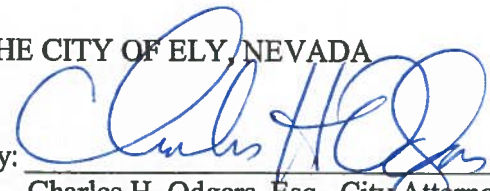
I understand and accept the above terms for a letter agreement.

MAUPIN, COX & LEGOY, A PROFESSIONAL CORPORATION

By: _____
Paul J. Anderson, Esq., Managing Shareholder

Date

THE CITY OF ELY, NEVADA


By: _____
Charles H. Odgers, Esq., City Attorney

8/16/18

Date



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CPAs PLLC

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August 15, 2018

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Joseph M. Mocciaro, CPA, CMA, Partner

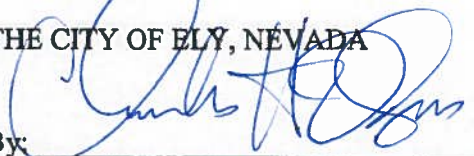
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MAUPIN, COX & LEGOY, A PROFESSIONAL CORPORATION

By: 
Paul J. Anderson, Esq., Managing Shareholder

8/16/18
Date

THE CITY OF ELY, NEVADA

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

8/16/18
Date

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
43	NARANJO RAUL	064	SERVICE	08/01/2018	1,233.84	1,233.84	08/09/2018
Total 43:					1,233.84	1,233.84	
67	BUSINESS CONTINUITY TECHN	5258	Muni Court Quote APC/Switch	07/31/2018	1,080.11	1,080.11	08/06/2018
Total 67:					1,080.11	1,080.11	
105	GALLS INC	010337449	3449061	07/18/2018	261.70	261.70	08/13/2018
105	GALLS INC	010385930	3449061	07/25/2018	121.98	121.98	08/13/2018
Total 105:					383.68	383.68	
140	L/P INSURANCE SERVICES INC	327107	NPAIP201516	07/31/2018	2,392.80	2,392.80	08/07/2018
140	L/P INSURANCE SERVICES INC	327107	NPAIP201516	07/31/2018	8,486.46	8,486.46	08/07/2018
140	L/P INSURANCE SERVICES INC	327107	NPAIP201516	07/31/2018	2,392.80	2,392.80	08/07/2018
140	L/P INSURANCE SERVICES INC	327107	NPAIP201516	07/31/2018	16,366.75	16,366.75	08/07/2018
140	L/P INSURANCE SERVICES INC	327107	NPAIP201516	07/31/2018	127.62	127.62	08/07/2018
140	L/P INSURANCE SERVICES INC	327107	NPAIP201516	07/31/2018	271.84	271.84	08/07/2018
140	L/P INSURANCE SERVICES INC	327107	NPAIP201516	07/31/2018	604.58	604.58	08/07/2018
140	L/P INSURANCE SERVICES INC	327107	NPAIP201516	07/31/2018	877.36	877.36	08/07/2018
140	L/P INSURANCE SERVICES INC	327107	NPAIP201516	07/31/2018	2,008.36	2,008.36	08/07/2018
140	L/P INSURANCE SERVICES INC	327107	NPAIP201516	07/31/2018	8,486.46	8,486.46	08/07/2018
140	L/P INSURANCE SERVICES INC	327107	NPAIP201516	07/31/2018	14,004.26	14,004.26	08/07/2018
140	L/P INSURANCE SERVICES INC	327107	NPAIP201516	07/31/2018	93,684.50	93,684.50	08/07/2018
140	L/P INSURANCE SERVICES INC	327107	NPAIP201516	07/31/2018	9,816.31	9,816.31	08/07/2018
Total 140:					159,520.10	159,520.10	
315	BUSINESS INFORMATION SYST	74767	Maintenance Agreement ELY900	07/10/2018	895.00	895.00	08/09/2018
Total 315:					895.00	895.00	
350	AT&T	JULY 2018	UTILITIES	07/28/2018	51.74	51.74	08/16/2018
350	AT&T	JULY 2018	UTILITIES	07/28/2018	51.73	51.73	08/16/2018
350	AT&T	JULY 2018	UTILITIES	07/28/2018	51.73	51.73	08/16/2018
350	AT&T	JULY 2018	UTILITIES	07/28/2018	51.74	51.74	08/16/2018
350	AT&T	JULY 2018	UTILITIES	07/28/2018	138.92	138.92	08/16/2018
350	AT&T	JULY 2018	UTILITIES	07/28/2018	108.20	108.20	08/16/2018
350	AT&T	JULY 2018	UTILITIES	07/28/2018	24.32	24.32	08/16/2018
350	AT&T	JULY 2018	UTILITIES	07/28/2018	14.11	14.11	08/16/2018
350	AT&T	JULY 2018	UTILITIES	07/28/2018	14.11	14.11	08/16/2018
350	AT&T	JULY 2018	UTILITIES	07/28/2018	14.11	14.11	08/16/2018
350	AT&T	JULY 2018	UTILITIES	07/28/2018	51.92	51.92	08/16/2018
350	AT&T	JULY 2018	UTILITIES	07/28/2018	150.39	150.39	08/16/2018
350	AT&T	JULY 2018	UTILITIES	07/28/2018	150.16	150.16	08/16/2018
Total 350:					873.18	873.18	
440	BATH LUMBER	7/28/18	Misc. Supplies	07/28/2018	160.92	160.92	08/16/2018
440	BATH LUMBER	7/28/18	Misc. Supplies	07/28/2018	188.51	188.51	08/16/2018
440	BATH LUMBER	7/28/18	Misc. Supplies	07/28/2018	85.04	85.04	08/16/2018
440	BATH LUMBER	7/28/18	Misc. Supplies	07/28/2018	74.67	74.67	08/16/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
440	BATH LUMBER	7/28/18	Misc. Supplies	07/28/2018	154.97	154.97	08/16/2018
440	BATH LUMBER	7/28/18	Misc. Supplies	07/28/2018	21.59	21.59	08/16/2018
440	BATH LUMBER	7/28/18	Misc. Supplies	07/28/2018	67.13	67.13	08/16/2018
440	BATH LUMBER	7/28/18	Misc. Supplies	07/28/2018	24.45	24.45	08/16/2018
Total 440:					777.28	777.28	
720	BUSINESS SOLUTIONS GROUP	14483	CLIENT NO 524	07/27/2018	193.85	193.85	08/06/2018
Total 720:					193.85	193.85	
842	WHITE PINE COUNTY RECORD	AUGUST 2018	Fees for Landfill Liens	08/14/2018	105.00	105.00	08/14/2018
842	WHITE PINE COUNTY RECORD	SEDWICK	Lien Fees	08/14/2018	35.00	35.00	08/14/2018
Total 842:					140.00	140.00	
990	CITY OF ELY	AUGUST 2018	PR DED - UTILITIES	08/14/2018	1,698.81	1,698.81	08/14/2018
Total 990:					1,698.81	1,698.81	
1002	CITY OF WEST WENDOVER	2338	Labs	07/12/2018	48.00	48.00	08/09/2018
Total 1002:					48.00	48.00	
1120	NEVADA DEPT OF PUBLIC SAF	47609	CUSTOMER NO 880164	08/01/2018	282.00	282.00	08/06/2018
Total 1120:					282.00	282.00	
1640	FISERV	2078664	50-163750	07/20/2018	94.13	94.13	08/06/2018
1640	FISERV	2078664	50-163750	07/20/2018	94.13	94.13	08/06/2018
1640	FISERV	2078664	50-163750	07/20/2018	94.13	94.13	08/06/2018
1640	FISERV	2078664	50-163750	07/20/2018	94.13	94.13	08/06/2018
Total 1640:					376.52	376.52	
1750	GALE OIL	JULY 2018	TIRES	08/01/2018	86.00	86.00	08/08/2018
1750	GALE OIL	JULY 2018	TIRES	08/01/2018	45.00	45.00	08/08/2018
1750	GALE OIL	JULY 2018	TIRES	08/01/2018	342.00	342.00	08/08/2018
1750	GALE OIL	JULY 2018	TIRES	08/01/2018	342.00	342.00	08/08/2018
1750	GALE OIL	JULY 2018	SERVICES	08/01/2018	65.00	65.00	08/08/2018
Total 1750:					880.00	880.00	
2007	STEWART BROTHERS ELECTRI	91046	Charges for repairing a pump	07/10/2018	13,080.70	13,080.70	08/13/2018
Total 2007:					13,080.70	13,080.70	
2860	MICHAEL A CLARK TRUCKING I	371603/372423	HYPOCHLORITE	07/13/2018	675.00	675.00	08/09/2018
Total 2860:					675.00	675.00	
3030	MT WHEELER POWER	JULY 2018	POWER	07/15/2018	2,827.63	2,827.63	08/06/2018
3030	MT WHEELER POWER	JULY 2018	POWER	07/15/2018	180.47	180.47	08/06/2018
3030	MT WHEELER POWER	JULY 2018	POWER	07/15/2018	24,012.45	24,012.45	08/06/2018
3030	MT WHEELER POWER	JULY 2018	POWER	07/15/2018	449.96	449.96	08/06/2018
3030	MT WHEELER POWER	JULY 2018	POWER	07/15/2018	56.83	56.83	08/06/2018
3030	MT WHEELER POWER	JULY 2018	POWER	07/15/2018	216.08	216.08	08/06/2018
3030	MT WHEELER POWER	JULY 2018	POWER	07/15/2018	7,333.32	7,333.32	08/06/2018

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3030	MT WHEELER POWER	JULY 2018	POWER	07/15/2018	2,648.59	2,648.59	08/06/2018
3030	MT WHEELER POWER	JULY 2018	POWER	07/15/2018	234.32	234.32	08/06/2018
3030	MT WHEELER POWER	JULY 2018	POWER	07/15/2018	39.66	39.66	08/06/2018
3030	MT WHEELER POWER	JULY 2018	POWER	07/15/2018	35.59	35.59	08/06/2018
3030	MT WHEELER POWER	JULY 2018	POWER	07/15/2018	63.96	63.96	08/06/2018
Total 3030:					38,098.86	38,098.86	
3590	O'FLAHERTY PLUMBING & HEA	1807312	SUPPLIES	06/30/2018	106.40	106.40	08/06/2018
3590	O'FLAHERTY PLUMBING & HEA	6725	3/4 Meter Pit	07/02/2018	650.00	650.00	08/13/2018
Total 3590:					756.40	756.40	
4780	THATCHER COMPANY OF NEV	1446430	0504201	07/16/2018	1,789.60	1,789.60	08/09/2018
Total 4780:					1,789.60	1,789.60	
4800	THE GREEK, RADIO SHACK	75693/75660	Ambulance Expenses	07/20/2018	42.99	42.99	08/06/2018
Total 4800:					42.99	42.99	
4900	US BANK	JULY 2018	4798531219108166	07/23/2018	65.54	65.54	08/13/2018
4900	US BANK	JULY 2018	4798531219108166	07/23/2018	50.72	50.72	08/13/2018
4900	US BANK	JULY 2018	4798531219108166	07/23/2018	26.38	26.38	08/13/2018
4900	US BANK	JULY 2018	4798531219108166	07/23/2018	689.00	689.00	08/13/2018
4900	US BANK	JULY 2018	4798531219108166	07/23/2018	107.70	107.70	08/13/2018
4900	US BANK	JULY 2018	4798531219108166	07/23/2018	1,315.00	1,315.00	08/13/2018
4900	US BANK	JULY 2018	4798531219108166	07/23/2018	51.02	51.02	08/13/2018
4900	US BANK	JULY 2018	4798531219108166	07/23/2018	155.39	155.39	08/13/2018
Total 4900:					2,460.75	2,460.75	
5230	WESTERN NEVADA SUPPLY	27508133-1	55525	07/19/2018	700.60	700.60	08/06/2018
Total 5230:					700.60	700.60	
5270	WHEELER MACHINERY CO	JULY 2018	027405	07/31/2018	412.67	412.67	08/14/2018
5270	WHEELER MACHINERY CO	JULY 2018	027405	07/31/2018	5,610.80	5,610.80	08/14/2018
5270	WHEELER MACHINERY CO	JULY 2018	027405	07/31/2018	1,502.99	1,502.99	08/14/2018
5270	WHEELER MACHINERY CO	JULY 2018	027405	07/31/2018	10.96	10.96	08/14/2018
Total 5270:					7,537.42	7,537.42	
5400	WILLIAM BEE RIRIE HOSPITAL	10224866	LAB DRUG TEST MERRITT A	07/31/2018	49.00	49.00	08/08/2018
Total 5400:					49.00	49.00	
6590	LIFE-ASSIST INC	866297	89301FD NV-1262	08/01/2018	275.11	275.11	08/06/2018
Total 6590:					275.11	275.11	
7430	VERIZON WIRELESS	9811030538	942041460-00001	07/15/2018	22.59	22.59	08/08/2018
7430	VERIZON WIRELESS	9811030538	272066223-00001	07/15/2018	20.08	20.08	08/08/2018
7430	VERIZON WIRELESS	9811030538	942041460-00001	07/15/2018	5.08	5.08	08/08/2018
7430	VERIZON WIRELESS	9811030538	942041460-00001	07/15/2018	22.59	22.59	08/08/2018
7430	VERIZON WIRELESS	9811030538	942041460-00001	07/15/2018	22.59	22.59	08/08/2018
7430	VERIZON WIRELESS	9811030538	942041460-00001	07/15/2018	22.63	22.63	08/08/2018
7430	VERIZON WIRELESS	9811030538	942041460-00001	07/15/2018	22.59	22.59	08/08/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7430	VERIZON WIRELESS	9811030538	942041460-00001	07/15/2018	22.59	22.59	08/08/2018
7430	VERIZON WIRELESS	9811030538	942041460-00001	07/15/2018	64.52	64.52	08/08/2018
Total 7430:					225.26	225.26	
9140	NATIONAL BUSINESS FACTOR	GARNISHMEN	Armijo, Robert 5 Pay Periods	08/15/2018	375.00	375.00	08/16/2018
Total 9140:					375.00	375.00	
9430	NV LEAGUE OF CITIES & MUNI	AUGUST 2018	DUES	08/09/2018	641.70	641.70	08/13/2018
9430	NV LEAGUE OF CITIES & MUNI	AUGUST 2018	DUES	08/09/2018	641.70	641.70	08/13/2018
9430	NV LEAGUE OF CITIES & MUNI	AUGUST 2018	DUES	08/09/2018	641.72	641.72	08/13/2018
9430	NV LEAGUE OF CITIES & MUNI	AUGUST 2018	DUES	08/09/2018	641.69	641.69	08/13/2018
Total 9430:					2,566.81	2,566.81	
9920	D & S REPAIR	26007	SERVICE & REPAIRS	07/25/2018	238.26	238.26	08/06/2018
9920	D & S REPAIR	26007	SERVICE & REPAIRS	07/25/2018	238.26	238.26	08/06/2018
Total 9920:					476.52	476.52	
10150	CEDAR GROVE PET	6152	Animal Supplies	07/31/2018	24.00	24.00	08/09/2018
Total 10150:					24.00	24.00	
10741	ASHBY BRUCE	JULY 2018	Reimbursement of Transportation	07/19/2018	65.19	65.19	08/13/2018
Total 10741:					65.19	65.19	
11240	AT&T U-VERSE	PAST DUE AN	Internet Service	07/19/2018	42.53	42.53	08/06/2018
11240	AT&T U-VERSE	PAST DUE AN	Internet Service	07/19/2018	42.53	42.53	08/06/2018
11240	AT&T U-VERSE	PAST DUE AN	Internet Services	07/19/2018	42.53	42.53	08/06/2018
11240	AT&T U-VERSE	PAST DUE AN	Internet Service	07/19/2018	42.53	42.53	08/06/2018
Total 11240:					170.12	170.12	
11415	RIDLEY'S	AUGUST 2018	Restitution Ashleigh Bass	08/02/2018	27.92	27.92	08/13/2018
11415	RIDLEY'S	AUGUST 2018	Restitution Joshua Crampton	08/02/2018	25.59	25.59	08/13/2018
Total 11415:					53.51	53.51	
11471	RELX INC DBA LEXISNEXIS	3091574398	ACCT 322368XJP	07/31/2018	120.00	120.00	08/06/2018
Total 114712:					120.00	120.00	
14176	SOUTH FORK HARDWARE-ELY	JULY 2018	CUST NO 6	07/31/2018	4.47	4.47	08/13/2018
14176	SOUTH FORK HARDWARE-ELY	JULY 2018	CUST NO 6	07/31/2018	13.99	13.99	08/13/2018
14176	SOUTH FORK HARDWARE-ELY	JUNE 2018	CUST NO 6	07/31/2018	3.38	3.38	08/13/2018
14176	SOUTH FORK HARDWARE-ELY	JUNE 2018	CUST NO 6	07/31/2018	41.35	41.35	08/13/2018
14176	SOUTH FORK HARDWARE-ELY	JUNE 2018	CUST NO 6	07/31/2018	11.18	11.18	08/13/2018
Total 141761:					74.37	74.37	
14255	TRASK, JANETTE	JULY 2018	Contract Services	07/10/2018	1,075.00	1,075.00	08/08/2018
Total 142551:					1,075.00	1,075.00	
14266	AFLAC	616768	Insurance Services	07/25/2018	795.72	795.72	08/06/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 142661:					795.72	795.72	
14267	DAVE SMITH	AUGUST 2018	Restitution Case 2014-483	08/06/2018	50.00	50.00	08/13/2018
Total 142671:					50.00	50.00	
14269	Hunt & Sons, Inc.	877433	Fuel	07/31/2018	110.91	110.91	08/09/2018
14269	Hunt & Sons, Inc.	877433	Fuel	07/31/2018	308.49	308.49	08/09/2018
14269	Hunt & Sons, Inc.	877433	Fuel	07/31/2018	407.54	407.54	08/09/2018
14269	Hunt & Sons, Inc.	877433	Fuel	07/31/2018	330.30	330.30	08/09/2018
14269	Hunt & Sons, Inc.	877433	Fuel	07/31/2018	223.45	223.45	08/09/2018
14269	Hunt & Sons, Inc.	877433	Fuel	07/31/2018	416.12	416.12	08/09/2018
14269	Hunt & Sons, Inc.	877433	Fuel	07/31/2018	89.60	89.60	08/09/2018
14269	Hunt & Sons, Inc.	877433	Fuel	07/31/2018	107.15	107.15	08/09/2018
14269	Hunt & Sons, Inc.	877433	Fuel	07/31/2018	121.51	121.51	08/09/2018
Total 142691:					2,115.07	2,115.07	
14276	Beth Swartz	JULY 2018	Refund on Utility Bill Closed Acco	08/06/2018	51.80	51.80	08/08/2018
Total 142761:					51.80	51.80	
14277	Toro Concrete	AUGUST 2018	Refund of Excavation Permit	08/07/2018	2,600.00	2,600.00	08/08/2018
Total 142771:					2,600.00	2,600.00	
Grand Totals:					244,687.17	244,687.17	

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.

August 23, 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 a Petition for Vacation or Abandonment of a Road or Easement. The applicant, Robert Biamonte, wishes to have the streets and or easements between the Applicant's Ely Street properties, from Third Street to Second Street, abandoned. The proposed abandonments are located between APN's 001-141-02, 001-141-03, 001-141-04, and 001-142-07, Ely, Nevada.

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

1. Chairman Peeler – [Discussion/For Possible Action](#) – Consideration of a Petition for Vacation or Abandonment of a Road or Easement. The applicant, Robert Biamonte, wishes to have the streets and or easements between the Applicant's Ely Street properties, from Third Street to Second Street, abandoned. The proposed abandonments are located between APN's 001-141-02, 001-141-03, 001-141-04, and 001-142-07, Ely, Nevada.

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

1. Chairman Peeler – Buzz Rosevear, PLS, *Basin Engineering* Survey Manager – [Discussion/For Possible Action](#) – Approval of Parcel Map for property located at ¼ Section NW Sections 22, Township 16N, Range 63E. The general location of the property is North of the Bypass, Ely, Nevada (APN 001-491-30). The applicant, *Ely Meadows, LLC*, desires to subdivide the parcel.
2. Chairman Peeler – Discussion/For Possible Action – Direct City Attorney to prepare an ordinance requiring closed businesses to remove signage.

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

1. Councilman Carson – Kerry Sprouse of *KERRYCO, LLC* and Dean Day of *Day Engineering* – [Discussion/For Possible Action](#) – Authorization from the Municipal Utilities Board and Ely City Council for *KERRYCO, LLC* to extend the City's eight inch (8") water main south 900 feet from the vicinity of the Public Safety Building to Madison Avenue at *KEERYCO, LLC*'s expense.

10. 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 10A-1 Minutes & 10A-2 Bills.

Moved by: _____ Second by: _____ Vote: _____

1. Discussion/For Possible Action –Minutes.
 - [July 19, 2018](#)
 - July 26, 2018
2. Discussion/For Possible Action –Bills.
 - [August 16, 2018](#)

B. NEW BUSINESS

1. Council Members – Mark Moattar – [Discussion/For Possible Action](#) – Removal of Notice and Orders on Mark Moattar’s property located at 682 Mill Street for failure to submit an emergency repair building permit application to the City building official within the next business day per IRC 2012 Section R105.2.1 Emergency Repairs, installation of more than two layers of roofing material and failure to hire a licensed contractor to complete the emergency repairs.
2. Councilman Hanson – Discussion/For Possible Action – Approval to send a written Fire/EMS Services proposal to the White Pine County Commission.
3. Council Members – City Attorney Odgers – [Discussion/For Possible Action](#) – Ratification of the City Attorney’s selection of *Bowers and Associates* as an accounting and shortline leasing subject matter expert for the lawsuit against *S & S Shortline Leasing*, with costs of expert services to be equally divided between the City of Ely and the Nevada Northern Railway Foundation.
4. Councilman Carson – [Discussion/For Possible Action](#) – Evaluation of contract between the City of Ely and *Hinton Burdick CPAs* for Payroll and Accounts Payable services.

11. 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”.

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


* Open session – Action/Discussion – Personnel**

The meeting may be closed by appropriate motion for the purpose of discussion on any matter allowed under N.R.S. 241.031 and 241.033, (1) nothing contained in this chapter prevents a public body from holding a closed meeting to consider the character, alleged misconduct, professional competence or physical or mental health of a person/employee. (2) A public body may close a meeting upon a motion, which specifies the nature of the business to be considered. (3) This chapter does not: (a) Apply to judicial proceedings. (b) Prevent the removal of any person who willfully disrupts a meeting to the extent that its orderly conduct is made impractical. (c) Prevent the exclusion of witnesses from a public or private meeting during the examination of another witness. (d) Require that any meeting be closed to the public. (e) Permit a closed meeting for the discussion of the appointment of any person to public office or as a member of a public body. (4) The exception provided by this section, and electronic communication, must not be used to circumvent the spirit or letter of this chapter in order to discuss or act upon a matter over which the public body has supervision, control, jurisdiction or advisory powers.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, 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 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. 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 **August 16, 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. 8-23-18

MAUREEN OTZELBERGER

Dean Day

Kerry Spruce

Pastor Bob Winden

John Gunters

Jake Gubler

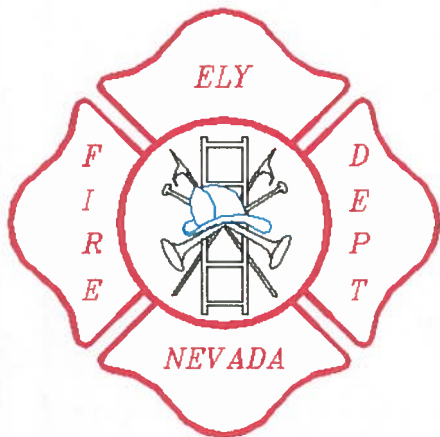
George Chachas

M. COSTER

K. McMurray

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

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



City of Ely Fire Department

1780 Great Basin Blvd.
Ely Nv. 89301

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

August 15, 2018

To: Melody Van Camp, Mayor
Ely City Council

Fire Department Call Report: August 3rd to August 15th, 2018

17 Medical Transports
5 Non Transports
4 Jail Check Welfare Check
1 Fire Responses

27 Total Calls (Reports 18-02329 thru 18-0355)

Ross Rivera

Fire Chief
Ely Fire Department

Ely Fire Dept
Department Journal

08/02/2018 to 08/15/2018

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
Thu Aug 2, 2018				
07:54	FIRE	18-0000329-000	EMS call, excluding vehicle accident with injury	1.71
Station 1		UnitR3	1500 Avenue G AVE	
Staff			Hours Code	Unit

10-7774		O'DONNEL, Marian	0.57 RS	PV
02-4825		RIVERA, Ross	0.57 RA	R3
02-4684		STORK, Pat	0.57 OD	R3
Total Staff:		3		
Code		Hours	Count	

OD		0.57	1	
RA		0.57	1	
RS		0.57	1	
Total of All Codes:			3	
09:49	FIRE	18-0000330-000	EMS call, excluding vehicle accident with injury	2.01
Station 1		UnitR3	1500 Avenue H AVE	
Staff			Hours Code	Unit

11-6982		MANGUM-MCARDLE, Misty	0.67 RA	R3
10-7774		O'DONNEL, Marian	0.67 RS	PV
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	
11:30	FIRE	18-0000331-000	EMS call, excluding vehicle accident with injury	3.40
Station 1		UnitR3	1500 Avenue G AVE	
Staff			Hours Code	Unit

13-3043		HILTON, Burton	0.68 MX	PV

Ely Fire Dept

Department Journal

08/02/2018 to 08/15/2018

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
Thu Aug 2, 2018				
11-6982		MANGUM-MCARDLE, Misty	0.68 RA	R3
10-7774		O'DONNEL, Marian	0.68 RS	PV
02-4825		RIVERA, Ross	0.68 MX	PV
02-4684		STORK, Pat	0.68 OD	R3
Total Staff:		5		
Code				
		Hours	Count	
MX		1.36	2	
OD		0.68	1	
RA		0.68	1	
RS		0.68	1	
Total of All Codes:			5	
17:44	FIRE	18-0000332-000	Medical Transport	3.15
		Unit R3	1500 Avenue H AVE	
Staff				
		Hours	Code	Unit
13-3043		0.63	RS	PV
11-6982		0.00	RA	R3
10-7774		0.63	RS	PV
17-3610		0.63	RS	PV
17-8055		0.63	RS	PV
02-4684		0.00	OD	R3
16-6764		0.63	RS	PV
Total Staff:		7		
Code				
		Hours	Count	
OD		0.00	1	
RA		0.00	1	
RS		3.15	5	
Total of All Codes:			7	

Fri Aug 3, 2018

00:27	FIRE	18-0000333-000	Building fire	36.01
Station 1		Unit E1	317 Ely AVE	
Units: E1, L1, R3				

Ely Fire Dept
Department Journal

08/02/2018 to 08/15/2018

07:00 to 23:00

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

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

Fri Aug 3, 2018

Staff		Hours	Code	Unit
02-0157	ALWORTH, Jim	2.77	FX	PV
10-2375	BATH, April	2.77	FX	PV
02-5977	DOTY, Steve	2.77	FX	PV
13-3043	HILTON, Burton	2.77	FX	PV
02-9804	KAAMASEE, Chris	2.77	FX	PV
11-6982	MANGUM-MCARDLE, Misty	2.77	FX	PV
02-1986	MCKNIGHT, Craig	2.77	RE	L1
02-1764	NORTH, Brett	2.77	FX	PV
12-7938	PEREZ, Teresa	2.77	RA	R3
17-8813	RUESCH, Adam	2.77	FX	PV
17-8055	STARK, Jacob	2.77	FX	PV
02-4684	STORK, Pat	2.77	OD	E1
16-6764	SWENSON, Matt	2.77	FX	PV
Total Staff: 13				

Code	Hours	Count
FX	27.70	10
OD	2.77	1
RA	2.77	1
RE	2.77	1
Total of All Codes:		13

11:46	FIRE	18-0000334-000	EMS call, excluding vehicle accident with injury	6.48
Station 1		Unit R3	252 Fay AVE	

Staff		Hours	Code	Unit
10-2375	BATH, April	0.72	RA	R3
13-3043	HILTON, Burton	0.72	MX	PV
02-1764	NORTH, Brett	0.72	MX	PV
12-7938	PEREZ, Teresa	0.72	RA	R3
02-4176	PETERSON, Mike	0.72	MX	PV
07-3792	RAINEY, Donald G	0.72	MX	PV
02-4825	RIVERA, Ross	0.72	MX	PV
17-9443	STEINER, Derek	0.72	MX	PV
02-4684	STORK, Pat	0.72	OD	R3

Ely Fire Dept

Department Journal

08/02/2018 to 08/15/2018

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
Fri Aug 3, 2018				
Total Staff:		9		
Code		Hours	Count	
-----		-----	-----	
MX		4.32	6	
OD		0.72	1	
RA		1.44	2	
Total of All Codes:			9	
21:54	FIRE	18-0000335-000	Jail Check @ WPSO Public Safety Bldg	0.13
Station 1			1785 Great Basin BLVD	
Staff			Hours Code Unit	
-----			-----	
02-4684		STORK, Pat	0.13 OD	
Total Staff:		1		
Code		Hours	Count	
-----		-----	-----	
OD		0.13	1	
Total of All Codes:			1	
Mon Aug 6, 2018				
01:33	FIRE	18-0000336-000	EMS call, excluding vehicle accident with	2.40
Station 1		Unit R3	injury	
			1501 E Aultman ST	
Staff			Hours Code Unit	
-----			-----	
13-3043		HILTON, Burton	0.80 OD R3	
02-1986		MCKNIGHT, Craig	0.80 RS PV	
02-4176		PETERSON, Mike	0.80 OD R3	
Total Staff:		3		
Code		Hours	Count	
-----		-----	-----	
OD		1.60	2	
RS		0.80	1	
Total of All Codes:			3	

Ely Fire Dept
Department Journal

08/02/2018 to 08/15/2018

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
Mon Aug 6, 2018				
11:53	FIRE	18-0000337-000	Jail Check @ WPSO Public Safety Bldg	0.74
	Station 1		1785 Great Basin BLVD	
	Staff		Hours Code Unit	
	02-4825	RIVERA, Ross	0.37 OD	
	02-1205	STEINER, David	0.37 OD	
	Total Staff:	2		
	Code	Hours Count		
	OD	0.74 2		
	Total of All Codes:	2		
12:23	FIRE	18-0000338-000	EMS call, excluding vehicle accident with	2.50
	Station 1	Unit R3	injury	
			701 E 15th ST	
	Staff		Hours Code Unit	
	02-8308	MANGUM, Pete	0.50 PV PV	
	11-6982	MANGUM-MCARDLE, Misty	0.50 RA R3	
	10-7774	O'DONNELL, Marian	0.50 PV PV	
	02-4825	RIVERA, Ross	0.50 OD NA	
	02-1205	STEINER, David	0.50 OD R3	
	Total Staff:	5		
	Code	Hours Count		
	OD	1.00 2		
	PV	1.00 2		
	RA	0.50 1		
	Total of All Codes:	5		
12:53	FIRE	18-0000339-000	EMS call, excluding vehicle accident with	3.80
	Station 1	Unit R3	injury	
			1500 Avenue G AVE	
	Staff		Hours Code Unit	
	11-6982	MANGUM-MCARDLE, Misty	0.95 RA R3	
	10-7774	O'DONNELL, Marian	0.95 RC PV	
	02-4825	RIVERA, Ross	0.95 OD NA	

Ely Fire Dept

Department Journal

08/02/2018 to 08/15/2018

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
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Mon Aug 6, 2018

02-1205	STEINER, David	0.95 OD	R3
Total Staff:	4		

Code	Hours	Count
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OD	1.90	2
RA	0.95	1
RC	0.95	1
Total of All Codes:		4

Tue Aug 7, 2018

10:30	FIRE	18-0000340-000	EMS call, excluding vehicle accident with injury	2.90
Station 1		Unit R3	595 Aultman ST	

Staff	Hours	Code	Unit
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10-2375	BATH, April	0.58 MX	PV
11-6982	MANGUM-MCARDLE, Misty	0.58 OD	R3
11-6982	MANGUM-MCARDLE, Misty	0.58 OD	R3
10-7774	O'DONNELL, Marian	0.58 RS	PV
02-4176	PETERSON, Mike	0.58 OD	R3
Total Staff:	4		

Code	Hours	Count
-----	-----	-----
MX	0.58	1
OD	1.74	3
RS	0.58	1
Total of All Codes:		5

21:52	FIRE	18-0000341-000	Jail Check @ WPSO Public Safety Bldg	0.13
Station 1			1785 Great Basin BLVD	

Staff	Hours	Code	Unit
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02-4176	PETERSON, Mike	0.13 OD	
Total Staff:	1		

Code	Hours	Count
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Ely Fire Dept
Department Journal

08/02/2018 to 08/15/2018

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
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Tue Aug 7, 2018

OD	0.13	1
Total of All Codes:		1

Wed Aug 8, 2018

07:39	FIRE	18-0000342-000	EMS call, excluding vehicle accident with injury	2.49
	Station 1	Unit R3	1580 Murry ST	

Staff	Hours	Code	Unit
02-4825	RIVERA, Ross	0.83 OD	PV
02-1205	STEINER, David	0.83 OD	R3
17-3212	STEINER, Jeannie C	0.83 RA	R3
Total Staff:	3		

Code	Hours	Count
OD	1.66	2
RA	0.83	1
Total of All Codes:		3

Thu Aug 9, 2018

17:00	TRAIN		Fire Hose: Laying, Carrying and Advancin	0.00
	Station 1		Ely Fire Department	

Staff	Hours	Code
02-0157	ALWORTH, Jim	0.00 5.02.09.02
13-8973	CHAMBERS, Taylor Allen	0.00 5.02.09.02
02-5977	DOTY, Steve	0.00 5.02.09.02
13-5604	GARCIA, Chris	0.00 5.02.09.02
13-3043	HILTON, Burton	0.00 5.02.09.02
05-7831	HUNTINGTON, Aron	0.00 5.02.09.02
02-9804	KAAMASEE, Chris	0.00 5.02.09.02
11-5220	LESTER, Mike	0.00 5.02.09.02
02-8308	MANGUM, Pete	0.00 5.02.09.02
02-1986	MCKNIGHT, Craig	0.00 5.02.09.02

Ely Fire Dept

Department Journal

08/02/2018 to 08/15/2018

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
Thu Aug 9, 2018				
02-1764		NORTH, Brett	0.00 5.02.09.02	
18-1043		NORTON, CHARLES	0.00 5.02.09.02	
17-3610		PEACOCK, Derek	0.00 5.02.09.02	
02-4176		PETERSON, Mike	0.00 5.02.09.02	
07-3792		RAINEY, Donald G	0.00 5.02.09.02	
02-1054		RICCI, Gerald	0.00 5.02.09.02	
02-4825		RIVERA, Ross	0.00 5.02.09.02	
17-8813		RUESCH, Adam	0.00 5.02.09.02	
17-8814		RUESCH, Alex	0.00 5.02.09.02	
17-8055		STARK, Jacob	0.00 5.02.09.02	
02-1205		STEINER, David	0.00 5.02.09.02	
17-9443		STEINER, Derek	0.00 5.02.09.02	
02-4684		STORK, Pat	0.00 5.02.09.02	
17-0899		SUMRALL, Caleb	0.00 5.02.09.02	
16-6764		SWENSON, Matt	0.00 5.02.09.02	
14-2162		TALLERICO, Ben	0.00 5.02.09.02	
07-2086		TILBY, Mike	0.00 5.02.09.02	
Total Staff:		27		

Code	Hours	Count
5.02.09.02	0.00	27
Total of All Codes:		27

17:57	FIRE	18-0000343-000	Jail Check @ WPSO Public Safety Bldg	0.12
Station 1			1785 Great Basin BLVD	

Staff	Hours	Code	Unit
02-4176	PETERSON, Mike	0.12	OD
Total Staff:		1	

Code	Hours	Count
OD	0.12	1
Total of All Codes:		1

Ely Fire Dept
Department Journal

08/02/2018 to 08/15/2018

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
Sat Aug 11, 2018				
02:53	FIRE	18-0000344-000	Medical Non- Transport	1.56
Station 1		Unit R3	6th ST & Aultman ST	
Staff			Hours Code Unit	

02-1205		STEINER, David	0.78 OD	R3
17-3212		STEINER, Jeannie C	0.78 RA	R3
Total Staff:		2		
Code		Hours	Count	

OD		0.78	1	
RA		0.78	1	
Total of All Codes:			2	
04:18	FIRE	18-0000345-000	EMS call, excluding vehicle accident with injury	1.80
Station 1		Unit R3	1785 Great Basin BLVD	
Staff			Hours Code Unit	

02-0157		ALWORTH, Jim	0.60 RS	PV
02-1205		STEINER, David	0.60 OD	R3
17-3212		STEINER, Jeannie C	0.60 RA	R3
Total Staff:		3		
Code		Hours	Count	

OD		0.60	1	
RA		0.60	1	
RS		0.60	1	
Total of All Codes:			3	
06:08	FIRE	18-0000346-000	EMS call, excluding vehicle accident with injury	2.16
Station 1		Unit R3	806 Murry ST	
Staff			Hours Code Unit	

02-0157		ALWORTH, Jim	0.72 RS	PV
02-1205		STEINER, David	0.72 OD	R3
17-3212		STEINER, Jeannie C	0.72 RA	R3
Total Staff:		3		

Ely Fire Dept

Department Journal

08/02/2018 to 08/15/2018

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
Sat Aug 11, 2018				
<div> <div>Code</div> <div>Hours</div> <div>Count</div> </div>				

OD 0.72 1				
RA 0.72 1				
RS 0.72 1				
Total of All Codes: 3				
17:22	FIRE	18-0000347-000	Medical Non- Transport	0.96
<div> <div>Station 1</div> <div>Unit R3</div> <div>115 W Highlands DR /26</div> </div>				
<div> <div>Staff</div> <div>Hours</div> <div>Code</div> <div>Unit</div> </div>				

11-6982 MANGUM-MCARDLE, Misty 0.32 OD R3				
02-1986 MCKNIGHT, Craig 0.32 RS PV				
02-4176 PETERSON, Mike 0.32 OD R3				
Total Staff: 3				
<div> <div>Code</div> <div>Hours</div> <div>Count</div> </div>				

OD 0.64 2				
RS 0.32 1				
Total of All Codes: 3				
17:37	FIRE	18-0000348-000	Medical Non- Transport	2.65
<div> <div>Station 1</div> <div>Unit R3</div> <div>1500 Avenue G AVE</div> </div>				
<div> <div>Staff</div> <div>Hours</div> <div>Code</div> <div>Unit</div> </div>				

10-2375 BATH, April 0.53 RS PV				
13-3043 HILTON, Burton 0.53 RS PV				
11-6982 MANGUM-MCARDLE, Misty 0.53 OD R3				
02-1986 MCKNIGHT, Craig 0.53 RS PV				
02-4176 PETERSON, Mike 0.53 OD R3				
Total Staff: 5				
<div> <div>Code</div> <div>Hours</div> <div>Count</div> </div>				

OD 1.06 2				
RS 1.59 3				
Total of All Codes: 5				

Ely Fire Dept

Department Journal

08/02/2018 to 08/15/2018

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
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Sun Aug 12, 2018

10:22	FIRE	18-0000350-000	Medical Non- Transport	1.50
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Station 1

Unit R3

808 Ely ST

Staff

Hours Code

Unit

02-1986	MCKNIGHT, Craig	0.50 RS	PV
02-1205	STEINER, David	0.50 OD	R3
17-3212	STEINER, Jeannie C	0.50 RA	R3
Total Staff:	3		

Code	Hours	Count
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OD	0.50	1
RA	0.50	1
RS	0.50	1
Total of All Codes:		3

Mon Aug 13, 2018

00:46	FIRE	18-0000351-000	EMS call, excluding vehicle accident with injury	4.41
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Station 1

Unit R3

1650 Avenue F AVE /39D

Staff

Hours Code

Unit

13-5604	GARCIA, Chris	0.63 PV	PV
13-3043	HILTON, Burton	0.63 RA	R3
02-1986	MCKNIGHT, Craig	0.63 RS	PV
17-3610	PEACOCK, Derek	0.63 PV	PV
02-4825	RIVERA, Ross	0.63 PV	PV
02-1205	STEINER, David	0.63 OD	R3
17-3212	STEINER, Jeannie C	0.63 RA	R3
Total Staff:	7		

Code	Hours	Count
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OD	0.63	1
PV	1.89	3
RA	1.26	2
RS	0.63	1
Total of All Codes:		7

Ely Fire Dept
Department Journal

08/02/2018 to 08/15/2018

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
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Mon Aug 13, 2018

19:21	FIRE	18-0000352-000	EMS call, excluding vehicle accident with injury	3.90
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Station 1

Unit R3

900 Avenue E AVE

Staff		Hours	Code	Unit
02-9804	KAAMASEE, Chris	0.65	PV	PV
17-9500	KAAMASEE, Steph	0.65	PV	PV
11-6982	MANGUM-MCARDLE, Misty	0.65	OD	R3
02-1986	MCKNIGHT, Craig	0.65	RS	PV
10-7774	O'DONNEL, Marian	0.65	PV	PV
02-4176	PETERSON, Mike	0.65	OD	R3
Total Staff:	6			

Code	Hours	Count
OD	1.30	2
PV	1.95	3
RS	0.65	1
Total of All Codes:		6

Tue Aug 14, 2018

13:04	FIRE	18-0000353-000	EMS call, excluding vehicle accident with injury	9.40
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Station 1

Unit R3

806 Murry ST

Staff		Hours	Code	Unit
13-5604	GARCIA, Chris	1.05	PV	PV
18-5426	Golla, Bodie	1.04	OD	R3
17-9500	KAAMASEE, Steph	1.04	RA	R3
11-6982	MANGUM-MCARDLE, Misty	1.04	RA	R3
10-7774	O'DONNEL, Marian	1.05	RS	PV
02-4825	RIVERA, Ross	1.05	OD	NA
02-1205	STEINER, David	1.04	OD	R3
17-0899	SUMRALL, Caleb	1.05	PV	PV
07-2086	TILBY, Mike	1.04	OD	R3
Total Staff:	9			

Ely Fire Dept

Department Journal

08/02/2018 to 08/15/2018

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
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Tue Aug 14, 2018

Code	Hours	Count
OD	4.17	4
PV	2.10	2
RA	2.08	2
RS	1.05	1
Total of All Codes:		9

19:05	FIRE	18-0000354-000	EMS call, excluding vehicle accident with injury	4.38
	Station 1	Unit R3	11th ST & Aultman ST	

Staff	Hours	Code	Unit
18-5426	0.73	OD	
13-3043	0.73	PV	
11-6982	0.73	RA	
02-1986	0.73	RS	PV
02-1205	0.73	OD	
17-3212	0.73	RA	
Total Staff:	6		

Code	Hours	Count
OD	1.46	2
PV	0.73	1
RA	1.46	2
RS	0.73	1
Total of All Codes:		6

Wed Aug 15, 2018

03:10	FIRE	18-0000355-000	EMS call, excluding vehicle accident with injury	3.04
	Station 1	Unit R3	806 Murry ST	

Staff	Hours	Code	Unit
18-5426	0.76	OD	
02-4825	0.76	PV	
02-1205	0.76	OD	

Ely Fire Dept
Department Journal

08/02/2018 to 08/15/2018

07:00 to 23:00

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

Time	Type	Record Id	Description/Location	Staff Hrs
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Wed Aug 15, 2018

17-3212	STEINER, Jeannie C	0.76 RA
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Total Staff: 4

Code	Hours	Count
OD	1.52	2
PV	0.76	1
RA	0.76	1
Total of All Codes:		4

Total Entries: 27

Total Staff Hrs: 103.73



HINTONBURDICK
CPAs & ADVISORS

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 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 3rd 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 11th 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.



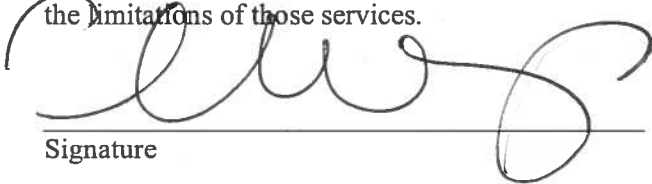
Sincerely,



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

Mayor
Title

Melody Van Camp
Printed Name

7-26-18
Date

Appendix A

Services to be Provided

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

	Type of Service	Frequency/Notes
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!



7 AUG 11:56 AM

8/7/18

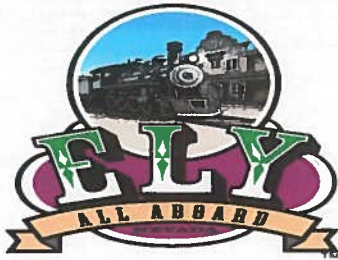
City of Ely
ATTN: City Attn.

Re: letter rec'd 8/4/18 regarding property
@ 682 Mill St.

This is notification of request for appeal
of decision of no permits & unsafe
structure at above address.

Emergency repairs were undertaken
to prevent water damage to structure.

MARK MONTAR



CITY OF ELY

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

2012 International Residential Code References

2012 IRC

R105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the *building official*.

R907.3 Recovering versus replacement. New roof coverings shall not be installed without first removing all existing layers of roof coverings where any of the following conditions exist:

1. Where the existing roof or roof covering is water-soaked or has deteriorated to the point that the existing roof or roof covering is not adequate as a base for additional roofing.
2. Where the existing roof covering is wood shingle or shake, slate, clay, cement or asbestos-cement tile.
3. Where the existing roof has two or more applications of any type of roof covering.
4. When blisters exist in any roofing, unless blisters are cut or scraped open and remaining materials secured down before applying additional roofing.
5. Where the existing roof is to be used for attachment for a new roof system and compliance with the securement provisions of Section R905 cannot be met.

Exceptions:

1. Complete and separate roofing systems, such as standing-seam metal roof systems, that are designed to transmit the roof loads directly to the building's structural system and that do not rely on existing roofs and roof coverings for support, shall not require the removal of existing roof coverings.
2. Installation of metal panel, metal shingle and concrete and clay tile roof coverings over existing wood shake roofs shall be permitted when the application is in accordance with Section R907.4.
3. The application of new protective coating over existing spray polyurethane foam roofing systems shall be permitted without tear-off of existing roof coverings.
4. Where the existing roof assembly includes an ice barrier membrane that is adhered to the roof deck, the existing ice barrier membrane shall be permitted to remain in place and covered with an additional layer of ice barrier membrane in accordance with Section R905.



